

**CITY OF CASCADE LOCKS
PLANNING COMMISSION
AGENDA**

Thursday, December 14, 2017 at 7:00 PM
City Hall

1. Call Meeting to Order.
2. Approval of November 9, 2017, Minutes.
3. New Business:
 - A. Public Hearings: 7:00 PM
 1. LU 17-015 Norway Construction - Conditional Use/Unlisted Use.
 2. LU 17-016 Thunder Island Brewing, Co. - Site Plan Review
4. Adjournment.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for person with disabilities, should be made at least 48 hours in advance of the meeting by contacting the City of Cascade Locks office at 541-374-8484.

1. **Call Meeting to Order.** Chair Cramblett called the meeting to order at 7:00 PM. Planning Commission Members present were Gyda Haight, Virginia Fitzpatrick, Gary Munkhoff, and Larry Cramblett. Also present were City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, Deputy Recorder/Utility Specialist Marilyn Place, Adam Goddin, Brian Laramée, Victoria Jelderks, Scot Siegel, Laura Buhl, and Willis Boyer.
2. **Approval of July 13, 2017, Minutes.** PCM Fitzpatrick moved, seconded by PCM Munkhoff, to approve the minutes. The motion passed unanimously.

3. **New Business**

A. Public Hearing 7:00 PM – Site Plan Review – Broadford Skye. Chair Cramblett opened the hearing at 7:03 PM. Chair Cramblett and CA Zimmerman read the Public Hearing Procedures. Brian and Adam explained the development and the corrections that were made after the last meeting. PCM Haight asked if the landscaping would be maintained. Brian said that it would.

Willis said the water system is a 6” pipe and is a loop system. He said he was going to go ahead and put in an 8” water pipe and hoped that Broadford Skye would consider doing the same. PCM Munkhoff questioned the height of the building and how it is measured. Brian said he understood the height of the building to meet the requirement.

Chair Cramblett closed the hearing at 7:26 PM.

PCM Haight asked when the project would start. Adam said the demolition would start right away and digging would start in the spring. CA Zimmerman asked for an estimated build time. Brian said approximately 12 – 16 months after breaking ground.

PCM Haight moved, seconded by PCM Munkhoff, to accept the project as presented. The motion was approved unanimously.

Chair Cramblett asked Willis for an update on his project. Willis gave a brief update on his project and stated that his building plans had been submitted to the City.

B. TGM Code Assistance Program: Planning Commission Input on key public issues and process. Scot Siegel gave a handout to the Planning Commission listing a Code Update Overview (**EXHIBIT A**). He explained that this was the overview of discussion that took place two years ago for this project. He said the items listed under, Purpose, in the Code Update Overview is the list that the Planning Commission came up with in 2015. Scot said the Planning Commission should determine if this is still the purpose for the Code Update Project.

Scot said Planned Developments listed under Neighborhoods would be a very useful tool for this community. He said this would be used for the larger lots that remain and is good because you can mix housing types, have larger and smaller lots, and give developers flexibility. He went through the remaining bullet points in the Overview document.

PCM Haight asked about Cottage Type Housing. Scot explained the Cottage Housing and said the Planning Commission could take a self-guided tour of Cottage Housing and Planned Developments.

Chair Cramblett asked about design changes for the Downtown Zone. He said this is one of the things that he brought up during previous discussions. He said the downtown shouldn't have everything in the same style. CA Zimmerman said we should wait until we see what changes are made when the draft code is given to the Planning Commission. He said he would caution the Planning Commission on too many changes since there are two Downtown Zone

developments and a third one coming in. Scot said the idea is to bring consistency and clarity to the Downtown Plan. CA Zimmerman said, as an example, there could be a list of items for the design with six out of twelve of the design features required. He said this approach has worked well in other cities. PCM Munkhoff said he thought it was a mistake to limit, for example, roof pitch. Scot said he thought there could be some clarity in the standards, remove conflicts, and there is always a better way to design. He said this could be a design variance or adjustment process in the Code.

Scot said the minimum area for Planned Developments should be reviewed. PCM Munkhoff said the Planned Developments that have happened in Cascade Locks has left a bad taste in his mouth. He said when houses are squished together on small lots it becomes a safety issue and Cascade Locks has a poor firefighting team, which leaves homes indefensible.

PCM Munkhoff said the height of the downtown buildings should be reviewed. He said the recently approved site plan for Broadford Skye has a building that is going to be seen when traveling east on WaNaPa that is going to be right in your face. He said there should be some review as to how the downtown height of buildings is measured. PCM Munkhoff mentioned the back side of the Best Western Columbia River Inn but it can't be seen from WaNaPa.

Scot said the current parking requirement for housing is two spaces per unit. He said the Planning Commission could review the possibility of one space per unit if there are garages. PCM Munkhoff asked what the downside of changing the parking requirement from two spaces to one would be. He said this may impact on street parking. PCM Munkhoff said short term rentals and accessory dwelling units have to be considered. Scot talked about possible requirements based on size of units. He said a one or two bedroom house could possibly have reduced parking requirements.

4. **Adjournment.** Chair Cramblett adjourned the meeting. The meeting was adjourned at 9:04 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Larry Cramblett, Chair



Cascade Locks Planning Commission Meeting
Code Update Overview
November 9, 2017

Purpose (2015)

- Complete neighborhoods
- Quality development design
- Efficient UGB with appropriate higher density and mixed-use development
- Walkability and bikeability, particularly along Wa-Na-Pa
- Connections to Historic Columbia River Highway and Trail

Action Plan (2015)

Neighborhoods

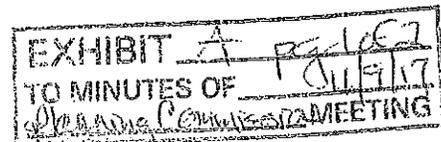
- Planned Developments
- Assisted living and group care uses
- Recreational Vehicles in mobile home parks
- Garages for stick-built homes, same as for manufactured homes
- Rezone the Public Works Shop site from MDR to Public Use

Commercial/Employment Districts

- Downtown design standards

Infrastructure/Public Improvements

- Sidewalk requirements and exceptions
- Development exactions



Administrative Procedures

- Code Interpretations
- Minor and major modifications to approvals
- Changes of use – exempt minor changes from land use review

Other/Miscellaneous

- Accessory structures larger than 120 square feet, including temporary storage
- Accessory dwelling units – clarify code, provide objective standards

Review Memorandum (Nov 2017)

1. Planned Development minimum area
2. Open space minimum area
3. Downtown height
4. Port recommendations
5. Duplexes on corner lots
6. Cottage housing in MDR zone.
7. Pedestrian shelters (canopies or awnings) over entries and sidewalks
8. Downtown Parking Report (flexibility in parking location) and parking for single family

City Hall
P.O. Box 308
Cascade Locks, Oregon 97014
Phone: 541-374-8484
Fax: 541-374-8752

OCT 16 2017



SITE PLAN REVIEW APPLICATION

I. BACKGROUND INFORMATION

Applicant

Applicant Name: Norway Construction LLC Phone: 503-656-7000
dba Relevant Building Company
Address: PO Box 387, Oregon City, OR 97045

Applicant Standing (Fee Owner, Contract Purchaser, etc.): contract purchaser

Property Owner (if different)

Name: Douglas & Geraldine Jenson Phone: (208) 569-2510
c/o Kurt Jenson, 2184 Channing Way #192,
Address: Idaho Falls, ID 83404

Property Information

Property Address: 19 Venture & 15 Regulator St, Cascade Locks

Township; Range; Section; Tax Lot: 2N07E12-CD-1100 & 1200

Current Zoning: MDR Property Size: combined 14,647 SF

Existing Use/Structures: vacant land other than abandoned shed

Application Proposal: Construct eight 16'x40' (640 sq.ft. each)

condominium units crafted from ISO shipping containers

which will be set at an angle with 4' unit offset

FOR OFFICE USE ONLY

File Number: 4417-

Submittal Date: 10/16/17 Fee: 1250.00 Received by: KW

Application Type: SPP Completeness: 10/16/17 120th Day: 2/16/18

*emailed to
Starr 10/16/17*

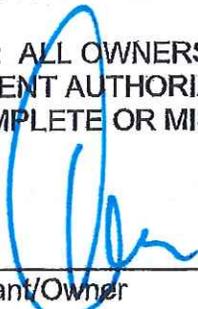
II. APPLICATION REQUIREMENTS



- (A) Completed and signed application form.
- (B) Written response to the approval criteria. It is the applications responsibility to show how the application meets the approval criteria.
- (C) TEN copies of the site plan drawn to scale. The site plan must include the material required under Sections 8-6.148.040 of the Community Development Code. City staff will assist the applicant in determining what information is required on the site plan.
- (E) Names and addresses of all the property owners within 250 feet of the boundaries of the property. This list must be provided by a Title Company or the Hood River County Assessor.
- (F) Copy of the latest deed, sales contract, or title report indicating property ownership.
- (G) A current Hood River County tax map(s) showing the subject property(ies) and all properties within 250 feet of the subject property
- (G) A signed fee agreement and payment for filing fee.

III. SIGNATURES

NOTE: ALL OWNERS MUST SIGN THIS APPLICATION OR SUBMIT A LETTER OF CONSENT AUTHORIZING ANOTHER INDIVIDUAL TO MAKE APPLICATION. INCOMPLETE OR MISSING INFORMATION WILL DELAY THE REVIEW PROCESS.

 _____ Date 10-12-17

Applicant/Owner Date

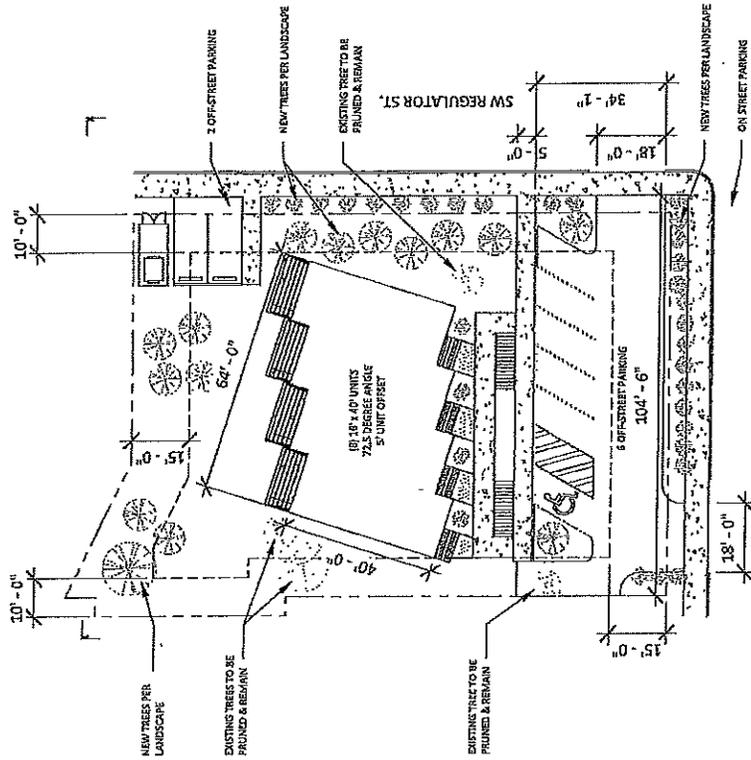
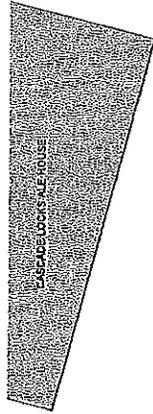
Attachment to
Norway Construction LLC's Application for
19 Venture and 15 Regulator St in Cascade Locks

Applicant's property consists of two lots directly behind the Ale House, across the street from the grocery store and next to single family homes – in other words, a transition area with a mix of uses and zones. With two lots, the property could be used for two fourplex units under its current MDR zoning. However, applicant is proposing a one-building eight unit residential complex in order to create a more attractive and efficient facility which can be surrounded by landscaping, utilize the view, provide sufficient off-street parking and create a community of owner residents. Situated as it is next to the core of downtown Cascade Locks, the residences will appeal to both retirees and young working couples who would like a starter home that is more affordable, within walking distance of amenities and is sustainable. The multi-family community will be governed by an HOA with covenants that require owner occupancy (as opposed to rentals) and also provide for regular maintenance and upkeep of the units so that the premises will continue to be an asset to the City's downtown core.

