

Agenda
Aurora Historic Review Board
Thursday, February 25, 2016, at 7:00 P.M.
City Council Chambers, Aurora City Hall
21420 Main Street NE, Aurora, OR 97002

1. CALL TO ORDER OF THE AURORA HISTORICAL REVIEW BOARD MEETING

2. CITY RECORDER DOES ROLL CALL

Chair Abernathy
Member Townsend
Member Frochen
Member Fraser
Member Berard

3. CONSENT AGENDA

- a) Historic Review Board Minutes, November-2015
- b) City Council Minutes
- c) Planning Commission Minutes

4. CORRESPONDENCE - NA

5. VISITORS

Anyone wishing to address the Aurora Historic Review Board concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the Aurora Historic Review Board could look into the matter and provide some response in the future.

6. NEW BUSINESS

- a) Discussion and or Action on Project Application for Sidewalks for American Legion Hall and Tree Removal.
- b) Discussion and or Action on Project Application from Warren Bean regarding 21317 Hwy 99E.

7. OLD BUSINESS

- a) Discussion and or Action on CGL Grant Update.

8. ADJOURN

Minutes
Aurora Historic Review Board Meeting
Thursday, November 19, 2015, at 7:00 P.M.
City Council Chambers, Aurora City Hall
21420 Main Street NE, Aurora, OR 97002

STAFF PRESENT Kelly Richardson, CMC City Recorder

STAFF ABSENT: None

VISITORS PRESENT:

1. CALL TO ORDER OF THE HISTORIC REVIEW BOARD MEETING

The meeting of November 19, 2015 was called to order by Chair Abernathy at 7:00 pm

2. CITY RECORDER DOES ROLL CALL

Chair Gayle Abernathy – Present
Member John Berard - Absent
Member Mera Frochen – Present
Member Mella Dee Fraser – Present
Member Karen Townsend - Present

3. CONSENT AGENDA

- a) Historic Review Board Meeting Minutes – October, 2015
- b) City Council Minutes – October, 2015
- c) Planning Commission – October, 2015

A motion to approve the Historic Review Board minutes of October 22, 2015 as amended was made by Member Frochen and is seconded by Member Fraser. Passed by all.

4. CORRESPONDENCE – NA

Chair Abernathy informs the board that Member Townsend and myself attended the last Planning Commission meeting and as citizens not members of the board testified during the public hearing for Christ Lutheran in opposition of the bell tower. There was a brief discussion regarding the outcome there were a few misunderstandings of what had occurred however in the end the board was able to set aside their differences in the matter and move on.

5. VISITORS

Anyone wishing to address the Historic Review Board concerning items not already on the meeting agenda may do so in this section. No decision or action will be made, but the Historic Review Board could look into the matter and provide some response in the future. No comments were made during this section.

There were no visitors that spoke during this time.

6. NEW BUSINESS

- a) NA

7. OLD BUSINESS

- a) Discussion and or Action on CLG grant components and opportunities. There was no discussion during this item.
- b) Discussion and or Action on The Guide, this was continued until next month.

8. ADJOURN

Chairman Abernathy adjourned the meeting of November 19, 2015 at 8:45 pm.

Gayle Abernathy, Chairman

ATTEST:

Kelly Richardson, CMC
City Recorder

**City of Aurora
HISTORIC REVIEW BOARD
Application for Certificate of Appropriateness**

PROJECT INFORMATION SHEET

IMPORTANT: In order for your application to proceed in a timely basis, this form and the required attachments **MUST** be completed in full. If your application is incomplete, no decision will be made and your request will be delayed. Please turn the complete application in at least **ONE WEEK** prior to the meeting (4th Thursday of each month) so that board members can become familiar with your property and project. It is helpful, but not required, if you can attend the meeting.

You will need to refer to the *City of Aurora Guidelines for Historic District Properties*, which may be obtained from City Hall.

Name MARTIN LACKNER Date 2/20/16
 Business name (if applicable) AURORA AMERICAN LEGION POST 110
 Physical address 210 MAIN AURORA, OR 97002
 Mailing address P.O. BOX 296 AURORA, OR 97002
 Phone 503-849-8390 email COMMANDER6057@GMAIL.COM
 Type of project(s) List all REMOVAL OF TWO TREES AND REPLACE SIDEWALK IN CONJUNCTION WITH NEIGHBOR

Zoning: Residential Commercial
Type structure: House Commercial Church
Style: Colony Victorian Craftsman
 Ranch Contemporary
 Other (describe) HAIL

Project specifics:
 Painting: base color _____ mfg/number _____
 trim color _____ mfg/number _____
 trim color _____ mfg/number _____

Guidelines used. Item/page(s) _____

Please bring samples of colors you propose to use.

Fencing: Picket Stock Privacy
 Other (describe) _____
 Dimensions: Height _____ Length _____
 Color _____
 Material _____
 Location (as shown on site plan) _____
 Guidelines used: Item/page(s) _____

Ad 10⁰⁰ cash

Roofing: Cedar Shingle Composition
 Other (describe) _____
 Color _____ mfg/number _____
(You MUST bring a sample that is sufficiently large to show what the total roof will look like to insure that it appears as a solid color.)
Guidelines used: Item/page(s) _____

Landscape: Plantings _____
 Trees _____
 Tree Removal 2 TREES IN FRONT
Guidelines used: Item/page(s) _____

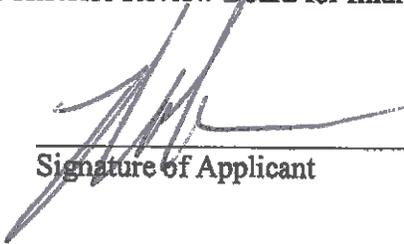
Other type of project(s): REPLACE SIDEWALK IN CONJUNCTION WITH NEIGHBOR TO CURRENT SPECIFICATION AS PRESCRIBED BY STATE AND/OR LOCAL REQUIREMENTS

Please note Guidelines used (Item/page(s)) for each separate project listed.

- Attach the following in order for your application to be accepted:
1. Site plan drawn to scale with project location shown.
 2. Elevations, including dimensions.
 3. Photograph of property is helpful but not required.

I have completed the application in full and included the above attachments. I understand that any changes or deviations from the presented materials proposed in this application must be submitted and re-examined by the Historic Review Board for final approval.

2/20/16
Date


Signature of Applicant

INSTRUCTIONS FOR PREPARATION OF A
RESIDENTIAL SITE PLAN

Site plan must be current, drawn to scale on 8 1/2 x 11 paper, and show all property lines. If unable to draw to scale, property lines must still be shown noting actual dimensions or total acreage.

Failure to include all of the items listed below may delay the review necessary to obtain a permit

ITEMS THAT MUST BE SHOWN ON YOUR SITE PLAN:

- 1. NORTH ARROW.
- 2. SCALE OF DRAWING.
- 3. STREET NAME accessing the parcel.
- 4. ALL PROPERTY LINES AND DIMENSIONS - existing and proposed.
- 5. DRIVEWAYS AND ROADS - existing and proposed.
- 6. EXISTING AND PROPOSED STRUCTURES - label as "Proposed" and "Existing". Include dimensions and distance to all property lines and other structures.
- 7. UTILITY LINES AND EASEMENTS.
- 8. GEOGRAPHIC FEATURES - ground slope and direction of slope, escarpments, streams, ponds, or other drainage ways.
- 9. WELLS - existing and proposed on this parcel and adjacent parcels within 100 feet
- 10. FENCES, RETAINING WALLS - location of existing and/or proposed.
- 11. PARTITIONING (if applicable) - shown by dotted lines, with parcels labeled as "Parcel 1", "Parcel 2", etc.
- 12. SEPTIC SYSTEM and REPLACEMENT AREA - existing and proposed. Show existing septic tank, drain field lines and distance from structure(s).
- 13. CUTS/FILLS - show existing and proposed.
- 14. ELEVATIONS - at lot corners or construction area and at corners of building site.

