



**WILSONVILLE CITY HALL
DEVELOPMENT REVIEW BOARD PANEL B**

MONDAY, SEPTEMBER 26, 2016 - 6:30 P.M.

I. Call To Order:

II. Chairman's Remarks:

III. Roll Call:

Aaron Woods Richard Martens Shawn O'Neil Samuel Scull Samy Nada Council Liaison Julie Fitzgerald

IV. Citizen's Input:

V. City Council Liaison's Report:

VI. Consent Agenda:

A. Approval of minutes of the August 22, 2016 meeting

Documents:

[Aug 22 2016 Minutes.pdf](#)

VII. Public Hearing:

A. Resolution No. 333

Villebois Phase 11 Central - Berkshire No. 2: Stacy Connery, AICP, Pacific Community Design, Inc. - Representative for RCS-Villebois Development, LLC - Applicant/Owner. The applicant is requesting approval of a Zone Map Amendment from Public Facility (PF) Zone to Village (V) Zone, Specific Area Plan – Central Refinements, Preliminary Development Plan, Final Development Plan, Tentative Subdivision Plat and Type C Tree Plan for the development of detached row houses and associated improvements in Villebois SAP Central, Phase 11. The subject property is located on Tax Lot 3300 of Section 15AC, Township 3 South, Range 1 West, Willamette Meridian, City Of Wilsonville, Clackamas County, Oregon. Staff: Daniel Pauly.

Case Files: DB16-0031 Zone Map Amendment
DB16-0032 SAP Central Refinements
DB16-0033 Preliminary Development Plan
DB16-0034 Final Development Plan
DB16-0035 Tentative Subdivision Plat
DB16-0036 Type C Tree Plan

Documents:

[SR.Exhibits.pdf](#)
[Exhibit B1.pdf](#)

[Exhibit B2.pdf](#)
[Exhibit B3.pdf](#)

VIII. Board Member Communications:

A. Results of the September 12, 2016 DRB Panel A meeting

Documents:

[DRB-A September 12 2016 Results.pdf](#)

IX. Staff Communications:

X. Adjournment

Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting. The City will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting.

- Qualified sign language interpreters for persons with speech or hearing impairments.
- Qualified bilingual interpreters.
- To obtain such services, please call the Planning Assistant at 503 682-4960

DEVELOPMENT REVIEW BOARD MEETING

MONDAY, SEPTEMBER 26, 2016

6:30 PM

VI. Consent Agenda:

- A. Approval of minutes from the August 22, 2016
DRB Panel B meeting**

**Wilsonville City Hall
29799 SW Town Center Loop East
Wilsonville, Oregon**

**Development Review Board – Panel B
Minutes–August 22, 2016 6:30 PM**

I. Call to Order

Vice Chair Richard Martens called the meeting to order at 6:30 p.m.

II. Chair's Remarks

The Conduct of Hearing and Statement of Public Notice were read into the record.

III. Roll Call

Present for roll call were: Richard Martens, Aaron Woods, Samy Nada, Samuel Scull, and Council Liaison Julie Fitzgerald. Shawn O'Neil was absent.

Staff present: Daniel Pauly, Barbara Jacobson, and Steve Adams

IV. Citizens' Input This is an opportunity for visitors to address the Development Review Board on items not on the agenda. There were no comments.

V. City Council Liaison Report

Councilor Fitzgerald reported on the recent City Council meeting as follows:

- In work session, a presentation was given about a potential ordinance or code for the City to consider regarding the aesthetic requirements for the installation of any new cell phone transmitters in the City's rights-of-way. The objective was to prevent transmitters from interfering with the functions of the City's rights-of-way. Further proposals would be forthcoming from staff.
 - The Council reviewed the IT Strategic Plan to assess whether the City was sufficiently staffed to keep up with the City's and the citizens' IT needs; Council would be deciding how to proceed with Staff's recommendations over the coming weeks.
 - Council continued discussion on the Town Center Redevelopment Plan contract.
 - Council also discussed and responded positively to a project to reopen the Willamette Falls Locks. While the project would involve a number of different entities, Wilsonville would be positively impacted if the locks were reopened.
- During its regular session, Council approved Ordinance No. 795, an amendment for about three acres in the Villebois Village Center.
- Council discussed Clackamas County Gas Tax measure for the November 2016 ballot. All of the cities in the County were asked to adopt a resolution regarding the gas tax.

Aaron Woods inquired about the status of an earlier request by the Council for input on the IT Strategic Plan and whether input was still being taken.

Councilor Fitzgerald responded that Council had discussed the final draft of the Plan and she believed there was still opportunity to provide input, particularly with regard to expenditures or important decisions. She encouraged sending input or asking questions via email to the City Manager about the IT Plan. She also suggested that people request a copy of the IT Strategic Plan for review.

Vice Chair Martens asked whether the City Council voted to support the gas tax.

Barbara Jacobson, City Attorney, clarified the County had asked all the various cities for a resolution to adopt an intergovernmental agreement (IGA), but due to disagreement about the wording and other issues, the County decided not to do an IGA. Council discussed passing a resolution in support of the measure at the next meeting, but so far no action had been taken by Council on the matter.

Councilor Fitzgerald added there had been some discussion about whether the cities could issue a joint statement regarding the gas tax, but Council did not have that information at the time of the meeting and the Mayor may still be looking into that. The County was looking for funding to help with a huge shortfall in road repair.

Vice Chair Martens asked if the State or Federal governments imposed any constraints limiting what the City could do regarding the regulation of cell phone towers.

Councilor Fitzgerald recalled such constraints were already in place, but responding to aesthetics was quite complicated.

Ms. Jacobson explained with the new 5G technology was driving a movement to get away from large towers in favor of tall, skinny poles or to attach the cell phone devices to light poles in the right-of-way, which the Council was considering. The City had more ability to control what went on its own property or within its own right-of-way as opposed to private property. The City could not prevent phone companies from attaching the devices to light poles in a right-of-way. Certain constraints under State and Federal Law did limit the City's actions; however, the City could regulate the aesthetics and placement of devices to avoid a blight on the environment.

VI. Consent Agenda:

A. Approval of minutes of July 25, 2016 meeting

Aaron Woods moved to approve the July 25, 2016 DRB Panel B meeting minutes as presented.

Samy Nada seconded the motion, which passed unanimously.

VII. Public Hearing:

A. Resolution No. 331.

Black Bear Diner: Michael Rose, Real Income Corp - Owner/Applicant. The applicant is requesting approval of a Site Design Review request and Class 3 Sign Permit for conversion of an existing restaurant to a Black Bear Diner Restaurant. The subject property is located at 30175 SW Parkway Avenue on Tax Lot 102 of Section 23AA, T3S, R1W, Clackamas County, Oregon.
Staff: Daniel Pauly.

Case Files: DB16-0037 Site Design Review
DB16-0038 Class 3 Sign Permit

Vice Chair Martens called the public hearing to order at 6:43 p.m. and read the conduct of hearing format into the record. All Board members declared for the record that they had visited the site. No board member, however, declared a conflict of interest, bias, or conclusion from a site visit. No board member participation was challenged by any member of the audience.

Daniel Pauly, Senior Planner, announced that the criteria applicable to the application were stated on page 2 of the Staff report, which was entered into the record. Copies of the report were made available to the side of the room.

Mr. Pauly presented the Staff report via PowerPoint, briefly reviewing the site's history of restaurant tenants, and noting the project's location and surrounding features, with these key comments:

- Site Design Review. Because the proposed restaurant had a similar style and the same footprint as the existing restaurant, the traffic report and parking requirements were not being used as criteria since the use was essentially staying the same. No changes were being made to the building's footprint or use that would trigger such reviews. The traffic report was prepared for information about the streets and to use in future reports. The scope of what the Board was considering included the changes to the architecture and site design, the landscaping, as well as the sign permit request.
- He reviewed the proposed architectural changes, which included sloped canopies, sloped roofs over the entry area and adding architectural lighting as well as detail along the cornice. The architectural elements adapted to this building were very indicative of the Black Bear brand throughout the region. The western outdoor motif with wood beams and river-rock-type detail fit the site. (Slides 5-7)
 - The proposed colors and materials were appropriate and met the Site Design Standards, including the long-lasting siding and stone veneer elements.
- Class III Sign Permit. As an existing site, the Applicant could either follow the previous sign approvals or use the current Sign Code, which the Applicant decided to do. This allowed for 48 sq ft of signage on the north side facing the parking area, and 60 sq ft facing Parkway Ave, but no building signage was allowed to face I-5 or on the south side of the building.
 - The Applicant already received a permit through Administrative Review to put up a slightly smaller Black Bear sign to replace the old Denny's freeway sign which had already been removed.
 - Although the trademark black bear statutes would have visual interest and a purpose, whether or not they were holding a sign, the bears were not considered a sign. However, the signs the bears were holding were considered directional signs, which have square footage and height limitations, so the bears would need to be carved in a way to meet those Code limitations.
- Landscape Improvements. The Applicant was already working on enhancing the landscaping to mirror the enhancements to the building, including adding landscape areas to replace some pavement.
- He noted that under the current Code, a nonconforming site condition existed in relation to parking. The Applicant was maintaining the pavement area, so there was no trigger to require meeting current parking standards; however, pavement markings and additional changes to the parking were being done due to recent changes to the I-5 Interchange, which took property from the site eliminating 18 parking spots on the west side of the site due to the need to provide vehicle circulation behind the building. (Slides 11 to 13)
 - As currently striped, the parking stalls did not meet the City's required dimensions to be classified as a parking space. Based on recommendations in the Traffic Report, the site would be striped to include 51 parking spaces, reflecting the recommendation to eliminate one parking space to provide greater access for trash collection on the south side of the site. (Slide 14)
 - When reviewing the parking area to ensure it functioned in the best way possible, Staff considered what could be done on the adjacent street, Parkway Ave. Currently, Parkway Ave had a wide area in the middle striped as a turn lane. The city engineer confirmed there was not enough traffic volume to warrant a turn lane. Therefore, Staff suggested closing the south driveway and restriping Parkway Ave to add street parking where none currently existed. This change would also provide a couple more onsite parking spaces, resulting in the site having more legal parking spaces than what existed after the interchange improvements.
- He entered the City Prepared Striping Plan (Slide 15) into the record as Exhibit C3 and explained the technically detailed drawing showed the engineered construction of Exhibit C2, which was included in the Staff report. He explained which striping costs would be the responsibility of the Applicant.
- He clarified that the plans currently showed 51 parking spaces and that eight more would be added with the closure of the driveway along Parkway Ave and at least two more spaces on site for a total of 61 spaces.

Aaron Woods asked why the traffic study was done midweek between 4 pm and 5 pm.

Mr. Pauly replied the standard practice was to perform traffic studies on a Tuesday or Wednesday.

Steve Adams, Development Engineering Manager, explained Mondays and Fridays were not considered typical traffic days, but Tuesday through Thursday reflected a more typical traffic pattern. Traffic studies are done Tuesday through Thursday or over a seven-day period. The time of day for the study was per the City Code, which required that development did not overly impact the streets during the 4:00 to 6:00 PM Peak Hour.

Mr. Woods explained he was concerned about traffic congestion, which was especially bad closer to the weekend. Given there was only one way to enter and exit the site, he asked if the lunch and dinner hours had been considered since there would be more traffic in and out of the site.

Mr. Adams deferred to the Applicant to explain how customer traffic patterns during different times of day were determined. He explained that the traffic study was done more as a reference point since the site predated the City and no traffic studies had been done. The traffic study showed the development would not create any adverse effects on the intersections involved. The Town Center Loop West/Wilsonville Rd intersection would be most the most heavily traversed, however, half of the traffic would go straight through or right and would not impact the interchange area. The City Code did not permit the application to be denied due to differences in traffic impacts between one type of franchise owner and another.

Samuel Scull confirmed one of the site's two driveways would be blocked and asked if that was adequate for 61 parking spaces at peak time.

Mr. Adams replied the change was discussed with DKS Associates before talking about it with the Applicant. DKS had verified that for the amount of traffic on Parkway Ave and Main St, the one existing driveway being shared with the gas station would be sufficient.

Mr. Pauly added that from an engineering and safety standpoint, limiting the number of conflicts and access points to streets was preferred. Many parking lots much larger than the Applicant's only had a single access, so there were no concerns about stacking or blocking people in with the amount of proposed parking limited to one access point.

- He confirmed Staff was comfortable with the amount of space available for garbage or large supply trucks to access the site, adding restaurants generally work to schedule deliveries during off-peak hours.

Mr. Adams added that in his experience, trash collection was also timed during off-peak hours.

Mr. Scull asked if the configuration was also adequate for the fire department and emergency vehicles.

Mr. Pauly answered yes. The fire or emergency access would be through the main access at the north side of the building.

Samy Nada asked if the garbage collection company reviewed the proposed design to ensure enough space was available for their trucks to turn around, especially with one driveway.

Mr. Pauly replied obviously, sites like this were not ideal for garbage service, but DKS had reviewed the site plan, specifically with regard to trash pickup and circulation, and the traffic engineers had no issues.

Mr. Nada noted the City's minimum requirement for parking was 121 spaces and even with the street modification and restriping, there would only be 61 total spaces. He asked how many other restaurants in

town had similar circumstances. With at least 20 or more employees also needing parking, he did not know how this would work.

Mr. Pauly replied the Applicant might be able to discuss their parking management or experience at other similar restaurants and how many spaces are used at peak hours. He noted according to today's parking requirements, a lot more spaces would be required; however, the scope of review was limited to the architectural changes. The Applicant had a similar layout of booths and tables inside. He understood the office space or lounge area upstairs would not be occupied, so less square footage would be used than previously approved. Although the proposal did not meet Code, the Code did allow the use to be continued with the existing legally created conditions.

- He cited Boones Junction Pizza and the Red Robin/Wanker's Corner parking lot as examples of restaurants that did not have the required parking spaces; though he did not do any official counts. Some restaurants in General Commercial, multi-tenant shopping centers would not likely meet the parking requirements for a restaurant either as it was difficult to know when the tenant space would be a restaurant or a dry cleaner.

Vice Chair Martens asked if the Code specifically provided for use as a restaurant, in terms of parking, or was it more of a commercial use based on square footage.

Mr. Pauly responded parking requirements for General Commercial were a lot less than for restaurants. General Commercial or Retail parking was usually spread throughout the day while restaurant traffic was more concentrated during peak hours. Substantially more parking spaces were required for restaurants per 1,000 sq ft than for General Commercial or Retail spaces.

Mr. Scull asked about the reason for closing one driveway.

Mr. Pauly explained the driveway was not needed, though it could remain open and still be approvable. In considering the overall conditions and the pavement available, closing the driveway still allowed for adequate truck circulation while also providing more space for parking and eliminating one potential conflict space for vehicles. Because parking was a major need on the site, the tradeoff was closing one driveway which still provided adequate truck circulation.

Mr. Adams added that closing the driveway added four to six additional parking spaces. ??

Vice Chair Martens called for the Applicant's testimony.

Thomas Bowen, 10601 NE 97th Circle, Vancouver, WA, explained that deliveries from Sysco, which would bring about 90 percent of the restaurant's food and paper products would be between 3:00 am and 4:00 am, and it might be possible to schedule trash pickup early in the morning as well. The restaurant had 34 tables and 11 counter seats. Most of the time, occupants for each table come in one vehicle, so he believed the 51 parking spaces would accommodate the available table seating, noting it was about the same as when the restaurant operated as a Denny's. He noted he was the general manager at the Denny's and would now be the general manager for Black Bear.

Mr. Woods asked what the peak hours were for customers at Black Bear.

Mr. Bowen explained Black Bear restaurants generally see the highest customer traffic occurs during the dinner hours, which were generally 6 pm to 9 pm on weekdays. On weekends, the breakfast flow was heavy from 8 am to 3 pm, as was dinner from 4:30 pm or 5 pm to 9 pm or 10 pm. The hours of operation would be 6 am to 10 pm seven days a week.

Mr. Nada asked how many customers the restaurant could serve overall.

Mr. Bowen replied the restaurant was set up for 168 customers, however, that number would not be served all the time. For example, a four-seat booth would be occupied by two people. The hourly guest counts would usually be about 120 guests per hour. He noted that guest counts were tracked, and he had done so at Denny's.

Vice Chair Martens said he counted roughly 160 seats including the meeting or banquet room, and asked if any industry standards existed for occupancy at peak times, including employees or others waiting to be seated, to estimate how many vehicles would be parking at peak times.

Mr. Bowen replied did not know how many vehicles, only the hourly guest counts. Generally, banquets would not be scheduled during peak hours because so much of the parking would be used. Banquets usually ran two to three hours and were usually scheduled in the mornings or afternoons Monday through Friday; none were booked on Saturdays and Sundays because of the parking issue. Sunday evenings might be a possibility.

Mr. Scull asked what the average staff count was per shift.

Mr. Bowen stated Denny's had about 11 employees per shift, but Black Bear would probably have about 28 employees per shift because many food items at Black Bear were prepared from scratch, which required 2 prep cooks, a baker, and 5 cooks on the line. There would also be 9 to 10 servers and 7 or 8 bus helpers and hostesses.

Mr. Scull noted employees could consume 25 percent of the parking.

Mr. Bowen replied the Applicant hoped to have the staff park in the circle on Parkway Ave.

Mr. Nada stated this was important. He did not know if the Applicant could get approval to park there, but he roughly estimated that with a 120 guest count and assuming the best, at four people per car, there would be 30 cars; adding 24 or 28 staff would exceed the current parking capacity.

Mr. Bowen clarified that half the staff would probably not be driving, but get dropped off. A lot of young people would be washing dishes, bussing tables and hostessing, and most did not drive. At Denny's on the weekends, for example, with 18 people on shift, there would be 8 or 9 staff cars parked out front, where he had the Denny's employees park. In between the restaurant and I-5 to save the other parking for the guests.

Mr. Nada said given a similar 50 percent ratio for Black Bear, 14 or 15 parking spots would be needed for staff. He did not believe the parking in the Parkway Ave circle was not mentioned in the traffic study.

Mr. Pauly explained the circle was far enough way that it would not have been considered in the traffic study. He confirmed Parkway Ave had typical on street public parking.

Mr. Bowen noted he had seen people park there all the time. He guessed about 8 to 10 parking spaces were available.

Mr. Pauly clarified that Main Street had bike lanes, so no parking was allowed there.

Vice Chair Martens called for public testimony in favor of, opposed, and neutral to the application. Seeing none, he confirmed there were no further questions from the Board and closed the public hearing at 7:21 pm.

Samuel Scull moved to adopt Resolution No 331 with the addition of Exhibit C3. Samy Nada seconded the motion.

Vice Chair Martens stated that while the Board had discussed parking, which was a point of interest, it was not a criterion for approval for the subject application.

The motion passed unanimously.

Vice Chair Martens read the rules of appeal into the record.

VIII. Board Member Communications

There were none.

IX. Staff Communications

Daniel Pauly, Senior Planner, noted the email he sent about his recent promotion, adding he looked forward to working with the Board in his new role, adding he would be introducing new planners soon.

The Board congratulated Mr. Pauly on his promotion.

X. Adjournment

The meeting adjourned at 7:26 p.m.

Respectfully submitted,

Paula Pinyerd, ABC Transcription Services, Inc. for
Shelley White, Planning Administrative Assistant

DEVELOPMENT REVIEW BOARD MEETING

MONDAY, SEPTEMBER 26, 2016

6:30 PM

VII. Public Hearing:

- A. Resolution No. 333. Villebois Phase 11 Central – Berkshire No. 2: Stacy Connery, AICP, Pacific Community Design, Inc. – Representative for RCS– Villebois Development, LLC – Applicant/Owner.** The applicant is requesting approval of a Zone Map Amendment from Public Facility (PF) Zone to Village (V) Zone, Specific Area Plan – Central Refinements, Preliminary Development Plan, Final Development Plan, Tentative Subdivision Plat and Type ‘C’ Tree Plan for the development of detached row houses and associated improvements in Villebois SAP Central, Phase 11. The subject property is located on Tax Lot 3300 of Section 15AC, Township 3 South, Range 1 West, Willamette Meridian, City Of Wilsonville, Clackamas County, Oregon. Staff: Daniel Pauly.

Case Files: DB16-0031 Zone Map Amendment
DB16-0032 SAP Central Refinements
DB16-0033 Preliminary Development Plan
DB16-0034 Final Development Plan
DB16-0035 Tentative Subdivision Plat
DB16-0036 Type C Tree Plan

**DEVELOPMENT REVIEW BOARD
RESOLUTION NO. 333**

A RESOLUTION ADOPTING FINDINGS RECOMMENDING APPROVAL TO CITY COUNCIL OF A ZONE MAP AMENDMENT FROM PUBLIC FACILITY (PF) ZONE TO VILLAGE (V) ZONE, AND ADOPTING FINDINGS AND CONDITIONS APPROVING SPECIFIC AREA PLAN – CENTRAL REFINEMENTS, PRELIMINARY DEVELOPMENT PLAN, FINAL DEVELOPMENT PLAN, TENTATIVE SUBDIVISION PLAT AND TYPE ‘C’ TREE PLAN FOR DEVELOPMENT OF DETACHED ROW HOUSES AND ASSOCIATED IMPROVEMENTS IN VILLEBOIS SAP CENTRAL, PHASE 11. THE SUBJECT PROPERTY IS LOCATED ON TAX LOT 3300 OF SECTION 15AC, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON. STACY CONNERY, AICP, PACIFIC COMMUNITY DESIGN, INC. – REPRESENTATIVE FOR RCS–VILLEBOIS DEVELOPMENT, LLC – APPLICANT/OWNER..

WHEREAS, an application, together with planning exhibits for the above-captioned development, has been submitted in accordance with the procedures set forth in Section 4.008 of the Wilsonville Code, and

WHEREAS, the Planning Staff has prepared staff report on the above-captioned subject dated September 19, 2016, and

WHEREAS, said planning exhibits and staff report were duly considered by the Development Review Board Panel A at a scheduled meeting conducted on September 26, 2016, at which time exhibits, together with findings and public testimony were entered into the public record, and

WHEREAS, the Development Review Board considered the subject and the recommendations contained in the staff report, and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the Development Review Board of the City of Wilsonville does hereby adopt the staff report dated September 19, 2016, attached hereto as Exhibit A1, with findings and recommendations contained therein, and authorizes the Planning Director to issue permits consistent with said recommendations, subject to City Council approval of the Zone Map Amendment Request (DB16-0031), for:

DB16-0032 through DB16-0036 SAP Central Refinements, Preliminary Development Plan for Phase 11 Central, Final Development Plan, Tentative Subdivision Plat, and Type C Tree Plan for a 16-unit row house development, and associated improvements.

ADOPTED by the Development Review Board of the City of Wilsonville at a regular meeting thereof this 26th day of September, 2016 and filed with the Planning Administrative Assistant on _____. This resolution is final on the 15th calendar day after the postmarked date of the written notice of decision per *WC Sec 4.022(.09)* unless appealed per *WC Sec 4.022(.02)* or called up for review by the council in accordance with *WC Sec 4.022(.03)*.

Shawn O'Neil, Chair - Panel B
Wilsonville Development Review Board

Attest:

Shelley White, Planning Administrative Assistant

Exhibit A1
Staff Report
Wilsonville Planning Division

Villebois Phase 11 Central, Berkshire No. 2

Development Review Board Panel 'B'
Quasi-Judicial Public Hearing

Hearing Date:	September 26, 2016
Date of Report:	September 19, 2016

Application Nos.: DB16-0031 Zone Map Amendment
DB16-0032 SAP-Central Refinements
DB16-0033 SAP-Central PDP 11, Preliminary Development Plan
DB16-0034 Final Development Plan
DB16-0035 Tentative Subdivision Plat
DB16-0036 Type C Tree Plan

Request/Summary: The applicant request the Development Review Board review a Quasi-judicial Zone Map Amendment, Villebois Specific Area Plan Central Refinements, Preliminary Development Plan, Final Development Plan, Tentative Subdivision Plat, and Type C Tree Plan for a 16-unit “detached” row house residential development and associated improvements.

Location: Villebois Village Center, northeast of intersection of Barber Street and Costa Circle West . The property is specifically known as Tax Lot 3300, Section 15AC, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon.

Owner: Sharon Eshima, RCS- Villebois LLC

Applicant: Rudy Kadlub/David Nash, RCS-Villebois LLC

Applicant’s Rep.: Stacy Connery, AICP, Pacific Community Design, Inc.

Comprehensive Plan Designation: Residential-Village

Zone Map Classification (Current): PF (Public Facility)

Zone Map Classification (Proposed): V (Village)

Staff Reviewers: Daniel Pauly AICP, Senior Planner
Steve Adams PE, Development Engineering Manager
Don Walters, Building Plans Examiner
Kerry Rappold, Natural Resource Program Manager

Staff Recommendation: Approve with conditions the requested SAP Refinements, Preliminary Development Plan, Final Development Plan, Tentative Subdivision Plat, and Type C Tree Plan. Recommend approval of the requested Zone Map Amendment to City Council.

Applicable Review Criteria:

<u>Development Code:</u>	
Section 4.008	Application Procedures-In General
Section 4.009	Who May Initiate Application
Section 4.010	How to Apply
Section 4.011	How Applications are Processed
Section 4.014	Burden of Proof
Section 4.031	Authority of the Development Review Board
Section 4.033	Authority of City Council
Subsection 4.035 (.04)	Site Development Permit Application
Subsection 4.035 (.05)	Complete Submittal Requirement
Section 4.110	Zones
Section 4.113	Residential Development in Any Zone
Section 4.125	V-Village Zone
Section 4.154	Bicycle, Pedestrian, and Transit Facilities
Section 4.155	Parking, Loading, and Bicycle Parking
Section 4.167	Access, Ingress, and Egress
Section 4.169	General Regulations-Double Frontage Lots
Section 4.171	Protection of Natural Features and Other Resources
Section 4.175	Public Safety and Crime Prevention
Section 4.176	Landscaping, Screening, and Buffering
Section 4.177	Street Improvement Standards
Section 4.197	Zone Changes and Amendments to Development Code-Procedures
Sections 4.200 through 4.220	Land Divisions
Sections 4.236 through 4.270	Land Division Standards
Sections 4.300 through 4.320	Underground Utilities
Sections 4.400 through 4.440 as applicable	Site Design Review
Sections 4.600 through 4.640.20 as applicable	Tree Preservation and Protection
<u>Other City Planning Documents:</u>	
Comprehensive Plan	
Villebois Village Master Plan	
SAP Central Approval Documents	

Vicinity Map



Background/Summary:

Zone Map Amendment (DB16-0031)

The subject property still has “Public Facility” zoning dating from its time as part of the campus of Dammasch State Hospital. Consistent with other portions of the former campus, a request to update the zoning consistent with the Comprehensive Plan is included concurrent with applications to develop the property.

SAP Central Refinements (DB16-0032)

Density and Land Use Mix

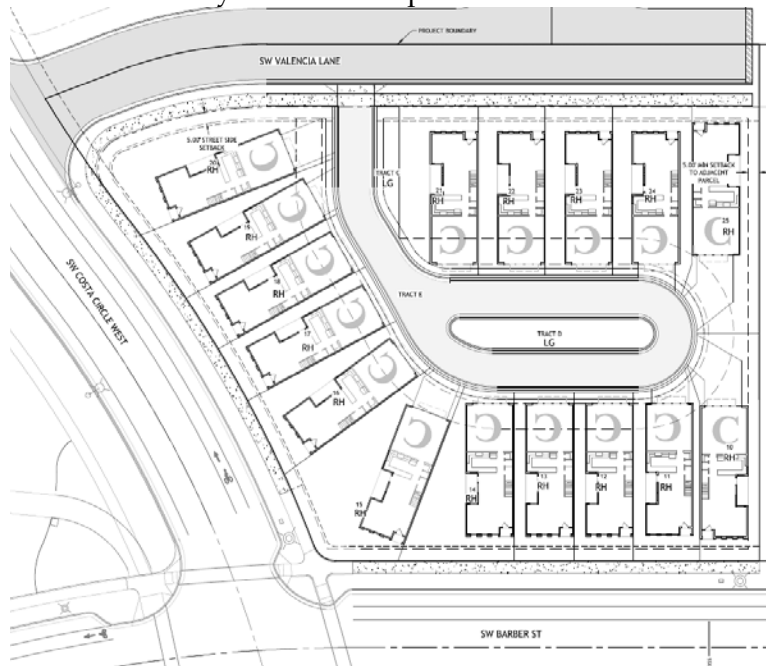
As part of the PDP request the applicant can request a density change for the SAP of up to 10%. The original SAP Central unit count used for density calculations is 1,010 units reflective of Figure 1 of the Villebois Village Master Plan. The 1,010 unit count for SAP Central assumed varying percentages of different unit types would be built including: 53.1% of Mixed-use Condos, 80.9% of Village Apartments, 86.1% of Condos, 93.5% of Rowhouses, 90% of Urban Apartments, and 97.7% for Specialty Condos. Based on these percentages the number of units for PDP 11 reflective of the original SAP Central unit count table is 37 units. The difference from the proposed 16 units is 21 units. The current SAP unit count, including all approved PDP's, is 1,005 units. Concurrent with this application, the applicant has applied for a modification of PDP 2 Central for a decrease of 39 units. The proposed unit count, not including the PDP 2 modification, is 984 units, 2.09% below the most recent SAP unit count and 2.57% below the original SAP Central unit count. The change is within the 10% cumulative density change allowed from the original SAP approval. The change would result in 2,566 units in Villebois, which would continue to exceed the required 2,300 units.

Including both the requested decrease of 39 units with the PDP 2 Central modification and the requested decrease of 21 units with PDP 11 Central the proposed unit count is 945 units, 5.97% below the most recent approved SAP Central unit count with PDP 10 Central, and 6.44% below the original SAP Central unit count. Both changes together would result in 2,527 units in Villebois, which would continue to exceed the required 2,300 units.

For the housing type refinement, housing types are grouped into two aggregate land use categories with medium lot single-family and larger single-family homes in one category and small lot single-family and all attached units in a second category. The previous unit types shown in the Villebois Village Master Plan and SAP Central approval (Urban Apartments and Condos) and the proposed detached row houses are within the same aggregate land use category, making the change not quantitatively significant. However, the qualitative test of diversity of unit types also needs to be considered, especially in terms of urban design. The row house buildings would have a different bulk than the previously planned apartments and condos, but would be similar to other detached row houses at the edge of the Village Center. Detached row houses at the edge of the Village Center create a transition from the detached single-family homes outside the Village Center to the larger and bulkier buildings in the core of the Village Center

PDP 11C Preliminary Development Plan (DB16-0033)

The proposed Preliminary Development Plan 11 of Specific Area Plan Central (also known as Berkshire No. 2) comprises 1.29 acres. The applicant proposes development of 16 “detached” row houses, and an associated alley and other improvements.



Proposed Housing Type	Number of Units
“Detached” Row Houses	16
Total	16

Parking

The 16 row houses require 16 vehicle spaces and no bicycle parking. Besides the garages for each home, 6 additional off-street parking spaces are provided in driveways and 22 spaces are available on the streets fronting the development.

Traffic

The location, design, size and uses are such that traffic generated within the proposed development at the most heavily used intersection(s) can be accommodated safely and without congestion in excess of the City's standard of Level of Service D. The proposed plan, with 21 fewer units, is expected to generate less p.m. peak hour trips than anticipated for SAP Central in previous traffic studies.

Final Development Plan (DB16-0034)

Details have been or will be provided consistent with the Community Elements Book. Street trees, curb extensions, and street lights are also shown conforming to the Community Elements Book. The proposed architecture is consistent with the Village Center Architectural Standards. A Condition of Approval requires a comprehensive landscape plan be finalized and approved by the City prior to construction of homes.

Tentative Subdivision Plat (DB16-0035)

The proposed subdivision includes row house lots, alley and open space tracts, and the necessary right-of-way dedications. The subdivision will create 16 row house lots.

Type C Tree Plan (DB16-0036)

The arborist inventoried 8 trees on the site, 7 of which are in poor condition, and 1 in moderate condition. The trees are proposed for removal due to their health or location within planned street right-of-way. Mitigation requirements will be met by street tree plantings.

Discussion Topics:

Defining Housing Types

Villebois has been planned for a wide variety of housing types, with the largest variety in the Village Center. A number of these housing types are affected by the density and housing type refinement proposed. To better understand the refinement the following are the definitions of the affected unit types per the Villebois Concept Plan.

Condo: This multi-family land use designation accommodates ownership units at an urban density. Buildings will be mostly two or three stories fronting the street with modest setbacks. Parking is located at the center of the parcel in the form of surface lots and tuck-under garages.

Townhomes (or rowhouses): This land use designation allows for a single-family dwelling type with common sidewalls and continuous front facades. Townhomes are the highest density housing type that provides yards and fee-simple ownership. Alleys provide parking access.

Urban Apartments: This multi-family land use designation accommodates rental units at an urban density. Ground level uses may include residential 'flex' space convertible to non-retail commercial space. Buildings will mostly be two or three stories fronting the street with modest setbacks. Parking is location at the center of the parcel in the form of surface lots and tuck-under garages.

Housing Diversity

In considering a refinement to change unit types, the change must be considered against the Villebois Village Master Plan policy of "a complete community with a wide range of living choices." Limited guidance is provided as to the flexibility of placement of uses within a single aggregate land use category as it relates to this range of living choices policy. It is clear the intent of the aggregation of land uses would not allow a wholesale switch of all attached units to small lot single-family because they are in the same aggregate land use category. The guidance provided and historically used in reviewing requests to modify land uses within an aggregate category is the general idea of a transect of residential uses, in terms of both density per acre and urban form. The densest residential uses with the largest and most urban buildings are focused around the piazza in the Village Center with the least dense and largest lots with single-family homes on the edge of the master plan area.

With the above guidance in mind, the proposed row houses are an appropriate density providing a transition at the edge of the Village Center from the less dense single-family homes to the denser development at the core of the Village Center.

Understanding SAP Central Density Calculations

The original SAP Central approval showed density in two manners. One is a table reflective of Figure 1 of the Villebois Village Master Plan, the other is a map showing minimum and maximum unit count by unit type on each block or sub block. The density numbers in the table are the ones used to calculate density for purposes of refinements. However, the map is important to track the change in the table numbers over time. Of most importance is the relationship between the minimums and maximums shown on the map and the single number shown in the table. The number in the table assumes a certain unit count within the range, which overall is about 81.3% of the maximum unit count shown on the map. However, the percentage of maximum is not the same across all unit types, varying widely from 53.1% to 97.7%. Table 1 below shows the percent of max unit count for each unit type. The number is calculated by dividing the unit number for each unit type in the original SAP table by the sum of all the maximum numbers for each unit type on the original map.

Table 1 Percent of Max Unit Count by Unit Type

Unit Type	% of Max Unit Count Reflected in Original SAP Central Land Use Table
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Village Apartment	80.9%
Condo	86.1%
Rowhouse	93.5%
Mixed-Use Condo	53.1%
Urban Apartment	90%
Small Lot Single-family	90%
Specialty Condo	97.7%

To calculate the change to the SAP unit count over time staff has first applied the percentages in Table 1 to the maximum of each unit type in each PDP. For example the maximum number of Rowhouses in PDP 7 shown in the original is 46, 93.5% of which is 43. The maximum number of urban apartments in PDP 7 shown in the original is 24, 90% of which is 22. Summing these two numbers is 65, which is the unit number for PDP 7 reflective of the original SAP table. For the cumulative unit count for PDP 6 and below this number reflective of the original table is used. For the cumulative unit count calculation for PDP 7 and above the PDP approved unit number of 68 units is used. Table 2 below shows the change of unit count over time. PDP 1 and 2 are grouped for simplicity. All the cumulative changes over time are within 10% of the original 1,010 unit count. Note the mixed use unit count for PDP 1 and 2 has not been approved. Also, the small amount of mixed-use condos shown in PDP 7 was included with PDP 1 and 2 as the number appears on the map within PDP 1. PDP 3 and 5 are parks and do not have any units.

Table 2 Cumulative Unit Count Over Time and % Change from Original

Approval Phase	Cumulative Unit Count (sum of approved unit counts and original unit counts for unapproved phases)	% Difference from original 1,010 SAP Unit Count
PDP 1 and 2	1097	8.62% increase
PDP 4	1098	8.75% increase
PDP 6	1089	7.82% increase
PDP 7	1092	8.16% increase
PDP 8	1063	5.26% increase
PDP 9	1011	0.12% increase
PDP 10	1005	0.50% decrease
PDP 2 Modification 2016 (Berkshire)	966	4.36% decrease
PDP 11	945	6.44% decrease

Conclusion and Conditions of Approval:

Staff has reviewed the applicant's analysis of compliance with the applicable criteria. This Staff report adopts the applicant's responses as Findings of Fact except as noted in the Findings. Based on the Findings of Fact and information included in this Staff Report, and information received from a duly advertised public hearing, staff recommends the Development Review Board approve the proposed applications (DB16-0032, DB16-0033, DB16-0034, DB16-0035, and

DB16-0036) and recommend approval of the zone map amendment to City Council (DB16-0031) with the following conditions:

Planning Division Conditions:

Request A: DB16-0031 Zone Map Amendment

This action recommends adoption of the Zone Map Amendment to the City Council for the subject property. Case files DB16-0032, DB16-0033, DB16-0034, DB16-0035, and DB16-0036 are contingent upon City Council's action on the Zone Map Amendment request.

Request B: DB16-0032 SAP-Central Refinements

PDB 1. Approval of DB16-0032 SAP Central Refinements is contingent upon City Council approval of the Zone Map Amendment from Public Facility (PF) to Village (V) (Case File DB16-0031).

Request C: DB16-0033 SAP-Central PDP 11, Preliminary Development Plan

PDC 1. Approval of DB16-0033 SAP-Central PDP 11, Preliminary Development Plan is contingent upon City Council approval of the Zone Map Amendment from Public Facility (PF) to Village (V) (Case File DB16-0031).

PDC 2. All park and open space improvements approved by the Development Review Board shall be completed prior the issuance of the building permit for the construction of the (8th) residential unit in PDP 11 Central. If weather or other special circumstances prohibit completion, bonding for the improvements will be permitted. See Finding C43.

PDC 3. The applicant/owner shall enter into an Operations and Maintenance Agreement for the subdivision that clearly identifies ownership and maintenance for parks, open space, and paths. Such agreement shall ensure maintenance in perpetuity and shall be recorded with the subdivision for 'Berkshire No. 2'. Such agreement shall be reviewed and approved by the City Attorney prior to recordation.

PDC 4. Where a building foundation is exposed in the public view shed more than would be typical on a level lot, the foundation shall have a brick or stone façade matching the design of the house.

PDC 5. A waiver of remonstrance against formation of a local improvement district shall be recorded in the County Recorder's Office as well as the City's Lien Docket, as a part of the recordation of a final plat. See Finding C80.

PDC 6. All fire lanes shall be dedicated public access easements which include emergency access. See Finding C70.

Request D: DB16-0034 Final Development Plan

PDD 1. Approval of DB16-0034 Final Development Plan is contingent upon City Council approval of the Zone Map Amendment from Public Facility (PF) to Village (V) (Case File DB16-0031).

PDD 2. All plant materials shall be installed consistent with current industry standards.

PDD 3. All construction, site development, and landscaping shall be carried out in substantial accord with the Development Review Board approved plans, drawings, sketches, and other documents. Minor alterations may be approved by the Planning Division through the Class I Administrative Review process. See Finding D16.

PDD 4. All retaining walls within the public view shed shall be a decorative stone or brick construction or veneer. Final color and material for the retaining walls shall be

	approved by the Planning Division through the Class I Administrative Review Process.
PDD 5.	All landscaping shall be continually maintained, including necessary watering, weeding, pruning, and replacing, in a substantially similar manner as originally approved by the Development Review Board. See Finding D16, D24 through D26.
PDD 6.	The applicant shall submit final parks, landscaping and irrigation plans to the City prior to construction of parks. The irrigation plan must be consistent with the requirements of Section 4.176(.07)C. See Finding D11.
PDD 7.	Soil preparation shall meet the Villebois Rainwater Management Standards. See Finding D17.
PDD 8.	Consistent with the rules of adjacency, as found in Villebois SAP Pattern Books, none of the proposed units shall be both the same floor plan and style as adjacent lots or lots located directly across the street. See Finding D3 and D14.
PDD 9.	Windows and doors shall be recessed 3 inches for shadowing or incorporate shutters (appear operable and sized for window), railing, and/or visible or substantial trim (contrasting material, color, or creates shadowing). See Finding D3.
PDD 10.	Prior to the City issuing building permits, the applicant shall submit and get approval through the Class I Administrative Review process a comprehensive landscaping plan for the entire 16 lots. See Finding D5.

Request E DB16-0035 Tentative Subdivision Plat

PDE 1.	Approval of DB16-0035 Tentative Subdivision Plat is contingent upon City Council approval of the Zone Map Amendment from Public Facility (PF) to Village (V) (Case File DB16-0031).
PDE 2.	Any necessary easements or dedications shall be identified on the Final Subdivision Plat.
PDE 3.	Alleyways shall remain in private ownership and be maintained by the Homeowner's Association established by the subdivision's CC&Rs.
PDE 4.	The Final Subdivision Plat shall indicate dimensions of all lots, lot area, minimum lot size, easements, proposed lot and block numbers, parks/open space by name and/or type, and any other information that may be required as a result of the hearing process for PDP-11C or the Tentative Plat.
PDE 5.	A non-access reservation strip shall be applied on the final plat to those lots with access to a public street and an alley. All lots with access to a public street and an alley must take vehicular access from the alley to a garage or parking area. A plat note effectuating that same result can be used in the alternative. The applicant shall work with the County Surveyor and City Staff regarding appropriate language. See Finding E2.
PDE 6.	All reserve strips and street plugs shall be detailed on the Final Subdivision Plat. See Finding E2.
PDE 7.	All tracts shall include a public access easement across their entirety.
PDE 8.	The applicant/owner shall submit subdivision bylaws, covenants, and agreements to the City Attorney prior to recordation. See Finding E3.
PDE 9.	Being located within the Villebois Village Center Boundary, the proposed lots shall

	be part of the Villebois Village Center Master Association and shall contribute an equitable amount to the maintenance of the parks and other facilities owned by the Villebois Village Center Master Association. Such relationship shall be reflected in the subdivision's CC&R's.
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Request F: DB16-0036 Type C Tree Plan

PDF 1.	Approval of DB16-0036 Type C Tree Plan is contingent upon City Council approval of the Zone Map Amendment from Public Facility (PF) to Village (V) (Case File DB16-0036).
PDF 2.	Trees planted as replacement of removed trees shall be, state Department of Agriculture Nursery Grade No. 1. or better, shall meet the requirements of the American Association of Nursery Men (AAN) American Standards for Nursery Stock (ANSI Z60.1) for top grade, shall be staked, fertilized and mulched, and shall be guaranteed by the permit grantee or the grantee's successors-in-interest for two (2) years after the planting date. A "guaranteed" tree that dies or becomes diseased during that time shall be replaced. See Findings F25 and F26.

The following Conditions of Approval are provided by the Engineering, Natural Resources, or Building Divisions of the City's Community Development Department or Tualatin Valley Fire and Rescue, all of which have authority over development approval. A number of these Conditions of Approval are not related to land use regulations under the authority of the Development Review Board or Planning Director. Only those Conditions of Approval related to criteria in Chapter 4 of Wilsonville Code and the Comprehensive Plan, including but not limited to those related to traffic level of service, site vision clearance, recording of plats, and concurrency, are subject to the Land Use review and appeal process defined in Wilsonville Code and Oregon Revised Statutes and Administrative Rules. Other Conditions of Approval are based on City Code chapters other than Chapter 4, state law, federal law, or other agency rules and regulations. Questions or requests about the applicability, appeal, exemption or non-compliance related to these other Conditions of Approval should be directed to the City Department, Division, or non-City agency with authority over the relevant portion of the development approval.

Engineering Division Conditions:

Request C: DB16-0033 Preliminary Development Plan

PFC 1.	Public Works Plans and Public Improvements shall conform to the "Public Works Plan Submittal Requirements and Other Engineering Requirements" in Exhibit C1.
PFC 2.	Undeveloped land located north and northeast of the site have received DRB approval (DB15-0070 - Villebois SAP Central PDP 9, and DB16-0022 - Villebois SAP Central PDP 10) with engineering conditions of approval to extend utilities and substantially construct Valencia Lane adjacent to this proposed site. However, at this time it is not known which project(s) may proceed forward first. It is recommended that the applicant enter into an agreement with Polygon Homes NW to clarify responsibilities for construction and costs of utilities and streets

	needed to service this area of Villebois Central.
PFC 3.	Consistent with other development within Villebois Village, the applicant shall be required to complete design and construction for full street improvements through the far curb and gutter, and far corner radii of intersections, for the new extension of Valencia Lane at Collina Lane as shown in plans dated 7/12/2016 submitted with the DRB application (provided that Villebois SAP Central PDP 9 does not move forward initially and construct this roadway with that project).
PFC 4.	Development of the land northeast of Valencia Lane is unknown at this time. Therefore this segment of Valencia Lane will be allowed to be designed for a 5" section of asphalt; the segment shall be paved with a single 3" base lift; 2" top lift to be completed by adjacent development when it occurs. Streets shall be designed in conformance to the applicable street type as shown in the Villebois Village Master Plan.
PFC 5.	Applicant shall install the 2" top lift of asphaltic concrete and new striping on the section of Costa Circle West from Barber Street through the intersection with Valencia Lane. Should Valencia Lane be constructed with the Villebois SAP Central PDP 9 project applicant shall install the 2" top lift of asphaltic concrete on this section of Valencia Lane adjacent to the development through the far curb and intersections.
PFC 6.	Alley in Tract C connection to Valencia Lane – applicant shall construct curb extensions on Valencia Lane on either side of the alley to allow for safe ingress and egress. Curb extensions face of curb shall extend out 6-ft from the south curb line.
PFC 7.	<p>The applicant shall provide a 'stamped' engineering plan and supporting information that shows the proposed street light locations meet the appropriate AASHTO lighting standards for all proposed streets and pedestrian alleyways.</p> <p>The street lighting shall be Acorn style street lights in conformance to the current edition of the Villebois SAP Central Community Elements Book Lighting Master Plan. At this time the City is investigating changing lighting standards to LED style street lights. City staff shall work to identify an acceptable LED substitute luminaire. Additional costs associated with construction of an independent power system and LED luminaires shall be approved by the City prior to construction, and such costs reimbursed by the City upon receipt and approval of contractor bid costs for the work.</p>
PFC 8.	Per the Villebois Village SAP Central Master Signage and Wayfinding plan all regulatory traffic signage in Villebois Central shall be finished black on the back sides.
PFC 9.	Should development of Villebois SAP Central PDP 10 not occur before this project, the applicant shall connect onto and extend the SS, SD and water from Campanille Lane to Valencia Lane to the project site to provide service to this development and upstream, undeveloped property.
PFC 10.	From storm basin plans previously submitted it appears that all of the proposed development lies within the Arrowhead Creek basin. Stormwater detention and

	water quality for the development is already provided by existing storm facilities located in Pond F.
PFC 11.	Rainwater management components will be allowed to be located in the public right-of-way, however such components shall be maintained by the applicant, or subsequent HOA, and this shall be included in the Ownership and Maintenance agreement.
PFC 12.	City Public Works Standards specify that water mains are to be installed on the south and east sides of roadways and sanitary sewer mains are to be installed on the north and west sides of roadways. Location of utilities shall be in compliance with City Standards.
PFC 13.	This site previously had larger utility services stubbed in from Barber Street in anticipation of a single large building. Applicant shall work with City engineering with how best to service the lots fronting Barber Street while minimizing trench cuts in Barber Street.
PFC 14.	Project area lies in the former location of the Dammasch State Hospital buildings. All older utilities installed with the Dammasch buildings shall be completely removed or abandoned in compliance with the Public Works Standards. Applicant shall provide documentation that all fill in the right-of-way has been properly placed and compacted per recommendations of the geotechnical engineer.

Request E: Tentative Subdivision Plat DB16-0035

PFE 1.	Paper copies of all proposed subdivision/partition plats shall be provided to the City for review. Once the subdivision/partition plat is approved, applicant shall have the documents recorded at the appropriate County office. Once recording is completed by the County, the applicant shall be required to provide the City with a 3 mil Mylar copy of the recorded subdivision/partition plat.
PFE 2.	All newly created easements shown on a subdivision or partition plat shall also be accompanied by the City's appropriate Easement document (on City approved forms) with accompanying survey exhibits that shall be recorded immediately after the subdivision or partition plat.
PFE 3.	Consistent with other development within Villebois Village the applicant shall dedicate full right-of-way full street improvements through the far curb and gutter for the extension of Valencia Lane

Building Division Conditions:

All Requests

BD1.	Property Lines – Fire Walls. Homes are shown directly adjacent to property lines. The building code requires all walls within 3 feet of a property line to be 1-hour fire rated wall assemblies with no openings allowed. In certain cases a no-build easement on the adjacent property may be substituted for a firewall. The use of a no-build easement would require pre-approval by the building official.
BD2.	Property Lines – Eaves. The building code does not allow roof eaves to extend to within 2 feet of a property line (Walls closer than 2 feet from a property line are not

allowed to have roof overhangs). Eaves could not extend over a property line without an Alternate Means or Method of Construction giving equivalent fire protection as approved by the building official being in place.

Natural Resources Division Conditions:

All Requests

NR 1. Natural Resource Division Requirements and Advisories listed in Exhibit C3 apply to the proposed development.

Master Exhibit List:

The following exhibits are hereby entered into the public record by the Development Review Board as confirmation of its consideration of the application as submitted. This is the exhibit list that includes exhibits for Planning Case Files DB16-0031 through DB16-0036.

- A1.** Staff report and findings (this document)
- A2.** Slides and notes for Staff's Public Hearing Presentation (*available at Public Hearing*)
- B1.** Applicant's Notebook: *Under separate cover*

Section I: General Information

- IA) Introductory Narrative
- IB) Form/Ownership Documentation
- IC) Fee Calculation/Copy of Check
- ID) Mailing List *This information has been revised*
- IE) Updated SAP Central Unit Count

Section II: Preliminary Development Plan (Includes SAP Refinements)

- IIA) Supporting Compliance Report
- IIB) Reduced Drawings
- IIC) Utility & Drainage Reports
- IID) Traffic Analysis
- IIE) Tree Report
- IIF) Republic Services Approval of Trash Collection Plan

Section III: Tentative Subdivision Plat

- IIIA) Supporting Compliance Report
- IIIB) Tentative Plat
- IIIC) Copy of Certification of Assessments and Liens
- IIID) Subdivision Name Approval

Section IV: Zone Change

- IVA) Supporting Compliance Report
- IVB) Zone Change Map
- IVC) Legal Description & Sketch

Section V: Tree Removal Plan

- VA) Supporting Compliance Report
- VB) Tree Report
- VC) Tree Preservation Plan

Section VI: Final Development Plan

VIA) Supporting Compliance Report

VIB) Reduced Plans

VIC) Row Homes Elevations & Floor Plans

- B2.** Applicant's Large Format Plans for PDP (Smaller 11x17 plans included in Sections IIB, and IIIB of the applicant's notebook Exhibit B1.) *Under separate cover.*

Sheet 1 Cover Sheet

Sheet 2 Existing Conditions

Sheet 3 Site/Land Use Plan

Sheet 4 Preliminary Plat

Sheet 5 Preliminary Grading and Erosion Control Plan

Sheet 6 Composite Utility Plan

Sheet 7 Circulation Plan and Street Sections

Sheet 8 Parking Plan

Sheet 9 Tree Preservation Plan

Sheet 10 Master Fencing Plan

Sheet L1 Planting Plan, Notes and Planting Details

Sheet L2 Typical Front Yard Planting Plan

- B3.** Large Format Plans for Final Development Plan (Smaller 11x17 plans included in Section VIB of the applicant's notebook, Exhibit B1.)

Sheet 3 Site/Land Use Plan

Sheet 10 Master Fencing Plan

Sheet L1 Planting Plan, Notes and Planting Details

Sheet L2 Typical Front Yard Planting Plan

- C1.** Comments and Conditions from Engineering Division

- C2.** Comments, Findings, and Conditions from Natural Resources

Procedural Statements and Background Information:

1. The statutory 120-day time limit applies to this application. The application was received on July 13, 2016. On July 29, 2016, staff conducted a completeness review within the statutorily allowed 30-day review period, and, on August 12, 2016, the Applicant submitted new materials. On August 12, 2016 the application was deemed complete. The City must render a final decision for the request, including any appeals, by December 10, 2016
2. Surrounding land uses are as follows:

Compass Direction	Zone:	Existing Use:
Northeast:	V	SW Valencia Lane (planned, not constructed), Row Houses (approved, not built)
Northwest	V	SW Costa Circle West, Edelweiss Park
Southwest:	V	SW Barber Street, proposed detached row houses
Southeast	PF	vacant

3. Prior land use actions include:

Legislative:

02PC06 - Villebois Village Concept Plan
02PC07A - Villebois Comprehensive Plan Text
02PC07C - Villebois Comprehensive Plan Map
02PC07B - Villebois Village Master Plan
02PC08 - Village Zone Text
04PC02 – Adopted Villebois Village Master Plan
LP-2005-02-00006 – Revised Villebois Village Master Plan
LP-2005-12-00012 – Revised Villebois Village Master Plan (Parks and Recreation)
LP09-0003 – Zone text amendment to allow for detached row houses
LP10-0001 – Amendment to Villebois Village Master Plan (School Relocation from SAP North to SAP East)
LP13-0005 – Amendment to Villebois Village Master Plan (Future Study Area)

Quasi Judicial:

DB06-0005 -

- Specific Area Plan (SAP) – Central.
- Village Center Architectural Standards.
- SAP-Central Architectural Pattern Book.
- Master Signage and Wayfinding Plan.
- Community Elements Book Rainwater Management Program and Plan

DB06-0012 - DB06-0012-Tentative Subdivision Plat (Large Lot)

DB09-0037 & 38 – Modification to the Village Center Architectural Standards (VCAS) to change/add provision for detached row houses.

DB13-0015 – SAP Central Phasing Amendment

DB13-0043 – Tentative Subdivision Plat for Villebois Village Center No. 3 (large lot subdivision, includes subject properties.

DB15-0005 – SAP Refinements and Central Phasing Amendment

DB15-0064 and DB15-0069 – SAP Central Refinements and Phasing Amendments

4. The applicant has complied with Sections 4.013-4.031 of the Wilsonville Code, said sections pertaining to review procedures and submittal requirements. The required public notices have been sent and all proper notification procedures have been satisfied.
5. Required and other notices to the public and other agencies have been sent as follows:

Notice of A Proposed Change to a Comprehensive Plan or Land Use Regulation was sent to the Oregon Department of Land Conservation and Development (DLCD) on August 22, 2016, more than 35 days prior to the first evidentiary hearing scheduled September 26, 2016.

A Development Review Team notice soliciting comments was sent August 29, 2016 requesting submittal of comments by September 14, 2016. This notice was sent to City staff and other agencies, franchise utilities, etc. who have requested this type of notice from the City.

A Public Hearing Notice was mailed and posted on September 6, 2016, 20 days prior to the first hearing. The Public Hearing Notice included information on the dates and location of the Development Review Board and City Council Hearings, information on how to comment on the application, and the nature of the application.

Findings:

NOTE: Pursuant to Section 4.014 the burden of proving that the necessary findings of fact can be made for approval of any land use or development application rests with the applicant in the case.

General Information

Application Procedures-In General Section 4.008

The application is being processed in accordance with the applicable general procedures of this Section.

Initiating Application Section 4.009

The applications have been submitted on behalf of and signed by the property owner, RCS Villebois LLC.

Pre-Application Conference Subsection 4.010 (.02)

A pre-application conference was held in accordance with this subsection.

Lien Payment before Approval Subsection 4.011 (.02) B.

No applicable liens exist for the subject property. The application can thus move forward.

General Submission Requirements Subsection 4.035 (.04) A.

The applicant has provided all of the applicable general submission requirements contained in this subsection.

Zoning-Generally Section 4.110

This proposed development is in conformity with the Village zoning district and general development regulations listed in Sections 4.150 through 4.199 have been applied in accordance with this Section.

Request A: DB16-0031 Zone Map Amendment

The applicant's findings in Section IVA of their notebook, Exhibit B1, respond to the majority of the applicable criteria.

As described in the Findings below, the applicable criteria for this request are met.

Comprehensive Plan

Development per Villebois Village Concept Plan

Implementation Measure 4.1.6.a

- A1.** The subject area is within SAP-Central, which was previously approved as part of case file DB06-0005 et. seq. and found to be in accordance with the Villebois Village Master Plan and the Wilsonville Planning and Land Development Ordinance.

Elements of Villebois Village Master Plan

Implementation Measure 4.1.6.b.

- A2.** The current proposal is for residential development implementing the elements as outlined by the Villebois Village Master Plan, as previously approved.

Application of "Village" Zone District

Implementation Measure 4.1.6.c.

- A3.** The Village Zone zoning district is being applied to an area designated as Residential-Village in the Comprehensive Plan.

Uses Supporting "Urban Village"

Implementation Measure 4.1.6.d.

- A4.** The area covered by the proposed zone change is proposed for residential uses as shown in the Villebois Village Master Plan.

Planning and Land Development Ordinance

General

Zoning Consistent with Comprehensive Plan Concurrently with Development

Section 4.029

- A5.** The applicant is applying for a zone change concurrently with other land use applications for development as required by this section.

Base Zones Identified

Subsection 4.110 (.01)

- A6.** The requested zoning designation of Village "V" is among the base zones identified in this subsection.

Village Zone

Village Zone Purpose to Implement Villebois Village Master Plan

Subsection 4.125 (.01)

- A7.** The subject lands are designated Residential-Village on the Comprehensive Plan map and are within the Villebois Village Master Plan area and the zoning designation thus being applied is the Village “V”.

Village Zone Uses

Subsection 4.125 (.02)

- A8.** The proposed residential uses are consistent with the Village Zone designation and Villebois Village Master Plan.

Zone Change Application Made Concurrency with PDP

Subsection 4.125 (.18) B. 2.

- A9.** A zone map amendment is being requested concurrently with a request for PDP approval. See Request C.

Zone Change Review

Zone Change Procedures

Subsection 4.197 (.02) A.

- A10.** The request for a zone map amendment has been submitted as set forth in the applicable code sections.

Comprehensive Plan Conformity, etc.

Subsection 4.197 (.02) B.

- A11.** The proposed zone map amendment is consistent with the Comprehensive Map designation of Residential-Village and, as shown in Findings A1 through A4, substantially comply with applicable Comprehensive Plan text.

Residential Designated Lands Comprehensive Plan Compliance

Subsection 4.197 (.02) C.

- A12.** Implementation Measure 4.1.6.c. states the “Village” Zone District shall be applied in all areas that carry the Residential-Village Plan Map Designation. Since the Village Zone must be applied to areas designated “Residential Village” on the Comprehensive Plan Map and is the Village only zone that may be applied to these areas, its application is consistent with the Comprehensive Plan.

Public Facility Concurrency
Subsection 4.197 (.02) D.

- A13.** The Preliminary Development Plan compliance report and the plan sheets demonstrate that the existing primary public facilities are available or can be provided in conjunction with the project.

Development Required within 2 Years
Subsection 4.197 (.02) F.

- A14.** The applicant has provided information stating they reasonably expect to commence development within two (2) years of the approval of the zone change. However, in the scenario where the applicant or their successors due not commence development within two (2) years allow related land use approvals to expire, the zone change shall remain in effect.

Development Standards Conformance
Subsection 4.197 (.02) F.

- A15.** As can be found in the findings for the accompanying requests, the applicable development standards will be met either as proposed or as a condition of approval.

Request B: DB16-0032 SAP-Central Refinements

The applicant's findings in Section IIA of their notebook, Exhibit B1, respond to the majority of the applicable criteria.

As described in the Findings below, the applicable criteria for this request are met.

Refinements Generally

Refinement Process
Subsection 4.125 (.18) J. 1.

- B1.** The requests are SAP Refinements related to density and land use mix. The applicant provided plan sheets and written information showing sufficient information to demonstrate compliance with the applicable criteria. As can be seen in the Findings below, the criteria set forth in Subsection 4.125 (.18) J. 2. are satisfied for the requested refinements.

Refinement Request Land Use Mix and Density

SAP Refinements: Mix of Land Use/Density
Subsection 4.125 (.18) J. 1. a. iv. and v.

- B2.** The Urban Apartments and Condos shown in the Master Plan and SAP are in the same aggregate land use category as the proposed row houses. Therefore, there is no significant change to the mix of land uses.

The original SAP Central unit count used for density calculations is 1,010 units reflective of Figure 1 of the Villebois Village Master Plan. The 1,010 unit count for SAP Central assumed varying percentages of different unit types would be built including: 53.1% for Mixed-use Condos, 80.9% for Village Apartments, 86.1% for Condos, 93.5% for Rowhouses, 90% for Urban Apartments, and 97.7% for Specialty Condos. Based on these percentages the number of units for PDP 11 reflective of the original SAP Central unit count table is 37 units. The difference from the proposed 16 units is 21 units. The current SAP unit count, including all approved PDP's, is 1,005 units. Concurrent with this application, the applicant has applied for a modification of PDP 2 Central for a decrease of 39 units. The proposed unit count, not including the PDP 2 modification, is 984 units, 2.09% below the most recent SAP unit count and 2.57% below the original SAP Central unit count. The change is within the 10% cumulative density change allowed from the original SAP approval. The change would result in 2,566 units in Villebois, which would continue to exceed the required 2,300 units.

Including both the requested decrease of 39 units with the PDP 2 Central modification (DB16-0027 et. al. approved by the Development Review Board September 12, 2016) and the requested decrease of 21 units with PDP 11 Central the proposed unit count is 945 units, 5.97% below the most recent approved SAP Central unit count, and 6.44% below the original SAP Central unit count. Both changes together would result in 2,527 units in Villebois, which would continue to exceed the required 2,300 units.

Quantifiable Significance

Subsection 4.125 (.18) J. 1. b. i.

- B3.** Quantifiable measures related to this refinement include 1. The number of units within the aggregate land use category, which is not changing as both apartments and row houses are in the same aggregate land use category. For density the quantifiable measure is total units. As discussed in Finding B2 the proposed density reduction of units is well below 10% both for this application alone and cumulatively over time for SAP Central.

Qualitative Significance

Subsection 4.125 (.18) J. 1. b. ii.

- B4.** This subsection does not provide clear definition of what an important qualitative feature might be. Absent details in this subsection, staff interprets the primary qualitative factors to consider to be the three guiding design principles of the Villebois Village Master Plan: Connectivity, Diversity, and Sustainability. The three guiding design principles are further defined by the goals, policies, and implementation measures of the Master Plan. By virtue of better or equally implementing the goals, policies, and implementation measures of the Villebois Village Master Plan, as described in Findings B5-B10 below, the proposed refinements do not significantly affect land use mix or density in a qualitative sense.

Refinements to Equally or Better Meet SAP Conditions and Master Plan

Subsection 4.125 (.18) J. 2. a.

- B5.** No specific conditions of approval from SAP Central have been identified in relation to the proposed changes so this finding focuses on better or equally meeting the affected goals, policies, and implementation measures of the Villebois Village Master Plan as follows:

Refinements and Master Plan- Range of Living Choices

Subsection 4.125 (.18) J. 2. a. and Villebois Village Master Plan General Land Use Plan Policy 1

- B6.** The language regarding a wide range of living choices is the portion of the policy relevant to the proposed refinement. A wide range of living choices is fundamental to the diversity of the Villebois neighborhood. The policy of a wide range of living choices has been implemented by a variety of residential land uses indicated on Figure 1-Land Use Plan, and subsequently in SAP and PDP approvals. The residential land uses in Figure 1 are grouped into two aggregate land use categories, with medium-lot single-family and larger in one category and small-lot single family and smaller in the second, including all attached products ranging from apartments to row houses. No differentiation is made between for sale and for rent unit types in description of units. The aggregation of the residential land uses into two categories recognized a need for flexibility over time to respond to various market and other factors. The Master Plan and other implementing language provides limited guidance as to the flexibility of placement of uses within a single aggregate land use category as it relates to the range of living choices. The guidance provided and historically used in reviewing requests to modify land uses within an aggregate category is the general idea of a transect of residential uses. In the transect the densest residential uses are focused around the piazza in the Village Center with the least dense and largest lots on the edge of the Villebois Village Master Plan area. The transect can be understood from both a pure residential density perspective, but also an urban design perspective.

With the above guidance in mind, the proposed row houses are an appropriate density providing a transition at the edge of the Village Center from the less dense single-family homes outside the Village Center to the denser development at the core of the Village Center.

Refinements and Master Plan – Wide Variety of Neighborhood Housing

Subsection 4.125 (.18)J.2. a. & Villebois Village Master Plan Residential Neighborhood Housing Policy 1

- B7.** A wide variety of housing options is fundamental to the diversity of Villebois. Pursuant to the explanation in Finding B6, the proposed row houses are within the same aggregate land use category as land uses they are replacing. Thus by providing a land use choice that is not significantly, as defined by Wilsonville's Code, different than the previously planned apartments and condos the proposal equally contributes the variety of housing to the central neighborhood of Villebois. The use of multiple architectural styles, provide a variety of architectural options.

Refinements and Master Plan -Minimum Density and Unit Count

Subsection 4.125 (.18) J. 2. a. and Villebois Village Master Plan Residential Neighborhood Housing Policies 3 and 4.

- B8.** The proposal, together with another previously approved development and planned development, will result in a total Villebois unit count of 2,566 units in Villebois, 13.04 units per acre, which would continue to exceed the required 2,300 units and 10 dwelling units per acre.

Including both the requested decrease of 39 units with the PDP 2 Central modification (DB16-0027 et. seq. approved by the Development Review Board on September 12, 2016) and the proposed 21 unit decrease the unit count would be 2,527 units in Villebois, or 12.84 units per acre, which would also continue to exceed the required 2,300 units and 10 dwelling units per acre.

Refinements and Master Plan –Mix of Housing Types to the Greatest Extent Possible

Subsection 4.125 (.18) J. 2. a. and Villebois Village Master Plan Residential Neighborhood Housing Policies 3 and 4.

- B9.** A mix of housing types is fundamental to the diversity of the Villebois. However, determining the greatest extent of housing mix practicable is unclear. The subject property was previously planned for Urban Apartments and Condos. The current proposal is for detached row houses. Even with the refinement SAP Central, and Villebois in general will continue to provide a rich variety of housing types.

Refinements and Master Plan –Scale and Design of High Density Housing Consistent with Vision for Villebois

Subsection 4.125 (.18) J. 2. a. and Villebois Village Master Plan Residential Neighborhood Housing Policy 9

- B10.** The scale and design of the proposed row houses are a scale and design appropriate for their location at the edge of the Village Center providing a transition from the less dense single-family homes outside the Village Center to the denser multi-family homes in the core of the Village Center.

Refinements and Resource Impacts

Subsection 4.125 (.18) J. 2. b.

- B11.** The proposed refinement does not negatively impact any identified environmental or scenic resources.

Refinements Impacting Subsequent PDP's and SAP's Impact

Subsection 4.125 (.18) J. 2. c.

- B12.** Proposed refinements do not preclude an adjoining or subsequent PDP or SAP area from developing consistent with the approved SAP or Master Plan.

Request C: DB16-0033 SAP-Central PDP 11, Preliminary Development Plan

The applicant's findings in Section IIA of their notebook, Exhibit B1, respond to the majority of the applicable criteria.

As described in the Findings below, the applicable criteria for this request are met or will be met by Conditions of Approval.

Village Zone

Permitted Uses

Subsection 4.125 (.02)

C1. The proposed row houses are a residential use permitted in the Village Zone.

Development Standards Applying to All Development in the Village Zone

Block, Alley, Pedestrian, and Bicycle Standards

Subsection 4.125 (.05) A.

C2. The Preliminary Development Plan drawings, Exhibit B2, shows blocks, alleys, pedestrian, and bicycle paths consistent with this subsection and the SAP.

Access

Subsection 4.125 (.05) B.

C3. A condition of approval for the Tentative Subdivision Plat will ensure compliance with this standard. See Request D.

Development Standards

Subsection 4.125 (.05) Table V-1

C4. The proposed building types are Row Houses-Village Center. The PDP enables all development standards in Table V-1 to be met.

Off-Street Parking, Loading & Bicycle Parking

Subsection 4.125 (.07) Table V-2

C5. The 16 row houses require 16 vehicle spaces and no bicycle parking. Besides the garages for each home, 6 additional off-street parking spaces are provided in driveways and 22 spaces are available on the streets fronting the development for a total of 60 parking spaces.

Parks & Open Space

Subsection 4.125 (.08)

C6. Figure 5 Parks & Open Space Plan of the Villebois Village Master Plan states that there are a total of 159.73 acres within Villebois, which is approximately 33% of Villebois. The

proposed PDP does not reduce the amount of dedicated open space, and actually adds a minor open space tract not shown in the Master Plan.

Villebois Street Alignment and Access Improvements

Conformity with Master Plan, etc.

Subsection 4.125 (.09) A. 1. a.

- C7.** The proposed PDP is bounded on three sides by streets, two built and one planned. SW Barber Street and SW Costa Circle West have previously been constructed, including all asphalt lifts on SW Barber Street. SW Costa Circle West still needs a final asphalt lift following utility installation in connection with the proposed development. SW Valencia Lane has been approved in conjunction with the approvals of PDP's 9 and 10, but has not yet been constructed. Pursuant to Conditions of Approval PFC 3 and PFC 5 the applicant must provide sidewalks and other typical improvements along all street frontages, provide the final asphalt lift on SW Costa Circle West along the frontage, as well as construct SW Valencia Lane if they desire to build PDP 11 prior to construction of PDP 9 and/or 10.

Public Works Standards and Continuation of Streets

Subsection 4.125 (.09) A. 1. a. i.

- C8.** Consistent with the SAP Central approvals, SW Valencia Lane, if built in connection with this project, will be built for future continuation, where planned.

Streets and Master Plan

Subsection 4.125 (.09) A. 1. a. ii.

- C9.** All planned streets are planned consistent with the Master Plan and SAP Central approvals.

Street Intersection Angles

Subsection 4.125 (.09) A. 2. a. & b.

- C10.** Intersections are designed at right angles consistent with the Villebois Village Master Plan and SAP approvals.

Street Intersection Offsets

Subsection 4.125 (.09) A. 2. c.

- C11.** No intersections proposed violate the offset standards of this subsection.

Curb Extensions

Subsection 4.125 (.09) A. 2. d.

- C12.** All curb extensions shown in the SAP Central Community Elements Book are along previously built SW Barber Street.

Street Grades

Subsection 4.125 (.09) A. 3.

C13. No streets are proposed that would exceed the grades listed in this subsection.

Centerline Radius Street Curves

Subsection 4.125 (.09) A. 4.

C14. No significant street curves are proposed that would approach the subscribed minimum centerline radius for local streets.

Access Drives

Subsection 4.125 (.09) A. 6.

C15. Access drives (alleys) will be paved at least 16-feet in width and be constructed with a hard surface capable of carrying a 23-ton load.

Other Villebois Development Standards

Landscaping, Screening and Buffering

Subsection 4.125 (.11)

C16. The appropriate landscaping is provided. The proposed street trees are among the choices provided in the Community Elements Book.

Signage and Wayfinding

Subsection 4.125 (.12)

C17. Signage will be provided consistent with the SAP Central Signage & Wayfinding Plan.

Design Principles Applying to the Village Zone

Subsection 4.125 (.13)

C18. The Village Center Architectural Standards and Community Elements Book ensure the design meets the fundamental design concepts and support the objectives of the Villebois Village Master Plan. By complying with the approved Village Center Architectural Standards and Community Elements Book, the design of the PDP will satisfy these criteria. See also Final Development Plan, Request D.

Building and Site Design Requirements

Subsection 4.125 (.14) A. 2. a. - e. and h. - k.

C19. The application requests PDP approval for detached row houses and associated improvements in conformance with the Village Center Architectural Standards and Community Elements Book will assure consistency with the Design Standards of subsection (.14). Compliance with the Village Center Architectural Standards and Community Elements Book is being reviewed as part of Request D, Final Development Plan.

Protection of Significant Trees

Subsection 4.125 (.14) A. 2. f.

C20. No important trees exist on the site to be preserved.

Lighting and Site Furnishings

Subsection 4.125 (.14) A. 3.

C21. Compliance with the Village Center Architectural Standards and Community Elements Book is being reviewed as part of Request D, Final Development Plan.

Building Systems & Materials

Subsection 4.125 (.14) A. 4.

C22. Subsequent Building Permit applications will review proposed buildings for consistency with the criteria of Table V-3. Certain criteria related to materials will be reviewed as part of the review of the Village Center Architectural Standards in Request D.

Preliminary Development Plan Submission and Approval Process

Submittal Requirements: General

Subsection 4.125 (.18) H. 1.

C23. The PDP matches SAP Central, as requested to be refined in Request B, and the application includes all of the requested information.

PDP to be Filed for Entire SAP or Approved Phase

Subsection 4.125 (.18) G. 1. a.

C24. The proposed PDP addresses Phase 11 on the approved SAP Central Phasing Plan.

PDP Application Level of Detail

Subsection 4.125 (.18) H. 3.

C25. The required level of detail has been shown, similar to other PDP's approved throughout Villebois.

Owners' Consent

Subsection 4.125 (.18) G. 1. b.

C26. This application is made by and has been signed on behalf of the owner, RCS Villebois LLC.

Professional Coordinator

Subsection 4.125 (.18) G. 1. d.

C27. A professional design team is working on the project with Stacy Connery AICP from Pacific Community Design as the professional coordinator.

Indication of Mixed Use
Subsection 4.125 (.18) G. 1. e.

C28. The proposed PDP includes only residential uses with supporting recreational amenities and utilities, no mixed uses.

Land Division to be Submitted Concurrently with PDP
Subsection 4.125 (.18) G. 1. f.

C29. A preliminary subdivision plat has been submitted concurrently with this request. See Request E.

Concurrent Application for Zone Map Amendment
Subsection 4.125 (.18) G. 1. g.

C30. A zone map amendment request has been submitted concurrently with this request. See Request A.

Information Required for PDP
Subsection 4.125 (.18) G. 2. a. – c.

C31. All of the applicable required information has been provided. See Exhibits B1 and B2.

Land Area Tabulation
Subsection 4.125 (.18) G. 2. d.

C32. Following is a tabulation of land area devoted to the various uses and a calculation of net residential density:

Approx. Gross Acreage	1.29 Acres
Parks and Open Space	0.03 Acres
Public Streets	0.20 Acres
Lots and Alleys	1.06 Acres

Net Residential Density: 16 lots / 1.06 Acres = 16 units per net acre

Streets, Alleys, and Trees
Subsection 4.125 (.18) G. 2. e.

C33. Information on planned alleys and streets are provided or the information is readily available. Easements, sidewalks, and other relevant features are shown. Trees have been identified. See Exhibit B2, Sheet 9 and Exhibit B1 Section IIE.

Building Drawings
Subsection 4.125 (.18) G. 2. f.

C34. The proposed PDP includes Row Houses. Being in the Village Center the elevations of all the buildings have been submitted and are being reviewed as part of the Final Development Plan, Request D.

Utility Plan

Subsection 4.125 (.18) G. 2. g.

C35. A composite utility plan has been provided. See applicant's Sheet 6 in Exhibit B2.

Phasing Sequence

Subsection 4.125 (.18) G. 2. h.

C36. The PDP is proposed to be executed in a single phase.

Capital Improvements Security

Subsection 4.125 (.18) G. 2. i.

C37. The appropriate bond or security will be obtained for issuance of the Public Works Permit.

Traffic Report

Subsections 4.125 (.18) G. 2. j. and H. 2.

C38. The required traffic report has been provided, and can be found in Section IID of the applicant's notebook, Exhibit B1.

Copies of Legal Documents

Subsection 4.125 (.18) H. 4.

C39. The required legal documents for review have been provided. See Exhibit B1.

PDP Approval Criteria

Approved SAP Consistency

Subsection 4.125 (.18) K. 1. c.

C40. The requested PDP approval is consistent with the SAP, as requested to be refined by Request B.

Village Center Architectural Standards Consistency

Subsection 4.125 (.18) K. 1. d.

C41. The proposed row houses are subject to the Village Center Architectural Standards, consistency with which is being reviewed as part of Request D, Final Development Plan.

Reasonable Phasing Schedule

Subsection 4.125 (.18) K. 2.

C42. The PDP is planned to be completed within 2 years.

Parks Concurrency

Subsection 4.125 (.18) K. 3.

C43. All private open space requirements are required to be completed prior to occupancy of 50% of the dwelling units.

Planned Development Permit Review Criteria

Consistency with Comprehensive Plan and Other Plans, Ordinances

Subsection 4.140 (.09) J. 1.

- C44.** The applicant's findings demonstrate the location, design, size, and uses proposed with the PDP are both separately and as a whole consistent with SAP Central as proposed to be refined in Request B, and thus the Villebois Village Master Plan, the City's Comprehensive Plan designation of Residential – Village for the area, and any other applicable ordinance of which staff is aware.

Traffic Level of Service

Subsection 4.140 (.09) J. 2.

- C45.** The location, design, size and uses are such that traffic generated within the PDP at the most heavily used intersection(s) can be accommodated safely and without congestion in excess of Level of Service D. The proposal to reduce density below previous plans, also reduces the anticipated traffic generation below previous traffic studies done for SAP Central.

Concurrency for Other Facilities and Services

Subsection 4.140 (.09) J. 3.

- C46.** As shown in the Utility and Drainage Report, Section IIC of the applicant's notebook, Exhibit B1, and the applicant's Composite Utility Plan, Sheet 6 of Exhibit B2, adequate or immediately planned facilities and services are sufficient to serve the planned development.

On-site Pedestrian Access and Circulation

Continuous Pathway System

Subsection 4.154 (.01) B. 1.

- C47.** Walkways from front doors of home connect to the sidewalk system which connects to the entire Villebois pedestrian network.

Safe, Direct, Convenient Pathways

Subsection 4.154 (.01) B. 2.

- C48.** All planned sidewalks will meet Public Works standards and be safe and convenient. Individual concrete walkways will provide direct access to the sidewalk network.

Vehicle/Pathway Separation

Subsection 4.154 (.01) B. 3.

- C49.** All pathways are separated from vehicle circulation areas.

Crosswalks

Subsection 4.154 (.01) B. 4.

C50. Where pathways cross the alleys and streets concrete inlays or appropriate paint are provided delineating the cross walks.

Pathway Width and Surface

Subsection 4.154 (.01) B. 5.

C51. The public sidewalks and proposed internal pathways are concrete 5' wide or greater.

Signs for Pathways

Subsection 4.154 (.01) B. 6.

C52. No signs are proposed or required in relation to the pathways.

Protection of Natural Features & Other Resources

General Terrain Preparation

Subsection 4.171 (.02)

C53. The terrain preparation in the PDP matches the SAP Central approvals, as requested to be refined in Request B and found to meet the requirements of this subsection.

Trees and Wooded Area

Subsection 4.171 (.04)

C54. The eight trees on the site have health issues or construction impacts which would not make them sustainable long term for preservation.

Historic Protection

Subsection 4.171 (.09)

C55. The PDP matches the SAP Central approvals, as requested to be refined in Request B and found to meet the requirements of this subsection.

Other General Development Standards

Landscaping, Screening, and Buffering

Section 4.176

C56. Landscaping will be provided in accordance with the standards in Section 4.176. The Street Tree/Lighting Plan depicts street trees along rights-of-way within the subject Preliminary Development Plan area. The plan has been developed in conformance with the *Community Elements Book* and the applicable standards of Section 4.176. Landscaping will be reviewed with Request D, Final Development Plan.

Street Improvement Standards-Generally

Conformance with Standards and Plan

Subsection 4.177 (.01)

C57. As shown in the findings below the standards of Section 4.177 are being applied to the proposed public improvements. The proposed improvements appear to meet or be able to meet Public Works Standards. The Engineering Division will issue a Public Works Permit prior to construction and inspect during construction ensuring the Public Works Standards are met. The streets are being developed consistent with the Villebois Village Master Plan and the thus the TSP.

Rough Proportionality

Subsection 4.177 (.01)

C58. It is understood the developer will be responsible for improvements consistent with other development in the Villebois Village. The exact finances and funding of the improvements are subject to agreement between the developer and adjacent developers. See Conditions of Approval PFC 2 through 5.

Timing of Street Improvements

Subsection 4.177 (.01)

C59. Street improvements will be constructed prior to or concurrently with the proposed private improvements.

Street Improvement Standards-Adjoining Property Connectivity

Streets and Adjoining Properties

Subsection 4.177 (.02) A.

C60. All future street connectivity is provided for as indicated in the Villebois Village Master Plan and SAP Central Approvals

Street Improvement Standards-Right-of-Way

Right-of-Way Dedication

Subsection 4.177 (.02) C. 1.

C61. Right-of-way dedication is proposed as part of the Tentative Subdivision Plat or has previously been dedicated.

Waiver of Remonstrance Against Formation of Local Improvement District

Subsection 4.177 (.02) C. 2.

C62. The Condition of Approval PDC 5 requires the waiver of remonstrance.

Street Improvement Standards-Clearance

Corner Vision Clearance

Subsection 4.177 (.02) E.

- C63.** Clear vision clearance appears to be provided, and will further be reviewed as part of the Public Works Permit plan review.

Vertical Clearance

Subsection 4.177 (.02) F.

- C64.** Nothing in the proposal would prevent the minimum vertical clearance from being provided.

Street Improvement Standards- Interim Improvements

Interim Improvement Standards

Subsection 4.177 (.02) G.

- C65.** Per Conditions of Approval PFC 3 full street improvements for the new extension of Valencia Lane is required, except for specific segments as discussed in Condition of Approval PFC 4.

Street Improvement Standards-Sidewalks

Sidewalks Required

Subsection 4.177 (.03)

- C66.** Sidewalks are proposed within the street right-of-way adjacent to the proposed development and will have a through zone of 5 feet.

Street Improvements Standards- Access Drives and Driveways

Clear Travel Lane

Subsection 4.177 (.08) A.

- C67.** The alleys are designed to provide a clear travel lane.

Travel Lane Load Capacity

Subsection 4.177 (.08) B.

- C68.** The proposed alleys will be built to carry a 23-ton load.

Emergency Vehicle Access

Subsection 4.177 (.08) C.

- C69.** Emergency access is provided consistent with access elsewhere in Villebois.

Emergency Access Lanes

Subsection 4.177 (.08) D.

C70. The alleys will exceed the 12 foot width and will be paved. All fire lanes will be dedicated public access easements which include emergency access as required by Condition of Approval PDC 6.

No On-street Vehicle Stacking

Subsection 4.177 (.08) I.

C71. The alley design is sufficient to allow access to the individual homes and garages without stacking extending into the public right-of-way.

Limiting Driveway Width

Subsection 4.177 (.08) K.

C72. The alley access points are the standard width as built through Villebois and are the minimum to accommodate the approved alley cross section for Villebois.

Pedestrian Safety Features

Subsection 4.177 (.08) L.

C73. Pedestrian safety features, including curb extensions, have been incorporated into the Villebois Master Plan and SAP Approvals. All curb extensions are provided consistent with the SAP Central Community Elements Book. Consistent with Section 4.154 concrete inlays or paint delineate crosswalks both across public streets and across alleys.

Driveway Alignment

Subsection 4.177 (.08) P.

C74. No streets or major driveways exist requiring particular alignment of alleys.

Street Improvement Standards- Intersection Spacing

Driveway Alignment

Subsection 4.177 (.09) A.

C75. Intersection spacing is as approved in the Villebois Village Master Plan and SAP Central approval documents.

Request D: DB16-0034 Final Development Plan

The applicant's findings in Section VIA of their notebook, Exhibit B1, respond to the majority of the applicable criteria.

As described in the Findings below, the applicable criteria for this request are met or will be met by Conditions of Approval.

Final Development Plans

FDP Approval Procedure

Subsection 4.125 (.18) L.

D1. The application is for row homes in the Village Center which require FDP review. The FDP has been filed for the entire development. The FDP has been filed concurrently with the PDP request. See Request C. Signatures have been obtained from the owner. The applications were submitted with the appropriate City form. Stacy Connery AICP with Pacific Community Design is the professional coordinator for a professional design team.

FDP Submittal Requirements, Approval Procedures and Criteria

Subsection 4.125 (.18) M. and N. and P. 1.

D2. The applicant has submitted the applicable materials listed in Section 4.034 and the application is being reviewed against the criteria of Section 4.421. See Findings D19 through D22 below.

Conformance with Community Elements Book and Village Center Architectural Standards (VCAS)

Subsection 4.125 (.18) P. 2.

D3. With a location in the Village Center as shown in Figure 2a of the Villebois Village Master Plan the proposed development is subject to the Community Elements Book and Village Center Architectural Standards.

Community Elements Book:

Applicable Requirement	Requirement Met?	Notes
Street Lighting	<input checked="" type="checkbox"/>	Street lighting is being required consistent with the Master Plan while using updated LED lighting technology. See Condition of Approval PFC 7.
Curb Extensions	<input checked="" type="checkbox"/>	No additional curb extensions are required.
Street Trees	<input checked="" type="checkbox"/>	Location and species of street trees shown on the applicants plans, Exhibit B3, are consistent with the Community Elements Book.

Tree Protection	<input type="checkbox"/>	No trees proposed for protection exist on the site.
Plant List	<input checked="" type="checkbox"/>	All plant materials listed on sheet L1 of Exhibit B3 are on the Villebois plant list or approved by the City. No prohibited plants are proposed

Village Center Architectural Standards

Standard	Standard Met?	Notes
1.2 Building Height & Roof Form		
Required Standards		
1) Max. Building Height according to Table V-1	<input checked="" type="checkbox"/>	Row houses are less than 45'
2) Addresses have other height limitations	<input type="checkbox"/>	No address overlays apply
3) Building height measured as defined in 4.001.	<input checked="" type="checkbox"/>	Building measured correctly
4) Rooftop equipment screened from current and future taller buildings	<input checked="" type="checkbox"/>	No rooftop equipment proposed
5) At least 2 roof garden in SAP Central	<input type="checkbox"/>	No rooftop gardens proposed, more appropriate for other building types in SAP Central
Optional Standards:		
6) Buildings encouraged to reach max. allowable height	<input type="checkbox"/>	The proposed row houses are much less than the maximum height as well as the apartment building previously approved for the site, but is appropriate for the location for the transition from the 2 story single-family outside the Village Center to the multi-story buildings in the core of the Village Center.
7) Minimize shading of public and private outdoor areas during mid-day	<input checked="" type="checkbox"/>	The primary outdoor area is the front courtyard area which has typical exposure aligned with the street.
2.1 Vertical Façade Articulation for All Mixed Use Buildings		Buildings not mixed use
1.3 Horizontal Façade Articulation		Separate buildings of varying architecture create the desired articulation along the street frontage.
3.1 Exterior Building Materials & Color		
Required		
1) Visually heavier and more massive materials at base	<input checked="" type="checkbox"/>	Heavier brick and stone veneer is at the base of the proposed homes.

when multiple materials used.		
2) Bright, intense colors reserved for accent trim	<input checked="" type="checkbox"/>	While a variety of colors are use they are not intense.
3) Bright colors not used for commercial purposes	<input type="checkbox"/>	No commercial uses
4) Concrete block shall be split-faced, ground-faced, or scored when facing street or public way. Discouraged around the plaza.	<input checked="" type="checkbox"/>	Concrete block is not being used.
5) Exteriors constructed of durable and maintainable materials with texture, pattern, or lend themselves to quality detailing.	<input checked="" type="checkbox"/>	The brick, cement fiber siding, precast veneer, and roof materials are all durable and easy to maintain and allow for detailing.
Optional		
6) Exterior materials have an integral color, patterning, and/or texture	<input checked="" type="checkbox"/>	The exterior materials have integral color, patterning, or texture.
7) Sustainable building materials and practices are strongly encouraged	<input type="checkbox"/>	Sustainable materials and practices continue to be encouraged.
3.2 Architectural Character		
Required		
1) A definitive, consistent Architectural Character. All primary facades consistent with Architectural Character	<input checked="" type="checkbox"/>	The row houses all have a definable architectural character and have been reviewed and found such by the City's consultant architect, Steve Coyle.
2) No mixing of Architectural Styles	<input checked="" type="checkbox"/>	Each building is consistently in a single style.
3) Secondary facades incorporate primary façade features over 25% of wall length	<input checked="" type="checkbox"/>	Materials including lap siding as well as windows with trim extend on all facades.
4) All visible sides have a similar level of quality and visual interest	<input checked="" type="checkbox"/>	A majority of the detailing and materials wrap around to the street facing side elevations of the buildings. Materials and details included on the front elevations such as finishes, trim, and window patterns are incorporated into the side elevations.
5) Accessory buildings designed and integrated into primary building	<input type="checkbox"/>	No accessory buildings are proposed.
6) Applicants encouraged to consult an architect or architectural historian	<input checked="" type="checkbox"/>	The row homes design has been reviewed by the City's consultant architect regarding appropriate

regarding appropriate elements of architectural style		elements of chosen architectural styles.
7) If not in an address, elevations not repeated on adjacent blocks	<input checked="" type="checkbox"/>	Condition of Approval PDD 8 ensures the rules of adjacency used in Architectural Pattern Books throughout Villebois are followed to ensure to elevations built in "Berkshire" (PDP 2 Central Revision), are repeated directly across Barber Street.
3.3 Ground Level Building Components		
Required		
1) Building setbacks and frontage widths as required by Table V-1	<input checked="" type="checkbox"/>	The row houses will meet the setbacks established by Table V-1
2) Retail orientation towards street	<input type="checkbox"/>	Not applicable
3) Differentiating entrances for mixed use buildings	<input type="checkbox"/>	Not applicable
4) Entries have weatherproof roof covering appropriately sized but at least 4 feet deep and 4 feet wide	<input checked="" type="checkbox"/>	Weatherproof covering provided by proposed front porches and entrances are at least 4' by 4'
5) Any building lighting, is indirect or shielded	<input checked="" type="checkbox"/>	Lighting is shielded, typical porch light lighting.
6) Parking structures screened using at least two of the following: residential or commercial uses, decorative grill work, decorative artwork, vegetation	<input type="checkbox"/>	Not applicable, no parking structure proposed
7) Plaza address mixed-use buildings have canopy or awning	<input type="checkbox"/>	Not applicable
8) Reflective, heavily tinted, or other sight obscuring glass discouraged	<input checked="" type="checkbox"/>	Proposed glass is not reflective, heavily tinted or otherwise sight obscuring.
9) Landscaping or other screening provided when parking is between buildings and the street	<input checked="" type="checkbox"/>	Not applicable
Optional		
10) Create indoor/outdoor relationships	<input checked="" type="checkbox"/>	Courtyards help create an indoor/outdoor relationship.
11) Canopies and Awnings primary function is weather protection	<input type="checkbox"/>	Not applicable
4.1 Façade Components		
Required		

1) Windows and doors recessed 3 inches for shadowing or incorporate shutters (appear operable and sized for window), railing, and/or visible or substantial trim (contrasting material, color, or creates shadowing.)	<input checked="" type="checkbox"/>	Condition of Approval PDD 9 ensures conformance.
2) Balconies extend no more than 36"	<input type="checkbox"/>	Not applicable, none proposed on front elevations.
3) Shutters sized to appear operable at window and door openings	<input type="checkbox"/>	Not applicable, none proposed.
4) Except in the plaza address, balconies shall be at least 5 feet deep	<input checked="" type="checkbox"/>	No balconies are proposed.
Optional		
4) <i>(Note: Duplicate numbers in published VCAS)</i> Individual windows square or vertical in proportion. An assembly of windows have horizontal proportion	<input checked="" type="checkbox"/>	All individual windows are square or vertical in proportion.
5) Materials changes occur at a horizontal line or at inside corner of two vertical planes.	<input checked="" type="checkbox"/>	Materials change at horizontal lines or corners
6) Every residential unit have outdoor living space.	<input checked="" type="checkbox"/>	All row home units have front courtyards and sideyards.
7) Expression of rainwater path	<input type="checkbox"/>	Not applicable
8) Building fronts uneven angles to accommodate shape of street	<input type="checkbox"/>	Not applicable
9) Wide opening windows	<input type="checkbox"/>	The applicant has not indicated details of window opening (optional)
10) Discourage use of high window sills	<input checked="" type="checkbox"/>	High window sills are not used
11) Finishing touches and ornament	<input checked="" type="checkbox"/>	The use of finishing touches and ornamentation is provided.
5.1 Fencing		
Required		
1) See all applicable sections of the Village Zone, including but not limited to Section 4.125(.14) Table V-4 Permitted Materials and Configurations and Section 4.125 (.05) D. Fences	<input checked="" type="checkbox"/>	Proposed fencing is shown on attached plans and will be constructed of allowed materials.

2) The following fencing requirements apply to all fences and walls located between rights-of-way and building lines.	<input checked="" type="checkbox"/>	Proposed fencing will comply.
3) Fencing shall be consistent with the Architectural Character of adjacent buildings, See Architectural Character, this section.	<input checked="" type="checkbox"/>	Fencing is consistent with the architectural character of the adjacent Row Houses as defined in other Architectural Pattern Books in Villebois.
4) Fencing controlling access to a courtyard, outdoor lobby, or other public entries shall be greater than 50% transparent.	<input checked="" type="checkbox"/>	Courtyard fencing is more than 50% transparent.
5) Fencing located within the first 2'-0" setback from right-of-ways shall be greater than 50% transparent.	<input checked="" type="checkbox"/>	Proposed fencing located within the first 2'-0" setback from rights-of-ways will be greater than 50% transparent.
6) Fencing located within interior side yards or separating buildings on the same lot shall be offset 4'-0" or greater behind the adjacent front building line.	<input type="checkbox"/>	No such fencing is proposed.
7) Posts, pilasters, columns, or bollards may extend an additional 8" above the maximum height of any allowed fencing.	<input checked="" type="checkbox"/>	No posts etc. are shown extending beyond the allowed height.
8) Fencing may not change height at corners. They must level top surfaces and transition at posts to maintain height as required by changes in grade elevation.	<input checked="" type="checkbox"/>	Does not change height at corners
9) Loading facilities, trash enclosures, and ground-level mechanical and utility equipment: These facilities shall be sited at the rear or side of buildings wherever practicable, and shall be screened where visible from the street. Screening shall match the adjacent development in terms of quality of materials and design. Such screening	<input type="checkbox"/>	No such fencing is proposed.

shall minimize light glare and noise levels affecting adjacent residential uses.		
Optional		
10)Fencing is encouraged to be consistent with building railing at balconies, decks, porches, etc.	<input checked="" type="checkbox"/>	Fencing on the front elevations is consistent with the architectural style of the Row Homes.

Landscape Standards

Landscape Code Compliance

Subsection 4.176 (.02) B.

- D4.** No waivers or variances to landscape standards have been requested. Thus all landscaping and screening must comply with standards of this section.

Landscape Area and Locations

Subsection 4.176 (.03)

- D5.** Landscaping is provided consistent with the Villebois Village Master Plan and SAP and PDP approvals. A variety of plant materials are used, with a limited but practicable use of native plant material. Condition of Approval PDD 10 requires a final comprehensive landscape plan for all 16 lots be submitted for Planning Division review prior to issuance of any building permits.

Shrubs and Groundcover Materials

Subsection 4.176 (.06) A.

- D6.** Applicant's Planting Plan in their plan set, Exhibit B3, indicates the requirements established by this subsection will be met by the proposed plantings. Condition of Approval PDD 10 requires further review to ensure compliance for all site landscaping.

Plant Materials-Trees

Subsection 4.176 (.06) B.

- D7.** Applicant's Planting Plan in their plan set, Exhibit B3, indicates the requirements established by this subsection will be met by the proposed plantings. Condition of Approval PDD 10 requires further review to ensure compliance for all site landscaping.

Plant Material-Street Trees

Subsection 4.176 (.06) C.

- D8.** The street tree requirements in the SAP Central Community Elements Book meet or exceed these requirements, and therefore street trees meeting the Community Elements Book meet or exceed the requirements of this subsection.

Types of Plant Species

Subsection 4.176 (.06) E.

D9. The allowed plant materials are governed by the Community Elements Book. All proposed plant materials are consistent with the SAP Central Community Elements Book or otherwise approved as allowed in the Community Elements Book. Condition of Approval PDD 10 requires further review to ensure compliance for all site landscaping.

Exceeding Plant Standards

Subsection 4.176 (.06) G.

D10. The selected landscape materials do not violate any height or visions clearance requirements. Condition of Approval PDD 10 requires further review to ensure compliance for all site landscaping.

Landscape Installation and Maintenance

Subsection 4.176 (.07)

D11. The installation and maintenance standards are or will be met as follows:

- Plant materials are required to be installed to current industry standards and be properly staked to ensure survival
- Plants that die are required to be replaced in kind, within one growing season, unless appropriate substitute species are approved by the City.
- The Condition of Approval PDD 6 requires irrigation meeting the standards of this subsection.

Landscape Plans

Subsection 4.176 (.09)

D12. Landscape plans have been submitted with the required information. See Sheets L1 through L2 in Exhibit B3. Further landscape plans are required by Condition of Approval PDD 10.

Landscape Standards

Completion of Landscaping

Subsection 4.176 (.10)

D13. Landscaping in common areas will be required to be completed prior to occupancy of 50% of the proposed units (8 units).

Site Design Review

Excessive Uniformity, Inappropriateness Design

Subsection 4.400 (.01) and Subsection 4.421 (.03)

D14. *Excessive Uniformity:* The proposed building are different than adjoining blocks or are required to be by Condition of Approval PDD 8 which requires rules of adjacency be followed.

Inappropriate or Poor Design of the Exterior Appearance of Structures: The row houses are being reviewed for conformance with the Community Elements book and Village Center Architecture standards and have been professionally designed thus avoiding inappropriate or poor design.

Inappropriate or Poor Design of Signs: No signs are proposed.

Lack of Proper Attention to Site Development: The appropriate professional services have been used to design the development, demonstrating appropriate attention being given to site development.

Lack of Proper Attention to Landscaping: Landscaping has been professionally designed, and includes a variety of plant materials, all demonstrating appropriate attention being given to landscaping. Condition of Approval PDD 10 requires further review to ensure compliance for all site landscaping.

Purposes and Objectives

Subsection 4.400 (.02) and Subsection 4.421 (.03)

D15. It is staff's professional opinion that the applicant has provided sufficient information demonstrating compliance with the purposes and objectives of site design review. This includes contextual design of the site including size and location within the development. In addition, the row houses are consistent with the Community Element Book and Village Center Architectural Standards, which has previously been reviewed to ensure consistency with the Villebois Village Master Plan which has similar purposes and objectives as site design review.

Development Review Board Jurisdiction

Section 4.420

D16. Condition of Approval PDD 3 has been included to ensure construction, site development, and landscaping are carried out in substantial accord with the Development Review Board approved plans, drawings, sketches, and other documents. No grading or other permits will be granted prior to development review board approval.

Design Standards

Subsection 4.421 (.01)

D17. *Preservation of Landscaping:* No existing trees are proposed for or require preservation.

Relation of Proposed Buildings to Environment: The development is proposed to incorporate the natural slope of the site as much as practicable.

Drives, Parking and Circulation: The street and alley accessed garage parking is typical of row house throughout Villebois. The condo parking areas provide adequate drive aisles and parking spaces sized to meet the City definition of parking space.

Surface Water Drainage: The project is part of the Villebois master planning efforts for that address surface water drainage, and the appropriate attention has been paid to surface water drainage including professionally prepared drainage reports. Condition of Approval PDD 7 requires soil preparation to meet the Villebois Rainwater Management Standards.

Utility Service: The necessary sanitary and storm sewer connections are provided, no above ground utility installations are proposed.

Advertising Features: No signs or advertising features are proposed.

Special Features: No special features, as listed, are proposed.

Applicability of Design Standards

Subsection 4.421 (.02)

D18. Design standards have been appropriately applied to all the site features including the buildings and landscaping.

Conditions of Approval for Proper and Efficient Site Function

Subsection 4.421 (.05)

D19. No additional conditions of approval are recommended to ensure proper and efficient site function.

Color or Materials Requirements

Subsection 4.421 (.06)

D20. No additional requirements for Color or Materials are recommended.

Additional Materials to Submit for Site Design Review

Section 4.440

D21. The applicant has submitted the required additional materials, as applicable.

Approval Expires after 2 Years

Section 4.442

D22. It is understood that the approval will expire after 2 years if a building permit hasn't been issued unless an extension has been granted by the board.

Landscape Installation or Bonding

Subsection 4.450 (.01)

D23. Landscaping will be required to be installed with the construction of the buildings.

Approved Landscape Plan

Subsection 4.450 (.02)

D24. Condition of Approval PDD 5 shall provide ongoing assurance this criterion is met.

Landscape Maintenance and Watering

Subsection 4.450 (.03)

D25. Condition of Approval PDD 5 will ensure landscaping is continually maintained in accordance with this subsection.

Modifications of Landscaping
Subsection 4.450 (.04)

- D26.** Condition of Approval PDD 5 shall provide ongoing assurance that this criterion is met by preventing modification or removal without the appropriate City review.

Request E: DB16-0035 Tentative Subdivision Plat

The applicant's findings in Section IIIA of their notebook, Exhibit B1, respond to the majority of the applicable criteria.

As described in the Findings below, the applicable criteria for this request are met or will be met by Conditions of Approval.

Development Standards Applying to All Development in Village Zone

Block, Alley, Pedestrian, and Bicycle Standards
Subsection 4.125 (.05) A.

- E1.** The tentative subdivision plat shows blocks, alleys, pedestrian, and bicycle paths consistent with this subsection and the proposed PDP.

Access Standards
Subsection 4.125 (.05) B.

- E2.** Condition of Approval PDE 5 requires a non-access reservation strip on the street side of lots with street access helping to ensure this criterion is met.

Open Space Requirements
Subsection 4.125 (.08)

- E3.** The tentative subdivision plat shows open space consistent with the requirements of the Village Zone and the proposed PDP. Consistent with the requirements of (.08) C. Condition of Approval PDE 8 requires the City Attorney to review and approve pertinent bylaws, covenants, or agreements prior to recordation.

Street and Improvement Standards

General Street Provisions
Subsection 4.125 (.09) A. 1.

- E4.** The street alignments are consistent with the Villebois Village Master Plan and SAP Central Circulation plan and allow for the continuation of streets as indicated in these documents. The street improvements, if built pursuant to Conditions of Approval PFC 2 through 6, will be required to meet Public Works Standards as will be reviewed with issuance of the Public Works Permit.

Rights-of-way
Subsections 4.125 (.09) A. 5. and 4.177 (.01) C.

E5. Right-of-way is being dedicated sufficient for planned streets.

Access Drives

Subsections 4.125 (.09) A. 6. and 4.177 (.01) E.

E6. The tentative subdivision plat shows alleys of sufficient width to meet the width standards.

Interim Improvement Standards

Subsections 4.125 (.09) A. 9. and 4.177 (.01) H.

E7. Per Condition of Approval PFC 3 street improvements for new extensions of Valencia Lane are required consistent with other development within the Village Center, except for specific segments as discussed in Condition of Approval PFC 4.

Land Division Authorization

Plats Review Authority

Subsection 4.202 (.01) through (.03)

E8. The tentative subdivision plat is being reviewed by the Development Review Board according to this subsection. The final plat will be reviewed by the Planning Division under the authority of the Planning Director to ensure compliance with the DRB review of the tentative subdivision plat.