The proposed multi-family dwelling will consist of eight self-contained units constructed by stacking and positioning ISO shipping containers which have been modified for residential use. All modifications are made to the uniform building code standards and will be inspected by Hood River County building officials prior to occupancy. Applicant has been creating homes using shipping containers based on a desire to re-purpose materials that are otherwise wasted excess materials. More than 13,000 shipping containers come to the US every day but do not return to the countries of origin. They are left here for scrap because the US imports more goods than it exports and thus they would have to be returned empty which costs more than building a new one in China. Using these containers allows Applicant to create a residence that not only saves natural resources – minimal use of lumber – but also is more affordable. There are many other positives about using the shipping containers including their resistance to wind damage and fire retardant capability.

Use of shipping containers for residences is beginning to mushroom in the US. With this project Cascade Locks will be in the forefront of communities providing sustainable, more affordable and earth-friendly housing alternatives. We invite you to visit the company's website to learn more:

RelevantBuildings.com



① Site Plan
1" = 30'-0"

SW MOODY AVE.



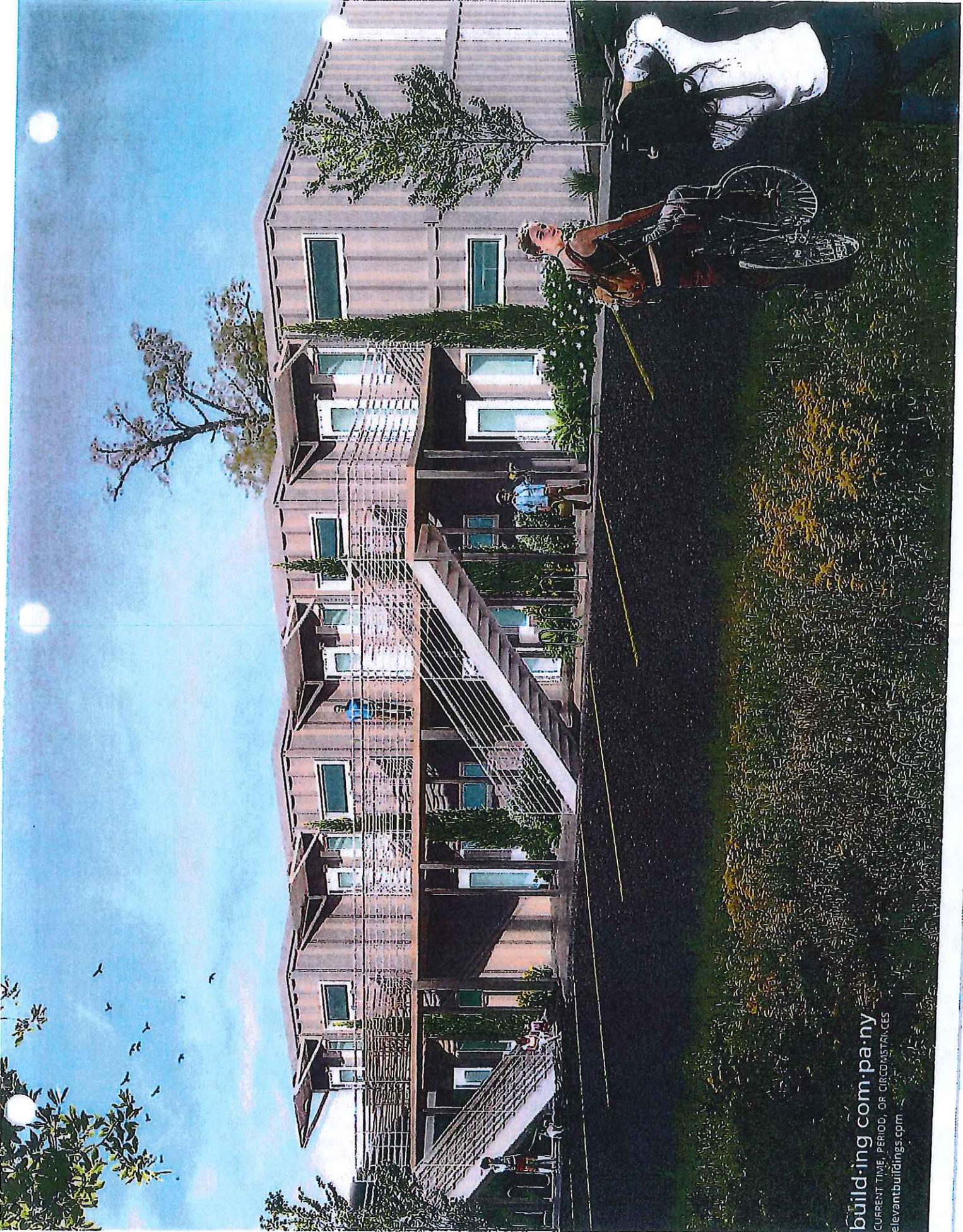
NOT FOR CONSTRUCTION
CASCADE LOCKS HOUSING PROJECT

YBA relevant building com·pany
 architects
 releventbuildings.com

APPROPRIATE TO THE CURRENT TIME PERIOD, OR CIRCUMSTANCES

15 SW REGULATOR ST.
 DESIGN REVIEW
 AUGUST 2017

Exhibit A10.1A



build·ing com·pa·ny

CURRENT TIME, PERIOD, OR CIRCUMSTANCES

elevantbuildings.com



building.company
CURRENT TIME PERIOD OF CIRCULARITY
elevantbuildings.com

Until a change is requested, all tax statements are to be sent to the following address:
Douglas Jensen & Geraldine Jensen
1609 NE Corbett Hill Road
Corbett, OR 97019
Account No. 2-2N-7-12CD-1100
Reference No. 7859
Account No. 2-2N-7-12CD-1200
Reference No. 7854

After recording return to:

Columbia Title Company
P.O. Box 600
Hood River, OR 97031

Consideration: \$62,500.00

941312 (2)

WARRANTY DEED

CALVIN G. PECK and KAREN L. PECK, as tenants by the entirety, GRANTORS; convey and warrant to DOUGLAS JENSON AND GERALDINE JENSON, husband and wife, GRANTEES, the real property described on the Description Sheet attached hereto and by this reference incorporated herein, free of encumbrances except as specifically set forth thereon.

The following personal property is included in the sale: None.

The true and actual consideration for this conveyance is SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00). (\$62,500.00).

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 5th day of APRIL, 1994.

Calvin G. Peck
Calvin G. Peck, Grantor, by

Karen L. Peck
Karen L. Peck, Grantor

Karen L. Peck
Karen L. Peck, Attorney in Fact

DESCRIPTION SHEET

941312

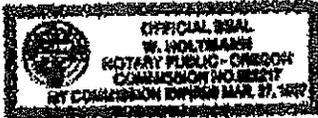
Parcel 1: All of Lots B, 1 and 2 and the North 5 feet of Lot 7, adjacent to Lot 2, in Block 4, CASCADE LOCKS, in the City of Cascade Locks, Hood River County, Oregon; EXCEPT THEREFROM, HOWEVER, that portion thereof heretofore sold under Real Property Sales Contract dated January 2, 1958, to Donald E. Gobelet and Juanita Gobelet, husband and wife, described as: BEGINNING at the Northwest corner of said Lot B; thence East along the North line of said Lots B, 1 and 2, a distance of 89 feet; thence South parallel with the West line of said Lot 2, a distance of 65 feet; thence Southwesterly to a point in the South line of said Lot 1 that is 72 feet, measured along the South line of said Lots B and 1, East of the Southwest corner of said Lot B; thence West along the South line of said Lots 1 and B a distance of 72 feet to the Southwest corner of said Lot B; thence North along the West line of said Lot B, a distance of 100 feet to the point of beginning.

Parcel 2: Lots 3 and 4, Block 4, CASCADE LOCKS, in the City of Cascade Locks, County of Hood River and State of Oregon.

INDIVIDUAL ACKNOWLEDGMENT

No. 5190

State of Oregon }
 County of Hood River } ss.
 On this the 14th day of April, 1974, before me
W. Holtmann
 the undersigned Notary Public, personally appeared
Karen L. Peck
 personally known to me
 proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) LS subscribed to the
 within instrument, and acknowledged that she executed it
 WITNESS my hand and official seal
W. Holtmann
 Notary's Signature



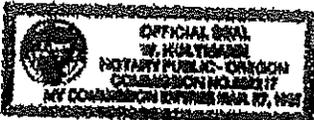
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title or Type of Document: Warranty Deed
 Number of Pages: 2 Date of Document: 4/16/74
 Signer(s) Other Than Named Above: Calvin G. Peck

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State of Oregon }
 County of Hood River } ss.
 On this the 16th day of April, 1974
 before me, the undersigned Notary Public, personally appear:
Karen L. Peck in person or attorney in fact
 personally known to me
 proved to me on the basis of satisfactory evidence
 to be the person whose name is subscribed to the within instrument as attorney
 in fact of Calvin G. Peck
 person not appearing before Notary, the principal and acknowledged to me,
 that she (he) subscribed the foregoing name for the
Deed the better name or attorney in fact
 WITNESS my hand and official seal
W. Holtmann
 Notary's Signature



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title or Type of Document: Warranty Deed
 Number of Pages: 2 Date of Document: 4/16/74
 Signer(s) Other Than Named Above: Karen L. Peck

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Microfilm No

941312

REC-1

APR 11 10 27 AM '51

STATE OF OREGON
COUNTY OF HOOD RIVER) ss

I certify that this document was received and recorded in the

Alena

records

Sandra E. Berry, Director of Records and Assessment and Ex-Officio Recorder of Con-
veyances for said county.

By:

J. J. J.

Deputy

Resubmit

DTC

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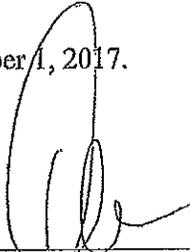
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ASSIGNMENT OF INTEREST IN EARNEST MONEY AGREEMENT FOR
PURCHASE OF LAND

Carl Coffman hereby assigns to Norway Construction LLC, an Oregon limited liability company with an address of P.O. Box 387, Oregon City, Oregon, all of its right, title and interest as Buyer under that Earnest Money Agreement dated May 27, 2017 by and between Douglas and Geraldine Jenson and Carl Coffman (the "Agreement") to purchase that real property located in Hood River County, State of Oregon known as 19 Venture and 15 Regulator St., Cascade Locks, Oregon 97014 (the "Property").