If sanitary sewer service is not available, a septic system must be installed. Include the following additional items on the site plan:

- TEST HOLES - show distances between holes and property lines. One test hole should be located in the center of the initial system installation site, the other in the center of the replacement area. Accuracy of location is very important.

Additional information, such as patio slabs, walkways, roof overhangs, etc., may be required for the issuance of your permit.

> Permit Specialist Initials _____ Date _____

USE THE REVERSE SIDE OF THIS FORM TO DRAW YOUR SITE PLAN

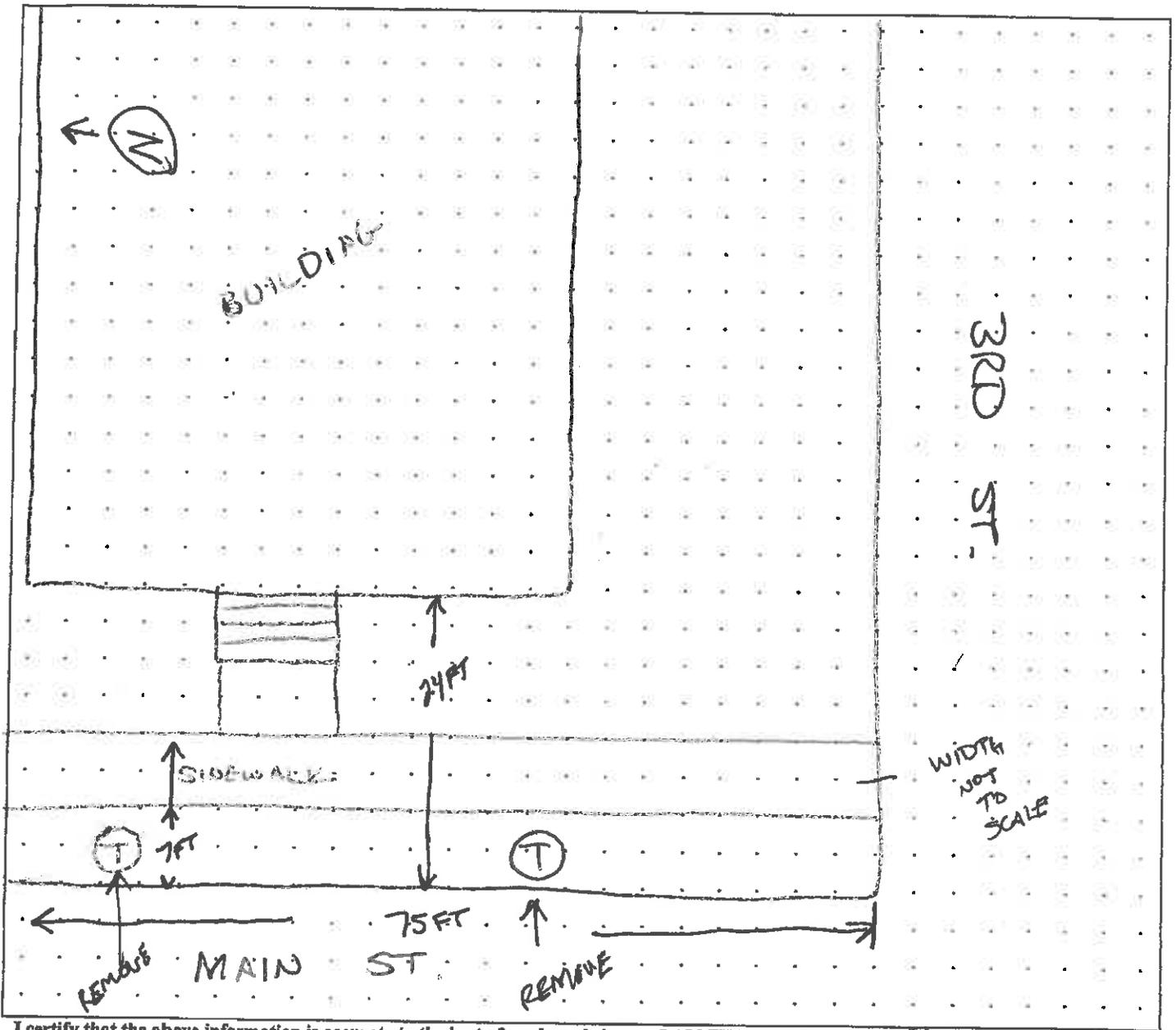
SITE PLAN FOR PROPOSED RESIDENTIAL DEVELOPMENT

TWO (2) COPIES REQUIRED

Property Owner(s) Name: _____ Phone: _____
 Site Address: _____ City: _____ Zip _____
 Subdivision: _____ Lot: _____ Block: _____ Manufactured Home Park: _____ Space: _____
 Assessor Map # (T-R-Sec-TL(s)): _____ Total # Acres: _____
 Zoning Designation: _____ Planning Map _____

SITE PLAN MUST SHOW ALL PROPERTY LINES AND DIMENSIONS

- Drawn to Scale: 1 square = 5 FT
- Feet Not Drawn to Scale: Total Acres _____



I certify that the above information is accurate to the best of my knowledge. I AM THE Owner or Authorized Agent

My telephone number is: 803 819 8350 NAME (please print): MARTIN LACKNER
 Applicant's Signature: [Signature] Date: 7/22/10
 Applicant's Mailing Address: P.O. Box 216 A City: Atlanta Zip: 77002

FOR OFFICE USE ONLY

PLANNING: _____ Date: _____
 PUBLIC WORKS: _____ Date: _____
 BUILDING INSPECTION: Acceptable for Planning requirements only _____ Date: _____

City of Aurora
HISTORIC REVIEW BOARD
Application for Certificate of Appropriateness

PROJECT INFORMATION SHEET

IMPORTANT: In order for your application to proceed in a timely basis, this form and the required attachments **MUST** be completed in full. If your application is incomplete, no decision will be made and your request will be delayed. Please turn the complete application in at least **ONE WEEK** prior to the meeting (4th Thursday of each month) so that board members can become familiar with your property and project. It is helpful, but not required, if you can attend the meeting.

You will need to refer to the *City of Aurora Guidelines for Historic District Properties*, which may be obtained from City Hall.

Name WARREN AND BERNICE BEAN Date 2/3/2016
Business name (if applicable) _____
Physical address _____
Mailing address Box 446 Hubbard, OR 97032
Phone 503-784-4455 email whbean@northp.com
Type of project(s) List all
RESTAURANT AND RETAIL

Zoning: Residential Commercial
Type structure: House Commercial Church
Style: Colony Victorian Craftsman
 Ranch Contemporary
 Other (describe) _____

Project specifics:
 Painting: base color _____ mfg/number _____
 trim color _____ mfg/number _____
 trim color _____ mfg/number _____

Guidelines used. Item/page(s) _____

Please bring samples of colors you propose to use.