Lots Can't Be Sold Until Recorded

Subsection 4.202 (.04) A.

E9. It is understood that no lots will be sold until the final plat has been approved by the Planning Director and recorded.

Undersized Lots Prohibited

Subsection 4.202 (.04) B.

E10. No lots will be divided into a size smaller than allowed by the proposed Village "V" zoning designation.

Plat Application Procedure

Pre-Application Conference

Subsection 4.210 (.01)

E11. A pre-application conference was held in accordance with this subsection.

Tentative Plat Preparation and Submission

Subsections 4.210 (.01) A.-B.

E12. Sheet 4 of Exhibit B2 is a tentative subdivision plats prepared in accordance with this subsection.

Phases to Be Shown
Subsection 4.210 (.01) D.

E13. The developer proposes execution of the development in a single phase.

Remainder Tracts
Subsection 4.210 (.01) E.

E14. All affected property has been incorporated into the tentative subdivision plat.

Street Requirements for Land Divisions

Master Plan or Map Conformance
Subsection 4.236 (.01)

E15. Planned streets are consistent with the Villebois Village Master Plan and SAP Central Circulation Plan, and thus in harmony with other applicable plans.

Adjoining Streets Relationship
Subsection 4.236 (.02)

E16. The proposed streets allow for future street extensions, as shown in the SAP Central Circulation Plan.

Streets Standards Conformance
Subsection 4.236 (.03)

E17. The proposed plat enables the development of the streets consistent with the Preliminary Development Plan and thus will conform with these listed standards and requirements for which compliance was reviewed with the PDP. See Request C.

Reserve Strip to Control Access to Street
Subsection 4.236 (.06)

E18. No reserve strips are being required for the reasons listed in this subsection. However, reserve strips are being required by Condition of Approval PDE 5 to prevent access to the front side of lots served by an alley. See also Findings E2.

Future Street Expansion
Subsection 4.236 (.07)

E19. The proposed streets allow for future street extensions as shown in the SAP Central Circulation Plan. No additional reserve strips or street plugs are needed to preserve the ability for future street extension.

Additional Right-of-Way
Subsection 4.236 (.08)

E20. Any required right-of-way has or will be dedicated.

Street Names
Subsection 4.236 (.09)

E21. No new street names are proposed.

General Land Division Requirements

Blocks
Subsection 4.237 (.01)

E22. The tentative subdivision plat shows blocks consistent with those proposed Preliminary Development Plan. See Request C.

Lot Size and Shape
Subsection 4.237 (.05)

E23. Proposed lot sizes, widths, shapes and orientations are appropriate for the proposed development and are in conformance with the Village Zone requirements as discussed under Requests C and D.

Access
Subsection 4.237 (.06)

E24. Each lot has the minimum frontage on a street.

Through Lots to be Avoided
Subsection 4.237 (.07)

E25. No through lots are proposed.

Lot Side Lines
Subsection 4.237 (.08)

E26. Side lot lines are at right angles with the front lot line as much as practicable, as required.

Lots of Record
Section 4.250

E27. The lot being divided is of record, and the resulting subdivision lots will be lots of record. The lot being divided is Lot 81 of Villebois Village Center No. 3 recorded in BK144 PG-006 N04384 Clackamas County Records.

Public Improvements

Improvements-Procedures and Requirements
Sections 4.260 and 4.262

E28. All improvements will be required to conform to the Public Works Standards. See Condition of Approval PFC 1 and Exhibit C1.

Request F: DB16-0036 Type C Tree Plan

The applicant's findings in Section VA of their notebook, Exhibit B1, respond to the majority of the applicable criteria.

As described in the Findings below, the applicable criteria for this request are met or will be met by Conditions of Approval.

Type C Tree Removal

Review Authority When Site Plan Review Involved

Subsection 4.610.00 (.03) B.

- F1.** The requested tree removal is connected to site plan review by the Development Review Board for the proposed development. The tree removal is thus being reviewed by the DRB.

Reasonable Timeframe for Removal

Subsection 4.610.00 (.06) B.

- F2.** It is understood the tree removal will be completed by the time construction of all homes, parks, and other improvements in the PDP are completed, which is a reasonable time frame for tree removal.

Security to Ensure Compliance

Subsection 4.610.00 (.06) C.

- F3.** As allowed by Subsection 1 the bonding requirement is being waived as the application is required to comply with WC 4.264(1).

General Standards for Tree Removal, Relocation or Replacement

Preservation and Conservation

Subsection 4.610.10 (.01) B.

- F4.** No trees feasible and desirable to retain long term exist on the site. 7 of the 8 trees proposed for removal are in poor condition. The 8th tree is in moderate health, but does not have the significance to retain within a planned street right-of-way.

Development Alternatives

Subsection 4.610.10 (.01) C.

- F5.** As the applicant proposes to remove all existing trees for reasons noted in Finding F4 above, the applicant is not required to consider any development alternatives.

Land Clearing Limited to Right-of-Way and Areas Necessary for Construction

Subsection 4.610.10 (.01) D.

- F6.** All land within the project area is necessary to be cleared for streets, alleys, homes, and related improvements.

Residential Development to Blend into Natural Setting

Subsection 4.610.10 (.01) E.

- F7.** The subject site is naturally relatively flat and but has previously been regraded and disturbed during construction and demolition of the Dammasch State Hospital campus and is being developed with a pattern similar to other areas of Villebois.

Compliance with All Applicable Statutes and Ordinances

Subsection 4.610.10 (.01) F.

- F8.** This standard is broad and duplicative. As found elsewhere in this report, the applicable standards are being applied.

Tree Relocation and Replacement, Protection of Preserved Trees

Subsection 4.610.10 (.01) G.

- F9.** The proposed tree activity is being reviewed in accordance to the relevant sections related to replacement and protection.

Tree Removal Limitations

Subsection 4.610.10 (.01) H.

- F10.** The proposed tree removal is due to health or necessary for construction of a planned street.

Additional Standards for Type C Permits

Tree Survey and Tree Maintenance and Protection Plan to be Submitted

Subsection 4.610.10 (.01) I. 1.-2.

- F11.** The required Tree Survey Maintenance and Protection Plan has been submitted. See Sections VB and VC of Exhibit B1.

Utilities Locations to Avoid Adverse Environmental Consequences

Subsection 4.610.10 (.01) I. 3.

- F12.** The Composite Utility Plan, Sheet 6 of Exhibit B2, shows the site has been designed to minimize the impact upon the environment to the extent feasible given existing conditions. Utility placement in relation to trees will be further reviewed during review of construction drawings and utility easement placement on the final plat.

Type C Tree Plan Review

Tree Removal Related to Site Development at Type C Permit

Subsection 4.610.40 (.01)

- F13.** The proposed Type C Tree Plan is being reviewed concurrently with other site development applications.

Standards and Criteria of Chapter 4 Applicable
Subsection 4.610.40 (.01)

F14. This standard is broad and duplicative. As found elsewhere in this report, the applicable standards are being applied.

Application of Tree Removal Standards Can't Result in Loss of Development Density
Subsection 4.610.40 (.01)

F15. Application of the standards are allowing density to be constructed consistent with the Villebois Village Master Plan and SAP Central approvals, as refined with the PDP, see Request B.

Development Landscape Plan and Type C Tree Plan to be Submitted Together
Subsection 4.610.40 (.01)

F16. The proposed Type C Tree Plan is being reviewed concurrently with the Preliminary Development Plan and landscaping reviewed as part of the Final Development Plan.

Type C Tree Plan Review with Stage II Final Plan
Subsection 4.610.40 (.01)

F17. The proposed Type C Tree Plan is being reviewed concurrently with the Preliminary Development Plan, which is the equivalent of a Stage II Final Plan in the Village Zone.

Required Mitigation May Be Used to Meet Landscaping Requirements
Subsection 4.610.40 (.01)

F18. Mitigation is being fulfilled by street tree and other plantings shown on the landscaping plans.

No Tree Removal Before Decision Final
Subsection 4.610.40 (.01)

F19. The proposed Type C Tree Plan is being reviewed concurrently with the Preliminary Development Plan, which is the equivalent of a Stage II Final Plan in the Village Zone. No removal will occur pursuant to this request until the PDP approval is final.

Tree Maintenance and Protection Plan Submission Requirements
Section 4.610.40 (.02)

F20. The applicant has submitted the necessary copies of a Tree Maintenance and Protection Plan. See Sections VB and VC of the applicant's notebook.

Tree Relocation, Mitigation, or Replacement

Tree Replacement Required
Subsection 4.620.00 (.01)

F21. The tree mitigation requirements will be more than exceeded by the planned street tree and other landscape trees.

Replacement Requirement: 1 for 1, 2" Caliper
Subsection 4.620.00 (.02)

F22. More trees are planned to be planted that proposed to be removed. Each tree, including street trees and trees in parks and linear greens will meet the minimum diameter requirement to the extent feasible.

Replacement Plan Requirements
Subsection 4.620.00 (.03)

F23. Mitigation for removal of the trees will be more than satisfied by the planned street tree planting. Condition of Approval PDF 2 will ensure the other relevant requirements of this subsection are met.

Replacement Tree Stock Requirements, Meet AAN and ANSI Standards
Subsection 4.620.00 (.04)

F24. Condition of Approval PDF 2 ensures these requirements and standards are met.

Replacement Locations Requirements: On Site and Same General Area to Extent Feasible and Desirable
Subsection 4.620.00 (.05)

F25. The applicant proposes to mitigate for all removed trees on site and in the appropriate locations for the proposed development.

Tree Protection During Construction

Tree Protection During Construction
Section 4.620.10

F26. The applicant is not maintaining on trees on site during construction needing protection.

Exhibit C1
Public Works Plan Submittal Requirements
and Other Engineering Requirements

1. All construction or improvements to public works facilities shall be in conformance to the City of Wilsonville Public Works Standards - 2015.
2. Applicant shall submit insurance requirements to the City of Wilsonville in the following amounts:

Coverage (<i>Aggregate, accept where noted</i>)	Limit
<u>Commercial General Liability:</u>	
▪ General Aggregate (per project)	\$3,000,000
▪ General Aggregate (per occurrence)	\$2,000,000
▪ Fire Damage (any one fire)	\$50,000
▪ Medical Expense (any one person)	\$10,000
<u>Business Automobile Liability Insurance:</u>	
▪ Each Occurrence	\$1,000,000
▪ Aggregate	\$2,000,000
<u>Workers Compensation Insurance</u>	\$500,000

3. No construction of, or connection to, any existing or proposed public utility/improvements will be permitted until all plans are approved by Staff, all fees have been paid, all necessary permits, right-of-way and easements have been obtained and Staff is notified a minimum of 24 hours in advance.
4. All public utility/improvement plans submitted for review shall be based upon a 22" x 34" format and shall be prepared in accordance with the City of Wilsonville Public Work's Standards.
5. Plans submitted for review shall meet the following general criteria:
 - a. Utility improvements that shall be maintained by the public and are not contained within a public right-of-way shall be provided a maintenance access acceptable to the City. The public utility improvements shall be centered in a minimum 15-ft. wide public easement for single utilities and a minimum 20-ft wide public easement for two parallel utilities and shall be conveyed to the City on its dedication forms.
 - b. Design of any public utility improvements shall be approved at the time of the issuance of a Public Works Permit. Private utility improvements are subject to review and approval by the City Building Department.
 - c. In the plan set for the PW Permit, existing utilities and features, and proposed new private utilities shall be shown in a lighter, grey print. Proposed public improvements shall be shown in bolder, black print.

- d. All elevations on design plans and record drawings shall be based on NAVD 88 Datum.
 - e. All proposed on and off-site public/private utility improvements shall comply with the State of Oregon and the City of Wilsonville requirements and any other applicable codes.
 - f. Design plans shall identify locations for street lighting, gas service, power lines, telephone poles, cable television, mailboxes and any other public or private utility within the general construction area.
 - g. As per City of Wilsonville Ordinance No. 615, all new gas, telephone, cable, fiber-optic and electric improvements etc. shall be installed underground. Existing overhead utilities shall be undergrounded wherever reasonably possible.
 - h. Any final site landscaping and signing shall not impede any proposed or existing driveway or interior maneuvering sight distance.
 - i. Erosion Control Plan that conforms to City of Wilsonville Ordinance No. 482.
 - j. Existing/proposed right-of-way, easements and adjacent driveways shall be identified.
 - k. All engineering plans shall be printed to PDF, combined to a single file, stamped and digitally signed by a Professional Engineer registered in the State of Oregon.
 - l. All plans submitted for review shall be in sets of a digitally signed PDF and three printed sets.
6. Submit plans in the following general format and order for all public works construction to be maintained by the City:
- a. Cover sheet
 - b. City of Wilsonville construction note sheet
 - c. General construction note sheet
 - d. Existing conditions plan.
 - e. Erosion control and tree protection plan.
 - f. Site plan. Include property line boundaries, water quality pond boundaries, sidewalk improvements, right-of-way (existing/proposed), easements (existing/proposed), and sidewalk and road connections to adjoining properties.
 - g. Grading plan, with 1-foot contours.
 - h. Composite utility plan; identify storm, sanitary, and water lines; identify storm and sanitary manholes.
 - i. Detailed plans; show plan view and either profile view or provide i.e.'s at all utility crossings; include laterals in profile view or provide table with i.e.'s at crossings; vertical scale 1"= 5', horizontal scale 1"= 20' or 1"= 30'.
 - j. Street plans.
 - k. Storm sewer/drainage plans; number all lines, manholes, catch basins, and cleanouts for easier reference
 - l. Water and sanitary sewer plans; plan; number all lines, manholes, and cleanouts for easier reference.
 - m. Detailed plan for storm water detention facility (both plan and profile views), including water quality orifice diameter and manhole rim elevations. Provide detail of inlet structure and energy dissipation device. Provide details of drain inlets, structures, and

- piping for outfall structure. Note that although storm water detention facilities are typically privately maintained they will be inspected by engineering, and the plans must be part of the Public Works Permit set.
- n. Detailed plan for water quality facility (both plan and profile views). Note that although storm water quality facilities are typically privately maintained they will be inspected by Natural Resources, and the plans must be part of the Public Works Permit set.
 - o. Composite franchise utility plan.
 - p. City of Wilsonville detail drawings.
 - q. Illumination plan.
 - r. Striping and signage plan.
 - s. Landscape plan.
7. Design engineer shall coordinate with the City in numbering the sanitary and stormwater sewer systems to reflect the City's numbering system. Video testing and sanitary manhole testing will refer to City's numbering system.
 8. The applicant shall install, operate and maintain adequate erosion control measures in conformance with the standards adopted by the City of Wilsonville Ordinance No. 482 during the construction of any public/private utility and building improvements until such time as approved permanent vegetative materials have been installed.
 9. Applicant shall work with City's Natural Resources office before disturbing any soil on the respective site. If 5 or more acres of the site will be disturbed applicant shall obtain a 1200-C permit from the Oregon Department of Environmental Quality. If 1 to less than 5 acres of the site will be disturbed a 1200-CN permit from the City of Wilsonville is required.
 10. The applicant shall be in conformance with all stormwater and flow control requirements for the proposed development per the Public Works Standards.
 11. A storm water analysis prepared by a Professional Engineer registered in the State of Oregon shall be submitted for review and approval by the City.
 12. The applicant shall be in conformance with all water quality requirements for the proposed development per the Public Works Standards. If a mechanical water quality system is used, prior to City acceptance of the project the applicant shall provide a letter from the system manufacturer stating that the system was installed per specifications and is functioning as designed.
 13. Storm water quality facilities shall have approved landscape planted and/or some other erosion control method installed and approved by the City of Wilsonville prior to streets and/or alleys being paved.
 14. The applicant shall contact the Oregon Water Resources Department and inform them of any existing wells located on the subject site. Any existing well shall be limited to irrigation purposes only. Proper separation, in conformance with applicable State standards, shall be

maintained between irrigation systems, public water systems, and public sanitary systems. Should the project abandon any existing wells, they shall be properly abandoned in conformance with State standards.

15. All survey monuments on the subject site, or that may be subject to disturbance within the construction area, or the construction of any off-site improvements shall be adequately referenced and protected prior to commencement of any construction activity. If the survey monuments are disturbed, moved, relocated or destroyed as a result of any construction, the project shall, at its cost, retain the services of a registered professional land surveyor in the State of Oregon to restore the monument to its original condition and file the necessary surveys as required by Oregon State law. A copy of any recorded survey shall be submitted to Staff.
16. Sidewalks, crosswalks and pedestrian linkages in the public right-of-way shall be in compliance with the requirements of the U.S. Access Board.
17. No surcharging of sanitary or storm water manholes is allowed.
18. The project shall connect to an existing manhole or install a manhole at each connection point to the public storm system and sanitary sewer system.
19. A City approved energy dissipation device shall be installed at all proposed storm system outfalls. Storm outfall facilities shall be designed and constructed in conformance with the Public Works Standards.
20. The applicant shall provide a 'stamped' engineering plan and supporting information that shows the proposed street light locations meet the appropriate AASHTO lighting standards for all proposed streets and pedestrian alleyways.
21. All required pavement markings, in conformance with the Transportation Systems Plan and the Bike and Pedestrian Master Plan, shall be completed in conjunction with any conditioned street improvements.
22. Street and traffic signs shall have a hi-intensity prismatic finish meeting ASTM 4956 Spec Type 4 standards.
23. The applicant shall provide adequate sight distance at all project driveways by driveway placement or vegetation control. Specific designs to be submitted and approved by the City Engineer. Coordinate and align proposed driveways with driveways on the opposite side of the proposed project site.
24. The applicant shall provide adequate sight distance at all project street intersections, alley intersections and commercial driveways by properly designing intersection alignments, establishing set-backs, driveway placement and/or vegetation control. Coordinate and align proposed streets, alleys and commercial driveways with existing streets, alleys and

commercial driveways located on the opposite side of the proposed project site existing roadways. Specific designs shall be approved by a Professional Engineer registered in the State of Oregon. As part of project acceptance by the City the Applicant shall have the sight distance at all project intersections, alley intersections and commercial driveways verified and approved by a Professional Engineer registered in the State of Oregon, with the approval(s) submitted to the City (on City approved forms).

25. Access requirements, including sight distance, shall conform to the City's Transportation Systems Plan (TSP) or as approved by the City Engineer. Landscaping plantings shall be low enough to provide adequate sight distance at all street intersections and alley/street intersections.
26. Applicant shall design interior streets and alleys to meet specifications of Tualatin Valley Fire & Rescue and Allied Waste Management (United Disposal) for access and use of their vehicles.
27. The applicant shall provide the City with a Stormwater Maintenance and Access Easement (on City approved forms) for City inspection of those portions of the storm system to be privately maintained. Stormwater or rainwater LID facilities may be located within the public right-of-way upon approval of the City Engineer. Applicant shall maintain all LID storm water components and private conventional storm water facilities; maintenance shall transfer to the respective homeowners association when it is formed.
28. The applicant shall "loop" proposed waterlines by connecting to the existing City waterlines where applicable.
29. Applicant shall provide a minimum 6-foot Public Utility Easement on lot frontages to all public right-of-ways. An 8-foot PUE shall be provided along Collectors. A 10-ft PUE shall be provided along Minor and Major Arterials.
30. For any new public easements created with the project the Applicant shall be required to produce the specific survey exhibits establishing the easement and shall provide the City with the appropriate Easement document (on City approved forms).
31. Mylar Record Drawings:

At the completion of the installation of any required public improvements, and before a 'punch list' inspection is scheduled, the Engineer shall perform a record survey. Said survey shall be the basis for the preparation of 'record drawings' which will serve as the physical record of those changes made to the plans and/or specifications, originally approved by Staff, that occurred during construction. Using the record survey as a guide, the appropriate changes will be made to the construction plans and/or specifications and a complete revised 'set' shall be submitted. The 'set' shall consist of drawings on 3 mil. Mylar and an electronic copy in AutoCAD, current version, and a digitally signed PDF.

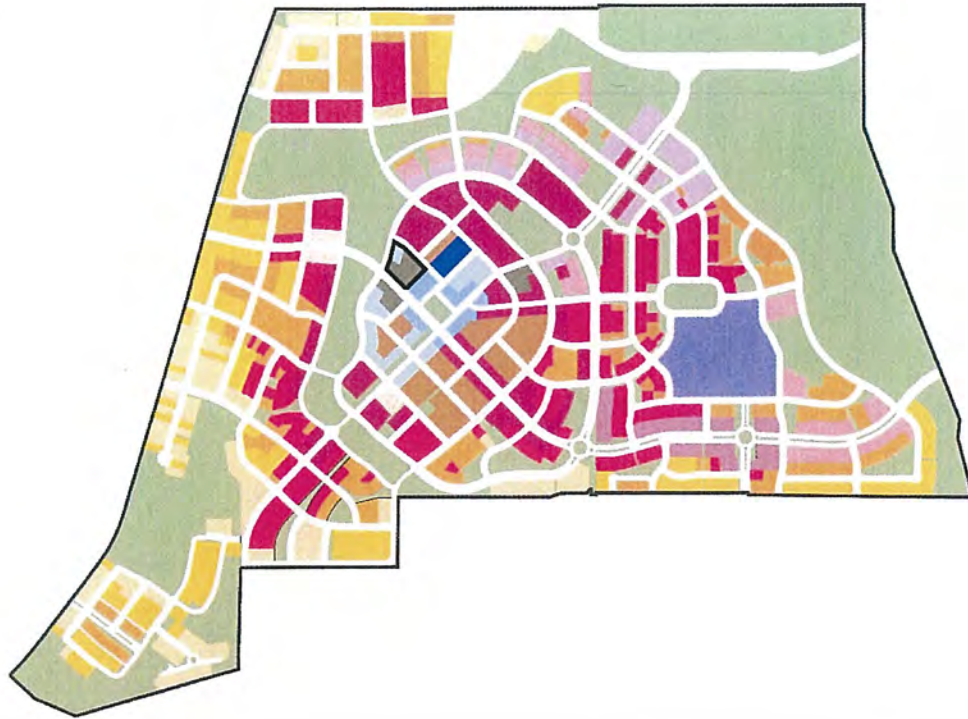
Exhibit C2
Natural Resources Findings & Requirements

Rainwater Management Requirements

1. All rainwater management components and associated infrastructure located in public areas shall be designed to the 2015 Public Works Standards.
2. All rainwater management components in private areas shall comply with the plumbing code.
3. Pursuant to the 2015 Public Works Standards, access shall be provided to all areas of the proposed rainwater management components. At a minimum, at least one access shall be provided for maintenance and inspection.
4. Plantings in rainwater management components located in public areas shall comply with the 2015 Public Works Standards.
5. Plantings in rainwater management components located in private areas shall comply with the Plant List in the Rainwater Management Program or Community Elements Plan.
6. The rainwater management components shall comply with the requirements of the Oregon DEQ UIC (Underground Injection Control) Program.

Other Requirements

7. The applicant shall comply with all applicable state and federal requirements for the proposed construction activities (e.g., DEQ NPDES #1200-C permit).
8. Pursuant to the City of Wilsonville's Ordinance No. 482, the applicant shall submit an erosion and sedimentation control plan. The following techniques and methods shall be incorporated, where necessary:
 - a. Gravel construction entrance;
 - b. Stockpiles and plastic sheeting;
 - c. Sediment fence;
 - d. Inlet protection (Silt sacks are recommended);
 - e. Dust control;
 - f. Temporary/permanent seeding or wet weather measures (e.g., mulch);
 - g. Limits of construction; and
 - h. Other appropriate erosion and sedimentation control methods.



Villebois

**Row Homes – PDP 11C
Lot 81 of Villebois Village Center No. 3
PDP, Tentative Plat, Zone Change,
Tree Removal Plan & FDP**

The City of Wilsonville, Oregon July 12, 2016

Applicant:

Rudy Kadlub
RCS – Villebois Development, LLC
371 Centennial Pkwy, Suite 200
Louisville, CO 80027
[P] 303-535-1615

Applicant's Representative:

Stacy Connery, AICP
Pacific Community Design, Inc
12564 SW Main Street
Tigard, Oregon 97223
[P] 503-941-9484



City of Wilsonville
EXHIBIT B1 DB16-0031 et seq



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PDP 11- CENTRAL

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INTRODUCTORY NARRATIVE
PHASE 11 - CENTRAL

INCLUDING:
PRELIMINARY DEVELOPMENT PLAN, TENTATIVE PLAT - SUBDIVISION, ZONE CHANGE,
TREE REMOVAL PLAN, & FINAL DEVELOPMENT PLAN

SECTION IA

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I. GENERAL INFORMATION

Applicant & Property Owner:

RCS - Villebois Development, LLC
371 Centennial Pkwy
Louisville, CO 80027
Tel: (503) 535-1615
Fax: (503) 466-4202
Contact: Rudy Kadlub

Design Team:

Primary Contact:

Stacy Connery
Pacific Community Design, Inc.
Tel: (503) 941-9484
Fax: (503) 941-9485
Email: stacy@pacific-community.com

Process Planner/Civil Engineer/Surveyor/ Landscape Architect:

Pacific Community Design, Inc.
12564 SW Main Street
Tigard, OR 97223
Tel: (503) 941-9484
Fax: (503) 941-9485
Contact: Stacy Connery, AICP
Patrick Espinosa, PE
Travis Jansen, PLS/PE
Kerry Lankford, RLA

Arborist:

Morgan Holen
Morgan Holen & Associates, LLC
3 Monroe Parkway, Suite P 220
Lake Oswego, OR 97035
Tel: (971) 409-9354

Site and Proposal Information:

Site: 31W15AC Tax Lot 3300

Size: 1.29 gross acres

Comprehensive Plan Designation:

City - Public Facilities (PF)

Specific Area Plan:

SAP - Central

Proposal:

Preliminary Development Plan
(includes refinements)

Tentative Plat - Subdivision
Zone Change to Village (V)
Tree Removal Plan
Final Development Plan

Unit Count: 16 Rowhomes
Net Residential Density: 16 units/ net acre
Project Name: Villebois PDP 11 - Central
"Berkshire No. 2"

II. REQUEST

This application requests approval of the following five (5) applications for the Phase 11 area of SAP Central.

- Preliminary Development Plan (PDP 11C), including refinements to SAP Central - Section II of Notebook
- Tentative Plat Approval - Subdivision - Section III of Notebook
- Zone Change to Village (V) - Section IV of Notebook
- Tree Preservation/Removal Plan - Section V of Notebook
- Final Development Plan for Rowhomes - Section VI of Notebook

III. PLANNING CONTEXT

VILLEBOIS VILLAGE MASTER PLAN & SAP CENTRAL

The proposed PDP 11C area is located within the central portion of the *Villebois Village Master Plan* as illustrated on the Notebook Cover. The *Master Plan* and SAP Central show Condos and Apartment Land Use Types for the subject area.

The PDP 11C area is inside the Village Center and is therefore subject to the *Village Center Architectural Standards*.

IV. PROPOSAL DESCRIPTION

Phase 11 of Specific Area Plan Central (also known as PDP 11C) includes approximately 1.29 gross acres. PDP 11C consists of one lot located east of the Costa Circle West and Barber Street intersection. PDP 11C proposes 16 single family rowhomes, linear greens, and associated infrastructure improvements.

LAND USES

PDP 11C proposes 16 single family Row House units. The proposed number and type of units is compatible with adjacent land uses. The table in Section IE of this Notebook

lists the residential units broken down by development phase for all of SAP Central. PDP 11C is submitted with the concurrent FDP for architecture and green space areas (see Section VI of the Notebook). PDP 1C, PDP 2C, and PDP 4C are approved and built (homes are in process of being built). PDP 3C is the site of the Villebois Piazza, which is approved and built. PDP 5C, the site of Montague Park, is in construction. PDP 6C and PDP 7C received planning approval Summer 2015 and are in construction. PDP 8C and PDP 9C were approved on 12/14/2016. PDP 10C is in the planning-review process.

PARKS & OPEN SPACE

The Master Plan and SAP Central do not show any parks within the subject area. Linear greens are proposed with PDP 11C.

UTILITIES

Sanitary Sewer

The sanitary sewer system for Phase 11 Central is shown on the Composite Utility Plan in Section IIB of this Notebook. The Sanitary Sewer Master Plan shows this site within Area 3B draining to the Barber Main via a gravity sewer system. A new sanitary sewer main will be installed in SW Valencia Lane to connect to the sewer main that was installed in Campanile Lane, with the Piazza project. This main will direct the sewer runoff to the Barber Main which will convey it east to the Kinsman Main connection installed in 2006. Sanitary sewer service can adequately be provided to this area in **compliance with the Villebois Village Master Plan and the City's Wastewater Collection System Master Plan**, as demonstrated in the Utility Analysis Memorandum prepared by Jessie King, PE (see Exhibit IIC).

Water

The proposed water system for Phase 11 Central is shown on the Composite Utility Plan in Section IIB of this Notebook. The proposed **4" public water main** will connect **to an existing 6" water stub extending to the site. This 4" water main** will extend along the Barber Street frontage of the site to service the lots fronting Barber Street. **An 8" public water main will be installed along Valencia Lane to provide service to the lots fronting this street, while the lots fronting Costa Circle will be serviced by the existing 8" water main in this road. The 8" water main within Valencia Lane will** eventually be extended to Campanile Lane where it will connect to the existing water main installed with the Piazza project, providing a looped system. Water service can adequately be provided to this area in compliance with the Villebois Village Master Plan and the City's Water System Master Plan.

Stormwater

The proposed site drains to the southeast to the Arrowhead Creek drainage basin (AHC Basin). **The City's Stormwater** Master Plan for Arrowhead Creek shows regional stormwater facilities that have been constructed within Villebois to treat the AHC drainage basin. Stormwater runoff will be collected by a proposed public storm main to be installed within the private alley and in Valencia Lane. This main will extend east to the existing underground piping system within Campanile Lane previously constructed with the Piazza plaza, as shown within the attached plans (see Section IIB of this Notebook). The drainage system will ultimately connect to the infrastructure in SAP South where the runoff will be directed to the existing regional stormwater

pond, Pond F. Water quality and water quantity mitigation will be provided within this regional stormwater facility. A Hydrology Analysis Memorandum prepared by Jessie King, PE (see Exhibit IIC) demonstrates that the proposed system will provide adequate sizing and treatment.

Rainwater

A Rainwater Management Plan is included with the Supporting Utility Reports in Section IIC of this Notebook. Rainwater management within PDP 11C will be provided through street trees, and bio-retention cells located in the private alley and in planter strips on Valencia Lane, as shown within the attached plans (Section IIB of this Notebook).

CIRCULATION

The transportation infrastructure proposed for PDP 11 Central will provide convenient neighborhood circulation and a range of transportation options. The *Circulation Plan* (see Exhibit IIB) illustrates the circulation system within this Preliminary Development Plan area.

V. REFINEMENTS TO SAP CENTRAL

The following sections of this Narrative describe the proposed refinements to SAP Central that are included in the PDP application. Detailed findings regarding the requested refinements can be found in the PDP Supporting Compliance Report in Section IIA of this Notebook.

LAND USES

PDP 11C refines the subject area beyond what was described in SAP Central. The total density shown for the subject area in SAP Central is 18-32 Urban Apartments and 5-10 Condos.

PDP 11C proposes 16 Rowhome units. Refinements to the mix of units and proposed unit counts are proposed.

Table A below shows the number of units in each land use category currently within SAP Central and the number of units in the SAP with the proposed refinement as well as the percent change in each aggregate land use category. Table B shows the number of units originally shown in SAP Central and the number of units with the proposed refinement, as well as the percent change in each aggregate land use category.

Table A. Comparison of Current and Proposed Unit Counts

	Current Unit Count in SAP C	Proposed Unit Count in SAP C	% Change
Medium/Standard/ Large/Estate	0	0	0%
Small Detached/ Small Cottage/ Row Homes/ Neighborhood Apt.	993	940	-5.3%
Total	993	940	-5.3%

Table B. Comparison of Original SAP Central and Proposed Unit Counts

	Original Unit Count in SAP C	Proposed Unit Count in SAP C	% Change
Medium/Standard/ Large/Estate	0	0	0%
Small Detached/ Small Cottage/ Row Homes/ Neighborhood Apt.	1,010	940	-6.9%
Total	1,010	940	-6.9%

NOTE: The Current Unit Count for SAP Central reflects the final approved unit counts for PDP 1C, PDP 2C, PDP 3C, PDP 4C, PDP 5C (Montague Park), PDP 6C, PDP 7C, PDP 8C, PDP 9C, and the proposed PDP 10C. This number includes PDP 2C modification of Lot 71 and PDP 11C, which are being submitted concurrently.

Both tables show that the proposed refinements do not exceed the 10% standard. This proposal results in a total of 2,522 units within Villebois. This is above the density of 2,300 units required to be obtained across Villebois, meeting the refinement criteria.

None of the conditions of approval for SAP Central are specific to the proposed **refinements**. **As the proposed refinements will not compromise the project's ability** to comply with SAP conditions of approval, they will equally meet the conditions of approval of SAP Central.

The proposed refinements will equally or better meet the following Goals, Policies, and Implementation Measures of the *Villebois Village Master Plan* than the SAP Central plan.

- *Land Use, General Land Use Plan Goal - Villebois Village shall be a complete community that integrates land use, transportation, and natural resource elements to foster a unique sense of place and cohesiveness.*

The proposed PDP 11C plan better integrates natural resource elements with land uses and transportation through linear green areas.

- *Land Use, General Land Use Plan Policy 1 - The Villebois Village shall be a complete community with a wide range of living choices, transportation choices, and working and shopping choices. Housing shall be provided in a mix*

of types and densities resulting in a minimum of 2,300 dwelling units within the Villebois Village Master Plan area.

The proposed PDP 11C plan meets this Land Use Plan Policy by contributing to the range of living choices for detached single-family home ownership. The SAP showed 18-32 Urban Apartments and 5-10 Condos. Now, 16 Row Houses are proposed. The proposal of Row House units meets current market demand and city-wide goals while complying with the urban design goals and density targets in the Village Center. This project continues to comply with the minimum density of 2,300 units across Villebois.

- *Villebois Village Master Plan, Village Center Policy 1 - The Village Center shall be a highly pedestrian-oriented place that is the focus of a mix of residential, shopping, service, and civic and mixed-use buildings.*

The proposed PDP 11C plan meets this Land Use Plan Policy with the addition of linear green areas. Proposed buildings are oriented toward street frontages and include semi private outdoor spaces in the form of covered entries and fenced front yards. As described above, PDP 11C contributes to the mix of residential options in the Village Center by providing additional ownership options for single-family homes.

- *Villebois Village Master Plan, Village Center Policy 2 - The Village Center shall encourage multi-modal transportation system opportunities with good access by vehicular, pedestrian, bicycle and transit traffic.*

The proposed PDP 11C plan encourages multi-modal transportation system opportunities by providing convenient vehicular access through alleys, encouraging pedestrian oriented street frontages by providing for garage access from alleys.

- *Villebois Village Master Plan, Village Center Implementation Measure 2 - Specify a mixture of uses (residential, commercial, retail, civic, and office development) with the implementing Village zone that will support the long-term vitality of the Village Center and enhance the creation of a true urban village at its core. Employment may include uses related to high-tech businesses. The Village Center is intended to provide locations for uses consistent with, but not limited to, the following examples.*

- *Consumer Goods: bookstore, clothing, florist, jeweler, pet shop, bicycle shop.*
- *Food & Sundries: bakery, specialty grocery, hardware, laundromat, dry cleaner, gifts.*
- *General Office: professional offices, non-profit, health services, governmental services, real estate, insurance, travel.*
- *Service Commercial: bank, day care center, photo processing, telecommunications, upholstery shop.*
- *Lifestyle & Recreation: hair salon, specialty retail, theater, video/DVD store, art gallery, health club, restaurants, dance studio.*
- *Hospitality: hotel, bed and breakfast, conference center.*
- *Light Manufacturing/Research and Development.*

- **Civic/Institutional:** *meeting hall, library, museum, churches, farmer's market, community center.*
- *Residential: condominiums, apartments, and townhouses*

The proposed PDP 11C plan is consistent with the Village Center Implementation Measure 2 by providing single family residential detached row houses. This use is included in the above list of intended Village Center uses. As described above, PDP 11C contributes to the mix of residential options in the Village Center by providing additional single-family home ownership options. Additionally, the proposed PDP 11C provides convenient vehicular access through alleys and provides street frontages that are pedestrian oriented with covered entries and fenced front yards.

- *Parks and Open Space/Off-Street Trails and Pathways Goal* - *The Parks system within Villebois Village shall create a range of experiences for its residents and visitors through an interconnected network of pathways, parks, trails, open space and other public **spaces that protect and enhance the site's** natural resources and connect Villebois to the larger regional park/open space system.*

The Villebois Village Master Plan and SAP Central do not show any parks, linear greens, open space or pathways within the proposed PDP area. Linear green areas are proposed to provide public open spaces.

- *Parks and Open Space/Off-Street Trails and Pathways Implementation Measure 3-* *Parks and open spaces shall be designed to incorporate native vegetation, landforms and hydrology to the fullest extent possible.*

The proposed PDP 11C plan incorporates native vegetation, landforms and hydrology to the fullest extent possible, given the planned level of urban uses on this site.

- *Parks and Open Space/Off-Street Trails and Pathways Implementation Measure 9-* *The design of Villebois shall retain the maximum number of **existing trees practicable that are six inches or more DBH in the "Important" and "Good" tree rating categories, which are defined in the Community Elements Books. Trees rated "Moderate" shall be evaluated on an individual basis as regards retention. Native species of trees and trees with historical importance shall be given special consideration for retention.***

As described in the Tree Report attached in Section VB of the Notebook, **no trees on the site are rated as "Important" and all trees were evaluated on an individual basis in regards to retention.**

PARKS & OPEN SPACE

A comparison of the proposed plan for PDP 11C and the original SAP Central plan for this area shows the addition of linear greens. A detailed description and analysis of the open space refinements can be found in the PDP Supporting Compliance Report in Exhibit IIA of the Notebook.

UTILITIES

A comparison of the *Composite Utility Plan* of the proposed PDP (see Section IIB of this Notebook) with the *Utility Plan* in SAP Central (Volume II) shows the proposed refinements for the rainwater treatment facilities.

CIRCULATION

A comparison of the *Circulation Plan* from the proposed PDP 11C (see Exhibit IIB) and the *Circulation Plan* from SAP Central (Volume II) shows that the proposed circulation system is consistent. No refinements are proposed.

VI. PROPOSAL SUMMARY & CONCLUSION

This ‘Introductory Narrative,’ in conjunction with the referenced sections, describes the proposed Preliminary Development Plan, Tentative Plat - Subdivision, Zone Change, Tree Preservation/Removal Plan, and Final Development Plan. The Supporting Compliance Reports located in Sections II through VI, respectively, support these requests for approval of the subject applications and demonstrate compliance with the applicable standards of the Wilsonville Planning and Land Development Ordinance.

IB) Form/Ownership Documentation



29799 SW Town Center Loop East
Wilsonville OR 97070
Phone: 503.682.4960 Fax: 503.682.7025
Web: www.ci.wilsonville.or.us

Planning Division Development Permit Application

Final action on development application or zone change is required within 120 days in accordance with provisions of ORS 227.175

A pre application conference is normally required prior to submittal of an application. Please visit the City's website for submittal requirements

Pre-Application Meeting Date: _____

Incomplete applications will not be scheduled for public hearing until all of the required materials are submitted.

Applicant / Property Owner

Name: contact Rudy Kadlub & David Nash
Company: RCS - Villebois Development, LLC
Mailing Address: 371 Centennial Pkwy Suite 200
City, State, Zip: Louisville, CO 80027
Phone: 303-535-1615 Fax: 303-466-4202
E-mail: dnash@realcapitalsolutions.com

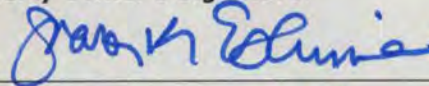
Property Owner:

Name: _____
Company: RCS - Villebois Development, LLC
Mailing Address: 371 Centennial Pkwy Suite 200
City, State, Zip: Louisville, CO 80027
Phone: 303-535-1615 Fax: 303-466-4202
E-mail: rudu@costapacific.com

Authorized Representative:

Name: Stacy Connery
Company: Pacific Community Design, Inc.
Mailing Address: 12564 SW Main Street
City, State, Zip: Tigard, OR 97223
Phone: 503-941-9484 Fax: 503-941-9485
E-mail: stacy@pacific-community.com

Property Owner's Signature:


Printed Name: Sharon Eshima Date: 6/15/16

Applicant's Signature: (if different from Property Owner)

Printed Name: _____ Date: _____

Site Location and Description:

Project Address if Available: N/A Suite/Unit _____
Project Location: East corner of Costa Circle West & Barber Street
Tax Map #(s): 31W15AC Tax Lot #(s): 3300 County: ☐ Washington ☒ Clackamas

Request:

Preliminary Development Plan 11 Central, Tentative Plat, Tree Removal, Zone Change
& Final Development Plan for 16 detached rowhomes

Project Type: Class I ☐ Class II ☐ Class III ☒

☒ Residential ☐ Commercial ☐ Industrial ☐ Other: _____

Application Type(s):

<input type="checkbox"/> Annexation	<input type="checkbox"/> Appeal	<input type="checkbox"/> Comp Plan Map Amend	<input type="checkbox"/> Parks Plan Review
<input type="checkbox"/> Final Plat	<input type="checkbox"/> Major Partition	<input type="checkbox"/> Minor Partition	<input type="checkbox"/> Request to Modify Conditions
<input type="checkbox"/> Plan Amendment	<input type="checkbox"/> Planned Development	<input checked="" type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Site Design Review
<input type="checkbox"/> Request for Special Meeting	<input type="checkbox"/> Request for Time Extension	<input type="checkbox"/> Signs	<input type="checkbox"/> Stage II Final Plan
<input type="checkbox"/> SROZ/SRIR Review	<input type="checkbox"/> Staff Interpretation	<input type="checkbox"/> Stage I Master Plan	<input type="checkbox"/> Variance
<input checked="" type="checkbox"/> Type C Tree Removal Plan	<input type="checkbox"/> Tree Permit (B or C)	<input type="checkbox"/> Temporary Use	<input checked="" type="checkbox"/> Other (describe)
<input type="checkbox"/> Villebois SAP	<input checked="" type="checkbox"/> Villebois PDP	<input checked="" type="checkbox"/> Villebois FDP	<u>SAP Refinements</u>
<input checked="" type="checkbox"/> Zone Map Amendment	<input type="checkbox"/> Waiver(s)	<input type="checkbox"/> Conditional Use	

**ACTION BY CONSENT IN LIEU OF A MEETING
OF THE SOLE DIRECTOR AND SHAREHOLDER
OF
REAL CAPITAL SOLUTIONS, INC.**

The following action is effective as of the 1st day of January, 2015, by consent in lieu of a meeting of the Sole Shareholder and Director of Real Capital Solutions, Inc., a Colorado corporation (the "Corporation"), and such consent shall be effective as of the date first above written.

RESOLVED, that the following person is hereby elected and qualified to serve as President of the Corporation, and until his successor is elected and qualified:

Shaun O'Conner

FURTHER RESOLVED, the following person is hereby elected and qualified to serve as Chief Operating Officer of the Corporation, and until her successor is elected and qualified:

Sharon K. Eshima

IN WITNESS WHEREOF, the undersigned, being the Sole Director and Shareholder of the Corporation, has affixed his signature, in his capacity as Sole Director and Shareholder of the Corporation; it being understood that this action by consent in lieu of a meeting of the Sole Director and Shareholder of Real Capital Solutions, Inc. shall be effective as of the date set forth above at such time as the Sole Director and Shareholder shall have executed a copy hereof.

SOLE DIRECTOR AND SHAREHOLDER



Marcel J.C. Arsenault



Property Profile Report

Address Not Available

Ownership Information

Owner Name:

MANAGEMENT PROPERTY

Mailing Address:

371 CENTENNIAL PKWY # 200 LOUISVILLE, CO 80027

Property Description

County: Clackamas

Map / Tax Lot: 31W15AC/03300

Map Grid: 715-B6

Account Num: 05025944

Census:

Property ID: 05025944

Owner Occ.: No

Land Use: 100-

Subdivision:

Legal Description:

Subdivision VILLEBOIS VILLAGE CENTER # 3 4384 LT 81

Property Characteristics

Property Type: VACANT LAND

Building SF:

Pool: No

House Style:

Living Area SF:

Deck SF:

Year Built:

Square Feet:

Deck Desc:

Bedrooms:

1st Floor SF:

Patio SF:

Bathrooms:

2nd Floor SF:

Patio Desc:

Heat:

3rd Floor SF:

Foundation:

Cooling:

Attic SF:

Exterior:

Lot Size: 56,071

Bsmnt SF:

Ext. Finish:

Acres: 1.29

Fin Bsmt SF:

Interior:

Garage Type:

Garage SF:

Roof Style:

Fireplaces:

Bsmnt Type:

Roof Cover:

Assessment Information

Real Market Value: \$ 331,912

Taxes: \$ 4,858.82

Land Value: \$ 331,912

Imp. Value: \$ 0

Total Assessed Value: \$ 259,126

Levy Code: 003033

M-5 Rate: .0187

Tax Year: 15-16

Previous Sale Information

Sale Amount:

Sale Date:

Document Num:

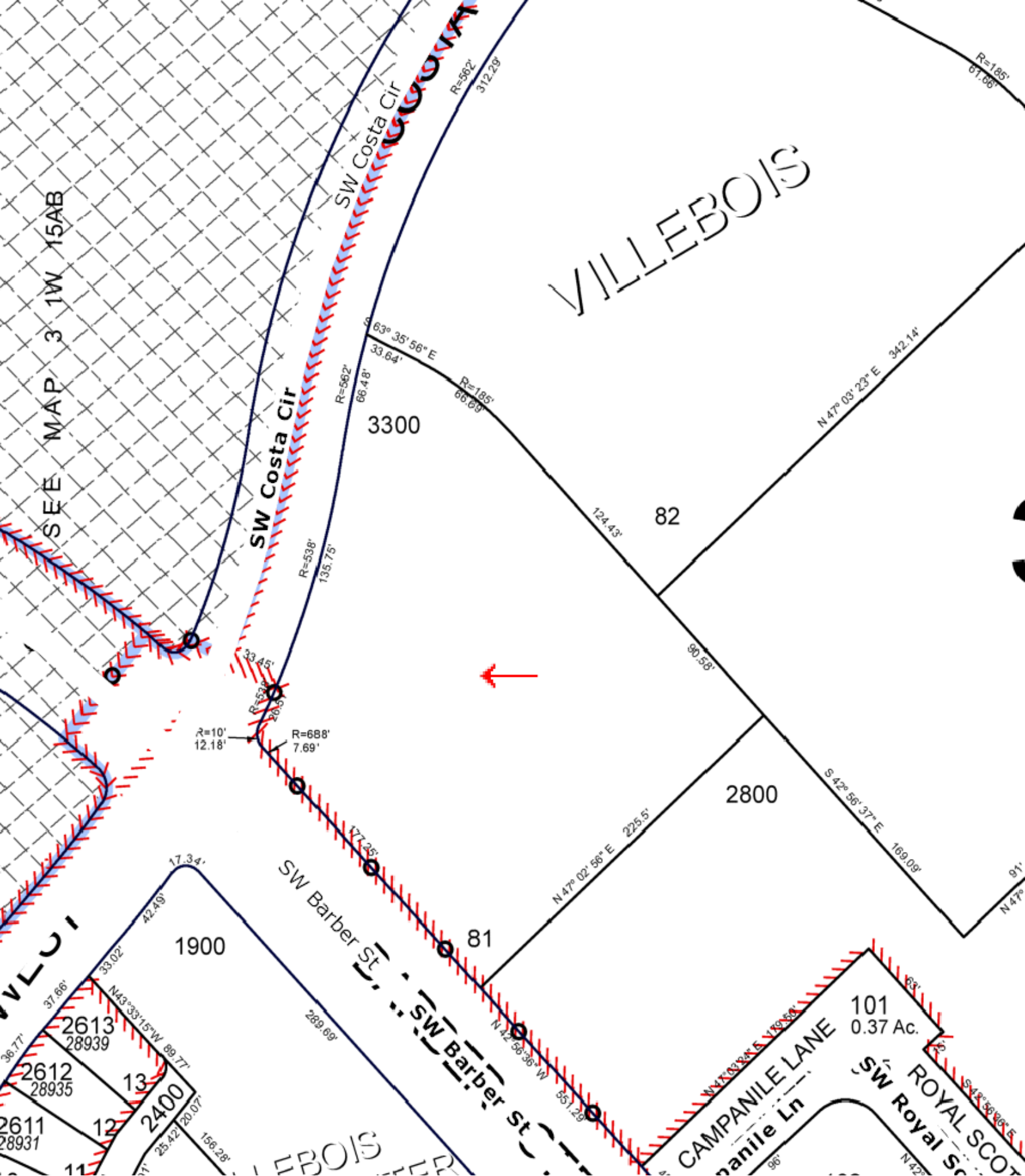
Transaction History

No Transactions Found.

This information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance division cautions intermediaries that this service is designed to benefit the ultimate insureds. Indiscriminate use only benefiting intermediaries will not be permitted. Said Services may be discontinued. No liability is assumed for any errors in this report.

*All information provided by ValueCheck, Inc is deemed reliable, but not guaranteed.
Accuracy of the information may vary by county.*

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This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Clackamas County
Department of Assessment and Taxation
150 Beaver Creek Rd
Oregon City, Oregon 97045
503-655-8671

Property Account Summary

Parcel Number	05025944	Situs Address	NO SITUS , ADDRESS, OR
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General Information

Alternate Property #	31W15AC03300
Property Description	Subdivision VILLEBOIS VILLAGE CENTER # 3 4384 LT 81
Property Category	Land &/or Buildings
Status	Active, Locally Assessed
Tax Code Area	003-033
Remarks	

Tax Rate

Description	Rate
Taxable Fire District Value	2.1078
Taxable Value	16.6430

Property Characteristics

Neighborhood	15741: City of Wilsonville newer subdvs 100, 101
Land Class Category	100: Residential land, vacant
Change property ratio	1XX

Related Properties

No Values Found

Parties

Role	Percent	Name	Address
Taxpayer	100	PROPERTY MANAGEMENT	371 CENTENNIAL PKWY STE 200, LOUISVILLE, CO 80027
Owner	100	RCS VILLEBOIS DEVELOPMENT LLC	NO MAILING ADDRESS, AVAILABLE,

Property Values

Description	2015	2014	2013	2012	2011
AVR Total	259,126	251,579			
Exempt					
TVR Total	259,126	251,579			
Real Mkt Land	331,912	304,944			
Real Mkt Bldg	0	0			
Real Mkt Total	331,912	304,944			
M5 Mkt Land	331,912	304,944			

M5 Mkt Bldg	0	0			
M5 SAV	0	0			
SAVL (MAV Use Portion)					
MAV (Market Portion)	259,126	251,579			
Mkt Exception	0	304,944			
AV Exception	0	251,579			

Active Exemptions

No Exemptions Found

Events

Effective Date	Entry Date-Time	Type	Remarks
07/01/2014	2014-07-01 11:08:00.000	Created by Seg/Merge	Created by Seg/Merge SM140426, Effective: 01/02/2013 by DROME

As Of Date:

6/17/2016

Taxes

Tax Year	Category	TCA/District	Charged	Minimum	Balance Due	Due Date
2014	Property Tax Principal	003-033	4,680.40	0.00	0.00	11/15/2014
2015	Property Tax Interest	003-033	21.59	0.00	0.00	11/19/2015
2015	Property Tax Principal	003-033	4,858.82	0.00	0.00	11/15/2015
TOTAL Due as of 2016/06/17					0.00	

Receipts

Date	Receipt	Amount Applied	Amount Due	Tendered	Change
2016/04/26	4034810	167.36	1,800.48	1,800.48	0.00
2015/11/30	4013448	4,713.05	61,016.78	58,924.40	0.00
2014/11/17	3787432	4,680.40	86,958.20	84,349.44	0.00

Sales History

Transfer Date	Recording Number	Sale Amount	Deed Type	Grantee	Grantor

Property Details

Living Area Sq Ft	Manf Struct Size	Year Built	Improvement Grade	Stories	Bedrooms	Full Baths	Half Baths

Clackamas County Official Records
Sherry Hall, County Clerk

2014-026961



\$93.00

01771294201400269610020024

06/06/2014 09:39:02 AM

PD-SUB Cnt=1 Stn=4 KANNA
\$45.00 \$16.00 \$22.00 \$10.00

PLAT: VILLEBOIS VILLAGE CENTER NO. 3

DEDICATION: RCS – VILLEBOIS DEVELOPMENT LLC

**CONSENT: Manufactures & Traders Trust Co dba/ M&T
Bank 2014-026959**

**Manufactures & Traders Trust Co dba/ M&T
Bank 2014-026960**

DATE: JUNE 6, 2014

BOOK: 144

PAGE: 006

NUMBER: 4384

LEBOIS VILLAGE CENTER NO. 3

A REPLAT OF PARCEL 4, PARTITION PLAT NO. 2013-051,
LOCATED IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF WILSONVILLE, CLACKAMAS COUNTY, STATE OF OREGON

SURVEYED: MARCH 17, 2014

SURVEYOR'S CERTIFICATE

I, TRAVIS C. JANSEN, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED MAP OF "VILLEBOIS VILLAGE CENTER NO. 3", BEING A REPLAT OF PARCEL 4 OF PARTITION PLAT NO. 2013-051, LOCATED IN THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON.

THE INITIAL POINT IS A 5/8" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "ALPHA COM. DEV." FOUND AT THE NORTHEAST CORNER OF TRACT "N" OF PLAT OF "VILLEBOIS VILLAGE CENTER".

CONTAINING APPROXIMATELY 23.99 ACRES.

AS PER O.R.S. 92.070(2), I TRAVIS C. JANSEN, ALSO SAY THAT THE POST MONUMENTATION OF THE REMAINING CORNERS WITHIN THE SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING THE COMPLETION OF PAVING AND IMPROVEMENTS, IN ACCORDANCE WITH O.R.S. 92.060.

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS: RCS - VILLEBOIS DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, OWNER OF THE LAND DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF "VILLEBOIS VILLAGE CENTER NO. 3" TO BE A TRUE AND CORRECT PLAT THEREOF, ALL LOTS AND TRACTS BEING OF THE DIMENSIONS SHOWN, ALL STREETS AND EASEMENTS OF THE WIDTHS THEREIN SET FORTH AND DOES HEREBY DEDICATE TO THE PUBLIC AS PUBLICWAYS FOREVER ALL ADDITIONAL RIGHT-OF-WAY AS SHOWN AND HEREBY GRANTS ALL EASEMENTS AS SHOWN OR NOTED HEREON, WITH RESTRICTIONS AS NOTED.

RCS - VILLEBOIS DEVELOPMENT, LLC A COLORADO LIMITED LIABILITY COMPANY

BY: REAL CAPITAL SOLUTIONS, INC
ITS: MANAGER

BY: Brian Paul
BRIAN PAUL, VICE PRESIDENT OF HOMEBUILDING

CARLA DI GREGORIO
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification #20124033034
My Commission Expires 5/29/2016

ACKNOWLEDGEMENT

STATE OF Colorado)
COUNTY OF Boulder) SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON April 15, 2014, BY

BRIAN PAUL, VICE PRESIDENT OF HOMEBUILDING OF REAL CAPITAL SOLUTIONS, INC, THE MANAGER OF RCS - VILLEBOIS DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

Carla Di Gregorio
NOTARY SIGNATURE

COMMISSION NO. 20124033034

PLAT

1. SUB

2. THIS
200
VILL

3. THIS
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AND

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201
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REM

IN AC
CORRI
SETTLE
WASH
CLACK
APPR

WASH
CLA

Recording Requested and
When Recorded Return to:
Andrew D. Hahs
Bittner & Hahs, P.C.
4949 SW Meadows Road, Suite 260
Lake Oswego, OR 97035

Clackamas County Official Records
Sherry Hall, County Clerk

2016-025515

04/20/2016 02:15:27 PM

M-TD Cnt=5 Stn=4 JANIS
\$135.00 \$16.00 \$20.00 \$10.00 \$22.00

\$203.00

The tax account numbers of the property subject to the lien or in which the interest is created are 05019408, 05025939, 05025940, 05025941, 05025942, 05025944, 05025945. In the event of any discrepancy between the real property covered by said Tax Account numbers and the legal description, the legal description for the property shall control.

SECOND DEED OF TRUST
Assignment of Rents and Leases,
Security Agreement and Fixture Filing

GRANTOR: RCS - Villebois Development, LLC, a Colorado limited liability company

TRUSTEE: Lawyers Title of Oregon, LLC

BENEFICIARY: Manufacturers and Traders Trust Company d/b/a M&T Bank, a New York banking corporation, its successors and/or assigns.

LAWYERS TITLE INS. CORP. 2016-025515
Commercial Services

**SECOND DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS SECOND DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is made this 20 day of April, 2016, between RCS - Villebois Development, LLC, a limited liability company organized under the laws of the State of Colorado, whose address is 371 Centennial Parkway, Suite 200, Louisville, Colorado 80027 ("Grantor"); First American Title Company of Oregon ("Trustee"), whose address is 5335 SW Meadows Road, Suite 100, Lake Oswego, Oregon 97035; and Manufacturers and Traders Trust Company d/b/a M&T Bank, a New York banking corporation, its successors and/or assigns ("Beneficiary"), whose address is One M&T Plaza, Buffalo, New York 14203-2399.

Beneficiary is making a loan (the "Loan") to RCS – Villebois Investments, LLC ("Debtor") in the principal amount of Seven Hundred Sixty-Five Thousand and No/100 Dollars (\$765,000.00) to be secured by that certain real property (the "Realty") described in the attached Exhibit A. Beneficiary is making the loan to allow Debtor to refinance Debtor's real estate. The Loan is due and payable in full on May 1, 2019. The interest rate, payment terms, and balance due with respect to the Loan may be indexed, adjusted, renewed, or renegotiated in accordance with the terms of the Note (hereinafter defined) and/or on account of any extensions or renewals of the Note..

In consideration of: (i) the Loan to Debtor, which is under common ownership with Grantor; and (ii) Debtor's agreement to execute a Second Deed of Trust on its property to secure a separate loan from Beneficiary to Grantor, Grantor hereby irrevocably GRANTS, TRANSFERS, CONVEYS, and ASSIGNS to Trustee, IN TRUST, WITH POWER OF SALE, all of Grantor's present and future estate, rights, title, claim, interest, and demand, either in law or in equity, of, in, and to the following property (the "Property"):

(a) The Realty and all land lying in alleys, streets, and roads adjoining or abutting the Realty;

(b) All buildings, improvements, and tenements now or hereafter located on the Realty;

(c) All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the operation of, the Realty (whether such items are leased, owned absolutely or subject to any title retaining or security instrument, or otherwise used or possessed), including, without limitation, all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric, and communication fixtures, equipment, and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters, and furnaces, all ranges, stoves, disposers, refrigerators, and other appliances, all escalators and elevators, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows, and sash, all carpeting, underpadding, and draperies, all furnishings of public spaces, halls, and lobbies, all shrubbery and plants, and all building materials; all of which items shall be deemed part of the Realty and

not severable wholly or in part without material injury to the Realty;

(d) All easements, all access, air, and development rights, all minerals and oil, gas, and other hydrocarbon substances, all royalties, all water and water rights (whether decreed or undecreed, tributary, nontributary or not nontributary, surface or underground, or appropriated or unappropriated), ditches and ditch rights, springs and spring rights, reservoirs and reservoir rights, and shares of stock in water, ditch and canal companies and all other evidence of such rights and all other rights, hereditaments, privileges, permits, licenses, franchises, and appurtenances now or hereafter belonging or in any way appertaining to the Realty;

(e) All of the rents, revenues, issues, profits, and income of the Property, and all right, title, and interest of Grantor in and to all present and future leases and other agreements for the occupancy or use of all or any part of the Realty, and all right, title, and interest of Grantor thereunder, including rentals and deposits or payments of similar nature; SUBJECT, HOWEVER, to the assignment of rents and other property to Beneficiary herein contained;

(f) All goods, inventory, equipment, building and other materials, supplies, and other tangible personal property of every nature now owned or hereafter acquired by Grantor and used, intended for use, or reasonably required in the construction, development, or operation of the Realty, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof;

(g) The right of Grantor to use all trademarks and trade names and symbols or logos used in connection therewith, or any modifications or variations thereof, in connection with the operation of the improvements existing or to be constructed on the Realty, together with all monies in the possession of Beneficiary (including, without limitation, proceeds from insurance, retainages and deposits for taxes and insurance), permits, licenses, certificates and authorizations necessary for the beneficial development, ownership, use, occupancy, operation and maintenance of the Realty; security deposits, deposit accounts and other bank or similar accounts of Grantor (together with all amounts in any such accounts), including, without limitation, any operating accounts relating to the Property, income, revenues, contract rights and general intangibles, in each case whether now owned or hereafter acquired, and including proceeds thereof, relating in any way to, or arising in any manner from, Grantor's ownership, use, operation, leasing, or sale of all or any part of the Property, specifically including but in no way limited to any right which Grantor may have or acquire to transfer any development rights from the Realty to other real property, and any development rights which may be so transferred. Without limiting the generality of the foregoing, the following rights shall be included within the term "Intangible Personalty":

(1) All of Grantor's right, title and interest in and to all agreements and contracts now or hereafter entered into by Grantor with any and all architects, contractors, subcontractors, materialmen, laborers and other persons or entities, which relate in any way to the construction of improvements (including, without limitation, tenant improvements) on any part of the Realty and any and all agreements and contracts entered into by Grantor;

(2) All of Grantor's right, title and interest in and to all plans and

specifications used or which may be used to design and construct improvements (including, without limitation, tenant improvements) on any part of the Realty; and

(3) All of Grantor's right, title and interest under any and all agreements evidencing or securing any interest rate swap, cap, collar, forward, option or floor transaction or any other transaction to protect against fluctuations in interest rates on the Loan entered into by Grantor with any counterparty, including all amounts received by Grantor thereunder.

Nothing herein shall be construed as imposing on Beneficiary, or as constituting an assumption by Beneficiary of, any obligation of Grantor under any of the foregoing contracts, agreements or documents.

(h) All books records and tax refunds concerning or related to any or all of the foregoing;

(i) All insurance policies, rights thereto, and all unearned premiums returnable upon cancellation; and all of Grantor's right, title and interest in and to awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, casualty or injury to, or decrease in the value of, any of the Realty or the Property, including, without limitation, any and all insurance payments and proceeds relating to such property; and

(j) All products, proceeds, replacements and substitutions of any of the foregoing.

TO SECURE THE FOLLOWING (collectively the "Secured Obligations"):

(1) Payment of the Loan, with interest thereon, according to the terms and provisions of a Term Note of even date herewith, payable to Beneficiary or order, and made by Debtor, and all modifications, extensions, renewals, and replacements thereof (the "Note").

(2) Payment of all sums advanced to protect the security of this Deed of Trust, together with interest thereon as herein provided;

(3) Payment of all other sums which are or which may become owing under the Loan Documents (defined below);

(4) Performance of all of Debtor's other obligations under the Loan Documents (hereinafter defined); and

(5) Payment of the principal of and interest on all other future loans or advances made by Beneficiary to Grantor when the promissory note evidencing the loan or advance specifically states that it is secured by this Deed of Trust, including all modifications, extensions, renewals, and replacements of any such future loan or advance.

As used herein, the term "Loan Documents" means the Note, this Second Deed of Trust, the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing of even date from Debtor to Beneficiary covering real property owned by Debtor and securing the

Loan (the "Primary Deed of Trust"), the Loan Agreement executed by Grantor (the "Loan Agreement"), any Uniform Commercial Code Financing Statement filed in connection herewith, any guaranty, and any other instrument or document evidencing or securing the Loan or otherwise executed in connection therewith, together with all modifications, extensions, renewals and replacements thereof.

In addition to the Loan Documents, Grantor has executed an Environmental Compliance and Indemnification Agreement (the "Indemnity Agreement") in connection with the Note and one or more guarantors have guaranteed the Secured Obligations under one or more Guarantees. Notwithstanding any other provision of this Deed of Trust, any other Loan Document, the Indemnity Agreement or the Guarantees, this Deed of Trust does not secure (i) any obligations under the Indemnity Agreement, (ii) any obligations under this Deed of Trust or any other Loan Document that are substantially equivalent to the obligations arising under the Indemnity Agreement; or (iii) any obligations of the guarantors under the Guarantees, and none of these unsecured obligations shall be included in the term "Secured Obligations."

GRANTOR HEREBY REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

ARTICLE I TITLE AND USE

1.1 Warranty of Title. Grantor represents and warrants to Beneficiary that: (a) Grantor has good and marketable title in fee simple to the Realty and is the sole and absolute owner of the Property; (b) the Property is free from liens, encumbrances, exceptions, or other charges of any kind whatsoever other than those easements, restrictions, liens, leases and encumbrances stated in Schedule B, Part I of the policy or policies of title insurance delivered to Beneficiary as of the recordation of this Deed of Trust, the "Permitted Exceptions," and any other liens, encumbrances, exceptions, or charges expressly permitted by the terms of this Deed of Trust, and no others, whether superior or inferior to this Deed of Trust, will be created or suffered to be created by Grantor during the life of this Deed of Trust without the prior written consent of Beneficiary; (c) that no default on the part of Grantor or any other person exists under any of the Permitted Exceptions and, as applicable, all are in full force and effect and in good standing, without modification; and (d) that Grantor has the right to grant, transfer, convey, and assign the Property as herein provided. Grantor, for itself and its successors and assigns, hereby agrees to forever warrant and defend the Property granted and conveyed in trust pursuant to this Deed of Trust unto Beneficiary against all claims and demands of any other person whomsoever, subject only to non-delinquent installments of taxes and assessments and Permitted Exceptions. This Deed of Trust is inferior to the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing granted by Grantor to Manufacturers and Traders Trust Company d/b/a M&T Bank of even date (the "First Deed of Trust") which secures a loan from Manufacturers and Traders Trust Company d/b/a M&T Bank to Grantor in the original principal amount of \$3,714,000.00 (the "First Loan"). The warranties contained in this Section 1.1 shall survive foreclosure of this Deed of Trust, and shall inure to the benefit of and be enforceable by any person who may acquire title to the Property pursuant to any such foreclosure.

1.2 Commercial Trust Deed. Grantor represents and warrants to Beneficiary that this Deed of Trust and the Loan are and at all times will be for business and commercial purposes and that no portion of the Loan will be used by Grantor for personal, family or household purposes.

ARTICLE II GRANTOR'S COVENANTS

2.1 Payment and Performance of Secured Obligations. Grantor shall pay when due all sums which are now or which may become owing on the Note, and shall pay and perform all other Secured Obligations, in accordance with their terms.

2.2 Payment of Taxes, Utilities, Liens, and Charges.

(a) Taxes and Assessments. Except as the same may otherwise be paid under Article III relating to reserves, Grantor shall pay when due directly to the payee thereof all taxes and assessments (including, without limitation, non-governmental levies or assessments such as maintenance charges, owner association dues or charges, or fees, levies, or charges resulting from covenants, conditions, or restrictions) levied, assessed, or charged against or with respect to the Property or this Deed of Trust. Grantor shall promptly furnish to Beneficiary all notices of amounts due under this Section 2.2(a) and all receipts evidencing such payments. Without in any way limiting the generality of the foregoing provisions of this Section 2.2(a), if, during the term of the Loan, there is any change in applicable law which results in Beneficiary being subjected to (i) any tax measured by or based on, in whole or in part, the indebtedness secured hereby or (ii) any portion of any tax payable with respect to the Property, Grantor shall, on demand, pay to Beneficiary the amount of any such tax paid by Beneficiary or shall promptly prepay the Secured Obligations.

(b) Utilities. Grantor shall pay when due all utility charges and assessments for services furnished the Property.

(c) Liens and Charges. Grantor shall pay when due the claims of all persons supplying labor or materials to or in connection with the Property. Without waiving the restrictions of Article IV, Grantor shall promptly discharge any lien or other charge, whether superior or inferior to this Deed of Trust, which may be claimed against the Property. Notwithstanding the foregoing provisions of this Section 2.2(c), Grantor shall not be deemed to be in default under this Section 2.2(c) if and so long as (i) Grantor contests in good faith the validity or amount of any asserted lien or other charge and diligently prosecutes or defends an action appropriate to obtain a binding determination of the disputed matter, (ii) nonpayment of such lien or charge does not result in the loss or forfeiture of any of the Property or any interest therein, and (iii) Grantor furnishes cash, a surety bond, or other security in form and content and issued by a company satisfactory to Beneficiary, as security for any payment which may ultimately be required to discharge the lien or charge, in an amount equal to 150 percent of the amount of the asserted lien or charge. Beneficiary agrees that a surety bond in the amount required hereunder and otherwise satisfying the requirements of any applicable law relating to

bonding around such a lien or charge shall be satisfactory to Beneficiary under clause (iii) above.

2.3 Assessments Against Property. Grantor will not, without the prior written approval of Beneficiary, which may be withheld for any reason, consent to or allow the creation of any so-called special districts, special improvement districts, benefit assessment districts or similar districts, or any other body or entity of any type, or allow to occur any other event, that would or might result in the imposition of any additional taxes, assessments or other monetary obligations or burdens on the Property, and this provision shall serve as RECORD NOTICE to any such district or districts or any governmental entity under whose authority such district or districts exist or are being formed that, should Grantor or any other person or entity include all or any portion of the Property in such district or districts, whether formed or in the process of formation, without first obtaining Beneficiary's express written consent, the rights of Beneficiary in the Property pursuant to this Deed of Trust or following any foreclosure of this Deed of Trust, and the rights of any person or entity to whom Beneficiary might transfer the Property following a foreclosure of this Deed of Trust, shall be senior and superior to any taxes, charges, fees, assessments or other impositions of any kind or nature whatsoever, or liens (whether statutory, contractual or otherwise) levied or imposed, or to be levied or imposed, upon the Property or any portion thereof as a result of inclusion of the Property in such district or districts.

2.4 Insurance.

(a) Coverages Required: Grantor shall keep the following insurance coverages in effect with respect to the Property:

- (i) Insurance against loss by fire and the hazards now or hereafter embraced by the standard "extended coverage" form of insurance, in an amount equal at all times to the full insurable value of the improvements then located on the Property. All such insurance coverage shall contain a "replacement cost endorsement" satisfactory to Beneficiary.
- (ii) Flood risk insurance in the maximum amount of insurance coverage available or the full replacement cost of the buildings on the Property, whichever is less, if the Property is now or hereafter designated as being located within the 100-year flood plain under the federal flood insurance program and if flood insurance is available.
- (iii) Comprehensive public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Property (including coverage for elevators and escalators, if any, on the Property), with the coverage being in an amount of not less than \$1,000,000 for bodily injury or death to any one person, \$2,000,000 for any one occurrence, and \$1,000,000 for property damage, or in such greater amount(s) as Beneficiary may require.
- (iv) Business interruption or loss of rent insurance in an amount not less than one year's rents from the Property.

(v) Insurance against such similar or other hazards, casualties, liabilities, and contingencies, in such forms and amounts, as Beneficiary may from time to time require.

(b) Policies. Each insurance policy shall be issued by a company acceptable to Beneficiary and licensed to do business in the state in which the Property is located and shall be in a form acceptable to Beneficiary. Each hazard insurance policy shall include a Form 438BFU or equivalent mortgagee endorsement in favor of and in form acceptable to Beneficiary, and all insurance policies shall name Beneficiary as an additional insured. All required policies will provide for at least thirty (30) days' written notice to Beneficiary prior to the effective date of any cancellation or material amendment, which term shall include any reduction in the scope or limits of coverage. Grantor shall furnish to Beneficiary the original of each required insurance policy, or a certified copy thereof together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number, and the expiration date. As additional security for the Secured Obligations, Grantor hereby assigns to Beneficiary all insurance policies, together with all proceeds thereof, rights thereto, and all unearned premiums returnable upon cancellation.

(c) Payment; Renewals. Grantor shall promptly furnish to Beneficiary all renewal notices relating to insurance policies. Except as the same may otherwise be paid under Article III relating to reserves, Grantor shall pay all premiums on insurance policies directly to the carrier. At least thirty (30) days prior to the expiration date of each such policy, Grantor shall furnish to Beneficiary a renewal policy in a form acceptable to Beneficiary, together with evidence that the renewal premium has been paid.

(d) Insurance Proceeds.

(i) In the event of any loss, Grantor shall give prompt written notice thereof to the insurance carrier and Beneficiary. Grantor hereby authorizes Beneficiary, as Grantor's attorney-in-fact, to make proof of loss, to adjust and compromise any claim, to commence, appear in, and prosecute, in Beneficiary's or Grantor's names, any action relating to any claim and to collect and receive insurance proceeds; provided, however, that Beneficiary shall have no obligation to do so.

(ii) All sums paid under any insurance policy required in Section 2.4(a) shall be paid to the Beneficiary. Provided no Event of Default then exists and Grantor certifies as to same, the net insurance proceeds (after deduction of Beneficiary's costs and expenses, if any, in collecting the same) shall be made available for the restoration or repair of the Property if, in Beneficiary's sole and absolute judgment: (a) insurance proceeds and additional funds deposited by the Grantor with Beneficiary prior to the commencement of any repair or reconstruction are adequate to complete repair and reconstruction of the Property pursuant to plans and specifications approved by Beneficiary; (b) disbursement procedures acceptable to Beneficiary are in place, which procedures shall include provisions for the deposit of construction shortfalls, collection of lien waivers, issuance of title policies by a title insurance company, payment of Beneficiary's fees and

expenses in disbursing, and coordination of work, and Grantor shall have reimbursed Beneficiary for all of its reasonable out-of-pocket expenses in connection with such reconstruction and disbursement, including, without limitation, title insurance fees, inspection fees, attorneys' fees, and architect's fees; (c) Beneficiary shall have received such consents and assurances from municipal authorities, commercial tenants in the Property, and others, as Beneficiary may request, including, without limitation, assurances that the commercial tenants are not in default and that the commercial tenants will continue as tenants in the Property upon completion of the repair or reconstruction work under leases with substantially the same terms as their original leases; and (d) Beneficiary shall have received such assurances as Beneficiary may request that the repairs or reconstruction will be completed by the then current Maturity Date. If the above conditions are not satisfied as to application of insurance proceeds, and in any event as to condemnation awards, Beneficiary shall apply the same (after first deducting therefrom Beneficiary's reasonable expenses incurred in collecting the same, including but not limited to actual attorneys' fees) to the reduction of the outstanding principal balance of the Loan or, at Beneficiary's election in its sole discretion, to payment of the restoration, repair, replacement or rebuilding of the property that is damaged or destroyed in such manner as Beneficiary may determine.

(e) Transfer of Title. If the Property is sold pursuant to Article VIII or if Beneficiary otherwise acquires title to the Property, Beneficiary shall have all of the right, title, and interest of Grantor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

WARNING

Unless Grantor provides Beneficiary with evidence of the insurance coverage as required by this Section 2.4, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the Property becomes damaged, the coverage Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's debt. If the cost is added to Grantor's debt, the interest rate on the Note will apply to this additional debt. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage.

The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

2.5 Preservation and Maintenance of Property; Right of Entry.

(a) Preservation and Maintenance. Grantor (i) shall not commit or suffer any waste or permit any impairment or deterioration of the Property, (ii) shall not abandon the Property, (iii) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing, in the event of any damage, injury, or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (iv) shall keep the Property, including improvements, fixtures, equipment, machinery, and appliances thereon, in good condition and repair and shall replace fixtures, equipment, machinery, and appliances of the Property when necessary to keep such items in good condition and repair, and (v) shall generally operate and maintain the Property in a manner to ensure maximum revenue.

(b) Alterations. No building or other improvement on the Realty shall be structurally altered, removed, or demolished, in whole or in part, without Beneficiary's prior written consent, nor shall any fixture or chattel covered by this Deed of Trust and adapted to the use and enjoyment of the Property be removed at any time without such consent, unless actually replaced by an article of equal suitability, owned by Grantor, free and clear of any lien or security interest except such as may be approved in writing by Beneficiary.

(c) Right of Entry. Beneficiary is hereby authorized to enter the Property, including the interior of any structures, at reasonable times and after reasonable notice, for the purpose of inspecting the Property and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder.

(d) Management. Unless Beneficiary agrees otherwise in writing, Grantor shall cause the Property to be managed by a management company reasonably acceptable to Beneficiary. Grantor shall not change the management of the Property without Beneficiary's prior written consent, which shall not be unreasonably withheld or delayed.

2.6 Parking. If any part of the automobile parking areas included within the Property is taken by condemnation or if such areas are otherwise reduced, Grantor shall take all necessary actions to provide parking facilities in kind, size, and location to comply with all governmental zoning and other regulations and all leases. Before making any contract for substitute parking facilities, Grantor will furnish to Beneficiary satisfactory assurance of completion thereof free of liens and in conformity with all government zoning and other regulations.

2.7 Use of Property. Grantor shall comply with all laws, ordinances, regulations, and requirements, of any governmental body and all other covenants, conditions, and restrictions applicable to the Property, and pay all fees and charges in connection therewith. Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Grantor shall not allow changes in the use for which all or any part of the Property was intended at the time this Deed of Trust was executed. Grantor shall not initiate or acquiesce in a change in the land use or zoning classification of the Property without Beneficiary's prior written consent.

2.8 Condemnation.

(a) Proceedings. Grantor shall promptly notify Beneficiary of any action or proceeding relating to any condemnation or other taking (including, without limitation, change of grade), whether direct or indirect, of the Property or any part thereof or interest therein, and Grantor shall appear in and prosecute any such action or proceeding unless otherwise directed by Beneficiary in writing. Grantor authorizes Beneficiary, at Beneficiary's option, as attorney-in-fact for Grantor, to commence, appear in, and prosecute, in Beneficiary's or Grantor's names, any action or proceeding relating to any such condemnation or other taking, and to settle or compromise any claim in connection with such condemnation or other taking; provided, however, that Beneficiary shall have no obligation to do so. All awards, payments, damages, direct, consequential, and otherwise, claims, and proceeds thereof, in connection with any such condemnation or other taking, or for conveyances in lieu of condemnation, are hereby assigned to Beneficiary, and all proceeds of any such awards, payments, damages, or claims shall be paid to Beneficiary subject to the rights of the lessor under any ground lease.

(b) Application of Proceeds. Beneficiary shall apply any such proceeds in the manner and upon the terms and conditions set forth in Section 2.4(d)(ii) relating to the application of insurance proceeds.

2.9 Protection of Beneficiary's Security. Grantor shall give notice to Beneficiary of and shall, at its expense, appear in and defend any action or proceeding that might affect the Property or title thereto or the interests of Beneficiary or Trustee therein or the rights or remedies of Beneficiary or Trustee. If any such action or proceeding is commenced, or if Beneficiary or Trustee is made a party to any such action or proceeding by reason of this Deed of Trust, or if Grantor fails to perform any obligation on their part to be performed hereunder, then Beneficiary and/or Trustee, each in its own discretion, may make any appearances, disburse any sums, make any entries upon the Property, and take any actions as may be necessary or desirable to protect or enforce the security of this Deed of Trust, to remedy Grantor's failure to perform covenants (without, however, waiving any default by Grantor), or otherwise to protect Beneficiary's or Trustee's interests. Grantor agrees to pay all costs and expenses, including attorneys' fees, of Beneficiary and Trustee thus incurred. This Section 2.9 shall not be construed to require Beneficiary or Trustee to incur any expenses, make any appearances, or take any actions.

2.10 Reimbursement of Beneficiary's and Trustee's Expenses. All amounts disbursed by Beneficiary and Trustee pursuant to Section 2.9 or any other provision of this Deed of Trust, with interest thereon, shall be additional indebtedness of Grantor secured by this Deed of Trust. All such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate as provided in the Note (the "Default Rate") per annum or the maximum rate, if any, which may be collected from Grantor on such amounts by the payee thereof under applicable law, if less.

ARTICLE III RESERVES

3.1 Deposits. Except to the extent Grantor is making deposits under the First Deed of Trust for items listed below, Grantor shall, at the time of making each installment payment under the Note, deposit with Manufacturers and Traders Trust Company in a bank control account, a sum,

as reasonably estimated by Beneficiary, equal to (a) the taxes and special assessments due on the Property for the next tax year, (b) if required by Beneficiary, the rents under any ground lease, and (c) if required by Beneficiary, the premiums next due on the insurance policies required under this Deed of Trust, less all sums already deposited therefor, divided by the number of months to elapse before two months prior to the beginning of such tax year or the date when such rents and premiums will become delinquent, as the case may be. Beneficiary may require Grantor to deposit with Beneficiary, in advance, such other sums for other taxes, assessments, premiums, charges, and impositions in connection with the Property as Beneficiary deems necessary to protect Beneficiary's interests (herein "Other Impositions"). Such sums for Other Impositions shall be deposited in a lump sum or in periodic installments, at Beneficiary's option. If requested by Beneficiary, Grantor shall promptly deliver to Beneficiary all bills and notices with respect to any rents, taxes, assessments, premiums, and Other Impositions. All sums deposited with Beneficiary under this Section 3.1 are hereby pledged as additional security for the Secured Obligations.

3.2 Application of Deposits. All sums deposited by Grantor under this Article III shall be held by Beneficiary and applied in such order as Beneficiary elects to pay such rents, taxes, assessments, premiums, and Other Impositions; in the event of default hereunder, such sums may be applied, in whole or in part, to indebtedness secured hereby. The arrangement provided for in this Article III is solely for the added protection of Beneficiary and entails no responsibility on Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon any assignment of this Deed of Trust by Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of Beneficiary with respect thereto shall terminate. Each permitted transfer of the Property shall automatically transfer to the transferee all rights of Grantor with respect to any funds accumulated hereunder.

3.3 Adjustment to Deposits. If the total deposits held by Beneficiary under this Article III exceeds the amount deemed necessary by Beneficiary to provide for the payment of such rents, taxes, assessments, premiums, and Other Impositions as the same fall due, then such excess shall, provided no Event of Default then exists hereunder, be credited by Beneficiary on the next due installment or installments of such deposits. If at any time the total of deposits held by Beneficiary is less than the amount deemed necessary by Beneficiary to provide for the payment thereof as the same fall due, then Grantor shall deposit the deficiency with Beneficiary within thirty (30) days after written notice to Grantor stating the amount of the deficiency.

3.4 Conditional Waiver of Deposit Requirement – Taxes. Notwithstanding Sections 3.1 through 3.3 above, Beneficiary shall not request that Grantor deposit funds into escrow for the payment of taxes, provided that each of the following conditions is true at all times while the Secured Obligations are outstanding:

- (a) All taxes and special assessments referenced in Section 3.1 above are paid on or before the date on which the same are due and payable and prior to the time that any interest or other penalties for delinquencies may accrue, and timely written evidence of such payment is submitted to Beneficiary; and
- (b) There exist no defaults under the Loan Agreement, this Deed of Trust or any of the other Loan Documents, the Indemnity Agreement or the Guaranty.

Beneficiary reserves the right to require the tax escrow deposits contemplated by Section 3.1 above if any of the above conditions is not satisfied while the Secured Obligations are outstanding.

ARTICLE IV RESTRICTIONS ON TRANSFER, ENCUMBRANCE OR CHANGES

4.1 Restrictions on Transfers of the Property. Neither the Property nor any part thereof or interest therein shall be encumbered, sold (by contract or otherwise), conveyed, or otherwise transferred by Grantor without Beneficiary's prior written consent.

4.2 Restrictions on Transfers of Interests in Grantor. Grantor shall comply with Section 3.4 of the Loan Agreement.

4.3 Restrictions on Changes to Grantor. Grantor will not, without the prior written consent of Beneficiary, change its name, convert from one type of legal entity into another type of legal entity, merge or consolidate into another entity or change its state of organization.

4.4 Required Information. For any transfer that requires Beneficiary's consent, or any transfer of 20% or more direct or indirect interest in Grantor, Grantor and any proposed transferee shall deliver to Beneficiary, sufficiently in advance of any proposed transfer, all information and documentation required by Beneficiary to evidence or facilitate compliance by Grantor, the proposed transferee and Beneficiary with all applicable laws and regulations, including, without limitation, all "know your customer" rules in effect from time to time pursuant to the Bank Secrecy Act, USA PATRIOT Act and other applicable laws. Any failure by Grantor, any actual or proposed transferee, or any necessary third party, to deliver to Beneficiary, in a timely manner, any material information or documentation requested, or any misrepresentation or inaccuracy with respect to such information or documentation, or if Beneficiary reasonably determines that any transfer would potentially violate Beneficiary's regulatory compliance policies or applicable law, shall permit Beneficiary to deny, withdraw or cancel any consent hereunder, without liability.

4.5 Violations of this Article. Any actions under this Article IV taken without Beneficiary's prior written consent where such consent is required, shall constitute an Event of Default hereunder and shall be deemed to increase the risk of Beneficiary, and Beneficiary may declare all sums secured hereby immediately due and payable.

4.6 Grantor Remains Liable. Notwithstanding any permitted transfer, Grantor shall remain fully liable to Beneficiary for payment of the Loan.

ARTICLE V UNIFORM COMMERCIAL CODE SECURITY AGREEMENT

5.1 Grant to Beneficiary. This Deed of Trust constitutes a security agreement pursuant to the Oregon Uniform Commercial Code (the "UCC") with respect to any of the Property which, under applicable law, is not real property or effectively made part of the Realty by the provisions of this Deed of Trust (the "Article 9 Property"), and Grantor hereby grants Beneficiary a second and prior security interest in all such property to secure the payment and performance of the

Secured Obligations. To the extent any of the Article 9 Property may be or have been acquired with funds advanced by Beneficiary under the Loan Documents, this security interest is a purchase money security interest.

5.2 Beneficiary's Rights and Remedies. With respect to the Article 9 Property subject to the foregoing security interest, Beneficiary has all of the rights and remedies (i) of a secured party under the UCC, (ii) provided herein, including, without limitation, the right to cause such Property to be sold by Trustee under the power of sale granted by this Deed of Trust, and (iii) provided by law. In exercising its remedies, Beneficiary may proceed against the items of real property and any items of personal property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies. Upon demand by Beneficiary following an Event of Default hereunder, Grantor shall assemble any items of personal property and make them available to Beneficiary at the Property, a place which is hereby deemed to be reasonably convenient to both parties. Beneficiary shall give Grantor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such Property or of the time of or after which any private sale or any other intended disposition is to be made, and such notice shall constitute reasonable notice to Grantor. Any person permitted by law to purchase at any such sale may do so. Such Property may be sold at any one or more public or private sales as permitted by applicable law. All expenses incurred in realizing on such Property shall be borne by Grantor.

5.3 Financing Statement. Grantor hereby authorizes Beneficiary to prepare, record and file such financing statements and further assurances, in form and substance satisfactory to Beneficiary, as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder. Further, by signing this Deed of Trust (which includes a security agreement), Grantor authorizes the filing of financing statements, and amendments, covering (i) the Article 9 Property and (ii) property which becomes collateral under UCC Section 9-315(a)(2). Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor's chief executive office and its state of organization are in the State of Colorado at the address set forth in the first paragraph of this Deed of Trust.

5.4 Fixture Filing. As set forth in the attached Exhibit B, this Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Grantor) and Secured Party (Beneficiary) as set forth in the attached Exhibit B.

ARTICLE VI ASSIGNMENT OF RENTS AND LEASES

6.1 Assignment. As part of the consideration for the indebtedness evidenced by the Note, and not as additional security therefor, Grantor hereby assigns and transfers to Beneficiary (a) all right, title, and interest of Grantor in and to any and all present and future leases and other agreements for the occupancy or use of all or any part of the Property, and any and all extensions, renewals, and replacements thereof (collectively, "Leases"), and all right, title, and

interest of Grantor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits, or payments of a similar nature, (b) any and all guaranties of tenants' or occupants' performances under any and all Leases, and (c) all rents, issues, profits, and revenues (collectively, "Rents") which are now due, which may become due, or to which Grantor is now or may hereafter become entitled or may demand or claim (including Rents coming due during any redemption period), arising or issuing from or out of any and all Leases, including, without limitation, minimum, additional, percentage, and deficiency rents and liquidated damages, including Grantor's right, power and authority to modify the terms of any such Leases, or extend or terminate any such Leases. It is the intention of Grantor to establish a present, absolute and irrevocable transfer and assignment to Beneficiary of all of Grantor's right, title and interest in, to and under the Leases. Grantor and Beneficiary intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the Property. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the state in which the Property is located, then the Leases shall be included as a part of the Property and it is the intention of the Grantor that in this circumstance this Deed of Trust create and perfect a lien on the Leases in favor of Beneficiary, which lien shall be effective as of the date of this Deed of Trust.

6.2 Grantor's Rights to Collect Rent. Notwithstanding the foregoing, Grantor shall have the right to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until an Event of Default shall occur hereunder or under the Note or any other instrument now or hereafter securing the Note. Grantor shall not receive or accept Rent under any Lease for more than one month in advance.

6.3 Grantor's Rights Under Leases Prior to Default. Until Beneficiary gives notice to Grantor of Beneficiary's exercise of its rights under this Article, Grantor shall have all rights, power and authority granted to Grantor under any Lease (except as otherwise limited by this Article), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Notwithstanding the foregoing, Grantor will not modify any material term of any Lease (including, without limitation, provisions related to rent, additional rent, lease term, demised premises, termination rights, or material landlord obligations) without Beneficiary's prior written consent, which consent shall not be unreasonably withheld or delayed, and Grantor will not terminate any Lease without Beneficiary's prior written consent. Upon the occurrence of an Event of Default, the permission given to Grantor pursuant to this Section 6.3 to exercise all rights, power and authority under Leases shall automatically terminate. Grantor shall comply with and observe Grantor's obligations under all Leases, including Grantor's obligations pertaining to the maintenance and disposition of tenant security deposits.

6.4 Beneficiary's Obligations Prior to Entry. Grantor acknowledges and agrees that the exercise by Beneficiary, either directly or by a receiver, of any of the rights conferred under this Article shall not be construed to make Beneficiary a mortgagee-in-possession of the Property so long as Beneficiary has not itself entered into actual possession of the Property. The acceptance by Beneficiary of the assignment of the Leases pursuant to this Article shall not at any time or in any event obligate Beneficiary to take any action under this Deed of Trust or to expend any money or to incur any expenses. Beneficiary shall not be liable in any way for any injury or

damage to person or property sustained by any person or persons, firm or corporation in or about the Property. Prior to Beneficiary's actual entry into and taking possession of the Property, Beneficiary shall not (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the Property; or (iii) be responsible for the operation, control, care, management or repair of the Property or any portion of the Property. The execution of this Deed of Trust by Grantor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of Grantor, prior to such actual entry and taking of possession.

6.5 Beneficiary's Rights After Default. Upon delivery of notice by Beneficiary to Grantor of Beneficiary's exercise of Beneficiary's rights under this Article at any time after the occurrence of an Event of Default, and without the necessity of Beneficiary entering upon and taking and maintaining control of the Property directly, by a receiver, or by any other manner or proceeding permitted by law, Beneficiary immediately shall have all rights, powers and authority granted to Grantor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

ARTICLE VII EVENTS OF DEFAULT

7.1 Events of Default. The occurrence of any one or more of the following shall constitute an event of default hereunder:

- (a) The occurrence of an Event of Default under the Note, the Loan Agreement or any other Loan Document, the Indemnity Agreement or the Guaranty.
- (b) Failure to perform any other covenant, agreement, or obligation under this Deed of Trust and the failure to cure such non-performance either (i) within an initial cure period of thirty (30) consecutive days after written notice from Beneficiary, or (ii) if Beneficiary determines such cure cannot reasonably be completed within such 30-day period and so notifies Grantor, and so long as Grantor begins within such 30-day period and continues diligently to cure the failure, then within a total cure period of sixty (60) days. Notwithstanding the foregoing, if a specific cure period is separately provided for such breach or failure under this Deed of Trust, no additional cure period shall be provided by this subsection (b).
- (c) The occurrence of an Event of Default under the First Deed of Trust.
- (d) The occurrence of an Event of Default under the Primary Deed of Trust.
- (e) A violation of Article IV of this Deed of Trust.

7.2 Form of Notice. At Beneficiary's option, any written notice of default required to be given to Grantor under Section 7.1 may be given in the form of a statutory notice of default under the laws of the State of Oregon relating to non-judicial foreclosures of trust deeds.

ARTICLE VIII REMEDIES

Immediately upon or any time after the occurrence of any Event of Default hereunder, Beneficiary may exercise any remedy available at law or in equity, including, without limitation, those listed below and those listed in the other Loan Documents, in such sequence or combination as Beneficiary may determine in Beneficiary's sole discretion:

8.1 Acceleration Upon Default; Additional Remedies. Beneficiary may, at its option and without notice to or demand upon Grantor:

- (a) Declare any or all indebtedness secured by this Deed of Trust to be due and payable immediately.
- (b) Bring a court action to enforce the provisions of, or any of the indebtedness or obligations secured by, this Deed of Trust.
- (c) Bring a court action for appointment of a receiver.
- (d) Foreclose this Deed of Trust as a mortgage.
- (e) Cause any or all of the Property to be sold under the power of sale granted by this Deed of Trust in any manner permitted by applicable law.
- (f) Exercise any or all of the rights and remedies provided for herein in the Event of Default hereunder.
- (g) Notwithstanding the availability of legal remedies, obtain specific performance, mandatory or prohibitory injunctive relief, or other equitable relief requiring Grantor to cure or refrain from repeating any default.
- (h) Enter and take possession of the Property without seeking or obtaining the appointment of a receiver, employ a managing agent for the Property, and lease or rent all or any part of the Property, either in Beneficiary's name or in the name of Grantor, and collect the rents, issues, and profits of the Property.
- (i) Exercise any other right or remedy available under law or in equity.

8.2 Appointment of Receiver. Beneficiary shall be entitled, as a matter of absolute right and without regard to the adequacy of Beneficiary's security or Grantor's solvency, to the appointment of a receiver for the Property upon *ex parte* application to any court of competent jurisdiction. Grantor waives any right to any hearing or notice of hearing prior to the appointment of a receiver. Such receiver and his agents shall be empowered (a) to take possession of the Property, all of Borrower's deposit accounts and other accounts, any businesses conducted by Grantor or any other person thereon, and any business assets used in connection with any of the foregoing, and, if the receiver deems it appropriate, to operate the same, (b) to exclude Grantor and Grantor's agents, servants, and employees from the Property, (c) to collect the rents, issues, profits, and income therefrom, (d) to complete any construction which may be

in progress, (e) to do such maintenance and make such repairs and alterations as the receiver deems necessary, (f) to use all stores of materials, supplies, and maintenance equipment on the Property and replace such items at the expense of the receivership estate, (g) to pay all taxes and assessments against the Property and any personal property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, and (h) generally to do anything which Grantor could legally do if Grantor were in possession of the Property. Immediately upon appointment of a receiver, Grantor shall surrender possession of the Property to the receiver and shall deliver to the receiver all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits and prepaid Rents. Grantor will be responsible for all expenses incurred by the receiver or his agents, and all such expenses shall constitute a part of the Secured Obligations. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including attorneys' fees incurred by the receiver and by Beneficiary, together with interest thereon at the Default Rate set forth in the Note or the maximum rate permitted by applicable law, if less, from the date incurred until repaid, and the balance shall be applied toward the Secured Obligations or in such other manner as the court may direct. Unless sooner terminated with the express consent of Beneficiary, any such receivership will continue until the Secured Obligations have been discharged in full, or until title to the Property has passed after foreclosure sale..

8.3 Exercise of Power of Sale. For any sale under the power of sale granted by this Deed of Trust, Beneficiary or Trustee shall record and give all notices required by law and then, upon the expiration of such time as is required by law, Trustee may sell the Property upon any terms and conditions specified by Beneficiary and permitted by applicable law. Trustee may postpone any sale by public announcement at the time and place noticed for the sale. If the Property includes several lots or parcels, Beneficiary in its discretion may designate their order of sale or may elect to sell all of them as an entirety. The Property, real, personal, and mixed, may be sold in one parcel. Any person permitted by law to do so may purchase at any sale. Upon any sale, Trustee will execute and deliver to the purchaser or purchasers a deed or deeds conveying the Property sold, but without any covenant or warranty, express or implied, and the recitals in the Trustee's deed showing that the sale was conducted in compliance with all the requirements of law shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

8.4 Application of Sale Proceeds. The proceeds of any sale under this Deed of Trust will be applied in the following manner:

FIRST: To payment of the costs and expenses of the sale, including, without limitation, Trustee's fees, attorneys' fees and disbursements, title charges, and transfer taxes, and payment of all expenses, liabilities, and advances of Trustee, together with interest on all advances made by Trustee from date of disbursement at the applicable interest rate under the Note from time to time or at the maximum rate permitted to be charged by Trustee under the applicable law, if less.

SECOND: To payment of all sums expended by Beneficiary under the terms of this Deed of Trust and not yet repaid, together with interest on such sums from date of disbursement at the Default Rate or the maximum rate permitted by applicable law, if

less.

THIRD: To payment of all other indebtedness secured by this Deed of Trust (including, without limitation, any applicable prepayment penalty or fee) in any order that the Beneficiary chooses.

FOURTH: The remainder, if any, to the person or persons legally entitled to it.

8.5 Waiver of Order of Sale and Marshaling. Grantor waives all rights to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust, and also any right to have any of the Property marshaled upon any sale.

8.6 Non-Waiver of Defaults. The entering upon and taking possession of the Property, the collection of any partial payment, Rents, the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application or release thereof as herein provided, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8.7 Performance of Defaulted Obligations. Beneficiary may make any payment or perform any other obligation under the Loan Documents which Grantor has failed to make or perform, and Grantor hereby irrevocably appoints Beneficiary as the true and lawful attorney-in-fact for Grantor to make any such payment and perform any such obligation in the name of Grantor. All payments made and expenses (including attorneys' fees) incurred by Beneficiary in this connection, together with interest thereon at the Default Rate set forth in the Note or the maximum rate which may be collected from Grantor under applicable law, if less, from the date paid or incurred until repaid, will be part of the Secured Obligations and will be immediately due and payable by Grantor to Beneficiary. In lieu of advancing Beneficiary's own funds for such purposes, Beneficiary may use any funds of Grantor which may be in Beneficiary's possession, including, without limitation, insurance or condemnation proceeds and amounts deposited for taxes, insurance premiums, or other purposes.

8.8 Foreclosure Subject to Tenancies. Beneficiary shall have the right, at its option, to foreclose this Deed of Trust subject to the rights of any tenant or tenants of the Property.

8.9 Right to Make Repairs, Improvements. Should any part of the Property come into the possession of Beneficiary, whether before or after an Event of Default, Beneficiary may use, operate, and/or make repairs, alterations, additions and improvements to the Property for the purpose of preserving it or its value. Grantor covenants to promptly reimburse and pay to Beneficiary, at the place where the Note is payable, or at such other place as may be designated by Beneficiary in writing, the amount of all reasonable expenses (including the cost of any insurance, taxes, or other charges) incurred by Beneficiary in connection with its custody, preservation, use or operation of the Property, together with interest thereon from the date incurred by Beneficiary at the Default Rate (as defined in the Note), and all such expenses, costs, taxes, interest, and other charges shall be a part of the Secured Obligations. It is agreed, however, that the risk of accidental loss or damage to the Property is undertaken by Grantor and, except for Beneficiary's willful misconduct or gross negligence, Beneficiary shall have no liability whatsoever for decline in value of the Property, for failure to obtain or maintain

insurance, or for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

8.10 Evasion of Prepayment Terms. If an Event of Default hereunder has occurred and is continuing, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale (including sale under power of sale) by Grantor, their successors or assigns, or anyone acting on behalf of Grantor or their successors or assigns, shall constitute an evasion of the prepayment terms, if any, of the Note and be deemed to be a voluntary prepayment thereunder and any such payment, to the extent permitted by law, will, therefore, include the additional payment required under the prepayment privilege, if any, contained in the Note or, if at that time there is no prepayment privilege, then such payment will, to the extent permitted by law, include an additional payment of five percent (5%) of the then principal balance. In addition, if this Deed of Trust is foreclosed, either through Trustee or through the courts, the Secured Obligations shall include an amount equal to the additional payment required under the prepayment privilege, if any, contained in the Note.

8.11 Remedies Cumulative. To the extent permitted by law, every right and remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity or any other agreement between Beneficiary and Grantor, and may be exercised concurrently, independently, or successively, in any order whatsoever. Beneficiary may exercise any of its rights and remedies at its option without regard to the adequacy of its security.

8.12 Beneficiary's and Trustee's Expenses. Grantor shall pay all of Beneficiary's and Trustee's expenses incurred in any effort to enforce any terms of this Deed of Trust, whether or not any suit is filed, including, without limitation, attorneys' fees and disbursements, foreclosure costs, and title charges. All such sums, with interest thereon, shall be additional indebtedness of Grantor secured by this Deed of Trust. Such sums shall be immediately due and payable and shall bear interest from the date of disbursement at the Default Rate, or the maximum rate which may be collected from Grantor under applicable law, if less.

8.13 Late Charges. If Grantor fails to pay, within five (5) days of its due date, any amount due and owing pursuant to the Note or any other agreement executed and delivered to the Bank in connection with this Note, including, without limitation, any Escrow payment due and owing, Grantor shall immediately pay to the Bank a late charge equal to the greatest of (a) \$50.00, (b) five percent (5%) of the delinquent amount or (c) the Bank's then current late charge as announced from time to time. Notwithstanding the above, if the Note is secured by a one- to six-family owner-occupied residence, the late charge shall equal 2% of the delinquent amount and shall be payable if payment is not received within fifteen days of its due date.

ARTICLE IX GENERAL

9.1 Application of Payments. Except as applicable law or this Deed of Trust may otherwise provide, all payments received by Beneficiary under the Note or this Deed of Trust shall be applied by Beneficiary in the following order of priority: (a) amounts payable to Beneficiary by Grantor under Article III for reserves, if any; (b) interest and late charges payable on the Note;

(c) interest payable on advances made to protect the security of this Deed of Trust; (d) principal of the Note; (e) principal of advances made to protect the security of this Deed of Trust; and (f) any other sums secured by this Deed of Trust in such order as Beneficiary, at its option, may determine.

9.2 Reconveyance. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender to Trustee this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Property.

9.3 Partial Lot Releases. Beneficiary will consent to releasing the lien of this Deed of Trust from less than all of the Property and prior to payment in full of the Loan upon satisfaction of all of the conditions for partial lot releases contained in the First Deed of Trust.

9.4 Successor Trustee. In accordance with applicable law, Beneficiary may from time to time appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon the Trustee herein and by applicable law.

9.5 Beneficiary's Powers. Without affecting the liability of any person for payment or performance of the Secured Obligations, Beneficiary, at its option, may extend the time for payment of the indebtedness secured hereby or any part thereof, reduce payment thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the indebtedness, release the lien of this Deed of Trust on any part of the Property, take or release other or additional security, release or reconvey or cause to be released or reconveyed all or any part of the Property, consent or cause Trustee to consent to the making of any map or plat of the Property, consent or cause Trustee to consent to the granting of any easement or the creating of any restriction on the Property, or join or cause Trustee to join in any subordination or other agreement affecting this Deed of Trust or the lien or charge hereof. Grantor shall pay Beneficiary a reasonable service charge, together with such title insurance premiums and attorneys' fees as may be incurred at Beneficiary's option, for any such action if taken at Grantor's request.

9.6 Subrogation. Beneficiary shall be subrogated for further security to the lien, although released of record, of any and all encumbrances discharged, in whole or in part, by the proceeds of the Loan or any other indebtedness secured hereby.

