

**OPPOSE PROPOSAL****URBAN DEVELOPMENT PARTNERS & EAST/WEST COLLEGE BUILDING PROPOSAL****SE BELMONT & 43<sup>RD</sup> AVE LU 09-106993 CP ZC**IF YOU WISH TO SPEAK TO CITY COUNCIL, **PRINT** YOUR NAME, ADDRESS, AND EMAIL.

NAME (print)	ADDRESS AND ZIP CODE	Email
✓ Richard Dwyre Richard Dwyre	Po 1420 Sandy OR.	—

**SUPPORT PROPOSAL** URBAN DEVELOPMENT PARTNERS & EAST/WEST COLLEGE BUILDING PROPOSAL  
SE BELMONT & 43<sup>RD</sup> AVE LU 09-106993 CP ZC

IF YOU WISH TO SPEAK TO CITY COUNCIL, **PRINT** YOUR NAME, ADDRESS, AND EMAIL.

NAME (print)	ADDRESS AND ZIP CODE	Email
✓ CLARK HENRY OR JENN BILDERSEE	1120 SW 5TH AVE Rm 1000 PORTLAND OR 97204	clarkh@bes.ci.portland.or.us jbildersee@bes.ci.portland.or.us
✓ JASON KING	24 NW 2ND AVE - SUITE 100 PORTLAND OR 97209	jasank@greenworkspc.com
✓ DAVID KELTNER <sup>Keltner</sup>	2414 SE SALMON ST. PORTLAND, OR 97214	DKELTNER@THAALCHIMMUS.COM

## Neeley Wells

**From:** Armstrong, Tom [tom.armstrong@ci.portland.or.us]  
**Sent:** Wednesday, September 24, 2008 5:02 PM  
**To:** 'Neeley Wells'  
**Subject:** RE: 43rd and Belmont

Neeley -

The only enforceable "agreement" with the City would be embodied in a land use decision as a condition of approval. The only land use decision that I can find related to this property appears to be related to its use as a satellite parking lot with landscape improvements.

LUR 92-00412 Denial of reduced setback and perimeter landscaping for two handicapped parking space on the east side of the building (#5). Approval of a reduced loading space from one to zero (#1), a reduced number of required parking spaces from 59 to 55 (#2), reduce 39 of the proposed 55 parking spaces from standard to compact size (#3), reduce the dimensions of standard spaces #Us 42 and 43 to 9U x 18U (#4), increase the distance from the building to the satellite parking lot to 520 feet and waiving the setback and perimeter landscaping for the 3 parking spaces south of the building on SE 46th Avenue (#7) as per approved site plan, subject to the following conditions: A. Remove the existing curb cuts along 46th Avenue between the building and sidewalk and plant and maintain the entire area (11U x 100U) with at least L3 landscaping as per Chapter 33.248 - Landscaping and Screening, exclusive of the 10U x 10U dumpster area which will be screened as per Chapter 33.130.235 B. - Screening-Commercial Zones. B. Replace and maintain all the required landscaping in the CN2b zone as per Chapter 33.410 - Buffer Zone, this includes the entire north side and the north 70U of the west side of the building. C. Install 3 on-site parking spaces (1 handicapped) and clearly post for one hour visitor parking only as per modified approved site plan. D. Add bicycle racks near the front entrance or within the building that will accommodate 10 bicycles (5 to be under cover). E. The management of the building must operate in conformance with the Transportation and Parking Management Plan, Exhibit H9 including the staff Addendum.. F. The following improvements will be made to the satellite parking lot and will meet the requirements of Chapters 33.248 and 33.266 - Parking and Loading, except where noted specifically: 1. Perimeter landscaping will be installed and maintained with 15 trees with L2 standards on the north and south sides, L1 standard on the west side, and not required on the east property line. 2. Internal landscaping will be provided as per approved site plan with five 2.5-inch caliper, deciduous, wide-spreading trees, such as red maples, elms or red oaks, and four 1.75-inch caliper trees evenly dispersed

The satellite parking lot in the R1 zone is a non-conforming use that was established in 1974 (30+years ago?). The variance below confirms the parking lot use. Subsequently, the Zoning Code was changed to not require a minimum number of parking spaces for sites located less than 500 feet from a transit street with 20-minute peak hour service. SE Belmont Street is classified as a Major Transit Priority Street by the City's Transportation System Plan. According to the Tri-Met website, the #15 Belmont bus line runs along SE Belmont Street and offers better than 20-minute peak hour service. **Therefore, no off-street parking is currently required for the building and use of the satellite parking lot is not required for the building at 4531 SE Belmont Street.**

**VZ 131-74:** a 1974 variance review approving the use of a satellite parking lot 415 feet away from the building (off-site parking was required to be within 300 feet of the building). At this time, the zoning on the satellite parking lot was M3 and the use of the site for parking accessory to the office building was allowed by right. In 1981, the zoning of the site with the satellite parking lot changed to R1 and the use of the site for accessory parking to an Office use became nonconforming.

9/29/2008

Attached is a 2007 letter from the City confirming that the main property at 4531 SE Belmont is free from the parking requirements that required the satellite parking lot. Other than that, the neighbors need to produce such an agreement because it doesn't sound right that the City would encumber a private property with such an agreement.

If you want something more, you should go to the Bureau of Development Services and request a zoning confirmation letter (\$695 fee).