As consideration for this Assignment, Norway Construction LLC hereby accepts and assumes all of the obligations and responsibilities under the Agreement with respect to purchase of the Property.

DATED effective as of October 1, 2017.



CARL COFFMAN

NORWAY CONSTRUCTION LLC

By: 

Carl Coffman
Member

**EARNEST MONEY AGREEMENT
FOR PURCHASE OF LAND**

Seller: DOUGLAS JENSON AND GERALDINE JENSON

Buyer: CARL COFFMAN or assigns
13014 Clackamas River Drive
P.O. Box 387
Oregon City, OR 97045
Telephone: (503) 656-7000/ 503-475-6129 (cell)
Facsimile: (503) 496-3655
E-mail: Carl@coffmanteam.com

AGREEMENTS

1. **Purchase and Sale.** Seller owns that real property in Hood River County, Oregon known as 19 Venture and 15 Regulator St, Cascade Locks, Oregon 97014 ("Property"). Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller on the conditions and terms describe in this Earnest Money Agreement for the Purchase of Land ("Agreement"). All references to "Property" shall include all right, title and interest of Seller in and to: all improvements, all streets, alleys, easements and rights-of-way in, on, across, in front of, abutting or adjoining the Property; any system development charge (SDC) credits and/or certificates now or hereafter awarded to, received by or held by Seller (or Seller's assignee) in connection with or relating to the Property; all development rights, air rights, water rights and mineral rights; all pending applications to any governmental agencies; all licenses and permits, certificates of occupancy, approvals and entitlements issued, approved or granted by any governmental authority; any soils and environmental reports; and any other reports, studies, certificates, contracts or documents relating to the Property.
2. **Purchase Price and Payment.** The total purchase price for the Property shall be One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) payable in cash at closing.
3. **Earnest Money Deposit:** Buyer shall deliver an earnest money deposit in the amount of Fifteen Thousand Dollars (\$15,000) in the form of a promissory note payable upon

release of the Contingencies as set forth in Section No. 6, below. Upon closing, the earnest money deposit shall apply to Purchase Price. If Seller is ready, willing and able to perform, and the Buyer fails to perform as and when provided in this agreement, then the earnest money and additional earnest money, if any, shall be paid to Seller and this contract will be of no further binding effect.

4. **Title Report.** Within ten (10) days of the date of execution of this Agreement, Seller shall order and cause to be delivered to Buyer a preliminary title report (the "**Preliminary Commitment**") for the Property from Escrow Agent. Buyer shall have not later than twenty (20) days after receipt of the Preliminary Commitment, together with legible copies of all documents shown therein as exceptions to title, within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. In the event Buyer fails to raise any such objection within such twenty (20) day period, all conditions and exceptions to title set forth in such Preliminary Commitment shall be "**Permitted Exceptions.**" The foregoing notwithstanding, Buyer shall not be obligated to object to any monetary liens or encumbrances that appear in the Preliminary Commitment; Seller agrees to satisfy all monetary liens and encumbrances against the Property as of the date of closing. In the event Buyer objects to an exception to title, Seller shall be obligated to notify Buyer within ten (10) days after notice of such objection whether Seller is able to remove such exception. If Seller is able to remove such exception, Seller shall do so at or prior to closing. If Seller is not able to remove the objected-to exception, Buyer may, by written notice to Seller within ten (10) days after notice of Seller's inability to remove such exception, terminate this Agreement, or Buyer may elect to acquire the Property subject to such exception. All exceptions described in the Preliminary Commitment and not removed or to be removed pursuant to this Section 3 shall be "**Permitted Exceptions.**"

5. **Reports, Studies.** Seller shall, within ten (10) business days of the date of execution of this Agreement, deliver to Buyer all of the following items relating to the Property which are in Seller's possession or available to Seller: boundary surveys and all other surveys; the most recent property tax statements; all violation notices, correspondence, applications, licenses, permits, approvals and entitlements submitted to, issued, approved or granted by governmental authorities.

6. **Contingencies.**

6.1 Buyer's obligation to close the sale and purchase shall be subject to the satisfaction or waiver by Buyer of all of the following conditions:

(a) Buyer's approval of title as set forth in Section 4 of this Agreement if required thereunder.

(b) Buyer satisfying itself within a period of six months from the date both parties have signed this Agreement as to zoning, access and parking requirements, applicable county and state ordinances, the conditions of improvements on the Property, the economic feasibility of the contemplated development, availability of financing and other government approvals that affect the Property and its intended use by Buyer.

(c) If the foregoing conditions are timely satisfied or waived, Buyer shall give Seller written notice thereof. If Buyer shall fail to give written notice to Seller of the timely satisfaction or waiver of all of the foregoing conditions, this Agreement shall terminate.

7. **Right of Entry.** Buyer, its authorized agents, employees and independent contractors are hereby granted the right to enter upon the Property at reasonable times, for the purpose of (i) making or conducting any inspection, investigation, test or survey reasonably related to the purchase of the Property or the satisfaction of Buyer's contingencies hereunder, subject to the following:

(a) Buyer shall keep the Property free from liens in connection with any such entry.

(b) Buyer shall indemnify, defend and hold Seller harmless of and from any and all claims, demands, actions and liabilities that may arise or result from Buyer's activities on the Property in connection with any such entry.

8. **Condemnation.** If prior to the closing date condemnation proceedings are commenced against the Property or any part thereof, then at Buyer's option, (i) this Agreement shall terminate, and the earnest money shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) the closing shall proceed as provided pursuant to this Agreement and Buyer shall receive any condemnation proceeds attributable to condemnation, which proceeds shall not be credited against Buyer's obligation to pay the purchase price.

9. **Closing, Escrow, Prorates.** If the conditions set forth in Section 6.1 have been timely satisfied or waived, the purchase and sale shall close on the earlier of (i) Buyer's notice of readiness to close or (ii) two (2) months after Buyer's notice of satisfaction or waiver of conditions pursuant to Section 6.1 ("Closing"). The purchase of the Property shall be closed in escrow at a title company mutually acceptable to Seller and Buyer (the "Escrow Agent"). Prior to closing, each party will deposit with the Escrow Agent the funds, documents and instructions necessary for closing. The cost of the escrow shall be shared equally by Seller and Buyer. Current real property taxes on the Properties will be prorated between the parties as of the date of closing. If the Property is subject to deferred taxes for farm use, forest use or other qualified use classification, Seller will be responsible for any deferred taxes, penalties and interest thereon, all of which will be paid at closing.

10. **Warranty Deed, Title Insurance.** Upon closing, the Property shall be conveyed to Buyer by statutory warranty deed, free of encumbrances except for the Permitted Exceptions. At closing, Seller, at Buyer's expense, shall deliver to Buyer a standard title insurance policy in the amount of the total purchase price insuring title to be vested in Buyer subject only to the standard printed exceptions and the exceptions authorized to be included in the statutory warranty deed.

11. **Broker.** The parties represent and warrant to one another that there are no real

estate brokers or salespersons involved in this transaction.

12. **Other Closing Matters.** Buyer's obligation to close is subject to performance by Seller of all of its obligations pursuant to this Agreement and the accuracy of Seller's representations and warranties at the closing date. Buyer shall be entitled to possession of the Property on the closing date.

13. **Default by Buyer.** IN THE EVENT THIS PURCHASE AND SALE DOES NOT CLOSE BY REASON OF ANY DEFAULT OF BUYER, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THAT EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), FIFTEEN THOUSAND DOLLARS. SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND THE ESCROW AGENT.

14. **Assignment.** Buyer shall have the right to assign its interest under this Agreement prior to Closing to any subsidiary, affiliate or owner of Buyer without Seller's consent or approval, provided that no such assignment shall release Buyer from any obligations to Seller hereunder.

15. **General and Miscellaneous Provisions.**

(a) **Prior Agreements.** This instrument is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

(b) **Time is of the Essence.** Time is expressly made of the essence of each provision of this Agreement.

(c) **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed to the addresses set forth below the names of the parties on the first page hereof, or to such other address as one party may indicate by written notice to the other party.

(d) **Attorney Fees and Costs.** In the event legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred therein.

(e) **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

(f) **No Merger.** The obligations set forth in this Agreement shall not merge with the transfer or conveyance of title to any party of the Property but shall remain in effect until fulfilled.

(g) **Amendments.** This Agreement may be amended, modified or extended without new consideration but only by written instrument executed by both parties.

(h) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Oregon.

(i) **Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(j) **Counting of Days.** Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday or legal holiday, including Sunday, in which event the period runs until the end of the next day which is not a Saturday or legal holiday.

(k) **Number, Gender and Captions.** In construing this Agreement, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

(l) **Recording.** Upon request of either party, the parties shall execute in a form sufficient for recording a memorandum of this Agreement, which may be recorded at the expense of the party requesting the same.

(m) **Binding Effect.** The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

(n) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

16. **Zoning and Land Use.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

17. **Date of Execution.** The date of execution of this Agreement shall be deemed to be the last date of execution set forth below the name of the respective parties.

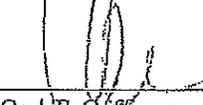
SELLER



Douglas Jensen

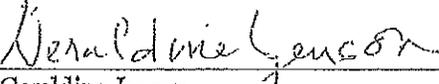
Dated: 5/27/17

BUYER



Carl E. Coffman

Dated: 5-12-17



Geraldine Jensen

Dated: 5/27/17

PROMISSORY NOTE FOR EARNEST MONEY

Buyer: Carl Coffman or assigns

Seller: Douglas Jensen and Geraldine Jensen

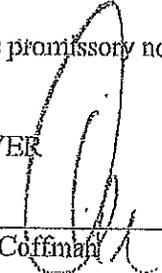
Property: 19 Venture and 15 Regulator St., Cascade Locks, OR 97014

Buyer promises to pay to Seller the sum of Fifteen Thousand Dollars (\$15,000). Upon redemption of this promissory note, funds shall be made payable to Seller. This promissory note is due and payable within five business days of Buyer's waiver of contingencies in Section No. 6 of the Earnest Money Agreement for Purchase of Land for the Property between the parties (the "Agreement").

If this promissory note is not paid when due, Buyer shall pay interest at the rate of ten percent (10%) per annum on the unpaid balance from the due date until it is paid in full. Buyer understands that time is of the essence and that the failure to pay this promissory note when due may constitute a default under the Agreement.

This promissory note is hereby incorporated into and made a part of the Agreement.