9.7 No Violation of Usury Laws. Interest, fees, and charges collected or to be collected in connection with the indebtedness secured hereby shall not exceed the maximum, if any, permitted by any applicable law. If any such law is interpreted so that said interest, fees, or charges would exceed any such maximum and Grantor is entitled to the benefit of such law, then (a) such interest, fees, or charges shall be reduced to the permitted maximum; and (b) any sums already paid to Beneficiary which exceeded the permitted maximum shall be refunded. Beneficiary may choose to make the refund either by treating the payments, to the extent of the

excess, as prepayments of principal or by making a direct payment to the person(s) entitled thereto. The provisions of this Section 9.7 shall control over any inconsistent provision of this Deed of Trust, the Note, or any other Loan Documents.

9.8 Additional Documents; Power of Attorney. From time to time, upon request of Beneficiary, Grantor shall execute, acknowledge, and deliver to Beneficiary, and hereby irrevocably appoints Beneficiary its attorney-in-fact to execute, acknowledge, deliver, and, if appropriate, file and record, such security agreements, assignments for security purposes, assignments absolute, financing statements, affidavits, certificates, and other documents, in form and substance satisfactory to Beneficiary, as Beneficiary may reasonably request in order to perfect, preserve, continue, extend, or maintain the assignments herein contained, the lien and security interest under this Deed of Trust, and the priority thereof. Grantor shall pay to Beneficiary upon request therefor all reasonable costs and expenses incurred in connection with the preparation, execution, recording, and filing of any such document.

9.9 Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any other right or remedy, and no waiver by Beneficiary of any particular default by Grantor shall constitute a waiver of any other default or of any similar default in the future. Without limiting the generality of the foregoing, the acceptance by Beneficiary of payment of any sum secured by this Deed of Trust after the due date thereof shall not be a waiver of Beneficiary's right either to require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust, nor shall Beneficiary's receipt of any awards, proceeds, or damages under Sections 2.4 or 2.8 operate to cure or waive Grantor's default in payment of sums secured by this Deed of Trust.

9.10 Modifications. This Deed of Trust cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge, or termination is sought.

9.11 Notice. Except as applicable law may otherwise require, any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to Grantor (at its address on Beneficiary's records) or to Beneficiary (at its address on page 1 of this Deed of Trust and separately to: M&T Bank, 6143 S. Willow Drive, Suite 410, Greenwood Village, Colorado 80111, Attn: Robert Holway). Such notice or demand shall be deemed sufficiently given for all purposes when delivered (a) by personal delivery and shall be deemed effective when delivered, or (b) by mail or courier and shall be deemed effective three (3) business days after deposit in an official depository maintained by the United States Post Office for the collection of mail or one (1) business day after delivery to a nationally recognized overnight courier service (e.g., Federal Express). Notice by e-mail is not valid notice under this or any other agreement between Grantor and Beneficiary.

9.12 Governing Law; Severability. This Deed of Trust shall be governed by the laws of the State of Oregon, without regard to its conflict of laws principles. If any provision of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions or clauses

hereof which can be given effect without the conflicting provision, and to this end the provisions hereof are declared to be severable.

9.13 Captions; Exhibits. The captions and headings of the sections and articles of this Deed of Trust are for convenience only and shall not be used to interpret or define the provisions hereof. All exhibits referred to in and attached to this Deed of Trust are incorporated herein by reference.

9.14 Definitions. As used herein, the term "Grantor" means the Grantor herein named, together with any subsequent owner of the Property or any part thereof or interest therein; the term "Trustee" means the Trustee herein named, together with any successor Trustee; and the term "Beneficiary" means the beneficiary herein named, together with any subsequent owner or holder of the Note or any interest therein, including pledgees, assignees, and participants.

9.15 Successors and Assigns Bound; Joint and Several Liability; Agents. This Deed of Trust shall bind and inure to the benefit of the parties hereto and their respective heirs, devisees, legatees, administrators, executors, successors, and assigns, subject to the provisions of Article IV. All obligations of Grantor hereunder are joint and several. In exercising any rights hereunder or taking actions provided for herein, Beneficiary and Trustee may act through their respective employees, agents, or independent contractors as authorized by Beneficiary and Trustee.

9.16 Number; Gender. This Deed of Trust shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

9.17 Time. Time is of the essence in connection with all obligations of Grantor under this Deed of Trust, the Note, and the Loan Documents.

9.18 Attorneys' Fees. In the event suit or action is instituted to enforce or interpret any provision of this Deed of Trust, Grantor agrees to pay Beneficiary's expenses in connection therewith, including, without limitation, such amount as the court may adjudge reasonable as attorneys' fees at trial or on appeal. Any such expenses shall be additional indebtedness of Grantor secured by this Deed of Trust, shall be immediately due and payable, and shall bear interest from the date of disbursement at the interest rate in effect on the Note from time to time or at the maximum rate, if any, permitted under applicable law, if less.

9.19 Waiver of Jury Trial. **GRANTOR AND BENEFICIARY (BY ITS ACCEPTANCE OF THIS DEED OF TRUST) HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY EACH WAIVE ANY RIGHT TO TRIAL BY JURY THEY MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS DEED OF TRUST OR THE TRANSACTIONS RELATED THERETO, OR IN ANY WAY RELATED TO THE NEGOTIATION, ADMINISTRATION, MODIFICATION, EXTENSION OR COLLECTION OF THE SECURED OBLIGATIONS. GRANTOR REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF BENEFICIARY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BENEFICIARY WILL NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS RIGHT TO JURY TRIAL WAIVER.**

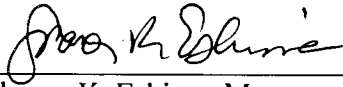
GRANTOR STATES THAT IT HAS CONFERRED SPECIFICALLY WITH BENEFICIARY WITH RESPECT TO THIS WAIVER, AND AGREES TO THIS WAIVER AFTER CONSULTATION WITH COUNSEL AND WITH FULL UNDERSTANDING OF THE IMPLICATIONS HEREOF.

GRANTOR ACKNOWLEDGES THAT BENEFICIARY HAS BEEN INDUCED TO ACCEPT THIS GRANT BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

[Signature on next page.]


**SIGNATURE PAGE
SECOND DEED OF TRUST**

RCS - Villebois Investments, LLC, a
Colorado limited liability company

By 
Sharon K. Eshima, Manager

STATE OF COLORADO)
) ss.
County of Boulder)

On this 14th day of April, 2016 before me, the undersigned Notary Public in and for said State, personally appeared Sharon K. Eshima who said she is a Manager of RCS - Villebois Investments, LLC, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.


NOTARY PUBLIC FOR COLORADO
My Commission Expires: 1-20-2019

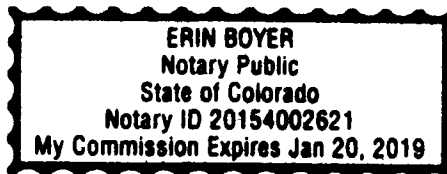


EXHIBIT A
LEGAL DESCRIPTION

Lot 12, VILLEBOIS VILLAGE CENTER, in the City of Wilsonville, County of Clackamas and State of Oregon.

Lots 76, 77, 78, 79, 81, 82, VILLEBOIS VILLAGE CENTER NO. 3, according to the official plat thereof, recorded June 6, 2014, as Recorder's Fee No. 2014-026961, in the City of Wilsonville, County of Clackamas and State of Oregon.

EXHIBIT B
FIXTURE FILING

This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Real Property is located with respect to any and all fixtures included in the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter becomes fixtures.

Name and address of Beneficiary (Secured Party) from whom information may be obtained:

Manufacturers and Traders Trust Company d/b/a M&T Bank
Commercial Real Estate
One Fountain Plaza
Buffalo, NY 14203
Attention: Robert Holway

Mailing address of Grantor (Debtor):

RCS - Villebois Development, LLC
371 Centennial Parkway, Suite 200
Louisville, Colorado 80027
Attn: Sharon K. Eshima

Information for entity Grantor:

Entity	State of Organization	Type of Organization	Organization Number
RCS - Villebois Development, LLC	Colorado	LLC	20131435879

Recording Requested and
When Recorded Return to:
Andrew D. Hahs
Bittner & Hahs, P.C.
4949 SW Meadows Road, Suite 260
Lake Oswego, OR 97035

Clackamas County Official Records
Sherry Hall, County Clerk

2016-025516

04/20/2016 02:17:27 PM

M-TD Cnt=5 Str=4 JANIS
\$135.00 \$16.00 \$20.00 \$10.00 \$22.00

\$203.00

The tax account numbers of the property subject to the lien or in which the interest is created are 05019408, 05025939, 05025940, 05025941, 05025942, 05025944, 05025945. In the event of any discrepancy between the real property covered by said Tax Account numbers and the legal description, the legal description for the property shall control.

LINE OF CREDIT CONSTRUCTION DEED OF TRUST
Assignment of Rents and Leases,
Security Agreement and Fixture Filing

GRANTOR: RCS - Villebois Development, LLC, a Colorado limited liability company

TRUSTEE: Lawyers Title of Oregon, LLC

BENEFICIARY: Manufacturers and Traders Trust Company d/b/a M&T Bank, a New York banking corporation, its successors and/or assigns

ORS 86.155 STATEMENTS:

MAXIMUM PRINCIPAL AMOUNT: \$3,714,000.00

MATURITY DATE: May 1, 2019.

THE MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED PURSUANT TO THE LOAN DOCUMENTS IS \$3,714,000.00; HOWEVER, SUCH MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED MAY BE EXCEEDED BY PRINCIPAL ADVANCES MADE TO COMPLETE CONSTRUCTION OF IMPROVEMENTS UPON THE SUBJECT PROPERTY AND/OR TO PROTECT THE SECURITY OF THIS DEED OF TRUST.

THIS DEED OF TRUST CONSTITUTES A CONSTRUCTION MORTGAGE AS DEFINED IN ORS 79.0334(8).

**LINE OF CREDIT CONSTRUCTION
DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS LINE OF CREDIT CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is made this 20 day of April, 2016, between RCS - Villebois Development, LLC, a limited liability company organized under the laws of the State of Colorado, whose address is 371 Centennial Parkway, Suite 200, Louisville, Colorado 80027 ("Grantor"); Lawyers Title of Oregon, LLC ("Trustee"), whose address is 121 SW Morrison Street, Suite 500, Portland, Oregon 97204; and Manufacturers and Traders Trust Company d/b/a M&T Bank, a New York banking corporation, its successors and/or assigns ("Beneficiary"), whose address is One M&T Plaza, Buffalo, New York 14203-2399.

Beneficiary is making a loan (the "Loan") in the principal amount of Three Million Seven Hundred Fourteen Thousand and No/100 Dollars (\$3,714,000.00) to be secured by that certain real property (the "Realty") described in the attached Exhibit A. Beneficiary is making the loan to reimburse Grantor some of the costs to acquire a portion of the Realty, allow Grantor to refinance a portion of the Realty, and provide funds to construct off-site improvements. The Loan is due and payable in full on May 1, 2019. The interest rate, payment terms, and balance due with respect to the Loan may be indexed, adjusted, renewed, or renegotiated in accordance with the terms of the Note (hereinafter defined) and/or on account of any extensions or renewals of the Note. The Loan is also secured by a Line of Credit Construction Second Deed of Trust from RCS – Villebois Investments, LLC, a Colorado limited liability company, to Beneficiary of even date herewith on property located in Wilsonville Oregon (the "Second Deed of Trust").

In consideration of the Loan, Grantor hereby irrevocably GRANTS, TRANSFERS, CONVEYS, and ASSIGNS to Trustee, IN TRUST, WITH POWER OF SALE, all of Grantor's present and future estate, rights, title, claim, interest, and demand, either in law or in equity, of, in, and to the following property (the "Property"):

(a) The Realty and all land lying in alleys, streets, and roads adjoining or abutting the Realty;

(b) All buildings, improvements, and tenements now or hereafter located on the Realty;

(c) All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the operation of, the Realty (whether such items are leased, owned absolutely or subject to any title retaining or security instrument, or otherwise used or possessed), including, without limitation, all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric, and communication fixtures, equipment, and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters, and furnaces, all ranges, stoves, disposers, refrigerators, and other appliances, all escalators and elevators, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows, and sash, all carpeting,

underpadding, and draperies, all furnishings of public spaces, halls, and lobbies, all shrubbery and plants, and all building materials; all of which items shall be deemed part of the Realty and not severable wholly or in part without material injury to the Realty;

(d) All easements, all access, air, and development rights, all minerals and oil, gas, and other hydrocarbon substances, all royalties, all water and water rights (whether decreed or undecead, tributary, nontributary or not nontributary, surface or underground, or appropriated or unappropriated), ditches and ditch rights, springs and spring rights, reservoirs and reservoir rights, and shares of stock in water, ditch and canal companies and all other evidence of such rights and all other rights, hereditaments, privileges, permits, licenses, franchises, and appurtenances now or hereafter belonging or in any way appertaining to the Realty;

(e) All of the rents, revenues, issues, profits, and income of the Property, and all right, title, and interest of Grantor in and to all present and future leases and other agreements for the occupancy or use of all or any part of the Realty, and all right, title, and interest of Grantor thereunder, including rentals and deposits or payments of similar nature; SUBJECT, HOWEVER, to the assignment of rents and other property to Beneficiary herein contained;

(f) All goods, inventory, equipment, building and other materials, supplies, and other tangible personal property of every nature now owned or hereafter acquired by Grantor and used, intended for use, or reasonably required in the construction, development, or operation of the Realty, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof;

(g) The right of Grantor to use all trademarks and trade names and symbols or logos used in connection therewith, or any modifications or variations thereof, in connection with the operation of the improvements existing or to be constructed on the Realty, together with all monies in the possession of Beneficiary (including, without limitation, proceeds from insurance, retainages and deposits for taxes and insurance), permits, licenses, certificates and authorizations necessary for the beneficial development, ownership, use, occupancy, operation and maintenance of the Realty; security deposits, deposit accounts and other bank or similar accounts of Grantor (together with all amounts in any such accounts), including, without limitation, any operating accounts relating to the Property, income, revenues, contract rights and general intangibles, in each case whether now owned or hereafter acquired, and including proceeds thereof, relating in any way to, or arising in any manner from, Grantor's ownership, use, operation, leasing, or sale of all or any part of the Property, specifically including but in no way limited to any right which Grantor may have or acquire to transfer any development rights from the Realty to other real property, and any development rights which may be so transferred. Without limiting the generality of the foregoing, the following rights shall be included within the term "Intangible Personality":

(1) All of Grantor's right, title and interest in and to all agreements and contracts now or hereafter entered into by Grantor with any and all architects, contractors, subcontractors, materialmen, laborers and other persons or entities, which relate in any way to the construction of improvements (including, without limitation, tenant improvements) on any part of the Realty and any and all agreements and contracts entered into by Grantor;

(2) All of Grantor's right, title and interest in and to all plans and specifications used or which may be used to design and construct improvements (including, without limitation, tenant improvements) on any part of the Realty; and

(3) All of Grantor's right, title and interest under any and all agreements evidencing or securing any interest rate swap, cap, collar, forward, option or floor transaction or any other transaction to protect against fluctuations in interest rates on the Loan entered into by Grantor with any counterparty, including all amounts received by Grantor thereunder.

Nothing herein shall be construed as imposing on Beneficiary, or as constituting an assumption by Beneficiary of, any obligation of Grantor under any of the foregoing contracts, agreements or documents.

(h) All books records and tax refunds concerning or related to any or all of the foregoing;

(i) All insurance policies, rights thereto, and all unearned premiums returnable upon cancellation; and all of Grantor's right, title and interest in and to awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, casualty or injury to, or decrease in the value of, any of the Realty or the Property, including, without limitation, any and all insurance payments and proceeds relating to such property; and

(j) All products, proceeds, replacements and substitutions of any of the foregoing.

TO SECURE THE FOLLOWING (collectively the "Secured Obligations"):

(1) Payment of the Loan, with interest thereon, according to the terms and provisions of a Term Note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all modifications, extensions, renewals, and replacements thereof (the "Note").

(2) Payment of all sums advanced to protect the security of this Deed of Trust, together with interest thereon as herein provided;

(3) Payment of all other sums which are or which may become owing under the Loan Documents (hereinafter defined);

(4) Performance of all of Grantor's other obligations under the Loan Documents (defined below);

(5) Payment of the principal of and interest on all other future loans or advances made by Beneficiary to Grantor when the promissory note evidencing the loan or advance specifically states that it is secured by this Deed of Trust, including all modifications, extensions, renewals, and replacements of any such future loan or advance;

(6) Payment of all amounts owing under the Letter of Credit Facility dated August 7, 2015 in the amount of \$66,190.75 having RCS – Villebois Development, LLC as Borrower and

Manufacturers and Traders Trust Company d/b/a M&T Bank as Lender; and

(7) Payment of all amounts owing under the Letter of Credit Facility dated August 7, 2015 in the amount of \$59,087.00 having RCS – Villebois Development, LLC as Borrower and Manufacturers and Traders Trust Company d/b/a M&T Bank as Lender.

As used herein, the term “Loan Documents” means the Note, this Deed of Trust, the Second Deed of Trust, the Loan Agreement of even date herewith between Grantor and Beneficiary, any Uniform Commercial Code Financing Statement filed in connection herewith, and any other instrument or document evidencing or securing the Loan or otherwise executed in connection therewith, together with all modifications, extensions, renewals and replacements thereof.

In addition to the Loan Documents, Grantor has executed an Environmental Compliance and Indemnification Agreement (the “Indemnity Agreement”) in connection with the Note and one or more guarantors have guaranteed the Secured Obligations under one or more Guarantees. Notwithstanding any other provision of this Deed of Trust, any other Loan Document, the Indemnity Agreement or the Guarantees, this Deed of Trust does not secure (i) any obligations under the Indemnity Agreement, (ii) any obligations under this Deed of Trust or any other Loan Document that are substantially equivalent to the obligations arising under the Indemnity Agreement; or (iii) any obligations of the guarantors under the Guarantees, and none of these unsecured obligations shall be included in the term “Secured Obligations.”

GRANTOR HEREBY REPRESENTS, WARRANTS, COVENANTS, AND AGREES AS FOLLOWS:

ARTICLE I TITLE AND USE

1.1 Warranty of Title. Grantor represents and warrants to Beneficiary that: (a) Grantor has good and marketable title in fee simple to the Realty and is the sole and absolute owner of the Property; (b) the Property is free from liens, encumbrances, exceptions, or other charges of any kind whatsoever other than those easements, restrictions, liens, leases and encumbrances stated in Schedule B, Part I of the policy or policies of title insurance delivered to Beneficiary as of the recordation of this Deed of Trust, the “Permitted Exceptions,” and any other liens, encumbrances, exceptions, or charges expressly permitted by the terms of this Deed of Trust, and no others, whether superior or inferior to this Deed of Trust, will be created or suffered to be created by Grantor during the life of this Deed of Trust without the prior written consent of Beneficiary; (c) that no default on the part of Grantor or any other person exists under any of the Permitted Exceptions and, as applicable, all are in full force and effect and in good standing, without modification; and (d) that Grantor has the right to grant, transfer, convey, and assign the Property as herein provided. Grantor, for itself and its successors and assigns, hereby agrees to forever warrant and defend the Property granted and conveyed in trust pursuant to this Deed of Trust against all claims and demands of any other person whomsoever, subject only to non-delinquent installments of taxes and assessments and Permitted Exceptions. The warranties contained in this Section 1.1 shall survive foreclosure of this Deed of Trust, and shall inure to the

benefit of and be enforceable by any person who may acquire title to the Property pursuant to any such foreclosure.

1.2 Commercial Trust Deed. Grantor represents and warrants to Beneficiary that this Deed of Trust and the Loan are and at all times will be for business and commercial purposes and that no portion of the Loan will be used by Grantor for personal, family or household purposes.

ARTICLE II GRANTOR'S COVENANTS

2.1 Payment and Performance of Secured Obligations. Grantor shall pay when due all sums which are now or which may become owing on the Note, and shall pay and perform all other Secured Obligations, in accordance with their terms.

2.2 Payment of Taxes, Utilities, Liens, and Charges.

(a) Taxes and Assessments. Except as the same may otherwise be paid under Article III relating to reserves, Grantor shall pay when due directly to the payee thereof all taxes and assessments (including, without limitation, non-governmental levies or assessments such as maintenance charges, owner association dues or charges, or fees, levies, or charges resulting from covenants, conditions, or restrictions) levied, assessed, or charged against or with respect to the Property or this Deed of Trust. Grantor shall promptly furnish to Beneficiary all notices of amounts due under this Section 2.2(a) and all receipts evidencing such payments. Without in any way limiting the generality of the foregoing provisions of this Section 2.2(a), if, during the term of the Loan, there is any change in applicable law which results in Beneficiary being subjected to (i) any tax measured by or based on, in whole or in part, the indebtedness secured hereby or (ii) any portion of any tax payable with respect to the Property, Grantor shall, on demand, pay to Beneficiary the amount of any such tax paid by Beneficiary or shall promptly prepay the Secured Obligations.

(b) Utilities. Grantor shall pay when due all utility charges and assessments for services furnished the Property.

(c) Liens and Charges. Grantor shall pay when due the claims of all persons supplying labor or materials to or in connection with the Property. Without waiving the restrictions of Article IV, Grantor shall promptly discharge any lien or other charge, whether superior or inferior to this Deed of Trust, which may be claimed against the Property. Notwithstanding the foregoing provisions of this Section 2.2(c), Grantor shall not be deemed to be in default under this Section 2.2(c) if and so long as (i) Grantor contests in good faith the validity or amount of any asserted lien or other charge and diligently prosecutes or defends an action appropriate to obtain a binding determination of the disputed matter, (ii) nonpayment of such lien or charge does not result in the loss or forfeiture of any of the Property or any interest therein, and (iii) Grantor furnishes cash, a surety bond, or other security in form and content and issued by a company satisfactory to Beneficiary, as security for any payment which may ultimately be required to discharge the lien or charge, in an amount equal to 150 percent of the amount of the

asserted lien or charge. Beneficiary agrees that a surety bond in the amount required hereunder and otherwise satisfying the requirements of any applicable law relating to bonding around such a lien or charge shall be satisfactory to Beneficiary under clause (iii) above.

- 2.3 Assessments Against Property. Grantor will not, without the prior written approval of Beneficiary, which may be withheld for any reason, consent to or allow the creation of any so-called special districts, special improvement districts, benefit assessment districts or similar districts, or any other body or entity of any type, or allow to occur any other event, that would or might result in the imposition of any additional taxes, assessments or other monetary obligations or burdens on the Property, and this provision shall serve as RECORD NOTICE to any such district or districts or any governmental entity under whose authority such district or districts exist or are being formed that, should Grantor or any other person or entity include all or any portion of the Property in such district or districts, whether formed or in the process of formation, without first obtaining Beneficiary's express written consent, the rights of Beneficiary in the Property pursuant to this Deed of Trust or following any foreclosure of this Deed of Trust, and the rights of any person or entity to whom Beneficiary might transfer the Property following a foreclosure of this Deed of Trust, shall be senior and superior to any taxes, charges, fees, assessments or other impositions of any kind or nature whatsoever, or liens (whether statutory, contractual or otherwise) levied or imposed, or to be levied or imposed, upon the Property or any portion thereof as a result of inclusion of the Property in such district or districts.

2.4 Insurance.

(a) Coverages Required: Grantor shall keep the following insurance coverages in effect with respect to the Property:

(i) Insurance against loss by fire and the hazards now or hereafter embraced by the standard "extended coverage" form of insurance, in an amount equal at all times to the full insurable value of the improvements then located on the Property. All such insurance coverage shall contain a "replacement cost endorsement" satisfactory to Beneficiary.

(ii) Flood risk insurance in the maximum amount of insurance coverage available or the full replacement cost of the buildings on the Property, whichever is less, if the Property is now or hereafter designated as being located within the 100-year flood plain under the federal flood insurance program and if flood insurance is available.

(iii) Comprehensive public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Property (including coverage for elevators and escalators, if any, on the Property), with the coverage being in an amount of not less than \$1,000,000 for bodily injury or death to any one person, \$2,000,000 for any one occurrence, and \$1,000,000 for property damage, or in such greater amount(s) as Beneficiary may require.

(iv) Business interruption or loss of rent insurance in an amount not less than one year's rents from the Property.

(v) Insurance against such similar or other hazards, casualties, liabilities, and contingencies, in such forms and amounts, as Beneficiary may from time to time require.

(b) Policies. Each insurance policy shall be issued by a company acceptable to Beneficiary and licensed to do business in the state in which the Property is located and shall be in a form acceptable to Beneficiary. Each hazard insurance policy shall include a Form 438BFU or equivalent mortgagee endorsement in favor of and in form acceptable to Beneficiary, and all insurance policies shall name Beneficiary as an additional insured. All required policies will provide for at least thirty (30) days' written notice to Beneficiary prior to the effective date of any cancellation or material amendment, which term shall include any reduction in the scope or limits of coverage. Grantor shall furnish to Beneficiary the original of each required insurance policy, or a certified copy thereof together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number, and the expiration date. As additional security for the Secured Obligations, Grantor hereby assigns to Beneficiary all insurance policies, together with all proceeds thereof, rights thereto, and all unearned premiums returnable upon cancellation.

(c) Payment; Renewals. Grantor shall promptly furnish to Beneficiary all renewal notices relating to insurance policies. Except as the same may otherwise be paid under Article III relating to reserves, Grantor shall pay all premiums on insurance policies directly to the carrier. At least thirty (30) days prior to the expiration date of each such policy, Grantor shall furnish to Beneficiary a renewal policy in a form acceptable to Beneficiary, together with evidence that the renewal premium has been paid.

(d) Insurance Proceeds.

(i) In the event of any loss, Grantor shall give prompt written notice thereof to the insurance carrier and Beneficiary. Grantor hereby authorizes Beneficiary, as Grantor's attorney-in-fact, to make proof of loss, to adjust and compromise any claim, to commence, appear in, and prosecute, in Beneficiary's or Grantor's names, any action relating to any claim and to collect and receive insurance proceeds; provided, however, that Beneficiary shall have no obligation to do so.

(ii) All sums paid under any insurance policy required in Section 2.4(a) shall be paid to the Beneficiary. Provided no Event of Default then exists and Grantor certifies as to same, the net insurance proceeds (after deduction of Beneficiary's costs and expenses, if any, in collecting the same) shall be made available for the restoration or repair of the Property if, in Beneficiary's sole and absolute judgment: (a) insurance proceeds and additional funds deposited by the Grantor with Beneficiary prior to the commencement of any repair or reconstruction are adequate to complete repair and reconstruction of the Property pursuant to plans and specifications approved by Beneficiary; (b) disbursement procedures acceptable to Beneficiary are in place, which procedures shall include provisions

for the deposit of construction shortfalls, collection of lien waivers, issuance of title policies by a title insurance company, payment of Beneficiary's fees and expenses in disbursing, and coordination of work, and Grantor shall have reimbursed Beneficiary for all of its reasonable out-of-pocket expenses in connection with such reconstruction and disbursement, including, without limitation, title insurance fees, inspection fees, attorneys' fees, and architect's fees; (c) Beneficiary shall have received such consents and assurances from municipal authorities, commercial tenants in the Property, and others, as Beneficiary may request, including, without limitation, assurances that the commercial tenants are not in default and that the commercial tenants will continue as tenants in the Property upon completion of the repair or reconstruction work under leases with substantially the same terms as their original leases; and (d) Beneficiary shall have received such assurances as Beneficiary may request that the repairs or reconstruction will be completed by the then current Maturity Date. If the above conditions are not satisfied as to application of insurance proceeds, and in any event as to condemnation awards, Beneficiary shall apply the same (after first deducting therefrom Beneficiary's reasonable expenses incurred in collecting the same, including but not limited to actual attorneys' fees) to the reduction of the outstanding principal balance of the Loan or, at Beneficiary's election in its sole discretion, to payment of the restoration, repair, replacement or rebuilding of the property that is damaged or destroyed in such manner as Beneficiary may determine.

(e) Transfer of Title. If the Property is sold pursuant to Article VIII or if Beneficiary otherwise acquires title to the Property, Beneficiary shall have all of the right, title, and interest of Grantor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

WARNING

Unless Grantor provides Beneficiary with evidence of the insurance coverage as required by this Section 2.3, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the Property becomes damaged, the coverage Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's debt. If the cost is added to Grantor's debt, the interest rate on the Note will apply to this additional debt. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage.

The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

2.5 Preservation and Maintenance of Property; Right of Entry.

(a) Preservation and Maintenance. Grantor (i) shall not commit or suffer any waste or permit any impairment or deterioration of the Property, (ii) shall not abandon the Property, (iii) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing, in the event of any damage, injury, or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (iv) shall keep the Property, including improvements, fixtures, equipment, machinery, and appliances thereon, in good condition and repair and shall replace fixtures, equipment, machinery, and appliances of the Property when necessary to keep such items in good condition and repair, and (v) shall generally operate and maintain the Property in a manner to ensure maximum revenue.

(b) Alterations. No building or other improvement on the Realty shall be structurally altered, removed, or demolished, in whole or in part, without Beneficiary's prior written consent, nor shall any fixture or chattel covered by this Deed of Trust and adapted to the use and enjoyment of the Property be removed at any time without such consent, unless actually replaced by an article of equal suitability, owned by Grantor, free and clear of any lien or security interest except such as may be approved in writing by Beneficiary.

(c) Right of Entry. Beneficiary is hereby authorized to enter the Property, including the interior of any structures, at reasonable times and after reasonable notice, for the purpose of inspecting the Property and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder.

(d) Management. Unless Beneficiary agrees otherwise in writing, Grantor shall cause the Property to be managed by a management company reasonably acceptable to Beneficiary. Grantor shall not change the management of the Property without Beneficiary's prior written consent, which shall not be unreasonably withheld or delayed.

2.6 Parking. If any part of the automobile parking areas included within the Property is taken by condemnation or if such areas are otherwise reduced, Grantor shall take all necessary actions to provide parking facilities in kind, size, and location to comply with all governmental zoning and other regulations and all leases. Before making any contract for substitute parking facilities, Grantor will furnish to Beneficiary satisfactory assurance of completion thereof free of liens and in conformity with all government zoning and other regulations.

2.7 Use of Property. Grantor shall comply with all laws, ordinances, regulations, and requirements, of any governmental body and all other covenants, conditions, and restrictions applicable to the Property, and pay all fees and charges in connection therewith. Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Grantor shall not allow changes in the use for which all or any part of the Property was intended at the time this Deed of Trust was executed. Grantor shall not initiate or acquiesce in a change in the land use or zoning classification of the Property without Beneficiary's prior written consent.

2.8 Condemnation.

(a) Proceedings. Grantor shall promptly notify Beneficiary of any action or proceeding relating to any condemnation or other taking (including, without limitation, change of grade), whether direct or indirect, of the Property or any part thereof or interest therein, and Grantor shall appear in and prosecute any such action or proceeding unless otherwise directed by Beneficiary in writing. Grantor authorizes Beneficiary, at Beneficiary's option, as attorney-in-fact for Grantor, to commence, appear in, and prosecute, in Beneficiary's or Grantor's names, any action or proceeding relating to any such condemnation or other taking, and to settle or compromise any claim in connection with such condemnation or other taking; provided, however, that Beneficiary shall have no obligation to do so. All awards, payments, damages, direct, consequential, and otherwise, claims, and proceeds thereof, in connection with any such condemnation or other taking, or for conveyances in lieu of condemnation, are hereby assigned to Beneficiary, and all proceeds of any such awards, payments, damages, or claims shall be paid to Beneficiary subject to the rights of the lessor under any ground lease.

(b) Application of Proceeds. Beneficiary shall apply any such proceeds in the manner and upon the terms and conditions set forth in Section 2.4(d)(ii) relating to the application of insurance proceeds.

2.9 Protection of Beneficiary's Security. Grantor shall give notice to Beneficiary of and shall, at its expense, appear in and defend any action or proceeding that might affect the Property or title thereto or the interests of Beneficiary or Trustee therein or the rights or remedies of Beneficiary or Trustee. If any such action or proceeding is commenced, or if Beneficiary or Trustee is made a party to any such action or proceeding by reason of this Deed of Trust, or if Grantor fails to perform any obligation on their part to be performed hereunder, then Beneficiary and/or Trustee, each in its own discretion, may make any appearances, disburse any sums, make any entries upon the Property, and take any actions as may be necessary or desirable to protect or enforce the security of this Deed of Trust, to remedy Grantor's failure to perform covenants (without, however, waiving any default by Grantor), or otherwise to protect Beneficiary's or Trustee's interests. Grantor agrees to pay all costs and expenses, including attorneys' fees, of Beneficiary and Trustee thus incurred. This Section 2.9 shall not be construed to require Beneficiary or Trustee to incur any expenses, make any appearances, or take any actions.

2.10 Reimbursement of Beneficiary's and Trustee's Expenses. All amounts disbursed by Beneficiary and Trustee pursuant to Section 2.9 or any other provision of this Deed of Trust, with interest thereon, shall be additional indebtedness of Grantor secured by this Deed of Trust. All such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate as provided in the Note (the "Default Rate") or the maximum rate, if any, which may be collected from Grantor on such amounts by the payee thereof under applicable law, if less.

ARTICLE III RESERVES

3.1 Deposits. Grantor shall, at the time of making each installment payment under the Note, deposit with Manufacturers and Traders Trust Company in a bank control account, a sum, as reasonably estimated by Beneficiary, equal to (a) the taxes and special assessments due on the Property for the next tax year, (b) if required by Beneficiary, the rents under any ground lease, and (c) if required by Beneficiary, the premiums next due on the insurance policies required under this Deed of Trust, less all sums already deposited therefor, divided by the number of months to elapse before two months prior to the beginning of such tax year or the date when such rents and premiums will become delinquent, as the case may be. Beneficiary may require Grantor to deposit with Beneficiary, in advance, such other sums for other taxes, assessments, premiums, charges, and impositions in connection with the Property as Beneficiary deems necessary to protect Beneficiary's interests (herein "Other Impositions"). Such sums for Other Impositions shall be deposited in a lump sum or in periodic installments, at Beneficiary's option. If requested by Beneficiary, Grantor shall promptly deliver to Beneficiary all bills and notices with respect to any rents, taxes, assessments, premiums, and Other Impositions. All sums deposited with Beneficiary under this Section 3.1 are hereby pledged as additional security for the Secured Obligations.

3.2 Application of Deposits. All sums deposited by Grantor under this Article III shall be held by Beneficiary and applied in such order as Beneficiary elects to pay such rents, taxes, assessments, premiums, and Other Impositions; in the event of default hereunder, such sums may be applied, in whole or in part, to indebtedness secured hereby. The arrangement provided for in this Article III is solely for the added protection of Beneficiary and entails no responsibility on Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon any assignment of this Deed of Trust by Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of Beneficiary with respect thereto shall terminate. Each permitted transfer of the Property shall automatically transfer to the transferee all rights of Grantor with respect to any funds accumulated hereunder.

3.3 Adjustment to Deposits. If the total deposits held by Beneficiary under this Article III exceeds the amount deemed necessary by Beneficiary to provide for the payment of such rents, taxes, assessments, premiums, and Other Impositions as the same fall due, then such excess shall, provided no Event of Default then exists hereunder, be credited by Beneficiary on the next due installment or installments of such deposits. If at any time the total of deposits held by Beneficiary is less than the amount deemed necessary by Beneficiary to provide for the payment thereof as the same fall due, then Grantor shall deposit the deficiency with Beneficiary within thirty (30) days after written notice to Grantor stating the amount of the deficiency.

3.4 Conditional Waiver of Deposit Requirement – Taxes. Notwithstanding Sections 3.1 through 3.3 above, Beneficiary shall not request that Grantor deposit funds into escrow for the payment of taxes, provided that each of the following conditions is true at all times while the Secured Obligations are outstanding:

- (a) All taxes and special assessments referenced in Section 3.1 above are paid on or before the date on which the same are due and payable and prior to the time that any

interest or other penalties for delinquencies may accrue, and timely written evidence of such payment is submitted to Beneficiary; and

(b) There exist no defaults under the Loan Agreement, this Deed of Trust or any of the other Loan Documents.

Beneficiary reserves the right to require the tax escrow deposits contemplated by Section 3.1 above if any of the above conditions is not satisfied while the Secured Obligations are outstanding.

ARTICLE IV RESTRICTIONS ON TRANSFER, ENCUMBRANCE OR CHANGES

4.1 Restrictions on Transfers of the Property. Neither the Property nor any part thereof or interest therein shall be encumbered, sold (by contract or otherwise), conveyed, or otherwise transferred by Grantor without Beneficiary's prior written consent.

4.2 Restrictions on Transfers of Interests in Grantor. Grantor shall comply with Section 3.9 of the Loan Agreement.

4.3 Restrictions on Changes to Grantor. Grantor will not, without the prior written consent of Beneficiary, change its name, convert from one type of legal entity into another type of legal entity, merge or consolidate into another entity or change its state of organization.

4.4 Required Information. For any transfer that requires Beneficiary's consent, or any transfer of 20% or more direct or indirect interest in Grantor, Grantor and any proposed transferee shall deliver to Beneficiary, sufficiently in advance of any proposed transfer, all information and documentation required by Beneficiary to evidence or facilitate compliance by Grantor, the proposed transferee and Beneficiary with all applicable laws and regulations, including, without limitation, all "know your customer" rules in effect from time to time pursuant to the Bank Secrecy Act, USA PATRIOT Act and other applicable laws. Any failure by Grantor, any actual or proposed transferee, or any necessary third party, to deliver to Beneficiary, in a timely manner, any material information or documentation requested, or any misrepresentation or inaccuracy with respect to such information or documentation, or if Beneficiary reasonably determines that any transfer would potentially violate Beneficiary's regulatory compliance policies or applicable law, shall permit Beneficiary to deny, withdraw or cancel any consent hereunder, without liability.

4.5 Violations of this Article. Any actions under this Article IV taken without Beneficiary's prior written consent where such consent is required, shall constitute an Event of Default hereunder and shall be deemed to increase the risk of Beneficiary, and Beneficiary may declare all sums secured hereby immediately due and payable.

4.6 Grantor Remains Liable. Notwithstanding any permitted transfer, Grantor shall remain fully liable to Beneficiary for payment of the Loan.

ARTICLE V
UNIFORM COMMERCIAL CODE SECURITY AGREEMENT

5.1 Grant to Beneficiary. This Deed of Trust constitutes a security agreement pursuant to the Oregon Uniform Commercial Code (the "UCC") with respect to any of the Property which, under applicable law, is not real property or effectively made part of the Realty by the provisions of this Deed of Trust (the "Article 9 Property"), and Grantor hereby grants Beneficiary a first and prior security interest in all such property to secure the payment and performance of the Secured Obligations. To the extent any of the Article 9 Property may be or have been acquired with funds advanced by Beneficiary under the Loan Documents, this security interest is a purchase money security interest.

5.2 Beneficiary's Rights and Remedies. With respect to the Article 9 Property subject to the foregoing security interest, Beneficiary has all of the rights and remedies (i) of a secured party under the UCC, (ii) provided herein, including, without limitation, the right to cause such Property to be sold by Trustee under the power of sale granted by this Deed of Trust, and (iii) provided by law. In exercising its remedies, Beneficiary may proceed against the items of real property and any items of personal property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies. Upon demand by Beneficiary following an Event of Default hereunder, Grantor shall assemble any items of personal property and make them available to Beneficiary at the Property, a place which is hereby deemed to be reasonably convenient to both parties. Beneficiary shall give Grantor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such Property or of the time of or after which any private sale or any other intended disposition is to be made, and such notice shall constitute reasonable notice to Grantor. Any person permitted by law to purchase at any such sale may do so. Such Property may be sold at any one or more public or private sales as permitted by applicable law. All expenses incurred in realizing on such Property shall be borne by Grantor.

5.3 Financing Statement. Grantor hereby authorizes Beneficiary to prepare, record and file such financing statements and further assurances, in form and substance satisfactory to Beneficiary, as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder. Further, by signing this Deed of Trust (which includes a security agreement), Grantor authorizes the filing of financing statements, and amendments, covering (i) the Article 9 Property and (ii) property which becomes collateral under UCC Section 9-315(a)(2). Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor's chief executive office and its state of organization are in the State of Colorado at the address set forth in the first paragraph of this Deed of Trust.

5.4 Fixture Filing. As set forth in the attached Exhibit B, this Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC against all of the Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Grantor) and Secured Party (Beneficiary) as set forth in the attached Exhibit B.

ARTICLE VI
ASSIGNMENT OF RENTS AND LEASES

6.1 Assignment. As part of the consideration for the indebtedness evidenced by the Note, and not as additional security therefor, Grantor hereby assigns and transfers to Beneficiary (a) all right, title, and interest of Grantor in and to any and all present and future leases and other agreements for the occupancy or use of all or any part of the Property, and any and all extensions, renewals, and replacements thereof (collectively, "Leases"), and all right, title, and interest of Grantor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits, or payments of a similar nature, (b) any and all guaranties of tenants' or occupants' performances under any and all Leases, and (c) all rents, issues, profits, and revenues (collectively, "Rents") which are now due, which may become due, or to which Grantor is now or may hereafter become entitled or may demand or claim (including Rents coming due during any redemption period), arising or issuing from or out of any and all Leases, including, without limitation, minimum, additional, percentage, and deficiency rents and liquidated damages, including Grantor's right, power and authority to modify the terms of any such Leases, or extend or terminate any such Leases. It is the intention of Grantor to establish a present, absolute and irrevocable transfer and assignment to Beneficiary of all of Grantor's right, title and interest in, to and under the Leases. Grantor and Beneficiary intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the Property. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the state in which the Property is located, then the Leases shall be included as a part of the Property and it is the intention of the Grantor that in this circumstance this Deed of Trust create and perfect a lien on the Leases in favor of Beneficiary, which lien shall be effective as of the date of this Deed of Trust.

6.2 Grantor's Rights to Collect Rent. Notwithstanding the foregoing, Grantor shall have the right to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until an Event of Default shall occur hereunder or under the Note or any other instrument now or hereafter securing the Note. Grantor shall not receive or accept Rent under any Lease for more than one month in advance.

6.3 Grantor's Rights Under Leases Prior to Default. Until Beneficiary gives notice to Grantor of Beneficiary's exercise of its rights under this Article, Grantor shall have all rights, power and authority granted to Grantor under any Lease (except as otherwise limited by this Article), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Notwithstanding the foregoing, Grantor will not modify any material term of any Lease (including, without limitation, provisions related to rent, additional rent, lease term, demised premises, termination rights, or material landlord obligations) without Beneficiary's prior written consent, which consent shall not be unreasonably withheld or delayed, and Grantor will not terminate any Lease without Beneficiary's prior written consent. Upon the occurrence of an Event of Default, the permission given to Grantor pursuant to this Section 6.3 to exercise all rights, power and authority under Leases shall automatically terminate. Grantor shall comply with and observe Grantor's obligations under all Leases, including Grantor's obligations pertaining to the maintenance and disposition of tenant security deposits.

6.4 Beneficiary's Obligations Prior to Entry. Grantor acknowledges and agrees that the exercise by Beneficiary, either directly or by a receiver, of any of the rights conferred under this Article shall not be construed to make Beneficiary a mortgagee-in-possession of the Property so long as Beneficiary has not itself entered into actual possession of the Property. The acceptance by Beneficiary of the assignment of the Leases pursuant to this Article shall not at any time or in any event obligate Beneficiary to take any action under this Deed of Trust or to expend any money or to incur any expenses. Beneficiary shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Property. Prior to Beneficiary's actual entry into and taking possession of the Property, Beneficiary shall not (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the Property; or (iii) be responsible for the operation, control, care, management or repair of the Property or any portion of the Property. The execution of this Deed of Trust by Grantor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of Grantor, prior to such actual entry and taking of possession.

6.5 Beneficiary's Rights After Default. Upon delivery of notice by Beneficiary to Grantor of Beneficiary's exercise of Beneficiary's rights under this Article at any time after the occurrence of an Event of Default, and without the necessity of Beneficiary entering upon and taking and maintaining control of the Property directly, by a receiver, or by any other manner or proceeding permitted by law, Beneficiary immediately shall have all rights, powers and authority granted to Grantor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

ARTICLE VII EVENTS OF DEFAULT

7.1 Events of Default. The occurrence of any one or more of the following shall constitute an event of default hereunder:

- (a) The occurrence of an Event of Default under the Note, the Loan Agreement or any other Loan Document.
- (b) Failure to perform any other covenant, agreement, or obligation under this Deed of Trust and the failure to cure such non-performance either (i) within an initial cure period of thirty (30) consecutive days after written notice from Beneficiary, or (ii) if Beneficiary determines such cure cannot reasonably be completed within such 30-day period and so notifies Grantor, and so long as Grantor begins within such 30-day period and continues diligently to cure the failure, then within a total cure period of sixty (60) days. Notwithstanding the foregoing, if a specific cure period is separately provided for such breach or failure under this Deed of Trust, no additional cure period shall be provided by this subsection (b).
- (c) The occurrence of an Event of Default under the Second Deed of Trust.

(d) A violation of Article IV of this Deed of Trust.

7.2 Form of Notice. At Beneficiary's option, any written notice of default required to be given to Grantor under Section 7.1 may be given in the form of a statutory notice of default under the laws of the State of Oregon relating to non-judicial foreclosures of trust deeds.

ARTICLE VIII REMEDIES

Immediately upon or any time after the occurrence of any Event of Default hereunder, Beneficiary may exercise any remedy available at law or in equity, including, without limitation, those listed below and those listed in the other Loan Documents, in such sequence or combination as Beneficiary may determine in Beneficiary's sole discretion:

8.1 Acceleration Upon Default; Additional Remedies. Beneficiary may, at its option and without notice to or demand upon Grantor:

- (a) Declare any or all indebtedness secured by this Deed of Trust to be due and payable immediately.
- (b) Bring a court action to enforce the provisions of, or any of the indebtedness or obligations secured by, this Deed of Trust.
- (c) Bring a court action for appointment of a receiver.
- (d) Foreclose this Deed of Trust as a mortgage.
- (e) Cause any or all of the Property to be sold under the power of sale granted by this Deed of Trust in any manner permitted by applicable law.
- (f) Exercise any or all of the rights and remedies provided for herein in the Event of Default hereunder.
- (g) Notwithstanding the availability of legal remedies, obtain specific performance, mandatory or prohibitory injunctive relief, or other equitable relief requiring Grantor to cure or refrain from repeating any default.
- (h) Enter and take possession of the Property without seeking or obtaining the appointment of a receiver, employ a managing agent for the Property, and lease or rent all or any part of the Property, either in Beneficiary's name or in the name of Grantor, and collect the rents, issues, and profits of the Property.
- (i) Exercise any other right or remedy available under law or in equity.

8.2 Appointment of Receiver. Beneficiary shall be entitled, as a matter of absolute right and without regard to the adequacy of Beneficiary's security or Grantor's solvency, to the appointment of a receiver for the Property upon *ex parte* application to any court of competent jurisdiction. Grantor waives any right to any hearing or notice of hearing prior to the

appointment of a receiver. Such receiver and his agents shall be empowered (a) to take possession of the Property, all of Borrower's deposit accounts and other accounts, any businesses conducted by Grantor or any other person thereon, and any business assets used in connection with any of the foregoing, and, if the receiver deems it appropriate, to operate the same, (b) to exclude Grantor and Grantor's agents, servants, and employees from the Property, (c) to collect the rents, issues, profits, and income therefrom, (d) to complete any construction which may be in progress, (e) to do such maintenance and make such repairs and alterations as the receiver deems necessary, (f) to use all stores of materials, supplies, and maintenance equipment on the Property and replace such items at the expense of the receivership estate, (g) to pay all taxes and assessments against the Property and any personal property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, and (h) generally to do anything which Grantor could legally do if Grantor were in possession of the Property. Immediately upon appointment of a receiver, Grantor shall surrender possession of the Property to the receiver and shall deliver to the receiver all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits and prepaid Rents. Grantor will be responsible for all expenses incurred by the receiver or his agents, and all such expenses shall constitute a part of the Secured Obligations. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including attorneys' fees incurred by the receiver and by Beneficiary, together with interest thereon at the Default Rate set forth in the Note or the maximum rate permitted by applicable law, if less, from the date incurred until repaid, and the balance shall be applied toward the Secured Obligations or in such other manner as the court may direct. Unless sooner terminated with the express consent of Beneficiary, any such receivership will continue until the Secured Obligations have been discharged in full, or until title to the Property has passed after foreclosure sale.

8.3 Exercise of Power of Sale. For any sale under the power of sale granted by this Deed of Trust, Beneficiary or Trustee shall record and give all notices required by law and then, upon the expiration of such time as is required by law, Trustee may sell the Property upon any terms and conditions specified by Beneficiary and permitted by applicable law. Trustee may postpone any sale by public announcement at the time and place noticed for the sale. If the Property includes several lots or parcels, Beneficiary in its discretion may designate their order of sale or may elect to sell all of them as an entirety. The Property, real, personal, and mixed, may be sold in one parcel. Any person permitted by law to do so may purchase at any sale. Upon any sale, Trustee will execute and deliver to the purchaser or purchasers a deed or deeds conveying the Property sold, but without any covenant or warranty, express or implied, and the recitals in the Trustee's deed showing that the sale was conducted in compliance with all the requirements of law shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

8.4 Application of Sale Proceeds. The proceeds of any sale under this Deed of Trust will be applied in the following manner:

FIRST: To payment of the costs and expenses of the sale, including, without limitation, Trustee's fees, attorneys' fees and disbursements, title charges, and transfer taxes, and payment of all expenses, liabilities, and advances of Trustee, together with interest on all advances made by Trustee from date of disbursement at the applicable interest rate under

the Note from time to time or at the maximum rate permitted to be charged by Trustee under the applicable law, if less.

SECOND: To payment of all sums expended by Beneficiary under the terms of this Deed of Trust and not yet repaid, together with interest on such sums from date of disbursement at the Default Rate or the maximum rate permitted by applicable law, if less.

THIRD: To payment of all other indebtedness secured by this Deed of Trust (including, without limitation, any applicable prepayment penalty or fee) in any order that the Beneficiary chooses.

FOURTH: The remainder, if any, to the person or persons legally entitled to it.

8.5 Waiver of Order of Sale and Marshaling. Grantor waives all rights to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust, and also any right to have any of the Property marshaled upon any sale.

8.6 Non-Waiver of Defaults. The entering upon and taking possession of the Property, the collection of any partial payment, Rents, the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application or release thereof as herein provided, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8.7 Performance of Defaulted Obligations. Beneficiary may make any payment or perform any other obligation under the Loan Documents which Grantor has failed to make or perform, and Grantor hereby irrevocably appoints Beneficiary as the true and lawful attorney-in-fact for Grantor to make any such payment and perform any such obligation in the name of Grantor. All payments made and expenses (including attorneys' fees) incurred by Beneficiary in this connection, together with interest thereon at the Default Rate set forth in the Note, or the maximum rate which may be collected from Grantor under applicable law, if less, from the date paid or incurred until repaid, will be part of the Secured Obligations and will be immediately due and payable by Grantor to Beneficiary. In lieu of advancing Beneficiary's own funds for such purposes, Beneficiary may use any funds of Grantor which may be in Beneficiary's possession, including, without limitation, insurance or condemnation proceeds and amounts deposited for taxes, insurance premiums, or other purposes.

8.8 Foreclosure Subject to Tenancies. Beneficiary shall have the right, at its option, to foreclose this Deed of Trust subject to the rights of any tenant or tenants of the Property.

8.9 Right to Make Repairs, Improvements. Should any part of the Property come into the possession of Beneficiary, whether before or after an Event of Default, Beneficiary may use, operate, and/or make repairs, alterations, additions and improvements to the Property for the purpose of preserving it or its value. Grantor covenants to promptly reimburse and pay to Beneficiary, at the place where the Note is payable, or at such other place as may be designated by Beneficiary in writing, the amount of all reasonable expenses (including the cost of any insurance, taxes, or other charges) incurred by Beneficiary in connection with its custody, preservation, use or operation of the Property, together with interest thereon from the date

incurred by Beneficiary at the Default Rate (as defined in the Note), and all such expenses, costs, taxes, interest, and other charges shall be a part of the Secured Obligations. It is agreed, however, that the risk of accidental loss or damage to the Property is undertaken by Grantor and, except for Beneficiary's willful misconduct or gross negligence, Beneficiary shall have no liability whatsoever for decline in value of the Property, for failure to obtain or maintain insurance, or for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

8.10 Evasion of Prepayment Terms. If an Event of Default hereunder has occurred and is continuing, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale (including sale under power of sale) by Grantor, their successors or assigns, or anyone acting on behalf of Grantor or their successors or assigns, shall constitute an evasion of the prepayment terms, if any, of the Note and be deemed to be a voluntary prepayment thereunder and any such payment, to the extent permitted by law, will, therefore, include the additional payment required under the prepayment privilege, if any, contained in the Note or, if at that time there is no prepayment privilege, then such payment will, to the extent permitted by law, include an additional payment of five percent (5%) of the then principal balance. In addition, if this Deed of Trust is foreclosed, either through Trustee or through the courts, the Secured Obligations shall include an amount equal to the additional payment required under the prepayment privilege, if any, contained in the Note.

8.11 Remedies Cumulative. To the extent permitted by law, every right and remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity or any other agreement between Beneficiary and Grantor, and may be exercised concurrently, independently, or successively, in any order whatsoever. Beneficiary may exercise any of its rights and remedies at its option without regard to the adequacy of its security.

8.12 Beneficiary's and Trustee's Expenses. Grantor shall pay all of Beneficiary's and Trustee's expenses incurred in any effort to enforce any terms of this Deed of Trust, whether or not any suit is filed, including, without limitation, attorneys' fees and disbursements, foreclosure costs, and title charges. All such sums, with interest thereon, shall be additional indebtedness of Grantor secured by this Deed of Trust. Such sums shall be immediately due and payable and shall bear interest from the date of disbursement at the Default Rate per annum, or the maximum rate which may be collected from Grantor under applicable law, if less.

8.13 Late Charges. If Grantor fails to pay, within five (5) days of its due date, any amount due and owing pursuant to the Note or any other agreement executed and delivered to the Bank in connection with this Note, including, without limitation, any Escrow payment due and owing, Grantor shall immediately pay to the Bank a late charge equal to the greatest of (a) \$50.00, (b) five percent (5%) of the delinquent amount or (c) the Bank's then current late charge as announced from time to time. Notwithstanding the above, if the Note is secured by a one- to six-family owner-occupied residence, the late charge shall equal 2% of the delinquent amount and shall be payable if payment is not received within fifteen days of its due date.

ARTICLE IX GENERAL

9.1 Application of Payments. Except as applicable law or this Deed of Trust may otherwise provide, all payments received by Beneficiary under the Note or this Deed of Trust shall be applied by Beneficiary in the following order of priority: (a) amounts payable to Beneficiary by Grantor under Article III for reserves, if any; (b) interest and late charges payable on the Note; (c) interest payable on advances made to protect the security of this Deed of Trust; (d) principal of the Note; (e) principal of advances made to protect the security of this Deed of Trust; and (f) any other sums secured by this Deed of Trust in such order as Beneficiary, at its option, may determine.

9.2 Reconveyance. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender to Trustee this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Property.

9.3 Partial Lot Releases. Beneficiary will consent to releasing the lien of this Deed of Trust from less than all of the Property and prior to payment in full of the Loan upon satisfaction of all of the following conditions:

- (a) No Event of Default has occurred and remains uncured, and no event has occurred that with the passage of time and/or the giving of notice will result in an Event of Default;
- (b) The portion of the Property to be released must constitute one or more legal lots;
- (c) The portion of the Property to be released must be sold to an unrelated third-party in an arm's length transaction for fair market value;
- (d) Grantor provides to Beneficiary at least five business days prior to closing a copy of the fully executed sale agreement and the seller's estimated closing statement, both of which must be reasonably acceptable to Beneficiary;
- (e) The required Principal Reduction Payment (as defined in the Loan Agreement) is wired directly from the closing escrow to Beneficiary. If the net sale proceeds are insufficient to pay the Principal Reduction Payment, Grantor may pay into escrow, to be wired to Beneficiary at closing, the difference from Grantor's own funds; and
- (f) At Beneficiary's option, receipt by Beneficiary of an endorsement to the title insurance policy confirming the lien of this Deed of Trust remains a first priority lien on the remainder of the Property and that nothing has been recorded subsequent to this Deed of Trust in violation of the terms hereof.

9.4 Successor Trustee. In accordance with applicable law, Beneficiary may from time to time appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon the Trustee herein and by applicable law.

9.5 Beneficiary's Powers. Without affecting the liability of any person for payment or performance of the Secured Obligations, Beneficiary, at its option, may extend the time for payment of the indebtedness secured hereby or any part thereof, reduce payment thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the indebtedness, release the lien of this Deed of Trust on any part of the Property, take or release other or additional security, release or reconvey or cause to be released or reconveyed all or any part of the Property, consent or cause Trustee to consent to the making of any map or plat of the Property, consent or cause Trustee to consent to the granting of any easement or the creating of any restriction on the Property, or join or cause Trustee to join in any subordination or other agreement affecting this Deed of Trust or the lien or charge hereof. Grantor shall pay Beneficiary a reasonable service charge, together with such title insurance premiums and attorneys' fees as may be incurred at Beneficiary's option, for any such action if taken at Grantor's request.

9.6 Subrogation. Beneficiary shall be subrogated for further security to the lien, although released of record, of any and all encumbrances discharged, in whole or in part, by the proceeds of the Loan or any other indebtedness secured hereby.

9.7 No Violation of Usury Laws. Interest, fees, and charges collected or to be collected in connection with the indebtedness secured hereby shall not exceed the maximum, if any, permitted by any applicable law. If any such law is interpreted so that said interest, fees, or charges would exceed any such maximum and Grantor is entitled to the benefit of such law, then (a) such interest, fees, or charges shall be reduced to the permitted maximum; and (b) any sums already paid to Beneficiary which exceeded the permitted maximum shall be refunded. Beneficiary may choose to make the refund either by treating the payments, to the extent of the excess, as prepayments of principal or by making a direct payment to the person(s) entitled thereto. The provisions of this Section 9.7 shall control over any inconsistent provision of this Deed of Trust, the Note, or any other Loan Documents.

9.8 Additional Documents; Power of Attorney. From time to time, upon request of Beneficiary, Grantor shall execute, acknowledge, and deliver to Beneficiary, and hereby irrevocably appoints Beneficiary its attorney-in-fact to execute, acknowledge, deliver, and, if appropriate, file and record, such security agreements, assignments for security purposes, assignments absolute, financing statements, affidavits, certificates, and other documents, in form and substance satisfactory to Beneficiary, as Beneficiary may reasonably request in order to perfect, preserve, continue, extend, or maintain the assignments herein contained, the lien and security interest under this Deed of Trust, and the priority thereof. Grantor shall pay to Beneficiary upon request therefor all reasonable costs and expenses incurred in connection with the preparation, execution, recording, and filing of any such document.

9.9 Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of

or preclude the exercise of any other right or remedy, and no waiver by Beneficiary of any particular default by Grantor shall constitute a waiver of any other default or of any similar default in the future. Without limiting the generality of the foregoing, the acceptance by Beneficiary of payment of any sum secured by this Deed of Trust after the due date thereof shall not be a waiver of Beneficiary's right either to require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust, nor shall Beneficiary's receipt of any awards, proceeds, or damages under Sections 2.4 or 2.8 operate to cure or waive Grantor's default in payment of sums secured by this Deed of Trust.

9.10 Modifications. This Deed of Trust cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge, or termination is sought.

9.11 Notice. Except as applicable law may otherwise require, any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to Grantor (at its address on Beneficiary's records) or to Beneficiary (at its address on page 1 of this Deed of Trust and separately to: M&T Bank, 6143 S. Willow Drive, Suite 410, Greenwood Village, Colorado 80111, Attn: Robert Holway). Such notice or demand shall be deemed sufficiently given for all purposes when delivered (a) by personal delivery and shall be deemed effective when delivered, or (b) by mail or courier and shall be deemed effective three (3) business days after deposit in an official depository maintained by the United States Post Office for the collection of mail or one (1) business day after delivery to a nationally recognized overnight courier service (e.g., Federal Express). Notice by e-mail is not valid notice under this or any other agreement between Grantor and Beneficiary.

9.12 Governing Law; Severability. This Deed of Trust shall be governed by the laws of the State of Oregon, without regard to its conflict of laws principles. If any provision of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions or clauses hereof which can be given effect without the conflicting provision, and to this end the provisions hereof are declared to be severable.

9.13 Captions; Exhibits. The captions and headings of the sections and articles of this Deed of Trust are for convenience only and shall not be used to interpret or define the provisions hereof. All exhibits referred to in and attached to this Deed of Trust are incorporated herein by reference.

9.14 Definitions. As used herein, the term "Grantor" means the Grantor herein named, together with any subsequent owner of the Property or any part thereof or interest therein; the term "Trustee" means the Trustee herein named, together with any successor Trustee; and the term "Beneficiary" means the beneficiary herein named, together with any subsequent owner or holder of the Note or any interest therein, including pledgees, assignees, and participants.

9.15 Successors and Assigns Bound; Joint and Several Liability; Agents. This Deed of Trust shall bind and inure to the benefit of the parties hereto and their respective heirs, devisees, legatees, administrators, executors, successors, and assigns, subject to the provisions of Article IV. All obligations of Grantor hereunder are joint and several. In exercising any rights

hereunder or taking actions provided for herein, Beneficiary and Trustee may act through their respective employees, agents, or independent contractors as authorized by Beneficiary and Trustee.

9.16 Number; Gender. This Deed of Trust shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

9.17 Time. Time is of the essence in connection with all obligations of Grantor under this Deed of Trust, the Note, and the Loan Documents.

9.18 Attorneys' Fees. In the event suit or action is instituted to enforce or interpret any provision of this Deed of Trust, Grantor agrees to pay Beneficiary's expenses in connection therewith, including, without limitation, such amount as the court may adjudge reasonable as attorneys' fees at trial or on appeal. Any such expenses shall be additional indebtedness of Grantor secured by this Deed of Trust, shall be immediately due and payable, and shall bear interest from the date of disbursement at the interest rate in effect on the Note from time to time or at the maximum rate, if any, permitted under applicable law, if less.

9.19 Waiver of Jury Trial. **GRANTOR AND BENEFICIARY (BY ITS ACCEPTANCE OF THIS DEED OF TRUST) HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY EACH WAIVE ANY RIGHT TO TRIAL BY JURY THEY MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS DEED OF TRUST OR THE TRANSACTIONS RELATED THERETO, OR IN ANY WAY RELATED TO THE NEGOTIATION, ADMINISTRATION, MODIFICATION, EXTENSION OR COLLECTION OF THE SECURED OBLIGATIONS. GRANTOR REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF BENEFICIARY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BENEFICIARY WILL NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS RIGHT TO JURY TRIAL WAIVER. GRANTOR STATES THAT IT HAS CONFERRED SPECIFICALLY WITH BENEFICIARY WITH RESPECT TO THIS WAIVER, AND AGREES TO THIS WAIVER AFTER CONSULTATION WITH COUNSEL AND WITH FULL UNDERSTANDING OF THE IMPLICATIONS HEREOF.**

GRANTOR ACKNOWLEDGES THAT BENEFICIARY HAS BEEN INDUCED TO ACCEPT THIS GRANT BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

[Signature on next page.]

**SIGNATURE PAGE
DEED OF TRUST**

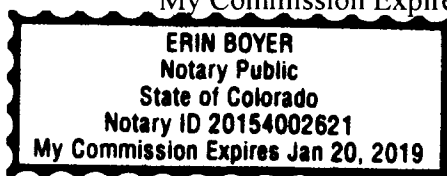
RCS - Villebois Development, LLC, a
Colorado limited liability company

By *Sharon K. Eshima*
Sharon K. Eshima, Manager

STATE OF COLORADO)
) ss.
County of Boulder)

On this 14th day of April, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Sharon K. Eshima who said she is a Manager of RCS - Villebois Development, LLC, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

Erin Boyer
NOTARY PUBLIC FOR COLORADO
My Commission Expires: 1-20-2019



DEED OF TRUST

EXHIBIT A
LEGAL DESCRIPTION

Lot 12, VILLEBOIS VILLAGE CENTER, in the City of Wilsonville, County of Clackamas and State of Oregon.

Lots 76, 77, 78, 79, 81, 82, VILLEBOIS VILLAGE CENTER NO. 3, according to the official plat thereof, recorded June 6, 2014, as Recorder's Fee No. 2014-026961, in the City of Wilsonville, County of Clackamas and State of Oregon.

**EXHIBIT B
FIXTURE FILING**

This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Real Property is located with respect to any and all fixtures included in the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter becomes fixtures.

Name and address of Beneficiary (Secured Party) from whom information may be obtained:

Manufacturers and Traders Trust Company d/b/a M&T Bank
Commercial Real Estate
One Fountain Plaza
Buffalo, NY 14203
Attention: Robert Holway

Mailing address of Grantor (Debtor):

RCS - Villebois Development, LLC
371 Centennial Parkway, Suite 200
Louisville, Colorado 80027
Attn: Sharon K. Eshima

Information for entity Grantor:

Entity	State of Organization	Type of Organization	Organization Number
RCS - Villebois Development, LLC	Colorado	LLC	20131435879

Omitted

IC) Fee Calculation/Copy of Check
ID) Mailing List

IE) SAP Central Unit Counts

Villebois (updated 06/17/16)

Land Use Table

LAND USE	SAP NORTH	SAP SOUTH	SAP EAST	SAP CENTRAL	TOTAL
Estate	17	0	0	0	17
Large	47	104	0	0	151
Standard	26	68	49	0	143
Medium	89	127	112	0	328
subtotal	179	299	161	0	639
Small Detached	197	158	226	8	589
Small Attached / Cottage	49	0	147	9	205
Rowhouse	0	103	42	376	521
Nbhd Apartments	0	21	0	0	21
Village Apartments	0	0	0	307	307
Condos	0	0	0	85	85
Urban Apartments	0	0	0	58	58
Mixed Use Condos	0	0	0	97	97
Specialty Condos	0	0	0	0	0
subtotal	246	282	415	940	1,883
TOTAL UNITS	425	581	576	940	2,522

SAP Central (updated 08/10/16)

Existing Count		Proposed***										Total
LAND USE	SAP CENTRAL	PDP 1C*	PDP 2C**	PDP 4C	PDP 6C	7C	8C	9C	10C	11C	12C	
Estate	0	0	0	0	0	0	0	0	0	0	0	0
Large	0	0	0	0	0	0	0	0	0	0	0	0
Standard	0	0	0	0	0	0	0	0	0	0	0	0
Medium	0	0	0	0	0	0	0	0	0	0	0	0
subtotal	0	0	0	0	0	0	0	0	0	0	0	0
Small Detached	8	0	0	8	0	0	0	0	0	0	0	8
Small Attached/Cottage	9	0	0	9	0	0	0	0	0	0	0	9
Rowhouse	350	56	23	40	31	68	50	82	10	16	0	376
Village Apartments	356	304	3	0	0	0	0	0	0	0	0	356
Condos	90	3	0	0	0	0	0	0	82	0	0	85
Urban Apartments	83	0	58	0	0	0	0	0	0	0	0	58
Mixed Use Condos	97	(8-12)	(24-30)	0	0	0	0	0	0	0	(24-96)	(56-138)
Specialty Condos	0	0	0	0	0	0	0	0	0	0	0	0
subtotal	993	363+(8-12)	84 + (24-30)	57	31	68	50	82	92	16	(24-96)	892+ (56-138)
TOTAL UNITS	993	948 - 1030										

(#-#) indicates range approved with either PDP or SAP, but no building or refined unit count yet defined

* PDP 1C Approved & Built; FDP's Approved for The Alexan - 274 Apts (built), 39 RH w/ Polygon 2013 MOD (31 built), 3 Carvalho Condos (built), and 30 Rainwater Garden Apts (built) + 2014 PDP Mod to change 30 condos to 18 RH & 8 RH to 7 RH; 2016 Proposed PDP 2C Modification removes 49 Village Apartments and replaces them with 9 Row Homes

**PDP 2C Approved & Built; FDP's Approved for The Charleston - 52 Apts (built), 13 RH w/ Polygon MOD (built), Carvalho Carriage Homes - 6 Apts approved 2014 (0 built) + 2014 PDP Mod to change 39 Condo's (Trafalgar Flats) to 49 Urban Apts + 3 Condo's (Carriage Homes) to 3 Urban Apts

***PDP 3C = Piazza & PDP 5C = Montague Park; no residential density (not included in table); PDP 6C & PDP 7C received planning approval in July 2015; PDP 8C & PDP 9C received planning approval; PDP 10 C is pending

Proposed Count	
LAND USE	SAP CENTRAL
Estate	0
Large	0
Standard	0
Medium	0
subtotal	0
Small Detached	8
Small Attached/Cottage	9
Rowhouse	376
Nbhd Apartments	0
Village Apartments	307
Condos	85
Urban Apartments	58
Mixed Use Condos	97
Specialty Condos	0
subtotal	940
TOTAL UNITS	940

Section II) Preliminary
Development Plan
(Includes Refinements)

IIA) Supporting Compliance Report

SUPPORTING COMPLIANCE REPORT
PRELIMINARY DEVELOPMENT PLAN 11 - CENTRAL

SECTION IIA

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I. WILSONVILLE PLANNING & LAND DEVELOPMENT ORDINANCE

SECTION 4.125 VILLAGE (V) ZONE

(.02) PERMITTED USES

Examples of principle uses that are typically permitted:

- D. Row Houses
- H. Non-commercial parks, plazas, playgrounds, recreational facilities, community buildings and grounds, tennis courts, and other similar recreational and community uses owned and operated either publicly or by an owners association.

Response: This Preliminary Development Plan (PDP) application proposes to create 16 lots for development of row houses. All proposed uses within the subject PDP are permitted pursuant to this section.

(.05) DEVELOPMENT STANDARDS APPLYING TO ALL DEVELOPMENTS IN THE VILLAGE ZONE

All development in this zone shall be subject to the V Zone and the applicable provisions of the Wilsonville Planning and Land Development Ordinance. If there is a conflict, then the standards of this section shall apply. The following standards shall apply to all development in the V zone:

A. Block, Alley, Pedestrian and Bicycle Standards:

- 1. Maximum Block Perimeter: 1,800 feet, unless the Development Review Board makes a finding that barriers such as existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent a block perimeter from meeting this standard.

Response: Blocks within the proposed PDP plan meet the maximum 1,800-foot block perimeter.

- 2. Maximum spacing between streets for local access: 530 feet, unless the Development Review Board makes a finding that barriers such as existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent street extensions from meeting this standard.

Response: Blocks within the proposed PDP plan meet the maximum 530-foot spacing for local street access.

- B. Access: All lots with access to a public street, and an alley, shall take vehicular access from the alley to a garage or parking area, except as determined by the City Engineer.

Response: All of the lots within the proposed PDP that have frontage on a public street and access to an alley will take vehicular access from an alley to a garage or parking area.

- C. Trailers, travel trailers, mobile coaches, or any altered variation thereof shall not be used for the purpose of conducting a trade or

calling, or for storage of material, unless approved for such purpose as a temporary use.

Response: No trailers, travel trailers, mobile coaches, or such vehicles will be used for the purpose of conducting a trade or calling or for the storage of material unless approved as a temporary use.

D. Fences:

1. General Provisions:

- a. Fencing within the Village Zone shall be in compliance with the Master Fencing Program in the adopted Architectural Pattern Book for the appropriate SAP.
- b. When two or more properties with different setbacks abut, the property with the largest front yard setback requirement shall be used to determine the length and height of the shared side yard fence, as required by section 4.125 above.
- c. The development Review Board may, in their discretion, require such fencing as deemed necessary to promote and provide traffic safety, noise mitigation, and nuisance abatement, and the compatibility of different uses permitted on adjacent lots of the same zone and on adjacent lots of different zones.

2. Residential:

- a. The maximum height of any fence located in the required front yard of a residential development shall not exceed three (3) feet.
- b. Fences on residential lots shall not include chain link, barbed wire, razor wire, electrically charged wire, or be constructed of sheathing material such as plywood or flake board. Fences in residential areas that protect wetlands, or other sensitive areas, may be chain link.

Response: The SAP Central Master Fencing Plan does not indicate any required community fencing within the subject PDP. The Village Center Architectural Standards (VCAS) indicate that fencing is optional and when provided should be consistent with the architecture. Proposed fencing of front yards will be consistent with proposed architecture.

E. Recreational Area in Multi-Family Residential and Mixed Use Developments.

1. The Recreational Area Requirement is intended to provide adequate recreational amenities for occupants of multiple family developments and mixed use developments where the majority of the developed square footage is to be in residential use.

2. Recreational Area is defined as the common area of all lawns, community gardens, play lots, plazas, court yard, interior and exterior swimming pools, ball courts, tennis courts, exercise rooms, health and exercise facilities, libraries, internet/electronic media rooms, decks and other similar areas for common recreational uses. Recreational Area may include Parks required under the Villebois Village Master Plan, and any usable park areas not shown in such plan. Private areas under this definition, defined as those areas that are accessible only by a single owner or tenant, or commercial or retail recreation facilities serving the general public, shall not constitute or contribute to the measurement of Recreational Area.
3. A variety of age appropriate facilities shall be included in the mix of Recreational Area facilities.
4. Recreational Area shall be calculated at the following ratios:
 - a. At the SAP Level - 195 square feet per residential unit.
 - b. At the PDP level - an additional 30 square feet per residential unit.
5. Outdoor Living Area shall be considered to be part of the Open Space requirement in Section 4.125(.08). [Section 4.125(.05)(E.) amended by Ord. 606, 4/3/06.]

Response: The proposed PDP includes 16 single family residential detached rowhomes. No multi-family units are proposed. Therefore, this section is not applicable.

F. Fire Protection:

1. All structures shall include a rated fire suppression system (i.e., sprinklers), as approved by the Fire Marshal

Response: All of the homes within the proposed PDP area will include appropriate fire suppression systems. This will be verified with review of future building permit applications.

Table V-1 Development Standards

Building Type	Min. Lot Size (sq.ft.)	Min. Lot Width (ft.)	Min. Lot Depth (ft.)	Max. Lot Coverage (note)	Min. Frontage Width ^{10,12} (%age)	Max. Bldg. Height (ft.)	Front Min. (ft.)	Setbacks ^{10,13,20} Front Max. (ft.)	Rear Min. (ft.)	Side Min. (ft.)	Alley-Loaded Garage (note)	Street-Loaded Garage (note)
Commercial Buildings - Village Center ¹⁴	NR	NR	NR	¹	90	60	NR ³	5	NR	NR	NR	NA
Hotels - Village Center ¹⁴	NR	NR	NR	¹	80	60	NR ³	15	NR	NR	NR	NA
Mixed Use Buildings - Village Center ¹⁴	NR	NR	NR	¹	90	60	NR ³	8	NR	NR	NR	NA
Multi-Family Dwellings - Village Center ¹⁴	NR	NR	NR	¹	80	45	5 ⁴	15	NR	NR	NR	NA
Row Houses ¹¹ - Village Center ¹⁴	NR	NR	NR	¹	80	45	5 ⁴	10	NR	NR	NR	NA
Commercial Buildings	NR	NR	NR	¹	60	45	NR	15	NR	NR	NR	NA
Mixed Use Buildings	NR	NR	NR	¹	60	45	NR	15	NR	NR	NR	NA
Multi-Family Dwellings	NR	NR	NR	¹	60	45	8 ⁴	15	NR	NR	NR	NA
Row Houses ¹¹	NR	15	50	¹	80	45	8 ⁵	15	NR	NR	NR	NA
Duplexes	4,000	45	70	²	60 ¹⁶	35	12 ^{5,6}	20 ⁶	5	5 ¹⁵	7	8,17,18
Single-Family Dwellings	2,250	35	50	²	60 ¹⁰	35	12 ^{5,6}	20 ⁶	5	5 ¹⁵	7	8,17,18

Notes: NR, No Requirement
 NA, Not Allowed
 1 Lot < 8000sf: NR; Lot > 8000sf: 80% (Max. Lot Coverage)
 2 Small lots: 75%, Medium Lots: 65%, Standard and Large Lots: 55%, Estate Lots: 45% Maximum Lot Coverage
 On lots where detached accessory buildings are built, maximum lot coverage may be increased by 10%.
 3 Bay windows, balconies, and other structural building projections above 8 ft. may encroach up to 5 ft. into the Public Way; canopies, awnings, and other non-structural projections may encroach up to 8 ft. into the Public Way.
 4 Porches, stairs, stoops, decks, canopies, balconies, bay windows, chimneys, awnings, and other building projections may encroach up to the Public Way.
 5 Porches, stoops, decks, canopies, balconies, bay windows, chimneys, awnings, and other building projections may encroach to within 8 ft. of the Public Way. Stairs may encroach to the Public Way.
 6 For Standard, or Large Lots on Collector Avenues, front setbacks are 20 ft. min., (13' setback to porch), side street setbacks are 15' (8' setback to porch). Pie-shaped lots or lots with significant trees or grade banks at frontage have no maximum front setback.
 7 The garage setback from alley shall be between 3 and 5 foot or, when as optional parking space is located between the garage and the alley, shall be 16 ft. minimum. Lots with important trees, as identified in the Master Plan, or grade differences at the alley, affecting garage location shall be exempt from this requirement.
 8 Street-loaded garages shall be a minimum 20 ft. front setback to face of garage, and located a minimum of 5 ft. behind main façade of the associated dwelling unit.
 9 Vertical encroachments are allowed up to ten additional feet, for up to 10% of the building footprint; vertical encroachments shall not be habitable space.
 10 For Village Center buildings with lots fronting two or more streets, at least two façades shall be subject to the minimum frontage width and front setback requirements.
 11 Row Houses are typically attached, but may be detached within the Village Center Boundary. When attached, no more than ten units shall be contiguous along a street edge. When row houses are detached, the Minimum Frontage Width is 65%. The Minimum Frontage Width for detached row houses may be less than 65% on corner lots or to accommodate the curve radius of street frontage, public utility easements, important trees, grade differences, public open space requirements, or as otherwise approved by the DRB.
 12 See Definitions, 4.125.01, for measurement of Minimum Frontage Width.
 13 Front Setback is measured as the offset of the front lot line or a vehicular or pedestrian access easement line. On lots with alleys, Rear Setback shall be measured from the rear lot line abutting the alley.
 14 See Figure 2A - Village Center Boundary & Land Use Plan in the Villebois Village Master Plan for areas included within the Village Center.
 15 On Estate Lots and Large Lots with frontage 70 ft. or wider, the minimum combined side yard setbacks shall total 15 ft. with a minimum of 5 ft. On Small and Medium Lots, minimum side setback shall be 0 ft. or as required by Building Code.
 16 For cluster housing with lots arranged on a courtyard, frontage shall be measured at the front door face of the building adjacent to a public right of way or a public pedestrian access easement linking the courtyard with the Public Way.
 17 Dwellings on lots without alley access shall be at least 36 feet wide.
 18 Duplexes with front-loaded garages are limited to one shared standard-sized driveway/apron.
 19 Maximum setbacks may be increased as necessary to accommodate deeper porches, building code, public utility easements or public open space requirements.
 20 Lots are categorized as small, medium, standard, large or estate as shown in the Pattern Book.

Response: The *Tentative Plat* (see Section IIIB in this Notebook) depicts proposed lot sizes and dimensions. All of the lots meet applicable requirements, as addressed below. The proposed lots will be developed with single family detached row houses. Table V-1 does not indicate a minimum lot size, width or depth for Row Houses in the Village Center. The proposed PDP 11C does not have any lots >8,000 sf, so no maximum lot coverage applies. Row Houses comply with the minimum frontage width standard. Rowhomes comply with the applicable setback and height requirements.

(.07) GENERAL REGULATIONS - OFF-STREET PARKING, LOADING & BICYCLE PARKING

Except as required by Subsections (A) through (D), below, the requirements of Section 4.155 shall apply within the village zone.

A. General Provisions:

1. The provision and maintenance of off-street parking spaces is a continuing obligation of the property owner. The standards set forth herein shall be considered by the Development Review Board as minimum criteria.
2. The Board shall have the authority to grant variances or refinements to these standards in keeping with the purposes and objectives set forth in this zone.

Response: The applicant acknowledges that the provision and maintenance of off-street parking is the continuing obligation of the property owner. There are no variances or refinements to the standards of this section proposed with this application.

B. Minimum and Maximum Off-Street Parking Requirements:

1. Table V-2, Off-Street Parking Requirements, below, shall be used to determine the minimum and maximum parking standards for noted land uses. The number of required parking spaces shown in Table V-2 shall be determined by rounding to the nearest whole parking space.

Table V-2: Off-Street Parking Requirements

Category	Min. Vehicle Spaces	Max. Vehicle Spaces	Bicycle Short Term	Bicycle Long Term
Row Houses	1.0 / DU	NR	NR	NR

Response: Sixteen (16) spaces for off-street parking are required for the sixteen rowhomes. Twenty-six (26) spaces are provided in units with attached two-car garages. Twelve (12) spaces are provided in units with attached two-car garages and two driveway spaces. A total of 38 off-street parking spaces are provided, which exceeds the required 16 spaces.

C. Minimum Off-Street Loading Requirements:

Response: The proposed PDP includes lots for development of single family row homes; therefore no loading areas are required.

D. Bicycle Parking Requirements:

Response: The proposed PDP includes lots for development of single family detached row homes; therefore no bike parking is required.

(.08) OPEN SPACE

Open space shall be provided as follows:

- A. In all residential developments and in mixed-use developments where the majority of the developed square footage is to be in residential use, at least twenty-five percent (25%) of the area shall be open space, excluding street pavement and surface parking. In multi-phased developments, individual phases are not required to meet the 25% standard as long as an approved Specific Area Plan demonstrates that the overall development shall provide a minimum of 25% open space. Required front yard areas shall not be counted towards the required open space area. Required rear yard areas and other landscaped areas that are not within required front or side yards may be counted as part of the required open space.

- B. Open space area required by this Section may, at the discretion of the Development Review Board, be protected by a conservation easement or dedicated to the City, either rights in fee or easement, without altering the density or other development standards of the proposed development. Provided that, if the dedication is for public park purposes, the size and amount of the proposed dedication shall meet the criteria of the City of Wilsonville standards. The square footage of any land, whether dedicated or not, which is used for open space shall be deemed a part of the development site for the purpose of computing density or allowable lot coverage. See SROZ provisions, Section 4.139.10.
- C. The Development Review Board may specify the method of assuring the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the **responsibility of a private party or homeowners' association, the City Attorney** shall review and approve any pertinent bylaws, covenants, or agreements prior to recordation.

Response: The Parks *Master Plan* for Villebois states that there are 57.87 acres of parks and 101.46 acres of open space for a total of 159.33 acres within Villebois, approximately 33%. SAP Central includes parks and open space areas consistent with the *Master Plan*. Linear greens are added with PDP 11C.

(.09) STREET & ACCESS IMPROVEMENT STANDARDS

- A. Except as noted below, the provisions of Section 4.177 apply within the Village zone:
 - 1. General Provisions:
 - a) All street alignment and access improvements shall conform to the Villebois Village Master Plan, or as refined in the Specific Area Plan, Preliminary Development Plan, or Final Development Plan and the following standards:

Response: The street alignments and access improvements within this PDP are consistent with those approved in the *Villebois Village Master Plan* and SAP Central.

- i. All street improvements shall conform to the Public Works Standards and shall provide for the continuation of streets through proposed developments to adjoining properties or subdivisions, according to the Master Plan.

Response: All street improvements within this PDP will comply with the applicable Public Works Standards. The street system within this PDP is designed to provide for the continuation of streets within Villebois and to adjoining properties or subdivisions

according to the *Master Plan*. The street system is illustrated on the *Circulation Plan* (see Section IIB of this Notebook).

- ii. All streets shall be developed with curbs, landscape strips, bikeways or pedestrian pathways, according to the Master Plan.

Response: All streets within this PDP will be developed with curbs, landscape strips, sidewalks, and bikeways or pedestrian pathways as depicted on the *Circulation Plan* (Section IIB of this Notebook) and in accordance with the *Master Plan*.

2. Intersections of streets

- a) Angles: Streets shall intersect one another at angles not less than 90 degrees, unless existing development or topography makes it impractical.
- b) Intersections: If the intersection cannot be designed to form a right angle, then the right-of-way and paving within the acute angle shall have a minimum of thirty (30) foot centerline radius and said angle shall not be less than sixty (60) degrees. Any angle less than ninety (90) degrees shall require approval by the City Engineer after consultation with the Fire District.

Response: The plan sheets located in Section IIB of this Notebook demonstrate that all proposed streets will intersect at angles consistent with the above standards (see the *Tentative Plat - Subdivision* in Section IIIB).

- c) Offsets: Opposing intersections shall be designed so that no offset dangerous to the traveling public is created. Intersections shall be separated by at least:
 - i. 1000 ft. for major arterials
 - ii. 600 ft. for minor arterials
 - iii. 100 ft. for major collector
 - iv. 50 ft. for minor collector

Response: The plan sheets located in Section IIIB of this Notebook demonstrate that opposing intersections on public streets are offset, as appropriate, so that no danger to the traveling public is created (see the *Tentative Plat - Subdivision* in Section IIIB).

- d) Curb Extensions:
 - i. Curb extensions at intersections shall be shown on the Specific Area Plans required in subsection 4.125(.18)(C) through (F) below, and shall:
 - Not obstruct bicycle lanes on collector streets.
 - Provide a minimum 20 foot wide clear distance between curb extensions all local

residential street intersections shall have, shall meet minimum turning radius requirements of the Public Works Standards, and shall facilitate fire truck turning movements as required by the Fire District.

Response: Curb extensions are shown on the *Circulation Plan* (see Section IIB). Curb extensions will not obstruct bicycle lanes on collector streets, as the subject property is not adjacent to collector streets. The attached drawings illustrate that all street intersections will have a minimum 20 foot wide clear distance between curb extensions on all local residential street intersections.

3. Street grades shall be a maximum of 6% on arterials and 8% for collector and local streets. Where topographic conditions dictate, grades in excess of 8%, but not more than 12%, may be permitted for short distances, as approved by the City Engineer, where topographic conditions or existing improvements warrant modification of these standards.

Response: The *Grading & Erosion Control Plan* located in Section IIB, demonstrates that proposed streets can comply with this standard.

4. Centerline Radius Street Curves:
The minimum centerline radius street curves shall be as follows:
 - a) Arterial streets: 600 feet, but may be reduced to 400 feet in commercial areas, as approved by City Engineer.
 - b) Collector streets: 600 feet, but may be reduced to conform with the Public Works Standards, as approved by the City Engineer.
 - c) Local streets: 75 feet

Response: The *Tentative Plat* (see Section IIIB) demonstrates that all streets will comply with the above standards.

5. Rights-of-way:
 - a) See (.09) (A), above.

Response: Rights-of-way for adjacent streets have already been dedicated as shown on the plan sheets located in Section IIB of this Notebook.

6. Access drives.
 - a) See (.09) (A), above.
 - b) 16 feet for two-way traffic.

Response: Access drives (alleys) will be paved at least 16-feet in width within a 20-foot tract, as shown on the *Circulation Plan*. In accordance with Section 4.177,

all access drives will be constructed with a hard surface capable of carrying a 23-ton load. Easements for fire access will be dedicated as required by the fire department. All access drives will be designed to provide a clear travel lane free from any obstructions.

7. Clear Vision Areas

- a) See (.09) (A), above.

Response: Clear vision areas will be provided and maintained in compliance with the Section 4.177.

8. Vertical clearance:

- a) See (.09) (A), above.

Response: Vertical clearance will be provided and maintained in compliance with the Section 4.177.

9. Interim Improvement Standard:

- a) See (.09) (A), above.

Response: No interim improvements are proposed.

(.10) SIDEWALK AND PATHWAY IMPROVEMENT STANDARDS

- A. The provisions of Section 4.178 shall apply within the Village zone.

Response: All sidewalks and pathways within SAP Central will be constructed in accordance with the standards of Section 4.154 (updated replacement of Section 4.178) and the *Villebois Village Master Plan*. Sidewalks and pathways are shown in the street cross-sections on the *Circulation Plan* (see Section IIB of this notebook).

(.11) LANDSCAPING, SCREENING AND BUFFERING

- A. Except as noted below, the provisions of Section 4.176 shall apply in the Village zone:

1. Streets in the Village zone shall be developed with street trees as described in the Community Elements Book.

Response: The *Street Tree/Lighting Plan* shows the street trees proposed within this PDP. The trees are in conformance with the Community Elements Book.

(.12) MASTER SIGNAGE AND WAYFINDING

Response: The SAP Central *Signage & Wayfinding Plan* does not indicate an identifier within the subject property.

(.14) DESIGN STANDARDS APPLYING TO THE VILLAGE ZONE

- A. The following design standards implement the Design Principles found in (.13), above, and enumerate the architectural details and design requirements applicable to buildings and other features within the Village (V) zone. The Design Standards are based primarily on the features, types, and details of the residential

traditions in the Northwest, but are not intended to mandate a particular style or fashion. All development within the Village zone shall incorporate the following:

1. Generally:
 - a. Flag lots are not permitted.

Response: No flag lots are proposed (see the *Tentative Plat - Subdivision* in Section IIIB of this Notebook).

- b. Dwellings on lots without alley access shall be at least 36 feet wide.

Response: No lots without alley access are proposed in this PDP.

- c. The minimum lot depth for a single-family dwelling with an accessory dwelling unit shall be 70 feet.

Response: None of the lots include accessory dwellings; therefore this standard does not apply.

- d. For Village Center lots facing two or more streets, two of the facades shall be subject to the minimum frontage width requirement. Where multiple buildings are located on one lot, the facades of all buildings shall be used to calculate the Minimum Building Frontage Width.

Response: All lots in this PDP are in the Village Center. For lots facing two or more streets (lots 15 & 20), the two street-facing facades will meet the minimum frontage width requirement.

2. Building and site design shall include:
 - a. Proportions and massing of architectural elements consistent with those established in an approved Pattern Book or Village Center Design.
 - b. Materials, colors and architectural details executed in a manner consistent with the methods included in an approved Pattern Book, Community Elements Book or approved Village Center Architectural Standards.

Response: Compliance with the *Village Center Architectural Standards* is demonstrated with the FDP in Section VI of this Notebook. Compliance with the Community Elements Book is demonstrated later in this report.

- c. Protective overhangs or recesses at windows and doors.
 - d. Raised stoops, terraces or porches at single-family dwellings.
 - e. Exposed gutters, scuppers, and downspouts.

Response: As shown in the architectural drawings in the FDP (see Section VI of this Notebook), the buildings proposed in the FDP will include protective overhangs and recesses at windows and doors and exposed gutters and downspouts. The row homes each include a covered front entrance.

- f. The protection of existing significant trees as identified in an approved Community Elements Book.

Response: There are no “Important” trees within the proposed development as shown on the attached Tree Preservation Plan (See Section VC).

- g. A landscape plan in compliance with Section (.11), above.

Response: The FDP plans (see Section VIB) comply with the requirements of Sections 4.125(.07) and (.11).

- h. Building elevations of block complexes shall not repeat an elevation found on an adjacent block.
- i. Building elevations of detached buildings shall not repeat an elevation found on buildings on adjacent lots.

Response: **A block complex is defined as “an assemblage of buildings bounded entirely by intersecting streets so as to form a single, comprehensive group.”** In adjacent block complexes and lots, elevations are not repeated. A variety of elevations in the rowhomes will be provided as shown within the elevations included in the FDP (see Section VIC).

- j. A porch shall have no more than three walls.

Response: As shown on the architectural drawings in Section VIC of this Notebook, the Row Houses will have covered patios on one side and covered front entries.

- k. A garage shall provide enclosure for the storage of no more than three vehicles.

Response: As shown on the architectural drawings in Section VIC **each garage will provide storage of one vehicle.**

- 3. Lighting and site furnishings shall be in compliance with the approved Community Elements Book.

Response: The FDP application in Section VI of the Notebook does not show any site furnishings. The *Street Tree/Lighting Plan* (see Section IIB) shows proposed street trees and lighting for this Preliminary Development Plan. These plans illustrate that lighting and site furnishings will be provided in compliance with the Community Elements Book.

4. Building systems, as noted in Tables V-3 and V-4 (Permitted Materials and Configurations), below, shall comply with the materials, applications and configurations required therein.

Response: The PDP does not propose any buildings. A concurrent FDP application for the proposed architecture is included in Section VI of this Notebook.

(.18) VILLAGE ZONE DEVELOPMENT PERMIT PROCESS

- B. Unique Features and Processes of the Village (V) Zone. To be developed, there are three (3) phases of project approval. Some of these phases may be combined, but generally the approvals move from the conceptual stage through to detailed architectural, landscape and site plan review in stages. All development within the Village zone shall be subject to the following processes:

2. Preliminary Development Plan (PDP) approval by the Development Review Board, as set forth in Section 4.125(.18)(G) through (K) (Stage II equivalent), below. Following SAP approval, an applicant may file applications for Preliminary Development Plan approval (Stage II equivalent) for an approved phase in accordance with the approved SAP, and any conditions attached thereto. Land divisions may also be preliminarily approved at this stage. Except for land within the Central SAP or multi-family dwellings outside the Central SAP, application for a zone change and Final Development Plan (FDP) shall be made concurrently with an application for PDP approval. The SAP and PDP/FDP may be reviewed simultaneously when a common ownership exists.

Final Development (FDP) approval by the Development Review Board or the Planning Director, as set forth in Sections 4.125(.18)(L) through (P) (Site Design Review equivalent), below, may occur as a separate phase for lands in the Central SAP or multi-family dwellings outside the Central SAP.

Response: The Applicant is requesting approval of a Preliminary Development Plan (PDP). Compliance with Sections 4.125(.18)(G) through (K) is demonstrated in the following sections of this report. This PDP addresses Phase 11 on the SAP Central Phasing Plan.

A request for preliminary approval of a tentative subdivision plat is submitted concurrent with this PDP application (see Section III of this Notebook). A request for a zone change to Village (V) zone is also submitted concurrent with this PDP application (see Section IV of this Notebook). A request for Type C Tree Removal is included (in Section V of this Notebook). A Final Development Plan is also submitted concurrent with this PDP (see Section VI of this Notebook).

- G. Preliminary Development Plan Approval Process:

1. An application for approval of a Preliminary Development Plan for a development in an approved SAP shall:

- a) Be filed with the City Planning Division for the entire SAP, or when submission of the SAP in phases has been authorized by the Development Review Board, for a phase in the approved sequence.

Response: This PDP addresses Phase 11 on the SAP Central Phasing Plan.

- b) Be made by the owner of all affected property or the **owner's authorized agent; and.**

Response: This application is made by RCS - Villebois Development, LLC, who is authorized by the Property Owner to submit the application. The application form can be found in Exhibit IB along with a copy of the Title Report.

- c) Be filed on a form prescribed by the City Planning Division and filed with said division and accompanied by such fee as the City Council may prescribe by resolution; and.

Response: The appropriate application form and fee have been filed with this submittal. A copy of the form and fee are included in Sections IB and IC, respectively.

- d) Set forth the professional coordinator and professional design team for the project; and.

Response: The professional coordinator and professional design team are set forth in the Introductory Narrative, located in Section IA of this Notebook.

- e) State whether the development will include mixed land uses, and if so, what uses and in what proportions and locations.

Response: This PDP does not include mixed land uses. The proposed land uses are shown on the *Site/Land Use Plan*, in Section IIB of this Notebook.

- f) Include a preliminary land division (concurrently) per Section 4.400, as applicable.

Response: This application includes a request for preliminary land division approval for a subdivision final plat. This request for approval of Tentative Plat for the subdivision can be seen in Section III of this Notebook. This section includes a Supporting Compliance Report, the proposed Tentative Plat for subdivision, a copy of the certification of liens & assessments form, and the subdivision name approval from **the County Surveyor's Office.**

- g) Include a concurrent application for a Zone Map Amendment (i.e., Zone Change) for the subject phase.

Response: This application includes a request for a zone map amendment to zone the subject Preliminary Development Plan area Village (V). This zone change request can be seen in Section IV of this Notebook. This section includes a Supporting Compliance Report, a Zone Change Map, and a legal description & sketch of the proposed zone change area.

2. The application for Preliminary Development Plan approval shall include conceptual and quantitatively accurate representations of the entire development sufficient to demonstrate conformance with the approved SAP and to judge the scope, size and impact of the development on the community and shall be accompanied by the following information:
 - a) A boundary survey or a certified boundary description by a surveyor licensed in the State of Oregon.
 - b) Topographic information sufficient to determine direction and percentage of slopes, drainage patterns, and in environmentally sensitive areas, (e.g., flood plain, wetlands, forested areas, steep slopes or adjacent to stream banks). Contour lines shall relate to North American Vertical Datum of 1988 and be at minimum intervals as follows:
 - i) One (1) foot contours for slopes of up to five percent (5%);
 - ii) Two (2) foot contours for slopes from six percent (6%) to twelve (12%);
 - iii) Five (5) foot contours for slopes from twelve percent (12%) to twenty percent (20%). These slopes shall be clearly identified, and
 - iv) Ten (10) foot contours for slopes exceeding twenty percent (20%).
 - c) The location of areas designated Significant Resource Overlay Zone (SROZ), and associated 25-foot Impact Areas, within the PDP and within 50 feet of the PDP boundary, as required by Section 4.139.

Response: A certified boundary description by a surveyor licensed in the State of Oregon is provided as the legal description and sketch for the zone map amendment (see Section IVC of this Notebook). Topographic information in accordance with Section 4.125(.18)G.2.b. is shown on the *Existing Conditions*, located in Section IIB of this Notebook. The site does not include any designated SROZ areas.

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

Response: Following is a tabulation of land area devoted to the various uses and a calculation of net residential density:

Gross Acreage	1.29 Acres
Public Streets	0.20 Acres
Linear Green Space	0.03 Acres
Lots and Alleys	1.06 Acres

Net Residential Density: 16 Lots / 1.06 Acres = 16 units per net acre

- e) The location, dimensions and names, as appropriate, of existing and platted streets and alleys on and within 50 feet of the perimeter of the PDP, together with the location of existing and planned easements, sidewalks, bike routes and bikeways, trails, and the location of other important features such as section lines, section corners, and City boundary lines. The plan shall also identify all trees 6 inches and greater d.b.h. on the project site only.

Response: The above information is shown on the *Existing Conditions*, the *Tentative Plat*, and the *Circulation Plan*. The *Tree Preservation Plan* identifies all trees 6 inches and greater diameter at breast height (d.b.h.) on the project site. Tree numbers are identified on the Tree Preservation Plan Sheets which correspond with the Tree Inventory in the Tree Report (see Section VB). The plan sheets mentioned above can be found in Section IIB of this Notebook.

- f) Conceptual drawings, illustrations and building elevations for each of the listed housing products and typical non-residential and mixed-use buildings to be constructed within the Preliminary Development Plan boundary, as identified in the approved SAP, and where required, the approved Village Center Design.

Response: The proposed PDP includes 16 Row Houses, which are detached single-family rowhomes. A concurrent application for the FDP for architecture is included in Section VI. The proposed elevations can be found in Exhibit VIC.

- g) A composite utility plan illustrating existing and proposed water, sanitary sewer, and storm drainage facilities necessary to serve the SAP.

Response: Proposed storm drainage facilities, and water and sanitary lines are shown on the *Composite Utility Plan* (see Section IIB in this Notebook).

- h) If it is proposed that the Preliminary Development Plan will be executed in Phases, the sequence thereof shall be provided.

Response: The PDP is proposed to be executed in one phase.

- i) A commitment by the applicant to provide a performance bond or other acceptable security for the capital improvements required by the project.

Response: The applicant will provide a performance bond or other acceptable security for the capital improvements required by the project.

- j) **At the applicant's expense, the City shall have a** Traffic Impact Analysis prepared, as required by Section 4.030(.02)(B), to review the anticipated traffic impacts of the proposed development. This traffic report shall include an analysis of the impact of the SAP on the local street and road network, and shall specify the maximum projected average daily trips and maximum parking demand associated with buildout of the entire SAP, and it shall meet Subsection 4.140(.09)(J)(2).

Response: A copy of the Traffic Impact Analysis is provided in Section IID.

H. PDP Application Submittal Requirements:

1. The Preliminary Development Plan shall conform with the approved Specific Area Plan, and shall include all information required by (.18)(D)(1) and (2), plus the following:
 - a) The location of water, sewerage and drainage facilities;
 - b) Conceptual building and landscape plans and elevations, sufficient to indicate the general character of the development;
 - c) The general type and location of signs;
 - d) Topographic information as set forth in Section 4.035;
 - e) A map indicating the types and locations of all proposed uses; and
 - f) A grading and erosion control plan illustrating existing and proposed contours as prescribed previously in this section.

Response: The proposed PDP generally conforms to the approved SAP Central, with the proposed refinements described in the following sections of this report. As demonstrated above, the PDP application includes all information required by 4.125(.18)(D)(1) and (2), as applicable to a PDP. The *Existing Conditions* shows the existing site features, including topographic features. Proposed lots to be created for development are shown on the *Tentative Plat*. The *Grading and Erosion Control Plan* shows the location of drainage facilities, topographic information, and grading and erosion control facilities. The *Composite Utility Plan* indicates the proposed location

of water and sanitary sewer lines and drainage facilities. The *Site/Land Use Plan* indicates the types and locations of all proposed uses in the Preliminary Development Plan. The plan sheets mentioned above can be found in Section IIB of this Notebook.

No signs are proposed at this time, as the SAP Central *Signage & Wayfinding Plan* does not indicate an identifier within the subject property.

The proposed PDP includes 16 Row Houses. Elevations for the rowhomes within the PDP are included in Exhibit VIC along with a concurrent request for FDP approval of the architecture.

2. In addition to this information, and unless waived by the **City's Community Development Director as enabled by Section 4.008(.02))B), at the applicant's expense, the City** shall have a Traffic Impact Analysis prepared, as required by Section 4.030(.02)(B), to review the anticipated traffic impacts of the proposed development. This traffic report shall include an analysis of the impact of the PDP on the local street and road network, and shall specify the maximum projected average daily trips and maximum parking demand associated with buildout of the entire PDP, and it shall meet Subsection 4.140(.09)(J)(2) for the full development of all five SAPs.

Response: A copy of the Traffic Impact Analysis is provided in Section IID.

3. The Preliminary Development Plan shall be sufficiently detailed to indicate fully the ultimate operation and appearance of the phase of development. However, approval of a Final Development Plan is a separate and more detailed review of proposed design features, subject to the standards of Section 4.125(.18)(L) through (P), and Section 4.400 through Section 4.450.

Response: The plan sheets for the proposed Preliminary Development Plan provide sufficient detail to show the ultimate operation and appearance of the subject phase of development. The FDP application is submitted concurrent with this PDP application (see Section VI of this Notebook).

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

Response: Copies of legal documents will be provided as appropriate and required by the Development Review Board.

I. PDP Approval Procedures

1. An application for PDP approval shall be reviewed using the following procedures:
 - a) Notice of a public hearing before the Development Review Board regarding a proposed PDP shall be made in accordance with the procedures contained in Section 4.012.
 - b) A public hearing shall be held on each such application as provided in Section 4.013.
 - c) After such hearing, the Development Review Board shall determine whether the proposal conforms to the permit criteria set forth in this Code, and shall approve, conditionally approve, or disapprove the application.