Tom

9/29/2008

## PARKING LEASE

THIS PARKING LEASE (this "Lease") is entered into this 1 day of NOVEMBER 2006, between Unity Church of Portland, [an Oregon nonprofit corporation] ("Landlord"), and East West College Building LLC, an Oregon limited liability company ("Tenant").

## RECITALS

A. Landlord owns a parking lot located on the NE corner of SE 47th and SE Stark Streets across the street from the Unity Church of Portland in the City of Portland, County of Multnomah, State of Oregon and more particularly described on the attached **Exhibit A** (the "Leased Premises").

B. Landlord desires to lease to Tenant the Leased Premises, and Tenant desires to lease the Leased Premises from Landlord, on the terms and conditions set forth in this Lease.

## TERMS AND CONDITIONS

1. **AGREEMENT TO LEASE.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the Leased Premises from Landlord, on the terms and conditions set forth in this Lease.

2. **TERM.** The Initial Term of this Lease shall commence on November 1, 2006, and shall expire, unless sooner terminated pursuant to this Lease, on October 31, 2007. It shall be renewable annually and may be terminated for any reason by either party with thirty (30) days notice.

3. **RENT.**

3.1 **Base Rent.** Tenant shall pay to Landlord as rent for the Leased Premises the sum of \$200 per month.

3.2 **Time and Place of Payment.** Rent shall be paid in advance on or before the tenth day of each month at the address for Landlord set forth in this Lease, or such other address as Landlord may designate in writing to Tenant. Rent is uniformly apportionable day-to-day. Rent for the partial month (if any) in which the Lease term commences or terminates shall be prorated.

4. **USE; CONDITION OF LEASED PREMISES.**

4.1 **Use.** Tenant shall use the Leased Premises for the parking of cars and other passenger vehicles (and for no other purpose without Landlord's prior written consent) during the hours of 8 a.m. to 6 p.m. weekdays and 8 a.m. to noon Saturdays. However, Tenant agrees to hold Landlord harmless for events outside of Landlord's control which preclude the use of the leased premises by Tenant. Landlord agrees that in the event of an activity or event, such as a rental of the church facility, requiring its (Landlord's) use of the leased premises, Tenant will be notified as soon as such occurrence becomes known to Landlord. Spaces are provided

only for the personal vehicles of the school's students, staff and building tenants located at 4531 SE Belmont. No commercial vehicles, such as maintenance, repair, or utility vehicles may be parked on the leased premises. Tenant shall take care not to disturb the labyrinth; vehicles shall not be parked on the labyrinth unless no other spaces are available.

4.2 **Improvement; Maintenance; Damage to Leased Premises.** Tenant shall, at its expense, perform the following maintenance:

- (a) Remove all weeds and keep the parking lot and area-landscaping weed free on an on going basis.
- (b) Install ground cloth to prevent weed growth
- (c) Cover area with adequate large bark chips or other covering meeting the prior approval of the landlord to beautify the planted areas and to hold soil preventing erosion.
- (d) Trim all bushes as needed and remove any dead plant material
- (e) Trim the lower level branches of trees (only) as required; provided, however, that Tenant shall not be required to perform tree trimming requiring major pruning.
- (f) Repair watering and sprinkling systems in the spring of 2007 and check for any possible leaks.
- (g) Seasonally remove all pine needle dropping.
- (h) Generally keep the parking lot cleaned.
- (i) Generally keep the grounds around and in the parking lot area well groomed.

Tenant shall not remove or plant any plant material without Landlord's prior written approval. Tenant shall not make any repairs to the sprinkler system without Landlord's prior written approval.

4.3 **Hazardous Substances.** Tenant shall indemnify, defend and hold Landlord harmless from any claims, losses and expenses arising out of any release or discharge of hazardous substances on the Leased Premises to the extent caused by Tenant. Landlord shall indemnify, defend and hold Tenant harmless from any claims, losses, damages or expenses to the extent arising out of any release or discharge of hazardous substances on the Leased Premises to the extent not caused by Tenant.

4.4 **Condition Upon Termination.** Upon the expiration of the lease term or earlier termination on account of default, Tenant shall surrender the Leased Premises to Landlord as then improved with any damage to the Leased Premises caused by Tenant repaired by Tenant.

5. **INSURANCE.** Before going into possession of the Leased Premises, Tenant shall procure and thereafter during the term of this Lease shall continue to carry, commercial general liability insurance with a combined single limit of not less than \$1,000,000. Such insurance shall name Landlord as an additional insured. Tenant shall indemnify, defend and hold Landlord harmless from any claims, losses, damages or expenses, including attorneys' fees, to the extent arising from the injury, death or property damage to invitees or users of the Leased Premises.

6. **DEFAULT.**

6.1 **Events of Default.** The following shall be events of default: (a) Failure of Tenant to pay any rent under this Lease within 10 days after written notice from Landlord that it is past due, or (b) Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity, provided that if such default is such that it cannot be remedied fully within the 30 day period, it shall not be an event of default if Tenant begins correction of the default within the 30 day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

6.2 **Remedies on Default.** Upon and during the continuance of an event of default, Landlord may terminate this Lease by written notice to Tenant and reenter and retake possession of the Leased Premises. In the event of such termination, Landlord may recover as damages for such event of default an amount equal to all unpaid rent as of the date of termination plus reasonable attorneys' fees incurred by Landlord on account of the event of default plus damages for the remaining lease term equal to the difference between the rent specified in this Lease and the fair market rental value (for the use permitted in Section 4.1) of the Leased Premises for the remainder of the then unexpired term, but not including any automatic extensions thereof.