Fencing: Picket Stock Privacy
 Other (describe) _____
Dimensions: Height _____ Length _____
Color _____
Material _____
Location (as shown on site plan) _____
Guidelines used: Item/page(s) _____

pd 600⁰⁰
cc # 1075



Search Results for R10722

Owner Name
TROYER, VALERIE JO

Property ID Number
R10722

Owner Address
PO BOX 1950
SISTERS, OR 97759

Situs Address
21317 HIGHWAY 99E NE
AURORA, OR 97002

Alternate Account Number
1-40590000

Neighborhood

Map Tax Lot
041W13BA02300

[Get Map](#)

Levy Code Area
01506065 - AURORA CITY & FD

Tax Rate
16.1229

Property Description

Property Class
201 (COMMERCIAL IMPROVED)

Zoning
C

Miscellaneous Code

Property Code
R32 - RES, CLASS 3, 1 STORY WITH ATTIC

Related Accounts by Map Tax Lot
[P117652](#) [P326770](#) [P349357](#)

Linked Accounts

Mortgage Agent-Lender

Mortgage Account Number

Expiration Date

Exemption

Tax Roll Description
ACRES 2.29

Acreage
2.29

Year Built
1865

Split/Sub Account

Split/Sub Account Message

Special Account Information - Last Certified Year (2014)

EXHIBIT "A"

Beginning at a stone 6.75 chains Northerly of the Northwest corner of land deeded to Michael Shafer on the East boundary of the Southern Pacific Railroad; thence Northerly along the East boundary of said Railroad 11.12 chains; thence East 4.76 chains to the center of County Road leading from Aurora to Salem; thence South 11° 15' West on center of said road 9.30 chains to an iron pin; thence South 88° West 8.70 chains to the place of beginning, situated in the Northwest quarter of Section 13, Township 4 South, Range 1 West of the Willamette Meridian in Marion County, Oregon.

SAVE AND EXCEPT: Beginning at the intersection of the South line of said Smith property and the 1932 relocated center line of the Pacific Highway, at Engineer's Station 239 +55.3, said intersection being North 56°42' 1/2' East a distance of 2006.0 feet from the quarter corner between Sections 13 and 14, Township 4 South, Range 1 West, Willamette Meridian; thence South 88°00' West along said South property line a distance of 41.1 feet to a point which is 40.0 feet Westerly from (and measured at right angles to) said relocated highway center line as follows: North 11° 07' East a distance of 615.2 feet to the North line of said Smith property; thence East along said North line a distance of 40.8 feet to a point on the said relocated center line of the Pacific Highway at Engineer's Station 233 +41.5; thence South 11°07' West along said center line a distance of 613.8 feet to the point of beginning.

ALSO SAVE AND EXCEPT: Beginning at a stone on the Easterly line of the Southern Pacific Railroad right-of-way, said stone being 22.11 chains South 89°45' East and 17.10 chains North 11°15' East and 8.70 chains South 88°00' West from the quarter section corner between Sections 13 and 14 in Township 4 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence North 35°00' East along the Easterly line of said right-of-way 260.70 feet; thence North 33°00' East along the Easterly line of said right-of-way 159.50 feet; thence South 77°11' East 347.0 feet to the Westerly line of the Pacific Highway; thence South 10°43' West along the Westerly line of said Highway 256.40 feet, more or less, to the South line of a tract of land conveyed to James Smith, et al, by Deed recorded in Volume 197, Page 513, Deed Records of Marion County, Oregon; thence South 88°00' West along the South line of said Smith Tract 527.40 feet to the place of beginning.

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: Tim Kizziar of Coldwell Banker Reed Bros Realty firm (541) 479-5577 (the "Selling Firm") is the agent of (check one):
 Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Alex MacLean of Commercial Realty Advisors, NW LLC firm (503) 709-3563 (the "Buying Firm") is the agent of (check one):
 Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print) Warren Bean (sign) [Signature] Date: 10/21/15
Buyer: (print) Bernice Bean (sign) [Signature] Date: 10/24/15
Seller: (print) Valerie JoTroyer (sign) [Signature] Date: 10/19/15
Seller: (print) _____ (sign) _____ Date: _____

*Either signature will suffice for the Buyer

(No further text appears on this page.)

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") is accepted, made and entered into on the later of the two dates shown beneath the parties' signatures on the signature page attached hereto (the "Execution Date"):

BETWEEN: Valerie Jo Troyer ("Seller")
Address: P.O. Box 1950 Sisters, OR 97002
Home Phone: (541) 331-5876
Office Phone: _____
Fax No.: _____
E-Mail: vtroyer@gmail.com

AND: Warren & Bernice Bean and or Assigns ("Buyer")
Address: 1905 SE 10th Portland, OR 97210
Home Phone: _____
Office Phone: (503) 784-4455
Fax No.: _____
E-Mail threewb@gmail.com

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property": (a) the real property and all improvements thereon generally described or located at 12317 Highway 99 E in the City of Aurora, County of Marion, Oregon legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Three Hundred Seventy Thousand Dollars (\$370,000) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within one (1) day of the Execution Date, Buyer shall deliver to Seller (as defined herein), for the account of Buyer, \$1,600.00 as earnest money for the first 30 days. The second 30 days will be accompanied by an additional \$1,800.00 deposit which will become nonrefundable, but applicable (the "Earnest Money") in the form of:

Promissory note (the "Note"); Check; or Cash or other immediately available funds.

47 If the Earnest Money is being held by the Selling Firm Buying Firm, then the firm holding such Earnest
48 Money shall deposit the Earnest Money in the Escrow (as hereinafter defined) Selling Firm's Client Trust
49 Account Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after
50 such firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).
51

52 (b) If the Earnest Money is in the form of a Note, it shall be due and payable no later
53 than 5:00 PM Pacific Time three (3) days after the Execution Date; after satisfaction or waiver by Buyer of the
54 conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or Other: _____. If the
55 terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed
56 and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's
57 possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an
58 action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.
59

60 (c) The purchase and sale of the Property shall be accomplished through an escrow (the
61 "Escrow") that Seller has established or will establish with Fidelity Title, 900 SW Fifth Ave. Portland, OR 97204 c/o
62 Lori Medak (503) 222-2424 (the "Escrow Holder") within 3 days after the Execution Date. Except as otherwise
63 provided in this Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the
64 Earnest Money; (ii) the Earnest Money shall be non-refundable, and (iii) the Earnest Money shall be applied to the
65 Purchase Price at Closing.
66

67 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing
68 by cash or other immediately available funds; or Other: _____.
69

70 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the
71 "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal
72 Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-
73 exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller
74 each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided,
75 however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for
76 the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the
77 Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange
78 ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot
79 thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such
80 assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging
81 Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating
82 with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party
83 agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising
84 out of the 1031 Exchange.
85

86 2. Conditions to Purchase.

87
88 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

- 89
90 None;
91 Within 60 days of the Execution Date, Buyer's approval of the results of (collectively, the
92 "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the
93 document review described in Section 4 below; and (c) (describe any other condition) Buyers
94 sole confirmation of Buyers intended use for the property;

95 Buyer shall be granted three (3) thirty day (30) extensions, each of which will be accompanied
96 by a \$1,600.00 Non-Refundable, but Applicable deposit.