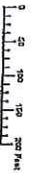
BUYER



Carl Coffman

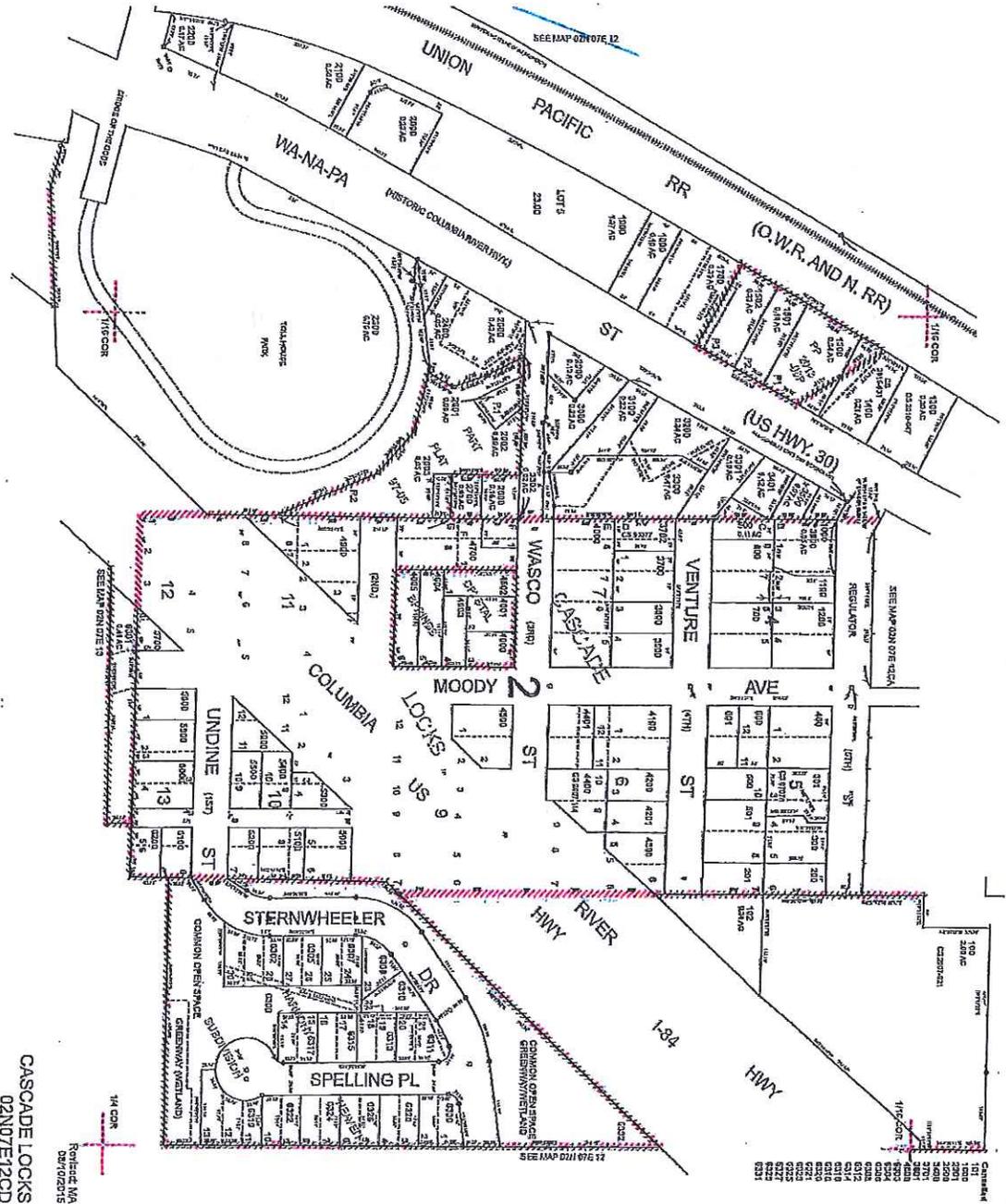
5-12-17
Date

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



S.E. 1/4 S.W. 1/4 SEC. 12 T.2N. R.7E. W.M.
HOOD RIVER COUNTY
1" = 100'

02N07E12CD
CASCADE LOCKS



02N07E12CD
CASCADE LOCKS

Revised WA
08/07/2015

**NOTICE TO APPLICANT
REIMBURSEMENT TO CITY OF CASCADE LOCKS
FOR ADMINISTRATIVE FEES**



TO: APPLICANT

The City of Cascade Locks, like many other small cities in Oregon, is faced with a severely reduced budget for the administration of the City's Ordinances. The land use planning process in the State of Oregon has become increasingly complex. To properly process land use applications, the city must rely upon professional consultants to assist in preparing the legal notices, conducting on-site inspections, preparation of staff reports, and, in some cases, actual attendance at the Planning Commission and/or City Council meetings. The City utilizes a consultant to ensure that applications are processed fairly and promptly. Because of reduced budgets, the City finds it necessary to transfer some administrative costs to you, the applicant, as part of the land use planning process. Therefore, you are asked to read and sign the agreement below indicating that you understand and agree to this requirement.

**AGREEMENT TO REIMBURSE CITY
FOR ADMINISTRATIVE COSTS**

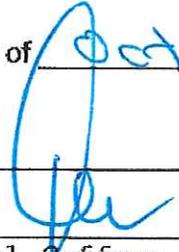
I/We, the applicant(s), Norway Construction LLC, hereby agree to reimburse the City of Cascade Locks for administrative costs over and above the costs covered by the Basic Fee, which we have paid. We have been advised that an estimated cost is \$ _____, but that actual costs could exceed this amount. In the event the City is required to commence litigation to recover these costs, the prevailing party shall be awarded costs and reasonable attorney's fees, including any costs and fees on appeal.

The amount not paid shall also become a lien against the property on which the land use action is sought, in favor of the City of Cascade Locks, and shall be docketed in the City Lien Docket.

DATED this 12th day of October 2017.

LAND USE APPLICANT(S):

Norway Construction LLC

By 

Carl Goffman, Member

PROPERTY OWNER(S):

(If Different Than Above)

CITY OF CASCADE LOCKS

Staff Report

November 20, 2017

Application File Number: LU 17-010

Type of Action Requested: Site Plan Review – Medium Density Residential

Code Authority: Site Plan Review 8-6.148
Permitted Uses 8-6.60.020
Unlisted Uses 8-6.48

Application certified as complete: October 16, 2017

Action Deadline: February 16, 2018 (120 days)

Approval Criteria: 8-6.148 (Article V)

Applicant(s): Norway Construction, LLC
(dba Relevant Building Company)
P.O. Box 387
Oregon City, Oregon 97045
(503) 656-7000

Property Owner(s): Doug and Geraldine Jenson
2184 Channing Way #192
Idaho Falls, Idaho 83404
(208) 569-2510

Location: Properties involved: Corner of 19 Venture and 15 Regulator Streets

Township: T 02N **Range: R 12E** **Section: 2N** **Tax Lot: #1100 & 1200**

Zoning: (MDR) Medium Density Residential 8-6.60
Lot Size: 14,647 Square feet

Specific Action Requested: Approve a request for a development permit to construct eight (8) 640 square foot multi-family dwelling units into a two story complex. These units shall be available for purchase offering a “starter-home” for first time homebuyers or individuals wishing to downsize their dwelling size.

Staff Summary: City staff have reviewed the proposed conceptual development for the entire parcel and have made some design suggestions to accommodate public access and safety. City Planning staff have also reviewed the specific site development plan for the dwelling units and have concluded that due to the fact that two taxlots are contained within the proposed development that the proposed development could be placed on the parcels as an outright permitted use. Since each lot is allowed to have a four-plex on each one, the Planning Commission should consider a combine and extinguish of the two existing tax lots into a single parcel with the four-plexes stacked upon each other to provide for public safety, off-street

parking and a more aesthetic development adjacent to our Downtown Zone. This proposal represents the first development of its type in Cascade Locks, utilizing shipping containers as the bases of these single family homes in a townhouse style development. All units will meet or exceed the uniformed building code of the State of Oregon and therefore are considered acceptable housing types under the Comprehensive Plan the City of Cascade Locks.

LAND USE FINDINGS:

CDC Section 8-6.60.010 describes the purpose, objectives and goals of the Medium Density Residential Zone (MDR).

PURPOSE. "The purpose of the MDR zone is to provide land for housing opportunities for individual households. The zone implements the Comprehensive Plan policies and regulations that are intended to create, maintain and promote residential neighborhoods with a mixture of dwelling types."

FINDING: This standard is met.

OBJECTIVE. Because this proposal is adjacent to the Downtown Zone, staff has determined that some policy objectives for that zone can benefit from this developments location. "To promote a pedestrian friendly environment with consistent design standards which encourage walking, bicycling and more mixed used diversity in the downtown core"

FINDING: This standard is met.

GOALS. It is the goal of the City of Cascade Locks to provide a mix and range of adequate housing which allows its citizens to acquire affordable housing within the City limits allowing them to reside in the community in which they work. Furthermore, changes in housing technology can provide the City with new approaches to meeting the housing needs of its citizens. All housing constructed in the City of Cascade Locks shall meet all building code requirements and provide for safe and efficient usage while preserving the quality and image of the community.

FINDING: This standard is met by offering affordable housing near the commercial core

CDC Section 8-6.60.020 describes the permitted uses in the Medium Density Residential Zone.

D. Fourplex is an allowed outright permitted use in this zone.

The proposal is for eight units and by our code would be considered an outright and permitted use based on the fact that this proposal covers two lawful taxlots. In reviewing the proposal and discussing this matter with the proposed developer, it was determined that this development would be better suited if the City would allow the units to be stacked, accommodating the required off-street parking, providing for better off-street access and a more aesthetic development adjacent to our downtown core. By allowing some variation to a strict code interpretation, the City of Cascade Locks can gain a better use of the intended property, provide the same level of housing as strictly required within the code and also achieve a more aesthetic development consistent with the surrounding uses. This development would allow downtown service workers to safely walk to and from work while residing near the core of our commercial districts.

FINDING: The applicant has proposed a development which would be an outright permitted use in the subject zone provided both lots were built out individually. Under 8-6.48 (B) establishes "a procedure for determining whether certain specific uses would have been permitted in a zoning district had they been contemplated and whether such unlisted uses are compatible with the listed uses."

Staff has reviewed the proposed development and determined that this may be a case where had the Planning Commission considered this specific parcel for the proposed development at the time the code was adopted that they may wish to allow the flexibility of stacking housing units to provide for greater public safety, more off-street uses of the parcel including greater landscape buffering and more desirable transitioning to the adjoining Downtown zone.

FINDING: Staff has determined that the intended development meets the intent and goals of the underlying zone district and if the Planning Commission concurs, then by evoking the provisions of 8-6.48, then this development may be approved under our code.

DESIGN STANDARDS REVIEW

1. **Height Limitation.** The applicant has proposed a development which does not exceed the 35 foot height limitation.
This criteria has been met.
2. **Landscaping Requirements.** The applicant has proposed a development which exceeds the minimum 5% landscaping requirement for the phase one development.
This criteria has been met
3. **Access Requirements.** The applicant has agreed to make street improvements on SW Moody and Regulator streets consistent with City public works standards. These improvements will enhance pedestrian safety and overall access to the subject parcel
This criteria has been met
4. **Off-Street Parking.** The applicant has provided for off-street parking space behind the proposed development which is in conformance with the City off-street parking requirements (8-6.108) for the MDR zone.
This criteria has been met
5. **Zone Design Standards**
 - a. Proposed development was reviewed by the City staff and verification of all units meeting or exceeding Oregon Uniform Building code was assured. Since this new form of housing is uncommon within the City of Cascade Locks, the staff is asking the Planning Commission to review this proposal.
 - b. **Lighting.** All exterior lighting will be shielded downward.
 - c. **Trash and Recycling Storage.** The applicant has provided for a screened area to store trash and recycling materials in compliance with the code.
 - d. **Off-Street parking** shall be stripped and a space shall be assigned as part of the HOA to a specific unit within the complex.
 - e. **Setbacks:**
 - a. Front yard setbacks shall not be less than 15 feet
 - b. Side yard setbacks shall not be less than 10 feet

- c. Rear yard setbacks shall not be less than 15 feet and shall have a buffering hedgerow or other vegetative barrier between the subject parcel and the adjoining Downtown zone (Ale House).

This criteria has been met

f. Building Height:

- a. The proposed development does not exceed 35 feet in height

This criteria has been met

g. Impervious Surfaces:

- a. Not more than 75 percent of the total area shall be covered with impervious surfaces.