7. **CONDEMNATION.** If the entire Leased Premises is condemned, or if a portion of the Leased Premises is taken that causes the Leased Premises or remainder thereof to be unsuited to the use permitted under this Lease, then this Lease shall terminate as of the date upon which possession of the Leased Premises, or portion thereof, is taken by the condemning authority. Otherwise, rent shall be abated during the period of restoration and shall be reduced for the remainder of the lease term to the extent and in the same proportion as the reduction in the reasonable rental value of the Leased Premises for Tenant's use caused by the condemnation. All condemnation awards shall belong to Landlord, except for any award specifically made to Tenant for moving expenses.

8. **MISCELLANEOUS PROVISIONS.**

8.1 **Notices.** All communications, notices and consents provided for herein shall be in writing and be given in person or by means of facsimile (with request for assurance of receipt in a manner typical with respect to communications of that type) or by mail, and shall become effective (x) on delivery if given in person, (y) upon electric confirmation of delivery if sent by facsimile, or (z) two (2) business days after being deposited in the United States mails, with proper postage and documentation. as first-class registered or certified mail, return receipt requested, prepaid. Notice shall be addressed as follows:

**Landlord:**

Unity Church of Portland  
4525 S.E. Stark Street  
Portland, OR 97215  
Telephone: 503-234-7441  
Facsimile: 503-234-7443  
unityportland@qwest.net

**Tenant:**

East West College Building LLC  
4531 SE Belmont  
Portland, OR 97215  
Telephone: 503-233-6500  
Facsimile: 503-233-4392  
JASON@EASTWESTCOLLEGE.COM

Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

8.2 **Complete Agreement; Modifications.** This Lease constitutes the complete and final agreement of the parties with respect to the matters covered by this Lease, and supersedes and replaces all prior written and oral agreements. This Lease may not be modified except by endorsement in writing attached to this Lease and signed by the parties.

8.3 **Landlord's Consent.** Whenever Landlord's consent or approval is required under this Lease, except as otherwise expressly provided in this Lease, such consent or approval shall not be unreasonably withheld or delayed.

8.4 **Attorneys' Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Lease or to rescind this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on appeal and on any petition for review, and in any proceeding in bankruptcy, in addition to all other sums provided by law.

**LANDLORD:**

Unity Church of Portland,  
[an Oregon nonprofit corporation]

By:

Name:

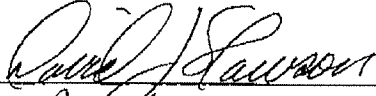
Its:

Judy Hollingsworth  
Judy Hollingsworth  
Administrator, Unity Church of Portland



**TENANT:**

**East West College Building LLC.**  
an Oregon limited liability company

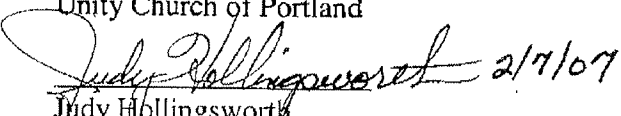
By:   
Name: DAVID J. STAWSON  
Its: President/Director

## Addendum to Unity Church of Portland Parking Lease

The following is hereby incorporated into the Parking Lease entered into the 1<sup>st</sup> day of November, 2006 between Unity Church of Portland, an Oregon nonprofit corporation ("Landlord") located at 4525 S.E. Stark Street, Portland, Oregon 97215 and East West College Building LLC, an Oregon Limited Liability Company ("Tenant"), located at 4531 S.E. Belmont Street, Portland, Oregon, 97215.

1. **TERM.** The Initial Term of this Lease commenced on November 1<sup>st</sup>, 2006 and shall expire, unless sooner terminated pursuant to this Lease, on October 31, 2007. "Tenant shall have the option, at its sole discretion, to renew this lease annually with 60 days written notice to "Landlord" prior to the expiration of the lease. This option to renew shall be granted to "Tenant" for 9 additional consecutive years. Base Rent shall be increased 3.00% per year over the previous years Base Rent for each annual renewal period.

Unity Church of Portland

 2/7/07  
Judy Hollingsworth

Administrator

February 7, 2007

East West College Building LLC

 2/7/07  
David J. Slawson

Managing Director

February 7, 2007

## **38th and Division UDP Development Case Study**

Compiled by Charles Kingsley  
May 4, 2009

### **Overview**

This is the summary of a Case Study undertaken to learn from the Urban Development Partners (UDP) project at 38th and Division. The study was meant to identify some of the key issues and possibilities of this project and see how we can enhance this and other projects in the future.

Participants in this study included several representatives from the following stakeholder groups: Richmond Neighborhood Association, Division Clinton Business Association, UDP team, surrounding neighbors, and the Division Vision Coalition. There were four questions that were asked. The first two questions looked at what people liked about this project and process. The second two questions looked at what people see as other possibilities for this and future projects. This study did not include a specific question about what people didn't like about the project. The goal of this study was to move beyond criticisms to what people would prefer or imagine for the future. This study does not include every idea by every participant but tries to summarize the essence of the ideas people raised,

The conclusion looks at some of the key themes and issues that emerged from this study and some possible ways forward. This study is not attempting to be a complete picture, so while imperfect, it is hopefully informative and helpful.

