

Planning/Permit Application Center

City Hall / 555 Liberty St. SE / Room 320 / Salem, OR 97301-3513

503-588-6173 * planning@cityofsalem.net

If you need the following translated in Spanish, please call 503-588-6256.

Si usted necesita lo siguiente traducido en español, por favor llame 503-588-6256.

(For office use only)

Permit #:

Application type

Please describe the type of land use action requested:

Work site location and information

Street address or location of subject property	
Total size of subject property	
Assessor tax lot numbers	
Existing use structures and/or other improvements on site	
Zoning	
Comprehensive Plan Designation	
Project description	

People information

	Name	Full Mailing Address	Phone Number and Email address
Applicant			
Agent			
Paid By			

Project information

Project Valuation for Site Plan Review	
Neighborhood Association	
Have you contacted the Neighborhood Association?	Yes No
Date Neighborhood Association contacted	
Describe contact with the affected Neighborhood Association (The City of Salem recognizes, values, and supports the involvement of residents in land use decisions affecting neighborhoods across the city and strongly encourages anyone requesting approval for any land use proposal to contact the affected neighborhood association(s) as early in the process as possible.)	
Have you contacted Salem-Keizer Transit?	Yes No
Date Salem-Keizer Transit contacted	
Describe contact with Salem-Keizer Transit	
Type the name and address of the Homeowners Association (If none, type "N/A".)	

Authorization by property owner(s)/applicant

***If the applicant and/or property owner is a Limited Liability Company (LLC), please also provide a list of all members of the LLC with your application.**

Copyright release for government entities: I hereby grant permission to the City of Salem to copy, in whole or part, drawings and all other materials submitted by me, my agents, or representatives. This grant of permission extends to all copies needed for administration of the City's regulatory, administrative, and legal functions, including sharing of information with other governmental entities.

Authorizations: Property owners and contract purchasers are required to authorize the filing of this application and must sign below.

§ All signatures represent that they have full legal capacity to and hereby do authorize the filing of this application and certify that the information and exhibits herewith submitted are true and correct.

§ I (we) hereby grant consent to the City of Salem and its officers, agents, employees, and/or independent contractors to enter the property identified above to conduct any and all inspections that are considered appropriate by the City to process this application.

§ I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property:

Electronic signature certification: By attaching an electronic signature (whether typed, graphical or free form) I certify herein that I have read, understood and confirm all the statements listed above and throughout the application form.

Authorized Signature: _____

Print Name: _____ **Date:** _____

Address (include ZIP): _____

Authorized Signature: _____

Print Name: _____ **Date:** _____

Address (include ZIP): _____

(For office use only)		
Received by	Date:	Receipt Number:

Not using Internet Explorer?

Save the file to your computer and email to planning@cityofsalem.net.



Land Use Application

Planning/Permit Application Center

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Application type

Please describe the type of land use action requested:

Site Plan Review / Class III (SRC 220.005)

(For office use only)

Permit #:

Work site location and information

Street address or location of subject property	2100 Block of Doaks Ferry Rd NW., Salem, Oregon
Total size of subject property	36.84 Acres - 24.84 Acres to be developed
Assessor tax lot numbers	073W17B00400
Existing use structures and/or other improvements on site	Vacant
Zoning	RM-II (Multiple Family Residential)
Comprehensive Plan Designation	MFR (Multi-Family Residential)
Project description	Site Plan Review for a proposed Multi-Family development 24.84 acres, 440 (+/-) dwellings units. 430 Multi-family and 10 town home units, community clubhouse, garages, carports, open space, recreational space and other amenities.

People information

	Name	Full Mailing Address	Phone Number and Email address
Applicant	Titan Hill Property LLC	3425 Boone Rd SE, Salem, OR 97317	503-480-3151 - o 530-586-4104 - c
Agent			
Paid By			

Project information

Project Valuation for Site Plan Review	46,590,000.00
Neighborhood Association	West Salem Neighborhood Association
Have you contacted the Neighborhood Association?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Date Neighborhood Association contacted	10/5/2021
Describe contact with the affected Neighborhood Association (The City of Salem recognizes, values, and supports the involvement of residents in land use decisions affecting neighborhoods across the city and strongly encourages anyone requesting approval for any land use proposal to contact the affected neighborhood association(s) as early in the process as possible.)	
Have you contacted Salem-Keizer Transit?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Date Salem-Keizer Transit contacted	6/9/2022
Describe contact with Salem-Keizer Transit	Comments received 6/16/22
Type the name and address of the Homeowners Association (If none, type "N/A".)	N/A

Authorization by property owner(s)/applicant

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Authorizations: Property owners and contract purchasers are required to authorize the filing of this application and must sign below.

- All signatures represent that they have full legal capacity to and hereby do authorize the filing of this application and certify that the information and exhibits herewith submitted are true and correct.
- I (we) hereby grant consent to the City of Salem and its officers, agents, employees, and/or independent contractors to enter the property identified above to conduct any and all inspections that are considered appropriate by the City to process this application.
- I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property:

Electronic signature certification: By attaching an electronic signature (whether typed, graphical or free form) I certify herein that I have read, understood and confirm all the statements listed above and throughout the application form.

Authorized Signature:  _____

Print Name: Kelley Hamilton Date: _____

Address (include ZIP): 3425 Boone Rd SE, Salem, OR 97317

Authorized Signature: _____

Print Name: _____ Date: _____

Address (include ZIP): _____

(For office use only)		
Received by	Date:	Receipt Number:

Not using Internet Explorer?

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First American Title NCS-923376



After recording return to:
Titan Hill Property LLC
3425 Boone Road Southeast
Salem, OR 97317

Until a change is requested all tax
statements shall be sent to the
following address:
Titan Hill Property LLC
3425 Boone Road Southeast
Salem, OR 97317

File No.: NCS-923376-OR1 (WW)
Date: January 10, 2019

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED IN POLK COUNTY
Valerie Unger, County Clerk

2019-000633

01/22/2019 11:13:57 AM

REC-WD Cnt=1 Stn=5 C. PARIS
\$30.00 \$11.00 \$10.00 \$60.00 \$5.00

\$116.00

STATUTORY WARRANTY DEED

Christine L. Hart, Trustee of "The Christine L. Hart Trust" dated October 14, 2004 and John Mistkawi, as Successor Trustee of the "John and Judith Mistkawi Revocable Trust" dated May 16, 2000 as to Parcel I and Christine L. Hart, Trustee of the Christine L. Hart Trust, dated October 14, 2004 as to an undivided one-half interest and John Mistkawi, as Successor Trustee of the John and Judith Mistkawi Revocable Trust dated March 20, 2003 as to an undivided one-half interest as to Parcel II, Grantor, conveys and warrants to Titan Hill Property LLC, an Oregon limited liability company, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Exhibit 'A' attached hereto and by reference made a part hereof.

Subject to:

See Exhibit 'B' attached hereto and by reference made a part hereof

The true consideration for this conveyance is **\$2,000,000.00**. A portion of which, as paid to an accommodator pursuant to an IRC Section 1031 exchange.

APN: 270647

Statutory Warranty Deed
- continued

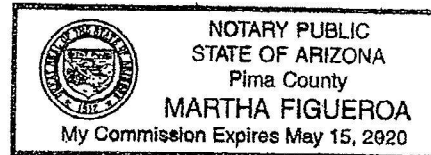
File No.: NCS-923376-OR1 (WW)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE 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, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY 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 THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 15 day of January, 2019.

Christine L. Hart Trust, dated October 14, 2004

Christine L. Hart Trustee
Christine L. Hart, Trustee



STATE OF ~~Oregon~~ Arizona)
County of Pima) ss.

This instrument was acknowledged before me on this 15 day of January, 2019
by Christine L. Hart as Trustee of The Christine L. Hart Trust, on behalf of the Trust.

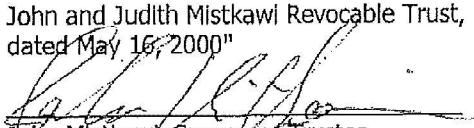
Martha Figueroa
Notary Public for ~~Oregon~~ Arizona
My commission expires: 5/15/2020

APN: 270647

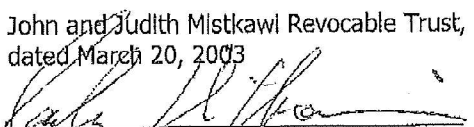
Statutory Warranty Deed
- continued

File No.: NCS-923376-OR1 (WW)

John and Judith Mistkawi Revocable Trust,
dated May 16, 2000"

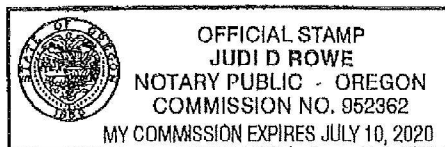

John Mistkawi, Successor Trustee

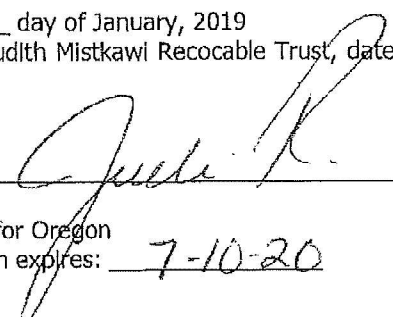
John and Judith Mistkawi Revocable Trust,
dated March 20, 2003


John Mistkawi, Successor Trustee

STATE OF Oregon)
County of Marion)ss.
)

This Instrument was acknowledged before me on this 16 day of January, 2019
by John Mistkawi as Successor Trustee of the John and Judith Mistkawi Revocable Trust, dated May 16,
2000, on behalf of the Trust.

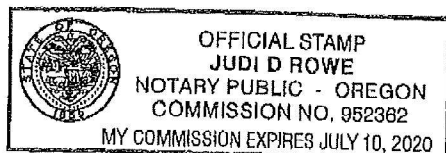



Notary Public for Oregon

My commission expires: 7-10-20

STATE OF Oregon)
County of Marion)ss.
)

This Instrument was acknowledged before me on this 16 day of January, 2019
by John Mistkawi as Successor Trustee of the John and Judith Mistkawi Revocable Trust, dated March
20, 2003, on behalf of the Trust




Notary Public for Oregon

My commission expires: 7-10-20

Exhibit 'A'

LEGAL DESCRIPTION: Real property in the County of Polk, State of Oregon, described as follows:

PARCEL I:

BEGINNING ON THE NORTH LINE OF JOHN MARTIN AND WIFE DONATION LAND CLAIM, NOTIFICATION NO. 176, CLAIM NO. 66, AT A POINT 29.95 CHAINS EAST OF THE NORTHWEST CORNER OF SAID CLAIM, AND RUNNING THENCE EAST ON THE NORTH LINE OF SAID CLAIM, 10.04 CHAINS;
THENCE SOUTH 0°11' WEST 5 CHAINS;
THENCE EAST PARALLEL WITH AFORESAID NORTH LINE OF AFORESAID DONATION LAND CLAIM 8 CHAINS;
THENCE SOUTH 0°11' WEST 29.60 CHAINS TO A ROCK IN THE CENTER OF A COUNTRY ROAD LEADING FROM SALEM TO OAK GROVE;
THENCE NORTH 88° WEST IN THE CENTER OF SAID ROAD, 17.83 CHAINS;
THENCE NORTH 0°09' WEST 33.90 CHAINS TO THE PLACE OF BEGINNING, AND BEING A PART OF THE AFORESAID DONATION LAND CLAIM, SITUATED IN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN IN THE CITY OF WEST SALEM, POLK COUNTY, OREGON;

SAVE AND EXCEPT THEREFROM 3.60 ACRES OF LAND, MORE OR LESS AS DEEDED BY JOHN MORRIS AND WIFE TO MARY J. CHAPMAN, NOVEMBER 14, 1901, BY DEED RECORDED IN BOOK 37, PAGE 0296, DEED RECORDS FOR POLK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE IN THE MIDDLE OF THE OAK GROVE ROAD AND THE INTERSECTION OF THE EOLA AND LINCOLN CROSS ROAD;
THENCE NORTH TO THE INTERSECTION OF THIS LINE WITH THE MIDDLE OF SAID EOLA AND LINCOLN CROSS ROAD;
THENCE SOUTH AND WEST ALONG SAID LINE OF EOLA AND LINCOLN CROSS ROAD IN A MEANDERING DIRECTION BACK TO THE PLACE OF BEGINNING.

SAVE AND EXCEPT THOSE PORTIONS LYING WITHIN PUBLIC ROADS AND HIGHWAYS;

SAVE AND EXCEPT:

BEGINNING AT AN IRON PIPE, 2" BY 36" SET 6" BELOW THE PRESENT GROUND SURFACE 30.00 FEET NORTH 00° 12' WEST OF THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED BY THAT CERTAIN DEED RECORDED IN BOOK 123, PAGE 0599 OF THE POLK COUNTY DEED RECORDS AND DESCRIBED THEREIN AS BEING 29.95 CHAINS EAST AND 33.90 CHAINS SOUTH 0° 09' EAST OF THE NORTHWEST CORNER OF THE JOHN MARTIN AND WIFE'S DONATION LAND CLAIM, NOTIFICATION NO. 176, CLAIM NO. 66 IN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, CITY OF WEST SALEM, POLK COUNTY, OREGON, AND RUNNING
THENCE NORTH 00° 12' WEST 1125.00 FEET ALONG THE WEST LINE OF SAID TRACT OF LAND TO AN IRON PIPE;

THENCE NORTH 89° 48' EAST 219.26 FEET TO AN IRON PIPE;
THENCE SOUTH 00° 27' WEST 100.00 FEET TO AN IRON PIPE;
THENCE NORTH 89° 48' EAST 189.70 FEET TO AN IRON PIPE;
THENCE SOUTH 00° 12' EAST 500.00 FEET TO AN IRON PIPE;
THENCE SOUTH 03° 19' WEST 570.53 FEET TO THE CENTER-LINE OF ORCHARD HEIGHTS
COUNTY ROAD;
THENCE NORTH 88° 03' WEST 373.03 FEET TO THE SOUTHWEST CORNER OF SAID TRACT;
THENCE NORTH 00° 12' WEST 30.00 FEET TO THE PLACE OF BEGINNING.

SAVE AND EXCEPT THAT PORTION DESCRIBED IN DEED FROM ARTHUR H. BONE AND
BERNICE W. BONE, HUSBAND AND WIFE, TO CLYDE M. MARTIN AND MARGARET H. MARTIN,
AS TENANTS BY THE ENTIRETY, RECORDED JULY 7, 1952, IN BOOK 148, PAGE 0021, DEED
RECORDS FOR POLK COUNTY, OREGON.

SAVE AND EXCEPT THAT PORTION DESCRIBED IN DEED FROM ARTHUR H. BONE AND
BERNICE W. BONE, HIS WIFE, TO IAN MACDONALD AND HELEN MACDONALD, HIS WIFE,
RECORDED JANUARY 12, 1961, IN BOOK 176, PAGE 0213, DEED RECORDS FOR POLK
COUNTY, OREGON;

SAVE AND EXCEPT THAT PORTION DESCRIBED IN DEED FROM BERNICE W. BONE TO
WALTER C. PETERSEN AND MADGE C. PETERSEN, HUSBAND AND WIFE, RECORDED
DECEMBER 30, 1974, IN BOOK 66, PAGE 0194, BOOK OF RECORDS FOR POLK COUNTY.

EXCEPT THAT PORTION DEDICATED TO THE CITY OF SALEM, A MUNICIPAL CORPORATION
BY WARRANTY DEED RECORDED JULY 10, 2001 AS DOCUMENT NO. 2001-008843 AND ALSO
DESCRIBED THROUGH RESOLUTION NO. 2007-19 RECORDED MARCH 30, 2007 AS
DOCUMENT NO. 2007-004878.

THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.

PARCEL II:

BEGINNING AT A 3/4 INCH IRON PIPE ON THE CENTER LINE OF COUNTY ROAD (ORCHARD
HEIGHTS ROAD) WHICH IS 294.5 FEET NORTH 88° WEST OF THE SOUTHEAST CORNER OF
THE PROPERTY DESCRIBED IN VOLUME 123, PAGE 0599, POLK COUNTY DEED RECORDS IN
SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, CITY OF
WEST SALEM, POLK COUNTY, OREGON;

THENCE NORTH 2° EAST 215 FEET;
THENCE NORTH 88° WEST 200 FEET;
THENCE SOUTH 2° WEST 215 FEET;
THENCE SOUTH 88° EAST 200 FEET TO THE POINT OF BEGINNING.

SAVE AND EXCEPT THAT PORTION ALONG AND ADJACENT TO THE SOUTH LINE OF THE
ABOVE DESCRIBED PROPERTY WHICH IS USED FOR PUBLIC ROADWAY PURPOSES.

THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.

APN: 270647

Statutory Warranty Deed
- continued

File No.: NCS-923376-OR1 (WW)

Exhibit 'B'

1. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
2. Covenants, conditions, restrictions and easements in the document recorded July 07, 1952 as Book 148, Page 0021, Deed Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
3. An easement for pipe line and incidental purposes, recorded August 11, 1953 as Book 151, Page 0416, Deed Records.
In Favor of: Orchard Heights Water Association, an Oregon corporation, its successors and assigns
Affects: (Parcel I) as described therein
4. An easement for underground storm drain pipeline and incidental purposes, recorded July 10, 2001 as Document No. 2001-008844.
In Favor of: City of Salem, a municipal corporation
Affects: (Parcel I) as described therein

(Affects Parcel II)
5. The terms and provisions contained in the document entitled "Annexation Agreement" recorded April 27, 2004 as Document No. 2004-006600 .

OPERATING AGREEMENT
of
TITAN HILL PROPERTY LLC

OPERATING AGREEMENT
OF
TITAN HILL PROPERTY LLC
an Oregon Limited Liability Company

THE OWNERSHIP INTERESTS REFLECTED IN THIS OPERATING AGREEMENT MAY REPRESENT SECURITIES THAT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933. SUCH OWNERSHIP INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED, OR OTHERWISE DISPOSED OF BY A MEMBER IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 IS NOT REQUIRED.

The undersigned Member(s), desiring to form a limited liability company under the Oregon Limited Liability Company Act, hereby agree as follows:

ARTICLE 1
FORMATION

1.1 Name. The name of the limited liability company (the "LLC") is Titan Hill Property LLC.

1.2 Articles of Organization. Articles of Organization were filed with the Oregon Secretary of State on January 3, 2019.

1.3 Effective Date. The effective date of adoption of the Operating Agreement ("Agreement") of LLC is January 3, 2019.

1.4 Federal Employer Identification Number. The federal employer identification number (EIN) assigned to the LLC is EIN: _____.

1.5 Duration. The LLC shall continue until terminated as provided in this Agreement or under Oregon law.

1.6 Principal Place of Business. The principal office of the LLC shall initially be located at 3425 Boone Road SE, Salem, Oregon 97317. The Members may relocate the principal office or establish additional offices from time to time.

1.7 Registered Office and Registered Agent. The LLC's initial registered office shall be at 285 Liberty Street NE, Salem, Oregon 97301, and the name of its initial registered agent at such address shall be Corporation Service Company.

1.8 Management of LLC. The LLC shall be managed by a Manager or Managers.

1.9 Purposes and Powers. The primary purpose and general character of the business of the LLC is to acquire the land, then construct and sell single family lots within the property described in Exhibit "A". This general undertaking of the LLC will be referred to in this Agreement as "the Project". This LLC shall be a single-purpose entity; provided, however, that the LLC may have more than one asset and may engage in any lawful business permitted under Oregon law or the laws of any jurisdiction in which the LLC may do business if to do so does not constitute a breach of any contractual, trust deed, note, mortgage or other obligation of the LLC.

1.10 Title to Property. All LLC property shall be owned by the LLC as an entity, and no Member shall have any ownership interest in such property in the Member's individual name or right, and any Member's interest in the LLC shall be personal property for all purposes. Except as otherwise provided in this Agreement, the LLC shall hold all LLC property in the name of the LLC and not in the name or names of any Member or Members. However, if the Managers decide it is appropriate, a Member or the trustee of a trust which is a Member of the LLC may hold an LLC asset in his or her individual name in trust for the LLC.

ARTICLE 2 MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 Initial Members. Each of the Member(s) agree to make the following contributions, receive the following Membership Units, and have the following initial capital accounts:

Member Name	Description of Contribution	Membership Units	%
Kelley D. Hamilton, Trustee of the Kelley D. Hamilton Trust dated April 1, 2008	Cash and a bundle of contract rights, development concepts and reputation described in Exhibit B, attached hereto and made a part hereof by this reference.	1,000	100%

2.2 Certificates of Membership Units. The LLC may, but is not required to, issue each Member a Certificate of Membership indicating the Membership Units owned by each Member.

2.3 Other Business of Members. Any Member may engage independently or with others in other business and investment ventures of every nature and description and shall have no obligation to account to the LLC for such business or investments or for business or investment opportunities.

2.4 Additional Contributions. In addition to the capital contributions listed above, additional capital contributions shall be accepted from existing Members only if all the Members unanimously approve and set the maximum total amount of the additional capital contributions. If the Members unanimously agree to make additional capital contributions, the Members shall make additional capital contributions on a pro-rata basis in proportion to their Membership Units or as otherwise may be unanimously agreed among the Members.

2.5 No Interest on Capital Contributions. No interest shall be paid on capital contributions.

2.6 Capital Accounts. The LLC shall establish and maintain capital accounts with respect to each Member in accordance with the rules found in Treas. Reg. Section 1.704-1(b).

ARTICLE 3 MEMBER MEETINGS

3.1 Annual Meeting. An annual meeting of the Members may be held at a time, date and place specified by the Managers and communicated by notice to the Members. At such annual meeting, the Members shall transact all business, which is properly brought before the meeting.

3.2 Special Meetings. A special meeting of Members shall be held if the Managers requests such meeting by providing notice of the time, date, place and purpose of the meeting to the Members. A special meeting of Members shall be held if any Member requests such meeting by signing, dating and delivering to the LLC's registered office a written demand for the meeting, which describes the purpose or purposes for which such meeting is to be held. All special meetings shall be held at a time, date and place designated by the Managers specified in the notice of this special meeting prepared by the Managers. In the event a Member requests a special meeting, the Managers shall set the date of such meeting not more than 30 days after receiving notice of the Member's request.

3.3 Notice of Meeting. Notice of the time, date and place of each Member meeting shall be mailed to each Member not earlier than 60 days nor less than 10 days before the meeting date. The notice must include a description of the time, date, place and purpose for which the meeting is called.

3.4 Record Date. The persons entitled to notice of and to vote at a Member meeting and their respective ownership interests shall be determined on the date on which the notice of the meeting was first mailed or otherwise delivered to Members (the record date).

3.5 Quorum. The presence, in person or by proxy, of Members holding at least 50% of the Membership Units shall constitute a quorum.

3.6 Proxies. A Member may be represented at a meeting by a person or entity holding such Member's written proxy.

3.7 Voting. On each matter requiring action by the Members, each Member shall be entitled to one vote for each Membership Unit. Whenever the phrase "Majority of the Members" or "Majority of the Membership Units" is used in relation to voting, it means the decision voted on requires the affirmative vote of more than 50% of the Membership Units. Unless otherwise provided in this Agreement, all matters requiring action by the Members shall be approved by vote of a Majority of the Membership Units.

3.8 Meeting of all Members. Notwithstanding any other provision of this Agreement, if all of the Members hold a meeting at any time and place, such meeting shall be valid without call or notice; and any lawful action taken at such meeting shall be the action of the Members.

3.9 Action Without Meeting. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if a consent in writing, describing the

action taken, is signed by all of the Members and is included in the minutes or filed with the LLC's record of meetings.

3.10 Meetings by Telephone. Meetings of the Members may be held by telephone conference or by any other means of communication by which all participants can communicate with each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

3.11 Actions Requiring Unanimous Vote of Members. The following actions require the unanimous approval of the Members:

3.11.1 Admitting an additional Member;

3.11.2 Issuing additional Membership Units;

3.11.3 Amending or restating the Articles of Organization or this Agreement;

3.11.4 Electing a Manager who is not:

3.11.4.1 the trustor of a trust that is a Member of the LLC; nor

3.11.4.2 a Member of the LLC.

3.11.5 Merging the LLC with another entity;

3.11.6 Except as specifically provided in this Agreement, borrowing funds from any person or entity which requires the personal guarantee of all of the Members;

3.11.7 Requiring additional capital contributions; or

3.11.8 Allowing the LLC to loan LLC funds to a Member or entity owned by any Member.

ARTICLE 4 MANAGEMENT

4.1 Management by Managers. The LLC shall be managed by one (1) or more Managers who shall be elected by the affirmative vote of a Majority of the Membership Units. The Managers shall not be compensated for serving as Managers unless otherwise agreed by the holders of a Majority of the Membership Units. However, the Managers may be reasonably compensated for services provided to the LLC which are not merely services incident to serving as Manager.

4.2 Initial Manager and Replacement of Managers. The initial Managers of the LLC shall be Kelley D. Hamilton, Chris Jundt and Anthony R. Kreitzberg. The initial Managers shall continue as Managers until replaced by the affirmative vote of a Majority of the Membership Units.

4.3 Removal of Manager by Members. By affirmative vote of Members owning a Majority of the Membership Units, the Members, in such Members' sole discretion, may remove

one or more Managers. In the event of the removal of one or more Managers, the remaining Manager or Managers, if any, shall serve as Manager of the LLC. In the event of the removal of a sole Manager or all of the Managers, a replacement Manager shall be elected by an affirmative vote of a Majority of Membership Units. However, in the event the Members fail to elect a new Manager by the affirmative vote of a Majority of the Membership Units, the selection of a Manager shall be determined according to the dispute resolution provisions in this Agreement. In such event, until a new Manager is selected, the Members of the LLC shall act as Managers.

4.4 Election of Managers. Once properly elected, a Manager shall serve until such time as the Manager's death, resignation, removal, or at such time as a new Manager is properly elected by the Members. Upon replacement or removal of the initial Managers, the name of the newly-elected Managers and the date upon which such Managers is elected shall be set out in the space provided below and initialed by Members owning a Majority of the Membership Units electing such Managers. Unless this original Agreement so reflects a managerial change, it is conclusively presumed that the initial Managers continue as Manager of this LLC.

<u>Manager</u>	<u>Date of Election</u>	<u>Member's Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4.5 Manager Powers. All Managers shall have the right to participate in the management of the LLC, and each Manager shall have authority to make all decisions relating in any way to the LLC except decisions requiring unanimous approval of the Members of the LLC as provided in this Agreement.

