

City of St. Helens
ORDINANCE NO. 3243

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR THE FOREST TRAIL SUBDIVISION PLANNED DEVELOPMENT PURSUANT TO ORS 94.504 – ORS 94.528

WHEREAS, the City of St. Helens City Council after consideration of the staff report for file Development Agreement DEV.1.18, recommendation of the Planning Commission, and testimony and evidence presented during the public hearings on the requested Development Agreement between the **City of St. Helens** and **SJRE Ventures, LLC**, finds and determines that the proposed Development Agreement is in the best interest of the public health, safety and welfare, meets a public need, and provides a public benefit; and that said Agreement is consistent with applicable City of St. Helens Laws and Ordinances.

NOW, THEREFORE, THE CITY OF ST. HELENS DOES ORDAIN AS FOLLOWS:

Section 1. The above recitations are true and correct and are incorporated herein by reference.

Section 2. The City of St. Helens adopts the **Statutory Development Agreement for the Forest Trail Subdivision** (together with Exhibits attached thereto) attached hereto as **Attachment "1"** and made a part by this reference.

Section 3. This Ordinance shall be effective as provided in **Attachment "1"** and the City Charter, provided this Ordinance shall not be effective if the unaltered **Attachment "1"** is not fully executed by the Owner and Mortgage Holders and delivered in its original executed form (no copies) to the City by 5:00 P.M., Monday, September 9, 2019.

Section 4. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 5. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: July 17, 2019
Read the second time: August 7, 2019

APPROVED AND ADOPTED this 7th day of August, 2019 by the following vote:

Ayes: Locke, Carlson, Morten, Topaz, Scholl
Nays: None



Rick Scholl, Mayor

ATTEST:


Kathy Payne, City Recorder

AFTER RECORDING RETURN TO:

City of St. Helens
PO Box 278
St. Helens, OR 97051

SJRE Ventures, LLC
PO Box 613
St. Helens, OR 97051

▲ This Space for Recorder's Use Only ▲

**STATUTORY DEVELOPMENT AGREEMENT
FOR THE FOREST TRAIL SUBDIVISION**

THIS AGREEMENT, made and entered into this 7th day of **August, 2019** by and between the **CITY OF ST. HELENS**, an Oregon Municipal Corporation, hereinafter referred to as "**CITY**," and **SJRE Ventures, LLC**, hereinafter referred to as "**OWNER**,"

WHEREAS, it is the desire of **OWNER** to develop a Planned Development consisting of:

18 Lots for residential development, wetland/protection zone tract(s), both public and private streets, and related infrastructure improvements. Total size of the Planned Development is approximately 4.6 acres.

Said development to be known as the **Forest Trail Subdivision**, herein after referred to as "**PD**," more particularly described in the application, approval documents and plans, in the official **CITY** Planning Department File(s) incorporated herein by this reference; and

WHEREAS, the **PD** is situated and being in the City of St. Helens, Columbia County, Oregon and legally described on **Exhibit A** which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Sensitive Lands Article of the St. Helens Municipal Code, hereinafter referred to as "**SHMC**," authorizes averaging of wetland protection zone width surrounding sensitive wetland areas within the **PD** with a Development Agreement; and

WHEREAS, **SHMC** 17.40.050(2)(a) states that wetland protection zones may be made part of individual lots with a Development Agreement, provided additional protection zones or off-site mitigation over the minimum standard is provided as consideration for such flexibility; and

WHEREAS, **OWNER** will establish and form a Planned Community (aka: Home Owners Association) an Oregon not-for-profit organization, hereinafter "**ASSOCIATION**," to provide for the continued maintenance of all Common Areas, including specifically the wetland and upland preservation areas within **PD**; and

WHEREAS, on April 10, 2018, the **City of St. Helens Planning Commission** considered this proposed Development Agreement at a public hearing held in accordance with the notice and advertising

requirements of the SHMC and Oregon Revised Statutes, and after deliberations the Planning Commission recommended approval of this Development Agreement to the City Council; and

WHEREAS, on May 16, 2018 the **City of St. Helens City Council**, considered this proposed Development Agreement at a public hearing held in accordance with the notice and advertising requirements of the SHMC and Oregon Revised Statutes; and

WHEREAS, on August 7, 2019, the **City of St. Helens City Council**, deliberated on this proposed Development Agreement and moved to adopt Ordinance No. 3243 approving this Development Agreement; and

WHEREAS, the **City of St. Helens City Council** finds and determines that the proposed PD and this Development Agreement is consistent with the CITY Comprehensive Plan and applicable SHMC in effect at the time of approval of this Agreement, ORS 94.508(1); and

WHEREAS, the **City of St. Helens City Council** has authority pursuant to ORS 94.508(2) to enter into this Agreement after adoption of a City Ordinance approving the Agreement pursuant to the St. Helens City Charter, and ORS 94.504 through ORS 94.528, as well as the SHMC.

NOW THEREFORE, the parties do hereby agree as follows:

1.0 RECITATIONS.

The above recitations are true and correct and are incorporated herein by this reference.

2.0 INTENT AND PURPOSE.

This Development Agreement is intended to facilitate development of property containing sensitive lands, including significant wetlands and associated protection zones, by facilitating clustering of development and project density and averaging of protection zone widths together with the functional arrangement of wetland and upland protection zones, designed to maximize wildlife utilization and habitat protection.

3.0 LEGAL AND EQUITABLE OWNERSHIP.

OWNER, represents and warrants that it is the fee owner of the land constituting the PD including specifically the real property described in **Exhibit A** attached hereto and made a part hereof by this reference.

4.0 UNIFIED OWNERSHIP.

The OWNER hereby warrants that it has unified ownership of all real property included in the PD. Documents certifying title includes **Deed Reference No. 2017-11687, Records of Columbia County, Oregon**. A covenant of unified control by the OWNER is attached hereto and incorporated herein as **Exhibit B**.

**5.0 DEVELOPMENT PLAN USES, DENSITY, INTENSITY, HEIGHT
[ORS 94.504(2)(b)(c)(d)]**

The OWNER agrees that this PD will be undertaken and carried out in accordance with this Agreement and with the following:

- .1 The development of the PD will be undertaken and carried out in accordance with this Agreement, the preliminary plat, the final plat, the construction plan approval and the construction permit as officially approved and adopted by the CITY, and in strict compliance with the approved timetable of development.
 - (a) The development of this PD at preliminary development approval stage, including but not limited to infrastructure construction, shall be accomplished in accordance with the preliminary development plat dated **March 8, 2018**, a copy of which is attached hereto as **Exhibit C** and made a part hereof by this reference.
 - (b) The development of this PD at preliminary development approval stage, including but not limited to infrastructure construction, shall be accomplished in accordance with the construction plan approval and construction permit to be approved by the St. Helens Engineering Department, in accordance with such laws, ordinances and regulations as were in effect at the time the application for the preliminary plan and plat approval was deemed complete.
 - (c) The remaining development of this PD must be accomplished in accordance with the final plat to be approved by the City in accordance with such laws, ordinances and regulations as may be in effect at the time of such final plat approval.
 - (d) When not specifically addressed in this Agreement, and any plat or plan approved as part of this Agreement, and except as provided for subdivision infrastructure construction in ORS 92.040, all permits and authorizations for the development of this PD project shall be in accordance with the law in effect at the time further development permits or authorizations are sought.
 - .2 The permitted development uses, maximum densities, intensities, building height, and dimensions permitted for the PD shall be those specifically set forth below and as depicted on the approved plan, plat and construction plans and permits:

Uses: Detached single-family dwellings and their accessory uses.

See **Exhibit D** (table of standards) for standards specific to this PD.

All other standards are per the SHMC.
 - .3 The special conditions and requirements adopted or imposed by the CITY in the process of the approval of the preliminary development plat for the PD which are set forth in **Exhibit E** and **Exhibit F**, attached hereto and made a part hereof, shall be strictly adhered to by the OWNER.
- 6.0 PHYSICAL COMMENCEMENT AND COMPLETION OF DEVELOPMENT**
[ORS 94.504(4)]

The timetable for development as officially approved and adopted by the CITY in accordance with the SHMC is set forth in **Exhibit E** and **Exhibit F**, attached hereto and made a part hereof, and shall be strictly adhered to by the OWNER.

7.0 VESTED RIGHTS

.1 Except where specified in this Agreement, the OWNER shall have the right to develop the PD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the preliminary plat approval, the officially approved construction plan and permit, and the final subdivision plat. Failure to strictly comply with any such provisions or requirements shall be deemed a breach of this Agreement.

.2 There shall at all times be a strict adherence to the provisions of this Development Agreement and the approved preliminary and final development plans/plats as well as the approved construction plans and permits. Any change or amendment to this Agreement, the preliminary and final plans, plats, construction plans or permits can only be made in accordance with such laws and ordinances as may be in effect at the time of such Amendment or change. The limitations and restrictions imposed on local governments by ORS 92.040 are expressly understood to be inapplicable to changes or amendments to the above-referenced approvals.

.3 Notwithstanding the timetable of development, and subject to unilateral amendment by the CITY to address then current public health and safety regulations, in the event that all or a portion of the PD should be destroyed by a storm, fire or other common disaster, the OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the preliminary and final development plan/plat, approved construction plans and permits, as the same may be formally amended from time to time.

8.0 DURATION OF AGREEMENT AND CONTINUING OBLIGATIONS

[ORS 94.504(2)(a)]

The duration of this Agreement commences upon Ordinance adoption and execution and terminates on the date of the preliminary plat becomes void per Condition 1 in **Exhibit E**. Termination of the duration of this Agreement only terminates authorization to engage in physical construction and development of the property, including vertical construction of any building and associated developments for this Agreement. Other requirements of this agreement such as recorded conservation easement or recorded notice of development restriction remains in full force and effect as the development approval and authorization for completed development, including all continuing maintenance obligations.

9.0 PROVISION FOR THE RESERVATION, DEDICATION OR SALE OF LAND FOR PUBLIC PURPOSES. [ORS 94.504(2)(e)]

.1 OWNER shall dedicate to the CITY prior to, or concurrent with, the final plat for the project, such permanent easements and dedications, including specifically but not limited to, utility easements, public street, access, drainage easements, and public rights-of-way, as are necessary to implement the

preliminary plat and address all the public service needs of the PD. Said easements and dedications shall be in a form approved by the City Engineer and City Attorney and shall be recorded after approval and acceptance by the City. The dedications, including easements and public rights-of-way shall be provided by the OWNER at no cost to the CITY.

.2 OWNER shall comply with the common area requirements of the SHMC and Section 12 of this Agreement. Owner agrees to convey a conservation easement to the City of St. Helens with the express provision that the City may enforce the preservation area maintenance requirements through appropriate legal action against the Association and the owners of all the lots in the PD. Such easement or deed, as applicable, shall be in a form approved by the City Attorney.

10.0 SCHEDULE OF FEES OR CHARGES

[ORS 94.504(2)(f)]

All development authorized in the PD is subject to payment of applicable System Development Charges (SDC's) and utility fees and charges at the applicable trigger times, usually building permit issuance, in the SDC ordinances and other codes in effect at the time development occurs. This Agreement does not award or grant any SDC credits to any party nor does this Agreement freeze or otherwise fix the SDC charges for development referenced herein. This Agreement does not award, grant, prohibit, or preclude an Advance Financing District Ordinance.

