



LAND USE APPLICATION FORM

Type I (OCMC 17.50.030.A)

- Compatibility Review
- Lot Line Adjustment
- Non-Conforming Use Review
- Natural Resource (NROD) Verification

Type II (OCMC 17.50.030.B)

- Extension
- Detailed Development Review
- Geotechnical Hazards
- Minor Partition (<4 lots)
- Minor Site Plan & Design Review
- Non-Conforming Use Review
- Site Plan and Design Review
- Subdivision (4+ lots)
- Minor Variance
- Natural Resource (NROD) Review

Type III / IV (OCMC 17.50.030.C)

- Annexation
- Code Interpretation / Similar Use
- Concept Development Plan
- Conditional Use
- Comprehensive Plan Amendment (Text/Map)
- Detailed Development Plan
- Historic Review
- Municipal Code Amendment
- Variance
- Zone Change

File Number(s):

Proposed Land Use or Activity: Preliminary plat approval for an eleven lot subdivision, zone change from R-10 to R-6, and Geologic Hazards Review due to the presence of fill on the property.

Project Name: Pavilion Park 2

Number of Lots Proposed (If Applicable): 11

Physical Address of Site: 19370 Pease Road

Clackamas County Map and Tax Lot Number(s): 3-2E-07B 03300

Applicant(s):

Applicant(s) Signature: _____

Applicant(s) Name Printed: Icon Construction & Development, LLC Date: Oct. 8, 2012

Mailing Address: 1980 Willamette Falls Drive, Suite 200, West Linn, OR 97068

Phone: (503) 657-0406 Fax: (503) 655-5991 Email: handris@aol.com

Property Owner(s):

Property Owner(s) Signature: Same as Applicant

Property Owner(s) Name Printed: _____ Date: _____

Mailing Address: _____

Phone: _____ Fax: _____ Email: _____

Representative(s):

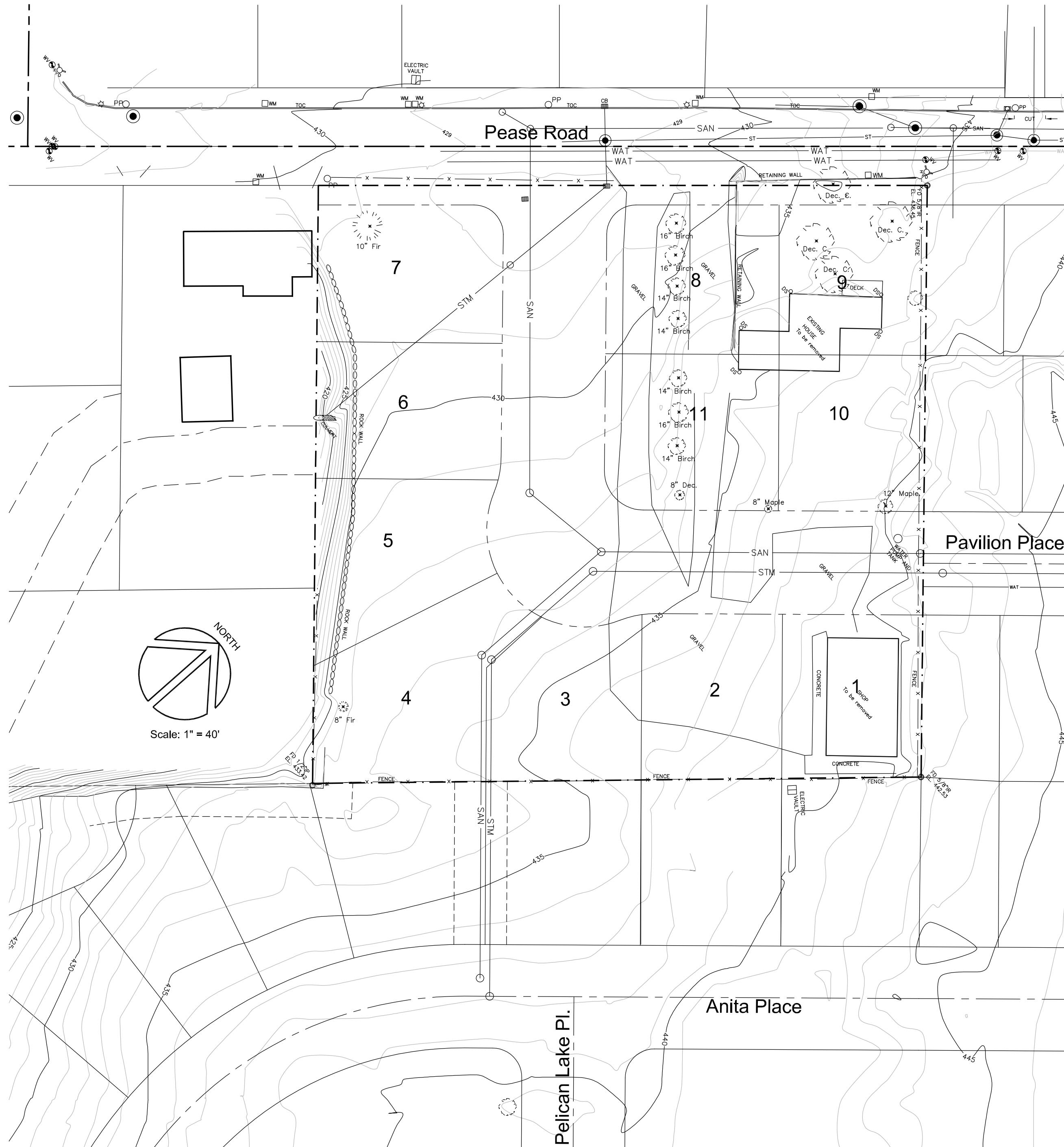
Representative(s) Signature: _____

Representative(s) Name Printed: Rick Givens Date: Oct. 8, 2012

Mailing Address: 11303 Brandow St., Oregon City, OR 97045

Phone: 503-479-0097 Fax: 503-479-0097 Email: rgivens@wbcable.net

All signatures represented must have the full legal capacity and hereby authorize the filing of this application and certify that the information and exhibits herewith are correct and indicate the parties willingness to comply with all code requirements.



Owner/Applicant:
Icon Construction & Development, LLC
1980 Willamette Falls Drive, Suite 200
West Linn, OR 97068
PH: (503) 657-0406

Legal: 3 2E 07B TL 3300

<div Water: City of Oregon City

Sewer: City of Oregon City

<div[](https://www.centerlineconcepts.com/contours-field-survey-centerline-concepts-inc)

Site Area: 2.21 Acres

Engineer:
Theta Engineering, Inc.
4260 Country Woods Ct.
Lake Oswego, OR 97035
PH: (503) 481-8822

Zoning: Existing - R-10, Zone Change to R-6 Proposed

DESIGNED:	REG			
DRAWN:	REG			
SCALE:	1" = 40'			
DATE:	October 2012			
FILE:	12 ICN 100	DATE	NO.	REVISION

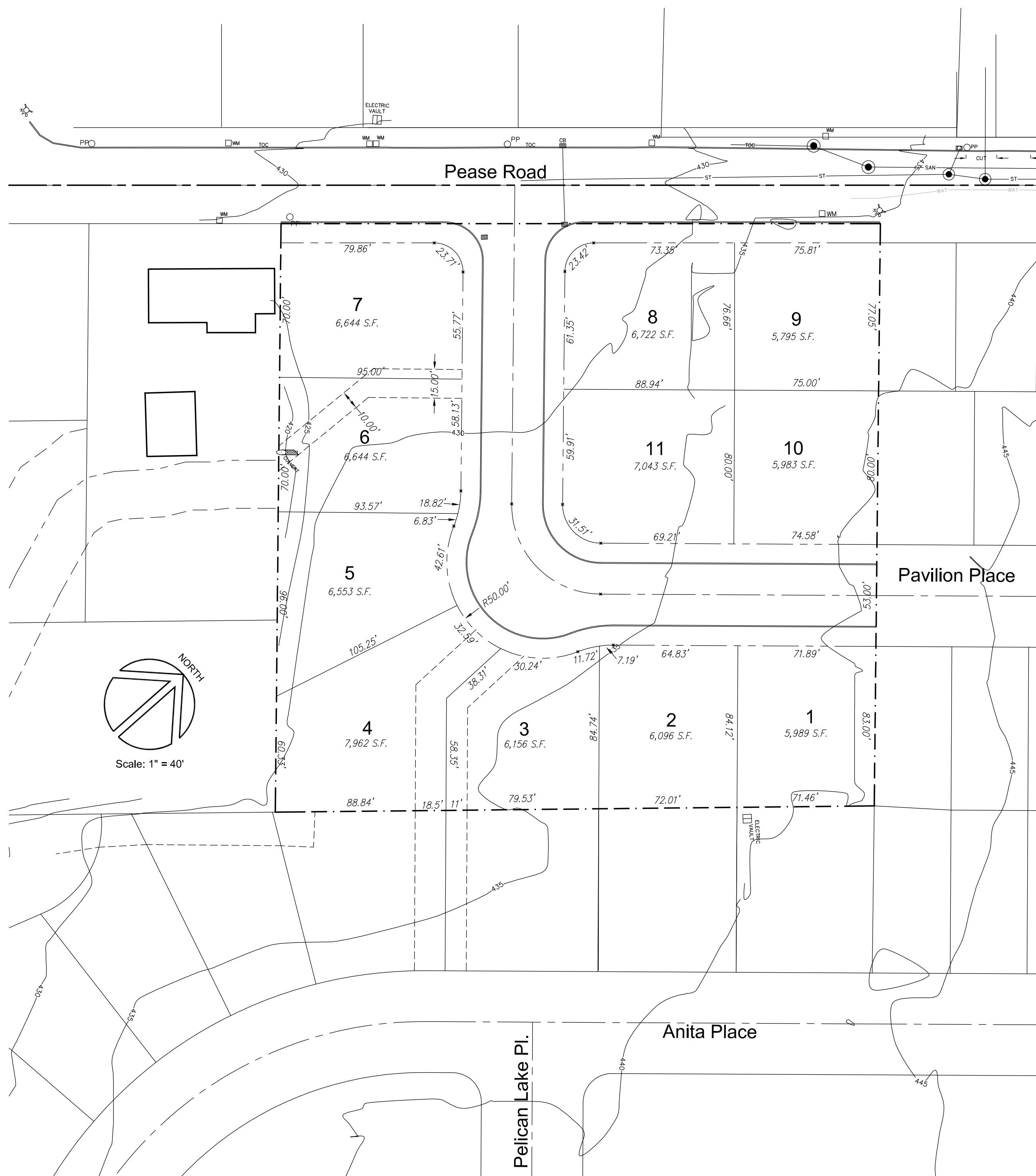
Richard E. Givens, Planning Consultant
11303 Brandow St.
Oregon City, OR 97045
PH: (503) 479-0097

APPLICANT: Icon Construction & Development, LLC
1980 Willamette Falls Drive, Suite 200
West Linn, OR 97068
PH: (503) 657-0406

Pavilion Park II

Existing Conditions

SHEET:
2/3



Vicinity Map

Owner/Applicant:
Icon Construction & Development, LLC
1980 Willamette Falls Drive, Suite 200
West Linn, OR 97068
PH: (503) 657-0406

Legal: 3 2E 07B TL 3300

Water: City of Oregon City

Sewer: City of Oregon City

Contours: Field Survey by Centerline Concepts, Inc.

