TIGARD CITY COUNCIL
MEETING

MARCH 27, 2007 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223

PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL MEETING
MARCH 27, 2007

6:30 PM

- STUDY SESSION

  > Review Proposed Paid Time Off Policy of Management Group Employees
    - Staff Report: Administration Department – Human Resources

  > Ethics Training – City Attorney

- EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss pending litigation with legal counsel under ORS 192.660(2)(h). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. BUSINESS MEETING
   - 1.1 Call to Order - City Council & Local Contract Review Board
   - 1.2 Roll Call
   - 1.3 Pledge of Allegiance
   - 1.4 Council Communications & Liaison Reports
   - 1.5 Call to Council and Staff for Non-Agenda Items

2. PROCLAMATIONS
   - 2.1 Arbor Day Proclamation
   - Mayor Dirksen

3. CITIZEN COMMUNICATION (Two Minutes or Less, Please)

   - Citizen Communication – Sign-In Sheet
   - Follow-up to Previous Citizen Communication

4. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:

4.1 Approve Council Minutes for February 20, 2007

4.2 Appoint Jason Ashley, Scott Bernhard, Kim Leinberger and Jason Rogers as Members, and Appointing Vernon Cooke as an Alternate Member, to the Park and Recreation Advisory Board – Resolution No. 07-____

4.3 Appoint Matthew Muldoon, Karen Fishel, and Stuart Hasman as Voting Members to the Planning Commission, and Appointing Sondra Carroll as an alternate to the Planning Commission – Resolution No. 07-____

4.4 Approve Settlement Agreement to Resolve Measure 37 Claims (M372006-00009 and M372006-00008 – Pascuzzi)

4.5 Authorize the Submittal of a Transportation and Growth Management (TGM) Grant Application for the Preparation of a Multi-Modal Pathway Plan – Resolution No. 07-____

4.6 Endorse the Submittal of a Transportation and Growth Management (TGM) Grant Application for Updating the Tigard Transportation System Plan (TSP) – Resolution No. 07-____

4.7 Local Contract Review Board:

a. Award the Contract for the Construction Phase of the Water Building Renovation to Centrex Construction, Inc. and Authorize Staff to Complete and Execute the Contract

b. Award Contract for Bulk Mailing Services to Bend Mailing Services and Authorize Staff to Take all Necessary Steps to Execute the Agreement

- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*

5. CONSIDER JAYWALKING ORDINANCE – ADD A NEW SECTION TO THE TIGARD MUNICIPAL CODE (10.32.235)

a. Staff Report: Police Department

b. Council Discussion

c. Council Consideration: Ordinance No. 07-____

6. CONSIDER AN ORDINANCE TO REGULATE GRAFFITI -- ADD SECTION 7.40.125 AND AMEND SECTION 1.16.030 OF THE TIGARD MUNICIPAL CODE

a. Staff Report: Police Department
b. Council Discussion
c. Council Consideration: Ordinance No. 07-____

7. MEASURE 37 CLAIM HEARING (QUASI-JUDICIAL) – LANPHERE ENTERPRISES, INC.(M372006-00003)

a. Open Public Hearing – Mayor
b. Statement by City Attorney Regarding Procedure
c. Declarations or Challenges
   - Do any members of Council wish to report any ex parte contact or information gained outside the hearing, including any site visits?
   - Have all members familiarized themselves with the application?
   - Are there any challenges from the audience pertaining to the Council's jurisdiction to hear this matter or is there a challenge on the participation of any member of the Council?
d. Staff Report: Community Development Staff
e. Public Testimony
   - Proponents
     - Applicant
     - Other Proponents
   - Opponents
   - Rebuttal/Final argument by applicant
f. Staff Recommendation
g. Close Public Hearing
h. Council Discussion and Consideration: Ordinance No. 07-____

8. MEASURE 37 CLAIM HEARING (QUASI-JUDICIAL) – SHILO INN/CASCADE HOTEL CORPORATION, INC.(M372006-00005)

a. Open Public Hearing – Mayor
b. Statement by City Attorney Regarding Procedure
c. Declarations or Challenges
   - Do any members of Council wish to report any ex parte contact or information gained outside the hearing, including any site visits?
   - Have all members familiarized themselves with the application?
   - Are there any challenges from the audience pertaining to the Council's jurisdiction to hear this matter or is there a challenge on the participation of any member of the Council?

d. Staff Report: Community Development Staff
e. Public Testimony
   - Proponents
     - Applicant
     - Other Proponents
   - Opponents
   - Rebuttal/Final argument by applicant
f. Staff Recommendation
g. Close Public Hearing
h. Council Discussion and Consideration: Ordinance No. 07-____

9. COUNCIL LIAISON REPORTS

10. NON AGENDA ITEMS

11. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

12. ADJOURNMENT

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PROCLAMATION

Arbor Day

WHEREAS, in 1872, Arbor Day, a special day set aside for the planting of trees, was first celebrated in Nebraska; and

WHEREAS, Tigard's urban forest of public and private parks and greenways is part of a larger ecology that spans from mountains to ocean and is integral to our region's water quality; and

WHEREAS, our urban forest includes a diversity of trees that grace our city streets, parks and greenways, provide habitat for wildlife, soften hardscapes, clean the air, protect water resources, and ensure that everyone can experience natural beauty where we live, work and recreate; and

WHEREAS, the City of Tigard recognizes that our urban forest is a necessity and is an integral part of the city's infrastructure and ecosystems; and

WHEREAS, we are committed to provide resources to maintain and enhance the urban forest; and

WHEREAS, people of all ages and backgrounds, including citizens, civic organizations, businesses and city agencies, have formed partnerships to participate actively in the stewardship and caretaking of Tigard's urban forest; and

NOW, THEREFORE BE IT RESOLVED THAT I, CRAIG DIRKSEN, Mayor of the City of Tigard, Oregon, do hereby proclaim April 4, 2007 to be:

ARBOR DAY

in Tigard and encourage people throughout the entire city to become more involved with the planting and stewardship of the urban forest throughout the year of 2007.

Dated this _____ day of _____ 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

_____
Craig E. Dirksen, Mayor
City of Tigard

Attest:

_____
City Recorder

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Agenda Item No. 4.1
For Agenda of Mar. 27, 2007

TIGARD

Tigard City Council Meeting Minutes

Date: February 20, 2007
Time: 6:33 p.m.
Place: Tigard City Hall, 13125 SW Hall Boulevard
Tigard, Oregon
Attending: Mayor Craig Dirksen Presiding
Councilor Gretchen Buehner
Councilor Sally Harding
Councilor Sydney Sherwood
Councilor Tom Woodruff
Absent: --

Agenda Item	Discussion & Comments	Action Items (follow up)
Workshop Meeting	1.1 Mayor Dirksen called the City Council to Order at 6:33 p.m. 1.2 Council Present: Mayor Dirksen, Councilors Buehner, Harding, Sherwood, and Woodruff. 1.3 Pledge of Allegiance 1.4 Council Communications & Liaison Reports: None 1.5 Call to Council and Staff for Non-Agenda Items: None	
2. Joint Meeting with the Budget Committee	<u>Library Performance Audit</u> Consultant Jeanne Goodrich introduced some key findings of the Library Performance Audit. A copy of the Audit Report was distributed to the City Council and a copy is on file in the City Recorder's office. Summary of discussion points follow: ◆ Tigard residents are getting a return on their tax dollars invested. For every dollar spent, $4 in services are returned. Ms. Goodrich added that the added quality-of-life benefits are non-quantifiable.	

Agenda Item	Discussion & Comments	Action Items (follow up)
	◆ Customer satisfaction rate is unusually high but added that the library customer survey is not a scientific survey. ◆ Staffing levels, when compared to services offered, are appropriate. ◆ A few tweaks to increase efficiencies were identified and included: o Less personalized service by promoting self-checkout. o Recognize that service delivery in some areas where volunteers are utilized can be viewed as less efficient; however, there are tradeoffs that cannot be quantified. o Comparatively, the Tigard Library does better than average in many areas and is at average in most other areas. ◆ The report recommended areas of efficiencies, several of which are already being put into place. ◆ In response to a question from Councilor Woodruff, Ms. Goodrich said she did not identify areas where additional efficiency would lead to cost savings; rather, as efficiencies are implemented, staff resources could be reallocated elsewhere. One example she gave was for staff to approach patrons to ask them if they needed assistance. Mayor Dirksen also commented that one of the outcomes of the audit was the hope that cost savings could be identified but it appeared that this was not feasible. ◆ Budget Committee Member Snider asked Ms. Goodrich if she saw any way the Library could generate revenue. Ms. Goodrich said libraries are typically funded with General Fund dollars with only a small amount of funds generated by fines and fundraising. Because libraries are service oriented, the amount of open hours equates to the number of employees needed. ◆ Councilor Buehner indicated her difficulty in understanding why staff members would go out and offer services to patrons once self-service is utilized more. Ms. Goodrich explained that staff members would not offer services in an intrusive manner, but would have more opportunity to identify when a	

Agenda Item	Discussion & Comments	Action Items (follow up)
	customer might be having difficulty and offer to be of assistance. ◆ In response to a question from Councilor Harding, Ms. Goodrich said people expect computers to be available at the library. There are no national standards set for library services so she has looked at productivity numbers. The mix of services offered by libraries is changing. ◆ In response to a question from Councilor Woodruff, Ms. Goodrich said she had no suggestions about how to prioritize reductions. ◆ In response to a comment from Budget Committee Member Struck, Ms. Goodrich said the Library is already gearing up to provide additional staff training as suggested in the report. <u>Police Department Performance Audit</u> Consultant Steve Winegar introduced some key findings of the Police Department Performance Audit. An outline of the audit highlights was distributed to the City Council and a copy is on file in the City Recorder's office. Summary of discussion points follow: ◆ Three areas of focus: 1) Mutual Aid Responses; 2) Property Evidence Function; 3) Employee Retention. ◆ Tigard is below the national average for turnover of employees. To retain employees there are quantitative and qualitative aspects: o Quantitative: Competitive salaries/benefits; offer a variety of work opportunities; consider innovative incentives such as bonuses, sick/vacation leave policies, sabbaticals. Succession planning; that is, help employees to earn promotions or give opportunities to enter into a different assignment. o Qualitative: Important if pay and benefits are competitive. Because of 24/7 nature of police work, it is important to establish a work and life balance. Employees also add their own perspective to the organizational climate; however, successful	

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	agencies look for positive ways to manage. ◆ City of Tigard could gain efficiencies in its Police property evidence operation: evidence is located at multiple facilities where storage space is nearly at capacity; a lot of record keeping is done manually for which systems are available. A review of policies and procedures would reduce the volume of work. It is important that employees do not fall behind and receive training on new laws and rules. ◆ There is a significant data challenge present in the area relating to mutual aid. Data is not of good quality. Better definition is needed to determine what is classified as a mutual aid response. Mayor Dirksen commented that he questioned whether a response by the County Sheriff within the City of Tigard should be classified as mutual aid. Councilor Buehner noted several county officers live in the City and questioned how dispatching occurs and how it is documented. The Washington County Consolidated Communications Agency (WCCCA) has been asked to clean up mutual aid data so it is not miscoded. Discussion followed on how this data could be categorized. ◆ Budget Committee Chair Haldeman said he would be interested in learning what "we are doing right" noting that retention appears not to be a big issue. He added that he would like to have some recommendations contained in the audit report about how property evidence could gain efficiencies. <u>Summary of Audit Report</u> ◆ Tom Glogau, CPA from the City's audit firm, Grove, Mueller and Swank presented information on the audited financial statement for the fiscal year ended June 30, 2006. ◆ Finance Director Sesnon reported City of Tigard Finance Department received two awards: 1. The Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting. This is	

Agenda Item	Discussion & Comments	Action Items (follow up)
	the 21st consecutive year the City of Tigard has received this award. 2. The Government Finance Officers Association Distinguished Budget Presentation Award. This is the 19th consecutive year the City of Tigard has received this award. ◆ The auditors look at the reporting numbers to determine if they are accurate. The numbers needed no adjustments. This speaks well of the City's Finance Department. ◆ The auditors also review how the City transacts business. In this case, Mr. Glogau said "no news is good news." The audit report contains no comments on anything done incorrectly because the auditors did not find anything. ◆ The annual audit reports on the circumstances of the previous year. At some point water issues will need to be addressed and this will represent a large cost. The City Council should be setting aside funding for future water needs. Approximately $1 million has been set aside. Some ratepayers might not like the idea of setting a portion of the money collected aside, but Mr. Glogau said it would be short-sighted not to. ◆ Mr. Glogau said the City is doing a credible job in the area of Finance. ◆ In response to a question from Mayor Dirksen, Mr. Glogau advised that it is not uncommon to find recommendations for adjustments within an audit report. ◆ The auditors review internal controls, checks and balances. There were a number of small things (35) discussed and two or three suggestions for change. ◆ At the suggestion of Councilor Buehner, Mayor Dirksen agreed the audit report results be reviewed during a televised City Council meeting so citizens have a chance to hear how well the City has done. ◆ Councilor Harding asked about the areas where the auditors had made suggestions. Mr. Glogau explained that the audit report does not address performance efficiencies. The	

Agenda Item	Discussion & Comments	Action Items (follow up)
	suggestions were made to help with work process and included such things as modification to a spreadsheet format. Finance Director Sesnon advised the Audit Report is posted on the City's website. ◆ Mayor Dirksen said that the question as to whether dollars are being spent on the right things is not a technical answer; rather, it is a "heart" answer. ◆ Budget Committee Member Snider referred to recent news articles about problems discovered in a neighboring City and said he was glad to hear the auditors looked for and found no such problems at Tigard. ◆ Mayor Dirksen noted that the Library performance audit disclosed that the ratio of cost/value is in line with the services provided. ◆ Councilor Harding commented she would like to have analysis of mutual aid costs in the Police Department. <u>General Fund Ending Fund Balance Analysis for the Fiscal Year Ending June 30, 2006</u> Finance Director Sesnon distributed a summary of the ending fund balance for the General Fund. A copy is on file in the City Recorder's office. Mr. Sesnon reviewed the reasons for the projected General Fund ending balance of $8.8 million. These reasons are listed in the information distributed to the Council. <u>Draft City of Tigard Community Investment Plan for FY 2007-2012</u> Council received a copy of the draft Plan. A copy is on file in the City Recorder's office. Community Development Director Coffee reviewed the key points of the CIP noting the draft still needs proofreading. Next steps include a public process and hearings before the Planning Commission and Budget Committee. A cover memo from Community Development Director Coffee dated February 20, 2007, is on file in the City Recorder's office and explains the new format, benefits, issues relating to identified projects and the review process.	

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	Councilor Buehner noted information is needed to track how the City is handling priorities identified in previous years. For example, she said she is not sure whether the Planning Commission is aware of how the priorities have shifted from year to year and that some projects have been dropped off the high priority list. Community Development Director Coffee suggested that an appendix be added to the plan showing funding priorities for previous years. City Manager Prosser advised that this year's Plan is not simply a change in format but does a better job of showing a five-year view of the City's capital needs. A lot of work has gone into this document, which will provide a base to work from in the years following. <u>Final Discussion Points</u> In response to an observation by Councilor Harding, Finance Director Sesnon referred to the Strategic Technology Plan, which identifies ways to increase efficiencies. For example, a lot of police officers' time is spent on report writing and this function could be automated to capture data instead of writing manually.	
3. Joint Meeting with the Planning Commission and Comprehensive Plan Update	Planning Commission Members Present: Rex Caffall, Jeremy Vermilyea, and David Walsh. Community Development Department staff present: Community Development Director Coffee, Long Range Planning Manager Bunch, Senior Planner St. Amand. Staff noted vacancies on the Planning Commission and that applications for new members are being solicited. Long Range Planning Manager Bunch reviewed the 2006 accomplishments of the Planning Commission, which are listed in the staff report on file in the City Recorder's office and includes information on the status of the Planning Commission's work on the Comprehensive Plan;	

Agenda Item	Discussion & Comments	Action Items (follow up)
	identification of Code Amendments to implement the Downtown Plan (working with the City Center Advisory Commission), Code Amendments (Planned Developments, Goal 5 amendments, Tree Code); the Community Investment Program; and development project hearings. Other work areas include review of the Transportation Plan and the Tigard Town Center. Long Range Planning Manager Bunch also reviewed the Commission's consensus on what its 2007 goals would be: 1. Complete Comprehensive Plan Update 2. Address Transportation Issues 3. Complete Land Use Program for the Tigard Town Center A lot of work is coming up for the Comprehensive Plan. Senior Planner St. Amand reviewed the work completed to date on this project. Included in the Council packet was the *Tigard 2007 Comprehensive Plan Resource Report*, which establishes the factual base to be used to develop updated goals, policies, and action measures over the next year. The *2006 Issues and Values Summary* also presents key issues and values identified by the Vision Task Force and recent surveys. Senior Planner St. Amand reviewed the current state of development in Tigard, which has been in keeping with the guidelines of the current Comprehensive Plan. Some observations included: ◆ Transportation plus growth = a changing landscape in Tigard. ◆ Might see an increase in infill development. ◆ Remaining development is for low or medium density. ◆ Mixed-use development has not occurred often. ◆ Affordable workforce housing might become a future issue. ◆ Growth could impact water quality. ◆ Some natural resource provisions have been implemented; decide if more revisions are needed.	

Agenda Item	Discussion & Comments	Action Items (follow up)
	◆ Transportation challenges include issues with State highways. ◆ An inventory of existing conditions was needed as one of the beginning steps to the Plan review. ◆ Creativity needed for funding and programming. ◆ The Work Program for this project is set out in the 6 phases. (For detailed information on the phases, please see information on file in the City Recorder's office.) The estimated completion date of the Plan is the end of 2007. The final phase, which is Plan Adoption, will include public open houses, Planning Commission hearings and City Council hearings. Planning Commissioner Walsh commended Senior Planner St. Amand and Planning staff for their work on the Plan. He noted the need for City Council support as the Plan is offered to the public. Commissioner Walsh commented on the goals of the Planning Commission for the coming year and the issue regarding the turnover of the Planning Commission members. Discussion followed on the number of committee meetings that Commission members are asked to attend as liaisons. City Council members acknowledged the heavy workload of the Planning Commission and expressed appreciation for their dedication. Mayor Dirksen also noted he will continue to advise Planning Commission applicants about the time commitment if selected to serve on the Planning Commission. Planning Commissioner Walsh said the Planning Commission members would like more formal training in their areas of responsibility. Mayor Dirksen noted that this concern has already been duly noted by the City Council. Commissioner Walsh advised the Planning Commission anticipates infill issues and requests to develop smaller lots and lots that are on land that is more difficult to develop. Design standards might be something the City will want to address and the public input process for the Comprehensive Plan	

Agenda Item	Discussion & Comments	Action Items (follow up)
	will give City officials more of an idea if this is what the public wants. Commissioner Vermilyea noted the tremendous learning curve as a newer member of the Planning Commission. He referred to issues and how they interrelate; i.e., design standards, Goal 5, and density transfer. He also noted the need to be mindful of unintended consequences as the Comprehensive Plan is reviewed and to look at issues in a bigger way, which might affect quality of life. Commissioner Caffall commented on the overwhelming number of items coming up for the Planning Commission: 99W project, growth, parks, natural resources conservation and infill developments. Commissioner Walsh said some thought needs to be given to economic development, the role of the Planning Commission, and the need to protect what Tigard has. Mayor Dirksen noted that City Council increased Planning Staff and as some of the temporary projects for the Downtown and the Comprehensive Plan review are completed, there will be staff resources available to devote time to economic development. Mayor Dirksen added that he hoped the City Center Advisory Commission would be active in economic development efforts. In response to a question from Commissioner Walsh about what the Planning Commission could be doing to assist the City Council, Councilor Sherwood advised that the Commissioners' work on the Comprehensive Plan will be critical and the City Council will be looking forward to receiving the Planning Commission's recommendations. Mayor Dirksen and Councilor Buehner noted their appreciation for the great job done by the Planning Commission. In response to a question from Councilor Buehner regarding how annexations would affect the data collected to date for the Comprehensive Plan,	

Agenda Item	Discussion & Comments	Action Items (follow up)
	Senior Planner St. Amand advised that the natural resources data would not need updating, but the built-environment data would need to be adjusted.	
4. Joint Meeting with the Committee for Citizen Involvement	CCI Members Present: Rex Caffall, Basil Christopher, Bev Froude Associate Planner Roberts presented the staff report and outlined the history on how the Committee for Citizen Involvement was formed. Chair Christopher spoke of the commitment of the CCI members and their desire to get the word out to citizens about activities and opportunities within the city. The CCI has experienced some turnover in membership. He said the new neighborhood program would be a good way to get in touch with the community and was anxious to get this implemented. Other topics covered by Chair Christopher and discussed during the meeting included: ◆ Citizens are interested in their community, but in Tigard, it sometimes takes work to find out information. ◆ He offered the idea of the CCI hosting an open house possibly on a Saturday morning in the Library lobby. City Council members were supportive of this idea and suggested other opportunities for contact with the public including a table at the Balloon Festival City tent (although it was noted many people who attend the Festival do not live in Tigard); a CCI event during Family Week in September; placing a display in the Library lobby rotating a theme from time to time featuring an aspect of the community; establish contacts with Tigard churches and schools; place information at the Tigard Senior Center; establish a contact with the Summerfield Civic Association; utilize table tents on Library public desks/computer stations featuring City information; and have the computers in the Library default to an information page about the City. ◆ Councilor Buehner noted that often citizens	

Agenda Item	Discussion & Comments	Action Items (follow up)
	who become involved originally made contact with the City when they came forward with a concern. She suggested that the Citizen Communication sign-in sheets be used to follow up to determine whether people would be interested in volunteering. ◆ Councilor Harding suggested a cooperative relationship be developed between the City of Tigard and Tualatin Valley Fire & Rescue to keep each agency updated and to help each other communicate with the public. ◆ Chair Christopher stressed the importance of making sure the web page information is regularly updated. He said he would like to see new features added and that it is important to change the look of the site periodically. He referred to a recent staff member leaving and the need to establish a back up plan so the web page management does not lapse. ◆ Committee member Froude advised of her hope that information on the Comprehensive Plan update is released to citizens early in the process and for Citizen input to be sought "at step one." Councilor Buehner noted that the public process has been considered and planned for. Councilor Sherwood added that the first thing needed in the Comprehensive Plan update was an inventory to provide basic information; next will be citizen outreach. Councilor Woodruff said that many people are not aware of what a Comprehensive Plan is for and said he likes calling it a "blueprint for the City" noting the need to use phrases that catch people's ear. Committee member Froude said another way to get people interested is to inform them how they could be impacted by the Plan. ◆ Chair Christopher referred to defining what is "sufficient communication." He cited an example of insufficient communication during the repair of Greenburg Road. He said he became aware of the roadwork when he came home one evening and said this was an instance where people could have been notified well in advance. ◆ Committee Member Caffall is a new CCI member and also serves on the Planning	

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	Commission. He said he has enjoyed the short time he has been on the CCI. ◆ Mayor Dirksen added that he looked forward to the implementation of the Neighborhood Program and said he hoped this will prove to be a way to get two-way communication going. ◆ Councilor Buehner suggested staff check with the City of Beaverton as they recently hired a full-time community outreach person. ◆ Councilor Harding said she thought the City of Tigard's website home page could be more citizen friendly. ◆ Chair Christopher suggested that the committee meet more frequently with the City Council. Mayor Dirksen said more meetings with City Council might be possible and also suggested regular summary updates be sent to the City Council. ◆ Councilor Buehner said Beaverton does not participate in the County's CPO program. She said that the CPO in Tigard crosses lines and includes areas inside and outside of the City of Tigard. She asked if others thought there was a need to change this. Committee member Froude said that a representative from Beaverton attends CPO meetings. Councilor Buehner said there are tensions between residents in/out of the city within the CPO that need to be addressed.	
5. Planning Commission and Tree Board Recommendations	Tree Board Members Present: Rob Callan and Dennis Sizemore. Planning Commission members present: Rex Caffall, Jeremy Vermilyea, and David Walsh. Long Range Planning Manager Bunch presented the staff report. After the presentation and discussion the City Council members indicated support for the following: ◆ Table the Tree Board's recommendations to amend Tigard Community Development Code (TCDC) Chapters 18.745, Landscaping and Screening and 18.790, Tree Removal;	

Agenda Item	Discussion & Comments	Action Items (follow up)
	◆ Temporarily change the Tree Board's charge statement to authorize it to do this work since the Board's current charge statement limits its activities to tree and urban forest issues on public lands; ◆ Commit ongoing and knowledgeable staff support to the effort; ◆ City staff and the Tree Board will develop a scope of work; ◆ Scope of work and schedule should provide opportunities for ongoing communications with the Planning Commission and the Council and opportunities for input from citizens and other stakeholders, ◆ Review Tree Code to determine if stop-gap measures could be adopted to be in effect until new standards are adopted to prevent needless tree removal. Tree Board member Callan expressed the earlier frustrations experienced by the Tree Board when they had completed their work for recommended amendments to TCDC Chapter 18.745 and 18.790. He said that Long Range Planning Manager Bunch has given the Board more information so they have accepted that changes could be introduced as part of the Comprehensive Plan update process. There is concern, however, about the loss of trees that could occur within the next 12 months, while the Comprehensive Plan review is taking place. This is why the Board is recommending interim measures be considered to protect trees. During discussion, Council members expressed support for all of the recommendations including the change of scope in the charge to the Tree Board. With regard to regulating trees on private property, Mayor Dirksen and Councilor Woodruff noted the regulations would have to strike a balance with the rights of property owners and any community aesthetic values identified. Tree Board Member Callan said there would be opportunity for the public to weigh in. He said an answer is needed to the basic question: What do trees really mean to Tigard residents and	

Agenda Item	Discussion & Comments	Action Items (follow up)
	stakeholders? Community Development Director Coffee and Planning Manager Bewersdorff are reviewing applications for the City Arborist position.	
6. Code Enforcement and Compliance Discussion	Community Development Department staff present: Community Development Director Coffee, Planning Manager Bewersdorff, Code Enforcement Officer Darnell. Recent citizen comment and enforcement activities related to accessory structures in the front setback area of residential properties have led the City Council to request information on the issue. Staff provided information for the Council, which was summarized in a PowerPoint presentation. A copy of this presentation is on file in the City Recorder's office. Code Enforcement Officer Darnell's presentation included the following information: ◆ What Code Enforcement does. ◆ Areas of responsibility of the one full-time officer identified in the Community Development Code and the Tigard Municipal Code. ◆ Additional tasks required of the Code Enforcement Officer. ◆ Six common misconceptions. ◆ Ensuring that everyone lives by the community rules we have agreed to. ◆ Encourage citizens to take control of their surroundings. ◆ Help the City's image and property values to rise. ◆ Provide education and understanding among citizens. ◆ Protect Tigard's assets. ◆ Keep Tigard a clean, safe, and desirable place to live, work, play, and visit. ◆ A review of how a complaint regarding a potential code violation is processed. ◆ Balance community benefit with enforcement	

Agenda Item	Discussion & Comments	Action Items (follow up)
	actions. ◆ A review of the issue of accessory structures and of specific words and terms. ◆ What other cities do about structures in front yards. ◆ Where accessory structures can be located. ◆ Reasons why accessory structures should not be located in the front-yard setbacks. ◆ A review of ideas offered about how code compliance could be different with regard to accessory structures. Community Development Director Coffee reported that the idea of a revocable easement had been presented to the City Council within the context of right-of-way encroachment. This is a different issue from the accessory structure setback in that rights of way are public property while the setbacks are private property. Councilor Woodruff noted what contributed to the confusion was the discussion during a recent Fifth Tuesday Council meeting and the mistaken idea that the right-of-way encroachment issues and the setback issues could be addressed similarly. He noted citizens were concerned about the fairness of Code Enforcement when done on a complaint basis. Planning Manager Bewersdorff agreed that with almost every complaint, other complaints are generated because the violator can often point to others who are also doing the same thing. Once a violation is called to the Code Enforcement Officer's attention, there is an obligation for the Officer to follow up. Some proactive measures are taken to educate citizens about Code requirements with presentations and publication of articles in the *Cityscape*. Another idea suggested was to ask stores such as Home Depot to give accessory structure regulations to people who purchase such structures from them. As part of the public information process, residents could be given a period of time to allow them an opportunity to bring their accessory structures into compliance. At the end of the time period, a code violation notice would be sent out for non-complying structures.	

Agenda Item	Discussion & Comments	Action Items (follow up)
	There was no desire on the part of the City Council to allow existing structures to remain. Code Enforcement Officer Darnell asked for City Council support with regard to enforcement of removal of basketball hoops in the rights of way. Councilor Woodruff said these types of issues would be "perfect" as an educational component for the newly formed neighborhood program. Mayor Dirksen and Councilor Sherwood agreed that they were incorrect in their initial assessment of how to approach the accessory structure setback issues. In response to a question from City Manager Prosser, Community Development Director Coffee advised that when an integral part of the house (i.e., a porch) is in the setback, the setback is not enforced. It is likely that the porch existed before the setbacks were established and can remain as a "non-conforming" structure. Councilor Harding supported continued education regarding these types of issues and suggested enlisting the aid of garbage haulers or the meter reader to report obvious code violations observed to avoid targeting one neighborhood and to address the issues citywide. At the end of the presentation Community Development Director Coffee advised that the materials prepared by Code Enforcement Officer Darnell for this Council discussion would be used toward her certification. Ms. Darnell will become the second certified Code Enforcement Officer in the State of Oregon. Ms. Darnell thanked the City Council for their words of support.	

Agenda Item	Discussion & Comments	Action Items (follow up)
Adjournment	The meeting adjourned at 10:23 p.m.	Motion by Councilor Woodruff, seconded by Councilor Harding, to adjourn the meeting. The motion was approved by a unanimous vote of Council present. Mayor Dirksen Yes Councilor Buehner Yes Councilor Harding Yes Councilor Sherwood Yes Councilor Woodruff Yes

_____
Catherine Wheatley, City Recorder

Attest:

_____
Mayor, City of Tigard

Date:_____

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Agenda Item No. 4.2
Meeting of May 27, 2007

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Consider a Resolution Appointing Jason Ashley, Scott Bernhard, Kim Leinberger and Jason Rogers as Members, and Appointing Vernon Cooke as an Alternate Member, to the Park and Recreation Advisory Board

Prepared By: Dennis Koellermeier Dept Head Approval: City Mgr Approval:

ISSUE BEFORE THE COUNCIL

Shall the City Council approve a resolution appointing Jason Ashley, Scott Bernhard, Kim Leinberger and Jason Rogers as members, and appointing Vernon Cooke as an alternate member, to the Park and Recreation Advisory Board?

STAFF RECOMMENDATION

Adopt the resolution.

KEY FACTS AND INFORMATION SUMMARY

There are currently four vacancies on the Park and Recreation Advisory Board (PRAB). On March 5, 2007 the Mayor's Appointment Advisory Committee interviewed candidates who had expressed an interest in serving on the PRAB.

Based on the Committee's recommendations, the resolution before the City Council would accomplish the following PRAB appointments:

- Appoint Jason Ashley to his first full term which will expire on June 30, 2010. On September 23, 2003, Jason Ashely was originally appointed to complete the unexpired term of Kristin Gaston; that term expired on December 31, 2006.
- Appoint Scott Bernhard to a second term to expire on June 30, 2010.
- Appoint Kim Leinberger to fill the unexpired term of Carl Switzer. This term expires on December 31, 2007. Mr. Switzer resigned in August, 2006 and Kelly Johnson was appointed to complete his unexpired term. Ms. Johnson resigned in December, 2006.
- Appoint Jason Rogers to complete the unexpired term of Shelly Richards. This term expires on December 31, 2007. Ms. Richards resigned in February, 2007.
- Appoint Vernon Cooke to his first term as an alternate member. His term will expire on June 30, 2009.

Chapter 2.12 of the Tigard Municipal Code (TMC), entitled Park and Recreation Advisory Board, states that the terms of office for Board members are to expire on June 30. In the past, some Board members were appointed to terms which concluded on December 31 rather than June 30. As new terms are issued, expiration dates are being adjusted to the June 30 date in order to comply with the TMC.

OTHER ALTERNATIVES CONSIDERED

Do not approve the resolution and provide staff with direction on some other course of action.

CITY COUNCIL GOALS

None

ATTACHMENT LIST

1. Resolution
2. Appointee Background Information

FISCAL NOTES

There are no costs associated with this action.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 07-_____

A RESOLUTION APPOINTING JASON ASHLEY, SCOTT BERNHARD, KIM LEINBERGER AND JASON ROGERS AS MEMBERS, AND APPOINTING VERNON COOKE AS AN ALTERNATE MEMBER, TO THE PARK AND RECREATION ADVISORY BOARD

WHEREAS, Jason Ashley, Scott Bernhard, Kim Leinberger, Jason Rogers and Vernon Cooke have expressed an interest in serving on the Park and Recreation Advisory Board; and

WHEREAS, there are currently four member vacancies and one member alternate vacancy on the Park and Recreation Advisory Board; and

WHEREAS, Jason Ashley, Scott Bernhard, Kim Leinberger, Jason Rogers and Vernon Cooke have been interviewed and recommended for appointment by the Mayor's Appointment Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Jason Ashley is appointed to his first full Park and Recreation Advisory Board term which expires on June 30, 2010.

SECTION 2: Scott Bernhard is appointed to a second Park and Recreation Advisory Board term which expires on June 30, 2010.

SECTION 3: Kim Leinberger is appointed to fill the unexpired Park and Recreation Advisory Board term of Carl Switzer. This term expires on December 31, 2007.

SECTION 4: Jason Rogers is appointed to fill the unexpired Park and Recreation Advisory Board term of Shelly Richards. This term expires on December 31, 2007.

SECTION 5: Vernon Cooke is appointed to his first term as an alternate member to the Park and Recreation Advisory Board. This term expires on June 30, 2009.

SECTION 6: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2007.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

PARK AND RECREATION ADVISORY BOARD
RECOMMENDED APPOINTEE
BIOGRAPHICAL INFORMATION

Tigard City Council Meeting March 27, 2007

Jason Ashley has served on the Park and Recreation Advisory Board since September, 2003 and is recommended for reappointment. He has a Bachelor of Science in Business from Portland State University. Ashley has lived in Tigard for 5 years and has volunteered with Portland Campfire.

Scott Bernhard has served on the Park and Recreation Advisory Board since July, 2003. He is also recommended for re-appointment. He is employed as a Chiropractic Physician at several locations in Washington County. Bernhard has lived in Tigard for 23 years and has volunteered with Tigard Rotary, Tigard Youth Football, and the Association of Northwest Steelheaders among other organizations.

Kim Leinberger is recommended to serve on the Park and Recreation Advisory Board. She has an Associate Degree in Hospitality, Tourism and Restaurant Management in addition to a Bachelor Degree in Healthcare Administration. Leinberger is currently employed as an independent agent with AFLAC Insurance. She has lived in Tigard for 11 years and has served as Vice President for the Tigard Recreation Association.

Jason Rogers is recommended to serve on the Park and Recreation Advisory Board. He is currently employed as a Manager with Metro West Ambulance. Rogers has lived in Tigard for the past 6 years and has served as the President of the Summerlake Homeowners Association.

Vernon Cooke is recommended for appointment to the Park and Recreation Board alternate position. He is currently employed as a Business Manager with Electro Scientific Industries. Cooke has lived in Tigard for 4 years.

Agenda Item # 4.3
Meeting Date March 27, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Appointments to the Planning Commission

Prepared By: T. Coffee Dept Head Approval: TC/jw City Mgr Approval: CR

ISSUE BEFORE THE COUNCIL

Should Council appoint Matthew Muldoon, Karen Fishel, and Stuart Hasman as voting members to the Planning Commission? Should Council appoint Sondra Carroll as an alternate to the Planning Commission?

STAFF RECOMMENDATION

Staff recommends appointing Matthew Muldoon, Karen Fishel, and Stuart Hasman as voting members to the Planning Commission and appointing Sondra Carroll as an alternate to the Planning Commission.

KEY FACTS AND INFORMATION SUMMARY

There are currently 3 vacancies on the Planning Commission, as well as a vacant alternate position. The newly appointed Planning Commissioners will be filling unexpired terms of former Planning Commissioners – two terms will expire December 31, 2008; one term will expire December 31, 2007.

Matthew Muldoon, Karen Fishel, Stuart Hasman, and Sondra Carroll applied for Planning Commission seats. They were interviewed by the Mayor's Appointment Advisory Commission and were recommended to fill current vacancies on the Planning Commission.

OTHER ALTERNATIVES CONSIDERED

None

CITY COUNCIL GOALS

Improve Council communications with Tigard Citizens.

ATTACHMENT LIST

Attachment 1: Proposed resolution appointing Matthew Muldoon, Karen Fishel, and Stuart Hasman as voting members to the Planning Commission and appointing Sondra Carroll as an alternate to the Planning Commission.

Attachment 2: Biographical Information

FISCAL NOTES

N/A

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 07-_____

A RESOLUTION APPOINTING MATTHEW MULDOON, KAREN FISHEL, AND STUART HASMAN AS VOTING MEMBERS TO THE PLANNING COMMISSION, AND APPOINTING SONDRA CARROLL AS AN ALTERNATE TO THE PLANNING COMMISSION.

WHEREAS, there currently exist three vacancies on the Planning Commission; and

WHEREAS, newly appointed Planning Commissioners will be filling unexpired terms of former Planning Commissioners with two terms expiring December 31, 2008 and one term expiring December 31, 2007; and

WHEREAS, there currently exists one vacant alternate position on the Planning Commission; and

WHEREAS, Matthew Muldoon, Karen Fishel, Stuart Hasman, and Sondra Carroll applied for appointments to the Planning Commission and were interviewed by the Mayor's Appointment Advisory Commission; and

WHEREAS, the Mayor's Appointment Advisory Commission recommends that Council appoint Matthew Muldoon, Karen Fishel, and Stuart Hasman as voting members of the Planning Commission and appoint Sondra Carroll as an alternate to the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Matthew Muldoon is appointed to the Planning Commission to fill an unexpired term which expires December 31, 2008.

SECTION 2: Karen Fishel is appointed to the Planning Commission to fill an unexpired term which expires December 31, 2008.

SECTION 3: Stuart Hasman is appointed to the Planning Commission to fill an unexpired term which expires December 31, 2007.

SECTION 4: Sondra Carroll is appointed as an alternate to the Planning Commission.

SECTION 5: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2007.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

PLANNING COMMISSION RECOMMENDED APPOINTEES
BIOGRAPHICAL INFORMATION

On March 27th, Matthew J. Muldoon, Karen Fishel, and Stuart Hasman will be recommended for appointment as voting members of the Tigard Planning Commission. Also on March 27th, Sondra Carroll will be recommended for appointment as a non-voting alternate to the Tigard Planning Commission.

Matthew Muldoon is employed as the Executive Director of Accelerated Rate Bureau Inc. and President of Muldoon Enterprises Inc. He earned a Bachelor of Arts from the University of Chicago and expects to graduate with a Masters in Business Administration from Portland State University in 2007. He has lived in Tigard for 13 years and has volunteered on the Police Citizen Review Committee.

Karen Fishel is currently employed as a Project Manager / Designer with Anderson Krygier, Inc. Fishel earned an Associate of Science from Portland Community College and an Associate of Interior Design from Bassist College. She has lived in Tigard for 4 ½ years.

Stuart Hasman is currently serving as President of Empire Uniform and HASCO. Hasman graduated from Portland State University with a Bachelor of Science in Communications. He has lived in Tigard for 6 months and has served on several boards in the business community.

Sondra Carroll is currently retired and has lived in Tigard for 18 years. Previously, Carroll was involved with Youth Coordinating Council – Southern California, Rainbow Girls and Southern California Forensic Association.

Agenda Item # 4.4
Meeting Date 3/27/2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Approve Settlement Agreement to Resolve Measure 37 Claims (M372006-00009 and M372006-00008)

Prepared By: Emily Eng Dept Head Approval: TC City Mgr Approval: CP

ISSUE BEFORE THE COUNCIL

Based on the previous study session on this topic, Council shall determine whether to approve a settlement agreement between the City of Tigard and Pasquale Pascuzzi to resolve two Measure 37 claims.

STAFF RECOMMENDATION

Approve the settlement agreement and authorize the City Manager to sign the agreement on behalf of the City.

KEY FACTS AND INFORMATION SUMMARY

Key facts and information were discussed in the study session prior to this consent agenda item. Below is a brief summary:

On December 7, 2004, Pasquale Pascuzzi was served with a code violation notice (case numbers CEO2004-00387 and CEO2004-0387A) for converting a single-family home to an office building without an approved Site Development Review.

On December 4, 2006, Mr. Pascuzzi filed two Measure 37 claims on behalf of his companies, Gabriel Investment, LLC, and Pascuzzi Investment, LLC.

Staff concluded that there are reasons to both approve or deny the claims, but that the core issue to resolve was the code violation. Instead of processing the Measure 37 claims, staff concluded that the timliest and least costly way for the City to settle the issue would be through an agreement. Under the agreement, the City would suspend the code violation until the affected properties develop in the future, at which point Mr. Pascuzzi has agreed to meet standards in place at the time of filing the Measure 37 claims. Mr Pascuzzi will withdraw the two claims and be refunded the fee of $1,000 per claim.

OTHER ALTERNATIVES CONSIDERED

Not approve the settlement agreement and resume processing the two Measure 37 claims. Approve or deny the claims at a public hearing by 5/22/2007 (last City Council hearing before the 180-day deadline of 6/2/2007).

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

Attachment A: Settlement Agreement

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FISCAL NOTES

None.

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CITY OF TIGARD, OREGON
PASCUZZI SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT BETWEEN THE CITY OF TIGARD AND PASQUALE PASCUZZI, OWNER OF GABRIEL INVESTMENT, LLC, AND PASCUZZI INVESTMENT, LLC, IS EXECUTED ON THIS DAY, _____,TO RESOLVE MATTERS INVOLVING PROPERTY OWNED BY GABRIEL INVESTMENT, LLC, AND LOCATED AT 11535 AND 11555 SW TIEDEMAN AVENUE.

RECITALS:

The City of Tigard served Gabriel Investment, LLC, with a notice of violation at 11535 and 11555 SW Tiedeman Avenue in December 2004 (case numbers CEO2004-00387 and CEO2004-0387A) for violating the City's Development Code by converting a single-family home to an office building without an approved Site Development Review.

On December 4, 2006, Pasquale Pascuzzi filed two Measure 37 claims on behalf of his companies, Gabriel Investment, LLC, and Pascuzzi Investment, LLC, concerning the properties at 11535 and 11555 SW Tiedeman Avenue (case number M372006-00009) and 10250 SW North Dakota Street (case number M372006-00008), requesting the City of Tigard to waive or suspend any and all City regulations in its Comprehensive Plan, Community Development Code and Transportation System Plan imposed on the subject properties after acquisition by the owners.

THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFIT OF A FAIR AND TIMELY RESOLUTION OF THIS MATTER BOTH PARTIES AGREE TO THE FOLLOWING SETTLEMENT TERMS:

SECTION 1. The City of Tigard shall permanently rescind the above referenced violation issued at 11535 SW Tiedeman Avenue and 11555 SW Tiedeman Avenue and pledge that no further action be taken or be required by Gabriel Investment, LLC, relative to existing development to satisfy regulations in the City's Comprehensive Plan, Community Development Code, Transportation System Plan and/or Municipal Code, thereby having no reason to enforce any regulations on behalf of Clean Water Services or Washington County.

SECTION 2. Gabriel Investment, LLC, and Pascuzzi Investment, LLC, shall withdraw their Measure 37 claims (M372006-00009 and M372006-00008, respectively) and pledge to comply with all applicable regulations in place at the time the Measure 37 claim was filed (December 4, 2006) in the City of Tigard's Comprehensive Plan, Community Development Code, Transportation System Plan and/or Municipal Code, as well as regulations enforced on behalf of Clean Water Services or Washington County, when redevelopment occurs on the subject properties.

SECTION 3. The City of Tigard shall refund Gabriel Investment, LLC, and Pascuzzi Investment, LLC, the fee of $1,000 for each Measure 37 claim.

SECTION 4. Gabriel Investment, LLC, expects redevelopment of their properties at 11535 SW Tiedeman Avenue and 11555 SW Tiedeman Avenue to occur when existing leases on the properties terminate; however, the redevelopment shall be at the sole discretion of Gabriel Investment, LLC, at a time of its choosing and upon careful evaluation of future financial and market conditions. Moreover, Gabriel Investment, LLC, as well as Pascuzzi Investment, LLC, shall work with the City and Community Development staff to develop their properties in a way that is consistent with the regulations in place at the time the Measure 37 claim was filed (December 4, 2006) and mutually beneficial to the community and owners.

SECTION 5. This agreement is effective upon approval by City Council.

CITY OF TIGARD

Tom Coffee

Tom Coffee
Community Development Director

CITY OF TIGARD

Craig Prosser
City Manager

GABRIEL INVESTMENT, LLC

March 8, 2007

Pasquale Pascuzzi
Managing Member

PASCUZZI INVESTMENT, LLC

March 8, 2007

Pasquale Pascuzzi
Managing Member

APPROVED BY CITY COUNCIL:

Craig Dirksen
Mayor

Agenda Item # 4.5
Meeting Date 3/27/07

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Transportation and Growth Management Grant Application for Pathway Study

Prepared By: Duane Roberts Dept Head Approval: TC City Mgr Approval: CR

ISSUE BEFORE THE COUNCIL

Shall Council approve a resolution authorizing the submittal of a Transportation and Growth Management (TGM) grant application for the preparation of a multi-modal pathway plan?

STAFF RECOMMENDATION

Staff recommends Council approve the resolution authorizing submittal of the grant proposal.

KEY FACTS AND INFORMATION SUMMARY

The TGM Program is a joint program of the Oregon Departments of Transportation and Land Conservation and Development. Up to $5 million will be available for grants to local jurisdictions during the 2007-09 biennium for transporation and land use planning activities. Eligible transportation planning activities include, "planning for transportation facilities that result in a balanced, multi-modal system that addresses and accommodates a range of transportation needs, including bicycle/pedestrian pathways."

A proposed multi-modal pathway project is one of two projects identified by staff as meeting TGM eligibility requirements and also as carrying out Council Goals. The other is a transportation system plan, or TSP, update. The TSP project is the subject of a separate agenda item at the 3/27/07 Council meeting.

The pathway project focuses on identifying, evaluating, and setting priorities for short pathway connections to provide for more direct travel within the City. These are primarily off-street, off green-way, trail connections but may connect to these networks. The objective of the project is to identify potential pathways in an attempt to increase connectivity and options for the use of non-auto modes by residents. The project will focus on potential paths that would improve the convenience of daily trips to school, work, and shopping areas. This includes reducing out of direction travel at least one-fourth mile, extending pathways to provide more access, providing critical connections between two existing pathways that currently have gaps, and providing short-cuts between two streets. Connections designed for pedestrians and cyclists that are direct, convenient, and safe may decrease trip length sufficiently to cause some residents to substitute walking or cycling for longer, more circuitous driving trips. The anticipated outcome of the project is a prioritized list of short pathway improvements.

The pathway plan will be prepared by a consultant hired by the City through a competitive process and will include extensive public participation. The grant request of $50,000.00 will be used to pay for the consultant. A proposed local match of $9,000.00 will be in the form of staff time and materials, with no City cash required.

Finance Department review of the grant application was underway as of March 12, 2007.

OTHER ALTERNATIVES CONSIDERED

None considered.

CITY COUNCIL GOALS

Tigard City Council Goal No. 3 calls for the City to aggressively pursue funding to correct traffic congestion within the City.

ATTACHMENT LIST

Attachment No. 1: A resolution authorizing the submittal of a transportation growth management program grant proposal to finance preparation of a multi-modal pathways plan.

FISCAL NOTES

The estimated cost of the project is $59,000.00. The proposed grant request is $50,000.00. The remaining $9,000.00 will be a local in-kind contribution of City staff time No hard matching dollars are proposed. If selected for funding, the grant dollars would be available in FY 2007-08. The project funds would stay in ODOT's budget and the grant would be administered by ODOT, rather than the City.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 07-_____

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION GROWTH MANAGEMENT PROGRAM GRANT PROPOSAL TO FINANCE A MULTI-MODAL PATHWAYS PLAN

WHEREAS, Oregon Departments of Transportation and Land Conservation and Development are accepting applications for the Transportation and Growth Management Grant Grant Program, which program these agencies jointly administer; and

WHEREAS, the City of Tigard desires to participate in this grant program to the greatest extent possible as a means of carrying out locally important transportation and land use planning activities; and

WHEREAS, Tigard City Council Goal No. 3 calls for the City to aggressively pursue funding to correct traffic congestion within the City; and

WHEREAS, preparation of a multi-modal pathway plan to provide for more direct pedestrian and bicycle travel within the City has been proposed in response to this goal; and

WHEREAS, preparation of a multi-modal pathway plan is an eligible activity under the Transportation and Growth Management Grant Program; and

WHEREAS, the total estimated cost of developing the plan is $59,000.00, with the City contributing $9,000.00 of that amount in the form of in-kind contributions.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Council hereby expresses its support for the preparation of a Multi-Modal Pathway Plan and authorizes submission of an application for Transportation Growth Management funding assistance.

SECTION 2: The City is prepared to provide $9,000.00 (15%) toward the total cost of the project in the form of in-kind contributions.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2007.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

Agenda Item # 4.6
Meeting Date March 27, 2007

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Transportation and Growth Management (TGM) Grant Application Submittal for the Tigard Transportation Plan Update

Prepared By: Darren Wyss Dept Head Approval: JC City Mgr Approval: CL

ISSUE BEFORE THE COUNCIL

Should the City Council approve a resolution endorsing the submittal of a Transportation and Growth Management (TGM) grant application for updating the Tigard Transportation System Plan (TSP)?

STAFF RECOMMENDATION

Approval, by motion, of the attached resolution endorsing submittal of the application.

KEY FACTS AND INFORMATION SUMMARY

1. TGM grants help local governments develop transportation system plans and plan updates and ordinances that implement the Transportation Planning Rule and the 1999 Oregon Highway Plan.
2. The current City TSP was adopted in January 2002, but was developed based on data from 1999 or earlier.
3. Current and recent projects will have future impacts upon the transportation system within the City. This includes the Highway 99W Corridor Improvement and Management Plan, the Tigard Downtown Improvement Plan, the update of the Comprehensive Plan, development within the Tigard Triangle, Metro's update of the Regional Transportation Plan, the Highway 217 Corridor Study, Westside Commuter Rail, and the I-5 to Highway 99W Connector Study.
4. The City Comprehensive Plan is eligible for Periodic Review in July, 2007, and the Tigard TSP Update will allow the City to update transportation related goals/policies/action measures and comply with Transportation Planning Rule (TPR) 660-012-0055 (Timing of Adoption and Update of Transportation System Plans; Exemptions), Section 5, regarding TSP updates. The section states that "cities and counties shall update their TSPs and implementing measures as necessary to comply with this division at each periodic review subsequent to initial compliance with this division."
5. The TPR also mandates that the City must amend its TSP to be consistent with an adopted regional transportation system plan within one year of the update's adoption. Metro is currently completing the Regional Transportation Plan, and completion is expected in summer, 2007.
6. The proposed TGM grant would contribute to helping achieve four of the five 2007 City Council Goals. Goals 1 and 2 directly relate to land use, which in turn influences the transportation system. Goal 3 seeks funding to correct traffic congestion and the project would require involvement with various agencies, which is the subject of Goal 4.

The TGM Program is a joint program of the Oregon Department of Transportation (ODOT) and the Oregon Department of Land Conservation and Development (DLCD). It is funded with federal Safe, Accountable, Flexible,

Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and State of Oregon funds. For the last 14 years the TGM program has provided resources to help Oregon communities prepare transportation and land use plans to respond to pressing transportation-related growth management issues. Pending legislative approval, up to $5 million will be available for grants to local jurisdictions for the 2007-2009 biennium. In May, 2007, successful applicants will receive notice of a grant offer. The successful applicant and a TGM grant manager will prepare a statement of work, select a consultant (as appropriate), and complete an Intergovernmental Agreement by a negotiated deadline. Grantees are responsible for providing a match of 11% or more of the total cost of the project. This may be in the form of cash or staff time and direct project expenses.

The deadline for submitting a TGM grant application for the 2007-2009 biennium was March 9, 2007. To allow jurisdictions sufficient time for their governing bodies to schedule official action, letters of support from City leaders could be submitted after the application deadline. To meet the application deadline and ensure that the City would be in contention for the grant funding, the Tigard TSP Update grant application was submitted on March 9, 2007. The requested grant amount of $150,000 will be used to pay a consultant and other eligible costs. Staff time and materials will satisfy the required 11% match. If Council approves the resolution, it will immediately be transmitted to the TGM program director. If Council chooses not to approve the resolution, the application will be withdrawn.

The 2007-2009 Biennium is a critical funding period for this project. The City is in the process of updating its Comprehensive Plan and will be eligible for periodic review in July, 2007. As staff gathered data to support Comprehensive Plan goals and policies, a need to update the Tigard TSP became readily apparent. Although the Tigard TSP was adopted in January, 2002, the data contained in the TSP dated to 1999 or before. This issue needs to be addressed as annexations, new development and planning efforts have changed the transportation landscape since 1999. City residents have also consistently ranked traffic congestion as a top concern in various surveys and City Council has made it a goal to aggressively pursue funding to correct traffic congestion within the City. The Tigard TSP Update project will review the existing TSP to evaluate what needs to be retained, add any elements that may be needed to reflect changes since 1999, and help to ensure compliance with Statewide Planning Goal 12 during the Periodic Review Process. The project will also comply with the Transportation Planning Rule requirement of local TSP updates within a year of a Metro Regional TSP update, and incorporate the results from other transportation planning projects. An updated TSP will also accommodate any proposed land-use changes resulting from the implementation of the Downtown Improvement Plan and the City's in-progress Comprehensive Plan Update and impending Periodic Review.

Due to the late notification of available TGM grant funds and the impending deadline, the Tigard TSP Update application was unable to follow the City of Tigard grant application procedures. The City Manager was aware of the situation and approved of the "tentative" submission, while requiring an immediate resolution to be taken to Council and adherence to the required review process found in the grant application procedures.

OTHER ALTERNATIVES CONSIDERED

Pull the submitted TGM grant application from consideration for funding.

CITY COUNCIL GOALS

1. Comprehensive Plan
   a. Updating the blueprint for the City
   b. Public Input

2. Continue to Support Implementation of the Downtown Plan
   a. Pursue funding for projects
   b. Prepare for business/developer recruitment
   c. Promote Tigard identity
   d. Promote community fabric in the downtown
      i. Business development
      ii. Public Square
      iii. Farmers Market
      iv. Arts & Culture

3. Aggressively pursue funding to correct traffic congestion within the City
   a. Seek funding for 99W improvements
   b. Support the I-5 Connector
   c. Support Hwy 217 funding

5. Increase Tigard's involvement with Washington County, Metro, State, ODOT, Tri-Met, and Federal government.

ATTACHMENT LIST

Attachment 1: Resolution

FISCAL NOTES

The proposed grant request is $150,000. There is a required match by the City of 11%, which can be covered by in-kind contributions of City staff time and materials.

From a budgetary standpoint, the TGM grant program does not involve transfer of funds to recipients. ODOT maintains financial control of funds and is responsible for payments to contracted consultants. The relationship of jurisdictions to ODOT and their responsibilities to work toward completion of approved projects are spelled out in detailed intergovernmental agreements.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 07-_____

A RESOLUTION SUPPORTING A TRANSPORTATION AND GROWTH MANAGEMENT GRANT APPLICATION FOR THE TIGARD TRANSPORTATION SYSTEM PLAN UPDATE

WHEREAS, Tigard City Council Goal No.1, Comprehensive Plan, emphasizes the completion of an update of the blueprint for the City; and

WHEREAS, Tigard City Council Goal No.3, Aggressively pursue funding to correct traffic congestion within the City, emphasizes the identification of specific solutions to alleviate congestion in the community; and

WHEREAS, preparation of the Tigard TSP Update is eligible for the State's Transportation and Growth Management (TGM) grant program, which provides funding to local governments in Oregon to carry out transportation and land use planning activities; and.

WHEREAS, the requested grant amount is $150,000 and the City is responsible for providing 11 percent of that amount in local matching funds.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Council hereby expresses its support for the preparation of a Tigard TSP Update and authorizes submission of a TGM grant application for State funding assistance during the 2007-2009 biennium.

SECTION 2: The City is prepared to provide 11 percent local match of the grant funds in the form of staff time and materials during the 2007-2009 biennium.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2007.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

Agenda Item # 4. 7. a.
Meeting Date March 27, 2007

LOCAL CONTRACT REVIEW BOARD AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Award a Contract for the Construction Phase of the Water Building Renovation

Prepared By: Brian Rager Dept Head Approval: City Mgr Approval:

ISSUE BEFORE THE LOCAL CONTRACT REVIEW BOARD

Shall the Local Contract Review Board (LCRB) award the contract for the construction phase of the water building renovation to Centrex Construction, Inc. and authorize staff to complete and execute the contract?

STAFF RECOMMENDATION

Award the contract.

KEY FACTS AND INFORMATION SUMMARY

- On July 18, 2006, the City Council heard a presentation on the water building renovation and relocation of Public Works staff to that building. The renovation project would:
  - Make way for one of the first urban renewal projects by providing a work space for staff currently housed in the Public Works' Annex. This building is slated for demolition as part of the Ash Drive/Burnham Street urban renewal project.
  - Consolidate administrative staff in a single building.
  - Get the City one step closer to vacating the public works office/operations complex. The site of this complex has been earmarked for future urban renewal projects.
  - Allow the City to make good use of a partially vacant, modern facility.
- On August 8, 2006, the Council approved Budget Amendment #3 to the FY '06/'07 budget which funded the water building renovation project.
- On October 24, 2006, the Council awarded a contract to LRS Architects for the design phase of the water building renovation.
- Construction is the next phase of the renovation. The following eight bids met all bidding requirements:

Engineers Estimate	**$425,000**
Interwest Construction Inc.	$451,069
Emerick Construction Co.	$456,568
First Cascade Corporation	$490,059
Brockamp and Jaeger, Inc.	$455,289
Bourke Construction Inc.	$433,487
Jaeger and Erwert General Contractors, LLC	$432,200
Centrex Construction Inc.	$386,136
Cedar Mill Construction Company	$413,000

The lowest responsive bid of $386,136 was submitted by Centrex Construction Inc. Staff recommends the LCRB award the contract to Centrex Construction Inc.

OTHER ALTERNATIVES CONSIDERED

The LCRB could choose not to award the contract to Centrex Construction Inc. and could direct staff on how to proceed with the renovation/relocation project. Such a decision would delay the Ash Avenue/Burnham Street urban renewal project, since staff occupying the Annex must be relocated prior to the construction the new intersection.

CITY COUNCIL GOALS

Goal #2 - Continue to Support Implementation of the Downtown Plan

ATTACHMENT LIST

None

FISCAL NOTES

A FY '06/ '07 budget amendment was approved by the Council which provided $630,000 for the renovation project. Of this $630,000, costs for the design phase of the project are approximately $60,000. With the construction bid of $386,136, staff is confident the remaining balance will be sufficient to cover the other expenses associated with the renovation, such as furniture, moving expenses and contingencies. Funding for the project is being divided among the Water, Sanitary Sewer and Storm Water Funds.

Agenda Item # 4.7.6
Meeting Date March 27, 2007

LOCAL CONTRACT REVIEW BOARD AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Contract award for bulk mailing services.

Prepared By: Joe Barrett Dept Head Approval: RJJ City Mgr Approval: CL

ISSUE BEFORE THE LOCAL CONTRACT REVIEW BOARD

Shall the Local Contract Review Board award a contract for bulk mailing services to Bend Mailing Services?

STAFF RECOMMENDATION

Staffs recommends the Local Contract Review Board award a contract for bulk mailing services to Bend Mailing Services and authorize staff to take all necessary steps to execute the agreement.

KEY FACTS AND INFORMATION SUMMARY

The City currently provides water, stormwater management, and sanitary sewer services to the residents of Tigard, Durham, King City, and the unincorporated areas of Washington County surrounding these cities. Billing for these services, along with the City's Street Maintenance Fee, is conducted on a bi-monthly basis and generate an estimated 115,000 bills annually.

For the past several years, the City has contracted with Garten Mailing Services, a state-certified Qualified Rehabilitative Facility (QRF) for the mailing of the utility bills. Garten has made the decision to largely move out of the Portland Metro business market, leaving the City without a mailing services vendor. At the same time, the decision was also made to move the City's utility bill mailing to a more efficient and cost effective process.

Under the terms of this new contract, the utility bills will be transmitted electronically to the mailing service, which will print and mail the bills. This process will save the City an estimated $6,000 annually in printing costs.

As there are no other QRF vendors that provide the required services, staff initiated a Request for Proposal for the services on February 26, 2007. Two responses were received, reviewed, and scored on the following criteria:

- Firm's Qualifications & Experience,
- Project Understanding & Approach,
- Services & Flexibility, and
- Pricing

After the review and scoring was completed, Bend Mailing Services has been determined by staff to have the proposal that best meets the City's needs and is staff's recommendation to received the contract to provide bulk mailing services to the City.

OTHER ALTERNATIVES CONSIDERED

None.

CITY COUNCIL GOALS

None.

ATTACHMENT LIST

None.

FISCAL NOTES

The estimate annual cost of this contract is $35,000 and the contract may be extended to five years. The contract will be expensed through the Financial Operations budget.

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Agenda Item # 5
Meeting Date 03/27/07

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Approval of Jaywalking Ordinance

Prepared By: Bill Dickinson Dept Head Approval: WMP City Mgr Approval: CL

ISSUE BEFORE THE COUNCIL

Should the City Council approve a new Jaywalking Ordinance?

STAFF RECOMMENDATION

Staff recommends approving the Jaywalking Ordinance.

KEY FACTS AND INFORMATION SUMMARY

At the November 28, 2006, City Council meeting, a new jaywalking ordinance was offered for consideration. The purpose of the ordinance is to enhance safety through the reduction of car vs. pedestiran accidents.

Council directed staff to revisit several issues, and a revised version of the ordinance was presented on February 27, 2007. Revision included reducing the distance for compulsory use of a crosswalk and established a clearly defined rule for citizens to follow when not within 100 feet of a crosswalk.

OTHER ALTERNATIVES CONSIDERED

Do not consider passing a Jaywalking Ordinance.

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

Attachment A - Jaywalking Ordinance.

FISCAL NOTES

N/A

ATTACHMENT A

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 07-_____

AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE BY ADDING A NEW SECTION 10.32.235 REGARDING USE OF CROSSWALKS (JAYWALKING)

WHEREAS, Tigard has experienced collisions involving pedestrians and vehicles as well as injuries resulting from those collisions; and

WHEREAS, the City Council finds that guidelines for pedestrians crossing public roadways are necessary for increased public safety and to reduce the number of collisions involving pedestrians and vehicles;

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Tigard Municipal Code is amended by adding a new Section 10.32.235 to read as follows:

10.32.235 USE OF CROSSWALKS (JAYWALKING)

1. No pedestrian may cross the street or roadway other than within a crosswalk if they are within 100 feet of a crosswalk.

2. A Pedestrian shall cross a street or roadway at a right angle unless crossing within a crosswalk.

3. For purposes of this section, "crosswalk" has the same meaning as found in Oregon Revised Statutes.

4. A violation of any provision of this section is a Class D violation notwithstanding any other provision in this chapter.

SECTION 2: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2007.

_____
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2007.

_____
Craig Dirksen, Mayor

Approved as to form:

_____
City Attorney

_____
Date

Agenda Item # 6
Meeting Date 3-27-07

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Proposed Graffiti Ordinance for Approval by Council

Prepared By: Chief Bill Dickinson Dept Head Approval: [illegible] City Mgr Approval: [illegible]

ISSUE BEFORE THE COUNCIL

Shall the City Council approve a new Graffiti ordinance.

STAFF RECOMMENDATION

Staff recommends that Council approve the proposed Graffiti ordinance.

KEY FACTS AND INFORMATION SUMMARY

Recently there has been an increase in citizen complaints regarding graffiti in Tigard. To address the increase in graffiti, the Police Department has proposed a new Ordinance.

A presentation to City Council on February 27, 2007, provided a look at the increased rates, including the incidence of gang graffiti, as well as an increase in hate crime graffiti that has been associated with some of our recent incidents. Following these presentations, Council directed staff to prepare an ordinance to provide a procdure for removal of graffiti from buildings, walls and other structures in order to reduce social and economic deterioration within the City and to promote public safety and health.

The Police Department looked at the ordinances in place in the cities of Portland and Tualatin and developed an a graffiti ordinance, with assistance from the City Attorney. The proposed ordinance encourages compliance and ultimately gives us an effective tool for gaining compliance by property owners.

OTHER ALTERNATIVES CONSIDERED

Take no action.

CITY COUNCIL GOALS

None.

ATTACHMENT LIST

Attachment A - Graffiti Ordinance.
Attachment B - Memo from City Attorney.

FISCAL NOTES

There is no cost to the City as a result of this ordinance.

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CITY OF TIGARD, OREGON

ORDINANCE NO. 07_____

AN ORDINANCE AMENDING THE TIGARD MUNICIPAL CODE TO ADD SECTION 7.40.125 AND AMENDING SECTION 1.16.030 FOR THE REGULATION OF GRAFFITI IN PUBLIC PLACES.

WHEREAS, the rate of graffiti left on public places in the city is increasing; and

WHEREAS, gang graffiti and hate graffiti have been associated with some of the recent incidents reported by the Tigard Police Department; and

WHEREAS, the Police Department is well placed to observe the nuisance and to act to enforce the new city regulations against graffiti; and

WHEREAS, the Council finds that graffiti has become a nuisance affecting public safety that should be closely regulated, and to do so is in the public interest and necessary for the peace, health and safety of the general public;

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Tigard Municipal Code is amended by adding a new Section 7.40.125 Graffiti, to read as follows:

7.40.125 Graffiti

A. Definitions.

As used in this section, unless the context requires otherwise:

1. "Abate" means to remove graffiti from the public view.

2. "Graffiti" means any inscription, word, figure, or design that is marked, etched, scratched, drawn or painted on any surface with paint, ink, chalk, dye, other similar substance or placement of stickers or appliques, regardless of content; which is visible from premises open to the public, such as public right of ways or other publicly owned property, and that has been placed upon any real or personal property, such as buildings, fences, and structures, without authorization from the owner or responsible party.

3. "Graffiti nuisance property" means a property upon which graffiti has been placed and such graffiti has been permitted to remain for more than 14 days after the property owner of record or occupant has been issued written notification.

4. "Manager" means the Tigard City Manager or the manager's designee who is responsible for the administration of the graffiti nuisance abatement program under this chapter.

5. "Occupant" means any person, tenant, sublessee, successor or assignee that has control over property.

6. "Owner" means any person, agent, firm or corporation having a legal or equitable interest in a property and includes but not limited to a mortgagor in possession, an occupant, or a person, agent, firm or corporation that owns or exercises control over items of property such as utility poles, drop boxes, postal collection boxes, and other types of containers.

7. "Permit" means to knowingly allow, suffer, or acquiesce by any failure, refusal, or neglect to abate.

8. "Premises open to the public" means all public spaces, including but not limited to streets, alleys, sidewalks, parks, rights of way and public on space, and private property onto which the public is regularly invited or permitted to enter for any purpose.

9. "Property" means any real or personal property, including but not limited to items affixed or appurtenant to real property or premises, house, building, fence or structure and items of machinery, drop boxes, waste containers, utility poles and vaults, and post office collection boxes.

10. "Responsible party" means an owner, an entity or person acting as an agent for arm owner by agreement, that has authority over the property or is responsible for the property's maintenance or management. There may be more than one party responsible for a particular property.

11. "Unauthorized" means without consent of the owner, occupant or responsible party.

B. Graffiti Nuisance Property

1. Any property location in the City of Tigard that becomes a graffiti nuisance property is in violation of this section and is subject to its remedies.

2. Every responsible party who permits a property to become a graffiti nuisance property is in violation of this section and subject to its remedies.

C. Graffiti Removal; Notice and Procedures

1. This subsection sets out procedures to be used in processing an infraction of Section 7.40.125, notwithstanding Subsections 7.40.030.C and 1.16.060.2 of this Code. Except as provided herein, other applicable provisions of Chapter 1.16 shall remain in effect.

2. The owner or occupant of any property within the City of Tigard shall remove any graffiti from that property within 14 days of the graffiti's appearance.

3. Whenever the Manager determines that graffiti exists on any property in the City, the Manager may issue an abatement notice. The owner or occupant shall have 14 days after the date of service of the notice to remove the graffiti.

4. The notice shall be served by addressing the notice to the owner or occupant and delivering it by personal service or by mailing it as certified mail. Service may also be accomplished by posting the notice in a clearly visible location on the subject property.

5. If the person who was served the notice is unable to remove, or cause to remove, the graffiti within the 14 day period due to a hardship, he or she may apply to the Manager for an extension of time in which to remove the graffiti. For purposes of this subsection, "hardship" includes but is not limited to serious illness or disability, extremely inclement weather that temporarily prevents removal of the graffiti, or other extraordinary circumstance.

6. If the graffiti is not removed within 14 days after serving notice on the owner or occupant, the Manager may cause a citation to be issued to the owner or occupant or both requiring the person to appear in Tigard Municipal Court.

7. Failure to remove the graffiti as required by this section is a violation punishable by a fine of up to one hundred dollars. Each day the graffiti remains after the notice is sent constitutes a separate offense.

8. The City Manager may adopt rules and procedures to implement this chapter.

SECTION 2: Tigard Municipal Code Subsection 1.16.030.2 is amended to read as follows: (**Bold** is new language):

2. "Code Enforcement Officer" means the individual or individuals appointed or designated by the Director of Community Development or the City Manager to enforce the provisions of this chapter. For enforcement of Chapters 10.16 through 10.32**, Section 7.40.125,** and Chapter 7.60, "Code Enforcement Officer" also includes Community Service Officers of the police department.

SECTION 3: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2007.

_____
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this ____ day of _____, 2007.

_____
Craig Dirksen, Mayor

Approved as to form:

_____
City Attorney

_____
Date

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ATTACHMENT B

RAMIS
CREW
CORRIGAN, LLP
ATTORNEYS AT LAW

1727 N.W. Hoyt Street
Portland, Oregon 97209

(503) 222-4402
Fax: (503) 243-2944

MEMORANDUM

TO: Mayor and City Council

FROM: Timothy V. Ramis, City Attorney

DATE: March 15, 2007

RE: Proposed Graffiti Ordinance

The proposed ordinance to regulate graffiti in the city will amend the municipal code by adding a new section to Chapter 7.40 Nuisances, under Article III Nuisances Affecting Public Safety.

As drafted, the ordinance would allow the Police Department to use Community Service Officers to enforce the new regulations. The procedures established by the graffiti ordinance will be applied in conjunction with other applicable procedures in Chapter 1.16 Civil Infractions.

Agenda Item # 7
Meeting Date March 27, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Lanphere Enterprises, Inc. Ballot Measure 37 Claim (M372006-00003) CP

Prepared By: Cheryl Caines Dept Head Approval: TC CW City Mgr Approval:

ISSUE BEFORE THE COUNCIL

To consider a Ballot Measure 37 claim for compensation or waiver of zoning and development regulations for property located along Cascade Boulevard in Tigard.

STAFF RECOMMENDATION

Adopt the attached ordinance granting Ballot Measure 37 waiver of the Tigard Development Code making sales, service and repairs of automobiles, motorcycles and other light vehicles a non-conforming use for the subject parcel and allow expansion of the use under the Tigard Development Code in place at the time the property on Cascade Boulevard was acquired, subject to applying for and receiving site development review approval.

KEY FACTS AND INFORMATION SUMMARY

Lanphere Enterprises, Inc. is seeking a waiver of the current zoning land use regulations that restrict expansion of the existing vehicle sales, service and repair use on a 2.15 acres site located on Cascade Boulevard, south of Highway 217. Ballot Measure 37 established a process whereby a property owner or family member who acquired property prior to the adoption of land use regulations can make a claim if the land use regulation has restricted the use of property and reduced the market value of the property. The unit of government responsible for the regulation must either pay compensation for the reduced property value or waive the regulation. In April of 2000 the property was zoned MUC (Mixed Use Commercial) and became part of the Washington Square Regional Center. Special site and building design standards are now required for developments within this area. The property is currently developed with a motorcycle/light equipment sales and repair business, which was permitted under the previous zoning – Industrial Park (I-P). Proposed changes are unknown at this time because no development plan was submitted with this claim.