Response: In accordance with the procedures contained in Section 4.012, the City shall provide notice of a public hearing before the Development Review Board on the proposed Preliminary Development Plan. This report, in conjunction with all submitted information, demonstrates that the proposal conforms to the applicable **permit criteria set forth in the City's Code.**

J. PDP Refinements to Approved Specific Area Plan

1. In the process of reviewing a PDP for consistency with the approved Specific Area Plan, the Development Review Board may approve refinements, but not amendments, to the SAP. Refinements to the SAP may be approved by the Development Review Board as set forth in Section (.18)(J)(2), below.
 - a) Refinements to the SAP are defined as:
 - i. Changes to the street network or functional classification of streets that do not significantly reduce circulation system function or connectivity for vehicles, bicycles or pedestrians.

Response: The PDP design does not propose any refinements to the street network or functional classification of streets.

- ii. Changes to the nature or location of parks types, trails or open space that to not significantly reduce function, usability, connectivity, or overall distribution or availability of these uses in the Preliminary Development Plan.

Response: The *Villebois Village Master Plan* and SAP Central do not show any parks, linear greens, open space or pathways within the proposed PDP area. The PDP proposes the addition of 1,577 square feet of linear greens with Tracts C & D.

- iii. Changes to the nature or location of utilities or storm water facilities that do not significantly reduce the service or function of the utility or facility.

Response: The stormwater report details any refinements that are proposed (see Section IIC).

- iv. Changes to the location or mix of land uses that do not significantly alter the overall distribution or availability of uses in the Preliminary Development Plan. For the **purposes of this subsection, “land uses” or “uses” are defined in the aggregate, with** specialty condos, mixed use condos, urban apartments, condos, village apartments, neighborhood apartments, row houses and small detached uses comprising a land use group and medium detached, standard detached, large and estate uses comprising another.
- v. A change in density that does not exceed ten percent, provided such density change has not already been approved as a refinement to the underlying SAP or PDP, and does not result in fewer than 2,300 dwelling units in the Village.

Response: SAP Central was approved in 2006. Since the approval of SAP Central, ten (10) **separate PDP’s have been approved or submitted for approval and some** modifications of original approvals have also occurred. The following analysis reflects the final and current approved unit counts in PDP 1C, PDP 2C, PDP 3C, and PDP 4C, PDP 5C or Montague Park, PDP 6C, PDP 7C, PDP 8C, PDP 9C, and the pending application for PDP 10C.

For purposes of this analysis, it is important to keep in mind that changes to the **mix/location of “land uses” are to be evaluated as described by the code** - in the aggregate. The code defines one land use group as condos, apartments, row houses, and small detached uses - **which will be referred to as the ‘smaller land use group’ in the following analysis.** The recent Planning Director’s Interpretation approved under Case File AR12-0021 found small attached uses to be included in this smaller land use group. The code defines the second land use group as mediums, standards, large and estate uses - **which will be referred to as the ‘larger land use group’ in the following analysis.**

PDP 11C refines the subject area beyond what was described in SAP Central. The total density shown for the subject area in SAP Central is 18-32 Urban Apartments and 5-10 Condos. PDP 11C proposes 16 Row Houses.

Table A below shows the number of units in each land use category currently within SAP Central and the number of units in the SAP with the proposed refinement as well as the percent change in each aggregate land use category. Table B shows the number of units originally shown in SAP Central and the number of units with the proposed refinement, as well as the percent change in each aggregate land use category.

Table A. Comparison of Current and Proposed Unit Counts

	Current Unit Count in SAP C	Proposed Unit Count in SAP C	% Change
Medium/Standard/ Large/Estate	0	0	0%
Small Detached/ Small Cottage/ Row Homes/ Neighborhood Apt.	993	940	-5.3%
Total	993	940	-5.3%

Table B. Comparison of Original SAP Central and Proposed Unit Counts

	Original Unit Count in SAP C	Proposed Unit Count in SAP C	% Change
Medium/Standard/ Large/Estate	0	0	0%
Small Detached/ Small Cottage/ Row Homes/ Neighborhood Apt.	1,010	940	-6.9%
Total	1,010	940	-6.9%

NOTE: The Current Unit Count for SAP Central reflects the final approved unit counts for PDP 1C, PDP 2C, PDP 3C, PDP 4C, PDP 5C (Montague Park), PDP 6C, PDP 7C, PDP 8C, PDP 9C, and the proposed PDP 10C. This number includes PDP 2C modification of Lot 71 and PDP 11C, which are being submitted concurrently.

Both tables show that the proposed refinements do not exceed the 10% standard. This proposal results in a total of 2,522 units within Villebois. This is above the density of 2,300 units required to be obtained across Villebois, meeting the refinement criteria.

- vi. Changes that are significant under the above definitions, but necessary to protect an important community resource or improve the function of collector or minor arterial roadways.
 - a. As used herein, **“significant” means:**
 - i. More than ten percent of any quantifiable matter, requirement, or performance measure, as specified in (.18)(J)(1)(a), above, or,
 - ii. That which negatively affects an important, qualitative feature of the subject, as specified in (.18)(J)(1)(a), above.

Response: The PDP does not include changes that are significant under the above definitions. As the above findings demonstrate, the proposed refinements of providing row homes in place of apartments does not cause a quantifiable change greater than

10%. Additionally, the proposed refinements do not negatively affect an important, qualitative feature of Villebois as demonstrated in the following responses. The proposed refinements will provide a plan for the subject block that better addresses the transitional nature of its location. The proposed refinements contribute to the range of single-family home ownership options within the Village Center and within Villebois.

2. Refinements meeting the above definition may be approved by the DRB upon the demonstration and finding that:

- a) The refinements will equally or better meet the conditions of the approved SAP, and the Goals, Policies and Implementation Measures of the Villebois Village Master Plan.

Response: None of the conditions of approval for SAP Central are specific to the **proposed refinements. As the proposed refinements will not compromise the project's** ability to comply with SAP conditions of approval, they will equally meet the conditions of approval of SAP Central.

The proposed refinements will equally or better meet the following Goals, Policies and Implementation Measures of the *Villebois Village Master Plan* than the SAP Central plan.

- *Land Use, General Land Use Plan Goal - Villebois Village shall be a complete community that integrates land use, transportation, and natural resource elements to foster a unique sense of place and cohesiveness.*

The proposed PDP 11C plan better integrates natural resource elements with land uses and transportation through linear green areas.

- *Land Use, General Land Use Plan Policy 1 - The Villebois Village shall be a complete community with a wide range of living choices, transportation choices, and working and shopping choices. Housing shall be provided in a mix of types and densities resulting in a minimum of 2,300 dwelling units within the Villebois Village Master Plan area.*

The proposed PDP 11C plan meets this Land Use Plan Policy by contributing to the range of living choices for detached single-family home ownership. The SAP showed 18-32 Urban Apartments and 5-10 Condos. Now, 16 Row Houses are proposed. The proposal of Row House units meets current market demand and city-wide goals while complying with the urban design goals and density targets in the Village Center. This project continues to comply with the minimum density of 2,300 units across Villebois.

- *Villebois Village Master Plan, Village Center Policy 1 - The Village Center shall be a highly pedestrian-oriented place that is the focus of a mix of residential, shopping, service, and civic and mixed-use buildings.*

The proposed PDP 11C plan meets this Land Use Plan Policy with the addition of linear green areas. Proposed buildings are oriented toward street frontages and include semi private outdoor spaces in the form of covered entries and fenced front yards. As described above, PDP 11C contributes to the mix of

residential options in the Village Center by providing additional ownership options for single-family homes.

- Villebois Village Master Plan, Village Center Policy 2 - *The Village Center shall encourage multi-modal transportation system opportunities with good access by vehicular, pedestrian, bicycle and transit traffic.*

The proposed PDP 11C plan encourages multi-modal transportation system opportunities by providing convenient vehicular access through alleys, encouraging pedestrian oriented street frontages by providing for garage access from alleys.

- Villebois Village Master Plan, Village Center Implementation Measure 2 - *Specify a mixture of uses (residential, commercial, retail, civic, and office development) with the implementing Village zone that will support the long-term vitality of the Village Center and enhance the creation of a true urban village at its core. Employment may include uses related to high-tech businesses. The Village Center is intended to provide locations for uses consistent with, but not limited to, the following examples.*
 - *Consumer Goods: bookstore, clothing, florist, jeweler, pet shop, bicycle shop.*
 - *Food & Sundries: bakery, specialty grocery, hardware, laundromat, dry cleaner, gifts.*
 - *General Office: professional offices, non-profit, health services, governmental services, real estate, insurance, travel.*
 - *Service Commercial: bank, day care center, photo processing, telecommunications, upholstery shop.*
 - *Lifestyle & Recreation: hair salon, specialty retail, theater, video/DVD store, art gallery, health club, restaurants, dance studio.*
 - *Hospitality: hotel, bed and breakfast, conference center.*
 - *Light Manufacturing/Research and Development.*
 - ***Civic/Institutional: meeting hall, library, museum, churches, farmer's market, community center.***
 - *Residential: condominiums, apartments, and townhouses*

The proposed PDP 11C plan is consistent with the Village Center Implementation Measure 2 by providing single family residential detached row houses. This use is included in the above list of intended Village Center uses. As described above, PDP 11C contributes to the mix of residential options in the Village Center by providing additional single-family home ownership options. Additionally, the proposed PDP 11C provides convenient vehicular access through alleys and provides street frontages that are pedestrian oriented with covered entries and fenced front yards.

- Parks and Open Space/Off-Street Trails and Pathways Goal - *The Parks system within Villebois Village shall create a range of experiences for its residents and visitors through an interconnected network of pathways, parks, trails, open space and other public spaces that protect and enhance the site's*

natural resources and connect Villebois to the larger regional park/open space system.

The Villebois Village Master Plan and SAP Central do not show any parks, linear greens, open space or pathways within the proposed PDP area. Linear green areas are proposed to provide public open spaces.

- *Parks and Open Space/Off-Street Trails and Pathways Implementation Measure 3-* *Parks and open spaces shall be designed to incorporate native vegetation, landforms and hydrology to the fullest extent possible.*

The proposed PDP 11C plan incorporates native vegetation, landforms and hydrology to the fullest extent possible, given the planned level of urban uses on this site.

- *Parks and Open Space/Off-Street Trails and Pathways Implementation Measure 9-* *The design of Villebois shall retain the maximum number of **existing trees practicable that are six inches or more DBH in the “Important” and “Good” tree rating categories, which are defined in the Community Elements Books. Trees rated “Moderate” shall be evaluated on an individual basis as regards retention. Native species of trees and trees with historical importance shall be given special consideration for retention.***

As described in the Tree Report attached in Section VB of the Notebook, **no trees on the site are rated as “Important” and all trees were evaluated on an individual basis in regards to retention.**

- b) The refinement will not result in significant detrimental impacts to the environment or natural or scenic resources of the PDP and Village area, and

Response: As described above, the proposed refinements will better meet the goals, policies, and implementation measures of the VVMP and the framework of SAP Central and do not impact environmental or natural or scenic resources within the PDP or the Village area.

- c) The refinement will not preclude an adjoining or subsequent PDP or SAP from development consistent with the approved SAP or Master Plan.

Response: These refinements in and of themselves have no effect on the development potential of an adjoining or subsequent PDP. Therefore, these refinements will not preclude an adjoining or subsequent PDP or SAP from developing consistent with the approved SAP or *Master Plan*.

3. Amendments to the SAP, not including SAP amendments for phasing, must follow the same procedures applicable to adoption of the SAP itself. Amendments are defined as changes to elements of the SAP not constituting a refinement.
4. Amendments to the SAP for phasing will be processed as a Class II administrative review proposal.

Response: This application does not include an amendment of SAP Central to modify the SAP phasing plan.

K. PDP Approval Criteria

The Development Review Board may approve an application for a PDP only upon finding that the following approval criteria are met:

1. That the proposed PDP:
 - a. Is consistent with the standards identified in this section.

Response: This Supporting Compliance Report provides an explanation of how the proposed development is consistent with the standards of the Village zone.

- b. Complies with the applicable standards of the Planning and Land Development Ordinance, including Section 4.140(.09)(J)(1)-(3).

Response: This Supporting Compliance Report provides an explanation of how the proposed development is consistent with the applicable standards of the Planning and Land Development Ordinance. A description of how the proposed development complies with Section 4.140(.09)J.1-3 is included in the subsequent pages of this report.

- c. Is consistent with the approved Specific Area Plan in which it is located.

Response: The proposed Preliminary Development Plan is consistent with Specific Area Plan - Central, as demonstrated by the plan sheets located in Section IIB and this report, and as refined and described earlier in this report.

- d. Is consistent with the approved Pattern Book and, where required, the approved Village Center Architectural Standards

Response: The proposed Row Homes are consistent with the Village Center Architectural Standards (VCAS), as demonstrated with the concurrent FDP application in Section VI. Proposed lots are sized to accommodate the proposed Row Homes consistent with *Table V-1*.

COMMUNITY ELEMENTS BOOK

Lighting Master Plan

Response: This PDP application includes plans for street lighting within PDP 11C as illustrated on the *Street Tree/Lighting Plan*. The proposed lighting is consistent with the Community Elements Book.

Curb Extensions

Response: As shown on the *Circulation Plan*, a pedestrian calming curb extensions exist along Valencia Lane and Campanile Lane to facilitate crossing of those streets.

The location of these curb extensions is consistent with the Curb Extension Concept Plan Diagram in the Community Elements Book.

Street Tree Master Plan

Response: As shown on the *Street Tree/Lighting Plan*, street trees proposed along the streets in the PDP area are consistent with the respective designated street tree lists.

Site Furnishings

Response: No site furnishings are proposed with this PDP/FDP application.

Play Structures

Response: No play structures are proposed with this PDP/FDP application.

Tree Protection

Response: The Tree Protection component of the Community Elements Book for SAP - Central (page 15) describes the goal, policies, and implementation measures that were used to promote the protection of existing trees in the design of the PDP area. The *Tree Preservation Plan* shows that no trees are proposed for preservation. A *Tree Protection Plan* has been prepared for this PDP, consistent with Implementation Measures 1 and 2 of the Tree Protection component of the *Community Elements Book*. The *Tree Protection Plans* were based on a Tree Report prepared by Morgan E. Holen, a certified arborist (see Section V of this notebook).

Plant List

Response: The *Community Elements Book* approved with SAP - Central contains a Plant List (pages 16-18) of non-native and native trees, shrubs, and groundcovers, ferns, herbs, vines, perennials, grasses, and bulbs for species to plant throughout Villebois. Within the rights-of-way in this PDP, only street trees and rainwater components are proposed. Additional landscaping details are provided with the FDP application which is submitted concurrent with this PDP (see Section VI of this Notebook).

MASTER SIGNAGE AND WAYFINDING PLAN

Response: No signs are proposed, as the SAP Central *Signage & Wayfinding Plan* does not indicate any identifiers within the subject property.

RAINWATER PROGRAM

Response: A rainwater management plan is included with the supporting utility reports located in Section IIC of this Notebook. Rainwater management within PDP 11C will be provided through street trees and bio-retention cells located in landscape tracts and planter strips in rights-of-way, as shown within the attached plans (Section IIB of this Notebook). The rainwater management plan included in this application includes refinements to the rainwater program for SAP Central.

3. If the PDP is to be phased, that the phasing schedule is reasonable and does not exceed two years between commencement of

development of the first, and completion of the last phase, unless otherwise authorized by the Development Review Board.

Response: The PDP is proposed to be executed in one phase.

4. Parks within each PDP or PDP phase shall be constructed prior to occupancy of 50% of the dwelling units in the PDP or PDP phase, unless weather or special circumstances prohibit completion, in which case bonding for the improvements shall be permitted.

Response: No parks are proposed within PDP 11C. Therefore, this section does not apply.

5. In the Central SAP, parks shall be constructed within each PDP as provided above, and that pro-rata portion of the estimated cost of Central SAP parks not within the PDP, calculated on a dwelling unit basis, shall be bonded or otherwise secured to the satisfaction of the city.

Response: No parks are proposed within PDP 11C. Therefore, this section does not apply.

6. The Development Review Board may require modifications to the PDP, or otherwise impose such conditions as it may deem necessary to ensure conformance with the approved SAP, the Villebois Village Master Plan, and compliance with applicable requirements and standards of the Planning and Land Development Ordinance, and the standards of this section.

Response: This report demonstrates that the proposed Preliminary Development Plan is in conformance with Specific Area Plan - Central, and thus, the *Villebois Village Master Plan* as well as the applicable requirements and standards of the Planning and Land Development Ordinance.

SECTION 4.139 SIGNIFICANT RESOURCE OVERLAY ZONE (SROZ) ORDINANCE

Response: The PDP 11C application does not include any areas within the SROZ. Therefore, Section 4.139 does not apply.

SECTION 4.140 PLANNED DEVELOPMENT REGULATIONS

(.09) FINAL APPROVAL (STAGE TWO)

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

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

Response: This Supporting Compliance Report demonstrates that the location, design, size, and uses proposed with the PDP are both separately and as a whole consistent with SAP Central, and thus the *Villebois Village Master Plan*, **the City's** Comprehensive Plan designation of Residential - Village for the area, and **the City's** Planning and Land Development Ordinance.

2. That the location, design, size and uses are such that traffic generated by the development at the most probable used intersection(s) can be accommodated safely and without congestion in excess of Level of Service D, as defined in the Highway Capacity manual published by the National Highway Research Board, on existing or immediately planned arterial or collector streets and will, in the case of commercial or industrial developments, avoid traversing local streets. Immediately planned arterial and collector streets are those **listed in the City's adopted Capital Improvement Program**, for which funding has been approved or committed, and that are scheduled for completion within two years of occupancy of the development or four year if they are an associated crossing, interchange, or approach street improvement to Interstate 5.

Response: The location, design, size and uses are such that traffic generated within the PDP at the most heavily used intersection(s) can be accommodated safely and without congestion in excess of Level of Service D. The proposed uses and the circulation system are consistent with the SAP - Central application, which included an Internal Circulation Evaluation including an assessment of intersection performance by DKS Associates. A copy of the Traffic Impact Analysis is attached in Section IID of this Notebook.

- a. In determining levels of Service D, the City shall hire a traffic **engineer at the applicant's expense who shall** prepare a written report containing the following minimum information for consideration by the Development Review Board:
 - i. An estimate of the amount of traffic generated by the proposed development, the likely routes of travel of the estimated generated traffic, and the source(s) of information of the estimate of the traffic generated and the likely routes of travel; (Amended by Ord 561, adopted 12/15/03.)
 - ii. What impact the estimate generated traffic will have on existing level of service including traffic generated by (1) the development itself, (2) all existing developments, (3) Stage II developments approved but not yet built, and (4) all developments that have vested traffic generation rights under section 4.140(.10), through the most probable used

intersection(s), including state and county intersections, at the time of peak level of traffic. This analysis shall be conducted for each direction of travel if backup from other intersections will interfere with intersection operations. (Amended by Ord 561, adopted 12/15/03.).

Response: The traffic generated by the PDP and its impact on the existing LOS will be consistent with the SAP - Central application. A copy of the Traffic Impact Analysis is attached in Section IID of this Notebook.

- b. The following are exempt from meeting the Level of Service D criteria standard:
 - i. A planned development or expansion thereof which generates three (3) new p.m. peak hour traffic trips or less;
 - ii. A planned development or expansion thereof which provides an essential governmental service.

Response: This PDP does not request an exemption from meeting the Level of Service D; therefore this criterion does not apply to this project.

- c. Traffic generated by development exempted under this subsection on or after Ordinance No. 463 was enacted shall not be counted in determining levels of service for any future applicant. (Added by Ord 561, adopted 12/15/03.)

Response: The traffic generated by the PDP will be consistent with the SAP - Central application. A copy of the Traffic Impact Analysis is attached in Section IID of this Notebook.

- d. **Exemptions under 'b' of this subsection shall not** exempt the development or expansion from payment of system development charges or other applicable regulations. (Added by Ord 561, adopted 12/15/03.)

Response: **The subject PDP is not exempt from subsection 'b' and the system development charges will be provided as required.**

- e. In no case will development be permitted that creates an **aggregate level of traffic at LOS "F"**. (Added by Ord 561, adopted 12/15/03.)

Response: The traffic generated by the PDP will be consistent with the SAP - Central application. The DKS evaluation for SAP Central showed that the development

will not create an aggregate level of traffic at LOS “F”. A copy of the Traffic Impact Analysis is attached in Section IID of this Notebook.

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

Response: This Supporting Compliance Report, the Utility and Drainage Reports (see Section IIC of this notebook) and the plan sheets (see *Composite Utility Plan* in Section IIB) show that the future residents of PDP-11 Central will be adequately served by the planned facilities and services.

SECTION 4.154. ON-SITE PEDESTRIAN ACCESS AND CIRCULATION

(.02) On-site Pedestrian Access and Circulation

- A. The purpose of this section is to implement the pedestrian access and connectivity policies of the Transportation System Plan. It is intended to provide for safe, reasonably direct, and convenient pedestrian access and circulation.

Response: PDP 11C will be in compliance with Section 4.154 and provide for safe, reasonably direct, and convenient pedestrian access and circulation, as described below.

- B. Standards. Development shall conform to all the following standards:
 1. Continuous Pathway System. A pedestrian pathway system shall extend throughout the development site and connect to adjacent sidewalks, and to all future phases of the development, as applicable.

Response: Pedestrian pathway systems (sidewalks) in PDP 11C extend throughout the development site and connect to adjacent sidewalks.

2. Safe, Direct, and Convenient. Pathways within developments shall provide safe, reasonably direct, and convenient connections between primary building entrances and all adjacent parking areas, recreational areas/playgrounds, and public rights-of-way and crosswalks based on all of the following criteria:

Response: The **Rowhomes'** entryways will connect with public sidewalks through private pathways.

- a. Pedestrian pathways area designed primarily for pedestrian safety and convenience, meaning they are free from hazards and provide a reasonably smooth and consistent surface.

Response: Pedestrian pathways will be free from hazards and will provide a reasonably smooth and consistent surface.

- b. The pathway is reasonably direct. A pathway is reasonably direct when it follows a route between destinations that does not involve a significant amount of unnecessary out-of-direction travel.

Response: The pathways will be reasonably direct and will not involve a significant amount of unnecessary out-of-direction travel.

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

Response: Pathways connect to the primary building entrances in compliance with the Americans with Disabilities Act (ADA) requirements.

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

Response: There are no proposed parking lots; therefore, this criteria is not applicable.

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

Response: Sidewalks adjacent to streets are separated from vehicle travel areas by planter strips and curbs. Pedestrian crossings of streets or access aisles are facilitated with either curb extensions or painted crosswalks.

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

Response: Where pathways cross parking or driving areas, they will be clearly marked with contrasting paint.

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

Response: Primary pathways will be constructed of concrete, not less than five (5) feet in width.

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

Response: Pathways will be clearly marked with appropriate standard signs.

(.02) General Terrain Preparation

- A. All developments shall be planned designed, constructed and maintained with maximum regard to natural terrain features and topography, especially hillside areas, floodplains, and other significant land forms.
- B. All grading, filling and excavating done in connection with any development shall be in accordance with the Uniform Building Code, all development shall be planned, designed, constructed and maintained so as to:
 - 1. Limit the extent of disturbance of soils and site by grading, excavation and other land alterations.
 - 2. Avoid substantial probabilities of: (1) accelerated erosion; (2) pollution, contamination or siltation of lakes, rivers, streams and wetlands; (3) damage to vegetation; (4) injury to wildlife and fish habitats.
 - 3. Minimize the removal of trees and other native vegetation that stabilize hillsides, retain moisture, reduce erosion, siltation and nutrient runoff, and preserve the natural scenic character.

Response: The plan sheets located in Section IIB demonstrate that the subject Preliminary Development Plan is designed with maximum regard to natural terrain features and topography. The subject PDP does not contain hillside areas or flood plains. The *Grading and Erosion Control Plan* shows proposed grading within the subject area and the *Tree Preservation Plan* shows proposed tree preservation.

All subsequent grading, filling and excavating will be done in accordance with the Uniform Building Code. Disturbance of soils and removal of trees and other native vegetation will be limited to the extent necessary to construct the proposed development. Construction will occur in a manner that avoids substantial probabilities of accelerated erosion; pollution, contamination or siltation of lakes, rivers, streams and wetlands; damage to vegetation; and injury to wildlife and fish habitats.

(.03) Hillsides: All developments proposed on slopes greater than 25% shall be limited to the extent that:

Response: The subject Preliminary Development Plan does not include any areas of slopes in excess of 25%. Therefore, this standard does not apply to this application.

(.04) Trees and Wooded Areas.

- A. All developments shall be planned, designed, constructed and maintained so that:
 - 1. Existing vegetation is not disturbed, injured, or removed prior to site development and prior to an approved plan for circulation, parking and structure location.

2. Existing wooded areas, significant clumps/groves of trees and vegetation, and all trees with a diameter at breast height of six inches or greater shall be incorporated into the development plan and protected wherever feasible.
 3. Existing trees are preserved within any right-of-way when such trees are suitably located, healthy, and when approved grading allows.
- B. Trees and woodland areas to be retained shall be protected during site preparation and construction according to City Public Works design specifications, by:
1. Avoiding disturbance of the roots by grading and/or compacting activity.
 2. Providing for drainage and water and air filtration to the roots of trees which will be covered with impermeable surfaces.
 3. Requiring, if necessary, the advisory expertise of a registered arborist/horticulturist both during and after site preparation.
 4. Requiring, if necessary, a special maintenance, management program to insure survival of specific woodland areas of specimen trees or individual heritage status trees.

Response: The *Tree Preservation Plan*, located in Section IIB, depicts existing trees within the subject area and identifies trees to be retained and to be removed. **This application includes a request for approval of a Type “C” Tree Removal Plan**, which can be found in Section V of this Notebook.

Section V includes the Tree Report prepared by Morgan Holen addressing existing trees and development impacts within the subject area, a tree inventory and tree mitigation details. **No trees on the site are rated as “Important” and all trees were evaluated on an individual basis in regards to retention.** Based on the Tree Report and the proposed PDP, no trees will be retained.

(.05) High Voltage Power Line Easements and Rights of Way and Petroleum Pipeline Easements:

- A. Due to the restrictions placed on these lands, no residential structures shall be allowed within high voltage powerline easements and rights of way and petroleum pipeline easements, and any development, particularly residential, adjacent to high voltage powerline easements and rights of way and petroleum pipeline easement shall be carefully reviewed.
- B. Any proposed non-residential development within high voltage powerline easements and rights of way and petroleum pipeline easements shall be coordinated with and approved by the Bonneville Power Administration, Portland General Electric Company or other appropriate utility, depending on the easement or right of way ownership.

Response: This Preliminary Development Plan does not contain any high voltage powerline or petroleum pipeline easements or rights of way.

(.06) Hazards to Safety: Purpose:

- A. To protect lives and property from natural or human-induced geologic or hydrologic hazards and disasters.
- B. To protect lives and property from damage due to soil hazards.
- C. To protect lives and property from forest and brush fires.
- D. To avoid financial loss resulting from development in hazard areas.

Response: Development of the subject area will occur in a manner that minimizes potential hazards to safety.

(.07) Standards for Earth Movement Hazard Areas:

- A. No development or grading shall be allowed in areas of land movement, slump or earth flow, and mud or debris flow, except under one of the following conditions.

Response: Development of the subject area will occur in a manner that minimizes potential hazards to safety. No earth movement hazard areas have been identified within the subject PDP area.

(.08) Standards for Soil Hazard Areas:

- A. Appropriate siting and design safeguards shall insure structural stability and proper drainage of foundation and crawl space areas for development on land with any of the following soil conditions: wet or high water table; high shrink-swell capability; compressible or organic; and shallow depth-to-bedrock.
- B. The principal source of information for determining soil hazards is the State DOGAMI Bulletin 99 and any subsequent bulleting and accompanying maps. Approved site-specific soil studies shall be used to identify the extent and severity of the hazardous conditions on the site, and to update the soil hazards database accordingly.

Response: Development of the subject area will occur in a manner that minimizes potential hazards to safety. No soil hazard areas have been identified within the subject area.

(.09) Historic Protection: Purpose:

- A. To preserve structures, sites, objects, and areas within the City of Wilsonville having historic, cultural, or archaeological significance.

Response: A Historic/ Cultural Resource Inventory was previously conducted for the property identified as SAP - Central. The inventory shows that the subject PDP does not include any sites, objects, or areas having historic, cultural, or archaeological significance. Therefore, the standards of this section are not applicable.

SECTION 4.172 FLOOD PLAIN REGULATIONS

Response: The site does not include any areas identified as flood plain.

SECTION 4.176

LANDSCAPING, SCREENING & BUFFERING

Response: Landscaping will be provided in accordance with the standards in Section 4.176. The *Street Tree/Lighting Plan* depicts street trees along rights-of-way within the subject Preliminary Development Plan area. The plan has been developed in conformance with the Community Elements Book and the applicable standards of Section 4.176. Landscaping details will be reviewed with the concurrent FDP application in Section VI of this Notebook.

SECTION 4.177

STREET IMPROVEMENT STANDARDS

Response: Adjacent street rights-of-way will be dedicated in conformance with required widths. The plan sheets located in Section IIB demonstrate that all proposed access drives (alleys) within the PDP area will have a minimum improvement width of 16 feet and will provide two- way and one-way travel. All access drives will be constructed with a hard surface capable of carrying a 23-ton load. Easements for fire access will be dedicated as required by the fire department. All access drives will be designed to provide a clear travel lane free from any obstructions.

Clear vision areas will be maintained in accordance with the standards of Subsection 4.177(.01)(I). Vertical clearance will be maintained over all streets and access drives in accordance with Subsection 4.177(.01)(J).

SECTION 4.610.40

TYPE C PERMIT

A request for approval of the Tree Removal Plan for PDP 11 - Central can be found in Section V of this Notebook.

II. PROPOSAL SUMMARY & CONCLUSION

This Supporting Compliance Report demonstrates compliance with the applicable requirements of the Village Zone and other applicable requirements of the City of Wilsonville Planning & Land Development Ordinance for the requested Preliminary Development Plan. Therefore, the applicant requests approval of this application. Concurrent applications for a Tentative Plat - Subdivision, Zone Change, Tree Removal Plan, and Final Development Plan are included in this notebook as Sections III, IV, V, and VI respectively, pursuant to City requirements.

IIB) Reduced Drawings

BERKSHIRE NO. 2

VILLEBOIS DETACHED ROW HOMES

PRELIMINARY DEVELOPMENT PLAN 11C

TL 3300, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 15 W.M.
CITY OF WILSONVILLE, OREGON

APPLICANT:

RCS - VILLEBOIS DEVELOPMENT, LLC
371 CENTENNIAL PKWY
LOUISVILLE, CO 80027
[P] 503-535-1615
CONTACT: RUDY KADLUB

PLANNER:

PACIFIC COMMUNITY DESIGN, INC
12564 SW MAIN STREET
TIGARD, OR 97223
[P] 503-941-9484
CONTACT: STACY CONNERY, AICP

CIVIL ENGINEER:

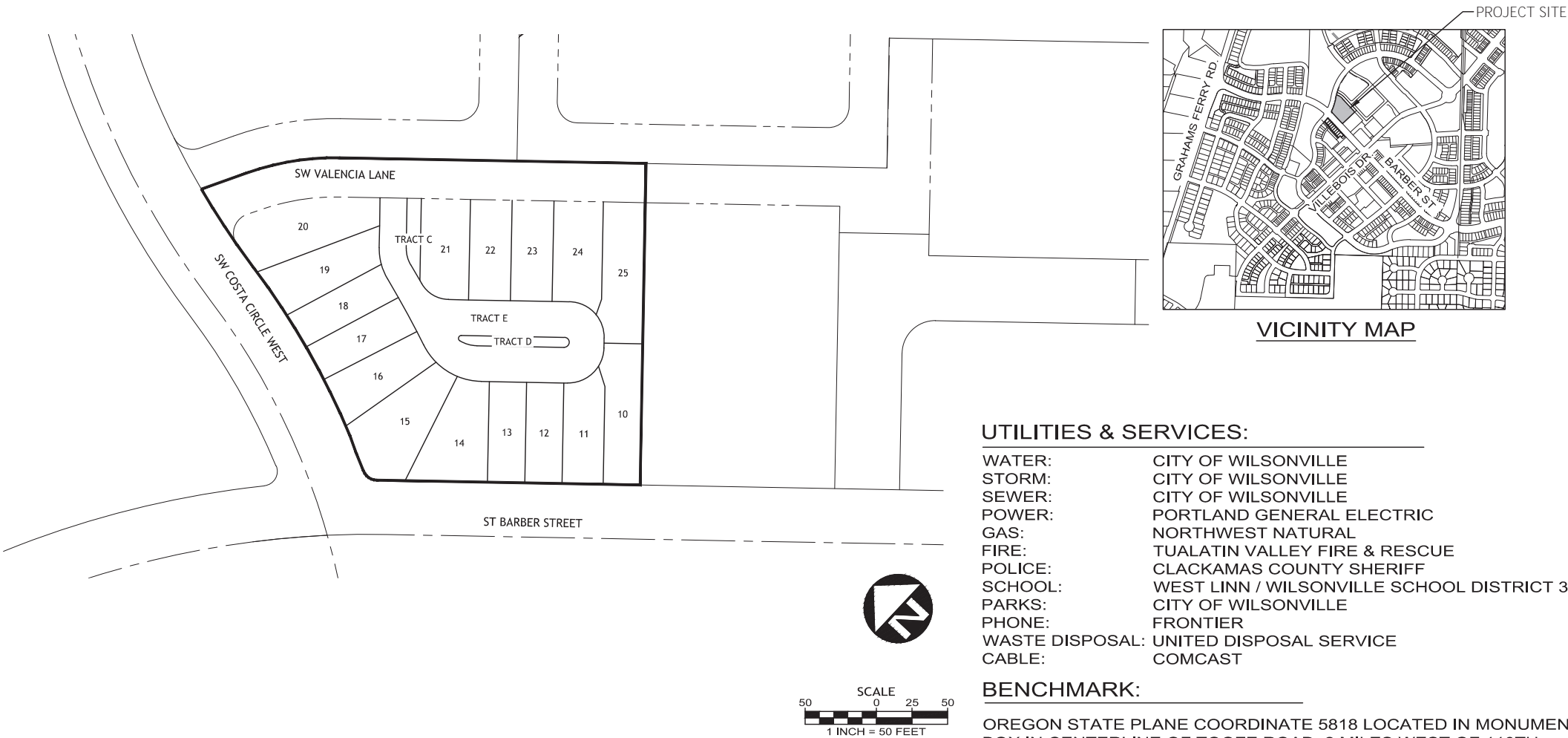
PACIFIC COMMUNITY DESIGN, INC
12564 SW MAIN STREET
TIGARD, OR 97223
[P] 503-941-9484
CONTACT: JESSIE KING, PE

SURVEYOR:

PACIFIC COMMUNITY DESIGN, INC
12564 SW MAIN STREET
TIGARD, OR 97223
[P] 503-941-9484
CONTACT: TRAVIS JANSEN, PLS, PE

LANDSCAPE ARCHITECT:

PACIFIC COMMUNITY DESIGN, INC
12564 SW MAIN STREET
TIGARD, OR 97223
[P] 503-941-9484
CONTACT: KERRY LANKFORD, RLA, CLARB



UTILITIES & SERVICES:

WATER:	CITY OF WILSONVILLE
STORM:	CITY OF WILSONVILLE
SEWER:	CITY OF WILSONVILLE
POWER:	PORTLAND GENERAL ELECTRIC
GAS:	NORTHWEST NATURAL
FIRE:	TUALATIN VALLEY FIRE & RESCUE
POLICE:	CLACKAMAS COUNTY SHERIFF
SCHOOL:	WEST LINN / WILSONVILLE SCHOOL DISTRICT 3JT
PARKS:	CITY OF WILSONVILLE
PHONE:	FRONTIER
WASTE DISPOSAL:	UNITED DISPOSAL SERVICE
CABLE:	COMCAST

BENCHMARK:

OREGON STATE PLANE COORDINATE 5818 LOCATED IN MONUMENT BOX IN CENTERLINE OF TOOZE ROAD .2 MILES WEST OF 110TH.

ELEVATION DATUM: NAVD 88, ELEVATION = 202.991

SHEET INDEX:

- 1 COVER SHEET
- 2 EXISTING CONDITIONS
- 3 SITE / LAND USE PLAN
- 4 PRELIMINARY PLAT
- 5 PRELIMINARY GRADING & EROSION CONTROL PLAN
- 6 COMPOSITE UTILITY PLAN
- 7 CIRCULATION PLAN & STREET SECTIONS
- 8 PARKING PLAN
- 9 TREE PRESERVATION PLAN
- 10 MASTER FENCING PLAN
- L1 PLANTING PLAN, NOTES & PLANTING DETAILS
- L2 TYPICAL FRONT YARD PLANTING PLAN



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

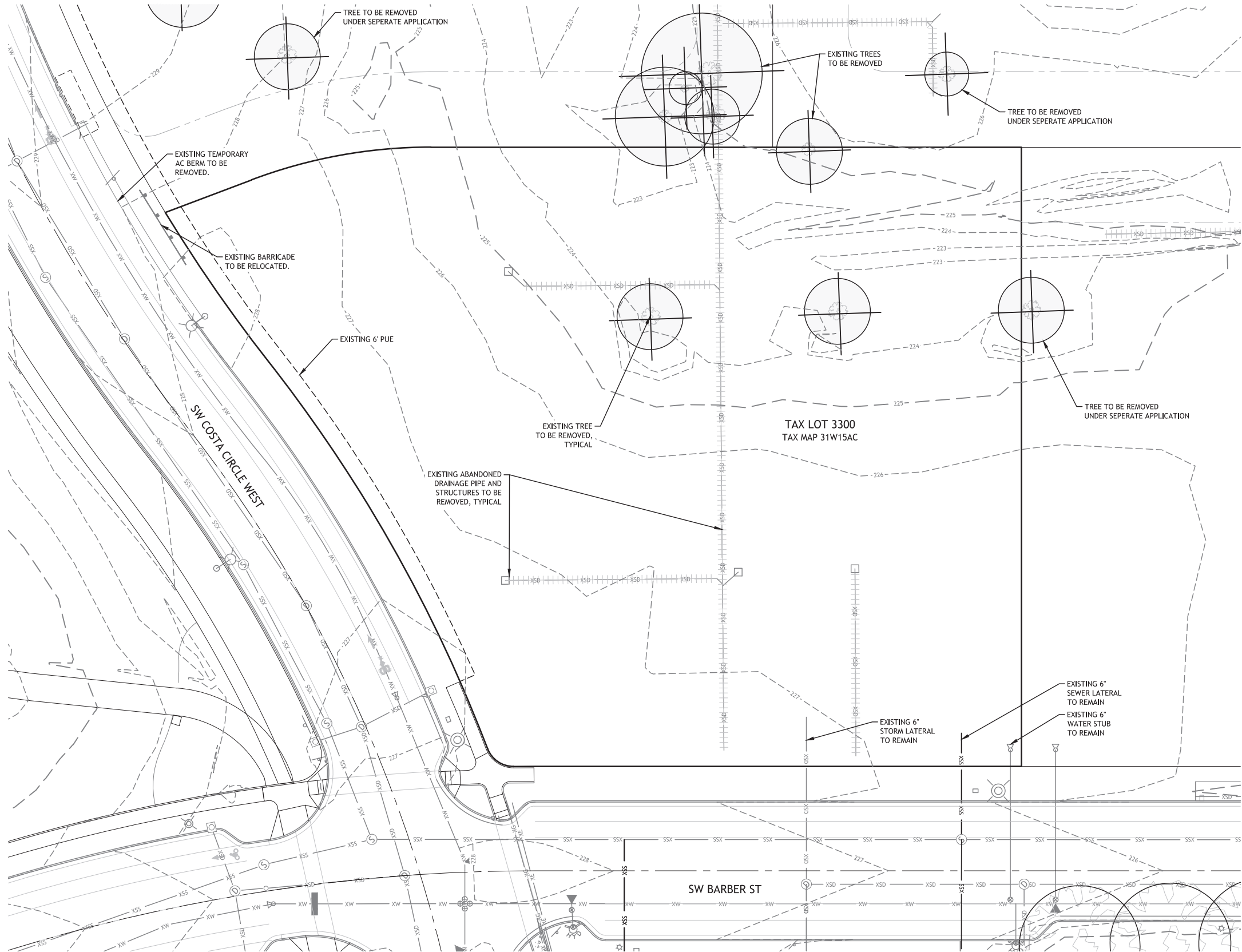
REVISIONS		
NO.	DATE	DESCRIPTION

BERKSHIRE
NO. 2
PDP- 11C

COVER
SHEET

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

N:\proj\398-06\109 Drawings\03 Planning Sheets - Planning Submittal\PDp-11C\398061 PDP11C (2)PEXCON.dwg - SHEET: 22x34 Aug 05, 2016 - 3:48pm brian



LEGEND

---	EASEMENT LINES
---	EXISTING RIGHT-OF-WAY
---	EXISTING CENTERLINE
---	EXISTING PROPERTY LINE
---	EXISTING BOUNDARY LINE
---	EXISTING SIDEWALK
---	EX 1-FOOT CONTOURS
---	EX 5-FOOT CONTOURS
---	EX SANITARY SEWER
---	EX STORM DRAIN
---	EX WATER LINE
---	EX GAS LINE
---	EX BURIED POWER LINE
---	EX OVERHEAD POWER LINE
---	EX CABLE TV LINE
---	EX TELEPHONE LINE
---	EX SANITARY MANHOLE
---	EX SANITARY CLEANOUT
---	EX STORM MANHOLE
---	EX AREA DRAIN
---	EX CURB INLET
---	EX STORM CLEANOUT
---	EX FIRE HYDRANT
---	EX WATER METER
---	EX WATER VALVE
---	EX BLOW-OFF
---	EX AIR RELEASE VALVE
---	EX GAS VALVE
---	EX CABLE RISER
---	EX TELEPHONE RISER
---	EX LIGHT POLE
---	EXISTING FENCE
---	EXISTING ELECTRIC VAULT
---	EXISTING RETAINING WALL
---	EX TREES TO REMAIN
---	DRAINAGE SLOPE DIRECTION



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

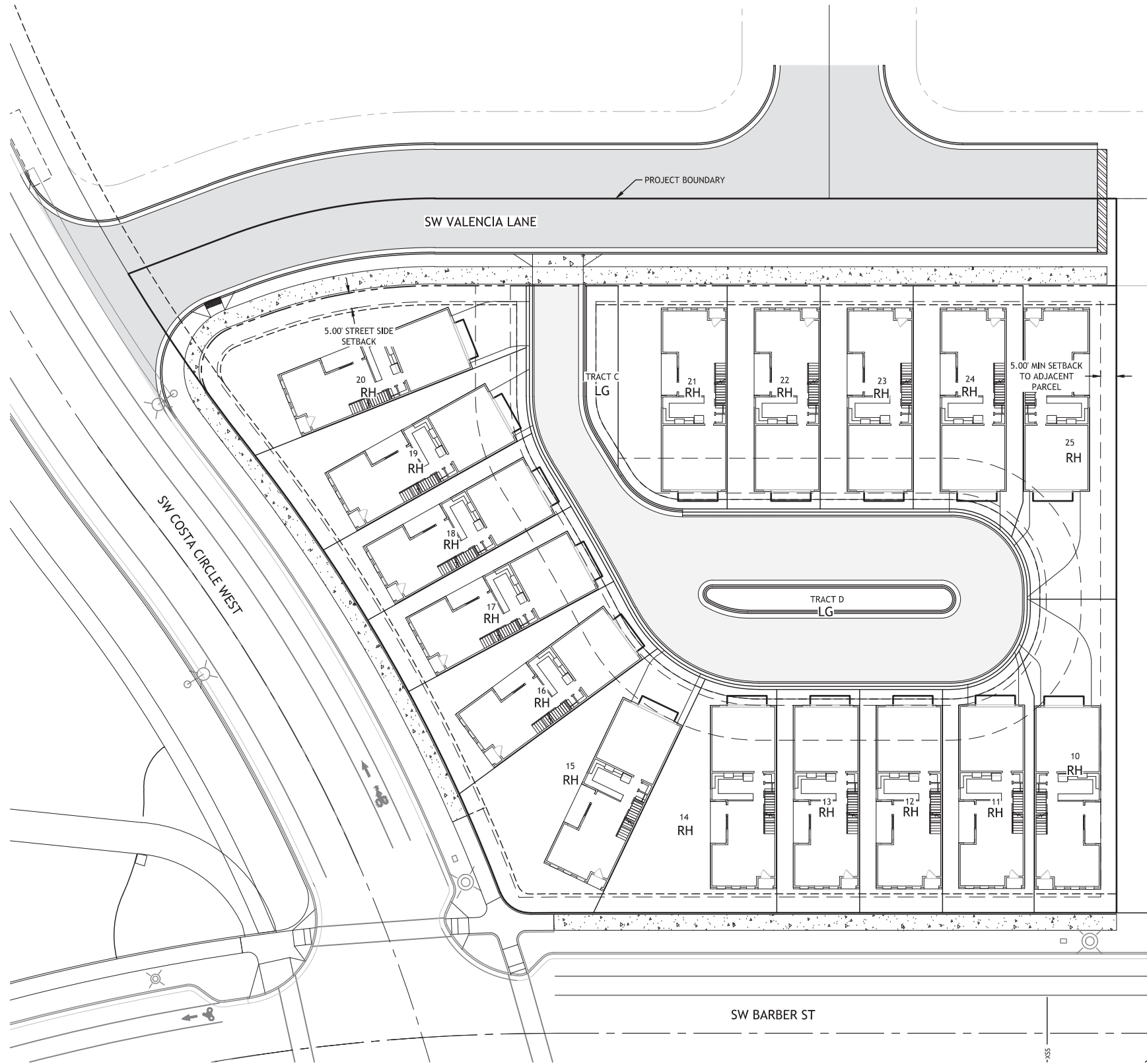
REVISIONS		
NO.	DATE	DESCRIPTION

BERKSHIRE
NO. 2
PDP- 11C

EXISTING
CONDITIONS &
DEMOLITION
PLAN

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

N:\proj\398-06\109 Drawings\03 Planning Sheets - Planning Submittal\PDp-11C\398061 PDP11C (3)PSITE.dwg - SHEET: 22x34 Aug 05, 2016 - 3:49pm bilan



LEGEND

- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED CURB AND GUTTER
- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED BUILDING SETBACK
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PDP BOUNDARY LINE
- PROPOSED HANDICAP RAMP
- PROPOSED A.C. PAVING
- PROPOSED SIDEWALK
- PROPOSED SIDEWALK BY OTHERS
- EXISTING SIDEWALK

LEGEND:

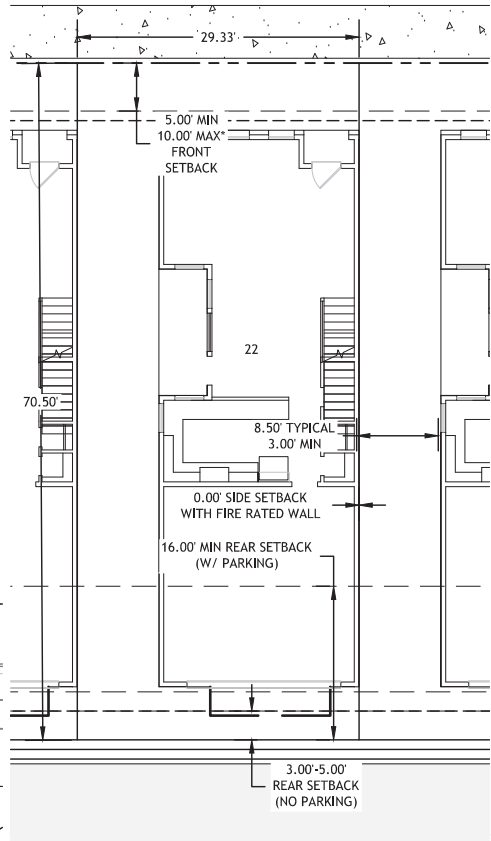
- RH ROW HOUSE LOTS
- LG LINEAR GREEN SPACE

LOT COUNT:

16	ROW HOUSE LOTS
16	TOTAL

LAND AREA TABLE:

TOTAL AREA	1.29 AC
PUBLIC STREETS:	0.20 AC
LINEAR GREEN SPACE:	0.03 AC
LOTS & ALLEYS:	1.06 AC
AVG. DENSITY PER NET ACRE:	
16 / 1.06 =	16.00 UNITS / AC



* PORCHES, STAIRS, STOOPS, DECKS, CANOPIES, BALCONIES, BAY WINDOWS, CHIMNEYS, AWNINGS AND OTHER BUILDING PROJECTIONS MAY ENCR OACH UP TO THE PUBLIC WAY.

TYPICAL LOT PLAN



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

REVISIONS

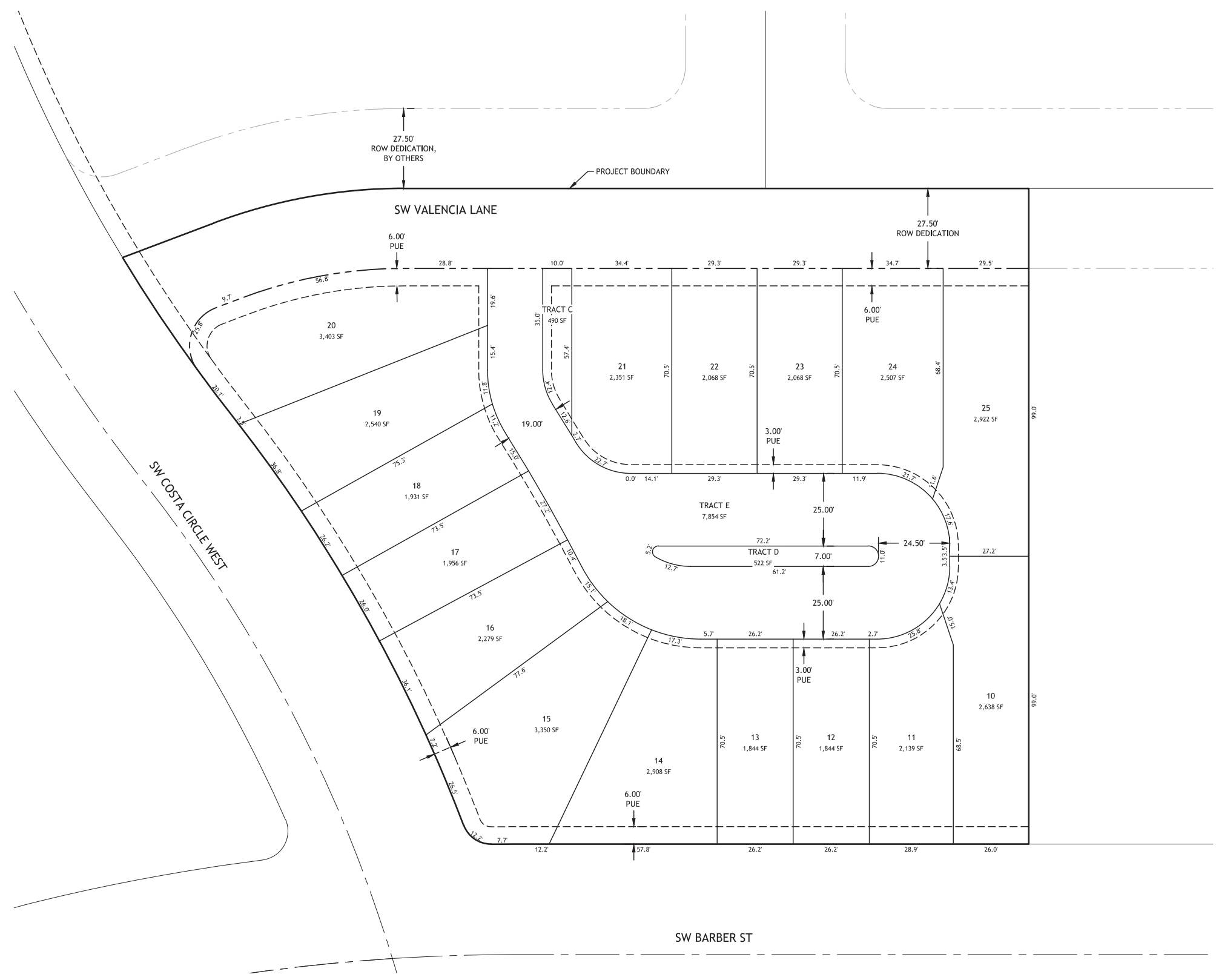
NO.	DATE	DESCRIPTION
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**BERKSHIRE
NO. 2
PDP- 11C**

**SITE &
LAND USE
PLAN**

PROJECT NO.:	398-061
TYPE:	PLANNING
REVIEWED BY:	PRE

N:\proj\398-06\1\09 Drawings\03 Planning Sheets - Planning Submittal\PDp-11C\398061 PDP11C (4)PPLAT.dwg - SHEET 22x34 Aug 05, 2016 - 3:50pm brian



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

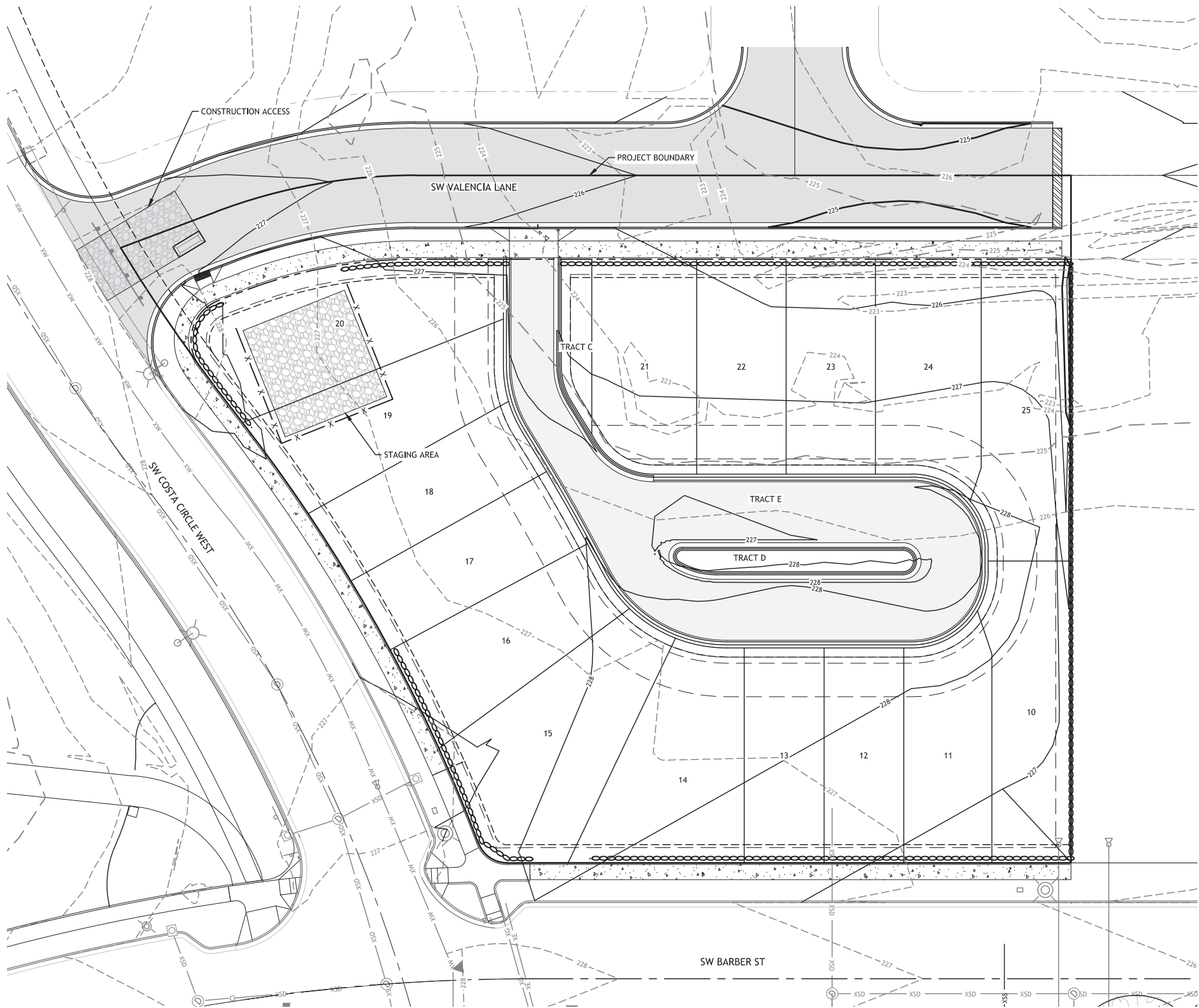
REVISIONS		
NO.	DATE	DESCRIPTION

BERKSHIRE
NO. 2
PDP- 11C

PRELIMINARY
PLAT

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

N:\proj\398-061\09 Drawings\03 Planning Sheets - Planning Submittal\PDp-111C\398061 PDP11C (5)PGRAD.dwg - SHEET: 22x34 Aug 05, 2016 - 3:51 pm bilan



LEGEND:

- 324 --- EX 2-FT CONTOUR
- 320 --- EX 10-FT CONTOUR
- 324 --- FG 2-FT CONTOUR
- 320 --- FG 10-FT CONTOUR
- PROPOSED RETAINING WALL
- GRADING LIMITS
- EXISTING FENCE
- XX SEDIMENT FENCE
- WATTLES
- EX TREES TO REMAIN

REVISIONS

NO.	DATE	DESCRIPTION
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BERKSHIRE
NO. 2
PDP- 11C

PRELIMINARY
GRADING
PLAN

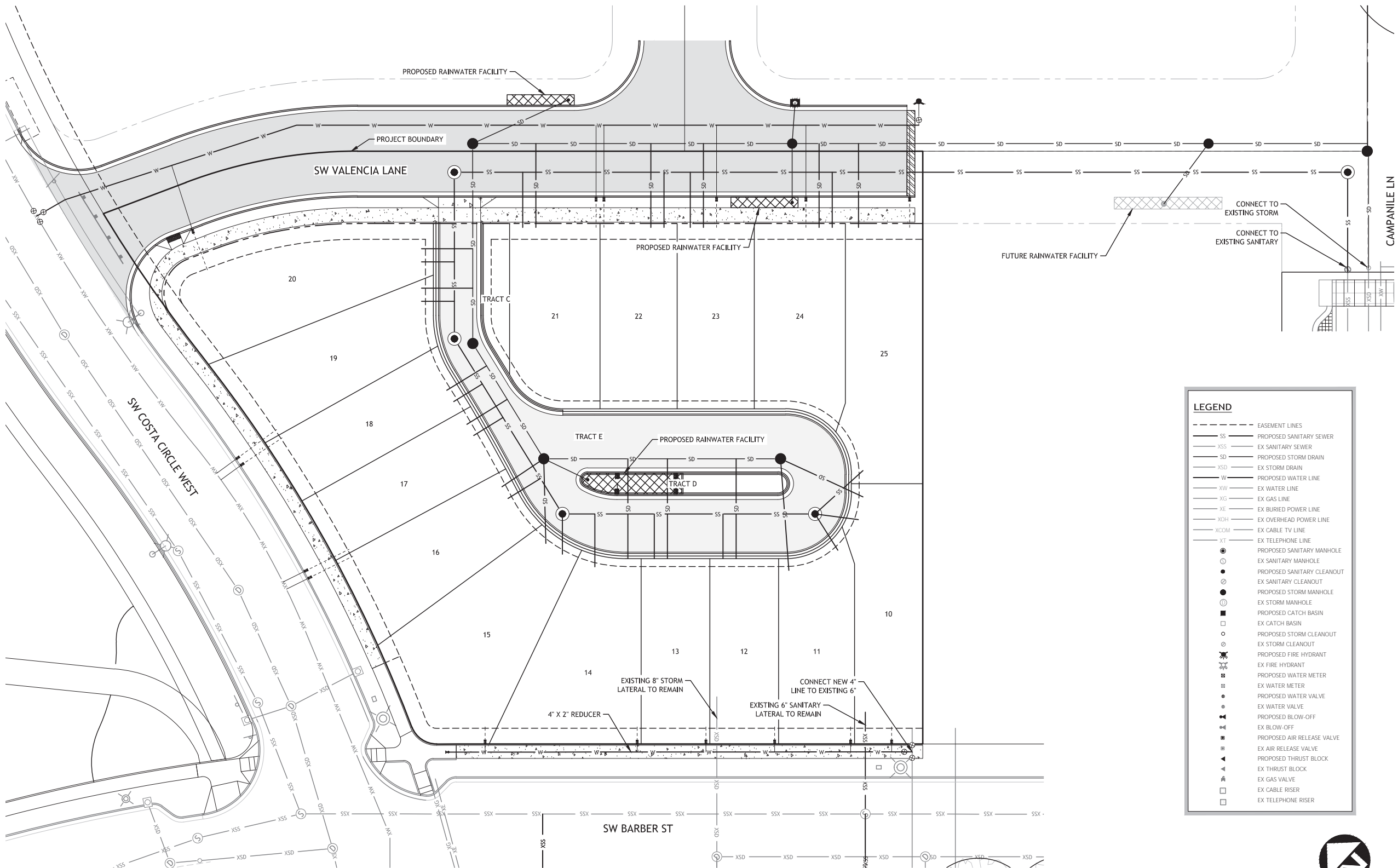
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TYPE: PLANNING
REVIEWED BY: PRE

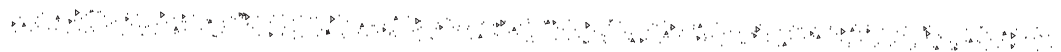
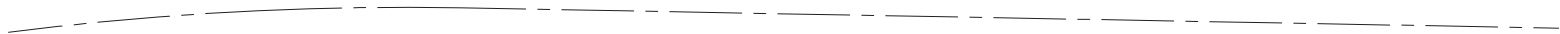
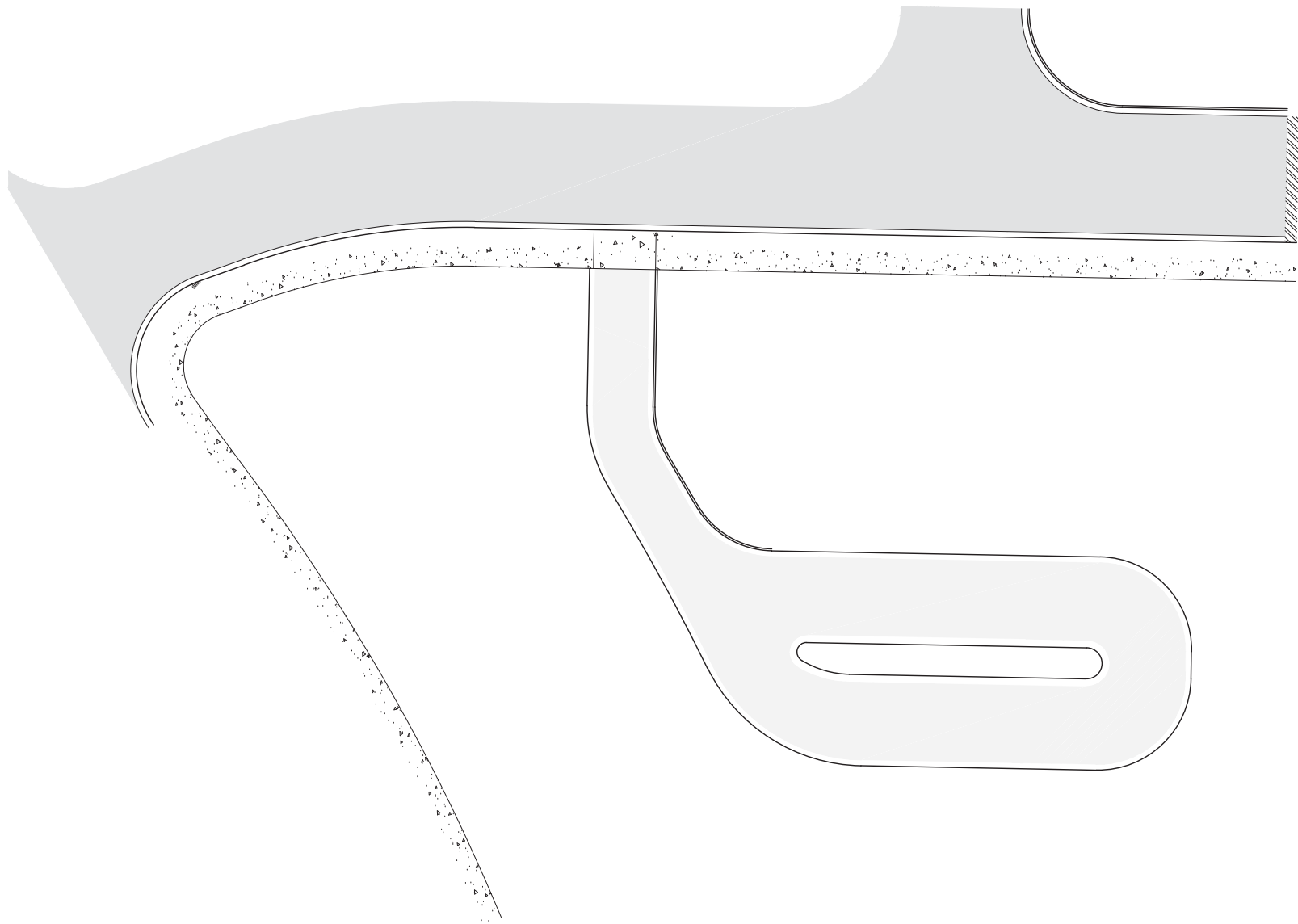
REVISIONS		
NO.	DATE	DESCRIPTION

BERKSHIRE
NO. 2
PDP- 11C

COMPOSITE
UTILITY
PLAN

PROJECT NO.:	398-061
TYPE:	PLANNING
REVIEWED BY:	PRE





IIC) Utility and Drainage Reports



MEMORANDUM

DATE: May 12, 2016
TO: City of Wilsonville
FROM: Patrick Espinosa, PE
Pacific Community Design
RE: Berkshire No. 2 (PDP 11C) Rainwater Analysis
Job No. 398-061

This memorandum report is to demonstrate that the rainwater management program proposed for the Berkshire No. 2 (PDP 11C) development portion of Villebois SAP Central is in compliance with the rainwater master plan submitted with SAP Central.

This portion of Villebois drains to the Arrowhead Creek Basin, see the developed drainage map Figure A2. The SAP Central rainwater management plan showed rainwater management provided by a series of planter boxes on the lots for condo and apartment building runoff and bio-retention cells for street runoff (see Figure A). Per SAP Central Plan, facilities 57, 58, and 61 (bio-retention cells) were sized to treat a total of 20,380 sf of street runoff. Facilities 55, 56, 52 and 63 (planter boxes) were sized to treat 46,620 sf of impervious area.

PDP 11C will construct a bio-retention cell (56A) to treat private alley runoff. Since the PDP11C plan does not plan to construct apartments or condos, the planter boxes planned in the SAP will not be constructed. The planned bio-retention cell 56A will treat 4,684 sf of impervious area from alley runoff. Due to site grading constraints, no lot impervious area can be treated with this facility.

PDP 11C will construct facilities 57 and 58 (bio-retention cells) and will treat a total of 9,109 sf of street impervious area. Existing street grades and site grading constraints prevent additional water from reaching the facilities.

PDP 11C will treat 48% of the impervious area created on site. With the existing and future treatment facilities located on the remaining portion of SAP Central, SAP Central will treat 68% of the overall impervious area created. Based on this information the current facilities are adequately sized to provide treatment per the Villebois Village Rainwater Management Plan for SAP Central.

Thank you.

Attachments:

1. Figure A2 - Developed Drainage Map
2. Figure A3 - PDP 10C Rainwater Management Plan
3. Figure A - SAP Central Rainwater Management Plan
4. B1 - Composite Curve Number - SAP Central
5. B2 - Percent Impervious - SAP Central
6. B3 - Composite Curve Number - PDP 10C
7. B4 - Percent Impervious - PDP 10C
8. C - SAP Central Component Summary



MATRIX
DEVELOPMENT

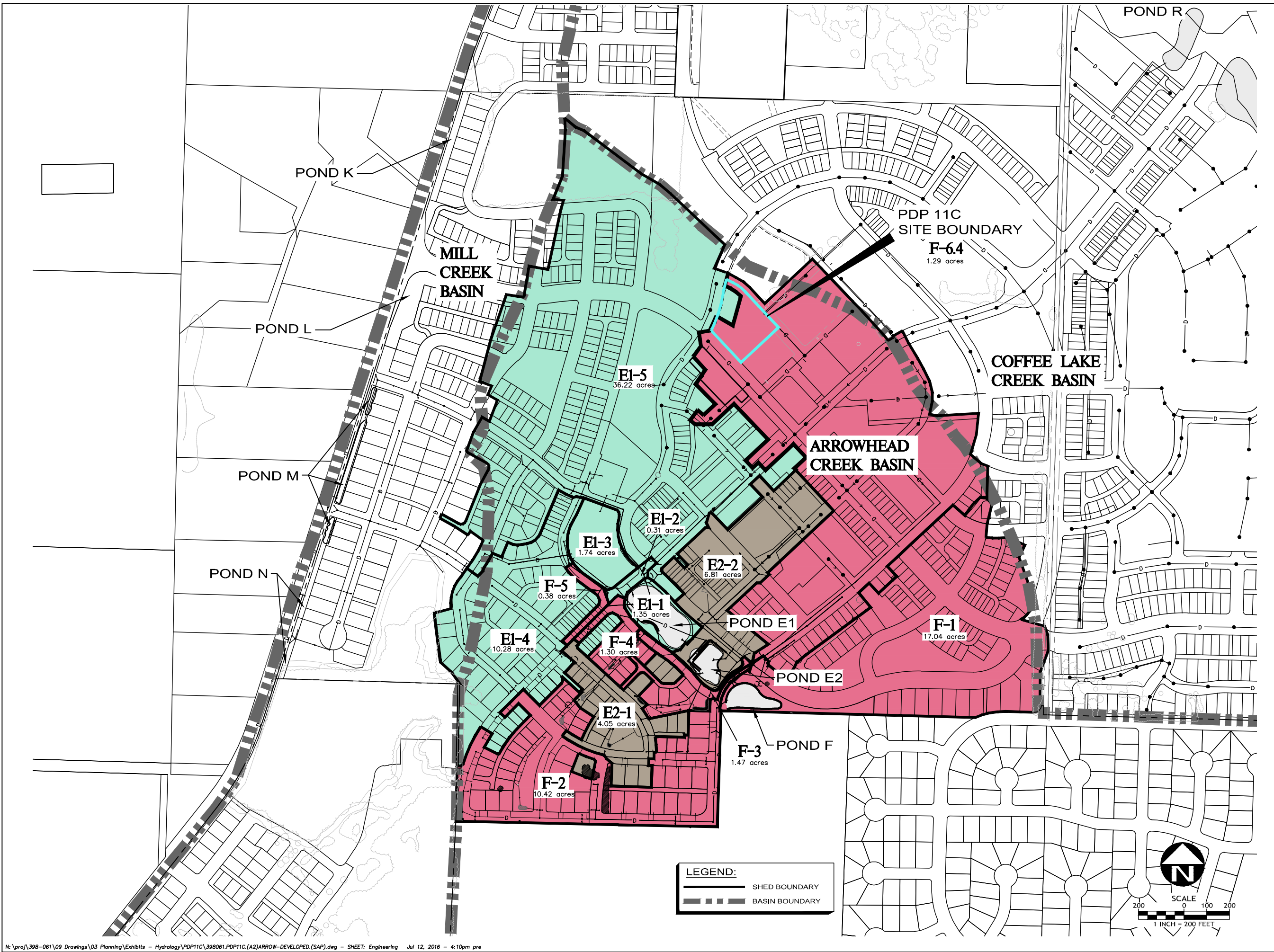
ALPHA COMMUNITY
DEVELOPMENT
WESTERN PLANNING
IVERSON ASSOCIATES
PACIFIC HABITAT SERVICES
WALT KNAPP
KITTELSON & ASSOCIATES

LEGEND AT
VILLEBOIS
ARROWHEAD
CREEK BASIN

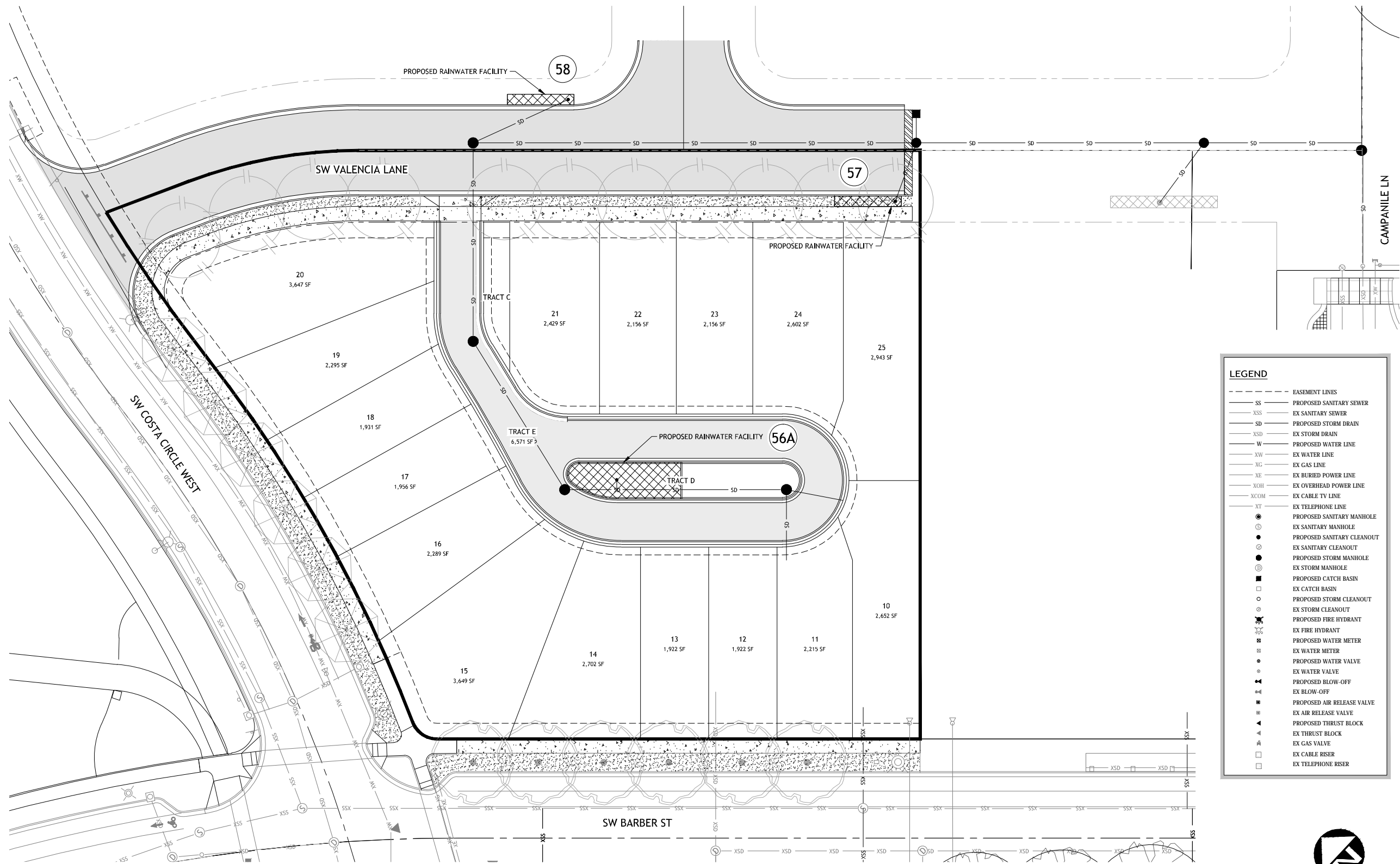
Master Plan
Developed Shed Map

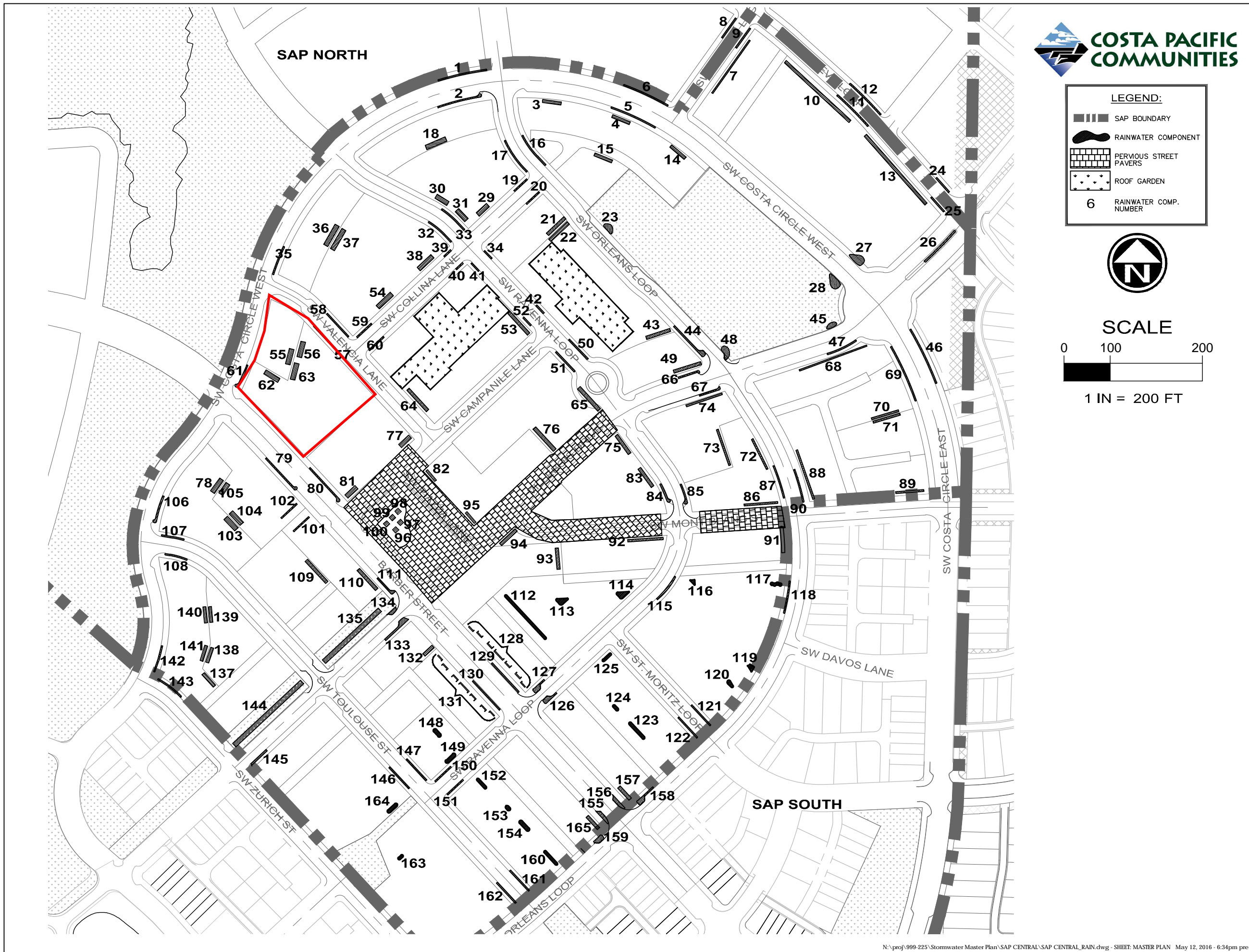
DATE: December 7, 2005

A2



N:\proj\398-061\09 Drawings\03 Planning\Exhibits - Hydrology\PDPI11C_398061.PDP11C (A5)PDPI11C RAIN MANAGMENT PLAN.dwg - SHEET: 22x34 Aug 03, 2016 - 12:43pm bian



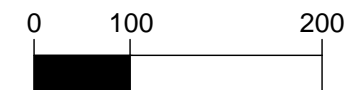


LEGEND:

- SAP BOUNDARY
- RAINWATER COMPONENT
- PERVIOUS STREET PAVERS
- ROOF GARDEN
- RAINWATER COMP. NUMBER



SCALE



1 IN = 200 FT



villebois

COSTA PACIFIC COMMUNITIES

ALPHA COMMUNITY DEVELOPMENT
FLETCHER FARR AYOTTE
IVERSON ASSOCIATES
PACIFIC HABITAT SERVICES
WALT KNAPP
KITTELSON & ASSOCIATES
MAYER/REED

VILLEBOIS

SAP CENTRAL

Rainwater
Management
Plan

DATE: February 24, 2006

FIGURE A



COMPOSITE CURVE NUMBER SAP CENTRAL

JOB NUMBER: 398-061
PROJECT: BERKSHIRE NO. 2 (SAP)
FILE: N:\proj\398-061\05 Reports\Hydrology Analysis\398061.PDP11C.IMP
AREAS.xlsx

CURVE NUMBERS PER SAP CENTRAL C.O.A. PF10

Open Space and landscape areas	80
Commercial areas	94
Impervious Area Streets, Alleys *	98
Residential Development 1/8 acre or less	90
Residential Development 1/4 acre or less	83

* Streets and Alleys are modeled as 80% impervious and 20% pervious. Utilizing a CN of 80 for the pervious area and 98 for the impervious area, the weighted CN for streets and alleys would be 94.4.

ON-SITE	(AC)	CN	% of total
Row House (1/8 acre)	0.00	90	0.0%
Single Family Detached (1/8 acre)	0.00	90	0.0%
Single Family Detached (1/4 acre)	0.00	83	0.0%
Commercial/Multi-Family areas	1.04	94	100.0%
Street and Alley ROW's	0.00	94.4	0.0%
Open Space Area		80	0.0%
TOTAL	1.04		

Composite Curve Number per COA = 94.0

FIGURE B1



PERCENT IMPERVIOUS SAP CENTRAL

JOB NUMBER: 398-061
PROJECT: BERKSHIRE NO. 2 (SAP)
FILE: N:\proj\398-061\05 Reports\Hydrology
Analysis\398061.PDP11C.IMP AREAS.xlsx

Total Site Area 1.04 acres 45,436 sf

	Imp. Area (sf)
ON-SITE	
Row House Lot Impervious Area (85%)	0
Single Family Lot Impervious Area (60%)	0
Commercial Lot Impervious Area (90%)	40,892
ROW/Alley Impervious Area (80%)	0
Total	40,892
% Impervious =	90%

FIGURE B2



COMPOSITE CURVE NUMBER PDP 11C

JOB NUMBER: 398-061
PROJECT: BERKSHIRE NO. 2 (SAP)
FILE: N:\proj\398-061\05 Reports\Hydrology
Analysis\398061.PDP11C.IMP AREAS.xlsx

CURVE NUMBERS PER SAP CENTRAL C.O.A. PF10

Open Space and landscape areas	80
Commercial areas	94
Impervious Area Streets, Alleys *	98
Residential Development 1/8 acre or less	90
Residential Development 1/4 acre or less	83

* Streets and Alleys are modeled as 80% impervious and 20% pervious. Utilizing a CN of 80 for the pervious area and 98 for the impervious area, the weighted CN for streets and alleys would be 94.4.

ON-SITE	(AC)	CN	% of total
Row House (1/8 acre)	0.92	90	71.3%
Single Family Detached (1/8 acre)	0.00	90	0.0%
Single Family Detached (1/4 acre)	0.00	83	0.0%
Commercial/Multi-Family areas	0.00	94	0.0%
Street and Alley ROW's	0.34	94.4	26.7%
Open Space Area	0.02	80	1.9%
TOTAL	1.29		

Composite Curve Number per COA = 91.0

FIGURE B3



PERCENT IMPERVIOUS PDP 11C

JOB NUMBER: 398-061
PROJECT: BERKSHIRE NO. 2 (SAP)
FILE: N:\proj\398-061\05 Reports\Hydrology Analysis\398061.PDP11C.IMP AREAS.xlsx

Total Site Area 1.29 acres 56,157 sf

	Imp. Area (sf)
ON-SITE	
Row House Lot Impervious Area (85%)	34,046
Single Family Lot Impervious Area (60%)	0
Commercial Lot Impervious Area (90%)	0
ROW/Alley Impervious Area (80%)	12,012
Total	46,059
% Impervious =	82%

FIGURE B4



JOB NUMBER: 398-061
PROJECT: BERKSHIRE NO. 2 (PDP 11C)
FILE:

EXHIBIT C:
RAINWATER COMPLIANCE SUMMARY - SAP CENTRAL

PHASE	DRAINAGE BASIN	BASIN ID	AREA (SF)	% IMPERVIOUS	IMPERVIOUS AREA (SF)	RAINWATER COMPONENT NO.	RAINWATER COMPONENT TYPE	RAINWATER COMPONENT AREA/ NO. OF TREES	SIZING FACTOR	IMPERVIOUS AREA TREATED ¹			% IMPERVIOUS AREA TREATED
										ARROWHEAD CREEK	MILL CREEK	COFFEE LAKE CREEK	
11C	ARROWHEAD CREEK	LOT 77	56,157	82%	46,059	-	-	-	-	21928	-		-
							TREES	21	0.01	2100			
						57	BIO-RETENTION CELL	102	0.03	5598			
						58	BIO-RETENTION CELL	102	0.03	3511			
						61	BIO-RETENTION CELL	174	0.03	6035			
						56A	BIO-RETENTION CELL	567	0.03	4684			
TOTAL PDP 1C			717,433		556,610					369,104			66%
TOTAL PDP 2C			230,432		189,922					90,499			48%
TOTAL PIAZZA VILLEBOIS			38,768		38,768					26,042			67%
TOTAL PHASE 4C			354,143		251,361							165,600	66%
TOTAL PHASE 6C			80,884		61,092							37,078	61%
TOTAL PHASE 7C			178,700		115,947					39,199		53,100	80%
TOTAL PHASE 8C			97,823		60,303							59,617	99%
TOTAL PHASE 9C			186,876		139,243							115,195	98%
TOTAL PHASE 10C			149,679		126,731					93,267			74%
TOTAL PHASE 11C			56,157		46,059					21,928			48%
FUTURE SAP CENTRAL PHASES ²			245,228		220,832					153,003	0		69%
SAP CENTRAL TOTAL			2,336,123		1,806,868					793,042	0	430,590	68%

¹COMPONENT IMPERVIOUS AREA TREATED REFLECTS ACTUAL COMPONENT CATCHMENT AREA AND MAY NOT REFLECT SIZING FACTOR

²FUTURE SAP CENTRAL PHASE TOTALS PER APPROVED SAP CENTRAL RAINWATER MANAGEMENT PLAN



MEMORANDUM

DATE: July 8, 2016
TO: City of Wilsonville
FROM: Patrick Espinosa, PE
Pacific Community Design
RE: Berkshire No. 2 (PDP 11C) Stormwater Analysis
Job No. 398-061

This memorandum report is to address the stormwater connection for the Berkshire No. 2 (PDP 11C) development portion of Villebois SAP Central. This phase is located within the Villebois Village Center, north and east of the Costa Circle West and Barber St intersection.

Storm Sewer

PDP 2 Central previously defined the land use for this area to be urban apartments and condos. The proposed plan of detached row homes has less density and less impervious area. The water quality and detention facilities were designed to provide treatment for the previous higher density land use. See the report titled "Villebois Village Center Water Quality and Detention Analysis Arrowhead Creek Basin - PDP 2 Central" by Alpha Community Development dated 1/02/07.

In order to avoid cutting into the existing Costa Circle road improvements, the proposed plan redirects a portion of the site previously routed to basin E toward Basin F. This results in an increase of 0.12 acres of impervious area being redirected toward Basin F, and an increase of 0.20 cfs of runoff during the 25-year storm event. Based on the previously calculated "combined routed flow to Pond F" of 72.75 cfs, which represents an overall increase of 0.3% within the Arrowhead Creek Basin. A summary table has been included below, and impervious area calculations are attached in appendix B. Based on this information it is determined that the increase in runoff is negligible and the current facilities are adequately sized to provide treatment per the City of Wilsonville Public Works Standards.

TABLE 1
DEVELOPED CONDITIONS SAP & PDP COMPARISON

Shed	Area (acres)	Impervious Area (acres)	Percent Impervious	25-Year Storm Event Runoff (cfs)
Basin F - SAP Central	1.04	0.94	90%	0.79
Basin F - PDP 11C	1.29	1.06	82%	0.99

Thank You,

Attachments:

- A2 Master Plan Developed Shed Map
- A3 Developed Drainage Map
- A4 Proposed Stormwater Drainage Map
- B1 Composite curve number (SAP)
- B2 Percent impervious calculation (SAP)
- B3 Composite curve number (PDP 11C)
- B4 Percent impervious calculation (PDP 11C)
- C SBUH Hydrographs



MATRIX
DEVELOPMENT

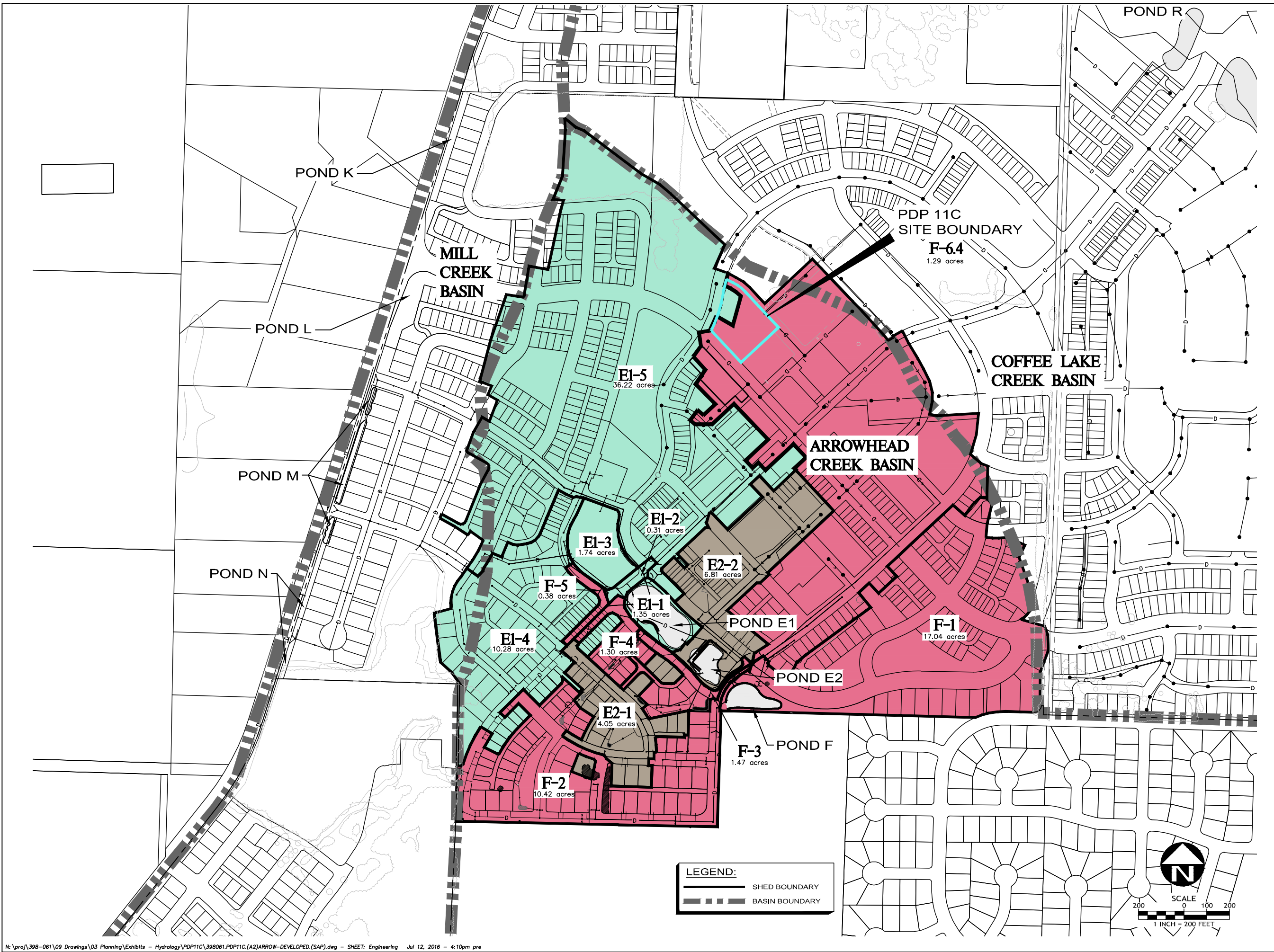
ALPHA COMMUNITY
DEVELOPMENT
WESTERN PLANNING
IVERSON ASSOCIATES
PACIFIC HABITAT SERVICES
WALT KNAPP
KITTELSON & ASSOCIATES

LEGEND AT
VILLEBOIS
ARROWHEAD
CREEK BASIN

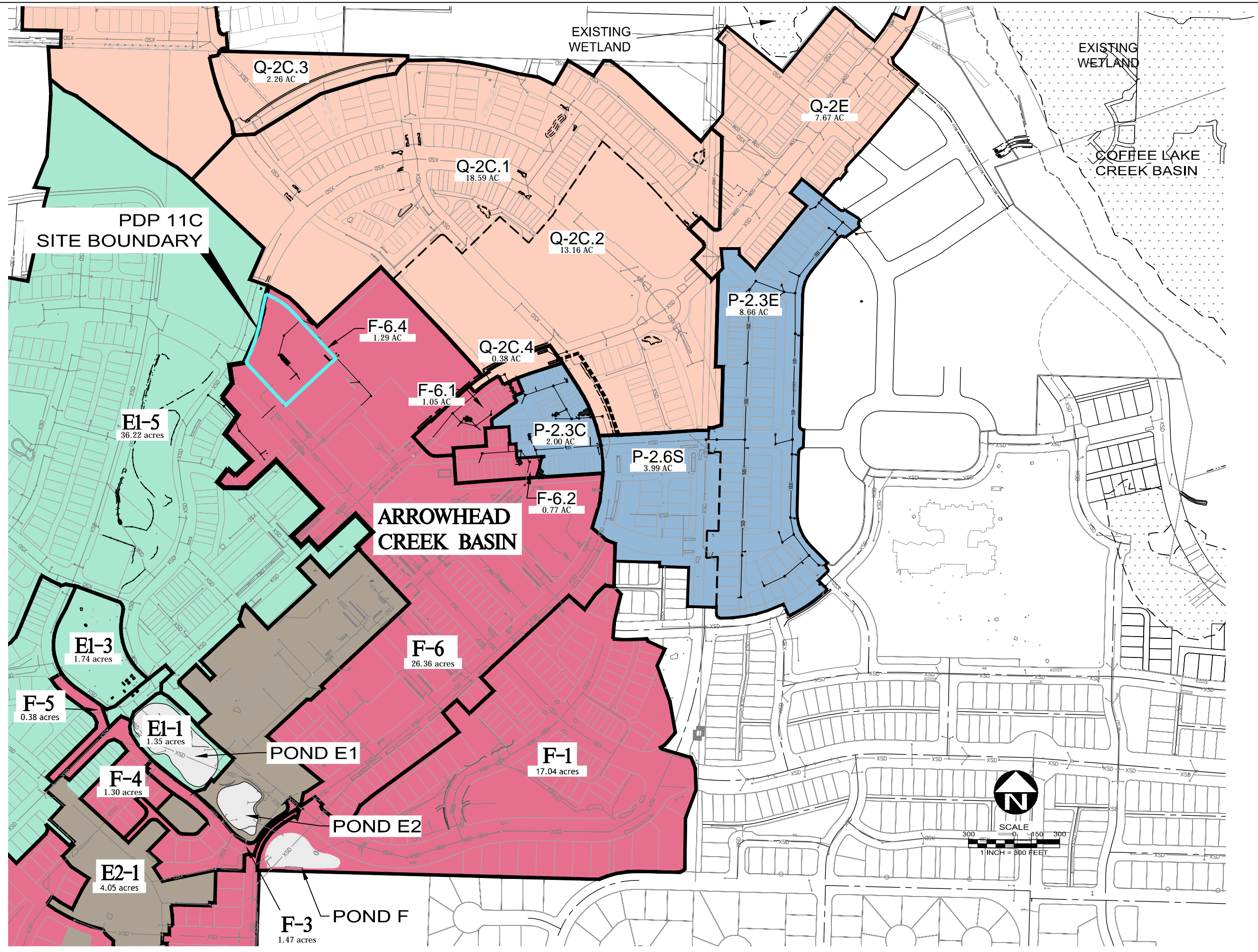
Master Plan
Developed Shed Map

DATE: December 7, 2005

A2



N:\proj\398-061\09 Drawings\03 Planning\Exhibits - Hydrology\PD11C\398061.PD11C\A3\Developed Shed Map.dwg - SHEET: A3 Rainwater Jul 12, 2016 - 4:23pm pre



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

REVISIONS		
NO.	DATE	DESCRIPTION

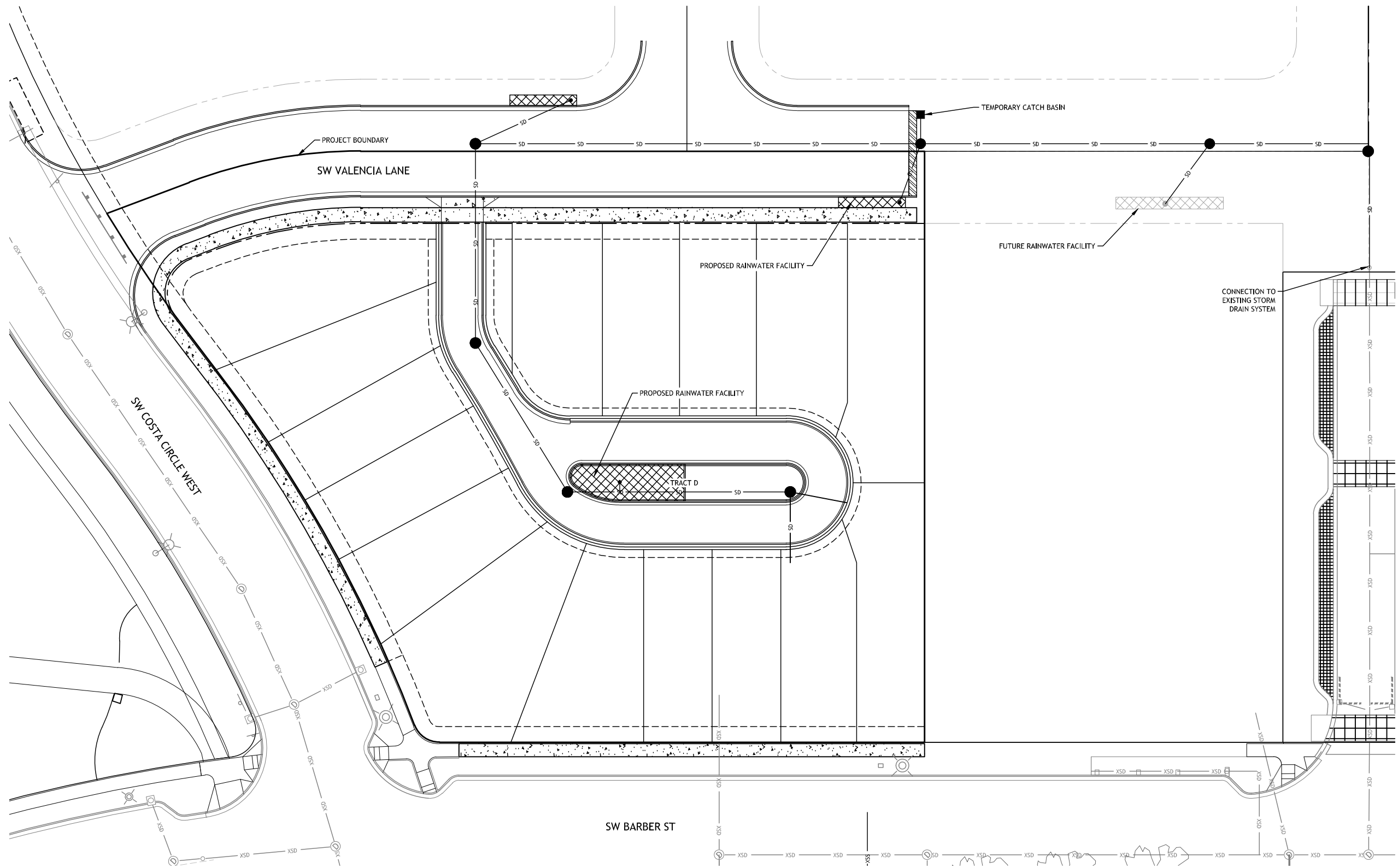
BERKSHIRE
NO. 2
PDP- 11C

DEVELOPED
DRAINAGE
MAP

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

A3

N:\proj\398-061\09 Drawings\03 Planning\Exhibits - Hydrology\PD11C (A4)PROPOSED STORM DRAINAGE MAP.dwg - SHEET: 22x34 Jul 12, 2016 - 4:27pm pre





COMPOSITE CURVE NUMBER SAP CENTRAL

JOB NUMBER: 398-061
PROJECT: BERKSHIRE NO. 2 (SAP)
FILE: N:\proj\398-061\05 Reports\Hydrology Analysis\398061.PDP11C.IMP
AREAS.xlsx

CURVE NUMBERS PER SAP CENTRAL C.O.A. PF10

Open Space and landscape areas	80
Commercial areas	94
Impervious Area Streets, Alleys *	98
Residential Development 1/8 acre or less	90
Residential Development 1/4 acre or less	83

* Streets and Alleys are modeled as 80% impervious and 20% pervious. Utilizing a CN of 80 for the pervious area and 98 for the impervious area, the weighted CN for streets and alleys would be 94.4.

ON-SITE	(AC)	CN	% of total
Row House (1/8 acre)	0.00	90	0.0%
Single Family Detached (1/8 acre)	0.00	90	0.0%
Single Family Detached (1/4 acre)	0.00	83	0.0%
Commercial/Multi-Family areas	1.04	94	100.0%
Street and Alley ROW's	0.00	94.4	0.0%
Open Space Area		80	0.0%
TOTAL	1.04		

Composite Curve Number per COA = 94.0

FIGURE B1



PERCENT IMPERVIOUS SAP CENTRAL

JOB NUMBER: 398-061
PROJECT: BERKSHIRE NO. 2 (SAP)
FILE: N:\proj\398-061\05 Reports\Hydrology
Analysis\398061.PDP11C.IMP AREAS.xlsx

Total Site Area 1.04 acres 45,436 sf

	Imp. Area (sf)
ON-SITE	
Row House Lot Impervious Area (85%)	0
Single Family Lot Impervious Area (60%)	0
Commercial Lot Impervious Area (90%)	40,892
ROW/Alley Impervious Area (80%)	0
Total	40,892
% Impervious =	90%

FIGURE B2



COMPOSITE CURVE NUMBER PDP 11C

JOB NUMBER: 398-061
PROJECT: BERKSHIRE NO. 2 (SAP)
FILE: N:\proj\398-061\05 Reports\Hydrology
Analysis\398061.PDP11C.IMP AREAS.xlsx

CURVE NUMBERS PER SAP CENTRAL C.O.A. PF10

Open Space and landscape areas	80
Commercial areas	94
Impervious Area Streets, Alleys *	98
Residential Development 1/8 acre or less	90
Residential Development 1/4 acre or less	83

* Streets and Alleys are modeled as 80% impervious and 20% pervious. Utilizing a CN of 80 for the pervious area and 98 for the impervious area, the weighted CN for streets and alleys would be 94.4.