Site Area: 2.18 Acres

Engineer:
Theta Engineering, Inc.
4260 Country Woods Ct.
Lake Oswego, OR 97035
PH: (503) 481-8822

Zoning: Existing - R-10, Zone Change to R-6 Proposed

DESIGNED:	REG			
DRAWN:	REG			
SCALE:	1" = 40'			
DATE:	Oct. 2012			
FILE:	12-ICN-100	DATE	NO.	REVISION

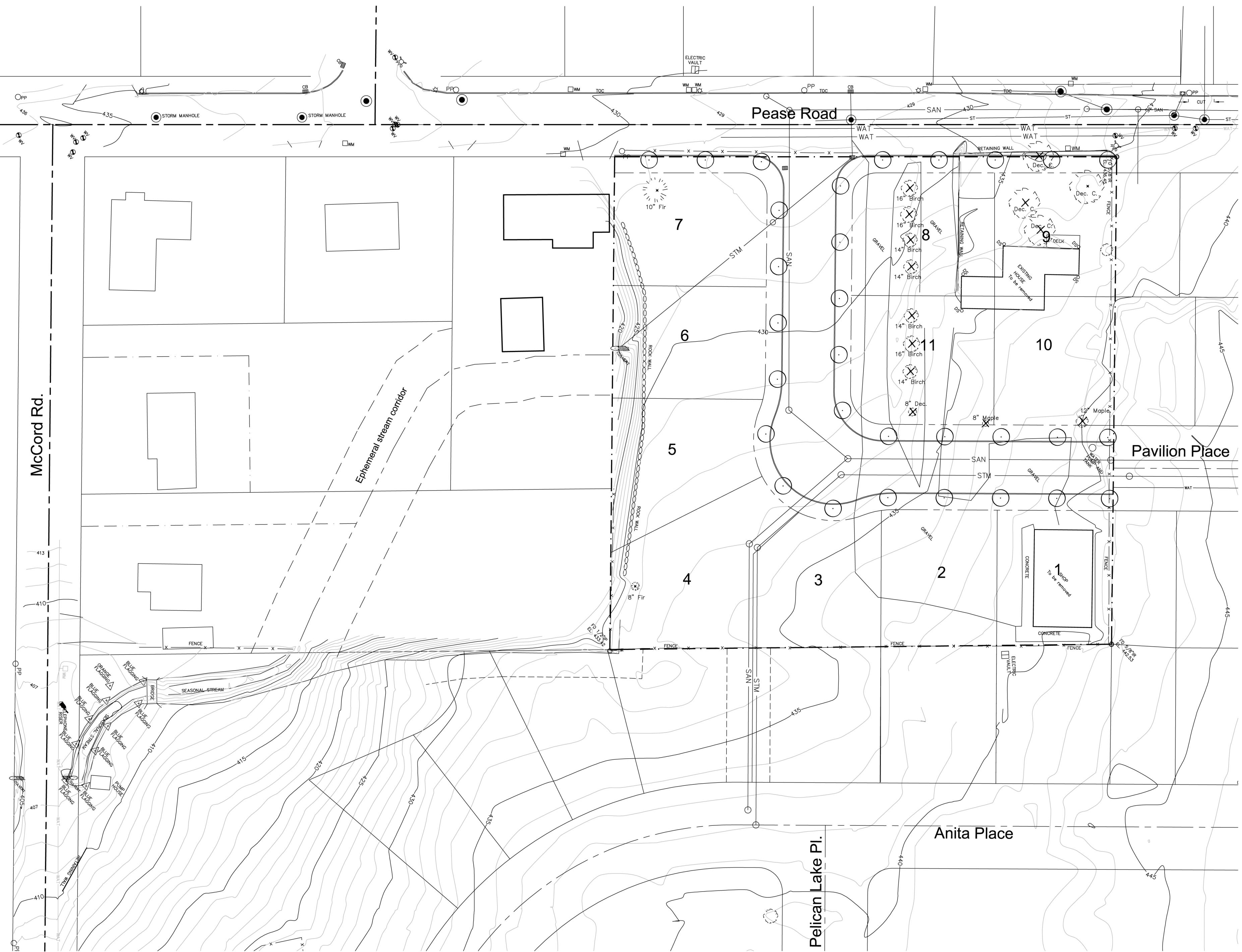
Richard E. Givens, Planning Consultant
11303 Brandow St.
Oregon City, OR 97045
PH: (503) 479-0097

APPLICANT: Icon Construction & Development, LLC
1980 Willamette Falls Drive, Suite 200
West Linn, OR 97068
PH: (503) 657-0406

Pavilion Park II

Preliminary Plan

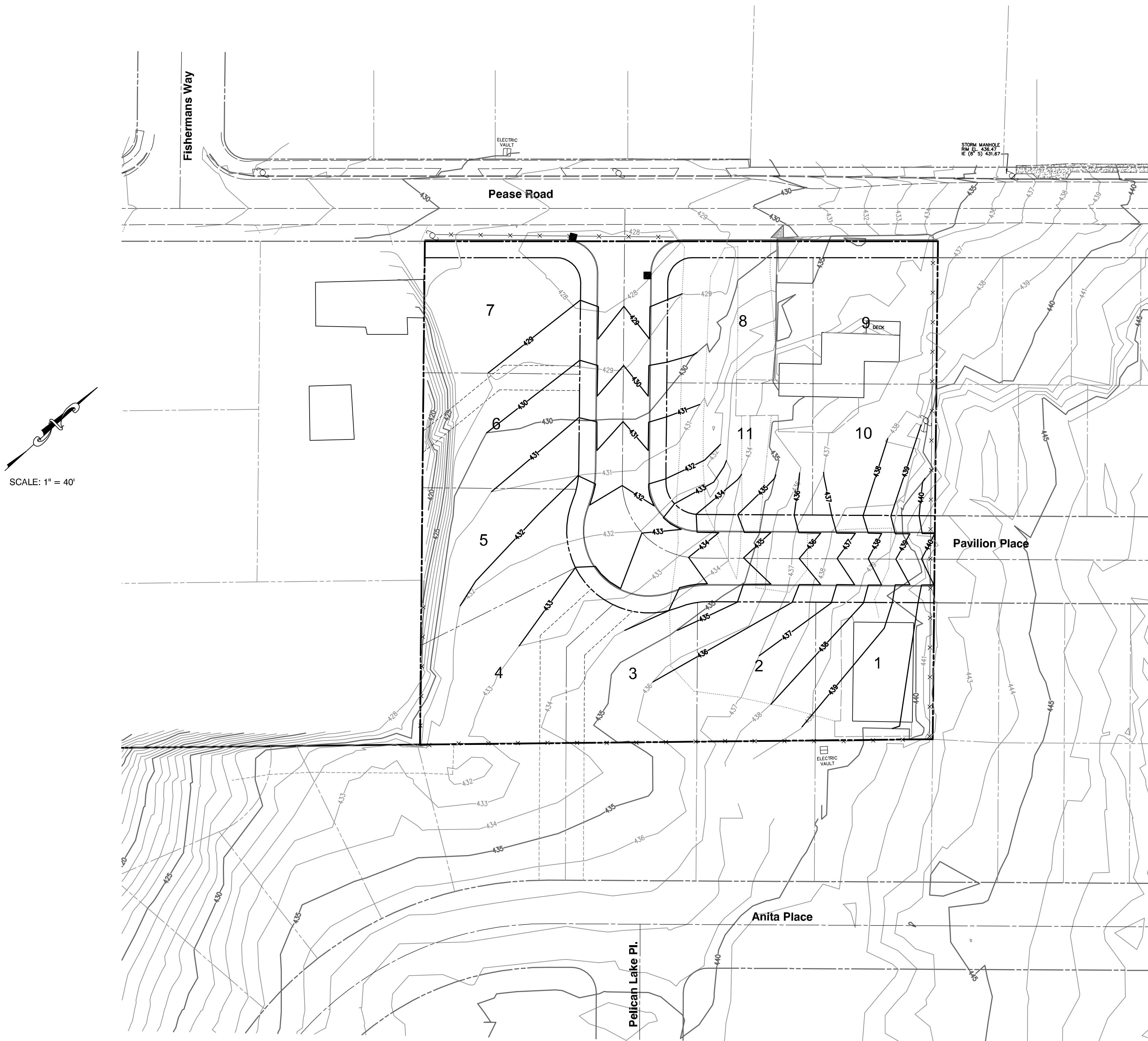
SHEET:
1/3



DESIGNED:	REG
DRAWN:	REG
SCALE:	1" = 40'
DATE:	October 2012
FILE:	12-ICN-100

Richard E. Givens, Planning Consultant 11303 Brandow St. Oregon City, OR 97045 PH: (503) 479-0097
--

APPLICANT: Icon Construction & Development, LLC 1980 Willamette Falls Drive, Suite 200 West Linn, OR 97068 PH: (503) 657-0406
--



2012-76

DESIGNED:	BDG		
DRAWN:	BJS		
SCALE:	1" = 40'		
DATE:	August, 2012		
FILE:	Pavilion Park Civil	DATE	NO.