The Claimant's representative, Steve Morasch with Schwabe, Williamson & Wyatt, Attorneys at Law, states the reduction in property value is approximately $1,404,810.00. Documentation supporting this amount was not submitted with the application, but Mr. Morasch states that an appraisal can be provided. Lanphere Enterprises, Inc. acquired the property on March 26, 1992. The Claimant's preference is for a waiver of land use regulations that restrict expansion of the existing use.

Should the City Council choose to grant the waiver, it is suggested that the waiver be granted to the owner, Lanphere Enterprises, Inc., and not the land and be specific to allow vehicle sales, service and repair. Once a site development review application is filed, the application will be processed under the I-P standards in place at the time the property was acquired. Development may occur consistent with any approved site development review. Once the property is developed, it may continue to be used for vehicle sales, service and repair, even if there are changes in ownership or tenants. Once Lanphere Enterprises, Inc. ceases to be the owner, however, any expansion or major modification beyond development applied for during this ownership shall be subject to the rules in effect at the time of change in ownership.

The differences between the codes include mainly site and building design standards required by the Washington Square Regional Center section. Under the current regulations, the minimum front yard setback is 0 feet and maximum is 10 feet, maximum building height is 200 feet, buildings must occupy at least 50% of a site's street frontage, 50% of the ground floor walls must be windows/display areas or doorways, freestanding signs have a maximum height of 10 feet, and the minimum landscape requirement is 15%. Street standards require wider pedestrian and vehicular routes. The previous I-P zoning required a 35-foot front yard setback, the maximum building height was 45 feet but could go up to 75 feet under certain circumstances, there were no building design requirements, the landscaping minimum was 25%, and the maximum sign height was 20 feet.

OTHER ALTERNATIVES CONSIDERED

1. Deny the waiver.
2. Pay compensation to the land owner in which case the City may want to obtain its own market assessment of the amount of compensation.

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

Attachment 1: Ordinance allowing expansion of a non-conforming use on the property.
Attachment 2: Staff Report
Exhibit A: Vicinity Map
Attachment 3: Applicant's Materials

FISCAL NOTES

The applicant provided a $1,000 deposit to cover application review costs. This deposit will be refunded to the applicant if the claim or waiver is granted. There are no budgeted funds to pay compensation.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 07-_____

AN ORDINANCE ADOPTING FINDINGS TO GRANT A BALLOT MEASURE 37 WAIVER OF THE TIGARD DEVELOPMENT CODE MAKING SALES, SERVICE AND REPAIRS OF AUTOMOBILES, MOTORCYCLES AND OTHER LIGHT VEHICLES A NON-CONFORMING USE FOR THE 2.15 ACRES ON CASCADE BOULEVARD, SOUTH OF HIGHWAY 217(WCTM 1S135BA, TAX LOT 02800) AND ALLOW EXPANSION OF THE USE UNDER THE TIGARD DEVELOPMENT CODE IN PLACE AT THE TIME THE PROPERTY WAS ACQUIRED BY LANPHERE ENTERPRISES, INC. (MARCH 26, 1992) SUBJECT TO APPLYING FOR AND RECEIVING SITE DEVELOPMENT REVIEW APPROVAL (M372006-00003).

WHEREAS, the voters of the State of Oregon passed Ballot Measure 37 in 2004; and

WHEREAS, Ballot Measure 37 provides the responsible governing body to either pay compensation for reduced property value or waive the regulations where property is owned prior to the adoption of land use regulations; and

WHEREAS, a claim was made by Lanphere Enterprises, Inc. in the amount of $1,404,810.00 as the net difference in the value of the property under the Tigard Development code in place on March 26, 1992 ; and

WHEREAS, Lanphere Enterprises, Inc. has owned the property since March 26, 1992 preceding the present zoning of Mixed Use Commercial (MUC) and the current development standards.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The attached staff report (**Attachment 2**) and applicant's materials (**Attachment 3**) are hereby adopted as findings.

SECTION 2: A waiver from the MUC zoning and current development code requirements is hereby granted to Lanphere Enterprises, Inc. to allow expansion of the use of motor vehicle sales, service and repair. Lanphere Enterprises, Inc. can be allowed to apply for Site Development Review under the code and zoning in place on March 26, 1992. Zoning was then Industrial Park (I-P). Once the property is developed, it may continue to be used for vehicle sales, service and repair, even if there are changes in ownership or tenants. Once Lanphere Enterprises, Inc. ceases to be the owner, however, any expansion or major modification beyond development applied for during this ownership shall be subject to the land use regulations in effect at the time of application.

SECTION 3: This waiver applies to 10380 SW Cascade Avenue; WCTM 1S135BA, Tax Lot 02800.

SECTION 4: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2007.

_____
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2007.

_____
Craig Dirksen, Mayor

Approved as to form:

_____
City Attorney

_____
Date

ATTACHMENT 2

Hearing Date: March 27, 2007 Time: 7:30 PM

STAFF REPORT TO THE CITY COUNCIL FOR THE CITY OF TIGARD, OREGON

TIGARD

180 DAY CLAIM PROCESSING PERIOD = 5/28/2007

SECTION I. CLAIM SUMMARY

FILE NAME: LANPHERE ENTERPRISES, INC. COMPENSATION CLAIM

CITY CASE NO: Measure 37 Claim (M37) M372006-00003

CLAIMANT/ OWNER: Lanphere Enterprises, Inc.
12520 SW Canyon Rd.
Beaverton, OR 97005

CLAIMANT'S ATTORNEY: Steve Morasch
Schwabe, Williamson & Wyatt
700 Washington St., Suite 701
Vancouver, WA 98660

CLAIM: The Claimant seeks a waiver of provisions of the Tigard Development Code making sales, service and repairs of automobiles, motorcycles and other light vehicles a non-conforming use for the subject parcel. Waiver is also requested of the regulations that prevent the claimant from expanding the existing use of the property. The Tigard Development Code allows expansions of lawfully pre-existing uses as long as the Washington Square Regional Center standards are substantially met or shows complete conformance. The amount claimed as compensation without such waiver is $1,404,810.00.

AFFECTED REGULATION: The Claimant seeks a waiver of land use regulations that restrict expansion of the existing use. The applicant's supporting materials refer generally to Code sections found in 18.520 – Commercial Zoning Districts, 18.630 – Washington Square Regional Center, and 18.765 – Off Street Parking & Loading Requirements. Reference is also made to any Comprehensive Plan or Development Code amendments pursuant to the Washington Square Regional Center Plan and any provisions that restrict expansion of the existing use. No specific code provisions are cited. Furthermore, the claimant provides no specific development plan. Because the compensation claimed is for loss of value resulting from restrictions on the existing use of vehicle sales, servicing and repair, staff has limited its review to expansion of that use.

ZONING DESIGNATION: MUC: Mixed Use Commercial District. The MUC zoning district includes land around the Washington Square Mall and land immediately west of Highway 217. Primary uses permitted include office buildings, retail, and service uses. Also permitted are mixed-use developments and housing at densities of 50 units per acre. Larger buildings are encouraged in this area with parking under, behind or to the sides of buildings.

LOCATION: 10380 SW Cascade Avenue; WCTM 1S135BA, Tax Lot 02800.

APPLICABLE CODE CRITERIA: Municipal Code Chapter 1.20.

SECTION II. STAFF RECOMMENDATION

Staff recommends that the City Council review the following report and determine whether the claim is valid. Staff further recommends that City Council opt for a waiver of those standards dealing with the Washington Square Regional Center, expansion of existing uses, off-street parking minimum and maximums and commercial zoning districts.

SECTION III. BACKGROUND

The subject parcel is located on Cascade Avenue and south of Highway 217. It is currently developed with Beaverton Honda, which is a motorcycle/light equipment sales and repair business. In April 2000, through Ordinance 00-18, City Council amended the Tigard Comprehensive Plan and Development Code to include the Washington Square Regional Center (WSRC) Plan. Zoning of the subject property was changed from Industrial Park (I-P) to Mixed Use Commercial (MUC). In April 2002, the City adopted Ordinance (Ord. 02-12) that implemented the WSRC Plan. Up until this point, application of the plan had been optional. The provisions of this ordinance, as it relates to the subject of the claim (expansion of an existing use), were not in effect at the time the subject property was acquired by the claimant on March 26, 1992.

SECTION III. APPLICABLE CRITERIA AND FINDINGS

Section 1.20.030 states a property owner wishing to make a claim against the City under Measure 37 shall first submit a claim to the City. A claim under Measure 37 must be in writing and include:

A copy of all claim documents submitted by the claimant is attached as Attachment 3.

A. Identification of the affected property. Identification may be by street address, subdivision lot number, tax lot number, or any other information that identifies the property.

The claimant identifies the property as being located at 10380 SW Cascade Avenue; WCTM 1S135BA, Tax Lot 02800.

B. The name and contact information of the person making the claim, the date the Claimant acquired the property, and, if applicable, the date that a family member of Claimant acquired the property and the names and relationships of family members that are previous owners.

The name and address of the entity making the claim is Lanphere Enterprises, Inc., 12520 Canyon Road, Beaverton, OR 97005. Lanphere's representative is Schwabe, Williamson and Wyatt, 700 Washington Street, Suite 701, Vancouver, WA 98660. The Claimant's representative states the property was acquired by the claimant on March 26, 1992 and submitted a warranty deed dated March 26, 1992 (# 92019213 Washington County) as evidence. The Claimant's representative submitted a title report dated October 13, 2006 showing Lanphere Enterprises, Inc. as the current owner.

C. A list of all persons with an ownership interest in or a lien on the property.

The title report identifies the claimant as the sole owner.

D. Identification of the regulation that is alleged to restrict the use of the affected property and a statement describing how the restriction affects the value of the property.

In a letter to the City dated November 28, 2006, Steve Morasch of Schwabe, Williamson and Wyatt, the Claimant's attorney, states that the City has rezoned the property and adopted zoning ordinances and Comprehensive Plan provisions that restrict the use and reduce the value of the property. The Claimant's representative identified Tigard Development Code (TDC) Section 18.520.030 and Table 18.520.1 which states sales, service and repair of automobiles, motorcycles and other light vehicles are not permitted within the MUC zone. The applicant alleges that these changes make the existing use non-conforming and prohibits or restricts any expansion of the existing use because WSRC standards must be substantially or completely met.

E. A statement whether the Claimant prefers compensation or a waiver, suspension or modification of the regulation, and a statement describing the extent to which the regulation would need to be waived, suspended or modified to avoid the need for compensation. A description of the proposed use must be provided.

The Claimant's representative states that a waiver of the land use regulations that restrict expansion of the existing use is preferred. The Claimant's representative has submitted a list of these regulations but also states that the claim also applies to any Comprehensive Plan amendment or zoning code amendment adopted pursuant the Washington Square Regional Center Plan and to Comprehensive Plan provisions that restrict expansion of the existing use. The list includes TDC Section 18.520 – Commercial Zoning Districts, TDC Section 18.630 – Washington Square Regional Center and TDC Section 18.765.020 & 070 – Off Street Parking.

F. The amount claimed as compensation and documentation supporting the amount. The documentation shall include a market analysis, an appraisal, or other documentation at least equivalent to a market analysis.

The claimant claimed $1,404,810.00 as compensation. Documentation supporting the amount was not submitted with this claim, but the Claimant's representative states that an appraisal can be provided.

G. The name and contact information of the Claimant's authorized representative or representatives, if applicable.

The Claimant's representative is Steve Morasch with Schwabe, Williamson, and Wyatt, 700 Washington Street, Suite 701, Vancouver, WA, 98660 (360-694-7551).

Section 1.20.080 outlines the criteria for making a decision on the compensation claim. In deciding the claim, the Decision Maker may take any of the following actions:

Deny the claim based on any one or more of the following findings:

a. The regulation does not restrict the use of the private real property.

The existing use was permitted under the zoning (I-P) in place at the time of acquisition. Under the current zoning (MUC) the use is not permitted and therefore, becomes a non-conforming use. Because the property is located within the Washington Square Regional Center, expansions of non-conforming uses are permitted by TDC 18.630.030 – Pre-Existing Uses and Development within the Washington Square Regional Center Mixed Use Districts. Expansions up to 20% of the gross floor area are allowed provided the applicant demonstrates substantial compliance with all appropriate development standards of the WSRC code or if the purposes of the standards are addressed to the extent the expansion allows. Expansions that happen after using the 20% expansion shall conform to the development standards of the WSRC code. It is not known whether the applicant can meet the current WSRC standards without reviewing a development application. There is also a process (Design Evaluation Team – TDC 18.630.110) that provides for flexibility from the WSRC standards.

b. The fair market value of the property is not reduced by the passage or enforcement of the regulation.

The fair market value of the property could be reduced because the new code requirements include street improvements, right-of-way dedications, and design requirements for the site and building. Without reviewing a land use application, knowing whether there is an actual reduction is problematic. It is, however, possible there is a reduction just as it is possible the development following the WSRC standards will positively impact the fair market value.

c. The claim was not timely filed.

The claim was filed on November 29, 2006 which was within the deadline to file a claim two years after the passage of Measure 37.

d. The Claimant is not the current property owner.

A copy of the title report and deeds was provided by the applicant. Both show Lanphere Enterprises, Inc. acquired the property on March 26, 1992 as the Claimant's representative has stated. Lanphere Enterprises, Inc. is the current owner.

e. The Claimant or family member of Claimant was not the property owner at the time the regulation was adopted.

In April 2000 the Tigard Comprehensive Plan, Development Code and zoning classifications were amended to include the Washington Square Regional Center. Application of the plan was optional until April 2002 when the plan was implemented. The Claimant was in possession of the property in 1992 and therefore, was owner at the time the challenged regulations were adopted.

f. The regulation is a historically and commonly recognized nuisance law or a law regulating pornography or nude dancing.

The Claimant's representative has focused on commercial use regulations and development standards that affect the existing use, which is now considered non-conforming. These standards are not related to nuisance law or law regulation pornography or nude dancing.

g. The regulation is required by federal law.

Design standards, off-street parking requirements and use regulations of the Tigard Development Code are not required by federal law.

h. The regulation protects public health and safety.

The Claimant's representative cites TDC standards and Comprehensive Plan policies related to Washington Square Regional Center, restrictions on the expansion of uses, and off-street parking minimums and maximums. None of these regulations are required to protect public health and safety.

i. The City is not the entity responsible for payment. The City is not responsible if the challenged law, rule, ordinance, resolution, goal or other enactment was not enacted or enforced by the City.

By adopting the Washington Square Regional Center standards, the City is implementing Metro's 2040 Growth Concept Plan. Still responsibility lies with the City.

j. The City has not taken final action to enforce or apply the regulation to the property for which compensation is claimed.

No detailed development plan or land use proposal has been reviewed or final action taken on to apply the challenged regulations. The City could deny the claim. The claimant then has the option of making application which then provides two years from the date of the decision to file a claim or to go directly to circuit court for a determination.

k. The City has not established a fund for payment of claims under Measure 37.

No such fund has been established at this time.

l. The Claimant is not legally entitled to compensation for a reason other than those listed in subsections a through k. The basis for this finding must be clearly explained.

Staff finds no other reasons, aside from those already listed, to deny the claim.

2. Pay compensation, either in the amount requested or in some other amount supported by the evidence. If the City pays compensation, the City shall continue to apply and enforce the regulation. Any compensation shall be paid from funds appropriated for that purpose. The City may require any person receiving compensation to sign a waiver of future claims for compensation under Measure 37 and the City may record that waiver with the County Recorder.

The City Council will need to make a determination of whether funds may be appropriated to pay any valid claim. To pay an alternative monetary claim would require an appraisal of the impact of the regulations and there is no way to determine how that alternative would relate to this claim.

3. Waive or not apply the regulation to allow the owner to use the property for a use permitted at the time the Claimant acquired the property.

The City Council shall decide whether to pay the claim or waive the regulation. Staff recommends that should a waiver be granted, it shall run with the person, not the land, and shall be a specific exemption to those standards dealing with Washington Square Regional Center, expansion of existing uses, off-street parking minimum and maximums, and commercial zoning districts.

4. Modify the regulation so that it does not give rise to a claim for compensation. Any such modification shall be for the specific property only unless the City follows the procedure for a legislative land use decision.

Waiving current regulations and allowing the applicant to apply under the standards in place at the time the property was acquired will eliminate the restrictions now on the properties use and value.

5. Conditionally waive or suspend the regulation subject to receipt of a defined amount of contributions toward compensation by a specified date from persons opposed to the waiver or suspension, such as persons who believe they would be negatively affected by waiver or suspension, with the waiver or suspension being granted if the defined amount of contributions is not received by the specified date. If the contributions are received, compensation shall be paid within 180 days of the date the claim was filed. The specified date shall allow the City time to process the contributions and pay compensation.

No contributions for compensation have been identified at this time.

The Decision Maker may take other actions it deems appropriate in individual circumstances, may modify the listed actions, and/or may combine the listed actions, consistent with Measure 37. The Decision Maker may negotiate an acceptable solution with the Claimant or may direct staff to negotiate with the Claimant. In the event that the Decision Maker directs staff to negotiate, the matter shall be set for further action by the Decision Maker no less than 175 days from the date of the notice of claim became complete. The Council shall take final action within 180 days of the claim. The Decision Maker shall take actions 2 through 5 only if it determines the claim is valid.

Staff recommends waiver of the current regulations affecting expansion of an existing non-conforming use, development within the Washington Square Regional Center, and minimum/maximum parking requirements. The claimant should file a development application and apply according to all regulations in place at the time the property was acquired (March 26, 1992).

A decision by a Decision Maker other than Council shall not be a final decision, but shall be a recommendation to Council.

This report represents only a recommendation to the City Council and is not the final decision of the City.

SECTION IV. CONCLUSION

Staff finds that the code amendments related to Washington Square Regional Center could restrict the development of the parcel in question. Waiver of current regulations is suggested. The claimant can be allowed to apply under the code and zoning in place on March 26, 1992. The main differences being that the property was zoned Industrial Park (I-P) rather than Mixed Use Commercial (MUC), Vehicle Sales and Repairs were permitted uses in the zone and there were no site and building design standards specific to the Washington Square Regional Center. The Council should decide whether to pay compensation, waive applicable regulations, or deny the claim based on Measure 37, taking into account the code provisions listed above. An ordinance specifically waiving the existing code requirements to the standards in place on March 26, 1992 has been prepared for Council consideration.

Cheryl Caines

PREPARED BY: Cheryl Caines
Assistant Planner

March 12, 2007
DATE

D. Bewersdorff

APPROVED BY: Dick Bewersdorff
Planning Manager

March 12, 2007
DATE

EXHIBIT A

CITY of TIGARD

GEOGRAPHIC INFORMATION SYSTEM

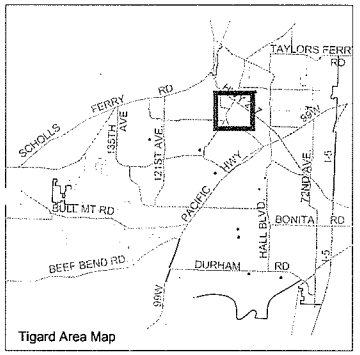
VICINITY MAP

M372006-00003

LANPHERE ENTERPRISES MEASURE 37 CLAIM

LEGEND:

SUBJECT SITE



N

0 100 200 300 400 500 Feet

1"= 487 feet

Information on this map is for general location only and should be verified with the Development Services Division.
13125 SW Hall Blvd
Tigard, OR 97223
(503) 639-4171
http://www.ci.tigard.or.us

Community Development

Plot date: Feb 2, 2007; C:\magic\MAGIC03.APR

PROCEDURE FOR BALLOT MEASURE 37 COMPENSATION CLAIM

City of Tigard Permit Center 13125 SW Hall Blvd., Tigard, OR 97223
Phone: 503.639.4171 Fax: 503.598.1960

The claim must be in writing and include the information listed below. The claim shall not be considered filed until all of the requirements of the procedure are met.

FOR STAFF USE ONLY

Case No.: _____ Application Accepted By: _____

Date: _____ Date Determined Complete: _____

Deposit: $1,000 (Deposit to be refunded if claim is determined to be valid. If claim is denied and ultimately determined invalid, the claimant shall reimburse the City for the costs the City incurs in processing the claim. If reimbursement exceeds the deposit, the claimant shall pay any additional amount within 30 days of a demand by the City for full payment. If costs are less than the deposit, the difference will be refunded to the claimant.)

IDENTIFICATION OF AFFECTED PROPERTY

Property Street Address/Location(s): 10380 SW Cascade Avenue
Tigard, Oregon 97223

Tax Map & Tax Lot # (s): 1S135BA-02800

Subdivision Lot # (s): n/a

CLAIMANT INFORMATION

Property Owners/Claimants/Deed Holders*: Lanphere Enterprises, Inc.
Steve Morasch, Schwabe, Williamson

Address: 700 Washington, Suite 701 Phone: 503-796-2498

City/State: Vancouver, WA Zip: 98660

(Attach list if more than one)

Date Claimant Acquired Property: March 26, 1992

Date Family Member of Claimant Acquired Property (if applicable): n/a

Names and Relationships of Family Members that are Previous Owners (if applicable):

_____ _____

_____ _____

(Attach list if additional space is needed)

Lien/Security Interest Holders of the affected property: See Attached

Address: _____ Phone: _____

City/State: _____ Zip: _____

(Attach list if more than one)

* When the owner and the applicant are different people, all owners of the affected property must sign this application in the space provided on the back of this form. If the affected property is owned by two or more persons and not all owners seek compensation, all owners who do not seek compensation shall sign a waiver of the right to compensation.

REGULATION RESTRICTING USE

Identify the regulation that is alleged to restrict use of affected property. Provide a statement describing how the restriction affects the value of the property. (Attach additional materials as necessary)

See Attached

CLAIM PREFERENCE

Provide a statement of whether claimant prefers compensation or a waiver, suspension, or modification of the regulation.

See Attached

Include a statement describing the extent to which the regulation would need to be waived, suspended, or modified to avoid the need for compensation. A description of the proposed use must be provided. (Attach additional materials as necessary)

See Attached

AMOUNT OF COMPENSATION

The amount claimed as compensation: See Attached

Provide documentation supporting the amount. Said documentation shall include a market analysis, appraisal, or other documentation at least equivalent to a market analysis.

Claimants' Authorized Representative(s) if applicable.

Steve I. Morasch

SIGNATURES of each owner of the subject property.

DATED this _____ day of _____, 20____

Owner's Signature

for Lanphere Enterprises, Inc.

Owner's Signature

Owner's Signature

Owner's Signature

Rev: 7/1/06
i:\crupla\matters\land use applications\ballot measure 37 claim form.doc

CITY OF TIGARD
13125 SW Hall Blvd.
Tigard, OR 97223 503.639.4171

12/1/2006
9:41:54AM

Receipt #: 27200600000000005669

Date: 12/01/2006

Line Items:

Case No	Tran Code	Description	Revenue Account No	Amount Paid
M372006-00003		[M37-CD] Measure 37 Deposit	100-0000-229080	1,000.00
			Line Item Total:	**$1,000.00**

Payments:

Method	Payer	User ID	Acct./Check No.	Approval No.	How Received	Amount Paid
CreditCard	TIMOTHY R BRUNNER	KJP		057224	In Person	1,000.00
					Payment Total:	**$1,000.00**

SCHWABE, WILLIAMSON & WYATT
ATTORNEYS AT LAW

Vancouvercenter, 700 Washington Street, Suite 701, Vancouver, WA 98660 | Phone 360.694.7551 | Fax 360.693.5574 | www.schwabe.com

STEVE C. MORASCH
Admitted in Oregon and Washington
Direct Line: (360) 905-1433
E-Mail: smorasch@schwabe.com

RECEIVED
NOV 29 2006
CITY OF TIGARD
PLANNING/ENGINEERING

November 28, 2006

VIA UPS OVERNIGHT DELIVERY

City of Tigard
Permit Center
13125 SW Hall Blvd.
Tigard, OR 97223

Re: Measure 37 Claim for Lanphere Enterprises, Inc.

Dear City of Tigard:

We represent Lanphere Enterprises, Inc., who owns real property 10380 SW Cascade Avenue in the City of Tigard and are submitting this written demand for just compensation on its behalf pursuant to Measure 37. The map number for the property is 1S135BA-02800 and the tax account number is R273304. The property is approximately 2.15 acres in size. A chain of title report from First American Title Insurance Company of Oregon is attached to this letter as Exhibit A. Please let us know if you require any further information to process this claim.

As shown in the attached chain of title report, Lanphere Enterprises, Inc. first acquired the property on March 26, 1992. *See* deed recorded at Fee No. 92019213.

The property is currently being used as a motorcycle dealership that conducts retail sales, service and repair of motorcycles, ATVs, scooters, utility vehicles, small watercraft, generators, pumps and lawnmowers, as well as sales of parts. At the time Lanphere Enterprises, Inc. acquired the property in 1992, the property was zoned I-P (Industrial Park District). Under the I-P zoning that existed at that time, sales, service and repair of automobiles, motorcycles, and other light vehicles was a permitted outright use.

Since the time of acquisition, the City has changed the zoning and comprehensive plan designations to MUC (Mixed Use Commercial) and adopted zoning ordinances and comprehensive plan provisions for this property that restrict the use and reduce the value of the property, including, without limitation, section 18.520.030 and Table 18.520.1 (Use Table: Commercial Zones) which do not allow sales, service and repair of automobiles, motorcycles, and other light vehicles. This has the effect of rendering the existing a use a non-conforming use and prohibiting or severely restricting any expansions of the existing use.

We have identified a number of other City of Tigard land use regulations currently in effect which were enacted subsequent to acquisition, and which restrict the use and reduce the value of the property. These land use regulations are listed in Exhibit B to this letter. These land use regulations, and perhaps others, have been enforced against this property. The City of Tigard did not have land use regulations in effect at the time of acquisition that restricted sales, service and repair of automobiles, motorcycles, and other light vehicles to the degree that current regulations do. These provisions restrict the use of the property and reduce the value of the property by preventing Lanphere Enterprises, Inc. from continuing the existing use of the property as a permitted outright use or expanding the existing use of the property.

The compensation shall be equal to the reduction in the fair market value of the affected property interest resulting from enactment or enforcement of the land use regulations as of the date of written demand for compensation under Measure 37. We estimate the reduction in value is approximately $1,404,810.00. Lanphere Enterprises respectfully demands that this compensation be paid pursuant to Measure 37. If the City of Tigard informs us that its preferred method of resolving this claim is to pay just compensation, an appraisal can be provided at a later time.

In lieu of payment of just compensation, the Lanphere Enterprises, Inc. would welcome a removal of the land use regulations currently in effect that restrict expansion of the existing use. Please note that land use regulations listed in Exhibit B are the primary land use regulations that restrict the use and reduce the value that we have been able to identify at this time, however, there may be additional land use regulations that also apply. To the extent that Exhibit B does not fully capture all land use regulations preventing Lanphere Enterprises, Inc. from enjoying all uses available at the time of acquisition, Lanphere Enterprises, Inc. reserves the right to seek relief from, or base their compensation on, additional applicable land use regulations.

Additionally, due to the novelty of Measure 37 and the claims of Lanphere Enterprises, Inc. thereunder, we reserve the right to amend or supplement this claim as necessary to satisfy the construction and application of Measure 37. Our position is that any land use regulation (as defined in Measure 37) that prohibits or impairs the property owner's ability to expand the existing use would reduce the value of the property. Under Section 10 of Measure 37, the City of Tigard must either pay compensation or waive the regulations, or Lanphere Enterprises, Inc. will be allowed to use the property as permitted at the time of acquisition.

The claimant is aware that the City of Tigard has adopted procedures to implement Measure 37. This claim is not made pursuant to such procedures, nor is it limited to regulations enacted prior to December 2, 2004; however, as a courtesy, we have endeavored to follow the City of Tigard Measure 37 procedures to the extent that they are not inconsistent with the language of Measure 37. Measure 37 claimants are provided a cause of action for compensation if a land use regulation continues to apply to the subject property more than 180 days after the present owner of the property has made written demand for compensation.

The property is also subject to land use regulations enacted or enforced by other governmental entities. Appropriate written demands for just compensation are being submitted

to those entities as well. We intend to coordinate resolution of those claims with this claim, and encourage the City of Tigard to contact us at the earliest possible time to discuss possible resolution of this claim. Please send your response to Steve Morasch of this firm.

We hope that the City of Tigard would act promptly, fairly, and responsibly to provide Lanphere Enterprises, Inc. the clear benefit it is entitled to under Measure 37.

If you have questions regarding this claim or need additional information, please contact the undersigned at your earliest convenience.

Sincerely,

Steve C. Morasch

SCM:tag
Enclosures

cc: Timothy V. Ramis (w/enc)

EXHIBIT B TO LANPHERE ENTERPRISES MEASURE 37 CLAIM

CITY OF TIGARD

Tigard Municipal Code Title 18: Community Development Code

18.520.010 Purpose

18.520.020 List of Zoning Districts

18.520.030 Uses

Table 18.520.1 Use Table: Commercial Zones

18.520.040 Development Standards

Table 18.520.2 Commercial Development Standards

18.520.050 Special Limitations on Uses

18.520.060 Additional Development and Design Guidelines

18.630.010 Purpose and Applicability

18.630.020 Development Standards

18.630.030 Pre-existing Uses

18.630.040 Street Connectivity

18.630.050 Site Design Standards

18.630.060 Building Design Standards

18.630.070 Signs

18.630.080 Entry Portals

18.630.090 Landscaping and Screening

18.630.100 Street and Accessway Standards

18.630.110 Design Evaluation

18.765.020 Applicability of Provisions

18.765.070 Minimum and Maximum Off Street Parking Requirements

Each and every provision of the Washington Square Regional Center Plan, and any comprehensive plan amendments or zoning code amendments adopted pursuant to the Washington Square Regional Center Plan. Also, any other comprehensive plan provisions that restrict the expansion of the existing use on the property or that mandate any of the above referenced provisions, including, without limitation, Chapter 8 and Sections 11.9 and 12.5 of the Tigard Comprehensive Plan.

GUARANTEE

Issued by

First American Title Insurance Company National Commercial Services
200 SW Market Street, Suite 250, Portland, OR 97201
Title Officer: Lynnette D. Anderson
Phone: (503)222-3651
FAX: (503)790-7856

First American Title Insurance Company

National Commercial Services
200 SW Market Street, Suite 250, Portland, OR 97201
(503)222-3651 - FAX (503)790-7856

LIABILITY:	$150.00	GUARANTEE NO.:	NCS-261351-OR2
FEE:	$150.00	YOUR REF.:	

Recorded Document Guarantee

ISSUED BY

First American Title Insurance Company of Oregon

An assumed business of Title Insurance Company of Oregon

Title Insurance Company of Oregon, dba First American Title Insurance Company of Oregon, herein called the Company, subject to the terms and provisions of the application for this Guarantee, the Liability Exclusions and Limitations set forth below and in Schedule A and the conditions contained herein

GUARANTEES

Axis Design Group, Architecture and Engineering, LLC

herein called the Assured, against loss (except attorney's fees or the cost of defense) not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

In order for the Guarantee to be valid and effective, the application and agreement for the issuance of a Recorded Document Guarantee executed by the Assured and a copy of each document listed and referred to in Schedule A must be attached hereto. All terms and conditions of the application are hereby incorporated by reference as if fully set forth in this Guarantee.

Dated: October 13, 2006 at 7:30 a.m.

Title Insurance Company of Oregon
dba FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON

By: *President*

Attest: *Secretary*

RECORDED DOCUMENT GUARANTEE

SCHEDULE A

The assurances referred to on the face page are:

That according to the Company's title plant records and those records maintained by the County Recorder known as the Grantee/Grantor indices subsequent to March 26, 1992, relative to the following described real property (but without examination of those company title plants maintained and indexed by name), there are no Deeds, Contracts, Assignment of Contracts, Leases or Subleases (hereinafter Documents) describing said real property or any portion thereof, other than those listed below, copies of which are attached hereto and made a part hereof.

A. The following Documents or matters disclosed by Documents recorded in the Public Records are specifically excluded from the coverage of this Guarantee, and the Company assumes no liability for loss or damage by reason of the following:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

2. Water rights, claims or title to water.

3. Tax Deeds to the State of Oregon .

4. Instruments, proceedings or other matters which do not specifically describe said land.

5. Documents pertaining to mineral estates.

B. DESCRIPTION:

A TRACT OF LAND IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, WASHINGTON COUNTY AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A 50 FOOT ACCESS ROAD, WHICH POINT IS SOUTH 32° 34' 50" EAST, 1361.22 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 35, SAID POINT BEING NORTH 89° 23' 30" WEST, 10 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF THE TRACT DESCRIBED IN DEED TO RALPH COAN, ET UX, RECORDED IN BOOK 475, PAGE 185, DEED RECORDS OF SAID COUNTY;
THENCE NORTH 1° 14' WEST, 406.46 FEET TO A POINT IN THE SOUTHERLY LINE OF THE OREGON STATE HIGHWAY COMMISSION RIGHT OF WAY;
THENCE ALONG SAID RIGHT OF WAY AS FOLLOWS: SOUTH 49° 05' 50" EAST, 13.48 FEET;
THENCE SOUTH 1° 14' EAST, 57.94 FEET;
THENCE SOUTH 89° 18' EAST, 66.52 FEET;
THENCE SOUTH 49° 05' 50" EAST, 187.21 FEET;
THENCE SOUTH 52° 03' 10" EAST, 360.25 FEET,
THENCE LEAVING SAID HIGHWAY RIGHT OF WAY, NORTH 89° 23' 30" WEST, 494.88 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE PUBLIC BY STREET DEDICATION DEED RECORDED MAY 01, 1992, RECORDER'S FEE NO. 92029578.

C. Listed Documents:

Document: Bargain and Sale Deed
Recording Date: March 26, 1992
Recording No: 92019212
Grantor: Robert W. Jones and Lavina R. Jones, as tenants by the entirety
Grantee: Irwin D. Schimmel & Pamela M. Schimmel, husband and wife

Document: Statutory Warranty Deed
Recording Date: March 26, 1992
Recording No: 92019213
Grantor: Irwin D. Schimmel and Pamela M. Schimmel
Grantee: Lanphere Enterprises, Inc., an Oregon Corporation

Document: QuitClaim Deed
Recording Date: March 26, 1992
Recording No: 92019216
Grantor: Power Rental Co. doing business as Power Rents, Inc.
Grantee: Lanphere Enterprises, Inc.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS
The following terms when used in this Guarantee mean
(a) "Land: the land described, specifically or by reference, in this Guarantee.
(b) "Public Records": those land records designated by state statues for the purpose of imparting constructive notice of matters relating to said land.
(c) "Date": the effective date of this Guarantee.
(d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
(e) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(f) "Lease": any lease or sublease of any estate in the land.
(g) "Assignment": the transfer of the beneficial ownership of any mortgage or lease.
(h) "Documents": any Deed, Mortgage, Lease or Assignment.
Company shall reimburse the Assured for any expense so incurred.

2. NOTICE OF LOSS – LIMITATION OF ACTION
A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty (60) days after such loss or damage shall have been determined.

3. PAYMENT OF LOSS- LIMITATION OF LIABILITY
(a) The liability of the Company under this guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated in this Guarantee.
(b) All payments under this Guarantee shall reduce the amount of the liability hereunder pro tanto.
(c) When liability has been fixed in accordance with the conditions of this Guarantee, the loss shall be payable within thirty (30) days thereafter.

4. ARBITRATION.
Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

5. GUARANTEE ENTIRE CONTRACT
No provision or condition of this Guarantee can be waived or changed except by writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, and Assistant Secretary or other validating officer of the Company.

6. If any provision or any part of a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the legality, validity or enforceability of any other provision of this Guarantee.

7. This Guarantee is issued only for the benefit of the named Assured and does not provide any other rights or remedies upon any other person or entity.

8. NOTICES
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at **222 SW Columbia St, Ste 400, Portland, Oregon 97201-5730.**

PolJkt-RDG-OR

First American Title Insurance Company
National Commercial Services
200 SW Market Street Suite 250
Portland, OR 97201
(503)222-3651 - Fax (503)790-7856

Title Officer: **Lynnette D. Anderson**
(503)222-3651

LOT BOOK SERVICE

Axis Design Group, Architecture and Engineering, LLC
11104 SE Stark Street
Portland, OR 97216

Order No.: NCS-261351-OR2

Attn: Jacqueline R. Tower
Phone No.: (503)284-0988 - Fax No.: (503)546-9276
Email: jacqueT@axisdesigngroup.com

Re: Lanphere Enterprises, Inc.

Fee: $350.00

We have searched our Tract Indices as to the following described property:

A TRACT OF LAND IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, WASHINGTON COUNTY AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A 50 FOOT ACCESS ROAD, WHICH POINT IS SOUTH 32° 34' 50" EAST, 1361.22 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 35, SAID POINT BEING NORTH 89° 23' 30" WEST, 10 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF THE TRACT DESCRIBED IN DEED TO RALPH COAN, ET UX, RECORDED IN BOOK 475, PAGE 185, DEED RECORDS OF SAID COUNTY;
THENCE NORTH 1° 14' WEST, 406.46 FEET TO A POINT IN THE SOUTHERLY LINE OF THE OREGON STATE HIGHWAY COMMISSION RIGHT OF WAY;
THENCE ALONG SAID RIGHT OF WAY AS FOLLOWS: SOUTH 49° 05' 50" EAST, 13.48 FEET;
THENCE SOUTH 1° 14' EAST, 57.94 FEET;
THENCE SOUTH 89° 18' EAST, 66.52 FEET;
THENCE SOUTH 49° 05' 50" EAST, 187.21 FEET;
THENCE SOUTH 52° 03' 10" EAST, 360.25 FEET,
THENCE LEAVING SAID HIGHWAY RIGHT OF WAY, NORTH 89° 23' 30" WEST, 494.88 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE PUBLIC BY STREET DEDICATION DEED RECORDED MAY 01, 1992, RECORDER'S FEE NO. 92029578.

and as of October 13, 2006 at 8:00 a.m.

We find that the last deed of record runs to

Lanphere Enterprises, Inc., an Oregon corporation

We also find the following apparent encumbrances prior to the effective date hereof:

1. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded February 05, 1964 in Book 505, Page 0529 Deed Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

2. Covenants, conditions, restrictions and easements in the document recorded March 24, 1971 in Book 810, Page 0831 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

3. A Deed of Trust to secure an original indebtedness of $800,000.00 recorded March 26, 1992 as Fee No. 92019214 of Official Records.

Dated:	March 18, 1992
Trustor:	Lanphere Enterprises, Inc., an Oregon corporation
Trustee:	U.S. Bank of Washington, N.A.
Beneficiary:	U.S. Bancorp Mortgage Company

A document entitled "Assignment of Leases and Rents" recorded March 26, 1992 as Fee No. 92019215 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust.

According to the public records, the beneficial interest under the deed of trust was assigned to United States National Bank of Oregon, a national banking association by assignment recorded March 21, 1994 as Fee No. 94026640 of Official Records.

A document entitled "Assignment of Assignment of Leases" recorded March 21, 1994 as Fee No. 94026641 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust.

4. A **Construction** and **Line of Credit** Deed of Trust to secure an original indebtedness of $650,000.00 recorded March 20, 1995 as Fee No. 95017821 of Official Records.

Dated:	February 27, 1995
Trustor:	Lanphere Enterprises, Inc., an Oregon corporation
Trustee:	U.S. Bank of Washington, National Association
Beneficiary:	United States National Bank of Oregon

Document(s) declaring real estate loan extension and modification thereof recorded December 29, 1995 as Fee No. 95095934 of Official Records.

Document(s) declaring real estate loan extension and modification thereof recorded March 27, 1996 as Fee No. 96026307 of Official Records.

A document recorded June 25, 1996 as Fee No. 96056964 of Official Records provides that the amendment to promissory note and deed of trust or the obligation secured thereby has been modified.

5. Unrecorded leases or periodic tenancies, if any.

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

None

We also find the following unpaid taxes and city liens:

1. Taxes for the year 2006-2007

Tax Amount:	21,215.18
Unpaid Balance:	21,215.18, plus interest, if any
Code No.:	023.81
Map & Tax Lot No.:	1S1W35BA-02800
Property ID/Key No.:	R273304

2. City liens, if any, for the city of Tigard.
   Note: An inquiry has NOT been made concerning the actual status of such liens.

3. These premises are within the boundaries of the Tualatin Valley Water District and are subject to the levies and assessments thereof.

4. These premises are within the boundaries of the Clean Water Services District and are subject to the levies and assessments thereof.

THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.

First American Title Insurance Company of Oregon

An assumed business name of TITLE INSURANCE COMPANY OF OREGON

This map is provided as a convenience in locating property
First American Title Insurance Company assumes no liability for any variations as may be disclosed by an actual survey

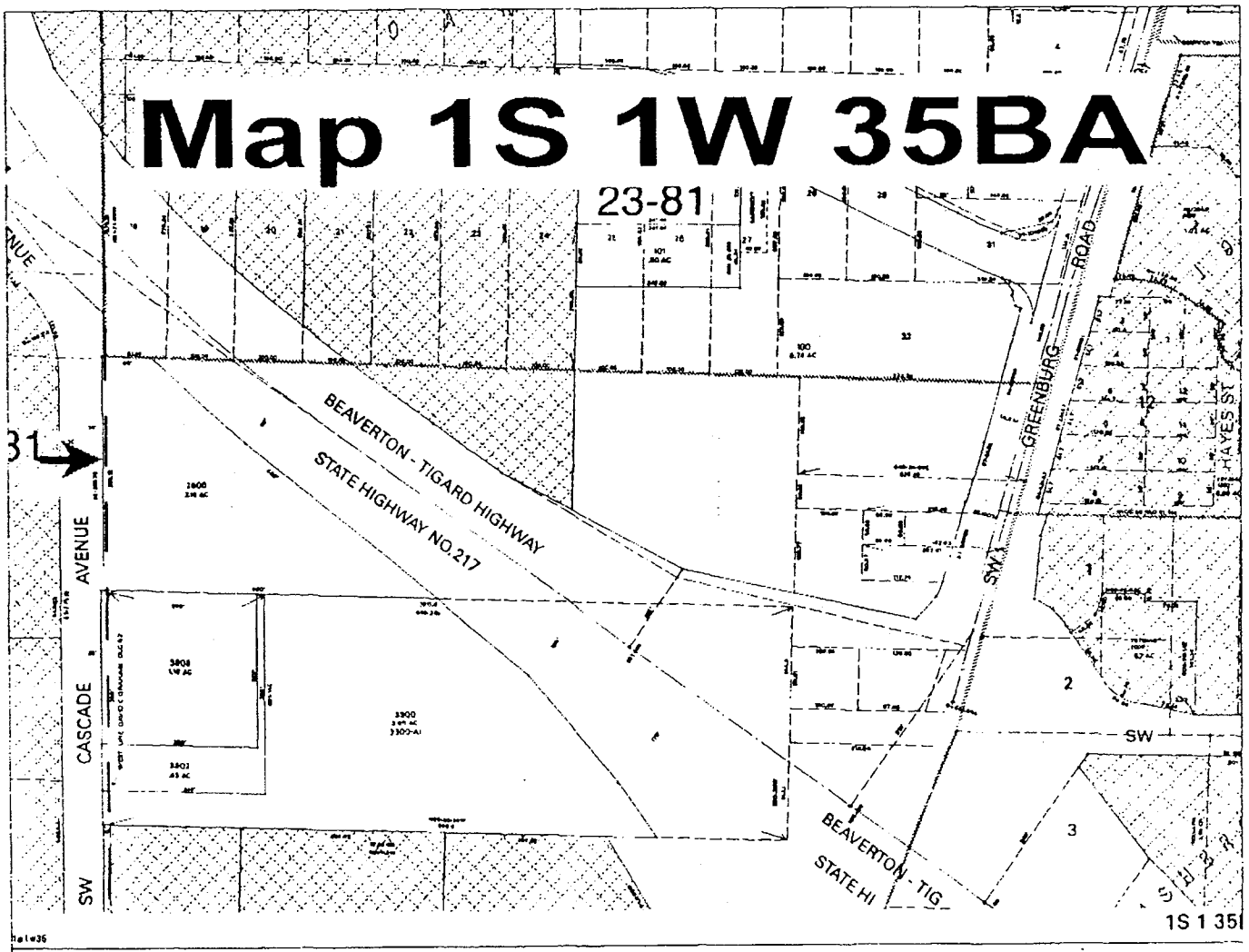


Exhibit A
Page 10 of 16

FORM No. 961—BARGAIN AND SALE DEED—STATUTORY FORM (Individual Grantor). REVERSE-NEED LAW FUEL

92019212
Washington County

TICOR TITLE INSURANCE

BARGAIN AND SALE DEED—STATUTORY FORM
INDIVIDUAL GRANTOR

ROBERT W. JONES AND LAVINA R. JONES, AS TENANTS BY THE ENTIRETY,

Grantor,

conveys to IRWIN D. SCHIMMEL & PAMELA M. SCHIMMEL, HUSBAND AND WIFE,

Grantee, the following real property situated in WASHINGTON County, Oregon, to-wit:

SEE 'LEGAL DESCRIPTION' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THIS DEED IS GIVEN IN FULFILLMENT OF THAT CERTAIN CONTRACT DATED NOVEMBER 20, 1985 AND RECORDED NOVEMBER 21, 1985 AS FEE NUMBER 85046608 AND ALL WARRANTIES ARE TO BE CONSTRUED TO BE EFFECTIVE AS OF THAT DATE.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The true consideration for this conveyance is $00,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 22nd *day of* February, 1992

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

ROBERT W. JONES
LAVINA R. JONES

STATE OF ~~OREGON~~ WASHINGTON, County of Cowlitz, ss.

This instrument was acknowledged before me on February 22, 1992,

by Robert W. Jones and Lavina R. Jones
ROBERT W. JONES and LAVINA R. JONES

Notary Public for ~~Oregon~~ Washington

My commission expires 10/13/93

BARGAIN AND SALE DEED

ROBERT W. JONES GRANTOR
IRWIN D. SCHIMMEL GRANTEE
14020 SW 72ND
TIGARD, OR 97224 NAME, ADDRESS, ZIP

After recording return to:

IRWIN D. SCHIMMEL
14020 SW 72ND
TIGARD, OR 97224
NAME, ADDRESS, ZIP

Until a change is requested, all tax statements shall be sent to the following address:

IRWIN D. SCHIMMEL
14020 SW 72ND
TIGARD, OR 97224 NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,
County of ..... ss.

I certify that the within instrument was received for record on the ..... day of ....., 19....., at ..... o'clock ..... M., and recorded in book/reel/volume No. ..... on page ..... or as fee/file/instrument/microfilm/reception No. ....., Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME TITLE

By ..... Deputy

1-2

MAR 26 1992

W586266

Exhibit A
Page 11 of 16

TICOR TITLE INSURANCE

W586266

LEGAL DESCRIPTION

A tract of land in Section 35, Township 1 South, Range 1 West, Willamette Meridian, in the City of Tigard, Washington County and State of Oregon, described as follows:

Beginning at a point on the East line of a 50 foot access road, which point is South 32° 34' 50" East, 1361.22 feet from the Northwest corner of said Section 35, said point being North 89° 23' 30" West, 10 feet, more or less, from the Northwest corner of the tract described in deed to Ralph Coan, et ux, recorded in Book 475, Page 185, Deed Records of said county; thence North 1° 14' West, 406.46 feet to a point in the Southerly line of the Oregon State Highway Commission right of way; thence along said right of way as follows: South 49° 05' 50" East, 13.48 feet; thence South 1° 14' East, 57.94 feet; thence South 89° 18' East, 66.52 feet; thence South 49° 05' 50" East, 187.21 feet; thence South 52° 03' 10" East, 360.25 feet, thence leaving said highway right of way, North 89° 23' 30" West, 494.88 feet to the point of beginning.

STATE OF OREGON } SS
County of Washington

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

WASHINGTON COUNTY, OREGON

Doc : 92019212 38.00
Rect: 73914
03/26/1992 10:10:44AM

Ticor Title Insurance Company of California

2

Exhibit A
Page 12 of 16

TICOR TITLE INSURANCE

92019213
Washington County

TICOR TITLE INSURANCE

STATUTORY WARRANTY DEED

IRWIN D. SCHIMMEL AND PAMELA M. SCHIMMEL

Grantor,

conveys and warrants to LANPHERE ENTERPRISES, INC., AN OREGON CORPORATION

Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in WASHINGTON County, Oregon, to wit:

SEE 'LEGAL DESCRIPTION' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. The said property is free from encumbrances except

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, POWERS OF SPECIAL DISTRICTS AND EASEMENTS OF RECORD, IF ANY; THE PROPERTY SHALL NOT BE USED FOR THE RENTAL EQUIPMENT BUSINESS FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF THIS DEED; PROVIDED, HOWEVER, GRANTEE**

The true consideration for this conveyance is $ 950,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 20TH day of MARCH 19 92

**MAY USE THE PROPERTY FOR RENTALS OF PRODUCTS ASSOCIATED WITH GRANTEE'S BUSINESS

IRWIN D. SCHIMMEL

PAMELA M. SCHIMMEL

State of Oregon, County of MULTNOMAH

The foregoing instrument was acknowledged before me this 20 day of MARCH, 1992 by IRWIN D. SCHIMMEL, PAMELA M. SCHIMMEL

Notary Public for Oregon
My commission expires: 1-30-93

State of Oregon, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____, President and _____ Secretary of _____ a _____ corporation, on behalf of the corporation.

Notary Public for Oregon
My commission expires:

WARRANTY DEED

IRWIN D. SCHIMMEL PAMELA M. SCHIMMEL GRANTOR

LANPHERE ENTERPRISES, INC. GRANTEE

Until a change is requested, all tax statements shall be sent to the following address:

LANPHERE ENTERPRISES, INC.
12520 SW CANYON ROAD
BEAVERTON, OR 97005

Escrow No. 586266KB Title No. WS86266

After recording return to:

LANPHERE ENTERPRISES, INC.
12520 SW CANYON ROAD
BEAVERTON, OR 97005

This Space Reserved for Recorder's Use

WASHINGTON COUNTY
REAL PROPERTY TRANSFER TAX
$ 950.00 3-26-92
FEE PAID DATE

1-2

Ticor Form No. 137 Statutory Warranty Deed 8/85

Exhibit A
Page 13 of 16

TICOR TITLE INSURANCE

W586266

LEGAL DESCRIPTION

A tract of land in Section 35, Township 1 South, Range 1 West, Willamette Meridian, in the City of Tigard, Washington County and State of Oregon, described as follows:

Beginning at a point on the East line of a 50 foot access road, which point is South 32° 34' 50" East, 1161.22 feet from the Northwest corner of said Section 35, said point being North 89° 23' 30" West, 10 feet, more or less, from the Northwest corner of the tract described in deed to Ralph Coan, et ux, recorded in Book 475, Page 185, Deed Records of said county; thence North 1° 14' West, 406.46 feet to a point in the Southerly line of the Oregon State Highway Commission right of way; thence along said right of way as follows: South 49° 05' 50" East, 13.48 feet; thence South 1° 14' East, 57.94 feet; thence South 89° 18' East, 66.52 feet; thence South 49° 05' 50" East, 187.21 feet; thence South 52° 03' 10" East, 360.25 feet, thence leaving said highway right of way, North 89° 23' 30" West, 494.88 feet to the point of beginning.

STATE OF OREGON
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in Book of Records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

WASHINGTON COUNTY, OREGON

Doc : 92019213
Rect: 73914 988.00
03/26/1992 10:10:45AM

Ticor Title Insurance Company of California

2

Exhibit A
Page 14 of 16

FORM No. 770 QUITCLAIM DEED—STATUTORY FORM (Corporate Grantor). STEVENS-NESS LAW PUBLISHERS

92019216
Washington County

TICOR TITLE INSURANCE

QUITCLAIM DEED—STATUTORY FORM

CORPORATE GRANTOR

POWER RENTAL CO. DOING BUSINESS AS POWER RENTS, INC.

a corporation duly organized and existing under the laws of the State of ....., *Grantor, releases and quitclaims to* LANPHERE ENTERPRISES, INC.

Grantee, all right, title and interest in and to the following described real property, situated in WASHINGTON *County, Oregon, to-wit:*

SEE EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

THIS DEED IS GIVEN TO TERMINATE A LEASE IN FAVOR OF GRANTOR WHICH WAS RECORDED NOVEMBER 8, 1983 UNDER FEE NO. 83041311

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

The true consideration for this conveyance is $ NONE *(Here comply with the requirements of ORS 93.030)*

Done by order of the grantor's board of directors with its corporate seal affixed on MARCH 20, *19* 92.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

POWER RENTAL CO., DBA POWER RENTS, INC.

By ..... *President*

IRWIN D. SCHIMMEL, PRESIDENT

By ..... *Secretary*

STATE OF OREGON, County of MULTNOMAH) ss.

This instrument was acknowledged before me on MARCH 20, *19*92,

by IRWIN D. SCHIMMEL

as PRESIDENT OF POWER RENTS, INC.

Notary Public for Oregon

My commission expires 1-30-93

QUITCLAIM DEED

GRANTOR

GRANTEE

GRANTEE'S ADDRESS, ZIP

After recording return to:

LANPHERE ENTERPRISES, INC.
12520 SW CANYON RD.
BEAVERTON, OR 97005

NAME, ADDRESS, ZIP

Until a change is requested, all tax statements shall be sent to the following address:

NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,
County of ..... ss.

I certify that the within instrument was received for record on the ..... *day of* ....., *19*....., *at* ..... *o'clock* ..... *M., and recorded in book/reel/volume No.* ..... *on page* ..... *or as fee/file/instrument/microfilm/reception No.* ....., *Record of Deeds of said county.*

Witness my hand and seal of County affixed.

NAME TITLE

By ..... *Deputy*

1-2

Exhibit A
Page 15 of 16

TICOR TITLE INSURANCE

W586266

LEGAL DESCRIPTION

A tract of land in Section 35, Township 1 South, Range 1 West, Willamette Meridian, in the City of Tigard, Washington County and State of Oregon, described as follows:

Beginning at a point on the East line of a 50 foot access road, which point is South 32° 34' 50" East, 1361.22 feet from the Northwest corner of said Section 35, said point being North 89° 23' 30" West, 10 feet, more or less, from the Northwest corner of the tract described in deed to Ralph Coan, et ux, recorded in Book 475, Page 185, Deed Records of said county; thence North 1° 14' West, 406.46 feet to a point in the Southerly line of the Oregon State Highway Commission right of way; thence along said right of way as follows: South 49° 05' 50" East, 13.48 feet; thence South 1° 14' East, 57.94 feet; thence South 89° 18' East, 66.52 feet; thence South 49° 05' 50" East, 187.21 feet; thence South 52° 03' 10" East, 360.25 feet, thence leaving said highway right of way, North 89° 23' 30" West, 494.88 feet to the point of beginning.

STATE OF OREGON
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said County, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio

WASHINGTON COUNTY, OREGON

Doc : 92019216
Rect: 73914 38.00
03/26/1992 10:10:46AM

2

Ticor Title Insurance Company of California

Exhibit A
Page 16 of 16

Agenda Item # 8
Meeting Date March 27, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Shilo Inn/Cascade Hotel Corporation Ballot Measure 37 Claim (M372006-00005)

Prepared By: Cheryl Caines CAC Dept Head Approval: TC City Mgr Approval: CP

ISSUE BEFORE THE COUNCIL

To consider a Ballot Measure 37 claim for compensation or waiver of zoning and development regulations for property located along SW Greenburg Road in the City of Tigard.

STAFF RECOMMENDATION

Adopt the attached ordinance granting Ballot Measure 37 waiver of all zoning/development codes and Comprehensive Plan policies which are more restrictive than those in effect on the date the Claimant acquired interest in the property through a leasehold agreement (March 19, 1997), subject to applying for and receiving site development review approval.

KEY FACTS AND INFORMATION SUMMARY

Mark Hemstreet, Shilo Inn, Washington Square LLC, and Cascade Hotel Corp. are seeking a waiver of the current zoning land use regulations and Comprehensive Plan policies that are more restrictive than those in place at the time a leasehold agreement was acquired on a 1.17 acre site located on Greenburg Road at the Cascade Boulevard intersection. The lease was recorded on March 19, 1997.

Ballot Measure 37 established a process whereby a property owner or family member who acquired property prior to the adoption of land use regulations can make a claim if the land use regulation has restricted the use of the property and reduced the market value of the property. The unit of government responsible for the regulation must either pay compensation for the reduced property value or waive the regulation. The Claimant in this case is the lessee of the property, but owns the physical improvements on the property and therefore holds interest in the property. In April of 2000 this property was zoned MUC (Mixed Use Commercial) and became part of the Washington Square Regional Center (WSRC). Previous zoning was General Commercial (C-G). Special site and building design standards are now required for developments within the WSRC. The property is currently developed with commercial lodging (Shilo Inn), which is an allowed use in the MUC zone. Proposed changes to the site and building are unknown at this time because no development plan was submitted with this application.

The Claimant's representative, Edward Trompke with Jordan Schrader, Attorneys at Law, states the reduction in property value is in excess of $154,000.00. Documentation supporting this amount was not submitted with the application, but the Claimant reserves the right to supplement the claim with additional materials.

Should the City Council choose to grant the waiver, it is suggested that the waiver be granted to the lessees, Mark Hemstreet, Shilo Inn, Washington Square LLC, and Cascade Hotel Corp., and not the land. Once a site development review application is filed, the application will be processed under the C-G standards in place at the time the property was acquired. Development may occur consistent with any approved site development review. Once Hemstreet, Shilo Inn, Washington Square LLC, and Cascade Hotel Corp. cease to be the lessees, however, any expansion or major modification beyond development applied for during this leasehold shall be subject to the rules in effect at the time of application.

The differences between the codes include mainly site and building design standards required by the Washington Square Regional Center section. Under the current regulations the minimum front setback is 0 feet and maximum is 10 feet, maximum building height is 200 feet, buildings must occupy at least 50% of a site's street frontage, 50% of the ground floor walls must be windows/display areas or doorways, freestanding signs have a maximum height of 10 feet, and the minimum landscape requirement is 15%. Street standards require wider pedestrian and vehicular routes. The previous C-G zoning required no front yard setback, the maximum building height was 45 feet but could go up to 75 feet under certain circumstances, there were no building design requirements, and the maximum sign height was 20 feet.

OTHER ALTERNATIVES CONSIDERED

1. Deny the waiver.
2. Pay compensation to the land owner in which case the City may want to obtain its own market assessment of the amount of compensation.

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

Attachment 1:	Ordinance
Attachment 2:	Staff Report
	Exhibit A: Vicinity Map
	Exhibit B: 2/22/07 Letter to Edward Trompke from Cheryl Caines
Attachment 3:	Applicant's Materials

FISCAL NOTES

The applicant provided a $1,000 deposit to cover application review costs. This deposit will be refunded to the applicant if the claim or waiver is granted. There are no budgeted funds to pay compensation.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 07-_____

AN ORDINANCE ADOPTING FINGINDS TO GRANT A BALLOT MEASURE 37 WAIVER OF THE TIGARD DEVELOPMENT CODE AND COMPREHENSIVE PLAN POLICIES THAT ARE MORE RESTRICTIVE THAN THOSE IN PLACE ON MARCH 19, 1997 WHEN THE 1.17 ACRES AT THE INTERSECTION OF GREENBURG ROAD AND CASCADE BOULEVARD (WCTM 1S135BD, TAX LOT 01300) WAS LEASED BY MARK HEMSTREET, SHILO INN, WASHINGTON SQUARE LLC, AND CASCADE HOTEL CORP., AND TO ALLOW DEVELOPMENT UNDER THE TIGARD DEVELOPMENT CODE IN PLACE AT THAT TIME, SUBJECT TO APPLYING FOR AND RECEIVING SITE DEVELOPMENT REVIEW APPROVAL (M372006-00005).

WHEREAS, the voters of the State of Oregon passed Ballot Measure 37 in 2004; and

WHEREAS, Ballot Measure 37 provides the responsible governing body to either pay compensation for reduced property value or waive the regulations where property is owned prior to the adoption of land use regulations; and

WHEREAS, a claim was made by Mark Hemstreet, Shilo Inn, Washington Square LLC, and Cascade Hotel Corp. in the amount exceeding $154,000.00 as the reduction in the value of the property under the Tigard Development code in place on March 19, 1997 ; and

WHEREAS Mark Hemstreet, Shilo Inn, Washington Square LLC, and Cascade Hotel Corp. has leased the property since March 19, 1997 preceding the present zoning of Mixed Use Commercial (MUC) and the current development standards.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The attached staff report (**Attachment 2**) and applicant's materials (**Attachment 3**) are hereby adopted as findings.

SECTION 2: A waiver from the MUC zoning and current development code requirements is hereby granted to Mark Hemstreet, Shilo Inn, Washington Square LLC, and Cascade Hotel Corp. to allow Mark Hemstreet, Shilo Inn, Washington Square LLC, and Cascade Hotel Corp. to apply for Site Development Review under the code and zoning that was in place on March 19, 1997. Zoning was then General Commercial (C-G). Once Mark Hemstreet, Shilo Inn, Washington Square LLC, and Cascade Hotel Corp. cease to be the lessees, however, any expansion or major modification beyond development applied for during this leasehold shall be subject to the land use regulations in effect at the time of application.

SECTION 3: This waiver applies to 10830 SW Greenburg Road, WCTM 1S135BD, Tax Lot 01300.

SECTION 4: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2007.

_____
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2007.

_____
Craig Dirksen, Mayor

Approved as to form:

_____
City Attorney

_____
Date

ATTACHMENT 2

Hearing Date: March 27, 2007 Time: 7:30 PM

STAFF REPORT TO THE CITY COUNCIL FOR THE CITY OF TIGARD, OREGON

TIGARD

180 DAY CLAIM PROCESSING PERIOD = 5/29/2007

SECTION I. CLAIM SUMMARY

FILE NAME: HEMSTREET/SHILO INN COMPENSATION CLAIM

CITY CASE NO: Measure 37 Claim (M37) M372006-00005

CLAIMANT: Mark S. Hemstreet,
Shilo Inn, Washington Square, LLC,
& Cascade Hotel Coporation
11600 SW Shilo Ln.
Portland, OR 97225

CLAIMANT'S ATTORNEY: Jordan Schrader, Attorney-at-Law
Attn: Edward Trompke
P.O. Box 230669
Portland, OR 97281

OWNER: Robert & Sally Schaefer and
Gerald Miller dba
West Coast Service Company
10250 SW Greenburg Rd., Suite 102B
Tigard, OR 97223

CLAIM: The Claimant seeks a waiver of all zoning/development codes and Comprehensive Plan policies which are more restrictive than those in effect on the date of acquisition through a leasehold agreement (March 19, 1997). The amount claimed as compensation without such waiver is in excess of $154,000.00.

AFFECTED REGULATION: The Claimant seeks a waiver of land use regulations that were adopted following lease of the property. No specific code provisions are cited, but the Claimant's representative refers to commercial zoning development, Washington Square Regional Center, signs, landscaping, and off-street parking standards. Furthermore, the Claimant provides no specific development plan. Because the compensation claimed is for loss of value resulting from restrictions on the existing use of vehicle sales, servicing and repair, staff has limited its review to expansion of that use.

ZONING DESIGNATION: MUC: Mixed Use Commercial District. The MUC zoning district includes land around the Washington Square Mall and land immediately west of Highway 217. Primary uses permitted include office buildings, retail, and service uses. Also permitted are mixed-use developments and housing at densities of 50 unites per acre. Larger buildings are encouraged in this area with parking under, behind or to the sides of buildings.

LOCATION: 10830 SW Greenburg Rd.; WCTM 1S135BD, Tax Lot 01300.

APPLICABLE CODE CRITERIA: Municipal Code Chapter 1.20

SECTION II. STAFF RECOMMENDATION

Staff recommends that the City Council review the following report and determine whether the claims are valid. Staff further recommends that City Council opt for a waiver of those standards dealing with Washington Square Regional Center, landscaping, off-street parking, signs and commercial zoning districts.

SECTION III. BACKGROUND

In April 2000 through Ordinance 00-18, City Council amended the Tigard Comprehensive Plan and Development Code to include the Washington Square Regional Center (WSRC) Plan. Zoning of the subject property was changed from General Commercial (C-G) to Mixed Use Commercial (MUC). In April 2002, the City adopted its Ordinance (Ord. 02-12) that implemented the WSRC Plan. Up until this point, application of the plan had been optional. The provisions of this ordinance, as it relates to the subject of the claim (building and site design standards), were not in effect at the time the lease of the subject property was acquired by the Claimant on March 19, 1997.

SECTION III. APPLICABLE CRITERIA AND FINDINGS

Section 1.20.030 states a property owner wishing to make a claim against the City under Measure 37 shall first submit a claim to the City. A claim under Measure 37 must be in writing and include:

A copy of all claim documents submitted by the Claimant is attached as Attachment 3.

A. Identification of the affected property. Identification may be by street address, subdivision lot number, tax lot number, or any other information that identifies the property.

The Claimant identifies the property as being located at 10830 SW Greenburg Road, but the wrong tax lot information was provided. The correct map and tax lot is WCTM 1S135BD, Tax Lot 01300.

B. The name and contact information of the person making the claim, the date the Claimant acquired the property, and, if applicable, the date that a family member of Claimant acquired the property and the names and relationships of family members that are previous owners.

The names of the entities making the claim are Mark Hemstreet, Shilo Inn, Washington Square, LLC, and Cascade Hotel Corporation. The address is 11600 SW Shilo Lane, Portland, OR 97225. The Claimant's representative is Edward Trompke with the office of Jordan Schrader, Attorney-at-Law. The application shows October 19, 1984 as the date of acquisition. This is the date that the Claimant, Mark Hemstreet, signed a Ground Lease on the property. The actual recording date of the lease document was November 11, 1984. On March 19, 1997 another lease was recorded transferring Mr. Hemstreet's interest in the Ground Lease to Shilo Inn, Washington Square, LLC. The City's legal counsel has advised this is a transfer of interest to a new entity, thus regulations would be waived back to the date of March 19, 1997 rather than October 19, 1984. The current owners of the property are Robert and Sally Schaefer and Gerald Miller, dba West Coast Service Company. Copies of the leases, title report and other supporting documents have been submitted.

C. A list of all persons with an ownership interest in or a lien on the property.

A list of interest holders and owners has been provided by the Claimant. The owners did not sign the application form nor did they sign a waiver stating compensation is not sought. A letter requesting signatures was sent to the Claimant's representative, Mr. Trompke, on February 22, 2007. As of the date of the staff report, no response has been received. A copy of this letter is attached as Exhibit A.

D. Identification of the regulation that is alleged to restrict the use of the affected property and a statement describing how the restriction affects the value of the property.

In a letter to the City dated November 29, 2006, Edward Trompke, of the office of Jordan Schrader, Attorney at Law, requests waiver of all zoning/development codes and Comprehensive Plan policies which are more restrictive than those in effect on the date of acquisition. The Claimant's representative identified no particular code sections in the letter, but did attach copies of sections from the 1984 and current Development Codes mostly having to do with development standards for commercial zoned properties, parking and landscaping requirements, signs and the

Washington Square Regional Center. On the application, the Claimant referred to building standards under Tigard Development Code (TDC) 18.360, building design standards, setbacks, walkway requirements, signs and landscaping standards. No specifics were given on the compensation amount, just a statement estimating the reduction in value of the property as exceeding $154,000.00.

E. A statement whether the Claimant prefers compensation or a waiver, suspension or modification of the regulation, and a statement describing the extent to which the regulation would need to be waived, suspended or modified to avoid the need for compensation. A description of the proposed use must be provided.

The Claimant's representative requests a waiver of all zoning and development codes which are more restrictive than those in effect on the date of acquisition. A waiver was also requested to any restrictive provisions of the Comprehensive Plan.

F. The amount claimed as compensation and documentation supporting the amount. The documentation shall include a market analysis, an appraisal, or other documentation at least equivalent to a market analysis.

The Claimant claimed in excess of $154,000.00 as compensation. Documentation supporting the amount was not submitted with this application, but the Claimant's representative states the Claimant reserved the right to supplement the claim with additional materials or information.

G. The name and contact information of the Claimant's authorized representative or representatives, if applicable.

The Claimant's representative is Edward Trompke with the office of Jordan Schrader, Attorney-at-Law, P.O. Box 230669, Portland, OR, 97281 (503-598-5532).

Section 1.20.080 outlines the criteria for making a decision on the compensation claim. In deciding the claim, the Decision Maker may take any of the following actions:

Deny the claim based on any one or more of the following findings:

a. The regulation does not restrict the use of the private real property.

The property is located within the Washington Square Regional Center. Expansions of non-conforming structures are permitted by TDC 18.630.030 – Pre-Existing Uses and Development within the Washington Square Regional Center Mixed Use Districts. Expansions up to 20% of the gross floor area are allowed provided the applicant demonstrates substantial compliance with all appropriate development standards of the WSRC code or if the purposes of the standards are addressed to the extent the expansion allows. Expansions that happen after using the 20% expansion shall conform to the development standards of the WSRC code. It is not known whether the applicant's development currently meets or can meet the WSRC standards without reviewing a development application. There is also a process (Design Evaluation Team – TDC 18.630.110) that provides for flexibility from the WSRC standards.

b. The fair market value of the property is not reduced by the passage or enforcement of the regulation.

The fair market value of the property could be reduced because the new code requirements include street improvements, right-of-way dedications, and design requirements for the site and building. Without a proposed development application, knowing whether there is an actual reduction is problematic. It is, however, possible there is a reduction in value just as it is possible the development following the WSRC standards will positively impact the fair market value.

c. The claim was not timely filed.

The claim was filed on November 30, 2006, which was within the deadline to file a claim two years after the passage of Measure 37.

d. The Claimant is not the current property owner.

The Claimant is not the current property owner, but does hold an interest in the property through a lease as shown by the title report and supporting documents. The Claimant is also the current owner of the improvements on the property.

e. The Claimant or family member of Claimant was not the property owner at the time the regulation was adopted.

In April 2000 the Tigard Comprehensive Plan, Development Code, and zoning classifications were amended to include the Washington Square Regional Center. Application of the plan was optional until April 2002 when the plan was implemented. The Claimant had an interest in the property in 1997 and therefore, had an interest at the time these regulations were adopted.

f. The regulation is a historically and commonly recognized nuisance law or a law regulating pornography or nude dancing.

The Claimant's representative has focused on commercial use regulations and development standards that are more restrictive than those in place at the time of acquisition. These standards are not related to nuisance law or law regulation pornography or nude dancing.

g. The regulation is required by federal law.

Design and development standards of the Tigard Development Code are not required by federal law.

h. The regulation protects public health and safety.

The Claimant's representative refers to TDC standards and Comprehensive Plan policies related to the Washington Square Regional Center, commercial zoning design standards, signs, parking and landscaping standards. None of these regulations are required to protect public health and safety.

i. The City is not the entity responsible for payment. The City is not responsible if the challenged law, rule, ordinance, resolution, goal or other enactment was not enacted or enforced by the City.

By adopting the Washington Square Regional Center standards the City is implementing Metro's 2040 Growth Concept Plan. Still responsibility lies with the City.

j. The City has not taken final action to enforce or apply the regulation to the property for which compensation is claimed.

No detailed development plan or land use proposal has been reviewed or final action taken on to apply the challenged regulations. The City could deny the claim. The Claimant then has the option of making application, which then provides two years from the date of the decision to file a claim, or to go directly to circuit court for a determination.

k. The City has not established a fund for payment of claims under Measure 37.

No such fund has been established at this time.

l. The Claimant is not legally entitled to compensation for a reason other than those listed in subsections a through k. The basis for this finding must be clearly explained.

Staff finds no other reasons, aside from those already listed, to deny the claim.

2. Pay compensation, either in the amount requested or in some other amount supported by the evidence. If the City pays compensation, the City shall continue to apply and enforce the regulation. Any compensation shall be paid from funds appropriated for that purpose. The City may require any person receiving compensation to sign a waiver of future claims for compensation under Measure 37 and the City may record that waiver with the County Recorder.