4.6 Borrowing. The Managers are authorized to borrow funds and pledge assets to secure funds. The Managers may borrow funds from all or any Member and in such case shall pay interest at the rate of four percent (4%) per annum above *Wall Street Journal* published prime rate. No distribution shall be made from the LLC until all loans from Members have been paid in full.

4.7 Other Activities. The Managers may have other business interests and may engage in other activities in addition to those relating to the LLC. This Section does not change each Manager's duty to act in a manner that the Manager reasonably believes to be in the best interests of the LLC.

4.8 Meetings. If more than one Manager is elected, the Managers may hold meetings at such place and time as is agreed upon by the Managers. No written notice of such meeting is necessary.

4.9 Vacancy. If a vacancy occurs in the office of the Managers, the vacancy shall be filled by the affirmative vote of Members owning a Majority of the Membership Units.

ARTICLE 5 ACCOUNTING AND RECORDS

5.1 Books of Account. The LLC's books and records, a register showing the names, addresses, and Membership Units of the Members, and a copy of this Agreement shall be maintained at the principal office of the LLC; and each Member shall have access thereto at all reasonable times. The Managers shall keep books and records of the operation of the LLC which are appropriate and adequate for the LLC's business and for the carrying out of this Agreement. Accounting records shall be kept in accordance with a comprehensive income tax basis of accounting.

5.2 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

5.3 Tax Returns. The Managers shall cause all required federal and state income tax returns for the LLC to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year or such later date as the Members may agree by majority vote, each Member shall be furnished a statement suitable for use in the preparation of the Member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the Member during such fiscal year. No Member may obtain damages of any kind or other relief against the LLC for failure to complete the accounting and tax returns within 90 days but may demand records, hire an accountant, and be reimbursed for actual expenses.

ARTICLE 6 ALLOCATIONS AND DISTRIBUTIONS

6.1 Allocations of Income and Loss for Tax Purposes. Subject to the Special Allocations and Limitations set forth herein and in Appendices hereto, the profits and losses of the LLC for each fiscal year will be allocated among the Members pro rata in proportion to their Membership Units. All items of income, gain, loss, deduction, and credit shall be allocated among all Members in proportion to their Membership Units.

6.2 Distributions. Other than distributions in liquidation of the LLC as provided in this Agreement, the Managers, in the Managers' sole discretion, shall authorize cash distributions to the Members as may be reasonable in view of the cash reserves of the LLC. Such distribution shall be made to all Members *pro rata*, based upon each Member's percent of Membership Units.

6.3 Tax Consequences. It is understood that Members may have varying tax consequences relating to distributions from the LLC, and the LLC makes no representations, warranties, or promises relating to the tax obligations or consequences of any Member.

6.4 Distributions in Liquidation. Distributions in liquidation of the LLC or a Member's interest in the LLC, shall be made to the Members in the manner provided in this Agreement.

6.5 Allocation of Income and Loss. Members will be allocated income to the extent of the distributions paid to them. Except as otherwise provided herein, all other income, expenses and/or losses shall be allocated among the Members *pro rata*, based upon each Member's percent of Membership Units.

6.6 Special Allocations and Limitations. In order to comply with federal income tax regulations regarding the substantial economic effect of company allocations in the special circumstances described in Appendix 6.6, all allocations of company income, gain, loss, and deductions are subject to the special allocations, definitions, and limitations found in Appendix 6.6.

ARTICLE 7 TRANSFERS OF INTEREST

7.1 Permitted Transfers. Notwithstanding any other provision of this Agreement, the Members agree that the following transfers shall be permitted transfers and shall not be deemed a transfer restricted under this Agreement:

7.1.1 Any transfer from one existing Member of the LLC to another existing Member of the LLC.

7.1.2 Any transfer from an individual Member to a trust of which the individual Member is the trustor or from a trust which is a Member to the individual who is the trustor of such trust; provided, however, that such Member shall provide the LLC with a Certification of Trust complies with the laws of the state in which the LLC is organized.

7.1.3 Any transfer from a Member to the spouse of the Member or a trust for the benefit of the spouse or children of the Member or its trustor or to a family LLC, the Members of which are such spouse or children. Provided, however, that this LLC shall be entitled to a copy of the certification of such trust and/or Agreement of such LLC; and provided further that such spouse, trust, and/or LLC shall become a signatory to this Agreement.

7.2 Security Interest in Member's Units as Collateral. A Member shall not be allowed to grant a security interest in Member's Membership Units as collateral for a loan unless such Member has previously obtained the written consent to do so from Members owning a Majority of the Membership Units. Such security interest shall: (a) include only the Member's right to receive distributions; (b) not act in any way to encumber any LLC property; and (c) only encumber the Member's Membership Units in the LLC. Such consent shall not be unreasonably withheld. In the event that a Member requests such consent, such Member shall pay all of the LLC's and remaining Members' expenses incurred in determining whether consent should be granted, including but not limited to the costs for attorney fees, accounting fees, title reports, UCC reports, credit reports, review and verification of credit applications, document preparation, recording fees, if any.

7.3 Restriction on Sale. Except as otherwise specifically provided herein, this Agreement is personal to the named members and none of them, individually, jointly, as trustor, trustee, or beneficiary of a trust shall in any manner or by operation of law sell, exchange, assign, pledge, give, or otherwise transfer or encumber all or any part of any interest in this LLC without obtaining the prior written consent of Members owning a Majority of the Membership Units of

the LLC. Under this Agreement, the word "transfer" means the voluntary or involuntary, direct or indirect, sale, transfer, license, sublease, *inter vivos* transfer, testamentary disposition, or other disposition of a Member's Membership Units, including but not limited to any change in ownership as a result of divorce, insolvency, bankruptcy, operation of law or otherwise, and any change in ownership upon the death of a Member by will, declaration, transfer in trust, or under the laws of intestate succession of any state. It is expressly agreed by each Member that no Member shall make or enter into any agreement or contract with a third party or make any will, trust agreement, deed, or gift which would tend to amend, alter, abrogate the provisions, or act in contravention of the terms of this Agreement. The provisions of this Agreement shall be binding upon all persons claiming the rights of any Member, including but not limited to the spouse, heirs, personal representatives, administrators, trustees, trustors, creditors, and beneficiaries of any trust of any Member.

7.4 Events Requiring Sale of Membership Units of a Member. The following shall govern voluntary and mandatory sales of LLC Membership Units by Members:

7.4.1 *Deadlock.* If any disagreement shall arise among the Members creating a deadlock in decision making relating to the operations of the LLC thus hindering the ability to carry on the business of the LLC, the disagreement shall be resolved in accordance with the Dispute Resolution Provisions of this Agreement. If any Member of this LLC is unwilling to abide by the decision obtained through the dispute resolution process relating to a deadlock or otherwise, then such dissenting Member shall offer Member's Membership Units in the LLC to the LLC and the remaining Members for the fair market value of such dissenting Member's Membership Units without deduction for minority status or lack of marketability.

7.4.2 *Desire to Sell/Death of a Member.* If any Member desires to no longer be a Member of the LLC or to sell such Member's Membership Units, then such Member shall offer such Member's Membership Units in the LLC to the LLC and the remaining Members for the fair market value of such Membership Units, without deduction for minority status or lack of marketability. Upon the death of any Member or the grantor of any trust that is a Member, the Membership Units owned by such Member shall be offered to the LLC and the remaining Members for the fair market value of such Membership Units, without deduction for minority status or lack of marketability.

7.4.3 *Other Events Requiring Sale.* Upon the occurrence of any of the following events relating to any Member, such Member shall offer to sell Member's Membership Units in the LLC to the LLC and the remaining Members for the fair market value of such Member's Membership Units, with deduction for minority ownership and lack of marketability: (i) the Member makes an assignment for the benefit of creditors; (ii) the Member files a voluntary petition for bankruptcy; (iii) the Member is adjudicated a bankrupt or insolvent; (iv) the Member files a petition or answer seeking for the Member any reorganization, arrangement for the benefit of creditors, composition of debts and assets, readjustment of debts and assets, liquidation of assets, or dissolution of marriage or similar relief under any statute, law, or regulation, or any other event not otherwise mentioned in this Section 7.4.

7.5 Valuation of Membership Units of a Member. In every instance involving the voluntary or mandatory purchase or sale of Membership Units in this LLC, if the parties cannot agree on the fair market value with or without discount for minority ownership and/or marketability of the LLC Membership Units of any Member whose Membership Units must be

voluntarily or mandatorily sold as described above, then the fair market value issue, with or without discount for minority ownership or marketability, shall be resolved in accordance with the dispute resolution provisions in this Agreement. The decision obtained through the dispute resolution procedure shall be binding on the parties. Such fair market value with or without discount, as the case may be, is referred to herein as the "Purchase Price".

7.6 Options to Purchase Membership Units of a Member. In every instance involving the voluntary or mandatory purchase or sale of Membership Units in this LLC and after the fair market value with or without discounts for minority ownership and/or marketability has been determined by agreement or through the dispute resolution procedure established in this Agreement, then:

7.6.1 *First Option to LLC.* For a period not exceeding 60 days from the date a Purchase Price for the Membership Units has been determined, the LLC shall have the option to purchase such Membership Units, which option may be exercised by giving written notice of the LLC's intent to purchase such Units at the Purchase Price which shall be paid pursuant to the terms provided in this Agreement to the transferring Member or the transferring Member's estate and shall be secured by the Membership Units so transferred.

7.6.2 *Second Option to Non-transferring Members.* If the LLC does not exercise its right to purchase Membership Units as provided above, the remaining Members, jointly or severally, shall have the option to purchase all such Membership Units at the Purchase Price determined pursuant to the terms of this Agreement. The non-transferring Members shall provide written notice of intent to exercise their option at any time within 60 days following the last date by which the LLC may give notice of its intent to exercise such rights. If more than one non-transferring Member desires to purchase all or any portion of such Membership Units, such Membership Units shall be purchased by such non-transferring Members in proportions upon which they agree or, in the absence of some other agreement among the non-transferring Members, in proportion to the existing Membership Units of each non-transferring Member.

7.7 Payment for Member's Membership Units. The LLC or the remaining Members, as the case may be, in their sole discretion, shall choose one of the following methods for payment of the Purchase Price for a Member's Membership Units purchased pursuant to this Agreement:

7.7.1 In cash within 30 days of the exercise of the option to purchase; or

7.7.2 In monthly installments amortized over a period of 25 years, including interest on the unpaid balance at the rate of 8% per annum, with no penalty for prepayment. If such deferred payment is opted by either the LLC or the remaining Members, such Purchase Price shall be memorialized by an installment note of the LLC or the non-transferring, purchasing Members, payable to the transferring Member or the transferring Member's estate. The installment note shall be secured by the Membership Units purchased by the LLC or the remaining Members, as the case may be; and the entire balance due on such installment note shall be due and payable in full upon the sale of all or substantially all of the LLC assets unless the sale is part of a tax deferred exchange.

7.8 Substituted Parties. Except in the case of permitted transfers defined in Section 7.1, upon any transfer of Membership Units, the transferee shall not become a fully

substituted Member with full membership rights unless and until: (a) the transferee is approved as a substitute Member by remaining Members holding all of the remaining Membership Units; (b) the transferee delivers to the LLC any and all personal financial statements or other information requested by the LLC; (c) the transferee pays for any credit reports requested by the LLC; (d) the transferee pays for all legal documentation necessary to effectuate the transfer, including legal costs of the LLC; and (e) the transferee executes and delivers to the LLC all documents necessary or appropriate in the opinion of counsel for the LLC to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement.

7.8.1 Upon any transfer of Membership Units in which the transferee is not admitted as a substitute Member, the Membership Units held by such transferee shall not include any right to participate in management of the LLC, including any right to vote, consent to, or approve any actions of the Manager and shall not include any right to information about the LLC, its operations or its financial condition. In addition, if the transferee is not admitted as a substitute Member, the transferee shall be allocated distributions for tax purposes, but the distribution of funds to such Member shall not be made. Such funds shall be held in a suspense account by the LLC until such time as such transferee is admitted as a substitute Member or upon dissolution of the LLC. Following any transfer to a transferee who is not admitted as a substitute Member, the transferring Member's power and right to vote or consent to any matters submitted to the Members to receive any distributions shall be terminated; and any Membership Units of the remaining Members for purposes only of such votes, consents, and participation in management shall be proportionately increased until such time, if any, as such transferee becomes admitted as a substitute Member.

7.9 Failure to Exercise Option. If neither the LLC nor the non-transferring Members agree to purchase the Membership Units of a Member who offers to or is required to offer to sell such Member's Membership Units to the LLC and/or the remaining Members as provided above, the restrictions of this Agreement on transfer of such Membership Units shall be removed; except that: (i) such Membership Units shall not be sold or transferred in any way to any third party for a purchase price less than the Purchase Price determined under the paragraph entitled **Valuation of Membership Units of a Member**, (ii) such Membership Units shall not be sold on terms more favorable to the purchaser than those provided in the paragraph entitled **Payment for Member's Membership Units**, and (iii) the rights of the transferee of such Membership Units shall be restricted as provided in the paragraph entitled **Substituted Parties** in this Agreement, and (iv) if such Membership Units are not sold by such Member within one (1) year of the determination of the Purchase Price pursuant to the provisions of this Agreement, then the provisions and restrictions of this Agreement relating to the transfer of Membership Units shall apply, and the options of the LLC and the remaining Members shall be reinstated.

ARTICLE 8 DISSOLUTION AND WINDING UP OF THE LLC

8.1 Dissolution. Except as otherwise provided in this Agreement, the LLC shall be dissolved: (a) at the time, if any, for dissolution specified in the Articles of Organization; (b) within four (4) years of the sale, transfer, or other disposition of all of the assets of the LLC unless otherwise agreed by the Members; (c) upon the agreement of Members owning more than 50% of the Membership Units of this LLC. Provided, however, that, if such dissolution would

constitute an event of default of any contractual obligation of the LLC, then the LLC shall not be dissolved.

8.2 Winding Up. Upon the dissolution of the LLC, the assets shall be liquidated as promptly as is consistent with obtaining their fair market value, and the proceeds shall be applied and distributed and allocated as promptly as is commercially reasonable in the following order:

8.2.1 To the payment and discharge of the expenses of liquidation.

8.2.2 To the payment and discharge of all of the debts and liabilities of the LLC to persons or organizations other than the Members.

8.2.3 To the payment and discharge of any debts and liabilities to Members.

8.2.4 To the Members in the amount of the positive balances in their respective capital accounts on the date of distribution. If the amount available for such distribution to the Members is insufficient to bring all their positive capital account balances to zero, then payment shall be made on a pro-rata basis to all the Members in the same proportion that the positive balance in the capital account of each Member bears to the aggregate amount of the positive balances in the capital accounts of all Members.

8.2.5 Any proceeds remaining shall be distributed to the Members on a pro rata basis in proportion to their Membership Units.

8.3 Tax Consequences. It is understood that the Members may have varying consequences relating to distributions upon liquidation of the LLC, and the LLC makes no representations, warranties or promises relating to the tax obligations or consequences of any Member. To the extent of any negative capital account after distribution of all liquidation proceeds relating to any Member, the LLC shall release the Member from the obligation of repaying the negative capital account; and the Member shall be responsible for paying any tax liability that may result therefrom.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification. To the fullest extent permitted under the law of the state of organization of the LLC, as such law exists or may hereafter be amended, the LLC shall defend, indemnify, and hold harmless each Member and/or Manager of the LLC against any and all claims and liabilities to which such Member and/or Manager has or shall become subject by reason of serving or having served as such Member and/or Manager or by reason of any action alleged to have been taken, omitted, or neglected by such Member and/or Manager. The LLC may provide indemnification to employees and agents of the LLC. The indemnification provided in this Section shall not be exclusive of any other rights to which any person may be entitled under statute, agreement, resolution, contract, or otherwise.

9.2 Limitation of Liability. Members managing the LLC shall not be liable to the LLC or its Members for monetary damages or otherwise for conduct as Member and/or Manager except to the extent that the Limited Liability Company Act of the state in which this LLC was organized, as it now exists or may hereafter be amended, prohibits elimination or limitation of

Manager or Member liability. No repeal or amendment of this Section of this Agreement or of the Limited Liability Company Act of the state in which this LLC was organized shall adversely affect any right or protection of a Manager or Member for actions or omissions prior to the repeal or amendment.

ARTICLE 10 AMENDMENTS

10.1 By Members. The Members may amend or repeal the provisions of this Agreement by unanimous agreement of the Members set forth in writing or by unanimous action taken at a meeting of Members called for that purpose. This Agreement may not be amended or repealed by oral agreement of the Members.

ARTICLE 11 MISCELLANEOUS

11.1 Additional Documents. Each Member shall execute such additional documents and take such actions as are reasonably requested in order to complete or confirm the transactions contemplated by this Agreement.

11.2 Dispute Resolution. In the event there is any dispute between or among the parties to this Agreement relating in any way to this Agreement, the parties must mediate such dispute before commencing any legal action. No party to this Agreement can bring legal action or demand mandatory arbitration against another party to this Agreement without first participating in mediation, unless one party refuses to submit to mediation and legal action is brought to specifically enforce this mandatory mediation provision of this Agreement. If the parties cannot agree upon the person to act as the mediator, then the U.S. Arbitration and Mediation Service of Portland, Oregon, shall select a person to act as the mediator. The mediator's charges and expenses shall be split by the parties on a 50/50 basis. Mediation fees and costs do not include each party's attorney fees and costs. Each party shall be responsible for his or her own attorney fees and costs at mediation. Should the dispute not be resolved by mediation, the parties agree to submit any dispute between the parties relating in any way to this Agreement to binding arbitration with the U.S. Arbitration and Mediation Service of Portland, Oregon, and shall utilize such service's rules of procedure. If the parties cannot agree upon an individual to act as the arbitrator, then the U.S. Arbitration and Mediation Service of Portland, Oregon, shall select a person to act as the arbitrator. If the dispute goes to arbitration, the prevailing party shall be entitled to such party's attorney's fees and costs incurred in the arbitration process. The decision of an arbitrator shall be final and not subject to any appeal and shall be enforceable in a court of competent jurisdiction. The arbitration provisions in this Agreement shall not be enforced in the event every indispensable and necessary party to the arbitration cannot be brought within the jurisdiction of the arbitrator. In that event, or in the event that this dispute resolution paragraph is deemed to be unenforceable as to any party, actual or alleged, then the parties, actual or alleged, to this Agreement may enter into any litigation filed by such parties relating hereto.

11.2.1 *Dispute Resolution in the Event of a Deadlock.* In any instance in which there is a deadlock between or among multiple parties, such decision shall be referred to the dispute resolution procedure described above. In such event, the LLC shall pay all costs of mediation and arbitration. The decision of the arbitrator shall be final and not be subject to any appeal and shall be enforceable in a court of competent jurisdiction.

11.2.2 *Loss of Rights for Failure to Submit to Dispute Resolution.* Except as provided above in this section 11.2, anyone who refuses to submit to the dispute resolution provisions of this Agreement shall lose all rights under this Agreement including the right to receive any income or property under this Agreement.

11.3 Governing Law. This Agreement shall be governed by the law of the state in which this LLC was organized.

11.4 Headings. Headings in this Agreement are for convenience only and shall not affect its meaning.

11.5 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

11.6 Third-party Beneficiaries. The provisions of this Agreement are intended solely for the benefit of the Members and shall create no rights or obligations enforceable by any third party, including creditors of the LLC, except as otherwise provided by applicable law.

SOLE MEMBER:

Kelley D. Hamilton Trust dated April 1, 2008

By  _____
Kelley D. Hamilton, Trustee (Date) 1/3/19

EXHIBIT A

Real property in the County of Polk , State of Oregon, described as follows:

PARCEL I:

BEGINNING ON THE NORTH LINE OF JOHN MARTIN AND WIFE DONATION LAND CLAIM, NOTIFICATION NO. 176, CLAIM NO. 66, AT A POINT 29.95 CHAINS EAST OF THE NORTHWEST CORNER OF SAID CLAIM, AND RUNNING THENCE EAST ON THE NORTH LINE OF SAID CLAIM, 10.04 CHAINS;

THENCE SOUTH 0°11' WEST 5 CHAINS;

THENCE EAST PARALLEL WITH AFORESAID NORTH LINE OF AFORESAID DONATION LAND CLAIM 8 CHAINS;

THENCE SOUTH 0°11' WEST 29.60 CHAINS TO A ROCK IN THE CENTER OF A COUNTRY ROAD LEADING FROM SALEM TO OAK GROVE;

THENCE NORTH 88° WEST IN THE CENTER OF SAID ROAD, 17.83 CHAINS;

THENCE NORTH 0°09' WEST 33.90 CHAINS TO THE PLACE OF BEGINNING, AND BEING A PART OF THE AFORESAID DONATION LAND CLAIM, SITUATED IN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN IN THE CITY OF WEST SALEM, POLK COUNTY, OREGON;

SAVE AND EXCEPT THEREFROM 3.60 ACRES OF LAND, MORE OR LESS AS DEEDED BY JOHN MORRIS AND WIFE TO MARY J. CHAPMAN, NOVEMBER 14, 1901, BY DEED RECORDED IN [BOOK 37, PAGE 0296](#), DEED RECORDS FOR POLK COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE IN THE MIDDLE OF THE OAK GROVE ROAD AND THE INTERSECTION OF THE EOLA AND LINCOLN CROSS ROAD;

THENCE NORTH TO THE INTERSECTION OF THIS LINE WITH THE MIDDLE OF SAID EOLA AND LINCOLN CROSS ROAD;

THENCE SOUTH AND WEST ALONG SAID LINE OF EOLA AND LINCOLN CROSS ROAD IN A MEANDERING DIRECTION BACK TO THE PLACE OF BEGINNING.

SAVE AND EXCEPT THOSE PORTIONS LYING WITHIN PUBLIC ROADS AND HIGHWAYS;

SAVE AND EXCEPT:

BEGINNING AT AN IRON PIPE, 2" BY 36" SET 6" BELOW THE PRESENT GROUND SURFACE 30.00 FEET NORTH 00° 12' WEST OF THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED BY THAT CERTAIN DEED RECORDED IN [BOOK 123, PAGE 0599](#) OF THE POLK COUNTY DEED RECORDS AND DESCRIBED THEREIN AS BEING 29.95 CHAINS EAST AND 33.90 CHAINS SOUTH 0° 09' EAST OF THE NORTHWEST CORNER OF THE JOHN MARTIN AND WIFE'S DONATION LAND CLAIM, NOTIFICATION NO. 176, CLAIM NO. 66 IN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, CITY OF WEST SALEM, POLK COUNTY, OREGON, AND RUNNING THENCE NORTH 00° 12' WEST 1125.00 FEET ALONG THE WEST LINE OF SAID TRACT OF LAND TO AN IRON PIPE;

THENCE NORTH 89° 48' EAST 219.26 FEET TO AN IRON PIPE;

THENCE SOUTH 00° 27' WEST 100.00 FEET TO AN IRON PIPE;

THENCE NORTH 89° 48' EAST 189.70 FEET TO AN IRON PIPE;

THENCE SOUTH 00° 12' EAST 500.00 FEET TO AN IRON PIPE;

THENCE SOUTH 03° 19' WEST 570.53 FEET TO THE CENTER-LINE OF ORCHARD HEIGHTS COUNTY ROAD;

THENCE NORTH 88° 03' WEST 373.03 FEET TO THE SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 00° 12' WEST 30.00 FEET TO THE PLACE OF BEGINNING.

SAVE AND EXCEPT THAT PORTION DESCRIBED IN DEED FROM ARTHUR H. BONE AND BERNICE W. BONE, HUSBAND AND WIFE, TO CLYDE M. MARTIN AND MARGARET H. MARTIN, AS TENANTS BY THE

ENTIRETY, RECORDED JULY 7, 1952, IN [BOOK 148, PAGE 0021](#), DEED RECORDS FOR POLK COUNTY, OREGON.

SAVE AND EXCEPT THAT PORTION DESCRIBED IN DEED FROM ARTHUR H. BONE AND BERNICE W. BONE, HIS WIFE, TO IAN MACDONALD AND HELEN MACDONALD, HIS WIFE, RECORDED JANUARY 12, 1961, IN [BOOK 176, PAGE 0213](#), DEED RECORDS FOR POLK COUNTY, OREGON;

SAVE AND EXCEPT THAT PORTION DESCRIBED IN DEED FROM BERNICE W. BONE TO WALTER C. PETERSEN AND MADGE C. PETERSEN, HUSBAND AND WIFE, RECORDED DECEMBER 30, 1974, IN [BOOK 66, PAGE 0194](#), BOOK OF RECORDS FOR POLK COUNTY.

EXCEPT THAT PORTION DEDICATED TO THE CITY OF SALEM, A MUNICIPAL CORPORATION BY WARRANTY DEED RECORDED JULY 10, 2001 AS DOCUMENT NO. [2001-008843](#) AND ALSO DESCRIBED THROUGH RESOLUTION NO. 2007-19 RECORDED MARCH 30, 2007 AS DOCUMENT NO. [2007-004878](#). THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.

PARCEL II:

BEGINNING AT A 3/4 INCH IRON PIPE ON THE CENTER LINE OF COUNTY ROAD (ORCHARD HEIGHTS ROAD) WHICH IS 294.5 FEET NORTH 88° WEST OF THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN [VOLUME 123, PAGE 0599](#), POLK COUNTY DEED RECORDS IN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, CITY OF WEST SALEM, POLK COUNTY, OREGON;

THENCE NORTH 2° EAST 215 FEET;

THENCE NORTH 88° WEST 200 FEET;

THENCE SOUTH 2° WEST 215 FEET;

THENCE SOUTH 88° EAST 200 FEET TO THE POINT OF BEGINNING.

SAVE AND EXCEPT THAT PORTION ALONG AND ADJACENT TO THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY WHICH IS USED FOR PUBLIC ROADWAY PURPOSES.

THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.

EXHIBIT B

Description of Capital Contribution of Hamilton

1. All guarantees and warranties owned by Hamilton that in any way affect the real property on which LLC will construct a subdivision of single family home lots.
2. All permits, licenses, approvals, and consents issued to Hamilton or his assigns and required for the development and construction of the subdivision of single family home lots to be constructed on the real property.
3. All designs, plans, specifications, engineering, or layout documents for the subdivision of single family home lots to be constructed on the real property.
4. All approvals, consents, guarantees, and agreements issued to or obtained by Hamilton to facilitate construction of the subdivision of single family home lots on the real property and/or financing therefor.
5. Any and all agreements and commitments for construction financing and/or any other financing required for construction of the subdivision of single family home lots to be constructed on the real property.
6. All other development rights and other intangible property, prepaid assets, and other unamortized assets owned by Hamilton relating to the subdivision of single family home lots to be constructed on the real property, including Hamilton's development reputation and credibility.