ON-SITE	(AC)	CN	% of total
Row House (1/8 acre)	0.92	90	71.3%
Single Family Detached (1/8 acre)	0.00	90	0.0%
Single Family Detached (1/4 acre)	0.00	83	0.0%
Commercial/Multi-Family areas	0.00	94	0.0%
Street and Alley ROW's	0.34	94.4	26.7%
Open Space Area	0.02	80	1.9%
TOTAL	1.29		

Composite Curve Number per COA = 91.0

FIGURE B3



PERCENT IMPERVIOUS PDP 11C

JOB NUMBER: 398-061
PROJECT: BERKSHIRE NO. 2 (SAP)
FILE: N:\proj\398-061\05 Reports\Hydrology Analysis\398061.PDP11C.IMP AREAS.xlsx

Total Site Area 1.29 acres 56,157 sf

	Imp. Area (sf)
ON-SITE	
Row House Lot Impervious Area (85%)	34,046
Single Family Lot Impervious Area (60%)	0
Commercial Lot Impervious Area (90%)	0
ROW/Alley Impervious Area (80%)	12,012
Total	46,059
% Impervious =	82%

FIGURE B4

Hydrograph Return Period Recap 1

25 - Year

Summary Report..... 2

Hydrograph Reports..... 3

Hydrograph No. 1, SBUH Runoff, PDP 11C - Proposed..... 3

Hydrograph No. 2, SBUH Runoff, PDP 11C - Proposed..... 4

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2015 by Autodesk, Inc. v10.4

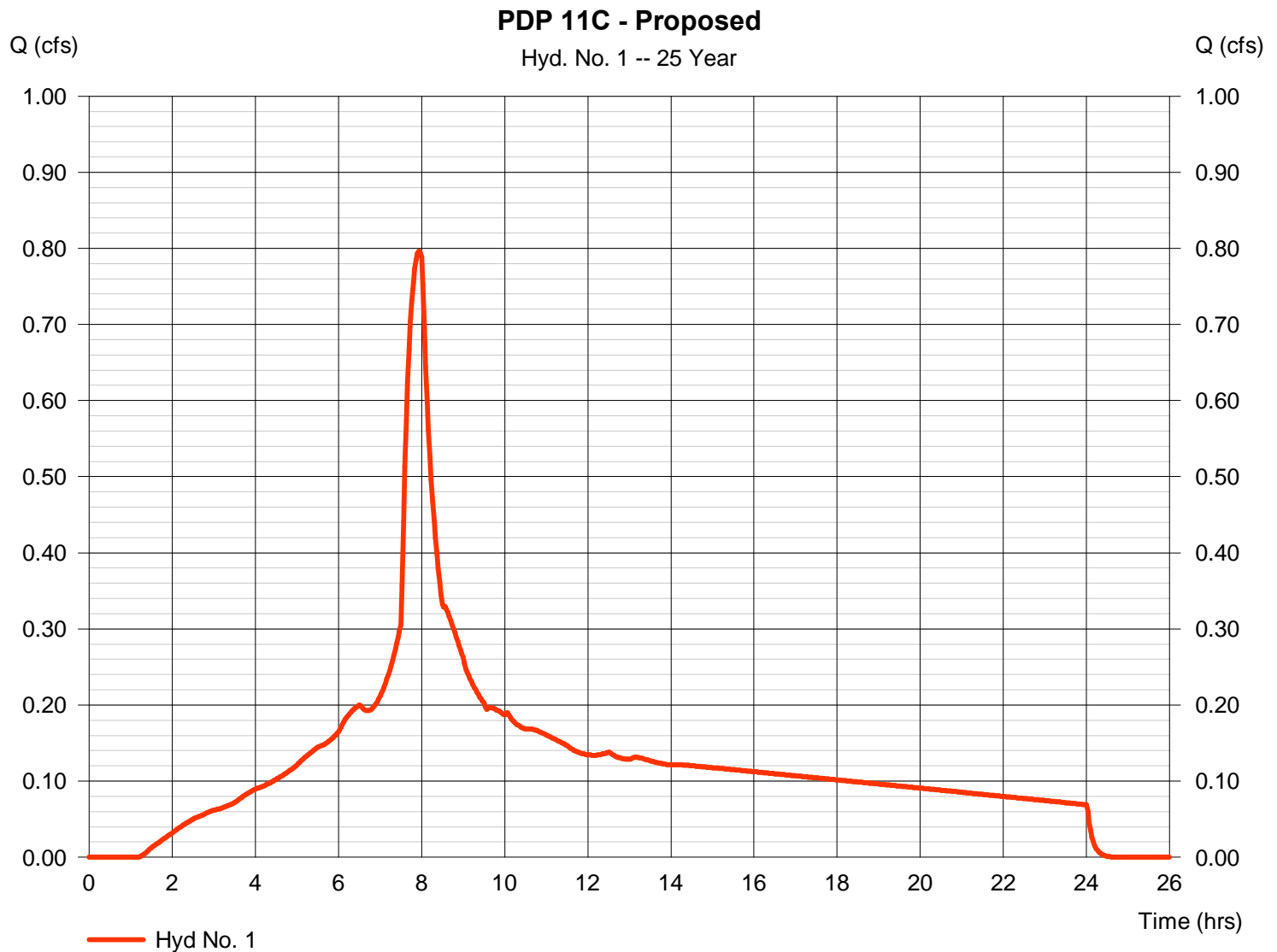
Tuesday, 07 / 12 / 2016

Hyd. No. 1

PDP 11C - Proposed

Hydrograph type	=	SBUH Runoff	Peak discharge	=	0.796 cfs
Storm frequency	=	25 yrs	Time to peak	=	7.93 hrs
Time interval	=	2 min	Hyd. volume	=	11,497 cuft
Drainage area	=	1.040 ac	Curve number	=	96*
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	7.20 min
Total precip.	=	3.50 in	Distribution	=	Type IA
Storm duration	=	24 hrs	Shape factor	=	n/a

* Composite (Area/CN) = $[(0.940 \times 98) + (0.100 \times 80)] / 1.040$



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2015 by Autodesk, Inc. v10.4

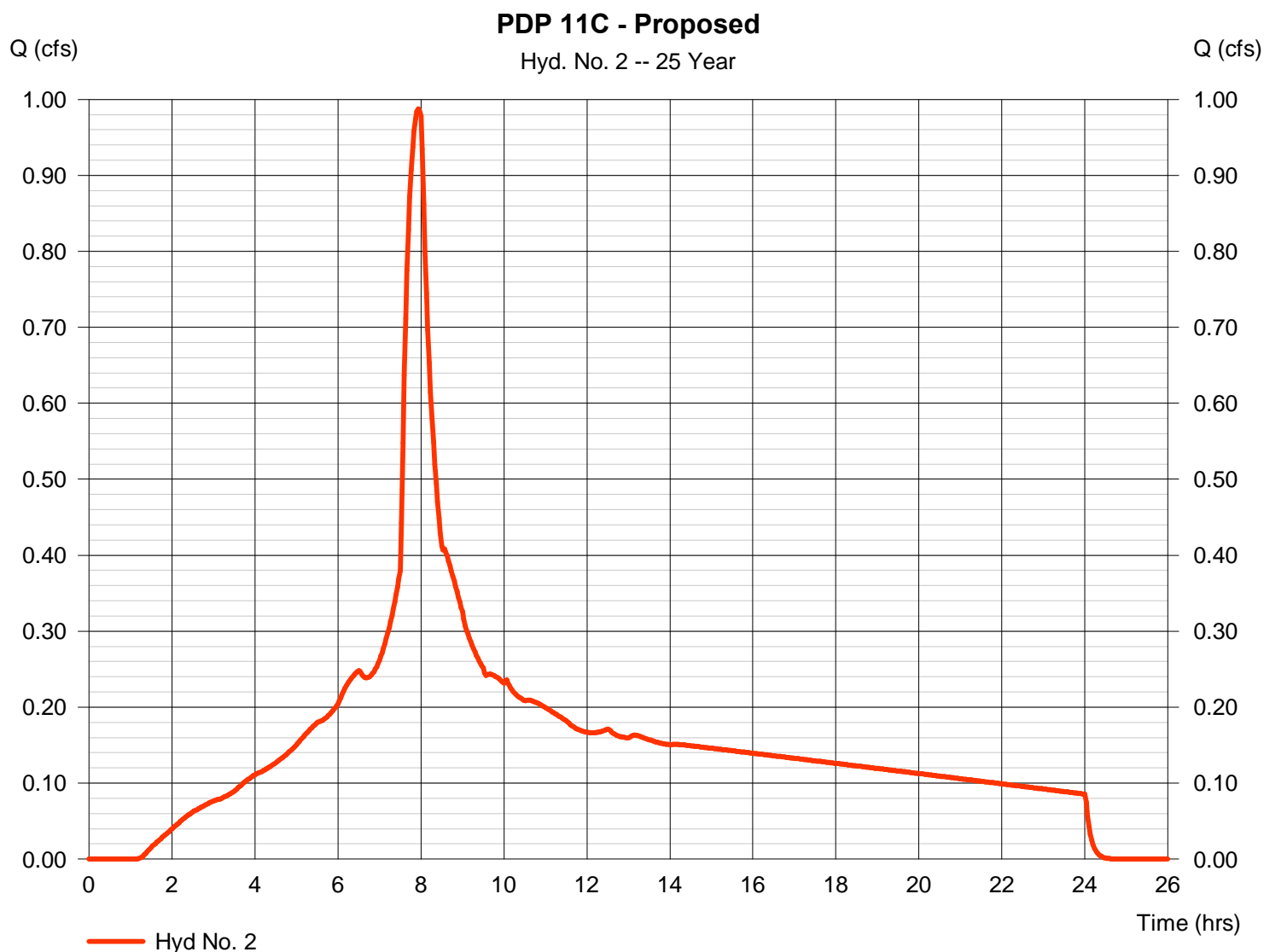
Tuesday, 07 / 12 / 2016

Hyd. No. 2

PDP 11C - Proposed

Hydrograph type	= SBUH Runoff	Peak discharge	= 0.988 cfs
Storm frequency	= 25 yrs	Time to peak	= 7.93 hrs
Time interval	= 2 min	Hyd. volume	= 14,260 cuft
Drainage area	= 1.290 ac	Curve number	= 96*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 7.20 min
Total precip.	= 3.50 in	Distribution	= Type IA
Storm duration	= 24 hrs	Shape factor	= n/a

* Composite (Area/CN) = $[(1.060 \times 98) + (0.230 \times 80)] / 1.290$





MEMORANDUM

DATE: July 8, 2016
TO: City of Wilsonville
FROM: Jessie King, PE
Pacific Community Design
RE: Berkshire No. 2 (PDP 11C) Sanitary Sewer Analysis
Job No. 398-061

This memorandum report is to address the Sanitary Sewer connection for the Berkshire No. 2 (PDP 11C) development portion of Villebois SAP Central. This phase is located within the Villebois Village Center, north and east of the Costa Circle West and Barber St intersection.

Sanitary Sewer

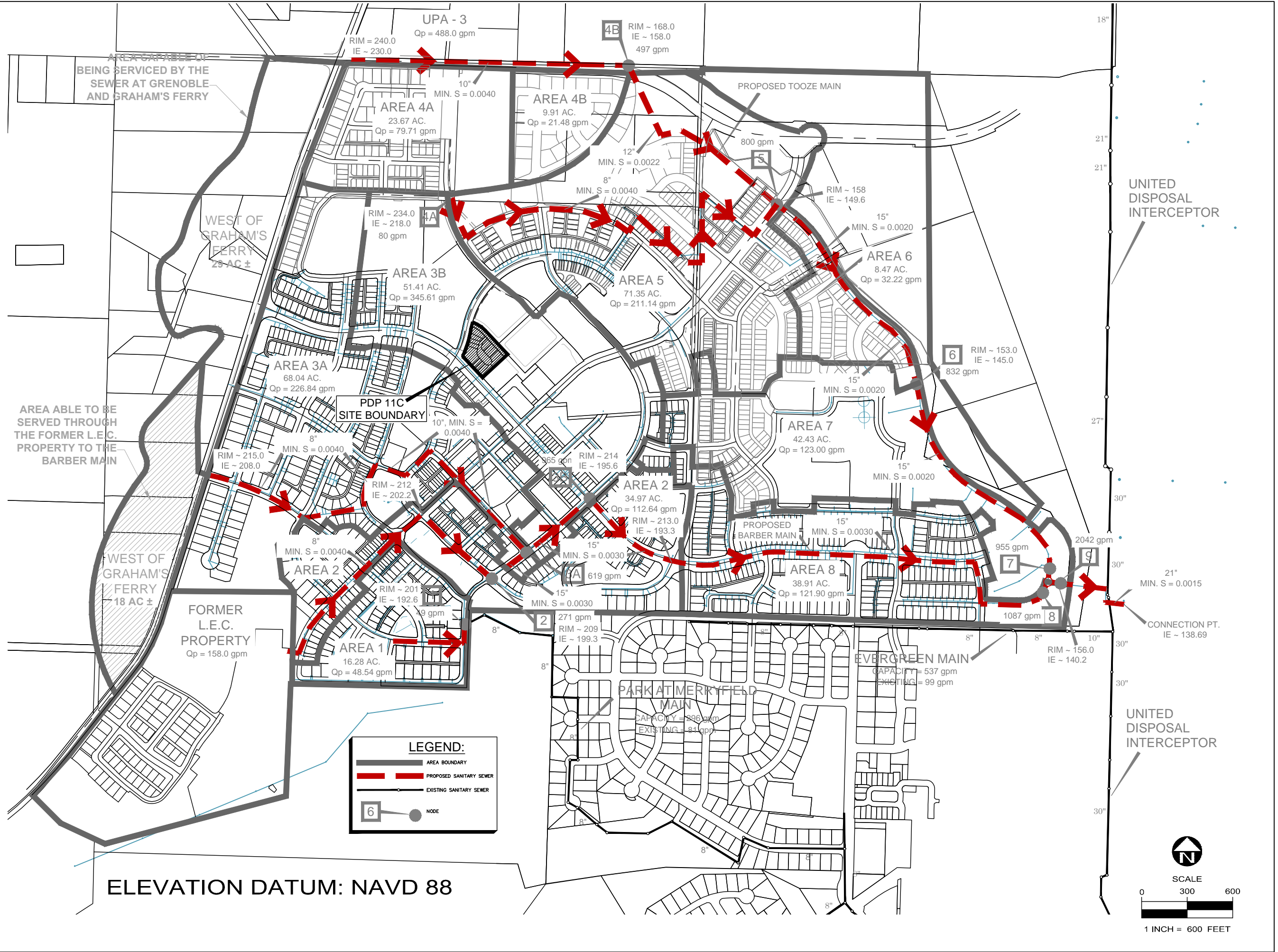
This site is located within service area 3B, see attached exhibit. SAP Central defined the land use for this area to be urban apartments and condos with a total unit count of 42. The proposed development includes detached row homes with a total unit count of 16. Based on this, there is adequate capacity for this development.

Thank you.

Attachments:

1. Sanitary Sewer Service Area Exhibit

N:\proj\398-061\09 Drawings\03 Planning\Exhibits - General\398061 Sanitary Sewer Exhibit PDP 11C.dwg - SHEET: SSAMP 11x17 Jul 12, 2016 - 4:40pm pre



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

REVISIONS		
NO.	DATE	DESCRIPTION

BERKSHIRE NO. 2

PDP- 11C

SANITARY SEWER

UNITED DISPOSAL

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

SS



MEMORANDUM

DATE: July 8, 2016
TO: City of Wilsonville
FROM: Jessie King, PE
Pacific Community Design
RE: Berkshire No. 2 (PDP 11C) Water Analysis
Job No. 398-061

This memorandum report is to address the Water connection for the Berkshire No. 2 (PDP 11C) development portion of Villebois SAP Central. This phase is located within the Villebois Village Center, north and east of the Costa Circle West and Barber St intersection.

Water

SAP Central defined the land use for this area to be urban apartments and condos with a total unit count of 42. The proposed development will contain detached row homes with a total unit count of 16. Based on this, there is adequate capacity for this development.

Thank you.

IID) Traffic Analysis



117 Commercial Street NE
Suite 310
Salem, OR 97301
503.391.8773
www.dksassociates.com

MEMORANDUM

DATE: August 11, 2016

TO: Steve Adams, P.E., City of Wilsonville

FROM: Scott Mansur, P.E., PTOE *Sm*
Jordin Ketelsen, EIT

SUBJECT: Villebois SAP Central PDP 11C Lot 81 Transportation Study Update



P16048-007

This memorandum documents trip generation estimates and a site plan review for the proposed Villebois PDP 11C development of 17 rowhomes on Lot 81. This lot is located on the northeast corner of the SW Costa Circle West/SW Barber Street intersection. The purpose of this memorandum is to compare the proposed land use development of Villebois Urban Village Specific Area Plan (SAP) Central to previously analyzed SAP Central land use numbers and ensure the current proposal was adequately analyzed as part of the approved traffic impact study.

Villebois Land Use

When the *Villebois Village Master Plan* was amended, DKS performed updated traffic impact analysis for the entire Villebois area.¹ Table 1 shows the residential land use estimates that were the basis of the updated traffic impact analysis.²

Table 1: Villebois Village Residential Land Uses Analyzed in Prior Traffic Impact Study (October 2013)

SAP	Single Family Units	Condo/Townhouse Units	Apartment Units	Total Residential Units
East	534	42	-	576
Central ^a	49	459	501	1,009
North	423	31	10	464
South	357	103	21	481

^a SAP Central also included 33,000 square feet of retail space.

¹ The most recent version of the *Villebois Village Master Plan* was adopted October 7, 2013, and included the addition of the "future study area".

² *Villebois Future Study Area Transportation Impact Analysis*, DKS Associates, October 21, 2013, page 5.



SAP Central Residential Land Use/Trip Generation

As shown previously in Table 1, the most recent traffic impact analysis performed for Villebois assumed that SAP Central would include 49 single family units, 459 condo/townhouse units, and 501 apartment units for a total of 1,009 residential units. The current SAP Central proposal (dated August 10, 2016) includes 75 single family units, 500 condo/townhouse units, and 365 apartment units for a total of 940 residential units.³ Table 2 shows the p.m. peak hour trip generation estimates for both land use breakdowns along with the net change.⁴ As shown, the currently planned residential land uses are estimated to generate 562 (369 in, 193 out) p.m. peak hour trips for SAP Central, which is 36 total trips less than the prior approval.

Table 2: SAP Central Trip Generation Comparison

Land Use (ITE Code)	Size	Average Trip Generation Rate	Number of New Trips (p.m. peak)		
			In	Out	Total
Basis of Traffic Impact Analysis (October 2013)					
Single Family Units (210)	49 units	1.01 trips/unit	31	18	49
Condo/Townhome (230)	459 units	0.52 trips/unit	159	79	238
Apartments (220)	501 units	0.62 trips/unit	202	109	311
Total Trips			392	206	598
Current Plans (August 2016)					
Single Family Units (210)	75 units	1.01 trips/unit	48	28	76
Condo/Townhome (230)	500 units	0.52 trips/unit	174	86	260
Apartments (220)	365 units	0.62 trips/unit	147	79	226
Total Trips			369	193	562
Net New Trips			-23	-13	-36

SAP Central PDP 11C Lot 81 Trip Generation

SAP Central is broken into approximately 14 Planned Development Phases (PDPs). Table 3 shows the estimated trip generation for PDP 11C based on the currently proposed 17 rowhomes for Lot 81. As shown, the 17 proposed rowhouses would generate approximately 9 (6 in, 3 out) p.m. peak hour trips.

³ Single Family unit number provided by Stacy Connery, Pacific Community Design, August 10, 2016.

⁴ Retail land use quantities and trip generation estimates were not included in the analysis because no changes are being proposed.

**Table 3: SAP Central PDP 11C Lot 81 Trip Generation**

Land Use (ITE Code)	Number of Units	Average Trip Generation Rate	Number of New Trips (p.m. peak)		
			In	Out	Total
Residential Condo/Townhouse (230)	17	0.52 trips/unit	6	3	9
Total			6	3	9

Site Plan Review

The applicant's preliminary site plan was provided by the project sponsor and is attached to the appendix.⁵ It was reviewed to evaluate site access and safety for vehicles and pedestrians as well as evaluate parking.

Access to the rowhomes is provided from an alleyway that accesses SW Valencia Lane. The site plan shows sidewalks surrounding the rowhomes on all frontages connecting pedestrians to SW Valencia Lane. It is also recommended to include a pedestrian connection from the development to SW Barber Street between two lots on the south side of the proposed alley. These pedestrian connections are especially significant since it also connects to key pedestrian generators in the area such as Piccadilly and Edelweiss Parks and the Tonquin Ice Age Trail to the west of the site, to Sofia and Palermo Parks south of the site, and to the Piazza east of the site.

In total, the 17 proposed residential units require one parking space per dwelling unit. Therefore, the single car garages provided with each rowhome (17) will be sufficient to the parking demand and code requirements. Additionally, the site plan shows approximately 300 feet of available on-street parking on SW Barber Street and SW Costa Circle West, and SW Valencia Avenue adjacent to the proposed site. This will provide space for approximately 12 vehicles based on 25 feet per vehicle. Due to potential sight distance concerns, it is recommended to restrict on-street parking within a minimum of fifty feet of the alleyway access on SW Valencia Lane.

Summary

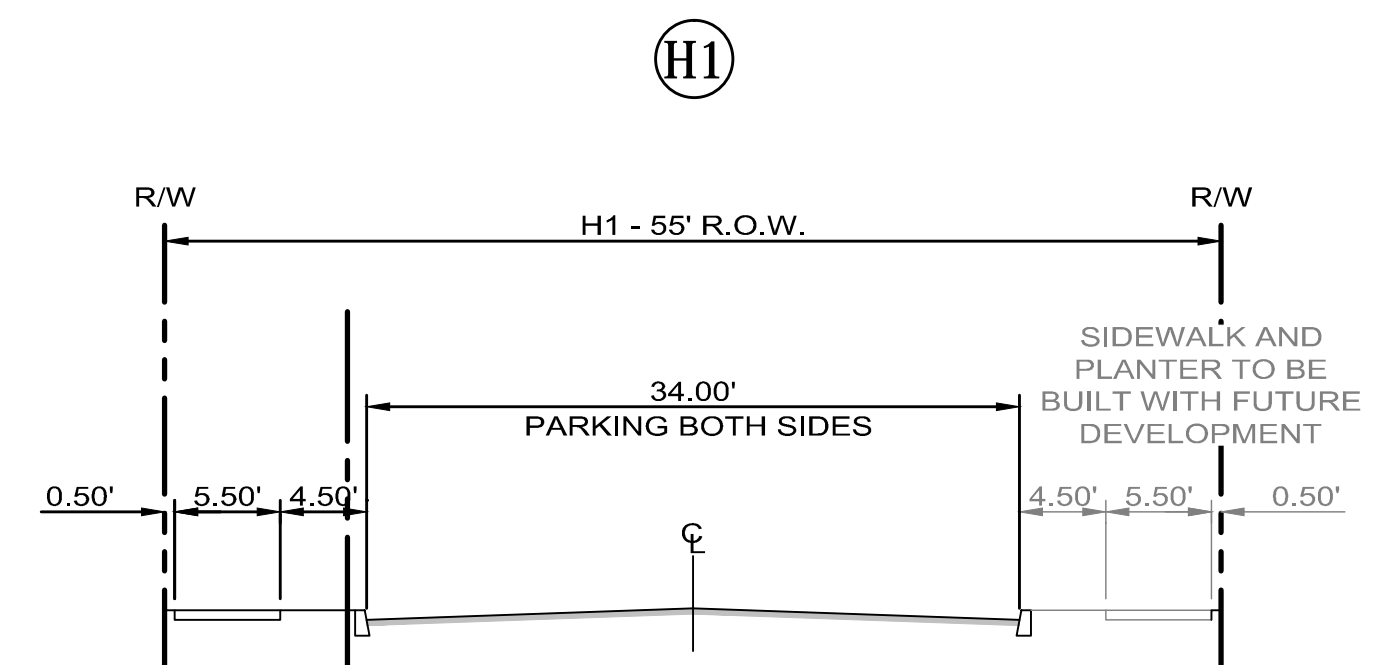
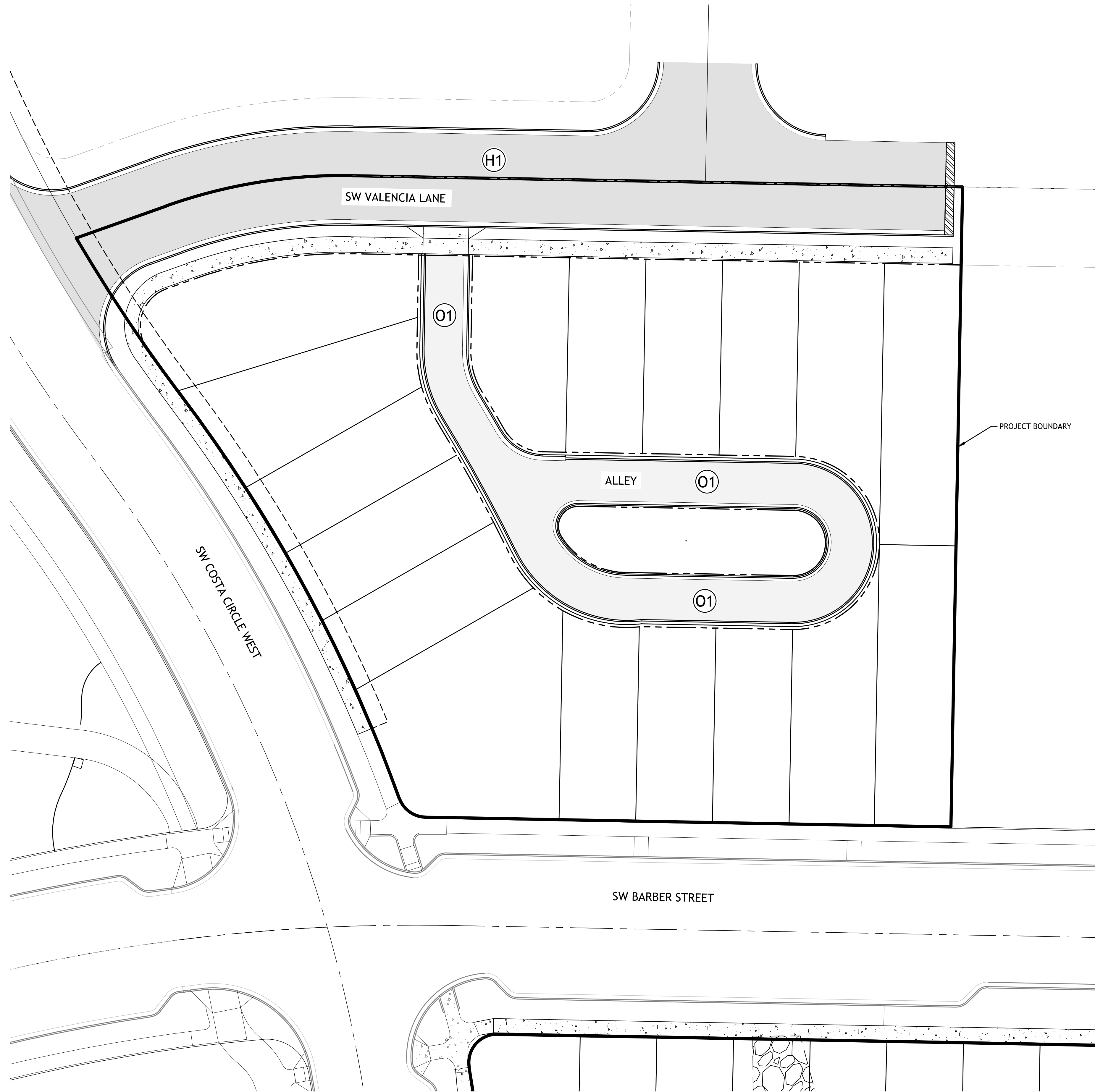
Key findings for the proposed Villebois Urban Village SAP Central PDP 11C Lot 81 development of 17 rowhomes in Wilsonville, Oregon are as follows:

- The proposed SAP Central land uses result in 36 less total p.m. peak hour projects trips when compared with the original approved trip generation estimates.
- The proposed development of 17 rowhomes within PDP 11C are estimated to generate 9 (6 in, 3 out) net new p.m. peak hour trips.
- The city code required parking spaces (17) are provided by the single car garages in each rowhome (17) and on-street parking available (12) on SW Barber Street, SW Costa Circle West and SW Valencia Avenue.

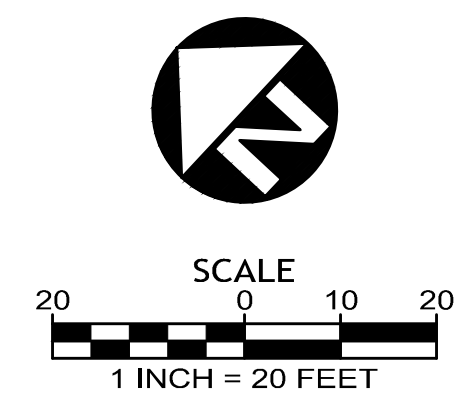
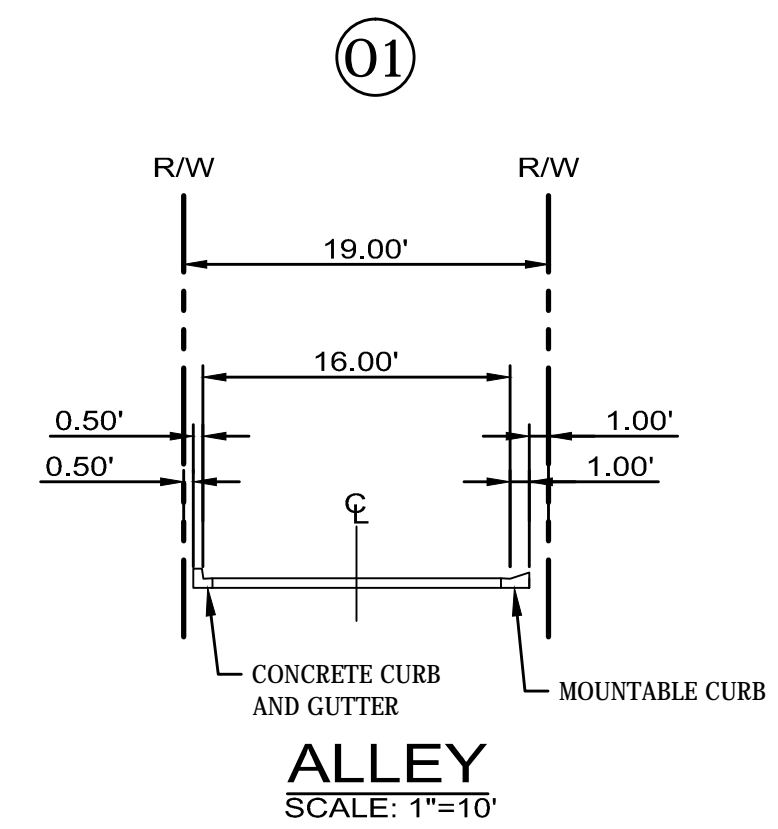
Please let us know if you have any questions.

⁵ Site plan provided in email from Steve Adams, City of Wilsonville, April 29, 2016.

N:\proj\398-061\09 Drawings\03 Planning Sheets - Planning Submittal\PDP-11C\398061.PDF\11C\7\CIRC.dwg - SHEET: CIRC Jun 16, 2016 - 9:10am Bob



RESIDENTIAL
VILLAGE CENTER
SCALE: 1"=10'



REVISIONS		
NO.	DATE	DESCRIPTION

PDP-11C

CIRCULATION
PLAN &
STREET
SECTIONS

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

IIE) Tree Report

**Villebois PDP-11C – Wilsonville, Oregon
Tree Maintenance and Protection Plan
June 28, 2016**

MHA16055

Purpose

This Tree Maintenance and Protection Plan for the Villebois PDP-11C project located in Wilsonville, Oregon, is provided pursuant to City of Wilsonville Development Code, Section 4.610.40. This arborist report describes the existing trees located on the project site, as well as recommendations for tree removal and mitigation. This report is based on observations made by International Society of Arboriculture (ISA) Board Certified Master Arborist and Qualified Tree Risk Assessor Morgan Holen (PN-6145B) during a site visit conducted on June 28, 2016.

Scope of Work and Limitations

Morgan Holen & Associates, LLC, was contracted by Costa Pacific Communities to visually assess existing trees measuring six inches in diameter and larger in terms of general condition and suitability for preservation with development, and to develop a tree maintenance and protection plan for the project. The site is planned for residential development. A site plan was provided by Pacific Community Design illustrating the location of trees and tree survey point numbers, and potential construction impacts.

Visual Tree Assessment (VTA¹) was performed on individual trees located across the site. Trees were evaluated in terms species, size, general condition, and potential construction impacts, and treatment recommendations include retain or remove. Following the inventory fieldwork, we coordinated with Pacific Community Design to discuss and finalize treatment recommendations based on the proposed site plan and grading.

The client may choose to accept or disregard the recommendations contained herein, or seek additional advice. Neither this author nor Morgan Holen & Associates, LLC, have assumed any responsibility for liability associated with the trees on or adjacent to this site.

General Description

The Villebois PDP-11C project site is located east of the intersection between SW Barber Street and SW Costa Circle West in Wilsonville. The existing site is undeveloped.

In all, eight trees measuring 6-inches and larger in diameter were inventoried including four invasive European white birches (*Betula pendula*), three lindens (*Tilia* spp.), and one western sycamore (*Platanus racemosa*). A complete description of individual trees is provided in the enclosed tree data.

Tree Plan Recommendations

As described in the enclosed tree data, individual trees were assigned a general condition rating as defined by the Villebois Specific Area Plan Community Elements Book:

P: Poor Condition

M: Moderate Condition

¹ Visual Tree Assessment (VTA): The standard process of visual tree inspection whereby the inspector visually assesses the tree from a distance and up close, looking for defect symptoms and evaluating overall condition and vitality.

G: Good Condition

I: Important Condition

All four European white birches are classified in poor condition; one is completely dead and windsnapped with an approximate six foot snag remaining, one is suppressed and mostly dead, and the other two have progressive dieback. All three lindens are also classified in poor condition, including two dead trees and one with extensive dieback. The western sycamore is classified in moderate condition with branch dieback and reduced vigor; we suspect that this tree is infected with sycamore anthracnose, a fungal disease. All eight trees are planned for removal for construction, including a new street and buildings.

Table 1 provides a summary of the count of trees by general condition rating and treatment recommendation.

Table 1. Count of Trees by Treatment Recommendation and General Condition Rating.

Treatment Recommendation	General Condition		Total
	P	M	
Remove	7	1	8 (100%)
Total	7 (88%)	1 (12%)	8 (100%)

Mitigation Requirements

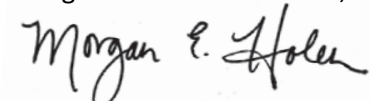
All 8 inventoried trees are 6-inches or larger in diameter and planned for removal. Removal of these eight trees requires mitigation per Section 4.620.00; removed trees shall be replaced on a basis of one tree planted for each tree removed. Therefore, eight trees measuring at least 2-inch in diameter shall be planted as mitigation for tree removal.

Tree Protection Standards

Trees protection measures are not recommended because none of the inventoried trees are planned for retention.

Thank you for choosing Morgan Holen & Associates, LLC, to provide consulting arborist services for the Villebois PDP-11C project. Please contact us if you have questions or need any additional information.

Thank you,
Morgan Holen & Associates, LLC



Morgan E. Holen, Owner
ISA Board Certified Master Arborist, PN-6145B
ISA Tree Risk Assessment Qualified
Forest Biologist

Enclosures: Villebois PDP 11C – Tree Data 6-28-16

Tree No.	Common Name	Species Name	DBH*	C-Rad^	Cond [#]	Condition & Comments	Treatment
497	linden	<i>Tilia spp.</i>	15	0	P	dead	remove
498	linden	<i>Tilia spp.</i>	18	12	P	extensive dieback	remove
499	linden	<i>Tilia spp.</i>	15	0	P	dead	remove
502	western sycamore	<i>Platanus racemosa</i>	10	12	M	branch dieback, suspect anthracnose; visual assessment limited by invasive vegetation surrounding trunk	remove
503	European birch	<i>Betula pendula</i>	12	18	P	invasive species, crown decay, branch dieback	remove
504	European birch	<i>Betula pendula</i>	6	6	P	invasive species, broken top, suppressed, mostly dead	remove
505	European birch	<i>Betula pendula</i>	17	22	P	invasive species, top dieback, dead and broken branches	remove
506	European birch	<i>Betula pendula</i>	13	0	P	dead, windsnapped, 6' snag remains	remove

*DBH: Diameter at Breast Height (measured 4.5-feet above ground level in inches).

^C-Rad: Crown Radius, the distance from the center of the tree to the edge of the dripline (measured in feet).

[#]Condition Rating: I-Important; G-Good; M-Moderate; P-Poor.

IIF) Republic Services Approval of Trash Collection Plan



REPUBLIC
SERVICES

10295 SW Ridder Road, Wilsonville, OR 97070
O: 503.570.0626 F: 503.982.9307 republicservices.com

August 8, 2016

Shawn James
Planner
Pacific Community Design
12564 SW Main Street
Tigard OR 97223

Re: 16 Row Houses in Villebois

Dear Shawn;


Thank you for sending me your site plans again for this development in Wilsonville.

My Company: Republic Services of Clackamas & Washington Counties has the franchise agreement to service this area with the City of Wilsonville, and Clackamas County. We will provide complete residential waste removal and recycling services as needed on a weekly basis for these sites.

We can service the row houses as designed by going down the alley behind the garages; if we have at least 20 feet of alley access and the carts are set out away from the buildings. I appreciate you widening the alley to accommodate our trucks.

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

Sincerely,



Frank J. Lonergan
Operations Manager
Republic Services Inc.

LEGEND

---	PROPOSED RIGHT OF WAY
---	EXISTING RIGHT-OF-WAY
---	PROPOSED CURB AND GUTTER
---	PROPOSED CENTERLINE
---	EXISTING CENTERLINE
---	PROPOSED PUBLIC UTILITY EASIMENT
---	PROPOSED BUILDING SETBACK
---	PROPOSED PROPERTY LINE
---	EXISTING PROPERTY LINE
---	PSP BOUNDARY LINE
---	PROPOSED MAGISCAP MAP
---	PROPOSED A.C. PAVING
---	PROPOSED SIGNAL
---	PROPOSED SIGNAL BY OTHERS
---	EXISTING SIGNAL

LEGEND:

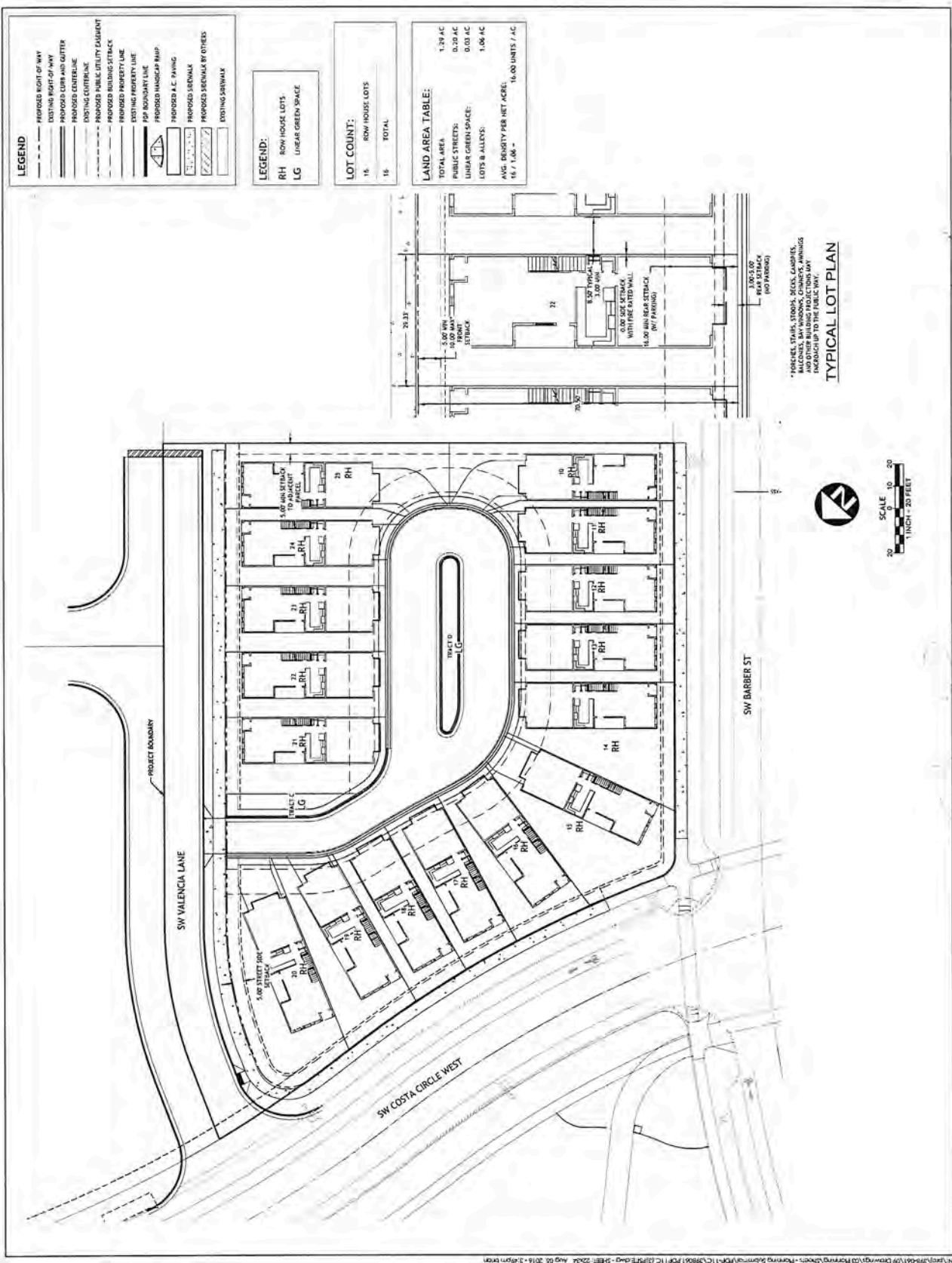
RH	ROW HOUSE LOTS
LG	LINEAR GREEN SPACE

LOT COUNT:

NO.	ROW HOUSE LOTS	TOTAL
15		
16		

LAND AREA TABLE:

TOTAL AREA	1.39 A.C.
PUBLIC STREETS	0.20 A.C.
LINEAR GREEN SPACE	0.03 A.C.
LOTS & ALLEYS	1.06 A.C.
Avg. Density per Net Acres:	16.00 UNITS / A.C.
16 / 1.06 =	



*HOUSE, STAIRS, TERRACE, DECK, GARAGE, PORCH, PATIO, BALCONY, CHIMNEY, ANNEX, AND OTHER BUILDING PROJECTIONS MAY VARY FROM THE TYPICAL LOT PLAN.



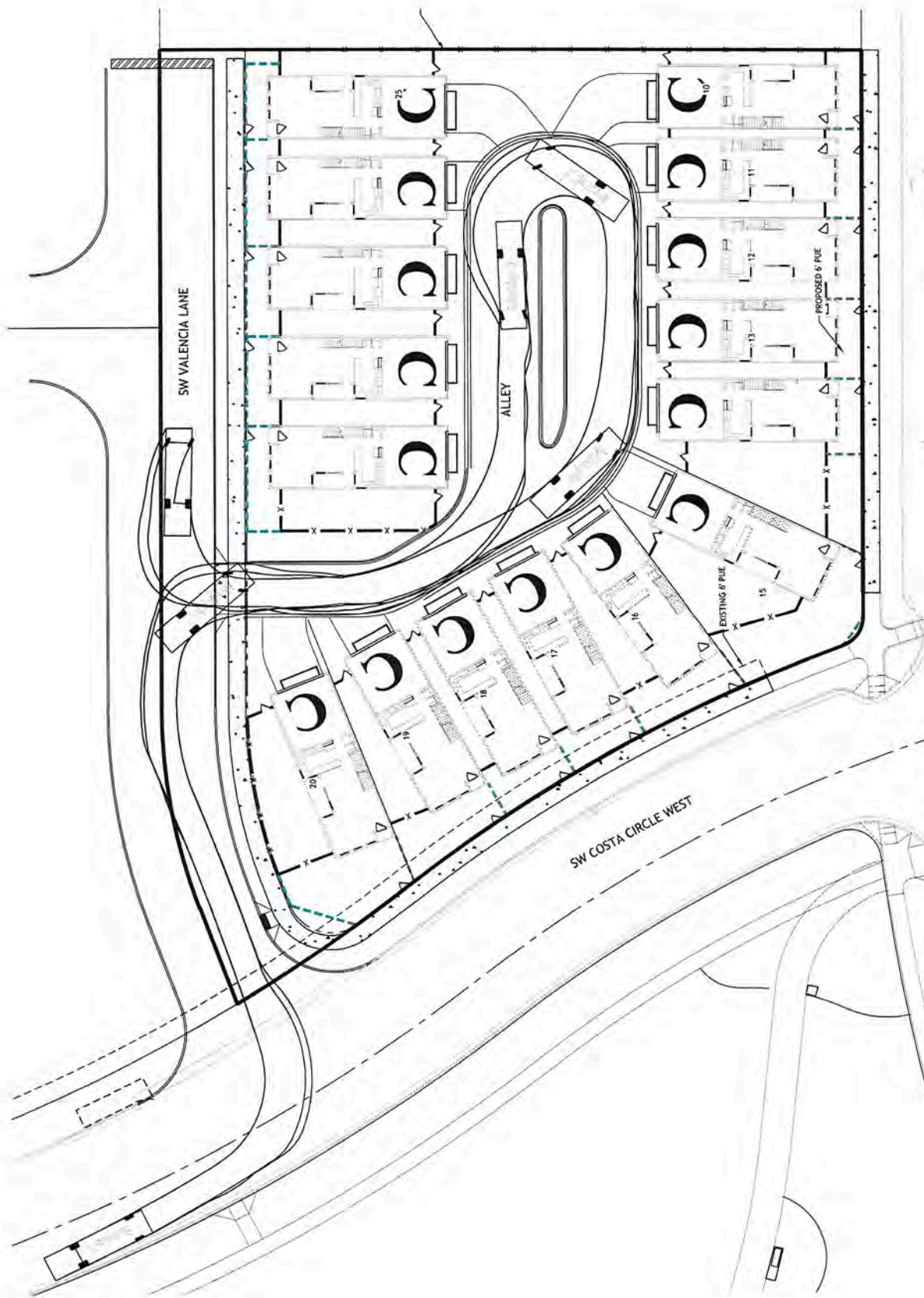
SCALE
1" = 20' FEET

BERKSHIRE
NO. 2
PDP- 11C

SITE &
LAND USE
PLAN

PROJECT NO.: 2016-01
TYPE: PLANNING
REVIEWED BY: PRE

73 design 8/8/16



Frank & Jennifer

8/8/16

Section III) Tentative Plat – Subdivision

IIIA) Supporting Compliance Report

SUPPORTING COMPLIANCE REPORT
TENTATIVE PLAT - SUBDIVISION
PDP 11 - CENTRAL

SECTION IIIA

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I. WILSONVILLE PLANNING & LAND DEVELOPMENT ORDINANCE

SECTION 4.125. VILLAGE (V) ZONE

(.02) PERMITTED USES

Examples of principle uses that are typically permitted:

- D. Row Houses
- H. Non-commercial parks, plazas, playgrounds, recreational facilities, community buildings and grounds, tennis courts, and other similar recreational and community uses owned and operated either publicly or by an owners association.

Response: The proposed Tentative Plat for subdivision will create 16 lots for development of row houses. All proposed uses within the subject PDP are permitted pursuant to this section.

(.05) DEVELOPMENT STANDARDS APPLYING TO ALL DEVELOPMENTS IN THE VILLAGE ZONE

All development in this zone shall be subject to the V Zone and the applicable provisions of the Wilsonville Planning and Land Development Ordinance. If there is a conflict, then the standards of this section shall apply. The following standards shall apply to all development in the V zone:

- A. Block, Alley, Pedestrian and Bicycle Standards:
 - 1. Maximums Block Perimeter: 1,800 feet, unless the Development Review Board makes a finding that barriers such as existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent a block perimeter from meeting this standard.

Response: These standards are addressed within the PDP Compliance Report (see Section IIA).

- 2. Maximum spacing between streets for local access: 530 feet, unless the Development Review Board makes a finding that barriers such as existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent street extensions from meeting this standard.

Response: These standards are addressed within the PDP Compliance Report (see Section IIA).

3. If the maximum spacing for streets for local access exceeds 530 feet, intervening pedestrian and bicycle access shall be provided, with a maximum spacing of 330 feet from those local streets, unless the Development Review Board makes a finding that barriers such as existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent pedestrian and bicycle facility extensions from meeting this standard.

Response: These standards are addressed within the PDP Compliance Report (see Section IIA).

- B. Access: All lots with access to a public street, and an alley, shall take vehicular access from the alley to a garage or parking area, except as determined by the City Engineer.

Response: All of the lots within the proposed PDP that have frontage on a public street and an alley will take vehicular access from an alley to a garage or parking area.

Table V-1 Development Standards

Building Type	Min. Lot Size (sq.ft.)	Min. Lot Width (ft.)	Min. Lot Depth (ft.)	Max. Lot Coverage (note)	Min. Frontage Width (10, 12) (%)	Max. Bldg. Height (ft.)	Front Min. (ft.)	Front Max. (ft.)	Rear Min. (ft.)	Side Min. (ft.)	Alley-Loaded Garage (note)	Street-Loaded Garage (note)
Commercial Buildings - Village Center ¹⁴	NR	NR	NR	¹	90	60	NR ³	5	NR	NR	NR	NA
Hotels - Village Center ¹⁴	NR	NR	NR	¹	80	60	NR ³	15	NR	NR	NR	NA
Mixed Use Buildings - Village Center ¹⁴	NR	NR	NR	¹	90	60	NR ³	8	NR	NR	NR	NA
Multi-Family Dwellings - Village Center ¹⁴	NR	NR	NR	¹	80	45	5 ⁴	15	NR	NR	NR	NA
Row Houses ¹¹ - Village Center ¹⁴	NR	NR	NR	¹	80	45	5 ⁴	10	NR	NR	NR	NA
Commercial Buildings	NR	NR	NR	¹	60	45	NR	15	NR	NR	NR	NA
Mixed Use Buildings	NR	NR	NR	¹	60	45	NR	15	NR	NR	NR	NA
Multi-Family Dwellings	NR	NR	NR	¹	60	45	8 ⁴	15	NR	NR	NR	NA
Row Houses ¹¹	NR	15	50	¹	80	45	8 ³	15	NR	NR	NR	NA
Duplexes	4,000	45	70	²	60 ¹⁶	35	12 ^{5,6}	20 ⁶	5	5 ¹⁵	⁷	8,17,18
Single-Family Dwellings	2,250	35	50	²	60 ¹⁶	35	12 ^{5,6}	20 ⁶	5	5 ¹⁵	⁷	8,17

Notes: NR = No Requirement
 NA = Not Allowed
 1 Lot < 8000sf: NR; Lot > 8000sf: 80% (Max. Lot Coverage)
 2 Small lots: 75%; Medium Lots: 65%; Standard and Large Lots: 55%; Estate Lots: 45% Maximum Lot Coverage
 On lots where detached accessory buildings are built, maximum lot coverage may be increased by 10%.
 3 Bay windows, balconies, and other structural building projections above 8 ft. may encroach up to 5 ft. into the Public Way; canopies, awnings, and other non-structural projections may encroach up to 8 ft. into the Public Way.
 4 Porches, stairs, stoops, decks, canopies, balconies, bay windows, chimneys, awnings, and other building projections may encroach up to the Public Way.
 5 Porches, stoops, decks, canopies, balconies, bay windows, chimneys, awnings, and other building projections may encroach to within 8 ft. of the Public Way. Stairs may encroach to the Public Way.
 6 For Standard, or Large Lots on Collector Avenues, front setbacks are 20 ft. min., (13' setback to porch), side street setbacks are 15' (8' setback to porch). Pie-shaped lots or lots with significant trees or grade banks at frontage have no maximum front setback.
 7 The garage setback from alley shall be between 3 and 5 foot or, when as optional parking space is located between the garage and the alley, shall be 16 ft. minimum. Lots with important trees, as identified in the Master Plan, or grade differences at the alley, affecting garage location shall be exempt from this requirement.
 8 Street-loaded garages shall be a minimum 20 ft. front setback to face of garage, and located a minimum of 5 ft. behind main facade of the associated dwelling unit.
 9 Vertical encroachments are allowed up to ten additional feet, for up to 10% of the building footprint, vertical encroachments shall not be habitable space.
 10 For Village Center buildings with lots fronting two or more streets, at least two facades shall be subject to the minimum frontage width and front setback requirements.
 11 Row Houses are typically attached, but may be detached within the Village Center Boundary. When attached, no more than ten units shall be contiguous along a street edge. When row houses are detached, the Minimum Frontage Width is 65%. The Minimum Frontage Width for detached row houses may be less than 65% on corner lots or to accommodate the curve radius of street frontage, public utility easements, important trees, grade differences, public open space requirements, or as otherwise approved by the DRB.
 12 See Definitions, 4.12.5.01, for measurement of Minimum Frontage Width.
 13 Front Setback is measured as the offset of the front lot line or a vehicular or pedestrian access easement line. On lots with alleys, Rear Setback shall be measured from the rear lot line abutting the alley.
 14 See Figure 2A - Village Center Boundary & Land Use Plan in the Villebois Village Master Plan for areas included within the Village Center.
 15 On Estate Lots and Large Lots with frontage 70 ft. or wider, the minimum combined side yard setbacks shall total 15 ft. with a minimum of 5 ft. On Small and Medium Lots, minimum side setback shall be 0 ft. or as required by Building Code.
 16 For cluster housing with lots arranged on a courtyard, frontage shall be measured at the front door face of the building adjacent to a public right of way or a public pedestrian access easement linking the courtyard with the Public Way.
 17 Dwellings on lots without alley access shall be at least 36 feet wide.
 18 Duplexes with front-loaded garages are limited to one shared standard-sized driveway/apron.
 19 Maximum setbacks may be increased as necessary to accommodate deeper porches, building code, public utility easements or public open space requirements.
 20 Lots are categorized as small, medium, standard, large or estate as shown in the Pattern Book.

[Table V-1 amended by Ord. 667 on 8/17/09; Ord. 682, 9/9/10]

Response: The *Tentative Plat* (see Section IIIB in this Notebook) depicts proposed lot sizes and dimensions. All of the lots meet applicable requirements, as addressed below. The proposed lots will be developed with single family detached row houses. Table V-1 does not indicate a minimum lot size, width or depth for Row Houses in the Village Center. The proposed PDP 11C does not have any lots >8,000 sf, so no maximum

lot coverage applies. Row Houses comply with the minimum frontage width standard. Rowhomes comply with the applicable setback and height requirements.

(.07) GENERAL REGULATIONS - OFF-STREET PARKING, LOADING & BICYCLE PARKING

Table V-2: Off-Street Parking Requirements

Category	Min. Vehicle Spaces	Max. Vehicle Spaces	Bicycle Short Term	Bicycle Long Term
Row Houses	1.0 / DU	NR	NR	NR

Response: Sixteen (16) spaces for off-street parking are required for the sixteen rowhomes. Twenty-six (26) spaces are provided in units with attached two-car garages. Twelve (12) spaces are provided in units with attached two-car garages and two driveway spaces. A total of 38 off-street parking spaces are provided, which exceeds the required 16 spaces.

(.08) OPEN SPACE

Open space shall be provided as follows:

- A. In all residential developments and in mixed-use developments where the majority of the developed square footage is to be in residential use, at least twenty-five percent (25%) of the area shall be open space, excluding street pavement and surface parking. In multi-phased developments, individual phases are not required to meet the 25% standard as long as an approved Specific Area Plan demonstrates that the overall development shall provide a minimum of 25% open space. Required front yard areas shall not be counted towards the required open space area. Required rear yard areas and other landscaped areas that are not within required front or side yards may be counted as part of the required open space.
- B. Open space area required by this Section may, at the discretion of the Development Review Board, be protected by a conservation easement or dedicated to the City, either rights in fee or easement, without altering the density or other development standards of the proposed development. Provided that, if the dedication is for public park purposes, the size and amount of the proposed dedication shall meet the criteria of the City of Wilsonville standards. The square footage of any land, whether dedicated or not, which is used for open space shall be deemed a part of the development site for the purpose of computing density or allowable lot coverage. See SROZ provisions, Section 4.139.10.
- C. The Development Review Board may specify the method of assuring the long-term protection and maintenance of open space and/or recreational areas. Where such protection or maintenance are the **responsibility of a private party or homeowners' association, the City**

Attorney shall review and approve any pertinent bylaws, covenants, or agreements prior to recordation.

Response: The Parks *Master Plan* for Villebois states that there are 57.87 acres of parks and 101.46 acres of open space for a total of 159.33 acres within Villebois, approximately 33%. SAP Central includes parks and open space areas consistent with the *Master Plan*. Linear green spaces are added with PDP 11C.

(.09) STREET & ACCESS IMPROVEMENT STANDARDS

A. Except as noted below, the provisions of Section 4.177 apply within the Village zone:

1. General Provisions:

a. All street alignment and access improvements shall conform to the Villebois Village Master Plan, or as refined in the Specific Area Plan, Preliminary Development Plan, or Final Development Plan and the following standards:

Response: The street alignments and access improvements within this PDP are generally consistent with those approved in the *Villebois Village Master Plan* and SAP Central.

i. All street improvements shall conform to the Public Works Standards and shall provide for the continuation of streets through proposed developments to adjoining properties or subdivisions, according to the Master Plan.

Response: All street improvements within this Preliminary Development Plan will comply with the applicable Public Works Standards. The street system within this Preliminary Development Plan is designed to provide for the continuation of streets within Villebois and to adjoining properties or subdivisions according to the *Master Plan*. The street system is illustrated on the *Circulation Plan* located in Section IIB of this Notebook.

ii. All streets shall be developed with curbs, landscape strips, bikeways or pedestrian pathways, according to the Master Plan.

Response: All streets within this Preliminary Development Plan will be developed with curbs, landscape strips, sidewalks, and bikeways or pedestrian pathways as depicted on the *Circulation Plan* (Section IIB of this Notebook) and in accordance with the *Master Plan*.

2. Intersections of streets

a. Angles: Streets shall intersect one another at angles not less than 90 degrees, unless existing development or topography makes it impractical.

b. Intersections: If the intersection cannot be designed to form a right angle, then the right-of-way and paving within the acute angle shall have a minimum of thirty (30) foot centerline radius and said angle shall not be less than sixty

(60) degrees. Any angle less than ninety (90) degrees shall require approval by the City Engineer after consultation with the Fire District.

Response: The plan sheets located in Section IIB of this Notebook demonstrate that all proposed streets will intersect at angles consistent with the above standards (see the *Tentative Plat*).

- c. Offsets: Opposing intersections shall be designed so that no offset dangerous to the traveling public is created. Intersections shall be separated by at least:
 - i. 1000 ft. for major arterials
 - ii. 600 ft. for minor arterials
 - iii. 100 ft. for major collector
 - iv. 50 ft. for minor collector

Response: The plan sheets located in Section IIB of this Notebook demonstrate that opposing intersections on public streets are offset, as appropriate, so that no danger to the traveling public is created (see the *Tentative Plat* in Section IIIB).

- d. Curb Extensions:
 - i. Curb extensions at intersections shall be shown on the Specific Area Plans required in subsection 4.125(.18)(C) through (F), below, and shall:
 - ii. Not obstruct bicycle lanes on collector streets.
 - iii. Provide a minimum 20 foot wide clear distance between curb extensions all local residential street intersections shall have, shall meet minimum turning radius requirements of the Public Works Standards, and shall facilitate fire truck turning movements as required by the Fire District.

Response: Curb extensions are shown on the *Circulation Plan* (see Section IIB). Curb extensions will not obstruct bicycle lanes on collector streets as the subject site is not adjacent to collector streets. The attached drawings illustrate that all street intersections will have a minimum 20 foot wide clear distance between curb extensions on all local residential street intersections.

- 3. Street grades shall be a maximum of 6% on arterials and 8% for collector and local streets. Where topographic conditions dictate, grades in excess of 8%, but not more than 12%, may be permitted for short distances, as approved by the City Engineer, where topographic conditions or existing improvements warrant modification of these standards.

Response: The *Grading & Erosion Control Plan* located in Section IIB, demonstrates that proposed streets can comply with this standard.

4. Centerline Radius Street Curves:

The minimum centerline radius street curves shall be as follows:

- a. Arterial streets: 600 feet, but may be reduced to 400 feet in commercial areas, as approved by City Engineer.
- b. Collector streets: 600 feet, but may be reduced to conform with the Public Works Standards, as approved by the City Engineer.
- c. Local streets: 75 feet

Response: The *Tentative Plat* (see Section IIIB) demonstrates that all streets will comply with the above standards.

5. Rights-of-way:

- a. See (.09) (A), above.

Response: Rights-of-way for adjacent streets have already been dedicated as shown on the plan sheets located in Section IIB of this Notebook.

6. Access drives.

- a. See (.09) (A), above.
- b. 16 feet for two-way traffic.

Response: Access drives (alleys) will be paved at least 16-feet within a 20-foot tract, as shown on the *Circulation Plan* in Section IIB of this Notebook. In accordance with Section 4.177, all access drives will be constructed with a hard surface capable of carrying a 23-ton load. Easements for fire access will be dedicated as required by the fire department. All access drives will be designed to provide a clear travel lane free from any obstructions.

7. Clear Vision Areas

- a. See (.09) (A), above.

Response: Clear vision areas will be provided and maintained in compliance with the Section 4.177.

8. Vertical clearance:

- a. See (.09) (A), above.

Response: Vertical clearance will be provided and maintained in compliance with the Section 4.177.

9. Interim Improvement Standard:

- a. See (.09) (A), above.

Response: No interim improvements are proposed.

(.18) VILLAGE ZONE DEVELOPMENT PERMIT PROCESS

G. Preliminary Development Plan Approval Process:

1. An application for approval of a Preliminary Development Plan for a development in an approved SAP shall:
 - f) Include a preliminary land division (concurrently) per Section 4.400, as applicable.

Response: This application includes a request for preliminary land division approval. This section includes a Supporting Compliance Report, the proposed Tentative Plat, a copy of the certification of liens & assessments form, and the **subdivision name approval from the County Surveyor's Office.**

SECTION 4.177. STREET IMPROVEMENT STANDARDS

Response: Adjacent street rights-of-way will be dedicated as required.

The drawings located in Section IIB demonstrate that all proposed access drives (alleys) within the Preliminary Development Plan area will have a minimum improvement width of 16 feet and will provide two-way travel. All access drives (alleys) will be constructed with a hard surface capable of carrying a 23-ton load. Easements for fire access will be dedicated as required by the fire department. All access drives will be designed to provide a clear travel lane free from any obstructions.

Clear vision areas will be maintained in accordance with the standards of Subsection 4.177(.01)(I). Vertical clearance will be maintained over all streets and access drives in accordance with Subsection 4.177(.01)(J).

LAND DIVISIONS

SECTION 4.210. APPLICATION PROCEDURE

- A. Preparation of Tentative Plat. The Planning Staff shall provide information regarding procedures and general information having a direct influence on the proposed development, such as elements of the Comprehensive Plan, existing and proposed streets, road and public utilities. The applicant shall cause to be prepared a tentative plat, together with improvement plans and other supplementary material as specified in this Section. The Tentative Plat shall be prepared by an Oregon licensed professional land surveyor or engineer. An affidavit of the services of each surveyor or engineer shall be furnished as part of the submittal.

Response: A tentative plat for subdivision has been prepared by an Oregon licensed professional engineer as required. The Tentative Plat can be seen in Section IIIB of this Notebook. Improvement plans can be seen in Section IIB of this application Notebook. The Introductory Narrative located in Section IA includes a listing of the services provided by each design team member.

- B. Tentative Plat Submission. The purpose of the Tentative Plat is to present a study of the proposed subdivision to the Planning Department and Development Review Board and to receive approval

recommendations for revisions before preparation of a final Plat. The design and layout of this plan plat shall meet the guidelines and requirements set forth in this Code. The Tentative Plat shall be submitted to the Planning Department with the following information:

1. Site development application form completed and signed by the owner of the land or a letter of authorization signed by the owner. A preliminary title report or other proof of ownership is to be included with the application form.
2. Application fees as established by resolution of the City Council.

Response: Copies of the application form and the application fee are included in Sections IB and IC, respectively, of this Notebook.

3. Ten (10) copies and one (1) sepia or suitable reproducible tracing of the Tentative Plat shall be submitted with the application. Paper size shall be **eighteen inch (18") by twenty-four inch (24")**, or such other size as may be specified by the City Engineer.

Response: The balance of the 10 copies of the Tentative Plat (see Section IIIB) will be provided when the application is determined complete; three (3) of which have been provided with initial submittal.

4. Name of the subdivision. No subdivision shall duplicate or resemble the name of any other subdivision in Clackamas or Washington County. Names may be checked through the county offices.

Response: The proposed name is "Berkshire No. 2" (see Section IIID for **documentation of subdivision name approval from the Clackamas County Surveyor's Office**).

5. Names, address, and telephone numbers of the owners and applicants, and engineer or surveyor.

Response: The names, addresses and telephone numbers of the owner, applicant, engineer and surveyor are listed in the Introductory Narrative, which can be seen in Section IA of this Notebook, and are listed on the *Cover Sheet* (see Section IIB of Notebook).

6. Date, north point and scale drawing.
7. Location of the subject property by Section, Township, and Range.
8. Legal road access to subject property shall be indicated as City, County, or other public roads.
9. Vicinity map showing the relationship to the nearest major highway or street.

10. Lots: Dimensions of all lots, minimum lot size, average lot size, and proposed lot and block numbers.
11. Gross acreage in proposed plat.

Response: The above information is provided on the plan sheets located in Section IIB of this Notebook. The location of the subject property by Section, Township and Range and the gross acreage of the proposed plat is also listed in the Introductory Narrative, located in Section IA of this Notebook, and are listed on the *Cover Sheet* (see Section IIB of Notebook).

12. Proposed uses of the property, including sits, if any, for multi-family dwellings, shopping centers, churches, industries, parks, and playgrounds or other public or semi-public uses.

Response: The proposed plat does not include any multi-family dwellings, shopping centers, churches, industries, parks, and playgrounds or other public or semi-public uses. Therefore, this section is not applicable.

13. Improvements: Statement of the improvements to be made or installed including streets, sidewalks, lighting, tree planting, and times such improvements are to be made or completed.

Response: Proposed improvements are shown on the plan sheets in Section IIB. The *Circulation Plan* shows proposed streets and sidewalks. The *Street Tree/Lighting Plan* shows proposed street trees and proposed street lights.

14. Trees. Locations, types, sizes, and general conditions of all existing trees, as required in Section 4.600.

Response: The requirements of Section 4.600 can be seen in Section VI of this Notebook. The *Tree Preservation Plan* (see Section VC) shows existing tree locations, types, sizes and general conditions, pursuant to the requirements of Section 4.600.

15. Utilities such as electrical, gas, telephone, on and abutting the tract.

Response: The *Composite Utility Plan* shows existing and proposed utilities. These sheets can be seen in Section IIB of this Notebook.

16. Easements: Approximate width, location, and purpose of all existing and proposed easements on, and known easements abutting the tract.
17. Deed Restrictions: Outline of proposed deed restrictions, if any.
18. Written Statement: Information which is not practical to be shown on the maps may be shown in separate statements accompanying the Tentative Plat.
19. **If the subdivision is to be a “Planned Development,” a copy of the proposed Home Owners Association By-Laws must be**

submitted at the time of submission of the application. The Tentative Plat shall be considered as the Stage I Preliminary Plan. The proposed By-Laws must address the maintenance of any parks, common areas, or facilities.

Response: The *Existing Conditions* plan, located in Section IIB, shows the approximate width, location, and purpose of all existing easements. The *Tentative Plat - Subdivision*, located in Section IIIB, shows proposed easements. No deed restrictions are proposed at this time.

20. Any plat bordering a stream or river shall indicate areas subject to flooding and shall comply with the provisions of Section 4.172.

Response: The proposed plat areas do not border a stream or river.

21. Proposed use or treatment of any property designated as open space by the City of Wilsonville.

Response: The proposed plat does not include any areas designated as open space by the City of Wilsonville.

22. A list of the names and addresses of the owners of all properties within 250 feet of the subject property, printed on self-adhesive mailing labels. The list shall be taken from the latest available property ownership records of the **Assessor's Office of the affected county.**

Response: The required mailing list has been submitted with this application. A copy is provided in Section ID.

23. **A completed "liens and assessments" form, provided by the City Finance Department.**

Response: A copy of this form is provided in Exhibit IIID.

24. Locations of all areas designated as a Significant Resource Overlay Zone by the City, as well as any wetlands shall be shown on the tentative plat.

Response: The proposed plat does not include any areas designated as SROZ by the City or any wetlands.

25. Locations of all existing and proposed utilities, including but not limited to domestic water, sanitary sewer, storm drainage, streets, and any private utilities crossing or intended to serve the site. Any plans to phase the construction or use of utilities shall be indicated.

Response: The *Existing Conditions* plan shows all existing utilities. The *Composite Utility Plan* shows all proposed utilities. The *Grading and Erosion Control Plan* shows proposed streets and storm drainage facilities. These plan sheets can be seen in Section IIB of this Notebook.

26. A traffic study, prepared under contract with the City, shall be submitted as part of the tentative plat application process, unless specifically waived by the Community Development Director.

Response: A copy of the Traffic Impact Analysis is attached in Section IID of this Notebook.

C. Action on proposed tentative plat:

1. Consideration of tentative subdivision plat. The Development Review Board shall consider the tentative plat and the reports of City staff and other agencies at a regular Board meeting no more than ninety (90) days after tentative plat application has been accepted as complete by the City. Final action on the proposed tentative plat shall occur within the time limits specified in Section 4.013. The tentative plat shall be approved if the Development Review Board determines that the tentative plat conforms in all respects to the requirements of this Code.

Response: The proposed Tentative Plat for subdivision is located in Section IIIB, is included with this application for review by the Development Review Board.

2. Consideration of tentative partition plat. The Planning Director shall review and consider any proposed land partition plat through the procedures for Administrative Reviews specified in Section 4.030 and 4.035.

Response: This request is for a Tentative Subdivision Plat. This code section does not apply.

3. The Board shall, by resolution, adopt its decision, together with findings and a list of all Conditions of Approval or required changes to be reflected on the Final Plat

Response: Any Conditions of Approval adopted by the Board shall be reflected on the Final Plat.

4. Board may limit content of deed restrictions. In order to promote local, regional and state interests in affordable housing, the Board may limit the content that will be accepted within proposed deed restrictions or covenants. In adopting conditions of approval for a residential subdivision or condominium development, the Board may prohibit such things as mandatory minimum construction costs, minimum unit sizes, prohibitions or manufactures housing, etc.

Response: The applicant recognizes the authority of the Board to limit the content of the deed restrictions or covenants.

5. Effect of Approval. After approval of a tentative plat, the applicant may proceed with final surveying, improvement

construction and preparation of the final plat. Approval shall be effective for a period of two (2) years, and if the final plat is not submitted to the Planning Department within such time, the tentative plat shall be submitted again and the entire procedure shall be repeated for consideration of any changes conditions which may exist. Except, however, that the Development Review Board may grant a time extension as provided in Section 4.023.

Response: After approval of the Tentative Plat, a final plat will be prepared and submitted to the Planning Department within two years if an extension is not provided.

- D. Land division phases to be shown. Where the applicant intends to develop the land in phases, the schedule for such phasing shall be presented for review at the time of the tentative plat. In acting on an application for tentative plat approval, the Planning Director or Development Review Board may set time limits for the completion of the phasing schedule which, if not met, shall result in an expiration of the tentative plat approval.

Response: The PDP is proposed to be executed in one phase.

- E. Remainder tracts to be shown as lots or parcels. Tentative plats shall clearly show all effected property as part of the application for land division. All remainder tracts, regardless of size, shall be shown and counted among the parcels or lots of the division.

Response: No remainder tracts are proposed.

SECTION 4.236. GENERAL REQUIREMENTS - STREETS.

- (.01) Conformity to the Master Plan Map: Land divisions shall conform to and be in harmony with the Transportation Master Plan (Transportation Systems Plan), the bicycle and Pedestrian Master Plan, the Parks and Recreation Master Plan, the Official Plan or Map and especially to the Master Street Plan.

Response: The proposed land division complies with Specific Area Plan - Central and the *Villebois Village Master Plan*, and thereby conforms to the applicable Master Plans.

- (.02) Relation to Adjoining Street System.

- A. A land division shall provide for the continuation of the principal streets existing in the adjoining area, or of their proper projection when adjoining property is not developed, and shall be of a width not less than the minimum requirements for streets set forth in these regulations. Where, in the opinion of the Planning Director or Development Review Board, topographic conditions make such continuation or conformity impractical, an exception may be made. In cases where the Board or Planning Commission has adopted a plan or plat of a neighborhood or area of which the proposed land division

is a part, the subdivision shall conform to such adopted neighborhood or area plan.

- B. **Where the plat submitted covers only a part of the applicant's tract,** a sketch of the prospective future street system of the unsubmitted part shall be furnished and the street system of the part submitted shall be considered in the light of adjustments and connections with the street system of the part not submitted.
- C. At any time when an applicant proposes a land division and the Comprehensive Plan would allow for the proposed lots to be further divided, the city may require an arrangement of lots and streets such as to permit a later resubdivision in conformity to the street plans and other requirements specified in these regulations.

Response: The street system proposed in this land division generally conforms to the street system in SAP Central and the *Villebois Village Master Plan* with refinements described in the PDP Supporting Compliance Report (see Section IIA of this Notebook).

(.03) All streets shall conform to the standards set forth in Section 4.177 and the block size requirements of the zone.

Response: Previous sections of this report have demonstrated compliance with the standards of Section 4.177 and the applicable block size requirements.

(.04) Creation of Easements: The Planning Director or Development Review Board may approve an easement to be established without full compliance with these regulations, provided such an easement is the only reasonable method by which a portion of a lot large enough to allow partitioning into two (2) parcels may be provided with vehicular access and adequate utilities. If the proposed lot is large enough to divide into more than two (2) parcels, a street dedication may be required. Also, within a Planned Development, cluster settlements may have easement driveways for any number of dwelling units when approved by the Planning Director or Development Review Board.

Response: Any necessary easements will be identified on the final plat.

(.05) Topography: The layout of streets shall give suitable recognition to surrounding topographical conditions in accordance with the purpose of these regulations.

Response: The *Grading and Erosion Control Plan* (see Section IIB) demonstrates that the layout of streets has given recognition to surrounding topographic conditions.

(.06) Reserve Strips: The Planning Director or Development Review Board may require the applicant to create a reserve strip controlling the access to a street. Said strip is to be placed under the jurisdiction of the City Council, when the Director or Board determine that a strip is necessary:

- A. To prevent access to abutting land at the end of a street in order to assure the proper extension of the street pattern and the orderly development of land lying beyond the street; or

- B. To prevent access to the side of a street on the side where additional width is required to meet the right-of-way standards established by the City; or
- C. To prevent access to land abutting a street of the land division but not within the tract or parcel of land being divided; or
- D. To prevent access to land unsuitable for building development.

Response: Reserve strips will be provided as appropriate.

(.07) Future Expansion of Street: When necessary to give access to, or permit a satisfactory future division of, adjoining land, streets shall be extended to the boundary of the land division and the resulting dead-end street may be approved without a turn-around. Reserve strips and street plugs shall be required to preserve the objective of street extension.

Response: Streets that will be expanded in the future will occur in compliance with this standard.

(.08) Existing Streets: Whenever existing streets adjacent to or within a tract are of inadequate width, additional right-of-way shall conform to the designated width in this Code or in the Transportation Systems Plan.

Response: Rights-of-way have already been dedicated in accordance with the *Villebois Village Master Plan* and the Transportation System Plan.

(.09) Street Names: No street names will be used which will duplicate or be confused with the names of existing streets, except for extensions of existing streets. Street names and numbers shall conform to the established name system in the City, and shall be subject to the approval of the City Engineer.

Response: No street names will be used that duplicate or could be confused with the names of existing streets. Street names and numbers will conform to the established name system in the City, as approved by the City Engineer.

SECTION 4.237. GENERAL REQUIREMENTS - OTHER.

(.01) Blocks:

- A. The length, width, and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated, consideration of needs for convenient access, circulation, control, and safety of pedestrian, bicycle, and motor vehicle traffic, and recognition of limitations and opportunities of topography.
- B. Sizes: Blocks shall not exceed the sizes and length specified for the zone in which they are located unless topographical conditions or other physical constraints necessitate larger blocks. Larger blocks shall only be approved where specific findings are made justifying the size, shape, and configuration.

Response: The PDP compliance report demonstrates compliance with the applicable block size requirements (see Section IIA). The street system proposed in this land division conforms to the street system in SAP Central and the *Villebois Village Master Plan* as described in the PDP Supporting Compliance Report (see Section IIA of this Notebook).

(.02) Easements:

- A. Utility lines. Easements for sewers, drainage, water mains, electrical lines or other public utilities shall be dedicated wherever **necessary. Easements shall be provided consistent with the City's** Public Works Standards, as specified by the City Engineer or Planning Director. All the utility lines within and adjacent to the site shall be installed with underground services within the street and to any structures. All utilities shall have appropriate easements for construction and maintenance purposes.
- B. Water Courses. Where a land division is traversed by a water course, drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines of the water course, and such further width as will be adequate for the purposes of conveying storm water and allowing for maintenance of the facility or channel. Streets or parkways parallel to water courses may be required.

Response: The final plat will include the appropriate easements.

(.03) Pedestrian and bicycle pathways. An improved public pathway shall be required to transverse the block near its middle if that block exceeds the length standards of the zone in which it is located.

- A. Pathways shall be required to connect to cul-de-sacs to pass through unusually shaped blocks.
- B. Pathways required by this subsection shall have a minimum width of ten (10) feet unless they are found to be unnecessary for bicycle traffic, in which case they are to have a minimum width of six (6) feet.

Response: No proposed block size exceeds the length standards of the zone in which it is located.

(.04) Tree planting. Tree planting plans for a land division must be submitted to the Planning Director and receive the approval of the Director or Development Review Board before the planning is begun. Easements or other documents shall be provided, guaranteeing the City the right to enter the site and plant, remove, or maintain approved street trees that are located on private property.

Response: The *Street Tree/Lighting Plan* shows proposed street tree planting. This plan sheet can be seen in Section IIB of this Notebook.

(.05) Lot Size and shape. The lot size, width, shape and orientation shall be appropriate for the location of the land division and for the type of

development and use contemplated. Lots shall meet the requirements of the zone where they are located.

- A. In areas that are not served by public sewer, an on-site sewage disposal permit is required from the City. If the soil structure is adverse to on-site sewage disposal, no development shall be permitted until sewer service can be provided.
- B. Where property is zoned or deeded for business or industrial use, other lot widths and areas may be permitted at the discretion of the Development Review Board. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
- C. In approving an application for a Planned Development, the Development Review Board may waive the requirements of this section and lot size, shape, and density shall conform to the Planned Development conditions of approval.

Response: Proposed lot sizes, widths, shapes and orientations are appropriate for the proposed development and are in conformance with the Village Zone requirements as demonstrated by this report.

(.06) Access. The division of land shall be such that each lot shall have a minimum frontage on a public street, as specified in the standards of the relative zoning districts. This minimum frontage requirement shall apply with the following exceptions:

- A. A lot on the outer radius of a curved street or facing the circular end of a cul-de-sac shall have frontage of not less than twenty-five (25) feet upon a street, measured on the arc.
- B. The Development Review Board may waive lot frontage requirements where in its judgment the waiver of frontage requirements will not have the effect of nullifying the intent and purpose of this regulation or if the Board determines that another standard is appropriate because of the characteristics of the overall development.

Response: The proposed lots comply with the applicable access requirements of the Village Zone as demonstrated in previous sections of this report.

(.07) Through lots. Through lots shall be avoided except where essential to provide separation of residential development from major traffic arteries or adjacent non-residential activity or to overcome specific disadvantages of topography and orientation. A planting screen easement of at least ten (10) feet, across which there shall be no access, may be required along the line of lots abutting such a traffic artery or other disadvantageous use. Through lots with planting screens shall have a minimum average depth of one hundred (100) feet. The Development Review Board may require assurance that such screened areas be maintained as specified in Section 4.176.

Response: No through lots are proposed by this application.

- (.08) Lot side lines. The side lines of lots, as far as practicable for the purpose of the proposed development, shall run at right angles to the street upon which the lots face.

Response: All side lines of lots will run at right angles to the street upon which the lots face.

- (.09) Large lot land divisions. In dividing tracts which at some future time are likely to be re-divided, the location of lot lines and other details of the layout shall be such that re-division may readily take place without violating the requirements of these regulations and without interfering with the orderly development of streets. Restriction of buildings within future street locations shall be made a matter of record if the Development Review Board considers it necessary.

Response: This request does not include any tracts which may be divided at a future time.

- (.10) Building line. The Planning Director or Development Review Board may establish special building setbacks to allow for the future redivision or other development of the property or for other reasons specified in the findings supporting the decision. If special building setbacks lines are established for the land division, they shall be shown on the final plat.

Response: No building lines are proposed by this application.

- (.11) Build-to line. The Planning Director or Development Review Board may establish special build-to lines for the development, as specified in the findings and conditions of approval for the decision. If special build-to lines are established for the land division, they shall be shown on the final plat.

Response: No build-to lines are proposed by this application.

- (.12) Land for public purposes. The Planning Director or Development Review Board may require property to be reserved for public acquisition, or irrevocably offered for dedication, for a specified period of time.

Response: This land division does not include land to be dedicated for public purposes except for the dedication of street right-of-way.

- (.13) Corner lots. Lots on street intersections shall have a corner radius of not less than ten (10) feet.

Response: All lots on street intersections will have a corner radius of not less than ten (10) feet.

SECTION 4.262. IMPROVEMENTS - REQUIREMENTS.

- (.01) Streets. Streets within or partially within the development shall be graded for the entire right-of-way width, constructed and surfaced in accordance with the Transportation Systems Plan and City Public Works Standards.

Existing streets which abut the development shall be graded, constructed, reconstructed, surfaced or repaired as determined by the City Engineer.

Response: The *Grading and Erosion Control Plan*, located in Section IIB of this Notebook, shows compliance with this standard.

(.02) Curbs. Curbs shall be constructed in accordance with standards adopted by the City.

Response: Curbs will be constructed in accordance with City standards.

(.03) Sidewalks. Sidewalks shall be constructed in accordance with standards adopted by the City.

Response: Sidewalks will be constructed in accordance with City standards.

(.04) Sanitary sewers. When the development is within two hundred (200) feet of an existing public sewer main, sanitary sewers shall be installed to serve each lot or parcel in accordance with standards adopted by the City. When the development is more than two hundred (200) feet from an existing public sewer main, the City Engineer may approve an alternate sewage disposal system.

Response: The *Composite Utility Plan*, located in Section IIB of this Notebook, illustrate proposed sanitary sewer lines.

(.05) Drainage. Storm drainage, including detention or retention systems, shall be provided as determined by the City Engineer.

Response: The *Grading and Erosion Control Plan*, located in Section IIB of this Notebook, illustrates the proposed storm drainage facilities. A supporting utility report is provided (see Section IIC) that demonstrates that the proposed storm drainage facilities will meet City standards.

(.06) Underground utility and service facilities. All new utilities shall be subject to the standards of Section 4.300 (Underground Utilities). The developer shall make all necessary arrangements with the serving utility to provide **the underground services in conformance with the City's Public Works Standards**.

Response: Proposed utilities will be placed underground pursuant to Section 4.300 and City Public Works Standards.

(.07) Streetlight standards. Streetlight standards shall be installed in accordance with regulations adopted by the City.

Response: Proposed streetlights are shown on the *Street Tree/Lighting Plan*, located in Section IIB of this Notebook. Streetlights will be installed in accordance with City standards.

- (.08) Street signs. Street name signs shall be installed at all street intersections and dead-end signs at the entrance to all dead-end streets and cul-de-sacs in accordance with standards adopted by the City. Other signs may be required by the City Engineer.

Response: Street name and dead-end signs will be installed in accordance with City standards.

- (.09) Monuments. Monuments shall be placed at all lot and block corners, angle points, points of curves in streets, at intermediate points and shall be of such material, size, and length as required by State Law. Any monuments that are disturbed before all improvements are completed by the developer and accepted by the City shall be replaced to conform to the requirements of State Law.

Response: Monuments will be placed at all lot and block corners, angle points, points of curves in streets, at intermediate points and will be of such material, size, and length as required by State Law.

- (.10) Water. Water mains and fire hydrants shall be installed to serve each lot in accordance with City standards.

Response: Water mains and fire hydrants will be installed to serve each lot in accordance with City standards (see the *Composite Utility Plan*), located in Section IIB of this Notebook).

II. CONCLUSION

This Supporting Compliance Report demonstrates compliance with the applicable requirements of the City of Wilsonville Planning & Land Development Ordinance for the requested Tentative Subdivision Plat. Therefore, the applicant respectfully requests approval of this application.

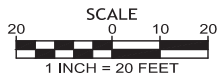
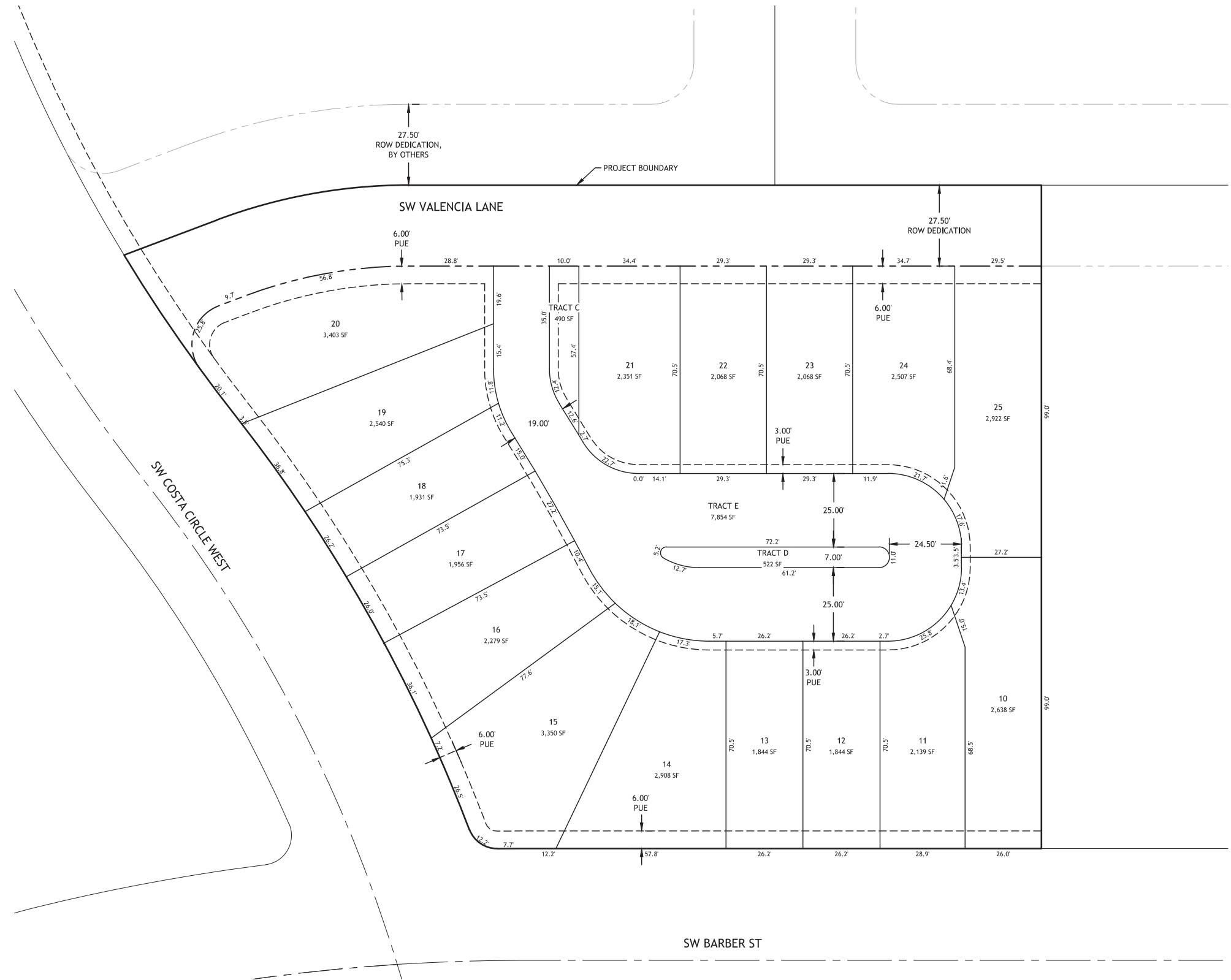
IIIB) Tentative Plat

NO.	DATE	DESCRIPTION
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BERKSHIRE
NO. 2
PDP- 11C

PRELIMINARY
PLAT

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE



IIIC) Copy of Certification of Assessments & Liens

City of

WILSONVILLE
In OREGON



29799 SW Town Center Loop E
Wilsonville, Oregon 97070
(503) 682-1011
(503) 682-1015 Fax

CERTIFICATION OF ASSESSMENTS AND LIENS

"It is the policy of the City of Wilsonville that no permits of any kind shall either be issued or application processed for any applicant who owes or for any property for which there is any payment which is past due owing to the City of Wilsonville until such time as said sums owed are paid." (Resolution #796)

Project/Property Address: Lot 81 of Villebois Village Center #3
East corner of Costa Circle West & Barber Street

Aka Tax Lot(s) 3300 on Map(s) 3 1W 15AC

Applicant: RCS - Villebois Development, LLC

Address: 371 Centennial Parkway Suite 200
Louisville, CO 80027

Property Owner: RCS - Villebois Development, LLC

Address: 371 Centennial Parkway, Suite 200
Louisville, CO 80027

In reference to the above, the City of Wilsonville records show that the following amount is due to the City:

Principal Amnt Due \$ 0 ☐ Current ☐ Non-Current

Comments: No liens at this time

Dated: 6/23/2016

Finance Department: Kater Macadam

(This certification shall be null and void 120 days following the Finance Department date of signature)

"Serving the Community with Pride"

IIID) Subdivision Name Approval

From: Fuller, Debbie [<mailto:DebbieFul@co.clackamas.or.us>]

Sent: Wednesday, July 06, 2016 4:15 PM

To: Travis Jansen <travis@pacific-community.com>

Cc: Stacy Connery <stacy@pacific-community.com>; Griffin, Charles <CGriffin2@co.clackamas.or.us>;

Shawn James <shawn@pacific-community.com>

Subject: RE: Plat Name Reservation Request

Hi Travis,

Yes, that will work. Your request to reserve the plat names "Berkshire" and "Berkshire No. 2" are approved.

Thank you.

Debbie Fuller | Office Manager

County Surveyor's Office | Department of Transportation & Development

Ph: 503.742.4492 | Fax: 503.742.4481 | E: debbieful@clackamas.us

Office Hours: Monday – Thurs. 7:30 - 4:30 ~ Friday 7:30 - 3:00

Lobby Hours: Monday – Thurs. 8:00 - 4:30 ~ Friday 8:00 - 3:00

From: Travis Jansen [<mailto:travis@pacific-community.com>]

Sent: Wednesday, July 06, 2016 4:11 PM

To: Fuller, Debbie <DebbieFul@co.clackamas.or.us>

Cc: Stacy Connery <stacy@pacific-community.com>; Griffin, Charles <CGriffin2@co.clackamas.or.us>;

Shawn James <shawn@pacific-community.com>

Subject: RE: Plat Name Reservation Request

Debbie,

Our client asked if we could change the plat names approved below to "Berkshire" and "Berkshire No. 2" as shown on the attached. Please let me know if this change is approved.

Thank you.

Travis Jansen, PE, PLS

(503) 941-9484 office

(503) 828-5054 cell



REQUEST TO RESERVE SUBDIVISION / CONDOMINIUM NAME

Clackamas County Surveyor's Office
150 Beaver Creek Road #325
Oregon City, OR 97045
(503) 742-4475 / FAX (503) 742-4481
E-mail address: surveyor@clackamas.us

PLAT NAME REQUESTED:

Berkshire No. 2

	TWP/RANGE:	SECTION#:	TAX LOT#(s):
Location of Plat:	3S / 1W	15AC	3300

I understand that if the above name plat is not pending or recorded within two years, the name will be removed from the reserved list.

RESERVED BY: Travis Jansen, Pacific Community Design, Inc.

DATE: 7/6/2016	TELEPHONE: (503) 941 - 9484	FAX: (503) 941 - 9485
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EMAIL ADDRESS: travis@pacific-community.com

PLAT SURVEYOR: #
Travis Jansen, PLS #57751

NAME OF DEVELOPER:
RCS - Villebois Development, LLC

ADDRESS:
371 Centennial Parkway Louisville, CO 80027

DATE: 7/6/2016	TELEPHONE: (503) 535 - 1615	FAX: (503) 466 - 4202
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EMAIL ADDRESS: rudy@costapacific.com

APPROVED BY:	APPROVAL DATE:
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Section IV) Zone Change

IVA) Supporting Compliance Report

SUPPORTING COMPLIANCE REPORT
ZONE CHANGE
PDP 11 - CENTRAL

SECTION IVA

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I. CITY OF WILSONVILLE COMPREHENSIVE PLAN

COMPACT URBAN DEVELOPMENT - IMPLEMENTATION MEASURES

IMPLEMENTATION MEASURE 4.1.6. A

Development in the “Residential - Village” Map area shall be directed by the Villebois Village Concept Plan (depicting the general character of proposed land uses, transportation, natural resources, public facilities, and infrastructure strategies), and subject to relevant Policies and Implementation Measures in the Comprehensive Plan; and implemented in accordance with the Villebois Village Master Plan, the “Village” Zone District, and any other provisions of the Wilsonville Planning and Land Development Ordinance that may be applicable.

Response: This application is being submitted and reviewed concurrently with a Preliminary Development Plan for Phase 11 of SAP-Central.

IMPLEMENTATION MEASURE 4.1.6.C

The “Village” Zone District shall be applied in all areas that carry the Residential - Village Plan Map Designation.

Response: The application proposes a zone change to “Village” for the subject property area, which includes the “Residential-Village” Comprehensive Plan Map Designation.

IMPLEMENTATION MEASURE 4.1.6.D

The “Village” Zone District shall allow a wide range of uses that benefit and support an “urban village”, including conversion of existing structures in the core area to provide flexibility for changing needs of service, institutional, governmental and employment uses.

Response: This application seeks zone change approval from PF - Public Facilities to V - Village Zone on a portion of Villebois located within SAP Central. The area proposed to be rezoned is 1.29 total acres. The plan for subject property includes single family residential lots. The ‘Introductory Narrative’ (see Section IA of Notebook) lists the proposed number and type of residential units, which contribute to a diverse mix of housing. The proposed residential land use and housing type in this area are consistent with those portrayed in the *Villebois Village Master Plan*, which this regulation is intended to implement.

II. CITY OF WILSONVILLE LAND DEVELOPMENT ORDINANCE

SECTION 4.029 ZONING CONSISTENT WITH THE COMPREHENSIVE PLAN

If a development, other than a short-term temporary use, is proposed on a parcel or lot which is not zoned in accordance with the comprehensive plan, the applicant must receive approval of a zone change prior to, or concurrently with the approval of an application for a Planned Development.

Response: This zone change application is being requested concurrent with a PDP application and Tentative Plat for the site in conformance with the code. The PDP

application material is located in Section II of this Notebook and the Tentative Plat application material is in Section III.

SECTION 4.110 ZONING - ZONES

(.01) The following Base Zones are established by this Code:

- H. **Village, which shall be designated “V” [per Section 4.125 enabling amendments (File No. 02PC08)]**

Response: The subject property is within the city limits of Wilsonville. The area **has a City of Wilsonville Comprehensive Plan designation of “Residential - Village.”** The site is currently zoned Public Facilities. This request is for a zone change to **“Village,” which is permitted within the area designated “Residential - Village” on the Comprehensive Plan Map.**

SECTION 4.125 VILLAGE (V) ZONE

(.01) The Village (V) zone is applied to lands within the Residential Village Comprehensive Plan Map designation. The Village zone is the principal implementing tool for the Residential Village Comprehensive Plan designation. It is applied in accordance with the Villebois Village Master Plan and the Residential Village Comprehensive Plan designation as described in the Comprehensive Plan.

Response: The subject property lies within the area designated **“Residential - Village” on the Comprehensive Plan Map.** This request is for a zone change to **“V - Village.”**

(.02) Permitted Uses

Response: The proposed uses listed in the associated application for a Preliminary Development Plan (see Section II of this Notebook) are consistent with the land uses permitted under the Village zone. The PDP, located in Section II of this Notebook, states that the proposed development will create lots for single family residential Row Houses as well as tracts for common green spaces. These uses are permitted under the Village zone.

(.18) Village Zone Development Permit Process

- B. Unique Features and Processes of the Village (V) Zone
 - 2. **...Application for a zone change shall be made concurrently with an application for PDP approval...**

Response: The application for a zone change is being made concurrent with an application for PDP approval (see Section II of this Notebook).

SECTION 4.197 ZONE CHANGES AND AMENDMENTS TO THIS CODE - PROCEDURES.

(.02) In recommending approval or denial of a proposed zone map amendment, the Planning Commission or Development Review Board shall at a minimum, adopt findings addressing the following criteria:

- A. That the application before the Commission or Board was submitted in accordance with the procedures set forth in Section 4.008 or, in the case of a Planned Development, Section 4.140; and

Response: This application has been submitted in accordance with the procedures set forth in Section 4.140, which requires that:

- (A) *All parcels of land exceeding two (2) acres in size that are to be used for residential, commercial or industrial development, shall, prior to the issuance of building permit: 1. Be zoned for planned development; and*
- (B) *Zone change and amendment to the zoning map are governed by the applicable provisions of the Zoning Sections, inclusive of Section 4.197.*

This zone change application will establish the appropriate zone for this development and will be governed by the appropriate Zoning Sections.

- B. That the proposed amendment is consistent with the Comprehensive Plan map designation and substantially complies with the applicable goals, policies and objectives, set forth in the Comprehensive Plan Text; and

Response: Comprehensive Plan Implementation Measure 4.1.6.c. states, ***“the ‘Village’ Zone District shall be applied in all areas that carry the Residential-Village Plan Map Designation.”*** Since the “Village” zone must be applied to areas designated Residential Village on the Comprehensive Plan Map, its application to these areas is consistent with the Comprehensive Plan.

- C. In the event that the subject property, or any portion thereof, is **designated as “Residential” on the City’s Comprehensive Plan Map;** specific findings shall be made addressing substantial compliance **with Implementation Measure 4.1.4.b, d, e, q, and x of Wilsonville’s** Comprehensive Plan text; and

Response: As noted above, Comprehensive Plan Implementation Measure 4.1.6.c. states, ***“the ‘Village’ Zone District shall be applied in all areas that carry the Residential-Village Plan Map Designation.”*** Since the Village Zone must be applied to **areas designated “Residential Village” on the Comprehensive Plan Map** and is the only zone that may be applied to these areas, its application is consistent with the Comprehensive Plan.

- D. That the existing primary public facilities, i.e., roads and sidewalks, water, sewer and storm sewer are available and are of adequate size to serve the proposed development; or, that adequate facilities can be provided in conjunction with project development. The Planning Commission and Development Review Board shall utilize any and all means to insure that all primary facilities are available and are adequately sized; and

Response: The Preliminary Development Plan compliance report and the plan sheets demonstrate that the existing primary public facilities are available and can be provided in conjunction with the project. Section IIC of this Notebook includes

supporting utility and drainage reports. In addition, the applicant will fund the completion of a Traffic Impact Analysis, which is attached as Exhibit IID.

- E. That the proposed development does not have a significant adverse effect upon Significant Resource Overlay Zone areas, an identified natural hazard, or an identified geologic hazard. When Significant Resource Overlay Zone areas or natural hazard, and/ or geologic hazard are located on or about the proposed development, the Planning Commission or Development Review Board shall use appropriate measures to mitigate and significantly reduce conflicts between the development and identified hazard or Significant Resource Overlay Zone; and

Response: The subject site does not include any areas within a Significant Resource Overlay Zone.

- F. That the applicant is committed to a development schedule demonstrating that the development of the property is reasonably expected to commence within two (2) years of the initial approval of the zone change; and

Response: The applicant is committed to a schedule demonstrating that the development of the subject property is reasonably expected to commence within two (2) years of the initial approval of the zone change.

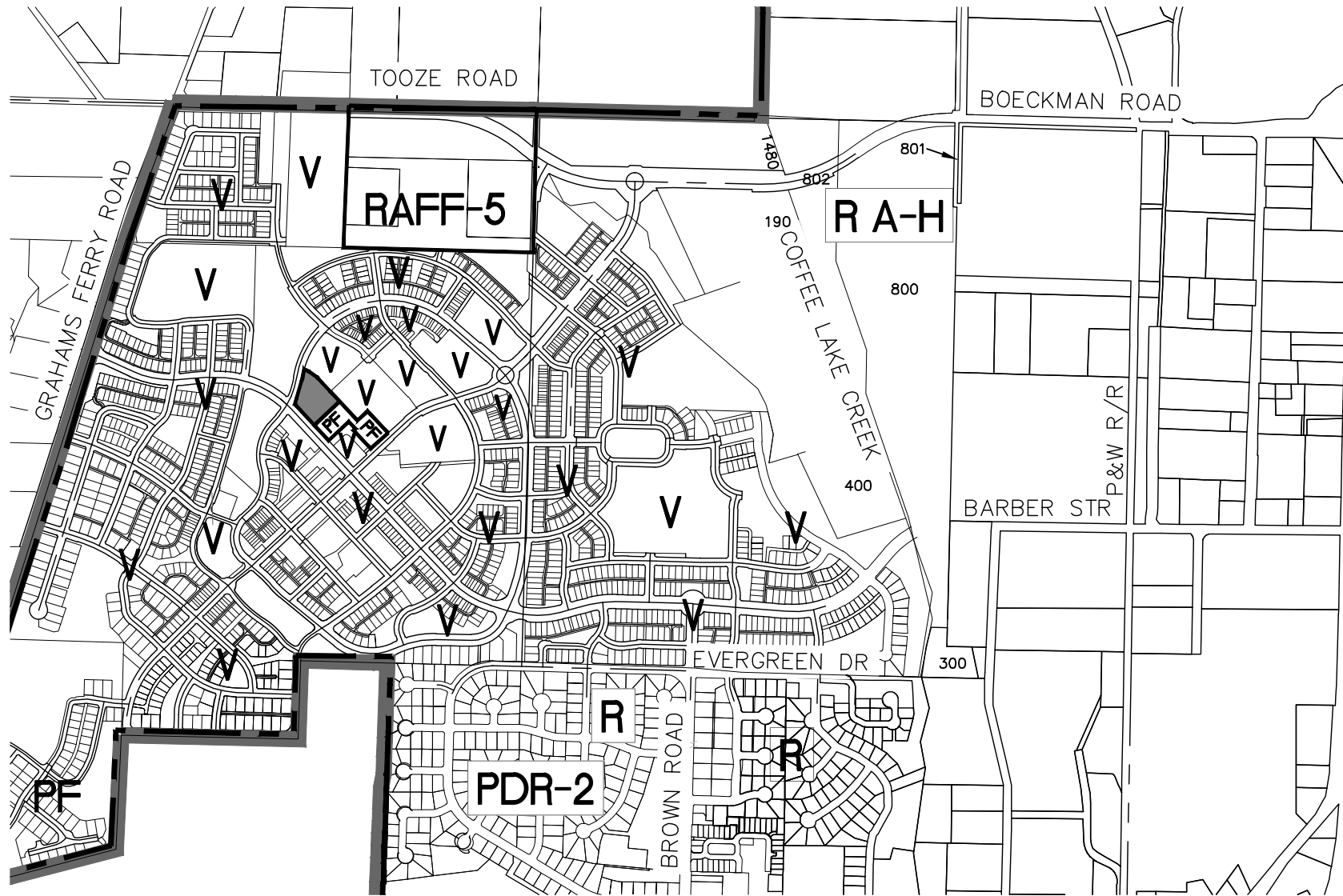
- G. That the proposed development and use(s) can be developed in compliance with the applicable development standards or appropriate conditions are attached to insure that the project development substantially conforms to the applicable development standards.