The City Council will need to make a determination of whether funds may be appropriated to pay any valid claim. To pay an alternative monetary claim would require an appraisal of the impact of the regulations and there is no way to determine how that alternative would relate to this claim.

3. Waive or not apply the regulation to allow the owner to use the property for a use permitted at the time the Claimant acquired the property.

The City Council shall decide whether to pay the claim or waive the regulations. Staff recommends that should a waiver be granted, it shall run with the person, not the land, and shall be a specific exemption to those standards dealing with Washington Square Regional Center, landscaping, off-street parking and commercial zoning districts.

4. Modify the regulation so that it does not give rise to a claim for compensation. Any such modification shall be for the specific property only unless the City follows the procedure for a legislative land use decision.

Waiving current regulations and allowing the applicant to apply under the standards in place at the time the lease was secured will eliminate the restrictions now on the properties use and value.

5. Conditionally waive or suspend the regulation subject to receipt of a defined amount of contributions toward compensation by a specified date from persons opposed to the waiver or suspension, such as persons who believe they would be negatively affected by waiver or suspension, with the waiver or suspension being granted if the defined amount of contributions is not received by the specified date. If the contributions are received, compensation shall be paid within 180 days of the date the claim was filed. The specified date shall allow the City time to process the contributions and pay compensation.

No contributions for compensation have been identified at this time.

The Decision Maker may take other actions it deems appropriate in individual circumstances, may modify the listed actions, and/or may combine the listed actions, consistent with Measure 37. The Decision Maker may negotiate an acceptable solution with the Claimant or may direct staff to negotiate with the Claimant. In the event that the Decision Maker directs staff to negotiate, the matter shall be set for further action by the Decision Maker no less than 175 days from the date of the notice of claim became complete.

The Council shall take final action within 180 days of the claim. The Decision Maker shall take actions 2 through 5 only if it determines the claim is valid.

Staff recommends waiver of the current regulations affecting expansion of an existing non-conforming structures, development within the Washington Square Regional Center, commercial zoning development standards, signs, landscaping and off-street parking requirements. The Claimant should file a development application and apply according to all regulations in place at the time the property was leased by all current leaseholders (March 19, 1997). These standards are very similar to those of 1984 with amendments.

A decision by a Decision Maker other than Council shall not be a final decision, but shall be a recommendation to Council.

This report represents only a recommendation to the City Council and is not the final decision of the City.

SECTION IV. CONCLUSION

Staff finds that the code amendments related to Washington Square Regional Center could restrict the development of the parcel in question. Waiver of current regulations is suggested. The Claimant can be allowed to apply under the code and zoning in place on March 19, 1997. The main differences being that the property was zoned General Commercial (C-G) rather than Mixed Use Commercial (MUC) and there were no site and building design standards specific to the Washington Square Regional Center. The Council should decide whether to pay compensation, waive applicable regulations, or deny the claim based on Measure 37, taking into account the code provisions listed above. An ordinance specifically waiving the existing code requirements to the standards of March 19, 1997 is attached.

Cheryl Caines

PREPARED BY: Cheryl Caines
Assistant Planner

March 12, 2007
DATE

APPROVED BY: Dick Bewersdorff
Planning Manager

March 12, 2007
DATE

EXHIBIT A

CITY of TIGARD

GEOGRAPHIC INFORMATION SYSTEM

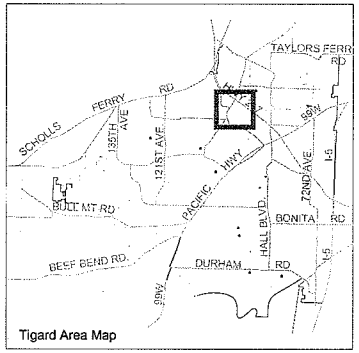
VICINITY MAP

M372006-00005

SHILO INN
MEASURE 37 CLAIM

LEGEND:

SUBJECT SITE



N

0 100 200 300 400 500 Feet

1"= 390 feet

TIGARD

Information on this map is for general location only and should be verified with the Development Services Division.
13125 SW Hall Blvd
Tigard, OR 97223
(503) 639-4171
http://www.ci.tigard.or.us

Community Development

Plot date: Feb 2, 2007; C:\magic\MAGIC03.APR

EXHIBIT B

City of Tigard, Oregon • 13125 SW Hall Blvd. • Tigard, OR 97223

TIGARD

February 22, 2007

Edward Trompke
Jordan Schrader, Attorneys-at-Law
P.O. Box 230669
Portland, OR 97281

RE: Measure 37 Claim for Mark Hemstreet, Shilo Inn, Washington Square, LLC and Cascade Hotel Corporation
10830 SW Greenburg Rd., Tigard, Oregon

Dear Mr. Trompke:

This letter is written to request further information about the claim listed above. It appears from the title report and supporting information provided that the current owner of the property listed above is West Coast Service Company. The City of Tigard application form states that all owners must sign the application form or sign a waiver if compensation is not sought by all owners. Signatures were received from those who hold an interest in the property through a lease but not the owners of the parcel. Could you please provide more information as to whether the property owners are seeking compensation with this claim?

Thank you in advance for your assistance in this matter. If you have any questions, please contact me at (503) 718-2437.

Sincerely,

Cheryl A. Caines

Cheryl A. Caines
Assistant Planner

PROCEDURE FOR BALLOT MEASURE 37 COMPENSATION CLAIM

City of Tigard Permit Center 13125 SW Hall Blvd., Tigard, OR 97223
Phone: 503.639.4171 Fax: 503.598.1960

The claim must be in writing and include the information listed below. The claim shall not be considered filed until all of the requirements of the procedure are met.

FOR STAFF USE ONLY

Case No.: M372606 00005 Application Accepted By: S-TREAT

Date: 12/1/06 Date Determined Complete:

Deposit: $1,000 (Deposit to be refunded if claim is determined to be valid. If claim is denied and ultimately determined invalid, the claimant shall reimburse the City for the costs the City incurs in processing the claim. If reimbursement exceeds the deposit, the claimant shall pay any additional amount within 30 days of a demand by the City for full payment. If costs are less than the deposit, the difference will be refunded to the claimant.)

IDENTIFICATION OF AFFECTED PROPERTY

Property Street Address/Location(s): 10830 SW Greenburg Rd, Tigard OR 97223

Tax Map & Tax Lot # (s): 07-3W-24AC, 3402 07-3W-24AD, 1200

Subdivision Lot # (s):

CLAIMANT INFORMATION

Property Owners/Claimants/Deed Holders*: Mark S. Hemstreet, Shilo Inn, Washington Square, LLC and Cascade Hotel Corp.

Address: 11600 SW Shilo Ln Phone: (503) 641-6565

City/State: Portland OR Zip: 97225

(Attach list if more than one)

Date Claimant Acquired Property: October 19, 1984 - see attached Chain of Title and Assignment of Lease (Tab 1 and 2)

Date Family Member of Claimant Acquired Property (if applicable):

Names and Relationships of Family Members that are Previous Owners (if applicable):

(Attach list if additional space is needed)

Lien/Security Interest Holders of the affected property: See attached list (Tab 3)

Address: Phone:

City/State: Zip:

(Attach list if more than one)

* When the owner and the applicant are different people, all owners of the affected property must sign this application in the space provided on the back of this form. If the affected property is owned by two or more persons and not all owners seek compensation, all owners who do not seek compensation shall sign a waiver of the right to compensation.

REGULATION RESTRICTING USE

Identify the regulation that is alleged to restrict use of affected property. Provide a statement describing how the restriction affects the value of the property. (Attach additional materials as necessary) All regulations enacted since acquisition by Claimant including zoning and development codes as well as any which may be applicable from your comprehensive plan, unless now less restrictive especially "building standards" under 18.630 and applicable building design, set backs, walkways, signs and landscaping standards.

See attached historic and current Applicable Code Tab 4 and 5.

CLAIM PREFERENCE

Provide a statement of whether claimant prefers compensation or a waiver, suspension, or modification of the regulation.

Claimant prefers waiver of regulations.

Include a statement describing the extent to which the regulation would need to be waived, suspended, or modified to avoid the need for compensation. A description of the proposed use must be provided. (Attach additional materials as necessary)

All applicable regulations which are more restrictive would need to be waived.

AMOUNT OF COMPENSATION

The amount claimed as compensation: In excess of $154,000.
Provide documentation supporting the amount. Said documentation shall include a market analysis, appraisal, or other documentation at least equivalent to a market analysis.

Claimants' Authorized Representative(s) if applicable.

Philip S. Harris
(503) 641-6565

11600 SW Shilo Lane
Portland OR 97225

SIGNATURES of each owner of the subject property.

DATED this 29 day of November, 20 06

SEE ATTACHED
SIGNATURE PAGE

JORDAN SCHRADER
ATTORNEYS AT LAW

RECEIVED
NOV 30 2006
CITY OF TIGARD
BUILDING DIVISION

VIA FEDERAL EXPRESS

November 29, 2006

City of Tigard
Permit Center
13125 SW Hall Blvd
Tigard OR 97223

Re: **Measure 37 Demand**
Mark S. Hemstreet, Shilo Inn, Washington Square, LLC, and Cascade Hotel Corporation
10830 SW Greenburg Rd., Tigard, OR 97223
Our File No. 49614-35948

EDWARD H. TROMPKE
Admitted In:
Oregon

Direct Dial
(503) 598-5532

E-mail
ed.trompke@jordanschrader.com

To Whom It May Concern

This firm represents Mark S. Hemstreet, Shilo Inn, Washington Square, LLC, and Cascade Hotel Corporation, the Claimants. There has been no change of ownership in that Mark Hemstreet is the controlling unit holder (member) of the LLC and is the shareholder of Cascade Hotel Corporation, its manager.

Enclosed is claimants' Measure 37 Demand Form with supporting documentation.

Claimants request waiver of all zoning and development codes which are more restrictive than those in effect on the date of acquisition. Claimants request similar waiver as to any restrictive provisions of your Comprehensive Plan affecting the property which may have been enacted following acquisition.

Claimants have estimated the diminution of value in the property by imposition of the restrictive codes to be in excess of $154,000.

Claimants' check in the amount of $1,000 is enclosed.

To the extent this claim may be deemed incomplete, Claimants reserve the right to supplement the claim to submit any additional materials or information which may be required under the statute and/or the City's requirements.

If, for any reason, the City rejects, refuses, denies, or returns this application, this letter and associated documents shall serve as demand, pursuant to

ORS 197.352(4) for compensation, and shall give rise to the remedies provided in ORS 197.352.

Please contact me or my paralegal, Carol Keddy, if you have any questions. We would appreciate receiving copies of any correspondence, reports, or decisions rendered with respect to this claim.

Sincerely,

JORDAN SCHRADER PC

Edward H. Trompke

Enclosures

cc: Philip Harris

By: _____
Mark S. Hemstreet

SHILO INN, WASHINGTON SQUARE, LCC by
Shilo Management Corporation, its manager

By: _____
Philip S. Harris, Vice President

CASCADE HOTEL CORP

By: _____
Philip S. Harris, Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, MARK S. HEMSTREET, have made, constituted and appointed and by these presents do make, constitute and appoint PHILIP S. HARRIS my true and lawful attorney, for me and in my name, place and stead and for my use and benefit, to sign and execute all applications, notices, and other documents necessary to file OREGON MEASURE 37 claims on my behalf, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done, by virtue hereof, on behalf of the OREGON MEASURE 37 claims.

Dated 11/27/06.

Mark S. Hemstreet

Mark S. Hemstreet
11600 SW Shilo Lane
Portland, Oregon 97225

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

Personally appeared the above named MARK S. HEMSTREET and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Alana Marston Clark

Notary Public for Riverside County California
My Commission Expires: June 17 2010

ALANA MARSTON-CLARK
Commission # 1675784
Notary Public - California
Riverside County
My Comm. Expires Jun 17, 2010

Business Registry Business Name Search

New Search

Business Entity Data

11-21-2006
09:47

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
539433-88	DLLC	ACT	OREGON	10-08-1996		
Entity Name	SHILO INN, WASHINGTON SQUARE, LLC					
Foreign Name						

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	11600 SW SHILO LANE					
Addr 2						
CSZ	PORTLAND	OR	97225	5995	**Country**	UNITED STATES OF AMERICA

Please click here for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		**Start Date**	04-18-2006	**Resign Date**
Name	PHILIP	S	HARRIS			
Addr 1	11600 SW SHILO LANE					
Addr 2						
CSZ	PORTLAND	OR	97225	5995	**Country**	UNITED STATES OF AMERICA

Type	MGR	MANAGER			**Resign Date**	
Of Record	098189-98	CASCADE HOTEL CORPORATION				
Addr 1	11600 SW SHILO LANE					
Addr 2						
CSZ	PORTLAND	OR	97225	5995	**Country**	UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
SHILO INN, WASHINGTON SQUARE, LLC	EN	CUR	10-08-1996	

Please read before ordering Copies.

New Search

Summary History

Image Date	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
10-04-2006	ANNUAL REPORT PAYMENT	10-04-2006		SYS		
	CHANGE OF					

04-18-2006	REGISTERED AGENT/ADDRESS	04-18-2006		FI	Agent	
09-27-2005	ANNUAL REPORT PAYMENT	09-27-2005		SYS		
09-21-2004	ANNUAL REPORT PAYMENT	09-21-2004		SYS		
09-23-2003	ANNUAL REPORT PAYMENT	09-23-2003		SYS		
06-20-2003	AMENDMENT TO ANNUAL REPORT	06-20-2003		FI		
05-08-2003	ARTICLES OF AMENDMENT	05-08-2003		FI		
09-17-2002	ANNUAL REPORT PAYMENT	09-17-2002		SYS		
10-04-2001	ANNUAL REPORT PAYMENT	10-04-2001		SYS		
10-17-2000	CHANGED RENEWAL	10-17-2000		FI		
10-17-2000	AGENT/AUTH REP CHNG	10-17-2000		FI		
10-12-2000	STRAIGHT RENEWAL	10-12-2000		FI		
09-14-1999	AMENDED RENEWAL	09-14-1999		FI		
09-21-1998	STRAIGHT RENEWAL	09-15-1998		FI		
09-24-1997	STRAIGHT RENEWAL	09-22-1997		FI		
09-30-1997	CHANGED RENEWAL	09-19-1997		FI		
02-19-1997	AGENT/AUTH REP CHNG	02-19-1997		FI		
10-08-1996	NEW FILING	10-08-1996		FI		

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Business Registry Business Name Search

New Search

Business Entity Data

11-26-2006
08:51

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Duration Date	Renewal Date
098189-98	DBC	ACT	OREGON	08-14-2002		
Entity Name	CASCADE HOTEL CORPORATION					
Foreign Name						

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	11600 SW SHILO LN					
Addr 2						
CSZ	PORTLAND	OR	97225		**Country**	UNITED STATES OF AMERICA

Please click here for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		**Start Date**	04-18-2006	**Resign Date**
Name	PHILIP	S	HARRIS			
Addr 1	11600 SW SHILO LN					
Addr 2						
CSZ	PORTLAND	OR	97225	5995	**Country**	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT			**Resign Date**	
Name	MARK	S	HEMSTREET			
Addr 1	11600 SW SHILO LN					
Addr 2						
CSZ	PORTLAND	OR	97225		**Country**	UNITED STATES OF AMERICA

Type	SEC	SECRETARY			**Resign Date**	
Name	PHILIP	S	HARRIS			
Addr 1	11600 SW SHILO LN					
Addr 2						
CSZ	PORTLAND	OR	97225		**Country**	UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
CASCADE HOTEL CORPORATION	EN	CUR	08-20-2002	
CASCADE HOTEL CORP.	EN	PRE	08-14-2002	08-20-2002

Please read before ordering copies.

New Search

Summary History

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04-18-2006	CHANGE OF REGISTERED AGENT/ADDRESS	04-18-2006		FI	Agent	
08-02-2005	ANNUAL REPORT PAYMENT	08-02-2005		SYS		
08-10-2004	ANNUAL REPORT PAYMENT	08-10-2004		SYS		
08-08-2003	AMENDED ANNUAL REPORT	08-08-2003		FI		
08-20-2002	ARTICLES OF AMENDMENT	08-20-2002		FI	Name	
08-14-2002	ARTICLES OF INCORPORATION	08-14-2002		FI	Agent	

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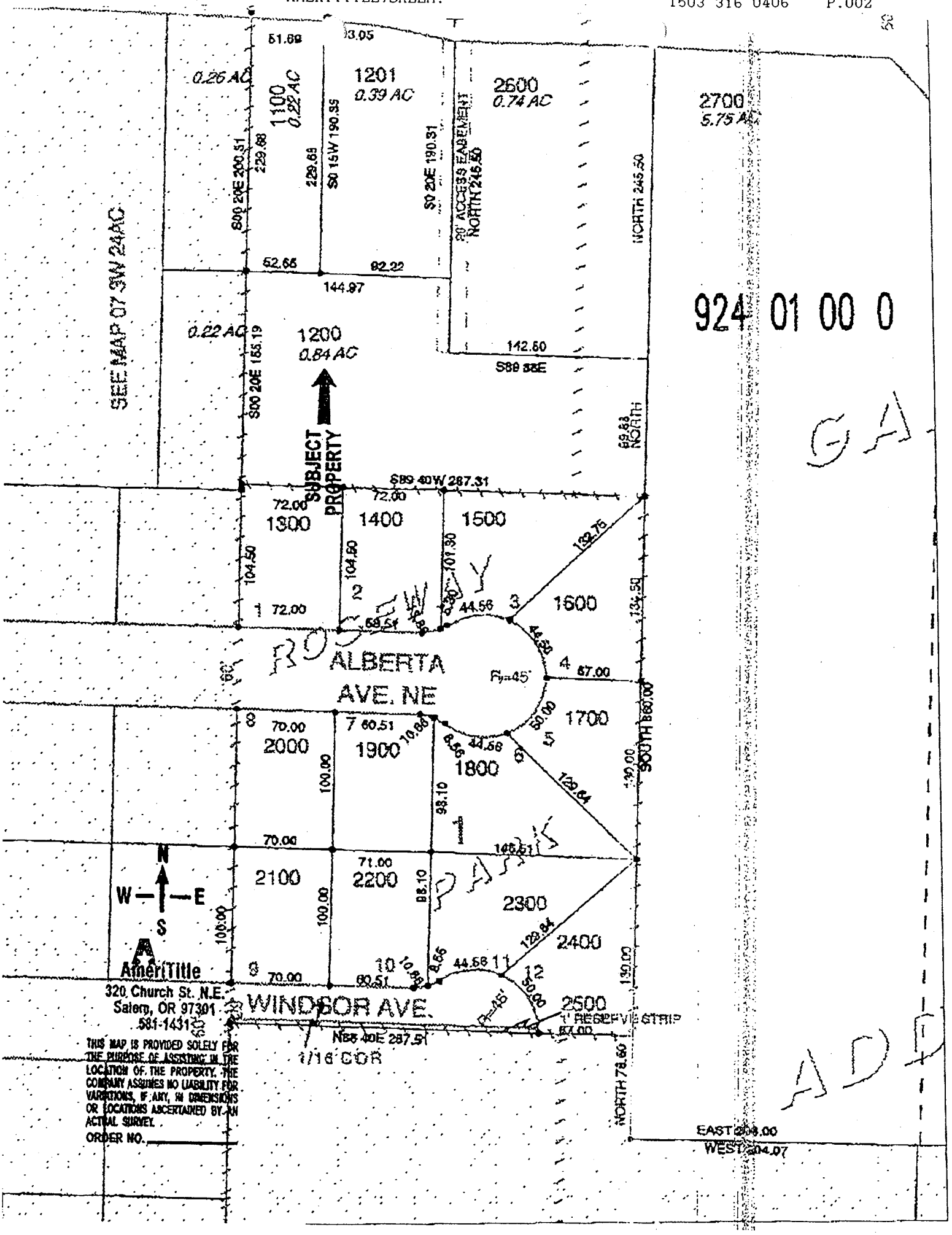
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2600
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2700
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0.22 AC
1200
0.84 AC
SUBJECT PROPERTY
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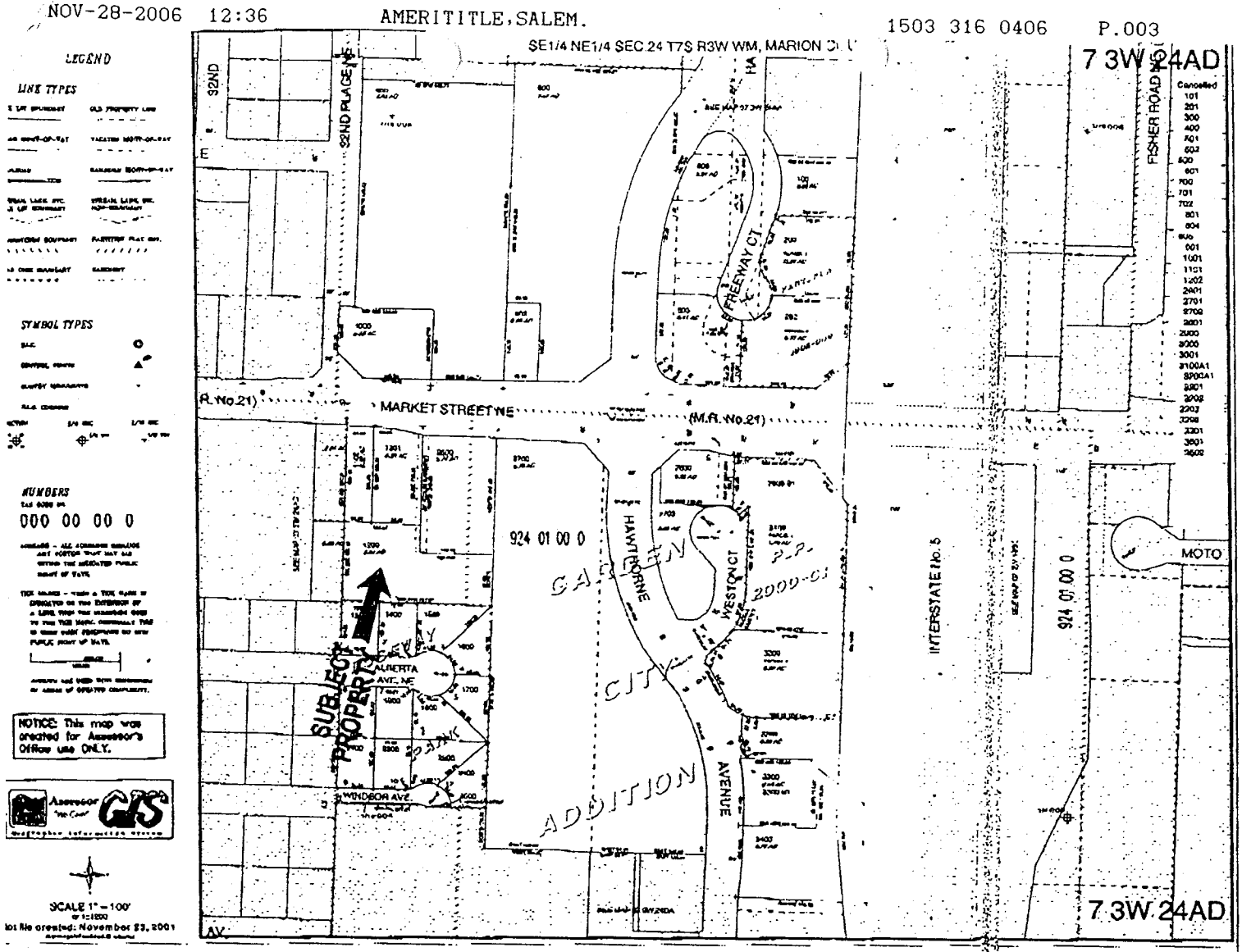
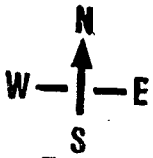
S0 15W 190.35
S0 20E 190.31
20' ACCESS EASEMENT
NORTH 245.50
S89 38E
S89 40W 287.31
1300
1400
1500
1600
1700
1800
1900
2000
2100
2200
2300
2400
2500
ALBERTA AVE. NE
WINDSOR AVE.
1/16 COR
1' RESERVE STRIP
N88 40E 287.51
SOUTH 660.00
NORTH 78.60
EAST 208.00
WEST 204.07
N
W
E
S
AmeriTitle
320 Church St. N.E.
Salem, OR 97301
581-1431
THIS MAP IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN THE LOCATION OF THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS OR LOCATIONS ASCERTAINED BY AN ACTUAL SURVEY.
ORDER NO.

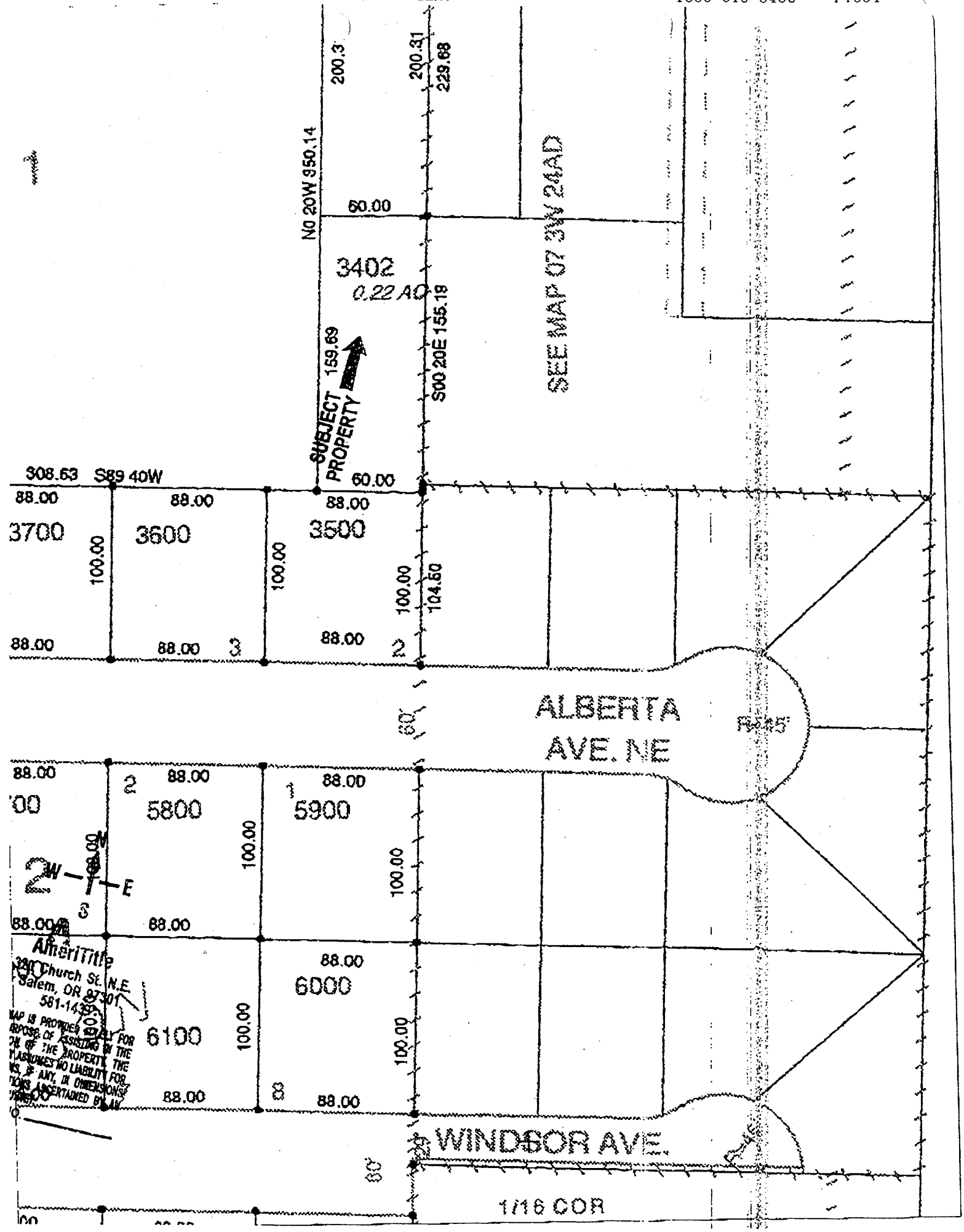




AmeriTitle
320 Church St. N.E.
Salem, OR 97301
581-1431

THIS MAP IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN THE LOCATION OF THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS OR LOCATIONS ASCERTAINED BY AN ACTUAL SURVEY.

ORDER NO. _____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320 Church St. N.E.
Salem, OR 97301
581-1439
WINDSOR AVE.
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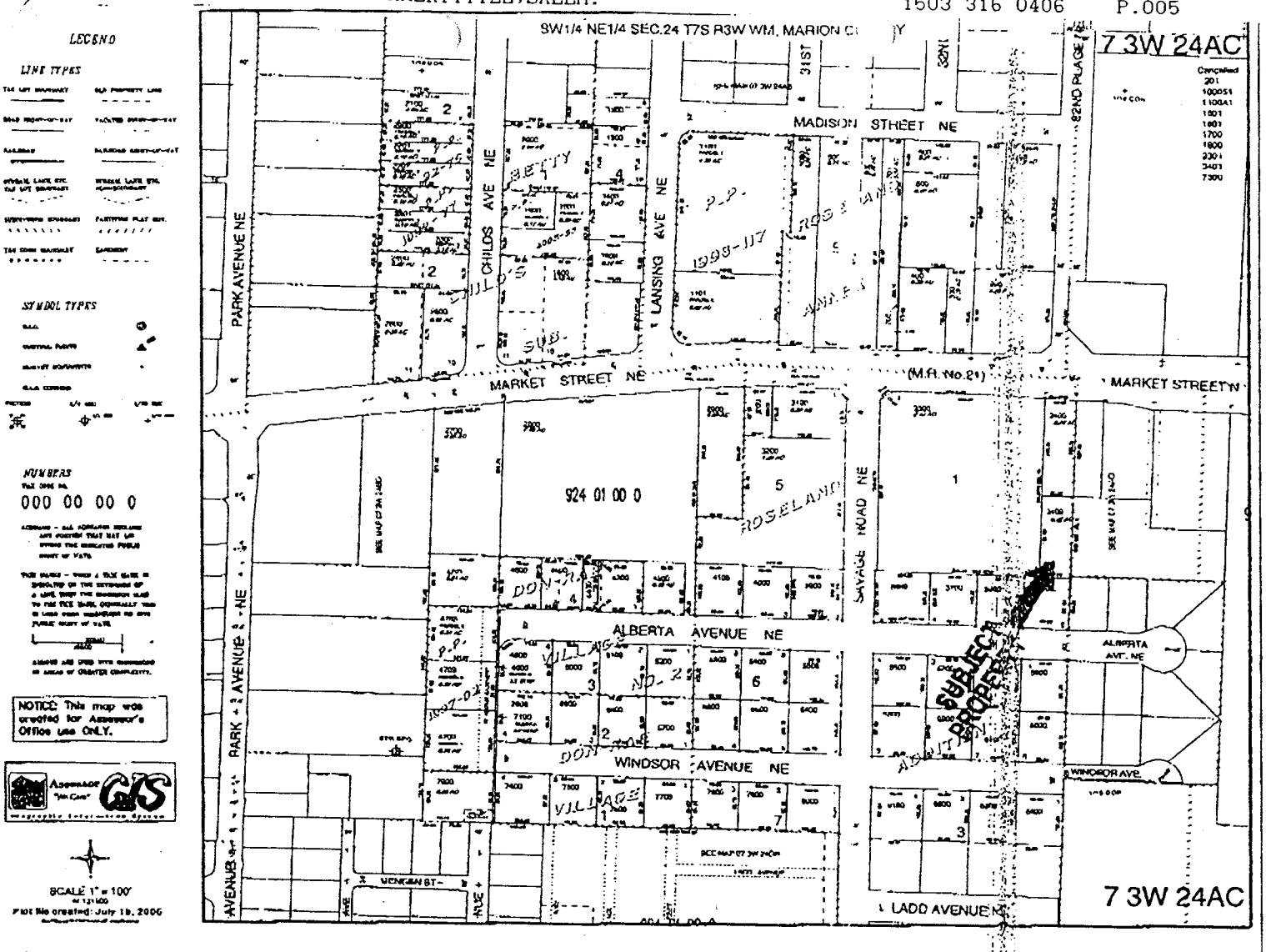

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AmeriTitle
320 Church St. N.E.
Salem, OR 97301
581-1431

THIS MAP IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN THE LOCATION OF THE PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS OR LOCATIONS ASCERTAINED BY AN ACTUAL SURVEY.

ORDER NO. _____

TICOR TITLE INSURANCE COMPANY

TITLE PLANT
1629 SW Salmon • Portland OR 97205
(503) 224-0550 • FAX: (503) 219-2212

October 25, 2006

Rene Nicolescu
Ticor Title Insurance Company
Portland Office (Escrow)
1629 SW Salmon
Portland OR 97205
Phone: (503) 219-1100
FAX: (503) 219-2219

Title Number:	885754
Regarding:	Shilo Inn LLC
Property Address:	10830 SW Greenburg Road Tigard, OR 97223
County:	Washington

The following is a list of documents (Deed, Leases and Contracts) that affect the following described property from February 7, 1969 to October 17, 2006:

1 Warranty Deed, including the terms and provisions thereof,
From: Herbert Olson and Erma F.E. Olson
To: Hugo Paul and Harriett Paul
Recorded Date: February 7, 1969
Recording Number: Book 732 page 509

2 Deed and Purchaser's Assignment of Real Estate Contract, including the terms and provisions thereof,
From: C.G. Potter, whose wife is Phyllis J. Potter, Robert M. Schaefer whose wife is Sally Jo Schaefer, G.V. Miller, whose wife is Becky Ann Miller and James E. Boatwright whose wife is Margaret E. Boatwright dba West Coast Service Company
To: C.G. Potter, G.V. Miller and Robert M. Schaefer dba West Coast Service Company,
Recorded Date: June 14, 1972
Recording Number: Book 872 page 108

3 Warranty Deed, including the terms and provisions thereof,
From: Hugo Paul and Harriett Paul
To: G.V. Miller, C.G. Potter, J.E. Boatwright and Robert M. Schaefer dba West Coast Service Company
Recorded Date: October 1, 1972
Recording Number: Book 899 page 657

4 Quitclaim Deed, including the terms and provisions thereof,

10/26/2006 13:17 FAX Escrow@ticortitle.com → Tonya Sawyer 002/013

From: Becky Ann Miller
To: Gerald V. Miller
Recorded Date: February 24, 1981
Recording Number: 81006353

5 Memorandum of Lease, including the terms and provisions thereof,
Between: Gerald V. Miller, Clifford S. Potter and Phyllis J. Potter and Robert Schaefer and Sally Jo Schaefer, lessor
And: Chi Tsung Pong and Wen Chu Pong, lessee
Recorded Date: November 15, 1984
Recording Number: 84044772

6 Assignment of Lease, including the terms and provisions thereof,
From: Chi Tsung Pong and Wen Chu Pong, assignors
To: Mark S. Hemstreet, assignee
Recorded Date: November 15, 1984
Recording Number: 84044776

7 Assignment of Lease, including the terms and provisions thereof,
From: Mark S. Hemstreet
To: Shilo Inn, Washington Square, LLC, an Oregon limited liability company
Recorded Date: March 19, 1997
Recording Number: 97024340

8 Bargain and Sale Deed, including the terms and provisions thereof,
From: Mark S. Hemstreet
To: Shilo Inn, Washington Square, LLC, an Oregon limited liability company
Recorded Date: March 19, 1997
Recording Number: 97024339

9 Landlord's Consent and Estoppel Agreement Lessee's Exercise of Option to Extend Lease Concent to Assignment of Lessee's Interest, including the terms and provisions thereof,
From: West Coast Service Company, a general partnership, lessor
To: KeyCorp Real Estate Capital Markets, Inc., lender and Mark S. Hemstreet and Shilo Inn, Washington Square, LLC, an Oregon limited liability company
Recorded Date: March 19, 1997
Recording Number: 97024341

10 First Amendment to Landlord's Consent and Estoppel Agreement, including the terms and provisions thereof,
From: West Coast Service Company, a general partnership, lessor
To: KeyCorp Real Estate Capital Markets, Inc., lender and Mark S. Hemstreet and Shilo Inn, Washington Square, LLC, an Oregon limited liability company
Recorded Date: March 19, 1997
Recording Number: 97024342

11 Quitclaim Deed, including the terms and provisions thereof,
From: Estate of Clifford G. Potter (aka C.G. Potter) deceased anda Phyllis J. Potter
To: Robert M. Schaefer and Sally J. Schaefer and Gerald V. Miller dba West Coast Service Company, a partnership
Recorded Date: July 15, 1997
Recording Number: 97064845

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THIS IS NOT A TITLE REPORT OR OPINION ON TITLE, since no examination as to the sufficiency or effect of the documents listed herein has been made. The liability in connection with this Service is expressly limited to the sum paid therefore, and the issuing company will not otherwise be responsible for errors and omissions therein.

Sincerely,

TICOR TITLE INSURANCE COMPANY

Lori Guzman
Title Officer

GENERIC LETTER (LY4)

FOL. 633—WARRANTY DEED. STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

1967/80

520

KNOW ALL MEN BY THESE PRESENTS, That HERBERT OLSON and ERMA F. E. OLSON, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by HUGO PAUL and HARRIETT PAUL, husband and wife,

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Washington and State of Oregon, described as follows, to-wit:

Beginning at the SW corner of the D.C. Graham Donation Land Claim No. 52, T1S, R1W, of the W.M., Washington County, Oregon, and running thence E along the S line of said Donation Land Claim 1007.9 feet to an iron pipe thence N 0° 28' E 843.9 feet to an iron pipe on the E line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence from the above described true place of beginning S 85° 58' W 447.5 feet to a point in County Road No. 179, which point is on the northwesterly line of said Wormsborg Tract; thence N 40° 00' E along said northwesterly line and in said County Road 294.1 feet to a point; thence S 74° 20' E 268.4 feet to an iron pipe on the E line of said Wormsborg Tract; thence S 0° 28' W 121.3 feet to the place of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $23,782.57. ©However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which).©

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 28 day of January, 1969.

Herbert Olson

Erma F. E. Olson

STATE OF ~~OREGON~~ WASHINGTON, County of KING) ss. January 23, 1969

Personally appeared the above named Herbert Olson and Erma F. E. Olson, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Richard G. Jacobsen

Notary Public for ~~Oregon~~ WASHINGTON

My commission expires NOV. 15, 1970

(OFFICIAL SEAL)

NOTE—The sentence between the symbols ©, if not applicable, should be deleted. See Chapter 463, Oregon Laws 1967, as amended by the 1967 Special Session.

1.50

WARRANTY DEED

OLSON, et ux

TO

PAUL, et ux

AFTER RECORDING RETURN TO

Glenn Walbeck
8862 S.W. Center Ct
Tigard, Oregon
97223

No. 520

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

BOOK 732 PAGE 509

STATE OF OREGON
County of Washington

Deeds

INDEXED

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. 732
of said County

Witness my hand and seal affixed.

ROGER THOMSSEN, Director of Records & Elections

FEB 7 8 59 AM '69 NCop Deputy

11.

10/26/2006 13:18 IFAX Escrow@ticortitle.com → Tonya Sawyer 005/073

1578

DEED AND PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT

THE GRANTORS, C. G. POTTER, whose wife is Phyllis J. Potter, ROBERT M. SCHAEFER, whose wife is Sally Jo Schaefer, G. V. MILLER, whose wife is Becky Ann Miller, and JAMES E. BOATWRIGHT whose wife is Margaret E. Boatwright, dba WEST COAST SERVICE COMPANY, a partnership, for value received, do hereby convey and quit claim to C. G. POTTER, G. V. MILLER and ROBERT M. SCHAEFER, dba West Coast Service Company, a partnership, the Grantee, the following described real estate situate in the County of Washington, State of Oregon, including any interest therein which grantor may hereafter acquire:

> A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, described as follows:
>
> Beginning at the Southwest corner of the D. L. Graham Donation Land Claim No.52, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and running thence East along the South line of said Donation Land Claim 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) Survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right of way of said C. R. 2043 North 40°15' East 225.52 feet to a 3/4 inch iron pipe; thence South 74°24' East 229.29 feet to a 1-inch channel iron; thence South 00°15' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.
> SUBJECT TO any rights presently existing by the city of Tigard, Washington County, and the Metzger Sanitary District.

SUBJECT TO easements, restrictions and reservations of record.

and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 19th day of November, 1971, between Hugo Paul and Harriett Paul, husband and wife, as seller and G. V. Miller, C. G. Potter, J. E. Boatwright and Robert M. Schaefer, dba West Coast Service Company, a partnership, as purchaser for the sale and purchase of the above described real estate. The grantee hereby

80

6-14-72 BOOK 872 PAGE 108

12

10/26/2006 13:18 IFAX Escrow@ticortitle.com → Tonya Sawyer 006/013

BLAIR, SCHAEFER, HUTCHISON & WYNNE
ATTORNEYS AT LAW
1014 FRANKLIN STREET
P. O. BOX 1148
VANCOUVER, WASHINGTON 98660

3432

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that HUGO PAUL and HARRIETT PAUL, as tenants by the entirety, in consideration of Forty-five Thousand Dollars ($45,000.00) to grantors paid by G. V. MILLER, C. G. POTTER, J. E. BOATWRIGHT, and ROBERT M. SCHAEFER, dba WEST COAST SERVICE COMPANY, a partnership, hereinafter called the grantee, do hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Washington, State of Oregon, described as follows, to wit:

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, described as follows:
Beginning at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and running thence East along the South line of said Donation Land Claim 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74°24' East 228.29 feet to a 1-inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.
SUBJECT TO any rights presently existing by the city of Tigard, Washington County, and the Metzger Sanitary District.

Exam 10/67

35-151

To Have and to Hold the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantors hereby covenant to and with said grantee and grantee's heirs, successors and assigns, that grantors are lawfully seized in fee simple of the above granted premises, free from all encumbrances, and that grantors will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantors' hands and seal this 19th day of November, 1971.

08

Hugo Paul
Hugo Paul

Harriett Paul
Harriett Paul

6,745.53
Hunter Wyeming
10/1-72

BOOK 893 PAGE 657

13

10/26/2006 13:18 IFAX EscrowOfficeTitle.com → Tonya Sawyer 007/073

FORM No. 731—QUITCLAIM DEED (Individual or Corporate).

QUITCLAIM DEED

81006353

KNOW ALL MEN BY THESE PRESENTS, That BECKY ANN MILLER *, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto* GERALD V. MILLER *hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of* WASHINGTON *, State of Oregon, described as follows, to-wit:*

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74°24' East 228.29 feet to a 1-inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.

(80)

EXCEPTING THEREFROM the following described tract:

A tract of land in Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon; and being a portion of that tract conveyed to Herbert Olson, et ux, by deed recorded in Book 649, at Page 240, Washington County Records, described as follows:

Beginning at the Northwest corner of said Olson tract, a point in Greenburg Road and running thence South 74°20' East to the Southeasterly line of Greenburg Road, being the true point of beginning of the herein described tract; thence South 74°20' East on the North line of said Olson tract, 125.00 feet to a point; thence Southwesterly to the South line of said Olson tract to a point which bears North 85°58' East 250.00 feet from the intersection of the South line of said Olson tract and the Southeasterly right-of-way of Greenburg Road; thence South 85°58' West 250.00 feet to the Southeasterly right-of-way of Greenburg Road; thence Northeasterly along the Southeasterly right-of-way of Greenburg Road to the true point of beginning.

1-2

Becky Ann Miller
7190 SW Renee Drive
Portland, OR 97225
GRANTOR'S NAME AND ADDRESS

Gerald V. Miller
10250 SW Greenburg Road, Suite 2058
Portland, OR 97223
GRANTEE'S NAME AND ADDRESS

After recording return to:
Gerald V. Miller
10250 SW Greenburg Road, Suite 2058
Portland, OR 97223
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
Gerald V. Miller
10250 SW Greenburg Road
Portland, OR 97223
NAME, ADDRESS, ZIP

STATE OF OREGON
County of Washington } ss Qud

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

SPACE RESERVED FOR RECORDER'S USE

5.00 TA
pdck

ROGER THOMSSEN, Director of Records & Elections

1981 FEB 24 AM 9:34

HILLSBORO

Feb 24, 1981

14

10/26/2006 13:18 IFAX Escrow@ticortitle.com → Tonya Sawyer 008/013

Form No. 1
1-1-74

for the
herein
in that
wise as

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est
ny-
dit:

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ N/A

However, the actual consideration consists of or includes other property or value given or promised which is ~~[illegible]~~ *part of the consideration (indicate which).* *(The sentence between the symbols, if not applicable, should be deleted. See ORS 93.030.)*

In construing this deed and where the context so requires, 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 grantor has executed this instrument this 10th *day of* February *, 19*81*; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.*

[signature]

If executed by a corporation, affix corporate seal

STATE OF OREGON, } ss.
County of Multnomah
February 10 *, 19*81 .
Personally appeared the above named
BECKY A. MILLER
and acknowledged the foregoing instrument to be her *voluntary act and deed.*
Before me:
(OFFICIAL SEAL) [signature]
Notary Public for Oregon
My commission expires: 10/26/83

STATE OF OREGON, County of) ss.
, 19
Personally appeared *and*
who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of
, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me:
(SEAL)
Notary Public for Oregon
My commission expires:

Becky Ann Miller
7190 SW Renee Drive
Portland, OR 97225
GRANTOR'S NAME AND ADDRESS

Gerald V. Miller
10250 SW Greenburg Road, Suite 205B
Portland, OR 97223
GRANTEE'S NAME AND ADDRESS

After recording return to:
Gerald V. Miller
10250 SW Greenburg Road, Suite 205B
Portland, OR 97223
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.
Gerald V. Miller
10250 SW Greenburg Road
Portland, OR 97223
NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON
County of Washington } ss. Dud

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

5.00 TA
pdck

ROGER THOMSSEN, Director of Records & Elections

1981 FEB 24 AM 9:34

HILLSBORO

Feb 24, 1981

10/26/2006 13:18 IFAX Escrow@ticortitle.com → Tonya Sawyer 009/073

84044772

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated this 31st day of January, 1984, is by and between Gerald V. Miller, Clifford G. Potter and Phyllis J. Potter, and Robert M. Schaefer and Sally Jo Schaefer (hereinafter called the LESSOR), whose address is 10250 S. W. Greenburg Road, Suite 205B, Portland, Oregon 97223 and William F. Brenner and Lorene Brenner and Chi Tsung Pong and Wen Chu Pong (hereinafter called the LESSEE), whose principal place of business is located at 9602 19th S. W., Everett, Wa 98204

LESSOR does hereby lease to LESSEE that certain premises with improvements and appurtenant easements, if any, situated in the City of Tigard, described in EXHIBIT A attached hereto and made a part hereof.

TO HAVE AND TO HOLD for a term commencing as of February 1, 1984, and ending thirty (30) years from February 1, 1984.

Further LESSOR does hereby grant to LESSEE, the right of option to extend the term of this Lease upon the expiration of the original term for successive periods aggregating twenty (20) years.

The rentals to be paid by LESSEE and all of the obligations and rights of LESSOR and LESSEE in respect to the above described rental for the original term and the extension thereof are set forth in a certain lease dated January 31st, 1984 executed by the parties hereto. This instrument is merely a memorandum of the aforesaid Lease and is subject to all of the terms, conditions and provisions thereof. In the event of any inconsistency between the terms of said Lease and this instrument, the terms of said Lease shall prevail as between the parties hereto. This memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, and executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the day and year first above written.

LESSOR:	LESSEE:
Gerald V. Miller	William F. Brenner
Clifford G. Potter	Lorene Brenner
Phyllis J. Potter	Chi Tsung Pong
Robert M. Schaefer	Wen Chu Pong
Sally Jo Schaefer	

STATE OF WASHINGTON
County of Clark

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 6th day of January, 1984, personally appeared before me ROBERT M. SCHAEFER, SALLY JO SCHAEFER, H & W, CLIFFORD G. POTTER and PHYLLIS J. POTTER, H & W, and GERALD V. MILLER to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Notary Public in and for the state of Washington, residing at Vancouver

STATE OF ~~WASHINGTON~~ OREGON
County of Clark Washington

I, the undersigned, a notary public in and for the State of ~~Washington~~ Oregon, hereby certify that on this 31st day of January, personally appeared before me WILLIAM F. BRENNER and LORENE BRENNER, H & W, and _____ to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Return to T/A Orbanco EH-1-3

Notary Public in and for the state of ~~Washington residing at~~ Oregon
My Commission Expires 8/17/88

15

10/26/2006 13:18 IFAX Escrow@ticortitle.com → Tonya Sawyer 010/073

Order No.: 1-608825-W

EXHIBIT A

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 196[illegible]; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 49.81 feet to a 3/4 inch iron pipe [illegible] the East right-of-way of said C.R. 2043 North 40°1[illegible] to a 3/4 inch iron pipe; thence South 74°24' East 228[illegible] inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.

EASEMENT NO. 1

TOGETHER WITH a non-exclusive easement for road and utility purposes as set forth in easement agreement recorded June 28, 1977 in Book 1178, page 69, Washington County Deed Records.

EASEMENT NO. 2

TOGETHER WITH an easement for road and utility purposes as set forth in easement agreement recorded July 20, 1979 with Fee No. 79026579.

10/26/2006 13:18 IFAX Escrow@ticortitle.com → Tonya Sawyer 011/073

STATE OF WASHINGTON

County of [illegible]

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 17th day of February, 1984, personally appeared before me [illegible] TSUNG PONG and WEN CHU PONG, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

[illegible]
Notary Public in and for the State of Washington, residing at [illegible]

STATE OF OREGON

County of Washington

I, Fleet of [illegible] Notary Public [illegible] and I certify that the [illegible] Deputy Clerk

13th/19

1984 NOV 15 PM 2:14

3

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11/15 84044776

A Recording Service of Transamerica Title Ins. Co. # 26-14735

02-41-02

ASSIGNMENT OF LEASE

ASSIGNORS: CHI TSUNG PONG and WEN CHU PONG

ASSIGNEE: MARK S. HEMSTREET

DATE: 10/19/84

1. Assignors, as defined above, hereby assign all their right, title and interest in and to the lessee's interest of that certain Ground Lease dated January 31, 1984, between WEST COAST SERVICE COMPANY, a general partnership, lessor; and WILLIAM F. BRENNER and LORENE BRENNER, and CHI TSUNG PONG and WEN CHU PONG, lessees, concerning the property as described in Exhibit A, attached hereto and incorporated herein.

2. Assignors warrant that the leasehold interest being assigned herein is free and clear of liens and encumbrances arising by or through Assignor. Assignors warrant that the Ground Lease, as of the date of this Assignment is not in default and this Assignment shall not constitute default under such lease.

3. Assignee, as identified above, by acceptance of this Assignment, hereby agrees to assume and by these presents does assume, all of the rights and liabilities of the lessee under the Ground Lease described above.

The true and actual consideration expressed in terms of dollars for this assignment is $ 200,000.00 .

ASSIGNORS:

Chi Tsung Pong

Chi Tsung Pong

Wen Chu Pong

Wen Chu Pong

ASSIGNEE:

Mark S. Hemstreet

Mark S. Hemstreet

Return to T/A Orbanski Ed Harden

1 — 3

16

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Order No.: 1-608826-W

EXHIBIT A

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsberg by deed recorded on Page 9 of Volume 291 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South [illegible] West 396.67 feet to a 1-inch iron shaft as reset at station [illegible].2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°[illegible] East 225.82 feet to a 3/4 inch iron pipe; thence South 74°24' East [illegible].29 feet to a 1-inch channel iron; thence South 00°16' West 12[illegible] feet to a 1-inch iron pipe, the true point of beginning.

EASEMENT NO. 1

TOGETHER WITH a non-exclusive easement for road and utility purposes as set forth in easement agreement recorded June [illegible], 1977 in Book [illegible]78, page 69, Washington County Deed Records.

EASEMENT NO. 2

TOGETHER WITH an easement for road and [illegible] set forth in easement agreement recorded July 20, 19[illegible] Fee No. [illegible]038579.

STATE OF OREGON
County of Washington

I, Donald [illegible] and Taxation [illegible] vayances [illegible] the within instrument [illegible] and readfood [illegible] county

[illegible] W. Mason, Director [illegible] Taxation [illegible]

[illegible] NOV 15 PM 2:14

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STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared before me this 14th day of October, 1984, the above named Mark S. Hemstreet and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires 8/27/85

STATE OF WASHINGTON)
) ss.
County of Pierce)

Personally appeared before me this 19 day of October, 1984, the above named Chi Tsung Pong and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Washington
My Commission Expires

STATE OF WASHINGTON)
) ss.
County of Pierce)

Personally appeared before me this 19 day of October, 1984, the above named Jen Chu Pong and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for Washington
My Commission Expires 1988

ASSIGNMENT OF LEASE - Page 2.

2

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Recorded By TICOR TITLE

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, That MARK S. HEMSTREET *Assignor, for value received hereby assigns unto* SHILO INN, WASHINGTON SQUARE, LLC, an Oregon limited liability company *Assignee the* [illegible]/lessee's [illegible] *interest in that certain lease made by* West Coast Service Company, a general partnership composed Robert M. Schaeffer and Sally Jo Schaeffer, H&W ** *in which* Mark S. Hemstreet *is* [illegible] *dated* Novmeber 15 *, 19* 84 *and covering the following described premises, to-wit:*

** Clifford G. Potter and Phyllis J. Potter, husband and wife and Gerald V. Potter

Legal description attached

AFTER RECORDING RETURN TO:
TICOR TITLE
1629 SW SALMON
YVONNE WILLIAMSON
PORTLAND, OR 97205

6213916

To Have and to Hold the same unto said Assignee and assigns from March 18 *, 19* 97 *for all the rest of the term of said lease, subject to the covenants, conditions and provisions therein mentioned. The rents provided for in said lease are paid to and including* current *, 19*

AND the Assignor hereby covenants that the interest in said lease hereby assigned is free from encumbrances.

In construing this assignment and where the context so requires, 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 assignor has executed this instrument on March *, 1997 ; if a corporate assignor, it has been done by order of assignor's board of directors with its corporate seal affixed.*

X Mark S. Hemstreet
Mark S. Hemstreet

(If assigned by a corporation affix corporate seal)

STATE OF OREGON,
County of Washington)
March 13 *, 19* 97)

Personally appeared the above named Mark S. Hemstreet

and acknowledged the foregoing instrument to be his *voluntary act and deed.*

Before me

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires

STATE OF OREGON, County of)
, 19

Personally appeared *and*

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

, a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires

2

17

10/26/2006 13:19 IFAX Escrow@ticortitle.com → Tonya Sawyer 016/073

MAR 9 1997

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST ONE QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE D.L. GRAHAM DONATION LAND CLAIM NO. 52, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID DONATION LAND CLAIM 1,007.9 FEET TO AN IRON PIPE; THENCE NORTH 0°28' EAST 843.9 FEET TO AN IRON PIPE ON THE EAST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW WORMSBORG BY DEED RECORDED ON PAGE 9 OF VOLUME 201 OF WASHINGTON COUNTY, OREGON, DEED RECORDS, WHICH POINT IS THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 85°58' WEST 396.67 FEET TO A ONE INCH IRON SHAFT AS REST AS STATION 30+56.2 P.O.S.T. OF WASHINGTON COUNTY ROAD PLAT NO. 2043 (S.W. GREENBURG ROAD) SURVEY OF APRIL 1967; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 686.2 FEET AND A LONG CHORD WHICH BEARS NORTH 38°16'45" EAST 48.61 FEET TO A 3/4 INCH IRON PIPE; THENCE ALONG THE EAST RIGHT OF WAY OF SAID COUNTY ROAD 2043, NORTH 40°15' EAST 225.82 FEET TO A 3/4 INCH IRON PIPE; THENCE SOUTH 74°24' EAST 228.29 FEET TO A ONE INCH CHANNEL IRON; THENCE SOUTH 00°16' WEST 121.39 FEET TO A ONE INCH PIPE, THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DEDICATED FOR STREET PURPOSES BY INSTRUMENT RECORDED JANUARY 3, 1985, AS RECORDER'S FEE NO. 85000189

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO CARY H. COTTON AND WIFE BY DEED BOOK 361, PAGE 583, WHICH POINT BEARS SOUTH 88°10' WEST 643.8 FEET AND SOUTH 0°20' EAST 466.5 FEET FROM THE SOUTHEAST CORNER OF LOT 5, ASHBROOK FARM; THENCE SOUTH 88°10' WEST 100 FEET TO THE SOUTHWEST CORNER OF SAID COTTON TRACT; THENCE NORTH 0°20" WEST ON THE WEST LINE OF SAID COTTON TRACT 200 FEET; THENCE SOUTH 88°10' WEST ON THE SOUTH LINE OF AN EASEMENT DESCRIBED IN DEED BOOK 433, PAGE 472, A DISTANCE OF 100 FEET TO THE WEST LINE OF THE TRACT CONVEYED TO CONRAD E. ANDERSON AND WIFE, BY DEED BOOK 254, PAGE 793; THENCE SOUTH 0°20' EAST ALONG THE WEST LINE OF THE ANDERSON TRACT A DISTANCE OF 4.00 FEET TO A POINT WHICH IS 34.00 FEET SOUTH OF THE CENTERLINE OF A CONNECTING ROAD KNOWN AS SOUTHWEST SHADY LAND, WHICH POINT IS ALSO 16.00 FEET NORTH OF THE NORTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN CONTRACT TO DONALD A. FORBES, ET AL, RECORDED IN BOOK 1067, PAGE 109, DEED RECORDS, AND THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; FROM SAID TRUE POINT OF BEGINNING RUNNING WEST PARALLEL TO THE CENTERLINE OF SOUTHWEST SHADY LANE A DISTANCE OF 15.00 FEET; THENCE SOUTH 0°20' EAST, PARALLEL TO AND 15.00 FEET DISTANT WESTERLY FROM THE WESTERLY LINE OF THE AFOREMENTIONED ANDERSON TRACT, A DISTANCE OF 127 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THE BURDICK TRACT; THENCE SOUTH 73°17'00" EAST ALONG THE SOUTHWESTERLY LINE OF THE BURDICK TRACT A DISTANCE OF 15.50 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE BURDICK TRACT, WHICH POINT IS ALSO ON THE WESTERLY LINE OF THE ANDERSON TRACT; THENCE NORTH 0°20' WEST ALONG THE WESTERLY LINE OF THE ANDERSON TRACT, A

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DISTANCE OF 131.25 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO GARY H. COTTON AND WIFE BY DEED BOOK 161, PAGE 581, WHICH POINT BEARS SOUTH 88°10' WEST 641.8 FEET AND SOUTH 0°20' EAST 466.5 FEET FROM THE SOUTHEAST CORNER OF LOT 5, ASHBROOK FARM; THENCE SOUTH 88°10' WEST 100 FEET TO THE SOUTHWEST CORNER OF SAID COTTON TRACT; THENCE NORTH 0°20' WEST ON THE WEST LINE OF SAID COTTON TRACT 200 FEET; THENCE SOUTH 88°10' WEST ON THE SOUTH LINE OF AN EASEMENT DESCRIBED IN DEED BOOK 433, PAGE 472, A DISTANCE OF 100 FEET TO THE WEST LINE OF THAT TRACT CONVEYED TO CONRAD E. ANDERSON AND WIFE, BY DEED BOOK 254, PAGE 793; AND THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; FROM SAID TRUE POINT OF BEGINNING RUNNING SOUTH 0°20' EAST ON THE WEST LINE OF THE ANDERSON TRACT, A DISTANCE OF 155.25 FEET; THENCE NORTH 89°40' EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 0°20' WEST A DISTANCE OF 155.25 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THAT CERTAIN EASEMENT DESCRIBED IN INSTRUMENT RECORDED IN BOOK 433, PAGE 472, DEED RECORDS; THENCE SOUTH 88°10' WEST ALONG THE SOUTHERLY LINE OF SAID EASEMENT A DISTANCE OF 15.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR DRAINAGE PURPOSES OVER A STRIP OF LAND 5.0 FEET IN WIDTH, LYING 5.0 FEET WESTERLY AND ADJACENT TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE D. L. GRAHAM DONATION LAND CLAIM NO. 52, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID DONATION LAND CLAIM 1,007.9 FEET TO AN IRON PIPE; THENCE NORTH 0°28' EAST, 572.9 FEET TO AN IRON PIPE ON THE EAST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW WORMSBORG BY DEED AS RECORDED ON PAGE 9 OF VOLUME 201 OF WASHINGTON COUNTY, OREGON DEED RECORDS; THENCE SOUTH 85°08' WEST, 525.9 FEET TO A POINT IN COUNTY ROAD NO. 179, WHICH POINT IS ON THE WEST LINE OF SAID WORMSBORG TRACT; THENCE NORTH ALONG SAID WEST LINE AND IN SAID COUNTY ROAD 187.1 FEET TO A POINT; THENCE NORTH 40°00' EAST ALONG THE NORTHWESTERLY LINE OF SAID WORMSBORG TRACT AND IN SAID COUNTY ROAD 125.4 FEET TO A POINT; THENCE NORTH 85°58' EAST, 447.5 FEET TO AN IRON PIPE ON THE EAST LINE OF SAID WORMSBORG TRACT TO THE TRUE POINT OF BEGINNING OF THE HEREINBEFORE MENTIONED EASEMENT LINE; THENCE SOUTH 0°28' WEST ALONG THE EAST LINE OF SAID WORMSBORG TRACT 110 FEET, MORE OR LESS, TO FANNO CREEK AND THE END OF SAID EASEMENT LINE.

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STATE OF OREGON
County of Washington } ss

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97024340
Rect: 182717 $8.00
03/19/1997 04:21:17pm

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10/26/2006 13:19 IFAX Escrow@ticortitle.com → Tonya Sawyer 019/013

Grantor's Name and Address

Grantee's Name and Address

After recording, return to (Name, Address, Zip):
Shilo Inn - Shirley Stewart
11600 SW Barrow Road #200
Portland, OR 97225

Until requested otherwise, send all tax statements to (Name, Address, Zip):
no change

STATE OF OREGON
County of Washington } ss

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

SPACE RESERVED FOR RECORDER'S USE

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97024339
Rect: 182717 43.00
03/19/1997 04:21:17pm

Recorded By TICOR TITLE

651346

BARGAIN AND SALE DEED - STATUTORY FORM
(INDIVIDUAL GRANTOR)

MARK S. HEMSTREET, Grantor,

conveys to SHILO INN, WASHINGTON SQUARE, LLC, an Oregon Limited Liability Company, Grantee,

the following real property situated in Washington County, Oregon, to-wit:

legal description attached and made a part by reference hereto

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true consideration for this conveyance is $ -0- (Here, comply with the requirements of ORS 93.030.)
to effect a mere change of identity

Dated this 13 day of March, 19 97

x Mark S. Hemstreet
Mark S. Hemstreet

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

STATE OF OREGON, County of Washington } ss
This instrument was acknowledged before me on March 13, 1997
by Mark S. Hemstreet

OFFICIAL SEAL
ENGELBERT NOTARY PUBLIC - OREGON
COMMISSION NO. 1[illegible]
MY COMMISSION EXPIRES [illegible]

Notary Public for Oregon
My commission expires 9/5/97

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18

10/26/2006 13:19 IFAX EscrowTicorTitle.com → Tonya Sawyer 020/073

MAR 1 7 1997

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST ONE QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

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EXCEPTING THEREFROM THAT PORTION THEREOF DEDICATED FOR STREET PURPOSES BY INSTRUMENT RECORDED JANUARY 3, 1985, AS RECORDER'S FEE NO. 85000185

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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MAR 1 9 1997

DISTANCE OF 111.25 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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10/26/2006 13:19 IFAX Escrow@licortitle.com → Tonya Sawyer 022/073

return to:

W651396

Yvonne

TICOR TITLE INSURANCE CO.
1639 S.W. SALMON ST.
PORTLAND, OR 97205-1787

230
~~265~~
8
5
5

Recorded By TICOR TITLE

651396

LANDLORD'S CONSENT & ESTOPPEL AGREEMENT

LESSEE'S EXERCISE OF OPTION TO EXTEND LEASE

CONSENT TO ASSIGNMENT OF LESSEE'S INTEREST

The parties to this agreement (the "Agreement") dated December 11, 1996 are as listed next.

LESSOR: West Coast Service Company, a general partnership

LENDER: KeyCorp Real Estate Capital Markets, Inc.

HEMSTREET: Mark S. Hemstreet

BORROWER: Shilo Inn, Washington Square, LLC, an Oregon Limited Liability Company

RECITALS:

A. Lessor owns fee title to the land (the "Leased Premises") described in Exhibit A, attached hereto.

B. Hemstreet is the current holder of the lessee's interest in a ground lease, on the Leased Premises, which lease is dated January 31, 1984, between Lessor and William F. Brenner and Lorene Brenner, and Chi Tsung Pong and Wen Chu Pong, a memorandum of which was recorded November 15, 1994, under fee number 84044772, Records of Washington County, Oregon (the "Ground Lease"). A copy of the Ground Lease, together with copies of previous consents and assignments is attached as Exhibit B.

C. The current term of the Ground Lease expires June 30, 2014. Pursuant to paragraph 3 of the Ground Lease, Hemstreet desires to exercise his option to extend the term of the Ground Lease an additional 10 years to June 30, 2024.

D. Hemstreet desires to transfer his leasehold interest in the Ground Lease to Shilo Inn, Washington Square, LLC, an Oregon limited liability company ("Borrower").

E. Borrower desires to obtain a loan in the amount of approximately Three Million Four Hundred Thousand Dollars ($3,400,000.00) from Lender, and Lender has agreed to make such loan, secured by a Deed of Trust on Borrower's leasehold interest in the Leased Premises, provided that Lender obtains certain

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agreements from Lessor which will permit Lender to protect its interests in the event Borrower fails to perform the Ground Lease as agreed. Borrower also desires to use Borrower's leasehold interest in the Leased Premises as additional collateral for other Shilo Inn loans.

THE PARTIES AGREE AS FOLLOWS:

1. Hemstreet hereby exercises his option to extend the term of the Ground Lease for an additional 10 years to June 30, 2024.

2. Lessor hereby consents to the transfer of Hemstreet's leasehold interest in the Leased Premises to Borrower. Borrower hereby assumes personal liability for the payment of the rent and the performance of the other terms of the Ground Lease. Hemstreet shall remain personally liable for the payment of the Ground Lease and the performance of all of its terms and conditions. Hemstreet warrants that he owns fifty percent (50%) or more of the membership interest in Borrower. Hemstreet agrees that he will not transfer controlling interest in Borrower to any other person or entity without Lessor's prior written consent, which consent shall not be unreasonably withheld.

3. Lessor hereby consents to the granting by Borrower of a Deed of Trust on Borrower's leasehold interest in the Leased Premises for the benefit of Lender to secure the loan referred to above (the "Leasehold Mortgage"). Lessor also consents to the use of Borrower's leasehold interest in the Leased Premises as additional collateral for loans from Lender on other Shilo Inns.

4. Lessor agrees that Lessor will not modify or amend the terms and conditions of the Ground Lease, or accept a surrender of the Leased Premises, or a termination of the Ground Lease, without first obtaining the written consent of Lender for as long as the Leasehold Mortgage remains a lien on Borrower's leasehold interest.

5. Borrower shall have the right to encumber Borrower's leasehold estate in the Leased Premises to Lender, provided that Lessor, under no circumstances, shall have any liability for the payment of the loan secured by the Leasehold Mortgage, and at all times the Lessor's real property interest in the Leased Premises shall be and remain superior to that of the Leasehold Mortgagee and that no encumbrance or lien shall thereby exist on Lessor's reversionary interests.

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6. For as long as the Leasehold Mortgage shall remain unsatisfied, the following shall apply:

6.1 Lessor, upon serving Borrower with any notice under this Agreement, or under the provisions of, or with respect to the Ground Lease, shall also serve a copy of such notice on Lender (or the then holder of the Leasehold Mortgage) at the address specified in this Agreement, or at such other address as the Lender shall designate in writing to Lessor. No notice from Lessor to Borrower shall be deemed to have been duly given unless and until a copy thereof has been so served.

6.2 In the event Borrower shall be in default under the Ground Lease or this Agreement, Lessor shall notify Lender in writing of Borrower's default, specifying the default and the date by which Borrower must cure the default, and the subsequent date (which shall not be less than thirty (30) days following the date of the notice for a monetary default) by which Lender may cure the default on behalf of Borrower.

6.3 With respect to non-monetary defaults, no default or event of default shall be deemed to exist under the Ground Lease or this Agreement if steps by Borrower or Lender to remedy the facts giving rise to such potential default have been commenced in good faith within sixty (60) days of receipt of notice from Lessor and are being prosecuted in good faith with diligence and continuity. In the event of a non-monetary default which Borrower is unwilling or unable to cure, and which is difficult or impossible for Lender to cure without having possession of the Leasehold Premises, then Lessor shall take no action to terminate the Lease without giving Lender (a) written notice of Lessor's intention to terminate the lease, and (b) a reasonable opportunity to obtain possession of the Leased Premises (including possession by a receiver), and (c) a reasonable time after obtaining possession to cure the default. However, Lender shall not be obligated to continue such possession or to continue any pending foreclosure proceedings after such default shall have been cured.

6.4 In the event of a default by Borrower not susceptible of being cured by Lender (including, but not limited to, any assignment by Borrower for the benefit of creditors, the bankruptcy or insolvency of Borrower, or the appointment of any receiver or trustee against Borrower or any of its assets) such default shall be deemed to have been waived, and all rights of Borrower under the Ground Lease and this Agreement reinstated, upon completion of foreclosure proceedings by Lender (or upon acquisition of

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Borrower's interest through deed in lieu of foreclosure, or otherwise). No election by Borrower to terminate the Ground Lease, and/or no rejection by Borrower of the Ground Lease in any proceeding in bankruptcy shall be binding upon Lender. In the event Borrower, or a trustee in bankruptcy for Borrower, rejects the lease in bankruptcy, Lessor agrees to give Lender a new lease on the same terms and conditions, for the then remainder of the lease term, provided that Lender shall cure, or cause to be cured all monetary defaults, and all other defaults then reasonably capable of being cured.

6.5 Lender may become the legal owner of Borrower's leasehold interest under the Ground Lease and this Agreement through foreclosure proceedings or by assignment of borrower's leasehold interest in lieu of foreclosure. In the event that Lender, or its designee, is in possession of the Leased Premises through foreclosure, or deed in lieu of foreclosure, or in the event Lender wishes to have Borrower's leasehold interest purchased by a third party at foreclosure sale, Lender shall have the right to sell or transfer Borrower's Leasehold Interest to a proposed assignee, subject, however, to Lessor's written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. In the event Lender is in possession of the Leased Premises through foreclosure, or deed in lieu of foreclosure, and Lender transfers the Leasehold interest as provided herein, Lender shall thereafter have no liability to perform any of the terms of the Ground Lease. However, nothing in this Agreement shall permit Borrower, or any successor in interest to Borrower (except a successor who takes by foreclosure, or deed in lieu of foreclosure), to assign Borrower's leasehold interest except under the terms and conditions of the Ground Lease.

6.6 If, for any reason, Borrower fails to exercise any option, available under the terms of the Ground Lease, to renew or extend the term of the Ground Lease, Lessor shall deliver written notice of such fact to Lender. Lender shall have forty-five (45) days from the date of receipt of the notice either to exercise any such renewal or extension option on Borrower's behalf, or to enter into a new lease on the same terms and conditions as set forth in the existing Ground Lease.

6.7 No union of the interests of Lessor and Borrower shall result in a merger of the Ground Lease into any superior leasehold interest or the fee interest in the Leased Premises.

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6.8 In any circumstances where arbitration is provided for under the Ground Lease, Lessor shall give to Lender notice of any demand for any arbitration at the same time and in the same manner as such notice was given to Borrower, and Lessor shall recognize the Lender as a proper party to participate in such arbitration.

6.9 Lessor hereby consents to Borrower's grant, if any, to Lender of a security interest in the personal property owned by Borrower and located at the Leased Premises, and a collateral assignment of any subleases by Borrower of all or any portion of the Leased Premises, and the rents, issues and profits therefrom, if any. Lessor agrees that any interest that Lessor may have in such personal property or subleases, as the case may be, whether granted pursuant to the Ground Lease or by statute, shall be subordinate to the interest of the Lender, provided, however, that the rent and other terms of the Ground Lease shall be paid and performed as agreed.