11.0 RESPONSIBILITY FOR INFRASTRUCTURE

[ORS 94.504(2)(h)]

The OWNER is fully responsible for the construction of all infrastructure development to support the PD including public facility improvements (street/traffic improvements, water, sewer and storm water) common area improvements and restoration, and project infrastructure, including private utilities, and amenities, both on-site and off-site and as required by the SHMC, including City Engineering Standards, as more fully set forth in the conditions for the Subdivision Preliminary Plat / Sensitive Lands Permit Findings of Fact and Conclusions of Law and Order attached hereto as **Exhibit F**, and made a part hereof by this reference.

12.0 RESPONSIBILITY FOR COMMON AREAS, INCLUDING WETLAND AND UPLAND PRESERVATION TRACTS AND OPEN SPACE TRACTS

The SHMC requires that common areas, including shared open space, be shown on the final plat and recorded. The SHMC further requires, subject to acceptance by the CITY, either the fee simple conveyance by the OWNER to the CITY of open space tracts for conservation and open space purposes or conveyance to a Corporation, Association or other legal entity for purpose of preservation and continued maintenance. As the City requires conveyance of said tracts to the ASSOCIATION, the following shall apply:

.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions (hereinafter the "CC&R") for the PD. As a part of said Covenants and Restrictions, the ASSOCIATION shall be established for the maintenance, operation and management of the Common Areas as defined therein. All of the above areas in the PD are designated and shown on the Preliminary Development Plat Forest Trail

which is attached hereto as **Exhibit "D"** and made a part hereof. The CC&R shall be part of the first application for Final Development Plat approval and shall be in conformity with the City Community Development Code and Oregon State Statutes.

.2 It shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument which does not contain the CC&Rs or incorporate them by reference. The ASSOCIATION shall not be dissolved nor shall it dispose of any Common Areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the Common Areas, without first receiving approval of the CITY. The CITY, as a condition precedent to the dissolution or disposal of Common Areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.

.3 In the event that the ASSOCIATION (or any successor organization) fails at any time to maintain the Common Areas of the PD in reasonable order and condition in accordance with the approved preliminary and final development plats, and any preservation area management plan then the CITY can serve written notice by certified mail, return receipt requested, upon such organization or upon each owner of real property within the PD, which notice shall set forth the manner in which the organization has failed to maintain the Common Areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the City Planning Commission at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the CITY may allow, then the CITY, in order to preserve the taxable values of the real property within the PD and to prevent the Common Areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the CITY entering upon such Common Areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and (if such organization is dissolved) to each owner of real property within the PD and shall be published in a newspaper of general circulation published in St. Helens, Oregon. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the CITY may determine that it is or is not advisable for the CITY to enter upon such Common Areas, take non-exclusive possession of them and maintain them, according to CITY standards and the management plan, if any, for one (1) year. Such entry, possession and maintenance when followed in accordance with the above procedures shall not be deemed a trespass. In no event shall any such entry, possession and maintenance be construed to give to the public or the CITY any right to use the Common Areas.

.4 The CITY may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such Common Areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one (1) year periods.

.5 The cost of such maintenance by the CITY, including the full administrative cost of the notice and hearing processes identified herein and outlined above, shall be assessed ratably against the real properties within the PD, the owners of which have the right to the enjoyment of the Common Areas and

shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefore.

13.0 ASSUMPTIONS UNDERLYING AGREEMENT AND CHANGED CIRCUMSTANCES
[ORS 94.504(6)]

The assumptions underlying this Agreement, specifically as regards the ability of the CITY to service the PD with regards to public facilities, are set forth herein, or are incorporated into or referenced in this Agreement. In particular, the terms, conditions and restrictions of this Agreement as well as the law in effect at the time further development approvals are sought, determine the ability of the PD to be served. In the event of changed circumstances, this Agreement provides for permitted amendment, modification or revocation. This Agreement specifically contemplates development of the PD in accordance with the approved timetable of development.

14.0 BUDGET AND GENERAL DISCLAIMER
[ORS 94.504(5)]

ORS 94.504(5) requires that this Development Agreement specifically state that all CITY obligations to expend moneys under this Development Agreement are contingent upon future appropriations as part of the local budget process. Nothing in this Agreement requires the CITY to appropriate such moneys.

The CITY and OWNER are entering into this Agreement voluntarily in the spirit of cooperation and coordination to jointly achieve the OWNER's desire to develop property with sensitive lands and the CITY's desire to facilitate and reward development which recognizes environmental constraints and incorporates preservation and protection into the development plan. However, nothing in this Agreement makes the OWNER subject to public contracting rules and regulations and nothing herein makes the CITY or OWNER responsible for the contracts or commitments of the other as regards development of the respective PD.

OWNER is not the CITY'S agent and CITY is not the OWNER'S agent for purposes of any contracts or commitments made by either party. OWNER acknowledges and agrees that future final development approvals, including final plat approval, construction plan approval, construction permits and building permits are subject to compliance with all applicable approved plans, approval conditions and applicable land development regulations in effect at the time the approvals are sought, except as may be provided for infrastructure construction in ORS 92.040. No rights to obtain final development approvals, (e.g., final plat approval or building permits) nor any other rights to develop the PD have been granted or implied simply by the CITY'S approval of this Development Agreement, including the donations and dedications contained herein, without OWNER'S full compliance with approved plans, approval conditions and the applicable law in effect at the time such final approvals are sought. The OWNER, or its successors and assigns, may not attempt to force the CITY to approve the final plan, plat or other development authorizations, including building permits, by asserting that the CITY has committed to such approvals for the PD based on the theory of vested rights or equitable estoppel or any other legal theory based on the CITY'S approval of this Agreement, or other approval, or acceptance of donations and dedications herein.

CITY approval of the final plat/plan requires OWNER'S full compliance with approval conditions and all applicable laws.

15.0 FUTURE DISCRETIONARY APPROVALS

[ORS 94.504(3)]

The following is a list of all discretionary local development approvals necessary for the development of the PD:

- Final Plat approval;
- Applicable Local, State, Federal Agency permits prerequisite to construction activity; and
- Building Permits, where discretionary criteria enter into the decision.

The terms, restrictions and requirements of these approvals are set forth in the applicable City Ordinances, including the SHMC, applicable State statute and regulations, the preliminary approvals and this Agreement. Generally, the law in effect at the time of the application governs the review and approval of the decision, when not inconsistent with the preliminary approval, except for development infrastructure. All local development approvals and permits identified in this Agreement shall be obtained at the sole cost of the OWNER. The failure of this Agreement to address a particular permit, condition, license, term or restriction shall not relieve the OWNER of the necessity of complying with the law governing said permitting requirements, licensure, conditions, terms or restrictions. Any matter or thing required to be done pursuant to the requirements of the ordinances of the CITY shall not be otherwise amended, modified or waived unless such modification, amendment or waiver is expressly provided for in this Agreement with specific reference to the provisions so modified waived or amended. In no event shall delay in obtaining permits from other agencies be deemed as automatically requiring an extension of time to obtain required development approvals or the Development Agreement with CITY. Nor shall such delay be interpreted as requiring the CITY to approve an extension of time to any existing development order or Development Agreement. The following City disclaimer and sworn statement requirement, included in all preliminary approvals with sensitive lands is expressly made applicable here:

Prior to any land clearing, alteration, or physical construction (other than survey work or environmental testing) on a site, the owner and developer, if any, shall execute a sworn statement under penalty of perjury and false swearing, that owner/developer has obtained all required Federal, State, and Local authorizations, permits licenses, and approvals for the proposed development, including any proposed use, or alteration of the site, including also any off-site improvements. Owner/developer shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible Federal, State and Local authorities, or other entities, necessary to use and develop the property in the manner contemplated, including all authorizations (e.g., construction plan approval and construction permits) necessary to perform land clearing, construction and improvement of property in the location and manner contemplated. This provision includes, but is not limited to, when applicable specifically, a permit or statement from the National Marine Fisheries Service and/or Fish and Wildlife Service that owner/developer's proposed use and/or development will not take or harm any endangered or

City of St. Helens Ordinance No. 3243 Attachment 1, Development Agreement Page 8 of 15

threatened species as that term is defined in applicable Federal Statutes and Administrative Rules. The City of St. Helens has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying owner/developer's compliance with the applicable state and federal agency permit, license or approval requirements. Any permit or authorization granted by the City, including any sensitive lands exemption, exception, permit, approval or variance pursuant to the St. Helens Municipal Code shall not in any way be interpreted as a waiver, modification, or grant of any state or federal agency permits or authorizations or permission to violate any state or federal law or regulation. Owner/developer shall be held strictly liable, and shall hold the City of St. Helens harmless for administrative, civil and criminal penalties for any violation of Federal and State statutes, including but not limited to the Clean Water Act, Endangered Species Act and regulations implementing such laws. Nothing herein shall be interpreted as restricting or limiting the City from bringing an enforcement action under the St. Helens Municipal Code.

16.0 SCHEDULE/PROCEDURE FOR COMPLIANCE REVIEW

[ORS 94.504(2)(g)]

Two weeks prior to the anniversary date of the adoption of this Ordinance approving this Agreement, the OWNER and CITY shall submit a written report to the City Council, for consideration at the next available Council meeting. The report shall address the extent and timing of compliance with the terms and conditions of this Agreement by both parties. The submission shall be made in letter form to the City Administrator for placement on the next available agenda. The Council shall review this report and this Agreement at the next available meeting, and if deemed necessary shall direct a report allowing this Agreement to be considered and monitored for compliance on or about the subsequent anniversary date of this Agreement. The Planning and Engineering Departments shall prepare the City's portion of the report. If the Council believes the reports demonstrate failure to comply with the terms of this Development Agreement, this Agreement shall be referred to the Planning Commission for recommendation to the Council. In accordance with the amendment/revocation procedures the Council shall determine whether the evidence demonstrates that the OWNER or CITY has not complied in good faith with the terms and conditions of this Development Agreement. At such time the Council shall also determine whether this Agreement should be amended, modified, revoked or terminated.

17.0 BREACH OF AGREEMENT/ENFORCEMENT

[ORS 94.505(j)]

.1 It is the intent of the parties to strictly comply with the terms and conditions of this Development Agreement to the mutual benefit of both the OWNER and the CITY.

.2 In the event either party believes a material breach of the terms and conditions of this Agreement has occurred, the injured party shall serve written notice on the other of the alleged breach and the other party shall have thirty (30) days to cure or respond in writing to the injured party. In the event of a disagreement after the exchange of writings, the City Administrator shall set a time, date, and place for a public meeting of the City Council. The meeting shall give the CITY and the OWNER an opportunity to explain to the Council the facts supporting or disproving the alleged breach, and allow the parties to propose

a method of fulfilling this Agreement's terms and conditions. The parties may mutually negotiate an amendment to this Agreement to cure the alleged breach, and approve such amendment after required notice, hearing and ordinance procedures are followed.

.3 Until termination or revocation of this Development Agreement, the terms of this Agreement are enforceable by any party to this Agreement. [ORS 94.522(B)] The parties stipulate and agree that enforcement in Circuit Court is subject to the prerequisite administrative process set forth above.

.4 It is expressly agreed by the parties that the appropriate remedy for enforcement of this Agreement is specific performance as it relates to the OWNER's breach of the obligation to convey appropriate easements and dedications. In no event shall an injunctive order be issued which would require CITY to issue a development approval or permit in violation of the SHMC or the terms and conditions of the preliminary approval or subsequent final approvals. This provision does not limit the available remedies for other forms of breach. The parties agree that the prevailing party shall be entitled to attorney fees and costs in the event of litigation to enforce this Agreement.