APPENDIX 6.6

6.6.1 *Adjusted Capital Account Deficit* means a deficit balance in any Member's Capital Account at the end of any fiscal year, after adjustment to reflect any Adjustment Items, to the extent that the deficit exceeds the amount of a member's shares of Company Minimum Gain and Member Non-recourse Debt minimum Gain (if any) that the Member is deemed to be obligated to restore pursuant to Treasury Regulation §§1.704-2(g)(1) and 1.704-2(i)(5).

6.6.2 *Adjustment Items* means adjustments, allocations, and distributions described in Treasury Regulation §§1.704-1(b)(2)(ii)(d)(4), (5), and (6).

6.6.3 *Capital Account* means the account maintained for each Member pursuant to Section 2.5.

6.6.4 *Company Minimum Gain* means, as of any date, the amount of gain, if any, that would be recognized by the Company for federal income tax purposes, as if it disposed of property in a taxable transaction on that date in full satisfaction of any non-recourse liability secured by the property, computed in accordance with Treasury Regulation §1.704-2(d)(1).

6.6.5 *Member Non-recourse Debt* has the same meaning as "partner non-recourse debt" set forth in Treasury Regulation §1.704-2(b)(4).

6.6.6 *Member Non-recourse Debt Minimum Gain* means an amount, with respect to each Member non-recourse Debt, equal to the Company Minimum Gain that would result if such Member Non-recourse Debt were treated as a non-recourse Liability, determined pursuant to Treasury Regulation §1.704-2(i)(2) and (3).

6.6.7 *Member Non-recourse Deductions* has the same meaning as "partner non-recourse deductions" set forth in Treasury Regulation §1.704-2(i)(2). The amount of Member non-recourse Deductions with respect to a Member non-recourse Debt for a Company fiscal year equals the excess, if any, of" (A) the net increase, if any, in the amount of the Company minimum Gain attributable to such Member Non-recourse Debt during the fiscal year over (B) the aggregate amount of any distribution during the fiscal year to the Member that bears the economic risk of loss for such Member Non-recourse Debt to the extent the distributions are from proceeds of the Member Non-recourse Debt and are allocable to an increase in Member Non-recourse Debt Minimum Gain attributable to the Member Non-recourse Debt, determined pursuant to Treasury Regulation §1.704-2(i).

6.6.8 *Non-recourse Deductions* has the meaning set forth in Treasury Regulation §1.704-2(c). The amount of Non-recourse Deduction for a Company fiscal year equals excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a non-recourse Liability that are allocable to an increase in Company Minimum Gain, determined pursuant to Treasury Regulation §1.704-2(c).

6.6.9 *Non-recourse Liability* has the meaning set forth in Treasury Regulation §1.704-2(b)(3).

6.6.10 *Limitations on Allocations of Loss.* In no event will any Company loss or deduction, or item thereof, be allocated to any Member to the extent that the member has, or would have as a result of the allocation, an Adjusted Capital Account Deficit in the Member's Capital Account as of the end of the Company taxable year to which the allocation relates. Any loss or deduction, the allocation of which to a Member is disallowed by the foregoing restriction, will be reallocated to those Members who do not have an Adjusted Capital Account Deficit as of the end of such taxable year.

6.6.11 *Company Minimum Gain Chargeback.* If there is a net decrease in Company Minimum Gain during any Company taxable year, each Member will be specially allocated, before any other allocation of Company income, gain, loss, or deduction for the taxable year, items of Company income and gain for the taxable year (and, if necessary, subsequent years) in proportion to and to the extent of an amount equal to each Member's share of the net decrease in Company Minimum Gain determined in accordance with Treasury Regulation §1.704-2(g)(2). This Paragraph is intended to comply with and will be interpreted consistently with the "minimum gain chargeback" provisions of Treasury Regulation §1.704-2(f).

6.6.12 *Member Non-recourse Debt Minimum Gain Chargeback.* Notwithstanding any other provision of Article 6 of the Agreement or this Appendix 6.6, except paragraph 6.6.11. of this Appendix, if there is a net decrease in Member Non-recourse Debt minimum Gain attributable to a Member Non-recourse Debt during any taxable year of the Company, each Member who has a share of the Member non-recourse Debt Minimum Gain attributable to such Member Non-recourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(5), will be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Non-recourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(4). Allocations pursuant to this Paragraph 6.6.12 will be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated will be determined in accordance with Treasury Regulation §1.704-2(i)(4). This Paragraph 6.6.12 is intended to comply with, and will be interpreted consistently with, the partner non-recourse debt minimum gain chargeback provisions of Treasury Regulations §1.704-2(i)(4).

6.6.13 *Qualified Income Offset.* Notwithstanding any other provision of the Agreement or this Appendix except Paragraphs 6.6.11 and 6.6.12 of this Appendix 6.6, in the event any Member for any reason receives an Adjustment Item for any fiscal year that results in an Adjusted Capital Account Deficit for that Member, the Member will be specially allocated items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for the year) in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit, if any, created by such Adjustment Item as quickly as possible. This Paragraph 6.6.13 is intended to comply with the "qualified income offset" requirements of Treasury Regulation §1.704-1(b)(2)(ii)(d) and will be interpreted and applied consistently therewith.

6.6.14 *Offsetting Allocations.* Any special allocations of items of income, gain, loss, or deduction pursuant to Paragraphs 6.6.11, 6.6.12 or 6.6.13 of this Appendix 6.6 will be taken into

account in computing subsequent allocations of Company income, gain, loss or deduction pursuant to Article 6 so that the net amount of any items so allocated and all other income, gain, loss, deductions, and items thereof allocated to each Member pursuant to Article 6 will, to the extent possible, be equal to the net amount that would have been allocated to each Member pursuant to Article 6 if the special allocation had not occurred.

6.6.15 *Allocations with respect to Contributed or Revalued Property.* Notwithstanding any other provision of Article 6 of this Agreement, in the event Internal Revenue Code ("IRC") §704(c) or IRC §704(c) principles applicable under Treasury Regulation §1.704-1(b)(2)(iv) require allocations of Company income, gain, loss, or deductions for income tax purposes in a manner different than otherwise provided in Article 6 of this Agreement, the provisions of IRC §704(c) and the regulations thereunder will control such allocations among the Members for income tax purposes. Any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed to the Company by a Member or that has been revalued for Capital Account purposes under this Agreement pursuant to Treasury Regulation §1.704-1(b)(2)(iv) and which is required or permitted to be allocated to such Member for income tax purposes under IRC §704(c) so as to take into account the variation between the tax basis of such contributed or revalued property and its fair market value at the time of its contribution or revaluation will be allocated solely for income tax purposes in the manner so required or permitted under IRC §704(c) using the method described in Treasury Regulation §1.704-3 (or any successor regulation) selected by the Manager.

MWSH TITAN HILL PROPERTY LLC

Salem, Oregon

A Land Use Application for:

Type III Process
SRC 220.005(f)(3) Site Plan Review

Applicant:
MWSH Titan Hill Property LLC

Project:
Titan Hill Muti-Family Residential

Submitted:
September 18, 2022

Prepared by:
MWSH Titan Hill Property LLC

Applicant & Property Owner

MWSH Titan Hill Property LLC

3425 Boone Road SE
Salem, OR 97317
Contact: Mark D. Lowen
503-480-3151 - o
503-586-4104 – c
MLowen@liveBSL.com

Civil Engineering

Multi/Tech Engineering Services, Inc.

1155 SE 13th Street
Salem, Oregon 97302
Contact: Mark Grenz
503-363-9227
mgrenz@mtengineering.net

Tax Lot Information:

Tax Map: 087W17B0-00400 (a portion)

Lot Area:

24.84 acres

Current Zoning District:

RM-II (Multiple Family Residential)

**Current Comprehensive Plan
Designation**

MFR (Multi Family Residential)

Project Description

MWSH Titan Hill Property LLC owns approximately 36.72 acres - 2100 Block of Doaks Ferry Road NW in Salem, Oregon (TL 073W17B 00400). This portion of the development consists of 5 of the 6 lots subdivision (pending) approximately 24.84 acres. It is located on the northerly portion of TL 400. This site will consist of 33, three story multi-family residential buildings, 3-, two-and three-story townhome buildings, a resident clubhouse, recreation areas, amenities, parking, and stormwater facilities. This site may be constructed in multiple phases.

Attachments :

(50) Land Use Application – Class III / Site Plan Review – SRC 225.005

(51) Ownership Verification:

Vesting Deed – BC Salem Property LLC

LLC Operating Agreement – BC Salem Property LLC

(54) Application Narrative

(60) Site Plan

(61) Existing Conditions Plan

(62) Preliminary Utility / Stormwater Plan

(63) Preliminary Landscape Plan

(64) Building Elevations(a/b/c)

(65) Preliminary Grading

(67) Stormwater Report

(71) TIA (Traffic Impact Analysis) - Pending

(74) Geotechnical Report

SRC 220.005(f)(3) Class 3 Site Plan Review Criteria:

(A) The application meets all applicable standards of the UDC;

The subject property is 24.84 acres in size, zoned RM-II, and is located on Doaks Ferry Road NW (073W17B/Tax Lot 400). The applicant is only proposing to develop the northern portion of the entire 36.72-acre site at this time.

All applicable standards and guidelines have been outlined below and on the attached site plans.

Multiple Family Residential (RM-II)-SRC Chapter 514

Sec. 514.010. - Development standards.

(b) Lot standards. Lots within the RM-II zone shall conform to the standards set forth in Table 514-2.

Requirement	Standard
Lot Area - minimum	6000 sq.ft.
Lot Width - minimum	40 ft.
Lot Depth - minimum	80 ft.
Street Frontage - minimum	40 ft.

Applicant Findings: All proposed parcels meet or exceed the standards as set forth. Therefore, this standard has been met

(c) Dwelling unit density. Dwelling unit density within the RM-II zone shall conform to the standards set forth in Table 514-3.

Minimum Density - 12 DU per acre
Maximum Density - 28 DU per acre

Applicant findings: the residential density is 17.2 dwelling units per acre. Therefore, this standard has been met

(d) Setbacks. Setbacks within the RM-II zone shall be provided as set forth in Tables 514-4 and 514-5. & 702-2

Requirement	Standard
Buildings	Min. Min. 1 foot for each 1 foot of building height, but in no case less than 20 ft.
Accessory Structures	Min. 12 ft., plus 1 ft. for each 1 ft. of height over 12 ft.

Zone to Zone Min. 10 ft. / Type C Landscape Buffer
RM-II / Residential

Vehicle Use Areas Min. 12 ft.

Applicant Findings: All minimum setbacks to property lines, between buildings and distances to the entrances are met as shown on the tentative plan (see exhibit 60). Therefore, all setback requirements have been met. Setbacks are shown on the tentative plan.

(e) *Lot coverage; height.* Buildings and accessory structures within the RM II zone shall conform to the lot coverage and height standards set forth in Table 514-6.

Lot Coverage, Building and accessory structures: Max 60%

Applicant Findings: All building and accessory structures cover 213,389 sq.ft. (19%) of the site. See Exhibit 60). Therefore, building coverage requirements have been met.

Maximum Height: Maximum building height allowed in the RM-II zone is 50'.

Building Height:

- Building 1 - 36' 8" in height (measured to the highest point)
- Building 2 - 39' 4" in height (measured to the highest point)
- Building 3 - 36' 8" in height (measured to the highest point)
- Building 4 - 39' 4" in height (measured to the highest point)
- Building 5 - 39' 4" in height (measured to the highest point)
- Building 6 is 38' 4" in height (measured to the highest point)
- Building 7 - 39' 4" in height (measured to the highest point)
- Building 8 - 39' 4" in height (measured to the highest point)
- Building 9 - 36' 8" in height (measured to the highest point)
- Building 10 - 40' 1" in height (measured to the highest point)
- Building 11 is 27' 2" in height (measured to the highest point) - 2 story Town Home (Six Units)
- Building 12 is 37' 7" in height (measured to the highest point)
- Building 13 - 36' 8" in height (measured to the highest point)
- Building 14 - 39' 4" in height (measured to the highest point)

Building 15- 38' 5" in height (measured to the highest point)
Building 16 - 36' 8" in height (measured to the highest point)
Building 17 - 40' 1" in height (measured to the highest point)
Building 18 - 27' 9" in height (measured to the highest point) – 2 story Town Home (2 Units)
Building 18a - 36' 4" in height (measured to the highest point) – 3 story Town Home (2 Units)
Building 19 - 40' 1" in height (measured to the highest point)
Building 21 - 39' 4" in height (measured to the highest point)
Building 22 - 36' 8" in height (measured to the highest point)
Building 23 - 40' 1" in height (measured to the highest point)
Building 24- 38' 5" in height (measured to the highest point)
Building 25- 38' 5" in height (measured to the highest point)
Building 26- 38' 4" in height (measured to the highest point)
Building 27 - 40' 1" in height (measured to the highest point)
Building 28- 38' 4" in height (measured to the highest point)
Building 29 - 36' 8" in height (measured to the highest point)
Building 30- 39' 4" in height (measured to the highest point)
Building 31 - 40' 1" in height (measured to the highest point)
Building 32 - 38' 8" in height (measured to the highest point)
Building 33 - 40' 1" in height (measured to the highest point)
Building 34 - 39' 4" in height (measured to the highest point)
Building 35 - 37' 7" in height (measured to the highest point)

Applicant Findings: Maximum building height allowed in the RM II zone is 50'. All proposed buildings are in compliance with the requirements of the Code. Therefore, this standard has been met

(f) *Maximum square footage for all accessory structures.* In addition to the maximum coverage requirements established in Table 514-6, accessory structures to single family and two family uses shall be limited to the maximum aggregate total square footage set forth in Table 514-7.

Applicants Findings: the applicants site plan addresses and meets standards for square footage of accessor structures (see site plan Exhibit 60)

Therefore, this criteria is met.

Sec. 514.020.

(g) Landscaping.

(1) Setbacks. Required setbacks shall be landscaped. Landscaping shall conform to the standards set forth in SRC chapter 807.

(2) Vehicle use areas. Vehicle use areas shall be landscaped as provided under SRC chapters 806 and 807.

(3) Development site. A minimum of 15 percent of the development site shall be landscaped. Landscaping shall meet the Type A standard set forth in SRC chapter 807. Other required landscaping under the UDC, such as landscaping required for setbacks or vehicular use areas, may count towards meeting this requirement.

Applicants Findings the applicants landscape plan address standards for setbacks, vehicle use and minimum of landscaped areas (see landscape plan Exhibit. 63) Therefore, this criteria is met.

(h) Outdoor storage. Within the RM-II zone, outdoor storage shall be screened from streets and adjacent properties by a minimum six-foot-high sight-obscuring fence, wall, or hedge.

Applicants Findings the only outdoor storage on site is the trash / recycle area, applicants landscape plan address standards for screening of this outdoor storage area. (See landscape plan Exhibit. 63) Therefore, this criteria is met.

(B) The transportation system provides for the safe, orderly, and efficient circulation of traffic into and out of the proposed development, and negative impacts to the transportation system are mitigated adequately.

Applicant Findings: The subject property has street frontage on Doaks Ferry Road NW to the east, Landaggard Ave NW to the west, and proposed "A" Street (Colorado) will run northwesterly bisecting the site stubbing into the undeveloped adjacent on the westerly boundary. Additionally, Landaggard will be extended crossing "A" street (Colorado) and stubbing to the undeveloped site abutting the north boundary of the site. A Traffic Impact Analysis (TIA) dated – Pending and will be provided as part of this submission.

As shown on the site plan, safe and efficient access and circulation has been provided into and throughout the development. Providing easy access to the West Salem High School, Straub Middle School, Kalapuya Elementary School and Straub nature Park.

The design of on-site circulation is clearly identifiable, safe, pedestrian friendly and interconnected. The subject property is located in a developing area where improved streets and sidewalks continue as

required by the City. Improved access is required by code. Approval does not adversely affect the safe and healthful development of any adjoining land or access thereto.

(B) Parking areas and driveways are designed to facilitate safe and efficient movement of vehicles, bicycles, and pedestrians.

Sec. 806.015. - Amount off-street parking

(a) Minimum required off-street parking. Unless otherwise provided under the UDC, off-street parking shall be provided in amounts not less than those set forth in Table 806-1.

Multiple Family 1 per dwelling unit.

Applicant Findings: Parking: The development has 33 multi-family residential buildings (427 residential dwelling units). Code requires 1 vehicle parking spaces per dwelling unit every. Therefore, applicant is required to provide a minimum of 427 on-site vehicle parking spaces, as shown on the site plan, 787 on-site parking spaces are being provided.

Parking: 427 required

Provided:

529 Standard Parking Stalls
243 Compact Parking Stalls
15 Handicap Parking Stalls
787 Total Parking Stalls

747 Maximum parking spaces allowed
40 Excess spaces requiring a variance.

All parking areas will be served by 26-foot wide internal two-way accessways that run through the development.

Parking areas and driveways have been designed to City standards and provide safe circulation throughout the development.

The applicant acknowledges that the current parking design exceeds the maximum parking standard of 1.75 spaces per DU, (Table 806-2B) therefore the application will be submitting a variance to request additional parking for this development.

Sec 806.055 Bicycle Parking Development Standards - The greater of the following: 0.1 per dwelling unit

Applicant Findings: Parking: The development has 33 multi-family residential buildings (427 residential dwelling units). Code requires 0.1 bicycle parking spaces per dwelling unit every. Therefore, applicant is required to provide a minimum of 43 on-site vehicle parking spaces, as shown on the site plan, 48 on-site parking spaces are being provided.

The design of pedestrian circulation systems shall provide clear and identifiable connections within the multi-family development and to adjacent uses and public streets/sidewalks. The proposed development provides safe and convenient bicycle and pedestrian access from within the development to adjacent residential areas.

Sec 806.075 Amount of off-street loading

Unless otherwise provided under the UDC, off-street loading shall be provided in amounts not less than those set forth in Table 806-11.

Multiple Family Residential 200 or more dwelling units – 3 spaces

Applicant Findings: The site design includes 3 loading areas near activity areas within the site. Therefore, off street loading requirements have been met.

(D) The proposed development will be adequately served with City water, sewer, stormwater facilities, and other utilities appropriate to the nature of the development.

Applicant Findings: Preliminary utility plans have been provided that show how the site will be served with City water, sewer, storm water facilities, and other utilities appropriate to the development.

Stormwater: As stated on the Grading and Drainage Plan, the proposal is treating at least 80% hard surface with Green Water Infrastructure. A Preliminary Drainage Report dated, September 7, 2022, has been submitted as part of this proposal. The detention basin for the site is located within the eastern portion of the development. Therefore, meeting the requirements of the Public Works Department.

Sec. 808.015. - Significant trees.

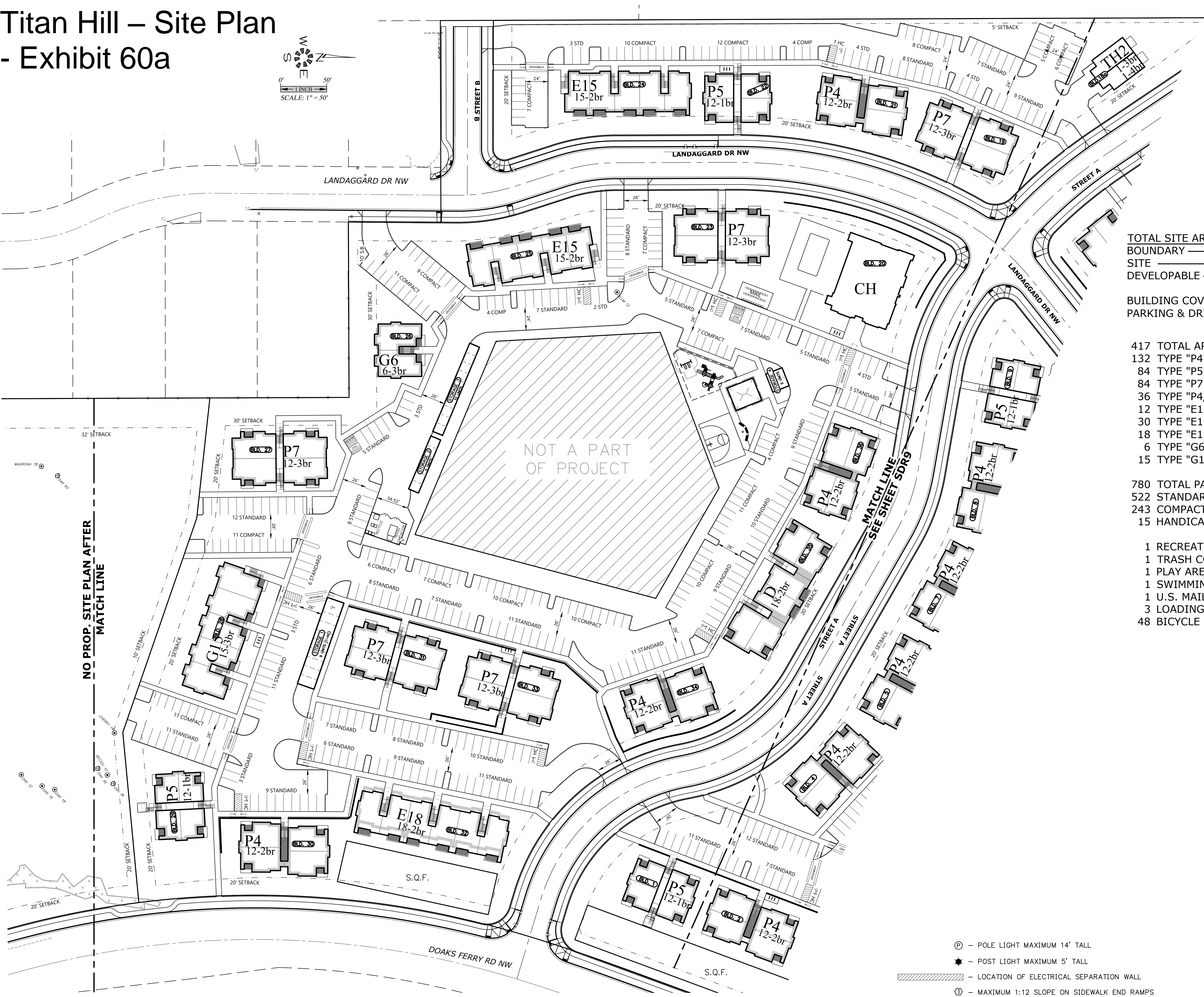
No person shall remove a significant tree, unless the removal is undertaken pursuant to a tree and vegetation removal permit issued under SRC 808.030, undertaken pursuant to a tree conservation plan approved under SRC 808.035, or undertaken pursuant to a tree variance granted under SRC 808.045.

To accommodate the development of this Multiple Family Residential Development additional trees beyond the 30% retention requirement is necessary. The applicant is submitting a variance for tree removal as a part of this application.

Conclusion:

The applicant requests approval of SRC 220.005(f)(3) Site Plan Review, Type III Review. Providing justification in the form of plans, detailed reports, supporting documents and findings in support of the proposed application. As addressed in this narrative and the supporting plans and documents, this proposal does meet all applicable code provisions. As such, the applicant respectfully requests that the Type III review for Site Plan Approval be approved as submitted.

Titan Hill – Site Plan
- Exhibit 60a



TOTAL SITE AREAS
BOUNDARY 1,637,576.80 S.F.
SITE 1,637,576.80 S.F.
DEVELOPABLE 1,637,576.80 S.F.

BUILDING COVERAGE — 213,389.08 S.F. (19%)
PARKING & DRIVEWAY — 296,056.69 S.F. (26%)

- 417 TOTAL APARTMENT UNITS
132 TYPE "P4" 2-Bd, 2-Ba (1038 S.F.) UNITS
84 TYPE "P5" 1-Bd, 1-Ba (735 S.F.) UNITS
84 TYPE "P7" 3-Bd, 2-Ba (1200 S.F.) UNITS
36 TYPE "P4/E" 2-Bd, 2-Ba (3-1037 S.F.) (12-1050 S.F.) UNITS
12 TYPE "E12" 2-Bd, 2'Ba (6-1067 S.F.) (6-1037 S.F.) UNITS
30 TYPE "E15" 2-BD, 2-BA (3- 1067 S.F.) (12-1037 S.F.) UNITS
18 TYPE "E18" 2-BD, 2-BA (6-1067 S.F.) (12-1037 S.F.) UNITS
6 TYPE "G6" 3-BD, 2-BA (1237 S.F.) UNITS
15 TYPE "G15" 3-Bd, 2-Ba (6-1237 S.F.) (9-1216 S.F.) UNITS

- 780 TOTAL PARKING STALLS
522 STANDARD STALLS
243 COMPACT STALLS
15 HANDICAP STALLS

- 1 RECREATION BLD. / MANAGER'S OFFICE
1 TRASH COMPACTOR / RECYCLE
1 PLAY AREA
1 SWIMMING POOL (22'x42')
1 U.S. MAIL BOX AREA
3 LOADING ZONES
48 BICYCLE SPACES

ADA HANDICAP ACCESSIBILITY NOTES:

1. ALL ON-SITE WALKWAYS, PEDESTRIAN CONNECTIONS TO THE PUBLIC SIDEWALK AND ROUTES TO BUILDING ENTRANCES ARE ACCESSIBLE WITH RUNNING SLOPES LESS THAN 5% AND GROSS SLOPE LESS THAN 2% MAX. LANDINGS AT BOTTOM OF STAIRS AND EXT. FACE OF ENTRANCE DOORS SHALL HAVE A SLOPE IN THE DIRECTION OF TRAVEL NOT TO EXCEED 2%.
2. HANDICAP PARKING STALLS AND ACCESS AISLES ARE TO HAVE SLOPES IN ANY DIRECTION OF LESS THAN 2% MAX. GRAPHIC MARKINGS & SIGNAGE FOR HANDICAP AND VAN ACCESSIBLE STALLS WILL BE PER OSSC 2010 CHPTR. 11 AND ORS. REQUIREMENTS.
3. HANDICAP ACCESSIBLE CURB RAMPS SHALL HAVE A RUNNING SLOPE NOT TO EXCEED 1:12 MAX. AND A GROSS SLOPE NOT TO EXCEED 1%.
4. THE COMMUNITY BUILDING & ON-SITE LAUNDRY FACILITIES WILL BE FULLY HANDICAP ACCESSIBLE IN ACCORDANCE WITH ANSI A117.1 AND CHAPTER 11 OF THE 2010 OSSC.
5. 2% OF THE LIVING UNITS OR (3) UNITS WILL BE TYPE "A" HANDICAP ACCESSIBLE. THESE INCLUDE A 1, 2 AND 3 BEDROOM UNIT AS INDICATED ON THIS SITE PLAN. THE BALANCE OF THE GROUND FLOOR LIVING UNITS WILL BE TYPE "B" ADAPTABLE UNITS IN ACCORDANCE WITH ANSI A117.1

★ THE INDICATED LOWER FLOOR UNITS IN BUILDINGS 5 & 9 ARE TO BE TYPE B UNITS IN ACCORDANCE WITH THE 2014 OSSC SEC. 1107.6.2.1.1. (NOTED ON FLOOR PLANS). ALL OTHER LOWER FLOOR UNITS TO BE TYPE B UNITS IN ACCORDANCE WITH THE 2014 OSSC SEC. 1107.6.2.1.2

- ⦿ - POLE LIGHT MAXIMUM 14' TALL
★ - POST LIGHT MAXIMUM 5' TALL
▨ - LOCATION OF ELECTRICAL SEPARATION WALL
① - MAXIMUM 1:12 SLOPE ON SIDEWALK END RAMPS
||||| - 8 BICYCLE SPACES



SITE PLAN

DOAKS FERRY SUBDIVISION

NO CHANGES, MODIFICATIONS OR REPRODUCTIONS TO BE MADE TO THESE DRAWINGS WITHOUT WRITTEN AUTHORIZATION FROM THE DESIGN ENGINEER.
DIMENSIONS & NOTES TAKE PRECEDENCE OVER GRAPHICAL REPRESENTATION.