### **1. What have you liked or appreciated about the UDP project?**

#### **Design**

- \* Break in the Division Street frontage and creating more than one building
- \* The building materials vocabulary which relates to both to surrounding homes and mixed use building, like the one on northwest side of 37th and Division
- \* Creating a plaza and sense of outdoor place for seating and gathering
- \* Having open space and not filling out entire site with new development
- \* Using local independent architect who has been involved in interesting and successful buildings like Yoga Shala and Burnside Rocket/Noble Rot

#### **Transit oriented development**

- \* Building mixed use on Transit Street, this project will help reduce auto use and increase pedestrian, bike and mass transit travel with both Division and 39th transit access
- \* More density will provide more customers who can walk and not drive to local businesses
- \* Developers passion for high quality in-fill and transit oriented development
- \* More rental options is good on this part of Division and add diversity, both economic and cultural, in residents to predominantly single-family residents
- \* Provide more up to date commercial space favored by many prospective tenants with large store front windows at grade that is directly adjacent to sidewalk foot traffic
- \* Four story building on Main Street is preferable to increased suburban housing, not

least because of lower auto use and miles driven

- \* The absence of parking, more likely to attract car-free households and encourage mass transit and more affordable rents and less space dedicated to cars

#### **Green building**

- \* This projects innovation will be to fit in well as an added new personality to the street
- \* Retention and reuse of the old house on the site and step down in height this provides
- \* Less parking means hopefully less cars and driving which is good for environment
- \* Green space and public plaza and not filling the entire site
- \* Developers interest in exploring ways to make the project as green as possible within budget limitations

### **2. What have you liked about the process, both UDP and stakeholder roles?**

#### **UDP**

- \* Willingness to engage with the community in the early stages and even as part of UDP values and mission makes them a refreshing anomaly amongst developers
- \* Responding to list of concerns from neighbors and making changes including trying to address parking issues
- \* Having Neeley as community liaison sincerely trying to find common ground
- \* Clarity about what was and wasn't negotiable in the project
- \* Maintaining civil dialogue and valuing input from community
- \* Learning from stakeholder input and working to refine the project for the better
- \* UDP long term owner commitment and desire to maintain long-lasting relationship with the community

#### **Stakeholder**

- \* Neighbors time and energy and engagement and constructive dialogue with developers
- \* RNA provided a shell of a prescribed conversation with developers and neighborhood
- \* Task forces to address Aesthetics, Traffic Flow and Safety, and Landscaping
- \* Callie and Holly helping organize neighbors and sharing design ideas from other areas
- \* Thoughtful engagement on project aesthetics and privacy
- \* Opportunity to get to know and work with fellow neighbors and form new relationships

### **3. What may be possible for UDP and future projects?**

#### **Notification**

- \* Improved notification process with early outreach and better distribution of flyers and invitation to meetings and broader radius of notification, possible city policy change?
- \* Good information sharing between city, developer and neighborhood about what is possible and what zoning requires and helping neighbors with expectations

#### **Engagement and Communication**

- \* Having a neutral or independent facilitator to balance all the different and at times competing interests through the planning process
- \* Timely conversations and process that balances developer and neighborhood needs and build trust over time to have deeper conversations about more difficult topics including a design charrette upfront for community to define what important and what would enhance neighborhood with the upcoming project (New Villages a good example)
- \* Building stronger connections between the developer and local businesses/association
- \* Continual learning process so we can all continue to improve projects and process

## **Design**

- \* Developments that are inline with Richmond Neighborhood Plan and 'retain or enhance existing neighborhood character'. Consideration given to how the size of a project relates to what is around it
- \* Developments that talk about developers aesthetic preferences and target market and show a willingness to work harder to relate to architectural styles and heights and ties into Division plan of contrast of scale and compatibility with existing neighborhood character
- \* More open community spaces and mixed use development
- \* More NW aesthetic and less glass/metal box structures (good examples Vindalho, Oscar Albert, and Por Que No bldgs), more earth tones and more interesting and divergent articulation in building, even A-frame design features

## **Parking and Density on Main Streets**

- \* More enlightened approach and discussion of tradeoffs to parking challenges with any new development before parking decisions made. Would residents accept greater lot coverage if in return there was parking provided and less congestion on surrounding streets?
- \* Greater alignment with Richmond Neighborhood Plan where it encourages 'retaining existing parking' and 'adding additional parking to meet specific parking needs' and to 'reduce negative impact of auto traffic in residential and business areas.'
- \* With the City encouraging more density along all of main streets, should we consider a bit more density between the higher density nodes to take some pressure off nodes
- \* Division has suffered from sporadic urban design since we never had a streetcar, so more of UDP type developments in the nodes will help fill these gaps with more coherent sense of street enclosure, density, mass transit orientation and local business vitality
- \* Developers creating incentives for tenants commitment not to drive like lower rent for people without cars, provide bus passes or covenant against more than one car per unit

## **4. What may be possible for stakeholder groups contributions to future projects?**

### **Individual projects**

- \* RNA could develop a new development engagement process so developers, neighbors and businesses know what the process will be and how to engage and that clarifies information, meetings, settings, resources, design preference discussions
- \* A process to learn from each development about ways to improve each stakeholder contributions including RNA outreach
- \* Conversation within the neighborhood about tradeoffs of city versus neighborhood goals on main street, mass transit versus parking needs, how zoning on Division may affect attracting more families to neighborhood
- \* UDP and developers who want to contribute to improving the quality of life beyond the confines of their property line. Like helping in neighborhoods they develop by playing active role with neighborhood in community planning, clean ups, schools, community

safety and business association projects which all are part of the Healthy Community aspects of the Division plan