6.10 As long as the Ground Lease is in effect, Borrower (or Borrower's successor in interest) shall own any and all improvements, buildings, and equipment on or about the Leased Premises. In the event of any casualty to the improvements, buildings, equipment, or personal property, during any time when there is an unpaid balance on the Leasehold Mortgage and the Ground Lease is in effect, Lessor shall be entitled to require that any insurance proceeds first be used to repair and restore the improvements to the condition existing prior to the casualty. Lender shall be entitled to control the insurance proceeds while such repairs and restoration are being made; and any insurance proceeds payable by reason of such casualty, in excess, if any, of the cost of any repair or restoration of the improvements, may be applied by the Lender to the balance of the Leasehold Mortgage up to the amount of the indebtedness secured by the Leasehold Mortgage.

6.11 In the event of any condemnation of the whole or any part of the Leased Premises, while the Ground Lease is in effect, and the Leasehold Mortgage remains unsatisfied, Lender shall be entitled to receive all of Borrower's share of condemnation proceeds to which Borrower is entitled, under the terms of the Ground Lease, up to the amount of the indebtedness secured by the Leasehold Mortgage. Nothing herein shall be construed to grant Lender any interest in Lessor's share of any condemnation proceeds. No agreement between Lessor and Borrower as to the allocation of condemnation proceeds shall be binding on Lender without Lender's written consent unless the unpaid balance of the Leasehold Mortgage

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is paid. In the event of any dispute between Borrower and/or Lender and Lessor as to the proper allocation of the condemnation proceeds between Lessor and Borrower, Lender shall have the right to be a party to any litigation, arbitration or other proceedings to resolve such dispute. In all events, Lessor shall be entitled to the value of the land, and the then present value (as of the time of the taking in condemnation) of Lessor's reversionary interest in the improvements at the time the Ground Lease would have expired by its terms if all extension options had been exercised.

7. Lessor hereby represents and warrants that, as of the date hereof:

7.1 the term of the Ground Lease commenced on February 1, 1984, and the original term expires on June 30, 2014;

7.2 there are no options to renew the term of the Ground Lease except the option to renew, exercised in this Agreement, which extends the term to June 30, 2024, and an additional option to renew which, if exercised, would extend the term of the lease to June 30, 2034;

7.3 the current fixed rent under the Ground Lease is $53,875.68 per annum (July 1 - June 30 year), payable in monthly installments of $4,489.64 each, and has been paid in full through November, 1996;

7.4 no additional rent or charge (including, without limitation, as applicable, taxes, maintenance, operating expenses or otherwise) that has been billed to Hemstreet or Borrower by Lessor is overdue;

7.5 there are no provisions for, and Lessor has no rights with respect to, terminating the Ground Lease or increasing the rent payable thereunder, except as expressly set forth in the Ground Lease;

7.6 the amount of the security deposit presently held by Lessor under the Ground Lease is $ None;

7.7 the Ground Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way whatsoever, except, if at all, as described on Exhibit B annexed hereto and made a part hereof;

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7.8 there are no agreements, whether oral or written, between Hemstreet/Borrower and Lessor concerning the Property other than the Ground Lease;

7.9 a true, correct and complete description of the documents constituting the Ground Lease is set forth on Exhibit 9;

7.10 Lessor has not delivered or received any notices of default under the Ground Lease;

7.11 to the best knowledge of Lessor, there is no default by Hemstreet/Borrower or Lessor under the Ground Lease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default thereunder;

7.12 any improvements required by the terms of the Ground Lease to be made by Hemstreet/Borrower have been completed to the satisfaction of Lessor, and Hemstreet/Borrower's current use and operation of the Property complies with any use, covenants or operating requirements contained in the Ground Lease;

7.13 Lessor is the record and beneficial owner of the Leased Premises;

7.14 neither Hemstreet nor any affiliate of Hemstreet has any direct or indirect ownership interest in Lessor or any affiliate of Lessor; and

7.15 Lessor has obtained all of the consents or approvals of any party necessary or desirable to effectuate the terms of this Agreement.

8. Lessor acknowledges and agrees that Lender may rely upon the truth and accuracy of the certifications contained in the foregoing paragraph 7, which shall inure to the benefit of Lender and its successors and assigns.

9. Upon Hemstreet's, or Borrower's, or Lender's written request from time to time, Lessor shall deliver to Hemstreet, Borrower, and Lender, or their respective designees, a written instrument, signed and acknowledged by Lessor, which shall set forth the information contained in paragraph 7 above on a current basis and any other information reasonably requested by Hemstreet or Borrower or Lender.

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10. Lessor, Borrower, and Hemstreet agree promptly to execute, acknowledge, deliver and cause this Agreement to be recorded in the appropriate public records.

11. Lessor's recourse against Lender shall be expressly limited to Lender's interest in the Ground Lease.

12. This Agreement, the covenants, terms and conditions hereof and the rights and obligations created hereby, shall run with the land and be binding upon and inure to the benefit of Lessor, Hemstreet, Borrower, and Lender, and their respective successors and assigns.

13. This Agreement may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which collectively and separately, shall constitute one and the same agreement. All signatures need not be on the same counterpart.

14. Except as expressly modified, amended and supplemented by this Agreement, all of the terms, covenants and conditions of the Ground Lease shall remain in full force and effect.

15. All notices required to be given by the terms of this Agreement shall be given in accordance with the Notice terms of the Ground Lease at the addresses set forth below, or addresses as later specified by the parties:

Lender: KeyCorp Real Estate Capital Markets, Inc., 700 Fifth Avenue, 52nd Floor, Seattle, Washington 98104, Attention: Mr. David E. Thatcher

Borrower: Shilo Inn, Washington Square, LLC, 11600 S.W. Barnes Road, Portland, Oregon 97225, Attention: Mark S. Hemstreet

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Hemstreet: Mark S. Hemstreet, 11600 S.W. Barnes Road, Portland, Oregon 97225

Lessor: West Coast Service Company, 10250 S.W. Greenburg Road, Suite 1028, Portland, Oregon 97223, Attention: Gerald V. Miller

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written

LESSOR: WEST COAST SERVICE COMPANY

By _____
Robert M. Schaefer, partner

By _____
Sally Jo Schaefer, partner

By _____
Clifford G. Potter, partner

By _____
Phyllis J. Potter, partner

By _____
Gerald V. Miller, partner

LENDER: KEYCORP REAL ESTATE CAPITAL MARKETS, INC.

By _____
David E. Thatcher
Senior Vice President

HEMSTREET: _____
Mark S. Hemstreet
individually

BORROWER: SHILO INN, WASHINGTON SQUARE, LLC
By: Washington Square Hotel Corp., its manager

by _____
John P. Kneeland
Vice President

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STATE OF Washington)
County of Clark) ss. December 11, 1996

Personally appeared the above named Robert M. Schaefer and acknowledged the foregoing instrument to be his voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

STATE OF Washington)
County of Clark) ss. December 11, 1996

Personally appeared the above named Sally Jo Schaefer and acknowledged the foregoing instrument to be her voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

STATE OF Washington)
County of Clark) ss. December 11, 1996

Personally appeared the above named Clifford G. Potter and acknowledged the foregoing instrument to be his voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

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STATE OF Washington)
) ss.
County of Clark)

December 11, 1996

Personally appeared the above named Phyllis J. Potter and acknowledged the foregoing instrument to be her voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

STATE OF Washington)
) ss.
County of Clark)

December 11, 1996

Personally appeared the above named Gerald V. Miller and acknowledged the foregoing instrument to be his voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

STATE OF OREGON)
) ss.
County of Washington)

Feb 24, 1997, ~~1996~~

Personally appeared the above named Mark S. Hemstreet and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Shirley Jean Stewart
Notary Public for Oregon
My commission expires: 9/5/97

OFFICIAL SEAL
SHIRLEY JEAN STEWART
NOTARY PUBLIC-OREGON
COMMISSION NO. [illegible]
MY COMMISSION EXPIRES SEPT. 5, 1997

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STATE OF ~~WASHINGTON~~ OREGON)
) ss.
County of ~~King~~ Washington) Feb. 10, 1997, ~~1996~~

Personally appeared the above named David E. Thatcher, as Senior Vice President of KeyCorp Real Estate Capital Markets, Inc., and acknowledged the foregoing to be the voluntary act and deed of such corporation.

Before me: [signature]
Notary Public for ~~Washington~~ OREGON
My commission expires: 9/5/97

OFFICIAL SEAL
BRIDLEY JEAN STEWART
NOTARY PUBLIC-OREGON
COMMISSION NO. 033876
MY COMMISSION EXPIRES SEPT 5, 1997

STATE OF OREGON)
) ss.
County of Washington) December 11, 1996

Personally appeared the above named John P. Kneeland, as Vice President of Washington Square Hotel Corp., the manager of Shilo Inn, Washington Square, LLC and acknowledged the foregoing to be the voluntary act and deed of such limited liability company.

Before me: Dorothy E. Vollmer
Notary Public for Oregon
My commission expires: 4/10/1998

OFFICIAL SEAL
DOROTHY E. VOLLMER
NOTARY PUBLIC-OREGON
COMMISSION NO 033874
MY COMMISSION EXPIRES APRIL 10 1998

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EXHIBIT A

TICOR TITLE INSURANCE Report No. W651396

LEGAL DESCRIPTION

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at the Southwest corner of the D.L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and running thence East along the South line of said Donation Land Claim 1,007.9 feet to an iron pipe; thence North 0 degrees 28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85 degrees 58' West 396.67 feet to a one inch iron shaft as reset as station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right with a radius of 686.2 feet and a long chord which bears North 38 degrees 16' 45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right of way of said County Road 2043, North 40 degrees 15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74 degrees 24' East 228.29 feet to a one inch channel iron; thence South 00 degrees 16' West 121.39 feet to a one inch iron pipe, the true point of beginning.

EXCEPTING THEREFROM that portion thereof dedicated for street purposes by instrument recorded January 3, 1985, as Recorder's Fee No. 85000189

Together with a non-exclusive easement for road and utility purposes over, under and across the following described portion of the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of that tract conveyed to Cary H. Cotton and wife by Deed Book 361, Page 583, which point bears South 88 degrees 10' West 643.8 feet and South 0 degrees 20' East 466.5 feet from the Southeast corner of Lot 5, ASHBROOK FARM; thence South 88 degrees 10' West 100 feet to the Southwest corner of said Cotton tract, thence North 0 degrees 20' West on the West line of said Cotton tract 200 feet; thence South 88 degrees 10' West on the South line of an easement described in Deed Book 435, Page 72, a distance of 100 feet to the West line of that tract conveyed to Conrad E. Anderson and wife, by Deed Book 254, Page 793, thence South 0 degrees 20' East along the West line of the Anderson tract a distance of 4.00 feet to a point which is 34.00 feet South of the center line of a connecting road known as Southwest Shady Lane, which point is also 15.00 feet North of the Northeast corner of that certain tract described in contract to Donald A. Forbes, et al, recorded in Book 1067, Page 109, Deed Records, and the true point of beginning of the parcel to be described; from said true point of beginning running West parallel to the center line of Southwest Shady Lane a distance of 15.00 feet; thence South 0 degrees 20' East, parallel to and 15.00 feet distant Westerly from the Westerly line of the aforementioned Anderson tract, a distance of 127 feet, more or less, to the Southwesterly line of the Burdick tract, thence South 73 degrees 17' 00" East along the Southwesterly line of the Burdick tract a distance of 15.50 feet, more or less, to the Southeast corner of the Burdick tract, which point is also on the Westerly line of the Anderson tract; thence North 0 degrees 20' West along the Westerly line of the Anderson tract, a distance of 151.25 feet to the true point of beginning

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Together with a non-exclusive easement for road and utility purposes over, under and across the following described portion of the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of that tract conveyed to Cary H. Cotton and wife by Deed Book 361, Page 583, which point bears South 88 degrees 10' West 643.8 feet and South 0 degrees 20' East 466.5 feet from the Southeast corner of Lot 5, ASHBROOK FARM; thence South 88 degrees 10' West 100 feet to the Southwest corner of said Cotton tract; thence North 0 degrees 20' West on the West line of said Cotton tract 200 feet; thence South 88 degrees 10' West on the South line of an easement described in Deed Book 433, Page 472, a distance of 100 feet to the West line of that tract conveyed to Conrad E. Anderson and wife, by Deed Book 254, Page 793; and the true point of beginning of the parcel to be described; from said true point of beginning running South 0 degrees 20' East on the West line of the Anderson tract, a distance of 155.25 feet; thence North 89 degrees 40' East, a distance of 15.00 feet; thence North 0 degrees 20' West a distance of 155.25 feet, more or less, to a point on the South line of that certain easement described in instrument recorded in Book 433, Page 472, Deed Records, thence South 88 degrees 10' West along the Southerly line of said easement a distance of 15.00 feet, more or less, to the point of beginning.

Together with an easement for drainage purposes over a strip of land 5.0 feet in width lying 5.0 feet Westerly and adjacent to the following described line:

Beginning at the Southwest corner of the D.L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and running thence East along the South line of said Donation Land Claim 1,007.9 feet to an iron pipe; thence North 0 degrees 28' East, 572.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by Deed as recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records; thence South 85 degrees 08' West, 525.9 feet to a point in County Road No. 179, which point is on the West line of said Wormsborg tract; thence North along said West line and in said County Road 187.1 feet to a point; thence North 40 degrees 00' East along the Northwesterly line of said Wormsborg tract and in said County Road 125.4 feet to a point; thence North 85 degrees 58' East, 447.5 feet to an iron pipe on the East line of said Wormsborg tract to the true point of beginning of the hereinbefore mentioned easement line; thence South 0 degrees 28' West along the East line of said Wormsborg tract 110 feet, more or less, to Fanno Creek and the end of said easement line.

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EXHIBIT B

LEASE

THIS LEASE, made and entered into this 5th day of January, 1984, by and between WEST COAST SERVICE COMPANY, a general partnership comprised of [illegible] H. SCHAEFER and SALLY JO SCHAEFER, husband and wife, CLIFFORD G. POTTER and PHYLLIS J. POTTER, husband and wife, and GERALD V. HILLER, a single man, whose address is Lincoln Center, Suite 205D, 10250 S.W. Greenburg Road, Portland, Oregon, 97223, as Lessor (hereinafter referred to as "Lessor") and WILLIAM F. BRENNER and LORENE BRENNER, husband and wife, whose address is 10005 S.W. Fifth, Beaverton, Oregon 97005, and CHI TSUNG PONG and WEN CHU PONG, husband and wife, whose address is 9603 19th S.E., Everett, WA 98201, as Lessee (hereinafter referred to as "Lessee").

WITNESSETH:

1. (a) Premises. Lessor hereby leases to Lessee and Lessee hereby leases of and from Lessor that certain real property situated in Washington County, Oregon, described as the "Leased Premises" on Exhibit "A" attached hereto and incorporated herein by this reference as though set forth at full length, (hereinafter referred to as the "premises"), for the term and at the rental and upon the covenants, conditions and stipulations hereinafter set forth. The Lessee accepts the real property and all of its exceptions including access in accordance with the title insurance report which is attached hereto as Exhibit "B" and incorporated herein by reference. It is further agreed that this lease is based upon the findings of the Tigard Planning Department which were outlined in the Staff Report dated November 28, 1983, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference. Lessee agrees to comply and pay for the requirements of City of Tigard, Oregon.

(b) Business Purposes. The premises shall be used solely for a motel complex.

2. Term. The term of this lease shall be for thirty (30) years and five (5) months commencing on February 1, 1984, with rent for the leased land to commence July 1, 1984.

3. Option to Renew.

(a) The Lessee shall have the option to renew this lease for an additional term of ten (10) years upon the same terms and conditions as herein provided, except the rental shall be increased by 5 percent from the prior rental year. At the expiration of each twelve (12) calendar months of the renewed lease term, the base rent shall increase by five percent (5%) of the previous year's rent. The notice of renewal of said lease must be given by Lessee to Lessor at least one hundred and eighty (180) days in advance of the end of the original term.

(b) If the Lessee elects to renew for a second ten (10) year additional term at the end of the original term, he may, at the end of the renewal period of ten (10) years, elect to renew said lease for an additional ten (10) years at the end of the first renewal period with the same terms and conditions as the first renewal period. The notice of renewal of said lease must be given by Lessee to Lessor at least one hundred and eighty (180) days in advance of the end of the renewal term. Rent shall increase five percent (5%) per year each year on a cumulative basis.

(c) In addition, Lessee shall continue to be responsible for the payment of taxes and assessments and all other items and conditions of this agreement on said property and for any sums required to be paid by Lessee under the sales tax laws of the State of Washington.

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4. Rental.

(a) Lessee shall pay to Lessor a base rent at the rate of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per month for the first full twelve (12) calendar months of the lease term. At the expiration of the first twelve (12) calendar months of the lease term and every year thereafter, the base rent shall increase by 5 percent of the previous year's rent.

(b) All rental payments shall be payable in lawful money of the United States at such place as Lessor may from time to time designate by notice in writing to Lessee.

(c) Except as provided in subparagraph (a) above, all rental payments shall be paid monthly, in advance, on or before the first day of each calendar month. Rental for any part of a month shall be pro-rated.

5. Construction of Building and Improvements. Lessee agrees that it will construct on the premises a modern motel, together with usual and necessary appurtenances (hereinafter referred to as the "improvements"). The building will be constructed so as to contain not less that eighty (80) motel units and the plans and specifications shall be subject to written approval of Lessor, which approval will not be unreasonably withheld. Lessee agrees to construct said improvements in accordance with the following conditions:

(a) Lessee shall pay all costs and expenses arising out of or in connection with the construction of said improvements, including payment of the debt obtained for construction financing. Lessee further agrees that it will make payments of all such costs and expenses promptly when due and without unjustified delay.

(b) Lessee shall immediately, upon execution of this lease, begin the preparation of plans and specifications for the improvements, and commence, construct and complete the same without undue interruption or delay. Lessee, however, shall not be in default hereunder by reason of any interruption or delay in the preparation of the plans and specifications or in the commencement, construction or completion of the improvements caused by Acts of God, acts of Lessor, strikes, boycotts or other matters beyond the control of, or not reasonably foreseeable by Lessee.

(c) Said improvements shall comply in all respects with the laws, ordinances and regulations of governmental bodies and agencies having jurisdiction over the manner and method of construction of said building.

(d) Lessee shall immediately upon commencing the physical work on said improvements notify Lessor that such work has been commenced.

(e) Lessee shall cause one (1) complete set of all plans, specifications and other basic engineering drawings and data used in the construction of the

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improvements to be made available to Lessor as such plans are prepared and made available for the use of Lessee. However, all such plans, specifications and other basic engineering drawings and data shall at all times be and remain the property of Lessee whether or not the improvements for which they are prepared are constructed, and cannot be used by Lessor for any other project or purpose or be made available by Lessor to any third party for any purpose whatsoever without the written consent of Lessee.

(f) Upon completion of construction, Lessee shall deliver to Lessor copies of all "as built" plans.

6. Compliance with Tigard Planning Department.

(a) It is understood that Lessee agrees to bear all costs and expenses involved in making the land and motel complex comply with the guidelines established in the Staff Report of the Tigard Planning Department attached hereto as Exhibit "C".

(b) It is also understood that Lessee acknowledges that at some time during the lease and/or renewal term that it may be necessary to dedicate a 10' right of way to the City of Tigard and Lessee agrees that said dedication will have no effect upon the terms and conditions of this lease.

7. Taxes.

(a) Lessee shall pay to Lessor, at least thirty (30) days prior to the last day when payment can be made without interest or penalty, all ad valorem real estate taxes levied upon and assessed against the premises (and the building and other improvements to be constructed thereon) which are due and payable during the term of this lease. Taxes assessed covering a fractional year at the commencement or termination of this lease shall be pro-rated between the parties provided that if any such taxes are assessed only for the portion of the year during which Lessee is entitled to possession of the premises, then Lessee shall pay all such taxes for such portion of the year. Lessor shall ensure that all bills which Lessor receives, if any, for ad valorem taxes which are to be paid by Lessee are sent or forwarded to Lessee within sufficient time to permit timely control thereof and/or remittance in the normal course of business.

(b) Special assessments applicable to the premises shall be paid by Lessee to Lessor at least thirty (30) days prior to the last day when payment can be made without interest or penalty, but only to the extent that such assessments become due and payable in full or in installments during the term of the lease. Those installments which were due and payable before the commencement of the original term of the lease or which are due and payable after the termination of the lease shall be the sole responsibility and expense of the Lessor. For purposes of this section (b), except for payments or installments already paid, payment in installments over the longest possible term shall be

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deemed to have been elected in any instance where a determinable option so to pay exists, or may exist, and Lessee shall bear the expense of only such installments which become due, payable and delinquent during the lease under the installment option. Lessor shall give to Lessee timely notice of, and any opportunity to participate in, all hearings and negotiations regarding special assessments affecting the demised premises. Special assessments due and payable during the calendar years in which this lease commences and terminates shall be pro-rated between the parties.

(c) Lessee shall have the right in its name or the name of Lessor if required to contest or review by administrative or legal proceedings all or any part of any tax or special assessment which Lessee is required to pay hereunder. Lessor shall cooperate in such reasonable ways as may be necessary to further any such procedure by Lessee.

(d) Lessee shall pay as the same become due and payable all personal property taxes, special assessments and other charges levied upon or assessed against the fixtures owned by Lessee and located on the premises and which are, or will become, a lien against the premises.

(e) Lessee shall pay as the same become due and payable all state income taxes on the rent payable under this lease.

8. Insurance.

(a) Lessee shall at all times during the term of this lease and any extension hereof, at Lessee's own expense, keep in effect and force fire and extended coverage fire insurance in an amount equal to 90 percent of replacement cost.

(b) Such insurance shall be procured from responsible insurance companies authorized to do business in the State of Oregon.

(1) In the event that loss results from damage which Lessee is obligated to repair, under the provisions of Article 9 hereof, the proceeds shall be used to pay the cost of such repairs.

(2) In the event that loss results from total or substantial destruction of the improvements, the Lessee shall rebuild said improvements under the provisions of Article 9 hereof, then such proceeds shall be used for such rebuilding, with any balance remaining being paid to Lessee.

(3) Lessee agrees to hold Lessor exempt and harmless from any damage or injury to any person, including death resulting therefrom and to any goods, wares, merchandise and other property, real or personal or any person whether on said premises or not, arising from the use of said premises, and Lessee shall, without altering or modifying the foregoing covenants, obtain, pay for and maintain throughout the term of this lease public liability insurance in a company satisfactory to Lessor, naming Lessor and Lessee therein as insureds and providing for comprehensive liability coverage

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against injury to any one person in an amount of not less that Two Million and 00/100 Dollars ($2,000,000.00), and Lessee shall deliver to Lessor copies of all policies or certificates of insurance companies providing said policies that lessee is required to keep in force under the provisions of Article 8. The amount of the coverage shall be increased every three (3) years using the Insurance Carrier's Appraisals and Recommendations. The provisions of this subparagraph (3) shall not apply to damage, injury or death resulting from the acts or negligence of Lessor.

9. Destruction. In the event that the improvements or any part thereof are destroyed by fire or other casualty at any time or times during the term of this lease, Lessee shall commence the work of repair or replacement with due diligence and carry the work of repair or replacement through to completion without undue interruption or delay, other than interruptions or delays beyond the control of Lessee. Lessee shall, in making such repairs or replacements, follow the original plans and specifications of said improvements to the extent practicable (subject to requirements of governmental agencies) unless new and different plans and specifications are mutually agreed upon by Lessee and Lessor. Lessee shall be entitled to receive the proceeds of the insurance hereinbefore required under Paragraph 6 hereof, to pay for the cost of such repairs or replacements.

10. Maintenance. Lessee shall keep the premises and improvements in good and sanitary order and repair, replacing all broken glass with glass of the same size and quality of that broken, and shall keep the premises, improvements and all things connected therewith, including adjacent sidewalks, in a clean and healthy condition and in good repair in accordance with the city ordinances or the City of Tigard, State of Oregon, and the direction of the public officers having jurisdiction over the premises, during the term of this lease, at its own expense. On the termination of this lease, in any way, Lessee will yield upon the premises to Lessor in good condition and repair, loss by fire or other casualty and ordinary wear and tear excepted, provided, however, Lessor may elect to require the Lessee to cause all improvements to be removed and all excavations caused by construction to be filled. The Lessor's election shall be made in writing. Lessor shall not, during the term of this lease, be required to make any repairs to the premises and improvements.

11. Utilities. Lessee shall pay all charges for steam, gas, electricity, lights, water, heat, power, sewer and other services used in and for the premises leased hereunder, and shall indemnify Lessor against any liability on such account.

12. Condemnation. If any part of the premises shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease as to the part so taken from the day possession of the part so taken is denied or constructively denied to Lessee. In the event of a partial taking of the premises which does not affect the value of the rental income from the building and/or improvements constructed by Lessee but affects only the land. Lessor shall be entitled to any sums that may be awarded as compensation for the part of the premises so taken. In the event that all of the premises are taken or so much of said premises are taken as to render the use of the remainder thereof impracticable or to affect the value of the rental income from the building and improvements constructed by Lessee, Lessee may, on or before the day Lessee is denied or constructively denied physical possession of the condemned property, elect in writing to cancel the lease agreement. In the event, however, Lessee chooses to remain in possession of the remaining portion of the premises after said date, the rents payable by Lessee to Lessor shall be equitably reduced. Except as hereinbefore provided with respect to the condemnation of a portion of the premises that does not affect the value of or the rental

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income from the building and improvements, the amount of the condemnation award attributable to the real property (but not the improvements) shall be payable to Lessor and the remainder of the award shall next be paid to Lessee.

13. Alterations. Lessee shall not, without the written consent of Lessor which shall not be unreasonably withheld, make any alterations or modifications that would substantially affect the architectural integrity of improvements or affect the utility of the improvements for the business purpose set out for which the premises herein are leased.

14. Assignment. Except as hereinabove provided, Lessee shall have no right to assign this lease or sublet all or any portion of the property without the prior written approval of Lessor.

15. Financing. It is hereby agreed that Lessee shall have the right to encumber only the motel and not the land for construction purposes provided that the term of any such encumbrances shall not extend beyond the term of this lease. The Lessee shall not encumber the land being leased in any way in its construction or operation under this lease.

16. Termination. All buildings and improvements and fixtures placed upon the leased premises by the Lessee shall be and remain the property of the Lessee so long as this lease shall remain in effect. Upon termination of this lease, by expiration of time, by agreement or for default of the Lessee, all such buildings and improvements and fixtures (except trade fixtures) shall become the property of the Lessor, its successors and assigns, together with all rights of the Lessee, its successors and assigns, and occupants of the premises at that time. To make this provision self-executing, Lessee covenants and agrees that upon termination of this lease, title to all the improvements and fixtures (except trade fixtures) shall pass to Lessor, its successors and assigns forthwith and without the necessity of any further conveyance or assignment.

17. Default. Each of the following shall be deemed a default by Lessee and a breach of this lease:

(a) A default in the payment of rent herein reserved, or any part thereof, for a period of ten (10) days.

(b) A default in the performance of any other covenant or condition of this lease on the part of Lessee to be performed, for a period of thirty (30) days after service of notice by Lessor on Lessee.

In the event of a default by Lessee as specified in subparagraph 15(a) hereof, and after the expiration of ten (10) days from the date of receipt of written notice by Lessor to Lessee during which time Lessee shall have the right to cure such default, Lessor may serve a written notice upon Lessee that Lessor elects to terminate this lease, and this lease shall then expire on the date specified in such notice as if that date had been originally fixed as the expiration date of the term herein demised. In the event of default of Lessee as specified in subparagraph 15(b) hereof, and at any time thereafter until such time as such default is cured, Lessor may serve a written notice upon Lessee that Lessor elects to terminate this lease upon a specified date not less than thirty (30) days after the date of service of such notice, and in the event that such default is not cured prior thereto (or in such additional period of time as may be required in the case of a curable default not susceptible to cure within thirty [30] days, provided Lessee undertakes to cure the same within the thirty [30] days and thereafter

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diligently prosecutes the same to completion), this lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term herein demised.

(c) Notwithstanding any termination of this lease, the Lessee shall continue to be liable to Lessor for the damages caused by the breach of the lease.

18. Remedies.

(a) In the event of any termination of this lease by reason of any default or breach of Lessee as provided herein, Lessor shall be entitled to recover from Lessee and Lessee shall pay to Lessor as liquidated damages for such breach the following:

(1) An amount equal to all expenses, if any, including reasonable attorneys' fees, incurred by Lessor in recovering possession of the demised premises, and all reasonable costs and charges for the care of said premises while vacant, which shall be due and payable by the Lessee to Lessor at such time or times as such expenses are incurred by Lessor; and

(2) An amount equal to the amount of rent reserved under the lease, less the net rent collected by Lessor on reletting the premises, which shall be due and payable by Lessee to Lessor in the several days in which the rent reserved in this lease would have become due and payable.

(b) In the event of a default by Lessee in the payment of rent or otherwise, Lessor may elect to continue this lease and pursue an action against Lessee to collect such unpaid rent or to otherwise remedy any such default by Lessee.

(c) All remedies, rights and options accorded herein or otherwise available to the Lessor shall be cumulative, and no one such remedy, right or option shall be exclusive of any other, and the pursuit of any such remedy, right or option shall not be deemed to waive any other or different remedy or relief to which Lessor might otherwise be entitled either at law or in equity.

19. Successors. This lease and each and all of its terms and provisions shall be binding upon and inure to Lessor and Lessee and each of them, their successors and assigns.

20. Notices. Any notice to be given by Lessee shall be personally delivered to Lessor, or may be made by certified mail, return receipt requested, at Lincoln Center, Suite 205B, 10350 S.W. Greenburg Road, Portland, Oregon, 97223, or at such address as Lessor shall hereafter designate in writing to the Lessee and any notice to be given by the Lessor shall be personally delivered to Lessee or may be made by certified mail, return receipt requested, to the Lessee at 10895 S.W. Fifth Beaverton, Oregon, 97005, or at such other address as Lessee shall designate in writing to the Lessor. Lessee shall promptly notify the Lessor within five (5) days of its receipt of any notice received from the holder of any security interest herein that specifies any default believed to exist by the said holder of any encumbrance on the building that specifies any default believed to exist by the encumbrance holder and/or its successors and assigns and such notice shall be given as provided herein for other notices.

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21. Waiver. The waiver by Lessor of any breach by the Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

22. Short Form Lease. The parties hereto mutually agree that at the time of the execution of this lease they will also execute and acknowledge a short form lease which shall be recorded prior to the date that a loan for the purpose of financing the construction of the improvements hereunder or any other purpose is placed of record.

23. Entire Undertaking. This lease contains the entire understanding of the parties hereto, and they acknowledge that there is no other written or oral understanding or promise between the parties in respect to the premises, and that no representations except those that may be contained herein have been made.

24. Paragraph Headings. The paragraph headings in this lease are inserted for convenience and are not intended to indicate completely or accurately the contents of the paragraphs they introduce.

25. Attorneys' Fees. In the event it is necessary for either party to employ an attorney to enforce the terms of this lease, or to file an action to enforce any terms, conditions or rights under the lease, or to defend any action, then the prevailing party in any such action shall be entitled to recover from the other all reasonable attorneys' fees, costs and expenses as may be fixed by the court, and such attorneys' fees, costs and expenses may be made a part of any award or judgment entered.

26. Quiet Possession. Lessor warrants that Lessee will enjoy peaceful and quiet possession of the premises.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSOR:

WEST COAST SERVICE COMPANY

Robert M. Schaefer

Sally Jo Schaefer

Clifford G. Potter

Phyllis J. Potter

Gerald V. Miller

LESSEE:

William F. Brenner

Lorene Brenner

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STATE OF WASHINGTON)
: ss.
County of Clark)

On this day personally appeared before me ROBERT M. SCHAEFER and SALLY JO SCHAEFER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of January, 1984.

Notary Public in and for the State of Washington, residing at

STATE OF WASHINGTON)
: ss.
County of Clark)

On this day personally appeared before me CLIFFORD G. POTTER and PHYLLIS J. POTTER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of January, 1984.

Notary Public in and for the State of Washington, residing at

STATE OF WASHINGTON)
: ss.
County of Clark)

On this day personally appeared before me GERALD V. MILLER, a single man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of January, 1984.

Notary Public in and for the State of Washington, residing at

STATE OF ~~WASHINGTON~~ OREGON)
: ss.
County of ~~Clark~~ Washington)

On this day personally appeared before me WILLIAM F. BRENNER and LORENE BRENNER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and

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acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of January, 1984.

Notary Public in and for the State of ~~Washington~~ Oregon, residing at

My commission expires: 2/13/86

STATE OF WASHINGTON)
: ss.
County of Clark)

On this day personally appeared before me [illegible], to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that [illegible] signed the same as [illegible] free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of ~~January~~ February, 1984.

Notary Public in and for the State of Washington, residing at [illegible]

STATE OF WASHINGTON)
: ss.
County of Clark)

On this day personally appeared before me [illegible], to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that [illegible] signed the same as [illegible] free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of ~~January~~ February, 1984.

Notary Public in and for the State of Washington, residing at [illegible]

BLAIR, SCHAEFER, HUTCHISON, WYNNE, POTTER & HORTON
Attorneys at Law
1014 Franklin Street
Post Office Box 1148
Vancouver, Washington 98666-1148

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STATE OF WASHINGTON

County of King

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this ____ day of February, 1984, personally appeared before me CHI TSUNG PONG and WEN CHU PONG, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington, residing at Bellevue

26

EXHIBIT B PAGE 011

Order No.: 1-600836-W

EXHIBIT A

A tract of land in the Northwest one-quarter of Section 15, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74°24' East 228.29 feet to a 1-inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.

EASEMENT NO. 1

TOGETHER WITH a non-exclusive easement for road and utility purposes as set forth in easement agreement recorded June 28, 1977 in Book 1178, page 69, Washington County Deed Records.

EASEMENT NO. 2

TOGETHER WITH an easement for road and utility purposes as set forth in easement agreement recorded July 20, 1979 with Fee No. 79028579.

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Tigard/Washington Square

EXHIBIT B

84044772

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated this 31st day of January, 1984, is by and between Gerald V. Miller, Clifford G. Potter and Phyllis J. Potter, and Robert M. Schaefer and Sally Jo Schaefer (hereinafter called the LESSOR), whose address is 10250 S. W. Greenburg Road, Suite 2058, Portland, Oregon 97223 and William F. Brenner and Lorene Brenner and Chi Tsung Pong and Wen Chu Pong (hereinafter called the LESSEE), whose principal place of business is located at 9602 19th S.E., Everett, WA 98204

LESSOR does hereby lease to LESSEE that certain premises with improvements and appurtenant easements, if any, situated in the City of Tigard, described in EXHIBIT A attached hereto and made a part hereof.

TO HAVE AND TO HOLD for a term commencing as of February 1, 1984, and ending thirty (30) years from February 1, 1984.

Further LESSOR does hereby grant to LESSEE, the right of option to extend the term of this Lease upon the expiration of the original term for successive periods aggregating twenty (20) years.

The rentals to be paid by LESSEE and all of the obligations and rights of LESSOR and LESSEE in respect to the above described rental for the original term and the extension thereof are set forth in a certain lease dated January 31st, 1984 executed by the parties hereto. This instrument is merely a memorandum of the aforesaid Lease and is subject to all of the terms, conditions and provisions thereof. In the event of any inconsistency between the terms of said Lease and this instrument, the terms of said Lease shall prevail as between the parties hereto. This memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, and executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this memorandum as of the day and year first above written.

LESSOR:	LESSEE:
Gerald V. Miller	William F. Brenner
Clifford G. Potter	Lorene Brenner
Phyllis J. Potter	Chi Tsung Pong
Robert M. Schaefer	Wen Chu Pong
Sally Jo Schaefer	

STATE OF WASHINGTON
County of Clark

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 6th day of January, 1984, personally appeared before me ROBERT M. SCHAEFER, SALLY JO SCHAEFER, H & W, CLIFFORD G. POTTER and PHYLLIS J. POTTER, H & W, and GERALD V. MILLER to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

STATE OF ~~WASHINGTON~~ OREGON
County of ~~CLARK~~ Washington

Notary Public in and for the state of Washington, residing at Washington Oregon

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 31st day of January, personally appeared before me WILLIAM F. BRENNER and LORENE BRENNER, H & W, and
to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

EXHIBIT B PAGE 013

Given under my hand and official seal the day and year last above written.

28

Return to

Notary Public in and for the state of

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Order No.: 1-600826-U

EXHIBIT A

A tract of land in the Northwest one-quarter of Section 3., Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 043.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormshorg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74°24' East 228.29 feet to a 1-inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.

EASEMENT NO. 1

TOGETHER WITH a non-exclusive easement for road and utility purposes as set forth in easement agreement recorded June 28, 1977 in Book 1178, page 69, Washington County Deed Records.

EASEMENT NO. 2

TOGETHER WITH an easement for road and utility purposes as set forth in easement agreement recorded July 20, 1979 with Fee No. 79028579.

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STATE OF WASHINGTON

County of [illegible]

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 17th day of February, 1984, personally appeared before me CHI TSUNG PONG and I N CHU PONG, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

[illegible]
Notary Public in and for the State of Washington, residing at [illegible]

STATE OF OREGON
County of Washington } ss

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Chief Deputy Clerk

13.00/A

B 30

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EXHIBIT B PAGE 0 15

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84044774
Shilo Inn
Tigard/Washington Square

ASSIGNMENT OF LEASE

ASSIGNORS: WILLIAM F. BRENNER and LORENE BRENNER

ASSIGNEE: MARK S. HEMSTREET

DATE: 10/11/84

1. Assignors, as defined above, hereby assign all their right, title and interest in and to the lessee's interest of that certain Ground Lease dated January 31, 1984, between WEST COAST SERVICE COMPANY, a general partnership, and WILLIAM F. BRENNER and LORENE BRENNER, and CHI TSUNG PONG and WEN CHU PONG, lessees, concerning the property as described in Exhibit A, attached hereto and incorporated herein.

2. Assignors warrant that the leasehold interest being assigned herein is free and clear of liens and encumbrances. Assignors warrant that the Ground Lease, as of the date of this Assignment is not in default and this Assignment shall not constitute default under such lease.

3. Assignee, as identified above, by acceptance of this Assignment, hereby agrees to assume and by these presents does assume, all of the rights and liabilities of the lessee under the Ground Lease described above.

The true and actual consideration expressed in terms of dollars for this assignment is $ 25[illegible].

ASSIGNORS:

William F. Brenner

Lorene Brenner

ASSIGNEE:

Mark S. Hemstreet

ASSIGNMENT OF LEASE - Page 1. 31 Return to TA/orbanco - EH

1 - 3

EXHIBIT B - PAGE 1 OF 1

10/26/2006 13:21 IFAX Escrow@ticortitle.com → Tonya Sawyer 052/073

STATE OF OREGON)
) ss.
County of Washington)

Personally appeared before me this 19th day of October, 1984, the above named Mark S. Hamstreet and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires 8/17/86

STATE OF OREGON)
) ss.
County of Washington)

Personally appeared before me this 19th day of October, 1984, the above named William F. Brenner and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires 8/17/86

STATE OF OREGON)
) ss.
County of Washington)

Personally appeared before me this 19th day of October, 1984, the above named Loreno Brenner and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for Oregon
My Commission Expires 8/17/86

10/26/2006 13:21 IFAX Escrow@ticortitle.com → Tonya Sawyer 053/013

Order No.: 1-608826-W

EXHIBIT A

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°15' East 225.02 feet to a 3/4 inch iron pipe; thence South 74°24' East 228.29 feet to a 1-inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.

EASEMENT NO. 1

TOGETHER WITH a non-exclusive easement for road and utility purposes as set forth in easement agreement recorded June 28, 1977 in Book 1178, page 69, Washington County Deed Records.

EASEMENT NO. 2

TOGETHER WITH an easement for road and utility purposes as set forth in easement agreement recorded July 20, 1979 with Fee No. 79028579.

STATE OF OREGON
County of Washington } ss

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in Book of records of said county

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Clerk Deputy Clerk

33

1300/TA

EXHIBIT B PAGE 0 1 F

1996 NOV 15 PM 2:14

10/26/2006 13:22 IFAX EscrowOfficeTitle.com → Tonya Sawyer 054/013

84044776

ASSIGNMENT OF LEASE

ASSIGNORS: CHI TSUNG PONG and WEN CHU PONG

ASSIGNEE: MARK S. HEMSTREET

DATE: 10/19/84

1. Assignors, as defined above, hereby assign all their right, title and interest in and to the lessee's interest of that certain Ground Lease dated January 31, 1984, between WEST COAST SERVICE COMPANY, a general partnership, lessor; and WILLIAM F. BRENNER and LORENE BRENNER, and CHI TSUNG PONG and WEN CHU PONG, lessees, concerning the property as described in Exhibit A, attached hereto and incorporated herein.

2. Assignors warrant that the leasehold interest being assigned herein is free and clear of liens and encumbrances arising by or through Assignor. Assignors warrant that the Ground Lease, as of the date of this Assignment is not in default and this Assignment shall not constitute default under such lease.

3. Assignee, as identified above, by acceptance of this Assignment, hereby agrees to assume and by these presents does assume, all of the rights and liabilities of the lessee under the Ground Lease described above.

The true and actual consideration expressed in terms of dollars for this assignment is $ [illegible].

ASSIGNORS:

Chi Tsung Pong

Chi Tsung Pong

Wen Chu Pong

Wen Chu Pong

ASSIGNEE:

Mark S. Hemstreet

Mark S. Hemstreet

EXHIBIT B PAGE 0 of 9

Return to T/A Gilmore & Harden

ASSIGNMENT OF LEASE - Page 1.

34

1-3

10/26/2006 13:22 IFAX Escrow@ticortitle.com → Tonya Sawyer 055/073

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared before me this 14th day of October, 1984, the above named Mark S. Hanstreet and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires 8/7/85

STATE OF WASHINGTON)
) ss.
County of Pierce)

Personally appeared before me this 19 day of October, 1984, the above named Chi Tsung Pong and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Washington
My Commission Expires Jan 1 1985

STATE OF WASHINGTON)
) ss.
County of Pierce)

Personally appeared before me this 19 day of October, 1984, the above named Wen Chu Pong and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for Washington
My Commission Expires Jan 1 1985

10/26/2006 13:22 IFAX Escrow@Ticortitle.com → Tonya Sawyer 056/013

Order No.: 1-608826-W

EXHIBIT A

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74°24' East 228.29 feet to a 1-inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.

EASEMENT NO. 1

TOGETHER WITH a non-exclusive easement for road and utility purposes as set forth in easement agreement recorded June 28, 1977 in Book 1178, page 69, Washington County Deed Records.

EASEMENT NO. 2

TOGETHER WITH an easement for road and utility purposes as set forth in easement agreement recorded July 20, 1979 with Fee No. 79028579.

STATE OF OREGON
County of Washington } ss

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Chief Deputy Clerk

3 36 13.00/TA EXHIBIT B PAGE 02

1984 NOV 15 PM 2:14

10/26/2006 13:22 IFAX Escrow@TicorTitle.com → Tonya Sawyer 057/073

84044775

ASSIGNMENT OF LEASE

ASSIGNORS: PROPERTY MANAGEMENT SERVICES, INC. and PAUL C. CHRISTIANSEN

ASSIGNEE: MARK S. HEMSTREET

DATE: October 24, 1984

1. Assignors, as defined above, hereby assign all their right, title and interest in and to the lessee's interest of that certain Ground Lease dated January 31, 1984, between WEST COAST SERVICE COMPANY, a general partnership, and WILLIAM F. BRENNER and LORENE BRENNER, and CHI TSUNG PONG and WEN CHU PONG, lessees, concerning the property as described in Exhibit A, attached hereto and incorporated herein.

2. Assignors warrant that the leasehold interest being assigned herein is free and clear of liens and encumbrances arising by or through Assignor. Assignors warrant that the Ground Lease, as of the date of this Assignment is not in default and this Assignment shall not constitute default under such lease.

3. Assignee, as identified above, by acceptance of this Assignment, hereby agrees to assume and by these presents does assume, all of the rights and liabilities of the lessee under the Ground Lease described above.

The true and actual consideration expressed in terms of dollars for this assignment is $400,000.

ASSIGNORS:

Property Management Services, Inc.

By: [signature]
Its: President

[signature]
Paul C. Christiansen, Individually

ASSIGNEES:

[signature]
Mark S. Hemstreet

37

EXHIBIT B PAGE 022

10/26/2006 13:22 IFAX Escrow@ticorlitle.com → Tonya Sawyer 058/013

Order No.: 1-608826-W

EXHIBIT A

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74°24' East 228.29 feet to a 1-inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.

EASEMENT NO. 1

TOGETHER WITH a non-exclusive easement for road and utility purposes as set forth in easement agreement recorded June 28, 1977 in Book 1178, page 69, Washington County Deed Records.

EASEMENT NO. 2

TOGETHER WITH an easement for road and utility purposes as set forth in easement agreement recorded July 20, 1979 with Fee No. 79028579.

STATE OF OREGON
County of Washington } ss

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Chief Deputy Clerk

38
3

1300/1A

EXHIBIT B PAGE 0 2

10/26/2006 13:22 IFAX Escrow@ticortitle.com → Tonya Sawyer 059/073

LESSOR'S CONSENT AND AGREEMENT
TO ASSIGNMENT OF LEASE AND
MORTGAGE OF LEASEHOLD INTEREST

WEST COAST: West Coast Service Company, a general partnership comprised of Robert M. Schaefer and Sally Jo Schaefer, husband and wife, Clifford G. Potter and Phyllis J. Potter, husband and wife, and Gerald V. Miller, a single man.

HEMSTREET: Mark S. Hemstreet

BANK: United States National Bank of Oregon

RECITALS

A. West Coast is the Lessor of that certain Lease (hereinafter referred to as the Ground Lease) dated January 31, 1984 by and between West Coast as Lessor and William F. Brenner and Lorena Brenner (hereinafter referred to as "Brenner"), husband and wife, and Chi Fawng Pong and Wen Chu Pong, husband and wife, as Lessees. The legal description of the property is attached as Exhibit "A".

B. Brenner is nearing completion of construction of an eighty (80) unit motel on the property.

C. Hemstreet desires to purchase the motel and acquire the Lessee's interest in the Ground Lease and in connection therewith needs the consent of West Coast to such assignment. Hemstreet also desires the consent of West Coast to the use by Hemstreet of the Lessee's interest in the Ground Lease as collateral.

10/26/2006 13:22 IFAX Escrow@ticortitle.com → Tonya Sawyer 080/013

THE PARTIES AGREE AS FOLLOWS:

1. West Coast hereby consents to the assignment of the Lessee's interest in the Ground Lease to Hemstreet. Hemstreet agrees to assume, and by these presents does assume, liability for the obligations of the Lessee under the Ground Lease.

2. West Coast accepts and approves plans for the construction and actual construction of the motel upon the property.

3. West Coast confirms that as of the date hereof, the Ground Lease is not in default and the rent under such lease is paid current through and including the month of October, 1984.

4. West Coast hereby consents to the assignment by Hemstreet of all of Hemstreet's right, title and interest in and to the Ground Lease to Bank as partial security for a loan or loans made or to be made to Hemstreet.

4.1 In the event of any default in the payment of rent under the Ground Lease, West Coast hereby agrees not to terminate the Ground Lease or take any action to evict Hemstreet or any other person, or to enforce any claim with respect thereto without giving Bank at least thirty (30) days prior written notice thereof, and the right to cure such default within such thirty (30) day period.

4.2 In the event of default by Hemstreet of any other term of the Ground Lease which is curable or preventable by Bank, the Bank shall have sixty (60) days after receipt of notice within which to (a) prevent or cure the default set forth in the notice, if preventable or curable within such period, or (b) commence and thereafter continue with diligence to prevent or cure said default, if not preventable or curable within such period. So long as the Bank

10/26/2006 13:22 IFAX Escrow@ticorititle.com → Tonya Sawyer 061/013

causes the Ground Lease covenants to be performed, West Coast shall not terminate the Ground Lease or accelerate payments due under the Ground Lease.

4.3 West Coast agrees not to exercise any right it may have to terminate the Ground Lease or accelerate payment due under the Ground Lease by reason of bankruptcy or insolvency of Hemstreet, or by reason of any private or judicial sale of the leasehold interest by the Bank, or for any other reason which cannot be cured by the Bank so long as the Bank causes all curable covenants of the Ground Lease to be kept, including all payments required to be made by Hemstreet.

4.4 In the event of default by Hemstreet or Hemstreet's assigns under the Ground Lease or under any note or agreement with Bank, Bank may, so long as it cures any default on the Ground Lease, exercise such rights as Bank may have against Hemstreet, including the right to take possession of the premises, foreclose Hemstreet's interest in the Ground Lease and premises as permitted by law, and reassign, sell, and/or sublet Hemstreet's interest in the Ground Lease and/or the premises subject to written approval of West Coast, which approval shall not be unreasonably withheld.

5.0 Neither this agreement, the Assignment of the Ground Lease as Security (being executed concurrently between Bank and Hemstreet), nor any action taken under either agreement shall be construed as giving rise to any duty, responsibility or liability on the part of Bank to West Coast.

10/26/2006 13:22 IFAX Escrow@ticortitle.com → Tonya Sawyer 062/013

6.0 Provided that Hemstreet is personally liable on such obligation, the consent granted to use the Ground Lease as security, and West Coast's agreement to give the lender sixty (60) days' notice to cure a default, shall likewise apply to any refinance or loan obtained by Hemstreet from any other bank, savings and loan, financial institution or individual; provided always, however, that West Coast shall not be obligated to give notice to any person claiming a security interest in the Lessee's interest in the Ground Lease unless and until West Coast has been provided written notice of such person's interest.

7.0 Nothing in this agreement shall be construed to allow Hemstreet to further assign his Lessee's interest in the Ground Lease (except as collateral) without the written consent of West Coast. Nothing in this agreement shall be construed to create any personal liability on the part of West Coast, or any of its partners, for any loans obtained by Hemstreet, or any other persons, secured by the Ground Lease. Nothing in this agreement shall be construed as a subordination, or an agreement to subordinate by West Coast of its right, title and interest in the property.

IN WITNESS WHEREOF, the parties have executed this agreement.

DATED this 13th day of ~~October~~ November, 1984.

Mark S. Hemstreet

STATE OF OREGON)
) ss.
County of Washington)

Personally appeared before me this 13 day of November, 1984, the above named Mark S. Hemstreet and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires: 2/2/86

42

10/26/2006 13:22 IFAX Escrow@ticortitle.com → Tonya Sawyer 083/013

UNITED STATES NATIONAL BANK
OF OREGON

By: _____
Its: _____

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared before me this 14th day of ~~October~~, Nov. 1984, as _____ of United States National Bank of Oregon, being first duly sworn, did say that said instrument was signed on behalf of said corporation by authority of its board of directors and they acknowledged said instrument to be its voluntary act and deed.

_____
Notary Public for Oregon
My Commission Expires: 7/12/85

WEST COAST SERVICE COMPANY

By: _____
Robert M. Schaefer

STATE OF ~~OREGON~~ Washington)
) ss.
County of Clark)

Personally appeared before me this 8th day of ~~October~~ November, 1984, the above named Robert M. Schaefer and acknowledged the foregoing instrument to be his voluntary act and deed.

_____
Notary Public for Oregon
My Commission Expires: 11-29-86

EXHIBIT II PAGE 0 28

43

10/26/2006 13:22 IFAX EscrowOfficeTitle.com → Tonya Sawyer 064/073

By: Sally Jo Schaefer
Sally Jo Schaefer

STATE OF ~~OREGON~~ Washington)
) ss.
County of Clark)

Personally appeared before me this 8th day of October, 1984, the above named Sally Jo Schaefer and acknowledged the foregoing instrument to be her voluntary act and deed.

Katherine J. Klett
Notary Public for Oregon
My Commission Expires: 11-30-86

By: Clifford G. Potter
Clifford G. Potter

STATE OF ~~OREGON~~ Washington)
) ss.
County of Clark)

Personally appeared before me this 8th day of ~~October~~ November, 1984, the above named Clifford G. Potter and acknowledged the foregoing instrument to be his voluntary act and deed.

Katherine J. Klett
Notary Public for Oregon
My Commission Expires: 11-30-86

EXHIBIT B PAGE 029

44

10/26/2006 13:22 IFAX Escrow@ticortitle.com → Tonya Sawyer 065/013

By: Phyllis J. Potter
Phyllis J. Potter

STATE OF ~~OREGON~~ Washington)
) ss.
County of Clark)

Personally appeared before me this 6th day of ~~October~~ November, 1984, the above named Phyllis J. Potter and acknowledged the foregoing instrument to be her voluntary act and deed.

Katherine J. Holt
Notary Public for Oregon
My Commission Expires: 11-29-86

By: Gerald V. Miller
Gerald V. Miller

STATE OF ~~OREGON~~ Washington)
)
County of Clark) ss.

Personally appeared before me this 6th day of ~~October~~ November, 1984, the above named Gerald V. Miller and acknowledged the foregoing instrument to be his voluntary act and deed.

Katherine J. Holt
Notary Public for Oregon
My Commission Expires: 11-29-86

EXHIBIT B PAGE 0 0 0

45 PAGE 7 - LESSOR'S CONSENT AND AGREEMENT TO ASSIGNMENT OF LEASE AND MORTGAGE OF LEASEHOLD INTEREST

10/26/2006 13:22 IFAX EscrowOfficeTitle.com → Tonya Sawyer 056/013

Order No.: 1-608826-W

EXHIBIT A

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft, as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74°24' East 228.29 feet to a 1-inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.

EASEMENT NO. 1

TOGETHER WITH a non-exclusive easement for road and utility purposes as set forth in easement agreement recorded June 28, 1977 in Book 1178, page 69, Washington County Deed Records.

EASEMENT NO. 2

TOGETHER WITH an easement for road and utility purposes as set forth in easement agreement recorded July 20, 1979 with Fee No. 79028579.

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MAR 19 1997

STATE OF OREGON
County of Washington } ss

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in Book of records of said county

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97024361.2
Rect: 182717 246.00
03/19/1997 04:21:18pm

1-46

10/26/2006 13:22 IFAX EscrowOticorTitle.com → Tonya Sawyer 068/013

return to Yvonne

W65096

TICOR TITLE INSURANCE CO.
1620 S.W. SALMON ST.
PORTLAND, OR 97205-1787

Recorded By TICOR TITLE

FIRST AMENDMENT TO

LANDLORD'S CONSENT & ESTOPPEL AGREEMENT

The parties to this Amendment agreement (the "Amendment") dated December 12, 1996 are as listed next.

LESSOR: West Coast Service Company, a general partnership

LENDER: KeyCorp Real Estate Capital Markets, Inc

HEMSTREET: Mark S. Hemstreet

BORROWER: Shilo Inn, Washington Square, LLC, an Oregon Limited Liability Company

RECITALS:

A. The parties previously entered into an agreement dated December 11, 1996, captioned "LANDLORD'S CONSENT & ESTOPPEL AGREEMENT, LESSEE'S EXERCISE OF OPTION TO EXTEND LEASE, CONSENT TO ASSIGNMENT OF LESSEE'S INTEREST IN LEASE," (the "Consent Agreement") in connection with the refinance with Lender of the real property (as more specifically identified in the Consent Agreement) leased by Lessor to Hemstreet. # 97024343

B. The last sentence of paragraph 6.4 of the Consent Agreement provides as follows: "In the event Borrower, or a trustee in bankruptcy for Borrower, rejects the lease in bankruptcy, Lessor agrees to give Lender a new lease on the same terms and conditions, for the then remainder of the lease term, provided that Lender shall cure, or cause to be cured all monetary defaults, and all other defaults then reasonably capable of being cured."

C. Section 10 of the Ground Lease provides, in part, as follows: "On termination of this lease, in any way, Lessee will yield upon the premises to Lessor in good condition and repair, loss by fire or other casualty and ordinary wear and tear excepted, provided, however, Lessor may elect to require the Lessee to cause all improvements to be removed and all excavations caused by construction to be filled."

D. Lender desires to have a clarification of paragraph 6.4 of the Consent Agreement to make clear that the language from Section 10 of the Ground Lease quoted in Recital C, above, would not be applicable to a lease termination and the granting of a new lease caused by the circumstances covered by the language quoted in Recital B, above.

10/26/2006 13:22 IFAX EscrowTicorTitle.com → Tonya Sawyer 069/013

THE PARTIES AGREE AS FOLLOWS:

The following provisions shall be added to and become a part of paragraph 6.4 of the Consent Agreement:

"Notwithstanding anything in Section 10 of the Ground Lease to the contrary, in the event the Ground Lease shall terminate, and the Lender shall enter into a New Lease with Lessor as provided under this Agreement, such a lease termination shall not afford Lessor the option to require Borrower, or Lender, or any other person then holding the Lessee's Leasehold interest under the Ground Lease to remove the improvements, or to fill all excavations caused by the construction, at the time the original lease is terminated and the New Lease is granted. However, nothing herein shall be construed to limit the right of Lessor to require, at the time the New Lease expires by its terms, that the improvements be removed and all excavations caused by the construction to be filled as provided in Section 10 of the Ground Lease."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSOR: WEST COAST SERVICE COMPANY

By _____
Robert W. Schaefer, partner

By _____
Sally J. Schaefer, partner

By _____
Clifford G. Potter, partner

By _____
Phyllis J. Potter, partner

By _____
Gerald V. Miller, partner

LENDER: KEYCORP REAL ESTATE CAPITAL MARKETS, INC.

By _____
David E. Thatcher
Senior Vice President

HEMSTREET: _____
Mark S. Hemstreet
individually

BORROWER: SHILO INN, WASHINGTON SQUARE, LLC
By: Washington Square Hotel Corp.

By _____
John P. Kneeland
Vice President

10/26/2006 13:23 IFAX EscrowOfficeTitle.com → Tonya Sawyer 010/013

STATE OF OREGON

County of Washington } ss

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97024342
Rect: 182717 38.00
03/19/1997 04:21:18pm

1-6

10/26/2006 13:23 IFAX Escrow@ticortitle.com → Tonya Sawyer 071/073

STATE OF OREGON
County of Washington } BS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 97064845
Rect: 190226 182.00
07/15/1997 01:45:56pm

QUIT CLAIM DEED

This Space Rese

GRANTOR: ESTATE OF CLIFFORD G. POTTER, (aka C.O. Potter), Deceased, and PHYLLIS J. POTTER

GRANTEE: ROBERT M. SCHAEFER and SALLY J. SCHAEFER, husband and wife, and GERALD V. MILLER, dba West Coast Service Company, a Partnership

Send all tax statements to:
NO CHANGE

After recording return to:
HUGH J. POTTER, ESQ.
P.O. Box 1148
Vancouver, WA 98666-1148

QUIT CLAIM DEED

THE GRANTORS, ESTATE OF CLIFFORD G. POTTER, (aka C.O. Potter), Deceased, and PHYLLIS J. POTTER, for valuable and sufficient consideration, convey and quit claim to ROBERT M. SCHAEFER and SALLY J. SCHAEFER, husband and wife, and GERALD V. MILLER, dba West Coast Service Company, a Partnership, the real estate situated in Washington County, State of Oregon, together with all after-acquired title of the Grantor therein, more particularly described in Exhibit A attached hereto and made a part hereof.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.0930.

The true consideration for this conveyance is $143,333.00. This deed is executed and delivered in fulfillment of the Buy/Sell Agreement between the partners of West Coast Service Company as a result of the death of Grantor Clifford G. Potter, who was one of the Partners of West Coast Service Company. The Grantees are the remaining Partners of West Coast Service Company.

DATED this 20th day of June, 1997.

GRANTORS:

Hugh J. Potter, P.R.
Hugh J. Potter as Personal Representative of the Estate of Clifford G. Potter

Phyllis J. Potter

DONISE A. COOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 16, 2000

State of Washington, County of Clark

The foregoing instrument was acknowledged before me this 20th day of June, 1997 by Hugh J. Potter as Personal Representative of the Estate of Clifford G. Potter, and Phyllis J. Potter.

Donise A. Coomans
Notary Public for Washington
My Commission Expires: 6/15/2000

1-2

10/26/2006 13:23 IFAX Escrow@ticortitle.com → Tonya Sawyer 012/013

Order No.: 1-608826-W

EXHIBIT A

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

BEGINNING at the Southwest corner of the D. L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, and running thence East along the South line of said Donation Land Claim, 1007.9 feet to an iron pipe; thence North 0°28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85°58' West 396.67 feet to a 1-inch iron shaft as reset at station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right, with a radius of 686.2 feet and a long chord which bears North 38°16'45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right-of-way of said C.R. 2043 North 40°15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74°24' East 228.29 feet to a 1-inch channel iron; thence South 00°16' West 121.39 feet to a 1-inch iron pipe, the true point of beginning.

EASEMENT NO. 1

TOGETHER WITH a non-exclusive easement for road and utility purposes as set forth in easement agreement recorded June 28, 1977 in Book 1178, page 69, Washington County Deed Records.

EASEMENT NO. 2

TOGETHER WITH an easement for road and utility purposes as set forth in easement agreement recorded July 20, 1979 with Fee No. 79028579.

2

10/26/2006 13:23 IFAX Escrow@ticortitle.com → Tonya Sawyer 013/013

FORM No. 45—LEASE, ASSIGNMENT OF.

TT

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, That MARK S. HEMSTREET *Assignor, for value received hereby assigns unto* SHILO INN, WASHINGTON SQUARE, LLC, an Oregon limited liability company *Assignee the* ~~lessor~~*/lessee's* ~~(indicate which)~~ *interest in that certain lease made by* West Coast Service Company, a general partnership composed Robert M. Schaeffer and Sally Jo Schaeffer, H&W ** *in which* Mark S. Hemstreet *is* ~~lessor~~*/lessee* ~~(indicate which)~~ *dated* Novmeber 15, *19* 84 *and covering the following described premises, to-wit:*

** Clifford G. Potter and Phyllis J. Potter, husband and wife and Gerald V. Potter

Legal description attached

To Have and to Hold the same unto said Assignee and assigns from March, *19* 97, *for all the rest of the term of said lease, subject to the covenants, conditions and provisions therein mentioned. The rents provided for in said lease are paid to and including* current, *19*.

AND the Assignor hereby covenants that the interest in said lease hereby assigned is free from encumbrances.

In construing this assignment and where the context so requires, 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 assignor has executed this instrument on March, *19*97; *if a corporate assignor, it has been done by order of assignor's board of directors with its corporate seal affixed.*

X Mark S. Hemstreet

Mark S. Hemstreet

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,)
County of Washington) ss.
March 13, *19* 97.

Personally appeared the above named Mark S. Hemstreet *and acknowledged the foregoing instrument to be* his *voluntary act and deed.*

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

OFFICIAL SEAL
SHIRLEY [illegible]
NOTARY PUBLIC - OREGON
COMMISSION NO. [illegible]
MY COMMISSION EXPIRES SEPT. 5, 1997

STATE OF OREGON, County of) ss.
19

Personally appeared *and* *who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of* *, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.*

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

TICOR TITLE INSURANCE Report No. W651396

LEGAL DESCRIPTION

A tract of land in the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at the Southwest corner of the D.L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and running thence East along the South line of said Donation Land Claim 1,007.9 feet to an iron pipe; thence North 0 degrees 28' East 843.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by deed recorded on Page 9 of Volume 201 of Washington County, Oregon, Deed Records, which point is the true place of beginning of the herein described tract; thence South 85 degrees 58' West 396.67 feet to a one inch iron shaft as reset as station 30+56.2 P.O.S.T. of Washington County Road Plat No. 2043 (S.W. Greenburg Road) survey of April 1967; thence along a curve to the right with a radius of 686.2 feet and a long chord which bears North 38 degrees 16' 45" East 48.81 feet to a 3/4 inch iron pipe; thence along the East right of way of said County Road 2043, North 40 degrees 15' East 225.82 feet to a 3/4 inch iron pipe; thence South 74 degrees 24' East 228.29 feet to a one inch channel iron; thence South 00 degrees 16' West 121.39 feet to a one inch iron pipe, the true point of beginning.

EXCEPTING THEREFROM that portion thereof dedicated for street purposes by instrument recorded January 3, 1985, as Recorder's Fee No. 85000189.

Together with a non-exclusive easement for road and utility purposes over, under and across the following described portion of the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of that tract conveyed to Cary H. Cotton and wife by Deed Book 361, Page 583, which point bears South 88 degrees 10' West 643.8 feet and South 0 degrees 20' East 466.5 feet from the Southeast corner of Lot 5, ASHBROOK FARM; thence South 88 degrees 10' West 100 feet to the Southwest corner of said Cotton tract; thence North 0 degrees 20' West on the West line of said Cotton tract 200 feet; thence South 88 degrees 10' West on the South line of an easement described in Deed Book 433, Page 472, a distance of 100 feet to the West line of that tract conveyed to Conrad E. Anderson and wife, by Deed Book 254, Page 793; thence South 0 degrees 20' East along the West line of the Anderson tract a distance of 4.00 feet to a point which is 34.00 feet South of the center line of a connecting road known as Southwest Shady Lane, which point is also 16.00 feet North of the Northeast corner of that certain tract described in contract to Donald A. Forbes, et al, recorded in Book 1067, Page 109, Deed Records, and the true point of beginning of the parcel to be described; from said true point of beginning running West parallel to the center line of Southwest Shady Lane a distance of 15.00 feet; thence South 0 degrees 20' East, parallel to and 15.00 feet distant Westerly from the Westerly line of the aforementioned Anderson tract, a distance of 127 feet, more or less, to the Southwesterly line of the Burdick tract; thence South 73 degrees 17' 00" East along the Southwesterly line of the Burdick tract a distance of 15.50 feet, more or less, to the Southeast corner of the Burdick tract, which point is also on the Westerly line of the Anderson tract; thence North 0 degrees 20' West along the Westerly line of the Anderson tract, a distance of 131.25 feet to the true point of beginning.

CONTINUED

Together with a non-exclusive easement for road and utility purposes over, under and across the following described portion of the Northwest one-quarter of Section 35, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon. more particularly described as follows:

Beginning at the Southeast corner of that tract conveyed to Cary H. Cotton and wife by Deed Book 361, Page 583, which point bears South 88 degrees 10' West 643.8 feet and South 0 degrees 20' East 466.5 feet from the Southeast corner of Lot 5, ASHBROOK FARM; thence South 88 degrees 10' West 100 feet to the Southwest corner of said Cotton tract; thence North 0 degrees 20' West on the West line of said Cotton tract 200 feet; thence South 88 degrees 10' West on the South line of an easement described in Deed Book 433, Page 472, a distance of 100 feet to the West line of that tract conveyed to Conrad E. Anderson and wife, by Deed Book 254, Page 793; and the true point of beginning of the parcel to be described; from said true point of beginning running South 0 degrees 20' East on the West line of the Anderson tract, a distance of 155.25 feet; thence North 89 degrees 40' East, a distance of 15.00 feet; thence North 0 degrees 20' West a distance of 155.25 feet, more or less, to a point on the South line of that certain easement described in instrument recorded in Book 433, Page 472, Deed Records; thence South 88 degrees 10' West along the Southerly line of said easement a distance of 15.00 feet, more or less, to the point of beginning.

Together with an easement for drainage purposes over a strip of land 5.0 feet in width lying 5.0 feet Westerly and adjacent to the following described line:

Beginning at the Southwest corner of the D.L. Graham Donation Land Claim No. 52, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and running thence East along the South line of said Donation Land Claim 1,007.9 feet to an iron pipe; thence North 0 degrees 28' East, 572.9 feet to an iron pipe on the East line of that certain tract of land conveyed to Andrew Wormsborg by Deed as recorded on Page 9 of Volume 201 of Washington County, Oregon. Deed Records; thence South 85 degrees 08' West, 525.9 feet to a point in County Road No. 179, which point is on the West line of said Wormsborg tract; thence North along said West line and in said County Road 187.1 feet to a point; thence North 40 degrees 00' East along the Northwesterly line of said Wormsborg tract and in said County Road 125.4 feet to a point; thence North 85 degrees 58' East, 447.5 feet to an iron pipe on the East line of said Wormsborg tract to the true point of beginning of the hereinbefore mentioned easement line; thence South 0 degrees 28' West along the East line of said Wormsborg tract 110 feet, more or less, to Fanno Creek and the end of said easement line.

FIRST AMENDMENT TO

LANDLORD'S CONSENT & ESTOPPEL AGREEMENT

The parties to this Amendment agreement (the "Amendment") dated December 12, 1996 are as listed next.

LESSOR: West Coast Service Company, a general partnership

LENDER: KeyCorp Real Estate Capital Markets, Inc.

HEMSTREET: Mark S. Hemstreet

BORROWER: Shilo Inn, Washington Square, LLC, an Oregon Limited Liability Company

RECITALS:

A. The parties previously entered into an agreement dated December 11, 1996, captioned "LANDLORD'S CONSENT & ESTOPPEL AGREEMENT, LESSEE'S EXERCISE OF OPTION TO EXTEND LEASE, CONSENT TO ASSIGNMENT OF LESSEE'S INTEREST IN LEASE," (the "Consent Agreement") in connection with the refinance with Lender of the real property (as more specifically identified in the Consent Agreement) leased by Lessor to Hemstreet.

B. The last sentence of paragraph 6.4 of the Consent Agreement provides as follows: "In the event Borrower, or a trustee in bankruptcy for Borrower, rejects the lease in bankruptcy, Lessor agrees to give Lender a new lease on the same terms and conditions, for the then remainder of the lease term, provided that Lender shall cure, or cause to be cured all monetary defaults, and all other defaults then reasonably capable of being cured."

C. Section 10 of the Ground Lease provides, in part, as follows: "On termination of this lease, in any way, Lessee will yield upon the premises to Lessor in good condition and repair, loss by fire or other casualty and ordinary wear and tear excepted, provided, however, Lessor may elect to require the Lessee to cause all improvements to be removed and all excavations caused by construction to be filled."

D. Lender desires to have a clarification of paragraph 6.4 of the Consent Agreement to make clear that the language from Section 10 of the Ground Lease quoted in Recital C, above, would not be applicable to a lease termination and the granting of a new lease caused by the circumstances covered by the language quoted in Recital B, above.

THE PARTIES AGREE AS FOLLOWS:

The following provisions shall be added to and become a part of paragraph 6.4 of the Consent Agreement:

"Notwithstanding anything in Section 10 of the Ground Lease to the contrary, in the event the Ground Lease shall terminate, and the Lender shall enter into a New Lease with Lessor as provided under this Agreement, such a lease termination shall not afford Lessor the option to require Borrower, or Lender, or any other person then holding the Lessee's Leasehold interest under the Ground Lease to remove the improvements, or to fill all excavations caused by the construction, at the time the original lease is terminated and the New Lease is granted. However, nothing herein shall be construed to limit the right of Lessor to require, at the time the New Lease expires by its terms, that the improvements be removed and all excavations caused by the construction to be filled as provided in Section 10 of the Ground Lease."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSOR: WEST COAST SERVICE COMPANY

By _____
Robert M. Schaefer, partner

By _____
Sally Jo Schaefer, partner

By _____
Clifford G. Potter, partner

By _____
Phyllis J. Potter, partner

By _____
Gerald V. Miller, partner

LENDER: KEYCORP REAL ESTATE CAPITAL MARKETS, INC.

By _____
David E. Thatcher
Senior Vice President

HEMSTREET: _____
Mark S. Hemstreet
individually

BORROWER: SHILO INN, WASHINGTON SQUARE, LLC
By: Washington Square Hotel Corp.