Design: M.D.G. Drawn: M.K.D. Checked: J.J.G. Date: OCT. 2019 Scale: AS SHOWN

REGISTERED PROFESSIONAL ENGINEER
MARK D. GREGG
JULY 1, 1978
EXPIRES 06-30-2023
JOB # 6773

SDR8

TOTAL SITE AREAS
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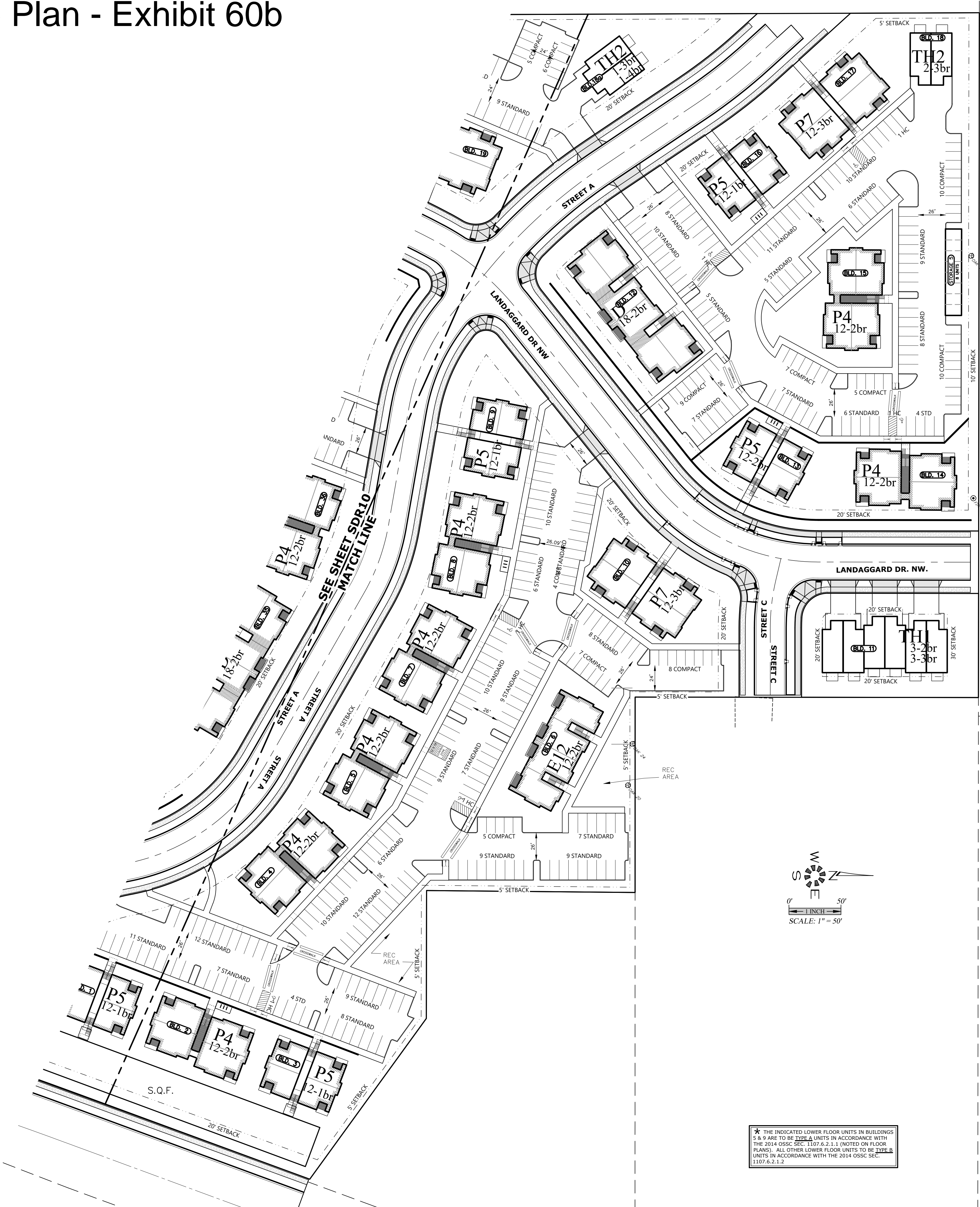
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——— 8 BICYCLE SPACES

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5. 2% OF THE LIVING UNITS OR (3) UNITS WILL BE TYPE 'A' HANDICAP ACCESSIBLE. THESE INCLUDE A 1, 2 AND 3 BEDROOM UNIT AS INDICATED ON THIS SITE PLAN. THE BALANCE OF THE GROUND FLOOR LIVING UNITS WILL BE TYPE 'B' ADAPTABLE UNITS IN ACCORDANCE WITH ANSI A117.1

Titan Hill – Site Plan - Exhibit 60b



★ THE INDICATED LOWER FLOOR UNITS IN BUILDINGS 5 & 9 ARE TO BE TYPE A UNITS IN ACCORDANCE WITH THE 2014 OSSC SEC. 1107.6.2.1.1 (NOTED ON FLOOR PLANS). ALL OTHER LOWER FLOOR UNITS TO BE TYPE B UNITS IN ACCORDANCE WITH THE 2014 OSSC SEC. 1107.6.2.1.2



SITE PLAN

DOAKS FERRY SUBDIVISION

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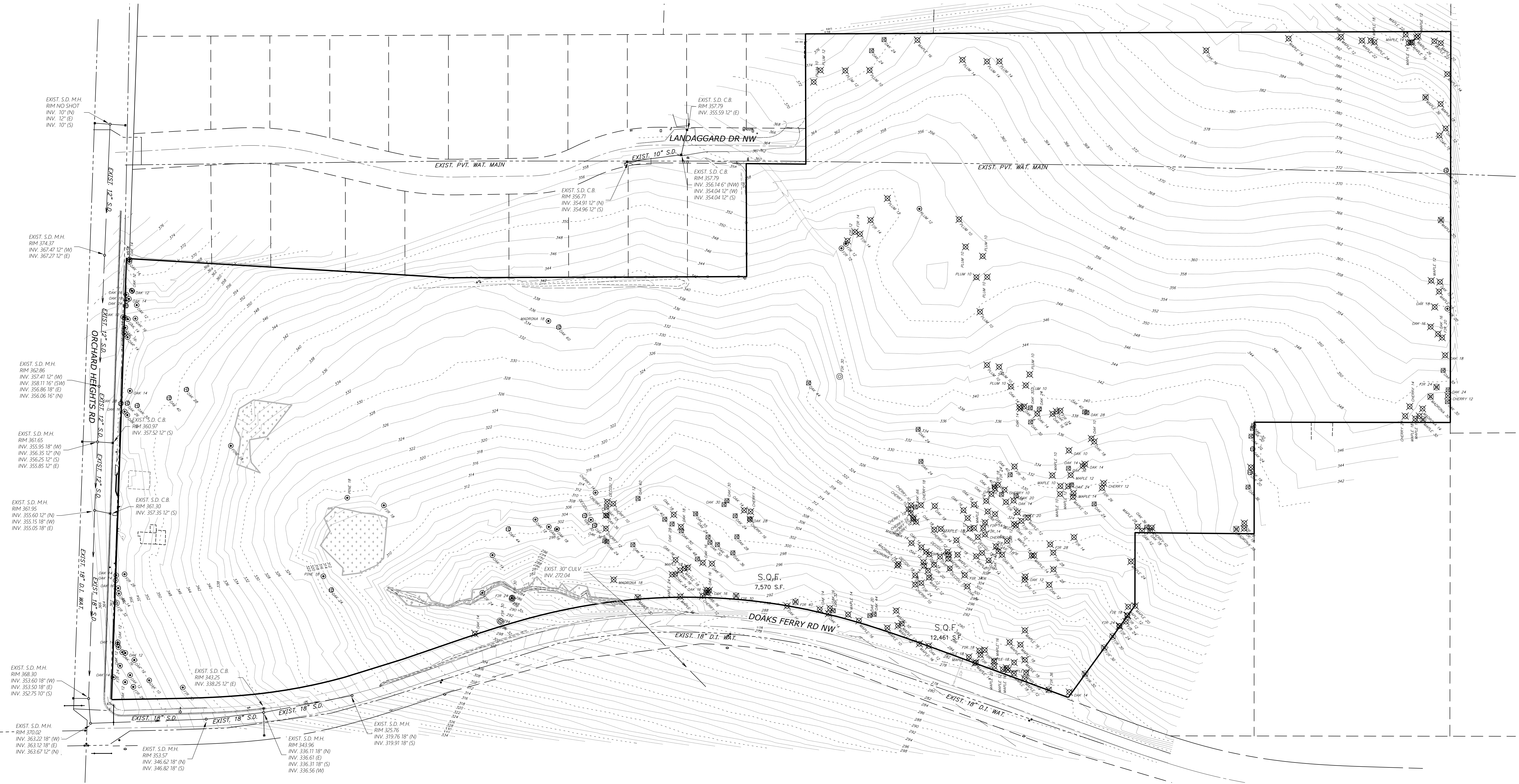
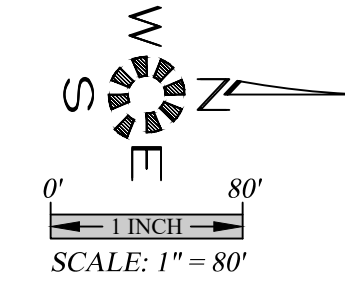
Design: M.D.G.
Drawn: M.K.D.
Checked: J.J.G.
Date: OCT. 2019
Scale: AS SHOWN



JOB # 6773

SDR9

SEE SHEET 502 FOR
TREE CONSERVATION PLAN



MULTI/TECH

ENGINEERING SERVICES, INC.

1155 13th ST. S.E. SALEM, OR. 97302
PH. (503) 363 - 9227 FAX (503) 364-1260
www.mtengineering.net office@mtengineering.net

EXISTING CONDITIONS & DEMOLITION PLAN

DOAKS FERRY SUBDIVISION

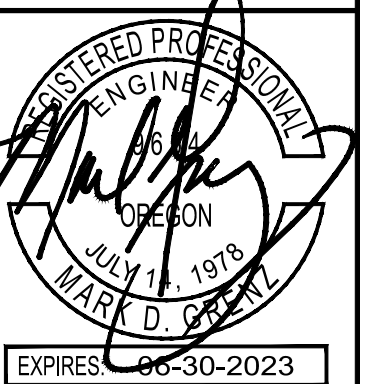
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DIMENSIONS & NOTES TAKE
PRECEDENCE OVER
GRAPHICAL REPRESENTATION.

Design: M.D.G.
 Drawn: M.K.D.
 ProjMgr: J.J.G
 Date: OCT. 2019
 Scale: AS SHOWN

As-Built:

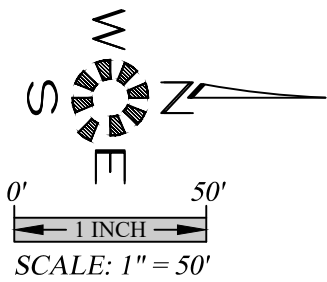


201

Titan Hill – Preliminary Utility /
Stormwater Plan - Exhibit 62



SEE SHEET 302
MATCH LINE



UTILITY PLAN
NORTH

DOAKS FERRY
SUBDIVISION

MULTITECH ENGINEERING EXEMPT FROM
LIABILITY IF NOT STAMPED APPROVED

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67736 AL-UTL-N
Design: M.D.G.
Drawn: M.K.D.
ProjMgr: J.J.G.
Date: OCT. 2019
Scale: AS SHOWN
As-Built: -----



JOB # 6773

301

TITAN HILL APARTMENTS

DOAKS FERRY ROAD NW
SALEM, OREGON

COVER SHEET

TITAN HILL
APARTMENTS
DOAKS FERRY ROAD NW
SALEM, OREGON

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Design: LAA
Drawn: LAA
Checked: LAA
Date: 09.07.22
Scale:

REGISTERED
643
PRELIMINARY
LAURA A. ANTONSON
OREGON
11/16/2007
LANDSCAPE ARCHITECT

JOB #1465R

L0.0

CLIENT / OWNER:

BONAVENTURE
CONTACT: MARK LOWEN
3425 BOONE ROAD SE
SALEM, OREGON 97317

LANDSCAPE ARCHITECT:

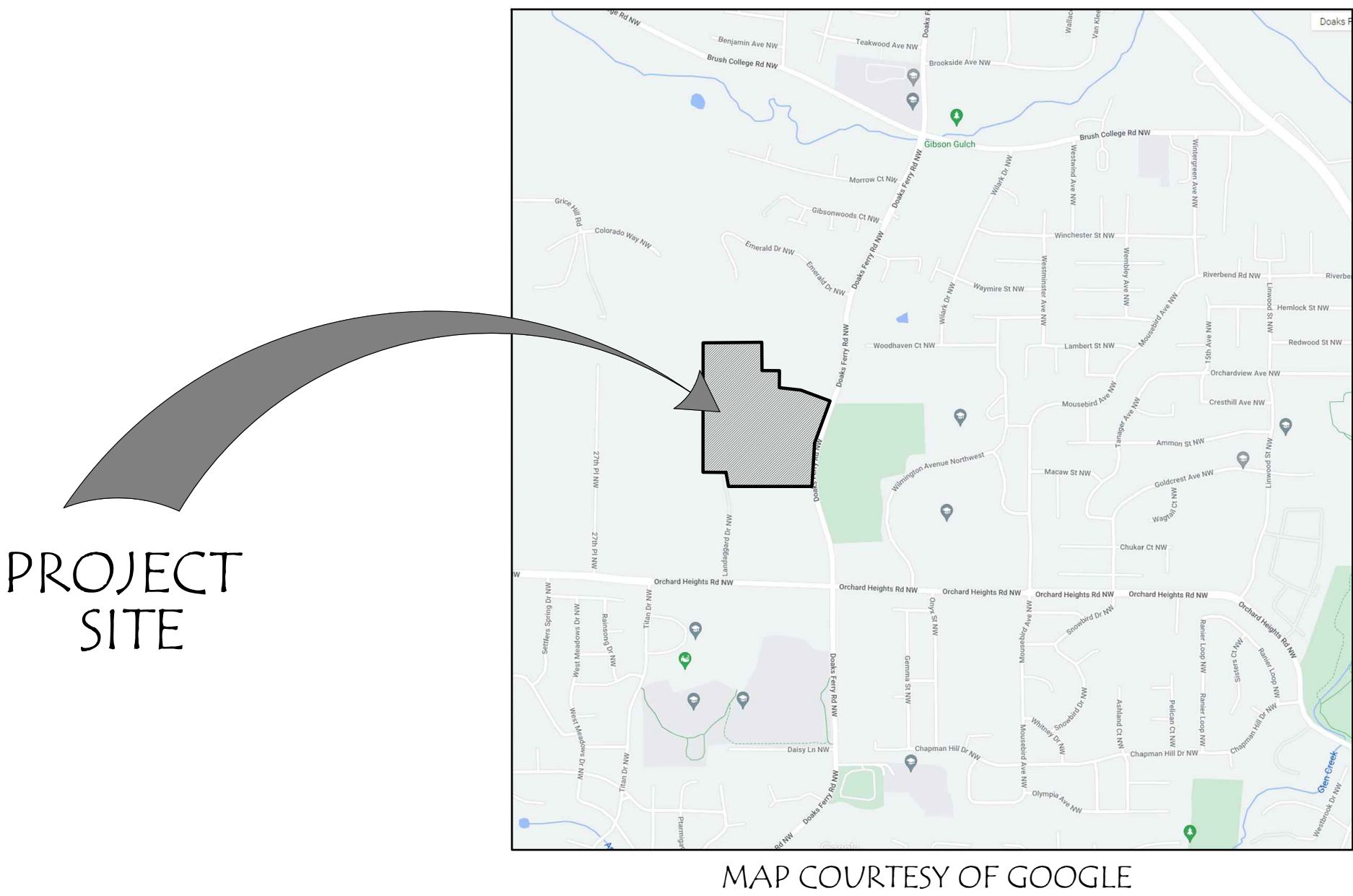
LAURUS DESIGNS, LLC
LAURA ANTONSON, RLA, ASLA
1012 PINE STREET
SILVERTON, OREGON 97381
503 . 784 . 6494
LAURA@LAURUSDESIGNS.COM

CALL BEFORE YOU DIG:
1.800.332.2344
www.digsafelyoregon.com

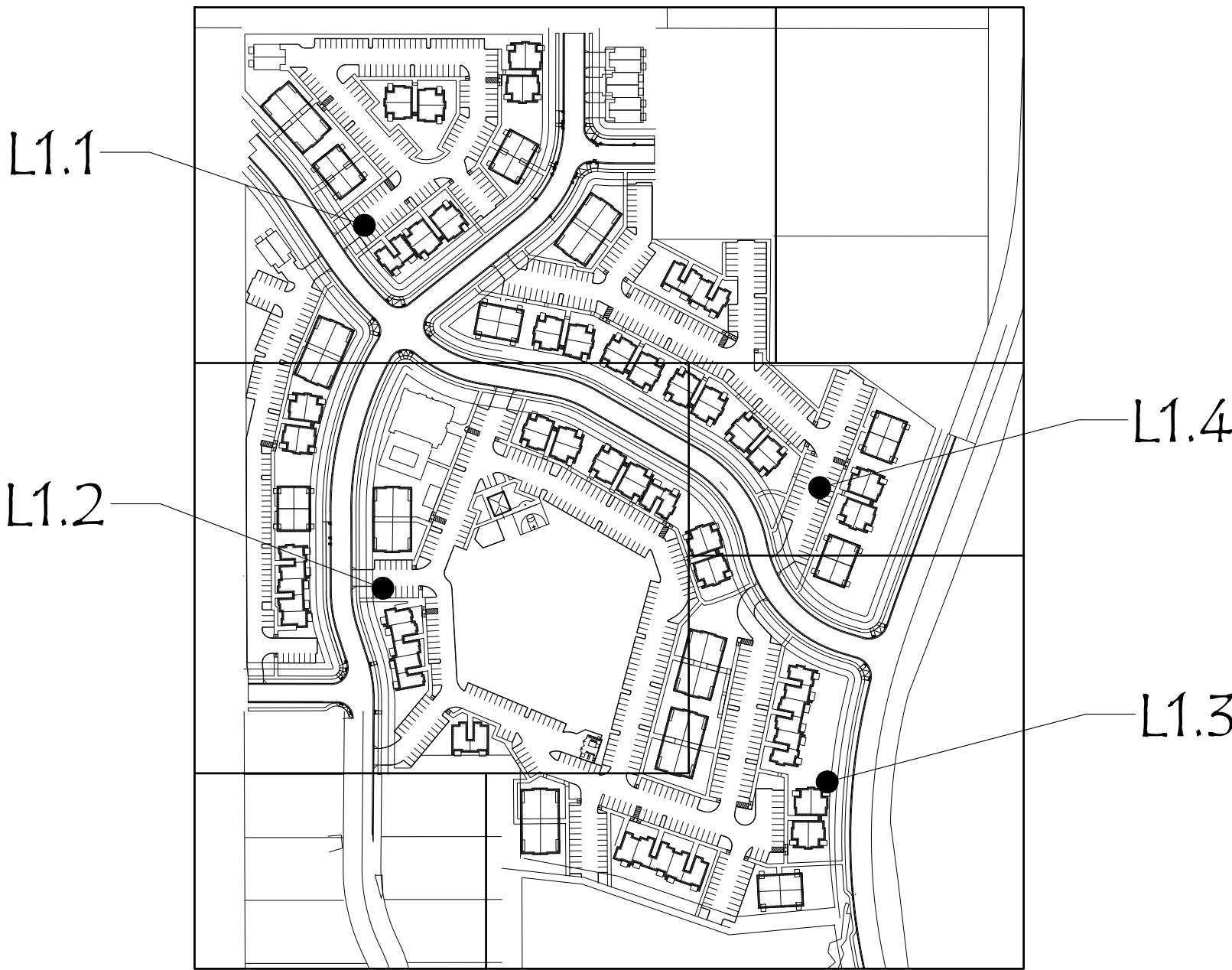
SHEET INDEX:

- L0.0 COVER SHEET
- L1.1 PLANTING PLAN
- L1.2 PLANTING PLAN
- L1.3 PLANTING PLAN
- L1.4 PLANTING PLAN

VICINITY MAP:



KEY MAP:



Multifamily Landscape Requirements

SITE AREA SQUARE FOOTAGE (SF): 914,800 SF (EXCLUDES STREETS/ROW)
1 TREE PER 2000 SF GROSS AREA = 457 TREES
EXISTING TREES TO REMAIN = 4 TREES
LANDSCAPE TREES = 453 TREES
TOTAL PROPOSED TREES = 457 TREES (DOES NOT INCLUDE 161 STREET TREES)

TOTAL LANDSCAPE SF: 356,367 SF

OPEN SPACE REQUIRED: 30% MINIMUM, INCLUDING ACTIVE AND
PASSIVE RECREATION, PRIVATE SPACE
OPEN SPACE PROVIDED: 30.5% (279,500 SF) INCLUDING LAWN AREAS,
PLAYGROUND, AND SPORTS COURT

BUFFER TO ZONES RA AND RS: 1 TREE EVERY 30 LF AND 6" HT. SIGHT
OBSCURING FENCE

BUILDING PERIMETER: 1 TREE (10 UNITS) PER 60 LF OF BUILDING WALL
(WITHIN 25' OF BUILDING)
1 SHRUB (1 PLANT UNIT) PER 25 LF
2 PLANT UNITS AT ENTRY WAYS

PARKING: 1 CANOPY TREE PER 50 FEET OF PARKING PERIMETER
(WITHIN 10' OF PARKING PERIMETER)

Legend:



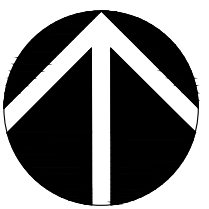
General Notes:

1. PRELIMINARY LANDSCAPE PLANS, NOT FOR CONSTRUCTION. LANDSCAPE CALCULATIONS BASED ON INFORMATION AVAILABLE AND ARE SUBJECT TO CHANGE.
2. SEE CIVIL DRAWINGS FOR SITE PLAN.
3. STREET TREES TO BE SELECTED FROM CITY OF SALEM APPROVED STREET TREE LIST. VERIFY TREE LOCATIONS AND VISION CLEARANCE.
4. STORMWATER FACILITIES TO BE PLANTED PER CITY OF SALEM PUBLIC WORKS STORMWATER DESIGN MANUAL.
5. PRELIMINARY PLANT SCHEDULE SEE SHEET L1.4.
6. ALL PLAYGROUNDS/TOT LOTS TO HAVE A 36" HEIGHT NON-SIGHT OBSCURING FENCE AND 12" MINIMUM WOODCHIP SURFACE. WOODCHIPS AND EQUIPMENT WILL CONFORM TO CPSC AND ASTM PLAYGROUND STANDARDS AND GUIDELINES.
7. SITE TO BE IRRIGATED BY WATER EFFICIENT UNDERGROUND AUTOMATIC IRRIGATION SYSTEMS.