.5 In the event of a material breach by the OWNER, CITY may, but is not required as a prerequisite to legal action, pursue revocation or termination of this Agreement in accordance with the following process:

If at the public hearing to revoke or terminate this Agreement, the CITY finds, based on substantial competent evidence, that the OWNER is in material breach of this Development Agreement, and the CITY further finds that an amendment to this Agreement to cure the breach is not appropriate, the CITY may revoke and terminate the Development Agreement and the development authorization for PD. The breach hearing shall be held concurrent with the revocation hearing held pursuant to the SHMC, which may include removal of any Planned Development Overlay on the property. In lieu of revoking this Agreement, and the development approval, CITY may agree, in its sole discretion, to modify this Agreement upon a finding that such modification is in the best interests of CITY and the public. It is further agreed by the OWNER and the CITY that all costs incurred by the CITY for the breach and revocation proceedings shall be paid by the OWNER. However, no costs shall be assessed against the OWNER if the result of the hearing is a finding that only the CITY is in material breach of the Agreement. If such costs are not paid, the CITY is empowered pursuant to this Agreement and City Code to place a lien against the property in the amount of the unpaid costs. This provision shall not be interpreted to provide an exclusive remedy, and either party may pursue any appropriate remedy at law or equity in the event the other party or its successors in interest fail to abide by the provisions of this Agreement.

.6 In addition, any person who violates the SHMC, including this Agreement, shall be subject to the enforcement provisions set out in the SHMC as amended from time to time, including civil and criminal the penalties set forth therein. Nothing herein shall constitute an exclusive remedy and the CITY reserves the right to pursue any and all legal and equitable remedies in order to abate a violation of this Ordinance.

18.0 STATE AND FEDERAL LAW CHANGE/ANNEX

[ORS 94.504(2)(I)(L)]

.1 If State or Federal laws are enacted after CITY approval of this Agreement, which are applicable to and preclude either party's compliance with the terms or conditions of this Agreement, render compliance impossible, unlawful, or inconsistent with such laws or rules, this Agreement shall first be modified or amended, as is necessary to comply. If such modification or amendment cannot remedy the inconsistency, this Agreement shall be revoked to comply with the relevant State or Federal laws or regulations.

.2 As this property is fully contained within the City limits of the City of St. Helens, no annexation contingencies need be addressed in this Agreement.

19.0 AMENDMENT, TERMINATION OR REVOCATION

[ORS 94.508(2); ORS 94.522]

.1 OWNER and CITY, their successors and assignees may mutually agree to amend, modify, terminate or revoke this Agreement after compliance with the Ordinance adoption and public hearing procedures identified herein. In the event of such mutual amendment, modification, termination or revocation, the parties shall agree as to the allocation, return, or payment for improvements, dedications or expenditures made in reliance upon this Agreement.

.2 The parties hereto shall at all times strictly adhere to the terms and conditions of this Agreement. Amendment, termination or revocation of this Agreement shall be made by adoption of an Ordinance declaring the action and setting forth the terms and conditions. Unless another procedure specific to Development Agreements is provided in City Ordinance, the procedures and requirements for amendment, revocation or modification of a Development Agreement are the same as for approval of a Development Agreement as set forth in the SHMC, including the requirement for two public hearings, one before the Planning Commission and the other before the City Council. Except as provided below, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.

.3 Pursuant to ORS 94.518, except as provided in this Development Agreement, the local government law and policies governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement. Pursuant to the terms of this Development Agreement, generally, unless specifically inconsistent with the preliminary plat, the law in effect at the time of subsequent development approvals governs those approvals. In addition, unless a reservation of legislative power is included in a Development Agreement, the Agreement is subject to a legal challenge as void or voidable for "contracting away the police power." Accordingly, the following reservation of power is included in this and in all Development Agreements. CITY may apply subsequently adopted laws and policies to this Development Agreement if the CITY holds a public hearing proposing imposition of such subsequently adopted laws in an amendment of this Agreement and determines any one of the following:

.a The laws and policies are not in conflict with the laws and policies governing the Development Agreement and do not prevent development of the land uses, intensities or densities in the Development Agreement; or

.b The laws and policies are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a Development Agreement; or

.c The laws and policies are specifically anticipated and provided for in the Development Agreement; or

.d CITY demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the Development Agreement; or

.e It is demonstrated that the Development Agreement is based on substantially inaccurate information supplied by the OWNER.

.4 Nothing in this section shall prohibit the CITY from applying subsequently enacted laws to the Development Agreement in the event an amendment or modification of this Agreement is requested by OWNER pursuant to the terms of this Agreement. This Agreement specifically anticipates applying current health and safety regulations to any reconstruction of the PD, should destruction occur (e.g., current regulations will be used to guide re-installation of public infrastructure).

20.0 RECORDING AND EFFECTIVENESS

[ORS 94.528]

The OWNER shall provide the CITY an executed unaltered Development Agreement and executed Exhibits (with no additional addenda) prior to 5:00 p.m. on September 9, 2019. City shall record this Agreement and Exhibits with the County Clerk as required by ORS 94.528 within ten (10) days of the execution of this Agreement by all parties. OWNER is responsible for recording costs. Any alteration, change or addition to this Agreement not accepted by the CITY in writing (following appropriate hearings) shall render this Agreement and the Ordinance approving it, ineffective and recording shall not occur. If this Development Agreement is amended, canceled, modified, extended or revoked, the appropriate recording shall be made in the County records to reflect the action. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties of this Agreement.

21.0 ENTIRE AGREEMENT

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no

deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

22.0 SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect.

23.0 JURISDICTION AND GOVERNING LAW

The parties hereto further agree that any and all suits or actions at law shall initially be brought in Columbia County, Oregon and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Oregon.

24.0 ASSIGNMENT/SUCCESSORS AND ASSIGNS

[ORS 94.504(k)]

This Agreement shall be recorded pursuant to ORS 94.528 in the Official Records of Columbia County, Oregon and said Agreement shall run with the land. Such Agreement is binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

25.0 NOTICES

All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid telegram; or (d) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. For purposes of notice demand, request or payment:

the address of CITY shall be:

CITY OF ST. HELENS
City Administrator
P.O. Box 278
St. Helens, Oregon 97051

the address of OWNER shall be:

SJRE Ventures, LLC

P.O. Box 613
St. Helens, Oregon 97051

26.0 MORTGAGE HOLDER'S CONSENT
[ORS 94.504(2)(e)]

All Mortgage Holders must sign a consent to the Development Agreement to acknowledge and consent to *inter alia* provisions for the reservation of or dedication of land for public purposes. OWNER shall provide this or represents that there are no mortgage holders for the property subject to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written. The date of this Agreement shall be the date on which this Agreement was approved by Ordinance (2nd reading) by the City Council of the City of St. Helens, Oregon.

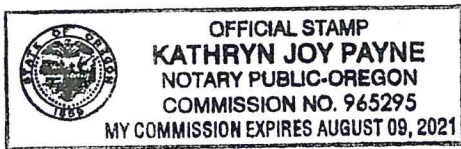
City of St. Helens

By: *Paul Schall*

STATE of OREGON)
COUNTY of Columbia)

On this 7th day of August, 2019, this instrument was acknowledged before me

by Rick Scholl. Before me:



Kathryn J. Payne
Notary Public for Oregon

Print Name: Kathryn J. Payne

My Commission Expires: 8/9/21

Rich Bailey for SJRE Ventures, LLC

By: *R. Bailey* Managing Member

STATE of OREGON)
COUNTY of Columbia)

On this 9th day of August, 2019, this instrument was acknowledged before me

by Rich Bailey. Before me:



Kathryn J. Payne
Notary Public for Oregon

Print Name: Kathryn J. Payne

My Commission Expires: 8/9/21

DEVELOPMENT AGREEMENT
EXHIBIT "A"
Legal Description

PARCEL 1

Beginning at the Northeast corner of tract conveyed to Ben Harrison, et ux, by deed recorded April 11, 1955 in Book 125, page 361, Deed Records of Columbia County, Oregon, said point being South 0°05 1/2' West 1316.4 feet and South 88°53' East 1327.34 feet and North 0°24 1/2' East 176.43 feet from the center of Section 6, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, said point also being the Northwest corner of Government Lot 4 in said Section, Township and Range; thence North 89°12' West along the North line of said Harrison, et ux, tract, a distance of 10 feet to a point; thence South 0°24 1/2' West parallel with the East line of said Harrison, et ux, Tract and Southerly extension thereof, to the North right of way line of Sykes County Road No. P-214; thence Easterly along the North right of way line of said Road to the East line of Government Lot 4 in said Section, Township and Range, said point being the Southeast corner of the Ben Harrison Tract as described in Deed Book 114, page 200, Deed Records of Columbia County, Oregon; thence North along the East line of said Government Lot 4 and the East line of said Harrison Tract to the Northeast corner of said Government Lot 4, and of said Harrison Tract; thence West along the North line of said Government Lot 4, to the point of beginning.

PARCEL 2

Parcel 3 of Partition Plat No. 1999-41, recorded December 1, 1999 in Fee Number 99-15996, Records of Columbia County, Oregon.

Deed Reference No.: 2017-11687

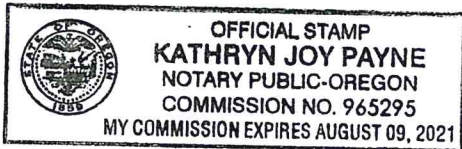
Rich Bailey for SJRE Ventures, LLC

By: Rich Bailey managing member

STATE of OREGON)
COUNTY of Columbia)

On this 9th day of August, 2019, this instrument was acknowledged before me

by Rich Bailey. Before me:



Kathryn J. Payne
Notary Public for Oregon

Print Name: Kathryn J. Payne

My Commission Expires: 8/9/21

BAILEY SUBDIVISION

A PROPOSED PHASED PRELIMINARY PLAT PLANNED DEVELOPMENT
A PORTION OF THE 1/4 OF SECTION 6, T4N, R1W, WM CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON

OWNER
RICH BAILEY
Rich Bailey Construction LLC
PO BOX 613
St. Helens, OR 97051
Cell 503 880-6679
Home 503 397-3783
rbaileyconstruction@hotmail.com
www.richbaileyconstruction.com

CIVIL ENGINEER & APPLICANT:
KESSI ENGINEERING & CONSULTING
JAMES KESSI, PE
6400 NE HWY 99 #G169
VANCOUVER, WA 98665
(360) 991-9300
james.kessi@gmail.com

SURVEYOR:
Johnson Land Surveying, Inc.
Robert Alan Johnson PLS
jsurvey@frontier.com
jsurvey.com
503-407-9966

GENERAL INFORMATION
GROSS SITE AREA: 4.62 AC PER
EXISTING CONDITIONS SURVEY BY
JOHNSON LAND SURVEYING INC.
SITE ADDRESS:
CURRENT USE: VACANT & AG LAND
ZONING: R1-7
COMPREHENSIVE PLAN: UL

STORMWATER SYSTEM
PROPOSED FINAL STORMWATER DESIGN TO ADDRESS REQUIREMENTS
CITY OF ST. HELENS STORMWATER ORDINANCE.

REVIEW AUTHORITY AND JURISDICTIONS:
STREETS, STORM & PLAT - ST HELENS
SANITARY - ST HELENS
WATER - ST HELENS
FIRE - ST HELENS

BENCHMARK & DATUM:
SEE TOPOGRAPHIC SURVEY.
SEE THE BOUNDARY SURVEY SHEET BY THE SURVEYOR FOR
MORE DETAILED TOPOGRAPHIC & BOUNDARY INFORMATION.