By _____
John P. Kneeland
Vice President

STATE OF Washington)
) ss.
County of Clark) January 29th, 1997

Personally appeared the above named Robert M. Schaefer and acknowledged the foregoing instrument to be his voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for Washington
My commission expires: 6/15/2000

STATE OF Washington)
) ss.
County of Clark) January 29th, 1997

Personally appeared the above named Sally Jo Schaefer and acknowledged the foregoing instrument to be her voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for Washington
My commission expires: 6/15/2000

STATE OF Washington)
) ss.
County of Clark) January 29th, 1997

Personally appeared the above named Clifford G. Potter and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Donise A. Loomans
Notary Public for Washington
My commission expires: 6/15/2000

STATE OF Washington)
) ss.
County of Clark) January 29th, 1997

Personally appeared the above named Phyllis J. Potter and acknowledged the foregoing instrument to be her voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for Washington
My commission expires: 6/15/2000

STATE OF Washington)
) ss.
County of Clark) January 29th, 1997

Personally appeared the above named Gerald V. Miller and acknowledged the foregoing instrument to be his voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for Washington
My commission expires: 6/15/2000

STATE OF OREGON)
) ss.
County of Washington) ~~January~~ Feb 24, 1997

Personally appeared the above named Mark S. Hemstreet and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Shirley Jean Stewart
Notary Public for Oregon
My commission expires: 9/5/97

OFFICIAL SEAL
SHIRLEY JEAN STEWART
NOTARY PUBLIC-OREGON
COMMISSION NO. 078
MY COMMISSION EXPIRES SEPT. 5, 1997

STATE OF ~~WASHINGTON~~ OREGON)
) ss.
County of ~~King~~ Washington) Feb 10, 1997

Personally appeared the above named David E. Thatcher, as Senior Vice President of KeyCorp Real Estate Capital Markets, Inc., and acknowledged the foregoing to be the voluntary act and deed of such corporation.

Before me: OFFICIAL SEAL SHIRLEY JEAN STEWART NOTARY PUBLIC-OREGON COMMISSION NO. [illegible] MY COMMISSION EXPIRES SEPT 5, 1997

Notary Public for ~~Washington~~ OREGON
My commission expires: 9/5/97

STATE OF OREGON)
) ss.
County of Washington) January 17, 1997

Personally appeared the above named John P. Kneeland, as Vice President of Washington Square Hotel Corp., the manager of Shilo Inn, Washington Square, LLC and acknowledged the foregoing to be the voluntary act and deed of such limited liability company.

Before me:

Notary Public for Oregon
My commission expires: 4/10/1998

OFFICIAL SEAL
DOROTHY E. VOLLMER
NOTARY PUBLIC-OREGON
COMMISSION NO 033674
MY COMMISSION EXPIRES APRIL 10, 1998

sixteen.007

LANDLORD'S CONSENT & ESTOPPEL AGREEMENT

LESSEE'S EXERCISE OF OPTION TO EXTEND LEASE

CONSENT TO ASSIGNMENT OF LESSEE'S INTEREST

The parties to this agreement (the "Agreement") dated December 11, 1996 are as listed next.

LESSOR: West Coast Service Company, a general partnership

LENDER: KeyCorp Real Estate Capital Markets, Inc.

HEMSTREET: Mark S. Hemstreet

BORROWER: Shilo Inn, Washington Square, LLC, an Oregon Limited Liability Company

RECITALS:

A. Lessor owns fee title to the land (the "Leased Premises") described in Exhibit A, attached hereto.

B. Hemstreet is the current holder of the lessee's interest in a ground lease, on the Leased Premises, which lease is dated January 31, 1984, between Lessor and William F. Brenner and Lorene Brenner, and Chi Tsung Pong and Wen Chu Pong, a memorandum of which was recorded November 15, 1994, under fee number 84044772, Records of Washington County, Oregon (the "Ground Lease"). A copy of the Ground Lease, together with copies of previous consents and assignments is attached as Exhibit B.

C. The current term of the Ground Lease expires June 30, 2014. Pursuant to paragraph 3 of the Ground Lease, Hemstreet desires to exercise his option to extend the term of the Ground Lease an additional 10 years to June 30, 2024.

D. Hemstreet desires to transfer his leasehold interest in the Ground Lease to Shilo Inn, Washington Square, LLC, an Oregon limited liability company ("Borrower").

E. Borrower desires to obtain a loan in the amount of approximately Three Million Four Hundred Thousand Dollars ($3,400,000.00) from Lender, and Lender has agreed to make such loan, secured by a Deed of Trust on Borrower's leasehold interest in the Leased Premises, provided that Lender obtains certain

agreements from Lessor which will permit Lender to protect its interests in the event Borrower fails to perform the Ground Lease as agreed. Borrower also desires to use Borrower's leasehold interest in the Leased Premises as additional collateral for other Shilo Inn loans.

THE PARTIES AGREE AS FOLLOWS:

1. Hemstreet hereby exercises his option to extend the term of the Ground Lease for an additional 10 years to June 30, 2024.

2. Lessor hereby consents to the transfer of Hemstreet's leasehold interest in the Leased Premises to Borrower. Borrower hereby assumes personal liability for the payment of the rent and the performance of the other terms of the Ground Lease. Hemstreet shall remain personally liable for the payment of the Ground Lease and the performance of all of its terms and conditions. Hemstreet warrants that he owns fifty percent (50%) or more of the membership interest in Borrower. Hemstreet agrees that he will not transfer controlling interest in Borrower to any other person or entity without Lessor's prior written consent, which consent shall not be unreasonably withheld.

3. Lessor hereby consents to the granting by Borrower of a Deed of Trust on Borrower's leasehold interest in the Leased Premises for the benefit of Lender to secure the loan referred to above (the "Leasehold Mortgage"). Lessor also consents to the use of Borrower's leasehold interest in the Leased Premises as additional collateral for loans from Lender on other Shilo Inns.

4. Lessor agrees that Lessor will not modify or amend the terms and conditions of the Ground Lease, or accept a surrender of the Leased Premises, or a termination of the Ground Lease, without first obtaining the written consent of Lender for as long as the Leasehold Mortgage remains a lien on Borrower's leasehold interest.

5. Borrower shall have the right to encumber Borrower's leasehold estate in the Leased Premises to Lender, provided that Lessor, under no circumstances, shall have any liability for the payment of the loan secured by the Leasehold Mortgage, and at all times the Lessor's real property interest in the Leased Premises shall be and remain superior to that of the Leasehold Mortgagee and that no encumbrance or lien shall thereby exist on Lessor's reversionary interests.

6. For as long as the Leasehold Mortgage shall remain unsatisfied, the following shall apply:

6.1 Lessor, upon serving Borrower with any notice under this Agreement, or under the provisions of, or with respect to the Ground Lease, shall also serve a copy of such notice on Lender (or the then holder of the Leasehold Mortgage) at the address specified in this Agreement, or at such other address as the Lender shall designate in writing to Lessor. No notice from Lessor to Borrower shall be deemed to have been duly given unless and until a copy thereof has been so served.

6.2 In the event Borrower shall be in default under the Ground Lease or this Agreement, Lessor shall notify Lender in writing of Borrower's default, specifying the default and the date by which Borrower must cure the default, and the subsequent date (which shall not be less than thirty (30) days following the date of the notice for a monetary default) by which Lender may cure the default on behalf of Borrower.

6.3 With respect to non-monetary defaults, no default or event of default shall be deemed to exist under the Ground Lease or this Agreement if steps by Borrower or Lender to remedy the facts giving rise to such potential default have been commenced in good faith within sixty (60) days of receipt of notice from Lessor and are being prosecuted in good faith with diligence and continuity. In the event of a non-monetary default which Borrower is unwilling or unable to cure, and which is difficult or impossible for Lender to cure without having possession of the Leasehold Premises, then Lessor shall take no action to terminate the Lease without giving Lender (a) written notice of Lessor's intention to terminate the lease, and (b) a reasonable opportunity to obtain possession of the Leased Premises (including possession by a receiver), and (c) a reasonable time after obtaining possession to cure the default. However, Lender shall not be obligated to continue such possession or to continue any pending foreclosure proceedings after such default shall have been cured.

6.4 In the event of a default by Borrower not susceptible of being cured by Lender (including, but not limited to, any assignment by Borrower for the benefit of creditors, the bankruptcy or insolvency of Borrower, or the appointment of any receiver or trustee against Borrower or any of its assets) such default shall be deemed to have been waived, and all rights of Borrower under the Ground Lease and this Agreement reinstated, upon completion of foreclosure proceedings by Lender (or upon acquisition of

Borrower's interest through deed in lieu of foreclosure, or otherwise). No election by Borrower to terminate the Ground Lease, and/or no rejection by Borrower of the Ground Lease in any proceeding in bankruptcy shall be binding upon Lender. In the event Borrower, or a trustee in bankruptcy for Borrower, rejects the lease in bankruptcy, Lessor agrees to give Lender a new lease on the same terms and conditions, for the then remainder of the lease term, provided that Lender shall cure, or cause to be cured all monetary defaults, and all other defaults then reasonably capable of being cured.

6.5 Lender may become the legal owner of Borrower's leasehold interest under the Ground Lease and this Agreement through foreclosure proceedings or by assignment of Borrower's leasehold interest in lieu of foreclosure. In the event that Lender, or its designee, is in possession of the Leased Premises through foreclosure, or deed in lieu of foreclosure, or in the event Lender wishes to have Borrower's leasehold interest purchased by a third party at foreclosure sale, Lender shall have the right to sell or transfer Borrower's Leasehold interest to a proposed assignee, subject, however, to Lessor's written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. In the event Lender is in possession of the Leased Premises through foreclosure, or deed in lieu of foreclosure, and Lender transfers the Leasehold interest as provided herein, Lender shall thereafter have no liability to perform any of the terms of the Ground Lease. However, nothing in this Agreement shall permit Borrower, or any successor in interest to Borrower (except a successor who takes by foreclosure, or deed in lieu of foreclosure), to assign Borrower's leasehold interest except under the terms and conditions of the Ground Lease.

6.6 If, for any reason, Borrower fails to exercise any option, available under the terms of the Ground Lease, to renew or extend the term of the Ground Lease, Lessor shall deliver written notice of such fact to Lender. Lender shall have forty-five (45) days from the date of receipt of the notice either to exercise any such renewal or extension option on Borrower's behalf, or to enter into a new lease on the same terms and conditions as set forth in the existing Ground Lease.

6.7 No union of the interests of Lessor and Borrower shall result in a merger of the Ground Lease into any superior leasehold interest or the fee interest in the Leased Premises.

6.8 In any circumstances where arbitration is provided for under the Ground Lease, Lessor shall give to Lender notice of any demand for any arbitration at the same time and in the same manner as such notice was given to Borrower, and Lessor shall recognize the Lender as a proper party to participate in such arbitration.

6.9 Lessor hereby consents to Borrower's grant, if any, to Lender of a security interest in the personal property owned by Borrower and located at the Leased Premises, and a collateral assignment of any subleases by Borrower of all or any portion of the Leased Premises, and the rents, issues and profits therefrom, if any. Lessor agrees that any interest that Lessor may have in such personal property or subleases, as the case may be, whether granted pursuant to the Ground Lease or by statute, shall be subordinate to the interest of the Lender, provided, however, that the rent and other terms of the Ground Lease shall be paid and performed as agreed.

6.10 As long as the Ground Lease is in effect, Borrower (or Borrower's successor in interest) shall own any and all improvements, buildings, and equipment on or about the Leased Premises. In the event of any casualty to the improvements, buildings, equipment, or personal property, during any time when there is an unpaid balance on the Leasehold Mortgage and the Ground Lease is in effect, Lessor shall be entitled to require that any insurance proceeds first be used to repair and restore the improvements to the condition existing prior to the casualty. Lender shall be entitled to control the insurance proceeds while such repairs and restoration are being made; and any insurance proceeds payable by reason of such casualty, in excess, if any, of the cost of any repair or restoration of the improvements, may be applied by the Lender to the balance of the Leasehold Mortgage up to the amount of the indebtedness secured by the Leasehold Mortgage.

6.11 In the event of any condemnation of the whole or any part of the Leased Premises, while the Ground Lease is in effect, and the Leasehold Mortgage remains unsatisfied, Lender shall be entitled to receive all of Borrower's share of condemnation proceeds to which Borrower is entitled, under the terms of the Ground Lease, up to the amount of the indebtedness secured by the Leasehold Mortgage. Nothing herein shall be construed to grant Lender any interest in Lessor's share of any condemnation proceeds. No agreement between Lessor and Borrower as to the allocation of condemnation proceeds shall be binding on Lender without Lender's written consent unless the unpaid balance of the Leasehold Mortgage

is paid. In the event of any dispute between Borrower and/or Lender and Lessor as to the proper allocation of the condemnation proceeds between Lessor and Borrower, Lender shall have the right to be a party to any litigation, arbitration or other proceedings to resolve such dispute. In all events, Lessor shall be entitled to the value of the land, and the then present value (as of the time of the taking in condemnation) of Lessor's reversionary interest in the improvements at the time the Ground Lease would have expired by its terms if all extension options had been exercised.

7. Lessor hereby represents and warrants that, as of the date hereof:

7.1 the term of the Ground Lease commenced on February 1, 1984, and the original term expires on June 30, 2014;

7.2 there are no options to renew the term of the Ground Lease except the option to renew, exercised in this Agreement, which extends the term to June 30, 2024, and an additional option to renew which, if exercised, would extend the term of the lease to June 30, 2034;

7.3 the current fixed rent under the Ground Lease is $53,875.68 per annum (July 1 - June 30 year), payable in monthly installments of $4,489.64 each, and has been paid in full through November, 1996;

7.4 no additional rent or charge (including, without limitation, as applicable, taxes, maintenance, operating expenses or otherwise) that has been billed to Hemstreet or Borrower by Lessor is overdue;

7.5 there are no provisions for, and Lessor has no rights with respect to, terminating the Ground Lease or increasing the rent payable thereunder, except as expressly set forth in the Ground Lease;

7.6 the amount of the security deposit presently held by Lessor under the Ground Lease is $ None;

7.7 the Ground Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way whatsoever, except, if at all, as described on Exhibit B annexed hereto and made a part hereof;

7.8 there are no agreements, whether oral or written, between Hemstreet/Borrower and Lessor concerning the Property other than the Ground Lease;

7.9 a true, correct and complete description of the documents constituting the Ground Lease is set forth on Exhibit B;

7.10 Lessor has not delivered or received any notices of default under the Ground Lease;

7.11 to the best knowledge of Lessor, there is no default by Hemstreet/Borrower or Lessor under the Ground Lease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default thereunder;

7.12 any improvements required by the terms of the Ground Lease to be made by Hemstreet/Borrower have been completed to the satisfaction of Lessor, and Hemstreet/Borrower's current use and operation of the Property complies with any use, covenants or operating requirements contained in the Ground Lease;

7.13 Lessor is the record and beneficial owner of the Leased Premises;

7.14 neither Hemstreet nor any affiliate of Hemstreet has any direct or indirect ownership interest in Lessor or any affiliate of Lessor; and

7.15 Lessor has obtained all of the consents or approvals of any party necessary or desirable to effectuate the terms of this Agreement.

8. Lessor acknowledges and agrees that Lender may rely upon the truth and accuracy of the certifications contained in the foregoing paragraph 7, which shall inure to the benefit of Lender and its successors and assigns.

9. Upon Hemstreet's, or Borrower's, or Lender's written request from time to time, Lessor shall deliver to Hemstreet, Borrower, and Lender, or their respective designees, a written instrument, signed and acknowledged by Lessor, which shall set forth the information contained in paragraph 7 above on a current basis and any other information reasonably requested by Hemstreet or Borrower or Lender.

10. Lessor, Borrower, and Hemstreet agree promptly to execute, acknowledge, deliver and cause this Agreement to be recorded in the appropriate public records.

11. Lessor's recourse against Lender shall be expressly limited to Lender's interest in the Ground Lease.

12. This Agreement, the covenants, terms and conditions hereof and the rights and obligations created hereby, shall run with the land and be binding upon and inure to the benefit of Lessor, Hemstreet, Borrower, and Lender, and their respective successors and assigns.

13. This Agreement may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which collectively and separately, shall constitute one and the same agreement. All signatures need not be on the same counterpart.

14. Except as expressly modified, amended and supplemented by this Agreement, all of the terms, covenants and conditions of the Ground Lease shall remain in full force and effect.

15. All notices required to be given by the terms of this Agreement shall be given in accordance with the Notice terms of the Ground Lease at the addresses set forth below, or addresses as later specified by the parties:

Lender: KeyCorp Real Estate Capital Markets, Inc., 700 Fifth Avenue, 52nd Floor, Seattle, Washington 98104, Attention: Mr. David E. Thatcher

Borrower: Shilo Inn, Washington Square, LLC, 11600 S.W. Barnes Road, Portland, Oregon 97225, Attention: Mark S. Hemstreet

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Hemstreet: Mark S. Hemstreet, 11600 S.W. Barnes Road, Portland, Oregon 97225

Lessor: West Coast Service Company, 10250 S.W. Greenburg Road, Suite 102B, Portland, Oregon 97223, Attention: Gerald V. Miller

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSOR: WEST COAST SERVICE COMPANY

By _____
Robert M. Schaefer, partner

By _____
Sally Jo Schaefer, partner

By _____
Clifford G. Potter, partner

By _____
Phyllis J. Potter, partner

By _____
Gerald V. Miller, partner

LENDER: KEYCORP REAL ESTATE CAPITAL MARKETS, INC.

By _____
David E. Thatcher
Senior Vice President

HEMSTREET: _____
Mark S. Hemstreet
individually

BORROWER: SHILO INN, WASHINGTON SQUARE, LLC
By: Washington Square Hotel Corp., its manager

by _____
John P. Kneeland
Vice President

STATE OF Washington)
) ss.
County of Clark)

December 11, 1996

Personally appeared the above named Robert M. Schaefer and acknowledged the foregoing instrument to be his voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

STATE OF Washington)
) ss.
County of Clark)

December 11, 1996

Personally appeared the above named Sally Jo Schaefer and acknowledged the foregoing instrument to be her voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

STATE OF Washington)
) ss.
County of Clark)

December 11, 1996

Personally appeared the above named Clifford G. Potter and acknowledged the foregoing instrument to be his voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

STATE OF Washington)
) ss.
County of Clark)

December 11, 1996

Personally appeared the above named Phyllis J. Potter and acknowledged the foregoing instrument to be her voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

STATE OF Washington)
) ss.
County of Clark)

December 11, 1996

Personally appeared the above named Gerald V. Miller and acknowledged the foregoing instrument to be his voluntary act and deed.

DONISE A. LOOMANS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2000

Before me:

Donise A. Loomans
Notary Public for WA
My commission expires: 6/15/2000

STATE OF OREGON)
) ss.
County of Washington)

Feb. 24, 1997, ~~1996~~

Personally appeared the above named Mark S. Hemstreet and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Shirley Jean Stewart
Notary Public for Oregon
My commission expires: 9/5/97

OFFICIAL SEAL
SHIRLEY JEAN STEWART
NOTARY PUBLIC-OREGON
COMMISSION NO 025578
MY COMMISSION EXPIRES SEPT. 5, 1997

STATE OF ~~WASHINGTON~~ OREGON)
) ss.
County of ~~King~~ Washington)

Feb. 10, 1997, ~~1996~~

Personally appeared the above named David E. Thatcher, as Senior Vice President of KeyCorp Real Estate Capital Markets, Inc., and acknowledged the foregoing to be the voluntary act and deed of such corporation.

Before me:

OFFICIAL SEAL
SHIRLEY JEAN STEWART
NOTARY PUBLIC-OREGON
COMMISSION NO 033678
MY COMMISSION EXPIRES SEPT 5, 1997

Notary Public for ~~Washington~~ OREGON
My commission expires: 9/5/97

STATE OF OREGON)
) ss.
County of Washington)

December 11, 1996

Personally appeared the above named John P. Kneeland, as Vice President of Washington Square Hotel Corp., the manager of Shilo Inn, Washington Square, LLC and acknowledged the foregoing to be the voluntary act and deed of such limited liability company.

Before me:

OFFICIAL SEAL
DOROTHY E. VOLLMER
NOTARY PUBLIC-OREGON
COMMISSION NO 033674
MY COMMISSION EXPIRES APRIL 10, 1998

Notary Public for Oregon
My commission expires: [illegible]

sixteen.005

Interest Holders of the Property

LaSalle Bank National Association, as Trustee for the certificate holders of CMAC Commercial Mortgage pass-through certificates, series 1997-ML1
c/o Midland Loan Services
PNC Bank Lockbox
c/o UMB Bank Wholesale
1008 Oak St
Kansas City MO 64106

Owner/Lessee

Robert M. Schafer, Sally J. Schafer and Gerald V. Miller
d/b/a West Coast Service Company
10250 SW Greenburg Rd Ste 102B
Portland OR 97223

C. Commercial use types.

1. Commercial Lodging: Residential facilities such as hotels, motels, rooming houses and bed-and-breakfast establishments where tenancy is typically less than one month. May include accessory meeting and convention facilities and restaurants/bars.

2. Eating and Drinking Establishments: Establishments which sell prepared food and beverages for consumption on site or take-away including restaurants, delicatessens, bars, taverns, brew pubs and espresso bars.

3. Entertainment-Oriented

   a. Major Event Entertainment: Facilities such as auditoriums, stadiums, convention centers and race tracks which provide athletic, cultural or entertainment events and exhibits for large groups of spectators.

   b. Outdoor Entertainment: Facilities with extensive outdoor facilities including outdoor tennis clubs, golf courses and shooting ranges.

   c. Indoor Entertainment: Commercial indoor facilities such as health/fitness clubs, tennis, racquetball and soccer centers, recreational centers, skating rinks, bowling alleys, arcades, shooting ranges and movie theaters.

   d. Adult Entertainment: Facilities including adult motion picture theaters, adult video/book stores and topless, bottomless and nude dance halls which include materials and activities characterized or distinguished by an emphasis on matters depicting specified sexual activities or anatomical areas.

4. General Retail

   a. Sales-Oriented: Establishments which consumer-oriented sales, leasing and rental of consumer, home and business goods including art; art supplies; bicycles; clothing; dry goods; electronic equipment; fabric; gifts; groceries; hardware; household products; jewelry; pets and pet products; pharmaceuticals; plant; printed materials; stationery and videos. Excludes large-scale consumer products (see 18.130.020 C.4.d); and those sold primarily outdoors (see 18.130.020 C.4.e, Outdoor Sales).

   b. Personal Services: Establishments which provide consumer services such as banks and credit unions; barber and beauty shops; pet grooming; laundromats and dry cleaners; copy centers; photographic studios; trade/vocational schools; and mortuaries.

   c. Repair-oriented: Establishments which engage in the repair of consumer and business goods including television and radios; bicycles; clocks; jewelry; guns; small appliances and office equipment; tailors and seamstresses; shoe repair; locksmith and upholsterer.

   d. Bulk sales: Establishments which engage in the sales, leasing and rental of bulky items requiring extensive interior space for display including furniture, large appliance and home improvement sales.

C. C-G: General Commercial District. The C-G zoning district is designed to accommodate a full range of retail, office and civic uses with a City-wide and even regional trade area. Except where non-conforming, residential uses are limited to single-family residences which are located on the same site as a permitted use. A wide range of uses, including but not limited to adult entertainment, automotive equipment repair and storage, mini-warehouses, utilities, heliports, medical centers, major event entertainment, and gasoline stations, are permitted conditionally.

D. C-P: Professional/Administrative Commercial District. The C-P zoning district is designed to accommodate civic and business/professional services and compatible support services, e.g., convenience retail and personal services, restaurants, in close proximity to residential areas and major transportation facilities. Within the Tigard Triangle and Bull Mountain Road District, residential uses at a minimum density of 32 units/net acre, i.e., equivalent to the R-40 zoning district, are permitted in conjunction with a commercial development. Heliports, medical centers, religious institutions and utilities are permitted conditionally. Developments in the C-P zoning district are intended to serve as a buffer between residential areas and more-intensive commercial and industrial areas.

E. CBD: Central Business District. The CBD zoning district is designed to provide a concentrated central business district, centered on the City's historic downtown, including a mix of civic, retail and office uses. Single-family attached housing, at a maximum density of 12 units/net acre, equivalent of the R-12 zoning district, and multi-family housing at a minimum density of 32 units/acre, equivalent to the R-40 zoning district, are permitted outright. A wide range of uses, including but not limited to adult entertainment, utilities, facilities with drive-up windows, medical centers, major event entertainment and gasoline stations, are permitted conditionally.

F. MUE: Mixed-Use Employment. The MUE zoning district is designed to apply to a majority of the land within the Tigard Triangle, a regional mixed-use employment district bounded by Pacific Highway (Hwy. 99), Highway 217 and I-5. This zoning district permits a wide range of uses including major retail goods and services, business/professional offices, civic uses and housing; the latter includes multi-family housing at a maximum density of 25 units/acre, equivalent to the R-25 zoning district. A wide range of uses, including but not limited to community recreation facilities, religious institutions, medical centers, schools, utilities and transit-related park-and-ride lots, are permitted conditionally. Although it is recognized that the automobile will accommodate the vast majority of trips to and within the Triangle, it is still important to 1) support alternative modes of transportation to the greatest extent possible; and 2) encourage a mix of uses to facilitate intra-district pedestrian and transit trips even for those who drive. The zone may be applied elsewhere in the City through the legislative process.

G. MUE-1 and MUE-2: Mixed Use Employment Districts. The MUE-1 and 2 zoning district is designed to apply to areas where employment uses such as office, research and development and light manufacturing are concentrated. Commercial and retail support uses are allowed but are limited, and residential uses are permitted which are compatible with employment character of the area. Lincoln Center is an example of an area designated MUE-1, the high density mixed use employment district. The Nimbus area is an example of an area designated MUE-2 requiring more moderate densities.

H. MUC: Mixed Use Commercial District. The MUC zoning district includes land around the Washington Square Mall and land immediately west of Highway 217. Primary uses permitted include office buildings, retail, and service uses. Also permitted are mixed-use developments and housing at densities of 50 unites per acre. Larger buildings are encouraged in this area with parking under, behind or to the sides of buildings.

TABLE 18.520.1
USE TABLE: COMMERCIAL ZONES

USE CATEGORY	C-N[1]	C-C[5]	C-G	C-P	CBD	MUE[20]	MUC-1	MUC[28]	MUE 1 and 2[28]	MUR 1 and 2[28]
RESIDENTIAL										
Household Living	N	R[6]	R[11]	R[13]	R[17]	R[21]	P[26]	P	P	P
Group Living	N	N	C	N	P	N	C	R[29]/C	R[29]/C	R[29]/C
Transitional Housing	N	N	C	N	C	N	C	C	C	C
Home Occupation	R[2]	R[2]	R[2]	R[2]	R[2]	R[2]	P	R[2]	R[2]	R[2]
HOUSING TYPES										
Single Units, Attached	N/A	N/A	N/A	N/A	N/A	N/A	N/A	R[30]	R[30]	P
Singel Units, detached	N/A	N/A	N/A	N/A	N/A	N/A	N/A	R[30]	R[30]	R[30]
Accessory Units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	R[31]	R[31]	R[31]
Duplexes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	R[30]	R[30]	P
Multi-family Units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	P	P	P
Manufactured Units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N	N	N
Mobile Home Parks, Subdivisions	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N	N	N
CIVIC (INSTITUTIONAL)										
Basic Utilities	C	N	N	C	C	C	C	C[32]	C[32]	C[32]
Colleges	N	N	N	N	N	C	C	C	C	C
Community Recreation	N	P	N	N	P	C	N	P	C	C
Cultural Institutions	P	P	P	P	P	P	P	P	P	N
Day Care	P	P	P	P	P	P	P	P	P	P/C[33]
Emergency Services	P	P	P	P	P	P	P	P	P	N
Medical Centers	C	N	C	C	C	C	C	C	C	C
Postal Service	P	P	P	P	P	P	P	P	P	N
Public Support Facilities	P	P	P	P	P	P	P	P	P	P
Religious Institutions	C	C	P	C	P	P	C	P	P	C
Schools	N	N	N	N	N	C	C	C	C	C
Social/Fraternal Clubs/Lodges	C	C	P	P	P	P	P	P	P	C
COMMERCIAL										
Commercial Lodging	N	N	P	R[14]	P	P	P	P	P	N
Eating and Drinking Establishments	C	P	P	R[15]	P	P	P	P	P	R[34/35]

USE CATEGORY	C-N[1]	C-C[5]	C-G	C-P	CBD	MUE[20]	MUC-1	MUC[28]	MUE 1 and 2[28]	MUR 1 and 2[28]
Entertainment-Oriented										
- Major Event Entertainment	N	N	C	N	C	N	C	C	N	N
- Outdoor Entertainment	N	N	P	R[15]	P	N	N	C	N	N
- Indoor Entertainment	P	P	P	P	P	P	P	P	P	N
- Adult Entertainment	N	N	C	N	C	N	N	C	N	N
General Retail										
- Sales-Oriented	P	P[7]	P	R[16]	P	R[22]	R[25]	P	R[22]	R[34,35]
- Personal Services	P	P	P	P	P	R[22]	R[25]	P	R[22]	R[34,35]
- Repair-Oriented	P	P	P	N	P	R[22]	R[25]	R[22]	R[22]	N
- Bulk Sales	N	N	P	N	N	R[22]	R[25]	R[22]	R[22]	N
- Outdoor Sales	N	N	P	N	N	N	N	N	N	N
- Animal-Related	N	N	N	N	N	P	P	N	N	N
Motor Vehicle Related										
- Motor Vehicle Sales/Rental	N	N	P/C[12]	N	C	N	N	R[24]	R[24]	N
- Motor Vehicle Servicing/Repair	N	C[8]	P/C[12]	N	R[18]	R[22]	R[25]	N	N	N
- Vehicle Fuel Sales	C	C	C	N	C	N	C	C	C	N
Office	P	R[9]	P	P	P	P	P	P	P	R[34,35]
Self-Service Storage	N	N	C	N	N	N	N	N	N	N
Non-Accessory Parking	C	C	P	P	P	P	P	P	P	N
INDUSTRIAL										
Industrial Services	N	N	N	N	N	N	N	N	N	N
Manufacturing and Production										
- Light Industrial	N	N	N	N	N	R[23]	N	N	R[23]	N
- General Industrial	N	N	N	N	N	N	N	N	N	N
- Heavy Industrial	N	N	N	N	N	N	N	N	N	N
Railroad Yards	N	N	N	N	N	N	N	N	N	N
Research and Development	N	N	N	N	N	R[24]	R[24]	N	R[23]	N
Warehouse/Freight Movement	N	N	N	N	N	R[24]	N	N	R[23,24]	N
Waste-Related	N	N	N	N	N	N	N	N	N	N
Wholesale Sales	N	N	N	N	C	N	N	N	R[23,24]	N
OTHER										
Agriculture/Horticulture	N	N	N	N	N	N	N			
Cemeteries	N	N	N	N	N	N	N			

USE CATEGORY	C-N[1]	C-C[5]	C-G	C-P	CBD	MUE[20]	MUC-1	MUC[28]	MUE 1 and 2[28]	MUR 1 and 2[28]
Detention Facilities	N	N	C	N	C	N	N			
Heliports	N	N	C	C	C	N	N			
Mining	N	N	N	N	N	N	N			
Wireless Communication Facilities	P/R[3]	P/R[3]	P/R[3]	P/R[3]	P/R[3]	P/R[3]	P/R[27]			
Rail Lines/Utility Corridors	P	P	P	P	P	P	P			
Other	C[4]	C[10]	NA	NA	C[19]	NA	NA			

P=Permitted R=Restricted C=Conditional Use N=Not Permitted

[1] All permitted and conditional uses subject to special development standards contained in Section 18.520.050.A.
[2] Permitted subject to requirements Chapter 18.742.
[3] See Chapter 18.798 Wireless Communication Facilities, requirements for permitted and restricted facilities.
[4] Uses operating before 7:00 AM and/or after 10:00 PM are conditional uses.
[5] All permitted, limited and conditional uses must meet special development standards in Section18.520.050.B.
[6] Residential units permitted by right, as a mixed use in conjunction with a commercial development, on or above the second floor of the structure, at densities not to exceed 12 units/net acre.
[7] Limited to 10,000 gross square feet in size, except retail food and beverage outlets, which are limited to 40,000 gross square feet or less.
[8] Limited to motor vehicle cleaning only.
[9] When combined in single structure, each separate establishment shall not exceed 5,000 gross square feet.
[10] Uses operating before 6:00 AM and/or after 11:00 PM; or drive-up windows are conditional uses.
[11] A single-family unit providing that it is located on the same site with a permitted or conditional use in and is occupied exclusively by a caretaker or superintendent of the permitted or conditional use. Multi-family housing is permitted as part of a PD, subject to Chapter 18.350.
[12] Cleaning, sales and repair of motor vehicles and light equipment is permitted outright; sales and rental of heavy vehicles and farm equipment and/or storage of recreational vehicles and boats permitted conditionally.
[13] Multi-family residential units, developed at R-40 standards, as a mixed-use in conjunction with commercial development on or above the second floor of the structure, only in the C-P District within the Tigard Triangle and Bull Mountain Road district.
[14] Restaurant permitted with restriction in size in conjunction with and on the same parcel as a commercial lodging use.
[15] As accessory to offices or other permitted uses, the total space devoted to a combination of retail sales and eating/drinking establishments may not exceed more than 20% of the entire square footage within the development complex.
[16] May not exceed 10% of the total square footage within an office complex.
[17] Single-family attached and multi-family residential units, developed at R-40 standards, except the area bounded by Fanno Creek, Hall Boulevard, O'Mara, Ash Avenue and Hill Street, within which property zoned for CBD development which shall be designated R-12 PD and shall be developed as planned developments in conformance with the R-12 District standards.
[18] Motor vehicle cleaning only.
[19] Drive-up windows permitted conditionally
[20] All permitted and conditional uses subject to special development standards contained in Section18.520.050.C.
[21] Multi-family residential, at 25 units/gross acre, allowed outright. Pre-existing detached single-family dwellings are permitted outright.
[22] New Retail and sales uses may not exceed 60,000 gross leasable area per building within the Washington Square Regional Center or Tigard Triangle except for those areas zoned C-G at the time the MUE zoning district was adopted in the Tigard Triangle.
[23] All activities associated with this use, except employee and customer parking, shall be contained within buildings.
[24] Permitted as accessory to a permitted use as long as this use is contained within the same building as the permitted use, and does not exceed the floor area of the permitted use.
[25] Permitted provided the use is no larger then 60,000 square feet of gross floor area per building or business.
[26] Household living limited to single units, attached, and multi-family including but not limited to apartments, attached condominiums, townhouses and rowhouses at a minimum density of 25 dwelling units per acre and a maximum density of 50 dwelling units per acre.
[27] Wireless only as attached to structure within height limit, see Chapter 18.798.
[28] All Permitted and Conditional Uses subject to special development standards contained in 18.630
[29] Group living with five or fewer residents permitted by right; group living with six or more residents permitted as conditional use.
[30] Pre-existing housing units permitted. Conversion of pre-existing housing units to other uses is subject to the requirements of Chapter 18.630

[31] Permitted for pre-existing housing units, subject to requirements Chapter 18.710.

[32] Except water, storm and sanitary sewers, which are allowed by right.

[33] In-home day care which meets all state requirements permitted by right; freestanding day care centers which meet all state requirements permitted conditionally.

[34] This use is allowed only in mixed-use developments in the Washington Square Regional Center. Commercial uses shall occupy no more than 50% of the total floor area within the mixed-use development, and shall be permitted only when minimum residential densities are met. An exception to the requirement that commercial uses may be permitted only if residential minimum densities are met is provided for properties zoned commercial prior to implementation of the Washington Square Regional Center Plan (3/28/2002). The exempted properties are identified as assessor map number: 1S135AA-00400, 1S135AA-01400, 1S135AA-01900, 1S1AA-01901, 1S135DA-02000, 1S135AA-02500, 1S135AA-02600, 1S135AA-02700, 1S135DA-01900, and 1S1DA-02000. These parcels, or parcels created from these parcels, after the effective date of this ordinance, may be developed as a solely commercial use with a use permitted in the MUR-1 or MUR-2 zones.

[35] The maximum building footprint size permitted for any building occupied entirely by a commercial use or uses shall be 7,500 square feet. An exception to the limit on the size of a building occupied by commercial uses is provided for properties zoned commercial prior to implementation of the Washington Square Regional Center Plan (3/28/2002). The exempted properties are identified as assessor map number: 1S135AA-00400, 1S135AA-01400, 1S135AA-01900, 1S1AA-01901, 1S135DA-02000, 1S135AA-02500, 1S135AA-02600, 1S135AA-02700, 1S135DA-01900, and 1S1DA-02000. On these parcels, or parcels created from these parcels, after the effective date of this ordinance, a commercial development is not limited to a specific square footage, however, all other dimensional standards of the MUR-1 and MUR-2 zoning district apply which may limit the ultimate size of commercial development.

(Ord. 02-32)

18.520.040 Development Standards

A. Compliance required. All development must comply with:

1. All of the applicable development standards contained in the underlying zoning district, except where the applicant has obtained variances or adjustments in accordance with Chapters 18,310 and 18.320;

2. All other applicable standards and requirements contained in this title.

B. Development standards. Development standards in commercial zoning districts are contained in Table 18.520.2 below:

TABLE 18.520.2
COMMERCIAL DEVELOPMENT STANDARDS

						CBD		MUE							
						RESIDENTIAL			R-25						
STANDARD	C-N	C-C[9]	C-G	C-P	CBD	R-40	R-12	C-G	MF DU*	MUC -1	MUC [17][18]	MUE 1 [17][18]	MUE 2 [17][18]	MUR 1 [17][18]	MUR 2 [17][18]
Minimum Lot Size	5,000 sq ft	5,000 sq ft	None	6,000 sq ft	None	None	None	None	-	None	None	None	None	None	None
- Detached unit	-	-	-	-	-	-	-	-	1,480 sq ft	-	-	-	-	-	-
- Boarding, lodging, rooming house	-	-	-	-	-	-	-	-	6,100 sq ft	-	-	-	-	-	-
Minimum Lot Width	50 ft	50 ft	50 ft	50 ft	None	None	None	50 ft	None	None	None	None	None	None	None
Minimum Setbacks															
- Front yard	20 ft	0/20 ft [10]	0 ft [11]	0 ft [14]	0/30 ft [12]	20 ft	20 ft	0 ft [11]	20 ft	∇	0 ft[19]	0 ft[21]	0 ft[21]	0 ft[21]	10 ft[21]
- Side facing street on corner & through lots [1]	20 ft	-	-	-	0/30 ft [12]	20 ft	20 ft	-	20 ft	∇	0 ft[19]	0 ft[21]	0 ft[21]	5 ft[21]	10 ft[21]
- Side yard	0/20 ft [8]	0/20 ft [8]	0/20 ft [8]	0/20 ft [8]	0/30 ft [12]	10 ft [14]	10 ft [14]	0/20 ft [8]	10 ft	∇	0 ft[19][20]	0 ft[20]	0 ft[20]	0 ft[20]	0 ft[20]
- Side or rear yard abutting more restrictive zoning district	-	-	-	-	-	-	-	-	30 ft	∇	-	-	-	-	-
- Rear yard	0/20 ft [8]	0/20 ft [8]	0/20 ft [8]	0/20 ft [8]	0/30 ft [12]	20 ft [14]	20 ft [14]	0/20 ft [8]	20 ft	∇	0 ft[19][20]	0 ft[20]	0 ft[20]	0 ft[20][22]	0 ft[20][22]
- Distance between front of garage & property line abutting a public or private street.	-	-	-	-	-	20 ft	20 ft	-	20 ft	∇	N/A	N/A	N/A	N/A	N/A
Minimum Building Height	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2 stories	2 stories	None	2 stories	None
Maximum Building Height	35 ft	35 ft	45 ft	45 ft	80 ft [13]	60 ft	60 ft	45 ft	45 ft	70 ft	200 ft	200 ft	60 ft	75 ft	45 ft
Maximum Site Coverage [2]	85 %	80 %	85 %	85 %	85%	80 %	80 %	85 %	80 % [16]	90%	85%	85%	85%	80%	80%
Minimum Landscape Requirement	15 %	20 %	15 %	15 %	15%	20 %	20 % [15]	15 %	20 %	10%	15%	15%	15%	20%	20%
Minimum FAR [3]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.25	1.25	0.6	0.6	0.3
Minimum Residential Density [4][5][6]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50 unit/acre	50 unit/acre	25 unit/acre	50 unit/acre	25 unit/acre
Maximum Residential Density [4][5][6][7]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	None	None	50 unit/acre	None	50 unit/acre

∇ = See 18.640.050.B

[1] The provisions of Chapter 18.795 (Vision Clearance) must be satisfied.
[2] Includes all buildings and impervious surfaces.
[3] Applies to all non-residential building development and mixed use development which includes a residential component. In mixed use development, residential floor area is included in the calculations of floor area ratio to determine conformance with minimum FAR.

[4] Notwithstanding the requirements of Section 18.715.020, minimum and maximum density shall be determined for residential only projects using the number of residential units per acre shown in the above table. The provisions for density transfer described in Section 18.715.030.B apply, using the minimum and maximum density shown in the above table. Any mixed-use or commercial only development does not have a minimum density requirement.

[5] For purposes of determining floor area ratio and residential densities, the net development area shall be uses to establish the lot area, determined per Section 18.715.020.A.

[6] Adjustments to minimum density in the Washington Square Regional center area subject to the standards set forth in Section 18.630.020.E.

[7] The maximum density requirements for developments that include or abut designated Water Resources Overlay district Riparian setbacks per Chapter 18.797 are described in Section 18.630.020.D.

[8] No setback shall be required except 20 feet shall be required where the zone abuts a residential zoning district.

[9] See Section 18.520.050.B for site and building design standards.

[10] No front yard setback shall be required, except a 20 foot front yard setback shall apply within 50 feet of a residential district.

[11] There shall be no minimum front yard setback requirement; however, conditions in Chapters 18.745 and 18.795 must be met.

[12] There are no setback requirements, except 30 feet where a commercial use within a district abuts a residential zoning district.

[13] The maximum height of any building in the CBD zone within 100 feet of any residential zoning district shall not exceed 40 feet.

[14] Where the side or rear yard of attached or multiple-family dwellings abut a more restrictive zoning district, such setbacks shall not be less than 35 feet.

[15] Landscaped areas on existing developed property in the CBD shall be retained. Buffering and screening requirements set forth in Chapter 18.745 shall be met for existing and new development.

[16] Lot coverage includes all buildings and impervious surfaces.

[17] Modifications to dimensional and minimum density requirements for developments that include or abut designated Water Resources Overlay District Riparian setbacks per Chapter 18.797 are described in Section 18.630.040.F.

[18] The requirements contained in the Buffer Matrices in Tables 18.745.1 and 18.745.2 shall be used in calculating widths of buffering/screening and required improvement s to be installed between proposed uses in the MUC, MUE and MUR zones within the Washington Square Regional Center (WSRC) and abutting zoning districts not included within the WSRC, or zoning districts within the WSRC which are not mixed-use. For MUC and MUE zones, the requirements for Commercial Zones apply. For MUR zones, the requirements for the Neighborhood Commercial Zone apply.

[19] For Commercial and Mixed-use developments, the maximum front and street side yard setback is 10 feet. For Residential only developments, the maximum front and street side yard setback is 20 feet.

[20] Side and rear yard setbacks shall be 20 feet when the zone abuts residential districts shown in Section 18.510.020 except R-25 and R-40.

[21] The maximum setback is 20 feet.

[22] The maximum setback is 10 feet.

*Multiple-family dwelling unit

C-N - Neighborhood Commercial District
C-C - Community Commercial District
C-G - General Commercial District
C-P - Professional/Administrative Office Commercial
CBD - Central Business District

MUC 1 - Mixed Use Commercial
MUC - Mixed Use Commercial
MUE 1 – Mixed Use Employment/High Density
MUE 2 – Mixed Use Employment/Medium Density
MUR 1 – Mixed Use Residential/High Density
MUR 2 – Mixed Use Residential/Medium Density

D. In the MUC-1 zone. In addition to the standards of this Chapter, development in the MUC-1 zone is subject to Chapter 18.640 and an Intergovernmental Agreement between the cities of Tigard and Tualatin.

E. In the MUC, MUE-1, MUE-2, MUR-1 and MUR-2 zones. Within the Washington Square Regional Center, the standards of Chapter 18.630 shall also apply.

18.520.060 Additional Development and Design Guidelines

A. Development/design guidelines in the C-C zone.

1. The following design guidelines are strongly encouraged for developments within the C-C district. Conditions of approval of the development plan may include, but are not limited to, any of the site and building design guidelines deemed appropriate to be mandatory.

   a. Building design guidelines:

      (1) The design of buildings within a community commercial development should incorporate elements such as special architectural details, distinctive color schemes, special art and other features, which are sensitive to and enhance the surrounding area and serve to distinguish the complex from other retail complexes in the city;

      (2) All buildings within a multi-building complex should achieve a unity of design through the use of similar architectural elements, such as roof form, exterior building materials, colors and window pattern;

      (3) Individual buildings should incorporate similar design elements, such as surface materials, color, roof treatment, windows and doors, on all sides of the building to achieve a unity of design. The sides of a building which face toward a public street should include public entrances to the building and windows to provide visual access to the activity within the building. The sides of a building which face toward an adjoining property, but not toward a public street, should include elements such as windows, doors, color, texture, landscaping or wall treatment to provide visual interest and prevent the development of a long continuous blank wall.

   b. General site design guidelines: Loading areas should not be located on the side of a building which faces toward a residential use. Loading areas, if located between the building and the street, should be oriented away from the street and should be screened to minimize views of the loading area from the street and sidewalk.

2. Design standards: The following mandatory design standards apply within the community commercial district:

   a. Internal Walkways.

      (1) Walkways, eight feet minimum width, shall be provided from the public sidewalk or right-of-way to the building(s). At a minimum, walkways shall be located to connect focus points of pedestrian activity such as transit stops and street crossings to the major building entry points;

Chapter 18.630
WASHINGTON SQUARE REGIONAL CENTER DESIGN STANDARDS

Sections:

18.630.010 Purpose and Applicability
18.630.020 Development Standards
18.630.030 Pre-existing Uses
18.630.040 Street Connectivity
18.630.050 Site Design Standards
18.630.060 Building Design Standards
18.630.070 Signs
18.630.080 Entry Portals
18.630.090 Landscaping and Screening
18.630.100 Street and Accessway Standards
18.630.110 Design Evaluation

18.630.010 Purpose and Applicability

A. Purpose.

1. This Chapter will implement the vision, concepts and principles contained in the *Washington Square Regional Center Plan*, ***and the recommendations contained in the Phase II Implementation Plan Summary Report***, prepared by a Task Force appointed by the City of Tigard.

2. Metro's Regional Urban Growth Management Functional Plan target growth capacity for the Washington Square Regional Center will be met by permitting mixed use development within the Regional Center at densities appropriate for an urban center.

3. A mixed use Regional Center will contain a variety of districts that vary in scale, predominant use, and character. Distinct districts, connected to each other and to the rest of the region by a multi-modal transportation system, will provide a range of working, living and shopping opportunities.

4. Improved multi-modal transportation links, higher densities, variety of land uses, and enhanced environmental qualities will all contribute to create a desirable, livable community in the face of dramatic population and employment growth.

5. New mixed-use zoning districts, along with existing residential zoning districts in established areas, are appropriate for the Regional Center.

B. Design principles. Design standards for public street improvements and for new development and renovation projects have been prepared for the Washington Square Regional Center. These design standards address several important guiding principals adopted for the Washington Square Regional Center, including creating a high-quality mixed use area, providing a convenient pedestrian and bikeway system, and utilizing streetscape to create a high quality image for the area.

C. Development conformance. All new developments, including remodeling and renovation projects resulting in new non single family residential uses, are expected to contribute to the character and

quality of the area. In addition to meeting the design standards described below and other development standards required by the Development and Building Codes, developments will be required to dedicate and improve public streets, connect to public facilities such as sanitary sewer, water and storm drainage, and participate in funding future transportation and public improvement projects necessary within the Washington Square Regional Center.

D. Permitted and Conditional Uses. Permitted and Conditional uses are those uses permitted outright, with restrictions, or conditionally within the MUC, MUE 1, MUE 2, MUR 1 or MUR2 zones pursuant to Section 18.520.030.

E. Conflicting standards. The following design standards apply to all development located within the Washington Square Regional Center within the MUC, MUE and MUR zones. If a standard found in this section conflicts with another standard in the Development Code, standards in this section shall govern.

18.630.020 Development Standards

A. Compliance Required. All development must comply with:

1. All applicable development standards contained in the underlying zoning district, except where the applicant has obtained variances or adjustments in accordance with Chapters 18.370, and Sub-Sections C through E of this Section;

2. All other applicable standards and requirements contained in this title.

B. Development Standards. Development standards which apply within mixed-use zones in the Washington Square Regional Center are contained in Table 18.520.2. Existing developments which do not meet the standards specified for a particular district may continue in existence and be altered subject to the provisions of Section 18.630.030.

C. Phasing of Development Standards. Projects may use the Site Development Review process (Chapter 18.360) to develop a site by phasing compliance with the development standards established in this Chapter. Such projects must demonstrate how future development of the site, to the minimum development standards established in this Chapter or greater, can be achieved at ultimate build out of the site. The Planning Director may waive or modify the approval period (Section 18.360.030.C) and phased development time schedule (Section 18.360.030.E.1) for projects approved under this section. If a time period greater than that specified in Section 18.360.030.C is necessary, it must be requested at the time of original application with a detailed time line for completion.

D. Density Requirements for Developments Including or Abutting Riparian Setback. Notwithstanding the density requirements in Table 18.520.2, the maximum residential density and mixed-use and non-residential floor area ratio for developments that include or abut Riparian Setbacks shall be no greater than 110 percent of the minimum residential density and floor area ratios in all Mixed Use Zones, except when the following are met:

1. Wetlands within the development are expanded or enhanced in conformance with the Oregon Division of State Lands Wetlands Restoration and Enhancement Program, and if applicable;

2. Fish Habitat within the development is enhanced in conformance with the Oregon Division of State Lands Fish Habitat Enhancement Program, and if applicable;

3. The overall flood storage capacity of the 100-year floodplain within the development is increased by 10 percent.

If the enhancements described above are approved, or if enhancements are already in existence, the maximum residential density standards shown in Table 18.520 and no maximum floor area ratio standards for mixed use and non-residential developments shall apply.

E. Adjustments to Density Requirements in the Washington Square Regional Center. The density requirements shown in Table 18.520.2 are designed to implement the goals and policies of the Comprehensive Plan. These requirements apply throughout the Washington Square Regional Center zoning districts, but the City recognizes that some sites are difficult to develop or redevelop in compliance with these requirements. The adjustment process provides a mechanism by which the minimum density requirements may be reduced by up to twenty-five percent (25%) of the original requirement if the proposed development continues to meet the intended purpose of the requirement and findings are made that all approval criteria are met. Adjustment reviews provide flexibility for unusual situations and allow for alternative ways to meet the purpose of the code.

1. Approval criteria. Adjustment requests will be approved if the review body finds that the applicant has shown that approval criteria a through d below, are met:

   a. Granting the adjustment will equally or better meet the purpose of the regulation to be modified;

   b. The proposal will be consistent with the desired character of the area;

   c. If more than one adjustment is being requested, the cumulative effect of the adjustments results in a project which is still consistent with the overall purpose of the zone;

   d. Any impacts resulting from the adjustment are mitigated to the maximum extent possible.

2. Procedure. Requests for an adjustment are processed as a Type I application, along with the development proposal for which the application has been filed.

3. Ineligible regulations. Adjustments are prohibited for the following items:

   a. To allow a primary or accessory use that is not allowed by the regulations;

   b. As an exception to any restrictions on uses or development which contain the words "prohibited" or "not allowed";

   c. As an exception to a qualifying situation for a regulation, such as zones allowed or items being limited to new development;

   d. As an exception to a definition or classification;

   e. As an exception to the procedural steps of a procedure or to change assigned procedures.

F. Modifications to Dimensional and Minimum Density Requirements for Developments That Include or Abut Designated Water Resources Overlay District Riparian Setbacks. Notwithstanding the dimensional and minimum density requirements in Table 18.520.2, the minimum and maximum dimensional requirements and the minimum residential density and mixed-use and non-residential floor area ratio for developments that include or abut Riparian Setbacks shall be subject to modification when modification is necessary to assure that environmental impacts are minimized. Modification reviews provide flexibility for unusual situations and allow for alternative ways to meet the purpose of the code, while assuring potential environmental impacts are minimized.

1. Approval criteria. Modification requests will be approved if the review body finds that the applicant has shown that approval criteria a through d below, are met:

   a. Evidence is provided that the modification(s) are necessary in order to secure approval under any of the following applicable regulations: Federal Endangered Species Act, National Pollutant Discharge Elimination System Permit, Section 404 or 401 of the Federal Clean Water Act, and Oregon Removal-Fill Law;

   b. The proposal will be consistent with the desired character of the area as specified in the Plan;

   c. If more than one modification is being requested, the cumulative effect of the modifications results in a project that is still consistent with the overall purpose of the zone;

   d. The modification(s) proposed are the minimum required to grant the applicable permit(s) listed in criteria a.

2. Procedure. Requests for a modification are processed as a Type II procedure along with the development proposal for which the application has been filed.

3. Eligible regulations. Modifications are only available for the dimensional requirements and minimum density requirements shown on Table 18.520.2 and do not circumvent or supercede any local, regional, state or federal requirements in regards to natural resources.

18.630.030 Pre-Existing Uses and Developments within the Washington Square Regional Center Mixed Use Districts

A. Applicability. Pre-existing housing units in mixed use districts are permitted. Conversion of pre-existing housing units to other uses is subject to the requirements of this Chapter. Notwithstanding the provisions of Section 18.760.040, uses prohibited and structures that would be nonconforming in any of the Regional Center Mixed Use zoning districts that were lawfully in existence at the time of adoption of the Regional Center Mixed Use districts are considered to be approved uses and structures. However, future additions, expansions, or enlargements to such uses or structures, shall be limited to the property area and use lawfully in existence at the time of adoption of this ordinance, February 22, 2002.

1. An addition, expansion, or enlargement of such lawfully preexisting uses and structures up to twenty (20%) of the gross floor area lawfully in existence at the time of adoption of this ordinance will be allowed provided the applicant of such proposed addition, expansion or enlargement demonstrates substantial compliance with all appropriate development standards in this code, or that the applicant demonstrates that the purposes of applicable development standards are addressed to the extent that the proposed addition, expansion or enlargement allows.

2. All additions, expansions, or enlargements of existing uses or structures that take place after using the 20 percent addition, expansion, or enlargement exception shall be in conformance with the development standards of this code. Projects may use the site development review process (Chapter 18.360) to develop a site by phasing compliance with the development standards established in this chapter per Section 18.630.020.C.

3. If a pre-existing use is destroyed by fire, earthquake or other act of God, then the use will retain its pre-existing status under this provision so long as it is substantially reestablished within three (3) years of the date of the loss. The reestablished use shall be in conformance with the development standards of this code. Projects may use the site development review process (Chapter 18.360) to develop a site by phasing compliance with the development standards established in this chapter per Section 18.630.020.C.

18.630.040 Street Connectivity

A. Purpose. The standards provide a way for creating continuity and connectivity within the Washington Square Regional Center (WSRC). They provide incremental street and accessway development that is consistent with WSRC needs and regional and state planning principles for connectivity. The primary objective is to create a balanced, connected transportation system that distributes trips within the WSRC on a variety of streets.

B. Demonstration of standards. All development must demonstrate how one of the following standard options will be met. Variance of these standards may be approved per the requirements of Section 18.370.010 where topography, barriers such as railroads or freeways, or environmental constraints such as major streams and rivers prevent street extensions and connections.

1. Design Option.

   a. Local street spacing shall provide public street connections at intervals of no more than 530 feet.

   b. Bike and pedestrian connections on public easements or right-of-way shall be provided at intervals of no more that 330 feet.

2. Performance Option.

   a. Local street spacing shall occur at intervals of no less than eight street intersections per mile.

   b. The shortest vehicle trip over public streets from a major building entrance to a collector or greater facility is no more than twice the straight-line distance.

   c. The shortest pedestrian trip on public right-of-way from a major building entrance to a collector or greater facility is no more than one and one-half the straight-line distance.

18.630.050 Site Design Standards

A. Compliance. All development must meet the following site design standards. If a parcel is one acre or larger a phased development plan may be approved demonstrating how these standards for the overall parcel can be met. Variance to these standards may be granted if the criteria found in Section 18.370.010.C.2, governing criteria for granting a variance, is satisfied.

1. Building placement on Major and Minor Arterials.

   a. Purpose. Architecture helps define the character and quality of a street and can make a strong statement about the overall community and city at large. The placement and design of buildings provides the framework for the streetscape and defines the edges of the public right-of-way. Architecture and ground floor uses can activate the street, either by its design presence or by those who come and go from it. At intersections, investing in building frontages can create gateways and special places that add to the character of the area.

   b. Standard. Buildings shall occupy a minimum of 50% of all street frontages along major and minor arterial streets. Buildings shall be located at public street intersections on major and minor arterial streets.

2. Building setback.

   a. Purpose. Buildings and investment in architecture is most conspicuous when it is visible from the street. The presence of buildings closely sited at the edge of the right-of-way creates an envelope for the street and a sense of permanence.

   b. Standard. The minimum and maximum building setback from public street rights-of-way shall be in accordance with Table 18.520.2.

3. Front yard setback design.

   a. Purpose. The front yard is the most conspicuous face of a building and requires special attention. Places for people and pedestrian movement helps create an active and safer street. Higher level of landscape anticipates a more immediate visual result.

   b. Standard. For setbacks greater than 0 feet, landscaping, an arcade, or a hard-surfaced expansion of the pedestrian path must be provided between a structure and a public street or accessway. If a building abuts more than one street, the required improvements shall be provided on all streets. Landscaping shall be developed to an L-1 standard on public streets and an L-2 standard on accessways. Hard-surfaced areas shall be constructed with scored concrete or modular paving materials. Benches and other street furnishings are encouraged. These areas shall contribute to the minimum landscaping requirement per Section 18.520.040.B and Table 18.520.2.

4. Walkway connection to building entrances.

   a. Purpose. As density increases and employee and resident populations increase, it is expected that more people will move between businesses within the WSRC. Provisions should be made to encourage people to walk from business to business, and housing to business rather than use automobiles.

   b. Standard. A walkway connection is required between a building's entrance and a public street or accessway. This walkway must be at least six feet wide and be paved with scored concrete or modular paving materials. Building entrances at a corner adjacent to a public street intersection are required. These areas shall contribute to the minimum landscaping requirement per Section 18.520.040.B and Table 18.520.2.

5. Parking location and landscape design.

   a. Purpose. The emphasis on pedestrian access and a high quality streetscape experience requires that private parking lots that abut public streets should not be the predominant street feature. Where parking does abut public streets, high quality landscaping should screen parking from adjacent pedestrian areas.

   b. Standard. Parking for buildings or phases adjacent to public street rights-of-way must be located to the side or rear of newly constructed buildings. When buildings or phases are adjacent to more than one public street, primary street(s) shall be identified by the City where this requirement applies. In general, streets with higher functional classification will be identified as primary streets unless specific design or access factors favor another street. If located on the side, parking is limited to 50% of the primary street frontage and must be behind a landscaped area constructed to an L-1 landscape standard. The minimum depth of the L-1 landscaped area is five feet or is equal to the building setback, whichever is greater. Interior side and rear yards shall be landscaped to a L-2 landscape standard, except where a side yard abuts a public street, where it shall be landscaped to an L-1 landscape standard.

18.630.060 Building Design Standards

A. All new buildings constructed in the MUC, MUE and MUR zones within the WSRC shall comply with the following design standards. Variance to these standards may be granted if the criteria found in Section 18.370.010.C.2, criteria for granting a variance, is satisfied.

   1. Ground floor windows.

      a. Purpose. Blank walls along the street frontage tend to be neglected, and are not pedestrian friendly. Windows help keep "eyes on the street" which promotes safety and security, and can help create a lively street frontage by displaying activities and products within the building. Lighting at night from ground floor windows also adds to the presence of activity and the sense that someone is home.

      b. Standard. All street-facing elevations within the Building Setback (0 to 10 feet) along public streets shall include a minimum of 50% of the ground floor wall area with windows, display areas or doorway openings. The ground floor wall area shall be measured from three feet above grade to nine feet above grade the entire width of the street-facing elevation. The ground floor window requirement shall be met within the ground floor wall area and for glass doorway openings to ground level. Up to 50% of the ground floor window requirement may be met on an adjoining elevation as long as the entire requirement is located at a building corner.

   2. Building facades.

      a. Purpose. Straight, continuous, unarticulated walls lack interest, character and personality. The standard provides minimum criteria for creating a diverse and interesting streetscape.

      b. Standard. Facades that face a public street shall extend no more than 50 feet without providing at least one of the following features: (1) a variation in building materials; (2) a building off-set of at least 1 foot; (3) a wall area that is entirely separated from other wall areas by a projection, such as an arcade; or (4) by another design features that reflect the

building's structural system. No building facade shall extend for more than 300 feet without a pedestrian connection between or through the building.

3. Weather protection.

   a. Purpose. Weather protection is encouraged to create a better year-round pedestrian environment and to provide incentive for people to walk rather than drive.

   b. Standard. Weather protection for pedestrians, such as awnings, canopies, and arcades, shall be provided at building entrances. Weather protection is encouraged along building frontages abutting a public sidewalk or a hard-surfaced expansion of a sidewalk, and along building frontages between a building entrance and a public street or accessway.

4. Building Materials.

   a. Purpose. High quality construction and building materials suggest a level of permanence and stature appropriate to a Regional Center.

   b. Standard. Plain concrete block, plain concrete, corrugated metal, plywood, sheet press board or vinyl siding may not be used as exterior finish materials. Foundation material may be plain concrete or plain concrete block where the foundation material is not revealed for more than 2 feet.

5. Roofs and roof lines.

   a. Purpose. Roof line systems that blur the line between the roof and the walls of buildings should be avoided. This standard simply states that roofing materials should be used on the roof and that wall finish materials should be use on building walls. The premise is that future buildings in the WSRC should have a look of permanence and quality.

   b. Standard. Except in the case of a building entrance feature, roofs shall be designed as an extension of the primary materials used for the building and should respect the building's structural system and architectural style. False fronts and false roofs are not permitted.

6. Roof-mounted equipment.

   a. Purpose. Roof top equipment, if not screened properly, can detract from views of adjacent properties. Also roofs and roof mounted equipment can be the predominant view where buildings are down slope from public streets.

   b. Standard. All roof-mounted equipment must be screened from view from adjacent public streets. Satellite dishes and other communication equipment must be set back or positioned on a roof so that exposure from adjacent public streets is minimized. Solar heating panels are exempt from this standard.

18.630.070 Signs

A. Sign standards. In addition to the requirements of Chapter 18.780 of the Development Code the following standards shall be met:

1. Zoning district regulations. Residential only developments within the MUC, MUE and MUR zones shall meet the sign requirements for the R-40 zone, Section 18.780.130.B; non-residential developments within the MUC zone shall meet the sign requirements for the commercial zones, Section 18.780.130.C; non-residential development within the MUE zone shall meet the sign requirements of the C-P zone, Section 18.780.130.D and non-residential development within the MUR zones shall meet the sign requirements of the C-N zone, Section 18.780.130.E.

2. Sign area limits. The maximum sign area limits found in Section 18.780.130 shall not be exceeded. No area limit increases will be permitted.

3. Height limits. The maximum height limit for all signs except wall signs shall be 10 feet. Wall signs shall not extend above the roofline of the wall on which the sign is located. No height increases will be permitted.

4. Sign location. Freestanding signs within the Washington Square Regional Center shall not be permitted within required L-1 landscape areas.

18.630.080 Entry Portals

A. Required locations. (Reserved)

18.630.090 Landscaping and Screening

A. Applicable levels. Two levels of landscaping and screening standards are applicable. The locations were the landscaping or screening is required and the depth of the landscaping or screening are defined in other sub-sections of this section. These standards are minimum requirements. Higher standards may be substituted as long as all height limitations are met.

1. L-1 Low Screen. For general landscaping of landscaped and screened areas within parking lots and along local collectors and local streets, planting standards of Chapter 18.745 Landscaping and Screening, shall apply. In addition the L-1 standard applies to setbacks on major and minor arterials, and where parking lots abut public streets. Where the setback is a minimum of 5 feet between the parking lot and a street, trees shall be planted at 3½ inch caliper, at a maximum of 28 feet on center. Shrubs shall be of a variety that will provide a 3 foot high screen and a 90% opacity within one year. Groundcover plants must fully cover the remainder of landscape area within two years.

2. L-2 General Landscaping. For general landscaping of landscaped and screened areas within parking lots, and along local collectors and local streets, planting standards of Chapter 18.745, Landscaping and Screening, shall apply. In addition, trees shall be provided at a minimum 2½ inch caliper, at a maximum spacing of 28 feet. Shrubs shall be of a size and quality to achieve the required landscaping or screening effect within two years.

18.630.100 Street and Accessway Standards

A. Functional Classifications and Street Sections. The Recommended Roadway Functional Classification Map and Street Cross Sections in the Washington Square Regional Center Plan shall govern the improvement and construction of major streets within the Washington Square Regional Center.

18.630.110 Design Evaluation

The provisions of Section 18.620.090, Design Evaluation, apply within the Washington Square Regional Center.■

18.700: SPECIFIC DEVELOPMENT STANDARDS
LEGISLATIVE NOTES

This section contains all of the chapters from the existing code which have contain development standards for specific uses or activities above and beyond those required for uses in the underlying district zoning district. Theses are arranged in alphabetical order to facilitate use.

There are two generic changes reflected throughout the chapters in this section:

- List of detailed requirements for site plans and related submission requirements have been removed from the text of the code to be replaced by hand-outs available from the planning staff. There are nearly 20 places in the current code where these requirements appear. The planning staff argues that this information is often duplicative, takes up a substantial amount of space and requires a legislative text change for even minor modifications. To protect applicants from the establishment of arbitrary submission requirements, the Director is not permitted to modify the hand-outs summarizing submission requirements more than once a year; see Section 18.390.

- All detailed information about permits and other land use actions have been consolidated in 18.300, Land Use Decisions. This includes information about generic process types (I-IV) contained in Chapter 18.390, and information about specific conditions of approval and related information in Chapters 18.320 - 18.385. This information is cross-referenced in the Chapters in 18.700. A typical cross-reference reads as follows: "The permit for the removal of a tree shall be processed by means of a Type I procedure, as governed by Chapter 18.390 [Decision-making Procedures], using approval criteria contained in Section 18.385.060 [Miscellaneous Permits]." (Section 18.790.050A)

Other than these generic changes, several of these chapters are virtually the same as the text in the existing code, as it has been determined that the current regulations are adequate. They have merely been re-formatted and appropriately edited for grammar and readability. These chapters include:

- 18.705: Access, Egress and Circulation (existing 18.108)
- 18.725: Environmental Performance Standards (existing 18.90)
- 18.740: Historic Overlay (existing 18.82)
- 18.742 Home Occupations (existing 18.142)
- 18.750: Manufactured/Mobile Home Regulations (existing 18.94)
- 18.755: Mixed Solid Waste and Recyclable Storage (existing 18.116)
- 18.775: Sensitive Lands (existing 18.84)
- 18.780: Signs (existing 18.114)
- 18.785: Temporary Uses (existing 18.140)
- 18.790: Tree Removal (existing 18.150)
- 18.795: Visual Clearance Areas (existing 18.102)

Several existing chapters have been moderately to significantly altered. A brief explanation of these changes is summarized below:

- <u>18.715: Density Computations</u> (existing 18.92):

  - Formula to calculate minimum density in residential zones has been added to Section 18.715.020;

  - Reference to residential density transition (18.92.020C) eliminated because this concept, which requires gradual tapering of densities on higher-density residentially-zoned parcels in "developing" areas which abut lower-density residentially-zoned parcels in "established" areas,

1. Satisfactory legal evidence shall be presented in the form of deeds, easements, leases or contracts to establish the joint use; and

2. Copies of the deeds, easements, leases or contracts are placed on permanent file with the City.

D. Public street access. All vehicular access and egress as required in Sections 18.705.030H and 18.705.030I shall connect directly with a public or private street approved by the City for public use and shall be maintained at the required standards on a continuous basis.

E. Curb cuts. Curb cuts shall be in accordance with Section 18.810.030N.

F. Required walkway location. On-site pedestrian walkways shall comply with the following standards:

1. Walkways shall extend from the ground floor entrances or from the ground floor landing of stairs, ramps, or elevators of all commercial, institutional, and industrial uses, to the streets which provide the required access and egress. Walkways shall provide convenient connections between buildings in multi-building commercial, institutional, and industrial complexes. Unless impractical, walkways shall be constructed between new and existing developments and neighboring developments;

2. Within all attached housing (except two-family dwellings) and multi-family developments, each residential dwelling shall be connected by walkway to the vehicular parking area, and common open space and recreation facilities;

3. Wherever required walkways cross vehicle access driveways or parking lots, such crossings shall be designed and located for pedestrian safety. Required walkways shall be physically separated from motor vehicle traffic and parking by either a minimum 6-inch vertical separation (curbed) or a minimum 3-foot horizontal separation, except that pedestrian crossings of traffic aisles are permitted for distances no greater than 36 feet if appropriate landscaping, pavement markings, or contrasting pavement materials are used. Walkways shall be a minimum of four feet in width, exclusive of vehicle overhangs and obstructions such as mailboxes, benches, bicycle racks, and sign posts, and shall be in compliance with ADA standards;

4. Required walkways shall be paved with hard surfaced materials such as concrete, asphalt, stone, brick, etc. Walkways may be required to be lighted and/or signed as needed for safety purposes. Soft-surfaced public use pathways may be provided only if such pathways are provided in addition to required pathways.

G. Inadequate or hazardous access.

1. Applications for building permits shall be referred to the Commission for review when, in the opinion of the Director, the access proposed:

a. Would cause or increase existing hazardous traffic conditions; or

b. Would provide inadequate access for emergency vehicles; or

c. Would in any other way cause hazardous conditions to exist which would constitute a clear and present danger to the public health, safety, and general welfare.

2. Direct individual access to arterial or collector streets from single-family dwellings and duplex lots shall be discouraged. Direct access to collector or arterial streets shall be considered only if there is no practical alternative way to access the site. If direct access is permitted by the City, the applicant will be required to mitigate for any safety or neighborhood traffic management (NTM) impacts deemed applicable by the City Engineer. This may include, but will not be limited to, the construction of a vehicle turnaround on the site to eliminate the need for a vehicle to back out onto the roadway.

3. In no case shall the design of the service drive or drives require or facilitate the backward movement or other maneuvering of a vehicle within a street, other than an alley. Single-family and duplex dwellings are exempt from this requirement.

H. Access Management

1. An access report shall be submitted with all new development proposals which verifies design of driveways and streets are safe by meeting adequate stacking needs, sight distance and deceleration standards as set by ODOT, Washington County, the City and AASHTO (depending on jurisdiction of facility.)

2. Driveways shall not be permitted to be placed in the influence area of collector or arterial street intersections. Influence area of intersections is that area where queues of traffic commonly form on approach to an intersection. The minimum driveway setback from a collector or arterial street intersection shall be 150 feet, measured from the right-of-way line of the intersecting street to the throat of the proposed driveway. The setback may be greater depending upon the influence area, as determined from City Engineer review of a traffic impact report submitted by the applicant's traffic engineer. In a case where a project has less than 150 feet of street frontage, the applicant must explore any option for shared access with the adjacent parcel. If shared access is not possible or practical, the driveway shall be placed as far from the intersection as possible.

3. The minimum spacing of driveways and streets along a collector shall be 200 feet. The minimum spacing of driveways and streets along an arterial shall be 600 feet.

4. The minimum spacing of local streets along a local street shall be 125 feet.

I. <u>Minimum access requirements for residential use.</u>

1. Vehicular access and egress for single-family, duplex or attached single-family dwelling units on individual lots and multi-family residential uses shall not be less than as provided in Table 18.705.1 and Table 18.705.2;

1. Vehicle access, egress and circulation for commercial and industrial use shall not be less than 21 as provided in Table 18.705.3;

TABLE 18.705.3
VEHICULAR ACCESS/EGRESS REQUIREMENTS:
COMMERCIAL AND INDUSTRIAL USES

Required Parking Spaces	Minimum Number of Driveways Required	Minimum Access Width	Minimum Pavement
0-99	1	30'	24' curbs required
100+	2 or 1	30' 50'	24' curbs required 40' curbs required

Chapter 18.745
LANDSCAPING AND SCREENING

Sections:

18.745.010 Purpose
18.745.020 Applicability
18.745.030 General Provisions
18.745.040 Street Trees
18.745.050 Buffering and Screening
18.745.060 Re-vegetation

18.745.010 Purpose

A. Purpose. The purpose of this chapter is to establish standards for landscaping, buffering, and screening of land use within Tigard in order to enhance the aesthetic environmental quality of the City:

1. By protecting existing street trees and requiring the planting of street trees in new developments;

2. By using plant materials as a unifying element;

3. By using planting materials to define spaces and articulate the uses of specific areas; and

4. By using trees and other landscaping materials to mitigate the effects of the sun, wind, noise and lack of privacy by the provision of buffering and screening.