- \* That RNA will be able to support these kinds of developments and engagement process in the future
- \* That RNA can encourage developers engaging with the community as soon as possible project planning and help provide facilitation like Resolutions Northwest when issues may become contentious
- \* Consideration of the relevance of Richmond Neighborhood Plan in looking at new developments

#### **City wide planning**

- \* Working with the city to revisit parking requirements on Main Streets
- \* Learning from best practices in other cities and learn from others experience as well
- \* Evolving land use processes so developer/community interaction is more timely, fulfilling and less divisive including notification process refinement

#### **Conclusion and Themes**

Here are some possible opportunities the study responses suggest for further attention to improve or enhance goals, process, projects and zoning moving forward:

**Notification and Engagement** - working with the city and associations to improve both.

This could include the Neighborhood Association developing a clear process and schedule of meetings for any new development on Division, offering clarity to both the developer and the neighborhood about the process and notification. And to explore ways to create more creative and generative processes with new developments

**Parking desirability on Main Streets** - exploring in more depth with ourselves and the city parking requirements and visions for the future in neighborhood oriented Main Streets

**Design and relationship to surroundings** - ways to encourage better relationships with surroundings in new developments and still supporting uniqueness and character

**Role of in-fill development** - more conversations about the role and tradeoffs of in-fill development and other options to consider, like non-nodal in-fill on Division. This could include conversations with City staff to learn more about the zoning of Division and the goals that are trying to be achieved by the city on Main Streets and possible refinements of these goals and zoning as our neighborhood evolves

**Sense of Place** - projects that creatively bring together economy, environment and community/social equity. Continued exploration with new developments and the neighborhood about how they can each be cultivating stronger neighborhood places

If you have questions or comments or would like to have a presentation of this study to a group you are part of, please contact Charles Kingsley at [chazkingsley@hotmail.com](mailto:chazkingsley@hotmail.com).



8-12-09

Case file # LU9-106993

CPZC (SE Belmont St. at 43<sup>rd</sup> Ave.)

RE: Comment on proposed zone change

To The Council:

My concern about the proposed zone change is that it will increase the potential use density. This could be a problem if the final use (which is not stated) causes parking spillover into the adjacent neighborhoods. If the final use has adequate on site parking for all potential residents, workers and patrons, then I have no problem with the proposed change.

Bruce PFAENDER

503-777-2156

*Bruce Pfaender*

RECEIVED

2009 AUG 12 P 1:24

GARY BLACKMER, AUDITOR  
CITY OF PORTLAND, OR

BY \_\_\_\_\_

Case file # LU9-106993  
CPZC (SE Belmont St. at 43<sup>rd</sup> Ave)

City Council Clerk  
1221 SW Fourth Ave  
Room 140  
Port



#1143



URBAN DEVELOPMENT PARTNERS

August 11, 2009

Commissioner Randy Leonard  
City Hall  
1221 SW 4th Avenue  
Portland, OR 97204

*(Delivered to  
All Council)*

Dear Commissioner Leonard,

On Wednesday, August 12th, Urban Development Partners (UDP) will appear before the City Council seeking an amendment to the Comprehensive Plan and Zoning Map. UDP is seeking to convert the zoning from R1 to CM on three adjacent sites at southeast Belmont Street at 43rd Avenue.

I am providing you with a small packet of information today so that you, or your staff, might have an opportunity to peruse the papers prior to the hearing. The packet includes a pamphlet that we posted at the site in order to provide neighbors access to our company, our official response to concerns voiced by a neighboring property owner during the Land Use Hearing in May 2009, two letters of support from Sunnyside neighborhood residents, a letter of neutrality from the Sunnyside Neighborhood Association, and a letter of support from the Belmont Area Business Association. Also included is a list of neighborhood and community contacts made during the summer and fall of 2009 in preparation for this application.

UDP is excited to have the opportunity to present this application to you tomorrow. We met with Sara Petrocine in the fall, and look forward to further interactions with your office and with the Bureau of Development Services. I would like to add that the application required complex interactions with members of that bureau and the personnel, particularly Mary King, were exceptionally helpful.

I look forward to seeing you tomorrow and answering any questions you may have.