LOT NO	LOT AREA SFT	FIRE SPRINKLER
1	7621	
2	6212	
3	7116	
4	7473	
5	6490	
6	7732	F.S
7	7761	F.S
8	7001	F.S
9	8702	F.S
10	7228	
11	6445	
12	6000	
13	7133	
14	7483	
15	6793	
16	6161	
17	8013	
18	7210	
AVG LOT	7143	



VICINITY MAP
N.T.S

NET DENSITY CALC		
	ACRE	SQFT
1) Gross Area	4.61	200811
2) Wetland Tract A	-0.50	-21841
3) 25' Inner Buffer	-0.41	-18087
4) ROW Area	-0.61	-26789
5) 25' Outer Buffer	-0.08	-4260
6) Tract B Area	-0.04	1856
Net area	3.01	130052
Total lots	18	18
Gross Density	6.00 U/ACRE	

SHT NO.	SHEET DESCRIPTION
BA 1.1	PLANNED DEVELOPMENT PRELIM PLAT PART 1
BA 1.2	PLANNED DEVELOPMENT PRELIM PLAT WITH CONTOURS PART 2
BA 2	TOPOGRAPHIC SURVEY
BA 3	GRADING & EROSION CONTROL PLAN
BA 4	COMPOSITE UTILITY PLAN
BA 5	TREE & LANDSCAPE PLAN
BA 6	UTILITY PLAN & PROFILE
BA 7	PLAN & PROFILE
BA 8	PLAN & PROFILE
BA 9	STORM UTILITY PLAN & PROFILE

SERIAL NUMBERS:

2016-010666 - 2.64AC
2016-007837 - 1.97AC

SEE THE PROJECT NARRATIVE AND PROPOSED PLANNED DEVELOPMENT (PD) STANDARDS TABLE FOR THE MODIFIED PROJECT SPECIFIC STANDARDS.

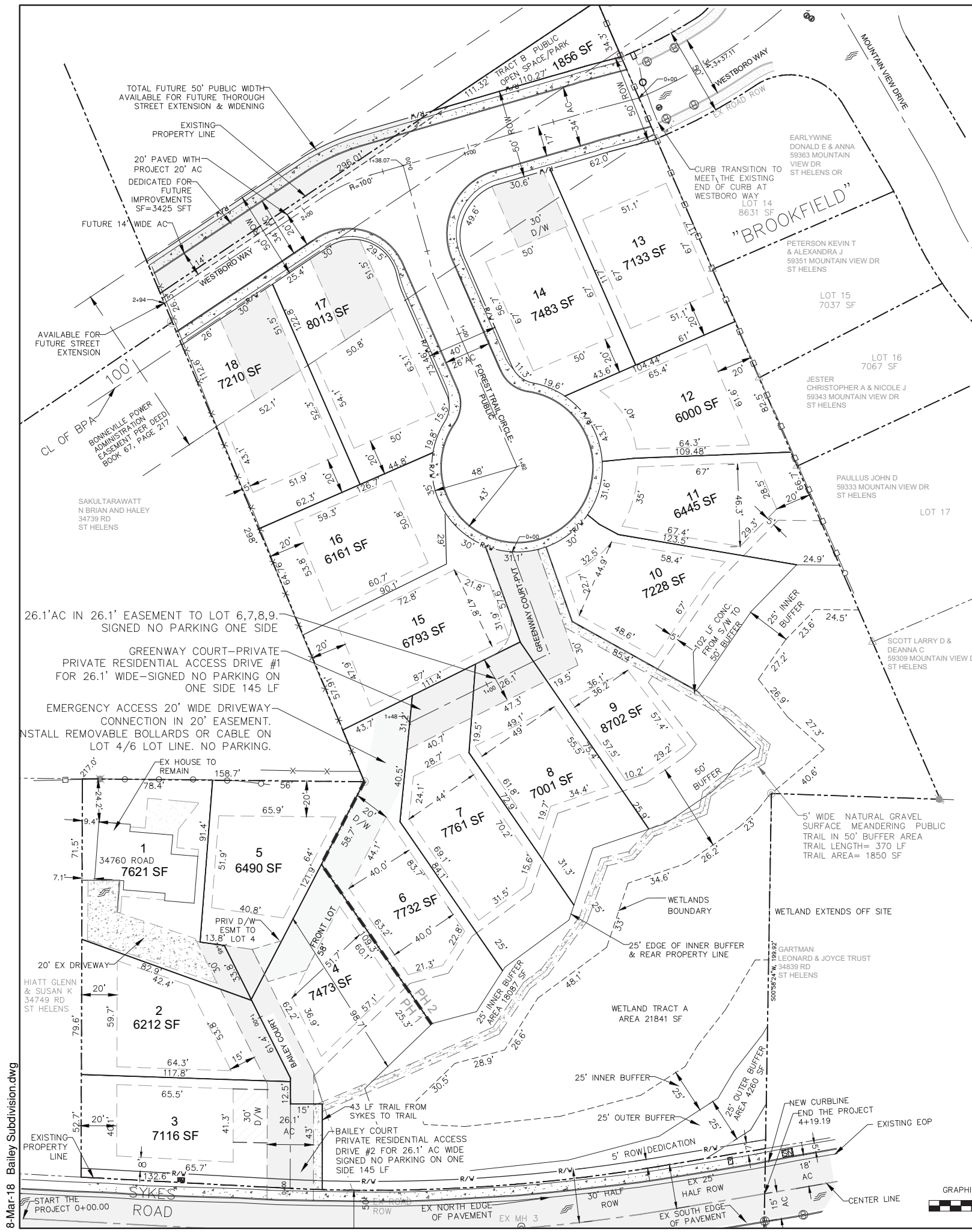
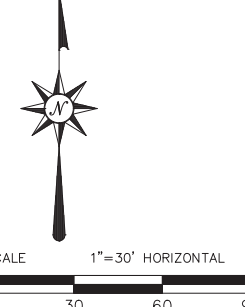
NUMBER OF LOTS PROPOSED: 17 LOTS + 1 EX LOT

THE PROPOSED PD MINIMUM FRONT AND SIDE YARDS OR OTHER SETBACKS AS STATED HEREIN AND IN THE DEVELOPMENT AGREEMENT (DA) TO BECOME THE PROJECT SPECIFIC STANDARDS.

DEVELOPMENT AGREEMENT EXHIBIT C

ACCESS NOTE:
PRIVATE RESIDENTIAL ACCESS DRIVE #1 PER SHMC 17.84.070
3-8 UNITS ALLOWED
24'-30' ACCESS EASEMENT
20 TO 25.1' PAVED WIDTH
FOR 26.1' WIDE - SIGNED NO PARKING ON ONE SIDE

FIRE:
SPRINKLERS WITH FUTURE HOUSES ON LOTS 6, 7, 8, 9.



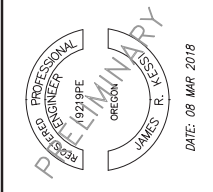
8-Mar-18 Bailey Subdivision.dwg

KESSI ENGINEERING
CONSULTING
PROJECT MANAGEMENT
PLANNING
ENGINEERING
CIVIL ENGINEERING



REVISIONS

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			



PROJECT #132
DATE: 08 MAR 2018

BAILEY SUBDIVISION
PLANNED DEVELOPMENT
PRELIMINARY PLAT PART 1

Development Agreement Exhibit D

As per file **Subdivision Preliminary Plat SUB.1.18** and **Sensitive Lands Permit SL.1.18** for the **Forest Trail Subdivision** (Bailey Subdivision), the standards of the **Moderate Residential, R7** zone, those proposed (and approved), and those which can deviate as a Planned Development, are as follows:

PLANNED DEVELOPMENT STANDARDS TABLE

STANDARD	R7 ZONING DISTRICT	PD ALLOWS FLEXIBILITY?	PROPOSED
Min. lot size	7,000 s.f. for detached single-family dwellings	Yes	6,000 s.f. all uses
Min. lot width at building line (interior lots)	60 feet	Yes	No standard
Min. lot width at building line (corner lots)	85 feet	Yes	50 feet
Min. lot width at street (standard)	50 feet for detached single-family dwellings	Yes	40 feet all uses
Min. lot width at street (cul-de-sac)	30 feet	Yes	30 feet
Min. lot depth	85 feet	Yes	85 feet
Min. front yard (setback)	20'	Yes (except along perimeter of PD and for garage structures which open facing a street, which differs if its public or private)	15 feet (20 feet required along perimeter of PD and for any garage structure which opens facing a private or public street)
Min. side yard (setback)	7' for interior lots and 14 feet for sides of corner lots along street	Yes	5 feet for interior lots and 8 feet for sides of corner lots along street
Min. rear yard (setback)	20 feet	Yes (except along perimeter of PD)	20 feet
Min. rear or side yard (setback) from wetland protection zone (buffer)	n/a	Yes	5 feet
Max. building height	35 feet	Yes	35 feet
Max. lot coverage	Buildings and structures shall not occupy more than 35% of the lot area	No	Buildings and structures shall not occupy more than 35% of the lot area
Min. landscaping	25% of the lot area	No	25% of the lot area

No other code exceptions or modifications are proposed.

Development Agreement Exhibit E

The following conditions are per file **Subdivision Preliminary Plat SUB.1.18** and **Sensitive Lands Permit SL.1.18** for the **Forest Trail Subdivision** (Bailey Subdivision).

Because there is a street proposed within a Bonneville Power Administration (BPA) easement, the BPA required the CITY and OWNER to file a Land Use Agreement (Consent to Use of BPA's Easement Area). **BPA Case No.: 20180275**. Some of the terms and conditions conflict with the conditions of SUB.1.18 and SL.1.18. Identified conflicts, include but are not limited to those identified under the condition in *italics*.

Other conditions also have comments in *italics* below for other reasons.

- 1. This Subdivision preliminary plat approval shall be effective for a period of twelve (12) months from the date of approval.** The approval shall become void if a final plat (for first phase) prepared by a professional registered surveyor in accordance with 1) the approved preliminary plat, 2) the conditions herein, and 3) the form and content requirements of the City of St. Helens Development Code (SHMC Title 17) and Oregon Revised Statutes is not submitted within the twelve (12) month approval period.

The approval for phase 2, contingent upon completion of phase 1, shall be void if the same requirements for phase 1 (noted above, except the time period) are not completed within two years from the date the final plat is submitted for phase 1 and the requirements of SHMC 17.136.050 are not met.

Two **time extensions** may be granted pursuant to SHMC 17.136.040(2) for any phase, but only two total are possible for all phases.

Notwithstanding any validity period or time extension above, **any portion or phase that is not vested, shall be void six years from the date of the original decision of this preliminary plat.** Nothing under this condition is intended to preclude owner/developer from acting on multiple phases simultaneously.

The decision for Subdivision Preliminary Plat SUB.1.18 and Sensitive Lands Permit SL.1.18 became final with no appeals on April 26, 2018. This is the date of approval per this condition.