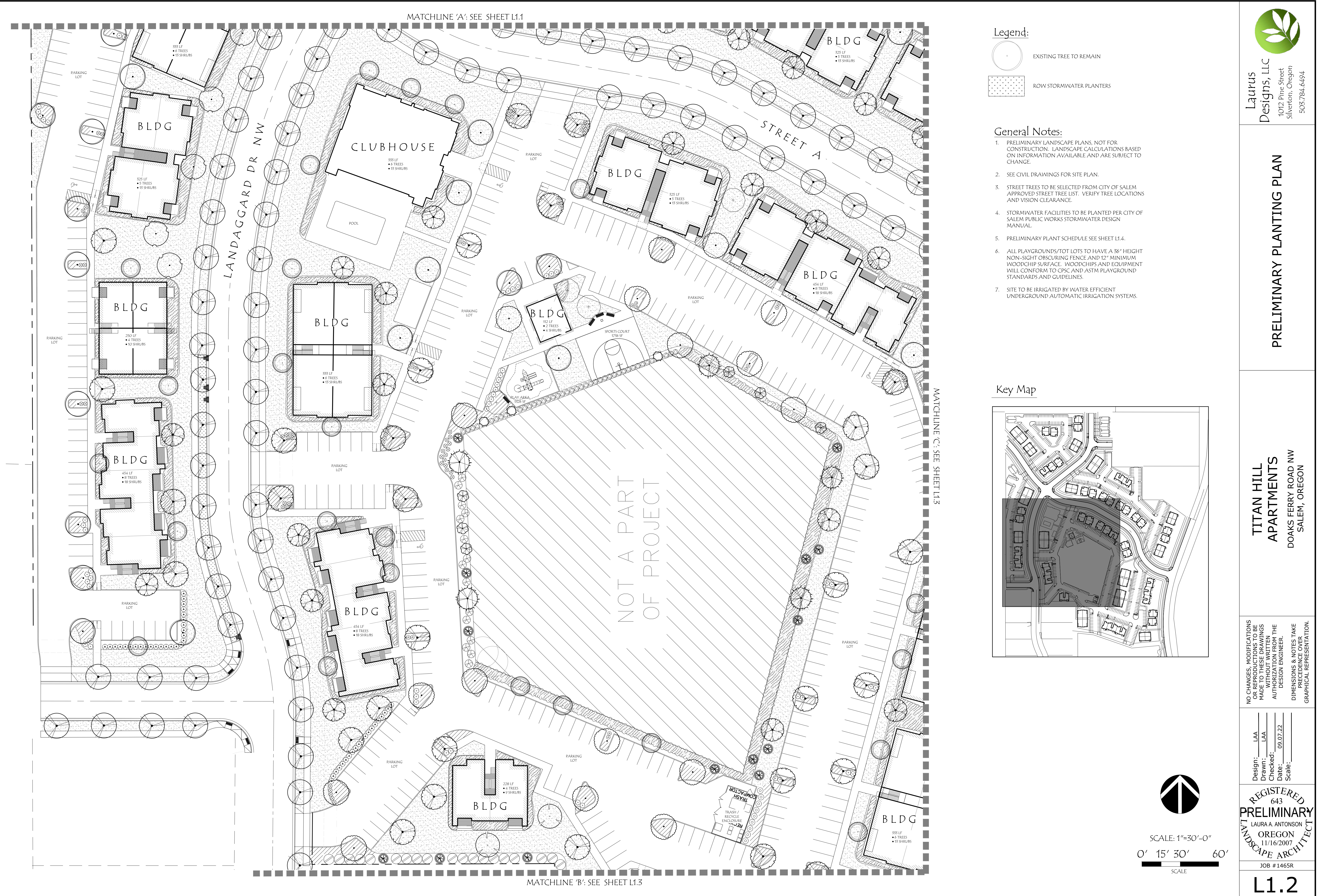


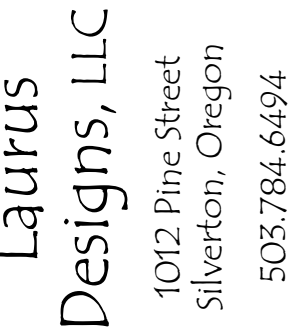
MATCHLINE 'A': SEE SHEET L1.2

MATCHLINE 'E': SEE SHEET L1.4



SCALE: 1"=30'-0"
0' 15' 30' 60'
SCALE





PRELIMINARY PLANNING PLAN

**TITAN HILL
APARTMENTS**
DOAKS FERRY ROAD NW
SALEM, OREGON

DIMENSIONS & NOTES TAKE
PRECEDENCE OVER
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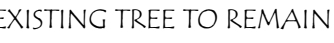
Design: LAA
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REGISTERED
643
RELIMINAR
LAURA A. ANTONSON
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DSCAPE ARCHIT

JOB #1465R

L1.3

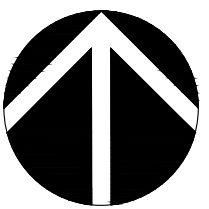
Legend:



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Key Map

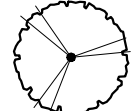
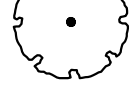
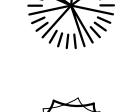
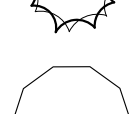
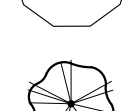
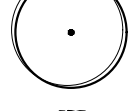
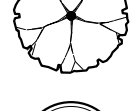
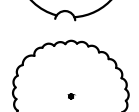
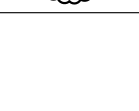



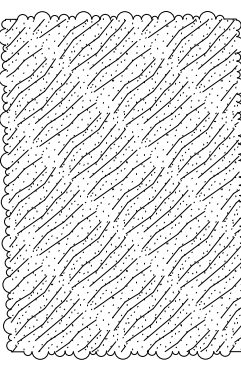










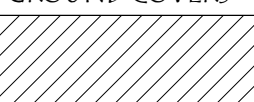
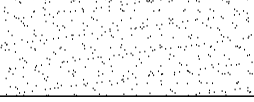
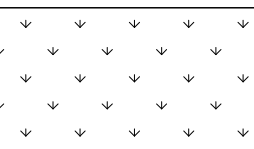
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0' 15' 30' 60'

SCALE

Preliminary Plant Schedule

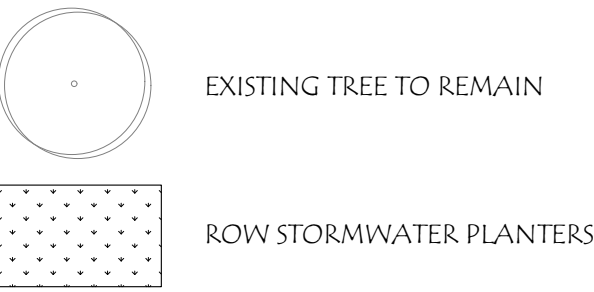
STREET TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	161	Salem Approved Street Trees for Planters 6' Wide and ROW Stormwater Planters	11/2" Cal., B&B
TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	50	Acer rubrum 'October Glory' / October Glory Red Maple	11/2" Cal., B&B
	20	Calocedrus decurrens / Incense Cedar	6' Ht., Min., B&B
	17	Carpinus betulus 'JFS-KWICB' TM / Emerald Avenue European Hornbeam	11/2" Cal., B&B
	21	Chamaecyparis nootkensis 'Glauca Pendula' / Weeping Nootka False Cypress	6' Ht., Min., B&B
	56	Chamaecyparis obtusa 'Gracilis' / Slender Hinoki Cypress	6' Ht., Min., B&B
	9	Cornus florida / Flowering Dogwood	11/2" Cal., B&B
	6	Fagus sylvatica 'Dawyc Purple' / Dawyc Purple European Beech	11/2" Cal., B&B
	2	Ginkgo biloba / Maidenhair Tree	11/2" Cal., B&B
	54	Juniperus scopulorum 'Skyrocket' / Skyrocket Juniper	6' Ht., Min., B&B
	24	Liriodendron tulipifera / Tulip Poplar	11/2" Cal., B&B
	60	Nyssa sylvatica 'Wildfire' / Wildfire Tupelo	11/2" Cal., B&B
	37	Parrotia persica 'Vanessa' / Vanessa Persian Parrotia	11/2" Cal., B&B
	55	Styrax japonicus 'Pink Chimes' / Japanese Pink Snowbell Dwarf	11/2" Cal., B&B
	22	Tilia tomentosa 'Sterling' / Sterling Silver Linden	11/2" Cal., B&B
	23	Ulmus parvifolia / Lacebark Elm	11/2" Cal., B&B
	31	Zelkova serrata 'Green Vase' / Green Vase Sawleaf Zelkova	11/2" Cal., B&B

SHRUB AREAS	QTY	BOTANICAL / COMMON NAME	SIZE
	51,000 sf	Abelia x grandiflora "Kaleidoscope" / Kaleidoscope Abelia Berberis thunbergii "Crimson Pymy" / Crimson Pymy Barberry Hydrangea paniculata "PeeGee Improved" / PeeGee Improved Panicle Ilex crenata "Soft Touch" / Soft Touch Japanese Holly Nandina domestica "Firepower" / Firepower Heavenly Bamboo Physocarpus opulifolius "Donna May" / Donna May Ninebark Raphiolepis indica "Ballerina" / Ballerina Indian Hawthorn Rosa x "KO Double" / Pink Double Knockout Rose Sarcococca confusa / Fragrant Sarcococca Spiraea x bumalda "Magic Carpet" / Magic Carpet Spirea	2 Gal. to 5 Gal.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE
	156	Abelia x grandiflora "Sherwoodii" / Sherwood Glossy Abelia	2 Gal.
	68	Euonymus japonicus / Japanese Euonymus	3 Gal.
	79	Ligustrum japonicum "Texanum" / Texas Japanese Privet	5 Gal.
	68	Myrica californica / Pacific Wax Myrtle	5 Gal.
	34	Nandina domestica "Firepower" / Firepower Heavenly Bamboo	2 Gal.
	82	Prunus laurocerasus "Otto Luyken" / Otto Luyken English Laurel	3 Gal.
	151	Raphiolepis indica "Ballerina" / Ballerina Indian Hawthorn	2 Gal.
	30	Raphiolepis umbellata "Snow White" / Yedda Hawthorn	3 Gal.
	33	Spiraea x bumalda "Magic Carpet" / Magic Carpet Spirea	2 Gal.
	9	Viburnum tinus "Spring Bouquet" / Spring Bouquet Laurestinus	5 Gal.
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	SIZE
	2,527	Ground Covers, Grasses, and Perennials	1 Gal.
	276,469 sf	ProTime PT301 Water Smarter Fescue or Equal	Seed
ROW STORMWATER PLANTERS	QTY	BOTANICAL / COMMON NAME	SIZE
	3,445 sf	Carex densa / Dense Sedge Juncus ensifolius / Dagger-leaf Rush Juncus tenuis / Slender Rush Scirpus microcarpus / Small Fruited Bulrush	1 Gal.

Key Map

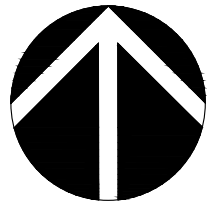
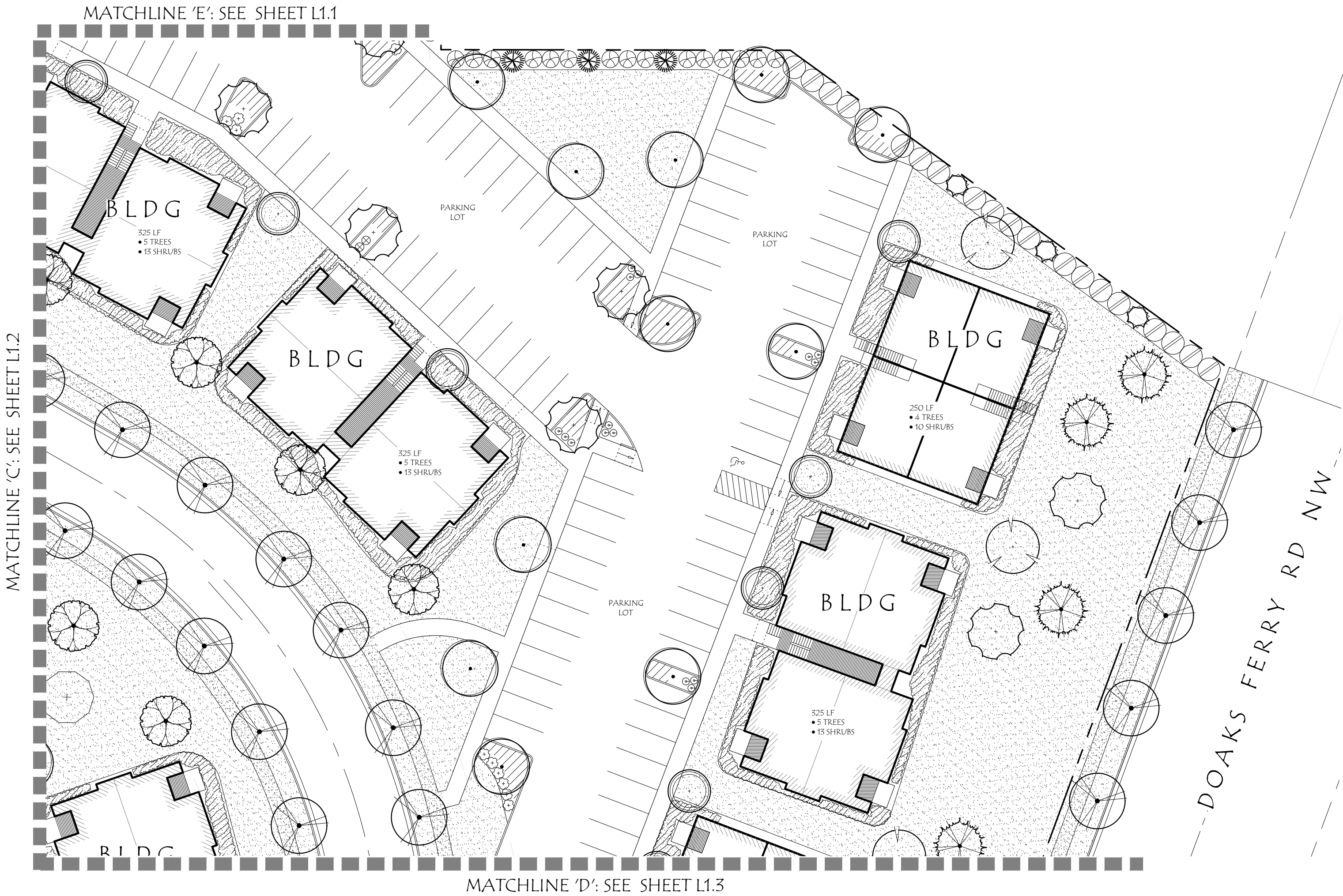


Legend:



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SCALE: 1"=30'-0"
0' 15' 30' 60'
SCALE



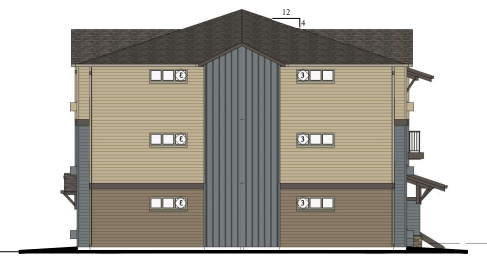
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2 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



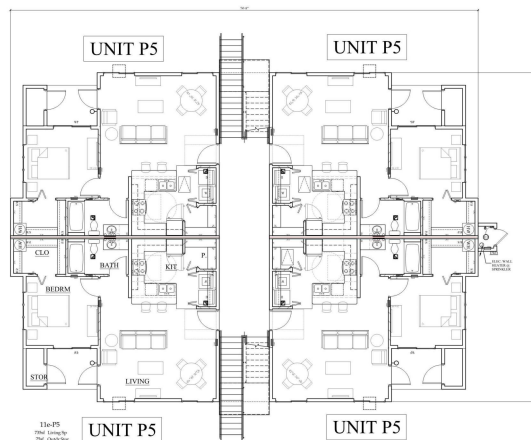
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4 LEFT ELEVATION
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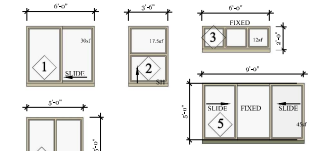
5 PERSPECTIVE
SCALE: 1/8" = 1'-0"



6 PLAN - BLDG A
SCALE: 1/8" = 1'-0"



7 KEY PLAN
SCALE: 1/8" = 1'-0"



8 WINDOW SCHEDULE
SCALE: NTS

MATERIAL	COLOR
LAMINATED ARCHITECTURAL	OPEN CORNER
COMPOSITE SHINGLES	BLACK
FIBER CEMENT BOARD AND BATTLES	SW425 FOGGY DAY
1/2" BATTLES 16" x 48"	
4x4 FIBER CEMENT PANEL	
HORIZONTAL FLOOR BAND, FASCIA,	SW120 BLACK FOX
GUTTERS, ROOF AND DECK TRIM	
FIBER CEMENT LAP SIDING	MAIN BODY - ALL APARTMENTS
6" REVEAL LAP PATTERN	SW147 FAVORITE TAN
	MAIN BODY - CLUBHOUSE
	SW189 GAUNTLET GRAY
	ACCENT - SW141 QUIVER TAN
	ACCENT - SW185 GRAY AREA
	ACCENT - SW425 FOGGY DAY
CULTURED STONE	MULTI MATERIALS
ARTISAN STONE	COUNTRY LEDGESTONE
	REDIRON BAY

9 EXTERIOR FINISH SCHEDULE
SCALE: NTS

PRELIMINARY
NOT FOR
CONSTRUCTION
September 6, 2022

PROJECT TITLE:
Titan Hill Apartments
Salem, OR

SHEET TITLE:
EXTERIOR
ELEVATIONS

SHEET
2303
A410

Bldg type A - 12 plex

BONAVENTURE
Senior Housing

1422 Boone Rd. SE
Salem, OR 97302
Phone: (503) 586-2715
Fax: (503) 588-1331



1 REAR ELEVATION
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2 FRONT ELEVATION
 SCALE: 1/8" = 1'-0"



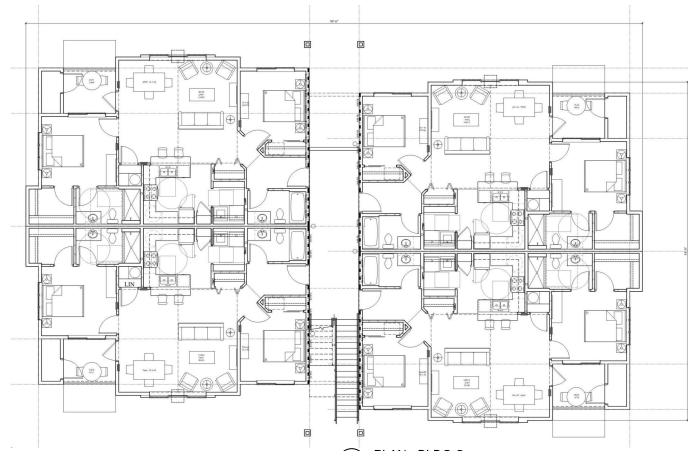
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4 LEFT ELEVATION
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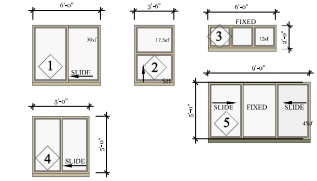
5 PERSPECTIVE
 NTS



6 PLAN - BLDG C
 NTS



7 KEY PLAN
 SCALE: 1" = 100'-0"



C WINDOW SCHEDULE
 SCALE: NTS

MATERIAL	COLOR
LAMINATED ARCHITECTURAL COMPOSITE SHINGLES	OPEN CORNING BLACK
FIBER CEMENT BOARD AND BATTLES 1/2" BATTENS 16" oc OR 4x8 FIBER CEMENT PANEL	SW625 FOGGY DAY
HORIZONTAL FLOOR BAND, FASCIA, GUTTERS, SMOKE AND DECK TRIM	SW700 BLACK FOX
FIBER CEMENT LAP SIDING 8" REVEAL LAP PATTERN	MAIN BODY - ALL APARTMENTS SW617 FAVORITE TAN MAIN BODY - CLUBHOUSE SW709 GAUNTLET GRAY ACCENT - SW701 QUIVER TAN ACCENT - SW703 GRAY AREA ACCENT - SW625 FOGGY DAY
CULTURED STONE ADHERED STONE	MULTI MATERIALS COUNTRY LEDGESTONE REDIRON BAY

A EXTERIOR FINISH SCHEDULE
 SCALE: NTS

Bldg C - 12 plex



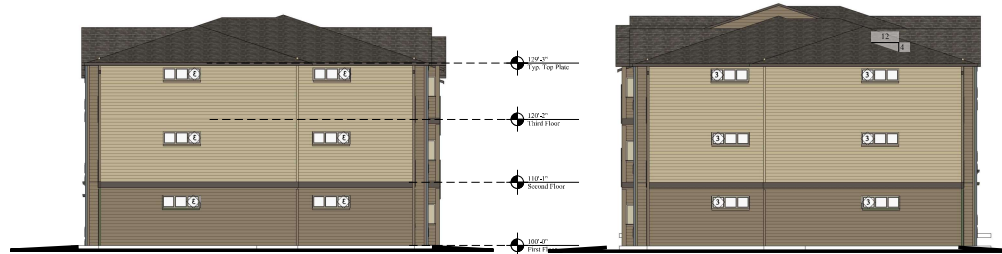
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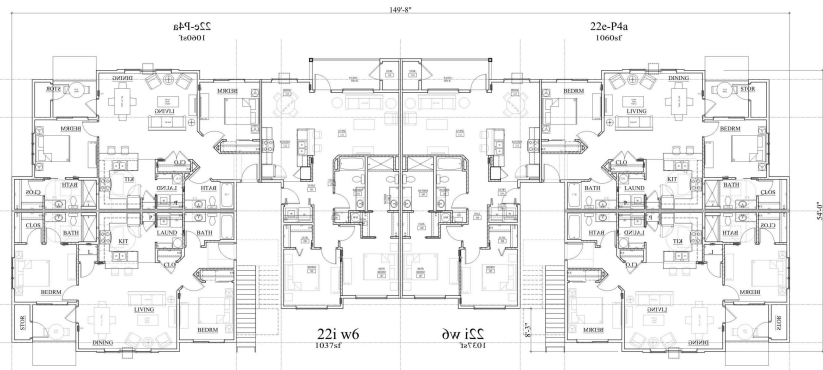


2 FRONT ELEVATION
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3 RIGHT ELEVATION
 SCALE: 1/8" = 1'-0"

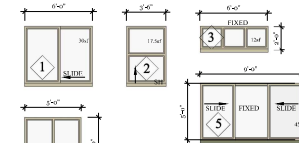
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6 PLAN - BLDG D
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B KEY PLAN
 SCALE: 1" = 100'-0"



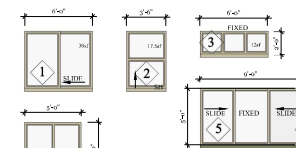
C WINDOW SCHEDULE
 SCALE: NTS

MATERIAL	COLOR
LAMINATED ARCHITECTURAL CORRUGATED SHINGLES	BLACK
FIBER CEMENT BOARD AND BATTLES 1/4" BATTLES 1/4" or OR 4x4 FIBER CEMENT PANEL	SW625 FOGGY DAY
HORIZONTAL FLOOR BAND, FASCIA, GUTTERS, SIOBH AND DECK TRIM	SW700 BLACK FOX
FIBER CEMENT LAP SIDING 8" REVEAL LAP PATTERN	MAIN BODY - ALL APARTMENTS SW617 FAVORITE TAN MAIN BODY - CLUBHOUSE SW709 GAUNTLET GRAY
CULTURED STONE ADHERED STONE	ACCENT - SW611 QUIVER TAN ACCENT - SW705 GRAY AREA ACCENT - SW625 FOGGY DAY
	MULTI-MATERIALS COUNTRY LEDGESTONE BEDROOM BAY

GENERAL COLOR NOTES:
 1. ALL WINDOWS TO BE VINYL - "CLAY"
 2. ALL BUILDING TRIM AND DOWNSPUTS TO MATCH ADJACENT CLADDING COLOR (UNLESS OTHERWISE NOTED)
 3. STANDING SEAM METAL ROOF - TAYLOR METAL - "COOL"
 4. SIMPSON TECH - KONKOR BROWN
 5. APPLY FIRST COAT OF PAINT TO THERMOCLING BEHIND STONE VENER BEFORE INSTALLATION OF STONE

A EXTERIOR FINISH SCHEDULE
 SCALE: NTS

Bldg D-18 plex



MATERIAL	COLOR
LAMINATED ARCHITECTURAL COLUMNS, SHINGLES	OWENS CORNING BLACK
1/2" CEMENT BOARD AND BATTEN 1/32" BATTENS 1/8" OC	SW65251 FOGGY DAY
4/8" FIBER CEMENT PANEL	
BRICKS/CLAY FLOOR BOLD, FASCIA, GUTTERS, SHOOTER AND DUCK TRIM	SW87020 BLACK FOX
	MAIN BODY - ALL APARTMENTS SW65724 SWEET TAN
	MAIN BODY - CLUBHOUSE SW70914 GUNSLAY GRAY
FIBER CEMENT LAP SIDING 6" REVEAL LAP PATTERN	ACCENT - SW85815 QUIVER TAN
	ACCENT - SW87035 GRAY AREA
	ACCENT - SW65251 FOGGY DAY

GENERAL COLOR NOTES:
1. ALL WINDOWS TO BE VIEWED

2. ALL BUILDING TRIM AND DOWNSPOUTS TO MATCH ADJACENT CLADDING COLOR UNLESS OTHERWISE NOTED.
3. STANDING SEAM METAL ROOF - TAYLOR METAL - "COOL"

4. PAINT ALL EXPOSED STEEL CONNECTORS.
5. APPLY FIRST COAT OF PAINT TO TRIM SIDING BEH

EXTERIOR FINISH SCHEDULE

A EXTERIOR
SCALE: NTS

15



Bldg E18- 18 plex



1 REAR ELEVATION
SCALE: 1/8" = 1'-0"



5 PERSPECTIVE
NTS

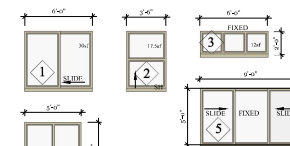


2 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

4 LEFT ELEVATION
SCALE: 1/8" = 1'-0"

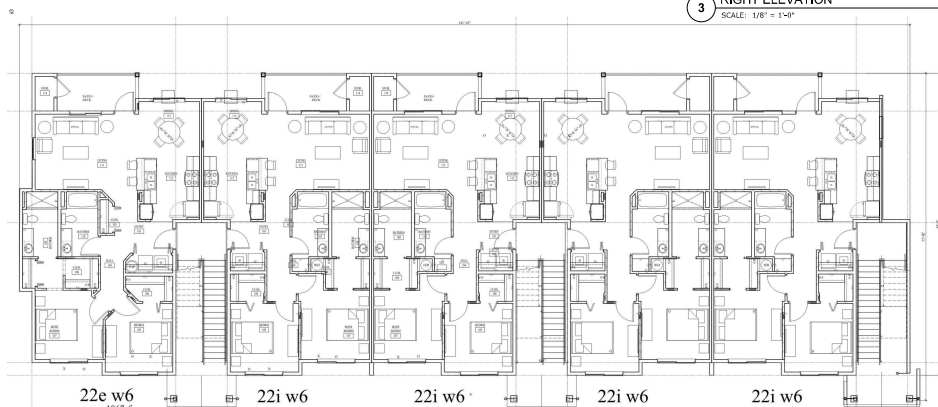


C WINDOW SCHEDULE
SCALE: NTS

MATERIAL	COLOR
LAMINATED ARCHITECTURAL	OPEN CORNING
COMPOSITE SHINGLES	BLACK
FIBER CEMENT BOARD AND BATTLES	SW625 HOGGY DAY
1/2\" BATTENS 16\" oc OR	
4x4 FIBER CEMENT PANEL	SW120 BLACK FOX
HORIZONTAL FLOOR BAND, FASCIA,	
GUTTERS, SMOOTH AND DECK TRIM	MAIN ROOF - ALL APARTMENTS
	SW617 FAVORITE TAN
	MAIN ROOF - CLUBHOUSE
	SW709 GAUNTLET GRAY
	ACCENT - SW709 GRAY AREA
	ACCENT - SW625 HOGGY DAY
FIBER CEMENT LAP SIDING	
6\" REVEAL LAP PATTERN	ACCENT - SW709 GRAY AREA
	ACCENT - SW625 HOGGY DAY
CULTURED STONE	MUTUAL MATERIALS
ADHERED STONE	COUNTRY LEDGESTONE
	REDIRON BAY