This criteria has been met

- h. Signage. Applicant has not proposed any signage (no free-standing or internally illuminated signs are allowed). All proposed signs will be approved upon completion of the building by the City Administrator.

DECISION:

Based on the findings and conclusions provided herein, staff recommends approval of this proposal. This approval requires the Planning Commission to acknowledge that this use was not anticipated at the time the zoning district was adopted for this subject parcel and that by approving this development, the approval was determined to better meet the needs of the City and is an improved use of the subject parcel. The City Planning Commission approves the site plan and request for a development permit, subject to the following conditions of approval.

CONDITIONS OF APPROVAL:

1. A final building permit application shall be submitted to the City for review and approval prior to seeking a building permit approval through Hood River County. All units shall be determined to meet or exceed all UBC requirements of the State of Oregon, Hood River County and the City of Cascade Locks.
2. The applicant agrees that he will consolidate the two subject parcels into a single tax lot as part of this development and that no future development shall be allowed on the remaining parcel as condition of approval of this development and as acknowledgement of this modification of the zoning district requirements.
3. The applicant shall select color pallets consistent with the requirements of the downtown zone so as to better compliment this adjacent commercial district. All units shall be placed and painted to compliment the surrounding environment and not painted in a contrasting manner as to call attention to this development. The applicant shall retain or replace trees at its current number on the subject parcel as part of this development so as to achieve a net-zero reduction of trees on the subject parcel.
4. The applicant shall meet all requirements for street improvements as agreed to by the parties and by this reference be made part of the official record.
5. Applicant has indicated that these units will be sold as individual residences as part of a town-home concept with a Homeowners Association. Applicant shall complete and file an HOA document with the city prior to any sales of the subject units.
6. The applicant shall have two years from the start date of construction to complete all required site improvements and design applications. Should the applicant fail to meet this timeline, then they

shall be required to seek additional approvals from the Planning Commission for any reasonable delay due to conditions outside the control of the developer

7. Applicant shall pay all required City fees prior to seeking building permit approval with the City and County.
8. Applicant acknowledges that this approval is only for the development more fully described in this report and does not constitute any additional approvals or acceptance of other "conceptual designs" not covered with this single application..

Signed this _____ day of December , 2017

Larry Cramblett, Chairman
City of Cascade Locks Planning Commission

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Cascade Locks Planning Commission, at its meeting on, December 14, 2017, at 7:00 PM, in the City Council Chambers of the City Hall, Cascade Locks, Oregon, will consider the following application:

FILE TITLE: LU 17-015 CONDITIONAL USE PERMIT/UNLISTED USE

APPLICANT: Norway Construction LLC/Relevant Building Company
PO Box 387
Oregon City, OR 97045

REQUEST: Construct eight 16' x 40' condominium units crafted from ISO shipping containers, which will be set at an angle with 4' unit offset.

LOCATION: 2N 7 12CD, Tax Lot 1100 & 1200
Property is located on the corner of Moody Avenue and Regulator Street (behind the Cascade Ale House).

APPLICABLE REVIEW CRITERIA: Cascade Locks Community Code Sections Article III, Chapter 8-6.48, 8-6.60 and Article V, Chapter 8-6.152.

(see map on reverse)

PROPERTY OWNERS WITHIN 250 FEET OF THE SUBJECT PROPERTY ARE RECEIVING THIS NOTICE. SPECIAL NOTICE TO MORTGAGEE, LEINHOLDER, VENDOR, OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.

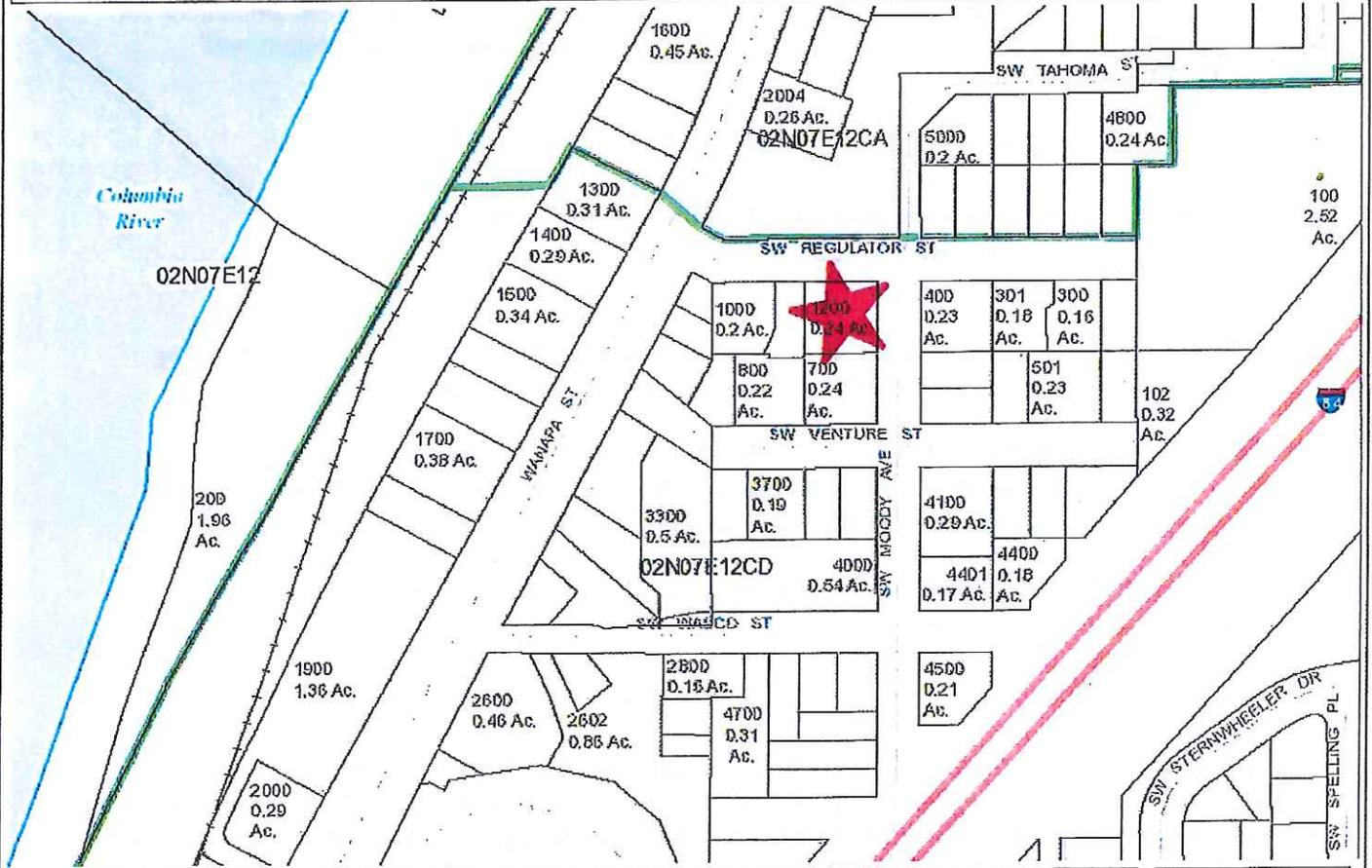
The Public Hearing on this matter will be conducted in accordance with the rules contained in the zoning ordinance adopted by the Cascade Locks City Council, which is available at City Hall.

All interested persons may appear and provide testimony and only those who submit written comments or testify at the hearing shall be entitled to appeal.

Failure of an issue to be raised in the hearing, in person or by letter, or failure to provide sufficient specificity to afford the approval authority an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

At least seven days prior to the Hearing, a copy of the staff report will be available for inspection at no cost, or a copy can be obtained for fifteen cents per page.

For further information, please contact Kathy Woosley at Cascade Locks City Hall, at 374-8484, 140 WaNaPa, Cascade Locks, OR 97014.



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

1: 3,127

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION



City Hall
P.O. Box 308
Cascade Locks, Oregon 97014
Phone: 541-374-8484
Fax: 541-374-8752



SITE PLAN REVIEW APPLICATION

I. BACKGROUND INFORMATION

Applicant

Applicant Name: Thunder Island Brewing Co Phone: Dave 650-387-5237
Caroline 503-440-3861

Address: PO Box 396 Cascade Locks, OR 97014

Applicant Standing (Fee Owner, Contract Purchaser, etc.): _____

Property Owner (if different)

Name: _____ Phone: _____

Address: _____

Property Information

Property Address: Wa Na Pa Street, Cascade Locks, OR 97014

Township; Range; Section; Tax Lot: 2N-73-12CD TL 1500 & 1501

Current Zoning: Commercial Property Size: 22,750 sq ft

Existing Use/Structures: None

Application Proposal: Thunder Island Brewing Co New Facility

| FOR OFFICE USE ONLY | | | |
|---------------------|-----------------|-------------------------------------|------------------------|
| File Number: | <u>HL17-016</u> | | |
| Submittal Date: | <u>11/14/17</u> | Fee: <u>625.00 + 625.00 deposit</u> | Received by: <u>KW</u> |
| Application Type: | <u>SPP</u> | Completeness: _____ | 120th Day: _____ |

THUNDER ISLAND BREWERY
SITE PLAN REVIEW
DESIGN NARRATIVE
11.13.2017

ROOFING:

Membrane roofing (not visible / behind building parapet)

PARAPET:

The parapet will be a custom top cap molding to reflect the craftsman design style of Cascade Lock's downtown area.

SIDING:

The siding will be a combination vertical and horizontal siding to reflect the design style of Cascade Lock's downtown area.

TRIM AT SIDING:

The trim is located at the windows, belly band and parapet. The details will resemble the craftsman style similar to the downtown area.

WINDOWS:

The windows will be a dark bronze with a minimum of 2-inch trim. The sizes correspond to the requirements.

PARKING:

Upon the pre-application meeting the City of Cascade Locks has agreed upon the access at the SE corner of the lot to create a two access points to the site. There will be a total of 12 on site parking spaces as well as a dedicated loading area.

**NOTICE TO APPLICANT
REIMBURSEMENT TO CITY OF CASCADE LOCKS
FOR ADMINISTRATIVE FEES**



TO: APPLICANT

The City of Cascade Locks, like many other small cities in Oregon, is faced with a severely reduced budget for the administration of the City's Ordinances. The land use planning process in the State of Oregon has become increasingly complex. To properly process land use applications, the city must rely upon professional consultants to assist in preparing the legal notices, conducting on-site inspections, preparation of staff reports, and, in some cases, actual attendance at the Planning Commission and/or City Council meetings. The City utilizes a consultant to ensure that applications are processed fairly and promptly. Because of reduced budgets, the City finds it necessary to transfer some administrative costs to you, the applicant, as part of the land use planning process. Therefore, you are asked to read and sign the agreement below indicating that you understand and agree to this requirement.

**AGREEMENT TO REIMBURSE CITY
FOR ADMINISTRATIVE COSTS**

I/We, the applicant(s), Thunder Island Brewing Company LLC, hereby agree to reimburse the City of Cascade Locks for administrative costs over and above the costs covered by the Basic Fee, which we have paid. We have been advised that an estimated cost is \$ _____, but that actual costs could exceed this amount. In the event the City is required to commence litigation to recover these costs, the prevailing party shall be awarded costs and reasonable attorney's fees, including any costs and fees on appeal.

