### CITY OF WARRENTON PLANNING AND BUILDING DEPARTMENT

## COMMERCIAL SITE DESIGN APPLICATION

To be accompanied by a Site Plan Map, copy of property deed and if applicable, a Letter of Authorization.

FILE # SDR-19-10 FEE \$ 2500.
ZONING DISTRICT
RECEIPT # 8809842 DATE RECEIVED 12/9/19

The site plan review process is a method for assuring compliance with the City of Warrenton Comprehensive Plan and Development Code, and to ensure wise utilization of natural resources, and the proper integration of land uses utilizing appropriate landscaping or screening measures. A commercial enterprise must also consider traffic circulation patterns, off-street parking, refuse containers, safe exit and entrance to the business, building height, dust control, future widening of major thoroughfares, and signs. Please answer the questions as completely as possible.

Legal Description of the Subject Property: Township $S$ , Range $D$ , Section(s) $2734$ , Tax Lot(s) $2800$ AND $3900$			
Property street address SEJETTY AVE AND SEJE	MYPL.		
I/WE, THE UNDERSIGNED APPLICANT(S) OR AUTHORIZED AGENT, AFFIRM BY MY/OUR SIGNATURE(S) THAT THE INFORMATION CONTINED IN THE FOREGOING APPLICATION AND ASSOCIATED SUBMISSIONS IS TRUE AND CORRECT.			
APPLICANT:			
Printed Name: JENNIFER AND JEFF CANSSA			
Signature: Address: 90435 CAMPER RD ASTORIA 97103	Date: 12/9/19		
Address: 90435 CAMPER RD ASTORIA 97103	Phone: 503 440 3532		
City/State/Zip:	_Fax:		
PROPERTY OWNER (if different from Applicant):			
Printed Name: THOMAS A. HARRIS			
Signature: SEE ATTACHED SALES AGREEMEN Date:			
Address: 1335 SEJETTY AVE Phone (603) SW (OLMBIAST SHERWOOD 9	: 503 523 6233		
E-mail Address:			
City/State/Zip: WARRENTON, OR 97146 Fax:			

1. In detail, please describe your proposal:
PLEASE SEE ATTACHED FINDINGS
2. Describe what type of business, commodity sold or manufactured, or service you are proposing.
28 UNIT APARTMENT COMPLEX
Current number of employees:  Projected number of customers per day  Days of operation  Number of shipments/deliveries per day  By what method will these be arriving/sent?
3. Does this property have an existing business or businesses?  ————————————————————————————————
If yes, please list the business names and their addresses, and note these businesses on your site plan map.
4. Is there a residence or residences on this property?
If yes, please list the number of residences and please show these structures on your site plan map.
5. Availability of services: City water TO BE (ONSTRUCTS) City sewer TO BE (ONSTRUCTS)
6. If you are an existing business, are materials or merchandise currently being stored on site?

Where and how do you propose to store materials or merchandise for sale or processing?
NA
N/PC
. What percentage of the property is currently landscaped?
What percentage of the property do you propose to landscape as part of this project?
How do you intend to irrigate the existing and proposed landscaping?
. Signs require the submittal of a separate application, which may be submitted in conjunction with this site plan application.
0. Please explain how you propose to provide for the drainage of this property, or explain why no additional drainage consideration is necessary.  THE SITE IS BEING ENGINEERS SO THAT DEANAGE MILE BE DIRECTED TO RIOS WALL DETENTIONS  THEN TO A COUNTY WETLAND.
11. Please provide the type of development on the neighboring properties.
North: PROPOSED PALMEERS DEVELOPMENT
South: East: West: PALMBERG APART SINGLE FAMILY RESIDENCE PALMBERG APARTMENTS
12. Provide samples of the building materials for the exterior of the building with detail description of where each type and color will be used in the construction and finishing of the building.
13. Will all parking for your business be provided on the property? Yes No All parking must be shown on your site plan map. If off-street parking is to be provided on another property, please attact a copy of the parking easement or agreement from the property owner; or will off-street parking be provided along the abutting street.
14. How does this request comply with the Warrenton Development Code Chapter 16, Section 16.40 (General Commercial)?  PCZASE DEFECTO THE FINDINGS OF THE DOCUMENT
15. Orientation of proposed building(s) (see Section 16.116.030 in the Warrenton Development Code)
commercial site design applica

16. Please address (on separate sheet of paper) all applicable sections of Design Standards (copy attached) out of the Warrenton Development Code.

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# PLEASE UNDERSTAND THAT THIS APPLICATION WILL NOT BE OFFICIALLY ACCEPTED UNTIL DEPARTMENT STAFF HAS DETERMINED THAT THE APPLICATION IS COMPLETELY FILLED OUT AND THE SITE PLAN MAP REQUIREMENTS HAVE BEEN COMPLETED.

#### **Return Application To:**

City of Warrenton Planning and Building Department PO Box 250 225 S. Main Street Warrenton, Oregon 97146 Phone: 503-861-0920 Fax: 503-861-2351

#### MAP INSTRUCTIONS AND CHECKLIST

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A Site Plan Map, which shows all existing and proposed structures and parking areas, must accompany this application. The following checklist identifies the specific information which should be included on this map.
Title the map "Commercial Site Design".
The map may be drawn on 8 ½ x 11 or 8 ½ x 14 inch white paper.
Township, Range, Section and Tax Lot number of the subject property(ies) shall be included.
North arrow, date, and map scale in one inch intervals (1" = 20') shall be noted.
Shape, dimensions, and square footage of the parcel shall be shown. Draw the property line with a solid black line and label adjacent street(s), if any.
Identify existing and proposed easements with a dotted line.
Identify the location and direction of all water courses and drainage ways, as well as the location of the 100-year floodplain, if applicable.
Illustrate all existing buildings and their sizes.
Illustrate all proposed new construction with dashed lines (include dimensions).

Illustrate parking area with number of spaces and access drive areas. If off-street parking is to be provided, even in part, on another property, please show its location on your site plan map, and attach a copy of the parking easement or agreement from the adjoining property owner.
Illustrate the entrance and exit points to the property, pattern of traffic flow, loading and unloading area, sidewalks and bike paths.
Illustrate the existing or proposed location, height, and material of all fences and walls.
Illustrate existing or proposed trash and garbage container locations, including type of screening.
Name of the person who prepared the map.
Location, type and height of outdoor lighting.
Location of mailboxes if known.
Locations, sizes, and types of signs (shall comply with Chapter 16.144 of the Warrenton Development Code).
Map shall show entire tax lot plus surrounding properties.
Identification of slopes greater than 10%.
location, condition and width of all public and private streets, drives, sidewalks, pathways, right-of-ways, and easements on the site and adjoining the site.
Identify designated flood hazard area(s).
Show wetland and riparian areas, streams and/or wildlife areas.
Any designated historic and cultural resources areas on the site and/or adjacent parcels or lots.
Location, size and type of trees and other vegetation on the property.

### City of Warrenton

Planning and Building Department
PO Box 250
Warrenton, Oregon 97146
503-861-0920

FILE # OFFICE USE ONLY FILE # \$1.000	_
ZONING DISTRICT	
RECEIPT # 8809842	
DATE RECEIVED 13/9/19	

### **Conditional Use Application**

i. Property
Address: SEJETTY AV. AND SEJETTY PL. Cross Street
Assessor's Parcel No.: Twp 8N, Rng10W, Section 27BA Tax Lot 3800 + 3900
II. Applicant
Applicant: SUNIFER AND SEFF (ANESS A Phone: 503 440 3332
Mailing Address: J 90435 EANDERFD ASTORIA 97103
E-Mail Address: DEN CANESSA @ HOTMHI. COM JCANESSA @ KN UTSENINS.
Applicant's Signature:Date12[9]
Mailing Address:  WARRENTON  WARRENTON  Phone: 503 523 6233  Phone: 503 523 6233  Phone: 503 523 6233  WARRENTON 97146
Mailing Address: SEE ATT ACHES SALES 1335 SECETTI/XVE
E-mail Address:
Owner's Signature: SEE ATTHEIFED SALES AGREEMENT
IV. Describe the Proposed Use 28 UNIT APARTMENT COMPLEX
PLEASE SEE ATTACKED FINDINGS OF FRET

## Six Conditional Use Criteria-Provide Written Responses to Each One-Section 16.220 1. The proposed use is in conformance with the Comprehensive Plan. PLEASE SEE ATTACHED KINDINGS OF FACT. 2. The location, size and design, and operating characteristics of the proposed use are such that the development will be compatible with, and have a minimal impact on surrounding properties. 3. The use will not generate excessive traffic, when compared to traffic generated by uses permitted outright, and adjacent streets have the capacity to accommodate the traffic generated. 4. Public facilities and services are adequate to accommodate the proposed use. 5. The site's physical characteristics, in term of topography, soils and other pertinent considerations are, are appropriate for the use. 6. The site has an adequate area to accommodate the proposed use. The site layout has been designed to provide for the building, parking, landscaping, driveway, on-site circulation, public areas, loading areas, storage facilities, setbacks, buffers, and utilities which are required by City ordinances.

This application will not be officially accepted until department staff has determined that the application is completely filled out and the site plan requirements have been completed and a copy of the deed.



#### **NOTICE OF PUBLIC HEARING**

To: Adjacent Property Owners & Interested Parties

The Warrenton Planning Commission will hold a public hearing at 6:00 pm on Thursday, January 9, 2020 in the City Commission Chambers, Warrenton City Hall, 225 S Main Ave regarding a conditional use permit and site design review submitted by Jennifer Canessa. The proposal is for 28 units of multi-family housing. The subject property, located adjacent to SE Jetty Ave and SE Jetty Place, is identified as Taxlot 81027BA003800 & 3900.

This application will be reviewed under the procedures, applicable standards and criteria in Warrenton Municipal Code Chapter 16. 220 Conditional Use Permits, 16.36 High Density Residential District; Chapter 16.188 Multifamily Design Standards; Chapter 16.120 Access and Circulation; Chapter 16.124 Landscaping, Street Trees, Fences and Walls; Chapter 16.128 Vehicle and Bicycle Parking; Chapter 16.132 Clear Vision Areas; Chapter 16.136 Public Facilities Standards; Chapter 16.140 Stormwater and Surface Water Management; Chapter 16.144 Signs; Chapter 16.152, Grading, Excavating and Erosion Control Plans; Chapter 16.192, Large Scale Developments; Section 16.208.050 Type III Procedure —Quasi-Judicial; and Chapter 16.212 Site Design Review.

Anyone wishing to participate in the above-noted public hearing may present testimony orally at the public hearing, or submit written testimony, which must be received by the Warrenton Planning and Building Department no later than 4:00 P.M. on the day of the hearing. Written comments may be mailed to Kevin A. Cronin, Community Development Director, Warrenton Community & Economic Development Department, P.O. Box 250, Warrenton Oregon, 97146-0250. Failure to raise an issue on the record in person or by letter before the close of the record at the public hearing, or failure to provide statements or evidence sufficient to afford the decision-making body an opportunity to respond to the issue, will preclude appeal to the City Commission based on that issue.

Anyone wishing to review and/or purchase copies of the application and/or staff report may do so at the City of Warrenton Planning and Building Department, Warrenton City Hall, 225 South Main, Warrenton. The staff report will be available for review at no cost at least seven days before the hearing. For more information contact Kevin A. Cronin at 503.861.0920 or <a href="mailto:cityplanner@ci.warrenton.or.us">cityplanner@ci.warrenton.or.us</a>.

Notice to mortgagee, lienholder, vendor, or seller: the Warrenton Development Code requires that if you receive this notice it shall be promptly forwarded to the purchaser.

16 L. C	12-16-19
Kevin A. Cronin, Community Development Director	Date

P.O. Box 250
Warrenton, OR 97146

SDR-19-10 Canessa

Kenneth Katka Faye Katka PO Box 219 Warrenton, OR 97146 Sext out 12/16/19 Julese

P.O. Box 250 Warrenton, OR 97146

> Nikki Soukkala 26635 Foley Way Nehalem, OR 97131

225 5. Maiii P.O. Box 250 Marrenton, OR 97146

> Ronald Bergholm 1389 SE Jetty Ave Warrenton, OR 97146

Palmberg Properties, LLC PO Box 173 Astoria, OR 97103

City of Warrenton 225 S. Main P.O. Box 250 Warrenton, OR 97146

> Nathan Tussing Kimberly Tussing 1345 SE Jetty AVe Warrenton, OR 97146

P.O. Box 250 Warrenton, OR 97146

> Kenneth Crow 914 SE 13th Pl. Warrenton, OR 97146

P.O. Box 250 Warrenton, OR 97146

> Clatsop County 800 Exchange St. Ste #300 Astoria, OR 97103

Warrenton, OR 97146

Robert May Claudene May 1320 SE Jetty Ave Warrenton, OR 97146

P.O. Box 250
Warrenton, OR 97146

Rebecca Greenway 1140 Franklin Ave Astoria, OR 97103



December 16, 2019

Jennifer & Jeffrey Canessa 90435 Ender Road Astoria OR 97103

RE: Latitude 46 Apartments | CUP & SDR Application File: 19-10 | SE Jetty Avenue & SE Jetty Place

After reviewing the conditional use and site design review application for a new multi-family project at Jetty Avenue, I have determined the application is complete.

Type 3 notice to adjacent property owners will be mailed next. In addition, public notice will be published in *The Columbia Press*. A public hearing is tentatively scheduled for January 9, 2020.

As I begin the formal review process, please be available for questions and clarifications of application materials. A staff report and recommendation should be available by January 2. I will not be attending the hearing. However, the City Attorney is scheduled to attend.

Please feel free to contact me if you have any questions.

I look forward to working with you on a successful outcome for your project.

Sincerely,

Kevin A. Cronin, AICP

166 C

Assistant City Manager/Community Development Director

SDR-19-10

#### PROPOSED FINDINGS OF FACT

## CANESSA APARTMENTS CONDITIONAL USE AND SITE DESIGN APPLICATION December 3, 2019

#### **Background Information**

Jennifer and Jeff Canessa propose to construct a 28 unit apartment complex on SE Jetty Avenue, near the intersection of US 101 and US 101B, also known as Fort Stevens Highway Spur. The site consists of two parcels, Tax Lots 81027BA 3900 and 3800. The land is currently vacant, and is adjacent to the previously approved Palmberg 66 unit apartment complex, which is in the planning stages. The lots are shown on the attached map. Adjacent uses include eight single family dwellings along the east and west sides of SE Jetty. Ocean Crest auto dealership is to the northwest across US 101, a ministorage complex is to the north across US 101B, and an auto repair shop to the northeast. The Warrenton Highlands commercial area (Costco, Goodwill, etc.) is approximately one third of a mile south, and the Marlin Avenue commercial area, including Fred Meyer, is about one half mile north of the site.

The property is flat and is covered with grass. There are no wetlands or any other natural resources on the site. The Clatsop County property to the southwest along US 101 is an identified wetlands area that receives runoff from surrounding properties and the highway.

The proposal is to build primarily two-bedroom, one-bath units that would satisfy the housing needs of the regional workforce, with rents in the \$1100 to \$1250 range, which would meet the needs of individuals or families with annual incomes of \$50,000 to \$60,000. (Median Household Income in Clatsop County is approximately \$50,000 per year. That income can support monthly housing costs of \$1,250, which is 30%.)

As shown on the Site Plan, map C-2, the property consists of 47,000 square feet, or 1.08 acres. Buildings will occupy 10,716 square feet, or 23% of the site. Landscaping will occupy 17,584 square feet, or 37.5% of the site. Paved areas, including parking and walkways, occupy 18,700 square feet or 40% of the site. According to the City Development Code, maximum lot coverage of buildings is 55%, minimum landscaping is 15%, and common open space must be a minimum of 20%. Therefore, the project exceeds these requirements.

#### 16.220.030 Review Criteria and Findings of Fact

A. Before a conditional use is approved findings will be made that the use will comply with the following standards:

#### 1. The proposed use is in conformance with the Comprehensive Plan.

Findings: The proposal is in conformance with the Comprehensive Plan. The site is within the urban growth boundary and city limits and is zoned C-1. This zone was recently amended to permit multifamily housing as a conditional use. The site is located at the juncture of two State highways, US 101 and US 101B, directly across from the automobile dealership. The proposed development is not in a designated

DEC 0 9 2019

wetlands or other sensitive area. There are no critical habitat areas or historic structures on site in accordance with LCDC Goal 5. The development is consistent with Goal 6 in that it provides needed moderate income higher density housing on a site that is close to employment, which will reduce energy costs and therefore improve air, water and land quality. The site is out of the tsunami inundation zone and is flat, and therefore not within a landslide hazard area in accordance with Goal 7. Under Goal 8, Recreation, the site is within walking and bicycling distance of City parks and school playgrounds, and is within close driving distance to the beach and Fort Stevens State Park and Fort Clatsop National Monument. Under Goals 9 and 10, the 28 unit apartment complex will provide needed workforce housing for employers in the area, including the US Coast Guard and retail employers in the Warrenton Highlands and other nearby commercial areas. Under Goal 11, Public Facilities and Services, the City of Warrenton has adequate capacity to serve the apartment complex with both water and wastewater services. However, there are two sewage pump stations that are scheduled for renovation, one on Marlin Avenue and one near Fred Meyer. Both of these projects are necessary to serve both the Canessa and Palmberg projects. According to the Public Works Department, the City can allow for occupancy upon completion of the project. All other private and public services are available nearby, including gas, power, phone, and cable service. A Transportation Impact Study was completed for the Palmberg project, but has not been required for the Canessa project. The site is near the intersection of two major roads, US 101 and US 101B, which are capable of handling this anticipated increase in traffic. SE Jetty Avenue will be improved to City standards as shown on the site plan. Therefore, the proposal is consistent with Goal 12, Transportation. The proposal is consistent with Goal 13, Energy Conservation in that it is dense and therefore an efficient use of land, and will be built to modern energy codes. It is close to employment, schools and shopping areas, as well as recreational opportunities. The proposal is consistent with Goal 14, Urbanization, because it is within the city limits and is in an area committed to development. Goals 15, 16, 17, 18 and 19 do not apply to the site.

Applicable Comprehensive Plan policies:

Section 2.320(1)(a) Urban Development

Make urbanizable land available for urban uses in stages as public facilities adequate to serve urban development become available.

Finding: The proposed site is within the city limits and zoned for urban development. It is surrounded by urban development in all directions. Public facilities including sewer, water, and roads are all adequate to serve the development. As discussed above, the renovation of the sewage pump stations will be needed to allow for occupancy of the project.

#### **Clatsop County Housing Study**

The Clatsop County Housing Study, completed in January, 2019, includes the following:

Strategy 6: Facilitate "Missing Middle" Housing Types in All Residential Zones Applicable jurisdictions: All cities and county Given the demographic trends identified in this study, and the ongoing challenge of providing enough housing options for people with low or moderate incomes, smaller sized, modest housing units will continue to be an important need in Clatsop County. Some of these units can be provided in larger, multi-family apartment buildings; however, there are two significant limitations to this form of development. First, due to concerns for visual compatibility and character, this type of development is largely only permitted in high density zones, which usually account for a smaller portion of the overall residential land area than low or moderate density zones. Second, this type of development can be more expensive to construct on a per unit basis than lower density development, unless constructed at high densities that exceed what is allowable or financially feasible in many areas in Clatsop County. For these reasons, it makes sense to try to accommodate these smaller sized housing units in smaller structures that are typically compatible with detached, singlefamily houses and, therefore, could be permitted outright in these zones. These housing types include duplexes, triplexes, garden or courtyard apartments, and townhomes. They have been termed the "missing middle" - occupying the space between high density apartment buildings and low density, detached housing

Finding: In the last ten years, there has been significant growth in the population and employment while household incomes have been stagnant. After the recession of 2007, development was down significantly. In the last decade a significant number of both single family and multifamily housing units have been built in Warrenton and Astoria. The proposed apartments will rent in the range of affordability for moderate income households. The project can be considered workforce housing in that it will provide housing for employees of businesses nearby and throughout the area. Section 3.260 "Future Needed Housing Types" identifies workforce housing as a need, particularly in the retail/service sector.