- 2. The following shall be completed prior to submission and the City's acceptance of a final plat application (as applicable to each phase):**
 - a. Engineering/construction plans for all public and other applicable improvements shall be submitted to the City for review and approval in compliance with all City of St. Helens

laws and standards and in accordance with the conditions herein. As specific conditions of approval, these plans shall include:

- i. Joint mailbox facility(ies) shall be included on engineering/construction plans per City standards and the USPS.
 - ii. All proposed easements for access and emergency vehicles.
 - iii. Frontage improvements to Sykes Road per the City's minor arterial standards including street trees per Chapter 17.72 SHMC. Except, the portion adjacent to the wetland/protection buffer may be curb-tight as opposed to having a landscape strip with street trees.
 - iv. Access and utility improvements to serve Lots accessed by access easement (private road).
 - v. The private roads shall be subject to Fire Marshall review and approval in addition to the City. Fire Marshall standards shall be met. This includes but is not limited to "no parking" designations, street widths, street radii, and the method of preventing through vehicular access while allowing emergency access (e.g., bollards, gate).
 - vi. "No parking" designations for the portion of Westboro Way lying west of the proposed cul-de-sac.
 - vii. Street lights are required at each intersection, at such locations to provide overlapping lighting to sufficiently illuminate the street. New street lights shall use LED fixtures.
 - viii. Fire hydrants per City standards and as required by the Fire Marshall.
 - ix. All applicable street cross sections representing the appropriate classifications per the City's Transportation Systems Plan.
 - x. Location of all existing utilities serving the existing detached single-family dwelling and any proposed relocation of them (34759 Sykes Road).
 - xi. Cul-de-sac terminus shall have a physical diameter for vehicle maneuvering of at least 96 feet (for Fire Code). Sidewalks may be used for this and if so, shall have a rolled curb and be built to the specifications of the City Engineer for vehicular use. This shall be signed and marked "no-parking" to ensure an unencumbered 96' diameter. Note condition 13.
- b. Prior to or with submission of engineering/construction plans per **condition 2.a**, a drainage plan shall be submitted that includes methods of downstream conveyance and pre and post conditions. It shall also include provisions for protecting wetland water quality.
 - c. A Planned Development overlay (e.g., via file PD.1.18) shall be adopted and in effect for the subject property.
 - d. A Development Agreement (e.g., file DEV.1.18) shall be adopted and in effect for this development.
 - e. Developments require **guarantees** (e.g., bonds) **of workmanship and guarantees of performance** for public improvements. **Prior to submission of the final plat all public improvements shall be completed, in place and acceptable to the City.** The only exception to this is that portions of sidewalk that abut buildable lots created by this subdivision where there may be a driveway approach are often not built until the lot is developed. Though some portions of sidewalk will be required where there will be no

driveway approach such as corners and along non-buildable tracts. For these portions of sidewalk allowed to be left unfinished for the final plat, a performance guarantee will be required prior as approved by City Engineering.

- f. A restoration plan shall be required for all proposed wetland protection zone impacts (e.g., trail and storm water pipe outfall), or written evidence from a qualified professional that indicates the improvements will not result in significant impact. This shall include any “landscape tree” (mitigation trees per Chapter 17.132 SHMC) within the protection zone identified on plans.
- g. A protection area management plan (PAMP) to ensure continued protection of the wetland and protection zone and the improvements within. This includes the protection zone within the dedicated tract and the portion within an easement on the Lots. This shall include any “landscape tree” (mitigation trees per Chapter 17.132 SHMC) within the protection zone identified on plans.
- h. Street trees along the open space tract north of the Westboro Way extension shall be installed per City standards and approval. These shall be “small” per Chapter 17.72 SHMC, due to BPA easement.

No trees allowed within BPA easement.

3. In addition to compliance with local, county, state and other requirements, the following shall be included on the final plat(s):

- a. Conveyance of common open space tracts to the Planned Development’s Homeowner’s Association including the wetland/protection buffer tract and tract north of the proposed extension of Westboro Way.
- b. All lots shall meet the dimensional and size requirements of the Development Code or the Planned Development standards as proposed (see condition 6).
- c. Additional right-of-way dedication along the portions of Sykes Road to achieve 30’ width from the center of the right-of-way.
- d. All new street names subject to approval by Columbia 9-1-1 Communications District. The cul-de-sac shall have a unique street name separate from Westboro Way.
- e. The County Surveyor shall approve the name of the plat.
- f. 8’ wide public utility easements will be required along the street frontage of all lots unless a greater width is determined necessary by City Engineering. Moreover, other easements necessary, as identified on approved engineering/construction plans shall be included on the final plat.
- g. Maintenance agreements for all lots sharing access. No parking provisions to ensure emergency vehicle access shall be included. **Agreements shall be recorded with the final plat.**
- h. All access easements shall include public utility easements. They shall also include emergency vehicle access easement connecting Sykes Road to the cul-de-sac.
- i. Easement for the portions of the trail not within the wetland/protection zone tract.
- j. Access control guarantees in a form approved by the City for the portion of Westboro Way that abuts the northwest corner of the site, where the street could extend westerly, northwesterly, or northerly.

- k. Easement(s) for utilities serving the existing detached single-family dwelling (34759 Sykes Road) if not served by another proposed or existing easement.

(l) Per the BPA, the following statement shall be included on the final plat:

Portions of lots 13, 14, 17 and 18 of this plat are encumbered by an easement for high-voltage transmission lines owned by the Bonneville Power Administration (BPA). BPA has acquired rights that limit the landowner's use of the easement area. BPA has the right of ingress and egress and the right to keep the easement free and clear of vegetation and buildings, including sheds, fences or any other type of structure. All activities planned within the BPA easement need to be reviewed by BPA prior to their occurrence. Do not build, dig or plant within BPA's easement area without first contacting BPA. You can obtain information regarding the process for submitting an application for landowner use of the transmission line easement area at www.bpa.gov or by calling (800) 836-6619.

4. Prior to any construction or development of the subject property (phase):

- a. Performance guarantees (e.g., performance bond) as approved by City Engineering shall be required for storm drainage systems, grading and erosion control. In addition, engineering/construction plans shall be approved.
 - b. Access roads used during the construction process shall be identified and signed per the Fire District's standards subject to Fire Marshall review and approval.
5. Declaration per ORS Chapter 94 that establishes the Planned Community shall be recorded with the final plat. Subject to review and approval by the City, it shall include the following:
- a. A Planned Development Homeowners Association formed as a nonprofit corporation.
 - b. Bylaws.
 - c. Specific language that prohibits the Homeowners Association from selling, transferring, conveying or subjecting to security interest of any platted open space or wetland tract (see condition 3.a) without City approval.
 - d. The Planned Development Homeowners Association shall be responsible for all common improvements including but not limited to any open space or wetland tract (see condition 3.a), trail, and private streets/emergency access.
 - e. Provisions for the City to veto dissolution of the Homeowners Association or have the right to assess owners for taxes and maintenance or lien properties.
6. The zoning standards for this development shall be those as proposed per the **Planned Development Standards Table** herein.
7. After completion of construction and City approval, all public improvements shall be guaranteed (e.g., warranty bond) for at least two years as to workmanship in a form and value as required by City Engineering.
8. Curb/sidewalk shall be completed and street trees will be required along all local streets as lots are developed.

9. As a condition of development of each Lot, in addition to the required street trees, “landscape trees” (mitigation trees per Chapter 17.132 SHMC) shall be planted where identified on plans. Tree species subject to City approval; willows, poplars and cottonwoods are prohibited. Trees shall be at least 2” diameter at breast height. The exception to this are landscape trees proposed within the protection zone (see condition 2.g).

The PAMP attached to the Development Agreement does not includes “landscape trees” as the applicant originally proposed. This condition is no longer relevant.

10. All new trees planted within the BPA easement shall be “small” per Chapter 17.72 SHMC.

No trees allowed within BPA easement.

11. All new utilities shall be underground pursuant to SHMC 17.152.120.
12. Owner/Developer shall be solely responsible for obtaining all approvals, permits, licenses, and authorizations from the responsible Federal, State and local authorities, or other entities, necessary to perform land clearing, construction and improvement of the subject property in the location and manner contemplated by Owner/Developer. City has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying Owner/Developer compliance with the applicable State and Federal agency permit or other approval requirements. This land use approval shall not be interpreted as a waiver, modification, or grant of any State or Federal agency or other permits or authorizations.
13. Buildings accessed by private streets/driveways, or the cul-de-sac (if not built to Fire Marshall specifications) shall be built per OAR 918-480-0125 as determined on a case-by-case basis by the Building Official and Fire Marshall. Water meter shall be appropriately sized for the type of fire suppression system used (as applicable).
14. Owner/applicant is still responsible to comply with the City Development Code (SHMC Title 17).

* * * * *

In addition to the conditions above, per file **Subdivision Preliminary Plat SUB.1.18** and **Sensitive Lands Permit SL.1.18**, the following conditions also apply per **Development Agreement DEV.1.18** the **Forest Trail Subdivision** (Bailey Subdivision).

1. Restoration plan and Protection Area Management Plan (PAMP) is required. It is **Exhibit F** of the Development Agreement.
2. The recorded Development Agreement to be referenced on the final plat.

3. Prior to the City signing the final plat, the applicant shall install a fence along the 50' upland wetland protection zone of all Lots that abut it. Fence shall be subject to City review and approval prior to installation. Fence shall meet City standards, be uniform, and include a gate for each lot. Fence shall not obstruct the proposed trail. Fence type/design shall provide maximum protection of the protection zone while also minimizing visual obstruction. Fence type/design shall also allow storm water flow.
4. Tract B as identified on the preliminary plat between the proposed extension of the Westboro Way right-of-way and the subject property's north boundary shall not be allowed. That area shall either be a part of the proposed lot(s) directly across the street or removed from the subject property (e.g., by lot line adjustment) prior to final plat.

* * * * *

As a point of clarification between the preliminary plat and construction plans, parking on access roads per the Fire Marshall is not allowed on either side of roadway if 20-26 feet wide. Parking is allowed on one side of the road if 26-32 feet wide.

To achieve on-street parking on one side of the road, its width shall be at least 27 feet. 26.1 feet as noted on the preliminary plat does not meet the intent of this since a parallel parking space is 8' wide per the St. Helens Municipal Code and 0.1' is insignificant when measured on site. Construction plans were updated to show 27 feet.

DEVELOPMENT AGREEMENT

Wetland Solutions Northwest, LLC
59446 Lytle Dr.
St. Helens, Oregon 97051
Stacy@WetlandSolutionsNW.com
503-367-7177

EXHIBIT F

July 3, 2019

Jacob Graichen, City Planner
City of St. Helens
P.O Box 278
St. Helens, OR 97051

SUBJECT: Revised Protection Area Management Plan
Bailey Subdivision on Sykes Road
Tax map 40106DA, Tax lots 5801 & 7000

This Protection Area Management Plan has been revised in response to the letter from the City dated April 3, 2019, to address vegetation disturbance to the inner 25-foot wetland protection zone that occurred during construction.

Introduction and Background Information

A residential subdivision is being developed on the subject site. Wetland MC-2 was mapped in the eastern portion of the site in the City's Local Wetland Inventory (Figure 2) and was determined to be a Type II significant wetland. The City requires a 50-foot wetland protection zone adjacent to Type II significant wetlands for site development. The project proposes that the inner 25-feet be enhanced and included in a tract along with the wetland and that the outer 25-feet be placed in an easement. The outer 25-feet includes stormwater management features which need to be protected within an easement. A sensitive lands assessment and protection area management plan are required to meet the requirements of the City's Protective Measures for Significant Wetlands, Riparian Corridors, and Protection Zones (Chapter 17.40) in accordance with the St. Helens Municipal Code (SHMC).