- GENERAL COLOR NOTES:
- ALL WINDOWS TO BE VINYL - "CLAY"
 - ALL BUILDING TRIM AND DOWNSPOUTS TO MATCH ADJACENT CLADDING COLOR UNLESS OTHERWISE NOTED.
 - STANDING SEAM METAL ROOF - TAYLOR METAL - "COOL"
 - SMALLER FELCH - KONA BROWN
 - APPLY FIRST COAT OF PAINT TO TRUSSING BEHIND STONE VENEER BEFORE INSTALLATION OF STONE

A EXTERIOR FINISH SCHEDULE
SCALE: NTS



6 PLAN - BLDG E15
NTS



B KEY PLAN
SCALE: 1\"/>

Bldg E15- 15 plex

Titan Hill – Apartment Elevations and Floor Plans - Exhibit 64(a)



5 PERSPECTIVE
NTS



1 REAR ELEVATION
SCALE: 1/8" = 1'-0"

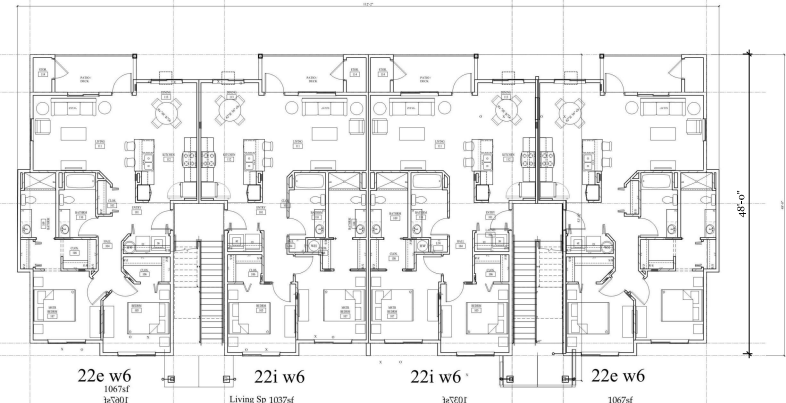


2 FRONT ELEVATION
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3 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

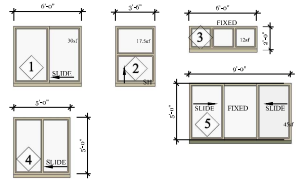
4 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



BLDG E12 12plex
PLAN - BLDG E15
6 NTS



North
B KEY PLAN
SCALE: 1" = 100'-0"



C WINDOW SCHEDULE
SCALE: NTS

MATERIAL	COLOR
LAMINATED ARCHITECTURAL COMPOSITE SHINGLES	OPEN CORNER
BLACK	BLACK
FIBER CEMENT BOARD AND BATTLES 1/2" BATTENS 16" oc OR 4x4 FIBER CEMENT PANEL	SW625 HOGGY DAY
HORIZONTAL FLOOR BAND, FASCIA, GUTTERS, ROOF AND DECK TRIM	SW120 BLACK FOX
FIBER CEMENT LAP SIDING 6" REVEAL LAP PATTERN	MAIN BODY - ALL APARTMENTS SW147 FAVORITE TAN MAIN BODY - CLUBHOUSE SW189 GAUNTLET GRAY
CULTURED STONE ARTISER STONE	ACCENT - SW141 OLIVE TAN ACCENT - SW783 GRAY AREA ACCENT - SW625 HOGGY DAY
	MULTI MATERIALS COUNTRY LEDGESTONE REDIRON BAY

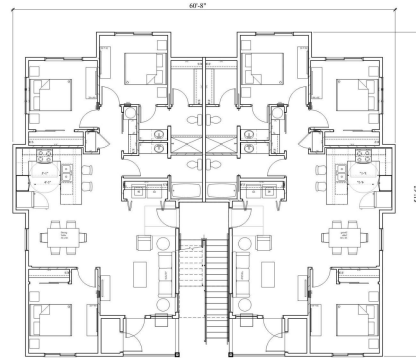
A EXTERIOR FINISH SCHEDULE
SCALE: NTS

Bldg E12- 12 plex

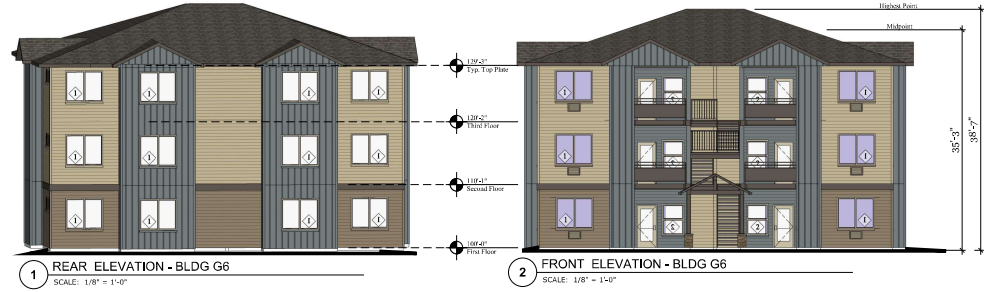
PRELIMINARY
NOT FOR
CONSTRUCTION
September 6, 2022



5 PERSPECTIVE
 SCALE: 1/8" = 1'-0"

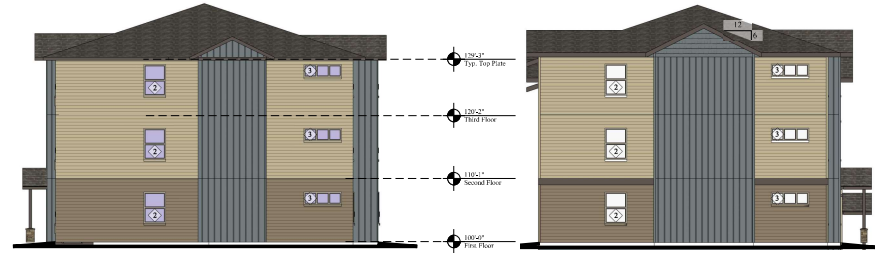


6 FLOOR PLAN
 SCALE: 1/8" = 1'-0"



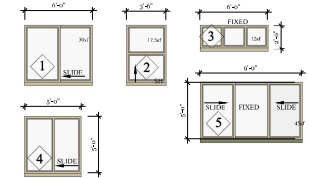
1 REAR ELEVATION - BLDG G6
 SCALE: 1/8" = 1'-0"

2 FRONT ELEVATION - BLDG G6
 SCALE: 1/8" = 1'-0"



3 RIGHT ELEVATION
 SCALE: 1/8" = 1'-0"

4 LEFT ELEVATION
 SCALE: 1/8" = 1'-0"



C WINDOW SCHEDULE
 SCALE: NTS

MATERIAL	COLOR
LAMINATED ARCHITECTURAL COMPOSITE SHINGLES	OPEN CORNER
BLACK	BLACK
FIBER CEMENT BOARD AND BATTLES (4) BATTLES 16" x 48" OR 48" x 16" FIBER CEMENT PANEL	SW625 HOGGY DAY
HORIZONTAL FLOOR BAND, FASCIA, GUTTERS, ROOF AND DECK TRIM	SW120 BLACK FOX
FIBER CEMENT LAP SIDING 6" REVEAL LAP PATTERN	MAIN BODY - ALL APARTMENTS SW647 FAVORITE TAN
CULTURED STONE	MAIN BODY - CLIMBER SW709 GAUNTLET GRAY
ADHERED STONE	ACCENT - SW641 QUIVER TAN
	ACCENT - SW705 GRAY AREA
	ACCENT - SW625 HOGGY DAY
	MULTI MATERIALS COUNTRY LEDGESTONE BEDDOR DAY

GENERAL COLOR NOTES:
 1. ALL WINDOWS TO BE VINYL - "CLAY"
 2. ALL BUILDING TRIM AND DOWNSPOUTS TO MATCH ADJACENT EXISTING COLOR (UNLESS OTHERWISE NOTED)
 3. STANDING SEAM METAL ROOF - TAYLOR METAL - "COOL"
 4. SIMPER TECH - KONAOK BROWN
 5. APPLICABLE FIRST COAT OF PAINT TO BE APPLIED BEHIND STONE VENEER BEFORE INSTALLATION OF STONE

A EXTERIOR FINISH SCHEDULE
 SCALE: NTS



B KEY PLAN
 SCALE: 1" = 100'-0"

Bldg G6 6 plex

Titan Hill – Town Home Elevations and Floor Plans - Exhibit 64(b)



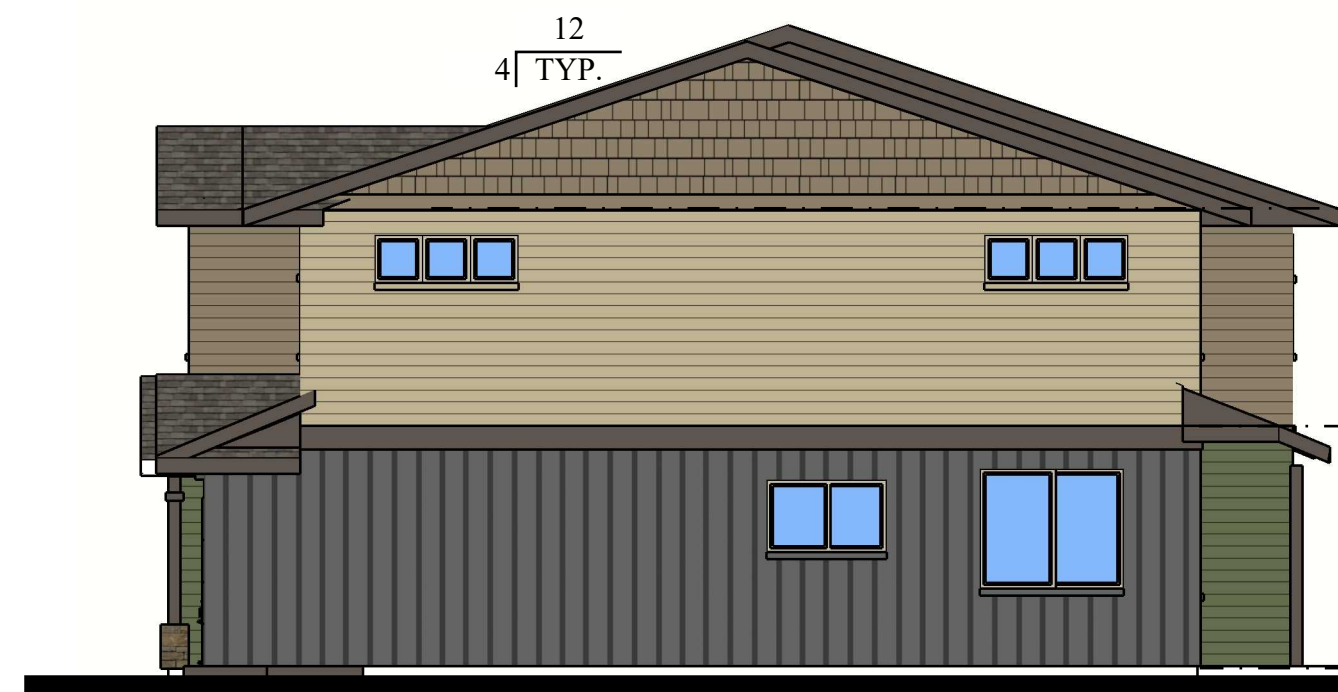
5 PERSPECTIVE
NTS



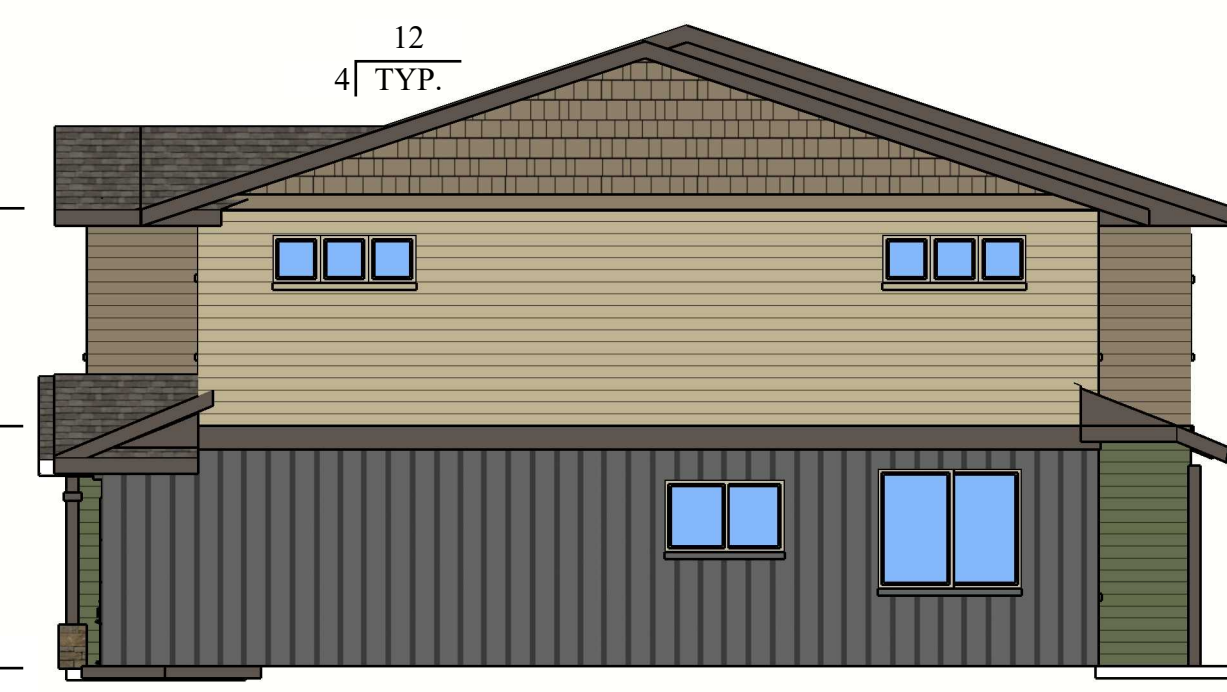
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2 REAR ELEVATION
SCALE: 1/8" = 1'-0"



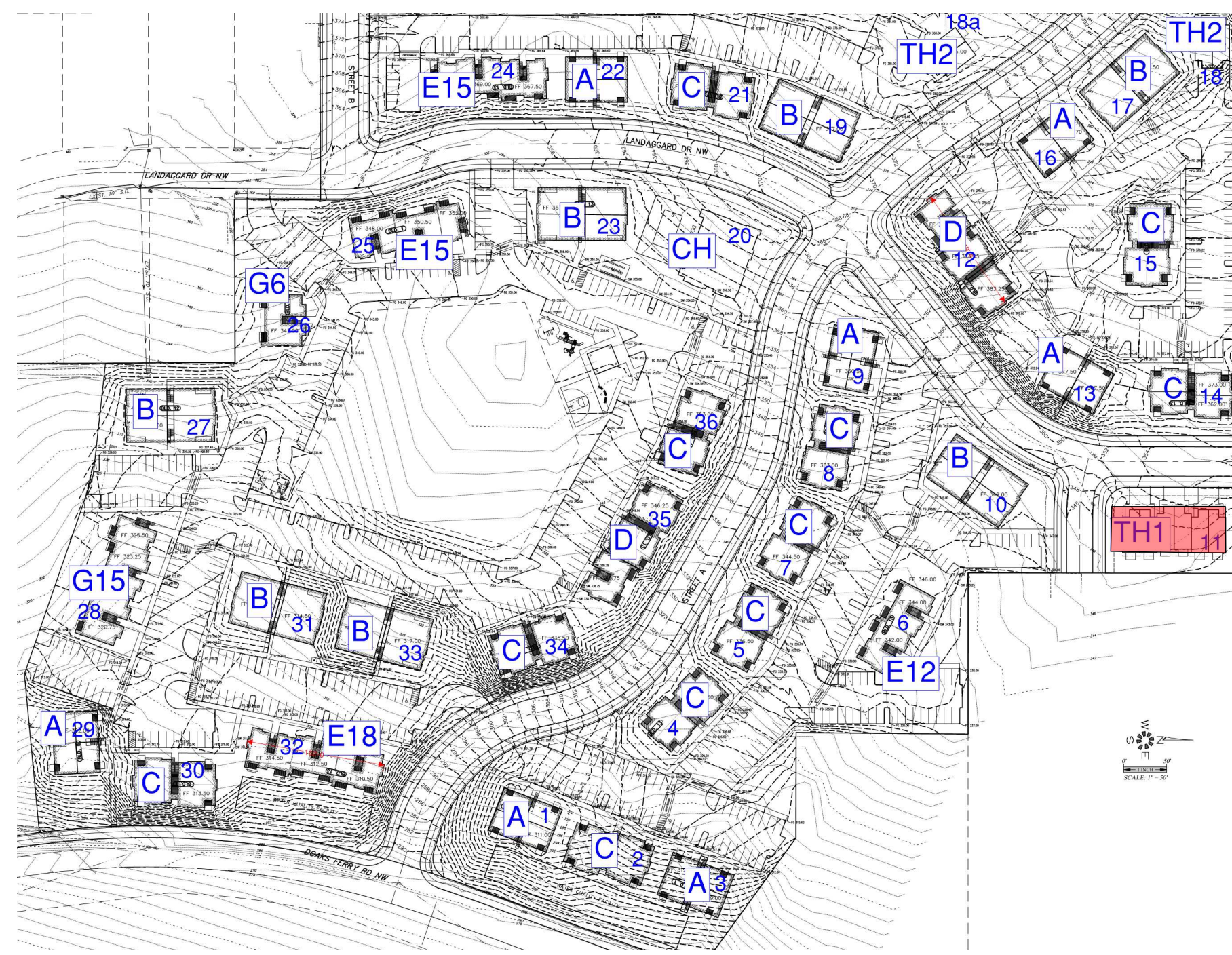
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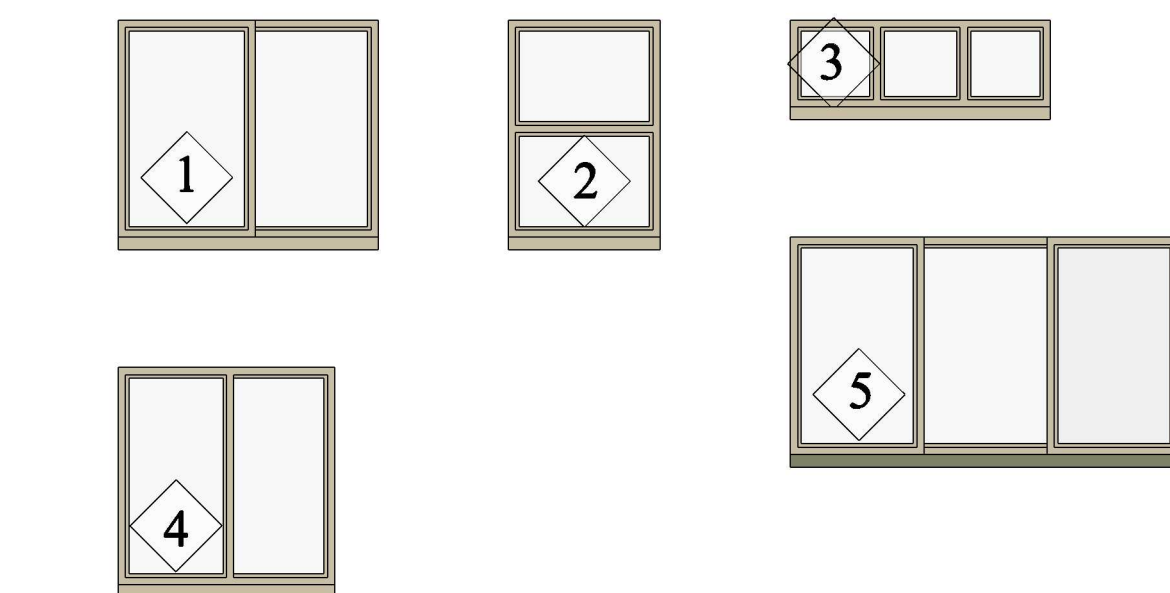
4 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



6 PLAN - BLDG TH-6
NTS



B KEY PLAN
SCALE: 1" = 100'-0"

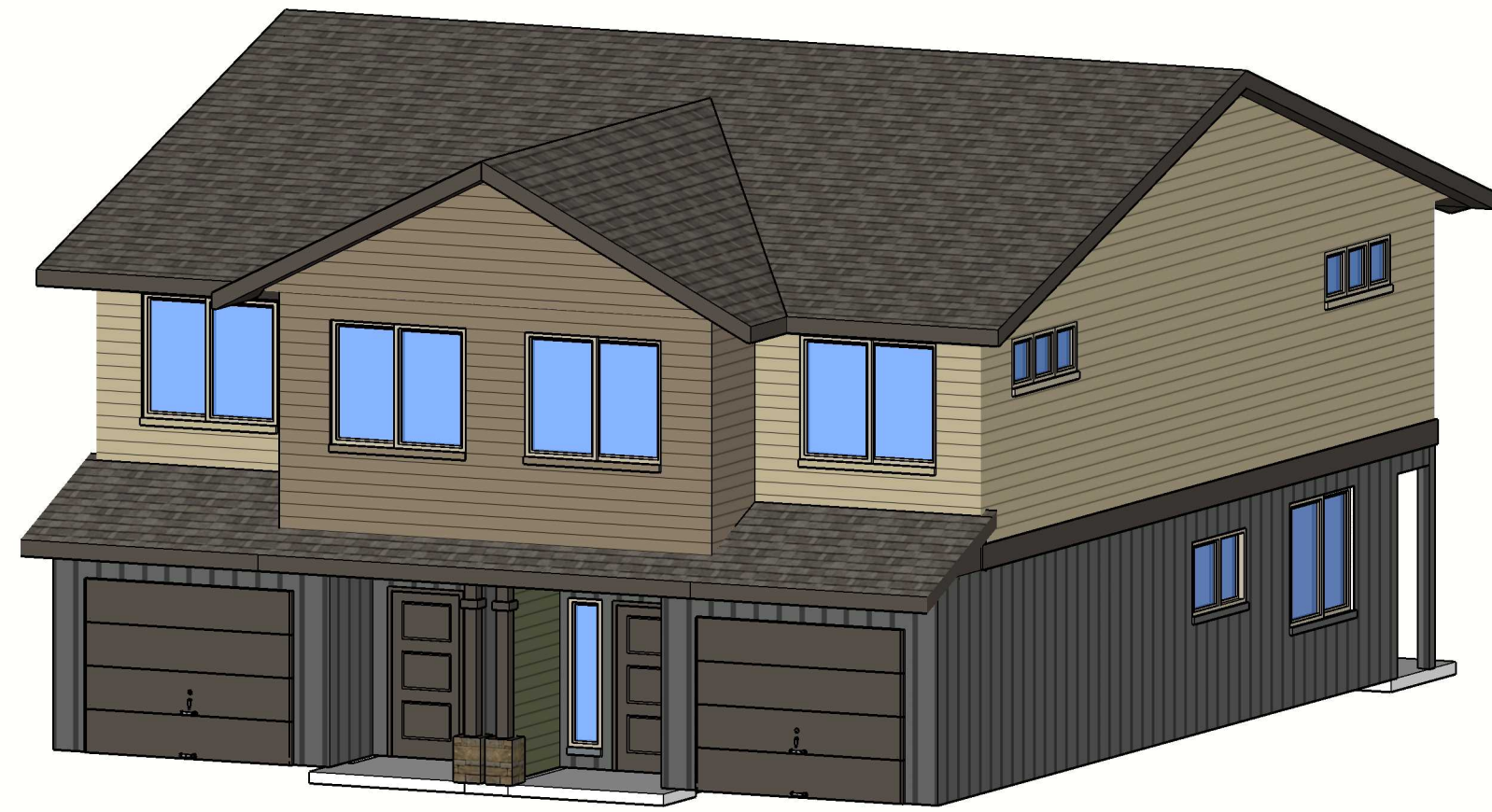


MATERIAL	COLOR
ARCH. COMPOSITION SHINGLES	OWENS CORNING
FIBER CEMENT BOARD AND BATTEN	BLACK
1x3 BATTENS 16" oc ON	SW6235 FOGGY DAY
4x8 FIBER CEMENT PANEL	SW7020 BLACK FOX
HORIZONTAL FLOOR BAND, FASCIA, GUTTERS, SOFFIT AND DECK TRIM	MAIN BODY - ALL APARTMENTS
	SW6157 FAVORITE TAN
	MAIN BODY - CLUBHOUSE
	SW7019 GAUNTLET GRAY
	ACCENT - SW6151 QUIVER TAN
	ACCENT - SW7052 GRAY AREA
	ACCENT - SW6235 FOGGY DAY
	ACCENT - SW6158 OAKMOSS
	MUTUAL MATERIALS
	COUNTRY LEDGESTONE
	HUDSON BAY