#### Section 4.300 Policies

Sec. 4.310 Soils. Sec. 4.320 Flood Hazards Sec 4.330 Drainage and Erosion Sec. 4.340 Topography Sec. 4.350 Water Quality Sec. 4.370 Fish and Wildlife

Finding: The site is especially suited to development in terms of soils, flood hazards, drainage and erosion, topography, and water quality. It is flat, and is surrounded by other development that has experienced no foundation problems. It is above the 100 year flood zone as well as the tsunami zone. Best practices will be used to protect surrounding waterways from erosion and sedimentation, including the adjacent wetlands. The County ownedproperty southwest of the site will be utilized for storm water runoff, and bioswales will be designed to filter contaminants prior to entering the County wetland.

Sec. 4.380 Scenic and Historic Resources Sec. 4.390 Energy Conservation

Finding: The large trees on the edges of the Palmberg site, especially on ODOT and Clatsop County property, will be retained, and will screen the project from the highway. There are no known historic or archeological resources on the site. In terms of energy conservation, the development is located near employment centers, enabling residents to walk or bicycle to work at nearby jobs. The buildings will meet modern energy codes and conserve energy for heating and lighting.

## 2. The location, size, design and operating characteristics of the proposed use are such that the development will be compatible with, and have a minimal impact on, surrounding properties.

Finding: The 28 units are permitted under the development code, and will meet all design standards. The site is directly southeast of Ocean Crest auto dealership, and within walking and bicycling distance from two major commercial areas. There will be minimal impact on adjacent neighborhoods because of its location on the juncture of two major roads. Access and egress will be a short distance from US 101B. The main access, SE Jetty Avenue, is a dead end heading south, so all traffic from both the Canessa and Palmberg projects will go north and not impact the houses to the south. The landscaping is more than double the amount required. The project will be screened with trees and shrubs on both the west and east sides.

## 3. The use will not generate excessive traffic, when compared to traffic generated by uses permitted outright, and adjacent streets have the capacity to accommodate the traffic generated.

Finding: A Traffic Impact Study was not required for the proposal, although one was completed for the Palmberg project. The study found that the 66 unit Palmberg project would generate a net increase of approximately 35 site trips during the morning peak hour and 53 site trips during the evening peak hour. With 28 similar units, the Canessa project could reasonably be expected to generate 42% of the Palmberg project, or 14 trips in the morning and 22 trips in the evening peak hour. The entry to the project is close to the State Highway 101B, which carries a high volume of traffic daily. Other conclusions of the study include:

<sup>☐</sup> All study intersections are currently operating acceptably per Clatsop County and ODOT standards and are projected to continue operating acceptably upon build-out of the proposed development through year 2019. No operational mitigation is necessary or recommended.

No significant trends or crash patterns were identified at any of the study intersections and no
pecific safety mitigation is recommended.
Based on the detailed analysis, adequate intersection sight distance is available to the north and
outh of the proposed site access intersection along SE Jetty Avenue. No other sight distance
nitigation is necessary or recommended.
Left-turn lane warrants are not projected to be met for any of the applicable study intersections
ander any of the analysis scenarios through the 2019 build-out year. No other new turn lanes are
necessary or recommended.
Due to insufficient main and side-street traffic volumes, traffic signal warrants are not projected to
be met for any of the applicable unsignalized study intersections under any of the analysis scenarios

#### 4. Public facilities and services are adequate to accommodate the proposed use.

Finding: The Public Works Director has stated that the sewage pump stations that would serve the project are scheduled for renovation in mid to late 2020, so occupancy of both the Palmberg and Canessa projects will be delayed until the completion. The sewer and water lines will be installed along Highway 101B to connect with the Nygaard property as required by Public Works. All other City services are adequate to serve the project, including fire and police.

5. The site's physical characteristics, in terms of topography, soils and other pertinent considerations, are appropriate for the use.

Finding: The existing site, which is flat, is capable of supporting the development.

6. The site has an adequate area to accommodate the proposed use. The site layout has been designed to provide for appropriate access points, on-site drives, public areas, loading areas, storage facilities, setbacks and buffers, utilities or other facilities which are required by City ordinances or desired by the applicant.

Finding: The site plan meets the requirements of the development code in terms of parking, fire access, common open space, wetlands buffers, utilities and play areas. 49 parking spaces are provided at 1.75 spaces per two-bedroom unit. Long term bicycle parking is provided in the storage units, and two short term spaces in the parking lot.

#### 16.188.030 Design Standards.

A. <u>Building Mass Supplemental Standard</u>. The maximum width or length of a multiple-family building shall not exceed 200 feet (from end-wall to end-wall).

Finding: None of the multifamily buildings exceed 200 feet in length.

- B. <u>Common Open Space Standard</u>. A minimum of 20% of the site area shall be designated and permanently reserved as useable common open space. Finding: 37.5% of the site is devoted to common open space, or 17,584 square feet.
- C. <u>Trash Receptacles</u>. Trash receptacles shall be oriented away from adjacent residences and shall be screened with an evergreen hedge or solid fence or wall of not less than six feet.

Finding: Trash and recycling receptacles are screened from view by attractive fencing and landscaping.

#### **General Design Standards:**

#### 16.120.020 Vehicular Access and Circulation.

Finding: The development will meet all requirements of 16.120.020, including the improvement of SE Jetty and a portion of SE 13<sup>th</sup> Place. All driveway widths and street improvements are 24 feet. The development meets all fire safety access requirements identified by the fire department. Clear vision areas are met. Storm water will be collected and piped to the County property on US 101. A traffic impact study prepared for the Palmberg project indicates that the intersections on US 101 and 101B are adequate to handle the increased traffic.

#### 16.120.020 Vehicular Access and Circulation.

Finding: The development provides a sidewalk along SE Jetty as required, and internal sidewalks within the development.

#### 16.136.050 Storm Drainage Improvements.

Finding: Storm drainage will be provided and as shown on the site plan. Bioswales or detention ponds are provided on site. A request to pipe storm drainage to the County wetlands west of the property is being presented to the County Commission.

#### 16.136.060 Utilities.

Finding: All utilities (power, cable, phone) will be placed underground. Easements will be provided in the final plat.

#### **Chapter 16.140 STORMWATER AND SURFACE WATER MANAGEMENT**

Finding: Stormwater will be collected and piped to the County wetlands area below the site. A request for an easement is being processed by the County at this time. A stormwater calculation has been prepared by the project engineer and is attached. An erosion control plan and application for a 1200(C) permit if needed will be submitted after approval of the conditional use permit.

#### 16.156.030 Wetland Area Development Standards.

Finding: There are no wetlands on the developed portion of the site.

#### 16.192.030 Soil Suitability.

Finding: The site is basically flat, and the surrounding development, such as the single family dwellings along SE Jetty, have seen no soil issues..

#### 16.192.040 Stormwater Management.

Finding: The stormwater system will be piped into the County owned wetlands below (west) of the property. An easement agreement is being negotiated at this time.

#### 16.192.050 Utilities.

Finding: The utility plan has been evaluated by the City Engineer and comments have been included in the plan.

#### 16.192.060 Schools.

Finding: The Warrenton school district has been requested to provide a letter commenting on the project, and will be submitted prior to the public hearing.

#### 16.192.070 Landscape Suitability.

Finding: A preliminary landscape plan has been submitted for evaluation. The landscape area is 17,584 square feet, or 37.5% of the site area, well in excess of the 15% requirement. The landscaping will contain a mixture of trees, shrubs, perennials and grass areas including picnic areas.

#### 16.208.050 Type III Procedure (Quasi-Judicial).

#### **Impact Study**

The 28-unit apartment complex will include the following impacts on public facilities and services:

Transportation. Based on the Palmberg traffic impact study, the project will generate 14 morning peak hour trips, and 22 evening peak hour trips. Given that the project is located at the juncture of two major highways, US 101 and US 101B, this is an acceptable level of impact. The project is within walking and bicycling distance of two major employment centers, the Costco/Walmart/Home Depot area to the south and the Fred Meyer area to the north. It is probable that SE Jetty will eventually be improved south to the commercial area, enabling residents to walk or bicycle there without travelling on the highway. Public transportation is available on US 101 for both north and south travel. The internal sidewalks are provided to all units so that residents do not have to walk in the parking lot or streets. Bicycle parking areas are provided per code, both inside the individual storage units and short term in the parking area.

Drainage. Stormwater runoff will be collected in catch basins and piped to bioswales on the Palmberg property. It will then be piped to the County wetlands on the west side of the site. The County is processing the request for an easement to utilize the public property at this time.

Parks. The development is within a short driving distance from both City parks and regional parks such as Fort Stevens and Lewis and Clark National Historic Park. There are open space areas on site for picnicking and outdoor enjoyment, including a gazebo.

Water and sewer: The City Public Works Department has reviewed the development proposal in the preapplication period and provided comments. An engineering plan from been submitted to connect the development to City systems which will be evaluated. Occupancy of the project will not be permitted until there is adequate capacity in both of the sewage pump stations planned for renovation. The project will extend water and sewer lines adequate to accommodate future development to the Nygaard development at the owner's expense in conjunction with the Palmberg development. Advance financing will be utilized to recoup some of the cost.

Schools: The Warrenton school superintendent has been contacted via email concerning the impact of the development on the capacity of the system. The response will be submitted to the City prior to the public hearing.

#### Preapplication Notes Response Letter

To: Kevin Cronin, Community Development Director/Assistant City Manager

From: Mike Morgan, Planning Consultant

Date: December 7, 2019

This is in response to the letter of October 15, 2019 from you to Jeff and Jennifer Canessa regarding the proposed 28-unit apartment project on SE Jetty Avenue.

- 1. The plan has been revised to address some of the concerns, including density (24 to 28 units), building layout, parking and other items.
- 2. A conditional use application is being submitted with a narrative statement addressing the site design requirements, as well as an engineering plan from Lower Columbia Engineering. It is our hope that the Planning Commission can consider the application at its January 9 meeting because the sale of the property is occurring shortly thereafter. We recognize this is a short time frame, but feel our application is complete, and we can supply any additional information as requested.
- 3. Elevations and material samples are being submitted along with the site plan. We feel the new design is attractive and functional, with significantly increased landscaping, well in excess of the requirement.
- 4. We have worked closely with Jason Palmberg to coordinate the two projects in terms of access off of SE Jetty Avenue, parking and storm water management. An agreement between the two owners will allow for storm water to flow into detention ponds on the Palmberg property and then be piped to the County wetlands. Legal easements are being drafted and will be recorded.
- 5. Density is virtually maximized at 28 units, from the original 24 units.
- 6. There is a 11.5 foot landscaped buffer along SE Jetty Avenue that screens the parking and gazebo/picnic area from the street.
- 7. Common open space is well in excess of the requirement, with 37.5% of the area in landscaping not county hardscaping such as walkways.
- 8. Deciduous trees such as flowering columnar pears will be planted along SE Jetty and in the parking lot dividers as required. Trees will be 2" caliper minimum. Flowering shrubs will include deer-resistant species such as Escallonia and Barberry. No crushed rock will be utilized for mulch
- 9. Parking for 49 vehicles will be provided, at 1.75 per unit, with 19 compact and 30 full size spaces, including two van accessible spaces.
- 10. A thermoplastic crosswalk will be installed across the middle of the parking lot.
- 11. Half streets are shown on the site plan for SE Jetty Avenue and SE Jetty Pl.
- 12. The trash enclosure will be attractively designed and surrounded on three sides by landscaping.
- 13. A sign permit will be applied for in the future.
- 14. No construction trailer is anticipated at this time.

- 15. Lower Columbia Engineering has responded to the engineering and public works issues in a separate submittal.
- 16. Fire department concerns have been addressed with the placement of a new hydrant and water line, and with adequate access for fire apparatus.

SDR-19-10

CITY OF WARRENTON

#### SINGLE AND MUTI-FAMILY RESIDENTIAL IMPROVEMENTS

New residential units must meet the development standards found in the WMC applicable to the pertinent land use district. Some new construction will require permitting through the Public Works Department (PWD).

Most lots within a subdivision will already comply with the development standards and no addition PWD permitting is required. New residential construction in a subdivision with existing roadway curbs will require sidewalks adjacent to the property if not provided by the original developer.

To meet current development standards, partitioned lots and other residential properties not created through the subdivision process may need to provide improvements in the right-of-way (ROW) that will require a plan approval and a permit from the PWD. If pertinent, PWD requirements include but are not limited to installation of the following:

- Utility connections to public water and sewer systems. System Development Charges apply to these connections. New connections to water lines will only be approved if 20 psi can be maintained at the service meter(s). All new connections require an approved Residential Water & Sewer Availability Statement from the Public Works Department.
- Street lighting improvements.
- Paved connection to the nearest public or private access ROW or easement for vehicular access. These improvements may also include curbs, gutters and sidewalks along newly constructed roadways.
- Signage for traffic safety with any access extensions.
- Curbs, gutters and sidewalks adjacent to the adjoining ROW. When matching existing curbs with new sidewalk, score marks must line up with the existing curb score/joints and also be placed equal distance at 5-foot intervals or intervals closely matching the width of the sidewalk.
- Drainage ditches and culverts for roadway drainage adjacent to the property adequate to provide drainage for the ROW and to protect the property from runoff from the ROW, This may require submittal and approval of a grading & drainage plan in conjunction with the building permit application.
- Fire hydrant connected to the public water system.

Response: The applicant intends to meet all the required improvements for a Multi-Family residence per the proposed site plan

(Drawing C-1)

#### <u>Title 13 – Public Services</u>

#### 13.04.030 Installation.

- A. Installation. A new service may be installed upon an approved water availability and payment of current water connection fee, any additional costs for labor and materials and System Development Charges (SDCs), as set by resolution. All meters shall be installed only in the public right-of-way adjacent to: (1) the property to be served, or (2) a recorded easement which allows placement of utilities, which easement benefits the property to be served.
- B. Water Availability Statements. New water service can be applied for through the Public Works Department. The City makes no guarantee of water availability. Water will be determined available if a water main is within 100 feet of the property line where the meter would be placed and no

other restrictions apply. The property line may be adjusted in the case of an easement granting the property owner the right to a utility easement for water. If a water main is not available then the applicant is responsible to extend an adequately-sized water main in an established right-of-way (ROW) or dedicated utility easement across the full frontage along the ROW of the property being developed in accordance with the City of Warrenton Engineering Standards. These applications will expire after 90 days from the date of issuance if the appropriate connection fees listed on the statement are not paid in full. Applicant has the right to reapply if the previous application has expired. Meter connection charges that have been paid for but not installed after 12 months from the date of payment for connection charges will be refunded in full and the water availability statement will be void. Applicant has the right to reapply for a water availability statement.

- 1. The water availability statement will note the size of meter, purpose of water use, fees, conditions and responsibilities of the owner/contractor.
- 2. The applicant must state fully and truly all purposes for which the water may be required and must agree to conform to rules and regulations as a condition for the use of water.
- 3. Unexpired water availability applications, that have not been paid and meter(s) installed, will be subject to increased fees, as set by resolution.
- C. Single-Family Residential Water Meter Connection. All single-family residential properties, including new subdivision development lots, shall be required to use water meters, the kind or make of said meter to be approved or designated by the Public Works Department.
- 1. Where an existing City service line is installed, approval by all required departments has been received, and the applicant's payment, of all associated charges and fees have been paid in full, a water meter will be dropped-in by the Public Works Department within two business days.
- 2. Upon the applicant's payment, in full, of both current meter connection fees and SDCs, the full installation of the City service line with meter box and meter shall be installed by the Public Works Department. The department will attempt to make any and all installations within 30 days or as soon as possible, in the order received.
- D. Commercial, Industrial and Multi-Family Water Meters. All water meter(s), the kind or make of said meter(s) to be approved or designated by the Public Works Department and service connections will be installed by the owner/contractor. All meter information and numbers will be delivered to the Public Works Department upon installation. A single water meter will be installed to serve multiple living units, such as duplexes, apartment houses, etc., unless the owner requests a separate service for each unit. If a separate service is requested, each such service will be metered and charged the appropriate rate. An approved backflow prevention assembly is required immediately behind the water meter on the customer's service line, for premise isolation.
  - 1. Water services including all infrastructure, water meters and meter boxes with lids the size and type required by the City Public Works Department will be installed by the owner/developer and the meter information will be remitted to the City at the time of installation. All meters larger than one inch will be flanged. A daily inaccessible to read penalty will apply if meter information is not submitted at the time of installation. (Ord. 1222 § 3, 2018; Ord. 1172-A § 1, 2012; Ord. 1157-A § 3, 2012)

Response: The applicant understands the requirements for connection to city water service. See drawing C-1 for proposed meter location.

- A. It is unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the City of Warrenton or in any area under the jurisdiction of said City, any human or animal excrement, garbage or other objectionable waste.
- B. It is unlawful to discharge to any natural outlet within the City of Warrenton, or in any area under the jurisdiction of said City, any sanitary sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.
- C. The owner of any house, building, mobilehome or other property used for human occupancy, residence, employment, recreation or other people related purposes, situated within the City of Warrenton and abutting on any street, alley or right-of-way in which is located a public sanitary sewer of the City, is required, at the owner's expense, to install suitable toilet and plumbing facilities therein. If the public sewer is within 170 feet of the property line, the owner shall connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter within 90 days after date of official notice to do so.
- D. The City will install a standard four-inch service to the right-of-way or easement where a City lateral, main or trunk line is located. Where property is more than 100 feet from a City sewer main, the City may then extend the standard four-inch service from the nearest main along an available right-of-way for a distance not to exceed 100 feet. The selection of the right-of-way to be used for extending the four-inch service shall be made by the City.
- E. The provision for the installation of a four-inch service by the City shall be available to all property owners whether or not they are required to be connected to the sewer system. However, when the cost of such installation exceeds \$1,050.00 as determined by the City Engineer, the property owners shall be required to pay the basic \$750.00 connection fee plus all costs of installation in excess of \$1,050.00 when they require connection to the City sewer. The connection and hookup fees must be paid as set forth by resolution, prior to commencement of work by the City. (Ord. 853-A § 2, 1989)

Response: The applicant understands the requirements and cost for connection to city sewer.

See drawing C-1.

#### 13.08.040 Building sewers and connections.

- A. No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the supervisor.
- B. There shall be two classes of building sewer permits: (1) for residential services; and (2) for commercial service. In either case, the owner or agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the supervisor. Permit and inspection fees shall be paid to the City in accordance with the schedule set by resolution, at the time the application is filed.
- C. No person, firm or corporation shall make any sewer connection to any part of the sanitary sewer system of the City without first making an application and securing a permit therefor. Applications for sewer connection permits must be made on printed forms to be furnished by the water office, signed by the owner, lessee or agent and each applicant must agree to conform to the rules and regulations as conditioned for sewer connection to Warrenton sanitary sewer system, and shall give the location of the property, street number of the building or buildings to be connected, name of the owner of the property to be connected, name of the person, firm or corporation engaged to make the connection, and such other information or plan as may be required by the City, including real property description.

- D. Reasonable notice shall be given the City to inspect all sewer connections before their completion and while said connections are still uncovered. All work must be done in accordance with specifications prescribed by the City and subject to the approval of the City.
- E. If the City approves the application and the charges are paid as herein provided, the City Auditor, accounting supervisor or their designate, shall thereupon issue a sewer connection permit for the premises covered in said application, and said permit shall be in the form prescribed by the City.
- F. Sewer connections and house laterals shall be so constructed as to conform with provisions of the Oregon State Plumbing Code, and the physical connection to sewer mains, trunk sewers or lateral sewers shall be made only by a licensed plumber of the State of Oregon or an individual approved by the City of Warrenton as competent to make sewer hookups.
- G. All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- H. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building.
- I. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the supervisor, to meet all requirements of this chapter.
- J. The building sewer shall be cast iron, ductile iron, extra strength concrete, polyvinyl chloride or extra strength clay pipe. All shall have "O" ring rubber gasket joints. Joints shall be tight and waterproof. Any part of the building sewer that is located within 10 feet of a water service pipe shall meet State Health Division requirements.
- K. The size and slope of the building sewer shall be subject to the approval of the supervisor, but in no event shall the diameter be less than four inches. The slope of such four-inch pipe shall be not less than one-eighth inch per foot, unless a flatter grade is absolutely necessary and approved by the supervisor.
- L. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at uniform grade and in straight alignment in so far as possible. Changes in direction shall be made only with properly curved pipe and fittings.
- M. In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such sewer shall be lifted by approved artificial means and discharged to the building sewer. Facilities necessary to accomplish this objective shall be installed, maintained and operated by the owner of the building.
- N. All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the supervisor. Pipe laying and backfill shall be performed in accordance with regulations of the D.E.Q. and State Plumbing Code.
- O. All joints and connections shall be made watertight and gastight. Rubber "O" ring joint cast iron, vitrified clay, concrete or PVC pipe may be used. Other jointing materials and methods may be used only upon approval by the supervisor.
- P. The connection of the building sewer into the public sewer shall be made at the property line where the City side sewer terminates. If no "T" or "Y" branch is available at a suitable location, a new hole may be cut into the public sewer to receive the side sewer. A 45-degree ell may be used to make such connection with the spigot end cut so as not to extend past the inner surface of the public sewer. The

invert of the side sewer at the point of connection shall be at the same or at a higher elevation than the invert of the public sewer. A smooth, neat joint shall be made secure and watertight with a saddle connection designed for this purpose.