REVISION

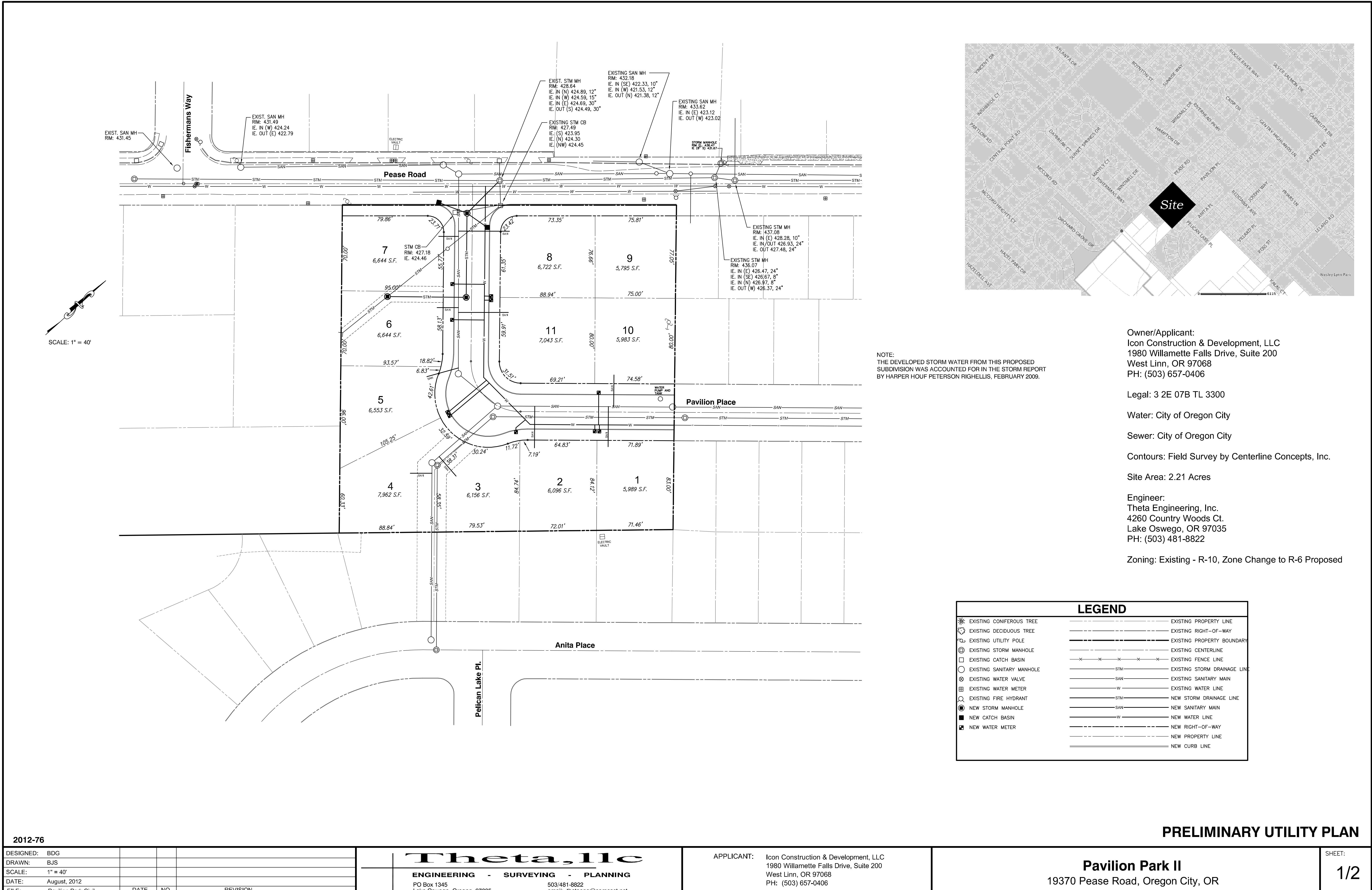
Theta, Inc
ENGINEERING - SURVEYING - PLANNING
PO Box 1345
Lake Oswego, Oregon 97035
503/481-8822
email: thetaeng@comcast.net

APPLICANT: Icon Construction & Development, LLC
1980 Willamette Falls Drive, Suite 200
West Linn, OR 97068
PH: (503) 657-0406

Pavilion Park II
19370 Pease Road, Oregon City, OR

SHEET: 2/2

PRELIMINARY GRADING PLAN





Vicinity Map

Owner/Applicant:
Icon Construction & Development, LLC
1980 Willamette Falls Drive, Suite 200
West Linn, OR 97068
PH: (503) 657-0406

Legal: 3 2E 07B TL 3300

Water: City of Oregon City

Sewer: City of Oregon City

Contours: Field Survey by Centerline Concepts, Inc.

Site Area: 2.18 Acres

Engineer:
Theta Engineering, Inc.
4260 Country Woods Ct.
Lake Oswego, OR 97035
PH: (503) 481-8822

Zoning: Existing - R-10, Zone Change to R-6 Proposed

Impervious Areas: Sidewalks - 4,927 sq. ft., Street - 15,923 sq. ft.

No pathways other than sidewalks are proposed nor are any bicycle paths proposed or necessary.

DESIGNED:	REG	11-16-2012	1	Revised sidewalks & dimensions.
DRAWN:	REG			
SCALE:	1" = 40'			
DATE:	August 2012			
FILE:	12-ICN-100	DATE	NO.	REVISION

Richard E. Givens, Planning Consultant
11303 Brandow St.
Oregon City, OR 97045
PH: (503) 479-0097

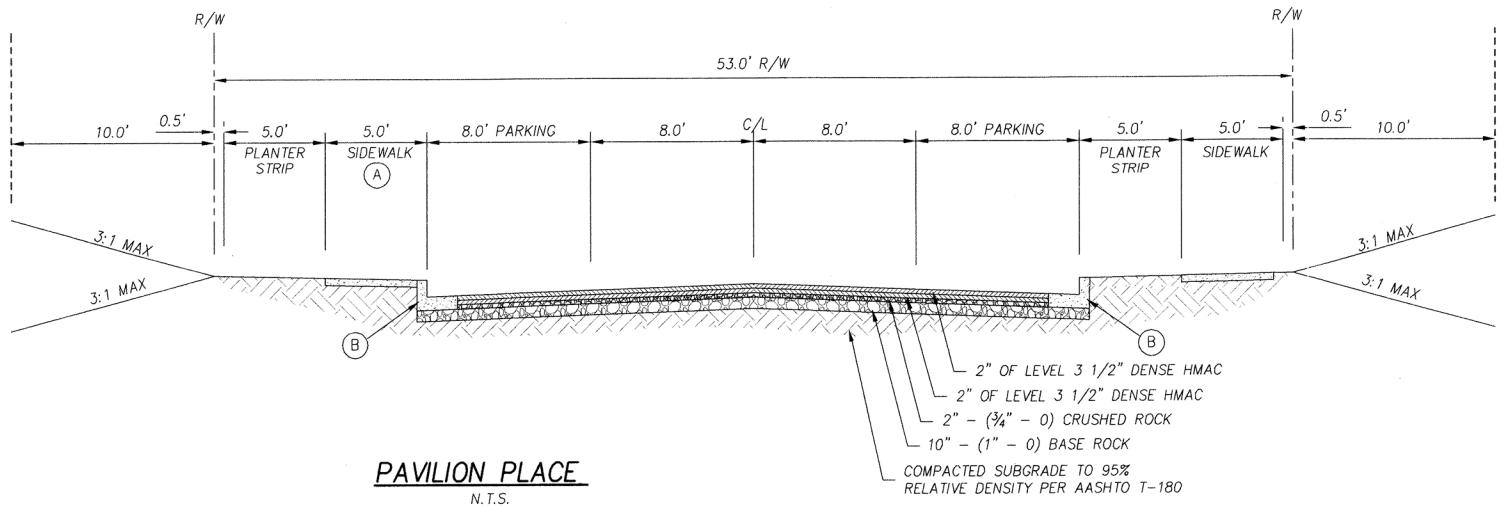
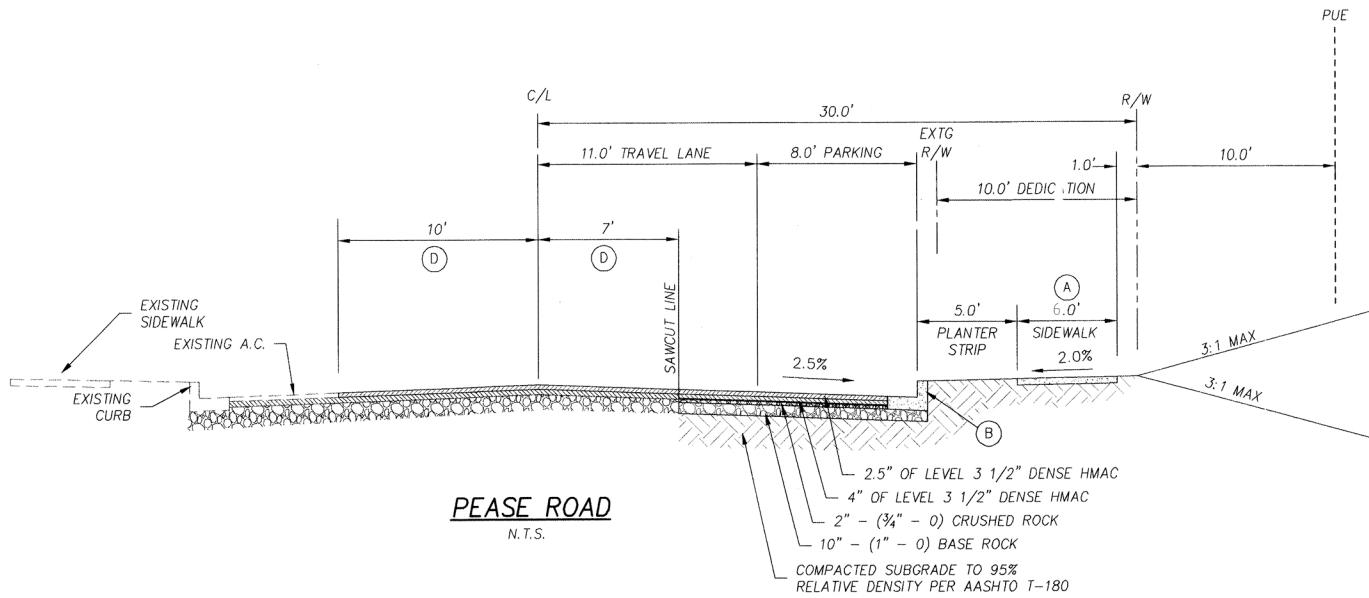
APPLICANT:
Icon Construction & Development, LLC
1980 Willamette Falls Drive, Suite 200
West Linn, OR 97068
PH: (503) 657-0406

Pavilion Park II
Preliminary Plan

SHEET:
1/1

Pavilion Park No. 2

Street Sections





SCHOTT & ASSOCIATES
Ecologists & Wetlands Specialists

21018 NE Hwy 99E • P.O. Box 589 • Aurora, OR 97002 • (503) 678-6007 • FAX: (503) 678-6011

August 7, 2012

Mark Handris
ICON Construction
1980 Willamette Falls Dr., Ste. 200
West Linn, OR 97068

Re: 19370 Pease Road – Drainage

Dear Mark:

Rick Givens asked me to look at the property located at 19370 Pease Road for wetlands and waterways. He was particularly concerned with a drainage located northwest of the northwest property line. The drainage starts from a culvert that ends at the toe of an old fill slope, which appears to end on the property line. Oregon City's maps show the drainage coming from the east, but how far the culvert extended to the east was not determined.