97 Within _____ days of the Execution Date, Buyer's receipt of confirmation of satisfactory
98 financing (the "Financing Condition"); and/or

99 Other _____ [Other conditions must be specifically identified].

100 The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

101
102 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the
103 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to
104 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically
105 terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to
106 the contrary herein, neither party shall have any further right or remedy hereunder.

107
108 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter
109 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants
110 as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the
111 structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest
112 infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters
113 affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase
114 of the Property including the economic feasibility of such purchase. If the transaction contemplated in this
115 Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer
116 shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of
117 any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and
118 expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and
119 inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or
120 any termination of this Agreement.

121
122 4. Seller's Documents. Within 5 days after the Execution Date, Seller shall deliver to Buyer or Buyer's
123 designee, legible and complete copies of the following documents, including without limitation, a list of the Personal
124 Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in
125 existence and to the extent such items are or come within Seller's possession or control: _____.

126
127 5. Title Insurance. Within 5 days after the Execution Date, Seller shall cause to be delivered to Buyer a
128 preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"),
129 showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown
130 therein as exceptions to title ("Exceptions"). Buyer shall have 5 days after receipt of a copy of the Preliminary Report
131 and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or
132 encumbrances affecting the Property. Within 5 days after receipt of such notice from Buyer, Seller shall give Buyer
133 written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection
134 by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of
135 money, eliminate such exceptions to title on or before Closing. Within 5 days after receipt of such notice from Seller
136 (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to
137 Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller
138 notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement.
139 On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which
140 Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth
141 in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed
142 "Permitted Exceptions."

144 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event
145 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,
146 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to
147 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If
148 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and
149 Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain
150 the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the
151 Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the
152 return of the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be
153 entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the
154 Property.

155
156 7. Closing of Sale.

157
158 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow, on or before
159 _____ or 10 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing
160 by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the
161 document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to
162 Seller.

163
164 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds
165 required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall
166 deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign
167 person" as such term is defined by applicable law and regulations.

168
169 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by statutory warranty
170 deed or Warranty (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard
171 ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee
172 simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions
173 contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form
174 policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and
175 any endorsements required by Buyer.

176
177 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer
178 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the
179 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees
180 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom
181 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing,
182 assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing
183 Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the
184 Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to
185 Tenancies shall be assigned and delivered to Buyer at Closing. Seller Buyer N/A shall be responsible for
186 payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or
187 program.

188
189 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)
190 existing as of the Closing Date, to Buyer on the Closing Date or _____.

192 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any
193 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's
194 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in
195 the Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing,
196 and Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10
197 and the attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results
198 of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's
199 Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and
200 correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing
201 for one (1) year.

202
203 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to
204 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has
205 satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-
206 refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,
207 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material
208 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c)
209 any service contracts or other agreements affecting the Property that are not terminable at the Closing.

210
211 12. Assignment. Assignment of this Agreement: is PROHIBITED; is PERMITTED, without consent
212 of Seller, is PERMITTED ONLY UPON Seller's written consent; is PERMITTED ONLY IF the assignee is an
213 entity owned and controlled by Buyer. Assignment is PROHIBITED, if no box is checked. If Seller's written
214 consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a
215 permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

216
217 13. Arbitration. IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE
218 FOLLOWING SHALL APPLY TO THIS AGREEMENT:

219
220 ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE
221 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED
222 BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT
223 INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND
224 PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF
225 PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND
226 ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS
227 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE _____ GEOGRAPHIC AREA (IF BLANK IS
228 NOT COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE
229 COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR,
230 FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF
231 THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION
232 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,
233 BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS
234 RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY
235 PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS
236 ACTION.

237 WB
238 Initials of Buyer

237 WJ
238 Initials of Seller

240 14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,
241 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an
242 attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to
243 this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party
244 its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually
245 incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the
246 amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any
247 appeal or review, and shall be in addition to all other amounts provided by law.
248

249 15. Statutory Notice. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
250 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS
251 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,
252 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW
253 USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS
254 AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE
255 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING
256 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED
257 LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT
258 OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
259 DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF
260 ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424,
261 OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.
262

263 16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO
264 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A
265 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A
266 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE
267 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE
268 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE
269 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT
270 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.
271

272 17. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency
273 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller
274 agrees to pay a commission to Selling Firm in the amount of either: Five percent (5%) of the Purchase Price or
275 \$_____. Seller shall cause the Escrow Holder to deliver to Selling Firm the real estate commission on the
276 Closing Date or upon Seller's breach of this Agreement, whichever occurs first.
277

278 18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement
279 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally
280 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of
281 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following
282 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in
283 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this
284 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such
285 notice will be deemed delivered on the next following business day.
286

287 19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for
288 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,

289 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail
290 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as
291 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic
292 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This
293 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall
294 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the
295 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous
296 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be
297 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely
298 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement.
299 The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller
300 each represents, covenants and warrants that such person has full right and authority to enter into this Agreement
301 and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this
302 Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.
303

304 20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed
305 and construed by, the laws of the State of Oregon.
306

307 21. Lease(s) and Personal Property.

308 21.1 Leases. Intentionally Deleted
309
310

311 21.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by
312 executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the
313 form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of
314 Sale. Seller shall remove all personal property prior to closing.
315
316

317 22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL
318 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT
319 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.
320

321 23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and
322 incorporated within this Agreement:

- 323 Exhibit A – Legal Description of Property [REQUIRED]
324 Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
325 Exhibit C – Bill of Sale (if applicable)
326 Exhibit D – Lead Paint Disclosure Addendum (if applicable)
327 Exhibit E – AS IS Exceptions (if applicable)
328
329

330 24. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement
331 on or before 5:00 PM Pacific Time on October 23, 2015, then the Earnest Money shall be promptly refunded to
332 Buyer and thereafter, neither party shall have any further right or obligation hereunder.
333

334 25. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons
335 of the United States not do business with any individual or entity on a list of "Specially Designated nationals and
336 Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer
337 hereinafter certifies that:

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25.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

25.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

Buyer Signature: _____ Date: _____

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer Warren & Bernice Bean and or Assigns
By _____ *W B* 10/21/15
Title _____
Date _____ *Bernice Bean* 10/21/15

Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.

Seller Valerie Jo Troyer
By _____ *Valerie Jo Troyer*
Title _____
Date _____ *10/19/15*

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CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	_____
• Earnest Money due date (Section 1.2.1(a)):	_____
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before _____
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within _____ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within _____ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within _____ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within _____ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within _____ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within _____ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within _____ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within _____ days of the Execution Date
• Closing Date (Section 7.1):	_____

384
 385

Initials of Buyer: _____
 Initials of Buyer: _____

Initials of Seller: _____
 Initials of Seller: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Ref Parcel Number. 041W13BA02300

Parcel Number. R10722

R: 04S R: 01W S: 13 Q: NW Q: NE

1 EXHIBIT D
2 LEAD-BASED PAINT DISCLOSURE ADDENDUM
3 (TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)
4

5 Seller and Buyer are parties to that certain Commercial Association of Brokers Oregon / SW Washington Purchase
6 and Sale Agreement and Receipt for Earnest Money (Oregon Commercial Form) dated _____, 20____ (the
7 "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum
8 without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by
9 this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase
10 Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing
11 signed by both Seller and Buyer.