- Q. The applicant for the building sewer permit shall notify the supervisor when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made only under the supervision of the supervisor or representative.
- R. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.
- S. All property owners shall maintain, at their own expense, the sanitary sewer service lateral line on their property. They shall also be financially responsible for any blockage between the sewer service lateral and the sewer main, whether or not on private or public property. (Ord. 853-A § 4, 1989)

Response: The applicant intends to install a 4" diameter sewer line for each building that will tie Into a 6" lateral sewer which will tie into a 10" proposed trunk line that run to the 10" main sewer line to be installed along Jetty Avenue. See drawing C-1.

#### <u>Title 16 – Development Code</u>

#### 16.36.020 Permitted Uses.

The following uses and their accessory uses are permitted in the R-H zone if the Community Development Director determines that the uses conform to the standards in Sections 16.36.040 through 16.36.050, applicable Development Code standards, and other City laws:

- A. Single-family detached dwelling.
- B. Modular housing.
- C. Manufactured home.
- D. Duplex and townhome subject to standards of Chapter 16.184.
- E. Triplex subject to standards of Chapter 16.184.
- F. Multifamily housing development subject to standards of Chapter 16.188.
- G. Residential home.
- H. Residential (care) facility.
- I. Day care.
- J. A temporary dwelling for no more than six months while building a permanent residence.
- K. Accessory structure no larger than 1,200 square feet, in conjunction with an existing residence on the same property and subject to the additional criteria under Chapter 16.180.
- L. Master planned development with a minimum lot size of three contiguous acres, subject to the provisions in Chapter 16.224.
- M. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- N. Similar uses as stated above.

- O. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items.
- P. Home occupations.
- Q. Accessory dwelling that complies with Section 16.180.040. (Ord. 1221 § 2, 2018; Ord. 1175-A § 8, 2013)

Response: This project will be used as multifamily housing development, subject to standards of Chapter 16.188.

#### 16.40.030 Conditional Uses.

The following uses and their accessory use may be permitted in the C-1 zone when approved under Chapter 16.220 and shall comply with Sections 16.40.040 through 16.40.060 and Chapters 16.124 (Landscaping) and 16.212 (Site Design Review):

- A. Only the following uses and their accessory uses are permitted along Highway 101, SE Marlin and SW Dolphin Avenues, and shall comply with the above noted sections and Chapter 16.132:
  - 1. Cabinet, carpenter, woodworking or sheet metal shops.
  - 2. Processing uses such as bottling plants, bakeries and commercial laundries.
  - 3. Research and development establishments.
  - 4. Wholesale storage and distribution facilities, including cold storage.
  - 5. RV Park.
  - 6. New drive-through/drive-up facility or substantially improved as defined by 25% of assessed value.
  - 7. Similar uses as those stated in this section.
- B. The following uses and their accessory uses are permitted in all other C-1 zoned areas within the City limits of Warrenton:
  - 1. Cabinet, carpenter, woodworking or sheet metal shops.
  - 2. Building contractor shops, including plumbing, electrical and HVAC.
  - 3. Fuel oil distributor.
  - 4. Processing uses such as bottling plants, bakeries and commercial laundries.
  - 5. Research and development establishments.
  - 6. Wholesale storage and distribution facilities, including cold storage.
  - 7. Veterinary clinic, kennels.
  - 8. Tool and equipment rental.
  - 9. Mini-warehouses or similar storage uses.
  - 10. Church, synagogue, or other place of worship.
  - 11. Commercial uses with 2nd floor residential use(s) [apartment(s)].
  - 12. RV Park.

- 13. Multifamily housing development subject to the development and other applicable standards of Chapter 16.36, Section 16.124.070 generally and 16.124.070(C)(1) specifically, and Chapter 16.188.
- 14. Similar uses to those listed in this section. (Ord. 1225 § 3, 2019; Ord. 1211-A § 1, 2017).

#### Response: This project meets the criteria for Multifamily Housing.

#### 16.124.070 New Landscaping.

- A. Applicability. This section shall apply to all developments within the City of Warrenton.
- B. <u>Landscaping Plan Required</u>. For every new development in the City of Warrenton requiring a City permit, a landscape plan is required. All landscape plans shall include the following minimum required details (see Section 16.212.040 for additional landscape plan requirements for projects requiring site design review):
  - 1. Legal description (e.g., assessor parcel number, copy of warranty deed, etc.) for the subject property;
  - 2. Property lines with the location and general description (height and type of material) of existing and proposed fences and other buffering or screening materials;
  - 3. The location of existing and proposed terraces or retaining walls;
  - 4. The location of existing and proposed plant materials;
  - 5. Wetland and/or riparian area boundaries on the property, if any;
  - 6. Existing and proposed structures;
  - 7. Driveway and adjoining roadway widths, descriptions, and locations; and
  - 8. Prevailing drainage patterns for the property.
  - 9. Other information as deemed appropriate by the Community Development Director. An arborist's report may be required for sites with mature trees that are protected under this chapter and/or Chapter 16.156 of this Code.
- C. <u>Landscape Area Standards</u>. The minimum percentage of required landscaping equals:
  - 1. Residential districts: 20% of the site.
  - 2. Commercial districts: 15% of the site shall be landscaped according to the requirements of this section.
  - 3. General industrial districts: a minimum of 20% of the site shall be landscaped.

The use of mature, native vegetation within developments is a preferred alternative to removal of vegetation and re-planting.

- D. <u>Landscape Materials</u>. Landscape materials include trees, shrubs, groundcover plants, turf grasses (e.g. grass sod or seed), and outdoor hardscape features, as described below:
  - 1. <u>Natural Vegetation</u>. Natural vegetation shall be preserved or planted where practicable.
  - 2. <u>Plant Selection</u>. A combination of deciduous and evergreen trees, shrubs, turf grasses, and groundcovers shall be used for all planted areas, the selection of which shall be based on local climate, exposure, water availability, and drainage conditions. As necessary, soils shall be amended to allow for healthy plant growth.
  - 3. "Non-native, invasive" plants, as per Section 16.124.020, shall be prohibited.

- 4. Hardscape features (i.e., patios, decks, plazas, etc.) may cover up to 50% of the required landscape area. Swimming pools, sports courts and similar active recreation facilities may not be counted toward fulfilling the landscape requirement.
- 5. <u>Non-plant Groundcovers</u>. Bark dust, chips, aggregate or other non-plant groundcovers may be used, but shall cover no more than 50% of the area to be landscaped. "Coverage" is measured based on the size of plants at maturity or after five years of growth, whichever comes sooner.
- 6. <u>Tree Size</u>. Trees shall have a minimum caliper size of one and one-half inches or greater (two inches for required street trees) at time of planting.
- 7. <u>Shrub Size</u>. Shrubs shall be balled and burlapped and sized to fit in multi-gallon containers.
- 8. <u>Groundcover Size</u>. Groundcover plants shall be sized and spaced so that they grow together to cover a minimum of 30% of the underlying soil within two years.
- 9. <u>Significant Vegetation</u>. Significant vegetation preserved in accordance with Section 16.124.020 may be credited toward meeting the minimum landscape area standards. Credit shall be granted on a per square foot basis. The street tree standards of Section 16.124.040 may be waived when trees preserved within the front yard provide the same or better shading and visual quality as would otherwise be provided by street trees.
- 10. <u>Stormwater Facilities</u>. Stormwater facilities (e.g., detention/retention ponds and swales) shall be landscaped with water tolerant, native plant

Response: Landscaping will be installed per drawing C-2 and supplied planting list.

#### 16.116.030 Design Standards.

The City's development design standards are for the commercial district along Highway 101, SW Dolphin and SE Marlin Avenues.

A. <u>Orientation of Buildings</u>. Building(s) shall be located on the property with the principal building entrance oriented toward the primary focal point of the property/development.

Response: The applicant proposes having building entrances face court yard areas that include amenities and landscaping.

B. <u>Natural Features</u>. The property owner/developer is encouraged to protect and incorporate areas of special interests and other natural features such as grade, trees, vegetation and waterways, into the overall site plan. These areas may be calculated as part of the landscaping requirement if healthy and not damaged during construction.

Response: The applicant understands the interest in protect and incorporate natural features on the existing property.

- C. Building Requirements.
  - 1. <u>Customer Entrances</u>. The customer entrance(s) shall be clearly defined and highly visible by using features such as canopies, porticos, overhangs, recesses/projections, raised corniced parapets over the door, arcades, arches, wing walls, and integral planters are highly encouraged.

2. <u>Roof Design</u>. Roofs should be designed to reduce the apparent exterior mass of a building, add visual interest and be appropriate to the architectural style of the building. Variations within one architectural style are highly encouraged. Visible roof lines and roofs that project over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged. Architectural methods shall be used to conceal flat roof tops. Overhanging eaves, sloped roofs and multiple roof elements are highly encouraged. Mansard style roofs shall not be allowed.

#### 3. Materials.

- a. The predominant exterior building materials shall be of high quality materials, including, but not limited to brick, sandstone, wood, native stone and tinted/textured concrete masonry units and/or glass products. Simulated material may be substituted for any of the aforementioned building materials.
- b. At least three different building materials shall be used for 100% construction of a building.
- c. Exterior building materials shall not include smooth-faced concrete block, tilt-up concrete panels, or T 1-11. Prefabricated steel panels are excluded unless the design and material meets the City's design standards.
- d. Metal roof may be allowed if compatible with the overall architectural design of the building.
- 4. <u>Architectural Features</u>. Architectural features include, but are not limited to, the following: recesses, projections, wall insets, arcades, window display areas, awnings, balconies, window projections, landscape structures or other features that complement the design intent of the structure and are acceptable to the Community Development Director.
- 5. <u>Building Colors</u>. Exterior colors shall be of low reflectance, subtle, neutral or muted earth tone colors. The use of high intensity colors such as black, neon, metallic or fluorescent colors for the facade and/or roof of the building are prohibited except as approved for building trim.

#### Response: See drawing xxxx for detail on Architectural style and proposed colors.

- 6. <u>Mechanical Equipment, Outdoor Storage and Service Areas</u>. The location of loading docks, outdoor storage yards and all other service areas shall be located to the sides and/or rear of a building, except when a site abuts Highway 101, in which case the said areas shall be located to the sides of the building that do not face Highway 101.
  - a. All outdoor storage yards, loading docks, service areas and mechanical equipment or vents larger than eight inches in diameter shall be concealed by screens at least as high as the equipment they hide, of a color and material matching or compatible with the dominant colors and materials found on the facades of the principal building. Chain link or cyclone fencing (with or without slats) shall not be used to satisfy this requirement.
  - b. Equipment that would remain visible despite the screening, due to differences in topography (i.e., a site that is at a lower grade than surrounding roadways) shall be completely enclosed except for vents needed for air flow, in which event such vents shall occupy no more than 25% of the enclosure façade.
  - c. The architectural design of the buildings shall incorporate design features which screen, contain and conceal all heating, ventilation, air conditioning units, trash enclosures, dumpsters, loading docks and service yards

Response: The applicant intends to construct a storage structure on the West side of the property. See drawing C-2 and drawing xxxx for detail.

D. <u>Community Amenities</u>. Each building shall contribute to the establishment or enhancement of the community and public spaces by providing at least two community amenities such as: a patio/seating area, water feature, art work or sculpture, clock tower, pedestrian plaza with park benches, open spaces, or other features, such as a park acceptable to the review authority.

### Response: A gazebo and picnic tables are planned along the East side of the property, bordering SE Jetty Street.

E. <u>Outdoor Lighting</u>. The lighting for residential, commercial and industrial zones shall be shielded and directed down into the site and shall not shine or glare onto adjacent property or streets. Light poles, light fixtures and flag poles shall not exceed 25 feet in height. Installation cost shall be borne by the developer.

### Response: The applicant proposes to install light poles at the locations shown on drawing C-1

F. <u>Parking (Pods) Areas</u>. Parking (pods) areas shall be divided by a six-foot pathway placed between the two rows of head-on parking stalls, which shall extend the full length of each parking pod. There shall be parking spaces provided for travelers in RVs and travel trailers. This section shall be in compliance with the requirements in Section 16.120.030 and Chapter 16.128 (Vehicle and Bicycle Parking).

#### Response: Head on parking is not planned.

G. Pathways/Walkways from Parking Area to Building Entrance(s). Internal pedestrian walkways shall be developed for persons who need access to the building(s) from the parking pods (areas). The walkways shall be located within the pods and shall be designed to provide access from the pods to the entrances of the building(s). The walkways shall be designed to separate people from moving vehicles as much as possible. These walkways shall have a minimum width of five feet with no car overhang or other obstruction. The walkways must also be designed for disabled access according to the International Building Code. This may require the walkways to be widened or modified. The walkways shall be distinguished from the parking and driving areas by use of any of the following materials: special pavers, bricks, raised elevation or scored concrete. Other materials may be used if they are appropriate to the overall design of the site and building and acceptable to the review authority; and shall meet the requirements in Section 16.120.030 (Pedestrian Access and Circulation).

Response: Pathways from the parking area are will be adjacent to all planned disabled spaces and located mid-point to the overall parking area. Walkways will be designated by thermoplastic striping.

H. <u>Landscaping</u>. Landscaping shall meet the requirements in Chapter 16.124 (Landscaping, Street Trees, Fences and Walls).

Response: The applicant understands the landscape requirements. See attached landscaping plan drawing C-2 and proposed planting list.

#### 16.120.030 Pedestrian Access and Circulation.

A. <u>Pedestrian Access and Circulation</u>. To ensure safe, direct and convenient pedestrian circulation, all developments, except single-family detached housing, duplexes, or triplexes on individual lots, shall provide a continuous pedestrian and/or multi-use pathway system. (Pathways only provide for pedestrian circulation. Multi-use pathways accommodate pedestrians and bicycles.) The system of pathways shall be designed based on the standards in paragraphs 1 through 3 of this subsection:

1. <u>Continuous Pathways</u>. The pathway system shall extend throughout the development site, and connect to all future phases of development, adjacent trails, public parks and open space areas whenever possible. The developer may also be required to connect or stub pathway(s) to adjacent streets and private property, in accordance with the provisions of Section 16.120.020, Vehicular Access and Circulation, and Chapter 16.136, Public Facilities Standards.

### Response: Continuous pathways are planned connecting the site both East/West and North/South. See drawing C-2.

- 2. <u>Safe, Direct, and Convenient Pathways</u>. Pathways within developments shall provide safe, reasonably direct and convenient connections between primary building entrances and all adjacent streets and existing or planned transit stops, based on the following definitions:
  - a. <u>Reasonably Direct</u>. A route that does not deviate unnecessarily from a straight line or a route that does not involve a significant amount of out-of-direction travel for likely users.
  - b. <u>Safe and Convenient</u>. Bicycle and pedestrian routes that are reasonably free from hazards and provide a reasonably direct route of travel between destinations.
  - c. For commercial, industrial, mixed use, public, and institutional buildings, the "primary entrance" is the main public entrance to the building. In the case where no public entrance exists, street connections shall be provided to the main employee entrance.
  - d. For residential buildings the "primary entrance" is the front door (i.e., facing the street). For multifamily buildings in which each unit does not have its own exterior entrance, the "primary entrance" may be a lobby, courtyard or breezeway which serves as a common entrance for more than one dwelling.

### Response: The North and South buildings face the central courtyard. The Central building faces the parking area. See drawing C-2

3. <u>Connections Within Development</u>. For all developments subject to site design review, pathways shall connect all building entrances to one another. In addition, pathways shall connect all parking areas, storage areas, recreational facilities and common areas (as applicable), and adjacent developments to the site, as applicable.

#### Response: See drawing C-2.

- 4. <u>Street Connectivity</u>. Pathways (for pedestrians and bicycles) shall be provided at or near mid-block where the block length exceeds the length required by Section 16.120.020. Pathways shall also be provided where cul-de-sacs or dead-end streets are planned, to connect the ends of the streets together, to other streets, and/or to other developments, as applicable. Pathways used to comply with these standards shall conform to all of the following criteria:
  - a. Multi-use pathways (i.e., for pedestrians and bicyclists) are no less than six feet wide.
  - b. If the streets within the subdivision or neighborhood are lighted, the pathways shall also be lighted.
  - c. Stairs or switchback paths using a narrower right-of-way/easement may be required in lieu of a multi-use pathway where grades are steep.
  - d. The City may require landscaping within the pathway easement/right-of-way for screening and the privacy of adjoining properties.

e. The Planning Commission or Community Development Director may determine, based upon facts in the record, that a pathway is impracticable due to: physical or topographic conditions (e.g., freeways, railroads, extremely steep slopes, sensitive lands, and similar physical constraints); buildings or other existing development on adjacent properties that physically prevent a connection now or in the future, considering the potential for redevelopment; and sites where the provisions of recorded leases, easements, covenants, restrictions, or other agreements recorded as of the effective date of the ordinance codified in this chapter prohibit the pathway connection.

#### Response: See drawing C-2.

- B. <u>Design and Construction</u>. Pathways shall conform to all of the standards in paragraphs 1 through 5 of this subsection:
  - 1. <u>Vehicle/Pathway Separation</u>. Where pathways are parallel and adjacent to a driveway or street (public or private), they shall be raised six inches and curbed, or separated from the driveway/street by a five-foot minimum strip with bollards, a landscape berm, or other physical barrier. If a raised path is used, the ends of the raised portions must be equipped with curb ramps.
  - 2. <u>Housing/Pathway Separation</u>. Pedestrian pathways shall be separated a minimum of five feet from all residential living areas on the ground floor, except at building entrances. Separation is measured as measured from the pathway edge to the closest dwelling unit. The separation area shall be landscaped in conformance with the provisions of Chapter 16.128. No pathway/building separation is required for commercial, industrial, public, or institutional uses.
  - 3. <u>Crosswalks</u>. Where pathways cross a parking area, driveway, or street ("crosswalk"), they shall be clearly marked with contrasting paving materials, humps/raised crossings, or painted striping. An example of contrasting paving material is the use of a concrete crosswalk through an asphalt driveway. If painted striping is used, it shall consist of thermo-plastic striping or similar type of durable application.
  - 4. <u>Pathway Surface</u>. Pathway surfaces shall be concrete, asphalt, brick/masonry pavers, or other durable surface, at least six feet wide, and shall conform to ADA requirements. Multi-use paths (i.e., for bicycles and pedestrians) shall be the same materials, at least six feet wide. (See also Chapter 16.136, Public Facilities Standards, for public multi-use pathway standards.)
  - 5. <u>Accessible Routes</u>. Pathways shall comply with the Americans with Disabilities Act, which requires accessible routes of travel. (Ord. 1225 § 5, 2019)

Response: The applicant has provided pathways per drawing C-1.

#### 16.188.030 Design Standards.

A. <u>Building Mass Supplemental Standard</u>. The maximum width or length of a multiple-family building shall not exceed 200 feet (from end-wall to end-wall).

#### Response: Building dimensions are 88' X 42'. See drawing C-1

B. <u>Common Open Space Standard</u>. Inclusive of required setback yards, a minimum of 20% of the site area shall be designated and permanently reserved as useable common open space in all multiple-family developments. The site area is defined as the lot or parcel on which the development is planned, after subtracting any required dedication of street right-of-way and other land for public purposes (e.g., public park or school grounds, etc.). Sensitive lands (e.g., wetlands, riparian areas, and riparian setback areas/corridors) and historic buildings or landmarks open to the public and

designated by the Comprehensive Plan may be counted towards meeting common open space requirements.

Response: The site is 47,000 sf in total. The planned common space is planned to be 17,584 sf.

C. <u>Trash Receptacles</u>. Trash receptacles shall be oriented away from adjacent residences and shall be screened with an evergreen hedge or solid fence or wall of not less than six feet.

Response: A provision for four 4-yard dumpsters in an area enclosed by a 6' screened fence is planned (sees drawing C-1).