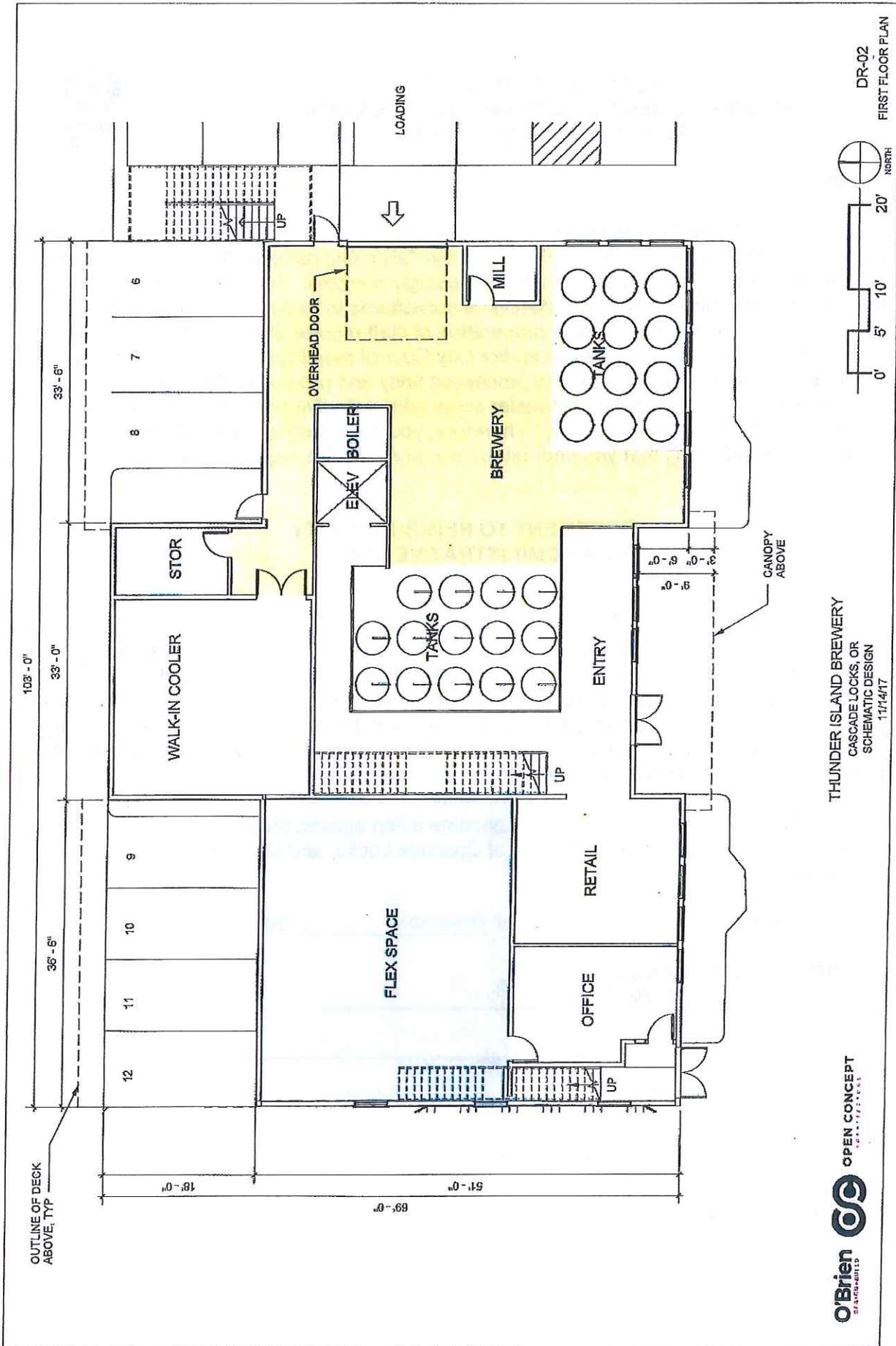
The amount not paid shall also become a lien against the property on which the land use action is sought, in favor of the City of Cascade Locks, and shall be docketed in the City Lien Docket.

DATED this 7 day of November, 2017.

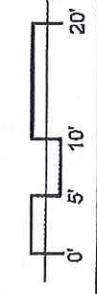
LAND USE APPLICANT(S):

Caroline Park

PROPERTY OWNER(S):
(If Different Than Above)

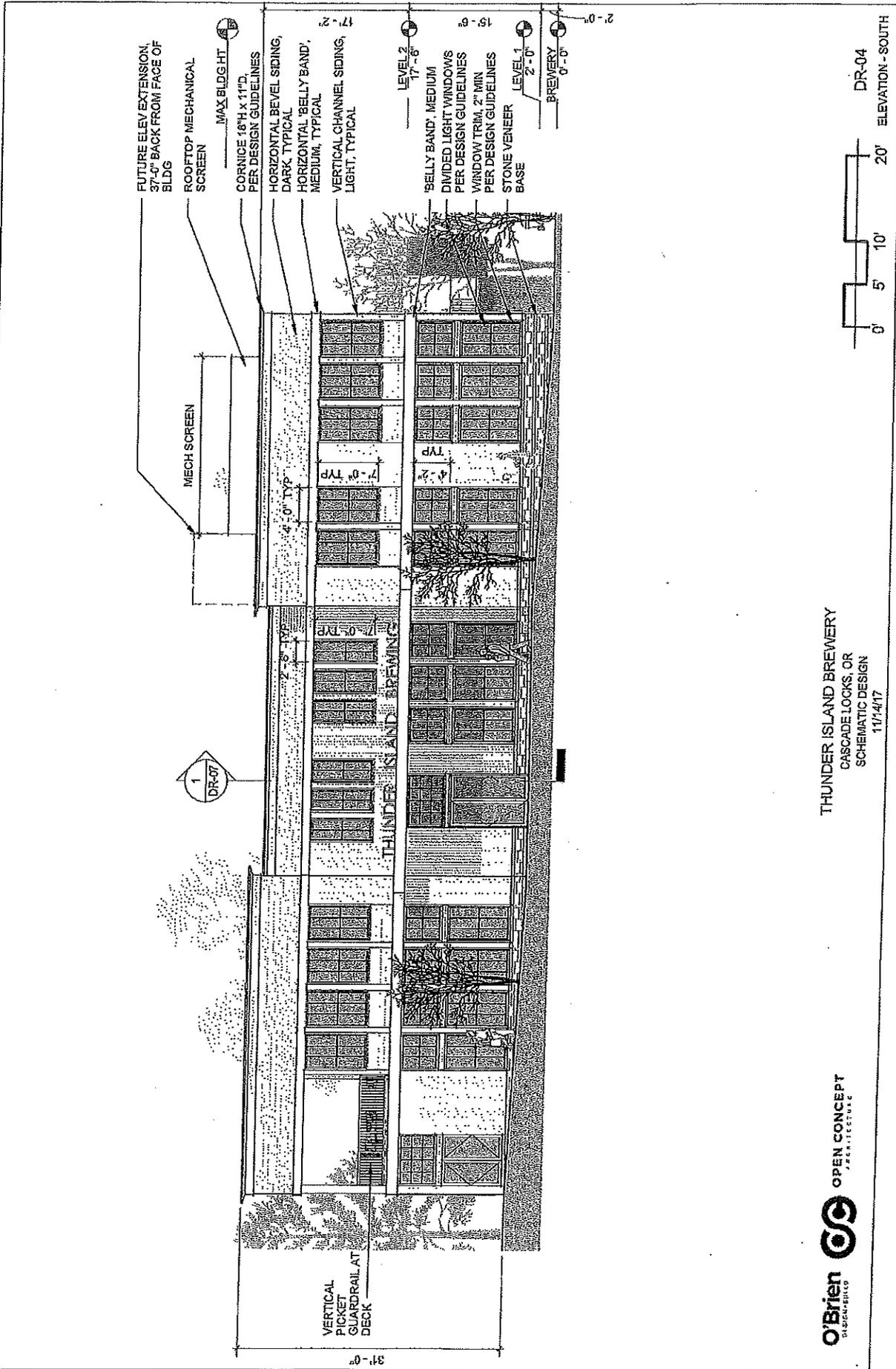


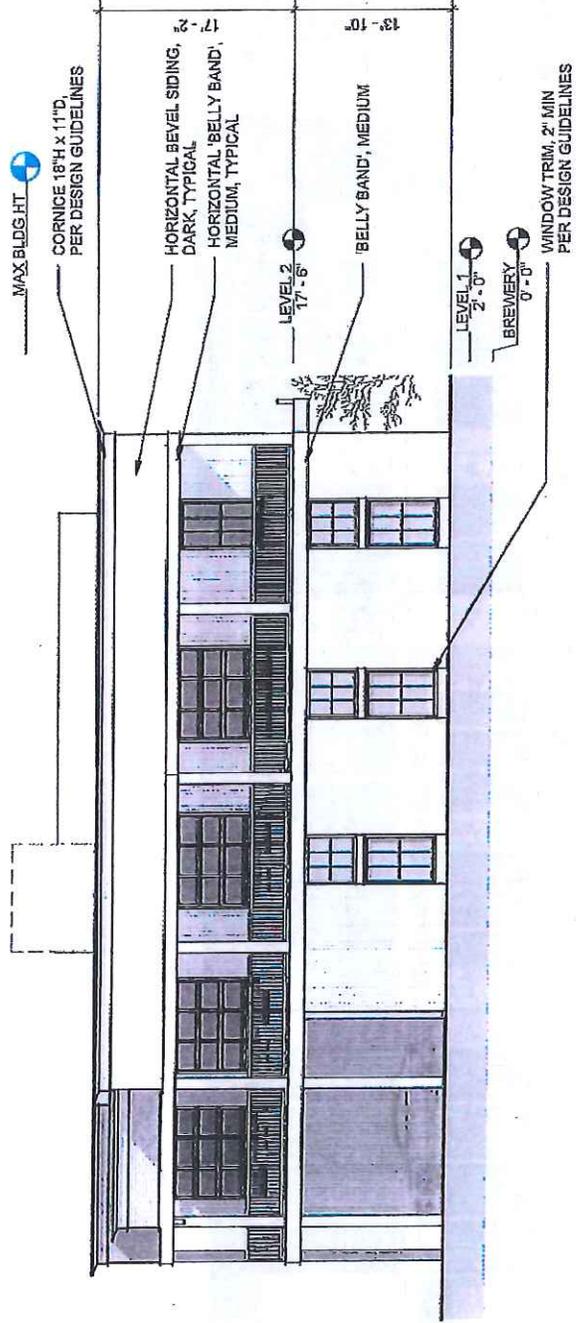
DR-02
FIRST FLOOR PLAN



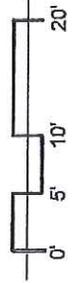
THUNDER ISLAND BREWERY
CASCADE LOCKS, OR
SCHEMATIC DESIGN
11/7/17







THUNDER ISLAND BREWERY
 CASCADE LOCKS, OR
 SCHEMATIC DESIGN
 11/14/17



DR-06
 ELEVATION - WEST

HOOD RIVER COUNTY, OR **2016-04006**
 D-WD
 SIn=0 SAMANTHAD 11/18/2016 01:24:00 PM
 \$15.00 \$11.00 \$10.00 \$20.00 \$15.00 \$71.00
 I certify that this instrument was received and recorded
 in the records of said county.
 Brian D. Beebe, Director of Records and
 Assessment and Ex-Officio Recorder.