Sincerely yours,

*Neeley Wells*

Neeley Wells  
Urban Development Partners  
Neighborhood and Community Liaison

*Hand delivered  
by Neeley Wells  
to Council  
8-11-09*

UD+P NW, LP  
136 NE 28TH AVE  
PORTLAND, OREGON 97232  
TEL 503-946-3265  
FAX 503-961-1698  
WWW.UDPLP.COM



## OUR VALUES

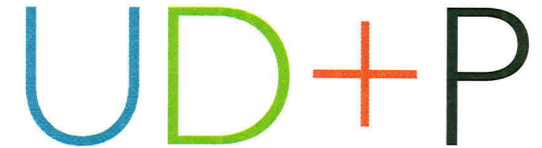
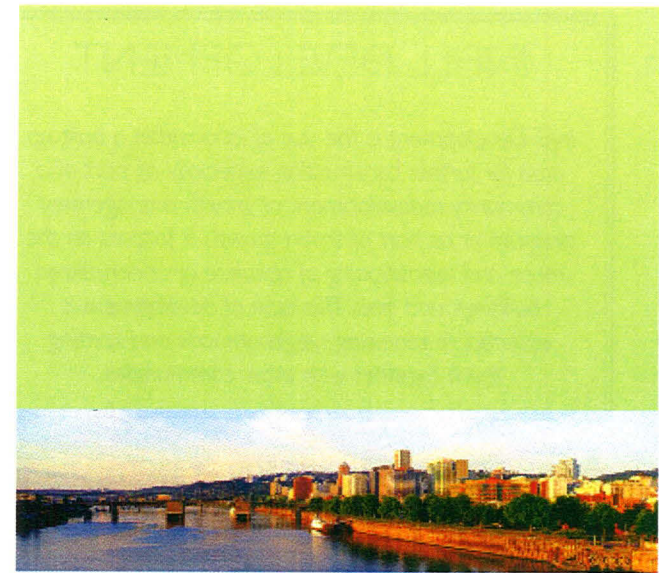
For Urban Development Partners, a great real estate project is one that benefits communities, tenants, homeowners, our investors, and the environment. We are committed to operating our business with the following values in mind:

- Preservation of valuable artifacts/buildings and redevelopment of underutilized property.
- Adaptive re-use and other sustainable building practices, transit-oriented locations, and land-use economy.
- Artfully designed developments offered at a competitive price point.
- Commitment to having satisfied tenants and a content community.
- Ethical, transparent business practices and unparalleled customer service.
- Management standards that serve everyone's needs with economic agreements that will always be honored.
- A company that will last, with a long-term vision of 20 to 30 years and a commitment to making a positive, lasting impact on the future for all stakeholders.



136 NE 28th Avenue  
Portland, OR 97232

We're Excited to Tell You About Our Project at 43 + BELMONT



URBAN  
DEVELOPMENT  
PARTNERS NW, LP  
43 + BELMONT





## INFILL DEVELOPMENT

*Infill Development is the use of land within a built-up area for further construction, especially as part of a community redevelopment or growth management program or as part of smart growth. It focuses on the reuse and repositioning of obsolete or underutilized buildings and sites. This type of development is essential to renewing neighborhoods and knitting them together with other communities.*

A few points outlining the reasons UD+P is passionate about Infill Development:

### Community

- Increases access to neighborhoods and transit-oriented businesses
- Furthers the goal of Sunnyside Neighborhood Plan for mixed-use buildings on main streets
- Provides apartment housing opportunities in Southeast Portland
- Our investment is long-term because we build apartments rather than condos

### Environmental

- Allows for the clean-up of a 30-year-old contamination
- Creates opportunities for eco-roof and other green building practices
- Eradicates an unsightly and unhealthy vacant lot
- Connects to the Tabor to the River Project (within one block)
- Energy efficiencies built into project (Energy Trust, potential LEED certification)

### Economic

- Jobs creation for building/landscaping design, construction, and long-term retail (this project will inject upwards of \$4M into the Portland economy)
- Increases availability of medium density housing in the inner city
- Strengthens the viability of an existing main street within the urban core
- Adds to permit and development dollars paid to the city - which in turn buys services for citizens

## THE FACE OF UDP



### ERIC CRESS - Principal

moved to Portland in early 2006. He enjoys Portland's family-friendly atmosphere and progressive ideals.

Eric currently lives with his wife Gina and their three children in the Sunnyside neighborhood of Southeast Portland. At UD+P Eric is responsible for locating new projects, financing, and project management.



### AVI BEN-ZAKEN - Principal

lives with his five girls, lovely wife, and family dog in the Laurelhurst neighborhood.

Avi and his family moved to Portland in early 2006. He is a principal of UD+P and is involved with acquisitions, construction management, and property management.



### NEELEY WELLS

was born and raised in Portland and attend Cleveland High School. She has lived in Southeast Portland most of her life. She currently resides in Mt. Tabor with her husband and their ten-year-old daughter, who has attended Sunnyside Environmental School since 2004. Neeley has led research for UD+P in their search for community-oriented projects.



### PETRIA BLACK

knew she was meant to live in Portland the moment she stepped off the plane while visiting a few years ago. She and her family relocated here soon after. Petria is a Project Coordinator at UD+P.

## HOW TO GET IN TOUCH

PHONE (503)946-3265

EMAIL [Neeley@udplp.com](mailto:Neeley@udplp.com)

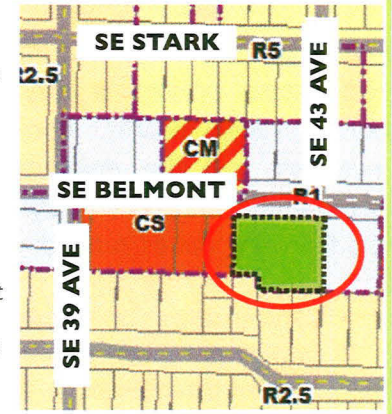
WEBSITE [www.udplp.com](http://www.udplp.com)

YOUR FEEDBACK <http://udplp.com/comments/>

## THE LOT AT 43 + BELMONT



UD+P is seeking a Comprehensive Plan Amendment to change the designation of three tax lots within the city of Portland from Medium Density Residential Multi-Dwelling Residential 1,000 to Urban Commercial. Concurrent with this proposal is the request to alter the accompanying zoning from R1 to CM



### Intent to Build

There is not a specific project being proposed in conjunction with this application for re-designation and re-zoning because the requests within this amendment must be resolved before architectural plans can be commissioned. However, UD+P does intend to build a vibrant, mixed-use building on the site:

- Primary floor with neighborhood-oriented retail and services;
- Three floors of apartments perched atop the retail;
- Conceptual plans are being considered for an eco-roof and other stormwater facilities;
- Emphasis will be on pedestrian, bicycle, and public transportation access.