#### 16.212.040 Site Design Review.

- A. Application Review Procedure.
  - 1. <u>Site Design Review—Determination of Type II and Type III Applications</u>. Applications for site design review shall be subject to Type II or Type III review, based on the following criteria:
    - a. Residential developments with between five and nine dwelling units shall be reviewed as a Type II application, except when development review is allowed under Section 16.212.020. Residential developments with greater than nine units shall be reviewed as a Type III application.
    - b. Commercial, industrial, public/semi-public, and institutional buildings (including building additions) with:
      - i. Up to 10,000 square feet of gross floor area and developing less than two acres of land shall be reviewed as a Type II application.
      - ii. More than 10,000 square feet of gross floor area or developing two or more acres of land shall be reviewed as a Type III application.
    - c. Developments involving the clearing and/or grading of two acres or more shall be reviewed as Type III applications.
- B. <u>Application Submission Requirements</u>. All of the following information (subsections (B)(1) through (7) of this section) is required for site design review application submittal:
  - 1. Proposed Site Plan. The site plan shall contain the following information:
    - a. The proposed development site, including boundaries, dimensions, and gross area.
    - b. Natural land features identified which are proposed to be removed or modified by the development, including modifications to existing drainage patterns.
    - c. The location and dimensions of all proposed public and private streets, drives, rights-of-way, and easements.
    - d. The location and dimensions of all existing and proposed structures, utilities, pavement and other improvements on the site. Setback dimensions for all existing and proposed buildings shall be provided on the site plan.
    - e. The location and dimensions of entrances and exits to the site for vehicular, pedestrian, and bicycle access.

- f. The location and dimensions of all parking and vehicle circulation areas (show striping for parking stalls and wheel stops, as applicable), and proposed paving materials.
- g. Pedestrian and bicycle circulation areas, including sidewalks, internal pathways, pathway connections to adjacent properties, and any bicycle lanes or trails.
- h. Loading and service areas for waste disposal, loading and delivery.
- i. Outdoor recreation spaces, common areas, plazas, outdoor seating, street furniture, and similar improvements.
- j. Location, type, and height of outdoor lighting.
- k. Location of mail boxes, if known.
- 1. Locations, sizes, and types of signs (shall comply with Chapter 16.144).
- m. The Community Development Director may require studies or exhibits prepared by qualified professionals to address specific site features (e.g., traffic, noise, environmental features, site drainage, natural hazards, etc.).
- n. The applicant's entire tax lot and the surrounding property to a distance sufficient to determine the location of the development in the City, and the relationship between the proposed development site and adjacent property and development. The property boundaries, dimensions and gross area shall be identified.
- o. Identification of slopes greater than 10%.
- p. The location, condition (paved, gravel unimproved, etc.) and width of all public and private streets, drives, sidewalks, pathways, rights-of-way, and easements on the site and adjoining the site.
- q. Any areas identified as located in a designated floodplain and/or floodway.
- r. Depict any wetland and riparian areas, streams and/or wildlife habitat areas.
- s. Site features such as pavement, areas having unique views, and drainage ways, canals and ditches.
- t. Any designated historic and cultural resources areas on the site and/or adjacent parcels or lots.
- u. The location, size and type of trees and other vegetation on the property.
- v. North arrow, scale, names and addresses of all property owners.
- w. Name and address of applicant, project designer, engineer, architect, surveyor, and/or planner, if applicable.

Response: See drawing C-2.

- 2. <u>Architectural Drawings</u>. Architectural drawings shall be submitted showing the following information from subparagraphs a through c of this paragraph 2, and shall comply with Division 3:
  - a. Building elevations with building height and width dimensions.
  - b. Building materials, color and type.
  - c. The name of the architect or designer.
- 3. <u>Preliminary Grading Plan</u>. A preliminary grading plan prepared by a registered engineer shall be required for developments which would result in the grading (cut or fill) of 1,000 cubic yards or greater. The preliminary grading plan shall show the location and extent to

which grading will take place, indicating general changes to contour lines, slope ratios, slope stabilization proposals, and location and height of retaining walls, if proposed. Surface water detention and treatment plans may also be required, in accordance with Chapter 16.140.

- 4. <u>Landscape Plan</u>. A landscape plan is required and shall comply with Chapter 16.124.
- 5. Proposed sign(s) shall be required in conformance with the City's Sign Code (Chapter 16.144).
- 6. Copies of all existing and proposed restrictions or covenants.
- 7. Letter or narrative report documenting compliance with the applicable approval criteria contained in subsection C of this section.
- C. <u>Review Criteria</u>. The Community Development Director shall make written findings with respect to all of the following criteria when approving, approving with conditions, or denying an application:
  - 1. The application is complete, as determined in accordance with Chapter 16.208 and subsection B of this section.
  - 2. The application complies with all of the applicable provisions of the underlying land use district (Division 2), including building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture, and other special standards as may be required for certain land uses.
  - 3. The applicant shall be required to upgrade any existing development that does not comply with the applicable land use district standards, in conformance with Chapter 16.276, Nonconforming Uses and Development.
  - 4. The application complies with the applicable design standards contained in Division 3. (Ord. 1175-A § 21, 2013)

# **Site Development Review**

To:

City of Warrenton

For:

Jeffrey and Jennifer Canessa

Latitude 46 Apartments

**Prepared By:** 

Lower Columbia Engineering

Responses Highlighted

Dated:

December 9th 2019



## SINGLE AND MUTI-FAMILY RESIDENTIAL IMPROVEMENTS

New residential units must meet the development standards found in the WMC applicable to the pertinent land use district. Some new construction will require permitting through the Public Works Department (PWD).

Most lots within a subdivision will already comply with the development standards and no addition PWD permitting is required. New residential construction in a subdivision with existing roadway curbs will require sidewalks adjacent to the property if not provided by the original developer.

To meet current development standards, partitioned lots and other residential properties not created through the subdivision process may need to provide improvements in the right-of-way (ROW) that will require a plan approval and a permit from the PWD. If pertinent, PWD requirements include but are not limited to installation of the following:

- Utility connections to public water and sewer systems. System Development Charges apply to these connections. New connections to water lines will only be approved if 20 psi can be maintained at the service meter(s). All new connections require an approved Residential Water & Sewer Availability Statement from the Public Works Department.
- Street lighting improvements.
- Paved connection to the nearest public or private access ROW or easement for vehicular access. These improvements may also include curbs, gutters and sidewalks along newly constructed roadways.
- Signage for traffic safety with any access extensions.
- Curbs, gutters and sidewalks adjacent to the adjoining ROW. When matching existing curbs with new sidewalk, score marks must line up with the existing curb score/joints and also be placed equal distance at 5-foot intervals or intervals closely matching the width of the sidewalk.
- Drainage ditches and culverts for roadway drainage adjacent to the property adequate to provide drainage for the ROW and to protect the property from runoff from the ROW, This may require submittal and approval of a grading & drainage plan in conjunction with the building permit application.
- Fire hydrant connected to the public water system.

Response: The applicant intends to meet all the required improvements for a Multi-Family residence per the proposed site plan (Drawing C-2)

# <u>Title 13 – Public Services</u>

## 13.04.030 Installation.

- A. Installation. A new service may be installed upon an approved water availability and payment of current water connection fee, any additional costs for labor and materials and System Development Charges (SDCs), as set by resolution. All meters shall be installed only in the public right-of-way adjacent to: (1) the property to be served, or (2) a recorded easement which allows placement of utilities, which easement benefits the property to be served.
- B. Water Availability Statements. New water service can be applied for through the Public Works Department. The City makes no guarantee of water availability. Water will be determined available if a water main is within 100 feet of the property line where the meter would be placed and no

other restrictions apply. The property line may be adjusted in the case of an easement granting the property owner the right to a utility easement for water. If a water main is not available then the applicant is responsible to extend an adequately-sized water main in an established right-of-way (ROW) or dedicated utility easement across the full frontage along the ROW of the property being developed in accordance with the City of Warrenton Engineering Standards. These applications will expire after 90 days from the date of issuance if the appropriate connection fees listed on the statement are not paid in full. Applicant has the right to reapply if the previous application has expired. Meter connection charges that have been paid for but not installed after 12 months from the date of payment for connection charges will be refunded in full and the water availability statement will be void. Applicant has the right to reapply for a water availability statement.

- 1. The water availability statement will note the size of meter, purpose of water use, fees, conditions and responsibilities of the owner/contractor.
- 2. The applicant must state fully and truly all purposes for which the water may be required and must agree to conform to rules and regulations as a condition for the use of water.
- 3. Unexpired water availability applications, that have not been paid and meter(s) installed, will be subject to increased fees, as set by resolution.
- C. Single-Family Residential Water Meter Connection. All single-family residential properties, including new subdivision development lots, shall be required to use water meters, the kind or make of said meter to be approved or designated by the Public Works Department.
- 1. Where an existing City service line is installed, approval by all required departments has been received, and the applicant's payment, of all associated charges and fees have been paid in full, a water meter will be dropped-in by the Public Works Department within two business days.
- 2. Upon the applicant's payment, in full, of both current meter connection fees and SDCs, the full installation of the City service line with meter box and meter shall be installed by the Public Works Department. The department will attempt to make any and all installations within 30 days or as soon as possible, in the order received.
- D. Commercial, Industrial and Multi-Family Water Meters. All water meter(s), the kind or make of said meter(s) to be approved or designated by the Public Works Department and service connections will be installed by the owner/contractor. All meter information and numbers will be delivered to the Public Works Department upon installation. A single water meter will be installed to serve multiple living units, such as duplexes, apartment houses, etc., unless the owner requests a separate service for each unit. If a separate service is requested, each such service will be metered and charged the appropriate rate. An approved backflow prevention assembly is required immediately behind the water meter on the customer's service line, for premise isolation.
  - 1. Water services including all infrastructure, water meters and meter boxes with lids the size and type required by the City Public Works Department will be installed by the owner/developer and the meter information will be remitted to the City at the time of installation. All meters larger than one inch will be flanged. A daily inaccessible to read penalty will apply if meter information is not submitted at the time of installation. (Ord. 1222 § 3, 2018; Ord. 1172-A § 1, 2012; Ord. 1157-A § 3, 2012)

Response: The applicant understands the requirements for connection to city water service. See drawing C- 2 for proposed meter location.

# 13.08.020 Use of public sewers required.

- A. It is unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the City of Warrenton or in any area under the jurisdiction of said City, any human or animal excrement, garbage or other objectionable waste.
- B. It is unlawful to discharge to any natural outlet within the City of Warrenton, or in any area under the jurisdiction of said City, any sanitary sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.
- C. The owner of any house, building, mobilehome or other property used for human occupancy, residence, employment, recreation or other people related purposes, situated within the City of Warrenton and abutting on any street, alley or right-of-way in which is located a public sanitary sewer of the City, is required, at the owner's expense, to install suitable toilet and plumbing facilities therein. If the public sewer is within 170 feet of the property line, the owner shall connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter within 90 days after date of official notice to do so.
- D. The City will install a standard four-inch service to the right-of-way or easement where a City lateral, main or trunk line is located. Where property is more than 100 feet from a City sewer main, the City may then extend the standard four-inch service from the nearest main along an available right-of-way for a distance not to exceed 100 feet. The selection of the right-of-way to be used for extending the four-inch service shall be made by the City.
- E. The provision for the installation of a four-inch service by the City shall be available to all property owners whether or not they are required to be connected to the sewer system. However, when the cost of such installation exceeds \$1,050.00 as determined by the City Engineer, the property owners shall be required to pay the basic \$750.00 connection fee plus all costs of installation in excess of \$1,050.00 when they require connection to the City sewer. The connection and hookup fees must be paid as set forth by resolution, prior to commencement of work by the City. (Ord. 853-A § 2, 1989)

Response: The applicant understands the requirements and cost for connection to city sewer.

## 13.08.040 Building sewers and connections.

- A. No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the supervisor.
- B. There shall be two classes of building sewer permits: (1) for residential services; and (2) for commercial service. In either case, the owner or agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the supervisor. Permit and inspection fees shall be paid to the City in accordance with the schedule set by resolution, at the time the application is filed.
- C. No person, firm or corporation shall make any sewer connection to any part of the sanitary sewer system of the City without first making an application and securing a permit therefor. Applications for sewer connection permits must be made on printed forms to be furnished by the water office, signed by the owner, lessee or agent and each applicant must agree to conform to the rules and regulations as conditioned for sewer connection to Warrenton sanitary sewer system, and shall give the location of the property, street number of the building or buildings to be connected, name of the owner of the property to be connected, name of the person, firm or corporation engaged to make the connection, and such other information or plan as may be required by the City, including real property description.

- D. Reasonable notice shall be given the City to inspect all sewer connections before their completion and while said connections are still uncovered. All work must be done in accordance with specifications prescribed by the City and subject to the approval of the City.
- E. If the City approves the application and the charges are paid as herein provided, the City Auditor, accounting supervisor or their designate, shall thereupon issue a sewer connection permit for the premises covered in said application, and said permit shall be in the form prescribed by the City.
- F. Sewer connections and house laterals shall be so constructed as to conform with provisions of the Oregon State Plumbing Code, and the physical connection to sewer mains, trunk sewers or lateral sewers shall be made only by a licensed plumber of the State of Oregon or an individual approved by the City of Warrenton as competent to make sewer hookups.
- G. All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- H. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building.
- I. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the supervisor, to meet all requirements of this chapter.
- J. The building sewer shall be cast iron, ductile iron, extra strength concrete, polyvinyl chloride or extra strength clay pipe. All shall have "O" ring rubber gasket joints. Joints shall be tight and waterproof. Any part of the building sewer that is located within 10 feet of a water service pipe shall meet State Health Division requirements.
- K. The size and slope of the building sewer shall be subject to the approval of the supervisor, but in no event shall the diameter be less than four inches. The slope of such four-inch pipe shall be not less than one-eighth inch per foot, unless a flatter grade is absolutely necessary and approved by the supervisor.
- L. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at uniform grade and in straight alignment in so far as possible. Changes in direction shall be made only with properly curved pipe and fittings.
- M. In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such sewer shall be lifted by approved artificial means and discharged to the building sewer. Facilities necessary to accomplish this objective shall be installed, maintained and operated by the owner of the building.
- N. All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the supervisor. Pipe laying and backfill shall be performed in accordance with regulations of the D.E.Q. and State Plumbing Code.
- O. All joints and connections shall be made watertight and gastight. Rubber "O" ring joint cast iron, vitrified clay, concrete or PVC pipe may be used. Other jointing materials and methods may be used only upon approval by the supervisor.

- P. The connection of the building sewer into the public sewer shall be made at the property line where the City side sewer terminates. If no "T" or "Y" branch is available at a suitable location, a new hole may be cut into the public sewer to receive the side sewer. A 45-degree ell may be used to make such connection with the spigot end cut so as not to extend past the inner surface of the public sewer. The invert of the side sewer at the point of connection shall be at the same or at a higher elevation than the invert of the public sewer. A smooth, neat joint shall be made secure and watertight with a saddle connection designed for this purpose.
- Q. The applicant for the building sewer permit shall notify the supervisor when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made only under the supervision of the supervisor or representative.
- R. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.
- S. All property owners shall maintain, at their own expense, the sanitary sewer service lateral line on their property. They shall also be financially responsible for any blockage between the sewer service lateral and the sewer main, whether or not on private or public property. (Ord. 853-A § 4, 1989)

Response: The applicant intends to install a 6" diameter sewer line from the property that will tie Into an 8" lateral sewer which will tie into the proposed 10" main sewer line to be installed along SE 13th Street. See drawing C-2.

# <u>Title 16 – Development Code</u>

# 16.36.020 Permitted Uses.

The following uses and their accessory uses are permitted in the R-H zone if the Community Development Director determines that the uses conform to the standards in Sections 16.36.040 through 16.36.050, applicable Development Code standards, and other City laws:

- A. Single-family detached dwelling.
- B. Modular housing.
- C. Manufactured home.
- D. Duplex and townhome subject to standards of Chapter 16.184.
- E. Triplex subject to standards of Chapter 16.184.
- F. Multifamily housing development subject to standards of Chapter 16.188.
- G. Residential home.
- H. Residential (care) facility.
- I. Day care.
- J. A temporary dwelling for no more than six months while building a permanent residence.
- K. Accessory structure no larger than 1,200 square feet, in conjunction with an existing residence on the same property and subject to the additional criteria under Chapter 16.180.
- L. Master planned development with a minimum lot size of three contiguous acres, subject to the provisions in Chapter 16.224.

- M. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- N. Similar uses as stated above.
- O. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items.
- P. Home occupations.
- Q. Accessory dwelling that complies with Section 16.180.040. (Ord. 1221 § 2, 2018; Ord. 1175-A § 8, 2013)

Response: This project will be used as multifamily housing development, subject to standards of Chapter 16.188.

## 16.40.030 Conditional Uses.

The following uses and their accessory use may be permitted in the C-1 zone when approved under Chapter 16.220 and shall comply with Sections 16.40.040 through 16.40.060 and Chapters 16.124 (Landscaping) and 16.212 (Site Design Review):

- A. Only the following uses and their accessory uses are permitted along Highway 101, SE Marlin and SW Dolphin Avenues, and shall comply with the above noted sections and Chapter 16.132:
  - 1. Cabinet, carpenter, woodworking or sheet metal shops.
  - 2. Processing uses such as bottling plants, bakeries and commercial laundries.
  - 3. Research and development establishments.
  - 4. Wholesale storage and distribution facilities, including cold storage.
  - 5. RV Park.
  - 6. New drive-through/drive-up facility or substantially improved as defined by 25% of assessed value.
  - 7. Similar uses as those stated in this section.
- B. The following uses and their accessory uses are permitted in all other C-1 zoned areas within the City limits of Warrenton:
  - 1. Cabinet, carpenter, woodworking or sheet metal shops.
  - 2. Building contractor shops, including plumbing, electrical and HVAC.
  - 3. Fuel oil distributor.
  - 4. Processing uses such as bottling plants, bakeries and commercial laundries.
  - 5. Research and development establishments.
  - 6. Wholesale storage and distribution facilities, including cold storage.
  - 7. Veterinary clinic, kennels.
  - 8. Tool and equipment rental.
  - 9. Mini-warehouses or similar storage uses.
  - 10. Church, synagogue, or other place of worship.
  - 11. Commercial uses with 2nd floor residential use(s) [apartment(s)].

- 12. RV Park.
- 13. Multifamily housing development subject to the development and other applicable standards of Chapter 16.36, Section 16.124.070 generally and 16.124.070(C)(1) specifically, and Chapter 16.188.
- 14. Similar uses to those listed in this section. (Ord. 1225 § 3, 2019; Ord. 1211-A § 1, 2017).

Response: This project meets the criteria for Multifamily Housing.

# 16.124.070 New Landscaping.

- A. Applicability. This section shall apply to all developments within the City of Warrenton.
- B. <u>Landscaping Plan Required</u>. For every new development in the City of Warrenton requiring a City permit, a landscape plan is required. All landscape plans shall include the following minimum required details (see Section 16.212.040 for additional landscape plan requirements for projects requiring site design review):
  - 1. Legal description (e.g., assessor parcel number, copy of warranty deed, etc.) for the subject property;
  - 2. Property lines with the location and general description (height and type of material) of existing and proposed fences and other buffering or screening materials;
  - 3. The location of existing and proposed terraces or retaining walls;
  - 4. The location of existing and proposed plant materials;
  - 5. Wetland and/or riparian area boundaries on the property, if any;
  - 6. Existing and proposed structures;
  - 7. Driveway and adjoining roadway widths, descriptions, and locations; and
  - 8. Prevailing drainage patterns for the property.
  - 9. Other information as deemed appropriate by the Community Development Director. An arborist's report may be required for sites with mature trees that are protected under this chapter and/or Chapter 16.156 of this Code.
- C. Landscape Area Standards. The minimum percentage of required landscaping equals:
  - 1. Residential districts: 20% of the site.
  - 2. Commercial districts: 15% of the site shall be landscaped according to the requirements of this section.
  - 3. General industrial districts: a minimum of 20% of the site shall be landscaped.

The use of mature, native vegetation within developments is a preferred alternative to removal of vegetation and re-planting.

- D. <u>Landscape Materials</u>. Landscape materials include trees, shrubs, groundcover plants, turf grasses (e.g. grass sod or seed), and outdoor hardscape features, as described below:
  - 1. <u>Natural Vegetation</u>. Natural vegetation shall be preserved or planted where practicable.
  - 2. <u>Plant Selection</u>. A combination of deciduous and evergreen trees, shrubs, turf grasses, and groundcovers shall be used for all planted areas, the selection of which shall be based on local climate, exposure, water availability, and drainage conditions. As necessary, soils shall be amended to allow for healthy plant growth.