12 LEAD WARNING STATEMENT

13 EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL
14 DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO
15 LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD
16 POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL
17 DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL
18 PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT
19 WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE
20 THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR
21 INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED
22 PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS
23 RECOMMENDED PRIOR TO PURCHASE.

24
25 AGENT'S ACKNOWLEDGMENT

26 Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of
27 his/her responsibility to ensure compliance.
28

29 SELLER'S DISCLOSURE

30 .1 Presence of lead-based paint and/or lead-based paint hazards (check one below):
31

32 Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).
33 _____
34 _____

35
36 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
37

38 .2 Records and reports available to Seller (check one below):
39

40 Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based
41 paint hazards in the housing (list documents below):
42 _____
43 _____

44
45 Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.
46
47

48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the
49 information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE
50 ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated
51 as an original.

Seller Agent [Signature] Date 10/19/15 ← Seller [Signature] Date 10/19/15 ←
Selling Firm Calwell Banker Real Estate Seller _____ Date _____ ←

52
53 BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE
54 AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.
55

56 BUYER'S ACKNOWLEDGMENT

57 .1 Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of
58 this form.

59
60 .2 Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

61
62 .3 Buyer has (check one below):

63 Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or
64 inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the
65 right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day
66 period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as
67 applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin
68 _____ and end _____. Buyer's failure to provide written notice of Buyer's election to rescind the Purchase
69 Agreement to Seller on or before _____, 20____ shall be deemed a waiver of Buyer's right to rescind as
70 provided in this addendum. If Buyer timely elects to rescind the Purchase Agreement as provided herein, the
71 Earnest Money shall be returned to Buyer, together with any interest thereon.

72 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
73 lead-based paint hazards.

Buyer [Signature] Date 10/21/15 ←

Buyer [Signature] Date 10/21/15 ←

74
75 CERTIFICATION OF ACCURACY
76

77 This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed
78 the information and certify, to the best of their knowledge, that the information they provided herein is true and
79 accurate.

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer Agent _____ Date _____ ← Seller Agent _____ Date _____ ←

Buying Firm _____ Seller Firm _____

80
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

EXHIBIT E
AS IS EXCEPTIONS

1
2
3
4
5
6
7
8

- None
- _____
- _____
- _____

EXISTING CONDITIONS MAP

TAX LOT 2300
 N.W. 1/4 SECTION 13, T.4S., R.1W., W.M.,
 CITY OF AURORA, MARION COUNTY, OREGON
 DECEMBER 15, 2015 SCALE 1"=20'

SURVEY NOTES:

THE DATUM FOR THIS SURVEY IS BASED UPON AN ASSUMED ELEVATION OF 200.00'. NO BENCHMARK WAS FOUND OR TIED FOR THE PERFORMANCE OF THIS SURVEY.

A TRIMBLE S6-SERIES ROBOTIC INSTRUMENT WAS USED TO COMPLETE A CLOSED LOOP FIELD TRAVERSE.

THE BASIS OF BEARINGS FOR THIS SURVEY IS PER MONUMENTS FOUND AND HELD PER RECORD OF SURVEY RECORDED UNDER PRIVATE SURVEY NUMBER 15648, RECORDS OF MARION COUNTY.

PROPERTY LINES SHOWN HEREON ARE APPROXIMATE IN NATURE AND SHOULD BE TREATED AS SUCH. NO RESOLUTION WAS PERFORMED. LINES SHOWN ARE FROM EXISTING SURVEY DATA AND EXISTING PARCEL MAP DATA AND WAS DONE FOR SITE/TOPO INFORMATION ONLY.

NO WARRANTIES ARE MADE AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE, ETC.

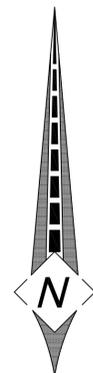
NO TITLE REPORT WAS SUPPLIED OR USED IN THE PREPARATION OF THIS MAP.

THE UNDERGROUND UTILITIES AS SHOWN ON THIS MAP HAVE BEEN LOCATED FROM FIELD SURVEY OF ABOVE GROUND STRUCTURES AND AS MARKED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR.

LEGEND:

Some Symbols shown may not be used on map

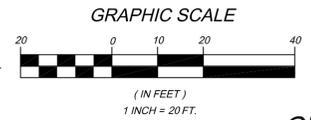
- | | | | |
|--|----------------------------|--|-----------------------------------|
| | DECIDUOUS TREE | | UTILITY AND LIGHT POLE |
| | EVERGREEN TREE | | UTILITY POLE |
| | STORM SEWER MANHOLE | | LIGHT POLE |
| | CATCH BASIN | | GUY WIRE |
| | SANITARY SEWER CLEANOUT | | ELECTRIC BOX |
| | SANITARY SEWER MANHOLE | | ELECTRIC METER |
| | WATER VALVE | | ELECTRICAL POWER PEDESTAL |
| | WATER METER | | ELECTRIC RISER |
| | FIRE HYDRANT | | HEAT PUMP |
| | GAS VALVE | | OVERHEAD LINE |
| | GAS METER | | GAS LINE |
| | BOLLARD | | ELECTRICAL LINE |
| | SIGN | | COMMUNICATIONS LINE |
| | MAILBOX | | SANITARY SEWER LINE |
| | COMMUNICATIONS PEDESTAL | | STORM DRAIN LINE |
| | COMMUNICATIONS MANHOLE | | WATER LINE |
| | COMMUNICATIONS BOX | | FENCELINE |
| | STORM OUTFALL | | UTILITY RISER |
| | FOUND MONUMENT | | DOWN SPOUT TO SPLASH GUARD/GROUND |
| | DOWN SPOUT TO STORM SYSTEM | | GAS STUB |
| | IRRIGATION CONTROL VALVE | | |



SIGNED ON:
 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 13, 2004
 TOBY G. BOLDEN
 60377LS

RENEW: DECEMBER 31, 2015



CENTERLINE CONCEPTS
 LAND SURVEYING, INC.
 729 MOLALLA AVE., SUITE 1 & 2
 OREGON CITY, OREGON 97045
 PHONE 503.650.0188 FAX 503.650.0189



**Aurora Restaurant Project
Warren & Bernice Bean**

Code Analysis

February 17, 2016

16.58.090 Site development plans.

A. Required information may be combined on one map. Site development plan(s) shall include the following information, as appropriate:

1. A vicinity map showing the proposed site and surrounding properties;

- *see attached survey drawing.*

2. The site size and its dimensions;

- *see attached survey drawing.*

3. The location, dimensions and names of all existing and platted streets and other public ways and easements on the site and on adjoining properties;

- *see attached survey drawing.*

4. The location, dimensions and names of all proposed streets or other public ways and easements on the site;

- *none.*

5. The location and dimension of all proposed:

a. Entrances and exits on the site,

- *see drawing A1.0a.*

b. Parking and traffic circulation areas,

- *see drawing A1.0a.*

c. Loading and services areas, where applicable,

- *see drawing A1.0a.*

d. Pedestrian and bicycle facilities,

- *see drawing A1.0a.*

e. Utilities;