### Project Partners

#### GreenWorks

- Mike Faha, Principal Landscape Architect
  - Jason King, Associate Landscape Architect
- [www.greenworkspc.com](http://www.greenworkspc.com)

#### Evergreen Environmental Management

- David Samples, Registered Geologist

LU 09-106993

May 19, 2009

Applicant response to statement made at Type III Land Use Hearing on May 6, 2009.

Background: One person who owns, but does not reside in, a residence near the site testified as to his concern about parking in front of his property at 4305 SE Yamhill St. and about traffic.

Response:

1. PBOT has indicated that they do not anticipate that potential retail users or eventual residential tenants of a future mixed-use building on the subject site will choose to park along Yamhill between 42nd and 43rd. Access to the future building will be taken from SE Belmont, only. With possible on-site parking provided in association with the future building, and ample on-street parking along SE Belmont, as determined by our traffic consultant and supported by PBOT staff, it is unlikely that anyone associated with the future building will have a need to park along SE Yamhill.

Kelly Engineers was commissioned to complete a Traffic Investigation Study. That study is included in the original application and indicates that there was parking available for at least 15 vehicles within 200 feet of the site during the entire study period.

Also, the study indicated that the intersection of SE 43rd Street and SE Belmont Street is operating at LOS "C" or better. Extrapolated data shows the same intersection operating at LOS "D" or better in the year 2028, with or without the zone change. The same study indicates that the intersection of SE 39th Street and SE Belmont Street will operate at LOS "C" or better in the year 2028, with or without the zone change. The TIS indicates approximately 62 additional trips per day generated by the proposed zone change. With all of the above data, the study concluded that no additional travel management strategies will be needed.

2. Belmont St is classified as a Neighborhood Collector, Major Transit Priority Street, City Walkway, Major Emergency Response Street, and a Local Service Street for all other transportation modes. Thus, Belmont has tremendous opportunities for multi-modal transportation—especially pedestrian, bicycle, and public transportation.
3. Residential tenants of the eventual development will be targeted to use multi-modal transportation rather than single-occupancy autos. The developer is exploring such methods as easy bicycle storage and access, Zip Car permits, Tri-Met pass subsidies, and rent reduction for not owning a vehicle. These methods are still being explored. Regardless, the nature of a mixed-use building on a Major Transit Priority Street will help bring in tenants with a high priority for public transit. Also, the WalkScore\* rating for this site, even without the neighborhood-serving retail is 92, out of 100.

\*Walk Score helps people find walkable places to live. Walk Score calculates the walkability of an address by locating nearby stores, restaurants, schools, parks, etc. Walk Score measures how easy it is to live a car-lite lifestyle—not how pretty the area is for walking.

Commissioners,

This zoning modification addresses a derelict lot located on the commercial and cultural backbone of the Sunnyside neighborhood, Belmont Avenue. I am a long time resident of this neighborhood and am pleased to have the opportunity to speak in support of this zoning modification.

I consider myself fortunate to live in a city that has realized it's better to get denser than it is to sprawl outward. As Portland continues to grow, it is important that we continue to develop our neighborhoods to allow for denser urban living organized around our primary commercial streets.

The healthiest, most active parts of Belmont occur where dense multifamily housing is mixed with pedestrian scale commercial development. This mix provides my family with shops, grocery stores and restaurants within easy walking distance of our home and produces the small scale pedestrian identity that makes Sunnyside such a great place to live.

Modification to the zoning of this lot extends the vitality and health of this primary commercial street to more people in the neighborhood, gets more people out of their cars and onto the sidewalks, and continues to grow Portland in an enlightened way.

Thank you.

David Keltner

**Elizabeth Azar & Robert Service**

615 SE 46<sup>th</sup> Avenue  
Portland, OR  
97215

August 10, 2009

To Whom it May Concern:

We are writing to express our strong support for the building project proposed by UD+P for the site at SE 43<sup>rd</sup> and Belmont as well as the proposed zoning change it needs to move forward. We live a few blocks away and would be delighted to see a well-planned, mix-use building go in what is now a dirty, eye-sore of a vacant lot. We not only believe in filling in un-used property, but we strongly support mixed-use buildings as a way to build community and encourage people to seek services within their own neighborhoods rather than driving to other parts of the city.

We know and respect the work that UD+P does and believe that the company is well-positioned to build a quality building that will enhance our neighborhood. Our end of Belmont needs more commercial businesses and, after talking with a UD+P representative, we're confident that the company is willing and able to do the extra leg-work it will take to attract the kinds of businesses we and our neighbors will use.

Sincerely,

Beth Azar and Bob Service



# Weston Investment Co. LLC

A Real Estate Holding Company

## Administrative Office

2154 N.E. Broadway, Suite 200 · Portland, Oregon 97232-1590

Mailing Address: P.O. Box 12127 · Portland, Oregon 97212-0127

Phone 503-284-9005 Fax 503-284-5458

April 15, 2009

Neeley Wells  
Urban Development Partners  
PO Box 14761  
Portland, OR 97293-4761

Dear Mr. Wells;

I am in receipt of the public notice by the City of Portland, their land use file # 09-106993 (copy enclosed), of which Urban Development Partners is named as the applicant.