The southeastern half of the site is essentially developed with a house, shop and gravel parking area. The northwest half of the site is undeveloped, but much of the area has been filled. The northwest edge of the site has steep slopes (approximately 2:1). The sloped area appears to be an engineered fill slope. The fill is believed to be over 20 years old. There are two catchment basins in the eastern most portion of the site. The catchment basins drain to a culvert that crosses the northern portion of the site, where the fill is the thickest. The culvert and drainage drains to the west.

The vegetation on the undeveloped portion of the site was relatively sparse, due to the compacted fill. It consisted of Orchard grass, cat's ear, perennial ryegrass, colonial bentgrass, and Queen Anne's lace. The vegetation on the fill slope was primarily Himalayan blackberry. The vegetation is not dominated by hydrophytic species. The vegetation gets thicker the further away from Pease Road you go. Review of aerial photographs indicated that the property owner has kept the site mowed, probably to reduce fire danger.

a soil sample was not obtainable in the fill area due to compaction, gravel and the dry conditions. The soil survey had Cottrell and Bornstedt soils mapped on the site. Neither soil is listed as hydric. However, since much of the site consists of fill neither soil was verified as being on-site.

There was no evidence of wetland hydrology on the site, even though there were two catchment basins in the northern corner of the site.

No wetlands were observed on the site. The drainage started at the property line and headed to the west. At the time of the site visit the catchment basins and the drainage were observed to be dry.

Pavilion Park No. 2
Tower Vista Neighborhood Association
Meeting of Sept. 12, 2012

The applicant's representative, Rick Givens, was invited to attend the September 12, 2012 meeting of the Tower Vista Neighborhood Association to present the project and to take questions and comments from the audience. Mr. Givens made use of a site plan of the project to explain that the property in question is proposed to be rezoned from R-10 to R-6 and that a subdivision of eleven lots is planned for the property. He discussed site features and explained that the proposed development is consistent with surrounding development patterns and that all lots would be used for construction of single-family homes.

After completion of his presentation, Mr. Givens took questions and comments from the audience. The following questions were addressed:

1. Was the property annexed to the city? Mr. Givens explained that the annexation was completed last summer and that the property is now within the city limits and that the usual annexation process was used to bring the property into the city.
2. Why was the property zoned R-10? Mr. Givens explained that the Oregon City Municipal Code applies R-10 zoning by default upon annexation to properties that are designated for Low Density Residential Development. The zone change process is required to change the zone in order to increase density to match adjacent development patterns.
3. How many more lots per acre are allowed by R-6 zoning vs. R-10. Mr. Givens stated that allowable density would increase from about 4 units per acre to around 6 units per acre.
4. What will the impact upon city finances be? Mr. Givens stated that greater property taxes would be generated and that system development charges would also be paid to the City to help offset future capital improvement needs. He explained that the developer would pay for all improvements on the site associated with the project.
5. Are sewer & water services adequate to meet the needs of the increased density? Oregon City Public Works Director, John Lewis, who was at the meeting on another matter, noted that city services are available and adequate to serve the proposed development.
6. Concerns were expressed about street trees causing problems with sidewalks in many developments within the city. Mr. Givens explained that the City's newer street standards provide for wider planter strips than were used in the past and that street trees would be selected from approved lists that have fewer problems with roots lifting sidewalks.

This concluded the comments and questions on the proposal. No objections were raised to the proposed zone change or subdivision.



**LANCASTER
ENGINEERING**

October 9, 2012

Icon Construction & Development, LLC
Attn: Mark Handris
1980 Willamette Falls Drive #200
West Linn, OR 97068

321 SW 4th Ave., Suite 400
Portland, OR 97204
phone: 503.248.0313
fax: 503.248.9251
lancasterengineering.com

*RE: 19370 Pease Road Subdivision
Transportation Analysis Letter*

Dear Mark,

We have completed our transportation analysis for the proposed subdivision at 19370 Pease Road in Oregon City. Based on available information including the 11 lot preliminary subdivision layout provided by Rick Givens, Section 3.1 of the City of Oregon City's *Guidelines for Transportation Impact Analyses* indicates that a Transportation Analysis Letter (TAL) is the required level of analysis for this project. This letter addresses all points specified by Section 5.0 of those guidelines.

Location and Project Description

The site is located on the southeast side of Pease Road between Hampton Drive and S McCord Road. The proposed subdivision layout includes right of way dedications along the southeast frontage of Pease Road to meet the city's right of way requirements for future public street improvements. The subdivision layout also includes an extension of a public road—Pavilion Place—from the current dead-end through the subdivision and out to Pease Road. This will include right of way dedication on both frontages to meet city standards for future public improvements. Lots 1–6 and lots 10–11 will take access to the extended Pavilion Place, while lots 7–9 will take access to either the extended Pavilion Place or to Pease Road.

All of the streets mentioned above are under the jurisdiction of the City of Oregon City. Hampton Drive and Pavilion Place are classified as Local Streets by the Oregon City Transportation System Plan (TSP), Pease Road is classified as a Neighborhood Collector, and S McCord Road is classified as a collector.

Figure 1 shows the vicinity of the site, and a copy of the project site plan is included in the Technical Appendix of this report. Several figures that follow show various views of the project site.



EXPIRES: 12/31/2012



Figure 1: Aerial view of the site and nearby vicinity (Image from Google Earth).

Trip Generation & Distribution

To estimate the trips generated by the construction of 11 single family homes associated with the proposed subdivision, trip rates from the manual *TRIP GENERATION*, Eighth Edition, published by the Institute of Transportation Engineers (ITE) were used. The land-use code utilized was #210, *Single-Family Detached Housing*, with trip rates based on the number of dwelling units.

The trip generation calculations show that the proposed subdivision with 11 single-family homes will generate a total of 8 trips during the morning peak hour with 2 trips entering the site and 6 trips exiting the site. During the evening peak hour a total of 11 trips are to be expected with 7 trips entering the site and 4 exiting. A weekday total of 106 trips are expected with half entering and half exiting the site. The following table offers a summary of the trip generation calculations and detailed trip generation calculations are included in the technical appendix of this report.

TRIP GENERATION								
Morning Peak Hour			Evening Peak Hour			Weekday		
In	Out	Total	In	Out	Total	In	Out	Total
2	6	8	7	4	11	53	53	106

It is expected that the majority of the new trips will be added to Pease Road and connect to the greater network via Leland Road to the northeast, with the remaining trips connecting out to the greater network via S McCord Street to the southwest. With the minimal number of trips associated with the proposed project, none of the surrounding transportation facilities are expected to see a significant increase in traffic or change in operation.



Figure 2: View of the site proposed for subdivision from the present end of Pavilion Drive

Intersection Spacing & Access Width

The proposed site plan calls for extending Pavilion Place to the southwest of its current dead end, then northwest to Pease Road as shown in the preliminary plat included in the technical appendix to this letter. This new street will intersect with Pease Road approximately 280 feet to the northeast of the intersection with Fisherman's way, which is classified as a local street according to the Oregon City TSP. The intersection is approximately 400 feet to the southwest of the nearest street in the opposite direction, Hampton Drive, which is also classified as a local street. Access spacing standards are specified in Table 5-7, *Minimum City Street Intersection Standards*, of the

Oregon City TSP. The minimum allowable distance between two local street intersections is 150 feet, so the intersection created with the construction of this subdivision will be in conformance with Oregon City's intersection spacing standards. No other intersections in close proximity of the site are in violation of these intersection standards.

City of Oregon City Street Design Standards allow for a 25-foot maximum width and a 12-foot minimum width for standard residential driveways (Standard Drawing No. 504). Oregon City does not have spacing standards regarding the minimum distance between private driveways, however for a driveway near an intersection, a minimum distance of 40 feet to the curb return is preferred. There are two lots that are adjacent to the proposed intersection of Pavilion Way at Pease Road (lots 7 and 8). As seen in the plat appended to this letter, both of these lots will have adequate frontage on both Pease Road and Pavilion Drive for the standards to be met with an access on either street. Thus, all driveways constructed as part of the project will be designed to meet the requirements of the city's TSP when constructed.

Two to three lots are proposed to take direct access to Pease Road. These accesses are not expected to cause operational or safety problems along the roadway. The posted speed is 25 mph, traffic volumes are low, and sight distance is favorable. There are many homes with direct access to Pease Road in the vicinity, and these driveways are consistent with the character of the roadway. Further, there is adequate continuous stopping sight distance along Pease Road so that drivers can see vehicles backing out of residential driveways and slow or come to a complete stop if necessary.



Figure 3: View of the site, looking southwest along Pease Road.

Street Configuration and Improvements

The proposed extension of Pavilion Drive will be 32 feet in width, which is consistent with the existing roadway as well as the requirements outlined in Oregon City's TSP. There will be an additional 12 feet of right-of-way on each side of the proposed extension of right-of-way dedication. Pease Road is 24 feet in width. Pease Road is striped, while Pavilion Drive is not. There are three private driveways opposite the proposed site on Pease Road, including one directly opposite the planned intersection with Pavilion Drive, and the extended Pavilion Way will contain driveways on both sides. Since each residence in this area contains ample storage for vehicles, little if any parking is expected on the street, and no cars were observed parked on the street during a midday site visit. Thus, the additional accesses will not present an operational issue.