- *see attached survey drawing.*

6. The location, dimensions and setback distances of all:

a. Existing structures, improvements and utilities which are located on adjacent property within twenty-five (25) feet of the site and are permanent in nature, and

- *see drawing A1.0a.*

b. Proposed structures, improvements, and utilities on the site;

- *see drawing A1.0a.*

7. Contour lines at two-foot intervals for grades zero to ten (10) percent and five-foot intervals for grades over ten (10) percent for current site grades;

- *see attached survey drawing.*

8. A grading plan that includes:

a. The identification and location of the benchmark and corresponding datum,

- *see attached survey drawing.*

b. Location and extent to which grading will take place indicating contour lines, slope ratios, and slope stabilization proposals,

- *see drawing A1.0a.*

c. The location of drainage patterns and drainage courses;

- *no significant changes to drainage patterns and courses.*

9. The location of any floodplain areas (one hundred (100) year floodplain and floodway);

- *none identified on the site.*

10. The location of any slopes in excess of twelve (12) percent;

- *see drawing A1.0a.*

11. The location of any unstable ground (areas subject to slumping, earth slides or movement);

- *none identified on the site.*

12. The location of any areas having a high seasonal water table within twenty-four (24) inches of the surface for three or more weeks of the year and any wetlands;

- *none identified on the site.*

13. The location of any areas having a severe soil erosion potential as defined by the soil conservation service;

- none identified on the site.

14. The method for mitigating any adverse impacts upon wetland, riparian or wildfire habitat areas;

- no adverse impacts by proposal.

15. A landscaping plan including:

a. Location and height of fences, buffers and screening,

- 5 foot high fence proposed at south side of parking lot as shown on drawing A1.0a.

b. Location of terraces, decks, shelters, play areas, and common open spaces where applicable,

- see patios shown on drawing A1.0.

c. Location of mechanical equipment and garbage enclosures, and applicable screening

- mechanical equipment will be located in attic of addition and to west of addition; garbage enclosure location shown on drawing A1.0a..

d. Location, type and size of plant materials, and

- only grass will be added to site.

e. Soil conditions, and erosion control measures that will be used;

- no special soil conditions have been identified; the building permit drawings will include erosion control plans for use during construction.

16. Elevation drawings of all sides of the development with landscaping shown as it will appear both at the time of planting and at maturity.

- see drawings A3.0, A3.1, A3.2, and A3.3. The site has many existing decorative trees and shrubs and these will be retained. There are no new plantings proposed.

16.58.100 Approval standards.

The Planning Commission shall make a finding with respect to each of the following criteria when approving, approving with conditions, or denying an application. The criteria shall be utilized in reviewing plans, drawings, sketches and other documents required by this subchapter. These criteria are intended to provide a frame of reference for the applicant in the development of site and building plans as well as a method of review for the City. These criteria shall not be regarded as inflexible requirements. They are not intended to discourage creativity, invention and innovation. It shall be the applicant's responsibility to display to the City how the applicable criteria are being best met for the subject property.

A. Provisions of all applicable chapters;

- no additional provisions not covered here are known at this time.

B. Buildings shall be located to preserve topography and natural drainage and shall be located outside areas subject to ground slumping or sliding;

- the proposed addition to the existing building fits nicely into the existing topography, as does the parking area.

C. Privacy and noise:

1. Buildings shall be oriented in a manner which protects private spaces on adjoining residential properties from view and noise,

- by placing the addition to the back of the existing building, the new interior spaces are 107 feet from the adjacent house to the south, so will minimize view and noise impacts.

2. On-site uses which create noise, lights, or glare shall be buffered from adjoining residential uses;

- by placing the addition to the building, the new spaces are 107 feet from the adjacent house to the south, so will minimize lights, glare, and noise impacts.

D. Residential private outdoor areas:

1. Structures which include residential dwelling units shall provide private outdoor areas which are screened from view by adjoining units,

- not applicable since no residential use proposed.

2. Private open space such as a patio or balcony shall be provided and shall be designed for the exclusive use of individual units and shall be at least forty-eight (48) square feet in size with a minimum width dimension of four feet, and

a. Balconies used for entrances or exits shall not be considered as open space except where such exits or entrances are for the sole use of the unit, and

b. Required open space may include roofed or enclosed structures such as a recreation center or covered picnic area,

- not applicable since no residential use proposed.

3. Wherever possible, private outdoor open spaces should be oriented toward the sun;

- not applicable since no residential use proposed.

E. Residential shared outdoor recreation areas:

1. In addition to the requirements of subsection D of this section, usable outdoor recreation space shall be provided in multifamily residential developments for the shared or common use of all the residents in the following amounts:

a. Studio up to and including two-bedroom units, two hundred (200) square feet per unit, and

b. Three or more bedroom units, three hundred (300) square feet per unit,

- not applicable since no residential use proposed.

2. The required recreation space may be provided as follows:

a. It may be all outdoor space, or

- b. It may be part outdoor space and part indoor space; for example, an outdoor tennis court, and indoor recreation room,
- c. It may be all public or common space,
- d. It may be part common space and part private; for example, it could be an outdoor tennis court, indoor recreation room and balconies on each unit, and
- e. Where balconies are added to units, the balconies shall not be less than forty-eight (48) square feet,
- f. Shared outdoor recreation space shall be readily observable for reasons of crime prevention and safety;

- not applicable since no residential use proposed.

H. Demarcation of public, semipublic, and private spaces;

- 1. Structures and site improvements shall be designed so that public areas such as streets or public gathering places, semipublic areas and private outdoor areas are clearly defined in order to establish persons having a right to be in the space, in order to provide for crime prevention and to establish maintenance responsibility, and
- 2. These areas may be defined by a deck, patio, low wall, hedge or draping vine, a trellis or arbor, a change in level or landscaping;

- not applicable since no residential use proposed.

I. Crime prevention and safety:

- 1. In residential developments, interior laundry and service areas shall be located in a way that they can be observed by others,
- 2. Mail boxes shall be located in lighted areas having vehicular or pedestrian traffic,
- 3. Exterior lighting levels shall be selected and the angles shall be oriented towards areas vulnerable to crime, and
- 4. Light fixtures shall be provided in areas having heavy pedestrian or vehicular traffic and in potentially dangerous areas such as parking lots, stairs, ramps and abrupt grade changes. Fixtures shall be placed at a height so that light patterns overlap at a height of seven feet which is sufficient to illuminate a person;

- no crime is expected in this area.

J. Access and circulation:

- 1. The number of allowed access points for a development shall be as determined by the City Engineer in accordance with standard engineering practices for City rights-of-way, as determined by Marion County for county rights-of-way, and as determined by the Oregon Department of Transportation for access to Highway 99E,
- 2. All circulation patterns within a development shall be designed to accommodate emergency vehicles;

- only one access point is proposed, per ODOT requirements; we have met with ODOT staff and they have indicated they believe the proposed change is approvable by them.

K. Public transit:

- 1. Provisions within the plan shall be included for providing for transit if the development proposal is adjacent to existing or proposed transit route.
- 2. The requirements for transit facilities shall be based on:
 - a. The location of other transit facilities in the area,
 - b. The size and type of the proposal.
- 3. The following facilities may be required:

- a. Bus stop shelters,
- b. Turnouts for buses, and
- c. Connecting paths to the shelters;

- no special transit improvements are proposed.