18.745.020 Applicability

A. Applicability. The provisions of this chapter shall apply to all development including the construction of new structures, remodeling of existing structures where the landscaping is nonconforming (Section 18.760.040.C), and to a change of use which results in the need for increased on-site parking or loading requirements or which changes the access requirements.

B. When site development review does not apply. Where the provisions of Chapter 18.360, Site Development Review, do not apply, the Director shall approve, approve with conditions, or deny a plan submitted under the provisions of this chapter by means of a Type I procedure, as governed by Section 18.390.030, using the applicable standards in this chapter.

C. Site plan requirements. The applicant shall submit a site plan. The Director shall provide the applicant with detailed information about this submission requirement.

18.745.030 General Provisions

A. Obligation to maintain. Unless otherwise provided by the lease agreement, the owner, tenant and his agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping and screening which shall be maintained in good condition so as to present a healthy, neat and orderly appearance, shall be replaced or repaired as necessary, and shall be kept free from refuse and debris.

B. Pruning required. All plant growth in landscaped areas of developments shall be controlled by pruning, trimming or otherwise so that:

1. It will not interfere with the maintenance or repair of any public utility;

2. It will not restrict pedestrian or vehicular access; and

3. It will not constitute a traffic hazard because of reduced visibility.

C. Installation requirements. The installation of all landscaping shall be as follows:

1. All landscaping shall be installed according to accepted planting procedures;

2. The plant materials shall be of high grade, and shall meet the size and grading standards of the American Standards for Nurberg Stock (ANSI Z60, 1-1986, and any future revisions); and

3. Landscaping shall be installed in accordance with the provisions of this title.

D. Certificate of Occupancy. Certificates of occupancy shall not be issued unless the landscaping requirements have been met or other arrangements have been made and approved by the City such as the posting of a bond.

E. Protection of existing vegetation. Existing vegetation on a site shall be protected as much as possible:

1. The developer shall provide methods for the protection of existing vegetation to remain during the construction process; and

2. The plants to be saved shall be noted on the landscape plans (e.g., areas not to be disturbed can be fenced, as in snow fencing which can be placed around individual trees).

F. Care of landscaping along public rights-of-way. Appropriate methods for the care and maintenance of street trees and landscaping materials shall be provided by the owner of the property abutting the rights-of-way unless otherwise required for emergency conditions and the safety of the general public.

G. Conditions of approval of existing vegetation. The review procedures and standards for required landscaping and screening shall be specified in the conditions of approval during development review and in no instance shall be less than that required for conventional development.

H. Height restrictions abutting public rights-of-way. No trees, shrubs or plantings more than 18 inches in height shall be planted in the public right-of-way abutting roadways having no established curb and gutter.

18.745.040 Street Trees

A. Protection of existing vegetation. All development projects fronting on a public street, private street or a private driveway more than 100 feet in length approved after the adoption of this title shall be required to plant street trees in accordance with the standards in Section 18.745.040.C.

B. Street tree planting list. Certain trees can severely damage utilities, streets and sidewalks or can cause personal injury. Approval of any planting list shall be subject to review by the Director.

C. Size and spacing of street trees.

1. Landscaping in the front and exterior side yards shall include trees with a minimum caliper of two inches at four feet in height as specified in the requirements stated in Section 18.745.040.C.2 below;

2. The specific spacing of street trees by size of tree shall be as follows:

   a. Small or narrow-stature trees under 25 feet tall and less than 16 feet wide branching at maturity shall be spaced no greater than 20 feet apart;

   b. Medium-sized trees 25 feet to 40 feet tall, 16 feet to 35 feet wide branching at maturity shall be spaced no greater than 30 feet apart;

   c. Large trees over 40 feet tall and more than 35 feet wide branching at maturity shall be spaced no greater than 40 feet apart;

   d. Except for signalized intersections as provided in Section 18.745.040.H, trees shall not be planted closer than 20 feet from a street intersection, nor closer than two feet from private driveways (measured at the back edge of the sidewalk), fire hydrants or utility poles to maintain visual clearance;

   e. No new utility pole location shall be established closer than five feet to any existing street tree;

   f. Tree pits shall be located so as not to include utilities (e.g., water and gas meters) in the tree well;

   g. On-premises utilities (e.g., water and gas meters) shall not be installed within existing tree well areas;

   h. Street trees shall not be planted closer than 20 feet to light standards;

   i. New light standards shall not be positioned closer than 20 feet to existing street trees except when public safety dictates, then they may be positioned no closer than 10 feet;

   j. Where there are overhead power lines, the street tree species selected shall be of a type which, at full maturity, will not interfere with the lines;

   k. Trees shall not be planted within two feet from the face of the curb; and

   l. Trees shall not be planted within two feet of any permanent hard surface paving or walkway:

      (1) Space between the tree and the hard surface may be covered by a nonpermanent hard surface such as grates, bricks on sand, paver blocks and cobblestones; and

      (2) Sidewalk cuts in concrete for tree planting shall be at least four by four feet to allow for air and water into the root area.

D. Pruning requirements. Trees, as they grow, shall be pruned to provide at least eight feet of clearance above sidewalks and 13 feet above local street, 15 feet above collector street, and 18 feet above arterial street roadway surfaces.

E. Cut and fill around existing trees. Existing trees may be used as street trees if no cutting or filling takes place within the drip-line of the tree unless an adjustment is approved by the Director by means of a Type I procedure, as governed by Section 18.390.030, using approval criteria in Section 18.370.020.C.4.a.

F. Replacement of street trees. Existing street trees removed by development projects or other construction shall be replaced by the developer with those types of trees approved by the Director. The replacement trees shall be of a size and species similar to the trees that are being removed unless lesser sized alternatives are approved by the Director.

G. Granting of adjustments. Adjustments to the street tree requirements may be granted by the Director by means of a Type I procedure, as regulated in Section 18.390.030, using approval criteria in Section 18.370.020.C.4.b.

H. Location of trees near signalized intersections. The Director may allow trees closer to specified intersections which are signalized, provided the provisions of Chapter 18.795, Visual Clearance, are satisfied.

18.745.050 Buffering and Screening

A. General provisions.

1. It is the intent that these requirements shall provide for privacy and protection and reduce or eliminate the adverse impacts of visual or noise pollution at a development site, without unduly interfering with the view from neighboring properties or jeopardizing the safety of pedestrians and vehicles;

2. Buffering and screening is required to reduce the impacts on adjacent uses which are of a different type in accordance with the matrices in this chapter (Tables 18.745.1 and 18.745.2). The owner of each proposed development is responsible for the installation and effective maintenance of buffering and screening. When different uses would be abutting one another except for separation by a right-of-way, buffering, but not screening, shall be required as specified in the matrix;

3. In lieu of these standards, a detailed buffer area landscaping and screening plan may be submitted for the Director's approval as an alternative to the buffer area landscaping and screening standards, provided it affords the same degree of buffering and screening as required by this code.

B. Buffering and screening requirements.

1. A buffer consists of an area within a required setback adjacent to a property line and having a depth equal to the amount specified in the buffering and screening matrix and containing a length equal to the length of the property line of the abutting use or uses;

2. A buffer area may only be occupied by utilities, screening, sidewalks and bikeways, and landscaping. No buildings, accessways or parking areas shall be allowed in a buffer area except where an accessway has been approved by the City;

3. A fence, hedge or wall, or any combination of such elements, which are located in any yard is subject to the conditions and requirements of Sections 18.745.050.B.8 and 18.745.050.D;

4. The minimum improvements within a buffer area shall consist of combinations for landscaping and screening as specified in Table 18.745.1. In addition, improvements shall meet the following specifications:

   a. At least one row of trees shall be planted. They shall have a minimum caliper of two inches at four feet in height above grade for deciduous trees and a minimum height of five feet high for evergreen trees at the time of planting. Spacing for trees shall be as follows:

      (1) Small or narrow-stature trees, under 25 feet tall or less than 16 feet wide at maturity shall be spaced no further than 15 feet apart;

      (2) Medium-sized trees between 25 feet to 40 feet tall and with 16 feet to 35 feet wide branching at maturity shall be spaced no greater than 30 feet apart;

      (3) Large trees, over 40 feet tall and with more than 35 feet wide branching at maturity, shall be spaced no greater than 30 feet apart.

   b. In addition, at least 10 five-gallon shrubs or 20 one-gallon shrubs shall be planted for each 1,000 square feet of required buffer area;

   c. The remaining area shall be planted in lawn or other living ground cover.

5. Where screening is required the following standards shall apply in addition to those required for buffering:

   a. A hedge of narrow or broad leaf evergreen shrubs shall be planted which will form a four-foot continuous screen of the height specified in Table 18.745.2 within two years of planting; or

   b. An earthen berm planted with evergreen plant materials shall be provided which will form a continuous screen of the height specified in Table 18.745.2 within two years. The unplanted portion of the berm shall be planted in lawn or other living ground cover; or

   c. A fence or wall of the height specified in Table 18.745.2 shall be constructed to provide a continuous sight obscuring screen.

6. Buffering and screening provisions shall be superseded by the vision clearance requirements as set forth in Chapter 18.795;

7. When the use to be screened is downhill from the adjoining zone or use, the prescribed heights of required fences, walls, or landscape screening shall be measured from the actual grade of the adjoining property. In this case, fences and walls may exceed the permitted six foot height at the discretion of the director as a condition of approval. When the grades are so steep so as to make the installation of walls, fences or landscaping to the required height impractical, a detailed landscape/screening plan shall be submitted for approval;

8. Fences and walls

   a. Fences and walls shall be constructed of any materials commonly used in the construction of fences and walls such as wood, stone, rock or brick, or otherwise acceptable by the Director;

   b. Such fence or wall construction shall be in compliance with other City regulations;

   c. Walls shall be a minimum of six inches thick; and

   d. Chain link fences with slats shall qualify for screening. However, chain link fences without slats shall require the planting of a continuous evergreen hedge to be considered screening.

9. Hedges

   a. An evergreen hedge or other dense evergreen landscaping may satisfy a requirement for a sight-obscuring fence where required subject to the height requirement in Sections 18.745.050.C.2.a and 18.745.050.C.2.b;

   b. Such hedge or other dense landscaping shall be properly maintained and shall be replaced with another hedge, other dense evergreen landscaping, or a fence when it ceases to serve the purpose of obscuring view; and

   c. No hedge shall be grown or maintained at a height greater than that permitted by these regulations for a fence or wall in a vision clearance area as set forth in Chapter 18.795.

C. Setbacks for fences or walls.

1. No fence or wall shall be constructed which exceeds the standards in Section 18.745.050.C.2 except when the approval authority, as a condition of approval, allows that a fence or wall be constructed to a height greater than otherwise permitted to mitigate against potential adverse effects;

2. Fences or walls:

   a. May not exceed three feet in height in a required front yard along local streets or eight feet in all other locations and, in all other cases, shall meet vision clearance area requirements in Chapter 18.795;

   b. Are permitted up to six feet in height in front yards adjacent to any designated arterial or collector street. For any fence over three feet in height in the required front yard area, permission shall be subject to administrative review of the location of the fence or wall.

3. All fences or walls shall meet vision clearance area requirements in Chapter 18.795;

4. All fences or walls greater than six feet in height shall be subject to building permit approval.

D. Height restrictions.

1. The prescribed heights of required fences, walls or landscaping shall be measured from the actual adjoining level of finished grade, except that where parking, loading, storage or similar areas are

located above finished grade, the height of fences, walls or landscaping required to screen such areas or space shall be measured from the level of such improvements;

2. An earthen berm and fence or wall combination shall not exceed the six-foot height limitation for screening.

E. Screening: special provisions.

1. Screening and landscaping of parking and loading areas:

   a. Screening of parking and loading areas is required. The specifications for this screening are as follows:

      (1) Landscaped parking areas shall include special design features which effectively screen the parking lot areas from view. These design features may include the use of landscaped berms, decorative walls and raised planters;

      (2) Landscape planters may be used to define or screen the appearance of off-street parking areas from the public right-of-way;

      (3) Materials to be installed should achieve a balance between low lying and vertical shrubbery and trees;

      (4) Trees shall be planted in landscaped islands in all parking areas, and shall be equally distributed and on the basis of one tree for each seven parking spaces in order to provide a canopy effect; and

      (5) The minimum dimension of the landscape islands shall be three feet and the landscaping shall be protected from vehicular damage by some form of wheel guard or curb.

2. Screening of service facilities. Except for one-family and two-family dwellings, any refuse container or disposal area and service facilities such as gas meters and air conditioners which would otherwise be visible from a public street, customer or resident parking area, any public facility or any residential area shall be screened from view by placement of a solid wood fence or masonry wall between five and eight feet in height. All refuse materials shall be contained within the screened area;

3. Screening of swimming pools. All swimming pools shall be enclosed as required by City of Tigard Building Code;

4. Screening of refuse containers. Except for one- and two-family dwellings, any refuse container or refuse collection area which would be visible from a public street, parking lot, residential or commercial area, or any public facility such as a school or park shall be screened or enclosed from view by placement of a solid wood fence, masonry wall or evergreen hedge. All refuse shall be contained within the screened area.

F. Buffer Matrix.

1. The Buffer Matrices contained in Tables 18.745.1 and 18.745.2 shall be used in calculating widths of buffering/screening and required improvements to be installed between proposed uses and abutting uses or zoning districts;

2. An application for a variance to the standards required in Tables 18.745.1 and 18.745.2, shall be processed as a Type II procedure, as regulated by Section 18.390.040, using approval criteria in Section 18.370.010. (Ord. 02-33)

18.745.060 Re-vegetation

A. When re-vegetation is required. Where natural vegetation has been removed through grading in areas not affected by the landscaping requirements and that are not to be occupied by structures, such areas are to be replanted as set forth in this section to prevent erosion after construction activities are completed.

B. Preparation for re-vegetation. Topsoil removed from the surface in preparation for grading and construction is to be stored on or near the sites and protected from erosion while grading operations are underway; and

1. Such storage may not be located where it would cause suffocation of root systems of trees intended to be preserved; and

2. After completion of such grading, the topsoil is to be restored to exposed cut and fill embankments or building pads to provide a suitable base for seeding and planting.

C. Methods of re-vegetation.

1. Acceptable methods of re-vegetation include hydro-mulching or the planting of rye grass, barley, or other seed with equivalent germination rates, and:

a. Where lawn or turf grass is to be established, lawn grass seed or other appropriate landscape cover is to be sown at not less than four pounds to each 1,000 square feet of land area;

b. Other re-vegetation methods offering equivalent protection may be approved by the approval authority;

c. Plant materials are to be watered at intervals sufficient to ensure survival and growth; and

d. The use of native plant materials is encouraged to reduce irrigation and maintenance demands.■

TABLE 18.745.1
BUFFER MATRIX

EXISTING/ABUTTING USE	PROPOSED USE: Single Units, Detached; Manufactured Units	Attached Single Units and Multifamily, 1-5 Units; Duplexes	Attached Single Units and Multifamily, 5+ Units	Mobile Home Parks	Commercial Zones (CC, CG, CP, CBD)	Neighborhood Commercial Zone (CN)	Mixed Use Employ-ment	Light Industrial Zones (IP, IL)	Heavy Industrial Zones (IH)	Parking Lots 4-50 spaces	Parking Lots 50+ spaces
Detached Single Units; Manufactured Units	--	A	C	C	D	C	C	E	F	C	D
Attached Single Units and Multifamily, 1-5 Units, Duplexes	A	--	B	C	D	C	C	E	F	C	D
Attached Single Units and Multifamily, 5+ Units	A	A	--	C	D	C	C	E	F	C	D
Mobile Home Parks	A	A	B	--	D	C	C	E	F	C	D
Commercial Zones (CC, CG, CP, CBD)	C	C	C	C	--	A	A	D	D	--	--
Neighborhood Commercial Zone (CN)	C	C	C	C	A	--	A	D	D	--	--
Mixed Use Employment Zone (MUE)	C	C	C	C	A	A	--	D	D	--	--
Light Industrial Zones (IP, IL)	D	D	D	D	A	A	A	--	D	--	--
Heavy Industrial Zone (IH)	D	D	D	D	D	D	D	D	--	--	--
Parking Lots	C	C	C	C	--	--	--	--	--	--	--
Arterial Streets	A	A	A	A	--	--	--	A	D	--	--

Note: See Table 18.745.2 for alternative combinations for meeting these screening requirements.

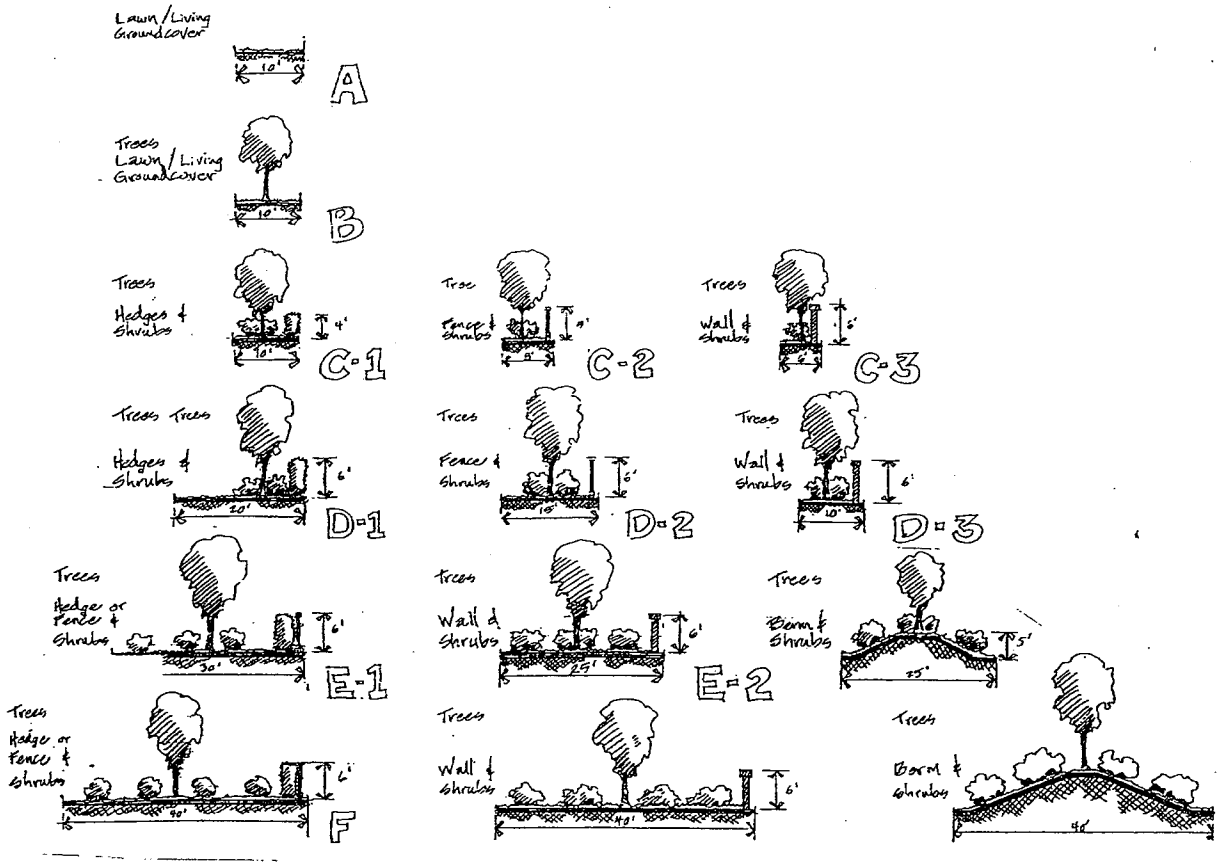
TABLE 18.745.2
BUFFER COMBINATIONS FOR LANDSCAPING AND SCREENING [1]

	Options	Width (feet)	Trees (per linear feet of buffer)	Shrubs or Groundcover	Screening
A	--	10	--	Lawn/ living groundcover	--
B	--	10	20' min/30' max spacing	Lawn/ living groundcover	--
C	1	10	15' min/30' max spacing	Shrubs	4' hedges
	2	8		Shrubs	5' fence
	3	6		Shrubs	6' wall
D	1	20	10' min/20' max spacing	Shrubs	6' hedge
	2	15		Shrubs	6' fence
	3	10		Shrubs	6' wall
E	1	30	10' min/20' max spacing	Shrubs	6' hedge or fence
	2	25		Shrubs	5' earthen berm or wall
F	--	40	10' min/20' max spacing	Shrubs	6' hedge, fence, wall or berm

[1] Buffers are not required between abutting uses that are of a different type when the uses are separated by a street as specified in Section 18.745.050 A2.

[2] Adjustments from these requirements can be obtained: see Section 18.370.020 C4.

TABLE 18.745.2
BUFFER COMBINATIONS FOR LANDSCAPING AND SCREENING [2]



Chapter 18.765
OFF-STREET PARKING AND LOADING REQUIREMENTS

Sections:

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18.765.010 Purpose

A. Insure adequate vehicle parking. These parking requirements are intended to provide sufficient vehicle parking in close proximity to the various uses for residents, customers and employees, and to establish standards which will maintain the traffic carrying-capacity of nearby streets.

B. Adequate capacity. These regulations are also intended to establish vehicle parking areas which have adequate capacity and which are appropriately located and designed to minimize any hazardous conditions on the site and at access points.

18.765.020 Applicability of Provisions

A. New construction. At the time of the erection of a new structure within any zoning district, off-street vehicle parking will be provided in accordance with Section 18.765.070.

B. Expansion of existing use. At the time of an enlargement of a structure which increases the on-site vehicle parking requirements, off-street vehicle parking will be provided in accordance with Section 18.765.070 subject to the following:

1. On the date of adoption of this title, the number of vehicle parking and loading spaces required shall be based only on floor area or capacity of such enlargement;

2. If the minimum vehicle parking spaces required for the enlargement added to the existing on-site space exceed the maximum number of vehicle parking spaces allowed for the whole project per the maximum parking ratios established in 18.765.070, the applicant may reduce the additional number of spaces provided so that the total spaces on the site do not exceed the maximum spaces allowed.

C. Change of use. When an existing structure is changed from one use to another use as listed in Section 18.765.070, the following provisions shall apply:

1. If the parking requirements for each use are the same, no additional vehicle parking shall be required;

2. Where a change results in an intensification of use in terms of the number of vehicle parking spaces required, additional vehicle parking spaces shall be provided in an amount equal to the

difference between the number of spaces required for the existing use and the number of spaces required for the more intensive use;

3. Where the change results in a decrease in intensity of use, the applicant may eliminate excess vehicle parking spaces in an amount equal to the difference between the number of spaces required for the existing use and the number of spaces required for the less intensive use.

D. When site design review is not required. Where the provisions of Chapter 18.360, Site Development Review, do not apply, the Director shall approve, approve with conditions, or deny a plan submitted under the provisions of this chapter by means of a Type I review, as governed by Section 18.390.030.

E. Building permit conditions. The provision and maintenance of off-street vehicle parking and loading spaces are the continuing obligation of the property owner:

1. No building or other permit shall be issued until plans are presented to the Director to show that property is and will remain available for exclusive use as off-street vehicle parking and loading space; and

2. The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the amount of vehicle parking and loading space required by this title;

3. Required vehicle parking shall:

a. Be available for the parking of operable passenger vehicles of residents, patron and employees only;

b. Not be used for storage of vehicles or materials or for the parking of trucks used in conduct of the business or use; and

c. Not be rented, leased or assigned to any other person or organization.

18.765.030 General Provisions

A. Vehicle parking plan requirements. No building or other permit shall be issued until scaled plans are presented and approved as provided by this chapter that show how access, egress and circulation requirements are to be fulfilled. The applicant shall submit a site plan. The Director shall provide the applicant with detailed information about this submission requirement.

B. Location of vehicle parking. The location of off-street parking will be as follows:

1. Off-street parking spaces for single-family and duplex dwellings and single-family attached dwellings shall be located on the same lot with the dwelling(s);

2. Off-street parking lots for uses not listed above shall be located not further than 500 feet from the property line that they are required to serve, measured along the most direct, publicly accessible pedestrian route from the property line with the following exceptions:

a. Commercial and industrial uses which require more than 40 parking spaces may provide for the spaces in excess of the required first 40 spaces up to a distance of 500 feet from the primary site;

b. The 40 parking spaces which remain on the primary site must be available for users in the following order of priority:

1) Disabled-accessible spaces;

2) Short-term spaces;

3) Long-term preferential carpool and vanpool spaces;

4) Long-term spaces.

C. Joint parking. Owners of two or more uses, structures or parcels of land may agree to utilize jointly the same parking and loading spaces when the peak hours of operation do not overlay, subject to the following:

1. The size of the joint parking facility shall be at least as large as the number of vehicle parking spaces required by the larger(est) use per Section 18.765.070;

2. Satisfactory legal evidence shall be presented to the Director in the form of deeds, leases or contracts to establish the joint use;

3. If a joint use arrangement is subsequently terminated, or if the uses change, the requirements of this title thereafter apply to each separately.

D. Parking in mixed-use projects. In mixed-use projects, the required minimum vehicle parking shall be determined using the following formula.

1. Primary use, i.e., that with the largest proportion of total floor area within the development, at 100% of the minimum vehicle parking required for that use in Section 18.765.060;

2. Secondary use, i.e., that with the second largest percentage of total floor area within the development, at 90% of the vehicle parking required for that use in Section 18.765.060;

3. Subsequent use or uses, at 80% of the vehicle parking required for that use(s) in Section 18.765.060;

4. The maximum parking allowance shall be 150% of the total minimum parking as calculated in D.1.-3. above.

E. Visitor parking in multi-family residential developments. Multi-dwelling units with more than 10 required parking spaces shall provide an additional 15% of vehicle parking spaces above the minimum required for the use of guests of residents of the complex. These spaces shall be centrally located or distributed throughout the development. Required bicycle parking facilities shall also be centrally located within or evenly distributed throughout the development.

F. Preferential long-term carpool/vanpool parking. Parking lots providing in excess of 20 long-term parking spaces shall provide preferential long-term carpool and vanpool parking for employees,

students and other regular visitors to the site. At least 5% of total long-term parking spaces shall be reserved for carpool/vanpool use. Preferential parking for carpools/vanpools shall be closer to the main entrances of the building than any other employee or student parking except parking spaces designated for use by the disabled. Preferential carpool/vanpool spaces shall be full-sized per requirements in Section 18.765.040.N and shall be clearly designated for use only by carpools and vanpools between 7:00 AM and 5:30 PM Monday through Friday.

G. Disabled-accessible parking. All parking areas shall be provided with the required number of parking spaces for disabled persons as specified by the State of Oregon Uniform Building Code and federal standards. Such parking spaces shall be sized, signed and marked as required by these regulations.

H. DEQ indirect source construction permit. All parking lots containing 250 spaces or parking structures containing two or more levels shall require review by the Oregon Department of Environmental Quality (DEQ) to:

1. Acquire an Indirect Source Construction Permit;

2. Investigate the feasibility of installing oil and grease separators. (Ord. 02-13)

18.765.040 General Design Standards

A. Maintenance of parking areas. All parking lots shall be kept clean and in good repair at all times. Breaks in paved surfaces shall be repaired promptly and broken or splintered wheel stops shall be replaced so that their function will not be impaired.

B. Access drives. With regard to access to public streets from off-street parking:

1. Access drives from the street to off-street parking or loading areas shall be designed and constructed to facilitate the flow of traffic and provide maximum safety for pedestrian and vehicular traffic on the site;

2. The number and size of access drives shall be in accordance with the requirements of Chapter, 18.705, Access, Egress and Circulation;

3. Access drives shall be clearly and permanently marked and defined through use of rails, fences, walls or other barriers or markers on frontage not occupied by service drives;

4. Access drives shall have a minimum vision clearance in accordance with Chapter 18.795, Visual Clearance;

5. Access drives shall be improved with an asphalt or concrete surface; and

6. Excluding single-family and duplex residences, except as provided by Subsection 18.810.030P, groups of two or more parking spaces shall be served by a service drive so that no backing movements or other maneuvering within a street or other public right-of-way will be required.

C. Loading/unloading driveways. A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading passengers shall be located on the site of any school or other meeting place which is designed to accommodate more than 25 people at one time.

D. On-site vehicle stacking for drive-in use.

1. All uses providing drive-in services as defined by this title shall provide on the same site a stacking lane for inbound vehicles as noted in Table 18.765.1.

TABLE 18.765.1
STACKING LANE REQUIREMENTS FOR USES WITH DRIVE-IN WINDOWS

Use	Reservoir Requirement
Drive-in banks	150 feet/service terminal
Automated teller	50 feet/service terminal machines
Drive-up telephones	50 feet
Drive-in cleaners, repair services	50 feet
Drive-in restaurants	200 feet
Drive-in theaters	200 feet
Gasoline service	75 feet between curb cut and nearest pump
Mechanical car washes	75 feet/washing unit
Parking facilities:	
- Free flow entry	25 feet/entry driveway
- Ticket dispense entry	50 feet/entry driveway
- Manual ticket dispensing	100 feet/entry driveway
- Attendant parking	100 feet

2. The Director may reduce the length of the inbound stacking lane by means of a adjustment to be reviewed through a Type I procedure, as governed by Section 18.320.300, using approval criteria contained in Section 18.370.020.C.5.g.

3. Stacking lanes must be designed so that they do not interfere with parking and vehicle, pedestrian and bicycle circulation. Stacking lanes for the purpose of selling food must provide at least one clearly marked parking space per service window for the use of vehicles waiting for an order to be filled.

E. Curb cuts. Curb cuts shall be in accordance with Section 18.810.030.N.

F. Pedestrian access. Pedestrian access through parking lots shall be provided in accordance with Section 18.705.030.F. Where a parking area or other vehicle area has a drop-off grade separation, the property owner shall install a wall, railing, or other barrier which will prevent a slow-moving vehicle or driverless vehicle from escaping such area and which will prevent pedestrians from walking over drop-off edges.

G. Parking lot landscaping. Parking lots shall be landscaped in accordance with the requirements of Chapter 18.745.

H. Parking space surfacing.

1. Except for single-family and duplex residences, and for temporary uses or fleet storage areas as authorized in 18.765.040.H.3 and 4 below, all areas used for the parking or storage or maneuvering of any vehicle, boat or trailer shall be improved with asphalt or concrete surfaces;

2. Off-street parking spaces for single and two-family residences shall be improved with an asphalt or concrete surface;

3. Parking areas to be used primarily for the storage of fleet vehicles or construction equipment may be surfaced in gravel when authorized by the approval authority at the time the site development approval is given. The Director may require that the property owner enter into an agreement to pave the parking area: a) within a specified period of time after establishment of the parking area; or b) if there is a change in the types or weights of vehicles utilizing the parking area; or c) if there is evidence of adverse effects upon adjacent roadways, water courses, or properties. Such an agreement shall be executed as a condition of approval of the plan to establish the gravel parking area. Gravel-surfaced parking areas may only be permitted consistent with the following:

   a. Gravel parking areas shall not be permitted within 100 feet of any residentially-zoned or residentially-developed area;

   b. Gravel access and/or parking areas shall not be allowed within 100 feet of any water course;

   c. Gravel parking areas shall not be allowed within 100 feet of any public right-of-way; and

   d. A driveway which connects a gravel parking area with any public street shall be paved.

4. Parking areas to be used in conjunction with a temporary use may be surfaced in gravel when authorized by the approval authority at the time the permit is approved. The approval authority shall consider the following in determining whether or not the gravel-surfaced parking is warranted:

   a. The request for consideration to allow a parking area in conjunction with the temporary use shall be made in writing concurrently with the Temporary Use application per the requirements of Section 18.385.050;

   b. The applicant shall provide documentation that the type of temporary use requested will not be financially viable if the parking space surface area requirement is imposed; and

   c. Approval of the gravel-surfaced parking area will not create adverse conditions affecting safe ingress and egress when combined with other uses of the property.

I. Parking lot striping.

1. Except for single-family and duplex residences, any area intended to be used to meet the off-street parking requirements as contained in this chapter shall have all parking spaces clearly marked; and

2. All interior drives and access aisles shall be clearly marked and signed to show direction of flow and maintain vehicular and pedestrian safety.

J. Wheel stops. Parking spaces along the boundaries of a parking lot or adjacent to interior landscaped areas or sidewalks shall be provided with a wheel stop at least four inches high located three feet back from the front of the parking stall. The front three feet of the parking stall may be concrete, asphalt or low lying landscape material that does not exceed the height of the wheel stop. This area cannot be calculated to meet landscaping or sidewalk requirements.

K. Drainage. Off-street parking and loading areas shall be drained in accordance with specifications approved by the City Engineer to ensure that ponds do not occur except for single-family and duplex residences, off-street parking and loading facilities shall be drained to avoid flow of water across public sidewalks.

L. Lighting. A lights providing to illuminate any public or private parking area or vehicle sales area shall be arranged to direct the light away from any adjacent residential district.

M. Signs. Signs which are placed on parking lots shall be designed and installed in accordance with Chapter 18.780, Signs.

N. Space and aisle dimensions. (Figure 18.765.1)

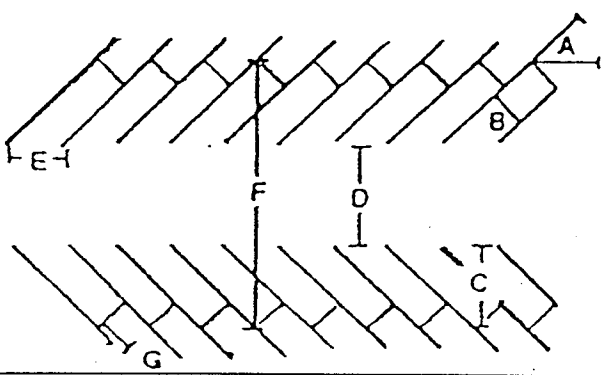
FIGURE 18.765.1

OFF-STREET SURFACE PARKING MATRIX

Required Space and Aisle Dimensions in Feet

	COMPACT						STANDARD					
A	B	C	D	E	F	G	B	C	D	E	F	G
45°	7.50	15.5	13.0	10.61	44.0	2.0	8.5	17.5	13.0	12.0	48.0	2.0
	7.75	15.5	12.0	10.96	43.0	2.0	9.0	17.5	12.0	12.7	47.2	2.0
	7.75	15.5	11.0	10.96	42.0	2.0	9.5	17.5	11.0	13.4	46.0	2.0
	8.00	15.5	11.0	11.32	42.0	2.0	10.0	17.5	11.0	14.1	46.0	2.0
60°	7.50	17.0	18.0	8.62	48.0	2.5	8.5	19.0	18.0	9.80	56.0	2.5
	7.75	17.0	16.0	9.01	46.0	2.5	9.0	19.0	16.0	10.4	54.0	2.5
	7.75	17.0	15.0	9.01	54.0	2.5	9.5	19.0	15.0	11.0	53.0	2.5
	8.00	17.0	14.0	9.20	44.0	2.5	10.0	19.0	14.0	11.6	52.0	2.5
75°	7.50	17.5	25.5	7.73	60.5	2.5	8.5	19.5	25.5	8.80	64.0	2.5
	7.75	17.5	23.0	7.99	58.0	2.5	9.0	19.5	23.0	9.30	62.0	2.5
	7.75	17.5	22.0	7.99	57.0	2.5	9.5	19.5	22.0	9.80	61.0	2.5
	8.00	17.5	21.0	8.25	56.0	2.5	10.0	19.5	21.0	10.3	60.0	2.5
90°	7.50	16.5	28.0	7.50	61.0	3.0	8.5	18.5	28.0	8.50	65.0	3.0
	7.75	16.5	26.0	7.75	60.0	3.0	9.0	18.5	26.0	9.00	63.0	3.0
	7.75	16.5	25.0	7.75	59.0	3.0	9.5	18.5	25.0	9.50	62.0	3.0
	8.00	16.5	24.0	8.00	58.0	3.0	10.0	18.5	24.0	10.0	61.0	3.0

Stall width dimensions may be distributed as follows: 50% standard spaces, 50% compact spaces. All compact spaces shall be labeled as such.



A Parking Angle
B Stall Width
C Stall Depth (no bumper overhang)
D Aisle Width Between Stall Lines (5)
E Stall Width Parallel to Aisle
F Module Width (no bumper overhang)
G Bumper Overhang

1. Except as modified for angled parking in Figures 18.765.1 and 18.765.2, the minimum dimensions for parking spaces are:

   a. 8.5' x 18.5' for a standard space;

   b. 7.5' x 16.5' for a compact space; and

   c. As required by applicable State of Oregon and federal standards for designated disabled person parking spaces;

   d. The width of each parking space includes a stripe which separates each space.

2. Aisles accommodating two direction traffic, or allowing access from both ends, shall be 24 feet in width;

3. Minimum standards for a standard parking stall's length and width, aisle width, and maneuvering space shall be determined as noted in Figure 18.765.2.

FIGURE 18.765.2

PARKING STRUCTURE MATRIX

Required Space and Aisle Dimensions in Feet

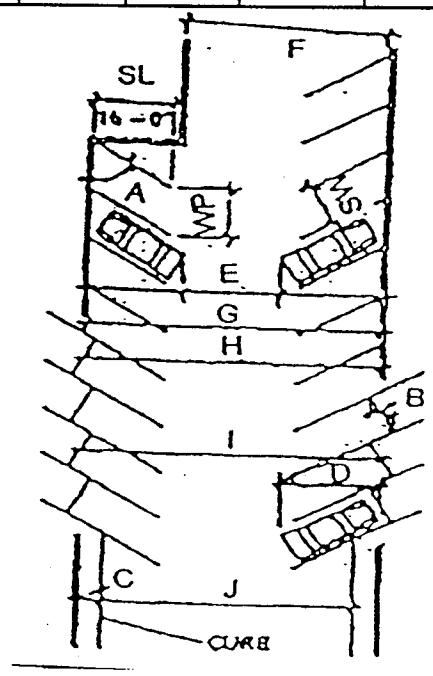
COMPACT

Angle A	Interlock Reduction B	Overhang C	Vehicle Projection D	Width E	Module Widths F	G	H	I	J
45°	2.0	1.41	15.25	11.5	26.75	42.0	40.0	38.0	39.16
60°	1.41	1.75	16.08	13.33	29.66	46.0	44.58	43.16	42.5
75°	0.75	1.91	16.5	16.0	32.5	49.0	48.25	47.5	45.16
90°	0.0	2.0	15.5	20.0	35.5	51.0	51.0	51.0	47.0

STANDARDS

Angle A	Interlock Reduction B	Overhang C	Vehicle Projection D	Width E	Module Widths F	G	H	I	J
45°	2.4	2.08	18.0	13.0	31.0	49.0	46.66	46.33	44.83
60°	1.66	2.58	19.5	16.0	35.5	55.0	51.33	51.66	49.16
75°	0.83	2.91	19.75	20.0	39.75	59.5	58.66	57.83	53.66
90°	0.0	3.0	18.66	24.66	43.33	62.0	62.0	62.0	56.0

A Parking angle
B Interlock reduction
C Overhang clearance
D Projected vehicle length measured perpendicular to aisle
E Aisle width
F Parking module width (wall to wall), single loaded aisle
G Parking module width (wall to wall), double loaded aisle
H Parking module width (wall to interlock), double loaded aisle
I Parking module width (interlock to interlock), double loaded aisle
J Parking module width (curb to curb), double loaded aisle
SL Stall Length
SW Stall Width
WP Stall width parallel to aisle



18.765.050 Bicycle Parking Design Standards

A. Location and access. With regard to the location and access to bicycle parking:

1. Bicycle parking areas shall be provided at locations within 50 feet of primary entrances to structures;

2. Bicycle parking areas shall not be located within parking aisles, landscape areas or pedestrian ways;

3. Outdoor bicycle parking shall be visible from on-site buildings and/or the street. When the bicycle parking area is not visible from the street, directional signs shall be used to located the parking area;

4. Bicycle parking may be located inside a building on a floor which has an outdoor entrance open for use and floor location which does not require the bicyclist to use stairs to gain access to the space. Exceptions may be made to the latter requirement for parking on upper stories within a multi-story residential building.

B. Covered parking spaces.

1. When possible, bicycle parking facilities should be provided under cover.

2. Required bicycle parking for uses served by a parking structure must provide for covered bicycle parking unless the structure will be more than 100 feet from the primary entrance to the building, in which case, the uncovered bicycle parking may be provided closer to the building entrance.

C. Design requirements. The following design requirements apply to the installation of bicycle racks:

1. The racks required for required bicycle parking spaces shall ensure that bicycles may be securely locked to them without undue inconvenience. Provision of bicycle lockers for long-term (employee) parking is encouraged but not required;

2. Bicycle racks must be securely anchored to the ground, wall or other structure;

3. Bicycle parking spaces shall be at least 2½ feet by six feet long, and, when covered, with a vertical clearance of seven feet. An access aisle of at least five feet wide shall be provided and maintained beside or between each row of bicycle parking;

4. Each required bicycle parking space must be accessible without moving another bicycle;

5. Required bicycle parking spaces may not be rented or leased except where required motor vehicle parking is rented or leased. At-cost or deposit fees for bicycle parking are exempt from this requirement;

6. Areas set aside for required bicycle parking must be clearly reserved for bicycle parking only.

D. Paving. Outdoor bicycle parking facilities shall be surfaced with a hard surfaced material, i.e., pavers, asphalt, concrete or similar material. This surface must be designed to remained well-drained.

E. Minimum bicycle parking requirements. The total number of required bicycle parking spaces for each use is specified in Table 18.768.2 in Section 18.765.070.H. In no case shall there be less than two bicycle parking spaces. Single-family residences and duplexes are excluded from the bicycle parking requirements. The Director may reduce the number of required bicycle parking spaces by means of an adjustment to be reviewed through a Type II procedure, as governed by Section 18.390.040, using approval criteria contained in Section 18.370.020.C.5.e.

18.765.060 Parking Structure Design Standards

A. Ground-floor windows/wall openings. All parking structures shall provide ground floor windows or wall openings along the street frontages. Blank walls are prohibited. Any wall facing the street shall contain windows, doors or display areas equal to at least 20% of the ground floor wall area facing the street excluding those portions of the face(s) devoted to driveway entrances and exits, stairwells, elevators, and centralized payment booths. Required windows shall have a sill no more than four (4) feet above grade. Where the interior floor level prohibits such placement, the sill may be raised to allow it to be no more than two (2) feet above finished floor wall up to a maximum sill height of six (6) feet above grade.

B. Exit warning bell. A warning bell or other signal must be provided for exits from parking structures that cross public sidewalks where a standard vision clearance area cannot be provided.

C. Other standards. Parking structures must comply with all standards of the Uniform Building Code for the State of Oregon as it pertains to structural design, ventilation, lighting and fire/safety requirements and disabled accessibility.

D. Parking layout and internal circulation. The layout of parking within a parking structure shall be subject to the requirements contained in Figure 18.765.2. An applicant may request approval of an alternative layout and internal circulation by means of a Type II adjustment, as governed in Section 18.370.010, using the approval criteria in Section 18.370.020.C.5.f.

18.765.070 Minimum and Maximum Off-Street Parking Requirements

A. Parking requirements for unlisted uses.

1. The Director may rule that a use, not specifically listed in Section 18.765.070.H, is a use similar to a listed use and that the same parking standards shall apply. If the applicant requests that the Director's decision be rendered in writing, it shall constitute a Director's Interpretation, as governed by Section 18.340;

2. The Director shall maintain a list of approved unlisted use parking requirements which shall have the same effect as an amendment to this chapter.

B. Choice of parking requirements. When a building or use is planned or constructed in such a manner that a choice of parking requirements could be made, the use which requires the greater number of parking spaces shall govern.

C. Measurements. The following measurements shall be used in calculating the total minimum number of vehicle parking spaces required in Section 18.765.070.H:

1. Fractions. Fractional space requirements shall be counted as a whole space;

2. Employees. Where employees are specified for the purpose of determining the minimum vehicle parking spaces required, the employees counted are those who work on the premises during the largest shift at the peak season;

3. Students. When students are specified for the purpose of determining the minimum vehicle parking spaces required, the students counted are those who are on the campus during the peak period of the day during a typical school term;

4. Space. Unless otherwise specified, where square feet are specified, the area measured shall be gross floor area under the roof measured from the faces of the structure, excluding only space devoted to covered off-street parking or loading.

D. Exclusions to minimum vehicle parking requirements. The following shall not be counted towards the computation of the minimum parking spaces as required in Section 18.765.070.H:

1. On-street parking. Parking spaces in the public street or alley shall not be eligible as fulfilling any part of the parking requirement except; Religious Institutions may count on-street parking around the perimeter of the use provided that the following criteria have been satisfied:

   a. The on-street parking is on a street that is designed and physically improved to accommodate parking within the right-of-way;

   b. The street where on-street parking is proposed is not located on local residential streets.

2. Fleet parking. Required vehicle parking spaces may not be used for storage of fleet vehicles, except when a use can show that employee and fleet parking spaces are used interchangeably, e.g., the employee drives the fleet vehicle from home, or the spaces are used for fleet storage only at night and are available for employee use during the day. For the purposes of this title, space exclusively devoted to the storage of fleet vehicles will be considered as outdoor storage.

E. Exceptions to maximum parking standards. When calculating the maximum vehicle parking allowed as regulated by Section 18.765.080.H, the following exception shall apply:

1. The following types of parking shall not be included:

   a. Parking contained in a parking structure either incorporated into a building or free-standing;

   b. Market-rate paid parking;

   c. Designated carpool and/or vanpool spaces;

   d. Designated disabled-accessible parking spaces;

   e. Fleet parking.

2. If application of the maximum parking standard would result in less than six parking spaces for a development with less than 1,000 gross square feet of floor area, the development shall be allowed up to six parking spaces. If application of the maximum parking standard would result in less than 10 vehicle parking spaces for a development between 1,000 and 2,000 gross square feet, the development will be allowed up to 10 vehicle parking spaces.

F. Reductions in minimum required vehicle parking. Reductions in the required number of vehicle parking spaces may be permitted as follows:

1. The Director may reduce off-street vehicle parking spaces per Section 18.765.070.H by up to 20% in new developments for the incorporation of transit-related facilities such as bus stops and pull-outs, bus shelters, transit-oriented developments and other transit-related development through a Type II procedure, as governed by Section 18.390.040, using approval criteria contained in Section 18.370.020.C.5.b. Applicants who qualify for this adjustment may also apply for further parking reductions per 18.765.070.F.2. below;

2. The Director may reduce the total required off-street vehicle parking spaces per Section 18.765.070.H by up to a total of 20% by means of parking adjustment to be reviewed through a Type II procedure, as governed by Section 18.390.040, using approval criteria contained in Section 18.370.020.C.5.a.

3. The Director is authorized to reduce up to 10% of existing required parking spaces at a conversion ratio of one parking space for each 100 square feet of transit facility for developments which incorporate transit-related facilities such as bus stops and pull-outs, bus shelters, transit-oriented development or other transit-related facilities through a Type I procedure, as governed by Section 18.390.030, using approval criteria contained in Section 18.370.020.C.5.c.

G. Increases in maximum required vehicle parking. The Director may increase the total maximum number of vehicle spaces allowed in Section 18.765.070.H by means of a parking adjustment to be reviewed by means of a Type II procedure, as governed by Section 18.390.040, using approval criteria contained in section 18.370.020.C.5.d.

H. Specific requirements. (See Table 18.765.2) (Ord. 02-13)

18.765.080 Off-Street Loading Requirements

A. Off-street loading spaces. Commercial, industrial and institutional buildings or structures to be built or altered which receive and distribute material or merchandise by truck shall provide and maintain off-street loading and maneuvering space as follows:

1. A minimum of one loading space is required for buildings with 10,000 gross square feet or more;

2. A minimum of two loading spaces for buildings with 40,000 gross square feet or more.

B. Off-street loading dimensions.

1. Each loading berth shall be approved by the City Engineer as to design and location;

2. Each loading space shall have sufficient area for turning and maneuvering of vehicles on the site. At a minimum, the maneuvering length shall not be less than twice the overall length of the longest vehicle using the facility site;

3. Entrances and exits for the loading areas shall be provided at locations approved by the City Engineer in accordance with Chapter 18.710;

4. Screening for off-street loading facilities is required and shall be the same as screening for parking lots in accordance with Chapter 18.745.

Table 18.765.2 Minimum and Maximum Required Off-street Vehicle and Bicycle Parking Requirements

		MAXIMUM[1]		
	MINIMUM	ZONE A	ZONE B	BICYCLE[2]
RESIDENTIAL				
Household Living				
Single Units, Attached	See Multifamily (M)	none (M)	none (M)	none
Single Units, Detached	1.0/DU	none (M)	none (M)	none
Accessory Units	1.0/DU	none	none	none
Duplexes				none
Multifamily Units	DU<500 sq ft: 1.0/DU (M) 1 bedroom: 1.25/DU (M) 2 bedroom: 1.5/DU (M) 3 bedroom: 1.75/DU (M)	none (M)	none (M)	1.0/2 DUs except elderly, which is 1.0/20 DUs
Manufactured Units	1.0/DU (M)	none (M)	none (M)	none
Mobile Home Parks	1.0/DU (M)	none (M)	none (M)	none
Group Living	1.0/room 1.0/2.5 beds	none 2.7/1,000[3]	none none	1.0/5 beds
Transitional Housing	1.0/2.5 beds	none	none	1.0/5 beds
Home Occupation	none	none	none	none
CIVIC				
Basic Utilities	none	none	none	none
Colleges	1.0/5 students/staff (M)	1.0/3.3 students/staff (M)	1.0/3.3 students/staff (M)	1.0/3.0 students/staff
Community Recreation	2.0/1,000	2.5/1,000	4.0/1,000	0.3/1,000
Cultural Institutions	2.5/1,000	3.5/1,000	4.5/1,000	1.0/1,000
Day Care	Home: none Commercial: 2.0/classroom	none 2.7/1,000	none 3.2/1,000	Home: none Commercial: 1.5/classroom
Emergency Services	3.0/1,000	3.5/1,000	4.5/1,000	0.5/1,000
Medical Centers	2.0/1,000[4]	2.7/1,000[4]	3.2/1,000[4]	0.2/1,000

NA: Not Addressed

DU: Dwelling Unit

(M): Metro Requirement

[1] To be determined by the City of Tigard based on Metro criteria.

[2] Required bicycle parking shall be required per the ratios below except in no case shall there be fewer than two space provided.

[3] Refers to 1,000 sq. ft. of floor area, unless otherwise noted.

[4] Does not include outpatient clinics or medical offices; see Medical/Dental Offices.

Table 18.765.2 Minimum and Maximum Required Off-street Vehicle and Bicycle Parking Requirements (Cont.)

		MAXIMUM[1]		
	MINIMUM	ZONE A	ZONE B	BICYCLE[2]
Postal Services	2.5/1,000	3.0/1,000	4.5/1,000	0.3/1,000
Public Support Facilities	none	none	none	none
Religious Institutions	1.0/3[6] seats in main assembly area (M)	1.0/1.7 seats in main assembly area (M)	1.0/1.3 seats in main assembly area (M)	1.0/20 seats in main assembly area
Schools	Preschool: 5.0+1/classroom Elementary/JR: 2.0/classroom SR: 1.0/5 students/staff (M)	Preschool: 7.0+1.0 classroom Elementary/JR: 2.5/classroom SR: 1.0/3.3 students/staff (M)	Preschool: 10.0+1/classroom Elementary/JR: 3.5/classroom SR: 1.0/3.3 students/staff (M)	Preschool: 1.0/classroom Elementary/JR: 6.0/classroom SR: 6.0/classroom
Social/Fraternal Clubs/Lodges	10.0/1,000 main assembly area	12.0/1,000 main assembly area	14.0/1,000 main assembly area	2.0/1,000 main assembly area
COMMERCIAL [5]				
Commercial Lodging	1.0/room	1.2/room	1.4/room	1.0/10 rooms
Eating and Drinking Establishments	Fast food: 9.9/1,000 (M) other: 15.3/1,000 (M)	12.4/1,000 (M) 19.1/1,000 (M)	14.9/1,000 (M) 23.0/1,000 (M)	All: 1.0/1,000
Entertainment - Oriented				
Major Event Entertainment	1.0/3 seats or 1.0/6' bench	1.0/2.5 seats or 1.0/5' bench	1.0/2 seats or 1.0/4' bench	1.0/10 seats or 40' bench
Outdoor Entertainment	4.0/1,000 (M)	4.5/1,000	5.0/1,000	0.4/1,000
Indoor Entertainment	4.3/1,000 (M) Theater: 1.0/3 seats (M)	5.4/1,000 (M) Theater: 1.0/2.5 seats (M)	6.5/1,000 (M) Theater 1.0/2.0 seats (M)	0.5/1,000 1.0/10 seats
Adult Entertainment	2.5/1,000 1.0/3 seats (M)	3.5/1,000 1.0/1.25 seats (M)	4.5/1,000 1.0/2.0 seats (M)	0.5/1,000 1.0/20 seats
General Retail				
Sales - Oriented	3.7/1,000 (M)	5.1/1,000 (M)	6.2/1,000 (M)	0.3/1,000
Personal Services	2.5/1,000 Bank with drive in: 4.3/1,000(M)	3.0/1,000 5.4/1,000 (M)	4.5/1,000 6.5/1,000 (M)	1.0/1,000 1.0/1,000
Repair - Oriented	3.3/1,000	4.0/1,000	4.5/1,000	0.3/1,000
Bulk Sales	1.0/1,000 but no less than 10.0	1.3/1,000	2.0/1,000	0.3/1,000
Outdoor Sales	1.0/1,000 sales area	1.3/1,000 sales area	2.0/1,000 sales area	0.1/1,000 sales area
Animal - Related	3.3/1,000	4.0/1,000	4.5/1,000	0.3/1,000

[15]Existing buildings directly abutting Main Street are not required to add additional off-street parking for a change of use except for entertainment uses. New buildings or existing buildings that undergo remodeling provided the original square footage of the buildings remain the same also are not required to add additional off-street parking. Entertainment uses and construction of new buildings abutting Main Street require parking according to the standards of Table 18.765.2.

[16]Religious Institutions may provide 1 space for every 4 seats on site in the main assembly area provided that they supply the city with a parking plan that demonstrates that the peak parking demand of 1 space for every 3 seats is met utilizing any combination of the alternatives mentioned in this chapter. Adjustments to the minimum parking of 1 space for every 3 seats may be granted per applicable provisions of the code, but shall not decrease the amount of required on-site parking to less than 1 space for every 4 seats (unless the cumulative value of all adjustments granted results in an adjusted requirement of less than 1 space for every 4 seats).

Table 18.765.2 Minimum and Maximum Required Off-street Vehicle and Bicycle Parking Requirements (Cont.)

		MAXIMUM[1]		
	MINIMUM	ZONE A	ZONE B	BICYCLE[2]
Motor Vehicle Related				
Motor Vehicle Sales/Rental	1.0/1,000 but no less than 4.0	1.3/1,000 but no less than 4.0	2.0/1,000 but no less than 4.0	0.2/1,000 sales area
Motor Vehicle Servicing/Repair	2.0/1,000 but no less than 4.0	2.3/1,000 but no less than 4.0	2.6/1,000 but no less than 4.0	0.2/1,000
Vehicle Fuel Sales	3.0+2.0/service bay	4.0+2.0/service bay	4.0+2.5/service bay	0.2/1,000
Office	2.7/1,000 (M) 3.9/1,000 (M)	3.4/1,000 (M) 4.9/1,000 (M)	4.1/1,000 (M) 5.9/1,000 (M)	0.5/1,000 0.4/1,000
Self-Service Storage	1.0/4 storage units	1.0/4 storage units	1.0/2 storage units	1.0/40 storage units
Non-Accessory Parking	none	none	none	none
INDUSTRIAL				
Industrial Services	0.8/1,000	1.2/1,000	1.8/1,000	0.1/1,000
Manufacturing and Production				
Light Industrial	1.6/1,000 (M)	none	none	0.1/1,000
General Industrial	1.6/1,000 (M)	none	none	0.1/1,000
Heavy Industrial	1.6/1,000 (M)	none	none	0.1/1,000
Railroad Yards	none	none	none	none
Research and Development	2.0/1,000	3.0/1,000	3.8/1,000	0.5/1,000
Warehouse/Freight Movement	≤150,000 sq ft: 0.5/1,000 >150,000 sq ft: 0.3/1,000 (M)	0.8/1,000 0.4/1,000 (M)	1.2/1,000 0.5/1,000 (M)	0.1/1,000
Waste-Related	5.0	7.0	10.0	none
Wholesale Sales	0.8/1,000	1.2/1,000	1.8/1,000	0.1/1,000

Table 18.765.2 Minimum and Maximum Required Off-street Vehicle and Bicycle Parking Requirements (Cont.)

		MAXIMUM[1]		
	MINIMUM	ZONE A	ZONE B	BICYCLE[2]
OTHER				
Agriculture/Horticulture	2.5/1,000 sales area but no less than 4.0	none	none	none
Cemeteries	Exempt	Exempt	Exempt	none
Detention Facilities	1.0/2.5 beds	none	none	1.0/2.5 beds
Heliports	none	none	none	none
Mining	<5.0	none	none	none
Wireless Communication Facilities	none	none	none	none
Rail Lines/Utility Corridors	none	none	none	none

(Ord. 02-13)

Chapter 18.780
SIGNS

Sections:

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18.780.010 Purpose

A. General purposes. The purposes of this chapter are:

1. To protect the health, safety, property and welfare of the public;

2. To promote the neat, clean, orderly and attractive appearance of the community;

3. To accommodate the need of sign users while avoiding nuisances to nearby properties;

4. To insure for safe construction, location, erection and maintenance of signs;

5. To prevent proliferation of signs and sign clutter; and

6. To minimize distractions for motorists on public highways and streets.

7. To regulate solely on the basis of time, place and manner of a sign, not on its content.

B. Sign quality. In addition, it is the purpose of this chapter to regulate the design, quality of materials, construction, location, electrification, illumination and maintenance of all signs visible from public property or from public rights-of-way.

C. Compliance with other laws and regulations. It is not the purpose of this chapter to permit the erection or maintenance of any sign at any place or in any manner unlawful under any other ordinance, or state or federal law. (Ord. 04-03)

18.780.012 Effective Date of this Chapter

A. Effective date. All references made in this chapter to the effective date of this chapter shall mean November 9, 1983, unless otherwise specifically stated in an ordinance revision.

18.780.015 Definitions

A. Definitions. As used in this title, unless the context requires otherwise, the following words and phrases shall have the meanings set forth in this chapter. The definitions to be used in this chapter are in addition to Chapter 18.110, Definitions, and are as follows:

1. " 'A'-frame sign" means any double face temporary rigid sign;

2. "Abandoned sign" means a structure not containing a sign for 90 continuous days or a sign not in use for 90 continuous days;

3. "Area" - see Section 18.780.085 for definition of sign area;

4. "Awning sign" means a wall sign incorporated into or attached to an awning;

5. "Balloon" - see "Temporary sign";

6. "Banner" - see "Temporary sign";

7. "Bench sign" means a bench designed to seat people which carries a written or graphic message;

8. "Billboard" means a freestanding sign in excess of the maximum size allowed, with adjustments, in the locations where it is located or proposed to be located.

9. "Building official" means officer or designee of the City empowered to enforce the Uniform Building Code;

10. "Business" means all of the activities carried on by the same legal entity on the same premises and includes charitable, fraternal, religious, educational or social organizations. "Legal entity" includes, but is not limited to, individual proprietorships, partnerships, corporations, nonprofit corporations, associations or joint stock companies;

11. "Construct" means every type of display in the form of letters, figures, characters and/or representations;

12. "Cultural institution auxiliary sign" means a sign placed and maintained by, or on behalf of, a subordinate commercial use in a Cultural Institution.

13. "Cutout" means every type of display in the form of letters, figures, characters and/or representations in cutout or irregular form attached to or superimposed upon a sign;

14. "Development review" means the site development review process set forth in Chapter 18.360;

15. "Directional sign" means a permanent sign which is designed and erected solely for the purpose of traffic or pedestrian direction and placed on the property to which the public is directed;

16. "Display surface" means the area made available by the sign structure for the purpose of displaying the advertising or identification message;

17. "Electrical sign" means any sign utilizing electrical wiring;

18. "Electronic information sign" means signs, displays, devices or portions thereof with lighted messages that change at intermittent intervals, each lasting more than two seconds, by electronic process or remote control. Electronic information signs are not identified as rotating, revolving or moving signs. Also known as an automatic changeable copy sign or electronic variable message center;

19. "Entryway sign" means a sign placed by the City at an entry to the City.

20. "Face of a building" means all windows and wall areas of a building in one or more parallel planes;

21. "Flashing sign" means any sign which is illuminated by an intermittent or sequential flashing light source whose interval is two seconds or less in duration, or which is in any other way animated so as to create the illusion of movement without actual physical movement or the illusion of a flashing or intermittent light or light source;

22. "Flush pitched roof sign" means a sign attached to a mansard or similar type of vertically aligned roof;

23. "Freestanding sign" means a sign erected and mounted on a freestanding frame, mast or pole and not attached to any building;

24. "Freeway interchange" means any intersection of an exit off-ramp of Interstate Highway 5 or State Highway 217 with a surface street;

25. "Freeway-oriented sign" means a sign primarily designed to be read by a motorist traveling on a highway designated by the Oregon State Highway Department as a freeway or expressway; specifically, these shall be Interstate 5 and Oregon State Highway #217, and shall not include Highway 99W;

26. "Frontage" means the length of the property line of any one premises along a public roadway;

27. "Housing complex" means a grouping of one or more single-family attached residential units or one or more multi-family residential units;

28. "Immediate or serious danger" means:

    a. Whenever any portion of the structure is damaged by fire, earthquake, wind, flood or other causes, and any member or appurtenance is likely to fail, become detached or dislodged, or to collapse and thereby injure persons or damage property;

    b. Whenever any portion of the structure is not of sufficient strength or stability or is not so anchored, attached or fastened in place as to be capable of resisting a wind pressure of one-half of that specified in the Uniform Building Code for this type structure or similar structure, and will not exceed the working stresses permitted in the Uniform Building Code for such structures; and

c. Whenever the location of the sign structure obstructs the view of motorists traveling on the public streets or private property, and thus causes damage to property or thereby injures persons.

29. "Industrial Park" means a parcel of land which complies with the requirements set forth in Chapter 18.530;

30. "Lawn sign" - see "Temporary sign";

31. "Lighting methods" means:

    a. Direct - exposed lighting or neon tubes on the sign face;

    b. Flashing - lights which blink on and off randomly or in sequence;

    c. Indirect or External - the light source is separate from the sign face or cabinet and is directed so as to shine on the sign; and

    d. Internal - the light source is concealed within the sign.

32. "Maintenance" means normal care needed to keep a sign functional such as cleaning, oiling, changing and repair of light bulbs and sign faces. Does not include structural alteration;

33. "Nonconforming sign" means a sign or sign structure lawfully erected and properly maintained that would not be allowed under the sign regulations presently applicable to the site;

34. "Non-structural trim" means the moldings, battens, caps, nailing strips and latticing, letters and walkways which are attached to a sign structure;

35. "Painted wall decorations" means displays painted directly on a wall, designed and intended as a decorative or ornamental feature. Decorations may also include lighting;

36. "Painted wall highlights" means painted areas which highlight a building's architectural or structural features;

37. "Painted wall sign" means a sign applied to a building wall with paint and which has no sign structure;

38. "Person" means individuals, corporations, associations, firms, partnerships and joint stock companies;

39. "Premises" means one or more lots on which are constructed or on which are to be constructed a building or a group of buildings designed as a unit;

40. "Projecting sign" means a sign attached to a building other than a wall sign in which the sign face is not parallel to the wall. Such sign shall not project above the wall of the building to which it is attached, except where there is an existing parapet;

41. "Projection" means the distance by which a projecting sign extends from a building;

42. "Reader-board sign" means any sign with changeable copy or a message, except electronic information signs;

43. "Roof line" means the top edge of a roof or building parapet, whichever is higher, excluding any cupolas, chimneys or other minor projections;

44. "Roof sign" means a sign erected fully upon or directly above a roof line or parapet of a building or structure. Exceptions: include approved temporary balloons, signs attached to existing architectural features and flush mounted "roof" signs;

45. "Rotating, revolving or moving sign" means any sign, or portion of a sign, which moves in any manner;

46. "Shopping center" means developments of not less than eight business units;

47. "Shopping plaza" means developments of between two and seven business units;

48. "Sign" means materials placed or constructed primarily to convey a message or other display and which can be viewed from a right-of-way, another property or from the air;

49. "Sign structure" means any structure which supports or is capable of supporting any sign as described in the Uniform Building Code. A sign structure may be a single pole and may or may not be an integral part of a building;

50. "Structural alteration" means modification of the size, shape or height of a sign structure. Also includes replacement of sign structure materials with other than comparable materials, for example metal parts replacing wood parts;

51. "Surface street" means a street which does not have limited access and which is not a freeway or expressway;

52. "Temporary sign" means any sign, banner, lawn sign or balloon which is not permanently erected or permanently affixed to any sign structure, sign tower, the ground or a building:

    a. Balloon - an inflatable, stationary temporary sign anchored by some means to a structure or the ground. Includes simple children's balloons, hot and cold air balloons, blimps and other dirigibles;

    b. Banner - a sign made of fabric or other nonrigid material with no enclosing framework;

    c. Lawn Sign - temporary signs placed on private property supported by one stick, post, rod, or A-frame in or on the ground. A lawn sign in residential zones is exempt from sign permit requirements provided the size requirements in Subsection 18.780.060 can be met. A lawn sign in commercial or industrial zones is subject to temporary permit requirements as provided for in Subsection 18.780.100.

53. "Tenant Sign" means a sign placed in control of a current tenant or property owner;

54. "Uniform Building Code" means the most recent structural and specialty Oregon Uniform Building Code as adopted by the Oregon Department of Commerce, and which Uniform Building Code, by this reference, is incorporated in this title to the extent of specific citations thereof in this title;

55. "Wall Sign" means any sign attached to, painted on, or erected against the wall of a building or structure with the exposed face of the sign in a plane parallel to the plane of the wall.

B. General rule. For the purpose of this chapter, words used in the present tense include the future, the singular number includes the plural, "shall" is mandatory and not Directory, and "building" includes "structures" except "sign structures." (Ord. 06-13, Ord. 06-09, Ord. 04-03, Ord. 04-02)

18.780.020 Permits Required

A. Compliance with regulations. No sign or sign structure shall hereafter be erected, re-erected, constructed, structurally altered or relocated within the City limits except as provided by this title, and a permit for the same sign or sign structure has been issued by the Director.

B. Separate permits for each sign. A separate permit shall be required for each sign or signs for each business entity and a separate permit shall be required for each group of signs on a single supporting structure.

C. Compliance with UBC. Separate structural permits under the Uniform Building Code shall also apply.

D. Electrical permit required. An electrical permit shall be obtained for all illuminated signs, from the enforcing agency subject to the provisions of the State Electrical Code.

E. Retroactive sign permits. The Director may require application for sign permits for all signage at a given address if no existing permits previously had been approved or documented.

18.780.030 Permit Approval Process

A. Permits for existing signs. Permits for modification of existing signs, or to legalize signs for which a permit was not obtained when it was constructed, will be processed by means of a Type I procedure, as governed by Section 18.390.030, using the requirements of this chapter as approval criteria.

B. Permits for new signs. Permits for new signs will be processed by means of a Type I procedure, as governed by Section 18.390.030, using the requirements of this chapter as approval criteria.

C. Site plan. The applicant shall submit a proposed sign site plan. The Director shall provide the applicant with detailed information about this submission requirement.

18.780.040 Expiration of Approval: Standards for Extension of Time

A. Expiration of approval. Sign permit approval shall be effective for a period of 90 days from the date of approval.

B. Reasons for lapsing. The sign permit approval shall lapse if:

1. Substantial construction of the approved plan has not begun within the 90 day period; or

2. Construction on the site is a departure from the approved plan.

C. Extension of approval. The Director shall, upon written request by the applicant, grant an extension of the approval period not to exceed 90 days provided that:

1. No changes are made on the original sign permit plan as approved;

2. The applicant can show intent of initiating construction of the sign within the 90 day extension period; and

3. There have been no changes in the applicable policies and ordinance provisions and Uniform Building Code provisions on which the approval was based.

18.780.050 Inspections

A. Construction inspection. General requirements for the inspection of signs during and following construction:

1. All construction work for which a permit is required shall be subject to an inspection by the Building Official in accordance with the Uniform Building Code and this title:

a. A survey of the lot or proposed location for sign erection may be required by the Building Official to verify compliance of the structure with approved plans; and

b. Neither the Building Official nor the jurisdiction shall be liable for expense or other obligations entailed in the removal or replacement of any material required to allow inspection.

B. Inspection requests. It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired.

C. Required interim inspections.

1. Reinforcing steel or structural framework of any part of the proposed structure shall not be covered or concealed without first obtaining approval of the Building Official;

2. Foundation inspections shall be made after all required excavations, form work and bolt settings are completed and ready to receive concrete;

3. All anchorages shall be left exposed for inspection;

4. Electrical inspection shall be made by the agency issuing electrical permits.

D. Final inspections. Final inspection shall be called for by the applicant when all work is completed. This inspection shall cover all items required by the Building Official under State law or City ordinances such as the locations, landscaping if required, and general compliance with the approved plans and requirements of this title.

E. Director's inspection. The Director is authorized and directed to enforce all of the provisions of this chapter:

1. All signs for which permits are required shall be inspected by the Director; and

2. Upon presentation of proper credentials, the Director may enter at reasonable times any building, structure, or premises in the City to perform any duty imposed upon the position by this chapter.

18.780.060 Permit Exemptions

A. Exemptions from permit requirements. The following signs and operations shall not require a sign permit but shall conform to all other applicable regulations of this chapter and the provisions of Subsection B below:

1. Lawn signs which do not exceed the maximum allowable area on one premise regardless of the number of signs as follows:

   a. A total of 24 square feet in residential zones;

   b. A-frame signs shall be no greater than 6 square feet per face in any residential zone. Lawn signs shall not exceed 12 square feet per face in the R-1, R-2, R-3.5, R-4.5, and R-7 zones. Lawn signs shall be placed on private property and not within the public right-of-way nor shall such signs obstruct the clear vision area described in Chapter 18.795. A-frame signs are permitted only between the hours of 8:00 AM and 6:00 PM.

2. Signs not oriented or intended to be legible from a right-of-way, other property or from the air;

3. Signs inside a building, except for strobe lights visible from a right-of-way, other property or from the air;

4. Painted wall decorations;

5. Painted wall highlights;

6. Signs affected by stipulated judgments to which the City is a party, entered by courts of competent jurisdiction;

7. Directional signs;

8. Interior window signs;

9. Nothing in this title shall prevent the erection, location or construction of directional signs on private property when such signs are solely designed to direct pedestrians or vehicular traffic while on the parcel of real property on which the signs are located. No sign permit or fee shall be required for such signs; and

10. Nothing in this title shall prevent the erection, location or construction of signs on private property where such erection, construction or location is required by any law or ordinance, nor shall any public agency or utility be prohibited from erecting signs on private property when otherwise permitted. No sign permit or fee shall be required for such signs.

B. Requirements for exempted signs. All signs exempt from permit requirements under Subsection A above shall meet the following requirements:

1. The sign shall be erected on private property with the consent of the lawful possessor of the property and shall not be placed on utility poles or in the public right-of-way; and

2. At least one sign shall be permitted per parcel of land; additional signs on such parcel shall be spaced at least 50 feet apart in residential zoning districts and 30 feet apart in nonresidential zoning districts.