Site Conditions

A wetland delineation was conducted on July 14, 2016 by Wetland Solutions Northwest, LLC (WSNW). The methodology used for determining the presence of wetlands and delineating wetland boundaries followed the methodology of the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0) used by the Oregon Department of State Lands (DSL) and the Corps. The site was revisited on February 14, 2017 by WSNW, at which time a few minor adjustments to the previously delineated wetland boundary were made based on the presence of observed wetland

hydrology. The wetland delineation report was submitted to DSL in March 2017 and was concurred by DSL in a letter dated May 30, 2017 (DSL WD #2017-0096).

A forested wetland totaling 0.50 acre was delineated in the southern portion of the study area. Wetland vegetation is dominated by Oregon ash (*Fraxinus latifolia*), Douglas spirea (*Spiraea douglasii*), rose (*Rosa* species), Pacific ninebark (*Physocarpus capitatus*), slough sedge (*Carex obnupta*), coastal hedge-nettle (*Stachys chamissonis*), buttercup (*Ranunculus* species), California false hellebore (*Veratrum californicum*), and taper-fruit short-scale sedge (*Carex leptopoda*). The wetland boundary was delineated based on a transition from a hydrophytic vegetation community containing hydric soils and wetland hydrology indicators in the wetland to a non-hydrophytic vegetation community lacking hydric soils and lacking indicators of wetland hydrology in the adjacent upland. The wetland extends off-site to the east.

Uplands on tax lot 7000 are dominated by a primarily native non-hydrophytic vegetation community consisting of Oregon white oak (*Quercus garryana*), Douglas fir (*Pseudotsuga menziesii*), beaked hazelnut (*Corylus cornuta*), salal (*Gaultheria shallon*), snowberry (*Symphoricarpos albus*), English holly (*Ilex aquifolium*), sword fern (*Polystichum munitum*), Pacific bleeding heart (*Dicentra formosa*), English ivy (*Hedera helix*), and California dewberry (*Rubus ursinus*). Uplands on tax lot 5801 are dominated by a non-native herbaceous community dominated by sweet vernal grass (*Anthoxanthum odoratum*), tall false rye grass (*Schedonorus arundinaceus*), bentgrass (*Agrostis* species), common velvet grass (*Holcus lanatus*), hairy cat's-ear (*Hypochaeris radicata*), and California dewberry.

Project Description

The project is to construct an 18-unit subdivision, access roads, stormwater facilities, and a pedestrian trail. The site development plan is shown in Figure 4. The outer 25-feet of the 50-foot wetland protection zone will be contained in the rear yards of lot 4 and lots 6 – 11. A fence will be installed along the edge of the 50-foot buffer/wetland protection zone. Signage will be placed either along or on the fence indicating that sensitive resources are present and are not to be disturbed by the adjacent homeowners. Signage will also be placed along the trail and the portion of Sykes Road bordering the wetland protection zone. Signage will indicate that stormwater improvements are not to be disturbed. The fence type and design will be consistent with the City's conditions contained in the development agreement and will not obstruct the trail or view of the protected area and will also allow free flow of stormwater runoff.

A 5-foot wide pedestrian trail will be constructed in a portion of the inner 25-foot buffer/wetland protection zone with locally sourced basalt aggregate which will result in a 2,072 square feet (SF) impact to the wetland protection zone. The west end of the trail will connect to Sykes Road (via the proposed Lucy Lane), and the east end of the trail will connect to Mountainview Drive (via the proposed Forest Trail Circle), facilitating pedestrian connections in West St. Helens. Stormwater will be discharged at the upslope edge of the inner 25-foot buffer/wetland protection zone using a level spreader. Native plantings will be installed downslope of the stormwater discharge location to minimize the potential for erosion.

City of St. Helens Sensitive Lands Permit Narrative

The following environmental assessment narrative is provided to meet the requirements of the City's Protective Measures for Significant Wetlands, Riparian Corridors, and Protection Zones (Chapter 17.40). Relevant portions of the SHMC are excerpted below, and the information in italics is provided in response to the SHMC requirements.

Chapter 17.40 SHMC Protective Measures for Significant Wetlands, Riparian Corridors and Protection Zones

The project area contains a Type II significant wetland (wetland MC-2) in the City's LWI; therefore, the project is subject to review under Chapter 17.40 SHMC.

17.40.020 Applicability of chapter – Site-specific determination of significant wetland, significant riparian corridor, and protection zone boundaries.

As described above in the Site Conditions section, a 0.50 acre forested wetland, mapped as a type II significant wetland in the City's LWI, was delineated in the project area. The required protection zone is 50 feet from the wetland boundary according to SHMC 17.40.015(3)(b).

17.40.030 Sworn statement, verification of federal, state and local permit compliance.

The project does not propose any activities within state or federally regulated wetlands or waters; therefore, state and federal wetland permits are not required. The project does not propose any activities within habitat for federally-listed threatened or endangered species; therefore, no coordination with the National Marine Fisheries Service or the U.S. Fish and Wildlife Services is necessary.

17.40.035 Exempt Activities

Not Applicable.

17.40.040 Protection zone exceptions – Limited activities and uses within the protection zone.

Not Applicable.

17.40.045 Resource exceptions – Limited activities and uses within significant wetlands, significant riparian corridors (resource areas).

Not applicable.

17.40.50 Additional requirements for land divisions and new development.

2. Design Standards.

The project proposes to include the outer 25 feet of the wetland protection zone in the rear yard area of residential lot 4 and lots 6 – 11 as shown on the site plan, utilizing the area for stormwater management improvements. Mitigation will be provided by enhancing the inner 25-feet of the wetland protection zone by removing invasive species and planting native trees and shrubs. The outer 25-feet of the protection zone will be contained in a preservation/stormwater easement to protect it from future development. The inner 25-foot buffer enhancement area totals 18,088 square feet. Additional information regarding the mitigation plan is provided at the end of this document.

17.40.055 General criteria for exceptions and other approvals.

The appropriate approval authority shall approve or approve with conditions an application request within a significant wetland, significant riparian corridor, or protection zone based upon findings that all of the following criteria have been satisfied and the conditions herein are proposed:

- (1) The extent and nature of the proposed alteration or development will not create site disturbances to an extent greater than the minimum required for the use;

The project includes construction of an 18-unit subdivision, access roads, stormwater facilities, and a pedestrian trail. The outer 25-feet of the 50-foot protection zone will be contained in the rear yard area of lot 4 and lots 6 – 11 which will result in 11,679 SF of reduced buffer area. The outer 25-feet of the protection zone will include stormwater improvements which will be protected with an easement that will prevent further development within this area. In addition, a 5-foot wide pedestrian trail to be constructed with locally sourced basalt aggregate will result in a 2,072 SF impact to the wetland protection zone. The proposed reductions in the size of the permanent wetland protection zone area are necessary to allow for development of the site in accordance with the City's density requirements and trail connection requirements. Temporary disturbance due to mowing and cutting of mainly groundcover and shrub vegetation in the inner 25-foot protection zone occurred during construction. The disturbed area will be densely replanted with native trees and shrubs to restore the habitat functions of this area. The inner 25-foot buffer is now protected with construction fencing, and this area will be placed in a tract to ensure that no future disturbance occurs to the inner 25-foot protection zone.

- (2) No loss of wetland/riparian area and function;

The project does not propose to impact the wetland; therefore, there will be no loss in wetland function. During construction, temporary impacts to native vegetation occurred in the inner 25-foot wetland protection zone. Impacts to native vegetation resulted from mowing herbaceous groundcover, cutting small diameter native shrubs and removal of 6 trees which occurred because the construction fencing that was intended to be placed at the 25-foot inner buffer prior to the start of construction was not installed. A silt fence

had been installed between 5 and 10 feet from the wetland boundary, and this fence was mistaken by the contractor for the construction fence that should have been placed at the inner 25-foot buffer, and clearing of vegetation occurred up to the silt fence during early site preparation. The disturbance area totaled approximately 15,091 SF.

Following discovery of the disturbance to the inner 25-foot buffer, construction fence was installed along the edge of the inner 25-foot buffer along the south side of the wetland to prevent further disturbance. Construction fence was also installed along the edge of the 50-foot buffer along the west and north sides of the wetland. Restoration of the disturbed area will occur by densely planting it with native trees and shrubs. In addition, pieces of down woody debris have been scattered throughout the inner 25-foot buffer to provide additional habitat for wildlife. Although some temporal loss in habitat function has occurred, the tree canopy remains largely intact since only 6 trees were removed, and disturbance occurred mainly to the understory vegetation. The disturbance is short-term, and replanting of the disturbed area should restore the habitat function of this area within a few years.

The entire inner 25-foot buffer and the wetland area will be placed in a tract. A fence will be installed along the edge of the 50-foot buffer/wetland protection zone as required by the City. The fence is subject to City approval per the conditions contained in the development agreement. Signage will be placed either along the fence or on the fence indicating that sensitive resources are present and are not to be disturbed by the adjacent homeowners. Signage will also be placed along the trail and the portion of Sykes Road bordering the wetland protection zone. Signage will also indicate that stormwater improvements are not to be disturbed.

The project will mitigate for impacts to the 50-foot wetland protection zone by controlling invasive species and planting native trees and shrubs in the entire area of the inner 25-foot wetland protection zone, which totals 18,088 SF. Due to the removal of six additional trees during project construction than was initially proposed, the tree mitigation for the project has been increased. The applicant will be required to plant two minimum two-inch DBH trees for each 12-inch or greater DBH tree to be removed. A total of 140 mitigation trees will be planted to compensate for the removal of 63 trees. The 18,088 SF inner 25-foot buffer mitigation area for the proposed permanent impacts of 13,751 SF (due to reduction in the width of the protection zone to 25-feet and construction of the trail) will result in a 1:1.3 mitigation ratio which exceeds the City's minimum 1:1 mitigation ratio in terms of area. The enhancement of the inner 25-foot wetland protection zone will compensate for the proposed impacts to the wetland protection zone by improving the function of the wetland protection zone closest to the wetland. Additional information regarding the mitigation plan is provided at the end of this document.

- (3) Where natural vegetation has been removed due to alteration or development, erosion control provisions of the Community Development Code and Engineering Department Public Facility Construction Standards Manual shall be met;

During construction activities, erosion and sediment control best management practices, methods, and techniques will be implemented that meet the requirements identified in SHMC 18.36 and the "Engineering Department Public Facility Construction Standards Manual".

- (4) All applicable sensitive lands requirements of Chapter 17.44 SHMC have been met;

The project will not result in any impacts to resource areas defined as sensitive lands, only impacts to the 50-foot wetland protection zone are proposed; therefore, the requirements of Chapter 17.44 are not applicable to the project.

- (5) Copies of all state and federal permit applications shall be submitted with development applications requiring compliance with this chapter. All required state and federal permits shall be obtained and copies provided to the City of St. Helens prior to alteration of the site;

The project does not propose any activities within state or federally regulated wetlands or waters; therefore, state and federal wetland permits are not required.

- (6) The protection of the significant riparian corridor or significant wetland can be assured through restoration, enhancement, and other similar measures in the protection zone and the resource area.

The mitigation and management plan for the inner 25-foot wetland protection zone and associated significant wetland, as well as provisions for maintenance and protection in perpetuity follow below.

(b)(v)(B)&(C) The perpetual maintenance of the wetland, the protection zone, and mitigation trees will be ensured through the rules and funding to be established through the HOA agreement.

(E) There are no special-status plant or animal species or their habitats present on the site; therefore, there are no applicable state or federal requirements for the protection of special-species.