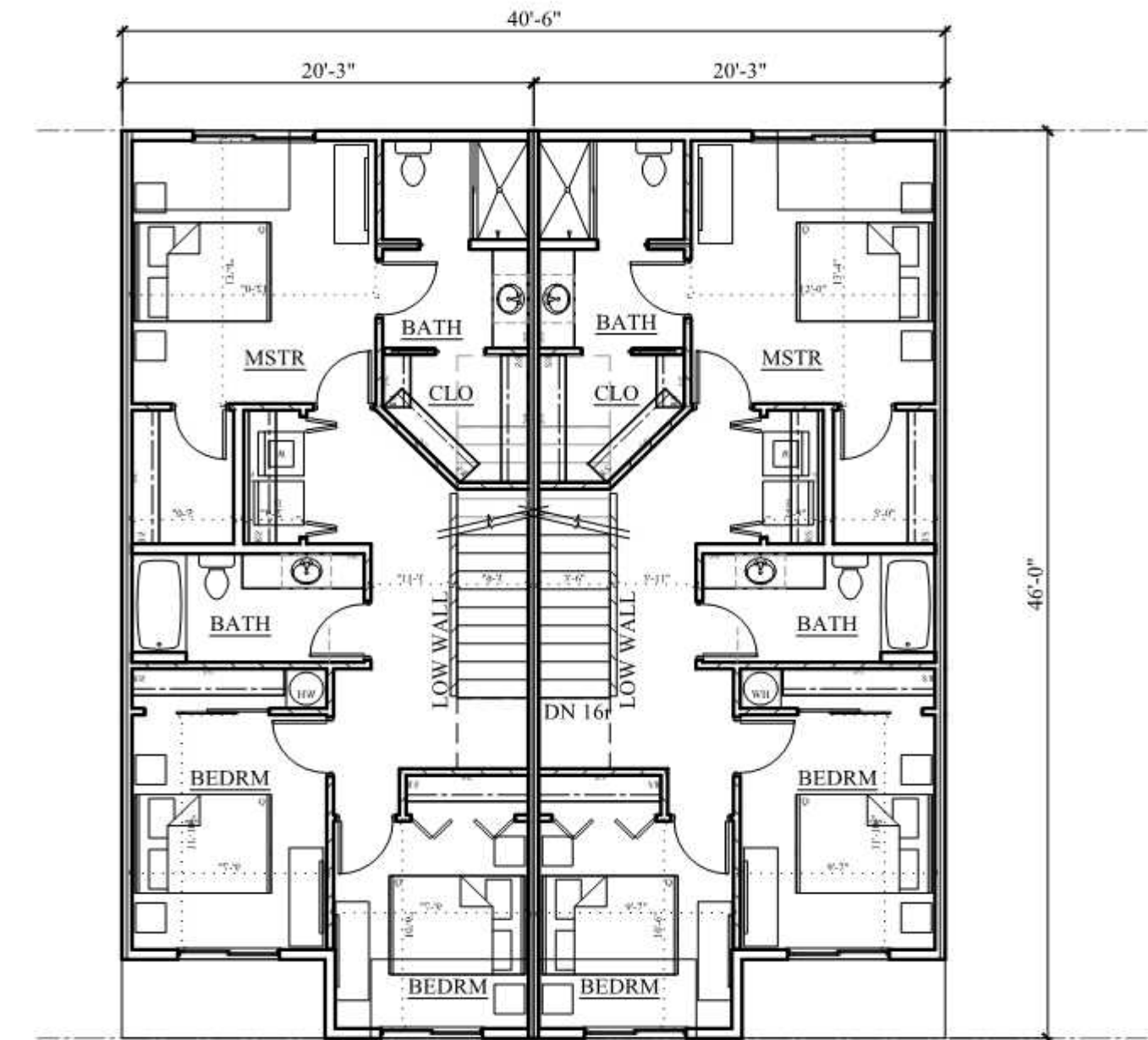
A EXTERIOR FINISH SCHEDULE
SCALE: NTS

LOCATION: M:\Drawing\Project\2203 Titan Hill\3D\LAYOUT\A400 Townhomes- Land Use Layout - A510

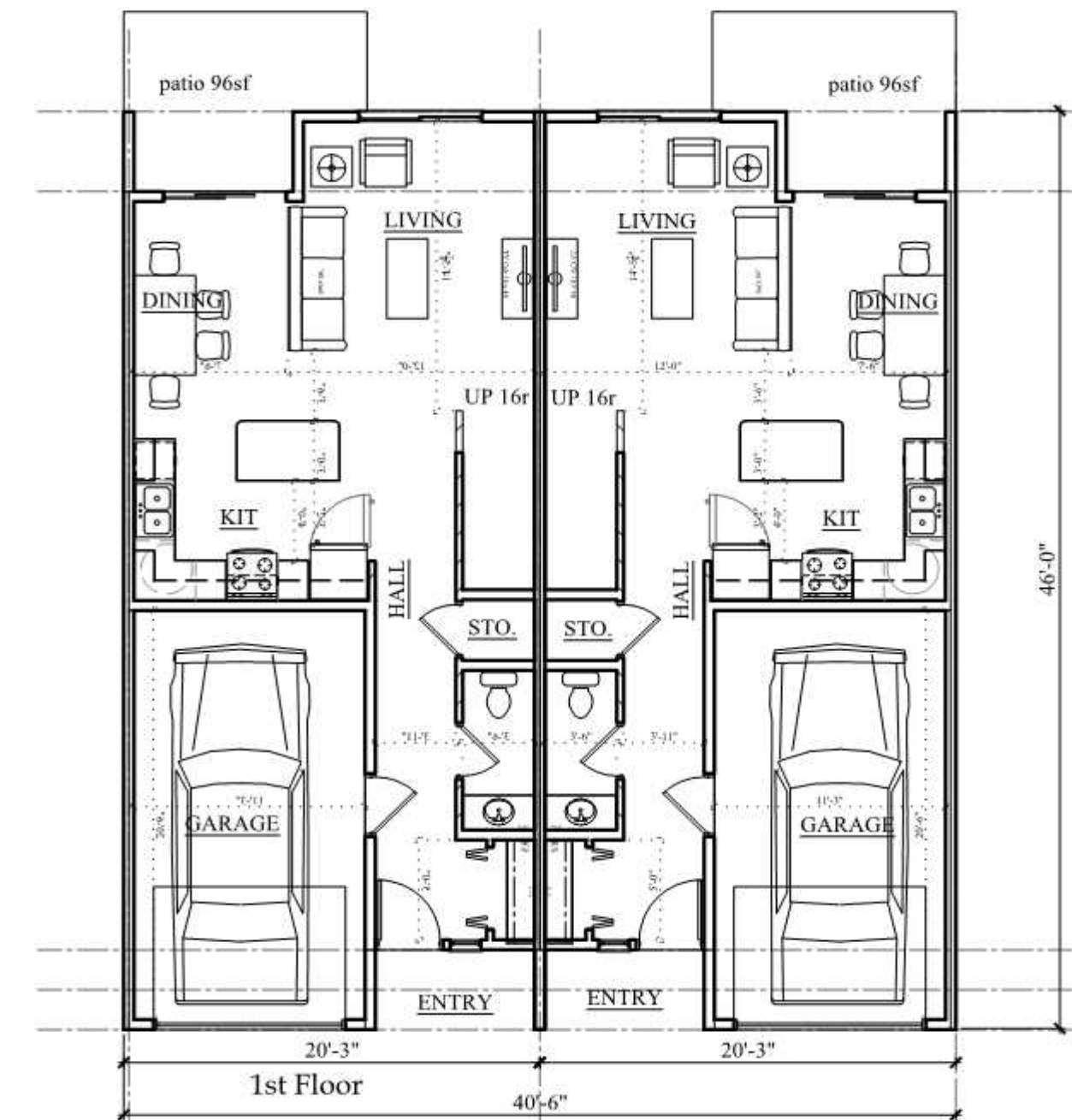
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PRINTED: September 1, 2022



5 PERSPECTIVE
NTS

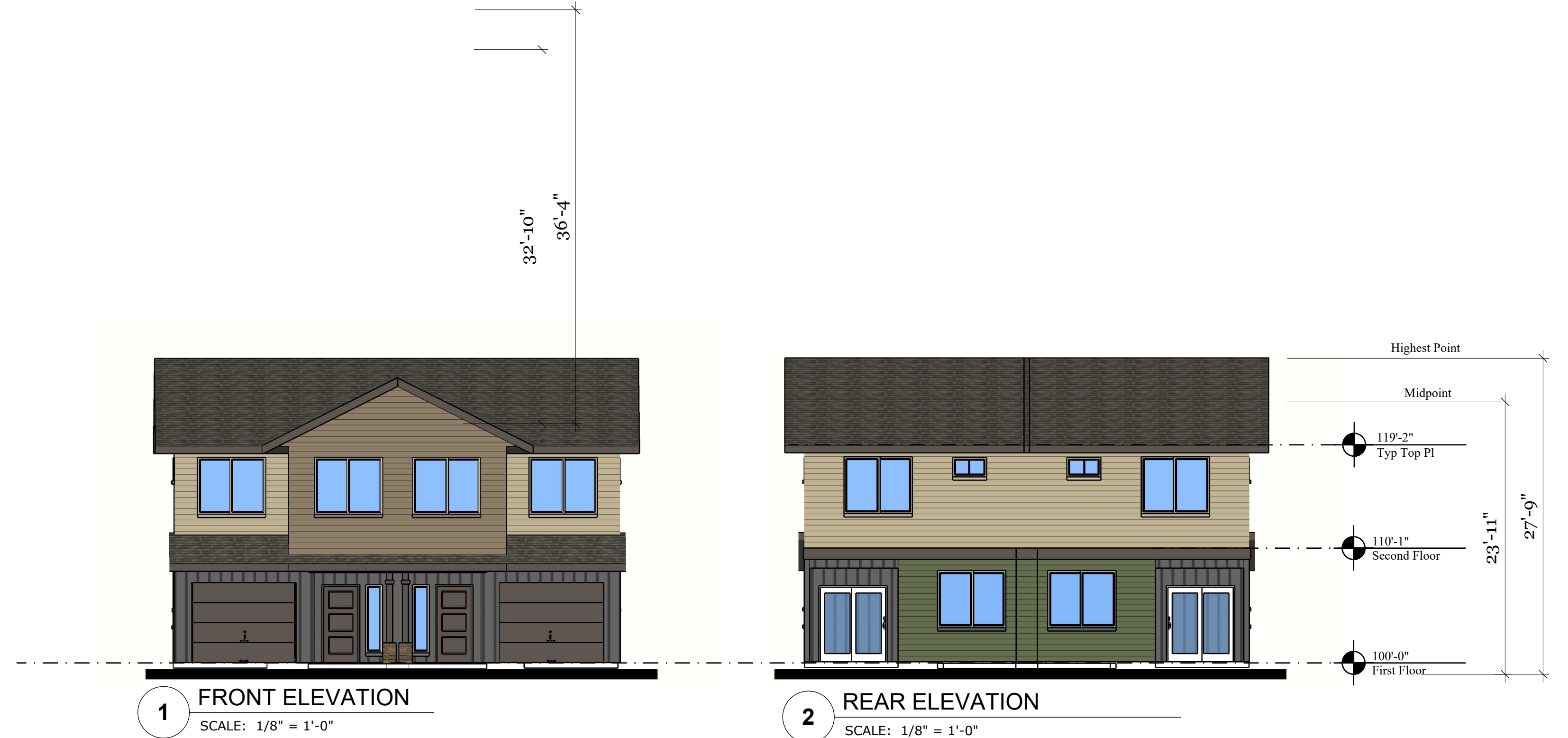


2nd Floor



TH-D 3br/2.5ba
1494sf

6 PLAN - BLDG TH-2 (Bldg18a)
NTS

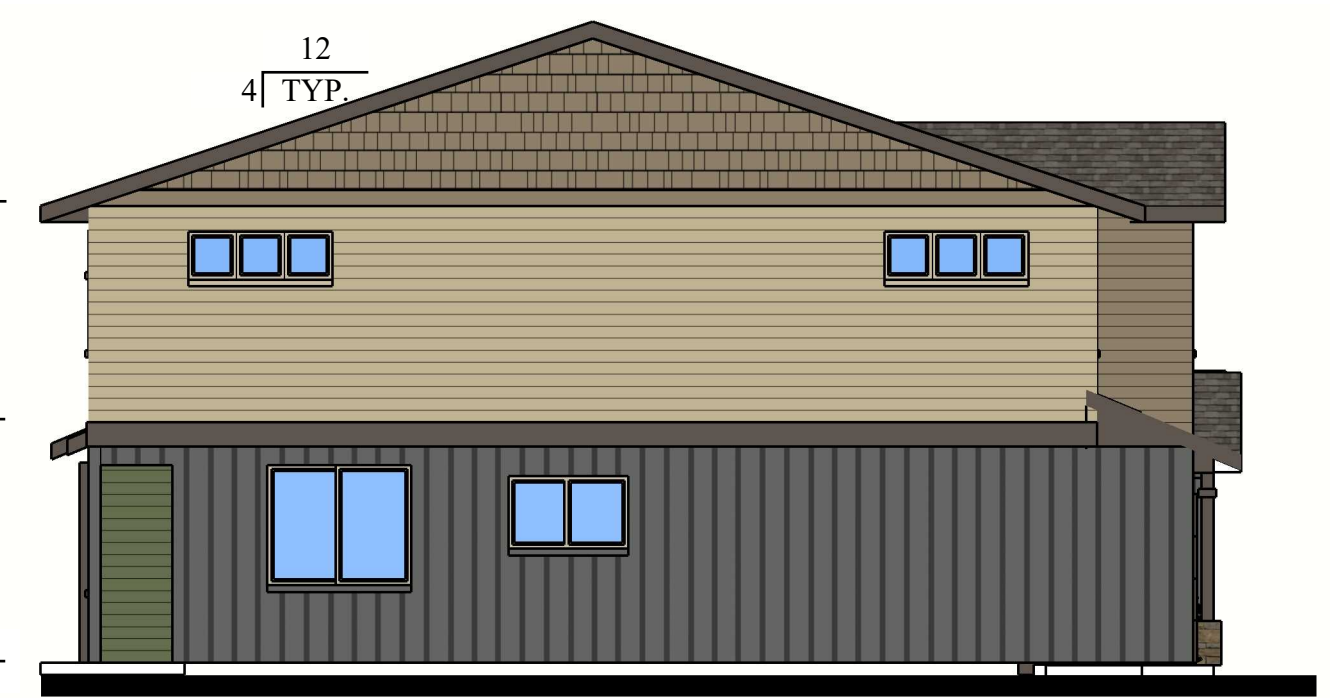


1 FRONT ELEVATION
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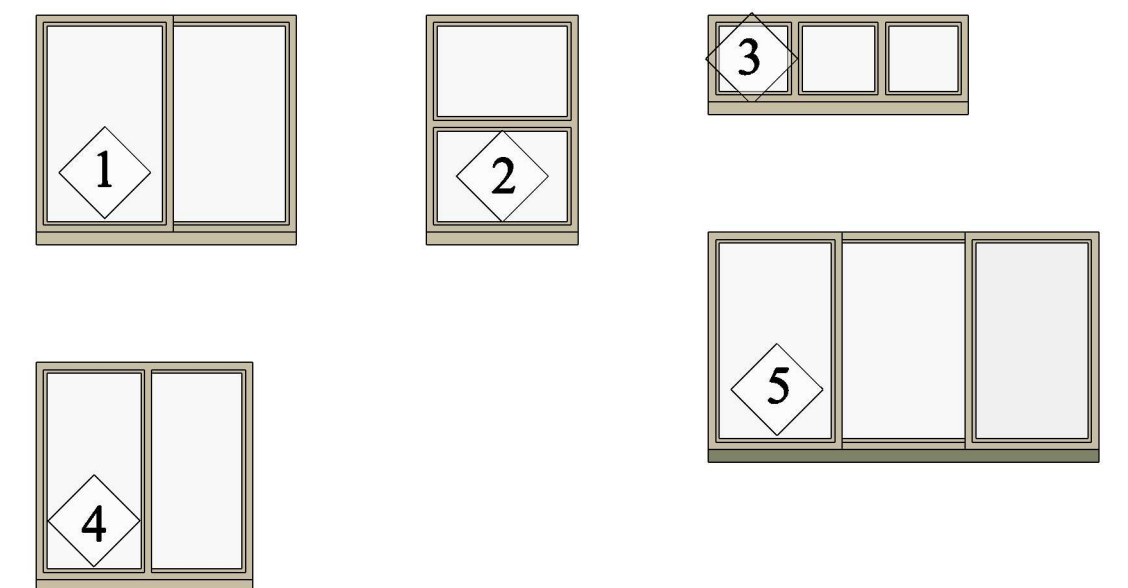
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3 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



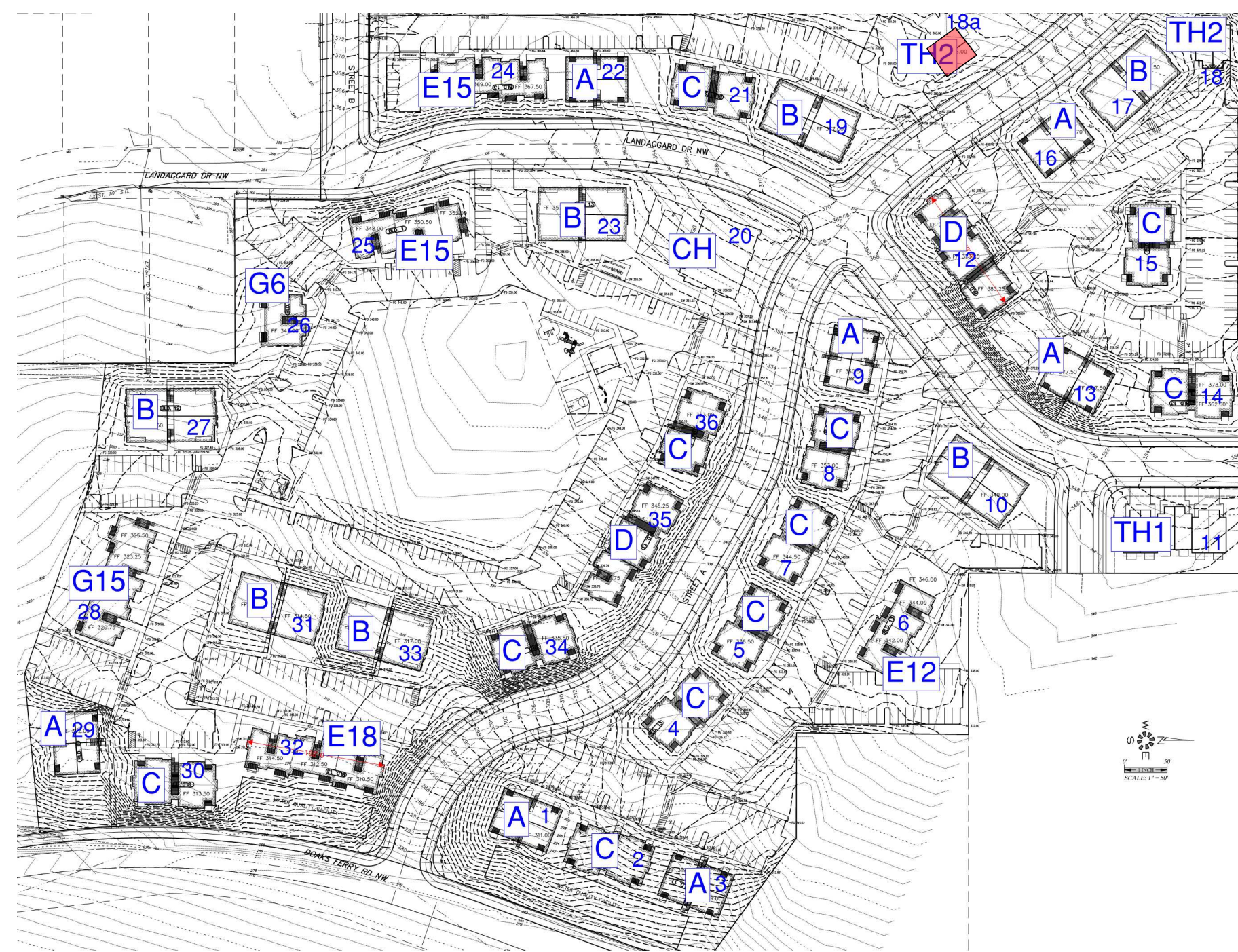
4 LEFT ELEVATION
SCALE: 1/8" = 1'-0"



MATERIAL	COLOR
ARCH. COMPOSITION SHINGLES	OWENS CORNING
FIBER CEMENT BOARD AND BATTEN	BLACK
1x3 BATTENS 16" oc ON	SW6235 FOGGY DAY
4x8 FIBER CEMENT PANEL	SW7020 BLACK FOX
HORIZONTAL FLOOR BAND, FASCIA, GUTTERS, SOFFIT AND DECK TRIM	MAIN BODY - ALL APARTMENTS SW6157 FAVORITE TAN
	MAIN BODY - CLUBHOUSE SW7019 GAUNTLET GRAY
	ACCENT - SW6151 QUIVER TAN
	ACCENT - SW7052 GRAY AREA
	ACCENT - SW6235 FOGGY DAY
	ACCENT - SW6158 OAKMOSS
	MUTUAL MATERIALS COUNTRY LEDGESTONE HUDSON BAY

GENERAL COLOR NOTES:
1. ALL WINDOWS TO BE VINYL - "CLAY"
2. ALL BUILDING TRIM AND DOWNSPOUTS TO MATCH ADJACENT
CLADDING COLOR UNLESS OTHERWISE NOTED
3. STANDING SEAM METAL ROOF - TAYLOR METAL - "COOL"
ARMOR TECH - KODIAK BROWN
4. PAINT ALL EXPOSED STEEL CONNECTORS
5. APPLY FIRST COAT OF PAINT TO TRIM SIDING BEHIND STONE
VENEER BEFORE INSTALLATION OF STONE

A EXTERIOR FINISH SCHEDULE
SCALE: NTS



B KEY PLAN
SCALE: 1" = 100'-0"

Townhome Duplex Bldg18a

REVISIONS:

PRELIMINARY
NOT FOR
CONSTRUCTION
September 1, 2022

PROJECT TITLE:

Salem, OR

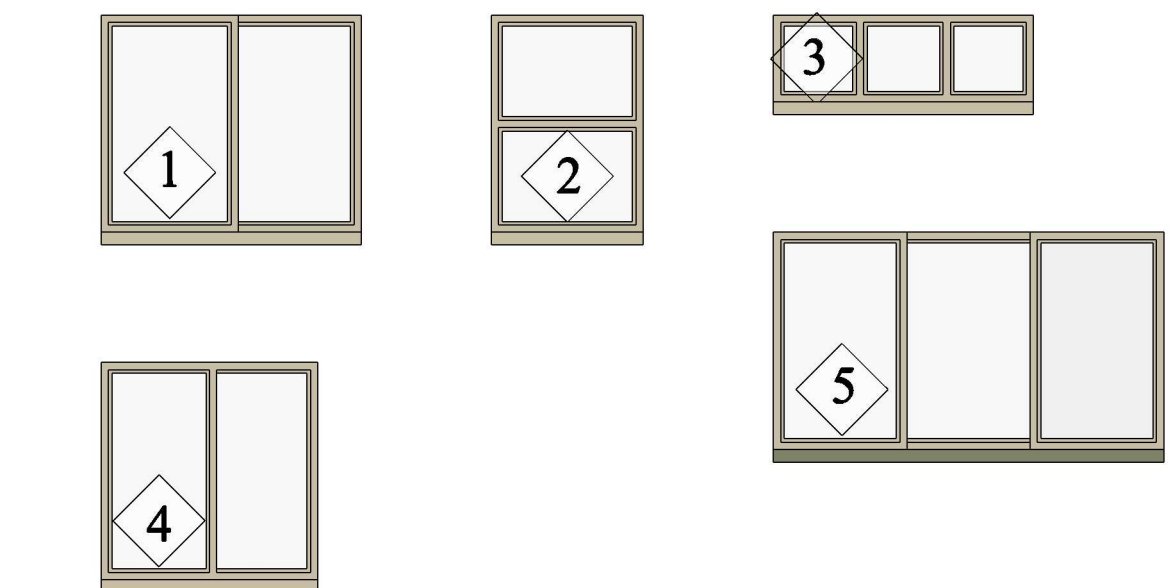
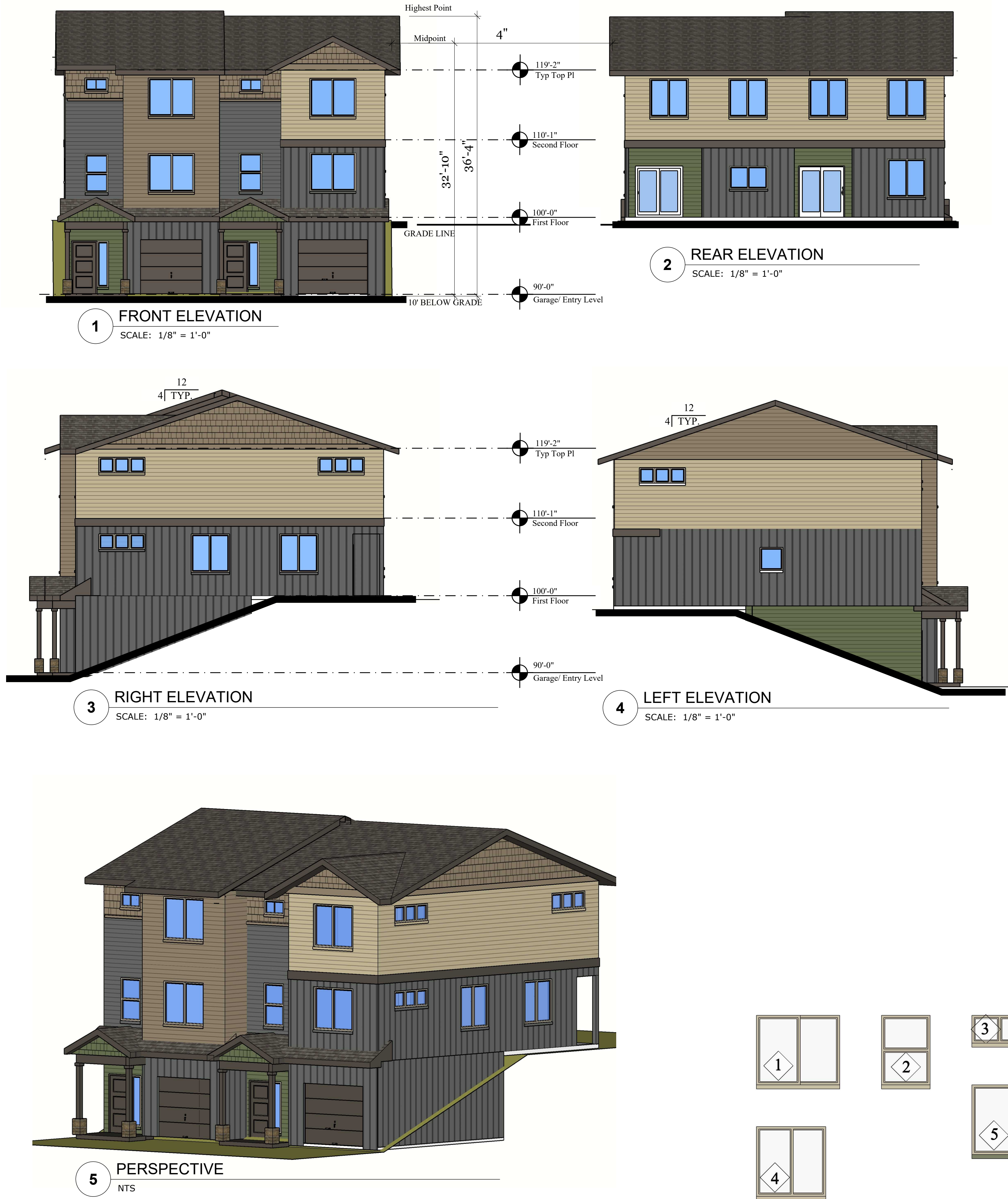
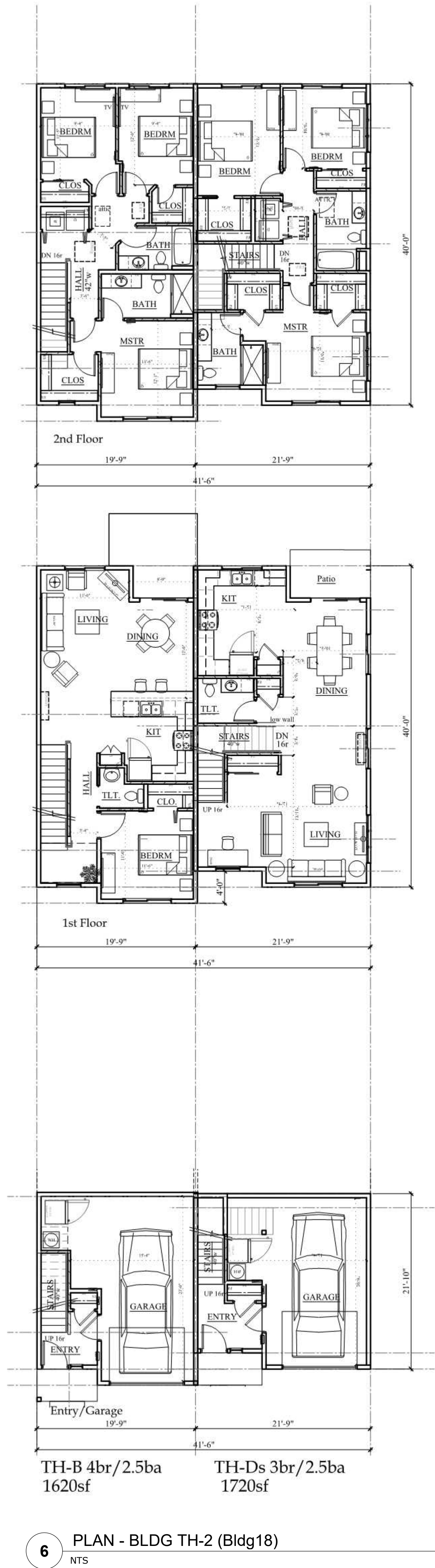
Titan Hill Apartments