C. Exceptions. The sign permit provisions of this section shall not apply to repair, maintenance or change of copy on the same sign (including, but not limited to the changing of a message on a sign specifically designed and permitted for the use of changeable copy), or unlawfully erected or maintained signs. (Ord. 04-02)

18.780.070 Certain Signs Prohibited

A. Prohibited display of flags and banners. It is a violation of this chapter to erect or maintain strings of pennants, banners or streamers, festoons of lights, clusters of flags, strings of twirlers or propellers, flashing or blinking lights, flares, balloons and similar devices of carnival character. Exceptions include:

1. National, state and institutional flags properly displayed;

2. Signs and banners approved as temporary signs; and

3. Balloons as allowed in Subsection 18.780.090C.

B. Unsafe signs or improperly maintained signs. No sign shall be constructed, erected or maintained unless the sign and sign structure is so constructed, erected and maintained as to be able to withstand the wind, seismic and other requirements as specified in the Uniform Building Code or this title.

C. Signs at intersections. No sign shall be erected at intersections of any streets in such a manner as to materially obstruct free and clear vision. All signs shall be consistent with Chapter 18.795 of this title:

1. No sign shall be erected at any location where, by reason of the position, shape or color, that interferes with, obstructs the view of, or could be confused with any authorized traffic signal or device; and

2. No sign shall be erected which makes use of the word "stop," "look," "danger," or any other similar word, phrase, symbol, or character in such manner as is reasonably likely to interfere with, mislead or confuse motorists.

D. Obscenity. No sign shall bear or contain statements, words or pictures in which the dominant theme of the material, taken as a whole, appeals to the prurient interest in sex or is patently offensive because it affronts the contemporary community standard relating to the description or representation of sexual material which is utterly without redeeming social value.

E. Traffic obstructing signs. No sign or sign structure shall be constructed in such a manner or at such a location that it will obstruct access to any fire escape or other means of ingress or egress from a building or any exit corridor, exit hallway or exit doorway. No sign or supporting structure shall cover, wholly or partially, any window or doorway in any manner that it will substantially limit access to the building in case of fire.

F. Bare light bulbs. Strings of bare lights shall not be constructed, erected, or maintained within view of any private or public street or right-of-way except if designed as part of a structure's architectural design. This subsection shall not apply to lighting displays as described in Subsection 18.780.070.A.2.

G. Roof signs. Roof signs of any kind are prohibited, including temporary signs with the sole exception of approved temporary balloons.

H. Revolving signs. Revolving, rotating or moving signs of any kind are prohibited.

I. Flashing signs. A sign which displays flashing or intermittent or sequential light, or lights of changing degrees or intensity, with each interval in the cycle lasting two seconds or less. Exposed reflective type bulbs, strobe lights, rotary beacons, par spots, zip lights, or similar devices shall be prohibited.

J. Temporary signs with illumination or changeable copy. A sign not permanently erected or affixed to any sign structure, sign tower or building which is an electrical or internally illuminated sign or a sign with changeable message characteristics.

K. Right-of-way. Signs in the public right-of-way in whole or in part, except signs legally erected for informational purposes by or on behalf of a government agency.

L. Signs on a vehicle. Any sign placed on or painted on a motor vehicle or trailer, as defined by ORS Chapter 801, with the primary purpose of providing a sign not otherwise allowed for by this chapter.

M. Billboards. Billboards are prohibited.

18.780.080 Sign Illumination

A. Surface brightness. The surface brightness of any sign shall not exceed that produced by the diffused output obtained from 800 milliampere fluorescent light sources spaced not closer than eight inches, center on center.

B. No exposed incandescent lamps. Any exposed incandescent lamp which exceeds 25 watts shall not be used on the exterior surface of any sign so as to expose the face of such bulb or lamp to any public street or public right-of-way with the exception of electronic information signs.

18.780.085 Sign Measurement

A. Projecting and freestanding signs.

1. The area of a freestanding or projecting sign shall include all sign faces counted in calculating its area. Regardless of the number of sign cabinets or sign faces, the total allowable area shall not be exceeded;

2. The area of the sign shall be measured as follows if the sign is composed of one or more individual cabinets or sides:

   a. The area around and enclosing the perimeter of each cabinet, sign face or module shall be summed and then totaled to determine total area. The perimeter of measurable area shall not

include embellishments such as pole covers, framing and decorative roofing, provided there is no written advertising copy, symbols or logos on such embellishments;

b. If the sign is composed of more than two sign cabinets, sign facia or modules, the area enclosing the entire perimeter of all cabinets and/or modules within a single, continuous geometric figure shall be the area of the sign. Pole covers and other embellishments shall not be included in the area of the sign measurement if they do not bear written advertising copy, symbols or logos; and

c. The overall height of a freestanding sign or sign structure is measured from the grade directly below the sign to the highest point of the sign or sign structure and shall include architectural and structural embellishments.

B. Wall Signs.

1. The area of the sign shall be measured as follows:

a. The area around and enclosing the perimeter of each cabinet, sign face or module shall be summed and then totaled to determine total area. The perimeter of measurable area shall not include embellishments such as pole covers, framing and decorative roofing, provided there is no written advertising copy, symbols or logos on such embellishments;

b. If the sign is composed of individual letters or symbols using the wall as the background with or without added decoration, the total sign area shall be calculated by measuring the area within the perimeter of all symbols and letters or other decoration including logos;

c. Measurement of the wall area pertaining to flush pitched "roof" signs shall be calculated as if the sign were mounted directly on the wall face immediately below the sign; and

d. Measurement of the wall area pertaining to awning or canopy signs shall be calculated to include the vertical surface of the awning or canopy on which the sign is to be mounted and the wall surface of the structure to which it is attached.

18.780.090 Special Condition Signs

A. Applicability. Special-condition signs shall have special or unique dimensional, locational, illumination, maximum number or other requirements imposed upon them in addition to the regulations contained in this chapter.

B. Bench signs.

1. Bench signs shall only be permitted at designated transit stops in commercial, industrial and the R-12, R-25 and R-40 zones where no bus shelter exists:

a. There shall be no more than one bench sign per allowable transit stop;

b. Placement of the bench sign shall not interfere with pedestrian traffic or be located within a vision clearance area or a public right-of-way unless otherwise determined to be permissible by the City Engineer;

c. Application for a bench sign shall include the signature of the affected property owner, proof of liability insurance and any required permits from the State Highway Division or Washington County, where applicable; and

d. The sign area shall be limited to a total of 14 square feet.

C. Balloons.

1. One inflatable, stationary balloon or one cluster of children's balloons firmly secured shall be allowed only if all of the following conditions are satisfied:

a. A City of Tigard sign permit is obtained for each single or cluster of balloons;

b. Each owner or legal occupant of property or a building shall be allowed one balloon per year;

c. A balloon sign shall be allowed to remain up for a period of no longer than 10 days per year;

d. A permit issued for a balloon will serve as one of the three sign permits allowed per business in a calendar year;

e. Balloons may be permitted as roof signs with a City sign permit;

f. The size of a balloon shall not exceed 25 feet in height; and

g. The balloon shall be secured to a structure on the ground and shall not be allowed to float in the air higher than 25 feet above the nearest building roof line.

D. Electronic message centers.

1. Electronic Message Center (variable message) sign regulations shall be as follows:

a. Electronic message center signs shall be permitted only in the C-G and CBD zones;

b. The maximum height and area of an electronic message center sign shall be that which is stipulated in Subsection 18.780.130C;

c. An electronic message center shall be allowed to substitute for one freestanding sign or one wall sign;

d. One electronic message center sign, either freestanding or wall-mounted, shall be allowed per premises;

e. With regard to light patterns:

(1) Traveling light patterns ("chaser effect") shall be prohibited;

(2) Messages and animation shall be displayed at intervals of greater than two seconds in duration.

E. Free-standing freeway-oriented signs.

1. For signs requiring a permit under the Oregon Motorist Information Act, the City will determine pursuant to a Type 1 process whether the sign meets all applicable City standards and provide that determination to any applicant for a State permit consistent with ORS 377.723.

2. Freeway-oriented signs shall be permitted only in the C-G, I-P, I-L and I-H zoning districts;

3. Freeway-oriented signs shall be permitted to be located within 200 feet of Highway 217 and/or Interstate Freeway No. 5 rights-of-way as shown in the Freeway-Oriented Sign (FOS) overlay zone maps in Figure 1; (Figure 1 is on file in the City Recorder's office.)

4. One freestanding freeway-oriented sign shall be allowed per premises;

5. The maximum height of a freeway-oriented sign shall not exceed 35 feet from the ground level at its base;

6. For freestanding signs a total maximum sign area of 160 square feet per face (320 square feet total) shall be allowed;

7. Freeway-oriented signs shall be oriented to be viewed from the freeway;

8. In addition to a freeway-oriented sign, each parcel, development complex or premises shall be allowed one freestanding sign provided all other provisions of this chapter can be met and both signs are located on separate frontages with different orientations;

9. Freeway-oriented signs are not permitted as roof, tenant, temporary, balloon, wall and awning signs.

F. Awning signs.

1. Awning signs shall be permitted in all zoning districts;

2. The copy on awning signs may not extend above the upper surfaces of the awning structure. They may be hung below the awning if the sign clears the sidewalk by at least 8-1/2 feet;

3. Awning signs may be internally or externally illuminated; and

4. Awning signs may extend into the public right-of-way 6-1/2 feet or 2/3 of the distance to the roadway, whichever is less. However, no sign may extend within two feet of the roadway. State Highway Division approval shall be necessary for awning signs on state highways.

G. Flush pitched "roof" sign.

1. Flush pitched roof signs shall be allowed in all zoning districts except residential;

2. The face of flush pitched roof signs may not extend more than six inches above the roof line;

3. Flush pitched roof signs shall be parallel to the building face. They may not extend beyond the building wall. Such surfaces shall be considered part of a wall surface in the calculation of total wall area;

4. Such signs shall be attached to a mansard or other near vertical roof where the roof angle is greater than 45 from horizontal; and

5. All Code provisions applicable to wall signs shall also be applicable to this type of sign.

H. Painted Wall Signs.

1. Wall signs, including symbols or logos, which are painted directly onto the wall surface shall not exceed in gross wall area that percentage normally allowed for a wall sign in that zoning district; however, the vertical dimension of the sign cannot exceed 20 percent of the height of the wall.

I. Entryway Signs.

1. Entryway signs shall be permitted in all districts.

J. Cultural Institution Auxiliary Signs.

1. Cultural Institution Auxiliary Signs shall be permitted in all zoning districts.

2. Cultural Institution Auxiliary Signs are limited to one sign and must be either within the same sign structure as another free-standing sign on the property where the Cultural Institution is located or on a wall of the primary building of the Cultural Institution. A wall sign must be consistent in structure and materials with any existing wall sign on the Cultural Institution. The sign area of a Cultural Institution Auxiliary Sign shall not exceed four (4) square feet per face. (Ord. 06-13, Ord. 06-09, Ord. 04-03)

18.780.100 Temporary Signs

A. Authorization. The Director shall be empowered to authorize temporary signs not exempted by Section 18.780.060 by means of a Type I procedure, as governed by Section 18.390, using approval criteria contained in Section 18.385. The Director shall attach such conditions to the issuance of a permit for a temporary sign as may be necessary to ensure discontinuance of the use of the sign in accordance with the terms of the authorization, and to ensure substantial compliance with the purpose of this title.

B. Expiration.

1. A temporary sign permit shall terminate within 30 days from the date of issuance; and

2. No permit shall be issued for a period longer than 30 days, but a permit may be reissued by the Director for two additional permit periods of 30 days each per calendar year.

C. Types and locations. Types and locations of temporary signs shall be as follows:

1. The total number of temporary signs issued by permit shall not exceed one for any use at any one period of time; such signs are not permitted for single-family and duplex dwellings. Exempted lawn signs in residential zones are not governed by this provision;

2. The total area of a temporary sign shall not exceed 24 square feet and no more than 12 square feet per face; such signs are not permitted for single-family and duplex dwellings. The permitted area

for a banner shall be no more than 24 square feet per face with the total sign area not to exceed 24 square feet;

3. See Subsection 18.780.015 A.52 for the types of temporary signs which may be approved;

4. Special event banners to be hung across public right-of-ways may be permitted by the City Manager's designee;

5. A balloon as provided in Subsection 18.780.090 C.

D. Location. The location of a temporary sign requiring a permit shall be as approved by the Director. Exempted lawn signs shall be placed only on private property, outside of the public right-of-way, and may not obstruct the clear vision area.

E. Attachment. Temporary signs may not be permanently attached to the ground, buildings or other structures. (Ord. 04-02)

18.780.110 Nonconforming Signs

A. Applicability. For the purposes of this chapter, non-conforming signs will be defined as follows:

1. Except as provided in this chapter, signs in existence on March 20, 1978, in accordance with Ordinance Nos. 77-89 and 78-16, which do not conform to the provisions of this chapter, but which were constructed, erected or maintained in compliance with all previous regulations, shall be regarded as nonconforming signs which may be continued until March 20, 1988;

2. Signs in existence on January 11, 1971, which do not conform to the provisions of this chapter, but which were constructed, erected or maintained in compliance with all previous regulations, were regarded as nonconforming signs and could be continued for a period of 10 years from January 11, 1971. All such signs which were not brought into compliance with the standards in Ordinance Nos. 77-89 and 78-16 and the extensions granted, are now in violation of this chapter;

3. Signs located on premises annexed into the City after January 11, 1971, which do not comply with the provisions of this chapter, shall be brought into compliance with this chapter within a period of ten years after the effective date of the annexation;

4. Any sign which is structurally altered, relocated or replaced shall immediately be brought into compliance with all of the provisions of this chapter, except the repairing and restoration of a sign on site or away from the site to a safe condition. Any part of a sign or sign structure for normal maintenance shall be permitted without loss of nonconforming status.

B. Restrictions. For purposes of this title, a sign face or message change shall be subject to the following provisions:

1. A sign face or message change on a nonconforming sign is not allowed as an alteration when the affected property and sign structure have been abandoned for greater than 90 days;

2. A sign face or message change shall be allowed as an alteration only for existing conforming signs and for nonconforming signs prior to their amortization expiration date; and

3. No sign permit shall be required for allowable sign face or message changes.

C. Reconstruction. Should a nonconforming sign or sign structure or nonconforming portion of structure be destroyed or repaired by any means to an extent of more than 50% of its replacement cost, it shall not be reconstructed except in conformity with the provisions of this title.

D. Requirements for conformance.

1. Signs in existence on the effective date of this chapter which do not comply with provisions regulating flashing signs; use of par spotlights or rotating beacons; rotating and revolving signs; flags, banners, streamers, or strings of lights, or temporary or incidental signs; shall be made to conform within 90 days from the effective date of this chapter. (Ord. 04-03)

18.780.120 Sign Removal Provisions: Nonconforming and Abandoned Signs

A. Conformance required. All signs erected after the effective date of this title, which are in violation of any provisions of this ordinance, shall be removed or brought into conformance upon written notice by the Director.

B. Removal. All signs which do not comply with this chapter, but were erected prior to the effective date of this ordinance, shall be removed or brought into conformance within 60 days from written notice by certified mail given by the Director.

C. Enforcement. If the owner of sign, building, structure or premises fails to comply with the written order, the Director may then cite the owner into court subject to Chapter 18.230, Enforcement. The following exceptions apply:

1. Section 18.780.110, Nonconforming Signs, provides for certain time limits and other conditions for certain signs as described therein;

2. Any sign that by its condition or location presents an immediate or serious danger to the public, by order of the Building Official, shall be removed or repaired within the time the Building Official may specify. In the event the owner of such sign cannot be found or refuses to comply with the order to remove, the Building Official shall then have the dangerous sign removed and the owner cited for noncompliance and recovery of any damage or expense;

3. All temporary signs shall be removed as provided in Subsection 18.780.100.B.1., or in the case of temporary balloons as provided in Subsection 18.780.090.C.1.

D. Responsible party for removal. Any person who owns or leases a nonconforming or abandoned sign or sign structure shall remove such sign and sign structure when the expiration of the amortization period for the sign(s) as provided in Section 18.780.110 has occurred or the sign has been abandoned:

1. If the person who owns or leases such sign fails to remove it as provided in this section, the Director shall give the owner of the building, structure or premises upon which such sign is located, 60 days written notice to remove it;

2. If the sign has not been removed at the expiration of the 60 days notice, the Director may remove such sign at cost to the owner of the building, structure or premises;

3. Signs which are in full compliance with City sign regulations, which the successor to a person's business agrees to maintain as provided in this chapter, need not be removed in accordance with this section; and

4. Costs incurred by the City due to removal, may be made a lien against the land or premises on which such sign is located, after notice and hearing, and may be collected or foreclosed in the same manner as liens otherwise entered in the liens docket of the City.

18.780.130 Zoning District Regulations

A. In the R-7, R-4.5, R-3.5, R-2 and R-1 zones. No sign of any character shall be permitted in an R-7, R-4.5, R-3.5, R-2 or R-1 zone except the following:

1. Wall sign(s) may not exceed a combined total area of four square feet;

2. Every housing complex shall be allowed one permanent freestanding sign at each entry point to the housing complex from the public right-of-way, with the site properly landscaped, and not exceeding 32 square feet per face in area. Illumination may be approved as long as it does not create a public or private nuisance, as determined by the Director considering the purpose of the zone;

3. Every platted subdivision shall be allowed one permanent, freestanding sign at each entry point to the subdivision from the public right-of-way, with the site properly landscaped and not exceeding 32 square feet per face in area. Illumination may be approved as long as it does not create a public or private nuisance, as determined by the Director considering the purpose of the zone;

4. For non-residential uses, one illuminated or non-illuminated freestanding sign not exceeding six feet in height and 32 square feet in area per sign face for uses approved under the site development review or conditional use process will be permitted. Wall signs may not exceed five percent of the gross area of the wall face on which the sign is mounted;

5. Directional signs on private property when such signs are solely designed to identify driveway entrances and exits for motorists on adjoining public streets will be permitted. One sign with an area of four square feet per face shall be permitted per driveway. Such signs shall be consistent with Chapter 18.795, Visual Clearance Areas;

6. The signs specified in Section 18.780.060A shall be allowed, subject to any restrictions imposed by this title;

7. Temporary Signs in accordance with Sections 18.780.090 and 18.780.100;

8. Lawn signs in accordance with Sections 18.780.060 A.1, A.6, and B.2;

9. Special condition signs in accordance with Section 18.780.090; and

10. Additional permitted sign include awning sign(s) and painted wall sign(s).

B. In the R-12, R-25 and R-40 zones. No sign shall be permitted in the R-12, R-25 or R-40 zone except for the following:

1. Wall sign(s) may not exceed a combined total area of one square foot per dwelling unit and may not project from the wall face;

2. Every housing complex shall be allowed one permanent freestanding sign at each entry point to the housing complex from the public right-of-way, with the site properly landscaped and not exceeding 32 square feet in area per sign face. Illumination may be approved as long as it does not create a public or private nuisance, as determined by the Director considering the purpose of the zone;

3. Every platted subdivision shall be allowed one permanent freestanding sign at each entry point to the subdivision from the public right-of-way, with the site properly landscaped, and not exceeding 32 square feet in area per sign face. Illumination may be approved as long as it does not create a public or private nuisance, as determined by the Director considering the purpose of the zone;

4. For non-residential uses, one illuminated or non-illuminated freestanding sign not exceeding six feet in height and 32 square feet in area per sign face for uses approved under the site development review or conditional use process will be permitted. Wall signs may not exceed five percent of the gross area of the wall face on which the sign is mounted;

5. Directional signs on private property when such signs are solely designed to identify driveway entrances and exits for motorists on adjoining public streets will be permitted. One sign with an area of four square feet per face shall be permitted per driveway. Such signs shall be consistent with Chapter 18.795, Visual Clearance Areas;

6. The signs specified in Section 18.780.060A shall be allowed, subject to any restrictions imposed by this title;

7. Temporary Signs in accordance with Sections 18.780.090 and 18.780.100;

8. Lawn signs in accordance with Sections 18.780.060 A.1, A.6, and B.2;

9. Special condition signs in accordance with Section 18.780.090; and

10. Additional permitted sign including awning sign(s) and painted wall sign(s).

C. <u>In the C-G and CBD zones.</u> No sign shall be permitted in the C-G and CBD zones except for the following:

1. Freestanding signs shall have certain limitations and conditions when permitted on properties in commercial zones:

   (a) One multi-faced, freestanding sign shall be permitted subject to conditions and limitations as stated herein;

   (b) A reader-board assembly may be an integral part of the freestanding sign;

   (c) The maximum square footage of signs shall be 70 square feet per face or a total of 140 square feet for all sign faces. No part of any freestanding sign shall extend over a property line into public right-of-way space;

(d) The sign area may be increased one square foot for each lineal foot the sign is moved back from the front property line to which the sign is adjacent. If the street is curbed and paved, the measurement may be taken from a point which is 15 feet from the pavement. This increase in sign area is limited to a maximum of 90 square feet per face or a total of 180 square feet for all faces; and

(e) Freestanding signs located next to the public right-of-way shall not exceed 20 feet in height. Height may be increased one foot in height for each 10 feet of setback from the property line or a point 15 feet from the edge of pavement, whichever is less, to a maximum of 22 feet in height.

2. Wall Signs:

(a) Wall signs, including illuminated reader-boards, may be erected or maintained but shall not exceed in gross area 15 percent of any building face on which the sign is to be mounted;

(b) Wall signs may not project more than 18 inches from the wall or extend above the wall to which they are attached; and

(c) If it is determined under the development review process that the wall sign's visual appeal and overall design quality would be served, an additional 50% of the allowable sign area may be permitted. No copy will be permitted, however, in the additional area permitted. For purposes of this subsection, "copy" includes symbols, logos, and letters.

3. Directional signs on private property when such signs are solely designed to identify driveway entrances and exits for motorists on adjoining public streets. One sign with an area of four square feet per face shall be permitted per driveway. Such signs shall be consistent with Chapter 18.795, Visual Clearance Areas;

4. Electronic message centers per Subsection 18.780.090D shall be permitted;

5. The signs specified in Section 18.780.060A shall be allowed, subject to any restrictions imposed by this title;

6. Temporary Signs in accordance with Sections 18.780.090 and 18.780.100;

7. Lawn signs in accordance with Sections 18.780.060 A.1, A.6, and B.2;

8. Special condition signs in accordance with Section 18.780.090; and

9. Additional permitted sign including awning sign(s), flush pitched "roof" sign(s), freeway-oriented sign(s), tenant sign(s), projecting sign(s), and painted wall sign(s).

D. <u>In the C-P zone.</u> No sign shall be permitted in the C-P zone except for the following:

1. Freestanding signs shall have certain limitations and conditions when permitted on properties zoned C-P including:

(a) One multifaced, freestanding sign per premises shall be permitted, subject to conditions and limitations as stated herein;

(b) A reader-board assembly may be an integral part of the freestanding sign;

(c) The maximum square footage of freestanding signs shall be 32 square feet per face or a total of 64 square feet for all sign faces. No part of any freestanding sign shall extend over a property line into public right-of-way space;

(d) The sign area may be increased one square foot for each lineal foot the sign is moved back from the front property line to which the sign is adjacent. If the street is curbed and paved the measurement may be taken from a point which is 15 feet from the pavement. This increase in sign area is limited to a maximum of 52 square feet per face or a total of 104 square feet for all faces; and

(e) Freestanding signs located next to the public right-of-way shall not exceed eight feet in height. Height may be increased one foot in height for each 10 feet of setback from the property line or a point 15 feet from the edge of pavement whichever is less to a maximum of 10 feet in height;

2. Wall signs shall have certain limitations and conditions when permitted on properties zoned C-P including:

(a) Wall signs, including illuminated reader-boards, may be erected or maintained but shall not exceed 5% in gross area of any wall face on which the sign is to be mounted;

(b) Wall signs shall be parallel to the face of the building upon which the sign is located; and

(c) If it is determined under the development review process that the wall sign's visual appeal and overall design quality would be served, an additional 50% of the allowable sign area may be permitted. No copy will be permitted, however, in the additional area permitted. For purposes of this subsection, "copy" includes symbols, logos and letters.

3. Directional signs on private property when such signs are solely designed to identify driveway entrances and exits for motorists on adjoining public streets. One sign with an area of four square feet per face shall be permitted per driveway. Such signs shall be consistent with Chapter 18.795, Visual Clearance Areas;

4. Temporary Signs in accordance with Sections 18.780.090 and 18.780.100;

5. Lawn signs in accordance with Sections 18.780.060 A.1, A.6, and B.2;

6. Special condition signs in accordance with Section 18.780.090; and

7. Additional permitted sign including awning sign(s), flush pitched "roof" sign(s) and painted wall sign(s).

E. <u>In the C-N and C-C zones.</u> No sign shall be permitted in the C-N and CBG zones except for the following:

1. Freestanding signs shall have certain limitations and conditions when permitted on properties zoned C-N or C-C:

(a) One multifaced, freestanding sign per premises shall be permitted subject to conditions and limitations as stated herein;

(b) A reader-board assembly may be an integral part of the freestanding sign;

(c) The maximum square footage of freestanding signs shall be 32 square feet per face or a total of 64 square feet for all sign faces. No part of any freestanding sign shall extend over a property line into public right-of-way space;

(d) The sign area may be increased one square foot for each lineal foot the sign is moved back from the front property line to which the sign is adjacent. If the street is curbed and paved the measurement may be taken from a point which is 15 feet from the pavement. This increase in sign area is limited to a maximum of 52 square feet per face or a total of 104 square feet for all faces; and

(e) Freestanding signs located next to the public right-of-way shall not exceed 20 feet in height. Height may be increased one foot in height for each ten feet of setback from the property line or a point 15 feet from the edge of pavement whichever is less to a maximum of 22 feet in height;

2. Wall signs shall have certain limitations and conditions when permitted on properties zoned C-N or C-C:

(a) Wall signs, including illuminated reader-boards, may be erected or maintained but shall not exceed in gross area ten percent of any building face on which the sign is to be mounted;

(b) Wall signs shall be parallel to the face of the building upon which the sign is located; and

(c) If it is determined under the development review process that the wall sign's visual appeal and overall design quality would be served, an additional 50 percent of he allowable sign area may be permitted. No copy will be permitted, however, in the additional area permitted. For purposes of this subsection, "copy" includes symbols, logos and letters.

3. Directional signs on private property when such signs are solely designed to identify driveway entrances and exits for motorists on adjoining public streets. One sign with an area of four square feet per face shall be permitted per driveway. Such signs shall be consistent with Chapter 18.795, Visual Clearance Areas;

4. Temporary Signs in accordance with Sections 18.780.090 and 18.780.100;

5. Lawn signs in accordance with Sections 18.780.060 A.1, A.6, and B.2;

6. Special condition signs in accordance with Section 18.780.090; and

7. Additional permitted sign including awning sign(s), tenant sign(s), flush pitched "roof" sign(s) and painted wall sign(s).

F. <u>In industrial zones.</u> No signs shall be permitted in an I-P, I-L or I-H zone except for the following:

1. Freestanding signs shall have certain limitations and conditions when permitted on properties in industrial zones;

(a) One multifaced, freestanding sign shall be permitted subject to conditions and limitations as stated herein;

(b) A reader-board assembly may be an integral part of the freestanding sign.

(c) The maximum square footage of signs shall be 70 square feet per face or a total of 140 square feet for all sign faces. No part of any freestanding sign shall extend over a property line into public right-of-way space;

(d) The sign area may be increased one square foot for each lineal foot the sign is moved back from the front property line to which the sign is adjacent. If the street is curbed and paved, the measurement may be taken from a point which is 15 feet from the pavement. This increase in sign area is limited to a maximum of 90 square feet per face or a total of 180 square feet for all faces; and

(e) Freestanding signs located next to the public right-of-way shall not exceed 20 feet in height. Height may be increased one foot in height for each 10 feet of setback from the property line or a point 15 feet from the edge of pavement, whichever is less, to a maximum of 22 feet in height;

2. Wall Signs shall have certain limitations and conditions when permitted on properties in industrial zones:

(a) Wall signs, including illuminated reader-boards, may be erected or maintained but shall not exceed in gross area 15 percent of any building face on which the sign is to be mounted;

(b) Wall signs may not project more than 18 inches from the wall or extend above the wall to which they are attached; and

(c) If it is determined under the development review process that the wall sign's visual appeal and overall design quality would be served, an additional 50 percent of the allowable sign area may be permitted. No copy will be permitted, however, in the additional area permitted. For purposes of this subsection, "copy" includes symbols, logos and letters.

3. Directional signs on private property when such signs are solely designed to identify driveway entrances and exits for motorists on adjoining public streets. One sign with an area of four square feet per face shall be permitted per driveway. Such signs shall be consistent with Chapter 18.795, Visual Clearance Areas;

4. Temporary Signs in accordance with Sections 18.780.090 and 18.780.100;

5. Lawn signs in accordance with Sections 18.780.060 A.1, A.6, and B.2;

6. Special condition signs in accordance with Section 18.780.090; and

7. Additional permitted sign including awning sign(s), tenant sign(s), freeway-oriented sign(s), projecting sign(s), flush pitched "roof" sign(s), and painted wall sign(s).

G. Additional requirements in commercial and industrial zones. If it is determined under the site development review process that the sign's visual appeal and overall design quality would be served

while maintaining the intent and purpose of this chapter, an additional 50% of the allowable sign area and 25% of sign height may be permitted. No copy will be permitted in the additional area or height. For purposes of this subsection the word "copy" includes symbols, logos and figures, as well as letters.

1. Each freestanding sign shall be surrounded by an area set aside to protect the sign from vehicles negotiating in the parking area of the business and the area set aside shall be landscaped;

   a. The size and shape of the area set aside and the landscaping shall be represented on the plot plan required by permit and shall be subject to the review and control of the Director, under the site development review process; and

   b. On existing sites where a landscape island is not feasible, the minimum clearance between the lowest portion of a freestanding sign and the ground shall be 14 feet in any vehicle maneuvering area.

2. No freestanding sign, nor any portion of any freestanding sign, shall be located or project over any portion of a street, sidewalk or other public right-of-way or property unless an exception has been granted;

3. When a premises contains more than a single tenant but is not defined as a shopping center, the provisions of a freestanding sign shall take into consideration the need for providing a signing system which is harmonious in appearance and legible:

   a. The building owner shall provide, at his own expense, a common support for all tenant signage; and

   b. Up to an additional 50% of sign copy area may be permitted under the site development review process so as to adequately identify the separate tenants when determined that the increased sign area will not be inconsistent with the purpose of this chapter.

4. Shopping centers or industrial parks shall establish a single signing format:

   a. Up to an additional 50% of sign area may be permitted under the development review process to adequately identify the complex when it can be determined that the increased sign area will not be inconsistent with the purposes of this chapter;

   b. This increase should be judged according to unique identification needs and circumstances which necessitate additional area to make the sign sufficiently legible; and

   c. When a shopping center or industrial park has more than one main entrance on separate frontages, a second freestanding sign may be allowed under the site development review process. The two allowable signs shall face separate frontages and are not intended to be viewed simultaneously;

5. Legal owners or occupants of properties or buildings which are in shopping plazas and which are directly located or are proposed to be located on a commercially- and industrially-zoned corner property(ies) (one or more contiguous tax lots located at the intersection of two or more public streets), shall be allowed to have one freestanding sign along each street frontage when all of the following are met:

   a. A sign permit shall be required for each sign prior to its erection;

b. The total combined height of two freestanding signs on the premises shall not exceed 150% of what is normally allowed for one freestanding sign in the same zoning district;

c. Neither of the signs shall exceed the sign height normally allowed in the zoning district in which the signs are located; (See Subsection 18.780.030.)

d. No more than two freestanding signs shall be permitted;

e. The two allowable signs shall face separate frontages and are not intended to be viewed simultaneously; and

g. All other provisions of this chapter shall apply.

6. Shopping centers in the C-G zoning district shall be entitled to freestanding signage according to the following optional standards:

a. A maximum of two freestanding signs shall be permitted per roadway frontage provided they can meet both sign area and sign height requirements as set forth in this subsection;

b. The combined height of two signs shall not exceed 150% of the sign height normally allowed for one freestanding sign in the same zoning district; however, neither shall exceed the height normally allowed in the same zoning district;

c. Total combined sign area for both signs shall not exceed 150% of what is normally allowed for one freestanding sign in the same zoning district; however, neither shall exceed the area normally allowed in the same zoning district;

d. Neither sign shall pose a vision clearance problem or shall project into the public right-of-way;

e. A sign permit shall be required prior to erection of any freestanding sign referred to in this subsection.

18.780.140 Sign Code Adjustments

A. Adjustments. The Director may grant an adjustment to the requirements of this chapter by means of a Type I or Type II procedure, as governed by Chapter 18.390, using approval criteria in Section 18.370.020 C.6.

B. If an adjustment is granted, the rights thereby given to the applicant shall continue to exist and to belong to the applicant or any other owner of the land for a period of 1-1/2 years from the date of final approval:

1. If, at the expiration of 1-1/2 years from the date of approval, construction of the structure or initiation of the use giving rise to the need for the adjustment has not begun, the rights given by the adjustment approval shall terminate without further action by the City; and

2. Said rights shall also terminate at or after the expiration of 1-1/2 years from approval if, though commenced within 1-1/2 years, construction ceases and is not resumed within 60 days. ■

Chapter 18.795
VISUAL CLEARANCE AREAS

Sections:

18.795.010 Purpose
18.795.020 Applicability of Provisions
18.795.030 Visual Clearance Requirements
18.795.040 Computations

18.795.010 Purpose

A. Purpose. The purpose of this chapter is to establish standards which will assure proper sight distances at intersections to reduce the hazard from vehicular turning movements.

18.795.020 Applicability of Provisions

A. When provisions apply. The provisions of this chapter shall apply to all development including the construction of new structures, the remodeling of existing structures and to a change of use which increases the on-site parking or loading requirements or which changes the access requirements.

B. When site development review is not required. Where the provisions of Chapter 18.330, Site Development Review, do not apply, the Director shall approve, approve with conditions, or deny a plan submitted under the provisions of this chapter through a Type I procedure, as governed by Section 18.390.030, using the standards in this chapter as approval criteria.

18.795.030 Visual Clearance Requirements

A. At corners. Except within the CBD zoning district a visual clearance area shall be maintained on the corners of all property adjacent to the intersection of two streets, a street and a railroad, or a driveway providing access to a public or private street.

B. Obstructions prohibited. A clear vision area shall contain no vehicle, hedge, planting, fence, wall structure or temporary or permanent obstruction (except for an occasional utility pole or tree), exceeding three feet in height, measured from the top of the curb, or where no curb exists, from the street center line grade, except that trees exceeding this height may be located in this area, provided all branches below eight feet are removed.

C. Additional topographical constraints. Where the crest of a hill or vertical curve conditions contribute to the obstruction of clear vision areas at a street or driveway intersection, hedges, plantings, fences, walls, wall structures and temporary or permanent obstructions shall be further reduced in height or eliminated to comply with the intent of the required clear vision area.

18.795.040 Computations

A. Arterial streets. On all designated arterial streets the visual clearance area shall not be less than 35 feet on each side of the intersection.

B. Non-arterial streets.

1. Non-arterial streets 24 feet or more in width. At all intersections of two non-arterial streets, a non-arterial street and a driveway, and a non-arterial street or driveway and railroad where at least one of the streets or driveways is 24 feet or more in width, a visual clearance area shall be a triangle formed by the right-of-way or property lines along such lots and a straight line joining the right-of-way or property line at points which are 30 feet distance from the intersection of the right-of-way line and measured along such lines. See Figure 18.795.1:

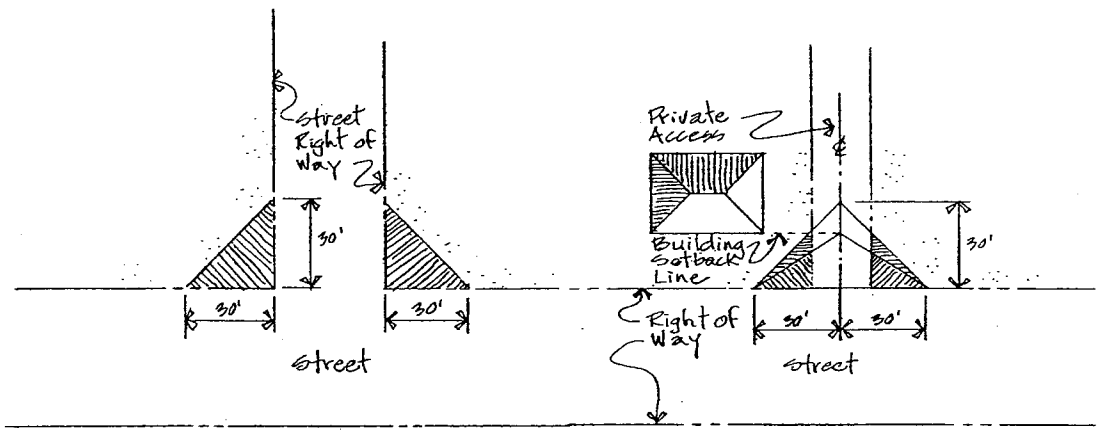


FIGURE 18.795.1
ILLUSTRATIONS OF VISUAL CLEARANCE REQUIREMENTS

2. Non-arterial streets less than 24 feet in width. At all intersections of two non-arterial streets, a non-arterial street and a driveway, and a non-arterial street or driveway and railroad where both streets and/or driveways are less than 24 feet in width, a visual clearance area shall be a triangle whose base extends 30 feet along the street right-of-way line in both directions from the centerline of the accessway at the front setback line of a single family and two family residence, and 30 feet back from the property line on all other types of uses. ■

Chapter 18.114

SIGNS

Sections:

18.114.010	Purpose.
18.114.015	Definitions.
18.114.020	Permits required.
18.114.030	Administration and approval process.
18.114.040	Expiration of approval--Standards for extension of time.
18.114.050	Inspections.
18.114.060	Sign exemptions.
18.114.070	Certain signs prohibited.
18.114.080	Sign illumination.
18.114.090	Special condition signs.
18.114.100	Temporary signs.
18.114.110	Nonconforming signs.
18.114.120	Sign removal provisions--Nonconforming and abandoned signs.
18.114.130	Zoning district regulations.
18.114.140	Exceptions.
18.114.145	Approval criteria for exceptions to sign code.
18.114.150	Application submission requirements.

18.114.010 Purpose. (a) The purpose of this chapter is:

(1) To protect the health, safety, property and welfare of the public;

(2) To improve the neat, clean, orderly and attractive appearance of the community;

(3) To improve the effectiveness of signs in identifying the advertising businesses;

(4) To provide for safe construction, location, erection and maintenance of signs;

(5) To prevent proliferation of signs and sign clutter; and

(6) To minimize adverse visual safety factors to public highway travelers.

(b) In addition, it is the purpose of this chapter to regulate the design, quality of materials, construction, location, electrification, illumination and maintenance of all signs visible from public property or from public rights-of-way.

(c) It is not the purpose of this chapter to permit the erection or maintenance of any sign at any place or in any manner unlawful under any other ordinance or state or federal law. (Ord. 83-52 Exhibit A(part), 1983).

18.114.015 Definitions. (a) For the purpose of this chapter, words used in the present tense include the future, the singular number includes the plural, "shall" is mandatory and not directory and "building" includes "structures" except "sign structures."

(b) As used in this title, unless the context requires otherwise, the following words and phrases shall have the meanings set forth in this chapter.

(c) The definitions to be used in this chapter are in addition to Chapter 18.26, Definitions and are as follows:

(1) "A board" refers to any double face temporary sign which does not exceed twelve square feet per side.

(2) "Area" means the entire area within any type of perimeter which encloses the outer limits of any writing, representation, emblem, figure or character. The area of a sign having no such perimeter or border shall be computed by enclosing the entire surface area within a parallelogram or triangle, then computing the area thereof. The area of all signs in existence at the date of adoption of this title, whether conforming or nonconforming, shall be counted in establishing the permitted sign area of all signs allowed for an individual business on a premises. Where a sign is of a three-dimensional or round or irregular solid shape, the largest cross-section shall be used in a flat projection for the purpose of determining sign area.

(3) "Bench sign" means a bench designed to seat people which carries a written or graphic message.

(4) "Billboard." See "outdoor advertising sign."

(5) "Business" means all of the activities carried on by the same legal entity on the same premises and includes eleemosynary, fraternal, religious, educational or social organizations. "Legal entity" includes, but is not limited to, individual proprietorships, partnerships, corporations, nonprofit corporations, associations or joint stock companies.

(6) "Building official" means officer or designee of the city empowered to enforce the Uniform Building Code.

(7) "Business of outdoor advertising" includes the business of constructing, erecting, operating, using, maintaining or leasing outdoor advertising signs.

(8) "Construct" means every type of display in the form of letters, figures, characters, representations.

(9) "Cutout" means every type of display in the form of letters, figures, characters, representations or others in cutout or irregular form attached to or superimposed upon a sign or advertising sign.

(10) "Development review" means the process set forth in Chapter 18.120.

(11) "Display surface" means the area made available by the sign structure for the purpose of displaying the advertising or identification message.

(12) "Electrical sign" includes any sign utilizing electrical wiring.

(13) "Electronic information sign" includes signs, displays, devices or portions thereof with lighted changing messages that change at intermittent intervals by electronic process or remote control. Electronic information signs are not identified as rotating, revolving or moving signs.

(14) "Externally illuminated sign" includes a sign illuminated from an external light source.

(15) "Face of a building" means all window and wall areas of a building in one or more parallel planes.

(16) "Flashing sign" means any sign which is illuminated by an intermittent or flashing light source or which is in any other way animated so as to create the illusion of movement without actual physical movement or the illusion of a flashing or intermittent light or light source. Flashing signs do not include electronic information signs.

(17) "Freestanding sign" means a sign erected and mounted on a freestanding frame, mast or pole and not attached to any building.

(18) "Freeway-oriented sign" means a sign primarily designed to be read by a motorist traveling on a highway designated by the Oregon State Highway Department as a freeway or expressway; specifically, these shall be Interstate 5, and Oregon State Highway No. 217, and shall not include U.S. Highway 99W.

(19) "Frontage" means the length of the property line of any one premises along a public roadway.

(20) "Ideological sign" means signs which communicate a political, moral or philosophical comment or religious statement which does not promote any commercial interest or refer specifically to a particular ballot measure to be voted on in the next election.

(21) "Immediate or serious danger" includes:

(A) Whenever any portion of the structure is damaged by fire, earthquake, wind, flood or other causes; any member or appurtenance that is likely to fail, or become detached or dislodged or to collapse and thereby injure persons or damage property.

(B) Whenever any portion of the structure is not of sufficient strength or stability or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the Uniform Building Code for this type structure or similar structure and will not exceed the working stresses permitted in the Uniform Building Code for such structures.

(C) Whenever the location of the sign structure obstructs the view of motorist traveling on the public streets or any place, and thus causes damage to property or thereby injures persons.

(22) "Incidental sign" means signs advertising or identifying associated goods, products, services or facilities available on the premises, including, but not limited to, trading stamps, credit cards accepted or brand names.

(23) "Incombustible material" means any material which will not ignite at, or below, a temperature of twelve hundred degrees Fahrenheit during an exposure of five minutes and which will not continue to burn or glow at that temperature when tested in accordance with standards established in the Uniform Building Code.

(24) "Industrial park" means a parcel of land which complies with the requirements set forth in Chapter 18.68.

(25) "Internally illuminated sign" means signs with an internal source of illumination where the light source is not visible from the exterior of the sign.

(26) "Maintain" means to permit a sign, sign structure or part thereof to continue or to repair or refurbish a sign, sign structure or part thereof.

(27) "Nameplate" means signs identifying only the name and occupation or profession of the occupant of the premises on which the sign is located.

(28) "Nonstructural trim" means the moldings, battens, caps, nailing strips and latticing, letters and walkways which are attached to a sign structure.

(29) "Off-premises sign" means any sign including, but not limited to, a painted sign, temporary sign, permanent sign or outdoor advertising sign, which sign advertises goods, products or services which are not sold, manufactured or distributed on or from the premises or a sign which advertises a business or facilities not located on the premises on which the sign is located.

(30) "Outdoor advertising or billboard sign" means a sign constructed, erected and maintained by a person licensed to engage in the business of outdoor advertising and which sign is an off-premises sign supported by a substantial permanent sign structure with a display surface or display surfaces primarily designed for the purpose of painting or posting advertising message thereon at periodic intervals, and when customarily, although not exclusively, the use of the display surface is leased to other persons. Sometimes referred to as "billboards."

(31) "Person" means individuals, corporations, associations, firms, partnerships and joint stock companies.

(32) "Plastic material" means those materials made wholly or partially from standardized plastics listed and described in the Uniform Building Code or approved plastics which have been approved by the Underwriters' Laboratory for use in construction of electrical signs.

(33) "Political signs" means signs promoting or opposing a candidate or measure in a specific election.

(34) "Premises" means one or more lots on which are constructed or on which are to be constructed a building or a group of buildings designed as a unit.

(35) "Projecting sign" means signs other than a wall sign which projects from a building.

(36) "Projection" means the distance by which a projecting sign extends from a building.

(37) "Readerboard sign" means any sign with changeable copy as message, except electronic information signs.

(38) "Roof sign" means a sign erected upon or directly above a roof or parapet of a building or structure.

(39) "Rotating, revolving or moving sign" means any sign, or portion of a sign, which moves in any manner.

(40) "Sign" means an advertising sign, outdoor advertising sign, on-premises sign, display, temporary sign, temporary sign display, message, light (other than a device used primarily to illuminate a building or a premises), emblem, device, figure or mannequin, painting, drawing, placard, poster or other thing that is designed, used or intended for advertising purposes, or to inform or to attract the attention of the public, and includes, where applicable, the sign structure, display surfaces and all other component parts of the sign.

(41) "Sign structure" means any structure which supports or is capable of supporting any sign as described in the Uniform Building Code. A sign structure may be a single pole and may or may not be an integral part of a building.

(42) "Temporary sign" means any sign, "A" board frame, banner or advertising display which is not permanently erected or permanently affixed to any sign structure, sign tower or building and which is not an electrical sign or an internally illuminated sign or one with changeable message characteristics.

(43) "Uniform Building Code" means the most recent structural and specialty Oregon Uniform Building Code as adopted by the Oregon Department of Commerce, and which Uniform Building Code, by this reference, is incorporated in this title to the extent of specific citations thereof in this title.

(44) "Wall sign" means any sign attached to, painted on or erected against the wall of a building or structure, with the exposed face of the sign in a plane parallel to the plane of the wall. (Ord. 83-52 Exhibit A(part), 1983).

18.114.020 Permits required. (a) No sign shall hereafter be erected, reerected, constructed, altered or relocated within the city limits except as provided by this title, and a permit for the sign has been issued by the director and designee.

(b) A separate permit is required for a sign or signs for each business entity and a separate permit is required

for each group of signs on a single supporting structure.

(c) A separate permit is required when it is proposed to remove a sign from its supporting structure for its repair and maintenance.

(d) Separate structural permits under the Uniform Building Code shall also apply.

(e) In addition, an electrical permit shall be obtained for all illuminated signs, from the enforcing agency, subject to the provisions of the State Electrical Code. (Ord. 83-52 Exhibit A(part), 1983).

18.114.030 Administration and approval process. (a) The applicant for sign permit structure proposals shall be the recorded owner of the property or an agent authorized in writing by the owner.

(b) A preapplication conference with city staff is required. See Section 18.32.040.

(c) Due to possible changes in state statutes, or regional or local policy, information given by staff to the applicant during the preapplication conference is valid for not more than six months.

(1) Another preapplication conference is required if any accessory use or structure application is submitted six months after the preapplication conference;

(2) Failure of the director to provide any of the information required by this chapter shall not constitute a waiver of the standard, criteria or requirements of the applications.

(d) The director shall approve, approve with conditions or deny any application for a sign permit. The director shall apply the standards set forth in Sections 18.114.080, 18.114-.090 and 18.114.130 of this code when reviewing an application for a sign.

(e) The decision of the director may be appealed in accordance with Section 18.32.310(a).

(1) Any person who has been ordered by the director to remove a sign, alleged to be in violation of this chapter;

(2) Any person whose permit to erect or alter a sign has been refused or revoked under this chapter;

(3) Any person seeking an exception from the provisions of this chapter;

(4) Any person adversely affected by a determination of nonconformity by the director under Section 18.114.110;

(5) Any person otherwise adversely affected by a determination made under this chapter.

(f) No hearing before the commission shall be granted from a decision by the director unless the appeal is filed within ten days of the decision.

(g) Application for hearing shall not stay the action of the director unless the applicant requests a stay and after

appropriate notice and hearings, the director determines that specific public safety considerations outweigh the delay of the action for the hearing and review process.

(h) The director is authorized and directed to enforce all of the provisions of this chapter.

(1) All signs for which permits are required shall be inspected by the building official;

(2) Upon presentation of proper credentials, the building official designee may enter at reasonable times any building, structure or premises in the city to perform any duty imposed upon the position by this chapter. (Ord. 83-52 Exhibit A(part), 1983).

18.114.040 Expiration of approval--Standards for extension of time. (a) Sign permit approval by the director shall be effective for a period of ninety days from the date of approval.

(b) The sign permit approval by the director shall lapse if:

(1) Substantial construction of the approved plan has not begun within the ninety-day period;

(2) Construction on the site is a departure from the approved plan.

(c) The director shall, upon written request by the applicant, grant an extension of the approval period not to exceed ninety days; provided, that:

(1) No changes are made on the original sign permit plan as approved by the director;

(2) The applicant can show intent of initiating construction of the sign within the ninety-day extension period; and

(3) There have been no changes in the applicable policies and ordinance provisions and Uniform Building Code provisions on which the approval was based. (Ord. 83-52 Exhibit A(part), 1983).

18.114.050 Inspections. (a) General. All construction work for which a permit is required shall be subject to an inspection by the building official per the Uniform Building Code and this title.

(1) A survey of the lot or proposed location for sign erection may be required by the building official to verify compliance of the structure with approved plans.

(2) Neither the building official nor the jurisdiction is liable for expense, or other obligations, entailed in the removal or replacement of any material required to allow inspection.

(b) Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the building official that such work is ready for inspection.

The building official may require that every request for inspection be filed at least one working day before such inspection is desired.

(c) Required Inspections. Reinforcing steel or structural framework of any part of the proposed structure shall not be covered or concealed without first obtaining approval of the building official. (Ord. 83-52 Exhibit A(part), 1983).

18.114.060 Sign exemptions. (a) The following signs and operations shall not require a sign permit but shall conform to all other applicable regulations of this chapter and the provisions of subsection (b) of this section:

(1) Signs advertising exclusively the sale, rental or lease of premises on which the signs are located;

(2) Memorial signs or tablets, names of buildings and dates of erection, if either, cut into any masonry surface or constructed of bronze or other incombustible material;

(3) Signs denoting the architect, engineer, contractor and similar information concerning a subdivision or development and placed on the construction site;

(4) Signs denoting one-time clearance sales of household goods (e.g., a garage sale);

(5) Signs promoting or opposing a candidate or measure in a specific election;

(6) Ideological signs;

(7) Signs of temporary nature advertising events or products for sale for nonprofit organizations;

(8) Nothing in this title prevents the erection, location or construction of signs on private property where such erection, construction or location is required by any law or ordinance nor shall any public agency or utility be prohibited from erecting signs on private property when otherwise permitted;

(9) Nothing in this title prevents the erection, location or construction of directional or instructional signs on private property when such signs are solely designed to direct or to guide or to instruct pedestrians or vehicular traffic while on the parcel of real property on which the signs are located. No sign permit or fee is required for such signs.

(b) All signs exempt from permit requirements under subsection (a) of this section shall meet the following requirements:

(1) The sign shall be erected on private property with the consent of the lawful possessor of the property and shall not be placed on utility poles or in the public right-of-way;

(2) The total area of signage per parcel shall not exceed six square feet in single-family residential, twelve square feet in multifamily zones, fifteen square feet in C-N

zoning districts, and seventy square feet in other zoning districts, regardless of the number of signs;

(3) At least one sign shall be permitted per parcel of land; additional signs on such parcel shall be spaced at least fifty feet apart in residential zoning districts and thirty feet apart in nonresidential zoning districts.

(c) Signs exempt from permit requirements under subdivision (1) and (3) to (5) of subsection (a) of this section shall be removed within ten days from the end of the event displayed.

(d) The sign permit provisions of this section shall not apply to repair, maintenance or change of copy (including, but not limited to the changing of a message on a sign specifically designed for the use of replaceable copy), or unlawfully erected or maintained signs. (Ord. 83-52 Exhibit A(part), 1983).

18.114.070 Certain signs prohibited. (a) Prohibited Display of Flags and Banners. It is a violation of this chapter to erect or maintain strings of pennants, banners or streamers, festoons of lights, clusters of flags, strings of twirlers or propellers, flashing or blinking lights, flares, balloons and similar devices of carnival character. Exceptions:

(1) National, state and institutional flags properly displayed;

(2) Seasonal decoration and generally recognized holidays;

(3) Pennants and banners approved as temporary signs.

(b) Unsafe Signs or Improperly Maintained Signs. No sign shall be constructed, erected or maintained unless the sign and sign structure is so constructed, erected and maintained as to be able to withstand the wind, seismic and other requirements as specified in the Uniform Building Code, or this code.

(c) Signs at Intersections. No sign shall be erected at intersections of any streets in such a manner as to materially obstruct free and clear vision.

(1) No sign shall be erected at any location where, by reason of the position, shape or color, that interferes with, obstructs the view of, or could be confused with, any authorized traffic signal or device;

(2) No sign shall be erected which makes use of the work "stop," "look," "danger," or any other similar word, phrase, symbol or character in such manner as is reasonably likely to interfere with, mislead or confuse motorists.

(d) Obscenity. No sign shall bear or contain statements, words or pictures in which the dominant theme of the material, taken as a whole, appeals to the prurient interest in sex or is patently offensive because it affronts the contemporary community standard relating to the description or

representation of sexual material which is utterly without redeeming social value.

(e) Traffic Obstructing Signs. No sign or sign structure shall be constructed in such a manner or at such a location that it will obstruct access to any fire escape or other means of ingress or egress from a building or any exit corridor, exit hallway or exit doorway. No sign or supporting structure shall cover, wholly or partially, any window or doorway in any manner that it will substantially limit access to the building in case of fire.

(f) Off-premises Signs. No off-premises sign shall be permitted in any commercial or industrial zone, except outdoor advertising signs, as regulated in other parts of this title. Off-premises signs may only be approved by the commission through the exception procedure established by Section 18.114.130.

(g) Bare Light Bulbs. Strings of bare lights shall not be constructed, erected or maintained within view of any public street or public right-of-way. This subsection shall not apply to lighting displays as described in subdivision (a) of subsection (a) of this section.

(h) Roof Signs. Roof signs of any kind are prohibited, including temporary signs.

(i) Revolving Signs. Revolving, rotating or moving signs of any kind are prohibited.

(j) Flashing Signs. Flashing signs, exposed reflective-type bulbs, strobe lights, rotary beacons, par spots, zip lights or similar devices are prohibited. (Ord. 83-52 Exhibit A(part), 1983).

18.114.080 Sign illumination. (a) The surface brightness of any sign shall not exceed that produced by the diffused output obtained from eight hundred milliampere fluorescent light sources not closer than eight inches on center.

(b) Exposed incandescent lamp which exceeds twenty-five watts shall not be used on the exterior surface of any sign so as to expose the face of such bulb or lamp to any public street or public right-of-way with the exception of electronic information signs. (Ord. 83-52 Exhibit A(part), 1983).

18.114.090 Special condition signs. (a) Outdoor Advertising Signs. Outdoor advertising sign regulations are as follows:

(1) Zones Permitted. Outdoor advertising signs are permitted only in a C-G commercial zone or I-P, I-L and I-H industrial zones.

(2) Height. The maximum height of an outdoor advertising sign shall not exceed thirty-five feet from the ground level at its base.

(3) Size.

(A) The maximum sign dimensions of an outdoor advertising sign shall be twelve feet in height and twenty-five feet in length (excluding supports and foundations) or a

total maximum sign area of three hundred square feet per face.

(B) Outdoor advertising signs may be increased in area to fourteen feet in height and forty-eight feet in length or a total maximum sign area of six hundred seventy-five square feet per face where permitted as freeway-oriented signs.

(C) On freeway-oriented signs, cutouts may project beyond the display surface and may add up to one-third additional area of permitted display surface and further may extend five and one-half feet above, four feet below or two feet to either side of the display surface; provided, that the thirty-five foot maximum height limit is not exceeded by such cutouts.

(4) Locations Permitted.

(A) Outdoor advertising signs are only permitted to locate on and orient to Oregon State Expressway No. 217 and Interstate Freeway No. 5.

(B) Outdoor advertising signs shall not have more than one display surface facing in the same traffic direction on any one premises.

(C) For the purpose of this provision and for the purposes of applying the spacing limitations or density limitations which follow, a single outdoor advertising structure on which two display surfaces are attached back-to-back is considered as one outdoor advertising sign and with one display surface facing one traffic direction.

(5) Outdoor advertising signs shall not be located within three hundred feet of another outdoor advertising sign on the opposite side of the street or highway or within five hundred feet of another outdoor advertising sign on the same side of the street or highway.

(A) For purposes of applying this limitation, distances shall be measured as a radius from a sign.

(B) Where two or more signs are in violation of these spacing provisions, the first lawfully constructed, erected and maintained shall be permitted to remain.

(6) Outdoor advertising signs shall have all metal structures; provided, however, that the display surface or display surfaces and the stringers used for the support of the display surfaces together with cutouts may be made of other materials.

(7) Outdoor advertising signs are not permitted as roof signs.

(8) All signs, together with all of their supports, braces, guys and anchors shall be kept in good repair and shall be maintained in a safe condition.

(A) All signs and the site upon which they are located shall be maintained in a neat, clean and attractive condition.

(B) Signs shall be kept free from excessive rust, corrosion, peeling paint or other surface deterioration.

(C) The display surfaces of all signs shall be kept neatly painted or posted.

(b) Bench Signs. Bench signs are only permitted at designated transit stops in commercial, industrial and multi-family zones where no bus shelter exists.

(1) There shall be no more than one bench sign per allowable transit stop.

(2) Placement of the bench sign shall not interfere with pedestrian traffic or traffic vision.

(3) Application for a bench sign shall include the signature of the affected property owner and proof of liability insurance.

(c) Incidental Signs. Incidental signs shall not exceed twelve inches in height and eighteen inches in width and shall be limited to four signs attached to a permitted freestanding sign.

(1) Incidental signs as described above, are permitted as wall signs.

(2) The total combined area shall not exceed six square feet.

(d) Political Signs. Signs relating to the nomination and election of any individual for a political office or advocacy of any measure to be voted upon at an election shall be allowed under the following conditions:

(1) Such signs shall be temporary in nature and shall be removed within ten days after the election.

(2) Such signs shall not exceed twelve square feet in residential zones and thirty-two square feet in all other areas.

(3) No political sign shall be erected within or on any public property or right-of-way or affixed to any pole, post or standard located within or on public property or right-of-way. (Ord. 83-52 Exhibit A(part), 1983).

18.114.100 Temporary signs. (a) Authorization. The director is empowered to authorize temporary signs not exempted by Section 18.114.060. The director shall attach such conditions to the issuance of a permit for a temporary sign as may be necessary to assure discontinuance of the use of the sign in accordance with the terms of the authorization, and to assure substantial compliance with the purpose of this title.

(b) Issuance Authority.

(1) The director may issue temporary sign permits which shall terminate within sixty days from the date of issuance;

(2) No permit shall be issued for a period longer than sixty days, but a permit may be renewed by the director upon a showing of good cause for the continuation of the temporary permit.

(c) Required Conditions. Applicants for temporary sign permits shall submit such evidence as may be required to enable the director to determine that one or more of the following conditions exists:

(1) The need for the temporary sign is the direct result of a casualty loss;

(2) The applicant has lost leasehold occupancy rights;

(3) The need for a temporary sign is to bring to the attention of the public a special sale, a special service or a special event which is compatible with the business;

(4) Types and locations of temporary signs are as follows:

(A) The total number of temporary signs shall not exceed four for any one business at any one period of time.

(B) The total area of one sign shall not exceed twelve square feet.

(C) See Section 18.114.015(c)(42), Temporary sign, for definition of type approved.

(D) Location shall be as approved by building official. Sign clutter, blanketing and shabby appearances of signs shall be avoided.

(i) Foundation inspections shall be made after all required excavations, form work, bolt settings are completed and ready to receive concrete.

(ii) All anchorages shall be left exposed for inspection.

(iii) Electrical inspection shall be made by the agency issuing electrical permits.

(iv) Final inspection shall be called for by the applicant when all work is completed. This inspection shall cover all items required by the building official under state law or city ordinance such as the locations, landscaping if required and general compliance with the approved plans and requirements of this title. (Ord. 83-52 Exhibit A(part), 1983).

18.114.110 Nonconforming signs. (a) Except as provided in this chapter, signs in existence on March 20, 1978, according to Ordinance Nos. 77-89 and 78-16, which do not conform to the provisions of this chapter, but which were constructed, erected or maintained in compliance with all previous regulations, shall be regarded as nonconforming signs which may be continued until March 20, 1988.

(b) Signs in existence on January 11, 1971, which do not conform to the provisions of this chapter, but which were constructed, erected or maintained in compliance with all previous regulations, were regarded as nonconforming signs and could be continued for a period of ten years from January 11, 1971. All such signs which were not brought into compliance with the standards in Ordinance Nos. 77-89 and 78-16 and the extensions granted are now in violation of this chapter.

(c) Signs located on premises annexed into the city after January 11, 1971, which do not comply with the provisions of this chapter, shall be brought into compliance with this chapter within a period of ten years after the effective date of the annexation.

(d) Any sign which is structurally altered, relocated or replaced shall immediately be brought into compliance with all of the provisions of this chapter, except the repairing and restoration of a sign on-site, or away from the site, to a safe condition. Any part of a sign or sign structure for normal maintenance shall be permitted without loss of nonconforming status.

(e) Signs in existence on the effective date of the ordinance codified in this chapter which do not comply with provisions regulating flashing signs; use of par spotlights or rotating beacons; rotating and revolving signs; flags, banners, streamers or strings of lights (or temporary or incidental signs) shall be made to conform within ninety days from the effective date of the ordinance codified in this chapter.

(f) Signs in existence on the effective date of the ordinance codified in this chapter which do not comply with the provisions of Section 18.114.090(a)(4)(A) shall be permitted to remain along U.S. Highway 99W only. (Ord. 83-52 Exhibit A(part), 1983).

18.114.120 Sign removal provisions--Nonconforming and abandoned signs. (a) All signs erected after the effective date of the ordinance codified in this title, which are in violation of any provision of the ordinance codified in this chapter, shall be removed or brought into conformance, upon written notice by the director or designee.

(b) All signs which do not comply with this chapter, but were erected prior to the effective date of the ordinance codified in this chapter, shall be removed or brought into conformance within sixty days from written notice by certified mail given by the director or duly authorized representative.

(c) If the owner of sign, building, structure or premises fails to comply with the written order, the director or designee may then cite the owner into court subject to Chapter 18.24, Enforcement. The following exceptions apply:

(1) Section 18.114.110, Nonconforming signs, provides for certain time limits and other conditions for certain signs as described therein.

(2) Any sign that by its condition or location presents an immediate or serious danger to the public, by order of the building official, shall be removed or repaired within the time he may specify.

In the event the owner of such sign cannot be found or refuses to comply with the order to remove, the building

official shall then have the dangerous sign removed and the owner cited for noncompliance and recovery of any damage or expense.

(3) All temporary signs shall be removed or repaired as provided in Section 18.114.100.

(d) Any person who owns or leases a sign shall remove such sign and sign structure when either the business that it advertises has discontinued business in the city or the business that it advertises is no longer conducted in or upon the premises upon which such sign is located.

(1) If the person who owns or leases such sign fails to remove it as provided in this section, the director shall give the owner of the building, structure or premises upon which such sign is located, sixty days' written notice to remove it.

(2) If the sign has not been removed at the expiration of the sixty days' notice, the director or designee may remove such sign at cost to the owner of the building, structure or premises.

(3) Signs which the successor to a person's business or business location agrees to maintain as provided in this chapter need not be removed in accordance with this section.

(4) Costs incurred by the city due to removal, may be made a lien against the land or premises on which such sign is located, after notice and hearing and may be collected or foreclosed in the same manner as liens otherwise entered in the liens docket of the city. (Ord. 83-52 Exhibit A(part), 1983).

18.114.130 Zoning district regulations. (a) Permitted Signs. No sign of any character shall be permitted in an R-7, R-4.5, R-3.5, R-2 or R-1 zone except the following:

(1) Nameplates. Sign bearing only property numbers, names of occupants of the premises or other identification of the premises not having a commercial connotation not exceeding a combined area of four square feet.

(2) Real Estate Signs. One on-site temporary sign for each street frontage offering the premises for sale, lease or inspection by the public; provided, that the total area of such sign does not exceed six square feet in area. Such signs may also be modified to indicate that the property has been sold.

(3) Permanent Subdivision Identification Signs. One ground sign, at each entry point to the subdivision from the public right-of-way, with the site properly landscaped, denoting the development name and not exceeding thirty-two square feet in area. Illumination may be approved as long as it does not create a public or private nuisance, as determined by the director considering the purpose of the zone.

(4) Real Estate Directional Signs. Temporary real estate signs advertising an open house and located off the premises, limited to a sign area of six square feet and a maximum dimension of four feet may be erected and maintained, provided the display of such sign shall be only during those hours the property is available for inspection.

(A) No other off-premises directional signs are allowed. No permits are required for such signs, but the director may establish reasonable rules and regulations to prohibit sign clutter, erection of unsafe signs or other problems in connection with the erection of real estate directional signs.

(B) Such rules and regulations shall be on file with the city recorder.

(5) Religious Assembly.

(A) Freestanding signs for religious assemblies and educational institutions in residential zones are limited to sixteen feet in height and sixty-five square feet in area per sign face.

(B) Religious assemblies and educational institutions are permitted to have readerboards but not in excess of the allowable sign area.

(C) Wall signs shall not exceed five percent of the front wall area and not be permitted on side or rear wall.

(6) Signs Exempt From Permit. The signs specified in Section 18.114.060(a) are allowed, subject to any restrictions imposed by this title.

(b) Multifamily Residential Zones. No sign is permitted in an R-12, R-20, or A-20 zone except for the following:

(1) Permanent Residential Nameplates Identifying the Premises. Total signing on a premises shall not exceed one square foot of area per dwelling unit.

(2) Incidental Signs. Such signs shall only be permitted when attached to a permanently affixed sign structure or to the wall of the building.

(3) Real Estate Signs. One outside sign offering the premises for sale providing that the total area of such sign does not exceed twelve square feet. Such signs may be modified to indicate that the property has been sold.

(4) Nonresidential Signs. One illuminated or nonilluminated sign not exceeding six feet in height and sixty-five square feet in area per sign face identifying any nonresidential use permitted in a multiple-family residential zone, if such use has been approved under the conditional use process.

(5) Real Estate Directional Signs and Religious Signs. In accordance with subdivisions (4) and (5) of subsection (a) of this section.

(6) Signs Exempt From Permit. The signs specified

in Section 18.114.060(a) are allowed, subject to any restrictions imposed by this title.

(c) Commercial Zones. No sign is permitted in a C-G and CBD zone except for the following:

(1) Freestanding Signs.

(A) Freestanding Sign Limits. Freestanding signs shall have certain limitations and conditions when permitted on properties zoned commercial and industrial.

(i) One multifaced, freestanding sign identifying the principal goods, products, facilities or services available on the premises, is permitted on the premises, subject to conditions and limitations as stated herein.

(ii) A readerboard assembly may be an integral part of the freestanding sign.

(B) Area Limits. The maximum square footage of signs is seventy square feet per face or a total of one hundred forty square feet for all sign faces. No part of any freestanding sign shall extend over a property line into public right-of-way space.

(C) Area Limit Increases. The sign area may be increased one square foot for each lineal foot the sign is moved back from the front property line the sign is adjacent to. If the street is curbed and paved the measurement may be taken from a point which is fifteen feet from the pavement. This increase in sign area is limited to a maximum of ninety square feet per face or a total of one hundred eighty square feet for all faces.

(D) Height Limits. Freestanding signs located next to the public right-of-way shall not exceed twenty feet in height. Height may be increased one foot in height for each ten feet of setback from the property line or a point fifteen feet from the edge of pavement, whichever is less, to a maximum of twenty-two feet in height.

(2) Wall Signs.

(A) Wall signs, including illuminated readerboards, may be erected or maintained but shall not exceed in gross area fifteen percent of the building frontage occupied by the tenant.

(B) Wall signs may not project more than eighteen inches from the wall or extend above the wall to which they are attached.

(C) In buildings where one or more tenant(s) occupy a portion of a building which does not include any portion of an interior wall having exposure to a public street, allowable wall sign area will be computed in the following manner:

(i) Each tenant not having building frontage may have a wall sign on the wall having street exposure (front wall) provided it does not exceed in sign area that portion of sign area permitted that front wall tenant having the smallest proportion of allowable sign area.

(ii) In this type of building the allowable proportion of front wall sign area shall be computed as fifteen percent of the total building face.

(iii) A wall sign program shall be established for all multitenant buildings; no new permit shall be issued until such a program is established.

(iv) On preexisting buildings, each new tenant will adhere to the established program.

(D) If it is determined under the development review process that the wall sign's visual appeal and overall design quality would be served, an additional fifty percent of the allowable sign area may be permitted. No copy will be permitted, however, in the additional area permitted. For purposes of this subsection, "copy" includes symbols, logos and letters.

(E) Wall signs painted directly onto the wall surface shall not exceed in gross wall area fifteen percent of the face of the building they are painted upon, and the vertical dimension of the sign cannot exceed twenty percent of the height of the wall.

(F) One freestanding or wall sign will be permitted offering the premises for sale or rent. Total area of such sign shall not exceed seventy square feet.

(3) Signs Exempt from Permit. The signs specified in Section 18.114.060(a) are allowed, subject to any restrictions imposed by this title.

(d) Commercial-Professional Zone. No sign is permitted in a C-P zone except for the following:

(1) There shall be not more than one square foot of sign area for each one hundred square feet of floor area within the building or buildings to be identified. All signs shall not exceed fifteen square feet per face or a total of thirty square feet for all sign faces if both faces are used.

(2) No sign shall project above the roof line or extend over a public sidewalk or right-of-way. All faces of signs shall be parallel to the face of the building upon which the sign is located and to which the sign pertains.

(3) Signs may be painted or otherwise applied directly to a wall providing such sign is an integral part of building design and approval is obtained for such sign under the development review process.

(4) No billboards are permitted.

(5) Special types of signs per Section 18.114.090 may be approved under the development review process.

(6) Signs within a planned development district for the specific purpose of advertising the premises for sale or rent, site identification, building identification, tenant identification and traffic direction may be permitted within such planned development as approved in the detailed development plan subject to approval by the director, providing that

an integrated sign theme is carried out compatible with the overall development and consistent with the approved general plan and program.

(7) The signs specified in Section 18.114.060(a) are allowed, subject to any restrictions imposed by this title.

(e) Neighborhood Commercial Zone. No sign is permitted in a C-N zone except for the following:

(1) The area of all signs shall not exceed fifteen square feet per side, or a total of thirty square feet for all sign faces if more than one face is used.

(2) Freestanding signs may be permitted in lieu of building-mounted signs, subject to specific approval under the design review process.

(3) Special types of signs per Section 18.114.090 may be approved subject to a specific approval under the development review process.

(4) The signs specified in Section 18.114.060(a) are allowed, subject to any restrictions imposed by this title.

(f) Industrial Zones. No signs are permitted in an I-P, I-L or I-H zone except for the following:

(1) Freestanding Signs.

(A) Limitations. Freestanding signs shall have certain limitations and conditions when permitted on properties zoned commercial and industrial.

(i) One multifaced, freestanding sign identifying the principal goods, products, facilities or services available on the premises, shall be permitted on the premises, subject to conditions and limitations as stated herein.

(ii) A readerboard assembly may be an integral part of the freestanding sign.

(B) Area Limits. The maximum square footage of signs is seventy square feet per face or a total of one hundred forty square feet for all sign faces. No part of any freestanding sign shall extend over a property line into public right-of-way space.

(C) Area Limit Increases. The sign area may be increased one square foot for each lineal foot the sign is moved back from the front property line the sign is adjacent to. If the street is curbed and paved the measurement may be taken from a point which is fifteen feet from the pavement. This increase in sign area is limited to a maximum of ninety square feet per face or a total of one hundred eighty square feet for all faces.