The proposed project site includes frontage improvements and sidewalks the site's frontage on Pease Road as well as the extended Pavilion Drive. All proposed street improvements are shown to meet the city's standard for local streets including two way travel lanes, on street parking, curbs, gutters, landscaping, and sidewalks.



Figure 4: Site of the proposed subdivision looking northeast on Pease Road. The location of the three-legged intersection with the extended Pavilion Drive drive can be seen; the road will be constructed in front of the trees toward the center of this photo.

Sight Distance

Intersection sight distance requirements were taken from *A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS*, published in 2011 by the American Association of State Highway and Transportation Officials (AASHTO). Sight distance requirements are based on the speed of traffic on the major street and the sight distance measurements are based on an eye height of 3.5 feet and an approaching driver's eye height of 3.5 feet above the road, with the driver's eye 15 feet behind the edge of the near-side travel lane.

All of the existing and future streets have a statutory speed limit of 25 mph and require a minimum sight distance of 280 feet. Intersection sight distance was examined at the location of the planned intersection of Pavilion Place at Pease Road described above. Sight distance along Pease Road to the southwest of the location of the new intersection was measured to be in excess of 500 feet. Sight distance to the northeast is currently obstructed by a retaining wall and vegetation that will be removed as part of the planned development. Removing these will create more than 500 feet of sight distance in the northeastern direction as well.

Conclusions

The impact to the existing infrastructure created by the trips generated as a result of the proposed subdivision and eventual construction of 11 single family residences will be minimal and is not expected to significantly alter the operation of the existing facilities.

Intersection spacing and street sections adjacent to the site all either meet the applicable standards or are acceptable in their current configuration. No safety issues arise due to the subdivision of the site. No revisions or mitigations are recommended as part of the proposed preliminary subdivision plan.

If you have any questions regarding this TAL or if you need any further assistance, please don't hesitate to contact us.

With Best Regards,

Brian Davis
Transportation Analyst

le

TRIP GENERATION CALCULATIONS

Land Use: Single-Family Detached Housing

Land Use Code: 210

Variable: Dwelling Units

Variable Value: 11

AM PEAK HOUR

Trip Rate: 0.75

	Enter	Exit	Total
Directional Distribution	25%	75%	
Trip Ends	2	6	8

PM PEAK HOUR

Trip Rate: 1.01

	Enter	Exit	Total
Directional Distribution	63%	37%	
Trip Ends	7	4	11

WEEKDAY

Trip Rate: 9.57

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	53	53	106

SATURDAY

Trip Rate: 10.08

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	55	55	110

Source: TRIP GENERATION, Eighth Edition

After Recording, Return to:

ICON Construction & Development, LLC
2008 Willamette Falls Drive
West Linn, OR 97068

DRAFT

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
PAVILION PARK II**

TABLE OF CONTENTS

RECITALS

ARTICLE 1 DEFINITIONS

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 Development
- 2.2 No Right to Annex Additional Property

ARTICLE 3 OWNERSHIP AND EASEMENTS

- 3.1 Nonseverability
- 3.2 Ownership of Lots
- 3.3 Easements
 - 3.3.1 Easements on Plat
 - 3.3.2 Additional Utility Easements

ARTICLE 4 LOTS AND HOMES

- 4.1 Structures Permitted
- 4.2 Residential Use
- 4.3 Construction; Exterior Materials and Finishes
- 4.4 Landscaping
- 4.5 Maintenance of Lots and Homes
- 4.6 Rental of Homes
 - 4.6.1 Written Rental Agreements Required
 - 4.6.2 Minimum Rental Period
 - 4.6.3 Tenant must be Given Documents
- 4.7 Animals
- 4.8 Nuisance
- 4.9 Parking
- 4.10 Vehicles in Disrepair
- 4.11 Signs
- 4.12 Rubbish and Trash
- 4.13 Fences and Hedges
- 4.14 Service Facilities
- 4.15 Antennas and Satellite Dishes
- 4.16 Exterior Lighting or Noise-making Devices
- 4.17 Basketball Hoops
- 4.18 Grades, Slopes, and Drainage
- 4.19 Damage or Destruction to Home and/or Lot
- 4.20 Ordinances and Regulations
- 4.21 Temporary Structures

- 4.22 Declarant Exemptions
- ARTICLE 5 ARCHITECTURAL REVIEW COMMITTEE
 - 5.1 Architectural Review
 - 5.2 Architectural Review Committee, Appointment, and Removal
 - 5.3 Majority Action
 - 5.4 Duties
 - 5.5 ARC Decision
 - 5.6 ARC Discretion
 - 5.7 Nonwaiver
 - 5.8 Effective Period of Consent
 - 5.9 Determination of Compliance
 - 5.10 Noncompliance
 - 5.11 Liability
 - 5.12 Estoppel Certificate
 - 5.13 Declarant and Successor Exempt from ARC
- ARTICLE 6 DECLARANT'S SPECIAL RIGHTS
 - 6.1 General
 - 6.2 Marketing Rights
 - 6.3 Additional Improvements
- ARTICLE 7 GENERAL PROVISIONS
 - 7.1 Records
 - 7.2 Indemnification of Directors, Officers, Employees, and Agents
 - 7.3 Enforcement; Attorney Fees
 - 7.4 Severability

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
PAVILION PARK II**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PAVILION PARK II ("Declaration") is made by ICON CONSTRUCTION &
DEVELOPMENT, LLC

RECITALS

Declarant is the owner of all the real property and improvements thereon located in Clackamas County, Oregon, described as follows (the "Property"):

Lots 1 through 6, inclusive, and as shown on the plat map of filed for record on _____, Book _____, Pages _____, in the plat records of Clackamas County, Oregon.

Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments, and liens on the Property for the benefit of all Lots in Pavilion Park II.

Declarant desires that this Declaration not be subject to the Oregon Planned Community Act, although certain of the terms of this Declaration make reference to such law.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens, which shall run with the land, which shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

**ARTICLE 1
DEFINITIONS**

1.1 *Architectural Review Committee* or "ARC" shall refer to that committee constituted and acting pursuant to Article 6 of this Declaration.

1.2 *Pavilion Park II* shall mean Lots 1 through 11 of the Property

1.3 *Declaration* shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.4 *Declarant* shall mean and refer to Icon Construction & Development, LLC, and their successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.5 *General Plan of Development* shall mean Declarant's general plan of development of the Property, as approved by appropriate governmental agencies, as may be amended from time to time.

1.6 *Home* shall mean and refer to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.7 *Lot* shall mean and refer to each and any of Lots 1 through 11.

1.8 *Occupant* shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.9 *Owner* shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale

contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.10 *Plat* shall mean and refer to the Plat of Pavilion Park II recorded in the Plat Records of Clackamas County, Oregon, at Book _____, Pages _____, on _____, 2012.

1.11 *Property* shall have the meaning attributed to such term in the Recitals of this Declaration.

1.12 *Rules and Regulations* shall mean and refer to the documents containing rules and regulations and policies adopted by the Board or the Architectural Review Committee, as may be from time to time amended.

ARTICLE 2 **PROPERTY SUBJECT TO THIS DECLARATION**

2.1 **Development.** The development of Pavilion Park II of the Property, which shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. There will be no common areas at the Property.

2.2 **No Right to Annex Additional Property or to Withdraw Property.** Declarant reserves no right to annex additional property to or to withdraw property from Pavilion Park II.

ARTICLE 3 **OWNERSHIP AND EASEMENTS**

3.1 Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Pavilion Park II.

3.2 **Ownership of Lots.** Title to each Lot in shall be conveyed in fee to an Owner. IF more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 **Easements.** Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.3.1 **Easements on Plat.** The Lots are subject to the easements and rights-of-way shown on the Plat.

3.3.2 **Additional Easements;** Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Pavilion Park II. No structure, planting, or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easement areas shall be placed or permitted to remain within any easement area.

ARTICLE 4 **LOTS AND HOMES**

4.1 **Structures Permitted.** No structures shall be erected or permitted to remain on any Lot except one single-family structure containing a dwelling unit and structures normally accessory thereto. No dwelling unit shall have (i) an area of less than 800 square feet on the main

entry level, or (ii) a total living space area (not including garage) of less than 1,600 square feet (exclusive of porches or garages) for one story dwellings and 2000 square feet for multi-story dwellings. Exceptions to such footage requirements shall be permitted only with approval of the Architectural Review Committee, which approval shall be in the sole discretion of the ARC and shall not in any event permit more than a 5% reduction of the foregoing square footage requirements. No dwelling shall be more than 2-1/2 stories. The foregoing provision shall not exclude construction of a private greenhouse, cabana, pool equipment house, retaining walls, fenced gate, private swimming pool, play structure, sport court, or structure for the storage of a boat and/or camping trailer for personal use, provided the location of such structure is in conformity with the applicable governmental regulations, is compatible in design and decoration with the dwelling structure constructed on such Lot, and has been approved by the Architectural Review Committee. Each dwelling shall have a garage for not less than two (2) car. The ARC shall be permitted to authorize exceptions to the square footage provisions of this Section 4.1, upon a determination of the ARC, in its sole discretion, that architectural design enhancements will provide an overall appearance and value in conformance with the balance of the Property. In no event shall any such exception permit a reduction of square footage for any dwelling of more than 5% of the minimum area set forth in this Section 4.1.

4.2 Residential Use. Lots shall only be used for residential purposes. Except with the Board's consent no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot. Nothing in this Section 4.2 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Pavilion Park II, and (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in such Owner's residence.

4.3 Construction, Exterior Materials and Finishes. Each dwelling shall be constructed using conventional double walled wood framing. Exterior siding materials shall be either wood material, masonry products with simulated wood grain, masonry brick, stone, or stucco. No plywood, masonite style hardboard, hardboard or other pressed wood material shall be permitted, except for board and batten siding which is permitted. Roofing material shall be either cedar shingle or shake, concrete or clay tile, or synthetic tiles. Composition roofing material will be permitted provided it meets a minimum standard of 30 years. Exterior colors for any structure built on any Lot shall be solid or semi transparent earth tone colors. Trim colors shall be complimentary earth tones. White, and subdued yellows, greens and blues will be permitted. No bright pastels will be permitted. The ARC shall have final determination of acceptable colors.

4.4 Landscaping. Each Owner other than Declarant shall obtain the ARC's prior approval of all landscaping plans for front yards before commencing installation of any landscaping in front yards. Landscaping for all portions of the Lot shall commence within 60 days after final building inspection by the local government jurisdiction and shall be completed

within six months after such inspection. This Section 4.4 shall apply to Lots with finished Homes being held for sale as well as to other Lots.