Response: The proposed development can be developed in compliance with the applicable development standards, as demonstrated by this report and the Preliminary Development Plan (Section II) and Tentative Plat (Section III) applications.

III. PROPOSAL SUMMARY & CONCLUSION


This Supporting Compliance Report demonstrates compliance with the applicable requirements of the City of Wilsonville Planning & Land Development Ordinance for the requested Zone Change. Therefore, the applicant requests approval of this application.


IVB) Zone Change Map



LEGEND

 SUBJECT AREA - PROPOSED VILLAGE (V) ZONE (1.29 AC)

 ZONE LINE

 EXISTING UGB

 EXISTING CITY BOUNDARY

 EXISTING ZONING DESIGNATION



1" = 1000'

PROPOSED ZONE MAP
AMENDMENT

IVC) Legal Description & Sketch

EXHIBIT A

Page 1 of 3



LEGAL DESCRIPTION

Zone Change

Lot 81

Map 351W15AC Tax Lot 3300

Lot 81, plat of "Villebois Village Center No. 3", Clackamas County Plat Records, in the Northwest Quarter of Section 15, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, State of Oregon, more particularly described as follows:

BEGINNING at the most southerly corner of said Lot 81;

thence along the northerly Right-of-Way line of SW Barber Street, North $42^{\circ}56'36''$ West, a distance of 177.25 feet to a point of tangential curvature;

thence continuing along said northerly Right-of-Way line, along a 688.00 foot radius tangential curve to the left, arc length of 7.69 feet, central angle of $00^{\circ}38'27''$, chord distance of 7.69 feet, and chord bearing of North $43^{\circ}15'50''$ West to an angle point;

thence continuing along said northerly Right-of-Way line, along a 10.00 foot radius non-tangential curve, concave easterly, with a radius point bearing North $46^{\circ}24'27''$ East, arc length of 12.18 feet, central angle of $69^{\circ}49'28''$, chord distance of 11.44 feet, and chord bearing of North $08^{\circ}40'49''$ West to an angle point;

thence along the easterly Right-of-Way line of SW Costa Circle West, along a 538.00 foot radius non-tangential curve, concave northwesterly, with a radius point bearing North $63^{\circ}46'34''$ West, arc length of 26.51 feet, central angle of $02^{\circ}49'24''$, chord distance of 26.51 feet, and chord bearing of North $24^{\circ}48'45''$ East to a point of reverse curvature;

thence continuing along said easterly Right-of-Way line, along a 538.00 foot radius compound curve to the left, arc length of 135.75 feet, central angle of $14^{\circ}27'26''$, chord distance of 135.39 feet, and chord bearing of North $16^{\circ}10'26''$ East to a point of reverse curvature;

thence continuing along said easterly Right-of-Way line, along a 562.00 foot radius reverse curve to the right, arc length of 66.48 feet, central angle of $06^{\circ}46'40''$, chord distance of 66.44 feet, and chord bearing of North $12^{\circ}20'03''$ East to the most northerly corner of said Lot 81;

thence along the northeasterly line of said Lot 81, South $63^{\circ}35'56''$ East, a distance of 33.64 feet to a point of tangential curvature;

thence continuing along said northeasterly line, along a 185.00 foot radius tangential curve to the right, arc length of 66.69 feet, central angle of $20^{\circ}39'19''$, chord distance of 66.33 feet, and chord bearing of South $53^{\circ}16'17''$ East to a point of tangency;

EXHIBIT A

Page 2 of 3



thence continuing along said northeasterly line, South 42°56'37" East, a distance of 215.01 feet to the most easterly corner of said Lot 81;

thence along the southeasterly line of said Lot 81, South 47°02'56" West, a distance of 225.50 feet to the POINT OF BEGINNING.

Property Vested in:

RCS - Villebois Development, LLC

Map 3S1W15AC Tax Lot 3300

REGISTERED
PROFESSIONAL
LAND SURVEYOR

A handwritten signature in blue ink, appearing to read "Travis C. Jansen", written over the surveyor's stamp.

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2017

EXHIBIT B

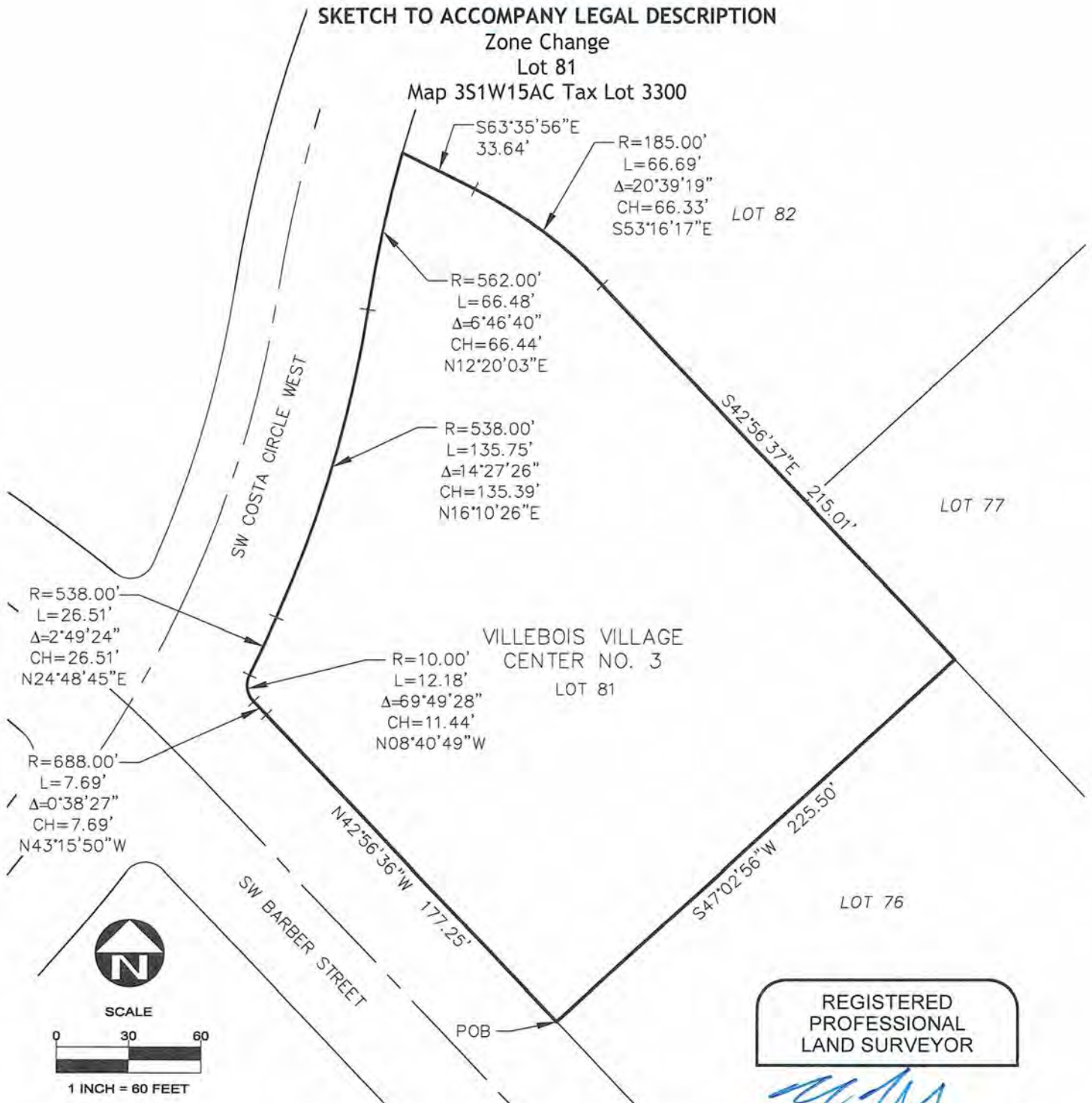


SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Zone Change

Lot 81

Map 3S1W15AC Tax Lot 3300



Property Vested in:

RCS - VILLEBOIS DEVELOPMENT, LLC

Map 3S1W15AC Tax Lot 3300

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2017

Section V) Tree Removal Plan

VA) Supporting Compliance Report

SUPPORTING COMPLIANCE REPORT
TYPE “C” TREE REMOVAL PLAN/PERMIT
PDP 11 - CENTRAL

SECTION V

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I. WILSONVILLE PLANNING AND LAND DEVELOPMENT ORDINANCE

SECTION 4.610.10. STANDARDS FOR TREE REMOVAL, RELOCATION OR REPLACEMENT

(.01) Except where an application is exempt, or where otherwise noted, the following standards shall govern the review of an application for a Type A, B, C or D Tree Removal Permit:

- A. Standard for the Significant Resource Overlay Zone. The standard for tree removal in the Significant Resource Overlay Zone shall be that removal or transplanting of any tree is not inconsistent with the purposes of this chapter.

Response: PDP 11 Central does not include areas within the Significant Resource Overlay Zone (SROZ).

- B. Preservation and Conservation. No development application shall be denied solely because trees grow on the site. Nevertheless, tree preservation and conservation as a principle shall be equal in concern and importance as other design principles.

Response: The design of this Preliminary Development Plan has taken into account the preservation of “Important” trees on site, as classified during the original Villebois and SAP Central planning. The *Tree Preservation Plan* in Section VC shows the existing trees to be retained and removed on site. There are no **trees rated as “Important”** on the site.

- C. Development Alternatives. Preservation and conservation of wooded areas and trees shall be given careful consideration when there are feasible and reasonable location alternatives and design options on-site for proposed buildings, structures or other site improvements.

Response: The preservation and conservation of trees on site was carefully considered during the planning for onsite improvements. The *Tree Preservation Plan*, shown in Section V, depicts the trees that are to be removed and likely to be removed during construction due to homes, site improvements, or due to tree condition.

- D. Land Clearing. Where the proposed activity requires land clearing, the clearing shall be limited to designated street rights-of-way and areas necessary for the construction of buildings, structures or other site improvements.

Response: The clearing of land will be limited to areas necessary for the construction of on site improvements. The subject site is located in the Village Center, where denser urban areas are planned, on a site that includes mostly Poor and Moderate rated trees. The majority of the site will be cleared for construction of streets, buildings, and parking and access areas. The *Grading and Erosion Control Plan* in Section IIB of the Notebook depicts the extent of grading activities proposed on the site.

- E. Residential Development. Where the proposed activity involves residential development, residential units shall, to the extent

reasonably feasible, be designed and constructed to blend into the natural setting of the landscape.

Response: The Village Center Architectural Standards (VCAS) was developed for the general design of residential structures within SAP - Central. These homes are designed to blend into the urban landscape of the Village Center as much as feasible. The design of homes within this phase of SAP - Central will be in accordance with the VCAS for SAP - Central. This is assured through review of compliance with the VCAS with the concurrent FDP application in Section VI.

- F. Compliance with Statutes and Ordinances. The proposed activity shall comply with all applicable statutes and ordinances.

Response: The development in PDP 11C will comply with all applicable statutes and ordinances.

- G. Relocation or Replacement. The proposed activity shall include necessary provisions for tree relocation or replacement, in accordance with WC 4.620.00, and the protection of those trees that are not removed, in accordance with WC 4.620.10.

Response: No relocation of trees is proposed. Tree replacement will occur in accordance with the necessary provisions from WC 4.620.00 and WC 4.620.10. As shown in the Tree Report prepared by Morgan Holen, certified arborist (see Section VB), the tree mitigation proposed with the planting of street trees and trees within landscape areas exceeds the required amount of mitigation.

- H. Limitation. Tree removal or transplanting shall be limited to instances where the applicant has provided completed information as required by this chapter and the reviewing authority determines that removal or transplanting is necessary based on the criteria of this subsection.

1. Necessary for Construction. Where the applicant has shown to the satisfaction of the reviewing authority that removal or transplanting is necessary for the construction of a building, structure or other site improvement and that there is no feasible and reasonable location alternative or design option on-site for a proposed building, structure or other site improvement; or a tree is located too close to an existing or proposed building or structures, or creates unsafe vision clearance.
2. Disease, Damage, or Nuisance, or Hazard. Where the tree is diseased, damaged, or in danger of falling, or presents a hazard as defined in WC 6.208, or is a nuisance as defined in WC 6.200 it seq., or creates unsafe vision clearance as defined in this code.
3. Interference. Where the tree interferes with the healthy growth of other trees, existing utility service or drainage, or utility work in a previously dedicated right-of-way, and it is not feasible to preserve the tree on site.

4. Other. Where the applicant shows that tree removal or transplanting is reasonable under the circumstances.

Response: Morgan Holen, certified arborist, has prepared a Tree Report for PDP 11 Central. This report can be seen in Section VB following this Supporting Compliance Report. This Tree Report calls out trees to be removed and retained within the PDP. The determination to remove trees was based upon an assessment of what trees were necessary to remove due to construction, the health of the tree, and whether or not they interfered with the health of other trees or utility work. A listing of all the trees to be removed is included in the attached Tree Report (see Section VB).

I. Additional Standards for Type C Permits.

1. Tree Survey. For all site development applications reviewed under the provisions of Chapter 4 Planning and Zoning, the developer shall provide a Tree Survey before site development as required by WC 4.610.40 , and provide a Tree Maintenance and Protection Plan, unless specifically exempted by the Planning Director or DRB, prior to initiating site development.

Response: The *Tree Preservation Plan* (see Section V) along with the tree report (see Section VB) provide a tree survey with the location, species and health of each tree in the PDP area.

2. Platted Subdivisions. The recording of a final subdivision plat whose preliminary plat has been reviewed and approved after the effective date of Ordinance 464 by the City and that conforms with this subchapter shall include a Tree Survey and Maintenance and Protection Plan, as required by this subchapter, along with all other conditions of approval.

Response: The final subdivision plat (see Section IIIB) will include this information, as necessary.

3. Utilities. The City Engineer shall cause utilities to be located and placed wherever reasonably possible to avoid adverse environmental consequences given the circumstances of existing locations, costs of placement and extensions, the public welfare, terrain, and preservation of natural resources. Mitigation and/or replacement of any removed trees shall be in accordance with the standards of this subchapter.

Response: The *Composite Utility Plans* for the site have been designed to minimize the impact upon the environment to the extent feasible given existing conditions. These plans can be seen in Section IIB of this Notebook. Any trees to be removed due to the placement of utilities will be replaced and/or mitigated in accordance with the provisions in this subchapter.

- J. Exemption. Type D permit applications shall be exempt from review under standards D, E, H and I of this subsection.

Response: This application requests a Type C Tree Removal Permit, therefore this standard is not applicable.

SECTION 4.610.40. TYPE C PERMIT

(.01) Approval to remove any trees on property as part of a site development application may be granted in a Type C permit. A Type C permit application shall be reviewed by the standards of the subchapter and all applicable review criteria of Chapter 4. Application of the standards of this section shall not result in a reduction of square footage or loss of density, but may require an applicant to modify plans to allow for buildings of greater height. If an applicant proposes to remove trees and submits a landscaping plan as part of a site development application, an application for a Tree Removal Permit shall be included. The Tree Removal Permit application will be reviewed in the Stage II development review process, and any changes made that affect trees after Stage II review of a development application shall be subject to review by DRB. Where mitigation is required for tree removal, such mitigation may be considered as part of the landscaping requirements as set forth in this Chapter. Tree removal shall not commence until approval of the required Stage II application and the expiration of the appeal period following that decision. If a decision approving a Type C permit is appealed, no trees shall be removed until the appeal has been settled.

Response: This application includes a request for approval of a Type “C” Tree Removal Plan for approval by the Development Review Board so that a Tree Removal Permit may be issued. Proposed tree removal is identified on The *Tree Preservation Plan* included in Section V of this Notebook.

(.02) The applicant must provide ten copies of a Tree Maintenance and Protection Plan completed by an arborist that contains the following information:

- A. A plan, including a topographical survey bearing the stamp and signature of a qualified, registered professional containing all the following information:
1. Property Dimensions. The shape and dimensions of the property, and the location of any existing and proposed structure or improvement.
 2. Tree Survey. The survey must include:
 - a) An accurate drawing of the site based on accurate survey techniques at a minimum scale of one inch **(1”) equals one hundred feet (100’)** and which provides a) the location of all trees having six inches **(6”) or greater d.b.h. likely to be impacted,** b) the spread of canopy of those trees, c) the common and botanical name of those trees, and d) the

- approximate location and name of any other trees on the property.
- b) A description of the health and condition of all trees likely to be impacted on the site property. In addition, for trees in a present or proposed public street or road right-of-way that are described as unhealthy, the description shall include recommended actions to restore such trees to full health. Trees proposed to remain, to be transplanted or to be removed shall be so designated. All trees to remain on the site are to be designated with metal tags that are to remain in place throughout the development. Those tags shall be numbered, with the numbers keyed to the tree survey map that is provided with the application.
 - c) Where a stand of twenty (20) or more contiguous trees exist on a site and the applicant does not propose to remove any of those trees, the required tree survey may be simplified to accurately show only the perimeter area of that stand of trees, including its drip line. Only those trees on the perimeter of the stand **shall be tagged, as provided in “b”, above.**
 - d) All Oregon white oaks, native yews, and any species listed by either the state or federal government as rare or endangered shall be shown in the tree survey.
- 3. Tree Protection. A statement describing how trees intended to remain will be protected during development, and where protective barriers are necessary, that they will be erected before work starts. Barriers shall be sufficiently substantial to withstand nearby construction activities. Plastic tape or **similar forms of markers do not constitute “barriers”.**
 - 4. Easements and Setbacks. Location and dimension of existing and proposed easements, as well as all setback required by existing zoning requirements.
 - 5. Grade Changes. Designation of grade proposed for the property that may impact trees.
 - 6. Cost of Replacement. A cost estimate for the proposed tree replacement program with a detailed explanation including the number, size, and species.
 - 7. Tree Identification. A statement that all trees being retained will be identified by numbered metal tags, as **specified in subsection “A,” above in addition to clear** identification on construction documents.

Response: The attached plan sheets (see the *Tree Preservation Plan*) located in Section V) identify the proposed tree removal. The *Tree Preservation Plans* provide information required by Section 4.610.40(.02). Morgan Holen, certified arborist, has also prepared a Tree Report (see Section VB) that provides information required by Section 4.610.40(.02).

SECTION 4.620.00. TREE RELOCATION, MITIGATION, OR REPLACEMENT

- (.01) Requirement Established. A Type B or C Tree Removal Permit grantee shall replace or relocate each removed tree having six (6) inches or greater d.b.h. within one year of removal.

Response: No relocation of trees is proposed. Tree replacement will occur in accordance with the necessary provisions from WC 4.620.00 and WC 4.620.10. As shown in the Tree Report prepared by Morgan Holen, certified arborist (see Section VB), the tree mitigation proposed with the planting of street trees and trees within park areas exceeds the required amount of mitigation.

- (.02) Basis For Determining Replacement. The permit grantee shall replace removed trees on a basis of one (1) tree replaced for each tree removed. **All replacement trees must measure two inches (2") or more in diameter.** Alternatively, the Planning Director or Development Review board may require the permit grantee to replace removed trees on a per caliper inch basis, based on a finding that the large size of the trees being removed justifies an increase in the replacement trees required. Except, however, that the Planning Director or Development Review Board may allow the use of replacement Oregon white oaks and other uniquely valuable trees with a smaller diameter.

Response: Trees to be removed will be replaced in accordance with this criterion. The attached Tree Report (see Section VB) prepared by Morgan Holen, certified arborist, includes mitigation analysis for planting replacement trees.

- (.03) Replacement Tree Requirements. A mitigation or replacement tree plan shall be reviewed by the City prior to planting and according to the standards of this subsection.
- A. Replacement trees shall have shade potential or other characteristics comparable to the removed trees, shall be appropriately chosen for the site from an approved tree species list supplied by the City, and shall be state Department of Agriculture nursery Grade No. 1 or better.
 - B. Replacement trees must be staked, fertilized and mulched, and **shall be guaranteed by the permit grantee or the grantee's successors-in-interest** for two (2) years after the planting date.
 - C. **A "guaranteed" tree that dies or becomes diseased during that time shall be replaced.**
 - D. Diversity of tree species shall be encouraged where trees will be replaced, and diversity of species shall also be maintained where essential to preserving a wooded area or habitat.

Response: The attached Tree Report (see Section VB) prepared by Morgan Holen, certified arborist, includes mitigation analysis for planting replacement trees.

(.04) All trees to be planted shall consist of nursery stock that meets requirements of the American Association of Nurserymen (AAN) American Standards for Nursery Stock (ANSI Z60.1) for top grade.

Response: All trees to be planted will meet the requirements as stated in this criterion.

(.05) Replacement Tree Location.

- A. City Review Required. The City shall review tree relocation or replacement plans in order to provide optimum enhancement, preservation, and protection of wooded areas. To the extent feasible and desirable, trees shall be relocated or replaced on-site and within the same general area as trees removed
- B. Relocation or Replacement Off-Site. When it is not feasible or desirable to relocate or replace trees on-site, relocation or replacement may be made at another location - approved by the city.

Response: Trees will be replaced within the same general area as the trees removed. The attached Tree Report (see Section VB) prepared by Morgan Holen, certified arborist, includes a mitigation analysis for planting replacement trees.

(.06) City Tree Fund. Where it is not feasible to relocate or replace trees on site or at another approved location in the City, the Tree Removal Permit grantee shall pay into the City Tree Fund, which fund is hereby created, an amount of money approximately the value as defined by this subchapter, of the replacement trees that would otherwise be required by this subchapter. The City shall use the City Tree Fund for the purpose of producing, maintaining and preserving wooded areas and heritage trees, and for planting trees within the City.

Response: All trees removed will be replaced within PDP 11C. The attached Tree Report (see Section VB) prepared by Morgan Holen, certified arborist, includes a mitigation analysis for planting replacement trees.

(.07) Exception. Tree replacement may not be required for applicants in circumstances where the Director determines that there is good cause to not so require. Good cause shall be based on a consideration of preservation of natural resources, including preservation of mature trees and diversity of ages of trees. Other criteria shall include consideration of terrain, difficulty of replacement and impact on adjacent property.

Response: No exception to the tree replacement requirements is requested with this application.

SECTION 4.620.10. TREE PROTECTION DURING CONSTRUCTION

- (.01) Where tree protection is required by a condition of development under Chapter 4 or by a Tree Maintenance and Protection Plan approved under this subchapter, the following standards apply:
- A. All trees required to be protected must be clearly labeled as such.
 - B. Placing Construction Materials Near Tree. No person may conduct any construction activity likely to be injurious to a tree designated to remain, including, but not limited to, placing solvents, building material, construction equipment, or depositing soil, or placing irrigated landscaping, within the drip line, unless a plan for such construction activity has been approved by the Planning Director or Development Review Board based upon the recommendations of an arborist.
 - C. Attachments to Trees During Construction. Notwithstanding the requirement of WC 4.620.10(1)(A), no person shall attach any device or wire to any protected tree unless needed for tree protection.
 - D. Protective Barrier. Before development, land clearing, filling or any land alteration for which a Tree Removal Permit is required, the developer shall erect and maintain suitable barriers as identified by an arborist to protect remaining trees. Protective barriers shall remain in place until the City authorizes their removal or issues a final certificate of occupancy, whichever occurs first. Barriers shall be sufficiently substantial to withstand nearby construction activities. Plastic Tape or similar forms of **markers do not constitute “barriers”**. The most appropriate and protective barrier shall be utilized. Barriers are required for all trees designated to remain, except in the following cases.
 - 1. Rights-of-ways and Easements.
 - 2. Any property area separate from the construction or land clearing area onto which no equipment may venture.

Response: Trees to be retained will be protected to the greatest extent possible during construction. Additional details about tree protection during construction will be provided with the construction drawings.

SECTION 4.620.20. MAINTENANCE AND PROTECTION STANDARDS

- (.01) The following standards apply to all activities affecting trees, including, but not limited to, tree protection as required by a condition of approval on a site development application brought under this chapter or as required by an approved Tree Maintenance and Protection Plan.
- A. Pruning activities shall be guided by the most recent version of the ANSI 300 Standards for Tree, Shrub and Other Woody Plant Maintenance.
 - B. Topping is prohibited

1. Exception from this section may be granted under a Tree Removal Permit if necessary for utility work or public safety.

Response: All pruning activities will comply with ANSI 300 standards. Additional details about the pruning activities proposed for trees during construction will be further addressed in the construction drawings. Any topping necessary will be applied for with the Tree Removal Permit.

SECTION 4.640.00. APPLICATION REVIEW PROCEDURES

(.03) Reviewing Authority

- B. Type C. Where the site is proposed for development necessitating site plan review or plat approval by the Development Review Board, the Development Review Board shall be responsible for granting or denying the application for a Tree Removal Permit, and that decision may be subject to affirmance, reversal or modification by the City Council, if subsequently reviewed by the Council.

Response: This application includes a *Tree Preservation Plan*, located in Section V for review by the Development Review Board. The applicant is requesting that the Development Review Board approve this plan so that a Tree Removal Permit may be issued.

II. CONCLUSION

This Supporting Compliance Report demonstrates compliance with the applicable criteria of the City of Wilsonville Land Development Ordinance for the requested **review of the Type “C” Tree Removal Plan and Permit**. **Therefore**, the applicant respectfully requests approval of this application.

VB) Tree Report

**Villebois PDP-11C – Wilsonville, Oregon
Tree Maintenance and Protection Plan
June 28, 2016**

MHA16055

Purpose

This Tree Maintenance and Protection Plan for the Villebois PDP-11C project located in Wilsonville, Oregon, is provided pursuant to City of Wilsonville Development Code, Section 4.610.40. This arborist report describes the existing trees located on the project site, as well as recommendations for tree removal and mitigation. This report is based on observations made by International Society of Arboriculture (ISA) Board Certified Master Arborist and Qualified Tree Risk Assessor Morgan Holen (PN-6145B) during a site visit conducted on June 28, 2016.

Scope of Work and Limitations

Morgan Holen & Associates, LLC, was contracted by Costa Pacific Communities to visually assess existing trees measuring six inches in diameter and larger in terms of general condition and suitability for preservation with development, and to develop a tree maintenance and protection plan for the project. The site is planned for residential development. A site plan was provided by Pacific Community Design illustrating the location of trees and tree survey point numbers, and potential construction impacts.

Visual Tree Assessment (VTA¹) was performed on individual trees located across the site. Trees were evaluated in terms species, size, general condition, and potential construction impacts, and treatment recommendations include retain or remove. Following the inventory fieldwork, we coordinated with Pacific Community Design to discuss and finalize treatment recommendations based on the proposed site plan and grading.

The client may choose to accept or disregard the recommendations contained herein, or seek additional advice. Neither this author nor Morgan Holen & Associates, LLC, have assumed any responsibility for liability associated with the trees on or adjacent to this site.

General Description

The Villebois PDP-11C project site is located east of the intersection between SW Barber Street and SW Costa Circle West in Wilsonville. The existing site is undeveloped.

In all, eight trees measuring 6-inches and larger in diameter were inventoried including four invasive European white birches (*Betula pendula*), three lindens (*Tilia* spp.), and one western sycamore (*Platanus racemosa*). A complete description of individual trees is provided in the enclosed tree data.

Tree Plan Recommendations

As described in the enclosed tree data, individual trees were assigned a general condition rating as defined by the Villebois Specific Area Plan Community Elements Book:

P: Poor Condition

M: Moderate Condition

¹ Visual Tree Assessment (VTA): The standard process of visual tree inspection whereby the inspector visually assesses the tree from a distance and up close, looking for defect symptoms and evaluating overall condition and vitality.

G: Good Condition

I: Important Condition

All four European white birches are classified in poor condition; one is completely dead and windsnapped with an approximate six foot snag remaining, one is suppressed and mostly dead, and the other two have progressive dieback. All three lindens are also classified in poor condition, including two dead trees and one with extensive dieback. The western sycamore is classified in moderate condition with branch dieback and reduced vigor; we suspect that this tree is infected with sycamore anthracnose, a fungal disease. All eight trees are planned for removal for construction, including a new street and buildings.

Table 1 provides a summary of the count of trees by general condition rating and treatment recommendation.

Table 1. Count of Trees by Treatment Recommendation and General Condition Rating.

Treatment Recommendation	General Condition		Total
	P	M	
Remove	7	1	8 (100%)
Total	7 (88%)	1 (12%)	8 (100%)

Mitigation Requirements

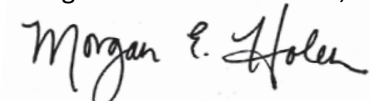
All 8 inventoried trees are 6-inches or larger in diameter and planned for removal. Removal of these eight trees requires mitigation per Section 4.620.00; removed trees shall be replaced on a basis of one tree planted for each tree removed. Therefore, eight trees measuring at least 2-inch in diameter shall be planted as mitigation for tree removal.

Tree Protection Standards

Trees protection measures are not recommended because none of the inventoried trees are planned for retention.

Thank you for choosing Morgan Holen & Associates, LLC, to provide consulting arborist services for the Villebois PDP-11C project. Please contact us if you have questions or need any additional information.

Thank you,
Morgan Holen & Associates, LLC



Morgan E. Holen, Owner
ISA Board Certified Master Arborist, PN-6145B
ISA Tree Risk Assessment Qualified
Forest Biologist

Enclosures: Villebois PDP 11C – Tree Data 6-28-16

Tree No.	Common Name	Species Name	DBH*	C-Rad^	Cond [#]	Condition & Comments	Treatment
497	linden	<i>Tilia spp.</i>	15	0	P	dead	remove
498	linden	<i>Tilia spp.</i>	18	12	P	extensive dieback	remove
499	linden	<i>Tilia spp.</i>	15	0	P	dead	remove
502	western sycamore	<i>Platanus racemosa</i>	10	12	M	branch dieback, suspect anthracnose; visual assessment limited by invasive vegetation surrounding trunk	remove
503	European birch	<i>Betula pendula</i>	12	18	P	invasive species, crown decay, branch dieback	remove
504	European birch	<i>Betula pendula</i>	6	6	P	invasive species, broken top, suppressed, mostly dead	remove
505	European birch	<i>Betula pendula</i>	17	22	P	invasive species, top dieback, dead and broken branches	remove
506	European birch	<i>Betula pendula</i>	13	0	P	dead, windsnapped, 6' snag remains	remove

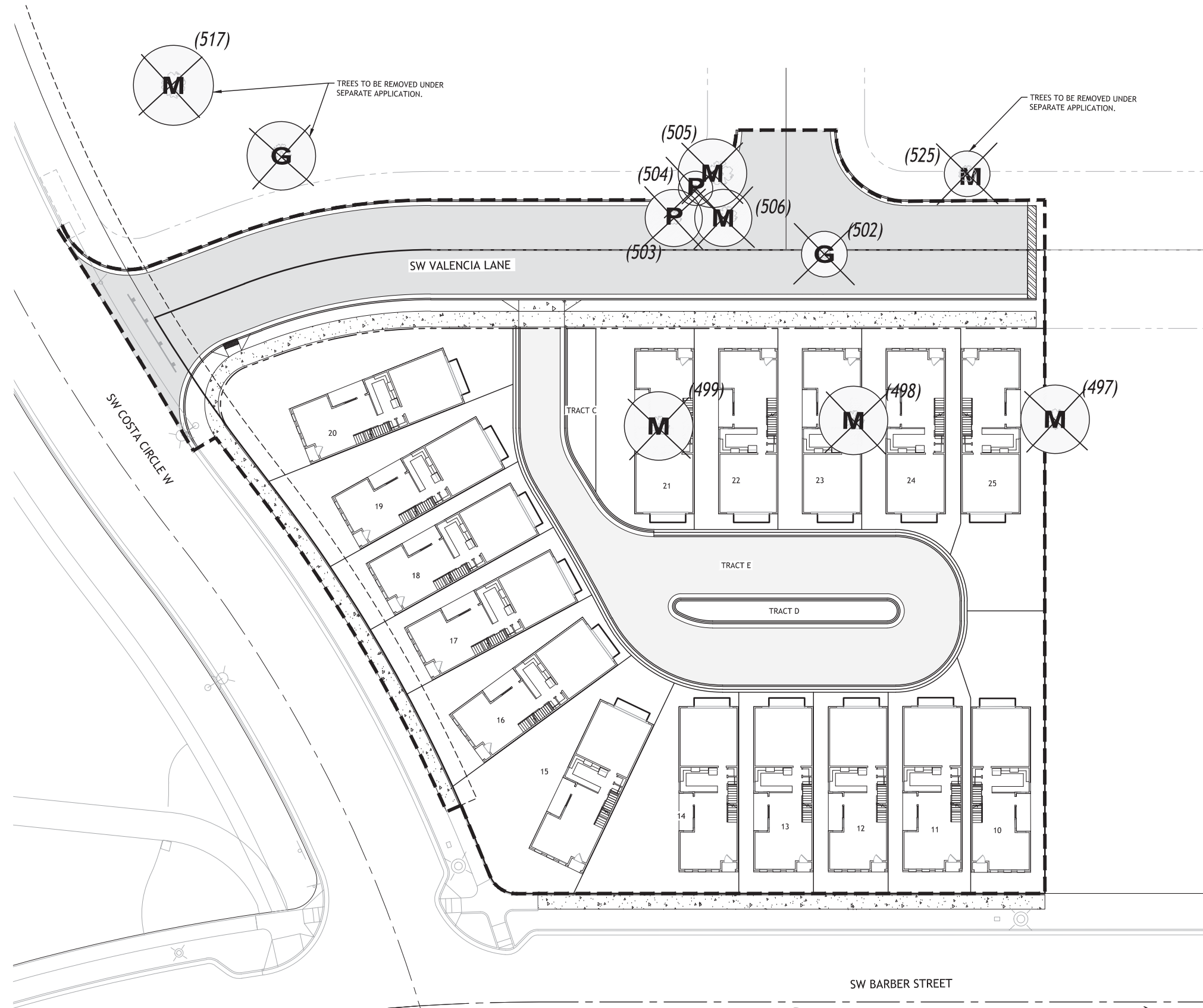
*DBH: Diameter at Breast Height (measured 4.5-feet above ground level in inches).

^C-Rad: Crown Radius, the distance from the center of the tree to the edge of the dripline (measured in feet).

[#]Condition Rating: I-Important; G-Good; M-Moderate; P-Poor.

VC) Tree Preservation Plan

N:\proj\398-061\09 Drawings\03 Planning Sheets - Planning Submittal\PDp-11C\398061 PDP11C (9)TREPRES.dwg - SHEET: TREE PRES Aug 05, 2016 - 4:11pm brian



LEGEND:

I	IMPORTANT
G	GOOD
M	MODERATE
P	POOR
NE	NOT EXAMINED
	EXISTING TREES TO REMAIN
	EXISTING TREES LIKELY TO BE REMOVED
	EXISTING TREES TO BE REMOVED
	TREE PROTECTION FENCING
	GRADING LIMITS

NOTES

ALL CONSTRUCTION AND GRADING WITHIN TREE PROTECTION ZONE IS TO BE COMPLETED UNDER DIRECT SUPERVISION OF PROJECT ARBORIST. CONTACT: MORGAN HOLAN PHONE: 503-646-4349

THE INTENT OF THE PLAN IS TO RETAIN AND INCORPORATE THE MAXIMUM QUANTITY OF TREES WITH IMPORTANT, GOOD, AND MODERATE CLASSIFICATIONS. THE FOLLOWING CLASSIFICATION SYSTEM WAS USED:

CLASSIFICATION METHOD:
TREES WERE RATED BASED ON THE FOLLOWING CONSIDERATIONS:

1. HEALTH
2. SPECIES (NATIVES WITH HABITAT AND ECOSYSTEM VALUE)
3. COMPATIBILITY WITH DEVELOPMENT
4. FORM / VISUAL INTEREST / MATURE SIZE

TREES RANKED AS IMPORTANT WERE RATED HIGH IN ALL FOUR AREAS.

TREES IN THE GOOD CATEGORY HAD GOOD HEALTH AND WERE A DESIRABLE SPECIES, BUT HAD IRREGULAR FORM OR LESS COMPATIBILITY WITH DEVELOPMENT.

TREES IN THE MODERATE CATEGORY HAD GOOD TO MODERATE HEALTH AND FORM, BUT WERE A LESS DESIRABLE SPECIES OR MAY BE LESS COMPATIBLE WITH DEVELOPMENT.

TREES IN THE POOR CATEGORY HAD POOR HEALTH AND/OR SUBSTANTIAL DAMAGE.

NOTES:

1. THE INFORMATION PROVIDED WITHIN THE PROJECT BOUNDARY IS BASED ON AN ON-SITE EVALUATION OF THE EXISTING TREES BY ARBORIST MORGAN HOLAN AND WAS PROVIDED IN A TREE REPORT INCLUDED WITH THE APPLICATION MATERIALS.



SCALE
20 0 10 20
1 INCH = 20 FEET



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

BERKSHIRE
NO. 2
PDP- 11C

TREE PRESERVATION PLAN

PROJECT NO.:	398-061
TYPE:	PLANNING
REVIEWED BY:	PRE

9

Section VI) Final Development Plan

VIA) Supporting Compliance Report

SUPPORTING COMPLIANCE REPORT
FINAL DEVELOPMENT PLAN 11 - CENTRAL

SECTION VIA

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I. WILSONVILLE PLANNING & LAND DEVELOPMENT ORDINANCE

SECTION 4.125. VILLAGE (V) ZONE

(.02) Permitted Uses

Examples of principle uses that typically permitted:

D. Row Houses

H. Non-commercial parks, plazas, playgrounds, recreational facilities, community buildings and grounds, tennis courts, and other similar recreational and community uses owned and operated either publicly or by an owners association.

Table V-1 Development Standards

Building Type	Min. Lot Size (sq.ft.)	Min. Lot Width (ft.)	Min. Lot Depth (ft.)	Max. Lot Coverage (note)	Min. Frontage Width ^{18,12} (%)	Max. Bldg. Height (ft.)	Front Min. (ft.)	Setbacks ^{18,13,20} Front Max. (ft.)	Rear Min. (ft.)	Side Min. (ft.)	Alley-Loaded Garage (note)	Street-Loaded Garage (note)
Commercial Buildings - Village Center ¹⁴	NR	NR	NR	¹	90	60	NR ³	5	NR	NR	NR	NA
Hotels - Village Center ¹⁴	NR	NR	NR	¹	80	60	NR ³	15	NR	NR	NR	NA
Mixed Use Buildings - Village Center ¹⁴	NR	NR	NR	¹	90	60	NR ³	8	NR	NR	NR	NA
Multi-Family Dwellings - Village Center ¹⁴	NR	NR	NR	¹	80	45	5 ⁴	15	NR	NR	NR	NA
Row Houses ¹¹ - Village Center ¹⁴	NR	NR	NR	¹	80	45	5 ⁴	10	NR	NR	NR	NA
Commercial Buildings	NR	NR	NR	¹	60	45	NR	15	NR	NR	NR	NA
Mixed Use Buildings	NR	NR	NR	¹	60	45	NR	15	NR	NR	NR	NA
Multi-Family Dwellings	NR	NR	NR	¹	60	45	8 ⁴	15	NR	NR	NR	NA
Row Houses ¹¹	NR	15	50	¹	80	45	8 ⁵	15	NR	NR	NR	NA
Duplexes	4,000	45	70	²	60 ¹⁶	35	12 ^{5,6}	20 ⁶	5	5 ¹⁵	7	8,17,18
Single-Family Dwellings	2,250	35	50	²	60 ¹⁶	35	12 ^{5,6}	20 ⁶	5	5 ¹⁵	7	8,17

Notes: NR = No Requirement
 NA = Not Allowed
 1 Lot < 8000sf: NR; Lot > 8000sf: 80% (Max. Lot Coverage)
 2 Small lots: 75%, Medium Lots: 65%, Standard and Large Lots: 55%, Estate Lots: 45% Maximum Lot Coverage
 On lots where detached accessory buildings are built, maximum lot coverage may be increased by 10%.
 3 Bay windows, balconies, and other structural building projections above 8 ft. may encroach up to 5 ft. into the Public Way; canopies, awnings, and other non-structural projections may encroach up to 8 ft. into the Public Way.
 4 Porches, stairs, stoops, decks, canopies, balconies, bay windows, chimneys, awnings, and other building projections may encroach up to the Public Way.
 5 Porches, stoops, decks, canopies, balconies, bay windows, chimneys, awnings, and other building projections may encroach to within 8 ft. of the Public Way. Stairs may encroach to the Public Way.
 6 For Standard, or Large Lots on Collector Avenues, front setbacks are 20 ft. min., (13' setback to porch), side street setbacks are 15' (8' setback to porch). Pie-shaped lots or lots with significant trees or grade banks at frontage have no maximum front setback.
 7 The garage setback from alley shall be between 3 and 5 foot or, when as optional parking space is located between the garage and the alley, shall be 16 ft. minimum. Lots with important trees, as identified in the Master Plan, or grade differences at the alley, affecting garage location shall be exempt from this requirement.
 8 Street-loaded garages shall be a minimum 20 ft. front setback to face of garage, and located a minimum of 5 ft. behind main façade of the associated dwelling unit.
 9 Vertical encroachments are allowed up to ten additional feet, for up to 10% of the building footprint; vertical encroachments shall not be habitable space.
 10 For Village Center buildings with lots fronting two or more streets, at least two facades shall be subject to the minimum frontage width and front setback requirements.
 11 Row Houses are typically attached, but may be detached within the Village Center Boundary. When attached, no more than ten units shall be contiguous along a street edge. When row houses are detached, the Minimum Frontage Width is 65%. The Minimum Frontage Width for detached row houses may be less than 65% on corner lots or to accommodate the curve radius of street frontage, public utility easements, important trees, grade differences, public open space requirements, or as otherwise approved by the DRB.
 12 See Definitions, 4.125.01, for measurement of Minimum Frontage Width.
 13 Front Setback is measured as the offset of the front lot line or a vehicular or pedestrian access easement line. On lots with alleys, Rear Setback shall be measured from the rear lot line abutting the alley.
 14 See Figure 2A - Village Center Boundary & Land Use Plan in the Villebois Village Master Plan for areas included within the Village Center.
 15 On Estate Lots and Large Lots with frontage 70 ft. or wider, the minimum combined side yard setbacks shall total 15 ft. with a minimum of 5 ft. On Small and Medium Lots, minimum side setback shall be 0 ft. or as required by Building Code.
 16 For cluster housing with lots arranged on a courtyard, frontage shall be measured at the front door face of the building adjacent to a public right of way or a public pedestrian access easement linking the courtyard with the Public Way.
 17 Dwellings on lots without alley access shall be at least 36 feet wide.
 18 Duplexes with front-loaded garages are limited to one shared standard-sized driveway/apron.
 19 Maximum setbacks may be increased as necessary to accommodate deeper porches, building code, public utility easements or public open space requirements.
 20 Lots are categorized as small, medium, standard, large or estate as shown in the Pattern Book.

Response: The *Tentative Plat* (see Section IIIB in this Notebook) depicts proposed lot sizes and dimensions. All of the lots meet applicable requirements, as addressed below. The proposed lots will be developed with single family detached row houses. Table V-1 does not indicate a minimum lot size, width or depth for Row Houses in the Village Center. The proposed PDP 11C does not have any lots >8,000 sf, so no maximum lot coverage applies. Row Houses comply with the minimum frontage width standard. Rowhomes comply with the applicable setback and height requirements.

(.07) General Regulations - Off-Street Parking, Loading & Bicycle Parking

Response: The proposed row homes within PDP 11C include off-street parking in attached garages and some driveways. As shown on the parking plan (Section IIB),

there are 38 spaces for off-street parking, which is more than the minimum required 16 spaces. The proposed area also includes pathways for pedestrians and bicycle travel. Further parking standards, including bicycle parking, are addressed in the PDP Compliance Report of this application (see Section IIA).

(.08) Open Space.

Response: The Parks *Master Plan* for Villebois states that there are 57.87 acres of parks and 101.46 acres of open space for a total of 159.33 acres within Villebois, approximately 33%. SAP Central includes parks and open space areas consistent with *Master Plan*. Phase 11 proposes the addition of linear greens.

(.09) Street and Access Improvement Standards.

Response: The Supporting Compliance Report for the PDP demonstrates that streets and access improvement standards are met (See Section IIA). Proposed landscaping is sited to meet vision clearance standards (see Exhibit VIB).

(.10) Sidewalk and Pathway Improvement Standards.

Response: All sidewalks and pathways within SAP Central will be constructed in accordance with the standards of Section 4.154 (updated replacement of Section 4.178) and the *Villebois Village Master Plan*. Sidewalks and pathways are shown in the street cross-sections on the *Circulation Plan* (see Section IIB of this notebook).

(.11) Landscaping, Screening and Buffering

- A. Except as noted below, the provisions of Section 4.176 shall apply in the Village zone:
 - 1. Streets in the Village zone shall be developed with street trees as described in the Community Elements Book.

Response: The applicable provisions of Section 4.176 are addressed in the subsequent sections of this report. The PDP provides information regarding street trees for the proposed streets (See Section IIB). This FDP application reflects the provision of street trees consistent with that shown in the PDP application.

(.12) Master Signage and Wayfinding

Response: The SAP Central Signage & Wayfinding Plan does not indicate an identifier within the subject property.

(.14) Design Standards Applying to the Village Zone

- A. The following design standards implement the Design Principles found in (.13), above, and enumerate the architectural details and design requirements applicable to buildings and other features within the Village (V) zone. The Design Standards are based primarily on the features, types, and details of the residential traditions in the Northwest, but are not intended to mandate a particular style or fashion. All development within the Village zone shall incorporate the following:

2. Building and site design shall include:
 - b. Materials, colors and architectural details executed in a manner consistent with the methods included in an approved Architectural Pattern Book, Community Elements Book or approved Village Center Design.

Response: The materials proposed for the buildings, architecture, and streetscapes of the subject PDP are consistent with the approved *Community Elements Book* and VCAS as shown in the FDP Approval Criteria section of this report. The *Pattern Book* is not applicable to the subject site.

- f. The protection of existing significant trees as identified in an approved Community Elements Book.

Response: **There are no “Important” trees within the proposed development as shown on the attached Tree Preservation Plan (See Section VC).**

- g. A landscape plan in compliance with Sections 4.125(.07) and (.11), above.

Response: A detailed landscape plan is provided with this FDP application in accordance with the requirements of Section 4.125 (.07) and (.11), 4.176(.09), and 4.440(.01)B (see attached plans in Exhibit VIB).

3. Lighting and site furnishings shall be in compliance with the approved Community Elements Book.

Response: Lighting as identified in the approved *Community Elements Book* for SAP - Central is addressed in the FDP Approval Criteria section of this report. No site furnishings are proposed.

(.18) Village Zone Development Permit Process

- L. Final Development Plan Approval Procedures (Equivalent to Site Design Review):
 1. Unless an extension has been granted by the Development Review Board as enabled by Section 4.023, within two (2) years after the approval of a PDP, an application for approval of a FDP shall:
 - a. Be filed with the City Planning Division for the entire FDP, or when submission of the PDP in phases has been authorized by the development Review Board, for a phase in the approved sequence.
 - b. Be made by the owner of all affected property or the **owner’s authorized agent.**
 - c. Be filed on a form prescribed by the City Planning Division and filed with said division and accompanied by such fee as the City Council may prescribe by resolution.

- d. Set forth the professional coordinator and professional design team for the project.

Response: This application has been made by the owner and applicant of the affected property and has been filed on the prescribed form and accompanied by the prescribed fee (copies of the application form and fee payment are included in Sections IB and IC, respectively, of this Notebook). The professional coordinator and professional design team for the project are listed in the Introductory Narrative (see Section IA of this Notebook).

M. FDP Application Submittal Requirements:

1. An application for approval of a FDP shall be subject to the provisions of Section 4.034.

Response: Section 4.034(.08), **states that “Applications for development approvals within the Village zone shall be reviewed in accordance with the standards and procedures set forth in Section 4.125.”** The proposed FDP is reviewed in accordance with the standards and procedures set forth in Section 4.125, as demonstrated by this report.

N. FDP Approval Procedures

1. An application for approval of a FDP shall be subject to the provisions of Section 4.421.

Response: The provisions of Section 4.421 are addressed in the following sections of this report.

O. FDP Refinements to an Approved Preliminary Development Plan

Response: This FDP is submitted for review and approval concurrent with the PDP. Thus, the FDP is consistent with the PDP and does not propose any refinements or amendments to the PDP.

P. FDP Approval Criteria

1. An application for approval of a FDP shall be subject to the provisions of Section 4.421.

Response: The provisions of Section 4.421 are addressed in the following sections of this report.

2. An application for an FDP shall demonstrate that the proposal conforms to the applicable Architectural Pattern Book, Community Elements Book, Village Center Design and any other conditions of a previously approved PDP.

Response: This FDP addresses proposed architecture within PDP 11C. The attached Elevations & Floor Plans (see Exhibits VIC) demonstrate compliance with the *Village Center Architectural Standards* and the Village Center Design as described in Section II of this report. The FDP is within the Village Center. The FDP is submitted for review and approval concurrent with the PDP; therefore, there are no conditions

of a previously approved PDP that apply to this request. Conformance of the proposed FDP with the *Community Elements Book* for SAP - Central is demonstrated as follows.

GENERAL DEVELOPMENT REGULATIONS

SECTION 4.154. ON-SITE PEDESTRIAN ACCESS AND CIRCULATION

(.02) On-site Pedestrian Access and Circulation

- A. The purpose of this section is to implement the pedestrian access and connectivity policies of the Transportation System Plan. It is intended to provide for safe, reasonably direct, and convenient pedestrian access and circulation.

Response: PDP 11C will be in compliance with Section 4.154 and provide for safe, reasonably direct, and convenient pedestrian access and circulation, as described below.

- B. Standards. Development shall conform to all the following standards:
1. Continuous Pathway System. A pedestrian pathway system shall extend throughout the development site and connect to adjacent sidewalks, and to all future phases of the development, as applicable.

Response: Pedestrian pathway systems (sidewalks) in PDP 11C extend throughout the development site and connect to adjacent sidewalks.

2. Safe, Direct, and Convenient. Pathways within developments shall provide safe, reasonably direct, and convenient connections between primary building entrances and all adjacent parking areas, recreational areas/playgrounds, and public rights-of-way and crosswalks based on all of the following criteria:

Response: **The Rowhomes' entryways** will connect with public sidewalks through private pathways.

- a. Pedestrian pathways area designed primarily for pedestrian safety and convenience, meaning they are free from hazards and provide a reasonably smooth and consistent surface.

Response: Pedestrian pathways will be free from hazards and will provide a reasonably smooth and consistent surface.

- b. The pathway is reasonably direct. A pathway is reasonably direct when it follows a route between destinations that does not involve a significant amount of unnecessary out-of-direction travel.

Response: The pathways will be reasonably direct and will not involve a significant amount of unnecessary out-of-direction travel.

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

Response: Pathways connect to the primary building entrances in compliance with the Americans with Disabilities Act (ADA) requirements.

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

Response: There are no proposed parking lots; therefore, this criteria is not applicable.

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

Response: Sidewalks adjacent to streets are separated from vehicle travel areas by planter strips and curbs. Pedestrian crossings of streets or access aisles are facilitated with either curb extensions or painted crosswalks.

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

Response: Where pathways cross parking or driving areas, they will be clearly marked with contrasting paint.

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

Response: Primary pathways will be constructed of concrete, not less than five (5) feet in width.

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

Response: Pathways will be clearly marked with appropriate standard signs.

SECTION 4.156. SIGN REGULATIONS

Response: The SAP Central Signage & Wayfinding Plan does not indicate an identifier within the subject property.

SECTION 4.176. LANDSCAPING, SCREENING & BUFFERING

(.02) Landscaping and Screening Standards.

Response: Streets and public right-of-way improvements, including street trees, are reviewed with the PDP (see Section II of this Notebook). This FDP consistently reflects street trees shown in the PDP.

(.03) Landscape Area.

Not less than fifteen percent (15%) of the total lot area, shall be landscaped with vegetative plant materials. The ten percent (10%) parking area landscaping required by section 4.155.03(B)(1) is included in the fifteen percent (15%) total lot landscaping requirement. Landscaping shall be located in at least three separate and distinct areas of the lot, one of which must be in the contiguous frontage area. Planting areas shall be encouraged adjacent to structures. Landscaping shall be used to define, soften or screen the appearance of buildings and off-street parking areas. Materials to be installed shall achieve a balance between various plant forms, textures, and heights. The installation of native plant materials shall be used whenever practicable.

Response: The attached plans show that more than 15% of the site will be landscaped (see Section VIB).

(.04) Buffering and Screening.

Additional to the standards of this subsection, the requirements of the Section 4.137.5 (Screening and Buffering Overlay Zone) shall also be applied, where applicable.

- A. All intensive or higher density developments shall be screened and buffered from less intense or lower density developments.
- B. Activity areas on commercial and industrial sites shall be buffered and screened from adjacent residential areas. Multi-family developments shall be screened and buffered from single-family areas.
- C. All exterior, roof and ground mounted, mechanical and utility equipment shall be screened from ground level off-site view from adjacent streets or properties.
- D. All outdoor storage areas shall be screened from public view, unless visible storage has been approved for the site by the Development Review Board or Planning Director acting on a development permit.
- E. In all cases other than for industrial uses in industrial zones, landscaping shall be designed to screen loading areas and docks, and truck parking.
- F. In any zone any fence over six (6) feet high measured from soil surface at the outside of fenceline shall require Development Review Board approval.

Response: None of the above-listed areas or uses exist within the site/proposed development. Therefore, no buffering or screening is required in relation to the FDP.

(.05) Sight-Obscuring Fence or Planting.

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

Response: No sight-obscuring fence or planting is required in this FDP area.

(.06) Plant Materials.

A. Shrubs and Ground Cover. All required ground cover plants and shrubs must be of sufficient size and number to meet these standards within three (3) years of planting. Non-horticultural plastic sheeting or other impermeable surface shall not be placed under mulch. Surface mulch or bark dust are to be fully raked into soil of appropriate depth, sufficient to control erosion, and are confined to areas around plantings. Areas exhibiting only surface mulch, compost or barkdust are not to be used as substitutes for plants areas.

1. Shrubs. All shrubs shall be well branched and typical of their type as described in current AAN Standards and shall be equal to or better than **2-gallon containers and 10" to 12" spread.**

Response: As shown on the attached plans (see Exhibit VIB) all shrubs will be equal to or better than 2-gallon size with a 10 to 12 inch spread. All shrubs will be well branched and typical of their type as described in current AAN standards.

2. Ground cover. Shall be equal to or better than the following depending on the type of plant materials used: Gallon containers spaced at 4 feet on center minimum, 4" pot spaced 2 feet on center minimum, 2-1/4" pots spaced at 18 inch on center minimum. No bare root planting shall be permitted. Ground cover shall be sufficient to cover at least 80% of the bare soil in required landscape areas within three (3) years of planting. Where wildflower seeds are designated for use as a ground cover, the City may require annual re-seeding as necessary.

Response: As shown on the attached plans (see Exhibit VIB) all ground covers will be at least **4" pots and spaced appropriately. These plants will be installed as required.**

3. Turf or lawn in non-residential developments. Shall not be used to cover more than ten percent (10%) of the landscaped area, unless specifically approved based on a finding that, due to site conditions and availability of water, a larger

percentage of turf or lawn area is appropriate. Use of lawn fertilizer shall be discouraged. Irrigation drainage runoff from lawns shall be retained within lawn areas.

Response: The subject FDP area is within a residential development; therefore this criterion does not apply.

4. Plant materials under trees or large shrubs. Appropriate plant materials shall be installed beneath the canopies of trees and large shrubs to avoid the appearance of bare ground in those locations.

Response: As shown on the attached plans (see Exhibit VIB) appropriate plant materials will be installed beneath the canopies of trees and large shrubs. Areas that are not appropriate to plant beneath the canopies of existing trees will be mulched with bark.

- B. Trees. All trees shall be well-branched and typical of their type as described in current American Association of Nurserymen (AAN) Standards and shall be balled and burlapped. The trees shall be grouped as follows:
 1. Primary trees which define, outline or enclose major spaces, such as Oak, Maple, Linden, and Seedless Ash, shall be a minimum of 2" caliper.
 2. Secondary trees which define, outline or enclose interior areas, such as Columnar Red Maple, Flowering Pear, Flame Ash, and Honeylocust, shall be a minimum of 1-3/4" to 2" caliper.
 3. Accent trees which, are used to add color, variation and accent to architectural features, such as Flowering Pear and Kousa Dogwood, shall be **1-3/4" minimum caliper.**
 4. Large conifer trees such as Douglas Fir or Deodar Cedar shall be installed at a minimum height of eight (8) feet.
 5. Medium-sized conifers such as Shore Pine, Western Red Cedar or Mountain Hemlock shall be installed at a minimum height of five to six (5 to 6) feet.

Response: As shown on the attached plans (see Exhibit VIB), proposed tree species have been selected from the Villebois Plant List in the *Community Elements Book*. All **proposed trees meet the minimum 2" caliper code requirement** or the minimum height requirement for conifers as appropriate. All proposed trees will be well-branched, typical of their type as described in current AAN, and balled and burlapped.

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

Response: This standard does not apply to the subject FDP as no buildings are proposed in the park.

D. Street Trees.

Response: Review of streets and rights-of-way, including street trees, occurs with the PDP (see Section II of this Notebook). Street trees shown in the plans for this FDP are consistent with those shown in the PDP application. Compliance with the Street Tree Master Plan is demonstrated in the PDP (Section II of Notebook).

E. Types of Plant Species.

1. Existing landscaping or native vegetation may be used to meet these standards, if protected and maintained during the construction phase of the development and if the plant species do not include any that have been listed by the City as prohibited. The existing native and non-native vegetation to be incorporated into the landscaping shall be identified.

Response: The *Tree Preservation Plan* (see Section VIB) shows that no existing trees are proposed for preservation.

2. Selection of plant materials. Landscape materials shall be selected and sited to produce hardy and drought-tolerant landscaping. Selection shall be based on soil characteristics, maintenance requirements, exposure to sun and wind, slope and contours of the site, and compatibility with other vegetation that will remain on the site. Suggested species lists for street trees, shrubs and groundcovers shall be provided by the City of Wilsonville.

Response: All proposed landscaping materials are selected from the Villebois Plant List in the *Community Elements Book*. Specific materials were selected to best meet the site characteristics of the subject property.

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

Response: **No plant materials listed as “Prohibited Plant Species” on the Villebois Plant List are included in the proposed landscaping.**

F. Tree Credit.

Response: Tree credits are not applicable to this FDP application.

- G. Exceeding Standards. Landscape materials that exceed the minimum standards of this Section are encouraged, provided that height and vision clearance requirements are met.

- H. Compliance with Standards. The burden of proof is on the applicant to show that proposed landscaping materials will comply with the purposes and standards of this Section.

Response: The attached plans (see Section VIB) and this report demonstrate that the proposed landscaping complies with the standards of the Wilsonville Development Code and the *Community Elements Book*.

(.07) Installation and Maintenance.

- A. Installation. Plant materials shall be installed to current industry standards and shall be properly staked to assure survival. Support devices (guy wires, etc.) shall not be allowed to interfere with normal pedestrian or vehicular movement.
- B. Maintenance. Maintenance of landscaped areas is the on-going responsibility of the property owner. Any landscaping installed to meet the requirements of this Code, or any condition of approval established by a City decision-making body acting on an application, shall be continuously maintained in a healthy, vital and acceptable manner. Plants that die are to be replaced in kind, within one growing season, unless appropriate substitute species are approved by the City. Failure to maintain landscaping as required in this Section shall constitute a violation of this Code for which appropriate legal remedies, including the revocation of any applicable land development permits, may result.
- C. Irrigation. The intent of this standard is to assure that plants will survive the critical establishment period when they are most vulnerable due to a lack of watering and also to assure that water is not wasted through unnecessary or inefficient irrigation. Approved irrigation system plans shall specify one of the following:
 - 1. A permanent, built-in, irrigation system with an automatic controller. Either a spray or drip irrigation system, or a combination of the two, may be specified.
 - 2. A permanent or temporary system designed by a landscape architect licensed to practice in the State of Oregon, sufficient to assure that the plants will become established and drought-tolerant.
 - 3. Other irrigation system specified by a licensed professional in the field of landscape architecture or irrigation system design.
 - 4. A temporary permit issued for a period of one year, after which an inspection shall be conducted to assure that the plants have become established. Any plants that have died, or that appear to the Planning Director to not be thriving, shall be appropriately replaced within one growing season. An inspection fee and a maintenance bond or other security sufficient to cover all costs of replacing the plant materials shall be provided, to the satisfaction of the Community Development Director. Additionally, the applicant shall provide the City with a written license or easement to enter the property and cause any failing plant materials to be replaced.

Response: Plants will be installed and maintained properly. A permanent-built-in irrigation system with an automatic controller will be installed underground to irrigate the proposed landscaping and to assure that plants survive the establishment period. Additional details about the irrigation system will be provided with construction plans.

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

Response: The attached planting plans demonstrate that all landscape areas will be protected from potential damage by vehicle travel along streets and alleys.

(.08) Landscaping on Corner Lots.

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

Response: All landscaping at corners will meet the vision clearance standards of Section 4.177.

(.09) Landscape Plans.

Landscape plans shall be submitted showing all existing and proposed landscape areas. Plans must be drawn to scale and show the type, installation size, number and placement of materials. Plans shall include a plant material list. Plants are to be identified by both their scientific and common names. The condition of any existing plants and the proposed method of irrigation are also to be indicated. Landscape plans shall divide all landscape areas into the following categories based on projected water consumption for irrigation:

- A. High water usage areas (+/- two (2) inches per week): small convoluted lawns, lawns under existing trees, annual and perennial flower beds, and temperamental shrubs;
- B. Moderate water usage areas (+/- one (1) inch per week): large lawn areas, average water-using shrubs, and trees;
- C. Low water usage areas (Less than one (1) inch per week, or gallons per hour): seeded field grass, swales, native plantings, drought-tolerant shrubs, and ornamental grasses or drip irrigated areas.
- D. Interim or unique water usage areas: areas with temporary seeding, aquatic plants, erosion control areas, areas with temporary irrigation systems, and areas with special water-saving features or water harvesting irrigation capabilities.
These categories shall be noted in general on the plan and on the plant material list.

Response: The attached plans (see Exhibit VIB) include the required information listed in Section 4.176(.09).

(.10) Completion of Landscaping.

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

Response: The applicant does not anticipate deferring the installation of plant materials. Should it be necessary to defer installation of plant materials, the applicant will apply for a temporary permit.

(.11) Street Trees Not Typically Part of Site Landscaping.

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

Response: Street trees are not counted toward the required standards of this Section.

(.12) Mitigation and Restoration Plantings.

Response: The PDP includes a concurrent Tree Removal Plan (see Section V of this Notebook) which addresses required tree mitigation.

SECTION 4.177. STREET IMPROVEMENT STANDARDS

(.02) Street Design Standards

E. Corner or clear vision area.

1. A clear vision area shall be maintained on each corner of property at the intersection of any two streets, a street and a railroad or a street and a driveway. No structures, plantings, or other obstructions that would impede visibility between the height of 3- inches and 10 feet shall be allowed within said area. Measurements shall be made from the top of the curb, or, when there is no curb, from the established street center line grade. However, the following items shall be exempt:
 - a. Light and utility poles with a diameter less than 12 inches.

- b. An existing tree, trimmed to the trunk, 10 feet above the curb.
- c. Official warning or street sign.
- d. Natural contours where the natural elevations are such that there can be no cross-visibility at the intersection and necessary excavation would result in an unreasonable hardship on the property owner or deteriorate the quality of the site.

Response: Landscaping at the corners of the parks will be less than 30 inches in height to assure that visibility is not blocked. Clear vision areas will be maintained in accordance with the standards of Subsection 4.177(.01)(I). Vertical clearance will be maintained over all streets and access drives in accordance with Subsection 4.177(.01)(J).

(.08) Access Drive and Driveway Approach Development Standards.

Response: Adjacent street rights-of-way have already been dedicated. The plan sheets located in Section IIB demonstrate that all proposed access drives (alleys) within the PDP area will have a minimum improvement width of 16 feet and will provide two-way travel. All access drives will be constructed with a hard surface capable of carrying a 23-ton load. Easements for fire access will be dedicated as required by the fire department. All access drives will be designed to provide a clear travel lane free from any obstructions.

Clear vision areas will be maintained in accordance with the standards of Subsection 4.177(.01)(I). Vertical clearance will be maintained over all streets and access drives in accordance with Subsection 4.177(.01)(J).

SITE DESIGN REVIEW

SECTION 4.400. PURPOSE.

(.01) Excessive uniformity, inappropriateness or poor design of the exterior appearance of structures and signs and the lack of proper attention to site development and landscaping in the business, commercial, industrial and certain residential areas of the City hinders the harmonious development of the City, impairs the desirability of residence, investment or occupation in the City, limits the opportunity to attain the optimum use in value and improvements, adversely affects the stability and value of property, produces degeneration of property in such areas and with attendant deterioration of conditions affecting the peace, health and welfare, and destroys a proper relationship between the taxable value of property and the cost of municipal services therefore.

Response: No signage is proposed as the SAP Central Signage & Wayfinding Plan does not indicate an identifier within the subject property. The attached PDP plans (see Section IIB of this Notebook) and FDP plans (see Section VIB of this Notebook) are consistent with the SAP Central Signage & Wayfinding Plan.

The proposed landscaping within the park is designed in compliance with the standards for the rest of Villebois, so the entire development will have a cohesive, harmonious

appearance, creating a desirable place of residence and adding to the overall quality of life in the City.

(.02) The City Council declares that the purposes and objectives of site development requirements and the site design review procedure are to:

- A. Assure that Site Development Plans are designed in a manner that insures proper functioning of the site and maintains a high quality visual environment.

Response: The row homes in the FDP area have been designed to assure proper functioning of the site and to maintain an aesthetically pleasing environment. The proposed landscaping will add to the quality of the environment as well as the functioning of the site.

- B. Encourage originality, flexibility and innovation in site planning and development, including the architecture, landscaping and graphic design of said development;

Response: The FDP includes landscaping as shown on the attached plans (Section VIB), which will enhance the visual environment of the site. Pedestrian connections to sidewalks, trails, and adjacent residences **will be provided to enhance the site's** connectivity to surrounding uses.

- C. Discourage monotonous, drab, unsightly, dreary and inharmonious developments;

Response: The FDP area will include landscaping as shown on the attached plans (see Section VIB). Landscaping will consist of an appropriate mixture of ground cover, shrubs, and trees selected from the Villebois Plant List to create a harmonious appearance throughout the larger Villebois development. The proposed landscaping will contribute to an interesting and aesthetically appealing development.

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

Response: The site will incorporate landscaping that makes sense for a Pacific **Northwest community, while matching the City's natural beauty and visual character.**

- E. Protect and enhance the City's appeal and thus support and stimulate business and industry and promote the desirability of investment and occupancy in business, commercial and industrial purposes;

Response: The design of the proposed row houses and landscaping along with the pedestrian connections to adjacent residences and streets, will help to maintain the appeal of Villebois as a unique and attractive community in which to live, work, and recreate. Residents of Villebois will stimulate the local economy by opening new businesses and thus creating jobs and by spending money in existing businesses.

- F. Stabilize and improve property values and prevent blighted areas and, thus, increase tax revenues;

Response: The Row Houses will be part of a Home Owners Association, which will assure long-term maintenance of common and public areas.

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

Response: The process used to plan for Villebois incorporates a tiered system that originates at the *Villebois Village Master Plan*. The *Master Plan* shows how facilities, including parks and open space, are distributed and available to residents throughout Villebois.

Figure 5 - Parks & Open Space Plan of the *Master Plan* shows that approximately 33% of Villebois will be in parks and open space. This FDP is consistent with the PDP, SAP - Central, and the *Villebois Village Master Plan*, and therefore, complies with this criterion.

- H. Achieve the beneficial influence of pleasant environments for living and working on behavioral patterns and, thus, decrease the cost of governmental services and reduce opportunities for crime through careful consideration of physical design and site layout under defensible space guidelines that clearly define all areas as either public, semi-private, or private, provide clear identity of structures and opportunities for easy surveillance of the site that maximize resident control of behavior -- particularly crime;

Response: The *Villebois Village Master Plan* shows that the community will include a variety of housing options (living) and the Village Center will contain places for employment (working). This FDP shows a living environment in Phase 11 Central that is enhanced by proximity to park and open space areas. Residents who will surround the parks and open spaces will provide on-going surveillance and control.

- I. Foster civic pride and community spirit so as to improve the quality and quantity of citizen participation in local government and in community growth, change and improvements;

Response: The design of the Villebois Village has been created to develop a community that is truly unique. The City and Villebois Master Planner, as well as the Applicant, are working in partnership with nearby residents, property owners, and local and regional governments to create a complete, livable, pedestrian-oriented community that will be an asset to the City of Wilsonville and Portland region. This partnership has generated citizen participation in the project and the unique design shall foster civic pride and community spirit amongst the residents of Villebois.

- J. Sustain the comfort, health, tranquillity and contentment of residents and attract new residents by reason of the City's favorable environment and, thus, to promote and protect the peace, health and welfare of the City.

Response: The design of the Villebois Village revolves around three guiding principles: connectivity, diversity, and sustainability. These principles are intended to sustain the comfort, health, tranquility, and contentment of Villebois residents, while also promoting and protecting the peace, health and welfare of the City. *Connectivity* refers to creating connections between Villebois neighborhoods and between Villebois and other parts of the City and region for multiple modes of transportation. *Diversity* includes multiple choices of housing styles, housing affordability, recreation, employment, goods and services, and infrastructure for transportation. *Sustainability* involves the protection of natural resources and open space, energy conservation, and storm and rainwater management.

SECTION 4.421. CRITERIA AND APPLICATION OF DESIGN STANDARDS.

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

- A. Preservation of Landscape. The landscape shall be preserved in its natural state, insofar as practicable, by minimizing tree and soils removal, and any grade changes shall be in keeping with the general appearance of neighboring developed areas.

Response: As shown in the attached plans (see Exhibit VIB), proposed plant materials are drawn from the Villebois Plant List, which includes native species, to ensure consistency of general appearance within the Villebois community.

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

Response: Chapter 3 of the *Villebois Village Master Plan* takes into account scenic views, topography, existing vegetation, and other natural features in the design and location of parks and open spaces in the Villebois development. The FDP area does not include any steep slopes, sensitive wildlife habitat areas, wetlands, SROZ areas,

or flood plains. The linear greens are proposed in addition to the parks and open space shown in the *Master Plan* and SAP Central. Existing trees within the site are maintained to the extent possible as reviewed in the concurrent PDP and Tree Removal Plan applications (see Sections II and V, respectively, of this Notebook).

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

Response: Garages and parking areas are proposed on the alley-facing sides of all proposed rowhomes buildings. An alley is proposed for the rowhome units and provides two-way travel. Pedestrians are separated from vehicular traffic through provided sidewalks, curb extensions, and/or crosswalks (See Exhibit IIB).

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

Response: Surface water drainage is addressed in the PDP application (see Section II of Notebook). The FDP is consistent with grading and drainage shown in the PDP. This system has been carefully designed so as not to adversely affect neighboring properties.

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

Response: The PDP application addresses utility installation (see Section II of Notebook). The FDP is consistent with the PDP.

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

Response: No advertising features are proposed in this FDP.

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

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

Response: This FDP does not propose any exposed storage areas, exposed machinery installations, surface areas, truck loading areas, utility buildings and structures or other accessory areas and structures. Compliance with Section 4.176 is addressed earlier in this report.

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

Response: No accessory buildings or structures are proposed.

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

Response: Compliance with the purpose of Section 4.400 has been addressed earlier in this report.

SECTION 4.440. PROCEDURE.

(.01) Submission of Documents.

A prospective applicant for a building or other permit who is subject to site design review shall submit to the Planning Department, in addition to the requirements of Section 4.035, the following:

- A. A site plan, drawn to scale, showing the proposed layout of all structures and other improvements including, where appropriate, driveways, pedestrian walks, landscaped areas, fences, walls, off-street parking and loading areas, and railroad tracks. The site plan shall indicate the location of entrances and exits and direction of traffic flow into and out of off-street parking and loading areas, the location of each parking space and each loading berth and areas of turning and maneuvering vehicles. The site plan shall indicate how utility service and drainage are to be provided.
- B. A Landscape Plan, drawn to scale, showing the location and design of landscaped areas, the variety and sizes of trees and plant materials to be planted on the site, the location and design of landscaped areas, the varieties, by scientific and common name, and sizes of trees and plant materials to be retained or planted on the site, other pertinent landscape features, and irrigation systems required to maintain trees and plant materials. An inventory, drawn at the same scale as the Site Plan, of existing trees of 4" caliper or more is required. However, when large areas of trees are proposed to be retained undisturbed, only a survey identifying the location and size of all perimeter trees in the mass is necessary.
- C. Architectural drawings or sketches, drawn to scale, including floor plans, in sufficient detail to permit computation of yard requirements and showing all elevations of the proposed structures

and other improvements as they will appear on completion of construction. Floor plans shall also be provided in sufficient detail to permit computation of yard requirements based on the relationship of indoor versus outdoor living area, and to evaluate the floor plan's effect on the exterior design of the building through the placement and configuration of windows and doors.

- D. A Color Board displaying specifications as to type, color, and texture of exterior surfaces of proposed structures. Also, a phased development schedule if the development is constructed in stages.
- E. A sign plan, drawn to scale, showing the location, size, design, material, color and methods of illumination of all exterior signs.
- F. The required application fee.

Response: Section VIB of this notebook includes FDP plans that meet the requirements of Section 4.440 (.01). A copy of the application is included in Exhibit IB of this notebook. Architectural Elevations & Floor Plans are included in Section VIC of this notebook.

The SAP Central *Signage & Wayfinding Plan* does not indicate an identifier within the subject property. A copy of the required application fee is included in Exhibit IC.

SECTION 4.450. INSTALLATION OF LANDSCAPING.

- (.01) All landscaping required by this section and approved by the Board shall be installed prior to issuance of occupancy permits, unless security equal to one hundred and ten percent (110%) of the cost of the landscaping as determined by the Planning Director is filed with the City assuring such installation within six (6) months of occupancy. "Security" is cash, certified check, time certificates of deposit, assignment of a savings account or such other assurance of completion as shall meet with the approval of the City Attorney. In such cases the developer shall also provide written authorization, to the satisfaction of the City Attorney, for the City or its designees to enter the property and complete the landscaping as approved. If the installation of the landscaping is not completed within the six-month period, or within an extension of time authorized by the Board, the security may be used by the City to complete the installation. Upon completion of the installation, any portion of the remaining security deposited with the City shall be returned to the applicant.

Response: The applicant understands that they must provide a security to guarantee installation of the proposed landscaping.

- (.02) Action by the City approving a proposed landscape plan shall be binding upon the applicant. Substitution of plant materials, irrigation systems, or other aspects of an approved landscape plan shall not be made without official action of the Planning Director or Development Review Board, as specified in this Code.

Response: The applicant understands that changes to the landscape plan included in this application cannot be made without official action of the Planning Director or the Development Review Board.

(.03) All landscaping shall be continually maintained, including necessary watering, weeding, pruning, and replacing, in a substantially similar manner as originally approved by the Board, unless altered with Board approval.

Response: The applicant understands that they are responsible for the ongoing maintenance of the proposed landscaping.

(.04) If a property owner wishes to add landscaping for an existing development, in an effort to beautify the property, the Landscape Standards set forth in Section 4.176 shall not apply and no Plan approval or permit shall be required. If the owner wishes to modify or remove landscaping that has **been accepted or approved through the City's development review process**, that removal or modification must first be approved through the procedures of Section 4.010.

Response: This FDP does not include any existing development; therefore this criterion does not apply.

II. COMMUNITY ELEMENTS BOOK

Applicable Requirement	Requirement Met?	Notes
Street Lighting	<input checked="" type="checkbox"/>	Lighting shown on attached plans is consistent with Lighting Master Plan.
Curb Extensions	<input checked="" type="checkbox"/>	Will be developed with curb extensions shown on the Circulation Plan.
Street Trees	<input checked="" type="checkbox"/>	Location and species of street trees shown on the attached plans are consistent with the Master Plan.
Landscape Elements-Site Furnishings	<input checked="" type="checkbox"/>	No furnishings are proposed
Tree Protection	<input checked="" type="checkbox"/>	No "Important" trees exist on the site.
Plant List	<input checked="" type="checkbox"/>	All plant materials listed on page L1 of Section VIB are on the Villebois plant list. No prohibited plants are proposed.
Address Overlay Areas	<input checked="" type="checkbox"/>	Subject FDP is not located within an Address Overlay Area.

III. VILLAGE CENTER ARCHITECTURAL STANDARDS

Standards Applying to All Buildings

Standard	Standard Met?	Notes
1.1 Building Types		
1) Buildings outside Address overlays meet development standards of V-Zone per Building Type	<input checked="" type="checkbox"/>	Row houses are consistent with standards specified for Villebois Central
1.2 Building Height & Roof Form		
Required Standards		
1) Max. Building Height according to Table V-1	<input checked="" type="checkbox"/>	Height less than the 45' allowed in Table V-1
2) Addresses have other height limitations	<input checked="" type="checkbox"/>	Not located within an Address Overlay
3) Building height measured as defined in 4.001.	<input checked="" type="checkbox"/>	Building measured correctly
4) Rooftop equipment screened from current and future taller buildings	<input checked="" type="checkbox"/>	No rooftop equipment proposed
5) At least 2 roof garden in SAP Central	<input type="checkbox"/>	No rooftop gardens proposed, more appropriate for other building types in SAP Central
Optional Standards:		
6) Buildings encouraged to reach max. allowable height	<input checked="" type="checkbox"/>	Rowhomes will be 2-story.
7) Minimize shading of public and private outdoor areas during mid-day	<input checked="" type="checkbox"/>	Private outdoor areas are sited to maximize sun exposure given existing street configurations.
1.3 Horizontal Façade Articulation		
Required		
1) Horizontal Facades articulated into smaller units using two or more of the following: change of materials, change of color, façade planes that are vertical in proportion, bays and recesses, breaks in roof elevation.	<input checked="" type="checkbox"/>	Façade planes vertical in proportion and include bays and recesses, and breaks in roof elevation.

2) Incorporate features such as offsets, projections, reveals, and similar elements to preclude large expanses of uninterrupted building surfaces.	<input checked="" type="checkbox"/>	The Elevations and Floor Plans in Section VIC show the use of colors and materials, as well as trim or shutters, to break down the scale of the buildings.
Optional		
3) Articulation should extend to the roof	<input checked="" type="checkbox"/>	Articulation, including the break between buildings and architectural detail, extends to the roof.
2.1 Vertical Façade Articulation for All Mixed Use Buildings		Buildings not mixed use
3.1 Exterior Building Materials & Color		
Required		
1) Visually heavier and more massive materials at base when multiple materials used.	<input checked="" type="checkbox"/>	Elevations show visually heavier materials at the base.
2) Bright, intense colors reserved for accent trim	<input checked="" type="checkbox"/>	Bright colors are only used as trim.
3) Bright colors not used for commercial purposes	<input type="checkbox"/>	N/A. Buildings not mixed use.
4) Concrete block shall be split-faced, ground-faced, or scored when facing street or public way. Discouraged around the plaza.	<input checked="" type="checkbox"/>	Concrete block is not being used.
5) Exteriors constructed of durable and maintainable materials with texture, pattern, or lend themselves to quality detailing.	<input checked="" type="checkbox"/>	Proposed materials are all durable and easy to maintain and allow for detailing.
Optional		
6) Exterior materials have an integral color, patterning, and/or texture	<input checked="" type="checkbox"/>	The exterior materials have integral color, patterning, or texture.
7) Sustainable building materials and practices are strongly encouraged	<input checked="" type="checkbox"/>	The builder will participate in the Portland General Electric Earth Advantage program.
3.2 Architectural Character		
Required		
1) A definitive, consistent Architectural Character. All primary facades consistent with Architectural Character	<input checked="" type="checkbox"/>	The row houses have a consistent architectural character.
2) No mixing of Architectural Styles	<input checked="" type="checkbox"/>	Buildings are consistently in the same style.
3) Secondary facades incorporate primary façade	<input checked="" type="checkbox"/>	Materials including lap siding as well as windows with trim extend on all facades.

features over 25% of wall length		
4) All visible sides have a similar level of quality and visual interest	<input checked="" type="checkbox"/>	A majority of the detailing and materials wrap around to the street facing side elevations of the building. Materials and details included on the front elevations such as finishes, trim, and window patterns are incorporated into the side elevations.
5) Accessory buildings designed and integrated into primary building	<input checked="" type="checkbox"/>	No accessory buildings are proposed
6) Applicants encouraged to consult an architect or architectural historian regarding appropriate elements of architectural style	<input checked="" type="checkbox"/>	The rowhome buildings have been designed by an Architect with David Weekly Homes.
7) If not in an address, elevations not repeated on adjacent blocks	<input checked="" type="checkbox"/>	The row homes are not within an Address. The row houses do not repeat an elevation found on an adjacent block.
3.3 Ground Level Building Components		
Required		
1) Building setbacks and frontage widths as required by Table V-1	<input checked="" type="checkbox"/>	The row houses meet the required setbacks, including the 5' front setback , established by Table V-1
2) Retail orientation towards street	<input type="checkbox"/>	Not applicable
3) Differentiating entrances for mixed use buildings	<input type="checkbox"/>	Not applicable
4) Entries have weatherproof roof covering appropriately sized but at least 4 feet deep and 4 feet wide	<input checked="" type="checkbox"/>	Weatherproof covering of entries provided as shown on attached Architectural Plans.
5) Any building lighting is indirect or shielded	<input checked="" type="checkbox"/>	Any lighting would be shielded as shown on attached Architectural Plans.
6) Parking structures screened using at least two of the following: residential or commercial uses, decorative grill work, decorative artwork, vegetation	<input checked="" type="checkbox"/>	Not applicable, no parking structure proposed
7) Plaza address mixed-use buildings have canopy or awning	<input type="checkbox"/>	Not applicable
8) Reflective, heavily tinted, or other sight obscuring glass discouraged	<input type="checkbox"/>	Not applicable

9) Landscaping or other screening provided when parking is between buildings and the street	<input type="checkbox"/>	Not applicable
Optional		
10) Create indoor/outdoor relationships	<input checked="" type="checkbox"/>	Large windows and fenced front yards help create an indoor/outdoor relationship.
11) Canopies and Awnings primary function is weather protection	<input type="checkbox"/>	Not applicable
4.1 Façade Components		
Required		
1) Windows and doors recessed 3 inches for shadowing or incorporate shutters (appear operable and sized for window), railing, and/or visible or substantial trim (contrasting material, color, or creates shadowing.)	<input checked="" type="checkbox"/>	Windows and doors have substantial trim which helps create shadowing.
2) Balconies extend no more than 36"	<input checked="" type="checkbox"/>	No balconies are proposed.
3) Shutters sized to appear operable at window and door openings	<input checked="" type="checkbox"/>	Shutters are sized to appear operable.
4) Except in the plaza address, balconies shall be at least 5 feet deep	<input checked="" type="checkbox"/>	No balconies are proposed.
Optional		
4) (Note: Duplicate numbers in published VCAS) Individual windows square or vertical in proportion. An assembly of windows have horizontal proportion	<input checked="" type="checkbox"/>	All individual windows are square or vertical in proportion.
5) Materials changes occur at a horizontal line or at inside corner of two vertical planes.	<input checked="" type="checkbox"/>	Materials change at horizontal lines or corners
6) Every residential unit have outdoor living space.	<input checked="" type="checkbox"/>	All rowhome units have fenced front yards and side patios.
7) Expression of rainwater path	<input type="checkbox"/>	Not applicable.
8) Building fronts uneven angles to accommodate shape of street	<input type="checkbox"/>	Not applicable.
9) Wide opening windows	<input type="checkbox"/>	Not applicable.
10) Discourage use of high window sills	<input checked="" type="checkbox"/>	High window sills are not used
11) Finishing touches and ornament	<input checked="" type="checkbox"/>	The use of finishing touches and ornamentation is provided.

5.1 Fencing		
Required		
1) See all applicable sections of the Village Zone, including but not limited to Section 4.125(.14) Table V-4 Permitted Materials and Configurations and Section 4.125 (.05) D. Fences	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.
2) The following fencing requirements apply to all fences and walls located between rights-of-way and building lines.	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.
3) See Address overlay sections for additional requirements.	<input checked="" type="checkbox"/>	N/A - not within an address
4) Except where specifically required by Address overlays, fences are optional. Less fencing than the maximum allowable is allowed.	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.
5) Fencing shall be consistent with the Architectural Character of adjacent buildings, See Architectural Character, this section.	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.
6) Fencing controlling access to a courtyard, outdoor lobby, or other public entries shall be greater than 50% transparent.	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.
7) Fencing located within the first 2'0" setback from right-of-ways shall be greater than 50% transparent.	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.
8) Fencing located within interior side yards or separating buildings on the same lot shall be offset 4'0" or greater behind the adjacent front building line.	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.
9) Posts, pilasters, columns, or bollards may extend an additional 8" above the maximum height of any allowed fencing.	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.
10) Fencing may not change height at corners. They must level top surfaces and transition at posts to maintain	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.

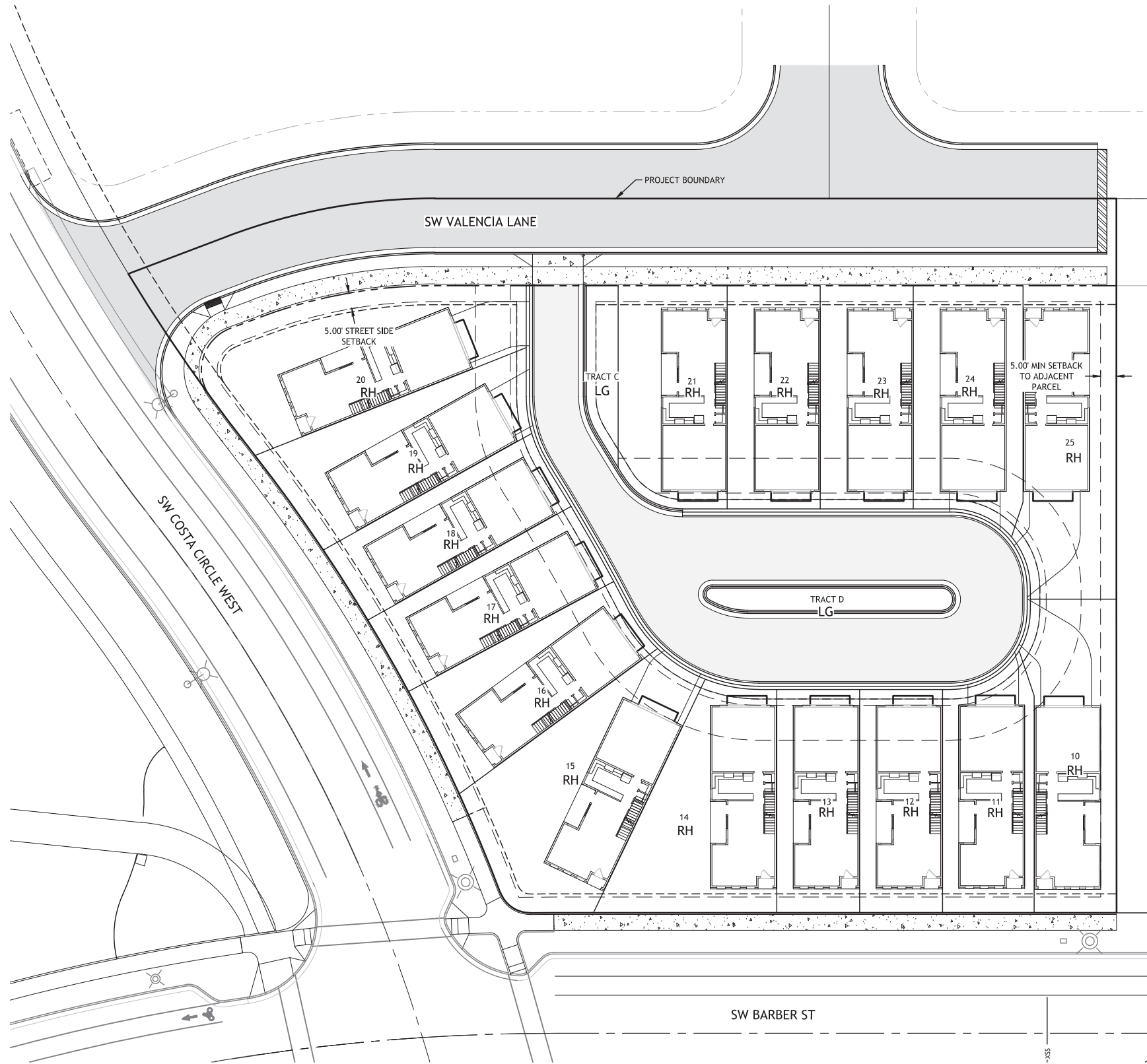
height as required by changes in grade elevation.		
11) Loading facilities, trash enclosures, and ground-level mechanical and utility equipment: These facilities shall be sited at the rear or side of buildings wherever practicable, and shall be screened where visible from the street. Screening shall match the adjacent development in terms of quality of materials and design. Such screening shall minimize light glare and noise levels affecting adjacent residential uses.	<input type="checkbox"/>	Not applicable
Optional		
12) Fencing is encouraged to be consistent with building railing at balconies, decks, porches, etc.	<input checked="" type="checkbox"/>	Proposed fencing will comply with these standards and be consistent with architecture.

IV. CONCLUSION

This Supporting Compliance Report demonstrates compliance with the applicable requirements of the City of Wilsonville Planning & Land Development Ordinance for the requested Final Development Plan. Therefore, the applicant requests approval of this application.

VIB) Reduced Drawings

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LEGEND

- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED CURB AND GUTTER
- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED BUILDING SETBACK
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PDP BOUNDARY LINE
- PROPOSED HANDICAP RAMP
- PROPOSED A.C. PAVING
- PROPOSED SIDEWALK
- PROPOSED SIDEWALK BY OTHERS
- EXISTING SIDEWALK

LEGEND:

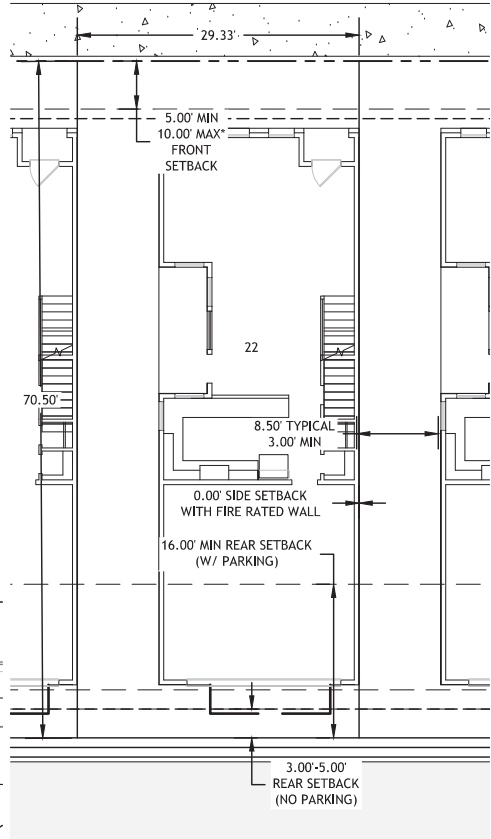
- RH ROW HOUSE LOTS
- LG LINEAR GREEN SPACE

LOT COUNT:

16	ROW HOUSE LOTS
16	TOTAL

LAND AREA TABLE:

TOTAL AREA	1.29 AC
PUBLIC STREETS:	0.20 AC
LINEAR GREEN SPACE:	0.03 AC
LOTS & ALLEYS:	1.06 AC
AVG. DENSITY PER NET ACRE: 16 / 1.06 = 16.00 UNITS / AC	



* PORCHES, STAIRS, STOOPS, DECKS, CANOPIES, BALCONIES, BAY WINDOWS, CHIMNEYS, AWNINGS AND OTHER BUILDING PROJECTIONS MAY ENCR OACH UP TO THE PUBLIC WAY.

TYPICAL LOT PLAN



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

REVISIONS		
NO.	DATE	DESCRIPTION

BERKSHIRE
NO. 2
PDP- 11C

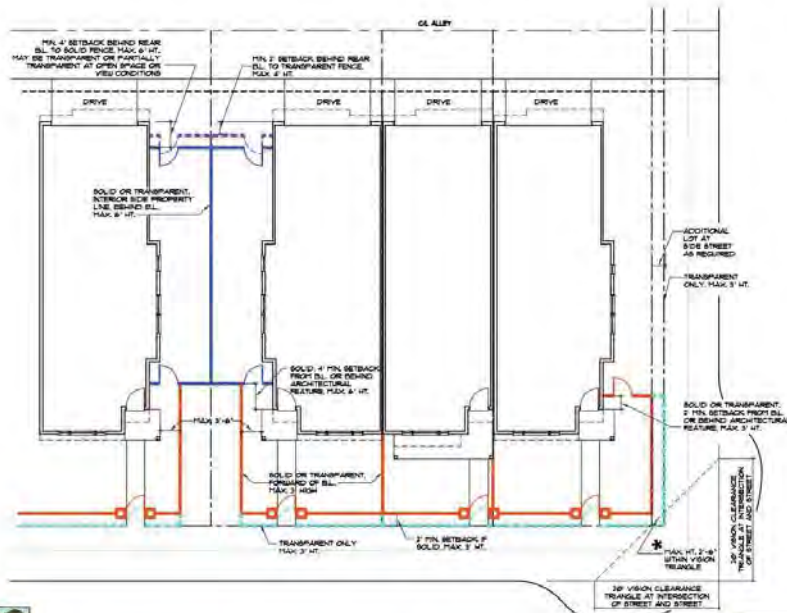
SITE &
LAND USE
PLAN

PROJECT NO.:	398-061
TYPE:	PLANNING
REVIEWED BY:	PRE

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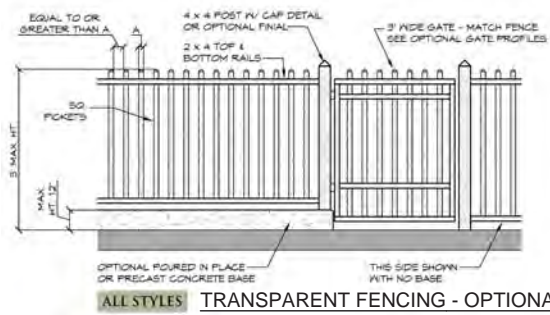
ROW HOUSES
© 2005 Iverson Architects



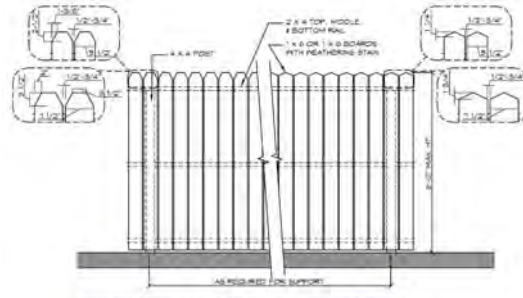
- LEGEND
- SOLID - MAX HT. 5'-0"
 - SOLID - MAX HT. 6'-0"
 - TRANSPARENT - MAX HT. 3'-0"
 - ALLEY - SOLID OR TRANSPARENT - MAX HT. 6'-0"

FENCING LOT DIAGRAMS

Fencing Bill



ALL STYLES TRANSPARENT FENCING - OPTIONAL



AMERICAN CLASSIC & AMERICAN MODERN SOLID FENCING

LEGEND:

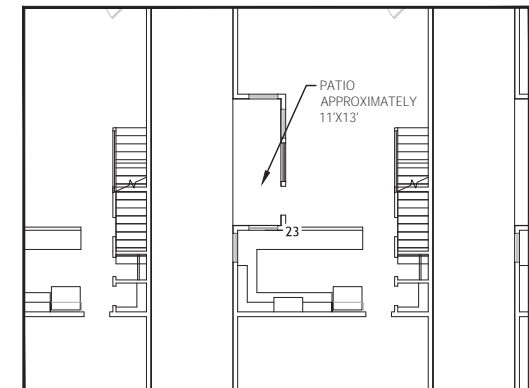
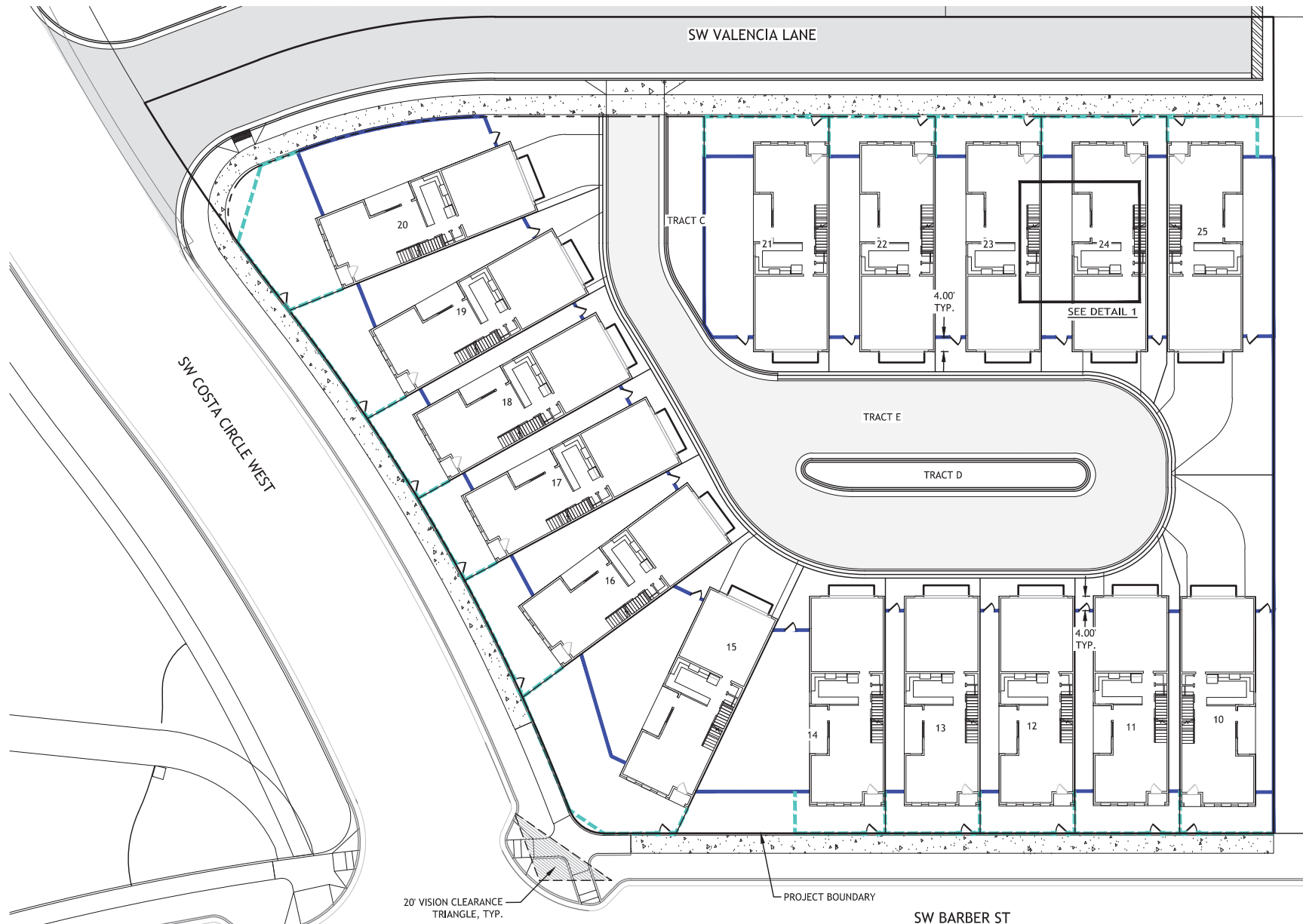
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED CURB AND GUTTER
- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED BUILDING SETBACK
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PDP BOUNDARY LINE
- PROPOSED HANDICAP RAMP
- PROPOSED A.C. PAVING
- PROPOSED SIDEWALK
- PROPOSED SIDEWALK BY OTHERS
- EXISTING SIDEWALK

LEGEND:

- PROPOSED 6-FT SOLID FENCE
- PROPOSED 3-FT PARTIALLY TRANSPARENT FENCE - OPTIONAL

FENCE NOTES:

- REFER TO THE SAP CENTRAL PATTERN BOOK AND THE VILLEBOIS VILLAGE CENTER ARCHITECTURAL STANDARDS FOR APPROVED FENCE MATERIALS AND STYLES.
- FOR MINIMUM AND MAXIMUM FENCE SETBACKS REFER TO FENCING LOT DIAGRAM, THIS SHEET.