(D) Height Limits. Freestanding signs located next to the public right-of-way shall not exceed twenty feet in height. Height may be increased one foot in height for each ten feet of setback from the property line or a point fifteen feet from the edge of pavement, whichever is less, to a maximum of twenty-two feet in height.

(2) Wall Signs.

(A) Wall signs, including illuminated reader-boards, may be erected or maintained but shall not exceed in gross area fifteen percent of the building frontage occupied by the tenant.

(B) Wall signs may not project more than eighteen inches from the wall or extend above the wall to which they are attached.

(C) In buildings where one or more tenant(s) occupy a portion of a building which does not include any portion of an exterior wall having exposure to a public street, allowable wall sign area will be computed in the following manner:

(i) Each tenant not having building frontage may have a wall sign on the wall having street exposure (front wall) provided it does not exceed in sign area that portion of sign area permitted that front wall tenant having the smallest proportion of allowable sign area.

(ii) In this type of building the allowable proportion of front wall sign area shall be computed as fifteen percent of the total building face.

(iii) A wall sign program shall be established for all multitenant buildings; no new permit shall be issued until such a program is established.

(iv) On preexisting buildings, each new tenant will adhere to the established program.

(D) If it is determined under the development review process that the wall sign's visual appeal and overall design quality would be served, an additional fifty percent of the allowable sign area may be permitted. No copy will be permitted, however, in the additional area permitted. For purposes of this subsection, "copy" includes symbols, logos and letters.

(E) Wall signs painted directly onto the wall surface shall not exceed in gross wall area fifteen percent of the face of the building they are painted upon, and the vertical dimension of the sign cannot exceed twenty percent of the height of the wall.

(F) One freestanding or wall sign will be permitted offering the premises for sale or rent. Total area of such sign shall not exceed seventy square feet.

(3) The signs specified in Section 18.114.060(a) are allowed, subject to any restrictions imposed by this title.

(g) Other Requirements Which Shall Apply to Commercial and Industrial Zones. If it is determined under the development review process that the sign's visual appeal and overall design quality would be served while maintaining the intent and purpose of this chapter, an additional fifty percent of the allowable sign area and twenty-five percent of sign height may be permitted. No copy will be permitted in the additional

area or height. For purposes of this subsection the word "copy" includes symbols, logos and figures, as well as letters.

(1) Each freestanding sign shall be surrounded by an area set aside to protect the sign from vehicles negotiating in the parking area of the business to which the sign relates, and the area set aside shall be landscaped.

(A) The size and shape of the area set aside and the landscaping shall be represented on the plot plan required by permit and shall be subject to the review and control of the director or his agent, under the development review process.

(B) On existing sites where a landscape island is not feasible, the minimum clearance between the lowest portion of a freestanding sign and the ground is fourteen feet in any vehicle maneuvering area.

(2) No freestanding sign, nor any portion of any freestanding sign, shall be located or project over any portion of a street, sidewalk or other public right-of-way or property unless an exception has been granted.

(3) When a premises contains more than a single tenant but is not defined as a shopping center, the provisions of a freestanding sign shall take into consideration the need for providing a signing system which is harmonious in appearance and legible.

(A) The building owner shall provide, at his own expense, a common support for all tenant signage.

(B) Up to an additional fifty percent of sign copy area may be permitted under the design review process so as to adequately identify the separate tenants when determined that the increased sign area will not deter from the purpose of this chapter.

(4) Shopping centers or industrial parks, defined as areas of not less than eight business units and consisting of not less than four acres, shall establish a single signing format.

(A) The sign shall include the complex name and street number.

(B) Up to an additional fifty percent of sign area may be permitted under the development review process to adequately identify the complex when determined that the increased sign area will not deter from the purpose of this chapter.

(C) This increase should be judged according to unique identification needs and circumstances which necessitate additional area to make the sign sufficiently legible.

(D) When a shopping center or industrial park has more than one main entrance on separate frontages, a second freestanding sign may be allowed under the design review process. The two allowable signs shall face separate frontages and are not intended to be viewed simultaneously. (Ord. 83-52 Exhibit A(part), 1983).

18.114.140 Exceptions. (a) The commission or, on review, the council, may grant exceptions to the requirements of this chapter when the applicant demonstrates that, owing to special or unusual circumstances relating to the design, structure or placement of the sign in relation to other structures or land uses or the natural features of the land, the literal interpretation of this chapter would interfere with the communicative function of the sign without corresponding public benefit.

(b) When the commission or the council approves an exception the rights thereby given to the applicant shall continue to exist and to belong to the applicant or any other owner of the land for a period of one year from the date of final approval.

(1) If, at the expiration of one year from the date of approval, construction of the structure or initiation of the use giving rise to the need for the exception has not begun, the rights given by the exception approval shall terminate without further action by the city, the commission or the council.

(2) The rights shall also terminate at or after the expiration of one year from approval if, though commenced within one year, construction ceases and is not resumed within sixty days. (Ord. 83-52 Exhibit A(part), 1983).

18.114.145 Approval criteria for exceptions to sign code. The planning commission shall approve, approve with conditions, or deny a request for an exception to the sign code based on findings that at least one of the following criteria are satisfied:

(1) The proposed sign code exception is necessary because a conforming building or sign on an adjacent property would limit the view of a sign erected on the site in conformance with the sign code standards;

(2) The proposed exception to the height limits in the sign code is necessary to make the sign visible from the street because of the topography of the site;

(3) There is an access drive which services the business or service from a street other than the street which it is located on. (Ord. 84-22 §1, 1984).

18.114.150 Application submission requirements. (a) All applications shall be made on forms provided by the director and shall be accompanied by:

(1) Three copies for review by the director of the sign plan(s) and any necessary data or narrative which explains how the sign plan proposal conforms to the standards:

(A) Sheet size for an accessory use or structure site plan(s) and required drawings shall be drawn on sheets not to exceed eighteen inches by twenty-four inches, and

(B) The scale of the sign site plan shall be twenty, fifty, one hundred or two hundred feet to the inch,

(C) All drawings of the sign elevations and structural components shall be a standard architectural scale, being one-fourth inch or one-eighth inch;

(2) The required fee.

(b) The proposed sign site plan shall include the following information:

(1) The location of the proposed sign, and all existing signs on the site;

(2) The location of all existing and proposed buildings on the site;

(3) The location of all existing and proposed streets and rights-of-way, including names and widths; and

(4) The location of all overhead power and utility lines located on the site.

(c) The proposed sign architectural plans shall include the following information:

(1) The sign dimensions;

(2) The materials and colors to be used;

(3) The height of the sign above the ground;

(4) The source and intensity of any illumination;

(5) Construction drawings indicating size of footings, anchorages and welds;

(6) The director may require engineers' calculations for sign construction, anchorage and footing requirements, including wind resistance and seismic forces, all in conformance with the requirements of the Uniform Building Codes in accordance with Section 18.32.080(a). All sign structures on or near a building shall conform to the State Fire Life Safety requirements and the Uniform Building Code requirements of the building, structure or area where it is erected; and

(7) All electrical illuminated signs shall bear the Underwriters' Laboratory label or equivalent. (Ord. 83-52 Exhibit A(part), 1983).

Chapter 18.120

SITE DEVELOPMENT REVIEW

Sections:

18.120.010	Purpose.
18.120.020	Applicability of provision.
18.120.030	Administration and approval process.
18.120.040	Expiration of approval--Standards for extension of time.
18.120.050	Phased development.
18.120.060	Bonding and assurances.
18.120.070	Major modification to approved plans.
18.120.080	Minor modification(s) of a site development review.
18.120.090	Application submission requirements.
18.120.100	Additional information required and waiver of requirements.
18.120.110	Site conditions.
18.120.120	The site development plan.
18.120.130	Grading plan.
18.120.140	Architectural drawings.
18.120.150	Landscape plan.
18.120.160	Sign drawings.
18.120.170	Exceptions to standards.
18.120.180	Approval standards.

"City" means the area within the territorial limits of the city of Tigard.

"City of Tigard" means the governing structure for the municipality of Tigard, Oregon.

"Commercial use" refers to establishments or places engaged in the distribution and sale or rental of goods, and the provision of services including, but not limited to, the following: retail and wholesale trade establishments, repair and maintenance service establishments, professional offices and services, financial institutions, hotels and motels and uses deemed by the director as similar to these.

"Commission" means the planning commission of Tigard, Oregon.

"Compatibility" shall be interpreted as capable of orderly efficient integration of housing types in a harmonious combination. Compatability shall be determined in accordance with the following matrix:

Existing Use	S.F. Detached	S.F. Detached (Zero Lot Line)	Mobile Hm. Park	Duplex	S.F. Attached	Multifamily
S.F. Detached	YES	YES	Conditional	YES	YES 2 units No-over 2	NO
S.F. Detached (Zero Lot Line)	YES	YES	Conditional	YES	YES	NO
Mobile Home Park	Conditional	Conditional	YES	YES	YES	YES
Duplex	YES	YES	YES	YES	YES	YES
S.F. Attached	Yes 2 units No-over 2	YES	YES	YES	YES	YES
Multi-family	YES	YES	YES	YES	YES	YES

ORD 84-47

Zoning District	Map Symbol	Dwelling Units Per Net Acre	Minimum Lot Size in Square Feet
Low Density			
Single-family residential-detached	R-1	1.2	30,000
Single-family residential detached	R-2	1.7	20,000
Single-family residential detached	R-3.5	3.5	10,000
Single-family residential detached	R-4.5	4.5	7,500
Medium Density			
Single-family residential--detached/attached	R-7	7/12	5,000/3,050
Multiple-family residential	R-12	12	3,050
Medium High Density			
Multiple-family residential	R-20	20	1,850
High Density			
Multiple-family residential	R-40	40+	none
Commercial			
Neighborhood commercial	C-N		5,000
General commercial	C-G		none
Professional administrative office	C-P		6,000
Central Business District			
Central business district	CBD		none
Industrial			
Industrial park	I-P		none
Light industrial	I-L		none
Heavy industrial	I-H		none
Overlay Zones			
Planned development	PD		
Historic district	HD		
Sensitive lands	SL		
Established areas	RE, CE, IE		
Developing areas	RD, CD, ID		

(Ord. 83-52 Exhibit A(part), 1983).

18.40.020 Zoning district map. (a) The boundaries of each of the districts listed in the table in Section 18.40.010 and the zoning classification and use of each tract in each of the zoning districts is prescribed to coincide with the identifying zone classifications shown on the map entitled "Tigard Zoning District Map," dated with the effective date of this code and signed by the mayor and city recorder and

sports and recreation or transient lodging. Typical uses include photography studios, driving schools and trade schools or reducing salons.

(24) Professional and Administrative Services. Refers to offices of private firms or organizations which are primarily used for the provision of professional, executive management or administrative offices, legal offices, architectural or engineering firms.

(25) Research Services. Refers to establishments primarily engaged in research of an industrial or scientific nature which is generally provided as a service or which is conducted by and for a private firm, but excludes medical testing and analysis. Typical uses include electronics research laboratories, environmental research and development firms, or pharmaceutical research labs.

(26) Scrap Operations.

(A) Salvage. Refers to places of business primarily engaged in the storage, sale, dismantling or other processing of used, source-separated, or waste materials which are not intended for reuse in their original form. Typical uses include automotive wrecking yard, junkyards, or paper salvage yards.

(B) Recycling Collection Center. Refers to facilities where glass, cans and papers are collected for the purpose of being transferred to a paper salvage or recycling facility.

(27) Spectator Sports and Entertainment Facilities. Refers to establishments or places primarily engaged in the provision of cultural, entertainment, athletic and other events to spectators. Typical uses include convention centers and sport stadiums.

(28) Transient Lodging. Refers to establishments primarily engaged in the provision of lodging services on a temporary basis with incidental food, drink and other sales and services intended for the convenience of guests. Typical uses include hotels, motels or bed and breakfast houses.

(29) Vehicle Fuel Sales. Refers to establishments or places of business primarily engaged in the retail sale, from the premises, of petroleum products with incidental sale of tires, batteries and replacement items, lubricating services and minor repair services. Typical uses include automobile service stations, filling stations or truck stops.

(d) Industrial Use Types. Industrial use types include the on-site production of goods by methods not commercial, agricultural or extractive in nature.

(1) Light Industrial.

(A) Manufacturing of Finished Products. Refers to the manufacturing of finished products from previously prepared materials (excluding raw materials).

18.60.050 Dimensional lot requirements. Dimensional lot requirements for the C-N district are as follows:

(1) The minimum lot size shall be five thousand square feet.

(2) The minimum lot width shall be fifty feet.

(3) The minimum setback requirements are as follows:

(A) The front yard setback shall be twenty feet;

(B) On corner lots and through lots, the setback shall be twenty feet on any side facing a street; however, the provisions of Chapter 18.102, Visual Clearance Areas, must be satisfied;

(C) No side yard setback shall be required, except twenty feet shall be required where the C-N zone abuts a residential zoning district;

(D) No rear yard setback shall be required except twenty feet shall be required where the C-N zone abuts a residential zoning district;

(E) All building separations shall meet all Uniform Building Code requirements.

(4) Except as otherwise provided in Chapter 18.98, Building Height Limitations, no building in the C-N zoning district shall exceed thirty-five feet in height.

(5) The maximum site coverage shall be eighty-five percent, including all buildings and impervious surfaces.

(6) The minimum landscaping requirement shall be fifteen percent. (Ord. 84-29 §1(Exhibit A(part)), 1984; Ord. 83-52 Exhibit A(part), 1983).

18.60.060 Additional requirements. Additional requirements in the C-N district are as follows:

(1) Off-street parking and loading, Chapter 18.106;

(2) Access and egress, Chapter 18.108;

(3) Landscaping and screening, Chapter 18.100;

(4) Signs, Chapter 18.114;

(5) Nonconforming situations, Chapter 18.132;

(6) Sensitive lands, Chapter 18.84. (Ord. 83-52 Exhibit A(part), 1983).

Chapter 18.62

C-G (GENERAL COMMERCIAL DISTRICT)

Sections:

18.62.010 Purpose.
18.62.020 Procedures and approval process.
18.62.030 Permitted uses.
18.62.040 Conditional use (Chapter 18.130).
18.62.050 Dimensional requirements.
18.62.060 Additional requirements.

18.62.010 Purpose. The purpose of the general commercial areas is to provide for major retail goods and services.

(1) The uses classified as general commercial may involve drive-in services, large space users, a combination of retail, service, wholesale and repair services or provide services to the traveling public.

(2) The uses range from automobile repair and services, supply and equipment stores, vehicle sales, drive-in restaurants to laundry establishments.

(3) It is intended that these uses be adjacent to an arterial or major collector street. (Ord. 83-52 Exhibit A(part), 1983).

18.62.020 Procedures and approval process. (a) A use permitted outright, Section 18.62.030, is a use which requires no approval under the provisions of this code. If a use is not listed as a use permitted outright, it may be held to be a similar unlisted use under the provisions of Chapter 18.43, Unlisted Uses.

(b) A conditional use, Section 18.62.040, is a use the approval of which is discretionary with the hearings officer. The approval process and criteria for approval are set forth in Chapter 18.130, Conditional Uses. If a use is not listed as a conditional use, it may be held to be a similar unlisted use under the provisions of Chapter 18.43, Unlisted Uses. (Ord. 83-52 Exhibit A(part), 1983).

18.62.030 Permitted uses. Permitted uses in the C-G district are as follows:

(1) Civic Use Types.
- (A) Public agency administrative services;
- (B) Cultural exhibits and library services;
- (C) Public support facilities;
- (D) Lodge, fraternal and civic assembly;
- (E) Parking services;
- (F) Postal services;
- (G) Public safety facilities.

(2) Commercial Use Types.
- (A) Agricultural sales;
- (B) Amusement enterprises;
- (C) Animal sales and services:
  - (i) Grooming,
  - (ii) Veterinary, small animals;
- (D) Automotive and equipment:
  - (i) Cleaning,
  - (ii) Repairs, light equipment;
- (E) Business support services;
- (F) Convenient sales and personal services;
- (G) Day care facilities;

(H) Eating and drinking establishments;
(I) Financial, insurance and real estate services;
(J) Food and beverage retail sales;
(K) Funeral and interment services:
(i) Cremating,
(ii) Undertaking;
(L) General retail sales;
(M) Medical and dental services;
(N) Participation sports and recreation:
(i) Indoor,
(ii) Outdoor;
(O) Personal services, general;
(P) Professional and administrative services;
(Q) Consumer repair services;
(R) General retail sales;
(S) Spectator sports and entertainment facilities;
(T) Transient lodging. (Ord. 83-52 Exhibit A(part), 1983).

18.62.040 Conditional use (Chapter 18.130). Conditional uses in the C-G district are as follows:
(1) Adult entertainment;
(2) Automotive and equipment:
(A) Fleet storage,
(B) Sales/rental, farm equipment,
(C) Sales/rental, heavy equipment,
(D) Sales/rental, light equipment,
(E) Storage, recreational vehicles and boats;
(3) Wholesaling, storage and distribution:
(A) Miniwarehouses;
(4) Utilities;
(5) Heliports, in accordance with the Aeronautics Division (ODOT) and the FAA;
(6) Hospitals;
(7) Spectator sport facilities;
(8) Vehicle fuel sales. (Ord. 83-52 Exhibit A(part), 1983).

18.62.050 Dimensional requirements. Dimensional requirements in the C-G district are as follows:
(1) There is no minimum lot area required.
(2) The average minimum lot width shall be fifty feet.
(3) The minimum setback requirements are as follows:
(A) There shall be no minimum front yard setback requirement, however, conditions in Chapter 18.102, Visual Clearance Areas, and Chapter 18.100, Landscaping and Screening, must be met;
(B) On corner lots and through lots, there shall be no minimum setback requirement, however, the provisions of Chapter 18.102, Visual Clearance Areas, must be satisfied;

(C) No side yard setback shall be required, except twenty feet shall be required where the C-G zone abuts a residential zoning district;

(D) No rear yard setback shall be required, except twenty feet shall be required where the C-G zone abuts a residential zoning district.

(4) Except as otherwise provided in Chapter 18.98, Building Height Limitations, no building in a C-G zone shall exceed forty-five feet.

(5) The maximum site coverage shall be eighty-five percent, including all buildings and impervious surfaces.

(6) The minimum landscaping requirement shall be fifteen percent. (Ord. 84-30 §1, 1984; Ord. 84-29 §1(Exhibit A (part)), 1984; Ord. 83-52 Exhibit A(part), 1983).

18.62.060 Additional requirements. Additional requirements in the C-G district are as follows:

(1) Off-street parking and loading, Chapter 18.106;
(2) Access and egress, Chapter 18.108;
(3) Landscaping and screening, Chapter 18.100;
(4) Signs, Chapter 18.114;
(5) Nonconforming situations, Chapter 18.132;
(6) Sensitive lands, Chapter 18.84. (Ord. 83-52 Exhibit A(part), 1983).

Chapter 18.64

C-P (PROFESSIONAL/ADMINISTRATIVE OFFICE COMMERCIAL DISTRICT)

Sections:

18.64.010 Purpose.
18.64.020 Procedures and approval process.
18.64.030 Permitted uses.
18.64.040 Conditional use (Chapter 18.130).
18.64.050 Dimensional requirements.
18.64.060 Additional requirements.

18.64.010 Purpose. (a) The purpose of the C-P district is:

(1) To provide for groups of business and offices in centers;

(2) To accommodate the location of intermediate uses between residential districts and areas of more intense development;

(3) To provide opportunities for employment and for business and professional services in close proximity to residential neighborhoods and major transportation facilities;

(q) The maximum number of manufactured/mobile homes in the park or subdivision shall not exceed the amount calculated in Chapter 18.92. (Ord. 84-29 §1(Exhibit A(part)), 1984; Ord. 83-52 Exhibit A(part), 1983).

18.94.040 Nonconforming mobile homes. (a) Mobile home parks existing at the adoption of the ordinance codified in this title not meeting the standards set forth in this title shall be considered nonconforming and are subject to the standards set forth in Section 18.132.040(b).

(b) Nonconforming mobile homes in such parks may be replaced with like mobile homes that meet the standards of Section 18.94.030 when they are moved or destroyed. (Ord. 83-52 Exhibit A(part), 1983).

Chapter 18.96

ADDITIONAL YARD SETBACK REQUIREMENTS AND EXCEPTIONS

Sections:

18.96.010 Purpose.
18.96.020 Additional setback from centerline required.
18.96.030 Distance between multiple-family residential structure and other structures on the site.
18.96.040 No yard required--Structure not on property line.
18.96.050 Exceptions to yard requirements.
18.96.060 Storage in front yard.
18.96.070 Projections into required yards.
18.96.080 Lot area for flag lots.
18.96.090 Front yard determination.

18.96.010 Purpose. The purpose of this chapter is to permit or afford better light, air and vision clearance on more heavily traveled streets and on streets of substandard width, to make the location of structures compatible with the need for the eventual widening of streets by providing for additional yard setback distances, to assure there is adequate distance between buildings on the site and to provide standards for projections into yard areas. (Ord. 83-52 Exhibit A(part), 1983).

18.96.020 Additional setback from centerline required. (a) To assure improved light, air and sight distance, and to protect the public health, safety and welfare, structures in any zoning district which abut certain arterial and collector streets shall be set back a minimum distance from the centerline of the street.

(b) Where the street is not improved, the measurement shall be made at right angles from the centerline or general extension of the street right-of-way.

(1) Arterial Streets. The required setback distance for buildings on arterial streets is the setback distance required by the zoning district plus the following distances measured from the centerline of the street:

Street Names	Additional Centerline Setback Requirement (in feet)
S.W. Pacific Highway within city limits	50
Hall Boulevard	45
Scholls Ferry Road	50
Durham Road (between Hall Boulevard and Upper Boones Ferry)	45
Upper Boones Ferry Road	45

(2) Collector Streets. The required setback distance for buildings on the following collector streets is the setback distance required by the zoning district plus thirty feet measured from the centerline of the street.

Street Names

Ash Avenue
Atlanta - Haines (east of 68th Avenue)
Atlanta (west of 68th Avenue)
Beef Bend Road
Bonita Road
Bull Mountain Road
Burnham Street
Cascade Boulevard
Commercial Street
Durham (Pacific Highway-Hall Boulevard)
Franklin Street
Gaarde Street
Grant Avenue
Greenburg Road
Hunziker Road
Main Street
McDonald Street
Murdock Street
North Dakota Avenue
Oak (west of Hall)
Pfaffle Street
Sattler Street (forty feet pavement between 100th and Hall)
Summerfield Drive
Tiedeman Avenue

Tigard Street
Walnut Street
68th Avenue
68th Avenue (south of Pacific Highway)
70th (south of Pacific Highway)
72nd Avenue
97th Avenue
98th Avenue
110th Avenue
121st Avenue
Planned, Dartmouth to Pfaffle connection
Planned, Hampton to 69th (westerly loop road).

(c) The minimum yard requirement shall be increased in the event a yard abuts a street having a right-of-way width less than required by its functional classification on the city's transportation plan map and in such case the setback shall be not less than the setback required by the zone plus one-half of the projected road width as shown on the transportation map.

(d) The minimum distance from the wall of any structure to the centerline of an abutting street, however, shall not be less than twenty-five feet plus the yard required by the zone. This provision shall not apply to rights-of-way of fifty feet or greater in width. (Ord. 83-52 Exhibit A(part), 1983).

18.96.030 Distance between multiple-family residential structure and other structures on the site. (a) To provide privacy, light, air and access to the multiple and attached residential dwellings within a development, the following separations shall apply:

(1) Building with windowed walls facing buildings with windowed walls shall have a twenty-five foot separation;

(2) Buildings with windowed walls facing buildings with a blank wall shall have a fifteen-foot separation;

(3) Buildings with opposing blank walls shall have a ten-foot separation;

(4) Building separation shall also apply to buildings having projections such as balconies, bay windows and room projections;

(5) Buildings with courtyards to maintain separation of opposing walls as listed in subdivisions (1), (2) and (3) of this subsection for walls in separate buildings.

(b) Where buildings exceed a horizontal dimension of sixty feet or exceed thirty feet in height, the minimum wall separation shall be one foot for each fifteen feet of building length over fifty feet and two feet for each ten feet of building height over thirty feet.

(c) Driveways, parking lots and common or public

walkways shall maintain the following separation for dwelling units within eight feet of the ground level:

(1) Driveways and parking lots shall be separated from windowed walls by at least eight feet; walkways running parallel to the face of the structures shall be separated by at least five feet;

(2) Driveways and parking lots shall be separated from living room windows by at least ten feet; walkways running parallel to the face of the structure shall be separated by at least seven feet. (Ord. 83-52 Exhibit A(part), 1983).

18.96.040 No yard required--Structure not on property line. In zoning districts where a side yard or a rear yard setback is not required, a structure which is not to be built on the property line shall be set back from the property line by a distance in accordance with the Uniform Building Code requirements. (Ord. 83-52 Exhibit A(part), 1983).

18.96.050 Exceptions to yard requirements. (a) If there are dwellings on both abutting lots with front yard depths less than the required depth for the zone, the depth of the front yard for the intervening lot need not exceed the average depth of the front yards of the abutting lots.

(b) If there is a dwelling on one abutting lot with a front yard of less depth than the required depth for the zone, the front yard for the lot need not exceed a depth one-half-way between the depth of the abutting lot and the required front yard depth. (Ord. 83-52 Exhibit A(part), 1983).

18.96.060 Storage in front yard. Boats, trailers, campers, camper bodies, house trailers, recreation vehicles or commercial vehicles in excess of three-quarter ton capacity shall not be stored in a required front yard in a residential zone. (Ord. 83-52 Exhibit A(part), 1983).

18.96.070 Projections into required yards. (a) Cornices, eaves, belt courses, sills, canopies or similar architectural features may extend or project into a required yard not more than thirty-six inches provided the width of such yard is not reduced to less than three feet.

(b) Fireplace chimneys may project into a required front, side or rear yard not more than three feet; provided the width of such yard is not reduced to less than three feet.

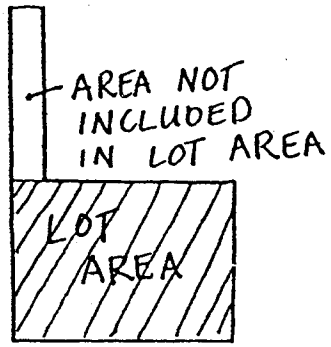
(c) Open porches, decks or balconies, not more than thirty-six inches in height and not covered by a roof or canopy, may extend or project into a required rear or side yard provided such natural yard area is reduced to less than three feet and the deck is screened from abutting properties. Porches may extend into a required front yard not more than thirty-six inches.

(d) Unroofed landings and stairs may project into required front or rear yards only. (Ord. 83-52 Exhibit A(part), 1983).

18.96.080 Lot area for flag lots. (a) The lot area for a flag lot shall comply with the lot area requirements of the applicable zoning district.

(b) The lot area shall be provided entirely within the building site area exclusive of any accessway (see figure in Section 18.96.090). (Ord. 83-52 Exhibit A(part), 1983).

18.96.090 Front yard determination. The owner or developer of a flag lot may determine the location of the front yard; provided no side yard setback area is less than ten feet, and provided the requirements of Section 18.98.030, building heights and flag lots, are satisfied.



(Ord. 83-52 Exhibit A(part), 1983).

Chapter 18.98

BUILDING HEIGHT LIMITATIONS--EXCEPTIONS

Sections:

18.98.010 Projections not used for human habitation.
18.98.020 Building height exceptions.
18.98.030 Building heights and flag lots.

18.98.010 Projections not used for human habitation. Projections such as chimneys, spires, domes, elevator shaft housings, towers excluding TV dish receivers, aerials, flag poles and other similar objects not used for human occupancy, are not subject to the building height limitations of this code. (Ord. 83-52 Exhibit A(part), 1983).

18.98.020 Building height exceptions. Any building located in a nonresidential zone may be built to a maximum height of seventy-five feet; provided:

(1) The total floor area of the building does not exceed one and one-half the area of the site;

(2) The yard dimensions in each case are equal to at least one-half of the building height of the principal structure;

(3) The approval of this exception is a part of the approval of the conditional use allowed under Chapter 18.130; and

(4) The structure is not abutting a residential zoning district. (Ord. 83-52 Exhibit A(part), 1983).

18.98.030 Building heights and flag lots. (a) The maximum height for a single-family, duplex, attached or multiple-family residential structure on a flag lot or a lot having sole access from an accessway, private drive or easement is one and one-half stories or twenty-five feet, whichever is less, except that the maximum height may be two and one-half stories or thirty-five feet, whichever is less, provided:

(1) The proposed dwelling otherwise complies with the applicable dimensional requirements of the zoning district;

(2) A residential structure on any abutting lot either is located fifty feet or more from the nearest point of the subject dwelling, or the residential structure exceeds one and one-half stories or twenty-five feet in height on any abutting lot; and

(3) Windows fifteen feet or more above grade shall not face dwelling unit windows or patios on any abutting lot unless the proposal includes an agreement to plant trees capable of mitigating direct views, or that such trees exist and will be preserved.

(b) Where an agreement is made to plant trees capable of mitigating direct views, the agreement shall be deemed a condition of approval under the provisions of Section 18.32.250(f).

(c) The tree planting agreement shall be a condition of Chapter 18.120, Site Development Review, for three or more attached units or a multiple-family residential structure, or for single detached units, one duplex or two attached residential units, at the issuance of building permits. (Ord. 84-29 §1(Exhibit A(part)), 1984; Ord. 83-52 Exhibit A(part), 1983).

Chapter 18.100

LANDSCAPING AND SCREENING

Sections:

18.100.010	Purpose.
18.100.015	Applicability--Approval process.
18.100.020	General provisions.
18.100.030	Street trees.
18.100.035	Location of street trees.
18.100.040	Cut and fill around existing trees.
18.100.050	Replacement of street trees.
18.100.060	Exemptions.
18.100.070	Buffering, screening--General--Uses prohibited in buffer areas.
18.100.080	Buffering/screening requirements.
18.100.090	Setbacks for fences or walls.
18.100.100	Height restrictions.
18.100.110	Screening, special provisions.
18.100.120	Revegetation.
18.100.130	Buffer matrix.

18.100.010 Purpose. The purpose of this chaper is to establish standards for landscaping, buffering and screening of land uses within Tigard in order to enhance the aesthetic environmental quality of the city:

(1) By protecting existing street trees and requiring the planting of street trees in new developments;

(2) Through the use of plant materials as a unifying element;

(3) By using planting materials to define spaces and articulate the uses of specific areas; and

(4) By using trees and other landscaping materials to mitigate the efforts of the sun, wind, noise and lack of privacy by the provision of buffering and screening. (Ord. 83-52 Exhibit A(part), 1983).

18.100.015 Applicability--Approval process. (a) The provisions of this chapter shall apply to all development including the construction of new structures (see Section 18.120.020), the remodeling of existing structures, and to a change of use which increases the on-site parking or loading requirements or which changes the access requirements.

(b) Where the provisions of Chapter 18.120, Site Development Review, do not apply, the director shall approve, approve with conditions or deny a plan submitted under the provisions of this chapter. The decision may be appealed as provided by Section 18.32.310(a).

(c) The applicant shall submit a site plan which includes:

(1) Location of underground irrigation system sprinkler heads where applicable;

(2) Location and height of fences, buffers and screenings;

(3) Location of terraces, decks, shelters, play areas and common open spaces;

(4) Location, type, size and species of existing and proposed plant materials; and

(5) A narrative which addresses:

(A) Soil conditions, and

(B) Erosion control measures that will be used.

(d) The approval standards are the applicable standards contained in this chapter. (Ord. 83-52 Exhibit A(part), 1983).

18.100.020 General provisions. (a) Unless otherwise provided by the lease agreement, the owner, tenant and their agent, if any, shall be jointly and severably responsible for the maintenance of all landscaping which shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris.

(b) All plant growth in landscaped areas of developments shall be controlled by pruning, trimming or otherwise so that:

(1) It will not interfere with the maintenance or repair of any public utility;

(2) It will not restrict pedestrian or vehicular access; and

(3) It will not constitute a traffic hazard because of reduced visibility.

(c) The installation of all landscaping shall be as follows:

(1) All landscaping shall be installed according to accepted planting procedures;

(2) The plant materials shall be of high grade;

(3) Landscaping shall be installed in accordance with the provisions of this code.

(d) Certificates of occupancy shall not be issued unless the landscaping requirements have been met or other arrangements have been made and approved by the city such as the posting of a bond.

(e) Existing plant materials on a site shall be protected as much as possible, and:

(1) The developer shall provide methods for the protection of existing plant material to remain during the construction process;

(2) The plants to be saved shall be noted on the landscape plans (e.g., areas not to be disturbed can be fenced, as in snow fencing which can be placed around individual trees).

(f) Appropriate methods for the care and maintenance of street trees and landscaping materials shall be provided by the owner of the property abutting the rights-of-way unless otherwise required for emergency conditions and the safety of the general public.

(g) The review procedures and standards for required landscaping and screening shall be specified in the conditions of approval during development review and in no instance shall be less than that required for conventional development.

(h) No trees, shrub or plantings more than eighteen inches in height shall be planted in the public right-of-way abutting roadways having no established curb and gutter. (Ord. 83-52 Exhibit A(part), 1983).

18.100.030 Street trees. (a) All development projects fronting on a public street, private street, or a private driveway more than one hundred feet in length approved after the adoption of this code shall be required to plant street trees in accordance with the standards in Section 18.100.035.

(b) Certain trees can severely damage utilities, streets and sidewalks or can cause personal injury. Approval of any planting list shall be subject to review by the director and public works director. (Ord. 83-52 Exhibit A(part), 1983).

18.100.035 Location of street trees. (a) Landscaping in the front and exterior side yards shall include trees with a minimum caliper of two inches at four feet in height, as specified in the requirements stated in subsection (b) of this section.

(b) The specific spacing of street trees by size of tree shall be as follows:

(1) Small or narrow stature trees (under twenty-five feet tall and less than sixteen feet wide branching) shall be spaced no greater than twenty feet apart.

(2) Medium-sized trees (twenty-five to forty feet tall, sixteen to thirty-five feet wide branching) shall be spaced no greater than thirty feet apart.

(3) Large trees (over forty feet tall and more than thirty-five feet wide branching) shall be spaced no greater than forty feet.

(4) Except for signalized intersections as provided in Section 18.100.060(c), trees shall not be planted closer than twenty feet from street intersections, nor closer than two feet from private driveways (measured at the back edge of the sidewalk), fire hydrants or utility poles in order to maintain visual clearance.

(5) No new utility pole location shall be established closer than five feet to any existing street tree.

(6) Tree pits shall be located so as not to include services (water and gas meters, etc.), in the tree well.

(7) On-premises services (water and gas meters, etc.), shall not be installed within existing tree well areas.

(8) Street trees shall not be planted closer than twenty feet to light standards.

(9) New light standards shall not be positioned closer than twenty feet to existing trees except when public safety dictates; then they may be positioned no closer than ten feet.

(10) Trees shall be planted at least two feet from the face of the curb.

(11) Where there are overhead power lines, the street tree species selected shall be of a type which at full maturity will not interfere with the lines.

(12) Trees shall not be planted within two feet of any permanent hard surface paving or walkway, and the:

(A) Space between the tree and the hard surface may be covered by nonpermanent hard surface such as grates, bricks on sand, paver blocks and cobblestones;

(B) Sidewalk cuts in concrete for tree planting shall be at least four by four feet to allow for air and water into the root area.

(c) Trees, as they grow, shall be pruned to provide at least eight feet of clearance above sidewalks and thirteen feet above local street, fifteen feet above collector street and eighteen feet above arterial street roadway surfaces. (Ord. 84-29 §1(Exhibit A(part)), 1984; Ord. 83-52 Exhibit A(part), 1983).

18.100.040 Cut and fill around existing trees. (a) Existing trees may be used as street trees if no cutting or filling takes place within the dripline of the tree unless an exception is approved by the director and the public works director.

(b) An exception will be approved if:

(1) The ground within the dripline is altered merely for drainage purposes; and

(2) It can be shown that the cut or fill will not damage the roots and will not cause the tree to die. (Ord. 83-52 Exhibit A(part), 1983).

18.100.050 Replacement of street trees. (a) Existing street trees removed by development projects or other construction shall be replaced by the developer with those types of trees approved by the director and public works director.

(b) The replacement trees shall be of a size and

species similar to the trees that are being removed unless lesser sized alternatives are approved by the director and public works director. (Ord. 83-52 Exhibit A(part), 1983).

18.100.060 Exemptions. (a) Exemptions from the street tree requirements may be granted by the director on a case-by-case basis.

(b) Exemptions shall be granted:

(1) If the location of a proposed tree would cause potential problems with existing utility lines;

(2) If the tree would cause visual clearance problems; or

(3) If there is not adequate space in which to plant street trees.

(c) The director may allow trees closer to specified intersections which are signalized, provided the provisions of Chapter 18.102, Visual Clearance, are satisfied. (Ord. 83-52 Exhibit A(part), 1983).

18.100.070 Buffering, screening--General--Uses prohibited in buffer areas. (a) A buffer consists of an area within a required interior setback adjacent to a property line and having a depth equal to the amount specified in the buffer matrix, Section 18.100.130, and containing a length equal to the length of the property line of the abutting use or uses.

(b) A buffer area may only be occupied by utilities, screening, sidewalks and bikeways, and landscaping. No buildings, accessways or parking areas shall be allowed in a buffer area except where an accessway has been approved by the city.

(c) A fence, hedge or wall, or any combination of such elements, which is located in any yard is subject to the conditions and requirements of Section 18.100.080.

(d) It is the intent that these requirements shall provide for privacy and protection and reduce or eliminate the adverse impacts of visual or noise pollution at a development site, without unduly interfering with the view from neighboring properties or jeopardizing the safety of pedestrians and vehicles. (Ord. 83-52 Exhibit A(part), 1983).

18.100.080 Buffering/screening requirements. (a) Improvements. The minimum improvements within a buffer area shall consist of the following:

(1) At least one row of trees with a combination of deciduous and evergreen trees not less than ten feet high for deciduous trees and five feet high for evergreen trees at the time of planting, and spaced not more than fifteen feet apart. This requirement may be waived by the director where it can be demonstrated that such trees would conflict with other purposes of this code;

(2) At least 5 five-gallon shrubs or 10 one-gallon shrubs for each one thousand square feet of required buffer area;

(3) The remaining area treated shall be treated with ground cover (i.e., lawn, bark, rock, ivy, evergreen shrubs, etc.);

(4) Where buffer screening is required the following standard shall apply in addition to subdivisions (1) and (3) of this subsection:

(A) One row of evergreen shrubs shall be planted which will grow to form a continuous hedge at least five feet in height within two years of planting, or

(B) A minimum of a five-foot fence or masonry wall shall be constructed which provides a uniform sight-obscuring screen,

(C) An earth berm combined with evergreen plantings or fence shall be provided which forms a sight and noise buffer at least six feet in height within two years of installation,

(D) All fences and walls shall comply to the requirements set forth in subsection (b) and (c) of this section and Section 18.100.090,

(E) Buffering and screening provisions shall be superseded by the vision clearance requirements of Chapter 18.102 where applicable,

(F) In lieu of these standards, a detailed landscape plan may be submitted for approval by the director, which provides the same degree of desired buffering utilizing alternative designs.

(b) Fences and Walls.

(1) Fences and walls shall be constructed of any materials commonly used in the construction of fences and walls such as wood or brick, or otherwise acceptable by the director;

(2) Such fence or wall construction shall be in compliance with other city regulations;

(3) Chain link fences with or without slats shall qualify for screening only in conjunction with evergreen plant materials at the same height or taller than the fence.

(c) Hedge.

(1) An evergreen hedge or other dense evergreen landscaping may satisfy a requirement for a sight-obscuring fence where required subject to the height requirement in Section 18.100.090(b)(1) and (2);

(2) Such hedge or other dense landscaping shall be properly maintained and shall be replaced with another hedge, other dense evergreen landscaping or a fence or wall when it ceases to serve the purpose of obscuring view;

(3) No hedge shall be grown or maintained at a

height greater than that permitted by these regulations for a fence or wall in a vision clearance area as set forth in Chapter 18.102. (Ord. 83-52 Exhibit A(part), 1983).

18.100.090 Setbacks for fences or walls. (a) No fence or wall shall be constructed which exceeds the standards in subsection (b) of this section except when the hearings officer, as a condition of approval, allows that a fence or wall be constructed to a height greater than otherwise permitted by this section in order to mitigate against potential adverse effects.

(b) Fences or walls:

(1) May not exceed three feet in height in a required front yard or six feet on a corner side yard and in all cases shall meet vision clearance area requirements (Chapter 18.102);

(2) Are permitted outright in side yards or rear yards to a height of six feet;

(3) Located in a side or rear yard and which exceed six feet in height shall be subject to building permit approval;

(4) Located in the front yard or corner side yard and which exceed the height limitation shall comply with the setback requirements for structures set forth in the applicable zone;

(5) Located within a corner side shall be no closer than two feet from the property line, and shall satisfy visual clearance requirements. (Ord. 83-52 Exhibit A(part), 1983).

18.100.100 Height restrictions. (a) The prescribed heights of required fences, walls or landscaping shall be measured from the actual adjoining level of finished grade, except that where parking, loading, storage or similar areas are located above finished grade, the height of fences, walls or landscaping required to screen such areas or space shall be measured from the level of such improvements.

(b) An earthen berm and fence or wall combination shall not exceed the six-foot height limitation for screening. (Ord. 83-52 Exhibit A(part), 1983).

18.100.110 Screening, special provisions. (a) Screening of Parking and Loading Areas. Screening of parking and loading areas is required. The specifications for this screening are as follows:

(1) Landscaped parking areas shall include special design features which effectively screen the parking lot areas from view. These design features may include the use of landscaped berms, decorative walls and raised planters.

(2) Landscape planters may be used to define or screen the appearance of off-street parking areas from the public right-of-way.

(3) Materials to be installed should achieve a balance between low-lying and vertical shrubbery and trees.

(4) Trees shall be planted in landscaped islands in all parking areas, and shall be equally distributed on the basis of one tree for each seven parking spaces in order to provide a canopy effect.

(5) The minimum dimension of the landscape islands is three feet and the landscaping shall be protected from vehicular damage by some form of wheel guard or curb.

(b) Screening of Service Facilities. Except for one-family and two-family dwellings, any refuse container or disposal area and service facilities such as gas meters and air conditioners which would otherwise be visible from a public street, customer or resident parking area, any public facility, or any residential area, shall be screened from view by placement of a solid wood fence or masonry wall between five and eight feet in height. All refuse materials shall be contained within the screened area.

(c) Screening of Swimming Pools. All swimming pools shall be enclosed with a four and one-half foot fence surrounding the pool when the pool is greater than eighteen inches deep. Fences shall have a self-latching gate. (Ord. 83-52 Exhibit A(part), 1983).

18.100.120 Revegetation. (a) Replanting. Where natural vegetation has been removed through grading in areas not affected by the landscaping requirements and that are not to be occupied by structures, such areas are to be replanted as set forth in this section to prevent erosion after construction activities are completed.

(b) Preparation for Revegetation. Topsoil removed from the surface in preparation for grading and construction is to be stored on or near the sites and protected from erosion while grading operations are underway, and:

(1) Such storage may not be located where it would cause suffocation of root systems of trees intended to be preserved.

(2) After completion of such grading, the topsoil is to be restored to exposed cut and fill embankments or building pads to provide a suitable base for seeding and planting.

(c) Methods of Revegetation. Acceptable methods of revegetation include hydromulching or the planting of rye grass, barley or other seed with equivalent germination rates, and:

(1) Where lawn or turf grass is to be established, lawn grass seed or other appropriate landscape cover is to

be sown at not less than four pounds to each one thousand square feet of land area.

(2) Other revegetation methods offering equivalent protection may be approved by the approval authority.

(3) Plant materials are to be watered at intervals sufficient to assure survival and growth.

(4) The use of native plant materials is encouraged to reduce irrigation and maintenance demands. (Ord. 83-52 Exhibit A(part), 1983).

18.100.130 Buffer matrix. (a) The buffer matrix (Section 18.100.130, Figure 1) shall be used in calculating widths of buffering and screening to be installed between proposed uses and abutting zoning districts.

(b) An application for a variance to the standards required in Section 18.100.130, Figure 1, shall be processed in accordance with Chapter 18.134.

FIGURE 1
BUFFER MATRIX

Proposed Use

ABUTTING ZONING DISTRICT	R-1	R-2	R-3.5	R-4.5	R-7* D/A	R-12	R-20	R-40	C-N	C-C	C-P	CBD	I-P	I-L	I-M
R-1	0'	0'	0'	0'	0'/10'	10'	10'	15'	10'(S)	10'(S)	10'(S)	15'(S)	20'(S)	25'(S)	25'(S)
R-2	0'	0'	0'	0'	0'/10'	10'	10'	15'	10'(S)	10'(S)	10'(S)	15'(S)	20'(S)	25'(S)	25'(S)
R-3.5	0'	0'	0'	0'	0'/10'	10'	10'	15'	10'(S)	10'(S)	10'(S)	15'(S)	20'(S)	25'(S)	25'(S)
R-4.5	0'	0'	0'	0'	0'/10'	10'	10'	15'	10'(S)	10'(S)	10'(S)	15'(S)	20'(S)	25'(S)	25'(S)
R-7* D/A	0'/10'	0'/10'	0'/10'	0'/10'	0'/0'	15'/5'	10'/5'	15'/5'	10'(S)/10'(S)	10'(S)/10'(S)	10'(S)/10'(S)	15'(S)/15'(S)	20'(S)/20'(S)	25'(S)/25'(S)	25'(S)/25'(S)
R-12	10'	10'	10'	10'	10'/5'	5'	5'	5'	10'(S)	10'(S)	10'(S)	15'(S)	20'(S)	25'(S)	25'(S)
R-20	10'	10'	10'	10'	10'/5'	5'	5'	5'	10'(S)	10'(S)	10'(S)	15'(S)	20'(S)	25'(S)	25'(S)
R-40	15'	15'	15'	15'	15'/5'	5'	5'	5'	10'(S)	10'(S)	10'(S)	15'(S)	20'(S)	25'(S)	25'(S)
C-N	10'(S)	10'(S)	10'(S)	10'(S)	10'(S)/10'(S)	10'(S)	10'(S)	10'(S)	0'	0'	0'	0'	10'	10'	10'
C-G	10'(S)	10'(S)	10'(S)	10'(S)	10'(S)/10'(S)	10'(S)	10'(S)	10'(S)	0'	0'	0'	0'	10'	10'	10'
C-P	10'(S)	10'(S)	10'(S)	10'(S)	10'(S)/10'(S)	10'(S)	10'(S)	10'(S)	0'	0'	0'	0'	10'	10'	10'
CBD	15'(S)	15'(S)	15'(S)	15'(S)	15'(S)/15'(S)	15'(S)	10'(S)	10'(S)	0'	0'	0'	0'	10'	10'	10'
I-P	20'(S)	20'(S)	20'(S)	20'(S)	20'(S)/20'(S)	20'(S)	20'(S)	20'(S)	10'	10'	10'	10'	0'	0'	10'
I-L	25'(S)	25'(S)	25'(S)	25'(S)	25'(S)/25'(S)	25'(S)	25'(S)	25'(S)	10'	10'	10'	10'	0'	0'	0'
I-M	25'(S)	25'(S)	25'(S)	25'(S)	25'(S)/25'(S)	25'(S)	25'(S)	25'(S)	10'	10'	10'	10'	10'	0'	0'

(S) Indicates screening required.
* R-7 D = detached dwelling units.
A = attached dwelling units.

Chapter 18.102

VISUAL CLEARANCE AREAS

Sections:

18.102.010 Purpose.
18.102.015 Applicability.
18.102.020 Visual clearance--Required.
18.102.030 Computation--Nonarterial street and accessway twenty-four feet or more in width.
18.102.040 Computation--Arterial.
18.102.050 Computation--Nonarterial street and accessway less than twenty-four feet in width.

18.102.010 Purpose. The purpose of this chapter is to establish standards which will assure proper site distances at intersections in order to reduce the hazard from vehicular turning movements. (Ord. 83-52 Exhibit A(part), 1983).

18.102.015 Applicability. (a) The provisions of this chapter shall apply to all development including the construction of new structures, the remodeling of existing structures (see Section 18.120.020) and to a change of use which increases the on-site parking or loading requirements or which changes the access requirements.

(b) Where the provisions of Chapter 18.120, Site Development Review, do not apply, the director shall approve, approve with conditions or deny a plan submitted under the provisions of this chapter. No notice is required. The decision may be appealed as provided by Section 18.32.310(a).

(c) The applicant shall submit a site plan which includes:

(1) The location and height of all hedges, trees, plantings, fences or wall structures within the vision clearance area as computed in Sections 18.102.030, 18.102.040 and 18.102.050;

(2) The location of all access points, parking and circulation areas, loading areas and pedestrian walkways within the vision clearance area as computed in Sections 18.102.030, 18.102.040 and 18.102.050. (Ord. 83-52 Exhibit A(part), 1983).

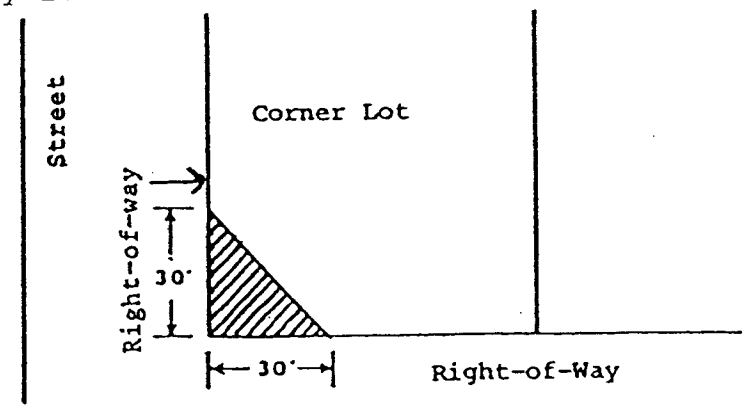
18.102.020 Visual clearance--Required. (a) Except within the CBD zoning district a visual clearance area shall be maintained on the corners of all property adjacent to the intersection of two streets, a street and a railroad, or a driveway providing access to a public or private street.

(b) A clear vision area shall contain no vehicle, hedge, planting, fence, wall structure or temporary or permanent

obstruction (except for an occasional utility pole or tree) exceeding three feet in height, measured from the top of the curb, or where no curb exists, from the street centerline grade, except that trees exceeding this height may be located in this area, provided all branches below eight feet are removed. (Ord. 83-52 Exhibit A(part), 1983).

18.102.030 Computation--Nonarterial street and accessway twenty-four feet or more in width. A visual clearance area for all street intersections, street and accessway intersections (accessways having twenty-four feet or more in width), and street or accessway and railroad track intersections shall be that triangular area formed by the right-of-way or property lines along such lots and a straight line joining the right-of-way or property line at points which are thirty feet distant from the intersection of the right-of-way line and measured along such lines.

Visual Clearance Area for Corner Lots and Driveways Twenty-four Feet or More in Width



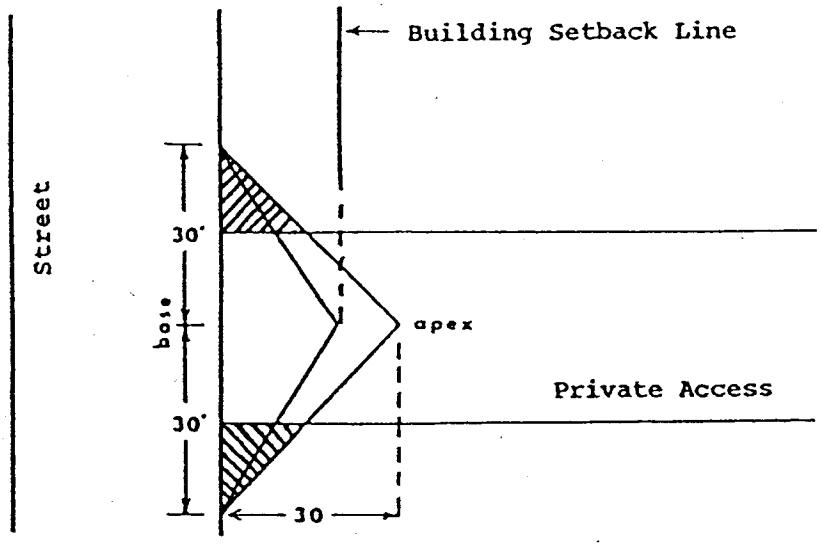
(Ord. 83-52 Exhibit A(part), 1983).

18.102.040 Computation--Arterial. On all designated arterial streets the visual clearance area shall not be less than thirty-five feet on each side of the intersection. (See Figure 1, Section 18.100.150.) (Ord. 83-52 Exhibit A(part), 1983).

18.102.050 Computation--Nonarterial street and accessway less than twenty-four feet in width. The visual clearance area for street intersections, street and accessway intersections, and street or accessway and railroad track intersections (accessways having less than twenty-four feet in width) shall be that triangular area whose base extends thirty feet along the street right-of-way line in both directions from the centerline of the accessway at the front setback line of a single-family and two-family residence, and

thirty feet back from the property line on all other types of uses.

Visual Clearance Area for Corner Lots and Driveways Less Than Twenty-four Feet in Width



(Ord. 83-52 Exhibit A(part), 1983).

Chapter 18.104

FUEL TANK INSTALLATIONS

Sections:

18.104.010 Fuel tank installations.

18.104.010 Fuel tank installations. (a) All above-ground fuel tank installations are prohibited.

(b) Underground fuel tanks may be installed in all districts provided:

(1) An application for a conditional use permit is approved by the hearings officer in accordance with Section 18.32.160 prior to installation;

(2) Application for a conditional use permit is accompanied by a signed, approved document from the applicable fire district. (Ord. 83-52 Exhibit A(part), 1983).

(6) The location and dimensions of all landscaping, including the type and size of plant material to be used, as well as any other landscape material incorporated into the overall plan;

(7) The proposed grading and drainage plans; and

(8) Specifications as to signs and bumper guards. (Ord. 84-24 §3(part), 1984; Ord. 83-52 Exhibit A(part), 1983).

18.106.020 General provisions. (a) Parking Dimensions. The dimensions for parking spaces are:

(1) Nine feet wide and eighteen feet long for a standard space;

(2) Eight and one-half feet wide and fifteen feet long for a compact space;

(3) In accordance with the applicable state and federal standards, at least twelve feet wide and eighteen feet long for designated handicapped parking spaces.

(b) Building Permit Conditions. The provision and maintenance of off-street and loading spaces are the continuing obligation of the property owner, and:

(1) No building or other permit shall be issued until plans are presented to the director to show that property is and will remain available for exclusive use as off-street parking and loading space; and

(2) The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the amount of parking and loading space required by this title.

(c) Parking Requirements for Unlisted Uses.

(1) Upon application and payment of fees, the director, as provided by Section 18.32.090(a), may rule that a use, not specifically listed in Section 18.106.030, is a use similar to a listed use and that the same parking standards shall apply. No notice need be given. The decision may be appealed as provided by Section 18.32.310(a). The ruling on parking area requirements shall be based on findings that the following criteria are satisfied:

(A) The use is similar to and of the same general type as a listed use,

(B) The use has similar intensity, density and off-site impacts as the listed use, and

(C) The use has similar impacts on the community facilities as the listed use;

(2) This section does not authorize the inclusion of a use in a zoning district where it is not listed or a use which is specifically listed in another zone or which is of the same general type and is similar to a use specifically listed in another zoning district;

(3) The director shall maintain a list of approved

than two hundred feet from the building or use they are required to serve, measured in a straight line from the building with the following exceptions:

(A) Shared parking areas, as provided by subsection (f) of this section for commercial uses which require more than forty parking spaces may provide for the spaces in excess of the required forty spaces up to a distance of three hundred feet from the commercial building or use,

(B) Industrial and manufacturing uses which require in excess of forty spaces may locate the required spaces in excess of the forty spaces up to a distance of three hundred feet from the building.

(i) Mixed Uses. Where several uses occupy a single structure or parcel of land or a combination of uses are included in one business, the total off-street parking spaces and loading area is the sum of the requirements of the several uses, computed separately.

(j) Choice of Parking Requirements. When a building or use is planned or constructed in such a manner that a choice of parking requirements could be made, the use which requires the greater number of parking spaces shall govern.

(k) Availability of Parking Spaces. Required parking spaces shall:

(1) Be available for the parking of operable passenger automobiles of residents, customers, patrons and employees only;

(2) Not be used for storage of vehicles or materials or for the parking of trucks used in conducting the business or use; and

(3) Not be rented, leased or assigned to any other person or organization unless the required number of spaces is stated in Section 18.106.030.

(l) Parking--Recreation Vehicles. The parking restrictions shall not be interpreted to prevent the parking on-site of one unoccupied house or camping trailer and one pleasure boat provided the applicable parking requirements of this code and the provisions of Section 18.106.030 are satisfied.

(m) Parking Lot Landscaping. Parking lots shall be landscaped in accordance with the requirements in Chapter 18.100.

(n) Designated Parking for the Handicapped. All parking areas which contain over five required spaces shall be provided with one handicapped parking space for every fifty standard parking spaces. The handicapped parking symbol shall be painted on the parking space or a handicapped parking sign shall be placed in front of each space. Each handicapped parking space shall measure as required in the Uniform Building Code.

(17) Financial, insurance and real estate	1 space per 350 square feet of gross floor area
(18) Food and beverage retail sales	1 space per 200 square feet of gross floor area, plus 1 space for every 2 employees
(19) Funeral and interment services	
(A) Crematory and undertaking	1 space per each 4 seats or 8 feet of bench length in depth, or 1 space per 60 square feet where there are no fixed seats
(B) Interring and cemeteries	Exempt
(20) General retail sales	1 space for each 400 square feet of gross floor area, but not less than 4 spaces for each establishment
(21) Laundry service	1 space per 500 square feet of gross floor area, but not less than 3 spaces for each establishment
(22) Medical and dental service	1 space per 200 square feet of gross floor area
(23) Participant sports and recreation	
(A) Indoor	1 space per 300 square feet of gross floor area
(B) Outdoor	1 space per 100 square feet, plus 1 space for every 2 employees
(24) Personal service facilities	1 space per 500 square feet of gross floor area
(25) Research services	1 space for each employee on the largest shift or 1 space per 500 square feet, whichever is larger
(26) Retail sales--Bulky merchandise; i.e., furniture, appliances	1 space for each 1000 square feet of gross floor area but not less than 10 spaces for each establishment
(27) Scrap operations and recycling center	1 space per each employee, but not less than 5 spaces for each establishment
(28) Spectator sports and entertainment	1 space per 6 seats or 12 feet of bench length
(29) Transient lodging	1 space for each room plus 1 space for each 2 employees

(d) Industrial Uses.

(1)	Manufacturing, production processing and assembling	1 space per employee of the largest shift
(2)	Warehousing	1 space per employee of the largest shift
(3)	Wholesaling, storage and distribution	1 space for each 1000 square feet of gross floor area (plus 1 space per 700 square feet of patron-serving area) but not less than 10 spaces for each establishment.

(Ord. 83-52 Exhibit A(part), 1983).

18.106.040 Modification to parking requirements. The provisions of this section as to number of spaces may be modified by the director as follows:

(1) Compact Car Spaces. Up to twenty-five percent of the required parking spaces may be compact spaces.

(2) Group Care Residential Facilities. The director may, upon request, allow a reduction in the number of required off-street parking spaces in housing developments for elderly or handicapped persons if such reduction is deemed appropriate after analysis of the size and location of the development, resident auto ownership, number of employees, possible future conversion to other residential uses. Notice of the decision shall be given as provided by Section 18.32.120 and the decision may be appealed as provided by Section 18.32.310(a). (Ord. 83-52 Exhibit A(part), 1983).

18.106.050 Parking dimension standards. (a) Accessibility. Each parking space shall be accessible from a street or other right-of-way, and the access shall be of a width and location as described by Sections 18.108.070 and 18.108.080.

(b) Table of Standards. Minimum standards for a standard parking stall length and width, aisle width and maneuvering space shall be determined from the following table:

(1)

Angle from Curb	Stall (C) Width	Overall Channel (A) Width	Aisle (D) Width	Curb Length (B) per Stall
Parallel	9'	9'0"	12'0"	23'0"

(2)

Angle from Curb	Stall (C) Width	Overall Channel (A) Width	Aisle (D) Width	Curb Length (B) per Stall
30°	9'	16'10"	12'0"	18'0"
45°	9'	19'1"	14'0"	12'9"
60°	9'	20'1"	18'0"	10'5"
90°	9'	18'0"	24'0"	9'0".

(3) The width of each parking space includes a four-inch wide stripe which separates each space.

(c) Aisle Width. Aisles accommodating two direction traffic, or allowing access from both ends shall be twenty-four feet in width.

(d) Angle Parking. Angle parking is permitted; provided, that each space contains a rectangle of not less than nine feet in width and nineteen feet in length and an appropriate aisle width as determined by interpolation of the table in subsection (b) of this section.

(e) Service Device. Excluding single-family and duplex residences, except as provided by Section 18.164.030(p), groups of more than two parking spaces shall be served by a service drive so that no backing movements or other maneuvering within a street or other public right-of-way would be required.

(1) Service drives shall be designed and constructed to facilitate the flow of traffic, provide maximum safety of traffic access and egress, and maximum safety of pedestrians and vehicular traffic on the site.

(f) Street Access. Each parking or loading space shall be accessible from a street and the access shall be of a width and location as described in this code.

(g) Parking Space Configuration. Parking space configuration, stall and access aisle size shall be in accordance with the minimum standard.

(h) Parking Space Markings. Except for single-family and two-family residences, any area intended to be used to meet the off-street parking requirements as contained in this chapter shall have all parking spaces clearly marked using a permanent paint.

(1) All interior drives and access aisles shall be clearly marked and signed to show direction of flow and maintain vehicular and pedestrian safety.

(i) Parking Space Surface Requirements. Except for single-family and two-family residences, all areas used for the parking or storage or maneuvering of any vehicle, boat or trailer shall be improved with asphalt or concrete surfaces according to the same standards required for the construction and acceptance of city streets, and:

(1) Off-street parking spaces for single-family and two-family residences shall be improved with an asphalt or concrete surface to specifications as approved by the public works director.

(j) Access Drives. Access drives from the street to off-street parking or loading areas shall be designed and constructed to facilitate the flow of traffic and provide maximum safety for pedestrian and vehicular traffic on the site, and:

(1) The number and size of access drives shall be in accordance with the requirements of Chapter 18.108, Access and Egress.

(2) Access drives shall be clearly and permanently marked and defined through use of rails, fences, walls or other barriers or markers on frontage not occupied by service drives.

(3) Access drives shall have a minimum vision clearance as provided in Chapter 18.102, Visual Clearance Areas.

(k) Wheel Stops. Parking spaces along the boundaries of a parking lot or adjacent to interior landscaped areas or sidewalks shall be provided with a wheel stop at least four inches high located three feet back from the front of the parking stall.

(l) Drainage. Off-street parking and loading areas shall be drained in accordance with specifications approved by the public works director to assure that ponding does not occur.

(1) Except for single-family and two-family residences, off-street parking and loading facilities shall be drained to avoid flow of water across public sidewalks.

(m) Lighting. Artificial lighting on all off-street parking facilities shall be designed to deflect all light away from surrounding residences and so as not to create a hazard to the public use of any road or street.

(n) Signs. Signs which are placed on parking lots shall be as prescribed in Chapter 18.114, Signs.

(o) Maintenance of Parking Areas. All parking lots shall be kept clean and in good repair at all times. Breaks in paved surfaces shall be repaired promptly and broken or splintered wheel stops shall be replaced so that their function will not be impaired. (Ord. 84-29 §1(Exhibit A(part)), 1984; Ord. 83-52 Exhibit A(part), 1983).

18.106.060 Reservoir areas required for drive-in uses. All uses providing drive-in services as defined by this code shall provide on the same site a reservoir for inbound vehicles as follows:

Use	Reservoir Requirement
Drive-in banks	5 spaces/service terminal
Drive-in restaurants	10 spaces/service window
Drive-in theaters	10% of the theater capacity
Gasoline service stations	3 spaces/pump
Mechanical car washes	3 spaces/washing unit
Parking facilities	
Free-flow entry	1 space/entry driveway
Ticket dispense entry	2 spaces/entry driveway
Manual ticket dispensing	8 spaces/entry driveway
Attendant parking	10% of that portion of parking capacity served by the driveway.

(Ord. 83-52 Exhibit A(part), 1983).

18.106.070 Loading/unloading driveways required on-site. A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading passengers shall be located on the site of any school or other meeting place which is designed to accommodate more than twenty-five people at one time. (Ord. 83-52 Exhibit A(part), 1983).

18.106.080 Off-street loading spaces. Buildings or structures to be built or altered which receive and distribute material or merchandise by truck shall provide and maintain off-street loading and maneuvering space as follows:

(1) Every commercial or industrial use having floor area of ten thousand square feet or more, shall have at least one off-street loading space on-site.

(2) One additional space shall be provided for each additional twenty thousand square feet or major fraction thereof. (Ord. 83-52 Exhibit A(part), 1983).

18.106.090 Off-street loading dimensions. (a) Each loading berth shall be approved by the city engineer as to design and location.

(b) Each loading space shall have sufficient area for turning and maneuvering of vehicles on the site, and:

(1) At a minimum, the maneuvering length shall not be less than twice the overall length of the longest vehicle using the facility site.

(c) Entrances and exits for the loading areas shall be provided at locations approved by the city engineer in accordance with Chapter 18.108.

(d) Screening for off-street loading facilities is re-required and shall be the same as screening for parking lots in accordance with Chapter 18.100. (Ord. 83-52 Exhibit A(part), 1983).

Chapter 18.108

ACCESS, EGRESS AND CIRCULATION

Sections:

18.108.010 Purpose.
18.108.020 Applicability and general provisions.
18.108.025 Applicability.
18.108.030 Joint access.
18.108.040 Public street access.
18.108.050 Required walkway location.
18.108.060 Inadequate or hazardous access.

of this chapter. No notice is required. The decision may be appealed as provided by Section 18.32.310(a).

(c) The applicant shall submit a site plan which includes:

(1) The location of the structures on the property and on the adjoining property;

(2) The location of parking and loading areas and their dimensions;

(3) The location of the circulation area necessary to serve the spaces;

(4) The location of the access point(s) on the site and on the adjoining properties;

(5) The location of curb cuts on adjoining properties and on the subject site;

(6) The location and dimensions of all landscaping, including the type and size of plant material to be used, as well as any other landscape material incorporated into the overall plan;

(7) The proposed grading and drainage plans; and

(8) Specifications as to signs. (Ord. 83-52 Exhibit A(part), 1983).

18.108.030 Joint access. Owners of two or more uses, structures or parcels of land may agree to utilize jointly the same access and egress when the combined access and egress of both uses, structure or parcels of land satisfies the combined requirements as designated in this code, provided:

(1) Satisfactory legal evidence is presented to the city attorney in the form of deeds, easements, leases or contracts to establish the joint use; and

(2) Copies of the deeds, easements, leases or contracts are placed on permanent file with the city recorder. (Ord. 83-52 Exhibit A(part), 1983).

18.108.040 Public street access. (a) All vehicular access and egress as required in Sections 18.108.070 and 18.108.080 shall connect directly with a public or private street approved by the city for public use and shall be maintained at the required standards on a continuous basis.

(b) Vehicular access to structures shall be provided to residential uses and shall be brought to within fifty feet of the ground floor entrance or the ground floor landing of a stairway, ramp or elevator leading to the dwelling units.

(c) Vehicular access shall be provided to commercial or industrial uses, and shall be located to within fifty feet of the primary ground floor entrances. (Ord. 83-52 Exhibit A(part), 1983).

18.108.050 Required walkway location. (a) Walkways shall extend from the ground floor entrances or from the ground floor landing of stairs of all commercial and industrial uses, ramps or elevators to the streets which provide the required access and egress.

(b) Within all attached housing (except two-family dwellings) and multifamily developments, each residential dwelling shall be connected to the vehicular parking area, and common open space and recreation facilities shall be connected by a walkway system having a minimum width of four feet and constructed of an all-weather material. (Ord. 83-52 Exhibit A(part), 1983).

18.108.060 Inadequate or hazardous access. (a) Applications for building permits shall be referred to the commission for review when, in the opinion of the director, the access proposed:

(1) Would cause or increase existing hazardous traffic conditions; or

(2) Would provide inadequate access for emergency vehicles; or

(3) Would in any other way cause hazardous conditions to exist which would constitute a clear and present danger to the public health, safety and general welfare.

(b) Direct individual access to arterial or collector streets as designated on the Tigard comprehensive plan map: Transportation element, from single-family dwellings and duplex lots established after the effective date of the code codified in this title is hereafter prohibited, except that the city may permit direct access to an arterial or collector street for lots within a subdivision that was approved prior to the effective date of the code codified in this title. See Section 18.106.050(e).

(1) In no case shall the design of the service drive or drives require or facilitate the backward movement or other maneuvering of a vehicle within a street, other than an alley;

(2) Service drives for multifamily dwellings shall be fully improved with hard surface pavement with a minimum width of:

(A) When accommodating two-way traffic, twenty-four feet, or

(B) When accommodating one-way traffic, fifteen feet. (Ord. 83-52 Exhibit A(part), 1983).

18.108.070 Minimum requirements--Residential uses. (a) Vehicular access and egress for single-family, duplex or attached single-family dwelling units on individual lots, residential uses shall not be less than the following:

Number Dwelling Unit/Lots	Minimum Number of Driveways Required	Minimum Access Width	Minimum Pavement Width
1	1	15 ft.	10 ft.
2	2	15 ft.	10 ft.
	or 1	25 ft.	20 ft.
3-6	1	30 ft. (not to exceed 100 ft. in length)	24 ft. (curbs and walkways required).

(b) Vehicular access and egress for multiple-family residential uses shall not be less than the following:

Dwelling Units	Minimum Number of Driveways Required	Minimum Access Required	Minimum Pavement Sidewalks, Etc.
1-2	1	10 ft.	10 ft.
3-19		30 ft.	24 ft. if two-way, 15 ft. if one-way: Curbs and 5-foot walkway required
20-49	1	30 ft.	24 ft. if two-way, 15 ft. if one-way: Curbs and 5-foot walkway required
	or 2	30 ft.	
50-100	2	30 ft.	24 feet: Curbs and 5-foot walkway required
100 +	one additional for each 100 spaces		24-foot drive with 5-foot walkway or a public street.

(Ord. 83-52 Exhibit A(part), 1983).

18.108.080 Minimum requirements--Commercial and industrial uses. Vehicle access, egress and circulation for commercial and industrial uses shall not be less than the following:

Required Parking Spaces	Minimum Number of Driveways Required	Minimum Access Width	Minimum Pavement
0-99	1	30 ft.	24 ft.; curbs required 5-foot sidewalk one side only when abutting dedicated streets with sidewalks
100 and over	2	30 ft.	24 ft.; curbs and 5-foot sidewalk required
	or		
	1	50 ft.	40 ft.; curbs and 5-foot sidewalk required.

Additional requirements may be placed as conditions of site design review for truck traffic. (Ord. 84-29 §1(Exhibit A (part)), 1984; Ord. 83-52 Exhibit A(part), 1983).

18.108.090 Width and location of curb cuts. The curb cut standards shall be in accordance with Section 18.164.030(n). Cross-sections of each street and related standards are shown in Section 18.164.030(z). (Ord. 83-52 Exhibit A(part), 1983).

18.108.100 One-way vehicular access points. Where a proposed parking facility indicates only one-way traffic flow on the site, it shall be accommodated by a specific driveway serving the facility, and the entrance drive shall be situated closest to oncoming traffic, and the exit drive shall be situated farthest from oncoming traffic. (Ord. 83-52 Exhibit A(part), 1983).

18.108.110 Planning director's authority to restrict access--Appeal provisions. (a) In order to provide for increased traffic movement on congested streets and to eliminate turning movement problems, the director or designee may restrict the location of driveways on the street and require the location of driveways be placed on adjacent streets upon the finding that the proposed access would:

(1) Cause or increase existing hazardous traffic conditions; or

(2) Provide inadequate access for emergency vehicles; or

(3) Cause hazardous conditions to exist which would constitute a clear and present danger to the public health, safety and general welfare.