L. All parking and loading areas shall be designed in accordance with the requirements set forth in Chapter 16.42;

- we concur with this requirement.

M. All landscaping shall be designed in accordance with the requirements set forth in Chapter 16.38;

- we concur with this requirement.

N. All public improvements shall be designed in accordance with the requirements of Chapter 16.34;

- no public improvements are proposed.

O. All facilities for the handicapped shall be designed in accordance with the requirements set forth in the ADA requirements;

- the facility will be made ADA accessible during the building permit phase of work.

P. All of the provisions and regulations of the underlying zone shall apply; and

- we concur with this requirement.

Q. All properties located in the historic commercial or historic residential overlay shall be designed in accordance with the requirements set forth in Title 17 of the Aurora Municipal Code.

- we concur with this requirement and will be meeting with the Historic Design Board on February 25th.

**Aurora Restaurant Project - Additional Information
Warren & Bernice Bean**

Code Analysis

February 22, 2016

Additional Information Requested by City Planner:

A) The total square footage of the addition- specified by rooms such as store, toilets, restaurant, office space, storage etc. Please also provide the sq footage of the proposed patio.

Main Floor (2,950 sf):

Dining	1500
Kitchen	500
Storage	200
Restrooms	250
Corridors	200
Stairs	300

Lower Daylight Basement (2,700 sf):

This space will initially be unfinished and is for expansion if the project is successful. If finished out in the future it would likely be:

Dining	850
Kitchen	300
Storage	800
Restrooms	250
Corridors	200
Stairs	300

Outdoor Spaces:

Front Patio	150
Rear Patio	1900

Note: All of the areas listed are approximate and represent the usable square feet. We request that some flexibility be maintained for building size, by plus or minus 20%. The detailed design of the kitchen, which will be determined by the final selection of menu, can't be accomplished until the construction drawing stage of design is undertaken. The kitchen design can potentially require changes to the proportions of the interior spaces. The overall goal is that the seating areas are looking out over the very attractive existing landscaping and paths in the interior of the site (which currently needs maintenance since it is somewhat overgrown with blackberries). So that view will be the predominant force in the determinant of the final interior layout.

B) Drawing A2.0 shows enclosed "toilets" space connecting to the existing structure but drawing A2.0a does not show a connection. Is this the 2nd story?

Drawing A2.0a shows the addition disconnected as a site layout option, should that be preferred by the City as an adjustment. If the addition is disconnected then the restrooms (which were located to serve both the existing and new space alongside a connecting corridor) would be placed more interior on the main floor and the overall Main Floor size would reduce to 2,700 sf.

C) A lighting plan will need to be submitted. This can be condition as a staff level review but if one is available, please submit for HRB and PC review as well.

We don't have a detailed lighting plan at this time so will be appreciative if that can be a condition at staff level review.

D) Do you have the approved access permit from ODOT yet or any correspondence with them that you can submit with the application?

We have not yet applied to ODOT, however Warren Bean and Aron Faegre met with three ODOT staff in Salem on January 28th at 2pm, and showed them the same site plan we have submitted with this application. We learned that the existing driveway is fully legal and could be re-used. We requested that the existing driveway be allowed to remain with the addition of the new proposed driveway. However we learned with certainty that only one driveway would be allowed by ODOT. They gave us the application materials and said that they could see no reason that the new driveway wouldn't be approved as a replacement for the existing driveway, as long as the property title does not contain any conditions of control of access. Warren Bean has checked the property title and finds that there are no controls of access listed, so the revised access appears fully approvable by ODOT. They said that the existing driveway could remain open during construction of the addition so that the new driveway would be a construction driveway for that period of time. However at the end of the project the old driveway would have to be completely removed from the right-of-way. We asked if the existing driveway could simply be gated so that it could still be used for emergency or on an occasional basis. They said no, it would have to be completely removed. They also explained that ODOT permits are available if any new utilities need to be connected in the street. They said that the first 20 feet of driveway at the property line would need to be asphalt to make access to Highway 99 easy for cars. This paragraph is my memo record of the meeting.

E) The application states the garbage enclosure location is shown on the drawings but information on the garbage enclosure materials is not provided. Please provide materials and specifications for the enclosure.

The structure of the enclosure would be CMU (concrete masonry units) and the exterior finish would be wood siding painted white to match the building.

F) What will the parking lot be made of? Asphalt or gravel?

The parking lot would be gravel, with the exception of the first 20 feet at the property line, which would be asphalt as required by ODOT. In addition, there would be a small area paved for ADA parking, adjacent to an accessible walkway at the front north side of the parking area.



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WARREN & BERNICE BEAN
AURORA
RESTAURANT PROJECT
21517 HWY 99 E - AURORA, OREGON 97002