AFTER RECORDING RETURN TO:
 Thunder Island Brewing Company LLC
 Attn: David Lipps, Managing Partner
 P.O. Box 396
 515 NW Portage Road
 Cascade Locks, OR 97014

AMERITITLE 938001AW

UNTIL A CHANGE IS REQUESTED, ALL
 TAX STATEMENTS SHALL BE
 SENT TO THE FOLLOWING ADDRESS:

Thunder Island Brewing Company LLC
 Attn: David Lipps, Managing Partner
 P.O. Box 396
 515 NW Portage Road
 Cascade Locks, OR 97014

Consideration: \$166,219.00

NOTE: 12 CD 1500 + 1501 STATUTORY WARRANTY DEED

RECEIVED
 NOV 14 2017

BY: _____

PORT OF CASCADE LOCKS, an Oregon port district organized under ORS Chapter 777 ("Grantor"), conveys and warrants to THUNDER ISLAND BREWING COMPANY LLC, an Oregon limited liability company ("Grantee"), the following described real property, together with all improvements thereon and appurtenances thereunto belonging, free of encumbrances created or suffered by the Grantor, except as specifically set forth on the attached Exhibit A, which by this reference is hereby incorporated herein as if set forth in full:

Parcels 1 and 2 of Partition Plat 2013-08P, being a portion of the Southwest quarter of Section 12, Township 2 North, Range 7 East of the Willamette Meridian, in the City of Cascade Locks, County of Hood River and State of Oregon,

TOGETHER WITH that certain tract of land located in a portion of Section 12, Township 2 North, Range 7 East, Willamette Meridian, The City of Cascade Locks in Hood River County, Oregon, being more particularly described as follows:

Commencing at a 2" iron pipe monument set in concrete in easterly boundary line of Columbia River Highway at a point 3,664.87 feet West and 1,476.76 feet South of the quarter section corner on the east line of Section 12, Township 2 North, Range 7 East of the Willamette Meridian, and from which an iron pipe at the northwest corner of Block 4 Cascade Locks, bears South 61 °06'45" East a distance of 32.13 feet; thence South 28 °48'47" West a distance of 162.20 feet to a point; thence North 61 °49'40" West measured at right angles to and across said highway a distance of 80.00 feet to an iron pipe driven in the ground in the westerly boundary line of said highway, said iron pipe being the point of beginning of this description. Thence running North 28 ° 52'51" East along said right of way a distance of 44.11 feet of a ¾" iron pipe, being at the most southerly corner of that tract land conveyed to J.A. Merrill et ux, by deed recorded July 14th 1937 in Book 26, page 192 of Hood River County deed records; thence North 60 °46'20" West a distance of 69.61 feet to a 5/8" iron rod, LS 72306; thence South 28 °30'30" East a distance of 82.64 feet to the point of beginning.

EXCEPTING THEREFROM that certain tract of land in a portion of Section 12, Township 2 North, Range 7 East, Willamette Meridian, The City of Cascade Locks in Hood River County, Oregon, being more particularly described as follows.

Commencing at a ½" I.D. iron pipe monumenting the northeast corner of Parcel 1 of Hood River County Partition Plat No. 2013-08P; thence North 28 °30'30" West along the northerly line of said Parcel 1 a distance of 82.64 feet to a 5/8" iron rod, LS 72306, and the point of beginning of the following description. Thence continuing North 28 °30'30" West, along the northerly line of said Parcel 1 a distance of 82.63 feet to a 1 ½" iron pipe, monumenting the most northerly corner of said Parcel 1; thence South 29 °30'47" West along the

EXHIBIT A
TO
SPECIAL WARRANTY DEED

EXCEPTIONS

1. Except as set forth below, Grantee is prohibited from selling or transferring the Property prior to completion of the Property's development and Grantee's receipt of a certificate of occupancy. In the event Grantee attempts to sell or otherwise transfer the Property prior to completion of development and receipt of a certificate of occupancy, title to the Property shall automatically revert back to and be held in the name of the Grantor. The prohibition on Grantee's sale or transfer does not prohibit Grantee from selling or transferring the Property to an affiliate of Grantee, a developer retained by Grantee, or a financier of the development of the Property, if such sale or transfer is necessary to complete the development of the Property on behalf of Grantee.

CITY OF CASCADE LOCKS

Staff Report

November 28, 2017

Application File Number: LU 17- 016

Type of Action Requested: Site Plan Review – Downtown Zone

Code Authority: Site Plan Review 8-6.148
Permitted Uses 8-6.70.020
Design Standards 8-6.070.120

Application certified as complete: November 21, 2017

Action Deadline: March 21, 2018 (120 days)

Approval Criteria: 8-6.148 (Article V)

Applicant(s): Thunder Island Brewing

Location: WaNaPa Street adjacent to old fire hall

Township: T 02N **Range: R 07E** **Section: 12CD** **Tax LotS: #1500/1501**

Zoning: (D) Downtown

Lot Size: 22,750 Sq Ft

Specific Action Requested: Approve a request for a development permit to construct a two-story Restaurant and Brewery comprising approximately a 7500 square foot commercial building which will house a restaurant and a brewery with off-street parking in the rear of the building.

Staff Summary: City staff has reviewed the proposed conceptual development for the entire parcel and have made some design suggestions to accommodate public access and safety. City Staff has also reviewed the specific site development plan with recommendations on some minor changes to meet code requirements of the Downtown Zone. Furthermore, the City Architectural Review Committee has independently reviewed the proposed development to ensure that the proposed design of the building meets or exceeds all design requirements contained in 8-6.070.120 A-P Downtown Zone Design Standards

LAND USE FINDINGS:

CDC Section 8-6.70.010 describes the purpose, objectives and goals of the Downtown Zone

PURPOSE. The City has established that the Downtown zone should support the economic and cultural center of the city. Design standards have been adopted which seek to create an extraordinary place which reflects the historic nature of the city and its unique location in the Columbia River Scenic Recreation Area.

FINDING: This standard is met.

OBJECTIVE. To promote a pedestrian friendly environment with consistent design standards which encourage walking, bicycling and more mixed used diversity in the downtown core.

FINDING: This standard is met.

GOALS. The City has established goals for the downtown zone which seek to create a strong connection between the natural environment and the commercial district. This goal is designed to promote “stronger visual, vehicular and pedestrian links to Marine Park” and the surrounding commercial district and to do it in a way that allows the visitor to experience the natural setting of the City in this unique natural area.

FINDING: This standard is met

CDC Section 8-6.70.020 describes the permitted uses in the Downtown Zone.

F. “Restaurants (excluding fast food with drive through) taverns and lounges” are outright permitted uses.

FINDING: The applicant has proposed a development which is an outright permitted use in the subject zone provided that all design standards are met. This standard is met subject to the design review findings of fact described in the following section.

DOWNTOWN DESIGN STANDARDS REVIEW

1. Height Limitation. The applicant has proposed a development which does not exceed the 35 foot height limitation.
This criteria has been met.
2. Landscaping Requirements. The applicant has proposed a development which exceeds the minimum 5% landscaping requirement for the phase one development.
This criteria has been met
3. Access Requirements. The applicant has applied for a WaNaPa Street access through ODOT which the City has approved which would complete a circular drive access on the former Port property which provides parking at the rear of the proposed building .
This criteria has been met
4. Off-Street Parking. The applicant has provided for off-street parking space behind the proposed development which is in conformance with the City off-street parking requirements (8-6.108) for the Downtown zone. The applicant has provided a square footage analysis which identifies the both the hospitality uses (e.g. restaurant) and the food/beverage production areas (e.g. Brewery). Based on the applicants space analysis the following areas are subject to the following off-street parking areas.
 - Upper Floor Plan
 - Seating area for restaurant = 2670 sq ft = 11 parking spaces required
 - Kitchen area = 763 sq ft = 1 parking space required
 - Lower Floor Plan (manufacturing space)
 - Brewery Space =1266 sq ft = 2 spaces
 - Office/Retail = 585 sq ft = 1 space
 - Flex Space = 1069 sq ft = 1 space
 - Applicant has identified 16 off-street parking spaces as the requirement.

City staff has identified the following approved parking spaces, 12 spaces including the required handicapped parking adjacent to the proposed building. All properties formerly under Port ownership share a common easement to all off-street parking on the subject parcels (copies of this agreement were provided as evidence of this arrangement). City Staff have identified that an

additional five shared spaces currently exist on the adjoining properties which can be counted as part of the off-street parking requirements. Staff has identified a minimum of 15 off-street parking spaces are required under the space analysis and with the twelve new spaces plus the five shared spaces the applicant can provide 17 off-street parking spaces.

This criteria has been met

5. Downtown Zone Design Standards

- a. Proposed development was reviewed and approved of by the City's independent Architectural Review Committee and by this reference is forwarded to the Planning Commission for final consideration.
- b. The proposed design of the building has been reviewed and is considered to meet the minimum standards of the Cascadian Design criteria
- c. Building Materials Selection. The proposed colors and material selections have been reviewed and deemed in compliance with the requirements of the code.
- d. Roof Materials and Pitch. Pitch roofs of a 6:12 slope are required in the Downtown zone except in the following situation. "On larger buildings where peak roofs cannot be used, architectural features shall be used that exhibit a peak roof style with facades, partial roofs and other techniques that meet the intent of these provisions. In buildings without a peak roof, a flat or shed roof shall be used. When flat roof areas are proposed, **a cornice or frieze molding a minimum 12 inches high projecting a minimum of 6 inches from the wall at the top of the wall or parapet shall be provided**" (article III-page 24). The applicant, due to the large amount of equipment which must be affixed to the top of the roof, has taken the alternative approach to a pitched roof by proposing a shed roof with the freize molding as required. Also because decks are part of this development and offer some of the most stunning views in Cascade Locks and exception to the pitched roof requirements appears appropriate and acceptable.
- e. Parking Lots. "For new development, the parking lots shall be located at the rear of all lots." The applicant has proposed a parking lot which complies with this requirement.
- f. Building Facades. The applicant has proposed accents on the front of the building which will complement the molding, entablature and friezes required at the roofline.
- g. Windows. The windows are designed to comply with the requirements of the Downtown zone.
- h. Lighting. All exterior lighting will be shielded downward to meet the code requirements.
- i. Trash and Recycling Storage. The applicant has provided for a screened area to store trash and recycling materials in compliance with the code.
- j. Signage. Applicant has not proposed any signage in violation of the Downtown zone (no free-standing or internally illuminated signs are allowed). All proposed signs must be approved upon completion of the building by the City Administrator.

DECISION:

Based on the findings and conclusions provided herein, staff concludes that this proposal has met the minimum criteria to be eligible for a development permit in the Downtown Zone. The City Planning Commission approves the site plan and request for a development permit, subject to the following conditions of approval.

CONDITIONS OF APPROVAL:

1. A final building permit application shall be submitted to the City for review and approval prior to seeking a building permit approval through Hood River County.
2. The applicant shall not make any modifications to the final design which eliminates any of the required design elements without the specific approval of the City of Cascade Locks as authorized by the City Planning Commission.
3. The applicant shall have two years from the start date of construction to complete all required site improvements and design applications. Should the applicant fail to meet this timeline, then they shall be required to seek additional approvals from the Planning Commission for any reasonable delay due to conditions outside the control of the developer.
4. The applicant shall construct all roof facades in a manner which shields all service equipment placed on the roof and creates a public visual view which appears to resemble a pitched roof in conformance with the intent of the code.
5. The applicant shall ensure that all designated off-street parking is stripped and designed to promote public safety prior to usage in conjunction with the operation of the business.
6. Applicant shall pay all required City fees prior to seeking building permit approval with the City and County.
7. Applicant acknowledges that this approval is only for the project described in this report and does not constitute any additional approvals.