DETAIL 1



SCALE
0 10 20
1 INCH = 20 FEET

Pacific
Community
Design

12564 SW Main Street
Tigard, OR 97223
(T) 503-941-9484

DATE: 07/12/2016

REVISIONS

NO. DATE DESCRIPTION

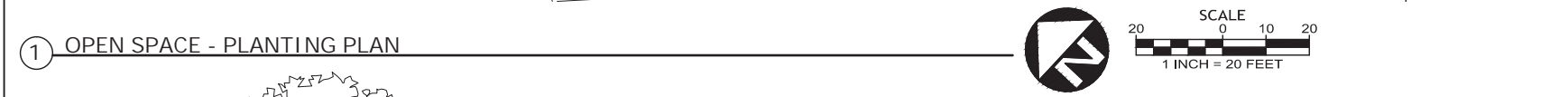
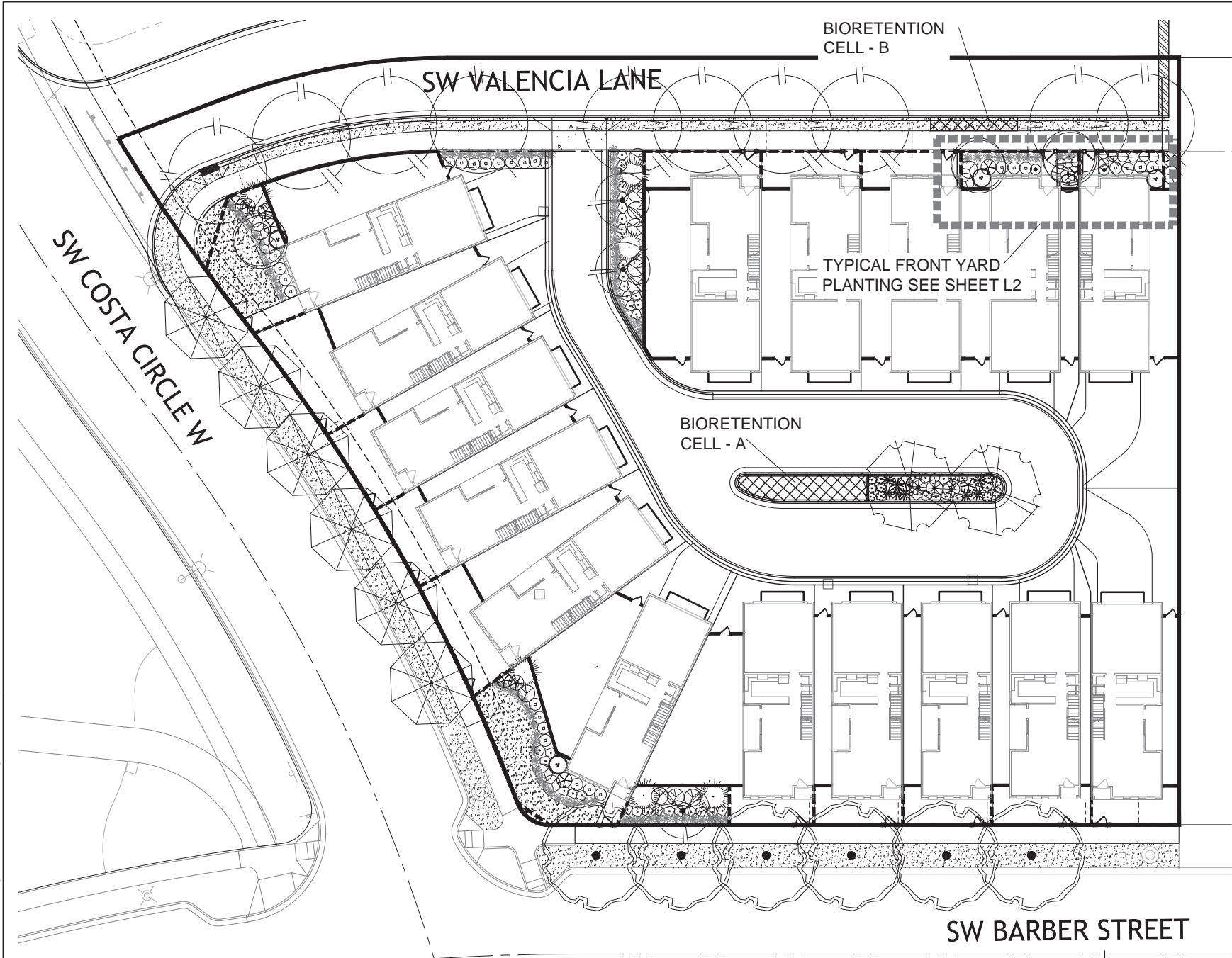
BERKSHIRE
NO. 2
PDP- 11C

MASTER
FENCING
PLAN

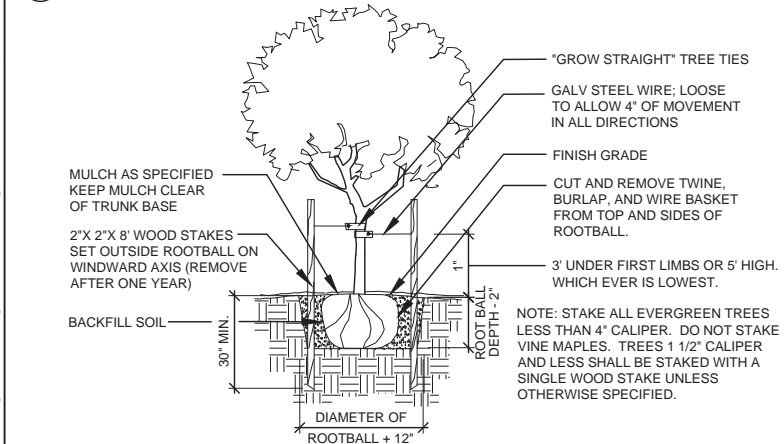
PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

10

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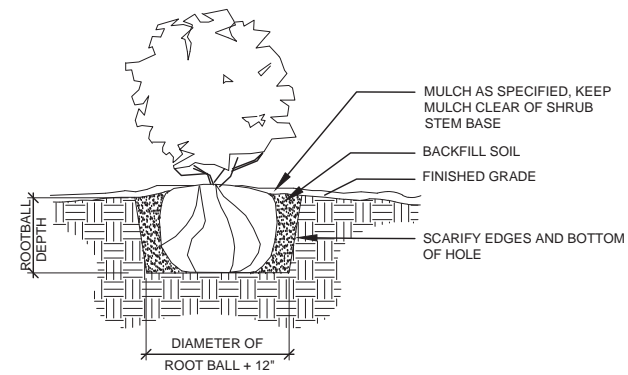
1 OPEN SPACE - PLANTING PLAN



TREE STAKING DETAIL

SCALE: N.T.S

1
L1



SHRUB PLANTING DETAIL

SCALE: N.T.S

2
L1

PLANTING LEGEND

TREES

SYMBOL	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	RED SUNSET MAPLE / <i>Acer rubrum</i> 'Franksred': 2 Cal., B&B
	CHINESE REDBUD / <i>CERCIS CHINENSIS</i> : 2" CAL., B&B
	INCENSE CEDAR / <i>CALOCEDRUS DECURRENS</i> : 8'-10' HT., B&B

SHRUBS

SYMBOL	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	STARBURST® DOUBLE GOLD EVERGREEN DAYLILY HEMEROCALLIS X 'MONOLD': 2 GAL.
	ANTHONY WATERER SPIREA / <i>SPIREA BUMALDA</i> 'ANTHONY WATERER': 3 GAL.
	DWARF BURNING BUSH / <i>EUONYMUS ALATA</i> 'COMPACTA': 3 GAL.
	KELSEY REDOSIER DOGWOOD / <i>CORNUS V. SERICEA</i> 'KELSEY': 3 GAL.
	THUNBERG SPIREA / <i>SPIREA THUNBERGII</i> : 3 GAL.

ORNAMENTAL GRASS

SYMBOL	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	DWARF FOUNTAIN GRASS <i>PENNISETUM ALOPECUROIDES</i> 'HAMELN': 2 GAL.
	DWARF VARIEGATED MAIDEN GRASS <i>MISCANTHUS SINENSIS</i> 'DIXIELAND': 2 GAL.
	VARIEGATED JAPANESE SILVER GRASS <i>MISCANTHUS SINENSIS</i> 'VARIEGATUS': 2 GAL.

LAWN AND GROUNDCOVER

SYMBOL	CODE	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	LAWN	PRO-TIME 309 (SUPREME MIX) GRASS SEED BY HOBBS AND HOPKINS, LTD. AT A RATE OF 8 LBS/1000 SQUARE FEET.

NOTE:

1. LANDSCAPE AREAS WILL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM DESIGNED BY CONTRACTOR. CONTRACTOR WILL PROVIDE MATERIALS AND INSTALL ALL IRRIGATION DOWNSTREAM OF THE WATER METER.
2. DO NOT PROVIDE IRRIGATION WITHIN THE EXISTING TREES TO REMAIN DRIPLINE.

BIORETENTION CELL PLANTING LEGEND

TREES/SHRUBS		
SYMBOL	COMMON NAME / Botanical name:	Size and Description
	WEeping ALASKAN CEDAR / <i>Chamaecyparis nootkatensis</i> 'Pendula':	7-8' Ht., B&B
	PACIFIC DOGWOOD / <i>Cornus nuttallii</i> :	2" Cal., B&B
	NOOTKA ROSE / <i>Rosa nutkana</i> :	#1 CONTAINER
	RED TWIG DOGWOOD / <i>Cornus sericea</i> :	#1 CONTAINER
	KELSEY DOGWOOD / <i>Cornus sericea</i> 'Kelsey':	#1 CONTAINER
	SNOWBERRY / <i>Symphoricarpos alba</i> :	#1 CONTAINER
WET/MOIST AREA PLUGS: (4" PLUGS @ 12" O.C.)		
	SLOUGH SEDGE / <i>Carex obovata</i>	34%
	SOFT RUSH / <i>Juncus tenuis</i>	33%
	SMALL FRUITED BULRUSH / <i>Scirpus microcarpus</i>	33%

PLANTING LEGEND

STREET TREES

SYMBOL	QUANTITY	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	6	VILLAGE GREEN ZELKOVA / <i>ZELKOVA SERRATA</i> 'VILLAGE GREEN': 2" CAL., B&B, 25' O.C.
	11	URBANITE ASH / <i>FRAXINUS PENNSYLVANICA</i> 'URBANITE': 2 1/2" CAL. B&B, 25' O.C.
	6	TULIP TREE / <i>LIRIODENDRON TULIPIFERA</i> : 2 1/2" CAL., B&B, 25' O.C.



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 06/17/2016

REVISIONS

NO.	DATE	DESCRIPTION
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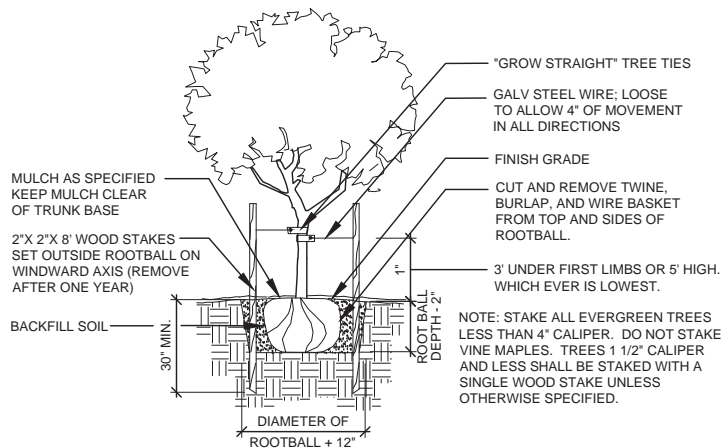
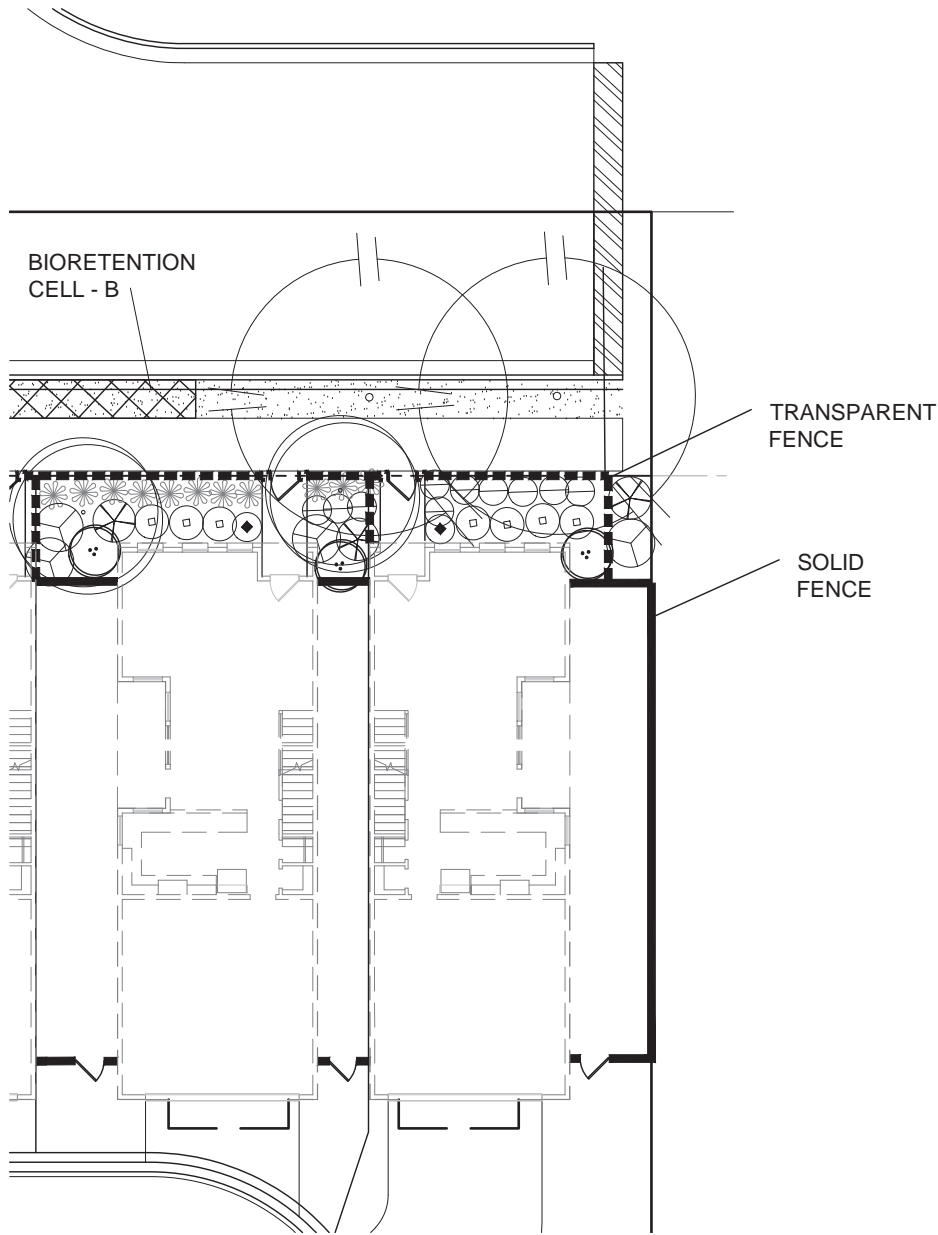
BERKSHIRE
NO. 2
PDP- 11C

PLANTING PLAN
NOTES AND
PLANTING DETAILS

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

L1

N:\proj\398-061\09 Drawings\03 Planning\Sheets - Planning\Submittal\Landscapes\398061 PDF\11C (L1) FRONT YARD PLANTING.dwg - SHEET STREET TREE Aug 05, 2016 - 1:44pm kel

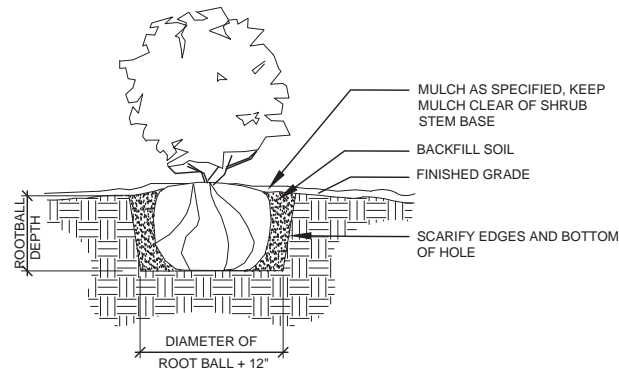


TREE STAKING DETAIL

SCALE: N.T.S

1

L2



SHRUB PLANTING DETAIL

SCALE: N.T.S

2

L2

PLANTING LEGEND

TYPICAL FRONT YARD PLANT LIST

SMALL ORNAMENTAL TREES
2" CAL.

CHINESE REDBUD / *Cercis chinensis*: 2" Cal., B&B
CAPITAL SELECT FLOWERING PEAR / *Pyrus calleryana* 'Capital': 2" Cal., B&B
BLIREIANA PLUM / *Prunus x blireiana*: 2" Cal. B&B
CHINESE KOUSA DOGWOOD / *Cornus kousa* 'Chinensis': 2" Cal., B&B
JAPANESE MAPLE / *ACER PALMATUM*: 8' HT.
YOSHINO FLOWERING CHERRY / *PRUNUS X YEDOENSIS*: 2" CAL., B&B

PEDESTRAIN ZONE LOW ORNAMENTAL PLANTINGS
1-2 GAL.

BLUE OAT GRASS / *Helictotrichon sempervirens*
DWARF FOUNTAIN GRASS / *PENNISETUM ALOPECUROIDES* 'HAMELN'
SCARLET MEIDILAND ROSE / *ROSA MEIDILAND* 'MEIKROTAL'
DAYLILIES / *HEMEROCALLIS* 'STELLA DORO', 'LA PECHE' AND
HEATH / *ERICA CARNEA* 'KING GEORGE', *ERICXDARLYENSIS* 'CD EASON'
ENGLISH LAVENDAR VARITES / *LAVANDULA ANGUSTIFOLIA* VAR.

ORNAMENTAL GRASSES AND GROUNDCOVERS
1-2 GAL.

DWARF FOUNTAIN GRASS / *Pennisetum alopecuroides* 'Hamlen'
BLUE OAT GRASS / *Helictotrichon sempervirens*
PURPLE FOUNTAIN GRASS / *PENNISETUM SETACEUM* 'RUBRUM'
"MASSACHUSETTS KINNIKINICK" / *ARCTOSTAPHYLOS UVA-URSI* 'MASS.'
BEARBERRY COTONEASTER / *COTONEASTER DAMMERI*
SCARLET MEIDILAND ROSE / *ROSA MEIDILAND* 'MEIKROTAL'

MEDIUM TO LARGE ORNAMENTAL SHRUBS
3 GAL.

SHOWA-NO-SAKAE CAMELLIA / *CAMELLIA SASANQUA* 'SHOWA-NO-SAKAE'
FOREST FLAME PIERIS / *PIERIS JAPONICA* 'FOREST FLAME'
RHODODENDRON 'JEAN MARIE DE MONTEGUE'
'NIKKO BLUE' HYDRANGEA / *HYDRANGEA MACROPHYLLA* 'NIKKO BLUE'
RENAISSANCE SPIREA / *SPIREA VANHOUTTEI* 'RENAISSANCE'
DOUBLFILE VIBURNUM / *VIBURNUM P. TOMENTOSUM*: 24"-30" HT.
THUNBERG SPIREA / *SPIREA THUNBERGII*
DAVID VIBURNUM / *VIBURNUM DAVIDII*

SMALL ORNAMENTAL SHRUBS
3 GAL.

ISANTI REDOSER DOGWOOD / *CORNUS SERICEA* 'ISANTI'
COMPACT JAPANESE HOLLY / *ILEX CRENATA* 'COMPACTA'
'CRIMSON PYGMY' BARBERRY / *BERBERIS THUNBERGII* 'CRIMSON PYGMY'
AZALEA / VARIES
ANTHONY WATERER SPIREA / *SPIREA BUMALDA* 'ANTHONY WATERER'

REVISIONS

NO. DATE DESCRIPTION

BERKSHIRE
NO. 2
PDP- 11C

TYPICAL FRONT YARD PLANTING PLAN

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE


L2

VIC) Row Homes Elevations & Floor Plans

Type	Plan	Style	Date
Modern (Revival)	Elevation A	American	7/27/16
			
This Design is:	Satisfactory	Recommendation	Not Satisfactory


Steve Coyle

Steve Coyle, AIA, LEED AP – 7/27/16

Type	Plan	Style	Date
Revival	Elevation B	English	7/27/16
			
This Design is:	Satisfactory	Recommendation	Not Satisfactory



Steve Coyle, AIA, LEED AP – 7/27/16

Type	Plan	Style	Date
Modern (Revival)	Elevation C	American	7/27/16
			
This Design is:	Satisfactory	Recommendation	Not Satisfactory

Steve Coyle

Steve Coyle, AIA, LEED AP – 7/27/16


Type	Plan	Style	Date
Modern (Revival)	Elevation D	American	7/27/16



This Design is:	Satisfactory	Recommendation	Not Satisfactory
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Steve Coyle

Steve Coyle, AIA, LEED AP – 7/27/16

Type	Plan	Style	Date
Modern (Revival)	Elevation E	American	7/27/16
			
This Design is:	Satisfactory	Recommendation	Not Satisfactory




Steve Coyle, AIA, LEED AP – 7/27/16

Type	Plan	Style	Date
Modern (Revival)	Elevation F	American	7/27/16
			
This Design is:	Satisfactory	Recommendation	Not Satisfactory



Steve Coyle, AIA, LEED AP – 7/27/16

Type	Plan	Style	Date
Revival	Elevation G	English	7/27/16
			
This Design is:	Satisfactory	Recommendation	Not Satisfactory

Steve Coyle

Steve Coyle, AIA, LEED AP – 7/27/16

Type	Plan	Style	Date
Modern (Revival)	Side Elevation Interior Courtyard	American	7/27/16
This Design is:	Satisfactory	Recommendation	Not Satisfactory

Steve Coyle, AIA, LEED AP – 7/27/16

Type	Plan	Style	Date
Modern (Revival)	Side Elevation Rear Load	American	7/27/16
 <p>side ELEVATION "REAR LOAD"</p>			
This Design is:	Satisfactory	Recommendation	Not Satisfactory

Steve Coyle

Steve Coyle, AIA, LEED AP – 7/27/16



21'-0" FRONT-SIDE COURTYARD



SIDE ELEVATION @ HIGH VISIBILITY CORNER LOT

Portland, OR

VILLEBOIS

David Weekley Homes



Portland, OR

VILLEBOIS

David Weekley Homes



21'-0" NORTH BARBER STREET



21'-0" NORTH BARBER STREET

PORTLAND, OREGON

VILLEBOIS - NORTH BARBER STREET

David Weekley Homes



21'-0" COSTA CIRCLE WEST



C LOT SIDE ELEVATION • HIGH VISIBILITY CORNER LOT



A LOT SIDE ELEVATION • HIGH VISIBILITY CORNER LOT

PORTLAND, OREGON

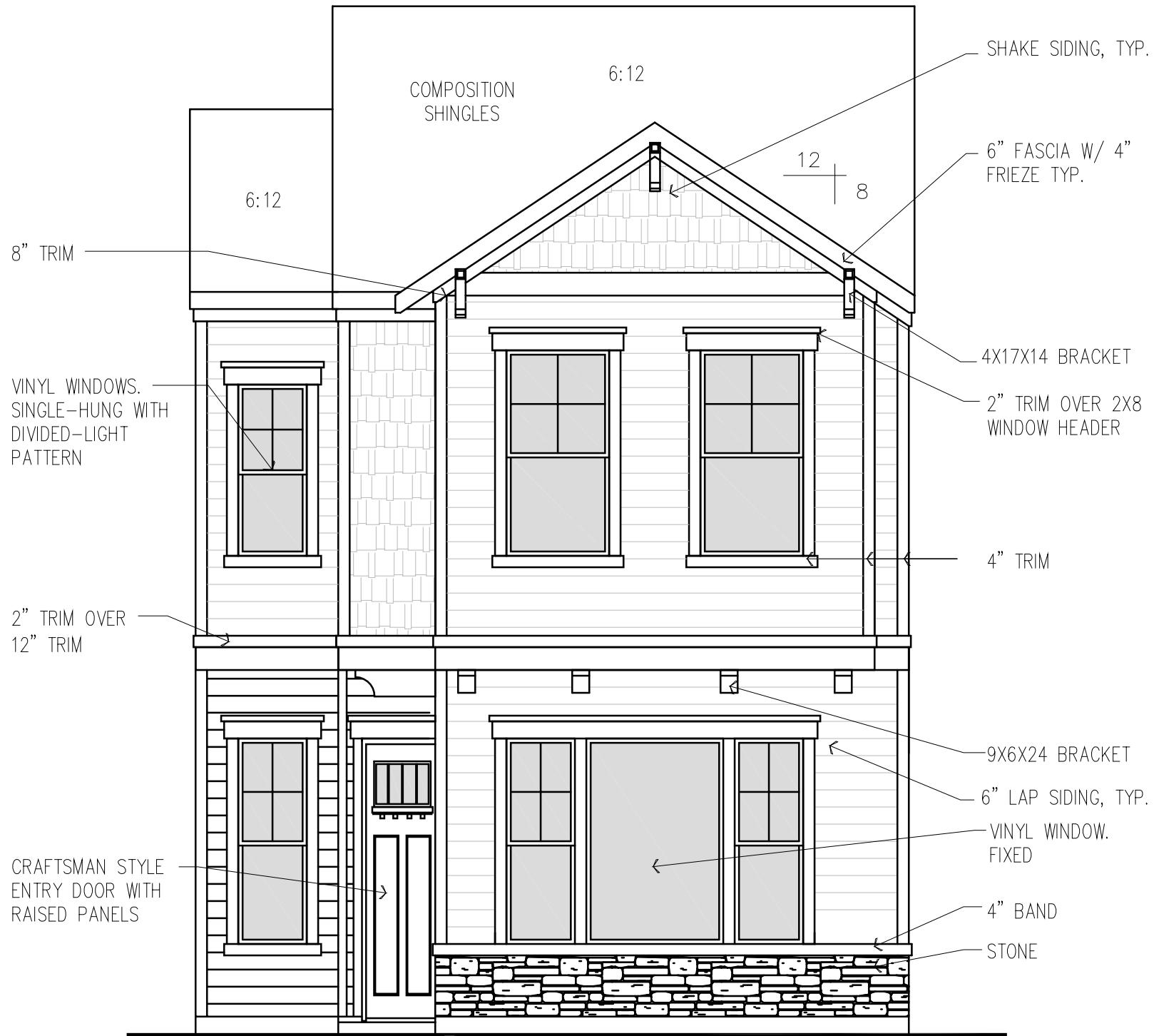
VILLEBOIS - COSTA CIRCLE WEST



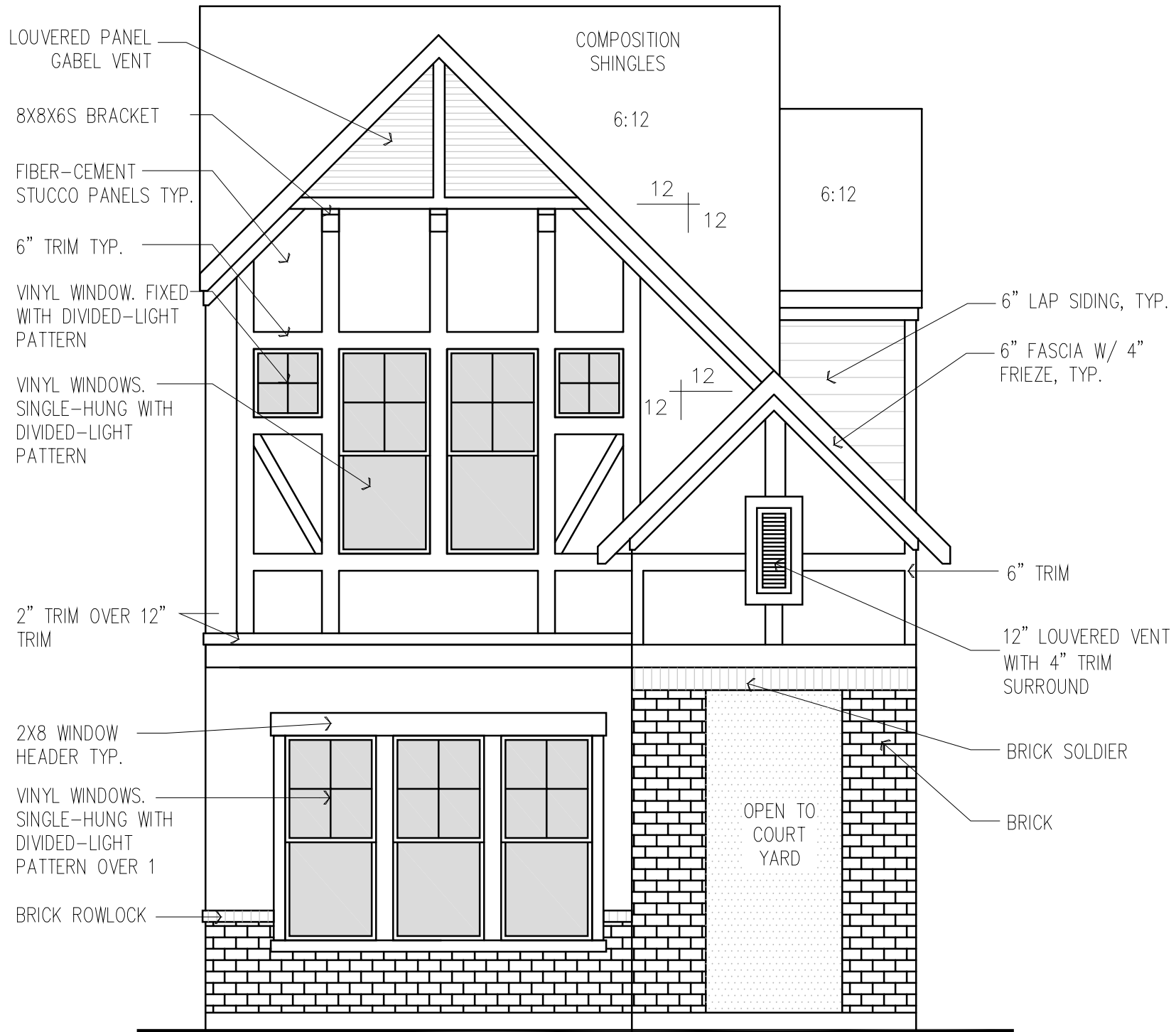
PORTLAND, OREGON

VILLEBOIS - VALENCIA LANE

David Weekley Homes



ELEVATION "A"



ELEVATION "B"

2'-0" HIGH CRAFTSMAN
BRACKET

AWNING- INCLUDES A 4x8
BEAM W/ ANGLED ENDS,
2'-0" HIGH CRAFTSMAN
BRACKETS, EXPOSED
RAFTERS

2X8 WINDOW HEADER

4" TRIM TYP.

BOARD AND BATTEN

4" TRIM TYP.

4" TRIM OVER 12" TRIM

6" LAP SIDING

2" TRIM OVER 2X8
WINDOW HEADER

SINGLE-HUNG WITH
2/2 DIVIDED-LIGHT
PATTERN

16" WIDE, 3-BOARD
BARN SHUTTER

COMPOSITION
SHINGLES

6:12

12
10

6" FASCIA W/ 4"
FRIEZE (12"
OVERHANG) TYP.

RAKED EAVES AT
10:12 ROOF

METAL GUTTER OVER
6" FASCIA
12" OVERHANG, TYP.

2" TRIM OVER 2X8
WINDOW HEADER

FIXED WINDOW W/ $\frac{2}{2}$ DIVIDED
LIGHT PATTERN

4X8X24 BRACKET W/
ANGLED ENDS

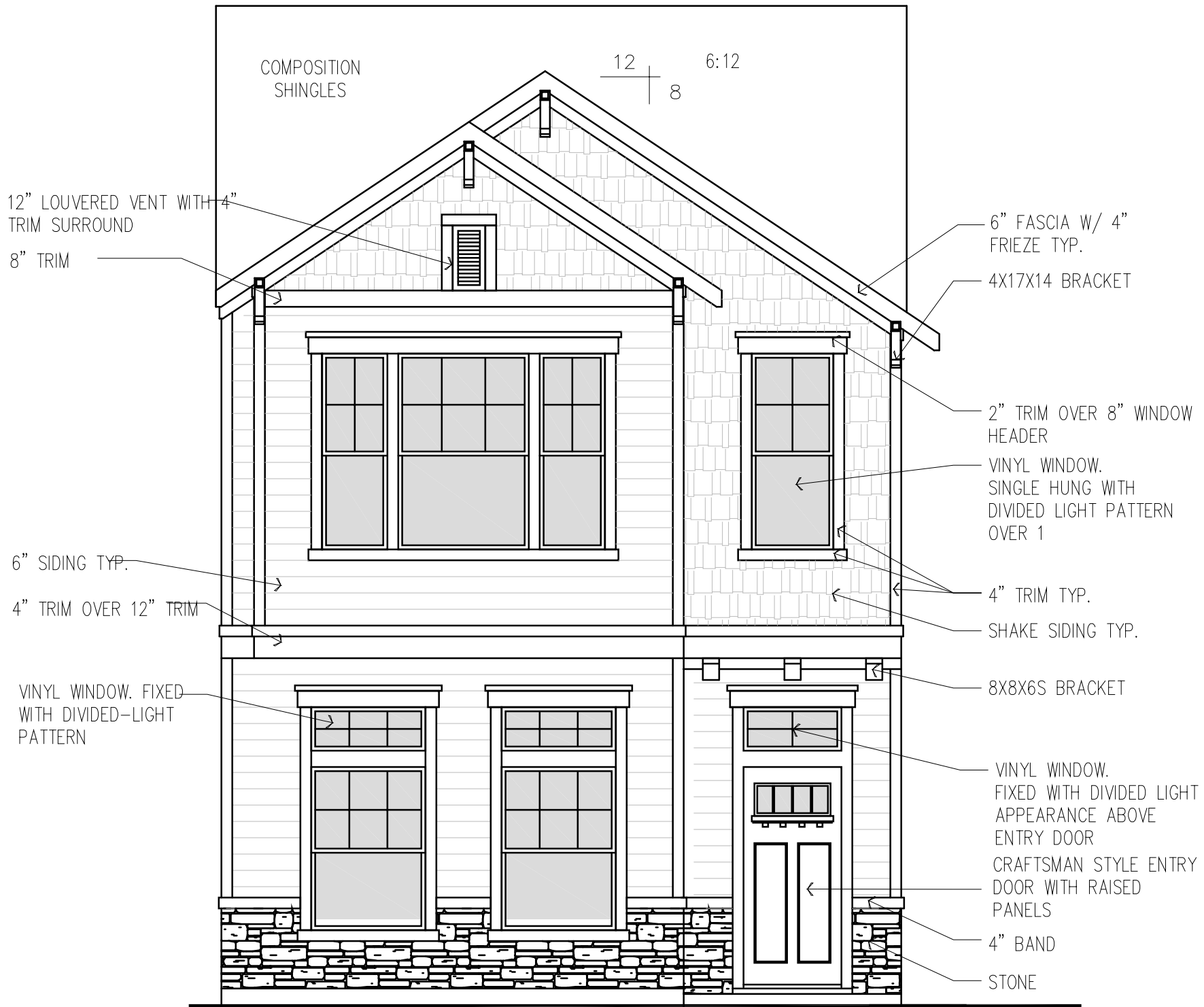
2" TRIM OVER 2X6
HEADER

24" WIDE, 4-BOARD
BARN SHUTTER

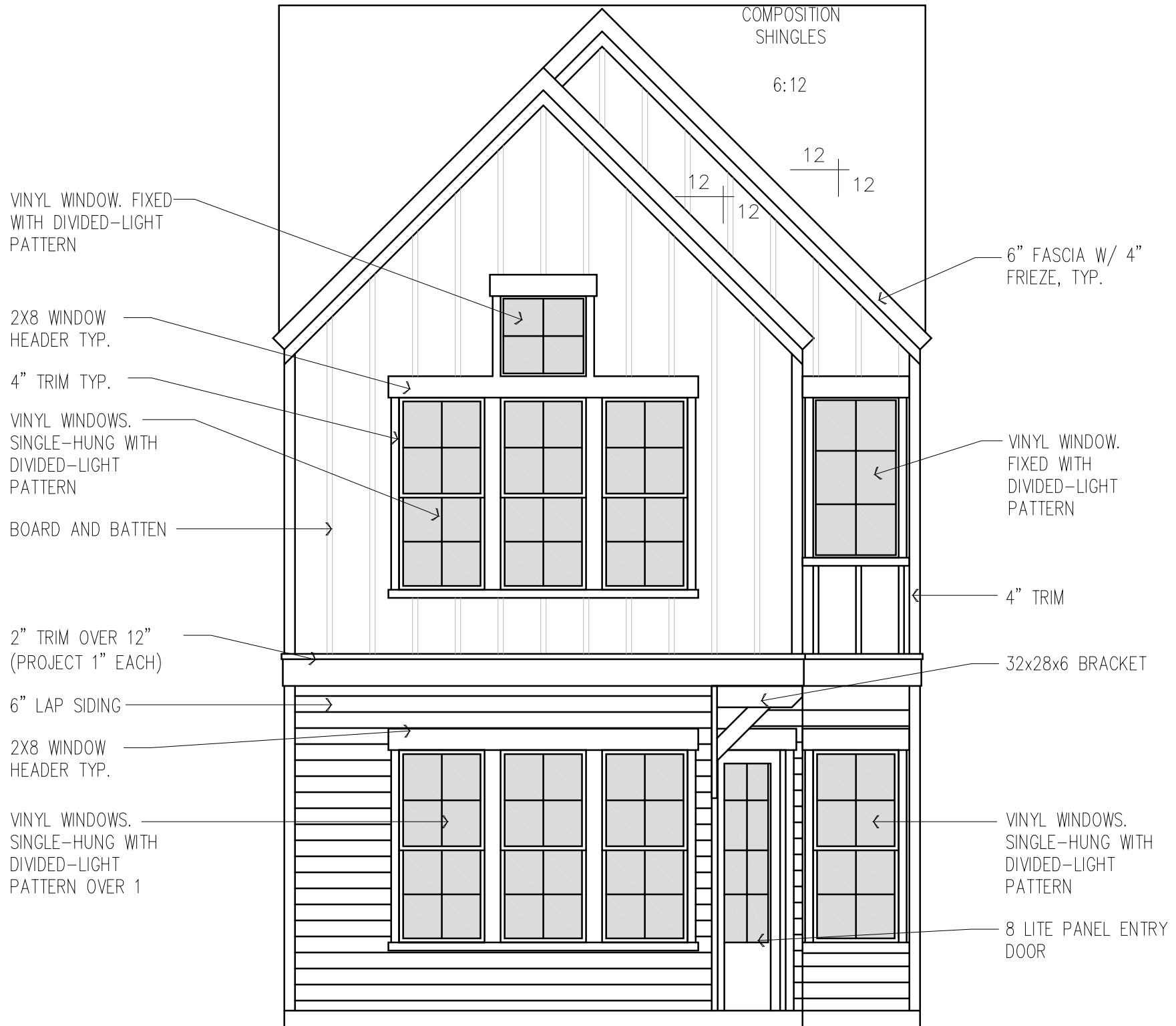
2x4 TRIM TYPICAL

HALF LITE WITH RAISED
PANEL ENTRY DOOR

ELEVATION "C"



ELEVATION "D"



ELEVATION "E"

12" LOUVERED VENT WITH 2" TRIM OVER 2X6 TRIM

4 TRIM TYP.

2X8 EYEBROW TRIM WITH ANGLED ENDS

4" TRIM TYP.

VINYL WINDOWS. SINGLE-HUNG WITH DIVIDED-LIGHT PATTERN OVER 1

BOARD AND BATTEN

6" TRIM TYP.

4" TRIM OVER 12" TRIM

6" LAP SIDING

2" TRIM OVER 2X8 WINDOW HEADER TYP.

VINYL WINDOWS. SINGLE-HUNG WITH DIVIDED-LIGHT PATTERN OVER 1

6:12
12
10

COMPOSITION SHINGLES

6" FASCIA W/ 4" FRIEZE, TYP.

METAL GUTTER OVER 6" FASCIA FLUSH OVERHANG, TYP.

4" TRIM

VINYL WINDOW. FIXED WITH DIVIDED LIGHT APPEARANCE

4X10X24 BRACKET

VINYL WINDOW. FIXED WITH DIVIDED LIGHT APPEARANCE ABOVE ENTRY DOOR

VINYL WINDOW. SINGLE HUNG WITH DIVIDED LIGHT PATTERN OVER 1

RAISED PANEL ENTRY DOOR

ELEVATION "F"

LOUVERED PANEL
GABLE VENT

8X8X6S BRACKET

COMPOSITION
SHINGLES

6:12

12
12

6" FASCIA W/ 4"
FRIEZE TYP.

FIBER-CEMENT
STUCCO PANELS TYP.

6" TRIM TYP.

VINYL WINDOWS.
SINGLE-HUNG WITH
DIVIDED-LIGHT
PATTERN

10" TRIM TYP.

STONE TYP.

8" BAND TYP.

6" BAND TYP.

4" BAND TYP.

4" TRIM

4" TRIM

6:12

18X24X6S BRACKET

VINYL WINDOW.
FIXED WITH DIVIDED LIGHT
APPEARANCE ABOVE
ENTRY DOOR

RAISED PANEL ENTRY
DOOR

10" WOOD COLUMN W/
4" TRIM AT TOP AND 6"
TRIM AT BOTTOM

ELEVATION "G"



21'-0" FRONT-SIDE COURTYARD



SIDE ELEVATION @ HIGH VISIBILITY CORNER LOT

Portland, OR

VILLEBOIS

David Weekley Homes



21'-0" REAR-LOAD



SIDE ELEVATION @ HIGH VISIBILITY CORNER LOT

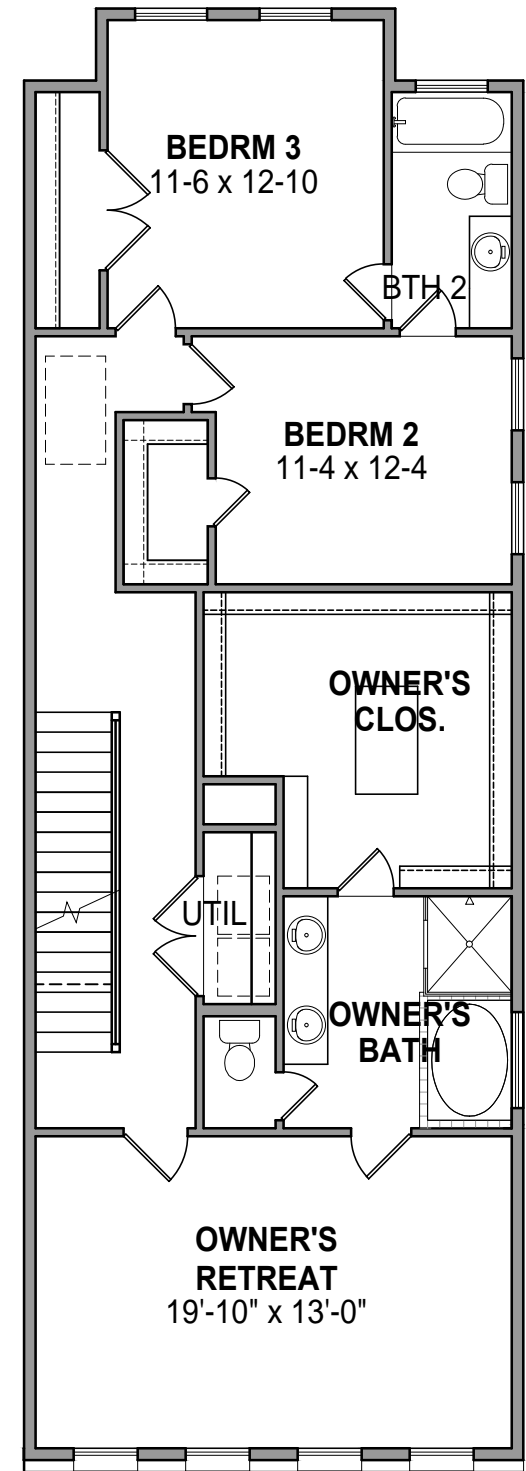
Portland, OR

VILLEBOIS

David Weekley Homes

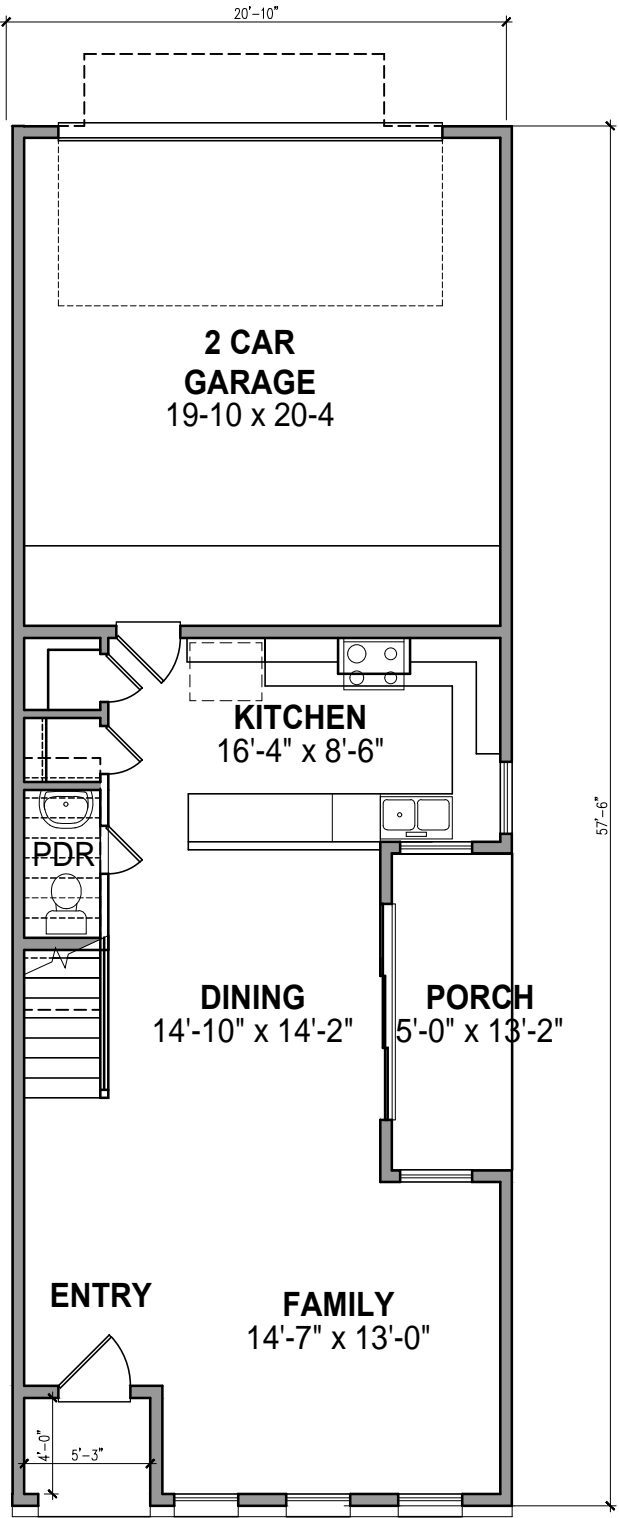
21'-0" FRONT-SIDE
COURTYARD

SQUARE FOOTAGE		
1ST FLOOR	=	688
2ND FLOOR	=	1245
TOTAL	=	1933



SECOND FLOOR

NOTE: ALL 2ND FLR. CEILING HEIGHTS
10'-0" UNLESS NOTED OTHERWISE



FIRST FLOOR

NOTE: ALL 1ST FLR. CEILING HEIGHTS
10'-0" UNLESS NOTED OTHERWISE

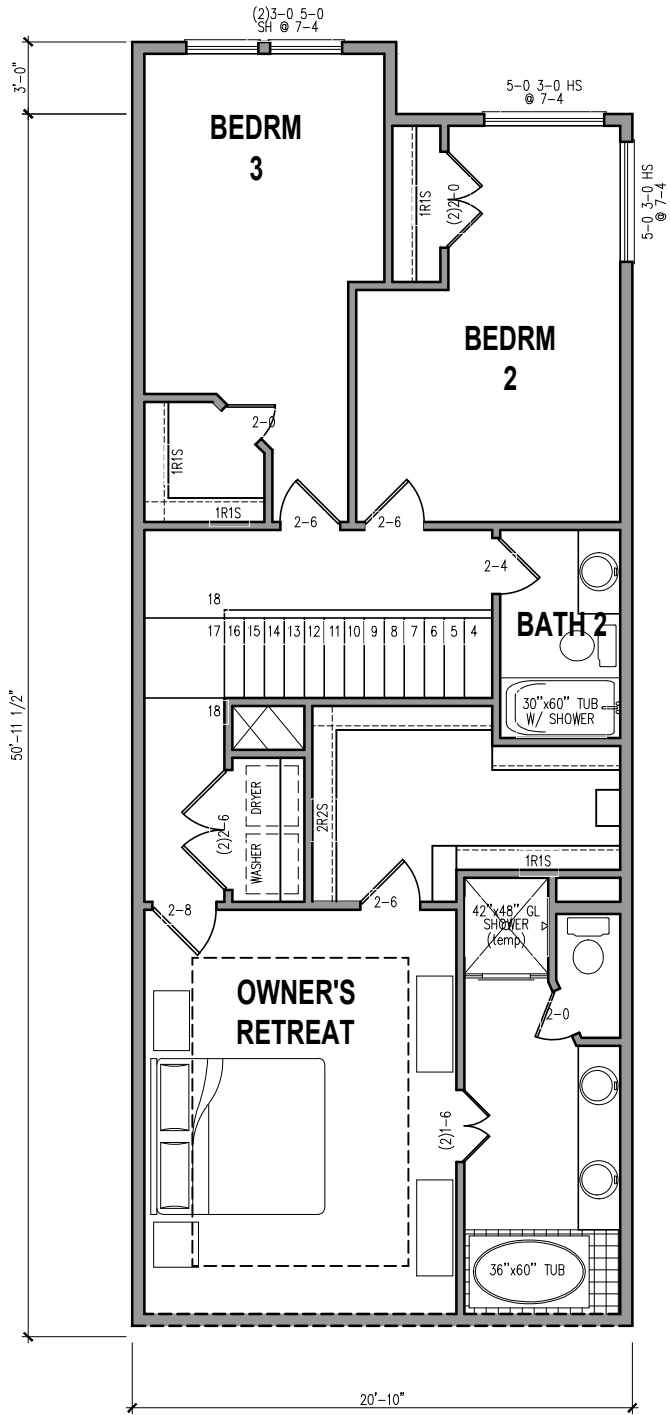
Portland, OR

VILLEBOIS

21'-0" REAR-LOAD

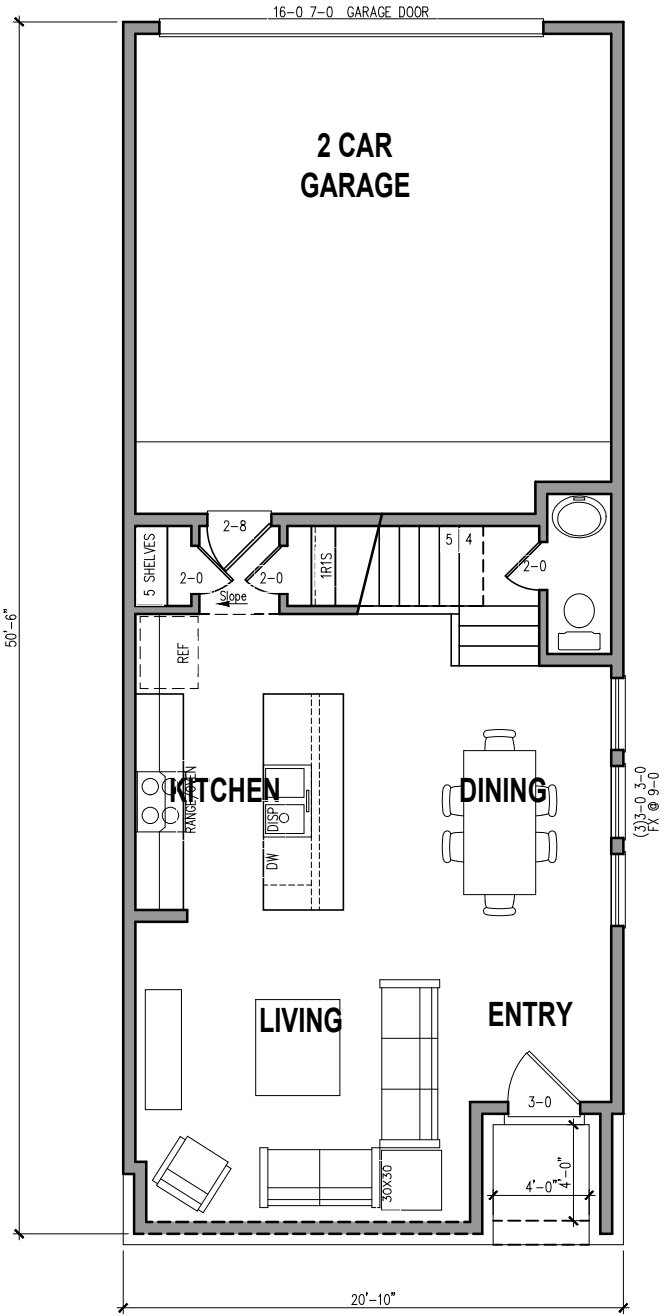
SQUARE FOOTAGE

1ST FLOOR	=	640
2ND FLOOR	=	1085
TOTAL	=	1725



SECOND FLOOR

NOTE: ALL 2ND FLR. CEILING HEIGHTS
10'-0" UNLESS NOTED OTHERWISE



FIRST FLOOR

NOTE: ALL 1ST FLR. CEILING HEIGHTS
10'-0" UNLESS NOTED OTHERWISE

Portland, OR

VILLEBOIS

David Weekley Homes

BERKSHIRE NO. 2

VILLEBOIS DETACHED ROW HOMES

PRELIMINARY DEVELOPMENT PLAN 11C

TL 3300, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 15 W.M.
CITY OF WILSONVILLE, OREGON

APPLICANT:

RCS - VILLEBOIS DEVELOPMENT, LLC
371 CENTENNIAL PKWY
LOUISVILLE, CO 80027
[P] 503-535-1615
CONTACT: RUDY KADLUB

PLANNER:

PACIFIC COMMUNITY DESIGN, INC
12564 SW MAIN STREET
TIGARD, OR 97223
[P] 503-941-9484
CONTACT: STACY CONNERY, AICP

CIVIL ENGINEER:

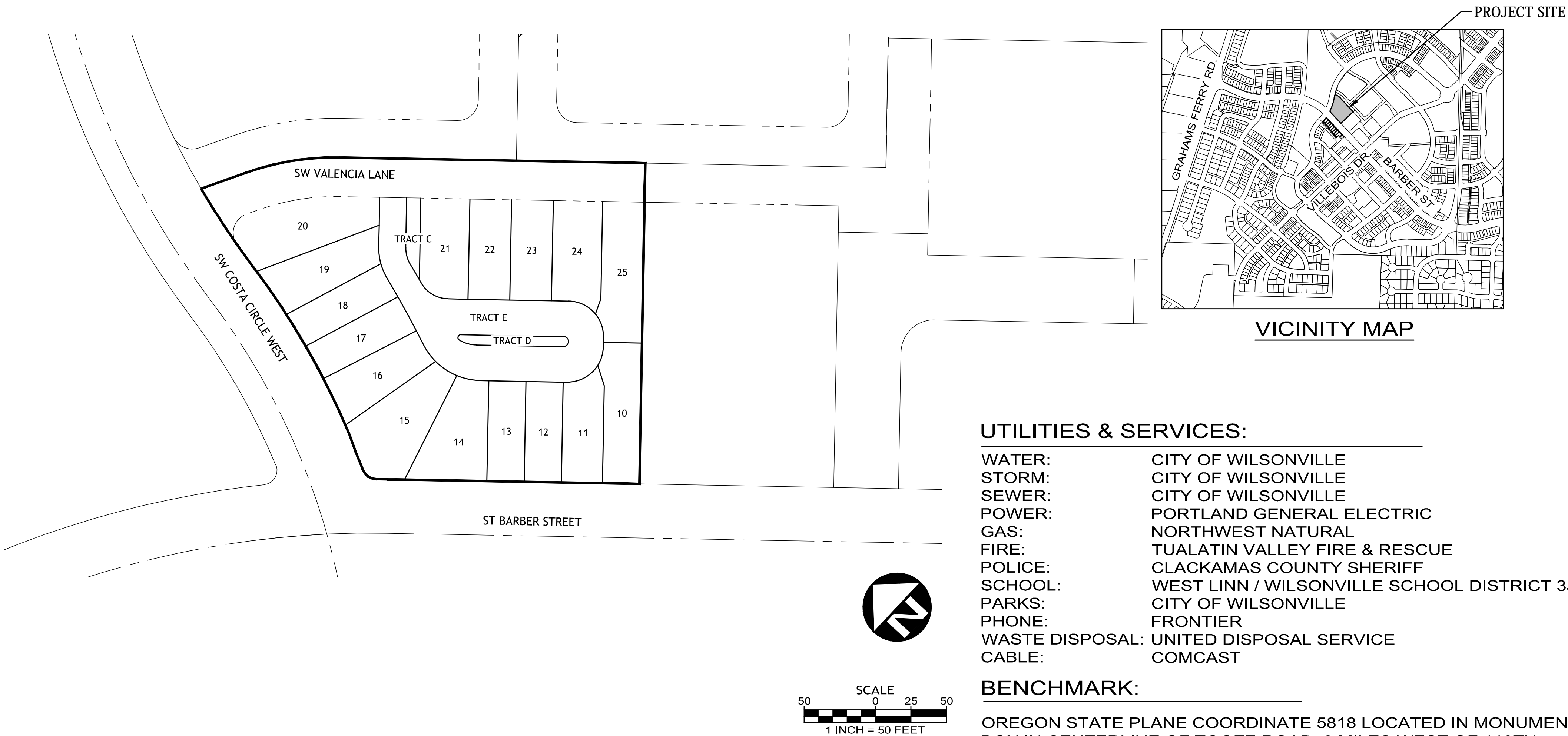
PACIFIC COMMUNITY DESIGN, INC
12564 SW MAIN STREET
TIGARD, OR 97223
[P] 503-941-9484
CONTACT: JESSIE KING, PE

SURVEYOR:

PACIFIC COMMUNITY DESIGN, INC
12564 SW MAIN STREET
TIGARD, OR 97223
[P] 503-941-9484
CONTACT: TRAVIS JANSEN, PLS, PE

LANDSCAPE ARCHITECT:

PACIFIC COMMUNITY DESIGN, INC
12564 SW MAIN STREET
TIGARD, OR 97223
[P] 503-941-9484
CONTACT: KERRY LANKFORD, RLA, CLARB



UTILITIES & SERVICES:

WATER:	CITY OF WILSONVILLE
STORM:	CITY OF WILSONVILLE
SEWER:	CITY OF WILSONVILLE
POWER:	PORTLAND GENERAL ELECTRIC
GAS:	NORTHWEST NATURAL
FIRE:	TUALATIN VALLEY FIRE & RESCUE
POLICE:	CLACKAMAS COUNTY SHERIFF
SCHOOL:	WEST LINN / WILSONVILLE SCHOOL DISTRICT 3JT
PARKS:	CITY OF WILSONVILLE
PHONE:	FRONTIER
WASTE DISPOSAL:	UNITED DISPOSAL SERVICE
CABLE:	COMCAST

BENCHMARK:

OREGON STATE PLANE COORDINATE 5818 LOCATED IN MONUMENT BOX IN CENTERLINE OF TOOZE ROAD .2 MILES WEST OF 110TH.

ELEVATION DATUM: NAVD 88, ELEVATION = 202.991

SHEET INDEX:

- | | |
|----|--|
| 1 | COVER SHEET |
| 2 | EXISTING CONDITIONS |
| 3 | SITE / LAND USE PLAN |
| 4 | PRELIMINARY PLAT |
| 5 | PRELIMINARY GRADING & EROSION CONTROL PLAN |
| 6 | COMPOSITE UTILITY PLAN |
| 7 | CIRCULATION PLAN & STREET SECTIONS |
| 8 | PARKING PLAN |
| 9 | TREE PRESERVATION PLAN |
| 10 | MASTER FENCING PLAN |
| L1 | PLANTING PLAN, NOTES & PLANTING DETAILS |
| L2 | TYPICAL FRONT YARD PLANTING PLAN |



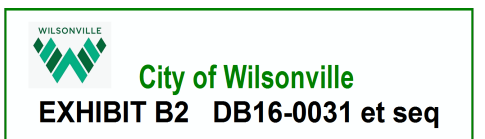
12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

REVISIONS		
NO.	DATE	DESCRIPTION

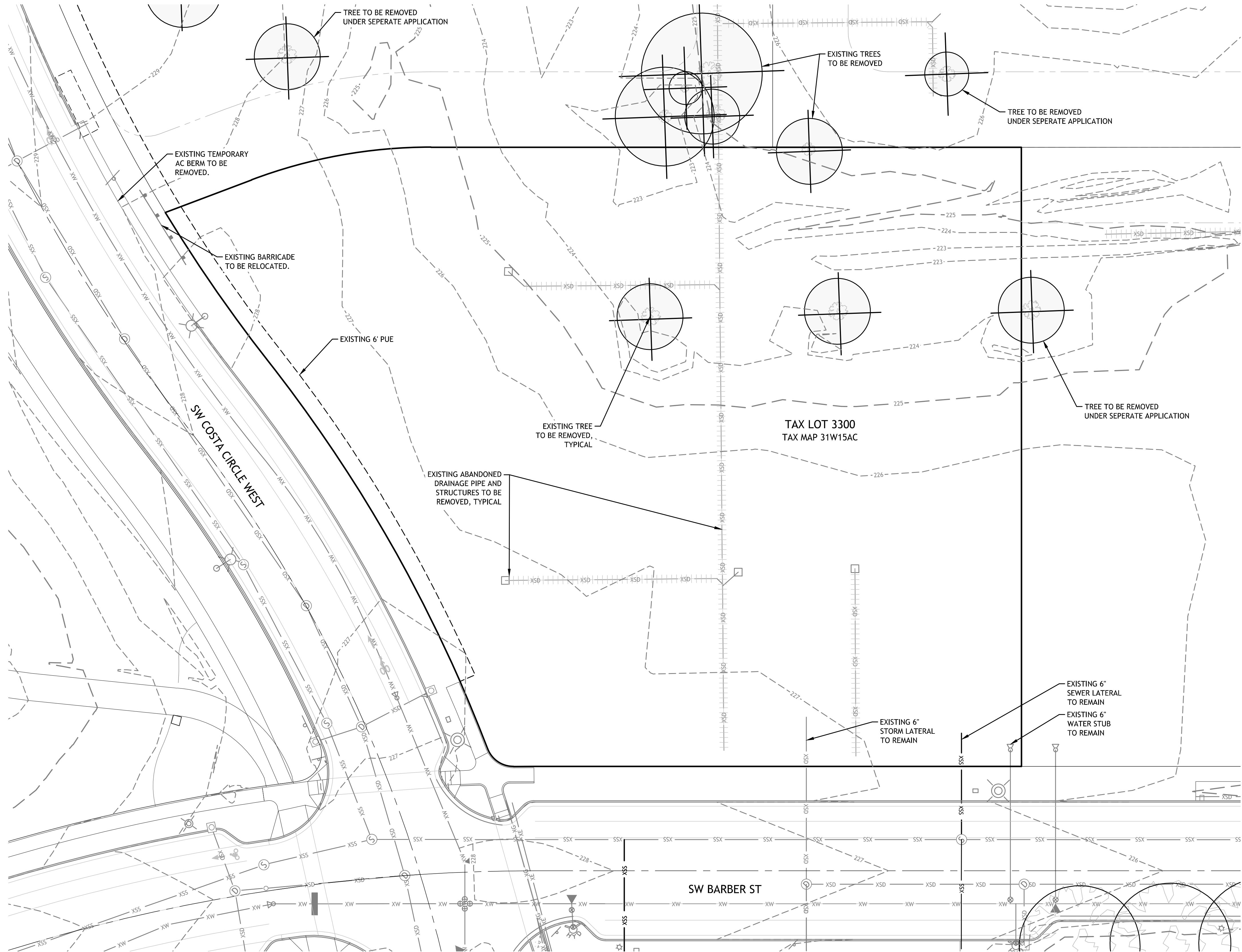
BERKSHIRE
NO. 2
PDP- 11C

COVER
SHEET



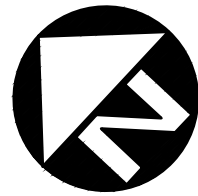
PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

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LEGEND

---	EASEMENT LINES
---	EXISTING RIGHT-OF-WAY
---	EXISTING CENTERLINE
---	EXISTING PROPERTY LINE
---	EXISTING BOUNDARY LINE
---	EXISTING SIDEWALK
---	EX 1-FOOT CONTOURS
---	EX 5-FOOT CONTOURS
---	EX SANITARY SEWER
---	EX STORM DRAIN
---	EX WATER LINE
---	EX GAS LINE
---	EX BURIED POWER LINE
---	EX OVERHEAD POWER LINE
---	EX CABLE TV LINE
---	EX TELEPHONE LINE
---	EX SANITARY MANHOLE
---	EX SANITARY CLEANOUT
---	EX STORM MANHOLE
---	EX AREA DRAIN
---	EX CURB INLET
---	EX STORM CLEANOUT
---	EX FIRE HYDRANT
---	EX WATER METER
---	EX WATER VALVE
---	EX BLOW-OFF
---	EX AIR RELEASE VALVE
---	EX GAS VALVE
---	EX CABLE RISER
---	EX TELEPHONE RISER
---	EX LIGHT POLE
---	EXISTING FENCE
---	EXISTING ELECTRIC VAULT
---	EXISTING RETAINING WALL
---	EX TREES TO REMAIN
---	DRAINAGE SLOPE DIRECTION



SCALE
0 10 20
1 INCH = 20 FEET



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 07/12/2016

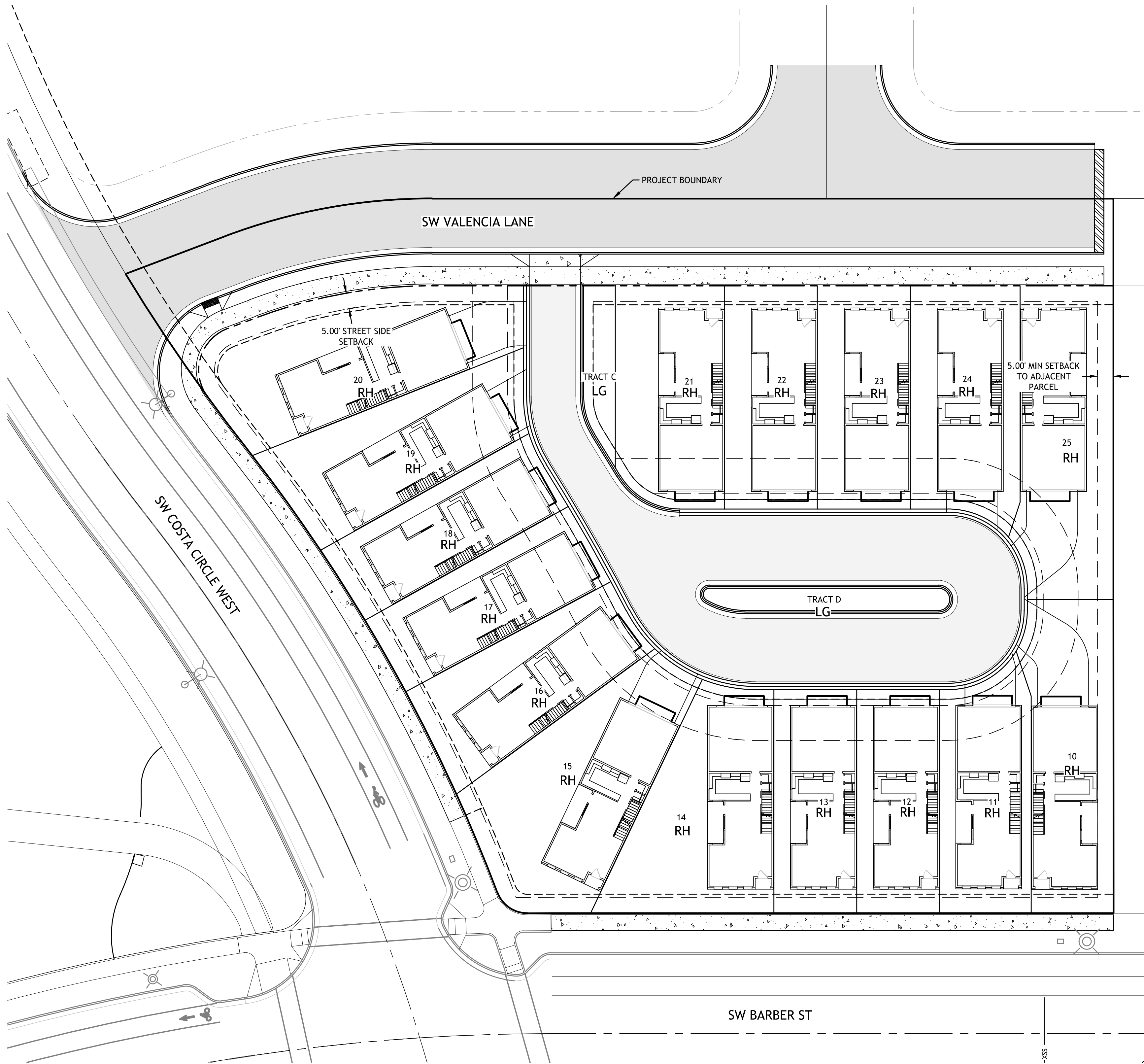
REVISIONS		
NO.	DATE	DESCRIPTION

BERKSHIRE
NO. 2
PDP- 11C

EXISTING
CONDITIONS &
DEMOLITION
PLAN

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

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LEGEND

- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED CURB AND GUTTER
- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED BUILDING SETBACK
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PDP BOUNDARY LINE
- PROPOSED HANDICAP RAMP
- PROPOSED A.C. PAVING
- PROPOSED SIDEWALK
- PROPOSED SIDEWALK BY OTHERS
- EXISTING SIDEWALK

LEGEND:

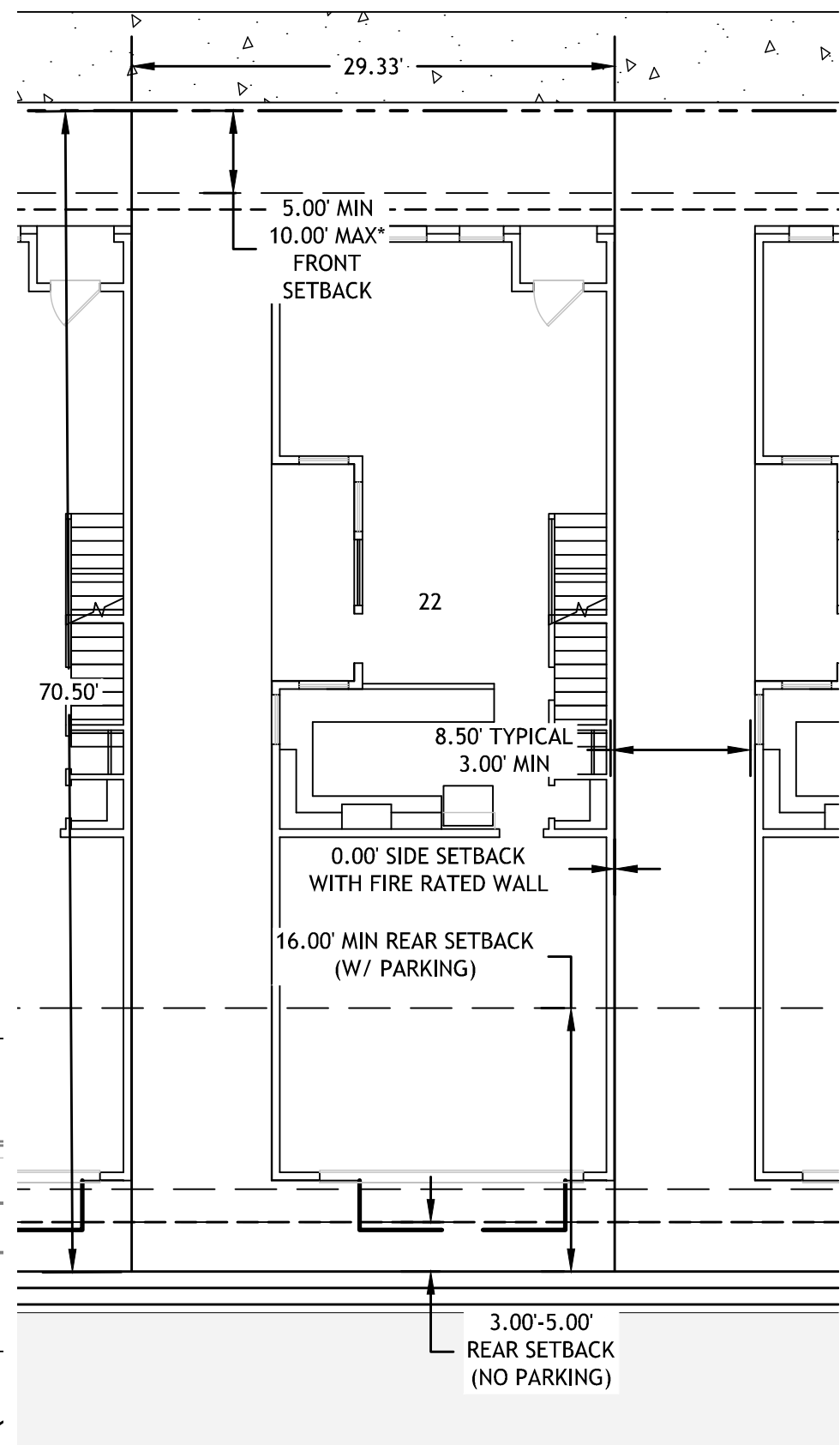
- RH ROW HOUSE LOTS
- LG LINEAR GREEN SPACE

LOT COUNT:

16	ROW HOUSE LOTS
16	TOTAL

LAND AREA TABLE:

TOTAL AREA	1.29 AC
PUBLIC STREETS:	0.20 AC
LINEAR GREEN SPACE:	0.03 AC
LOTS & ALLEYS:	1.06 AC
AVG. DENSITY PER NET ACRE:	
16 / 1.06 =	16.00 UNITS / AC



TYPICAL LOT PLAN

DATE: 07/12/2016

REVISIONS

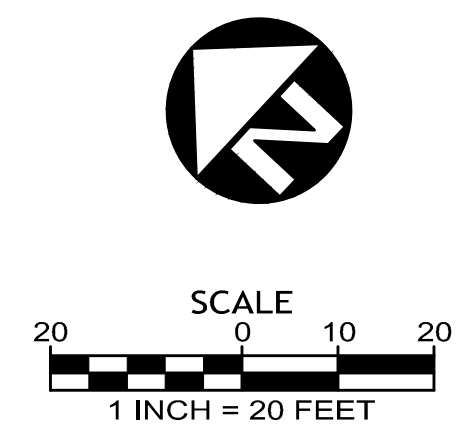
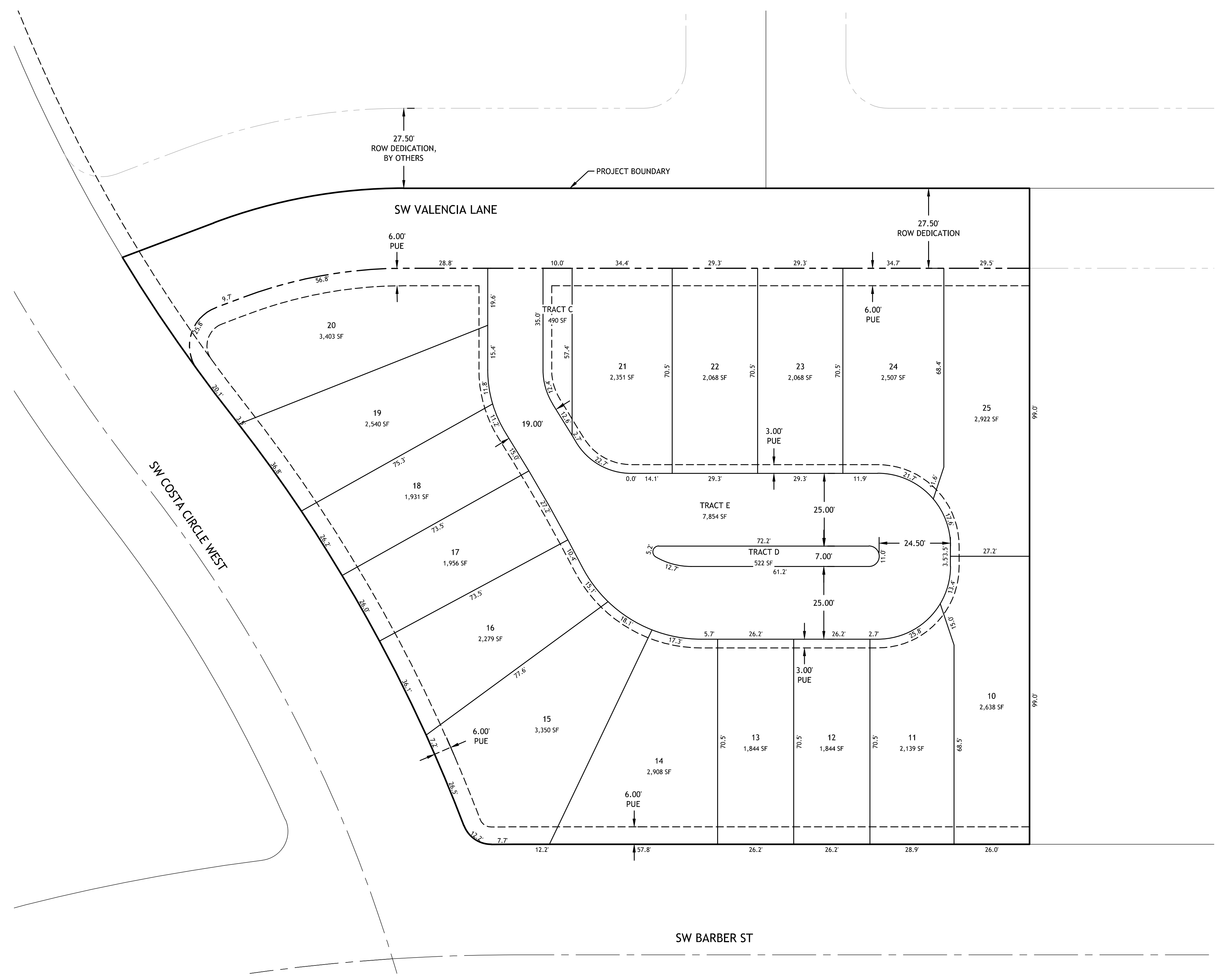
NO. DATE DESCRIPTION

BERKSHIRE
NO. 2
PDP- 11C

SITE &
LAND USE
PLAN

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

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BERKSHIRE
NO. 2
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PRELIMINARY
PLAT

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

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LEGEND:

- 324 --- EX 2-FT CONTOUR
- 320 --- EX 10-FT CONTOUR
- 324 --- FG 2-FT CONTOUR
- 320 --- FG 10-FT CONTOUR
- PROPOSED RETAINING WALL
- GRADING LIMITS
- EXISTING FENCE
- XX SEDIMENT FENCE
- WATTLES
- EX TREES TO REMAIN

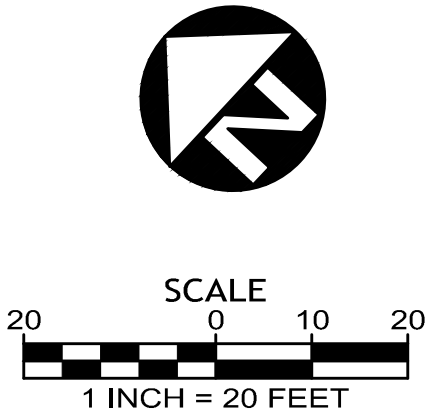
REVISIONS

NO.	DATE	DESCRIPTION
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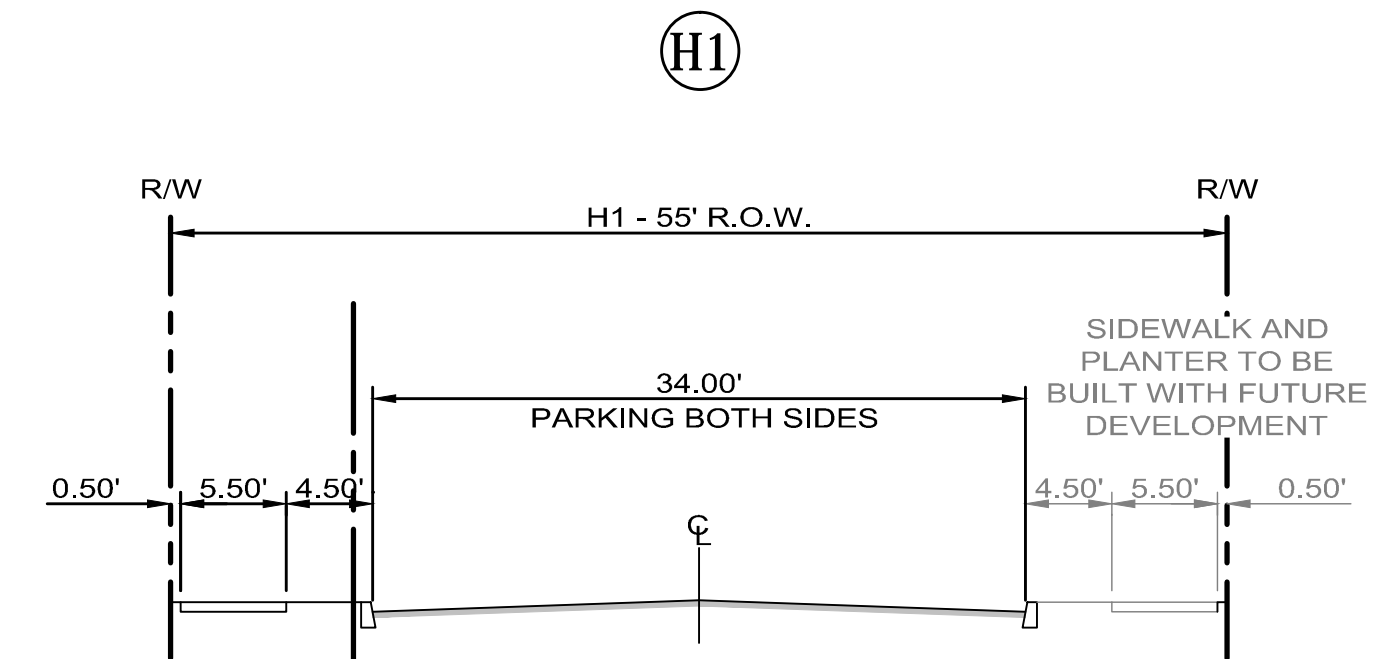
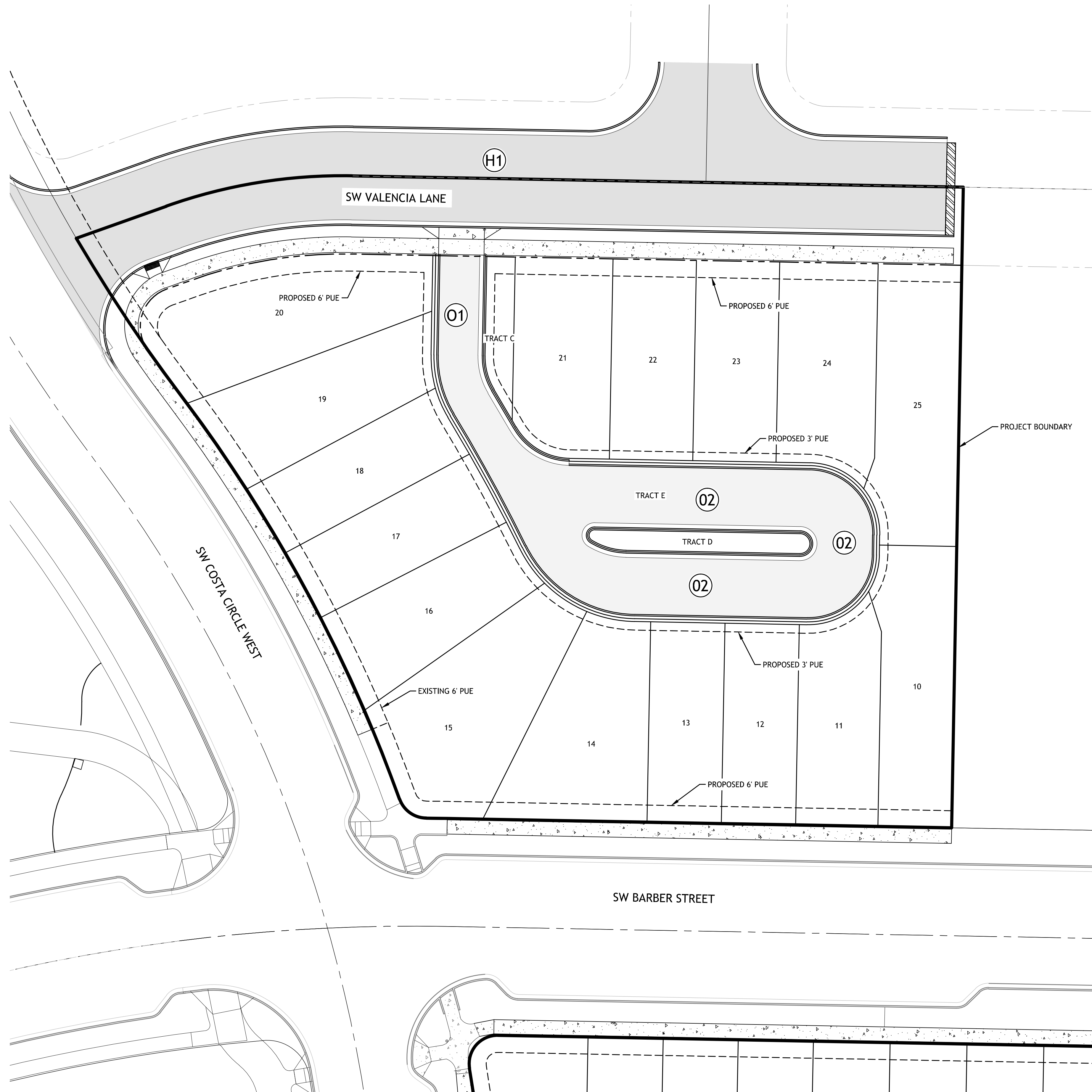
**BERKSHIRE
NO. 2
PDP- 11C**

**PRELIMINARY
GRADING
PLAN**

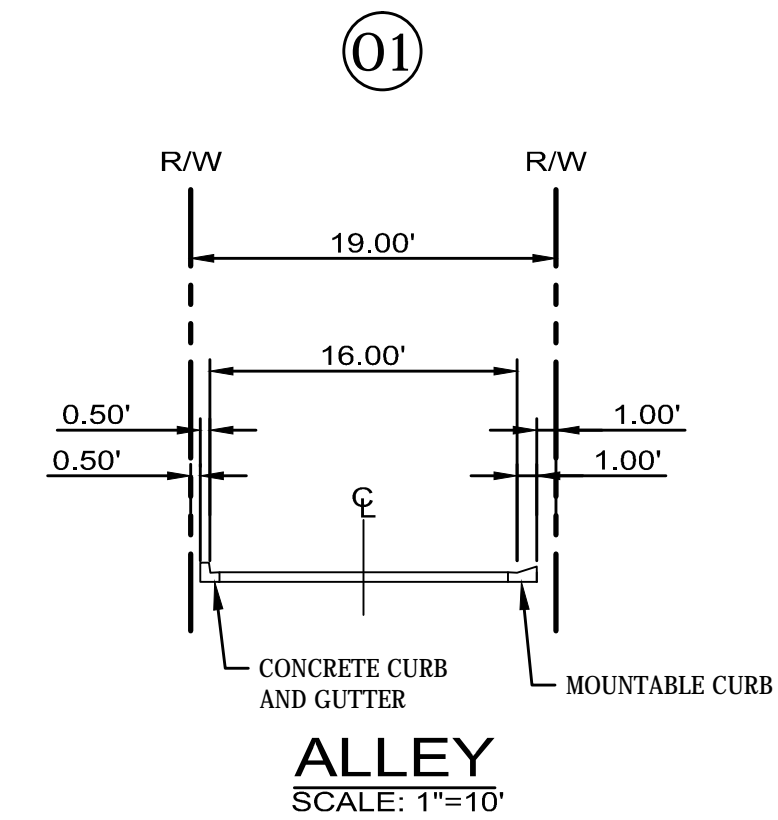
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TYPE:	PLANNING
REVIEWED BY:	PRE



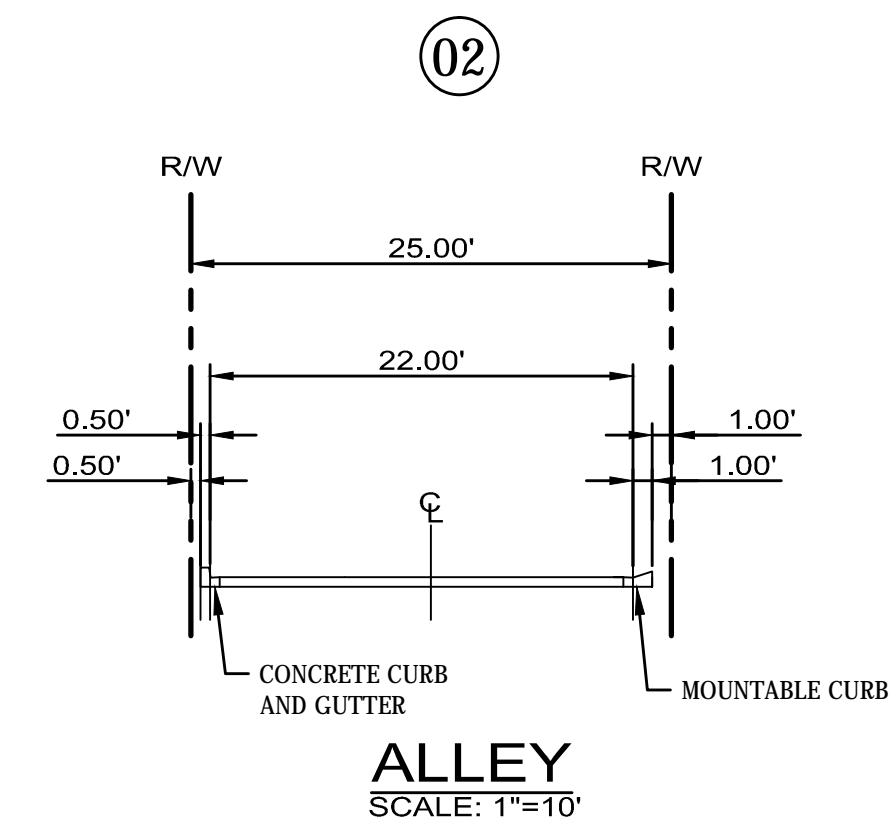
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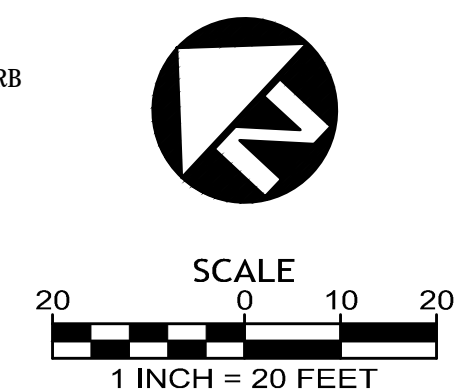
**RESIDENTIAL
VILLAGE CENTER**
SCALE: 1"=10'



ALLEY
SCALE: 1"=10'



ALLEY
SCALE: 1"=10'



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DATE: 07/12/2016

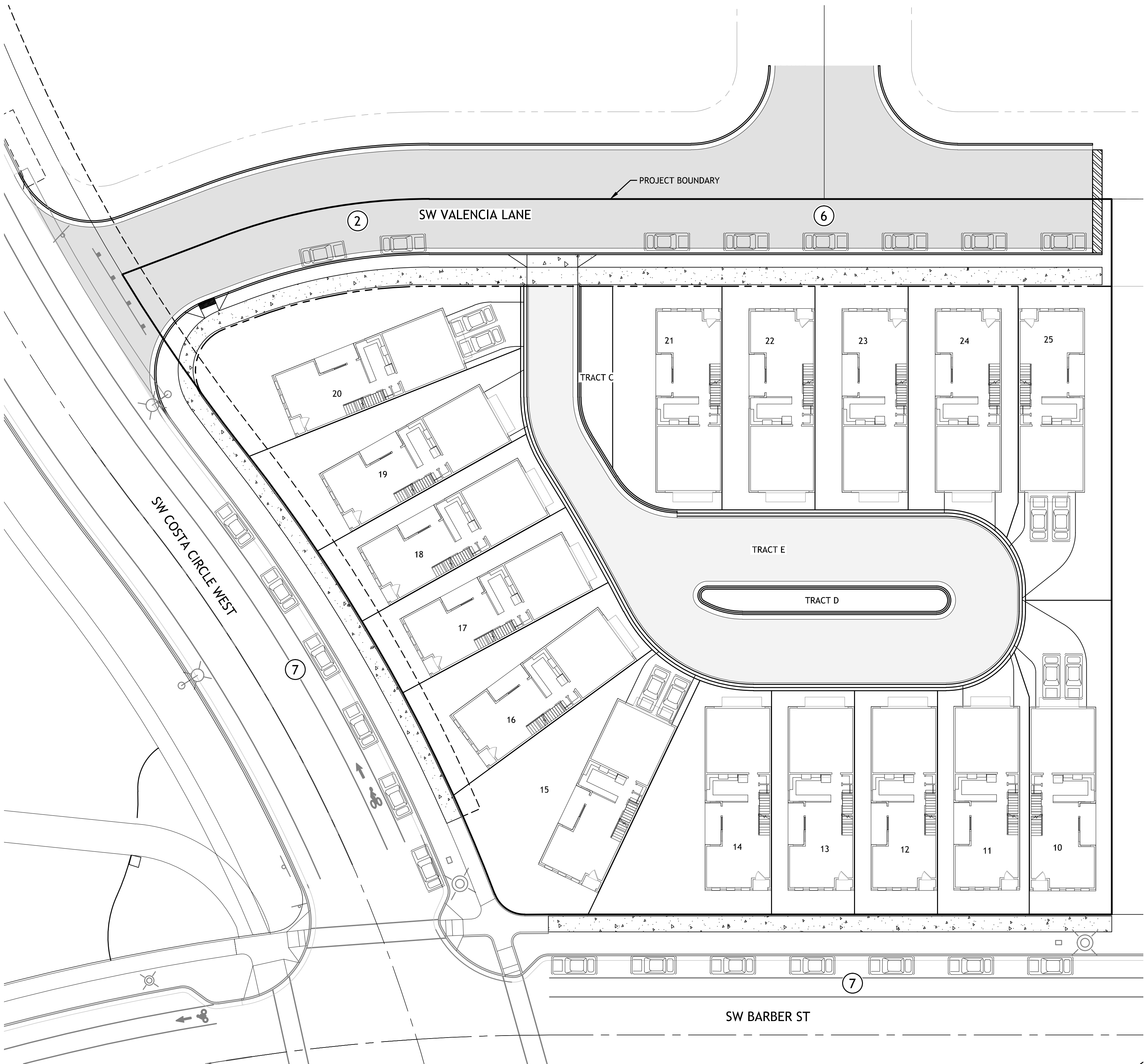
REVISIONS		
NO.	DATE	DESCRIPTION

**BERKSHIRE
NO. 2
PDP- 11C**

**CIRCULATION
PLAN &
STREET
SECTIONS**

PROJECT NO.: 398-061
TYPE: PLANNING
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N:\proj\398-061\09 Drawings\03 Planning\Sheets - Planning\Submit\N\PD\11C\398061.PDF\11C. (8)PARKING.dwg - SHEET: 22x34 Aug 05, 2016 - 3:56pm brian



LEGEND

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

PROPOSED CURB AND GUTTER

PROPOSED PROPERTY LINE

EXISTING PROPERTY LINE

PROPOSED HANDICAP RAMP

PROPOSED SIDEWALK

EXISTING SIDEWALK

PARKING SPACE

OFF STREET PARKING

REQUIRED		
• ROW HOUSES:		
16 UNITS AT 1 SPACE/UNIT =		16 SPACES
PROVIDED		
• ROW HOUSES:		
12 - UNITS W/2 CAR GARAGE =		24 SPACES
4 - UNITS W/2 CAR GARAGE		
AND 2 DRIVEWAY SPACES =		16 SPACES
		40 SPACES

ON STREET PARKING

PROVIDED		
• ROW HOUSES:		
•• COSTA CIRCLE WEST:		7 SPACES
•• VALENCIA LANE:		8 SPACES
•• BARBER ST:		7 SPACES
		22 SPACES

TOTAL PARKING REQUIRED: 16 SPACES

TOTAL PARKING PROVIDED: 60 SPACES

SCALE

20

0

10

20

1 INCH = 20 FEET

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NO.	DATE	DESCRIPTION
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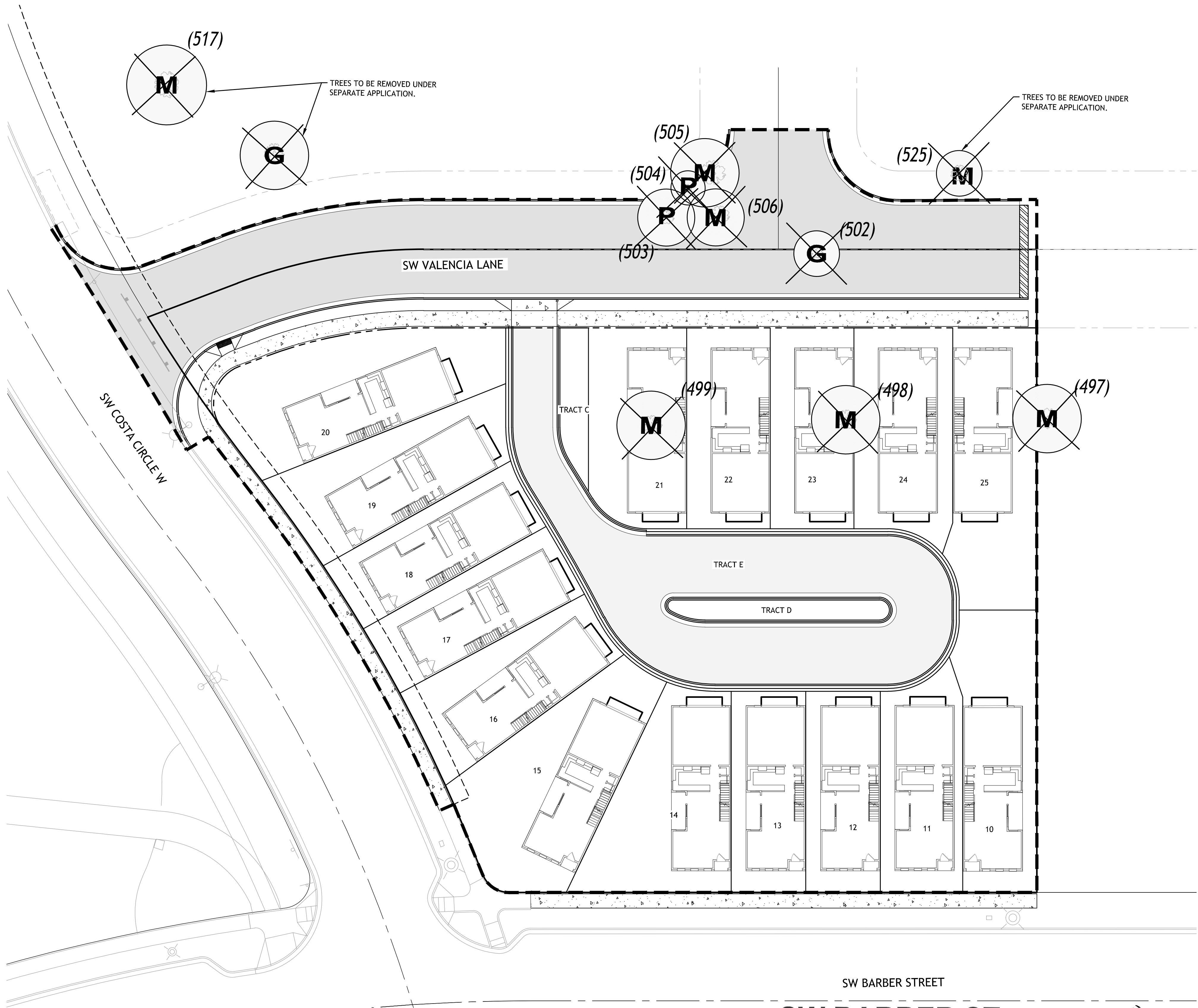
BERKSHIRE
NO. 2
PDP- 11C

PARKING
PLAN

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

8

N:\proj\398-061\09 Drawings\03 Planning\Sheets - Planning\Submit\tr\PDP-11C\398061.PDF11C. (9)TREEPRES.dwg - SHEET: TREE PRES Aug 05, 2016 - 4:11pm brian



LEGEND:

- | | |
|----|-------------------------------------|
| I | IMPORTANT |
| G | GOOD |
| M | MODERATE |
| P | POOR |
| NE | NOT EXAMINED |
| | EXISTING TREES TO REMAIN |
| | EXISTING TREES LIKELY TO BE REMOVED |
| | EXISTING TREES TO BE REMOVED |
| | TREE PROTECTION FENCING |
| | GRADING LIMITS |

NOTES

ALL CONSTRUCTION AND GRADING WITHIN TREE PROTECTION ZONE IS TO BE COMPLETED UNDER DIRECT SUPERVISION OF PROJECT ARBORIST. CONTACT: MORGAN HOLAN PHONE: 503-646-4349

THE INTENT OF THE PLAN IS TO RETAIN AND INCORPORATE THE MAXIMUM QUANTITY OF TREES WITH IMPORTANT, GOOD, AND MODERATE CLASSIFICATIONS. THE FOLLOWING CLASSIFICATION SYSTEM WAS USED:

CLASSIFICATION METHOD:
TREES WERE RATED BASED ON THE FOLLOWING CONSIDERATIONS:

1. HEALTH
2. SPECIES (NATIVES WITH HABITAT AND ECOSYSTEM VALUE)
3. COMPATIBILITY WITH DEVELOPMENT
4. FORM / VISUAL INTEREST / MATURE SIZE

TREES RANKED AS IMPORTANT WERE RATED HIGH IN ALL FOUR AREAS.

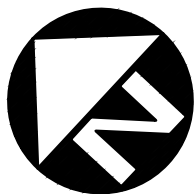
TREES IN THE GOOD CATEGORY HAD GOOD HEALTH AND WERE A DESIRABLE SPECIES, BUT HAD IRREGULAR FORM OR LESS COMPATIBILITY WITH DEVELOPMENT.

TREES IN THE MODERATE CATEGORY HAD GOOD TO MODERATE HEALTH AND FORM, BUT WERE A LESS DESIRABLE SPECIES OR MAY BE LESS COMPATIBLE WITH DEVELOPMENT.

TREES IN THE POOR CATEGORY HAD POOR HEALTH AND/OR SUBSTANTIAL DAMAGE.

NOTES:

1. THE INFORMATION PROVIDED WITHIN THE PROJECT BOUNDARY IS BASED ON AN ON-SITE EVALUATION OF THE EXISTING TREES BY ARBORIST MORGAN HOLAN AND WAS PROVIDED IN A TREE REPORT INCLUDED WITH THE APPLICATION MATERIALS.