- 3. "Non-native, invasive" plants, as per Section 16.124.020, shall be prohibited.
- 4. Hardscape features (i.e., patios, decks, plazas, etc.) may cover up to 50% of the required landscape area. Swimming pools, sports courts and similar active recreation facilities may not be counted toward fulfilling the landscape requirement.
- 5. <u>Non-plant Groundcovers</u>. Bark dust, chips, aggregate or other non-plant groundcovers may be used, but shall cover no more than 50% of the area to be landscaped. "Coverage" is measured based on the size of plants at maturity or after five years of growth, whichever comes sooner.
- 6. <u>Tree Size</u>. Trees shall have a minimum caliper size of one and one-half inches or greater (two inches for required street trees) at time of planting.
- 7. <u>Shrub Size</u>. Shrubs shall be balled and burlapped and sized to fit in multi-gallon containers.
- 8. <u>Groundcover Size</u>. Groundcover plants shall be sized and spaced so that they grow together to cover a minimum of 30% of the underlying soil within two years.
- 9. <u>Significant Vegetation</u>. Significant vegetation preserved in accordance with Section 16.124.020 may be credited toward meeting the minimum landscape area standards. Credit shall be granted on a per square foot basis. The street tree standards of Section 16.124.040 may be waived when trees preserved within the front yard provide the same or better shading and visual quality as would otherwise be provided by street trees.
- 10. <u>Stormwater Facilities</u>. Stormwater facilities (e.g., detention/retention ponds and swales) shall be landscaped with water tolerant, native plant

Response: Landscaping will be installed per drawing L-1.

# 16.116.030 Design Standards.

The City's development design standards are for the commercial district along Highway 101, SW Dolphin and SE Marlin Avenues.

A. <u>Orientation of Buildings</u>. Building(s) shall be located on the property with the principal building entrance oriented toward the primary focal point of the property/development.

# Response: The applicant proposes having building entrances face court yard areas that include amenities and landscaping.

B. <u>Natural Features</u>. The property owner/developer is encouraged to protect and incorporate areas of special interests and other natural features such as grade, trees, vegetation and waterways, into the overall site plan. These areas may be calculated as part of the landscaping requirement if healthy and not damaged during construction.

Response: The applicant understands the interest in protect and incorporate natural features on the existing property.

# C. Building Requirements.

1. <u>Customer Entrances</u>. The customer entrance(s) shall be clearly defined and highly visible by using features such as canopies, porticos, overhangs, recesses/projections, raised corniced parapets over the door, arcades, arches, wing walls, and integral planters are highly encouraged.

2. <u>Roof Design</u>. Roofs should be designed to reduce the apparent exterior mass of a building, add visual interest and be appropriate to the architectural style of the building. Variations within one architectural style are highly encouraged. Visible roof lines and roofs that project over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged. Architectural methods shall be used to conceal flat roof tops. Overhanging eaves, sloped roofs and multiple roof elements are highly encouraged. Mansard style roofs shall not be allowed.

## Materials.

- a. The predominant exterior building materials shall be of high quality materials, including, but not limited to brick, sandstone, wood, native stone and tinted/textured concrete masonry units and/or glass products. Simulated material may be substituted for any of the aforementioned building materials.
- b. At least three different building materials shall be used for 100% construction of a building.
- c. Exterior building materials shall not include smooth-faced concrete block, tilt-up concrete panels, or T 1-11. Prefabricated steel panels are excluded unless the design and material meets the City's design standards.
- d. Metal roof may be allowed if compatible with the overall architectural design of the building.

# Response: See drawings A1.1 through A1.4 for proposed roof design and materials

- 4. <u>Architectural Features</u>. Architectural features include, but are not limited to, the following: recesses, projections, wall insets, arcades, window display areas, awnings, balconies, window projections, landscape structures or other features that complement the design intent of the structure and are acceptable to the Community Development Director.
- 5. <u>Building Colors</u>. Exterior colors shall be of low reflectance, subtle, neutral or muted earth tone colors. The use of high intensity colors such as black, neon, metallic or fluorescent colors for the facade and/or roof of the building are prohibited except as approved for building trim.

# Response: See drawing A1.1 through A1.4 for detail on Architectural style and proposed colors.

- 6. Mechanical Equipment, Outdoor Storage and Service Areas. The location of loading docks, outdoor storage yards and all other service areas shall be located to the sides and/or rear of a building, except when a site abuts Highway 101, in which case the said areas shall be located to the sides of the building that do not face Highway 101.
  - a. All outdoor storage yards, loading docks, service areas and mechanical equipment or vents larger than eight inches in diameter shall be concealed by screens at least as high as the equipment they hide, of a color and material matching or compatible with the dominant colors and materials found on the facades of the principal building. Chain link or cyclone fencing (with or without slats) shall not be used to satisfy this requirement.
  - b. Equipment that would remain visible despite the screening, due to differences in topography (i.e., a site that is at a lower grade than surrounding roadways) shall be completely enclosed except for vents needed for air flow, in which event such vents shall occupy no more than 25% of the enclosure façade.

c. The architectural design of the buildings shall incorporate design features which screen, contain and conceal all heating, ventilation, air conditioning units, trash enclosures, dumpsters, loading docks and service yards

# Response: The applicant intends to construct a storage structure on the West side of the property. See drawing C-2.

D. <u>Community Amenities</u>. Each building shall contribute to the establishment or enhancement of the community and public spaces by providing at least two community amenities such as: a patio/seating area, water feature, art work or sculpture, clock tower, pedestrian plaza with park benches, open spaces, or other features, such as a park acceptable to the review authority.

# Response: A gazebo and picnic tables are planned along the East side of the property, bordering SE Jetty Street.

E. <u>Outdoor Lighting</u>. The lighting for residential, commercial and industrial zones shall be shielded and directed down into the site and shall not shine or glare onto adjacent property or streets. Light poles, light fixtures and flag poles shall not exceed 25 feet in height. Installation cost shall be borne by the developer.

# Response: The applicant proposes to install light poles at the locations shown on drawing C-2

F. Parking (Pods) Areas. Parking (pods) areas shall be divided by a six-foot pathway placed between the two rows of head-on parking stalls, which shall extend the full length of each parking pod. There shall be parking spaces provided for travelers in RVs and travel trailers. This section shall be in compliance with the requirements in Section 16.120.030 and Chapter 16.128 (Vehicle and Bicycle Parking).

## Response: Head on parking is not planned.

G. Pathways/Walkways from Parking Area to Building Entrance(s). Internal pedestrian walkways shall be developed for persons who need access to the building(s) from the parking pods (areas). The walkways shall be located within the pods and shall be designed to provide access from the pods to the entrances of the building(s). The walkways shall be designed to separate people from moving vehicles as much as possible. These walkways shall have a minimum width of five feet with no car overhang or other obstruction. The walkways must also be designed for disabled access according to the International Building Code. This may require the walkways to be widened or modified. The walkways shall be distinguished from the parking and driving areas by use of any of the following materials: special pavers, bricks, raised elevation or scored concrete. Other materials may be used if they are appropriate to the overall design of the site and building and acceptable to the review authority; and shall meet the requirements in Section 16.120.030 (Pedestrian Access and Circulation).

# Response: Pathways from the parking area are will be adjacent to all planned disabled spaces and located mid-point to the overall parking area. Walkways will be designated by thermoplastic striping.

H. <u>Landscaping</u>. Landscaping shall meet the requirements in Chapter 16.124 (Landscaping, Street Trees, Fences and Walls).

Response: The applicant understands the landscape requirements. See attached landscaping plan drawing L-1.

## 16.120.030 Pedestrian Access and Circulation.

- A. <u>Pedestrian Access and Circulation</u>. To ensure safe, direct and convenient pedestrian circulation, all developments, except single-family detached housing, duplexes, or triplexes on individual lots, shall provide a continuous pedestrian and/or multi-use pathway system. (Pathways only provide for pedestrian circulation. Multi-use pathways accommodate pedestrians and bicycles.) The system of pathways shall be designed based on the standards in paragraphs 1 through 3 of this subsection:
  - 1. <u>Continuous Pathways</u>. The pathway system shall extend throughout the development site, and connect to all future phases of development, adjacent trails, public parks and open space areas whenever possible. The developer may also be required to connect or stub pathway(s) to adjacent streets and private property, in accordance with the provisions of Section 16.120.020, Vehicular Access and Circulation, and Chapter 16.136, Public Facilities Standards.

# Response: Continuous pathways are planned connecting the site both East/West and North/South. See drawing C-2.

- 2. <u>Safe, Direct, and Convenient Pathways</u>. Pathways within developments shall provide safe, reasonably direct and convenient connections between primary building entrances and all adjacent streets and existing or planned transit stops, based on the following definitions:
  - a. <u>Reasonably Direct</u>. A route that does not deviate unnecessarily from a straight line or a route that does not involve a significant amount of out-of-direction travel for likely users.
  - b. <u>Safe and Convenient</u>. Bicycle and pedestrian routes that are reasonably free from hazards and provide a reasonably direct route of travel between destinations.
  - c. For commercial, industrial, mixed use, public, and institutional buildings, the "primary entrance" is the main public entrance to the building. In the case where no public entrance exists, street connections shall be provided to the main employee entrance.
  - d. For residential buildings the "primary entrance" is the front door (i.e., facing the street). For multifamily buildings in which each unit does not have its own exterior entrance, the "primary entrance" may be a lobby, courtyard or breezeway which serves as a common entrance for more than one dwelling.

# Response: The North and South buildings face the central courtyard. The Central building faces the parking area. See drawing C-2

3. <u>Connections Within Development</u>. For all developments subject to site design review, pathways shall connect all building entrances to one another. In addition, pathways shall connect all parking areas, storage areas, recreational facilities and common areas (as applicable), and adjacent developments to the site, as applicable.

## Response: See drawing C-2.

- 4. <u>Street Connectivity</u>. Pathways (for pedestrians and bicycles) shall be provided at or near mid-block where the block length exceeds the length required by Section 16.120.020. Pathways shall also be provided where cul-de-sacs or dead-end streets are planned, to connect the ends of the streets together, to other streets, and/or to other developments, as applicable. Pathways used to comply with these standards shall conform to all of the following criteria:
  - a. Multi-use pathways (i.e., for pedestrians and bicyclists) are no less than six feet wide.

- b. If the streets within the subdivision or neighborhood are lighted, the pathways shall also be lighted.
- c. Stairs or switchback paths using a narrower right-of-way/easement may be required in lieu of a multi-use pathway where grades are steep.
- d. The City may require landscaping within the pathway easement/right-of-way for screening and the privacy of adjoining properties.
- e. The Planning Commission or Community Development Director may determine, based upon facts in the record, that a pathway is impracticable due to: physical or topographic conditions (e.g., freeways, railroads, extremely steep slopes, sensitive lands, and similar physical constraints); buildings or other existing development on adjacent properties that physically prevent a connection now or in the future, considering the potential for redevelopment; and sites where the provisions of recorded leases, easements, covenants, restrictions, or other agreements recorded as of the effective date of the ordinance codified in this chapter prohibit the pathway connection.

# Response: See drawing C-2.

- B. <u>Design and Construction</u>. Pathways shall conform to all of the standards in paragraphs 1 through 5 of this subsection:
  - 1. <u>Vehicle/Pathway Separation</u>. Where pathways are parallel and adjacent to a driveway or street (public or private), they shall be raised six inches and curbed, or separated from the driveway/street by a five-foot minimum strip with bollards, a landscape berm, or other physical barrier. If a raised path is used, the ends of the raised portions must be equipped with curb ramps.
  - 2. <u>Housing/Pathway Separation</u>. Pedestrian pathways shall be separated a minimum of five feet from all residential living areas on the ground floor, except at building entrances. Separation is measured as measured from the pathway edge to the closest dwelling unit. The separation area shall be landscaped in conformance with the provisions of Chapter 16.128. No pathway/building separation is required for commercial, industrial, public, or institutional uses.
  - 3. <u>Crosswalks</u>. Where pathways cross a parking area, driveway, or street ("crosswalk"), they shall be clearly marked with contrasting paving materials, humps/raised crossings, or painted striping. An example of contrasting paving material is the use of a concrete crosswalk through an asphalt driveway. If painted striping is used, it shall consist of thermo-plastic striping or similar type of durable application.
  - 4. <u>Pathway Surface</u>. Pathway surfaces shall be concrete, asphalt, brick/masonry pavers, or other durable surface, at least six feet wide, and shall conform to ADA requirements. Multi-use paths (i.e., for bicycles and pedestrians) shall be the same materials, at least six feet wide. (See also Chapter 16.136, Public Facilities Standards, for public multi-use pathway standards.)
  - 5. <u>Accessible Routes</u>. Pathways shall comply with the Americans with Disabilities Act, which requires accessible routes of travel. (Ord. 1225 § 5, 2019)

Response: The applicant has provided pathways per drawing C-2.

# 16.188.030 Design Standards.

A. <u>Building Mass Supplemental Standard</u>. The maximum width or length of a multiple-family building shall not exceed 200 feet (from end-wall to end-wall).

Response: Building dimensions are 88' X 42'. See drawing C-2 and A1.1 and A1.2

B. <u>Common Open Space Standard</u>. Inclusive of required setback yards, a minimum of 20% of the site area shall be designated and permanently reserved as useable common open space in all multiple-family developments. The site area is defined as the lot or parcel on which the development is planned, after subtracting any required dedication of street right-of-way and other land for public purposes (e.g., public park or school grounds, etc.). Sensitive lands (e.g., wetlands, riparian areas, and riparian setback areas/corridors) and historic buildings or landmarks open to the public and designated by the Comprehensive Plan may be counted towards meeting common open space requirements.

Response: The site is 47,000 sf in total. The planned common space shall be 17,584 sf.

C. <u>Trash Receptacles</u>. Trash receptacles shall be oriented away from adjacent residences and shall be screened with an evergreen hedge or solid fence or wall of not less than six feet.

Response: A provision for four 4-yard dumpsters in an area enclosed by a 6' screened fence is planned (sees drawing C-2).

# 16.212.040 Site Design Review.

- A. Application Review Procedure.
  - 1. <u>Site Design Review—Determination of Type II and Type III Applications</u>. Applications for site design review shall be subject to Type II or Type III review, based on the following criteria:
    - a. Residential developments with between five and nine dwelling units shall be reviewed as a Type II application, except when development review is allowed under Section 16.212.020. Residential developments with greater than nine units shall be reviewed as a Type III application.
    - b. Commercial, industrial, public/semi-public, and institutional buildings (including building additions) with:
      - i. Up to 10,000 square feet of gross floor area and developing less than two acres of land shall be reviewed as a Type II application.
      - ii. More than 10,000 square feet of gross floor area or developing two or more acres of land shall be reviewed as a Type III application.
    - c. Developments involving the clearing and/or grading of two acres or more shall be reviewed as Type III applications.
- B. <u>Application Submission Requirements</u>. All of the following information (subsections (B)(1) through (7) of this section) is required for site design review application submittal:
  - 1. <u>Proposed Site Plan</u>. The site plan shall contain the following information:
    - a. The proposed development site, including boundaries, dimensions, and gross area.
    - b. Natural land features identified which are proposed to be removed or modified by the development, including modifications to existing drainage patterns.
    - c. The location and dimensions of all proposed public and private streets, drives, rights-of-way, and easements.

- d. The location and dimensions of all existing and proposed structures, utilities, pavement and other improvements on the site. Setback dimensions for all existing and proposed buildings shall be provided on the site plan.
- e. The location and dimensions of entrances and exits to the site for vehicular, pedestrian, and bicycle access.
- f. The location and dimensions of all parking and vehicle circulation areas (show striping for parking stalls and wheel stops, as applicable), and proposed paving materials.
- g. Pedestrian and bicycle circulation areas, including sidewalks, internal pathways, pathway connections to adjacent properties, and any bicycle lanes or trails.
- h. Loading and service areas for waste disposal, loading and delivery.
- i. Outdoor recreation spaces, common areas, plazas, outdoor seating, street furniture, and similar improvements.
- j. Location, type, and height of outdoor lighting.
- k. Location of mail boxes, if known.
- l. Locations, sizes, and types of signs (shall comply with Chapter 16.144).
- m. The Community Development Director may require studies or exhibits prepared by qualified professionals to address specific site features (e.g., traffic, noise, environmental features, site drainage, natural hazards, etc.).
- n. The applicant's entire tax lot and the surrounding property to a distance sufficient to determine the location of the development in the City, and the relationship between the proposed development site and adjacent property and development. The property boundaries, dimensions and gross area shall be identified.
- o. Identification of slopes greater than 10%.
- p. The location, condition (paved, gravel unimproved, etc.) and width of all public and private streets, drives, sidewalks, pathways, rights-of-way, and easements on the site and adjoining the site.
- q. Any areas identified as located in a designated floodplain and/or floodway.
- r. Depict any wetland and riparian areas, streams and/or wildlife habitat areas.
- s. Site features such as pavement, areas having unique views, and drainage ways, canals and ditches.
- t. Any designated historic and cultural resources areas on the site and/or adjacent parcels or lots.
- u. The location, size and type of trees and other vegetation on the property.
- v. North arrow, scale, names and addresses of all property owners.
- w. Name and address of applicant, project designer, engineer, architect, surveyor, and/or planner, if applicable.

Response: See drawing C-2.