SHEET TITLE:
EXTERIOR
ELEVATIONS

DRAWN BY	SHEET:
BLAWN	
PROJECT #	A510
2203	
DATE	
N	

LOCATION: M: Drafting/Project/2203 Titan Hill/3D/Layout/A400 Townhomes- Land Use/ Layout - A520

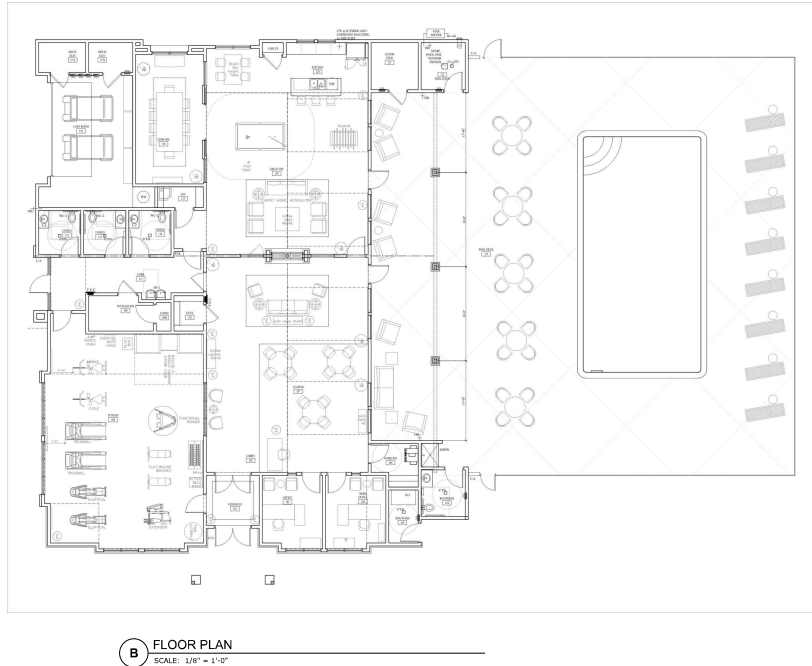
LAST SAVED: September 1, 2022
PRINTED: September 1, 2022



MATERIAL	COLOR
ARCH. COMPOSITION SHINGLES	OWENS CORNING BLACK
FIBER CEMENT BOARD AND BATTEN 1x3 BATTENS 16" oc ON 4x8 FIBER CEMENT PANEL	SW6235 FOGGY DAY
HORIZONTAL FLOOR BAND, FASCIA, GUTTERS, SOFFIT AND DECK TRIM	SW7020 BLACK FOX
	MAIN BODY - ALL APARTMENTS SW6157 FAVORITE TAN
	MAIN BODY - CLUBHOUSE SW7019 GAUNTLET GRAY
	ACCENT - SW6151 QUIVER TAN
	ACCENT - SW7052 GRAY AREA
	ACCENT - SW6235 FOGGY DAY
	ACCENT - SW6158 OAKMOSS
	MUTUAL MATERIALS COUNTRY LEDGESTONE HUDSON BAY
CULTURED STONE ADHERED STONE	
GENERAL COLOR NOTES:	
1. ALL WINDOWS TO BE VINYL - "CLAY"	
2. ALL BUILDING TRIM AND DOWNSPOUTS TO MATCH ADJACENT CLADDING COLOR UNLESS OTHERWISE NOTED	
3. STANDING SEAM METAL ROOF - TAYLOR METAL - "COOL"	
4. PAINT ALL EXPOSED STEEL CONNECTORS	
5. APPLY FIRST COAT OF PAINT TO TRIMSIDING BEHIND STONE VENEER BEFORE INSTALLATION OF STONE	
A EXTERIOR FINISH SCHEDULE	
SCALE: NTS	

Townhome Duplex Bldg18

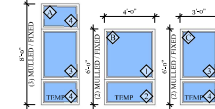
LAST SAVED: September 2, 2022
PRINTED: September 7, 2022



GENERAL COLOR NOTES:

1. ALL WINDOWS TO BE VINYL - "CLAY"
2. ALL BUILDING TRIM AND DOWNSPOUTS TO MATCH ADJACENT CLADDING COLOR UNLESS OTHERWISE NOTED
3. STANDING SEAM METAL ROOF - TAYLOR METAL - "COOL" ARMOR TECH - KODIAK BROWN
4. PAINT ALL EXPOSED STEEL CONNECTORS.
5. APPLY FIRST COAT OF PAINT TO TRIMMING BEHIND STONE VENEER BEFORE INSTALLATION OF STONE

A SCALE: NTS



WINDOW HEAD HEIGHT @ 8'-0"
ABOVE FINISHED FLOOR,
UNLESS OTHERWISE NOTED
(SEE FLOOR PLANS & SECTIONS
FOR ADDITIONAL INFORMATION)

NOTES:

1. ALL EXT WINDOWS TO BE FLASHED PER MFR REQ'T.
SEE DETAIL SHEETS A810, A813 & A815.
2. ALL OPERABLE WINDOWS TO HAVE 1/6" MESH SCREENS.
3. ALL EXTERIOR WINDOWS ARE VINYL DBL GLAZED INSUL.
4. SET OPERABLE WINDOW TENSION TO 300#.
5. SEE SHEET A810 FOR TYP. WINDOW DETAILS.
6. TYP. WINDOW HEAD HEIGHT 8'-0" A.F.F. UNLESS NOTED OTHERWISE.

B SCALE: NTS

Clubhouse

BONAVENTURE
Senior Housing

PRELIMINARY
NOT FOR
CONSTRUCTION
September 2, 2022

PROJECT TITLE: Salem, OR

Titan Hill Apartments

SHEET TITLE:
EXTERIOR
ELEVATIONS

DRAWING NO: SHEET NO: REVISED TO NO: 2203 DATE: BY:	SHEET: <h1>A400</h1>
--	-----------------------------

Titan Hill – Preliminary Grading Plan
- Exhibit 65



PRELIMINARY LOT GRADING
PLAN

DOAKS FERRY SUBDIVISION

NO CHANGES, MODIFICATIONS
OR REPRODUCTIONS TO BE
MADE TO THESE DRAWINGS
WITHOUT WRITTEN
AUTHORIZATION FROM THE
DESIGN ENGINEER.
DIMENSIONS & NOTES TAKE
PRECEDENCE OVER
GRAPHICAL REPRESENTATION.

Design:	M.D.G.
Drawn:	M.K.D.
Checked:	J.J.G.
Date:	OCT. 2019
Scale:	AS SHOWN



JOB # 6773
SDR07

**PRELIMINARY DRAINAGE REPORT
FOR**

TITAN HILL APARTMENTS
Salem, Oregon

Prepared For:
HSF Development, LLC
3425 Boone Road SE
Salem, Oregon 97317

September 7, 2022



Renew date: 10.30.2023



1155 13th Street SE
Salem OR 97302

PHONE: (503) 363-9227
FAX: (503) 364-1260
EMAIL: NJanney@mtengineering.net

The Doaks Ferry Subdivision development is a proposed 722-unit apartment complex located near the northwest corner of Orchard Heights NW and Doaks Ferry Road. The parcel of land to be developed is a 26.3-acre portion of Tax Lot 400 of Polk County Assessor's Map 7.3.17B.



Green Stormwater Infrastructure (GSI) to the Maximum Extent Feasible (MEF) is being used for the new developed area per City of Salem Administrative Rules, Chapter 109, Division 004, Stormwater System, Appendix 4E (Standards). Stormwater flow control and water quality facilities will be constructed to meet the City of Salem standards. The report outlines the methods that have been used for the preliminary design. Detailed design information will be forthcoming. The design will conform with the City of Salem requirements for both detention and water quality.



EXISTING CONDITIONS

The 26.3-acre site is irregular in the shape. Surface conditions consists of grass, brush and minimal trees. There are no identified wetlands or sensitive areas located on the property. A topographical high point is located on the westerly side of the site. Drainage from this high point flows easterly towards Doaks Ferry Road. The maximum relief is approximately 88-feet with a high point elevation of 370. The abutting properties are zoned residential agriculture and neighborhood center mixed use with public improvements that include storm water conveyance systems. Appendix A contains multiple maps of the site.

Soils

The Natural Resources Conservation Service (NRCS) Soil Resource Report for Polk County was used to determine a Hydrological Soil Group classification for runoff calculations. The report identifies the site soils to be Dupee, Jory, Nekia, and Ritner soils. All the soils are in the hydrologic soil group C. The report is in Appendix B.

Infiltration

Infiltration testing will be performed at the proposed storm facilities to determine percolation rates of the soils. Test results will likely yield rates below 0.50 inches per hour. These tests will be done prior to the final design. Facilities have been sized based on little to no infiltration into native soil.

WATER QUALITY METHODOLOGY

Because of the potential poor percolation rates of the soils and natural steep slopes that dominate the site, preliminary green stormwater facilities are designed as volume control facilities with filtration capabilities. This will be accomplished through the use of street-side planter boxes and large planter filtration systems located in tracts adjacent to the apartment project.

WATER QUALITY ANALYSIS

Water quality flow rates will be calculated with HydroCAD 10.10-6a. The SCS TR-20 Unit Hydrograph method will be used to generate the hydrographs. A Type 1A storm and a 24-hour rainfall depth of 1.38 inches per hour will be used to determine the water quality flow rate.

WATER QUALITY DESIGN

The proposed rain garden filtration planters will provide water quality treatment by allowing for the removal of pollutants through sedimentation, adsorption onto surrounding vegetation, filtration and biological uptake. The planters will be designed per the City of Salem design standards.

STORMWATER QUANTITY ANALYSIS

Stormwater quantity (Flow Control) is proposed to be handled by on-site detention within the filtration planters. Runoff from the developed basins will be routed to the facility that ultimately controls runoff to pre-developed flow rates. Per Subsection 4.2(p)(3)(A) of the standards and Ordinance No. 8-20, one-half of the post development peak runoff rate of the two-year storm must be equal to or less than one-half of the peak runoff rate of the pre-developed two-year, 24-hour storm. This also applies to the 10, 25 and 100-year, 24-hour storm events. The pre-developed flow rates were calculated using HydroCAD 10.10-6a. Table 1 below lists the 24-hour rainfall depths used for the analysis of each storm event. Please note that the 2-year event was halved and then analyzed.

Table 1

Storm Event	24-hour Rainfall Depth (in)
2	2.2
10	3.2
25	3.6
100	4.4

For the pre-developed conditions, a time of concentration of 27.7 minutes was calculated for the site. The time of concentration data is in Appendix C. The calculations are incorporated in the HydroCAD output located in Appendix D. The entire area was classified as "City of Salem Pre-Development, HSG C" with a Curve Number (CN) of 72. A pre-developed basin map is in Appendix A.

The SCS TR-20 Unit Hydrograph method was used to generate the hydrographs. A Type 1A rainfall distribution was used with the above rainfall depths. Table 2 below identifies the allowable pre-developed release rate for each storm event.

Table 2

Storm Event	Site Allowable Release Rate (cfs)	Dalke release rates (cfs)	Total Allowable release rate (cfs)
1/2 of 2-year	0.07	0.01	0.08
10-year	2.67	0.29	2.96
25-year	3.87	0.40	4.27
100-year	6.54	0.63	7.17

The post-developed flow rates were calculated using HydroCAD 10.10. A time of concentration of 5 minutes was assumed for the site that drains into a single detention basin. The calculations are incorporated in the HydroCAD output located in Appendix D.

Impervious and landscaped areas were calculated from the site plan. Impervious area was assigned a curve number of 98. The landscaped areas correspond to a curve number of 74 based on ">75% Grass cover, HSG C".

Detention is provided through two detention facilities located near Doaks Ferry Road, in addition to some street side facilities located along Landagaard and the short stub street to the east. These facilities will ensure that the allowable predeveloped outflow is achieved for the project as a whole.

DETENTION SYSTEM

Runoff will be detained by multiple combination facilities.


Runoff will be directed to the detention systems using conveyance pipes and catch basins.

Flow control is achieved with multiple orifices in a standard City of Salem control structure. The sizing of the orifice uses the standard orifice equation provided in the City of Salem Stormwater Management Manual.

The combination of these facilities will be able to detain the developed runoff up to the 100 year and release the runoff at pre-developed rates, per Subsection 4.2(p)(3)(A) of the standards.

STORMWATER QUALITY ANALYSIS

Water quality flow rates were calculated using HydroCAD 10.10-6a. The SCS TR-20 Unit Hydrograph method was used to generate the hydrographs. A Type 1A rainfall distribution was used with a 1.38 rainfall depth.



As mentioned in discussing detention, there are multiple facilities provided water quality for this project. All facilities will be combination facilities providing both detention and water quality treatment. All facilities will likely have capacity to treat future upstream runoff.

All filtration facilities will be constructed per City of Salem standards.

CONVEYANCE

All storm water conveyance systems will be designed to convey flows for the required design storm events. In addition, significant off-site acreage historically flows through the proposed development. The conveyance system will be designed to carry these flows per City design standards.

CONCLUSION

Based on the presented information, the proposed design will meet the water quality and quantity standards. If there are any questions regarding this analysis or the design, please contact Matthew Hendrick at Multi/Tech Engineering by phone at (503) 363-9227 or via e-mail at mhendrick@mtengineering.net.



July 20, 2018

Mr. Daniel Dobson
Director of Business Development
Bonaventure
3425 Boone Road SE
Salem, Oregon 97317

Dear Mr. Dobson:

**Re: Proposal, Geotechnical Investigation and Phase I Environmental Site Assessment Services,
Proposed Residential Subdivision Development Site, Tax Lot No. 400, Orchard Heights
Road NW and Doaks ferry Road NW, Salem (Polk County), Oregon**

Introduction

At the request of Mr. Daniel Dobson of Bonaventure, **Redmond Geotechnical Services, LLC** is pleased to submit to you for your consideration our proposal to perform Geotechnical Investigation (Engineering) and Environmental Site Assessment (Phase I ESA) services at the above subject proposed new single-family residential subdivision development site. The proposed new residential development property reportedly consists of one (1) existing tax lot (TL 400) totaling approximately 36.74 acres and is located to the north of Orchard Heights Road NW and east of the intersection with Doaks Ferry Road NW in Salem (Polk County), Oregon.

Project Description

Although the project is still in the preliminary planning stages, we understand that present plans for the project will consist of the development of a new residential subdivision. Reportedly, the residential subdivision Concept Plan prepared by AKS Engineering & Forestry, LLC indicates that full development of the subject property could result in the construction of approximately one hundred and forty-three (143) new single-family residential home sites (lots). However, under the Neighborhood Commercial Mixed Use (NCMU) plan, we understand that the master plan for the subject property also allows for partial development across the southerly approximate 15 acre portion of the site with a wide range of commercial uses including some compact residential development (row houses and duplexes) as well as some retail and/or office use. Additionally, we understand that the southerly portion of the site could be developed with some assisted living and/or educational/medical services.

We envision that the new single-family residential homes will likely be two- and/or three-story wood-frame structures with raised wooden post and beam floors. However, development of the NCMU portion of the site could include single- and/or three-story wood-frame structures with concrete slab-on-grade floors. Support of the single-family residential and/or commercial structures is anticipated to consist of conventional shallow continuous (strip) and individual (spread) column-type footings. However, due to the sloping site grades and/or existing topography of the site, we envision that some of the new residential and/or commercial structures may also include partial and/or below grade levels. As such, the use of some below grade retaining walls is anticipated for the project. Structural loading information, although currently unavailable, is expected to be fairly typical for these types of single- and/or three-story wood-frame residential and/or commercial structures and should generally result in maximum dead plus live continuous (strip) and individual (spread) column-type footings loads on the order of about 2.0 to 3.5 kips per lineal foot (klf) and 10 to 50 kips, respectively.

Additionally, we understand that the project will also include new paved surfaces for new public street improvements as well as private vehicle access drive and parking areas. Further, we understand that development of the site will also include the collection of storm water from hard and/or impervious areas (i.e., roofs and pavements) for on-site treatment and possible disposal.

Earthwork and grading operations associated with bringing the property to finish design grades are unknown at this time. However, based on the existing site grades and/or topographic features, we generally anticipate the site grading for the project to result in both cuts and/or fills in the range of about five (5) to ten (10) feet .

The subject site is presently unimproved and void of existing buildings and/or structures. Topographically, the site is generally characterized as gently to moderately sloping terrain (i.e., 10 to 25 percent) descending downward towards the east/northeast with overall topographic relief estimated at about one hundred and thirty (130) feet. Additionally, we understand that the subject property contains an existing seasonal drainage basin and pond within the southeasterly portion of the site. Vegetation across the site generally consists of farm and/or agricultural use including hay production across the southerly portion of the site and orchard use across the northerly portion of the site. However, the easterly and portions of the northerly and westerly site boundaries include a relatively dense growth of ground cover and trees.

Qualifications

We believe that **Redmond Geotechnical Services, LLC** is well qualified to provide the requested Geotechnical Engineering and Environmental Consulting services for this project based on our extensive past experience with numerous other residential and/or commercial development projects throughout Oregon, Washington and California.

Our 39-years of consulting experience in the Geotechnical and Environmental services field on all aspects required for each project have resulted in the development of established and proven relationships for our clients.

Our project management approach is structured to achieve specific goals and to provide high quality consulting services in a timely and cost-effective manner. The company takes particular pride in the realistic and practical approach we bring to all of our geotechnical and environmental studies.

All geotechnical engineering and environmental services provided for this project, including project manager, designated investigation team, and quality control supervisor, will be performed by Daniel M. Redmond, P.E., G.E.

Mr. Redmond has over 39 years of geotechnical investigation and construction monitoring experience (see attached personal resume) in the Pacific Northwest and is extremely knowledgeable in the processes of the City of Salem and/or Polk County and throughout the State of Oregon.

Scope of Work

The subject property is consists of gently to moderately sloping terrain and is believed to be located with a potential Geologic Hazard area. Based on the above, we propose to perform the Geotechnical Investigation Study by means of a detailed site reconnaissance and geologic mapping of the property, review of available geologic maps and/or reports for the area as well as a review of available aerial photographs of the site. Additionally, the excavation of test pits will also be performed at various locations across the proposed improvement area(s). The results of our work will be presented in a formal written report summarizing our findings with regard to any known hazards or impacts as well as possible mitigation of the known hazards or impacts, if present. Specifically, we propose the following scope of work items:

1. Site reconnaissance and field exploration consisting of approximately fifteen (15) to twenty (20) exploratory test pits which will be excavated across the site in such a way as to develop the best overall characterization of the subsurface soil and groundwater conditions. The test pit explorations will generally be excavated to depths ranging from about eight (8) to ten (10) feet beneath existing site grades with track-mounted excavating equipment. Additionally, field infiltration will also be performed within four (4) or more of the test pits at the time of excavating in accordance with current EPA and/or the City of Salem Public Works Encased Falling Head test method(s). Further, representative samples of the subsurface soils encountered within the exploratory test pits will be collected at selected depths and/or intervals and returned to our laboratory for further examination and testing.

2. A laboratory testing program on representative soil samples obtained from the test pit explorations for use in classification of the subgrade soils and an evaluation of their engineering strength properties. We envision that the laboratory testing program will include tests to help evaluate the nature (field) moisture content and dry density characteristics, maximum dry density determinations, gradation analysis and/or Atterberg Limits determinations, unconfined compressive tests and/or consolidation tests as well as direct shear strength tests and "R"-value tests.
3. Engineering analyses and preparation of our final written report presenting the results of our investigation along with pertinent design and construction recommendations. Our report will address recommendations for site preparation and grading including any over-excavation of any unsuitable subgrade soils that may be revealed by the test pit explorations, placement and compaction of any required structural fill materials, and preparation of pavement, footing, and floor slab areas. Criteria for any import fill materials and an evaluation of the suitability of the existing on-site subgrade soils for use as structural fill will also be provided. Additionally, seismic design parameters will also be provided for the proposed new residential and/or commercial structures.
4. Recommendations regarding foundation design and support for the proposed new residential and/or commercial structures. Our recommendations will include allowable contact bearing pressures for proportioning footings, minimum footing width and embedment depths, estimated foundation settlements as well as lateral earth pressures for any below grade and/or retaining wall structures. Additionally, we will provide specific pavement design recommendations for private access drive and parking areas as well as new public street improvement areas associated with the proposed new residential and/or commercial development site.

Environmental

We will perform a Phase I Environmental Site Assessment (Phase I ESA) for the subject property to identify, to the extent feasible, the possible presence of hazardous materials (recognized environmental conditions), either on-site or off-site, which could affect the subject property. The Phase I ESA will be performed in accordance with the ASTM Standard Practice for Phase I Environmental Site Assessments Process E-1527-13. The results of the Phase I ESA will be presented in a formal written report (2) hard copies and 1 electronic copy) which will include our findings with regard to possible site impacts and/or whether any further (Phase II ESA) assessment is recommended.

Schedule and Fees

Presently, we can begin the scope of work outlined above within about five (5) working days following your authorization to proceed, depending on the availability of the excavating subcontractor and following any required utility location work. We expect that the test pit exploration and field infiltration testing portion of our work will take no longer than about one full day to complete. Within about five (5) to seven (7) days following the field work, we will be in a position to provide you with our verbal recommendations. Our final written report would document all verbal recommendations and would be available no later than about three (3) weeks following the field work.

Fees for our services have been prepared based on time and materials in accordance with our Fee Schedule. However, for the scope of work outlined above, we have estimated the following fees for the project:

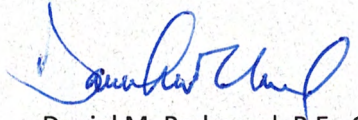
Geotechnical Investigation	\$6,800.00
Geologic Hazards Assessment	\$2,400.00
Phase I Environmental Site Assessment	\$2,400.00

The above estimated fees can be assumed as a Not-To-Exceed (NTE) estimate for the scope of work outlined above. Additionally, the above estimate includes the cost of the excavating subcontractor to assist with the exploratory test pit work.

In addition to the above, **Redmond Geotechnical Services, LLC (RGS, LLC)** provides a full range of construction inspection and materials testing related services which will be necessary and/or required during the construction phase for this project. Specifically, **RGS, LLC** is able to perform construction inspection and materials testing services during all aspects of the site grading and earthwork operations as well as preparation of the pavement grade and foundation bearing surfaces. Additionally, **RGS, LLC** can provide compaction testing of all structural fill materials placed for support of the planned new residential and/or commercial structures as well as any of the associated new on-site and/or off-site improvements.

We appreciate this opportunity to provide you with our proposal and estimated fees for this project and look forward to your favorable consideration of **Redmond Geotechnical Services, LLC** as your Geotechnical consultant. If you have any questions regarding this proposal or estimated fees, please do not hesitate to call.

Sincerely,



Daniel M. Redmond, P.E., G.E.
President/Principal Engineer

CONFIRMATION OF AUTHORIZATION

The scope of services and contractual conditions as described in this proposal are acceptable and Redmond Geotechnical Services, LLC is authorized to proceed. This proposal shall remain in effect for 90 days following the date of issuance.

Date

Client Name

Authorization Signature

Title

P.O. (If you wish to use one)

Our terms are net 30 days after invoicing