Notice of Public Hearing

Notice is hereby given that the Cascade Locks Planning Commission, at its meeting at 7 PM on December 14, 2017, in the City Council Chambers of the City Hall, 140 SW WaNaPa Street, Cascade Locks, Oregon, will consider the following application:

File Title: LU 17-016 Thunder Island Brewery

Applicant: Thunder Island Brewing Company-Dave Lipps and Caroline Park

Request: Construct a new building for Thunder Island Brewing Company

Location: 2N 07E 12 CD Tax Lots 1500 and 1501
WaNaPa Street

Criteria: Cascade Locks Community Development Code Sections, 8-6.148 Site Plan Review, 8-6.70.120 Downtown Zone, and 8-6.70.020 Permitted Uses.

(SEE MAP ON REVERSE)

PROPERTY OWNERS WITHIN 250 FEET OF THE SUBJECT PROPERTY ARE RECEIVING THIS NOTICE. SPECIAL NOTICE TO MORTGAGEE, LEINHOLDER, VENDOR, OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.

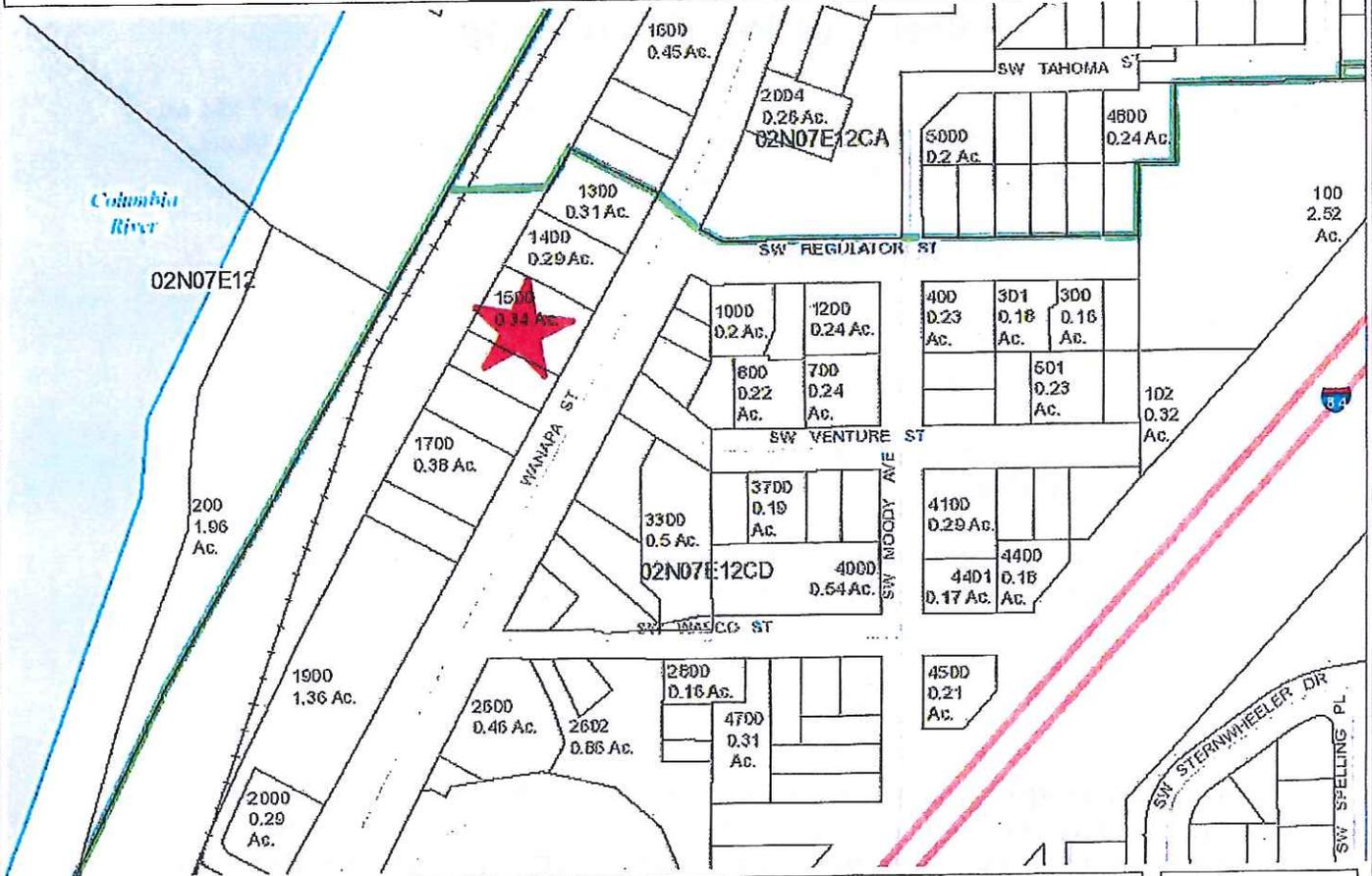
The Public Hearing on this matter will be conducted in accordance with the rules contained in the zoning ordinance adopted by the Cascade Locks City Council, which is available at City Hall.

All interested persons may appear and provide testimony and only those who submit written comments or testify at the hearing shall be entitled to appeal.

Failure of an issue to be raised in the hearing, in person or by letter, or failure to provide sufficient specificity to afford the approval authority an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

At least seven days prior to the Hearing, a copy of the staff report will be available for inspection at no cost, or a copy can be obtained for fifteen cents per page.

For further information, please contact Kathy Woosley at Cascade Locks City Hall, at 374-8484, 140 WaNaPa, Cascade Locks, OR 97014.



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Oregon

Kate Brown, Governor

Department of Transportation

Region 1 Headquarters
123 NW Flanders Street
Portland, Oregon 97209
(503) 731.8200
FAX (503) 731.8259

December 5, 2016

ODOT #7785

ODOT Response

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| Project Name: Thunder Island Brewing (WaNaPa) | Applicant: Thunder Island Brewing Co. by Dave Lipps and Caroline Park |
| Jurisdiction: City of Cascade Locks | Jurisdiction Case #: LU17-016 |
| Site Address: Wa Na Pa | Legal Description: 02N 07E 12CD Tax Lot(s): 01500 & 01501 |
| State Highway: US 30 | Mileposts: 30.63 |

The site of this proposed land use action is adjacent to Wa Na Pa Street (US 30). ODOT has permitting authority for this facility and an interest in ensuring that this proposed land use is compatible with its safe and efficient operation. **Please direct the applicant to the District Contact indicated below to determine permit requirements and obtain application information.**

COMMENTS/FINDINGS

ODOT is in receipt of a Request for Comments and Notice of Hearing for the proposed Thunder Island Brewing Co. restaurant and brewery (Local File No. LU17-016). ODOT has reviewed the submitted materials and proposed site plan prepared by O'Brien and Company, dated November 14, 2017.

Access

Previously, the applicant proposed two accesses: (1) utilizing an existing full movement access, shared with adjacent site, TL01502 and TL01700; and (2) an exit only access (see Pre-Application Materials, dated December 3, 2015).

The current proposal includes two (2) full movement accesses, one shared with TL01502 and TL01700 and one namely serving the Thunder Island Brewing Co. site. These proposed accesses will not meet ODOT access spacing requirement. ODOT recommends that the applicant be required to record a crossover easement to the benefit of TL01400 to facilitate future access consolidation if TL01400 were to redevelop. Further, the applicant must verify or record crossover easements with TL01502 and TL01700. Shared access will improve highway safety by reducing potential conflicts between vehicles and between vehicles and pedestrians and bicyclists at closely spaced driveways and will implement ODOT Access Management Program goals. State Highway Approach Permit from ODOT for access to the state highway for the proposed use is required.

Frontage Improvements

It appears that most of the properties frontage to WaNaPa Street has adequate sidewalk. If the existing sidewalk does not extend the entirety of the property's frontage or meet City TSP/ODOT standards, ODOT recommend that this development install sidewalk to the City and ODOT standard, whichever is greater.

Please note that any work within the ODOT right-of-way must obtain a Miscellaneous Permit. Additionally, private developers and contractors must provide adequate pedestrian routes during construction. A [Temporary Pedestrian Accessible Route \(TPAR\) Plan](#) will be required.

All improvements (access, frontage, roadway etc.) within the State highway right of way are subject to the ODOT Highway Design Manual (HDM) standards; otherwise, a Design Exception by a licensed engineer is required to be submitted for review, and approval must be obtained or an alternative design that meets Highway Design Manual standards must be used. Until more detailed plans have been reviewed, ODOT cannot make a determination whether design elements will require a Design Exception. *Note: If a Design Exception is required, it may take up to 3 months to process.*

All ODOT permits and approvals must reach 100% plans before the District Contact will sign-off on a local jurisdiction building permit, or other necessary requirement prior to construction.

ODOT RECOMMENDED LOCAL CONDITIONS OF APPROVAL

Frontage Improvements and Right of Way

- Curb, sidewalk, cross walk ramp(s) bikeways and road widening shall be constructed as necessary to be consistent with local, ODOT and ADA standards.

Access to the State Highway

- A State Highway Approach Permit from ODOT for access to the state highway for the proposed use is required. Truck turning templates shall be provided as needed to ensure vehicles can enter and exit the approach safely. Site access to the state highway is regulated by OAR 734.51. For application information go to <http://www.oregon.gov/ODOT/Engineering/Pages/Access-Management.aspx>.
Note: It may take 2 to 3 months to process a State Highway Approach Road Permit.
- The applicant shall record cross-over access easements to the adjacent properties with state highway frontage with the County Assessor to facilitate future shared access. Shared access will improve highway safety by reducing potential conflicts between vehicles and between vehicles and pedestrians and bicyclists at closely spaced driveways and will implement ODOT Access Management Program goals.

Permits and Agreements to Work in State Right of Way

- An ODOT Miscellaneous Permit must be obtained for all work in the highway right of way. When the total value of improvements within the ODOT right of way is estimated to be \$100,000 or more, an agreement with ODOT is required to address the transfer of ownership of the improvement to ODOT. An Intergovernmental Agreement (IGA) is required for agreements involving local governments and a Cooperative Improvement Agreement (CIA) is required for private sector agreements. The agreement shall address the work standards that must be followed, maintenance responsibilities, and compliance with ORS 276.071, which includes State of Oregon prevailing wage requirements. *Note: If a CIA is required, it may take up to 6 months to process.*

ADVISORY INFORMATION

Use of State Highway Right of Way:

- Stopping and/or parking vehicles upon State highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited. The applicant must provide adequate on-site circulation for the parking and maneuvering of all vehicles anticipated on-site (ORS 811.346, 811.550, and 811.580).

Signs:

- Private signs are not permitted in the state highway right of way (ORS 377.700-377.840).

Please send a copy of the Staff Report including conditions of approval to:

ODOT Region 1 Planning
Development Review
123 NW Flanders St
Portland, OR 97209

Region1_DEVREV_Applications@odot.state.or.us

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|---|---|
| Development Review Planner: Joshua Brooking | 503.731.3049, joshua.c.brooking@odot.state.or.us |
| Traffic Contact: Avi Tayar, P.E. | 503.731.8221 |
| District Contact: Loretta Kieffer | 503.667.7441 |