- 2. <u>Architectural Drawings</u>. Architectural drawings shall be submitted showing the following information from subparagraphs a through c of this paragraph 2, and shall comply with Division 3:
  - a. Building elevations with building height and width dimensions.
  - b. Building materials, color and type.
  - c. The name of the architect or designer.
- 3. Preliminary Grading Plan. A preliminary grading plan prepared by a registered engineer shall be required for developments which would result in the grading (cut or fill) of 1,000 cubic yards or greater. The preliminary grading plan shall show the location and extent to which grading will take place, indicating general changes to contour lines, slope ratios, slope stabilization proposals, and location and height of retaining walls, if proposed. Surface water detention and treatment plans may also be required, in accordance with Chapter 16.140.
- 4. <u>Landscape Plan</u>. A landscape plan is required and shall comply with Chapter 16.124.
- 5. Proposed sign(s) shall be required in conformance with the City's Sign Code (Chapter 16.144).
- Copies of all existing and proposed restrictions or covenants.
- 7. Letter or narrative report documenting compliance with the applicable approval criteria contained in subsection C of this section.
- C. <u>Review Criteria</u>. The Community Development Director shall make written findings with respect to all of the following criteria when approving, approving with conditions, or denying an application:
  - 1. The application is complete, as determined in accordance with Chapter 16.208 and subsection B of this section.
  - 2. The application complies with all of the applicable provisions of the underlying land use district (Division 2), including building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture, and other special standards as may be required for certain land uses.
  - 3. The applicant shall be required to upgrade any existing development that does not comply with the applicable land use district standards, in conformance with Chapter 16.276, Nonconforming Uses and Development.
  - 4. The application complies with the applicable design standards contained in Division 3. (Ord. 1175-A § 21, 2013)

# **Canessa/Palmberg Sewer Calculation**

Fixture Count - Drainage Fixture Units <sup>1</sup>	N	28 Total Aparments
Each Apartment	DFU	Total DFU
Lav. 1	3	84
Bath Sink 1	Ъ	28
Shower 1	2	56
Kitchen Sink 1	2	56
Dishwasher 1	2	56
Washing Mach. 1	ω	84
6	13	364

Maximum Allowable Units for 6 in. Pipe\* (720)

# Canessa

	Washing Mach.	Dishwasher	Kitchen Sink	1 Bathroom Group		Fixture Count - Bathroom Groups
4	ב	Ы	Ы	Ы	Each Apartment	room Groups <sup>2</sup>
12	З	2	2	5	DFU	. 28
336	84	56	56	140	DFU Total DFU	28 Total Aparments

•	_		

Fixture Count - Drainage Fixture Units <sup>1</sup>	rallibel8
66 Total Aparments	

	Each Apartment	DFU	Total DFU
Lav.	2	ω	198
Bath Sink	2	ם	66
Bathtub/Shower	Ъ	2	132
Shower	حــا	2	132
Kitchen Sink	Ы	2	132
Dishwasher	Ы	2	132
Washing Mach.	1	3	198
	9	15	990

Maximum Allowaboe Units for 8 in. Pipe

2,640

1,354

Total DFU for both Complexes

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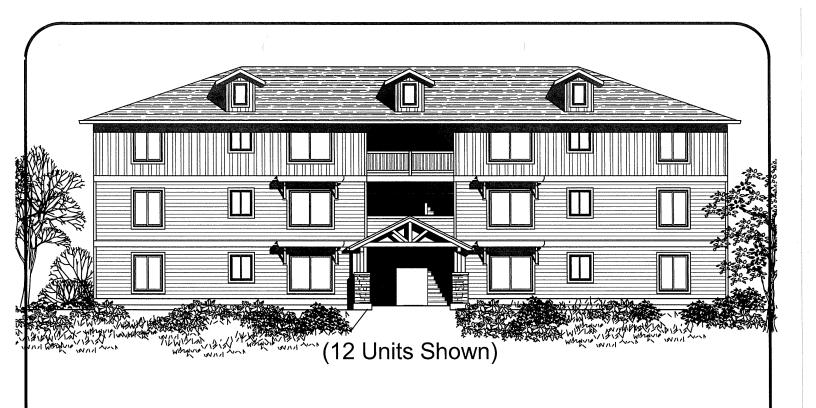
2,640	Total DFU
471	GPM
28,260	
678,240	PD

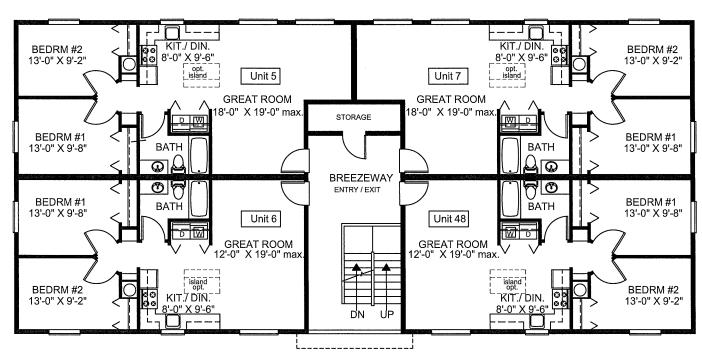
10 inch sewer main (1% slope	in (1% slope)		
Flow:	754 gal/min	1,085,760 ga	gallons/day
Velocity:	3 ft/sec		

# Palmberg

Fixture Count - Bathroom Groups <sup>2</sup>
66 Total Aparments

	Each Apartment	DFU	DFU Total DFU
2 Bathroom Group	1	7	462
Kitchen Sink	1	2	132
Dishwasher	₽	2	132
Washing Mach.	1	ω	198
	4	14	924





# TYPICAL FLOOR PLAN

2ND FLOOR SHOWN OTHER FLOORS TO BE SIMILAR

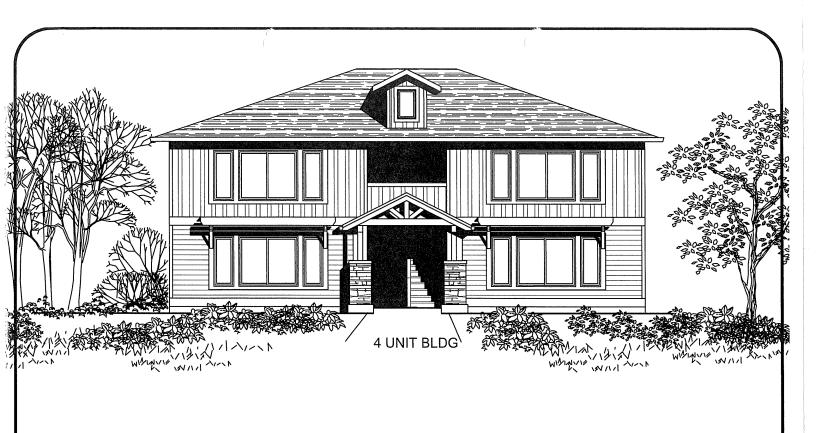
824 SQ. FT. / UNIT AT 2ND & 3RD FLRS. 760 SQ. FT. / UNIT AT 1ST FLR..

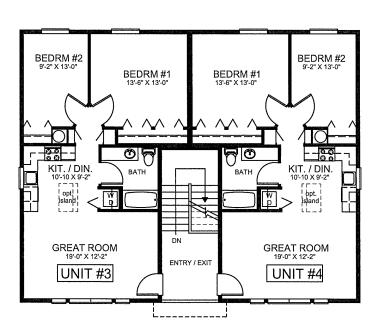
Bldg. Width = 88'-0"
Depth = 42'-0"
(Includes Porches)
Total sq. ft.=760-824 / Unit
(12 Units Shown)

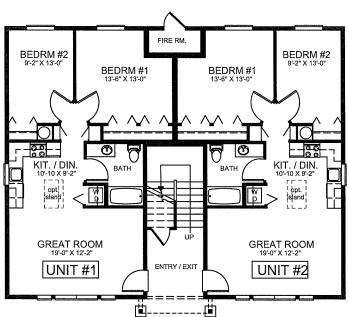
Building Designs By Stockton

residential • multi-family • marketing
Toll Free # 1-800-368-0821

E-MAIL: tim@stocktondesign.com Web Site: www.stocktondesign.com 12-2902-3







# 2ND FLR

843 sq. ft. / unit

# 1ST FLR

808 sq. ft. / unit

Bldg. Width = 48"-0"
Depth = 38'-0"
Not Including front porch
Total Sq. Ft.= See Above
(4 Unit total bldg.)

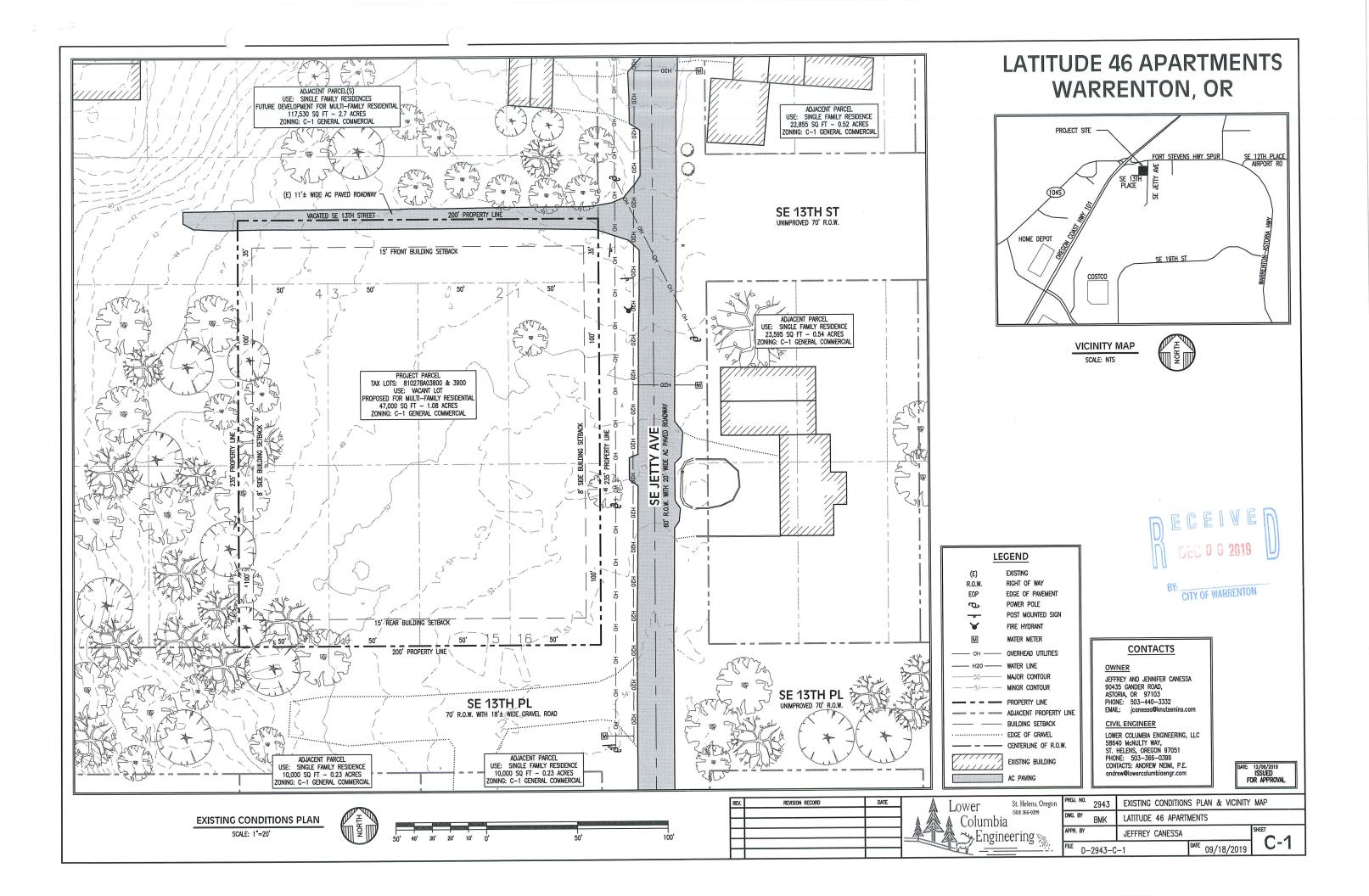
# Building Designs By Stockton

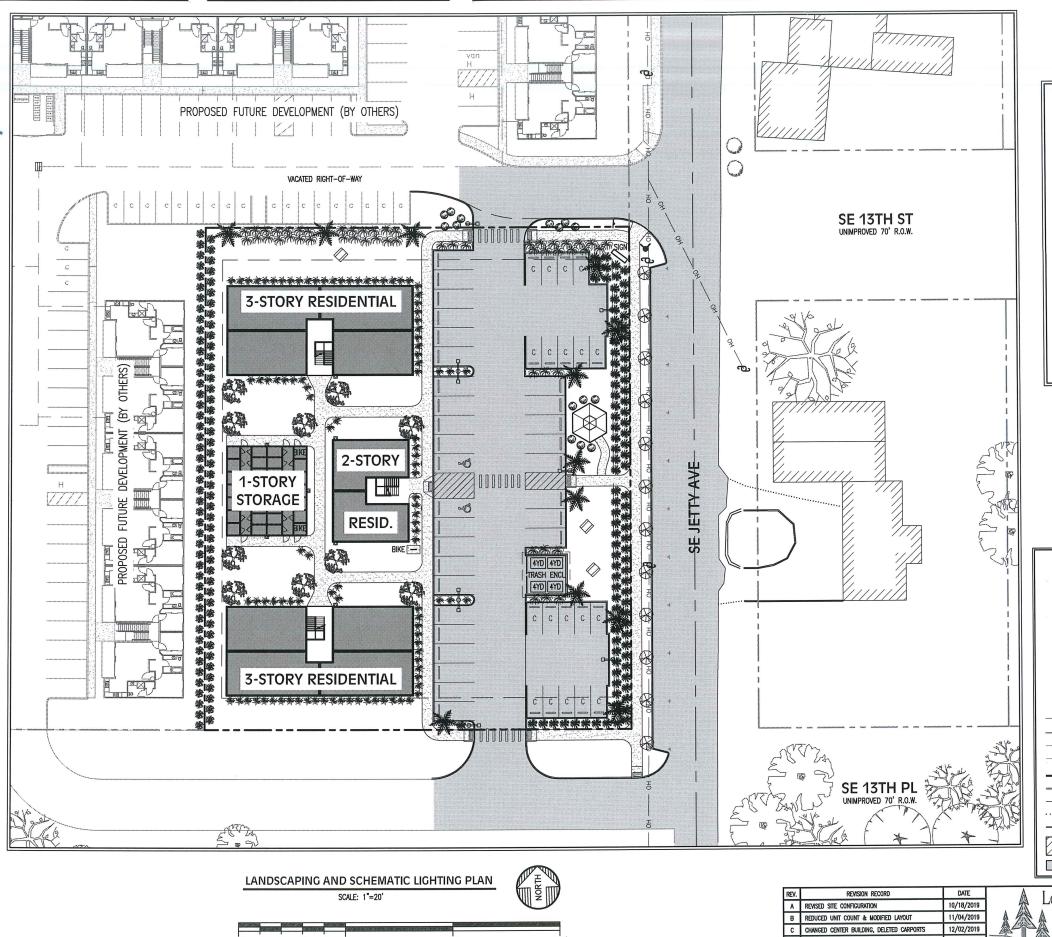
residential• multi-family•marketing OFFICE# 1-800-368-0821

E-MAIL: tim@stocktondesign.com
Web Site: www.stocktondesign.com

4-2902-3







# **LATITUDE 46 APARTMENTS** WARRENTON, OR

# LANDSCAPING LEGEND: STREET TREES PER SECTION 16.136.020: QUAKING ASPENS (10-12 FT, 2" CAL) SPACED AT 20 FEET ON CENTER QUANTITY: 12 RESIDENTIAL ZONE 10 FOOT DEPTH VISUAL BUFFER PER SECTION 16.36.050: LEYLAND CYPRESS — 2 ROWS STAGGERED, SPACED AT 5 FEET ON CENTER QUANTITY: 93 DECORATIVE TREES: DEODARA CEDAR - LOCATE AS SHOWN ON PLAN QUANTITY: 12 QUANTITY: 10 SANGO-KAKU MAPLE (12-14 FT, 2" CAL) - LOCATE AS SHOWN ON PLAN QUANTITY: 15± MUGO PINE (1-2 GALLON) - LOCATE AS SHOWN ON PLAN

DECORATIVE HEDGE:
MISCANTHUS (1-2 GALLON) - 2 LAYERS AS SHOWN ON PLAN

DECORATIVE LOW VISUAL BUFFER:
CARAX RED ROOSTER ORNAMENTAL GRASS - 1 GALLON POTS

DECORATIVE SHRUB:
DWARF FOUNTAIN GRASS — TYPICAL AT BUILDINGS AS SHOWN ON PLAN

# **LEGEND**

**EXISTING** RIGHT OF WAY R.O.W. EDGE OF PAVEMENT POWER POLE POST MOUNTED SIGN WATER METER DOUBLE AREA LIGHT SINGLE AREA LIGHT WALL MOUNTED LIGHT WATER LINE

> EDGE OF GRAVEL CENTERLINE OF R.O.W. EXISTING BUILDING



CITY OF WARRENTON

DATE: 12/06/2019 ISSUED FOR APPROVAL

QUANTITY: 51±

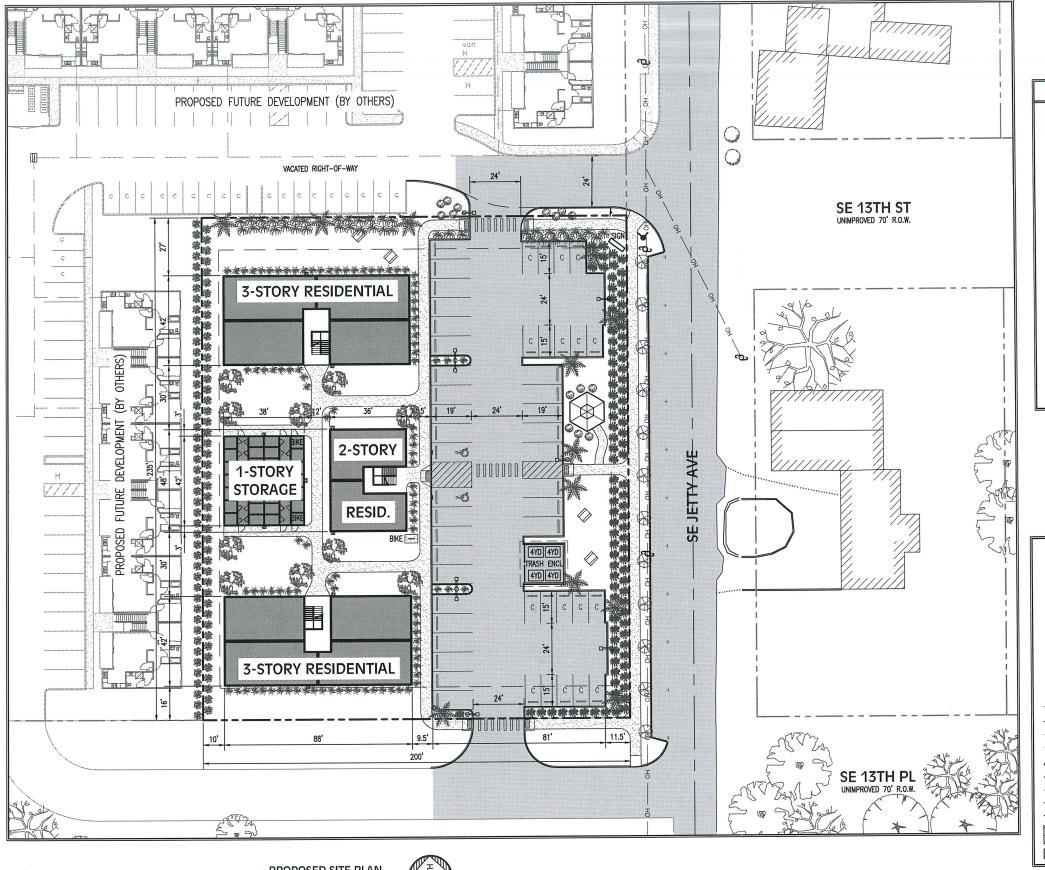
QUANTITY: 106±

QUANTITY: 96±

ND SCHEMATIC LIGHTING PLAN		_			
SCALE: 1"=20'		]	REV.	REVISION RECORD	
		[	Α	REVISED SITE CONFIGURATION	10/
		Ī	В	REDUCED UNIT COUNT & MODIFIED LAYOUT	11/
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Lower A Columbia	St. Helens, Oregon (503) 366-0399	
Engine	ering 🔊	

gon	PROJ. NO.	2943	LANDSCAPING & SC	HEMATIC	LIGHTING	PLAN	
	DWG. BY	BMK	LATITUDE 46 APART	MENTS			
	APPR. BY		JEFFREY CANESSA			SHEET	1
-	FILE D-	2943-L	-1	DATE 09/	/18/2019		.=`



# **LATITUDE 46 APARTMENTS** WARRENTON, OR

# PRELIMINARY DEVELOPMENT SUMMARY - ZONE C-1

TOTAL SITE AREA: 47,000 SQ FT (1.08 ACRES)
PAVED AREA: 18,700 SQ FT

BUILDING AREA:

LANDSCAPING AREA: 17,584 SQ FT

## SECTION 16.36.040 DEVELOPMENT STANDARDS

— MAXIMUM DEDISTLY FOR MULTI-FAMILY STRUCTURES: 1 UNIT PER 1,600 SQ FT = 29.4 DWELLING UNITS (28 SHOWN)

— MAXIMUM LOT COVERAGE OF BUILDINGS: NOT MORE THAN 55% (25,850 SQ FT) > 10,716 SQ FT (OKAY)

### SECTION 16.124.070 NEW LANDSCAPING

- CHINI 10.125-070 HER DANOSCAPING AREA FOR C-1 ZONE: 15% (7,050 SQ FT) MINIMUM < 17,584 SQ FT PROVIDED (0KAY)

   COMMON OPEN SPACE AREA OF 20% REQUIRED FOR MULTIFAMILY: 20% (9,400 SQ FT) < 17,584 SQ FT (0KAY)
- PARKING SHALL BE BROKEN UP WITH LANDSCAPE ISLANDS INTO ROWS OF NOT MORE THAN 12 CONTIGUOUS SPACES.
- A MINIMUM OF ONE TREE PER 5 PARKING SPACES IS REQUIRED
- A 4 FOOT LANDSCAPE BUFFER IS REQUIRED BETWEEN PARKING AREAS AND GROUND FLOOR LIVING SPACE
   A 10 FOOT LANDSCAPE BUFFER IS REQUIRED ALONG THE JETTY AVENUE (EAST) PROPERTY LINE
   A SHARED 10 FOOT LANDSCAPE BUFFER IS PROPOSED ALONG THE WEST PROPERTY LINE PER 16.36.050
- TRASH ENCLOSURE WILL BE SCREENED BY A 6 FOOT HIGH SOLID FENCE OR WALL.