(F) The outer limits of the inner 25-foot protection zone have been demarcated with construction fencing to avoid any further construction related disturbance from occurring. In addition, trees to be retained on the site will be protected with construction fencing along the edge of the tree canopy to avoid impacts to the root zone of protected trees during construction.

Mitigation Plan/Protection Area Management Plan

The project includes enhancement of the inner 25-foot of the wetland protection zone by removing invasive species and planting native trees and shrubs. The minimum enhancement required by the City is at a one-to-one ratio, which would total 13,751 SF for the project. The project will exceed the required mitigation ratio by enhancing the entire 18,088 SF area of the inner 25-foot wetland protection zone. In accordance with SHMC Chapter 17.40.055, there shall be no alteration of significant wetlands, riparian corridors or protection zones as delineated and shown on the attached plan. There shall be no alteration of the size, shape or design of an approved protection area or resource area without the approval by the City of St. Helens. There shall be no amendment or change to this Management Plan without the approval of the City of St. Helens.

During the sensitive lands assessment conducted for the project, the inner 25-foot wetland protection zone was observed to contain areas where invasive Himalayan blackberry and English ivy were present under the existing native tree canopy and intermingled with existing native shrub cover. Other invasive species observed on the site included thistle and English holly. All invasive species in the inner 25-foot wetland protection zone and wetland will be removed through mowing, cutting, and/or pulling. A broad spectrum herbicide (e.g. glyphosate) may be used in areas of persistent invasive species such as Himalayan blackberry. Application of herbicide should be conducted by a licensed herbicide applicator to ensure that application methods are consistent with requirements for pesticide use in and around wetlands. Any areas of bare soil greater than 25 SF that are present after invasive species removal will be seeded with a native seed mix adapted for the shade. Repeated invasive species control measures will need to be implemented multiple times per year and for a minimum of two years to ensure effective control of invasive species. Installation of native tree and shrub enhancement plantings will occur in the fall or early spring, depending upon whether container stock or bare root plantings are used, and shall be installed after invasive species control measures have been implemented. Invasive species control will continue after installation of native trees and plants to facilitate the establishment of native plantings.

Native trees and shrubs to be planted will be based on availability of plant materials from a local native plant nursery and will be installed in accordance with 17.40.055 (6)(b). Recommended plant species and quantities are summarized in Table 1. Tree plantings will be installed throughout the inner 25-foot protection zone, except in the far northeast and southeast portions of the inner 25-foot protection zone where two small tree groves with a high level of tree canopy cover are present. Shrub plantings will be installed throughout inner 25-foot wetland protection zone. Species substitutions may occur based on availability and are subject to the approval of a natural resource professional.

Table 1. Wetland Protection Zone Enhancement Plantings (18,088 SF)

Scientific Name	Common Name	Quantity*	Spacing
Trees*			
<i>Acer macrophyllum</i>	big-leaf maple	30	10 – 15 ft on center
<i>Pseudotsuga menziesii</i>	Douglas fir	40	10 – 15 ft on center
<i>Rhamnus purshiana</i>	casacara	30	10 – 15 ft on center
<i>Thuja plicata</i>	Western red cedar	40	10 – 15 ft on center
Shrubs*			
<i>Amelanchier alnifolia</i>	serviceberry	60	6 – 8 ft on center
<i>Corylus cornuta</i>	beaked hazelnut	60	6 – 8 ft on center
<i>Gaultheria shallon</i>	salal	75	5 ft on center or in groups of 3 every 10 ft
<i>Holodiscus discolor</i>	oceanspray	60	6 – 8 ft on center
<i>Mahonia aquifolium</i>	Tall Oregon grape	75	5 ft on center or in groups of 3 every 10 ft
<i>Oemleria cerasiformis</i>	oso-berry	60	6 – 8 ft on center
<i>Sambucus racemosa</i>	red elderberry	60	6 – 8 ft on center
<i>Symphoricarpos albus</i>	snowberry	75	5 ft on center or in groups of 3 every 10 ft

* Numbers of trees by species may vary depending upon availability, as long as the total number of trees is no less than 140 and both coniferous and deciduous trees are planted.

Container plants are preferably installed in the fall, between approximately October 1 and November 15. If bare root stock is used, it should be installed between December 15 and April 15. Planting outside these times may occur provided that supplemental watering is provided to ensure their survival; however, planting in the summer is not recommended. Plants should be mulched a minimum of three inches in depth and 18 inches in diameter to conserve soil moisture and minimize establishment of weeds. No plant protection measures to protect plants from wildlife damage are anticipated to be needed. Supplemental watering may be necessary during the two-year plant establishment period. General watering recommendations are at least one inch per week from June 15 through October 15.

The applicant intends to have the wetland protection zone mitigation area managed and maintained by a landscape contractor in accordance with the City’s requirement for a two-year contract for maintenance of plant materials. The management plan for the protection zone mitigation area includes having a licensed landscape contractor conduct a minimum of two site visits between spring and fall to identify and implement invasive species control actions that may be necessary. Any areas of observed mortality of planted species will be replanted within the two-year maintenance period. Due to the existing mature tree canopy in much of the protection zone, combined with the initial invasive species control and installation of mitigation plantings to increase native cover

of trees and shrubs, the protection zone is expected to be self-sustaining with minimal needs for long-term maintenance.

Chapter 17.132 SHMC Tree Removal

17.132.025 Tree plan requirement

Trees proposed to be removed and protected on the site, as well as the table of wetland protection zone enhancement plantings are shown on the site plan included as Figure 4. The table below summarizes the locations of trees to be retained and trees to be removed. The majority of the trees to be removed for site development are located in the rear yards of lot 4 and lots 6 – 11 which consists of the outer 25-feet of the 50-foot wetland protection zone. Tree removal will not reduce the tree canopy below the City requirement to maintain no less than 75% canopy cover.

Table 2. Tree Plan Summary

Site Area	Existing Trees Retained	Existing Trees To Be Removed	Tree not at shown location
Lot 1	-	-	1
Lot 2	0	2	
Lot 3	0	1	1
Lot 4	0	10	
Lot 5	1	5	
Lot 6	0	9	
Lot 7	0	14	
Lot 8	5	9	
Lot 9	5	1	
Lot 10	-	-	
Lot 11	-	-	
Lot 12	-	-	
Lot 13	-	-	
Lot 14	-	-	
Lot 15	0	2	
Lot 16	0	3	
Lot 17	-	-	
Lot 18	0	3	
Wetland & inner 25-foot protection zone	32	4	2
Total	43	63	
% of total	40.5%	59.5%	

17.132.070(4) Replacement of trees

Greater than 50% of the trees over 12 inches DBH will be removed on site. Therefore, the mitigation requirement is a ratio of two minimum two-inch DBH tree to be planted for each 12-inch or greater DBH tree to be removed. The mitigation plan includes planting 140 trees, minimum 2-inch DBH to compensate for the 63 trees to be removed. Trees to be planted for mitigation will be similar species to the trees being removed on the site. Mitigation trees will include a mix of coniferous and deciduous trees including Douglas fir, big-leaf maple and cascara, and are appropriate for the habitat of the wetland protection zone.