4.5 Maintenance of Lots and Homes. Each Owner shall maintain such Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, garage doors, walks, patios, chimneys, and other exterior improvements and glass surfaces. All repainting or restraining and exterior remodeling shall be subject to prior review and approval by the ARC. Each Owner shall repair damage caused to such Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period.

4.6 Rental of Homes. An Owner may rent or lease such Owner's Home or a portion thereof, provided that the following conditions are met:

4.6.1 Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Declaration, Bylaws, and Rules and Regulations, and (ii) a failure to comply with any provision of the Declaration, Bylaws, and Rules and Regulations shall constitute a default under the rental or lease agreement;

4.6.2 Minimum Rental Period. The period of the rental or lease is not less than 30 days;

4.6.3 Tenant Must be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws, and Rules and Regulations.

4.7 Animals. No animals, livestock, or poultry of any kind, other than a reasonable number of household pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept, or permitted within any Lot. Owners whose pets cause any inconvenience or unpleasantness to other Owners shall take all steps reasonably necessary to prevent recurrence thereof and Owners whose pets damage other Owners' Lots or personal property shall reimburse such other Owners for reasonable costs actually incurred by such other Owners in repairing such damage. An Owner shall ensure that such Owner's dog is leashed when on the Property and outside of such Owner's Lot.

4.8 Nuisance. No noxious, harmful, or offensive activities shall be carried out on any Lot. Nor shall anything be done or placed on any Lot that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants.

4.9 Parking. Boats, trailers, motorcycles, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, shall not be parked on any streets on or adjacent to the Property for more than twelve hours or such other period as may be permitted by the Association Rules and Regulations. Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers, and like equipment shall not be allowed on any part of said property nor public right of way adjacent thereto excepting only the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling. The height of such screening fence shall be compatible with the structure and shall be constructed to afford the best reasonable screening of such vehicles from the street view of the residence.

4.10 Vehicles in Disrepair. No Owner shall permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period in excess of 48 hours

4.11 Signs. No signs shall be erected or maintained on any Lot except that not more than one “For Sale” or “For Rent” sign placed by the Owner or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any Lot. The restrictions contained in this Section 4.11 shall not prohibit the temporary placement of “political” signs on any Lot by the Owner or Occupant. Provided, however, political signs shall be removed within three days after the election day pertaining to the subject of the sign. Real estate signs shall be removed within three days after the sale closing date.

4.12 Rubbish and Trash. No Lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto streets or any other Lots.

4.13 Fences and Hedges. As used herein, fencing shall mean any wall or barrier. No fence, plantings or site obscuring fences exceeding four (4) feet in height may be located in the front yard or side Lot lines forward of the building line with the greatest setback on the Lot or adjoining Lot. Exception to this provision shall be any perimeter fencing and entry signs constructed by the Declarant and in the case of corner lots, where the height restriction shall apply only to the front yard of the dwelling and a fence may extend from the front building line to the side yard sidewalk to enclose a side and back yard.

The maximum height of a fence located on the remainder of the Lot shall be six (6) feet.

All fences as may herein be constructed shall be constructed of suitable natural fencing materials and shall be approved by the Architectural Control Committee and shall not detract from the appearance of the dwelling located on the Lots or the dwellings located on adjacent Lots. No chain link fencing shall be allowed. Fence posts may be of steel material, but reasonable efforts shall be made to maintain natural fencing material to the exterior viewed portion of all fences. Vinyl fencing shall be allowed with the written consent of the architectural review committee.

4.14 Service Facilities. Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened so that such facilities are not visible at any time from the street or a neighboring property. All telephone, electrical, cable television, and other utility installations shall be placed underground in conformance with applicable law and subject to approval by the ARC.

4.15 Antennas and Satellite Dishes. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation shall be erected, constructed, or placed on any Lot. Exterior satellite dishes or antennas with a surface diameter of one meter or less and antennas designed to receive television broadcast signals only may be placed on any Lot if they are not visible from the street. The Board or ARC may adopt reasonable rules and regulations governing the installation, safety, placement, and screening of such antennas, satellite dishes, and other transmission devices. Such rules shall not unreasonably delay or increase the cost of installation, maintenance, or use or preclude reception of a signal of acceptable quality. (The ARC, in its sole discretion, may determine what constitutes a signal of acceptable quality.) Such rules may prohibit installation of exterior satellite dishes or antennas if signals of acceptable quality can be received by placing antennas inside a Home without causing an unreasonable delay or cost increase.

4.16 Exterior Lighting or Noise-making Devices. Except with the consent of the ARC, no exterior lighting or noise-making devices, other than security and fire alarms, shall be installed or maintained on any Lot.

4.17 Basketball Hoops. No Owner may install a permanent basketball hoop on any Lot without the ARC's prior approval. The ARC may, in its discretion, prohibit such basketball hoops.

4.18 Grades, Slopes, and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within Pavilion Park II so as to affect any other Lot or any real property outside Pavilion Park II unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term *established drainage* shall mean the drainage swales, conduits, inlets, and outlets designed and constructed for Pavilion Park II.

4.19 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (a) restore the damaged improvements or (b) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (a) above must be performed so that the improvements are in substantially the same condition in which they existed before the damage, unless the owner complies with the provisions of Article 6. The Owner must commence such work within 60 days after the damage occurs and must complete the work within six months thereafter.

4.20 Ordinances and Regulations. The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

4.21 Temporary Structures. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

4.22 Declarant Exemptions. Declarant shall be exempt from the application of Section 4.11.

ARTICLE 5

ARCHITECTURAL REVIEW COMMITTEE

5.1 Architectural Review. No improvement shall be commenced, erected, placed, or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and as to location with respect to topography and finished grade elevations. The ARC shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the applicant's responsibility. The procedure and specific requirements for review and approval of construction shall be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this Article shall apply in all instances in which this Declaration requires the ARC's consent.

5.2 Architectural Review Committee, Appointment and Removal. Declarant reserves the right to appoint all members of the ARC and all replacements thereto until Pavilion

Park II is 100% built out. The ARC shall consist of no fewer than three members and no more than five members. Each ARC member shall serve for one year. The ARC shall be dissolved after the completion of the final house in Pavilion Park II.

5.3 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

5.4 Duties. The ARC shall consider and act on the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations, and guidelines (“Architectural Standards”).

5.5 ARC Decision. The ARC shall render its written decision approving or denying each application submitted to it within 15 working days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within 30 days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed 45 days. In the event of such extension requests, if the ARC does not render a written decision within 15 days after the expiration of the extension(s), the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

5.6 ARC Discretion. The ARC, at its sole discretion, may withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for Pavilion Park II. The ARC may consider siting, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

5.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.8 Effective Period of Consent. The ARC’s consent to any proposed work shall automatically expire three months after issuance unless construction of the project has been commenced or the Owner has applied for and received an extension of time from the ARC.

5.9 Determination of Compliance. The ARC may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance.

5.10 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications of an ARC approval or has constructed an improvement without obtaining ARC approval, sends a notice of noncompliance to such Owner, and such Owner fails to commence diligently remedying such noncompliance in accordance with such notice, then, effective at 5:00 p.m. on the third day after issuance of such notice, the ARC shall provide notice of a hearing to consider the Owner’s continuing noncompliance. The hearing shall be set not more than 30 days from the date on which the notice of noncompliance was issued. At the hearing, if the ARC finds that there is no valid reason for the continuing

noncompliance, the ARC shall determine the estimated costs of achieving compliance and may issue a fine against the noncomplying Owner for such amount. The ARC also shall require the Owner to remedy such noncompliance within 10 days after the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or any extension thereof granted by the ARC, at its sole discretion, the ARC may remove the noncomplying improvement, remedy the noncompliance, and/or record a notice of noncompliance in the county deed records. The costs of any such action shall be assessed against the Owner as a Reimbursement Assessment either before or after any remedial action is taken.

5.11 Liability. Neither the ARC nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the ARC or the member has, in accordance with its or his or her actual knowledge, acted in good faith.

5.12 Estopel Certificate. Within 15 working days after the ARC's receipt of a written request from an Owner and the ARC's receipt of payment of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairperson or other authorized member of the ARC certifying with respect to any Lot owned by the Owner, that, as of the date thereof either (a) all improvements made or done upon such Lot comply with this Declaration, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner and such Owner's heirs, devisees, successors, and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein.

5.13 Declarant and Successor Exempt from ARC. The Declarant or a successor to all of the unsold Lots shall be exempt from the requirement to submit and have plans approved by the ARC. However, the Declarant and its successor shall not be exempt from the provisions of Article 4 of the Declaration, except as set forth in Section 4.23.

ARTICLE 6 DECLARANT'S SPECIAL RIGHTS

6.1 General. Declarant is undertaking the work of developing Lots and other improvements, including construction of homes on some or all Lots within Pavilion Park II. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed, and sold, with respect to each Lot on the Property, Declarant shall have the special rights set forth in this Article 9.

6.2 Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots that Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property.

6.3 Additional Improvements. Declarant has no obligation to build any improvements except as specifically set forth in this Declaration.

ARTICLE 7 GENERAL PROVISIONS

7.1 Terms. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them amended or revoked in the manner provided herein. So long as Declarant, or declarant's affiliates, own any property within the plat, or any future contiguous plats, or any future contiguous plats annexed hereto, any change or amendment must first have prior approval of the declarant. These Covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of a majority of the platted lots.

7.2 Enforcement. Should any person violate or attempt to violate any of the provisions of the Covenants, any person or persons owning any real property embraced within the plat, including the Declarant or Declarant's affiliates, as its or their option, shall have full power and authority to prosecute any proceeding in law or equity against the person or persons violating or attempting to violate any of said Covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.3 Expenses and Attorney's Fees. In the event any person or persons owning any real property embraced within the plat, including the Declarant or Declarant's affiliates, shall bring any suit or action to enforce these Covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him/her in connection with such suit or action, including amounts as the court may deem to be reasonable attorney's fees at trial and upon any appeal thereof.

7.4 Severability. Validation of any one of these Covenants by judgment or court order shall in no way affect any other provision which shall remain in force and effect.