- SECTION 16.128.030 VEHICLE PARKING STANDARDS

   MINIMUM OF 1.75 PARKING STAILS PER 2 BEDROOM DWELLING UNIT = 28 x 1.75 = 49 (49 SPACES)

   MAXIMUM OF 40% OF PARKING STAILS MAY BE COMPACT (7.5' x 15') = 19.6 (19 COMPACT SPACES USED)

   MINIMUM NUMBER OF ACCESSIBLE PARKING SPACES PER TABLE 'D' = 2 ACCESSIBLE (1 VAN, 1 STANDARD)

## SECTION 16.128.040 BICYCLE PARKING REQUIREMENTS

MULTIFAMILY RESIDENTIAL - 1 SPACE PER 4 DWELLING UNITS WITH 25% SHORT TERM AND 75% LONG TERM
28 DWELLING UNITS = 7 1.75 (2) SHORT TERM AND 5.25 (6) LONG TERM
- SHORT TERM PARKING PROVIDED NEAR CENTRAL BUILDING WITH U-RACK

- LONG TERM PARKING PROVIDED IN SECURE ROOMS IN STORAGE BUILDING

## SECTION 16.136.020 TRANSPORTATION STANDARDS

DATE: 150.020 TRANSPORTATION STANDARDS
BASED ON STANDARD REQUIREMENTS FOR LOCAL ROADS PER TABLE 16.136.010 THE HALF ROAD IMPROVEMENT FOR SE JETTY AVENUE REQUIRES A 12 FOOT TRAVEL LANE, 8 FOOT PARKING STRIP (PROVIDING 10 ADDITIONAL PARALLEL SPACES), 5 FOOT WIDE LANDSCAPE STRIP (STREET TREES) AND 5 FOOT WIDE SIDEWALK.

## **LEGEND**

EXISTING RIGHT OF WAY R.O.W. E0P EDGE OF PAVEMENT б POWER POLE <del>--</del> POST MOUNTED SIGN 8 FIRE HYDRANT M WATER METER DOUBLE AREA LIGHT SINGLE AREA LIGHT WALL MOUNTED LIGHT гUт OVERHEAD UTILITIES MAJOR CONTOUR MINOR CONTOUR PROPERTY LINE ADJACENT PROPERTY LINE

> BUILDING SETBACK EDGE OF GRAVEL — — CENTERLINE OF R.O.W. EXISTING BUILDING

> > AC PAVING

CITY OF WARRENTON

TE: 12/06/2019 ISSUED FOR APPROVAL

PROPOSED SITE PLAN REVISION RECORD SCALE: 1"=20' A REVISED SITE CONFIGURATION B REDUCED UNIT COUNT & MODIFIED LAYOUT C CHANGED CENTER BUILDING, DELETED CARPORTS

A Lower	St. Helens
7.4	(503) 366-039
A Columbia	
Engine	ering
Liigiile	Cring
The state of the s	

DATE

10/18/2019

11/04/2019

12/02/2019

ns, Oregon	PROJ. NO. 2943	PROPOSED SITE PLA	AN, INDEX & VICINI	TY MAP
1399	DWG. BY BMK	LATITUDE 46 APARTI	MENTS	
) Est	APPR. BY	JEFFREY CANESSA		SHEET
. W	FILE D-2943-C	-2-C	DATE 09/18/2019	U-2

ARCH. CLASS 'A' COMP. ROOFING MFGR. AND COLOR TO BE DETERMINED

AT 15T. FLOOR AREA HARDI-PLANK OR EQUAL HOR. SIDING W/ 5/4 X 6 CORNER TRIM- SEE DETAIL 2/6 (WINDOW TRIM OPTIONAL)

AT 2ND. FLOOR AREA
1/2" HARDI-BOARD OR EQUAL SIDING
11/1 N2 BATTS AS SHOWN

SIDING PAINT MEGR: BENJAMIN MOORE MAIN COLOR: HCIØØ GLOUCESTER SAGE UPFER COLOR AND DOORS: 278 HOLLYWOOD GOLD TRIM AND SOFITS: 2134 30 IRCN MOUNTAIN ACCENT COLOR: AF-215 RUSTIQUE

STONE VENEER BASES- VERIFY TYPE PER HFGR.
AT ENTRY COLUMNS
2 X 12 BELLY BOARD
PROVIDE APPLIED SHUTTERS AT GREAT ROOM WINDOWS

PROVIDE 2/0 X 3/0 WDW AT FALSE ROOF DORMER DBL. UP TRUSS BELOW AS REQUIRED SEE DETAIL 5/6

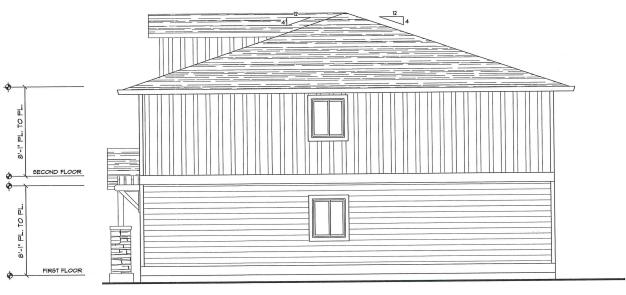
PROVIDE EXPOSED TRELLIGES ABOVE LIVING ROOM WINDOWS AT IST FLOOR WDWS-FRONT ELEVATION ONLY SEE DETAIL

WHALLE WILL NAVIOLE PACIFIC NORTHWEST EDITION

4 UNIT SULLDING

TYPICAL 2 BEDROOT UNITS - 2 STORY BUILDING

FRONT ELEVATION WIND WIND WIND Mydyn Myl ywr 1/4" = 1'-0"



RIGHT SIDE ELEVATION

CITY OF WARRENTON

Plan# 4-2902-2 4-UNIT APT.

UD. 21911- 12-06-19 O- \*800-368-0821 Ckd: TWS

(c)

PACIFIC NORTHWEST EDITION E-Mail- tim@stocktondesign.com Web Site- www.stocktondesign.com

STUDY SET ONLY NOT FOR CONSTRUCTION

Sherman Engineering I Oregon 230.8876

Building L

Designs Stockton

LLC.

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Inc.



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LEFT SIDE ELEVATION

THESE PLANS ARE FOR SIDDY ONLY, NOT FOR CONSTRUCTION, THE ROSSE, ON REPRODUCTION, USE THE PROPERTY OF THE PLANS OF THESE PLANS, DEAD, DESAY, OR DEAD OF THE PLANS, DEAD, DESAY, D

PACIFIC NORTHWEST EDITION

FIRST FLOOR

SECOND FLOOR

-Mail- tim@stocktondesign.com /eb Site- www.stocktondesign.com REVISIONS:

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Building Designs By Stockton LLC.

Sherman Engineering Inc.

Plan# 12-2902-3 12-UNIT APT.

UD. 21911- 11-22-19 O- \*800-368-0821 Ckd: TWS

A1.1

## TYPICAL EXTERIOR MATERIALS

ARCH. CLASS 'A' COMP. ROOFING MFGR. AND COLOR TO BE DETERMINED

AT 2ND, FLOOR AREA 1/2" HARDI-BOARD OR EQUAL SIDING W/ IX2 BATTS AS SHOWN

SIDNG PAINT MFGR: BENJAMIN MOORE MAIN COLOR: HCIØØ GLOUCESTER SAGE UPFER COLOR AND DOORS: 219 HOLLTWOOD GOLD TRIM AND SOFFITS: 2194 30 IRCM MOUNTAIN ACCENT COLOR: AF-218 RUSTIQUE

STONE VENEER BASES- VERIFY TYPE PER MFGR. AT ENTRY COLUMNS

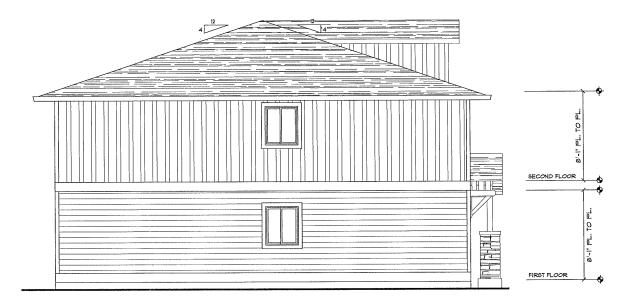
2 X 12 BELLY BOARD PROVIDE APPLIED SHUTTERS AT GREAT ROOM WINDOWS

PROVIDE 2/0 X 3/0 WDW AT FALSE ROOF DORMER DBL. UP TRUSS BELOW AS REQUIRED SEE DETAIL 5/6

PROVIDE EXPOSED TRELLISES ABOVE LIVING ROOM WINDOWS AT 19T FLOOR WOWS-FRONT ELEVATION ONLY SEE DETAIL



REAR ELEVATION



LEFT SIDE ELEVATION

Plan# 4-2902-2 4-UNIT APT.

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Designs

Building Do By Stockton

Sherman Engineering Inc

Portland, Oregon Ph: 1.503.230.887

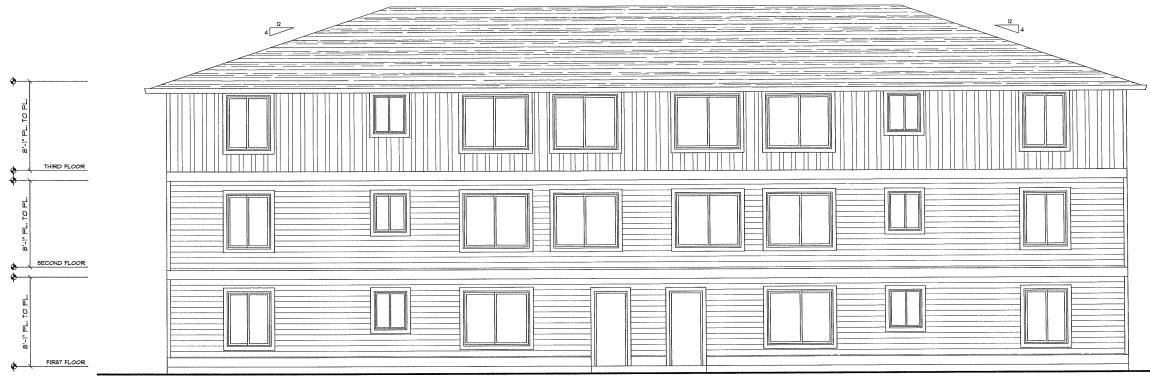
LLC.

0- 4800-368-0821 Ckd: TWS

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PACIFIC NORTHWEST EDITION



REAR ELEVATION

TYPICAL EXTERIOR MATERIALS

ARCH. CLASS 'A' COMP. ROOFING MFGR. AND COLOR TO BE DETERMINED

AT 1ST. AND 2ND. FLOOR AREA HARDI-PLANK OR EQUAL HOR SIDING W/ 5/4 X 6 CORNER TRIM- SEE DETAIL 2/6 (WINDOW TRIM OPTIONAL)

AT 3RD. FLOOR AREA 5/8' PLYUD. OR EQUAL SIDING W/ IX2 BATTS AS SHOUN

SIDING PAINT MFGR: BENJAMIN MOORE MAIN COLOR: HCIØØ GLOUCESTER SAGE UFFER COLOR AND DOORS: 219 HOLLTWOOD GOLD TRIM AND SOFTITS: J134 3Ø IRCM MOINTAIN ACCENT COLOR: AF-219 RUISTIGUE

ACCENT COLOR: AF-215 RUSTIQUE

STONE VENEER BASES - VERIFY TYPE PER MFGR.
AT ENTRY COLUMNS

2 X IZ BELLY BOARD

PROVIDE 2/0 X 3/0 UDUS AT

FALSE ROOF DORYTERS

DBL. UP TRUSS BELOW AS REQUIRED

SEE DETAIL 5/6

PROVIDE EXPOSED TRELLISES ABOVE LIVING ROOM WINDOWS AT 19T AND 2ND FLOOR WDWSFROMT ELEVATION ONLY SEE DETAIL



RIGHT SIDE ELEVATION 1/4' = 1'-0'

**©** UNITIEN DESIGNS ON THERE DRUMMAS SHALL HAVE PRECEDENCE OVER SCALED DESIGNS. CONTRACTORS SHALL VERSET AND DE RESPONSIBLE FOR ALL DESIGNS AND COSDITIONS ON HE JOS, AND THIS OFFICE HAST DE NOTIFIED OF ANY VARIATIONS FROM THE DESIGNS AND COSDITIONS SHOULD BY THESE PREMARES. PACIFIC NORTHWEST EDITION

E-Mail-Web Site- tim@stocktondesign.com www.stocktondesign.com

Sherman Engineering Inc. Oreg

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Designs

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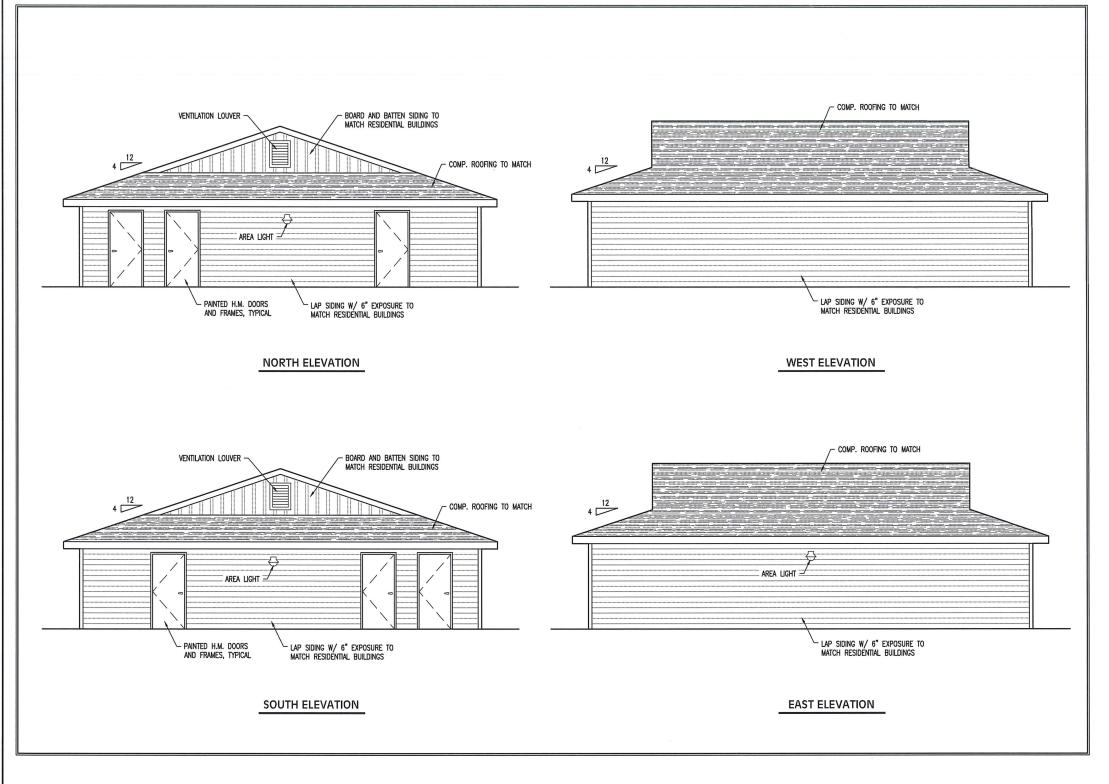
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Stockton

Plan# 12-2902-3 12-UNIT APT.

0- 4800-368-0821

STUDY SET ONLY NOT FOR CONSTRUCTION



STORAGE BUILDING ELEVATIONS

SCALE: 1/4" = 1'-0"

LATITUDE 46 APARTMENTS WARRENTON, OR



BY: CITY OF WARRENTON

DATE: 12/06/2019 ISSUED FOR APPROVAL

DATE

LOWER St. Helens, Oregon 503 366-0399

Columbia Columbia

APPR. BY

FILE D-29

egon	on <b>PROJ. NO.</b> 2943		STORAGE BUILDING ELEVATIONS	
	DWG. BY	BMK	LATITUDE 46 APARTMENTS	
	APPR. BY		JEFFREY CANESSA	SHEET
9.	FILE D-	2943-A	-3 DATE 12/06/2019	A-3



_			
Sale	Agreement #	BP08.15.19	

# FINAL AGENCY ACKNOWLEDGMENT

		(D   1 *	1' "	0510015	
		of Buyer's Agent(s)*), (			tate Firm(a)*)
ofBuyer's Agent's Office Address	eXp Realty, LLC 355 Exchange St., Astoria, Ol	2 97103	'	me of Real Est	. , ,
		mail bree@liveastoria.c		# <u>Z01ZZ0000</u>	
is/are the agent of (check one): X Buyer exclusive				ncy").	
David G. Hoggard	(Nam	e of Seller's Agent(s)*)	Oregon Lic. #	200306004	G.
	E/ MAX River & Sea			e of Real Esta	
	57 W. Marine Drive, Astoria, C			# 200511293	
		mail dthoggard@yahod			
is/are the agent of <i>(check one)</i> : X Seller exclusive *If Buyer's and/or Seller's Agents and/or Fire	ely ("Seller Agency"). ∐ Both E	Buyer and Seller ("Disclo	sed Limited Age	ncy").	s should bo
disclosed above.	ms are co-sening or co-nsu	ng in this transaction	, all Agents al	u riiii names	s silould be
If both parties are each represented by one or m					
in that Real Estate Firm, Buyer and Seller ackr Seller as more fully explained in the Disclosed Lin					
Buyer shall sign this acknowledgment at the time of			-	_	
Agreement is first submitted to Seller, even if this			made. Seller's si	gnature to this	Final Agency
Acknowledgment shall not constitute acceptance	of this Agreement or any terms	therein.		0 /1 5 /2010	
Buyer Comm	Print Jeffrey Can	essa	Date	8/15/2019	←
Buyer PopuSigned by:	Print Jennifer Ca		Date	8/15/2019	←
L BARTERAZBERZHAD				/16/2019	16:08:57
Seller Thomas Muin Harris		Harris			
Selier_526A291A6E4D4BE	Print	,	Date		——←
THIS AGREEMENT IS INTENDED TO BE A LADVICE BEFORE SIGNING. FOR AN EXPLANOTICE, BINDING EFFECT, ETC., SELLER A	NATION OF THE PRINTED T	ERMS AND PROVISION SED TO CLOSELY REV	NS IN THIS FOR	M REGARDING	G TIMING,
1. PRICE/PROPERTY DESCRIPTION: Buyer (p	rint name(s)) Jeffrey Canessa	ı, Jennifer Canessa			
offers to purchase from Seller (print $name(s)$ ) $\underline{Th}$	omas A. Harris				
the following described real property (hereinafter				Clatsop	
and commonly known or identified as (insert street		lentification number, lot/	block description	, etc.)	
1335 SE Jetty Ave, Warrenton, OR 97146-961 Tax IDs: 31967 & 31968	3				
	nin a complete legal description	as provided by the title in	nurance company	in accordance	with Section 7
(Buyer and Seller agree that if it is not provided here (Title Insurance), below, shall, where necessary,				in accordance	with Section 7
for the Purchase Price (in U.S. currency) of				A \$	350,000.00
on the following terms: Earnest money herein rec				Α Ψ	350,000.00
on, as additional earnest m					
at or before Closing, the balance of down paymen					
at Closing and upon delivery of X DEED CO				E\$	346,500.00
shall be paid as agreed in Financing Section of the		rchase Frice	// ince P		340,500.00
shall be paid as agreed in I mancing decitor of the	le Agreement.		DS (Lines b,	C, D and E should	u equal Lille A)
Buyer Initials $\frac{\cancel{y}}{\cancel{y}}$ $\cancel{\cancel{y}}$ Date $\frac{8/15/20}{\cancel{y}}$	19 	Seller Initia	s_talt_1_	Dat&/16/	<u>/2019</u>   10
This form has been licensed for use solely by		_	ent with Orego	n Real Estate F	orms, LLC.
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Sale Agreement # BP08.15.19

44	FINANCING
45	2. BALANCE OF PURCHASE PRICE. (Select A or B)
46 47 48 49	Buyer represents that Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase price, sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.), except as follows (describe): No exceptions.
50 51 52 53 54 55 56 57 58	A. X This is an all cash transaction. Buyer to provide verification ("Verification") of readily available funds as follows (select only one):  Buyer has attached a copy of the Verification with the submission of this Agreement to Seller Buyer will provide Seller with the Verification within business days (five [5] if not filled in) after this Agreement has been signed and accepted; or X Other (Describe):  Verification of funds letter available upon request.  Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within business days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be terminated.
60 61 62	B. Balance of Purchase Price to be financed through one of the following Loan Programs (Select only one): Conventional;  Other (Describe): (hereinafter "Loan Program"). Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as
63 64 65 66	"Lender") participating in the Loan Program selected above.  C. Pre-Approval Letter.  Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker;  Buyer does not have a Pre-Approval Letter at the time of making this offer;  Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows:
67 68 69	<b>3.1 FINANCING CONTINGENCIES.</b> If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing contingencies: (1) Buyer <u>and</u> the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and, (3) Other (Describe):
70 71	Except as otherwise provided herein, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.
72 73 74 75 76 77 78 79	3.2 FAILURE OF FINANCING CONTINGENCIES. If Buyer receives actual notification from Lender that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have business days (two [2] if not filled in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing a Termination Agreement (OREF 057) and/ or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time period identified in this Section 3.2 (Failure of Financing Contingencies), this transaction shall be automatically terminated and all earnest money shall be promptly refunded to Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.
80 81 82	<b>3.3 BUYER REPRESENTATION REGARDING FINANCING:</b> Buyer makes the following representations to Seller: (1) Buyer's completed loan application, as hereinafter defined, shall be submitted to the Lender that provided the Pre-Approval Letter, a copy of which has been delivered to Seller, or will be, pursuant to Section 2C (Pre-Approval Letter), above.
83 84 85 86	(2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than business days (three [3] if not filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property; and (vi) the loan amount sought.
87 88 89	(3) Buyer agrees that if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within business days (three [3] if not filled in - but not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.
90 91	(4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all application, appraisal and processing fees, where applicable) to obtain the loan.
	,Ds
	Buyer Initials $\frac{1}{2}$ Date $\frac{8/15/2019}{}$ Date $\frac{8/15/2019}{}$ Seller Initials $\frac{1}{2}$ Date $\frac{1}{2}$
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- 92 (5) Buyer understands and agrees that Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which may be withheld in Seller's sole discretion.
- 94 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.
- 96 (7) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 10 97 of this Agreement, (or Section 1 of the OREF 058 Professional Inspection Addendum if used).
- 98 (8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application 99 status.
- 4.1 INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan.
- 4.2 FLOOD INSURANCE; ELEVATION CERTIFICATE: If the Property is located in a designated flood zone, flood insurance may be required 102 as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation 103 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between 104 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain 105 floods. The amount of the flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC, 106 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by 107 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the 108 Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as 109 110 a condition of loan approval. For more information, go to the following website www.fema.gov.
- 5. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN, ETC.): Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement (hereinafter a "Seller Carried Transaction"), Oregon law requires that, unless exempted, individuals offering or negotiating the terms must hold a mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one):
- 117 (a) Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or
- 118 (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO
  - Seller and Buyer agree that regardless of whether (a), or (b) is selected, they will reach a signed written agreement upon the terms and conditions of such financing (e.g. down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within business days (ten [10] if not filled in) commencing on the next business day following the date they have signed and accepted this Sale Agreement ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall be automatically terminated. Caveat: Buyer's and Seller's Agents are not authorized to render advice on these matters. Buyer and Seller are advised to secure competent legal advice while engaged in a Seller-Carried Transaction.
  - 6. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs): None.