SCALE
20 0 10 20
1 INCH = 20 FEET



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BERKSHIRE
NO. 2
PDP- 11C

TREE
PRESERVATION
PLAN
















PROJECT NO.:	398-061
TYPE:	PLANNING
REVIEWED BY:	PRE

9

REVISIONS

NO.	DATE	DESCRIPTION
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LEGEND:

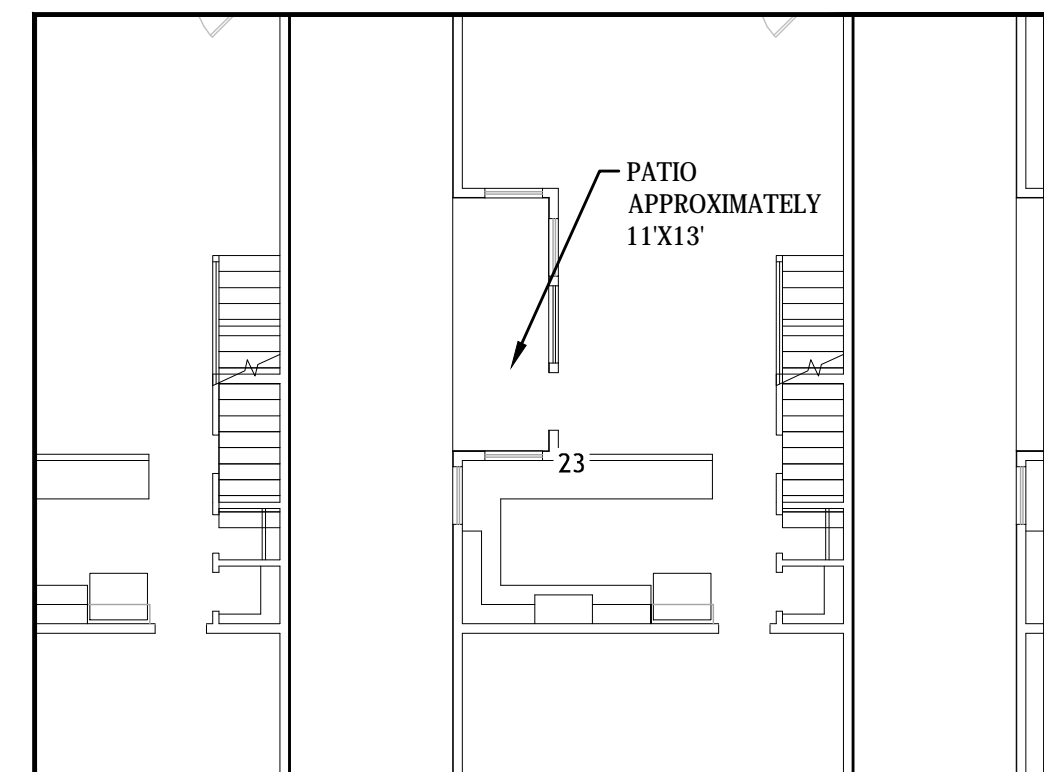
	PROPOSED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	PROPOSED CURB AND GUTTER
	PROPOSED CENTERLINE
	EXISTING CENTERLINE
	PROPOSED PUBLIC UTILITY EASEMENT
	PROPOSED BUILDING SETBACK
	PROPOSED PROPERTY LINE
	EXISTING PROPERTY LINE
	PDP BOUNDARY LINE
	PROPOSED HANDICAP RAMP
	PROPOSED A.C. PAVING
	PROPOSED SIDEWALK
	PROPOSED SIDEWALK BY OTHERS
	EXISTING SIDEWALK

LEGEND:

 PROPOSED 6-FT SOLID FENCE
 PROPOSED 3-FT PARTIALLY TRANSPARENT FENCE - OPTIONAL

FENCE NOTES:

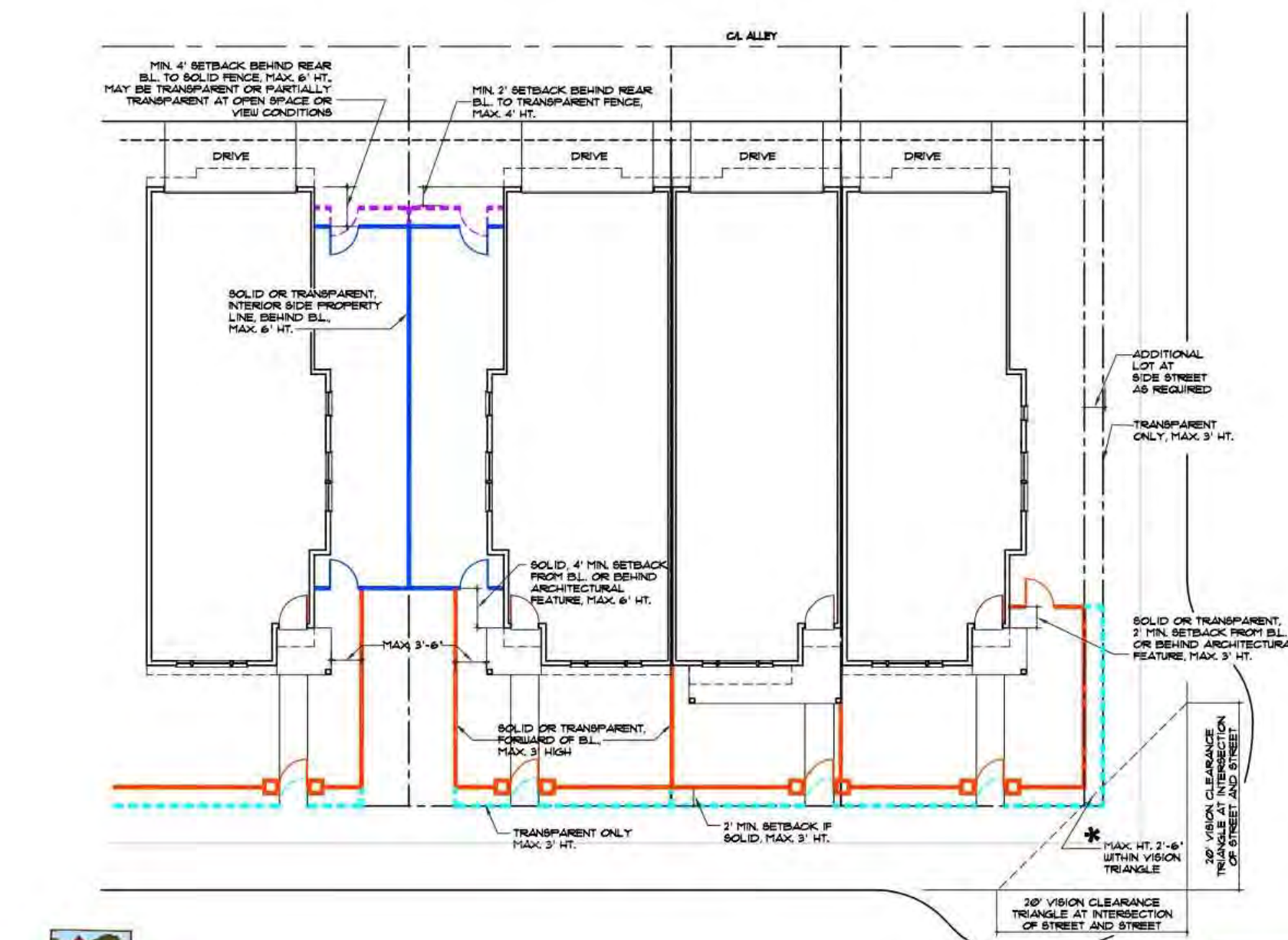
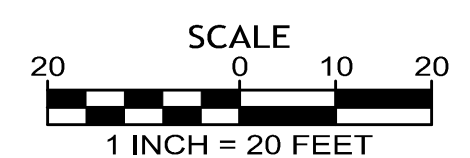
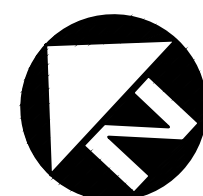
1. REFER TO THE SAP CENTRAL PATTERN BOOK AND THE VILLEBOIS VILLAGE CENTER ARCHITECTURAL STANDARDS FOR APPROVED FENCE MATERIALS AND STYLES.
2. FOR MINIMUM AND MAXIMUM FENCE SETBACKS REFER TO FENCING LOT DIAGRAM, THIS SHEET.



DETAIL 1

MASTER FENCING PLAN

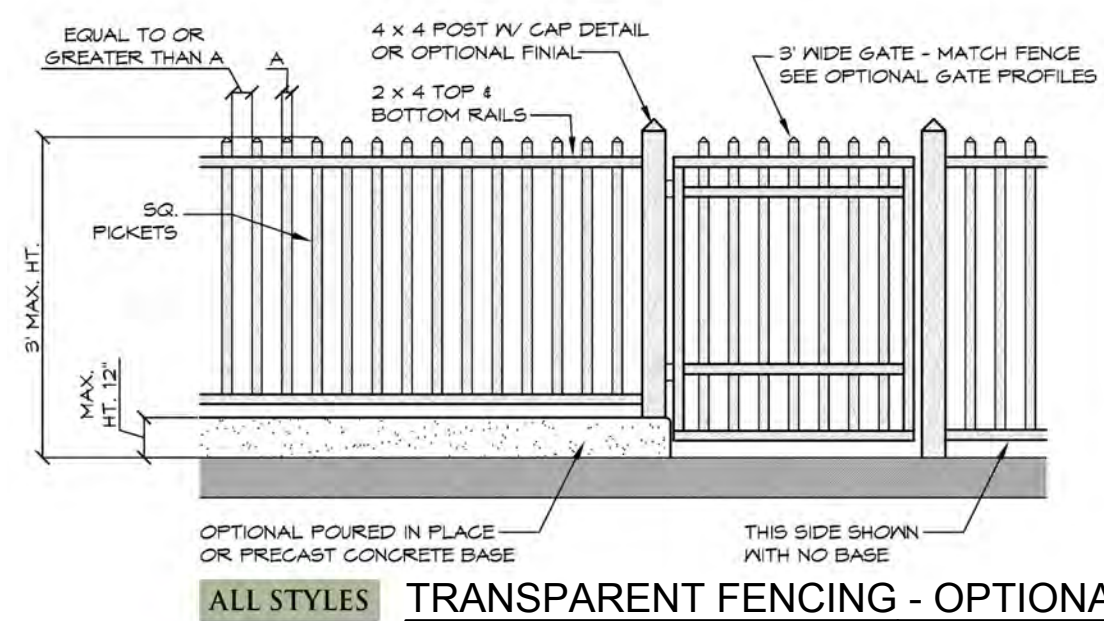
PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE



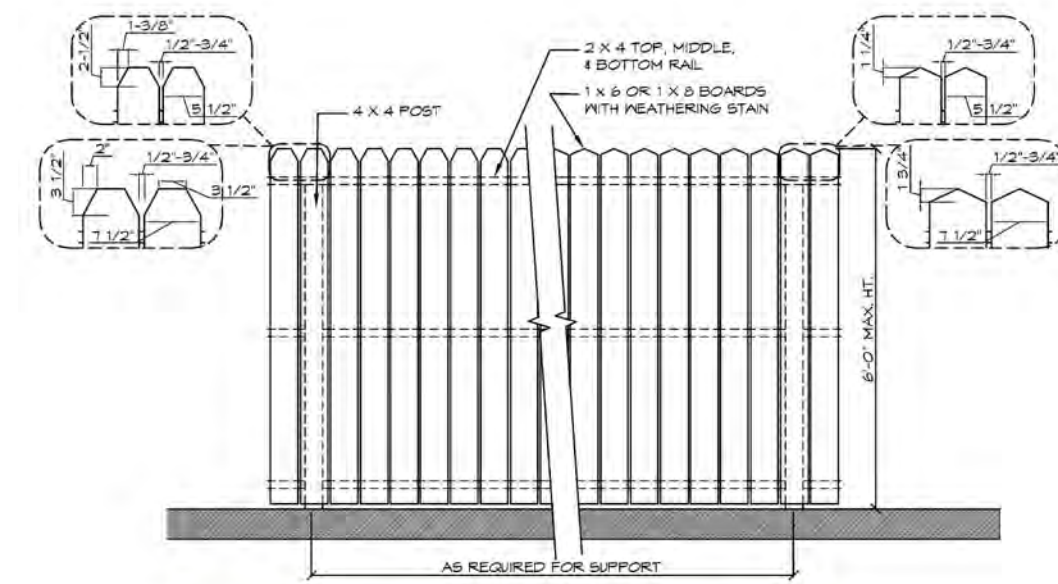
ROW HOUSES
© 2005 Iverson Architects

FENCING LOT DIAGRAMS

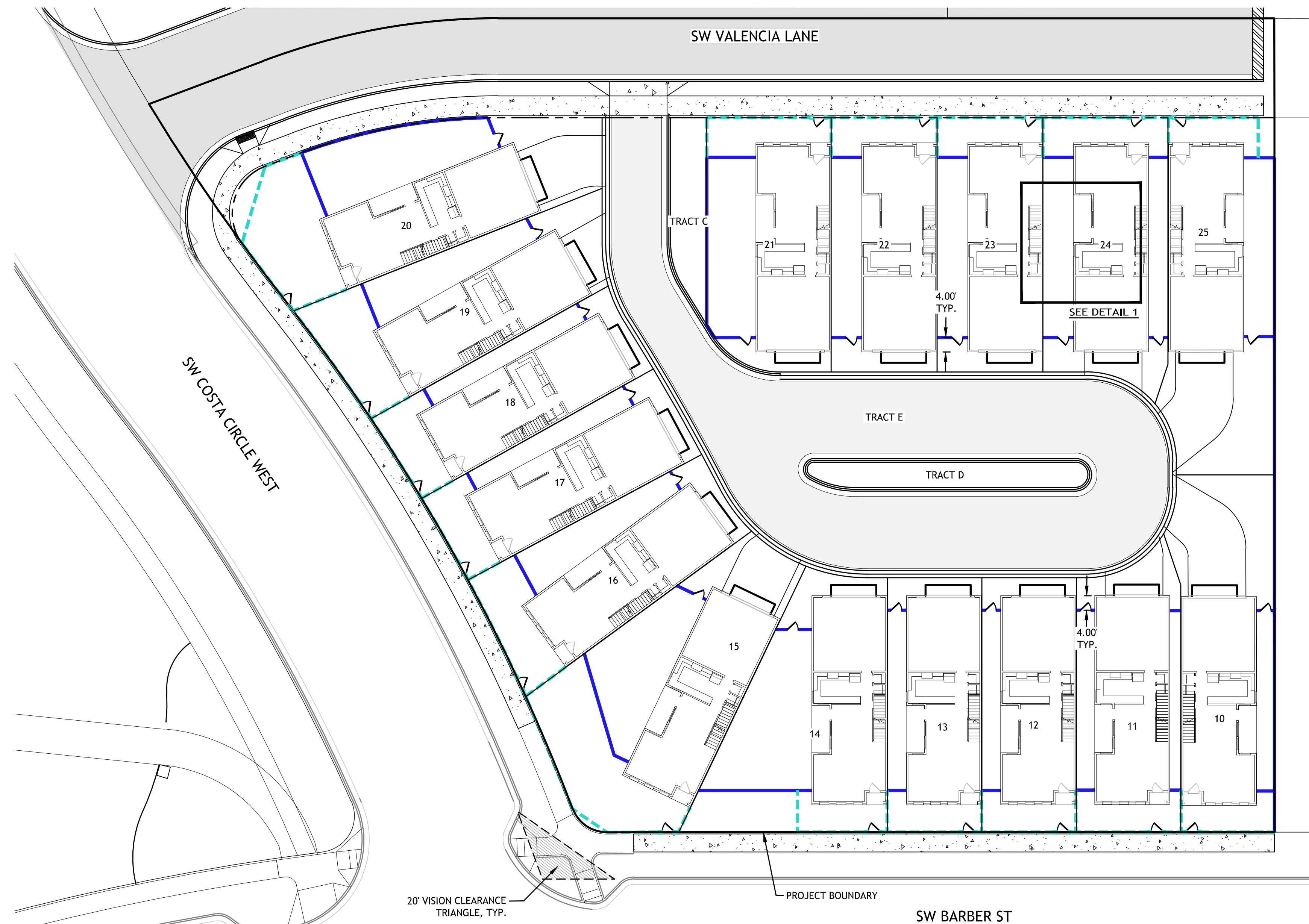
Fencing E11



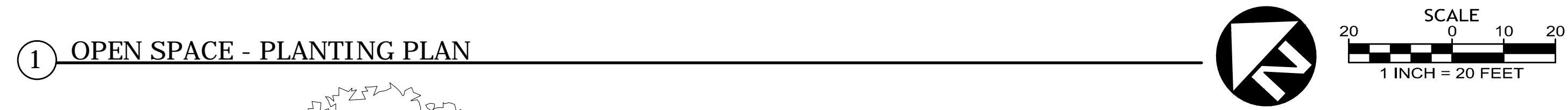
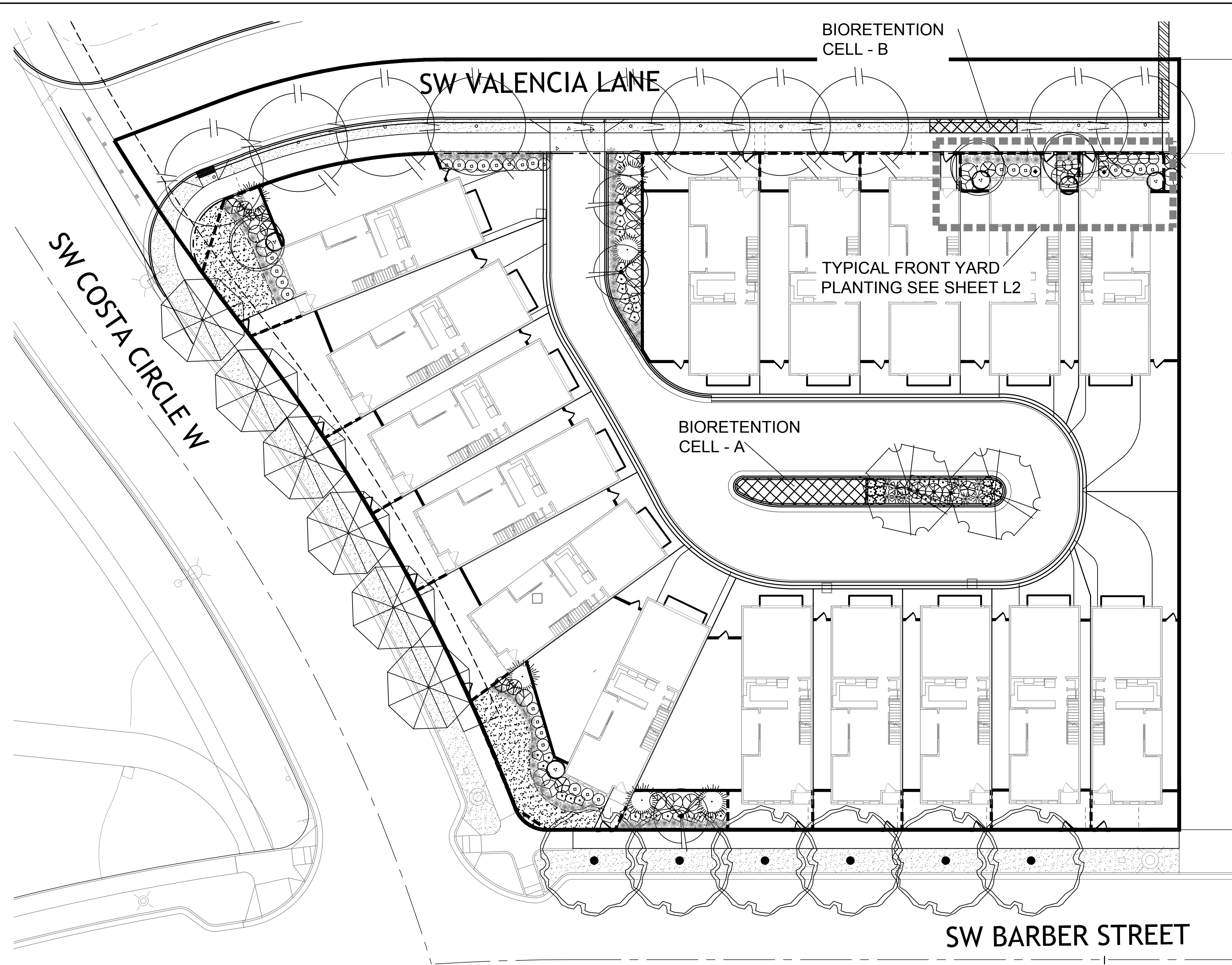
ALL STYLES TRANSPARENT FENCING - OPTIONAL



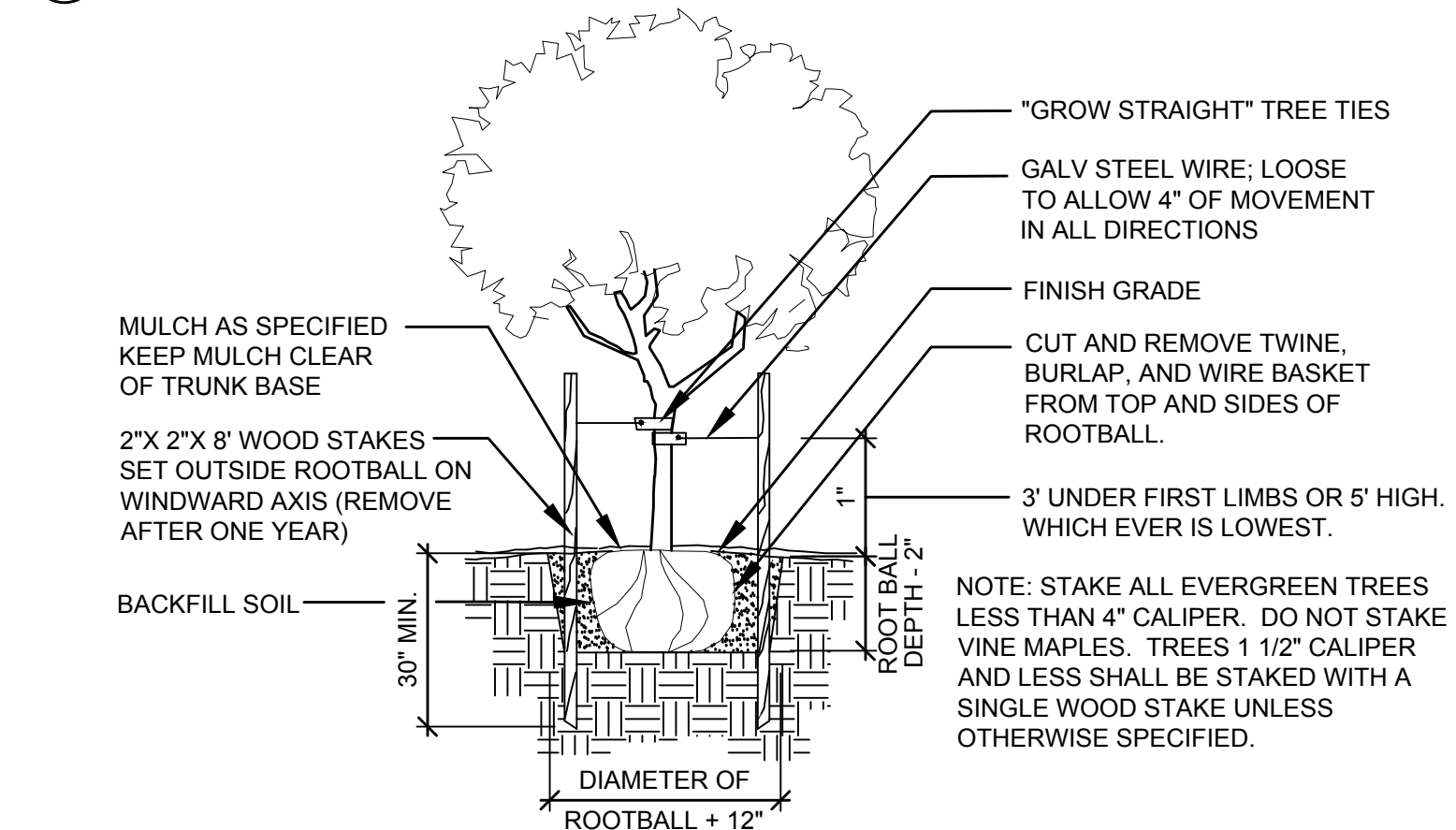
AMERICAN CLASSIC & AMERICAN MODERN
SOLID FENCING



N:\proj\398-061_09 Drawings\03 Planning\Sheets - Planning\Submittal\Landscapes\398061_PDF\11C.(11)PLANTING.dwg - SHEET: STREET TREE Aug 05, 2016 - 4:27pm kel



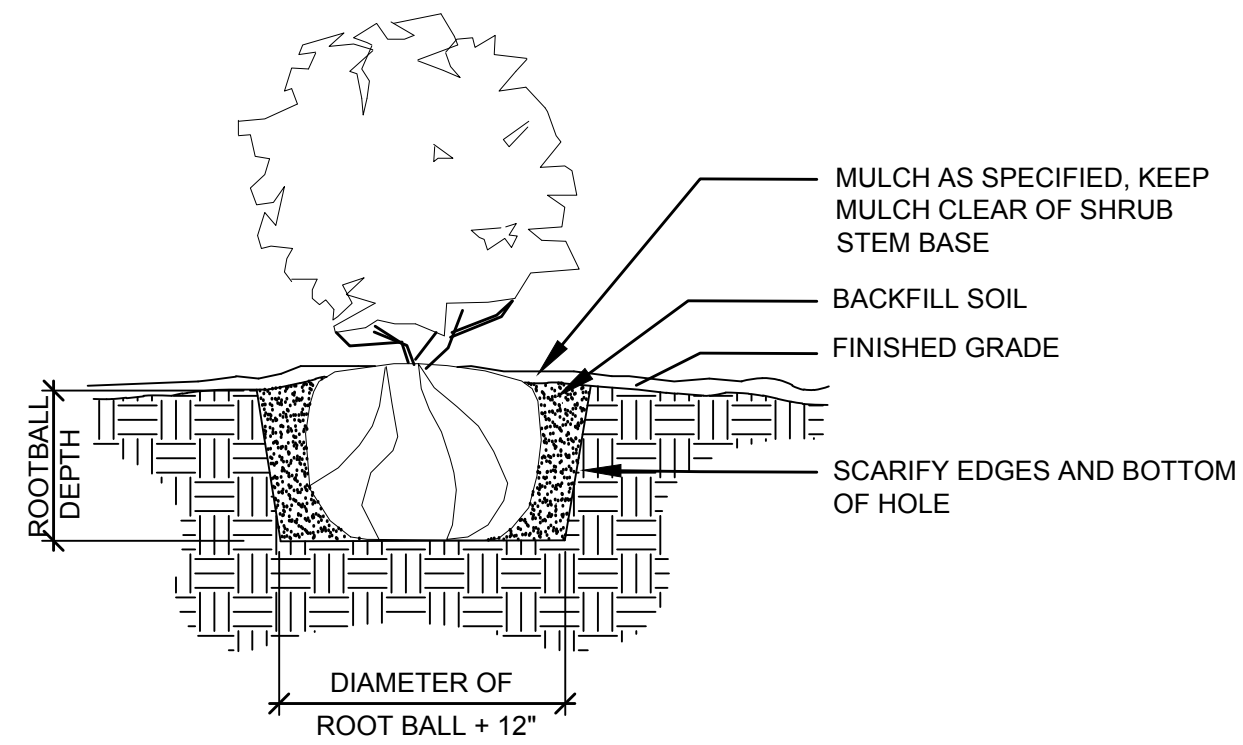
1 OPEN SPACE - PLANTING PLAN



TREE STAKING DETAIL

SCALE: N.T.S

1
L1



SHRUB PLANTING DETAIL

SCALE: N.T.S

2
L1

PLANTING LEGEND

TREES

SYMBOL	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	RED SUNSET MAPLE / Acer rubrum 'Franksred': 2 Cal., B&B
	CHINESE REDBUD / CERCIS CHINENSIS: 2" CAL., B&B
	INCENSE CEDAR / CALOCDRUS DECURRENS: 8'-10' HT., B&B

SHRUBS

SYMBOL	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	STARBURST® DOUBLE GOLD EVERGREEN DAYLILY HEMEROCALLIS X 'MONOLD': 2 GAL.
	ANTHONY WATERER SPIREA / SPIREA BUMALDA 'ANTHONY WATERER': 3 GAL.
	DWARF BURNING BUSH / EUONYMUS ALATA 'COMPACTA': 3 GAL.
	KELSEY REDOSIER DOGWOOD / CORNUS V. SERICEA 'KELSEY': 3 GAL.
	THUNBERG SPIREA / SPIREA THUNBERGII : 3 GAL.

ORNAMENTAL GRASS

SYMBOL	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	DWARF FOUNTAIN GRASS PENNISETUM ALOPECUROIDES 'HAELN': 2 GAL.
	DWARF VARIEGATED MAIDEN GRASS MISCANTHUS SINENSIS 'DIXIELAND': 2 GAL.
	VARIEGATED JAPANESE SILVER GRASS MISCANTHUS SINENSIS 'VARIEGATUS': 2 GAL.

LAWN AND GROUNDCOVER

SYMBOL	CODE	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	LAWN	PRO-TIME 309 (SUPREME MIX) GRASS SEED BY HOBBS AND HOPKINS, LTD. AT A RATE OF 8 LBS/1000 SQUARE FEET.

NOTE:
1. LANDSCAPE AREAS WILL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM DESIGNED BY CONTRACTOR. CONTRACTOR WILL PROVIDE MATERIALS AND INSTALL ALL IRRIGATION DOWNSTREAM OF THE WATER METER.
2. DO NOT PROVIDE IRRIGATION WITHIN THE EXISTING TREES TO REMAIN DRIPLINE.

BIORETENTION CELL PLANTING LEGEND

SYMBOL	TREES/SHRUBS	COMMON NAME / Botanical name:	Size and Description
	WEeping ALASKAN CEDAR / Chamaecyparis nootkatensis 'Pendula': 7-8' HT., B&B		
	PACIFIC DOGWOOD / Cornus nuttallii: 2" Cal., B&B		
	NOOTKA ROSE / Rosa nutkana: #1 CONTAINER		
	RED TWIG DOGWOOD / Cornus sericea: #1 CONTAINER		
	KELSEY DOGWOOD / Cornus sericea 'Kelsey': #1 CONTAINER		
	SNOWBERRY / Symphoricarpos alba: #1 CONTAINER		
	"WET/MOIST" AREA PLUGS: (4" PLUGS @ 12" O.C.)		
	SLOUGH SEDGE / Carex obnupta		34%
	SOFT RUSH / Juncus tenuis		33%
	SMALL FRUITED BULRUSH / Scirpus microcarpus		33%

PLANTING LEGEND

STREET TREES

SYMBOL	QUANTITY	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	6	VILLAGE GREEN ZELKOVA / ZELKOVA SERRATA 'VILLAGE GREEN': 2" CAL., B&B, 25' O.C.
	11	URBANITE ASH / FRAXINUS PENNSYLVANICA 'URBANITE': 2 1/2" CAL. B&B, 25' O.C.
	6	TULIP TREE / LIRIODENDRON TULIPIFERA: 2 1/2" CAL., B&B, 25' O.C.



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REVISIONS

NO.	DATE	DESCRIPTION
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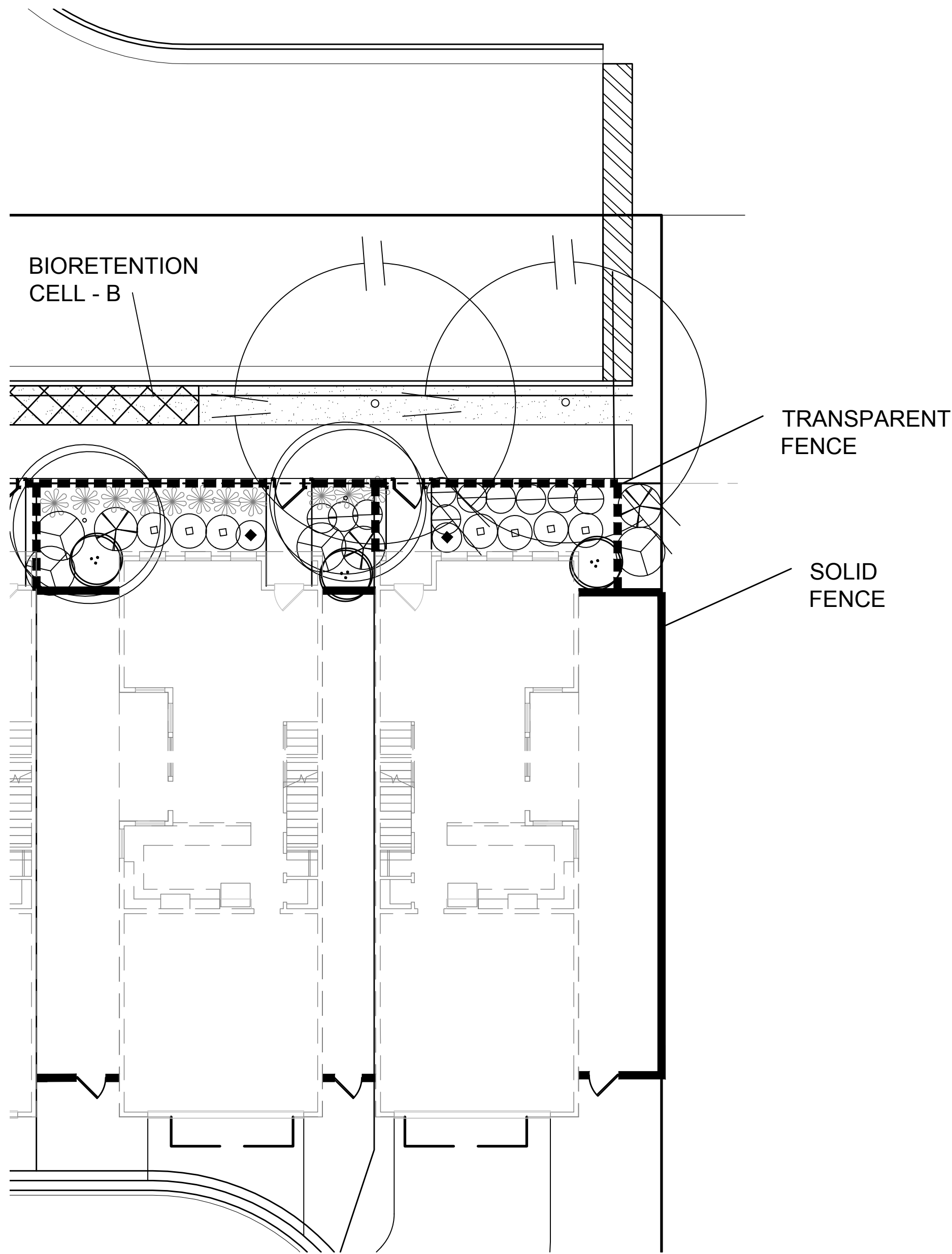
BERKSHIRE
NO. 2
PDP- 11C

PLANTING PLAN
NOTES AND
PLANTING DETAILS

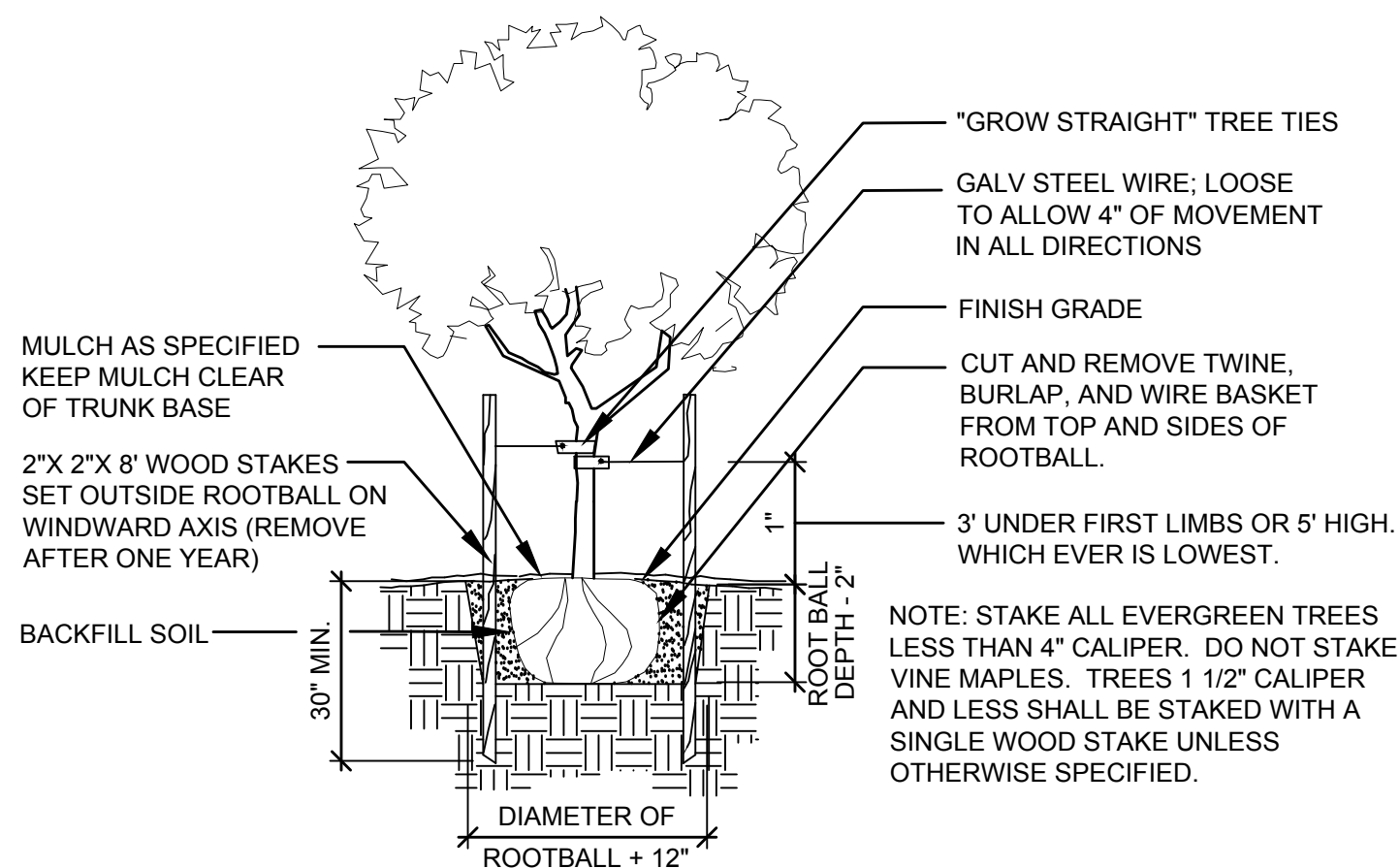
PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

L1

N:\proj\398-061\09 Drawings\03 Planning\Sheets - Planning\Submittal\Landscape\398061.PDF\11.C.(1)FRONT YARD PLANTING.dwg - SHEET STREET TREE Aug 05, 2016 - 1:44pm kel



1 FRONT YARD TYPICAL - PLANTING PLAN

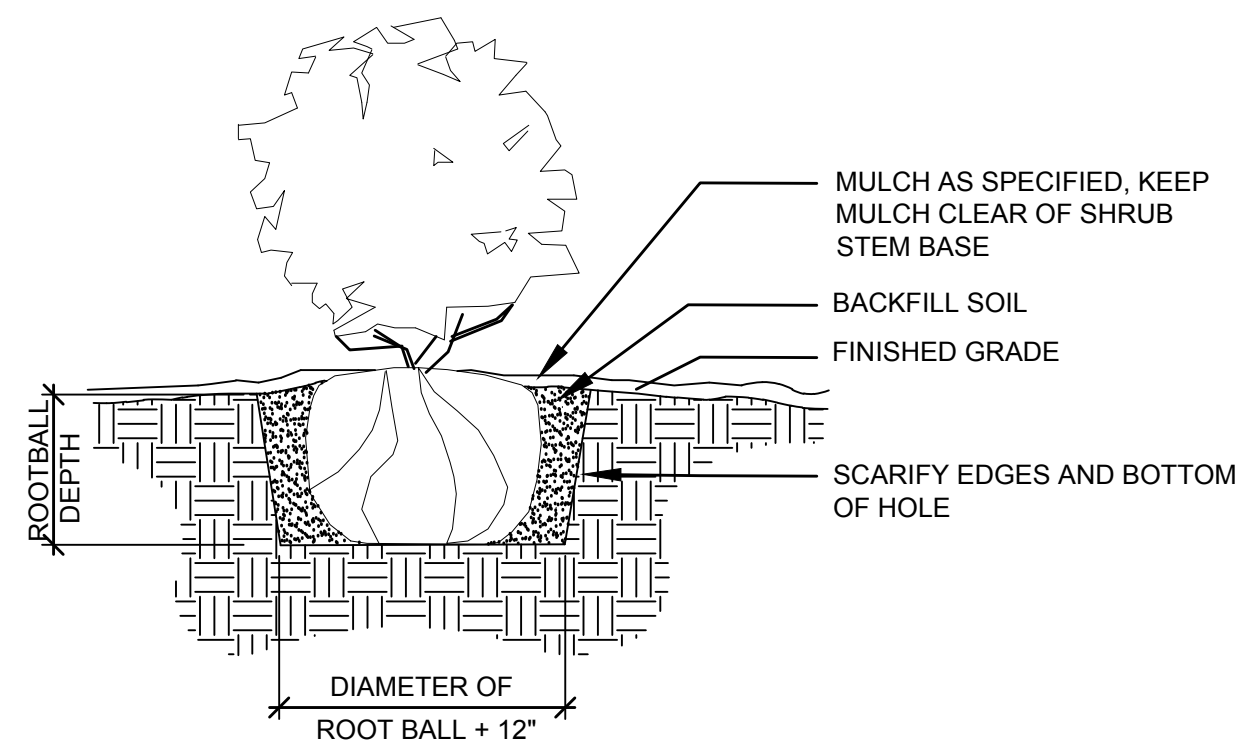


TREE STAKING DETAIL

SCALE: N.T.S

1

L2



SHRUB PLANTING DETAIL

SCALE: N.T.S

2

L2

PLANTING LEGEND

TYPICAL FRONT YARD PLANT LIST

SMALL ORNAMENTAL TREES
2" CAL.

CHINESE REDBUD / *Cercis chinensis*: 2" Cal., B&B
CAPITAL SELECT FLOWERING PEAR / *Pyrus calleryana* 'Capital': 2" Cal., B&B
BLIREIANA PLUM / *Prunus x blireiana*: 2" Cal. B&B
CHINESE KOUSA DOGWOOD / *Cornus kousa* 'Chinensis': 2" Cal., B&B
JAPANESE MAPLE / *ACER PALMATUM*: 8' HT.
YOSHINO FLOWERING CHERRY / *PRUNUS X YEDOENSIS*: 2" CAL., B&B

PEDESTRAIN ZONE LOW ORNAMENTAL PLANTINGS
1-2 GAL.

BLUE OAT GRASS / *Helictotrichon sempervirens*
DWARF FOUNTAIN GRASS / *PENNISETUM ALOPECUROIDES* 'HAMELN'
SCARLET MEIDILAND ROSE / *ROSA MEIDILAND* 'MEIKROTAL'
DAYLILIES / *HEMEROCALLIS* 'STELLA DORO', 'LA PECHE' AND
HEATH / *ERICA CARNEA* 'KING GEORGE', *ERICXDARLYENSIS* 'CD EASON'
ENGLISH LAVENDAR VARITES / *LAVANDULA ANGUSTIFOLIA* VAR.

ORNAMENTAL GRASSES AND GROUNDCOVERS
1-2 GAL.

DWARF FOUNTAIN GRASS / *Pennisetum alopecuroides* 'Hamlen'
BLUE OAT GRASS / *Helictotrichon sempervirens*
PURPLE FOUNTAIN GRASS / *PENNISETUM SETACEUM* 'RUBRUM'
"MASSACHUSETTS KINNIKINICK" / *ARCTOSTAPHYLOS UVA-URSI* 'MASS.'
BEARBERRY COTONEASTER / *COTONEASTER DAMMERI*
SCARLET MEIDILAND ROSE / *ROSA MEIDILAND* 'MEIKROTAL'

MEDIUM TO LARGE ORNAMENTAL SHRUBS
3 GAL.

SHOWA-NO-SAKAE CAMELLIA / *CAMELLIA SASANQUA* 'SHOWA-NO-SAKAE'
FOREST FLAME PIERIS / *PIERIS JAPONICA* 'FOREST FLAME'
RHODODENDRON 'JEAN MARIE DE MONTEGUE'
'NIKKO BLUE' HYDRANGEA / *HYDRANGEA MACROPHYLLA* 'NIKKO BLUE'
RENAISSANCE SPIREA / *SPIREA VANHOUTTEI* 'RENAISSANCE'
DOUBLFILE VIBURNUM / *VIBURNUM P. TOMENTOSUM*: 24"-30" HT.
THUNBERG SPIREA / *SPIREA THUNBERGII*
DAVID VIBURNUM / *VIBURNUM DAVIDII*

SMALL ORNAMENTAL SHRUBS
3 GAL.

ISANTI REDOSER DOGWOOD / *CORNUS SERICEA* 'ISANTI'
COMPACT JAPANESE HOLLY / *ILEX CRENATA* 'COMPACTA'
'CRIMSON PYGMY' BARBERRY / *BERBERIS THUNBERGII* 'CRIMSON PYGMY'
AZALEA / VARIES
ANTHONY WATERER SPIREA / *SPIREA BUMALDA* 'ANTHONY WATERER'



12564 SW Main Street
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DATE: 06/17/2016

REVISIONS

NO. DATE DESCRIPTION

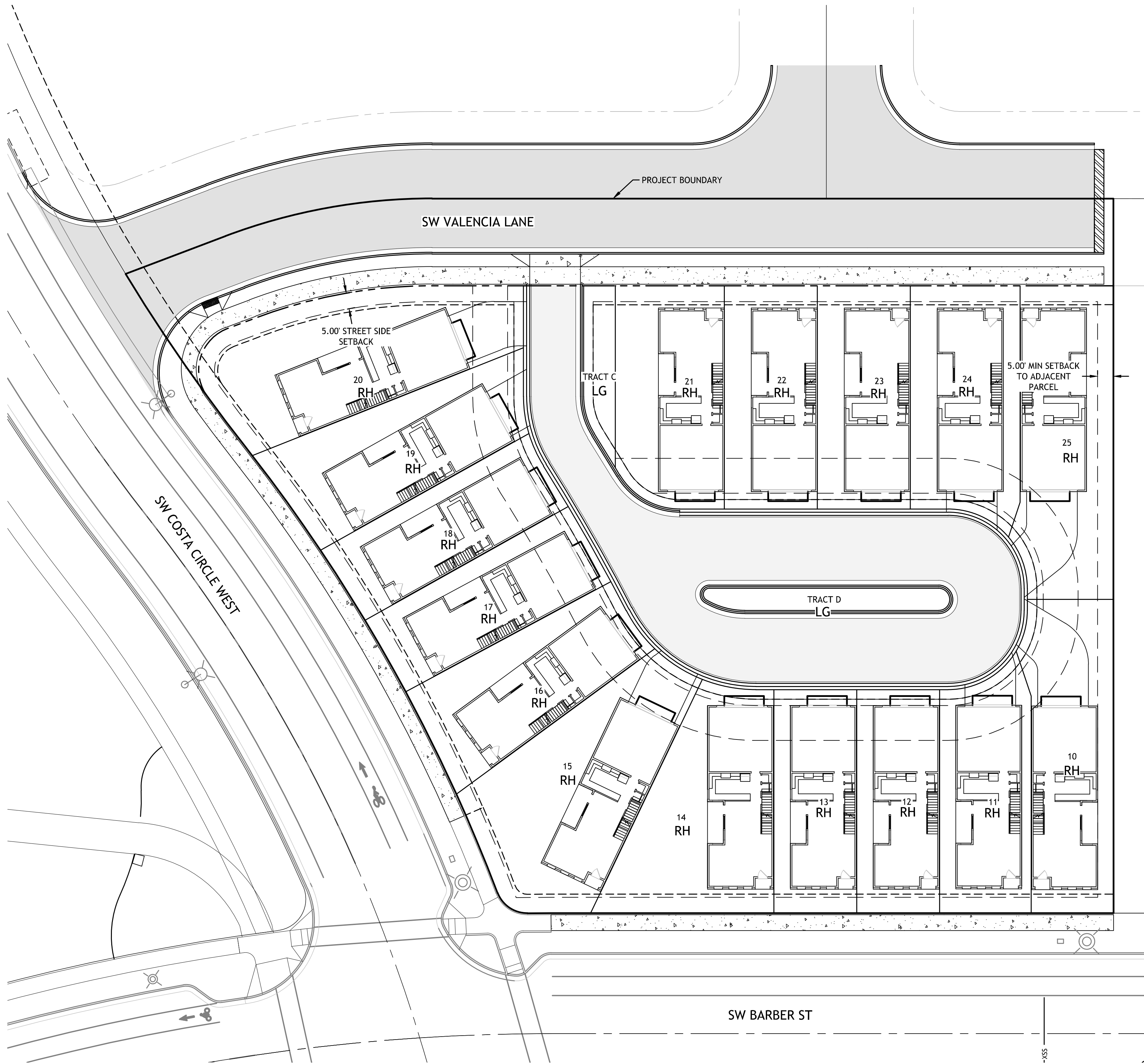
BERKSHIRE
NO. 2
PDP- 11C

TYPICAL FRONT YARD PLANTING PLAN

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

L2

N:\proj\398-061\09 Drawings\03 Planning\Sheets - Planning\Submitted\PDF-11C\398061.PDF\11C\3\PSITE.dwg - SHEET: 22434 - Aug 05, 2016 - 3:49pm brian



LEGEND

- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- === PROPOSED CURB AND GUTTER
- PROPOSED CENTERLINE
- EXISTING CENTERLINE
- - - - PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED BUILDING SETBACK
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PDP BOUNDARY LINE
- PROPOSED HANDICAP RAMP
- PROPOSED A.C. PAVING
- PROPOSED SIDEWALK
- PROPOSED SIDEWALK BY OTHERS
- EXISTING SIDEWALK

LEGEND:

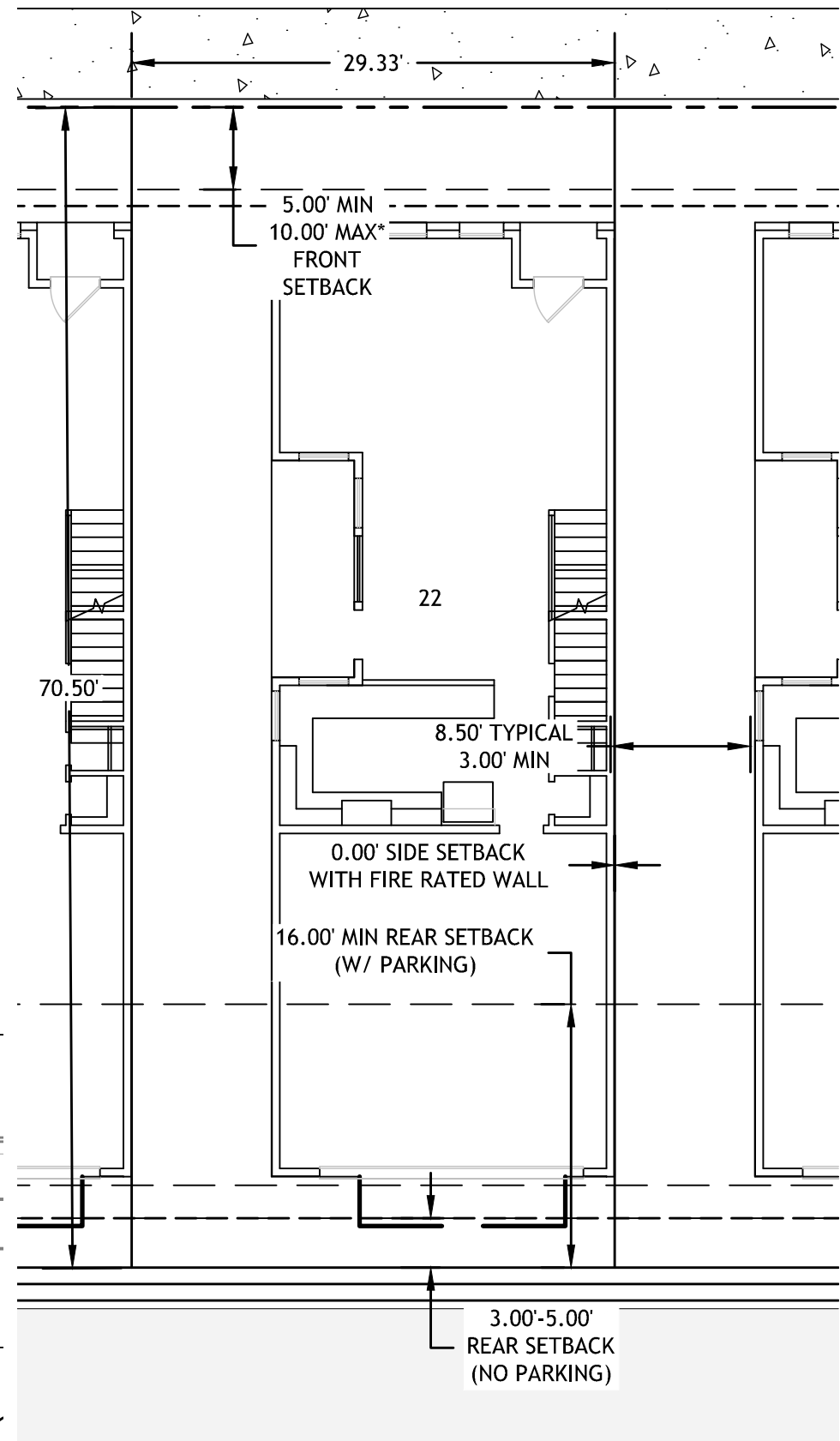
- RH ROW HOUSE LOTS
- LG LINEAR GREEN SPACE

LOT COUNT:

16	ROW HOUSE LOTS
16	TOTAL

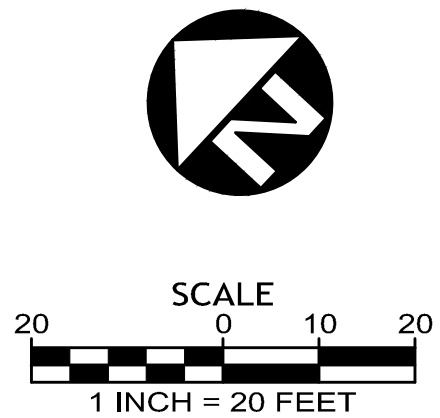
LAND AREA TABLE:

TOTAL AREA	1.29 AC
PUBLIC STREETS:	0.20 AC
LINEAR GREEN SPACE:	0.03 AC
LOTS & ALLEYS:	1.06 AC
AVG. DENSITY PER NET ACRE:	
16 / 1.06 =	16.00 UNITS / AC



* PORCHES, STAIRS, STOOPS, DECKS, CANOPIES, BALCONIES, BAY WINDOWS, CHIMNEYS, AWNINGS AND OTHER BUILDING PROJECTIONS MAY ENCROACH UP TO THE PUBLIC WAY.

TYPICAL LOT PLAN



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

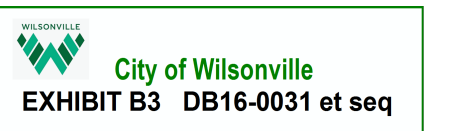
DATE: 07/12/2016

REVISIONS

NO.	DATE	DESCRIPTION
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**BERKSHIRE
NO. 2
PDP- 11C**

**SITE &
LAND USE
PLAN**





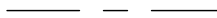

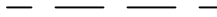




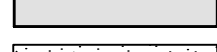
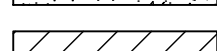




PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE


EVISIONS

NO.	DATE	DESCRIPTION
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LEGEND:

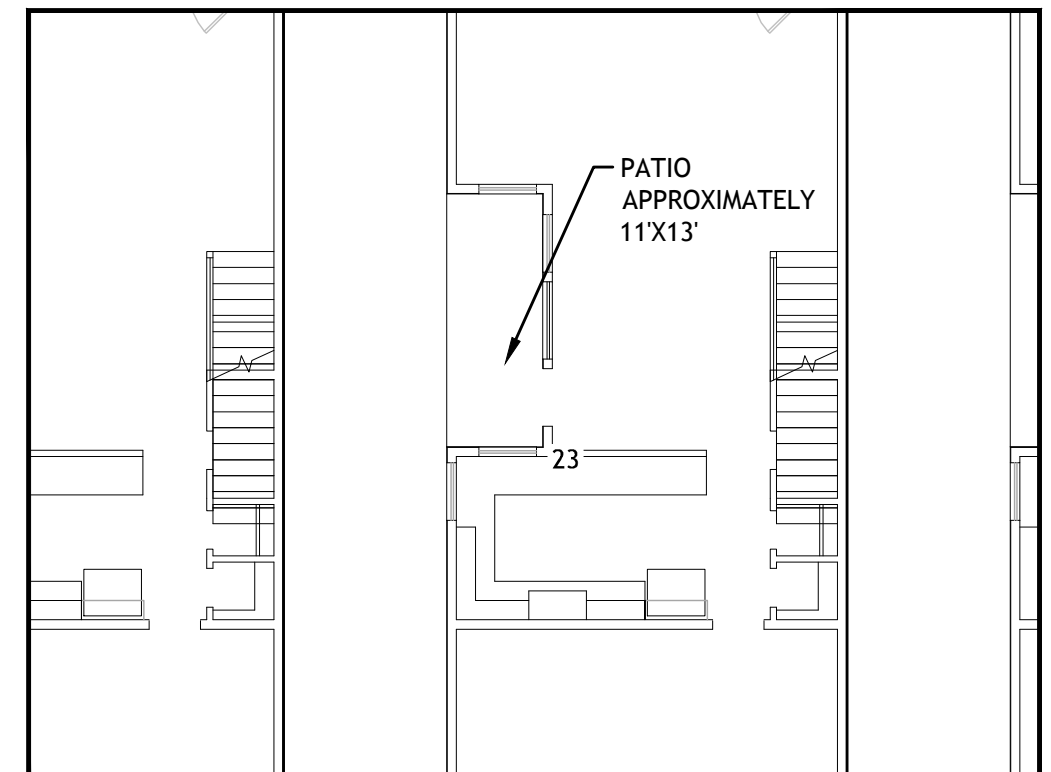
	PROPOSED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	PROPOSED CURB AND GUTTER
	PROPOSED CENTERLINE
	EXISTING CENTERLINE
	PROPOSED PUBLIC UTILITY EASEMENT
	PROPOSED BUILDING SETBACK
	PROPOSED PROPERTY LINE
	EXISTING PROPERTY LINE
	PDP BOUNDARY LINE
	PROPOSED HANDICAP RAMP
	PROPOSED A.C. PAVING
	PROPOSED SIDEWALK
	PROPOSED SIDEWALK BY OTHERS
	EXISTING SIDEWALK

LEGEND:

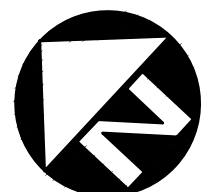
 PROPOSED 6-FT SOLID FENCE
 PROPOSED 3-FT PARTIALLY TRANSPARENT FENCE - OPTIONAL

FENCE NOTES:

1. REFER TO THE SAP CENTRAL PATTERN BOOK AND THE VILLEBOIS VILLAGE CENTER ARCHITECTURAL STANDARDS FOR APPROVED FENCE MATERIALS AND STYLES.
2. FOR MINIMUM AND MAXIMUM FENCE SETBACKS REFER TO FENCING LOT DIAGRAM, THIS SHEET.



DETAIL 1



SCALE

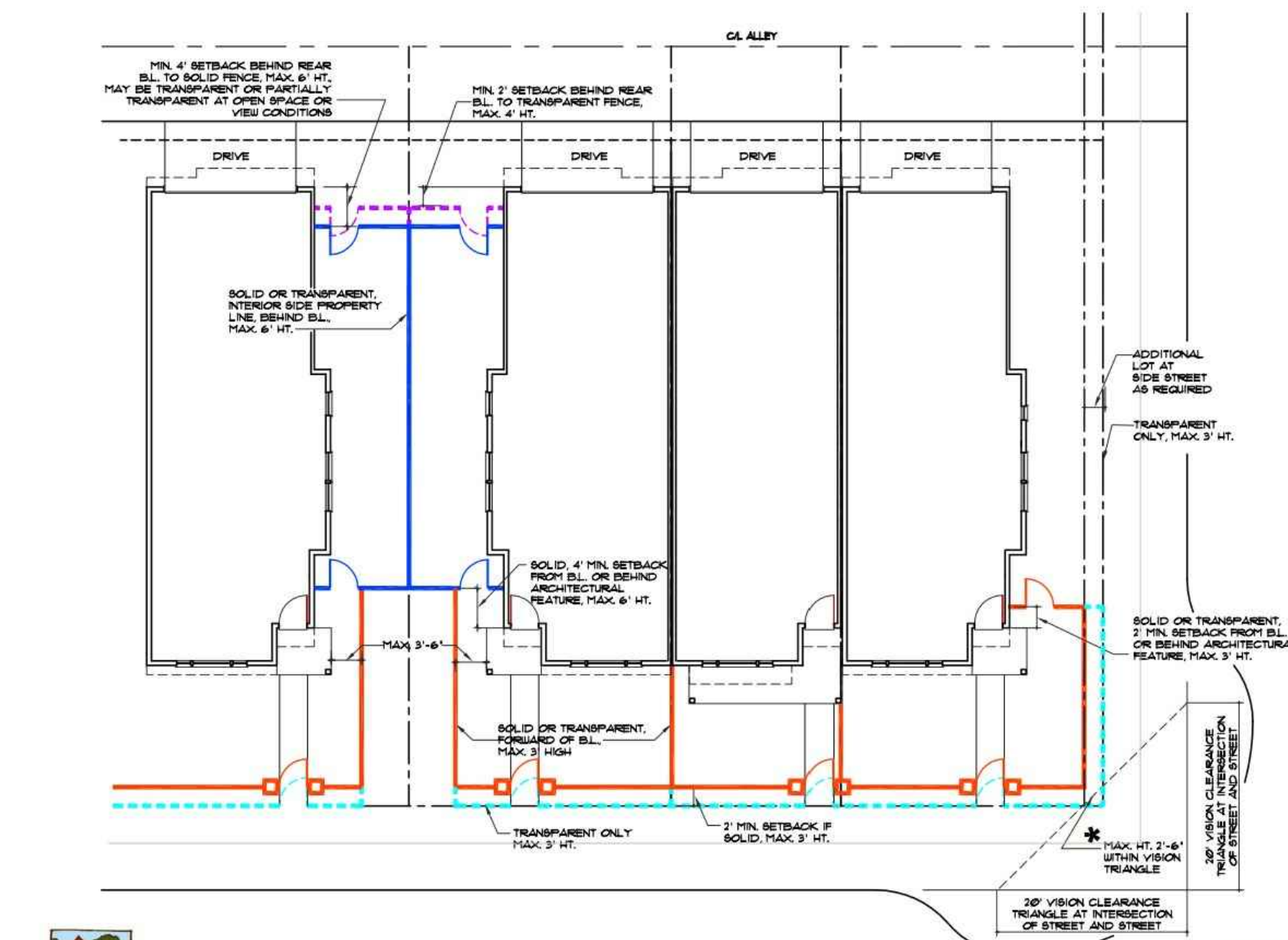
1 INCH = 20 FEET

BERKSHIRE
NO. 2
PDP- 11C

MASTER FENCING PLAN

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

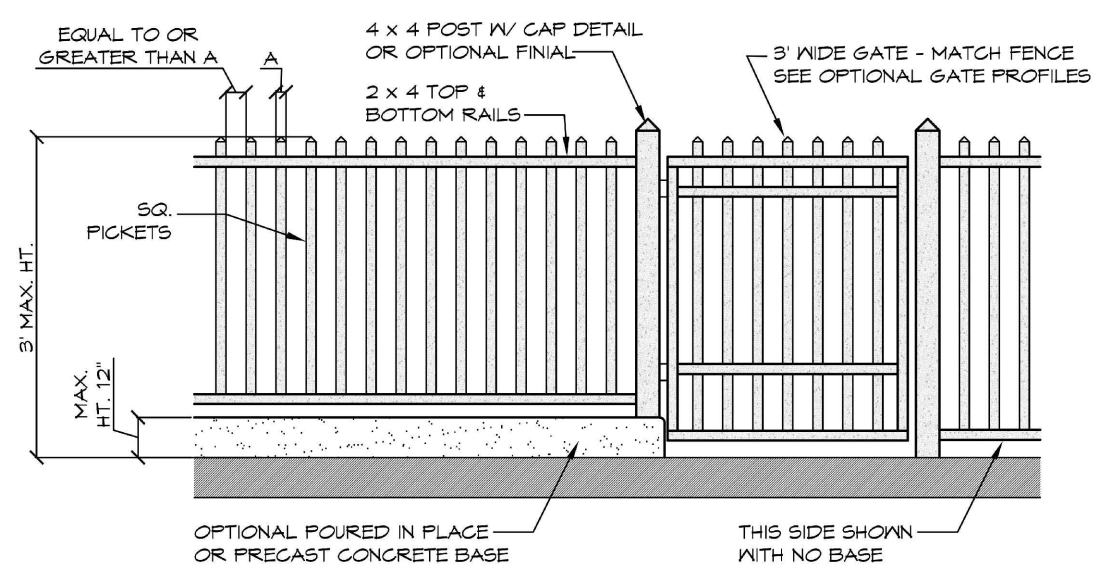
10



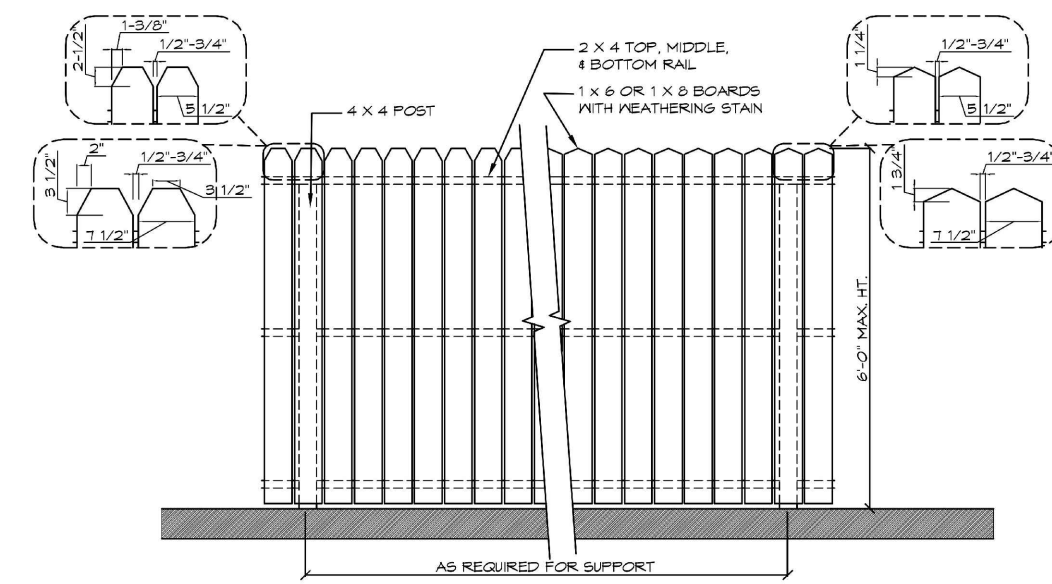
ROW HOUSES
© 2005 Iverson Architects

FENCING LOT DIAGRAMS

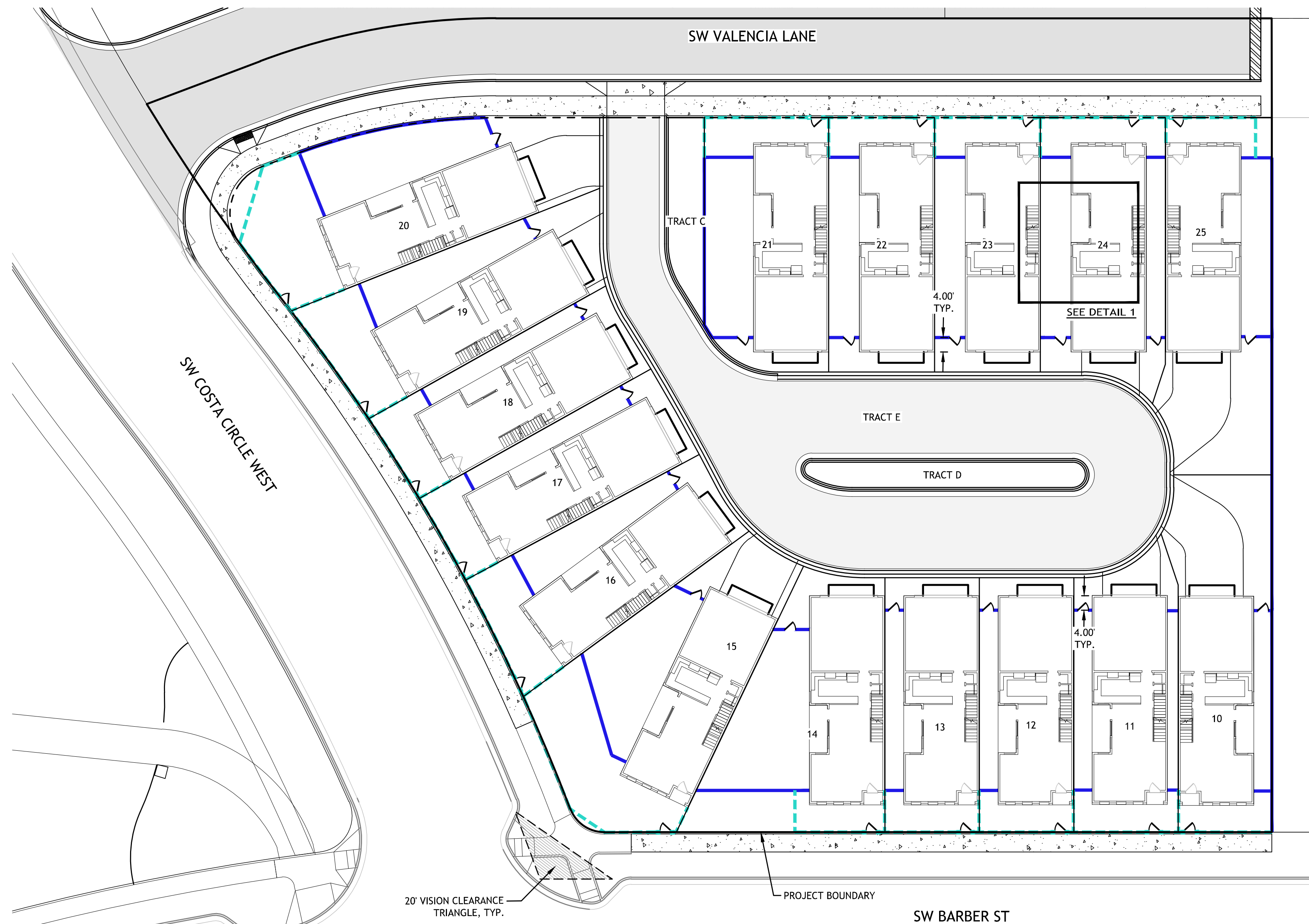
Fencing E11



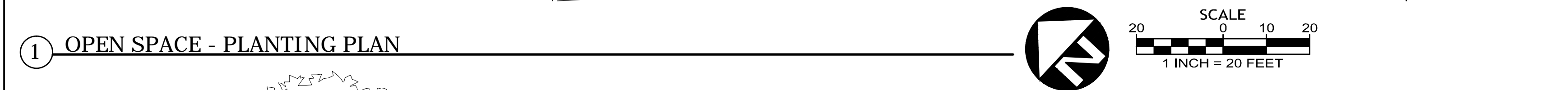
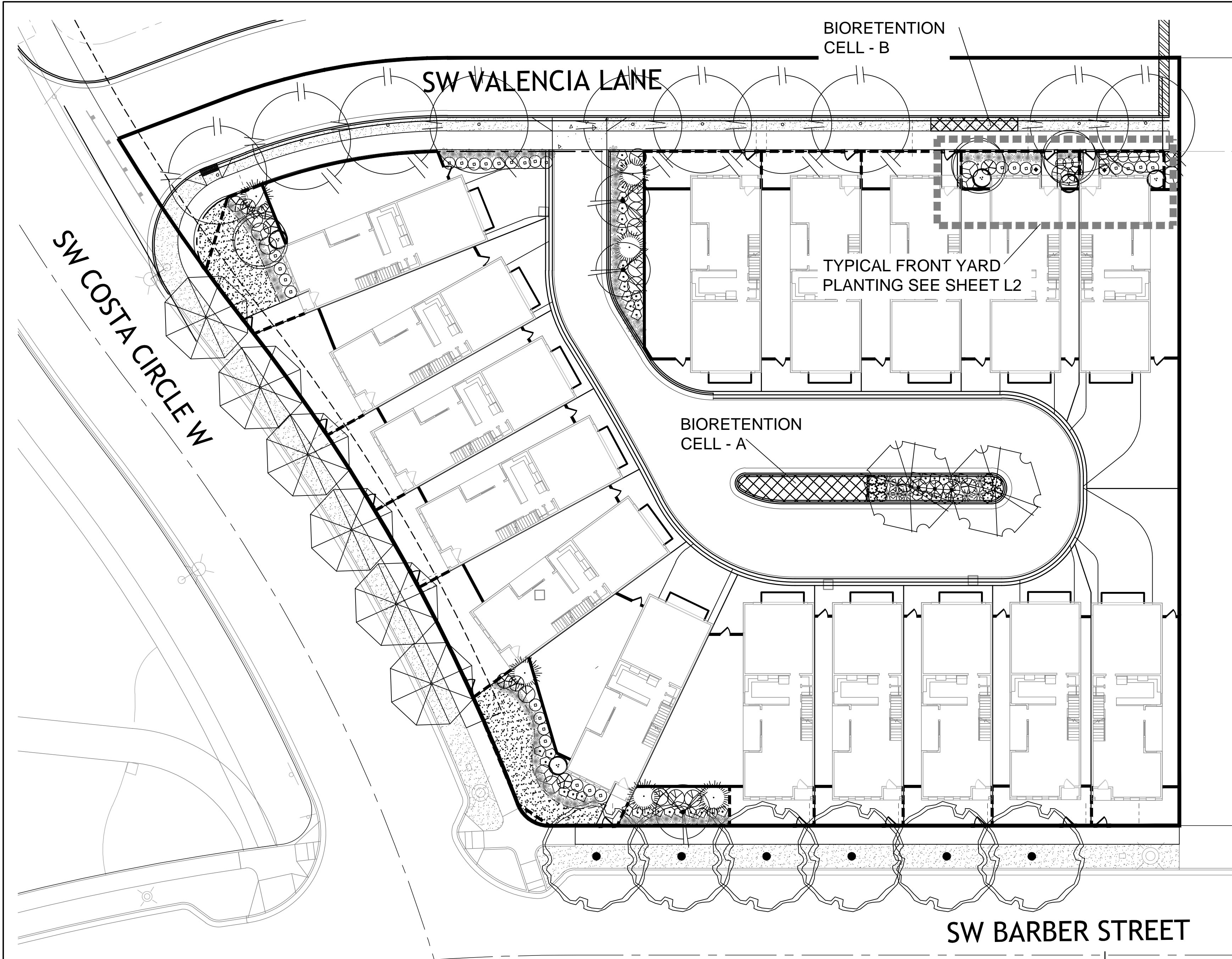
ALL STYLES TRANSPARENT FENCING - OPTIONAL



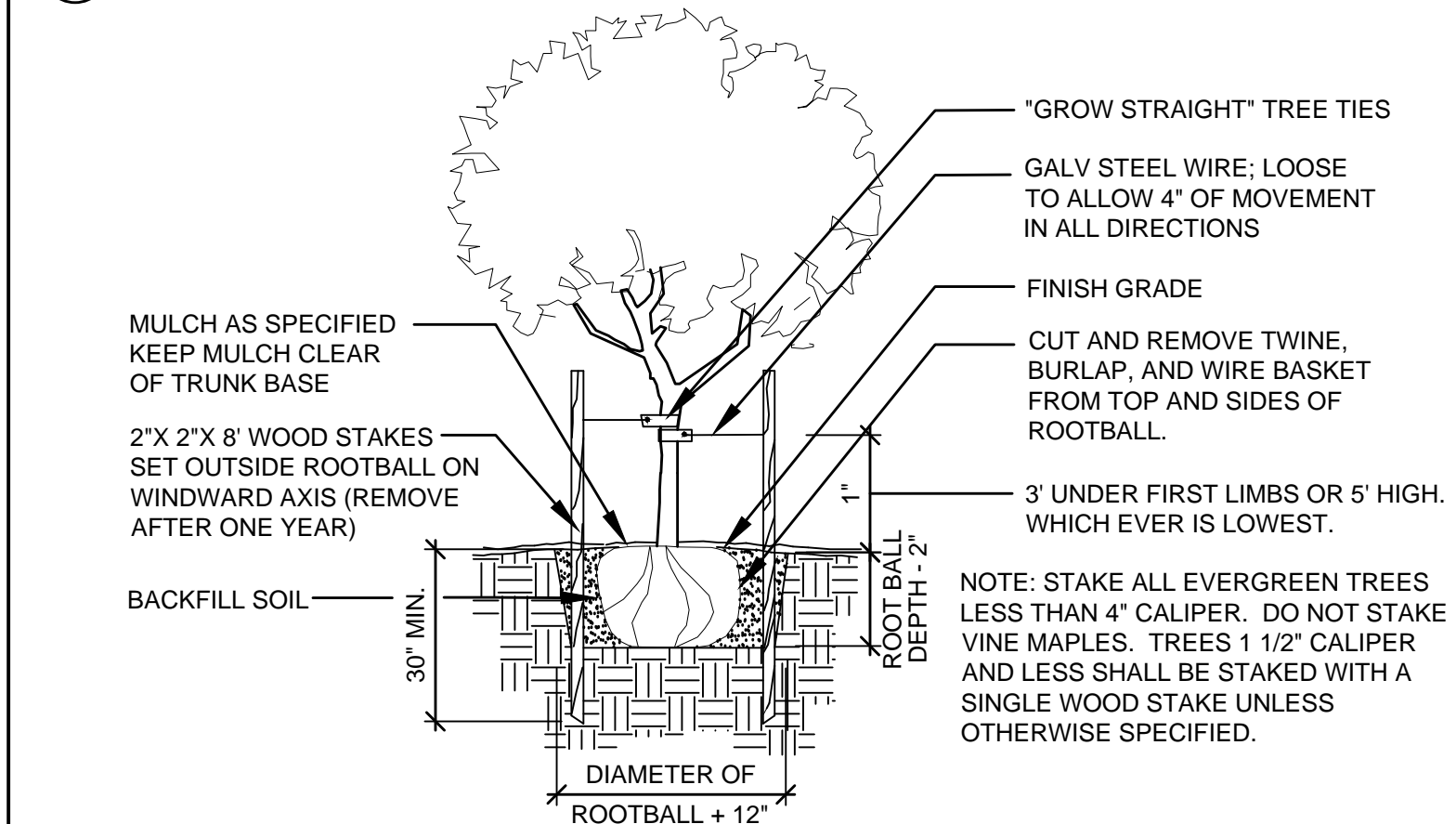
AMERICAN CLASSIC & AMERICAN MODERN
SOLID FENCING



N:\proj\398-061\09 Drawings\03 Planning\Sheets - Planning\Submitted\Landscape\398061_PDF11.C\11\PLANTING.dwg - SHEET: STREET TREE Aug 05, 2016 - 4:27pm kel



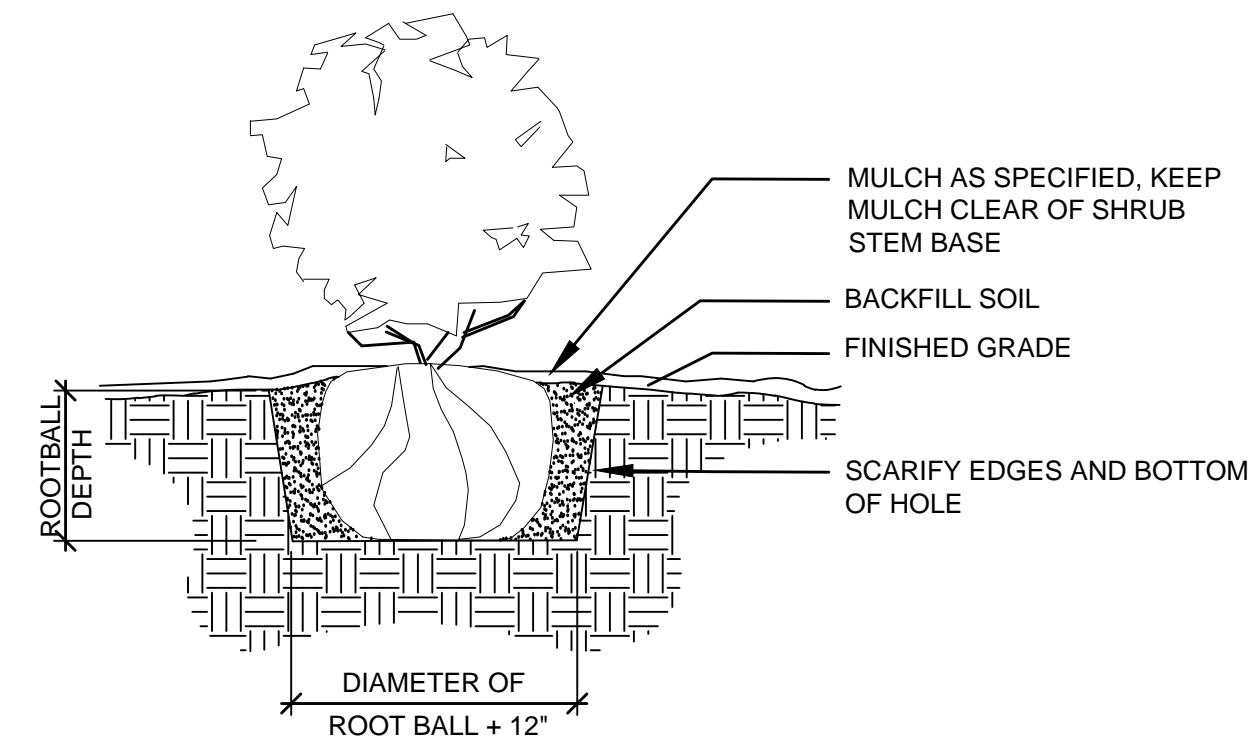
1 OPEN SPACE - PLANTING PLAN



TREE STAKING DETAIL

SCALE: N.T.S

1
L1



SHRUB PLANTING DETAIL

SCALE: N.T.S

2
L1

PLANTING LEGEND

TREES

SYMBOL	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	RED SUNSET MAPLE / <i>Acer rubrum</i> 'Franksred': 2 Cal., B&B
	CHINESE REDBUD / <i>CERCIS CHINENSIS</i> : 2" CAL., B&B
	INCENSE CEDAR / <i>CALOCEDRUS DECURRENS</i> : 8'-10' HT., B&B

SHRUBS

SYMBOL	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	STARBURST® DOUBLE GOLD EVERGREEN DAYLILY <i>HEMEROCALLIS</i> X 'MONOLD': 2 GAL.
	ANTHONY WATERER SPIREA / <i>SPIREA BUMALDA</i> 'ANTHONY WATERER': 3 GAL.
	DWARF BURNING BUSH / <i>EUONYMUS ALATA</i> 'COMPACTA': 3 GAL.
	KELSEY REDOSIER DOGWOOD / <i>CORNUS V. SERICEA</i> 'KELSEY': 3 GAL.
	THUNBERG SPIREA / <i>SPIREA THUNBERGII</i> : 3 GAL.

ORNAMENTAL GRASS

SYMBOL	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	DWARF FOUNTAIN GRASS <i>PENNISETUM ALOPECUROIDES</i> 'HAMELN': 2 GAL.
	DWARF VARIEGATED MAIDEN GRASS <i>MISCANTHUS SINENSIS</i> 'DIXIELAND': 2 GAL.
	VARIEGATED JAPANESE SILVER GRASS <i>MISCANTHUS SINENSIS</i> 'VARIEGATUS': 2 GAL.

LAWN AND GROUNDCOVER

SYMBOL	CODE	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	LAWN	PRO-TIME 309 (SUPREME MIX) GRASS SEED BY HOBBS AND HOPKINS, LTD. AT A RATE OF 8 LBS/1000 SQUARE FEET.

NOTE:

1. LANDSCAPE AREAS WILL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM DESIGNED BY CONTRACTOR. CONTRACTOR WILL PROVIDE MATERIALS AND INSTALL ALL IRRIGATION DOWNSTREAM OF THE WATER METER.
2. DO NOT PROVIDE IRRIGATION WITHIN THE EXISTING TREES TO REMAIN DRIPLINE.

BIORETENTION CELL PLANTING LEGEND

TREES/SHRUBS		
SYMBOL	COMMON NAME / Botanical name:	Size and Description
	WEeping ALASKAN CEDAR / <i>Chamaecyparis nootkatensis</i> 'Pendula'	: 7-8' Ht., B&B
	PACIFIC DOGWOOD / <i>Cornus nuttallii</i> :	2" Cal., B&B
	NOOTKA ROSE / <i>Rosa nutkana</i> :	#1 CONTAINER
	RED TWIG DOGWOOD / <i>Cornus sericea</i> :	#1 CONTAINER
	KELSEY DOGWOOD / <i>Cornus sericea</i> 'Kelsey':	#1 CONTAINER
	SNOWBERRY / <i>Symphoricarpos alba</i> :	#1 CONTAINER
WET/MOIST AREA PLUGS: (4" PLUGS @ 12" O.C.)		
	SLOUGH SEDGE / <i>Carex obnupta</i>	34%
	SOFT RUSH / <i>Juncus tenuis</i>	33%
	SMALL FRUITED BULRUSH / <i>Scirpus microcarpus</i>	33%

PLANTING LEGEND

STREET TREES

SYMBOL	QUANTITY	COMMON NAME / BOTANICAL NAME: SIZE AND DESCRIPTION
	6	VILLAGE GREEN ZELKOVA / <i>ZELKOVA SERRATA</i> 'VILLAGE GREEN': 2" CAL., B&B, 25' O.C.
	11	URBANITE ASH / <i>FRAXINUS PENNSYLVANICA</i> 'URBANITE': 2 1/2" CAL. B&B, 25' O.C.
	6	TULIP TREE / <i>LIRIODENDRON TULIPIFERA</i> : 2 1/2" CAL., B&B, 25' O.C.



12564 SW Main Street
Tigard, OR 97223
[T] 503-941-9484

DATE: 06/17/2016

REVISIONS

NO.	DATE	DESCRIPTION
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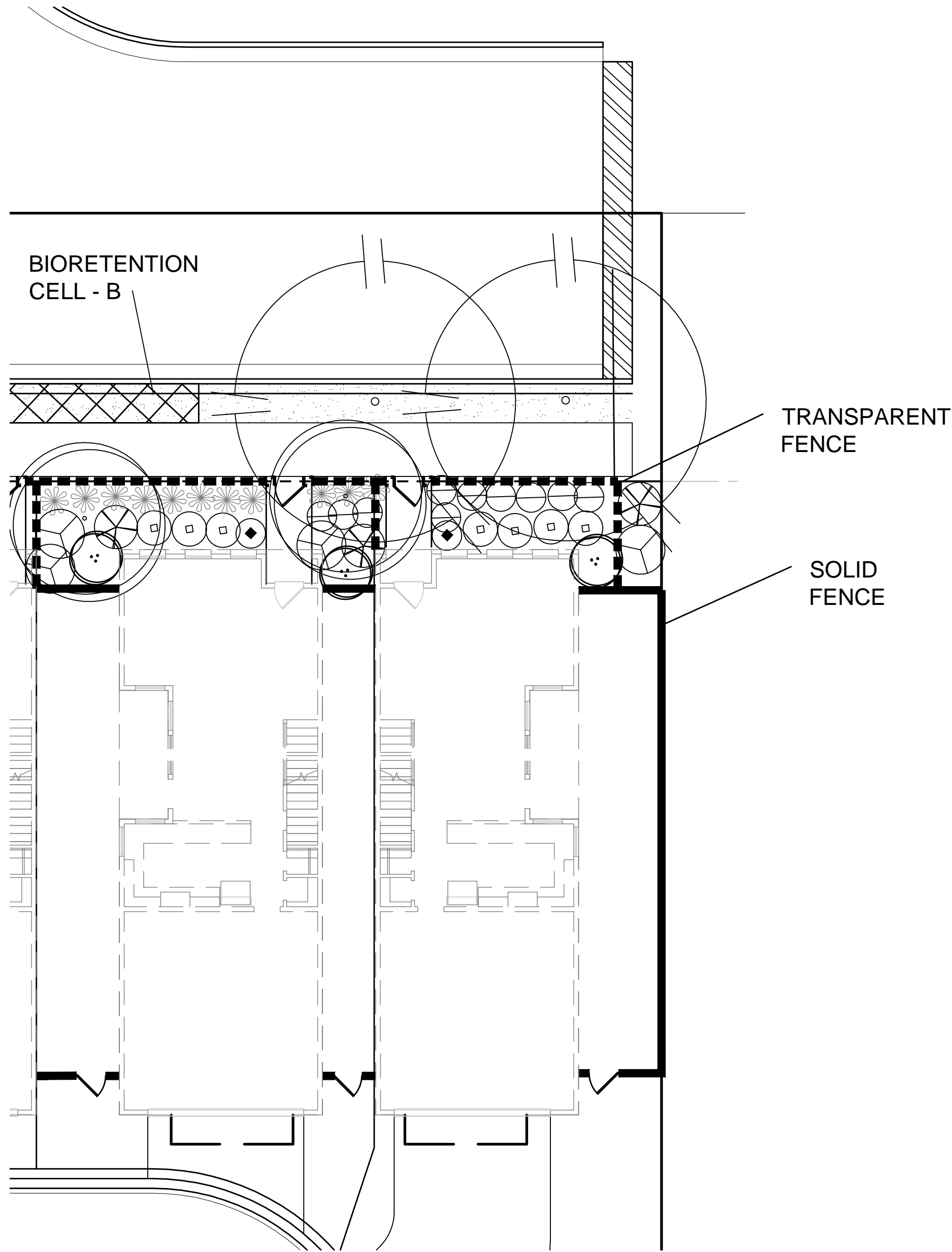
BERKSHIRE
NO. 2
PDP- 11C

PLANTING PLAN
NOTES AND
PLANTING DETAILS

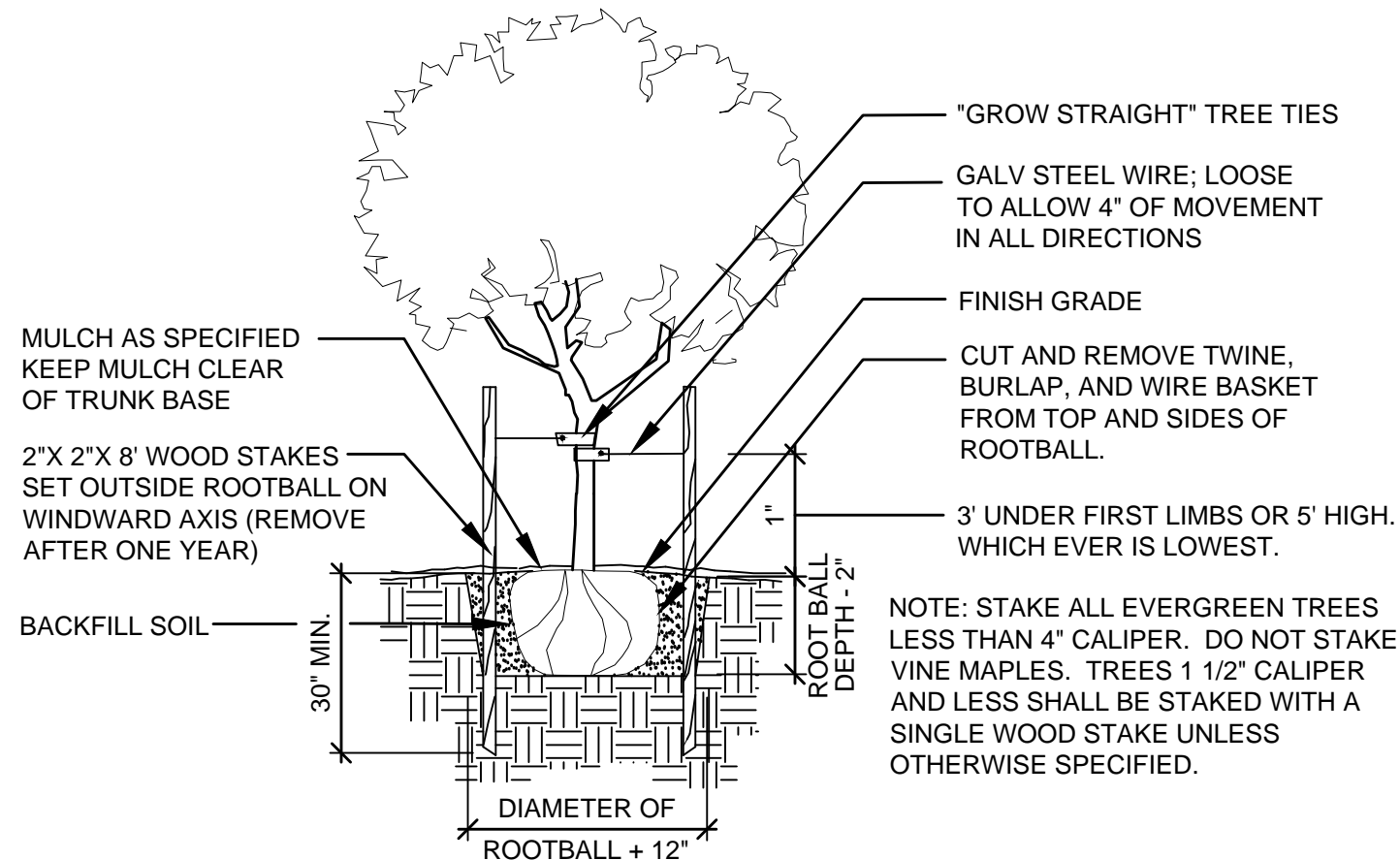
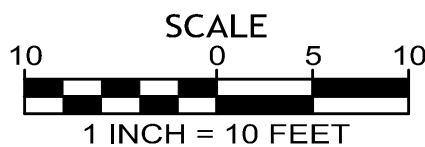
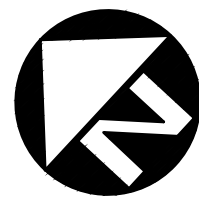
PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

L1

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1 FRONT YARD TYPICAL - PLANTING PLAN

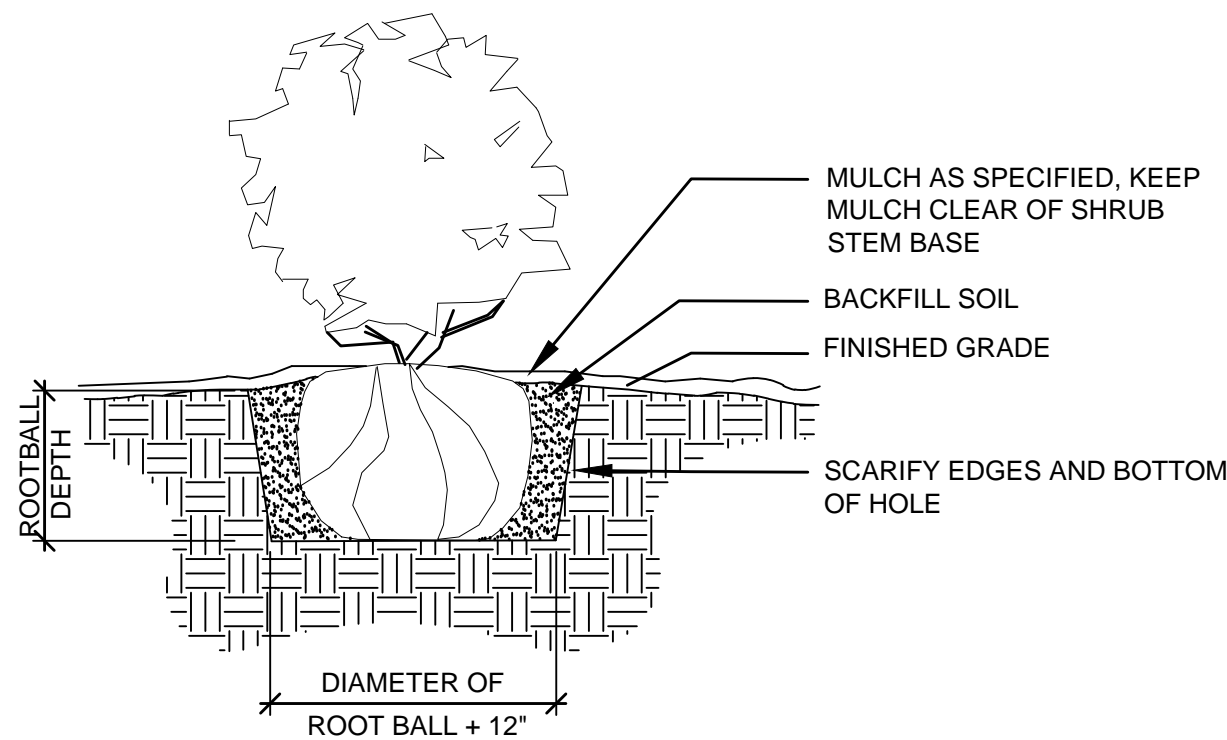


TREE STAKING DETAIL

SCALE: N.T.S

1

L2



SHRUB PLANTING DETAIL

SCALE: N.T.S

2

L2

PLANTING LEGEND

TYPICAL FRONT YARD PLANT LIST

SMALL ORNAMENTAL TREES
2" CAL.

CHINESE REDBUD / *Cercis chinensis*: 2" Cal., B&B
CAPITAL SELECT FLOWERING PEAR / *Pyrus calleryana* 'Capital': 2" Cal., B&B
BLIREIANA PLUM / *Prunus x blireiana*: 2" Cal. B&B
CHINESE KOUSA DOGWOOD / *Cornus kousa* 'Chinensis': 2" Cal., B&B
JAPANESE MAPLE / *ACER PALMATUM*: 8' HT.
YOSHINO FLOWERING CHERRY / *PRUNUS X YEDOENSIS*: 2" CAL., B&B

PEDESTRAIN ZONE LOW ORNAMENTAL PLANTINGS
1-2 GAL.

BLUE OAT GRASS / *Helictotrichon sempervirens*
DWARF FOUNTAIN GRASS / *PENNISETUM ALOPECUROIDES* 'HAMELN'
SCARLET MEIDILAND ROSE / *ROSA MEIDILAND* 'MEIKROTAL'
DAYLILIES / *HEMEROCALLIS* 'STELLA DORO', 'LA PECHE' AND
HEATH / *ERICA CARNEA* 'KING GEORGE', *ERICDXDARLYENSIS* 'CD EASON'
ENGLISH LAVENDAR VARITES / *LAVANDULA ANGUSTIFOLIA* VAR.

ORNAMENTAL GRASSES AND GROUNDCOVERS
1-2 GAL.

DWARF FOUNTAIN GRASS / *Pennisetum alopecuroides* 'Hamlen'
BLUE OAT GRASS / *Helictotrichon sempervirens*
PURPLE FOUNTAIN GRASS / *PENNISETUM SETACEUM* 'RUBRUM'
"MASSACHUSETTS KINNIKINICK" / *ARCTOSTAPHYLOS UVA-URSI* 'MASS.'
BEARBERRY COTONEASTER / *COTONEASTER DAMMERI*
SCARLET MEIDILAND ROSE / *ROSA MEIDILAND* 'MEIKROTAL'

MEDIUM TO LARGE ORNAMENTAL SHRUBS
3 GAL.

SHOWA-NO-SAKAE CAMELLIA / *CAMELLIA SASANQUA* 'SHOWA-NO-SAKAE'
FOREST FLAME PIERIS / *PIERIS JAPONICA* 'FOREST FLAME'
RHODODENDRON 'JEAN MARIE DE MONTEGUE'
'NIKKO BLUE' HYDRANGEA / *HYDRANGEA MACROPHYLLA* 'NIKKO BLUE'
RENAISSANCE SPIREA / *SPIREA VANHOUTTEI* 'RENAISSANCE'
DOUBLFILE VIBURNUM / *VIBURNUM P. TOMENTOSUM*: 24"-30" HT.
THUNBERG SPIREA / *SPIREA THUNBERGII*
DAVID VIBURNUM / *VIBURNUM DAVIDII*

SMALL ORNAMENTAL SHRUBS
3 GAL.

ISANTI REDOSER DOGWOOD / *CORNUS SERICEA* 'ISANTI'
COMPACT JAPANESE HOLLY / *ILEX CRENATA* 'COMPACTA'
'CRIMSON PYGMY' BARBERRY / *BERBERIS THUNBERGII* 'CRIMSON PYGMY'
AZALEA / VARIES
ANTHONY WATERER SPIREA / *SPIREA BUMALDA* 'ANTHONY WATERER'

REVISIONS

NO. DATE DESCRIPTION

BERKSHIRE
NO. 2
PDP- 11C

TYPICAL FRONT YARD PLANTING PLAN

PROJECT NO.: 398-061
TYPE: PLANNING
REVIEWED BY: PRE

L2

DEVELOPMENT REVIEW BOARD MEETING

MONDAY, SEPTEMBER 26, 2016

6:30 PM

VIII. Board Member Communications:

**A. Results of the September 12, 2016 DRB Panel A
meeting**

City of Wilsonville

Development Review Board Panel A Meeting Meeting Results

DATE:	SEPTEMBER 12, 2016	
LOCATION:	29799 SW TOWN CENTER LOOP EAST, WILSONVILLE, OR	
TIME START:	6:30 P.M.	TIME END: 7:53 P.M.

ATTENDANCE LOG

BOARD MEMBERS	STAFF
Mary Fierros Bower, Chair	Barbara Jacobson
Kristin Akervall	Daniel Pauly
James Frinell	
Ron Heberlein	
Council Liaison Julie Fitzgerald	

AGENDA RESULTS

AGENDA	ACTIONS
CITIZENS' INPUT	
CONSENT AGENDA	
A. Approval of July 11, 2016 Minutes	A. Approved as presented with Ron Heberlein abstaining
PUBLIC HEARING	
A. Resolution No. 332. Villebois Phase 2 Central Modifications - Berkshire: Stacy Connery, AICP, Pacific Community Design, Inc. – Representative for RCS–Villebois Development, LLC – Applicant/Owner. The applicant is requesting approval of a SAP Central Refinement, Preliminary Development Plan modification, Final Development Plan modification and Tentative Subdivision Plat for development of ten detached row houses and associated improvements at the southeast corner of Costa Circle West and Barber Street. The subject property is located on Tax Lots 1900 and 2500 of Section 15AC, T3S, R1W, Clackamas County, Oregon. Staff: Daniel Pauly Case Files: DB16-0027 SAP Central Refinement DB16-0028 Preliminary Development Plan modification DB16-0029 Final Development Plan modification DB16-0030 Tentative Subdivision Plat	A. Unanimously approved with the addition of new condition PDC6.
BOARD MEMBER COMUNICATIONS	
A. Results of the July 25, 2016 DRB Panel B meeting B. Results of the August 22, 2016 DRB Panel B meeting	None.
STAFF COMMUNICATIONS	Daniel Pauly gave the Board status updates on projects they approved in the past and described projects currently submitted for DRB review.

RECORDED BY: S. WHITE