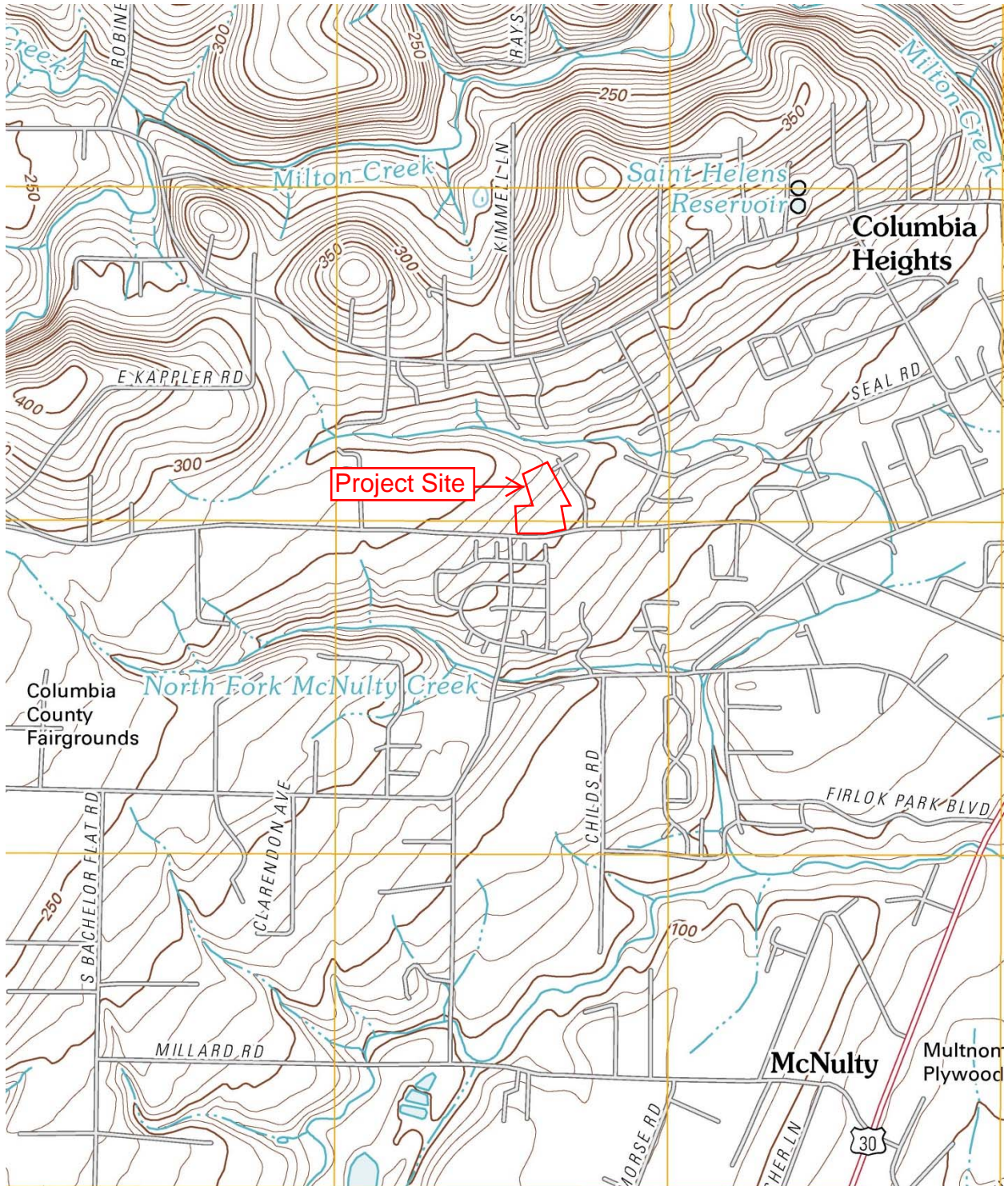
Attachments

Figure 1. Site location map

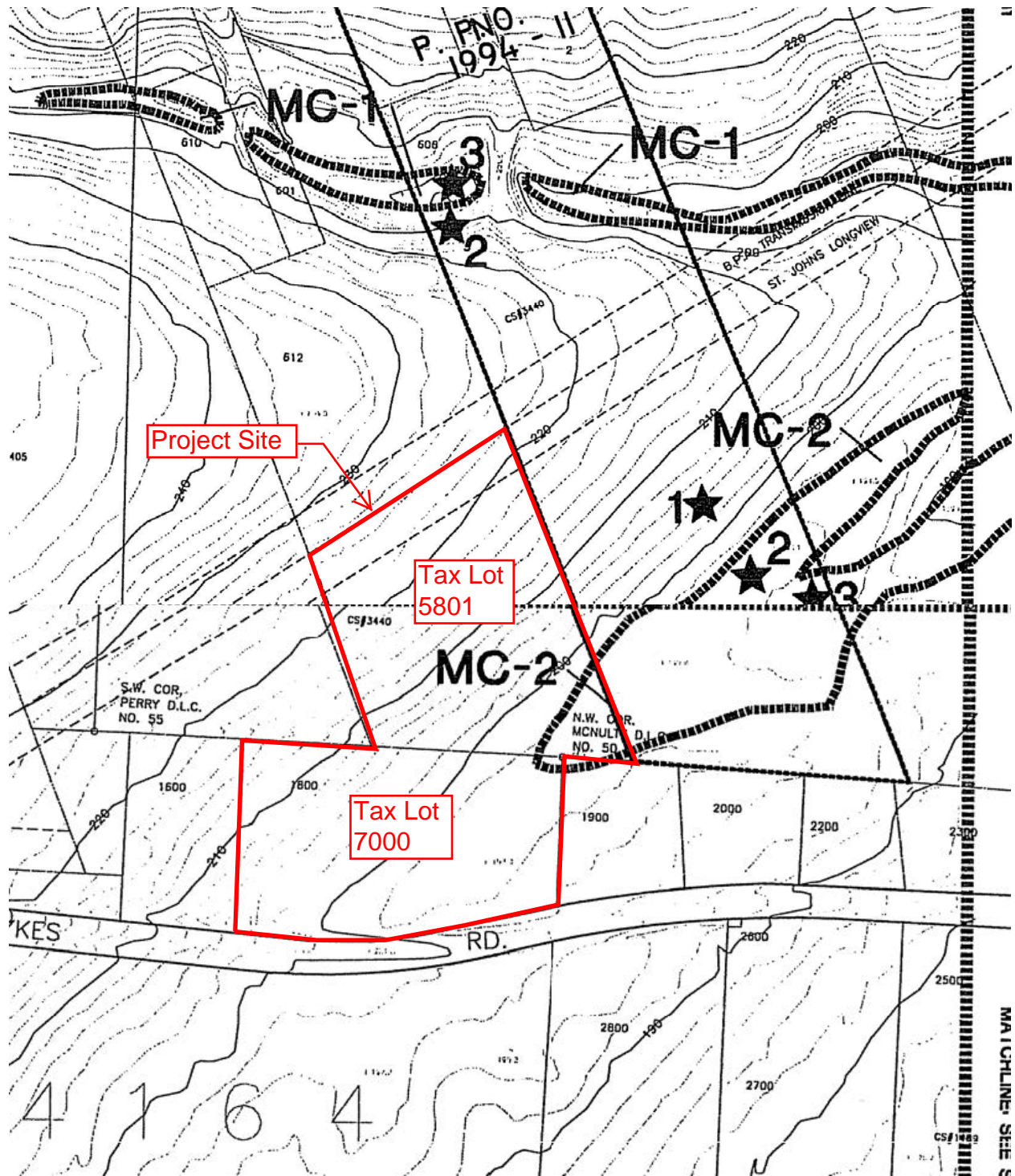
Figure 2. LWI map

Figure 3. Recent aerial photograph

Figure 4. Site plan



<p>Bailey Sykes Subdivision Sensitive Lands Assessment/PAMP Figure 1. Site Location Map</p>	<p style="text-align: center;">↑</p> <p>Scale approx. 1 inch = 1,500 ft</p>	<p>Wetland Solutions Northwest, LLC</p>
<p>Source: USGS. St. Helens, OR 7.5' quadrangle. Available at: http://store.usgs.gov. Accessed 7/14/2014.</p>		<p>June 2019</p>



<p>Bailey Sykes Subdivision Sensitive Lands Assessment/PAMP Figure 2. Local Wetlands Inventory Map</p>	<p style="text-align: center;">↑</p> <p>Scale approx. 1 inch = 250 ft</p>	<p>Wetland Solutions Northwest, LLC</p>
<p>Source: DSL LWI Website. Available at: http://www.oregon.gov/dsl/WETLAND/Pages/swwi.aspx. Accessed 4/4/2016.</p>		<p>June 2019</p>




Bailey Sykes Subdivision Sensitive Lands Assessment/PAMP Figure 3. Recent Aerial Photo	 Scale approx. 1 inch = 200 ft	Wetland Solutions Northwest, LLC
Source: Google Earth. Imagery date 7/23/2016.		June 2019

Table 1. Wetland Protection Zone Enhancement Plantings (18,088 SF)

Scientific Name	Common Name	Quantity	Spacing
Trees*			
<i>Acer macrophyllum</i>	big-leaf maple	30	10 – 15 ft on center
<i>Pseudotsuga menziesii</i>	Douglas fir	40	10 – 15 ft on center
<i>Rhamnus purshiana</i>	casacara	30	10 – 15 ft on center
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Shrubs*			
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<i>Sambucus racemosa</i>	red elderberry	60	6 – 8 ft on center
<i>Symphoricarpos albus</i>	snowberry	75	5 ft on center or in groups of 3 every 10 ft

TREE NOTE:

A. FOR MITIGATION ALL TREES AND SHRUBS TO BE PLANTED THROUGHOUT THE ENTIRE INNER 25-FOOT BUFFER.

B. SITE GRADING, TREE PLANTING AND BUFFER MANAGEMENT TO FOLLOW THE PAMP (PROTECTION AREA MANAGEMENT PLAN) BY WETLANDS SOLUTIONS NORTHWEST DATED 2019 AND APPROVED DEVELOPMENT AGREEMENT FOR THE SITE. THESE DOCUMENTS SHALL REFERENCED TO AND PART OF THE CONSTRUCTION PLAN SET.

OUTER 50' BUFFER FENCE NOTE:

INSTALL CITY APPROVED FENCE AT APPROXIMATE EDGE OF OUTER 50' BUFFER BEFORE CITY SIGNS FINAL PLAT. INSTALL 553 LF ALONG LOTS: 4,6,7,8,9,10, & 11.

TREE LEGEND

SYMBOL DESCRIPTION

- TREES GREATER THAN 12' TO BE REMOVED
- TREES GREATER THAN 12' TO BE SAVED
- TREES OUTSIDE 50' PROTECTION ZONE TO BE REMOVED
- TREES INSIDE 50' PROTECTION ZONE TO REMAIN.
- PROPOSED STREET TREES TO BE PLANTED
- TEMPORARY TREE PROTECTION FENCE TO BE IN PLACE AROUND TREE DURING CONSTRUCTION. 3' TALL STAKED PLASTIC HI VISIBILITY ORANGE OR EQUIVALENT. (TYPICAL)
- TREES TO BE RETAINED WITHIN LOTS

CONSTRUCTION CONDITION TREE SUMMARY TABLE
(shows changes to Tree Plan vs Prelim Approved Plan)

- TREES PREVIOUSLY SHOWN TO BE SAVED REMOVED FOR CONSTRUCTION OR SAFETY REASONS
- TREES THAT WERE NOT AT THE SHOWN LOCATION
- WERE SHOWN TO BE REMOVED, BUT ARE STILL STANDING

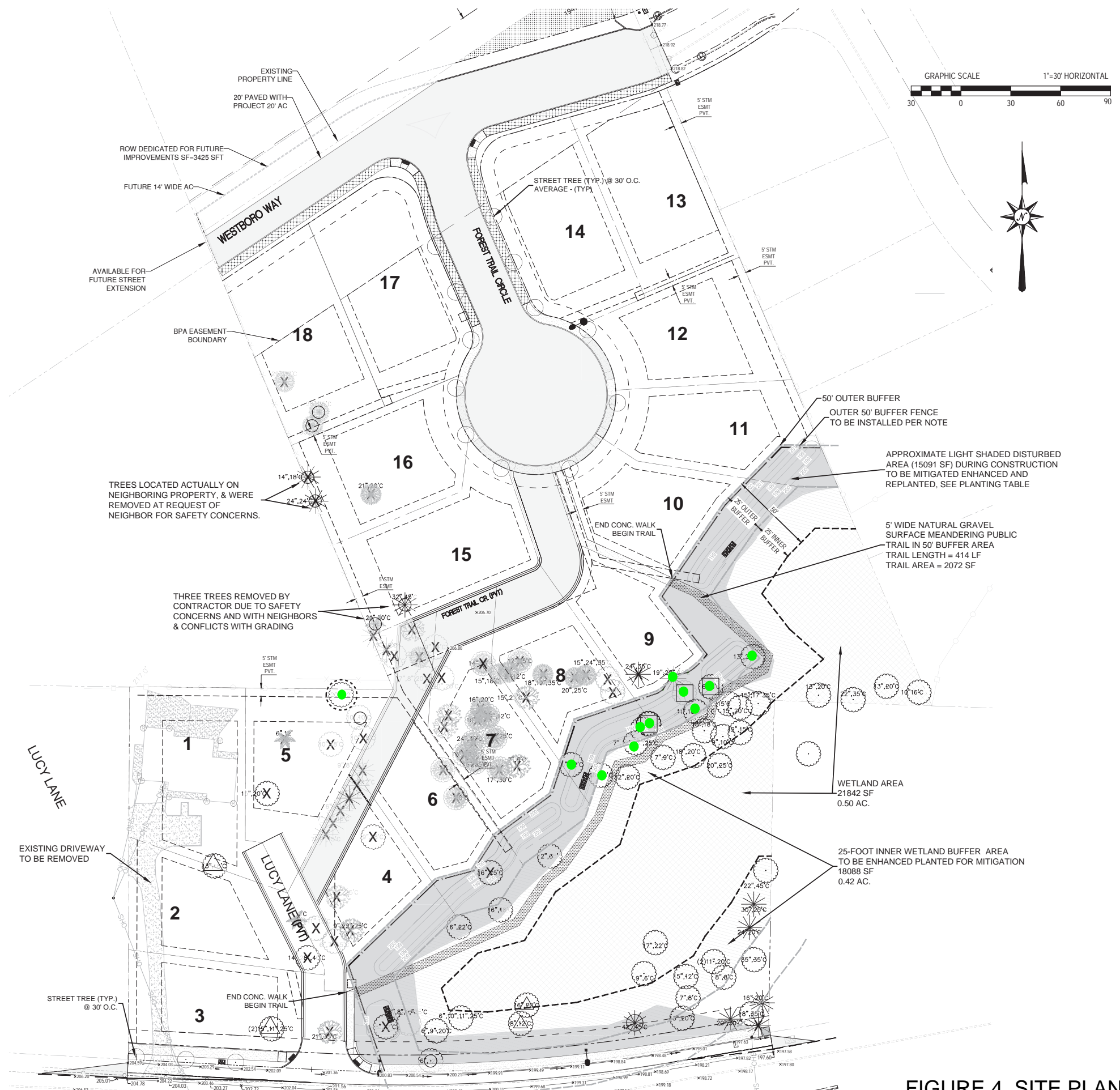


FIGURE 4. SITE PLAN

WETLAND SOLUTIONS NORTHWEST

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

PROJECT #132
DATE: 8 JUNE 2019

**BAILEY SUBDIVISION
TREE & LANDSCAPE &
WETLAND PLAN**

BA W5