IN WITNESS WHEREOF, Declarant has executed this instrument this _____ day of _____, 2012 by Mark Handris, managing member of ICON Construction & Development, LLC.

by _____

Mark Handris
Managing Member, ICON Construction & Development, LLC

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2012, by Mark Handris, managing member of ICON Construction & Development, LLC

Notary Public for Oregon
My commission expires: _____



Real-World Geotechnical Solutions
Investigation • Design • Construction Support

September 26, 2012
Project No. 12-2750

Icon Construction

1980 Willamette Falls Drive, Suite 200
West Linn, OR 97068
Phone: 503-657-0406
Fax: 503-655-5991

CC: Rick Givens (rgivens@wbcable.net)

SUBJECT: GEOTECHNICAL FILL EVALUATION PEASE ROAD SUBDIVISION – LOTS 4-7 OREGON CITY, OREGON

This report presents the results of a geotechnical fill evaluation conducted by GeoPacific Engineering, Inc. (GeoPacific) for the proposed Pease Road Subdivision, located in Oregon City, Oregon. The purpose of this study was to evaluate suitability of the existing fill for structural support of foundations and improvements. The scope of our evaluation included exploratory test pits, field and laboratory density testing, and preparation of this report. Our work was performed in accordance with GeoPacific proposal P-4256, dated August 28, 2012.

SITE DESCRIPTION AND PROPOSED CONSTRUCTION

The subject site is an undeveloped grass field, measuring approximately 130 feet by 210 feet. The site is bordered by Pease Road to the northwest, private residences to the northeast and southwest, and undeveloped land to the southeast. The site is nearly level. An existing fill slope/boulder wall runs along the southwestern property line. It is our understanding that 4 lots exist on the site and that new single family residences are planned on those lots.

SUBSURFACE CONDITIONS

On September 17, 2012, GeoPacific explored subsurface conditions at the site by excavating four exploratory test pits with a trackhoe to depths ranging between 4 and 5 feet below the ground surface (bgs) at the approximate locations shown on Figure 1. A GeoPacific staff engineer continuously monitored the field exploration program and logged the test pits. Soils observed in the explorations were classified in accordance with the Unified Soil Classification System. During exploration, our engineer also performed in-place moisture and density testing and noted geotechnical conditions such as soil consistency, moisture, and groundwater conditions. Logs of the test pits are attached to this report.

The following report sections provide a summary of the earth materials encountered during test pit exploration at the site.

Undocumented Fill: Compacted fill was encountered in all of the exploratory test pits. The compacted fill consists primarily of gravelly SILT (ML) with occasional cobbles to silty GRAVEL (GM) with occasional cobbles. In test pits, this fill material is well-graded with little or no open voids. Some wood debris, gravel, and asphalt concrete were observed in TP-3 and TP-4.

Moisture contents were generally damp. The total thickness of fill encountered at the site ranged between 1.5 and 4 feet. Table 1 presents a summary of fill thickness at each test pit.

Table 1: Thickness of Existing Fill in Test Pits

Test Pit	Fill Thickness *
TP-1	3.5 feet
TP-2	3.5 feet
TP-3	4 feet
TP-4	2.5 feet

Native Soil: Underlying the fill material is native soil consisting of boulders in a silt, gravel, and cobble matrix. Native soil was encountered in all of the test pits. The native soil generally has a dense consistency. Pocket penetrometer field measurements indicate that the silt component has an approximate unconfined compressive strength greater than of 4.5 tons per square foot. The native boulder material extends below the maximum depth explored of 5 feet.

Laboratory Testing

One Standard Proctor laboratory test (moisture-density relationship) was performed on soil samples collected at the site on September 17, 2012. The tests were conducted in accordance with test procedures specified by ASTM D698. Moisture content is expressed as a percentage of the mass of water lost during oven drying to the soil dry weight. Table 2 presents a summary of laboratory Proctor Test results.

Table 2: Laboratory Proctor Test Results

Material Source	Material	Maximum Dry Density (psf)	Optimum Moisture Content
TP-1 + TP-2	Gravelly Silt	93.3	26.1%

Field Density Testing

Density testing of the fill was performed on September 17, 2012 at the approximate locations indicated on Figure 1. Table 3 presents the results of our density testing using 95 percent of ASTM D698 (Standard Proctor).

Table 2: Results, location, and depths of Density Testing.

Test Pit	Depth (ft)	Field Dry Density (pcf)	Max. Dry Density (pcf)	Compaction Result	Pass/Fail
TP-1	0.5	86.3	93.3	92.5	Fail
TP-1	2	88.2	93.3	94.5	Fail
TP-2	0.5	91.6	93.3	98.2	Pass
TP-2	2	82.3	93.3	84.0	Fail
TP-3	0.5	90.7	93.3	97.2	Pass
TP-4	0.5	96.5	93.3	+100	Pass
TP-4	2	75.7	93.3	81.1	Fail

CONCLUSIONS AND PRELIMINARY RECOMMENDATIONS

Our evaluation indicates that the compaction of the existing fill along the southwestern property line is variable. The results of our test pits and density testing indicate that much of the fill on the subject site does not meet the compaction requirements of 95 percent relative compaction compared to the maximum dry density obtained from test method ASTM D698 (Standard Proctor).

The extent of fill removal (depth and overall volume) is very dependant upon the final grading plan (prepared by the civil engineer), the finished floor elevation of the building and the type of foundation. In areas of buildings, the existing fill should be either removed and reconstructed beneath the entire building area or selectively beneath footings and one foot horizontally beyond footing edges. With selective removal, granular replacement fill is likely to be most effective. Table 1 indicates the depth of fill and buried topsoil encountered in our explorations. Once this work is performed, the site should be suitable for support of conventional spread foundations provided that the following preliminary recommendations are incorporated into the design and construction phases of the project. GeoPacific Engineering should review construction activities, including the foundation excavations, to verify subgrade bearing strength.

In areas of pavement, the upper foot of fill should be removed and replaced. After removal of the upper foot, the subgrade should be proofrolled and soft spots identified and corrected.

The existing undocumented fill consisting of gravelly SILT (ML) and silty GRAVEL (GM) is suitable for use as engineered fill, if desired.

Engineered Fill

If the existing undocumented fill is to be removed and reconstructed as engineered fill, all grading for the proposed development should be performed as engineered grading in accordance with the applicable building code at time of construction with the exceptions and additions noted herein. Proper test frequency and earthwork documentation usually requires daily observation and testing during stripping, rough grading, and placement of engineered fill.

Imported fill material must be approved by the geotechnical engineer prior to being imported to the site. Oversize material greater than 6 inches in size should not be used within 3 feet of foundation footings, and material greater than 12 inches in diameter should not be used in engineered fill.

Engineered fill should be compacted in horizontal lifts not exceeding 8 inches using standard compaction equipment. We recommend that engineered fill be compacted to at least 95% of the maximum dry density determined by ASTM D698 (Standard Proctor) or equivalent. Field density testing should conform to ASTM D2922 and D3017, or D1556. All engineered fill should be observed and tested by the project geotechnical engineer or his representative. Typically, one density test is performed for at least every 2 vertical feet of fill placed or every 500 yd³, whichever requires more testing. Because testing is performed on an on-call basis, we recommend that the earthwork contractor be held contractually responsible for test scheduling and frequency.

Site earthwork will be impacted by soil moisture and shallow groundwater conditions. Earthwork in wet weather would likely require extensive use of cement or lime treatment, or other special measures, at considerable additional cost compared to earthwork performed under dry-weather conditions.

UNCERTAINTY AND LIMITATIONS

We have prepared this report for the client, for use on this project only. The report should be provided in its entirety to prospective contractors for bidding and estimating purposes; however, the conclusions and interpretations presented in this report should not be construed as a warranty of the subsurface conditions. Experience has shown that soil and groundwater conditions can vary significantly over small distances. Inconsistent conditions can occur between explorations that may not be detected by a geotechnical study. If, during future site operations, subsurface conditions are encountered which vary appreciably from those described herein, GeoPacific should be notified for review of the recommendations of this report, and revision of such if necessary.

Within the limitations of scope, schedule and budget, GeoPacific attempted to execute these services in accordance with generally accepted professional principles and practices in the fields of geotechnical engineering and engineering geology at the time the report was prepared. No warranty, express or implied, is made. The scope of our work did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous or toxic substances in the soil, surface water, or groundwater at this site.

Sincerely,

GEO PACIFIC ENGINEERING, INC.



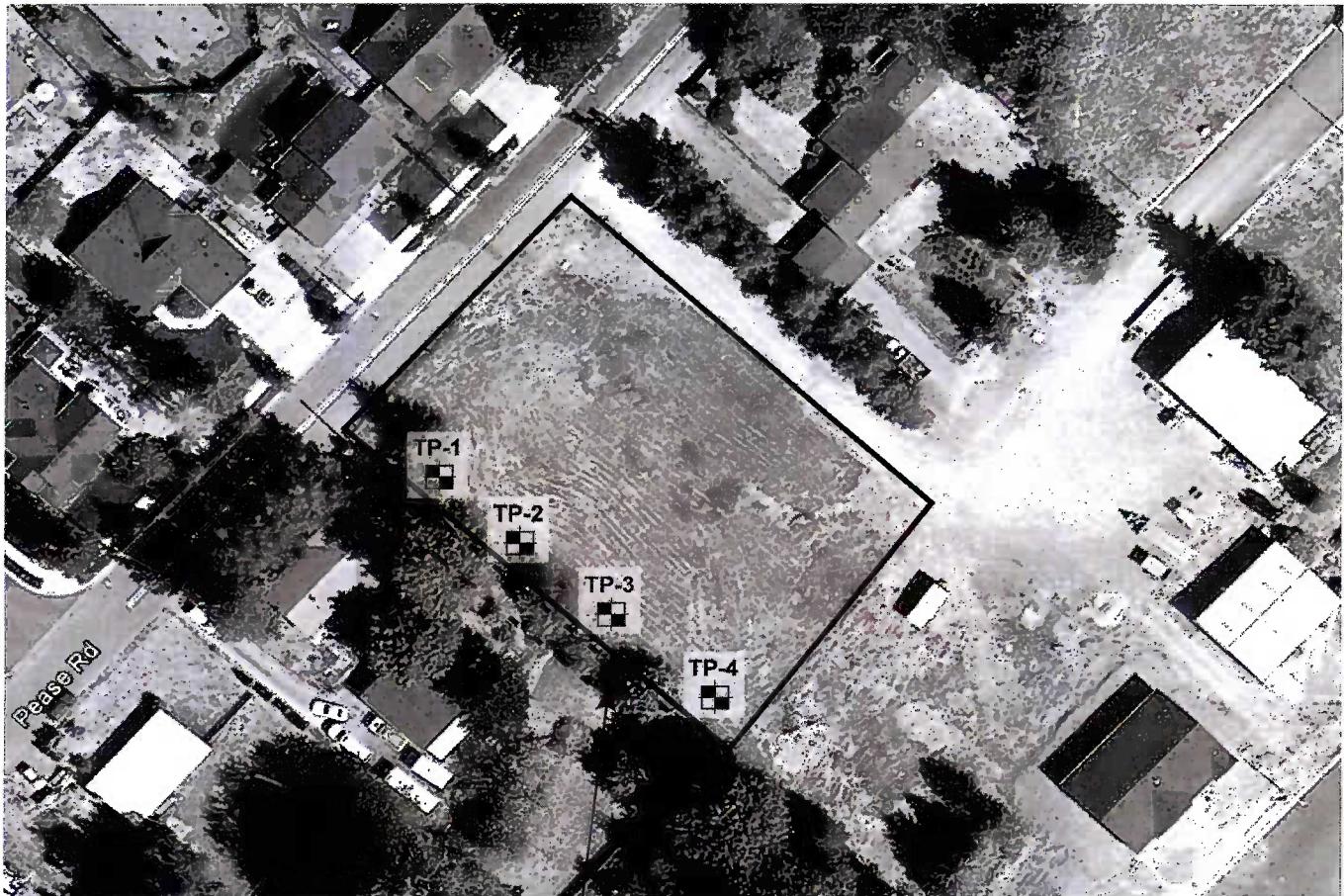
Benjamin G. Anderson, E.I.T.
Geotechnical Staff