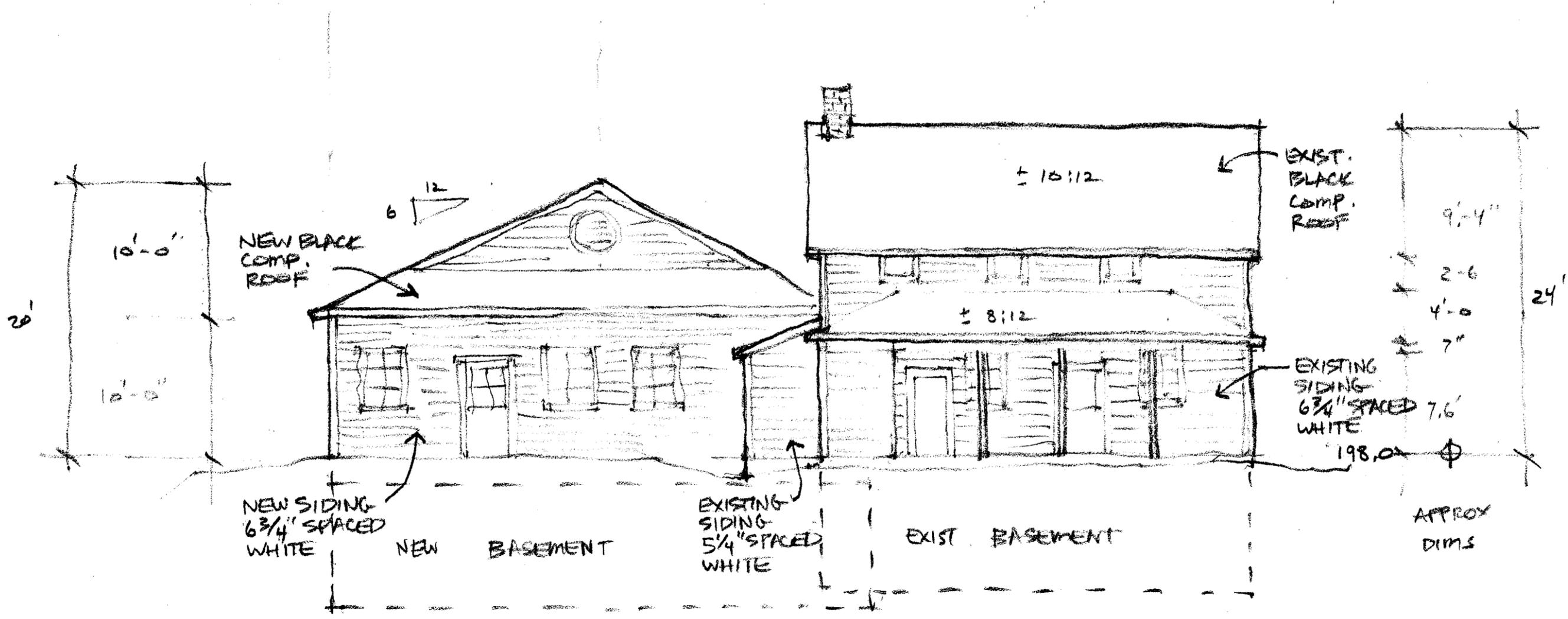
SITE
PLAN

DATE: 2-15-16

CHECKED BY:
AF

REVISIONS

PAGE:
A1.0



NEW SIDING
6 3/4" SPACED
WHITE

NEW BASEMENT

EXISTING
SIDING
5 1/4" SPACED
WHITE

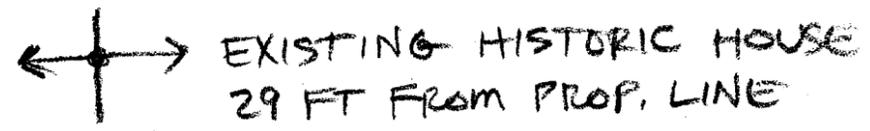
EXIST. BASEMENT

EXIST.
BLACK
COMP.
ROOF

EXISTING
SIDING
6 3/4" SPACED
WHITE
198.00

APPROX
DIMS

NEW ADDITION
88 FT FROM PROP.
LINE (59 FT BEHIND
FRONT OF HISTORIC
HOUSE FRONT)



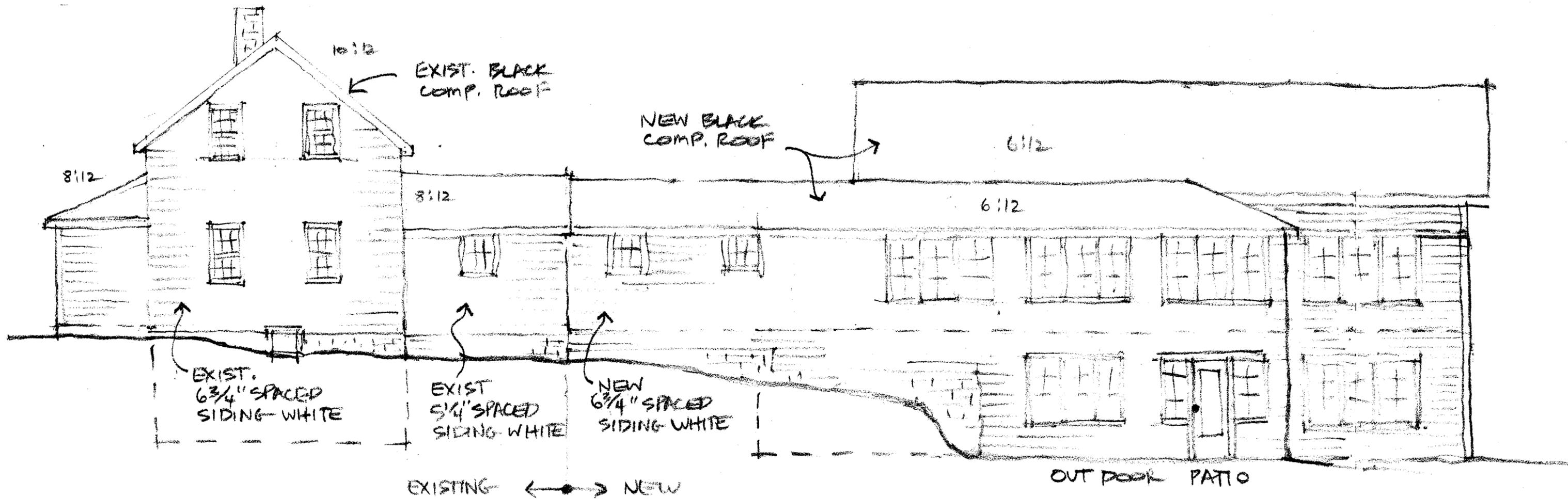
EAST ELEVATION - WARREN & BETNICE BEAN PROJECT

1/8" = 1'-0"

2-15-2016



A3.0
Aron Faegre
520 SW Yamhill St.
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NORTH ELEVATION - WARREN & BERNICE BEAN PROJECT

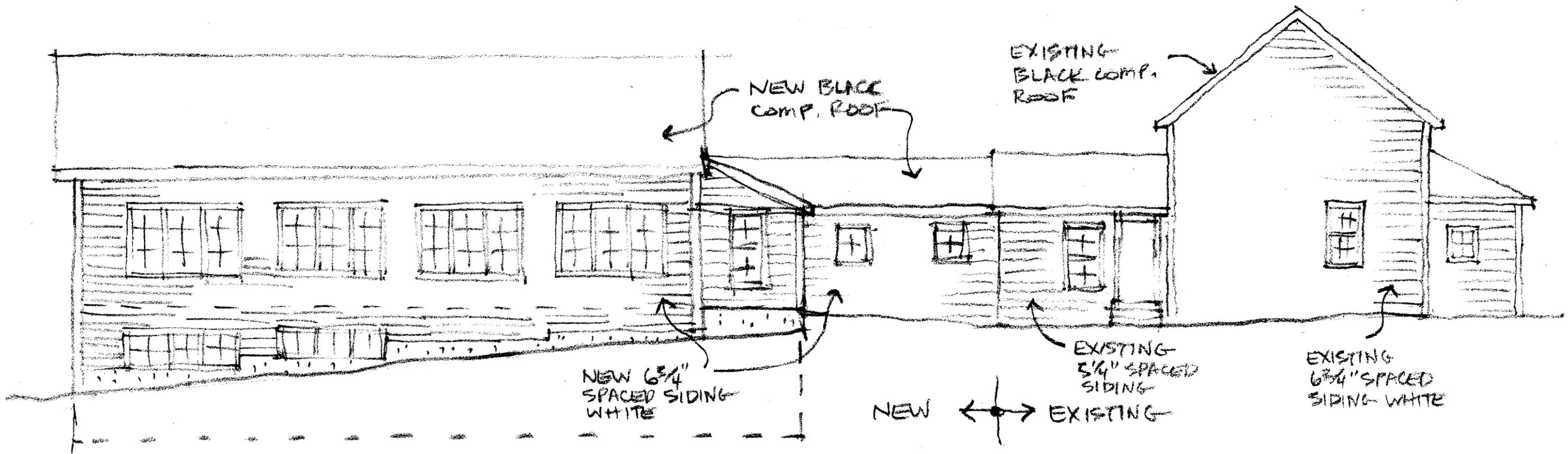
1/8" = 1'-0"

2-15-2016



A3.1

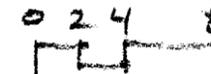
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SOUTH ELEVATION - WARREN & BERNICE BEAN PROJECT

1/8" = 1'-0"

2-15-2016



A3.2

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WEST ELEVATION - WARREN & BERNICE BEAN PROJECT

1/8" = 1'-0"

2-15-2016



A3.3

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