129 CONTINGENCIES

7. TITLE INSURANCE: When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from the title insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of all documents of record ("the Report and Documents of Record" for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 23.3 (Definitions/Instructions), below. Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (If, upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt of the Report and Documents of Record Buyer shall have \_\_\_\_5 \_\_ business days (five [5] if not filled in) within which to notify Seller, in writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely object in writing, shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not

Buyer Initials 1 Date 8/15/2019

Seller Initials 10th / \_\_\_\_\_ Date 8/16/2019 | 16:08

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Sale Agreement # BP08.15.19

	EQUALIDATION OF THE PROPERTY O
39 40 41 42 43 44 45 46 47 48 49 150 151	relieve Seller of the duty to convey marketable title to the Property pursuant to Section 21 (Deed), below. If, within
153 154 155 156 157 158 159 160 161	8. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions that may be found in and around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer understands that it is advisable to have a complete inspection of the Property by qualified licensed professional(s), relating to such matters as soil condition/compaction/stability, environmental issues, survey, zoning, availability of utilities, and suitability for Buyer's intended purpose. Neither the Buyer's nor Seller's Agents are qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at <a href="https://www.oregonrealtors.org">www.oregonrealtors.org</a> and the Oregon Public Health Division at www.oregon.gov.
162 163 164 165 166	Check only one box below:  X LICENSED PROFESSIONAL INSPECTIONS: At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold. Identify Invasive Inspections: TBD.
167 168 169 170 171 172 173 174 175 176 177	Buyer understands that Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have45_ business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer shall not provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period, Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s) by 5:00 P.M. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall automatically terminate, unless the parties agree otherwise in writing.
179	ALTERNATIVE INSPECTION PROCEDURES: OREF-058 PROFESSIONAL INSPECTION ADDENDUM
180 181 182 183	OTHER INSPECTION ADDENDUM BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.
184 185	9.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes X No. If the Property contains a private well, the OREF 082 Private Well Addendum will be attached to this Sale Agreement.
186 187	9.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? Yes X No If the Property contains a septic/onsite sewage system, the OREF 081 Septic/Onsite Sewage System Addendum will be attached to this Sale Agreement.
	Buyer Initials
	VACANT LAND REAL ESTATE SALE AGREEMENT- Page 4 of 11

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Harris to Canessa

Sale Agreement # BP08.15.19

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188 189 190	10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge that, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings, and does <u>not</u> apply to transactions involving vacant land.
191 192 193 194 195 196 197 198 199 200 201	10.2 SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Disclosure Addendum addresses the current condition of the Property, and asks Seller to provide pertinent documents and information. Seller's answers are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall commence on the first business day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the transaction at any time until said delivery <u>and</u> the Revocation Period has expired, or the time of closing, whichever first occurs.
202 203	X Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is signed and accepted by the parties. Buyer <u>does not waive</u> the right of revocation provided therein.
204 205	☐ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement is signed and accepted by the parties. Buyer expressly <u>waives</u> the right of revocation provided therein.
206	Buyer expressly <u>waives</u> the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.
207 208	SELLER REPRESENTATIONS
209 210	11. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:
211 212 213	(1) The Property is served by and/or connected to (check all that apply):   a public sewer system;   a private well and/or shared well;   other (e.g., surface springs, cistern, etc.) described:  none of the preceding.
214	(2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.
215	(3) Seller has no notice of any liens or assessments to be levied against the Property.
216 217	(4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which could detrimentally affect the use, development, or value of the Property.
218	(5) Seller knows of no material defects in or about the Property.
219	(6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
220 221 222 223	(7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-resource uses (e.g., cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (e.g., for harvesting, fishing, hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation, etc.; (d) supplier agreements, production processing commitments or other similar contracts.
224	(8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.
225 226 227	(9) Water rights (e.g., irrigation, agricultural), for not less than (Seller to complete) acres, have been utilized and applied for beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions. Buyer should verify compliance with appropriate agency.
228 229	(10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.
230 231	(11) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.
232 233 234	These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (11) are:
235	lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where
	DS
	Buyer Initials \( \frac{\kappa^2}{\mathcal{L}} \) Date \( \frac{8/15/2019}{\mathcal{L}} \) Seller Initials \( \frac{\lambda \kappa}{\mathcal{L}} \) Date \( \frac{8/15/2019}{\mathcal{L}} \) 16:08:  This form has been licensed for use solely by Bree Phillips pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
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Sale Agreement # BP08.15.19

appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither 236 the Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property. 237

12.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by 239 executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of 241 Oregon law.

12.2 FIRPTA TAX WITHHOLDING REQUIREMENT: Seller and Buyer are advised that at Closing, a Federal law, known as the Foreign Investment in Real 242 Property Tax Act ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds (up to 15% of the Purchase Price) if the real property is located 243 within the United States and the seller is a "foreign person" who does not qualify for an exemption. A "foreign person" includes a non-resident alien individual, 244 foreign corporation, foreign partnership, foreign trust or a foreign estate. 245

If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrow either OREF 094 FIRPTA Certification of Non Foreign Status or a form of certification of non-foreign status provided by escrow that complies with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees that Seller will be presumed to be a foreign person so the Withholding Requirement (as defined in Section 2 - Buyer Responsibilities Under FIRPTA or OREF 093 FIRPTA Addendum) will apply to this transaction. Seller acknowledges that the Certificate includes Seller's taxpayer identification number, social security number, or employer identification number (collectively "Nonpubilic Personal Information" or "NPI") as required by applicable law. In some cases, Escrow or Buyer's Agent, after receipt and review of the signed Certificate, will agree to act as a "Qualified Substitute" and provide Buyer with either OREF 095 FIRPTA Qualified Substitute Statement or a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so that Seller's NPI is not disclosed to Buyer. In such event, the original Certificate will be held by Escrow or Buyer's Agent (as applicable) pursuant to applicable law. If Escrow and Buyer's Agent are unable or unwilling to serve as a "Qualified Substitute," Escrow shall deliver to Buyer the original Certificate at Closing, in which case Buyer covenants and agrees not to use or disclose Seller's NPI to any third parties unless required to do so by subpoena or court order.

258 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with the law and 259 260 regulations. For further information, Seller and Buyer should go to: www.irs.gov.

12.3 AGRICULTURAL FOREIGN INVESTMENT ACT OF 1978 ADVISORY: The Agricultural Foreign Investor Act of 1978 requires Sellers of agricultural 261 land who are foreign person to report the acquisition or transfer of agricultural land to the Secretary of Agriculture within 90 days of that act using Form FSA-262 263 153. The failure to provide this notice could result in a penalty of up to 25% of the value of the land acquired or transferred. Foreign Clients should consult with 264 their attorney regarding this requirement.

13. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

267	Territory Plant against the action to the	MISCELLANEOUS ITEMS	
268 269 270	14. TOWNHOME/PLANNED COMMUNITY/HOMOWNEI Homeowner's Association? Yes X No Unknown. If you attached to this Sale Agreement.		
271 272 273	15. ADDITIONAL PROVISIONS: Buyers shall have 45 b	ousiness days to complete their due diligence.	
274 275		For additional provis	ions, see Addendum
276	STORY OF THE SAME PORT OF THE	CLOSING/ESCROW	CART TO THE ACCUSE OF
277	16. ESCROW: This transaction shall be Closed at	Ticor Title. Astoria	("Escrow"), a neutral escrow

("Escrow"), a neutral escrow 16. ESCROW: This transaction shall be Closed at Ticor Title, Astoria located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein. Unless otherwise provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by

Buyer Initials	Je	130	Date	8/15/2019

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Seller Initial	s Talt	/	Date /16/2019	ı	16:08:	
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EQUAL HOUSING

Sale Agreement # BP08.15.19

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283 284	Buyer's or Seller's Agent's Firms shall be paid at Closing in accordance with the listing agreement, buyer representation agreement or other written agreement for compensation.
285 286	17. PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property shall be as of: (check one) X the Closing Date; date Buyer is entitled to possession; or
287 288	<b>18. EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:</b> When this Sale Agreement is signed and accepted by Buyer and Seller, the following instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ 3,500.00 ('the Deposit'').
289 290 291	18.1 The Deposit shall be payable by wire transfer or check <u>and</u> deposited within (three [3] if not filled in) business days (the "Deposit Deadline") as follows (check all that apply):  X Directly with Escrow;
292	Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or
293	☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing;
294	As follows:
295 296 297	Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 19.1 and 19.2 (Earnest Money Refund to Buyer and Earnest Money Payment to Seller), below.
298 299 300	18.2 If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or (Describe):
301 302	18.3 Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no further responsibility to Buyer or Seller regarding said funds.
303 304 305 306 307 308	19. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this Agreement marked "rejected" by Buyer's or Seller's Agents Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller set up an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine that the transaction cannot be Closed for any reason (whether or not there is then a dispute between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to disposition of such deposits.
309 310 311 312 313	19.1 EARNEST MONEY REFUND TO BUYER: If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other legal remedies available to Buyer.
314 315 316 317 318 319 320 321 322 323	19.2 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement, then all earnest money paid or agreed to be paid shall be paid to Seller as liquidated damages. The parties expressly agree that Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, and that said earnest money deposit(s) identified herein shall represent a binding liquidated sum, and that it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a penalty. It is the intention of the parties that Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right to recover from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of the Dispute Resolution Sections below.
324 325 326	20.1 CLOSING: Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than
	Buyer Initials
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Sale Ad	reement	# BP	08.15.19
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327	date. Caveat: Section 5 (Seller-Carried Financing) requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or
328	mortgage

- 329 20.2 THE CLOSING DISCLOSURE: If the Property will be used, or is expected to be used, as Buyer's primary residence, and lender financing is
- involved, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a federally-required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires that the Closing
- on the state of the second by a selection of the second party and the se
- Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in
- most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure
- late in the transaction could result in a delay in Closing to comply with the three business day rule. Such a delay beyond the Closing Deadline
- 335 could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.
- 336 20.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the actual
- 337 costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs
- 338 for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. Seller and Buyer are encouraged to discuss this with
- 339 Escrow prior to Closing.

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- 340 21. DEED: Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or
- 341 similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
- 342 ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and restrictions
- 343 of record, and those matters accepted by Buyer pursuant to Section 7 (Title Insurance). If Buyer's title will be held in the name of more than one person see
- 344 Section 30 (Offer to Purchase) regarding forms of co-ownership.
- 345 22. POSSESSION: Seller shall deliver possession of the Property to Buyer (select one):

346	(1) X by 5:00 p.m. on Cl	osing;		
347	(2)  by	a.m p.m da	ys after Closing;	
348	(3)  by	a.m p.m. on the	day of	

## **DEFINITIONS/INSTRUCTIONS**

- 23. **DEFINITIONS/INSTRUCTIONS:** (1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated.
- 352 (2) Time is of the essence of this Agreement.
- 353 (3) Except as provided in Section 7 (Title Insurance), above, all written notices or documents, required or permitted under this Agreement to be
  354 delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of
  355 this transaction with the title company identified at Section 16 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall
  356 provide escrow with their preferred means of notification (e.g. email or text address, facsimile number, or mailing or personal delivery address, or
- 357 other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location")
- 358 (4) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement.
- 359 (5) A "business day" shall mean Monday through Friday, except recognized state and federal holidays.
- 360 (6) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer, counteroffer, or 361 addendum in any form or language that adds to, amends or otherwise modifies this real estate sale agreement that has been signed and accepted in 362 accordance with the requirements of item 7 herein.
- 363 (7) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 15 (Additional
- 366 Provisions) of this Sale Agreement.
- 367 (8) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after the date they have signed and accepted it.
- 369 (9) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights 370 under this Agreement or in the Property are not assignable without prior written consent of Seller.
- 371 (10) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

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Buyer Initials $\frac{\cancel{\cancel{x}}}{\cancel{\cancel{y}}}$ Date $\frac{8/15/2019}{\cancel{\cancel{y}}}$	Seller Initials 12th / Date8/16/2019   16:08
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Sale Agreement # BP08.15.19

- (11) Unless a different time is specified in the Agreement, all deadlines for performance, however designated, that are measured in business or calendar days, shall terminate as of 5:00 p.m. on the last day of that deadline, however designated. 373
- (12) Notice. As used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy 374

of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b)

- the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) three (3) calendar days after the date the notice is mailed. 376
- 24. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING 377 378 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT
- AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS 379
- DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE 380
- SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, 381
- CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, 382
- OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY 383
- 384 SHOULD CHECK WITH THE APPROPRATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING
- TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF 385
- THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF 386
- 387 NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300,195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424,
- 388 OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 389 2010.
- 390 25. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with 391 them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction. 392
  - 26. LEVY OF ADDITIONAL PROPERTY TAXES: The Property: (check one) is X is not specially assessed for property taxes (e.g., farm, forest or other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest that may be levied or recaptured against the Property and shall hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's

### 402 available remedies or damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

## DISPUTE RESOLUTION

- 27. FILING OF CLAIMS: All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a lis pendens. BY CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT,
- 411 INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS. 412 28. EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract
- 413 or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is
- 414 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®;
- (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller 415
- contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the 416 417 Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution
- 418 procedures described herein for the adjudication of any Claims.
- 29.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller that are within the jurisdiction of the Small Claims 419
- 420 Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other

8/15/2019 Buyer Initials & 1 50

TUH, Seller Initials

Date8/16/2019 |

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Sale	Agreement	#	<b>BP08.1</b>	5.19
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forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

29.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer and/or Seller's Agent is a member of the National 423 Association of REALTORS®, all Claims shall be submitted to mediation as offered by the local Realtor® Association, if available. If mediation is not 424 425 available through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and binding 426 arbitration in accordance the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be entitled to recovery 427 of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party shall not be 428 429 entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing 430 party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

431 **29.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms shall be resolved in accordance with the mediation and arbitration process described in Section 29.2 (Mediation and Arbitration Between Buyer and Seller) above, and if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

# SIGNATURE INSTRUCTIONS

433	SIGNATORE INSTRUCTIONS
436 437 438 439 440 441	30. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer acknowledges receipt of a completely filled in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied upon any oral or written statements, made by Seller or any Agents that are not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.
442	Deed or contract shall be prepared in the name of <u>Jennifer &amp; Jeffrey Cannesa and/or Assigns</u> .
443 444	<b>Co-Ownership Note:</b> Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer should promptly notify Escrow.
445 446 447	This offer shall automatically expire on (insert date) August 19, 2019 at 10 X a.m. p.m., (the "Offer Deadline"), if not accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.
448	Buyer
449	Buyer
450	Address Zip
451	Phone #1 Phone #2 E-mail
452 453	Thisroffer was delivered/transmitted to Seller for signature on (insert date)  By Vawa & Kongara  [Agent(s) presenting offer).
454 455 456	31. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller <u>accepts</u> Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied-upons any paral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement.
457	Seller Lumas Muin Harris  Date 16/2019   16:08:57 PM PR.Tmp.m.   — Thomas Apharris
458	Seller,a.mp.m. ←
459	Address       Zip         Phone #1       Phone #2       E-mail
460	Phone #1 Phone #2 E-mail
461 462 463 464	Note: If delivery/transmission occurs after the Offer Deadline identified at Section 30 (Offer to Purchase), above, it will not become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 32 (Seller's Rejection), below, and this transaction shall be automatically terminated.
	Buyer Initials 1 Date 8/15/2019   Seller Initials 1 Date 16:08:

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S	a⊷ Agreement #	BP08.15.19	

465 466	32. SELLER'S REJEC	CTION/COUNTER OFFER (select only one 's offer.	e): Seller does not accept	the above offer, but m	nakes the attached co	ounter offer;
467	Seller Thomas A. Har	ris	Date		a.m	p.m. ←
468	Seller		Date		a.m	p.m. ←
469	Address				Zip	
470		Phone #2				
471 472 473	SUCH PROPOS	ALTERATIONS ARE PERMITTED TO AN EED CHANGES OR ALTERATIONS SHOU TO THE TERMS OR PROVISIONS ABOV	LD BE MADE ON A SEPAR	RATE DOCUMENT. CH	ANGES BY BUYER	'S OR

Buyer Initials  $\int_{\mathcal{L}}^{0s} \int_{\mathcal{U}}^{0s} Date = \frac{8/15/2019}{1}$ 

Seller Initials TUH / Date 8/16/2019 | 16:08:

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Example of colors on a home in Astoria





property owners and agencies.



# **Community & Economic Development Department**

# **Permit Checklist**

# June 2019

The following is a general checklist that applies to all Community & Economic Development Department submittals. The checklist is intended to assist prospective applicants with navigating the permit process. In each case, there may be additional submittal requirements that are identified in the pre-application notes.

The burden of proof rests with the applicant to demonstrate compliance with applicable portions of the Development Code.

Ц	Signed Application & Fee (Site Design Review, Conditional Use, Variance, etc.)
	Site Plan (3 copies   11 x 17 or larger to scale)
	Landscape & Parking Plan (if not indicated on site plan)
	Engineering Review Form & Deposit
	Self-addressed, stamped envelopes for public notice (Type 2 & Type 3)
	Impact Study (Type 2 & Type 3)
	Pre-application Notes Response Letter
	Narrative of findings that addresses applicable criteria
	Preliminary utility and stormwater plan
	all materials have been verified, a completeness letter will be issued with a basic timeling view. After completion, public notice will be published and mailed to the affected

The checklist itself is a requirement and must be submitted and date stamped by city staff.