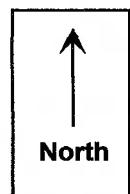
EXPIRES: 06/30/2013

James D. Imbrie, G.E., C.E.G.
Principal Geotechnical Engineer

Attachments: Figure 1 - Site Plan with Explorations
Test Pit Logs (4 pages)
Laboratory Proctor Test Report



Existing Fill Slope/Boulder Wall



Legend

TP-1

Test Pit Designation and Approximate Location

No Scale

Date: 09/26/12
Drawn by: BGA



14835 SW 72nd Avenue
Portland, Oregon 97224
Tel: (503) 598-8445 Fax: (503) 941-9281

TEST PIT LOG

Project: Pease Road Subdivision
Oregon City, Oregon

Project No. 12-2750

Test Pit No. TP- 1

Depth (ft)	Penetrometer (ton/ft ²)	Sample Type	In-Situ Dry Density (lb/ft ³)	Moisture Content (%)	Water Bearing Zone	Material Description
1						Stiff, gravelly SILT (ML) with occasional cobbles, light brown, dry (Fill) Grades to moist
2						
3						
4						Very stiff, Reddish brown clayey silt (Native) Test Pit Terminated at 4 Feet.
5						
6						
7						Note: No seepage or groundwater encountered
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

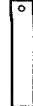
LEGEND



Bag Sample



Bucket Sample



Shelby Tube Sample



Seepage



Water Bearing Zone



Water Level at Abandonment

Date Excavated: 9/17/12

Logged By: BGA

Surface Elevation:



14835 SW 72nd Avenue
Portland, Oregon 97224
Tel: (503) 598-8445 Fax: (503) 941-9281

TEST PIT LOG

Project: Pease Road Subdivision
Oregon City, Oregon

Project No. 12-2750

Test Pit No. TP-2

Depth (ft)	Pocket Penetrometer (tons/ft ²)	Sample Type	In-Situ Dry Density (lb/ft ³)	Moisture Content (%)	Water Bearing Zone	Material Description
1						Medium dense, silty GRAVEL (GM) with occasional cobbles, light brown, dry (Fill) Grades to moist
2						
3						
4						Dense GRAVEL and BOULDERS with reddish brown silt matrix, moist (Native)
5						
6						Test Pit Terminated at 5 Feet.
7						
8						Note: No seepage or groundwater encountered.
9						
10						
11						
12						
13						
14						
15						
16						
17						

LEGEND



Bag Sample



Bucket Sample



Shelby Tube Sample



Seepage



Water Bearing Zone



Water Level at Abandonment

Date Excavated: 9/17/12

Logged By: BGA

Surface Elevation:



14835 SW 72nd Avenue
Portland, Oregon 97224
Tel: (503) 598-8445 Fax: (503) 941-9281

TEST PIT LOG

Project: Pease Road Subdivision
Oregon City, Oregon

Project No. 12-2750

Test Pit No. TP-3

Depth (ft)	Pocket Penetrometer (ton/ft ²)	Sample Type	In-Situ Dry Density (lb/ft ³)	Moisture Content (%)	Water Bearing Zone	Material Description
1						Medium dense, silty GRAVEL (GM) with occasional cobbles, light brown, dry (Fill)
2						Grades to moist Asphalt concrete debris (3"x2"x1' pieces)
3						Wood debris, angular gravel, some fine roots
4						Dense GRAVEL and BOULDERS with reddish brown silt matrix, moist (Native)
5						Test Pit Terminated at 4 Feet.
6						
7						Note: No seepage or groundwater encountered.
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

LEGEND



Bag Sample



Bucket Sample



Shelby Tube Sample



Seepage



Water Bearing Zone



Water Level at Abandonment

Date Excavated: 9/17/12

Logged By: BGA

Surface Elevation:



14835 SW 72nd Avenue
Portland, Oregon 97224
Tel: (503) 598-8445 Fax: (503) 941-9281

TEST PIT LOG

Project: Pease Road Subdivision
Oregon City, Oregon

Project No. 12-2750

Test Pit No. **TP-4**

Depth (ft)	Pocket Penetrometer (ton/ft ²)	Sample Type	In-Situ Dry Density (lb/ft ³)	Moisture Content (%)	Water Bearing Zone	Material Description
1						Medium stiff, gravelly SILT (ML) with occasional cobbles, light brown, dry (Fill) Grades to moist Asphalt concrete debris (3"x2"x1' pieces)
2						
3						Very stiff, Reddish brown clayey silt (Native)
4						Dense GRAVEL and BOULDERS with reddish brown silt matrix, moist Test Pit Terminated at 4 Feet.
5						
6						Note: No seepage or groundwater encountered.
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

LEGEND



Bag Sample



Bucket Sample



Shelby Tube Sample



Seepage



Water Bearing Zone



Water Level at Abandonment

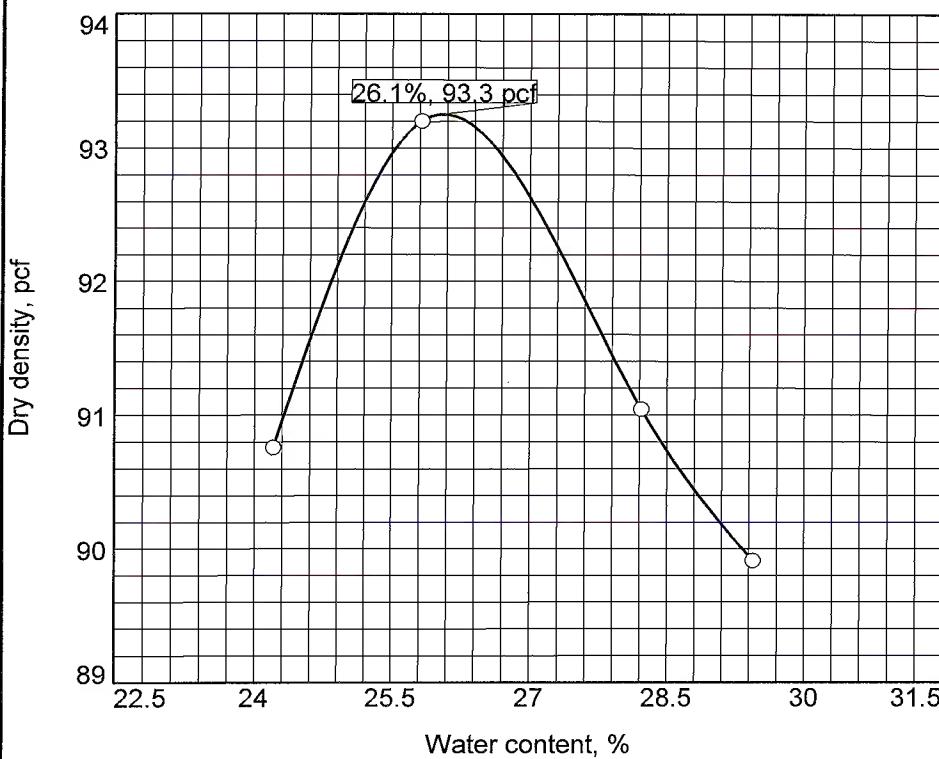
Date Excavated: 9/17/12

Logged By: BGA

Surface Elevation:

COMPACTION TEST REPORT

Curve No.



Test Specification:
AASHTO T 99 Method D Standard

Preparation Method _____
Hammer Wt. 5.5 lb.
Hammer Drop 12 in.
Number of Layers three
Blows per Layer 56
Mold Size 0.075 cu. ft.
Test Performed on Material
Passing 3/4 in. **Sieve** _____
NM _____ **LL** _____ **PI** _____
Sp.G. (ASTM D 854) _____
%>3/4 in. _____ **%<No.200** _____
USCS _____ **AASHTO** _____
Date Sampled 9.17.2012 BGA
Date Tested 9.19.2012
Tested By JTI

TESTING DATA

	1	2	3	4	5	6
WM + WS	9357.2	9511.7	9493.6	9481.6		
WM	5522.3	5522.3	5522.3	5522.3		
WW + T #1	4329.7	4495.9	4480.6	4460.1		
WD + T #1	3586.3	3678.3	3607.9	3562.0		
TARE #1	515.0	512.1	515.3	511.6		
WW + T #2						
WD + T #2						
TARE #2						
MOISTURE	24.2	25.8	28.2	29.4		
DRY DENSITY	90.8	93.2	91.0	89.9		

TEST RESULTS	Material Description
Maximum dry density = 93.3 pcf	Brown Gravelly Silt
Optimum moisture = 26.1 %	
Project No. 12-2750 Client: Icon Construction	Remarks:
Project: Pease Road Lots 4 through 7	
○	Checked by: Title:
GEOPACIFIC ENGINEERING, INC.	Figure