Weston Investment Co., LLC owns the parking lot to the immediate east of the subject property, and that lot is used for parking by the tenants at Tabor Square office building located at 4610 SE Belmont St., Portland, Oregon.

The Tabor Square building and the building owned by East/West College building across the street from Tabor Square have a shared parking reciprocal easement dated May 27, 1988, as recorded June 2, 1988, Book 2109, pages 308-318 (copy enclosed).

Mr. David J. Slawson last year requested that the joint easement be terminated, and we responded in my letter of May 8, 2008, (copy enclosed) as to a possible action that we may be amenable to.

I do not object to your request for a zone change, but felt that you should be aware of some of the history as it relates to the lot being used in connection with the lot Weston Investment Co., LLC owns.

Yours truly,  
Weston Investment Co. LLC



Joseph E. Weston

Enclosures

CC: Keith R. Vernon  
David J. Slawson

JW/ji

# Weston Investment Co. LLC

A Real Estate Holding Company

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## Administrative Office

2154 N.E. Broadway, Suite 200 · Portland, Oregon 97232-1590  
Mailing Address: P.O. Box 12127 · Portland, Oregon 97212-0127  
Phone 503-284-9005 Fax 503-284-5458

July 23, 2009

Mr. David J. Slawson  
East/West College Building, LLC  
525 NE Oregon Street, #200  
Portland, OR 97232

RE: City of Portland  
Comprehensive plan map amendment  
LU-9-106993 CP ZC

Tabor Square  
4610 SE Belmont Street  
Portland, Oregon  
#C-6685, #285

To Whom It May Concern:

Weston Investment Co. LLC as the owner of the property immediately east of your property at SE 43<sup>rd</sup> and Belmont, have received notice of a zone change on your property.

Weston Investment Co. LLC does not object to the zone change requested, but again want to call to your attention the fact of the private deed restriction of the shared parking reciprocal easement between the two properties dated May 27, 1988, recorded June 2, 1988, book 2109, page 308-318, and this easement will still be valid and must be honored even after you have obtained the subject zone change.

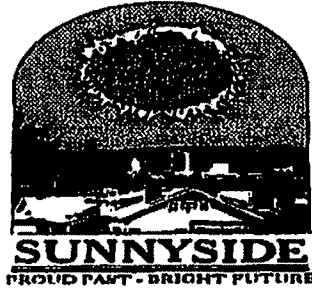
Yours truly,

Weston Investment Co. LLC

Joseph E. Weston

CC: Keith Vernon, Senior Vice President, Weston Investment Co. LLC  
Neeley Wells, Urban Development Partners, P.O. Box 14761, Portland, Oregon 97293-4761  
City of Portland, Bureau of Development Services, Attn: Nan Stark, Land Use Service,  
1900 NW 4<sup>th</sup> Avenue, Suite 5000, Portland, Oregon 97201





September 23, 2008

Bureau of Developmental Services  
Land Use Services Division  
City of Portland  
1900 S.W. Fourth Avenue, Suite 5000  
Portland, Oregon 97201

RE: Proposed Development at S.E. 43rd and Belmont

To Whom it May Concern:

The Sunnyside Neighborhood Association Board on September 18, 2008, voted to remain neutral on the proposed development requiring a zone change by Urban Development Partners NW, LP, at S.E. 43rd and Belmont at this time.

The Board voted to remain neutral to the proposed zone change from residential to mixed use for several reasons that help to mitigate potential negative impacts. First the developers plan neighborhood orientated businesses for the commercial part of their development. Second, the residential part of the development will promote diversity of residents by the planned mix of studio, one bedroom, and two bedroom apartments. Third, the developers are local residents. Fourth, the developer's track record is impressive.

However, no plans have been shown to the neighborhood association, so we must reserve final comment. Please don't hesitate to call if you have questions.

Sincerely,

Paul Loney  
Sunnyside Neighborhood Association Vice President  
Land Use and Transportation Committee Chair  
c/o 3430 S.E. Belmont, Ste. 101  
Portland, Oregon 97214

## **BELMONT AREA BUSINESS ASSOCIATION (BABA)**

Don Porth, President (503-823-3615)  
c/o SE Uplift Belmont Area Business Association  
3534 SE Main Street - Portland OR 97214



November 12, 2008

Bureau of Developmental Services  
Land Use Services Division  
City of Portland  
1900 SW Fourth Avenue, Suite 5000  
Portland, Oregon 97201

Re.: Proposed zoning change for tax lots at 43<sup>rd</sup> & SE Belmont

The Belmont Area Business Association (BABA) on October 14<sup>th</sup>, 2008, unanimously voted to support the proposal by Urban Development Partners (UDP) to change three tax lots on Belmont at 43<sup>rd</sup> from R1 to CS or CM.

Upon hearing a presentation from UDP about their company and their hopes for this site, the board expressed positive expectations for the proposed plans and appreciation for the early communication.

We expect this zoning change to create an environment in which this site can finally be developed into a building which will serve the neighborhood and add to the strength of businesses in southeast Portland.

Please contact me if you have any questions.

Sincerely,

Don Porth, President  
Belmont Area Business Association  
503-823-3615

**Subject:** 43rd and Belmont  
**From:** "Neeley Wells" <neeley@udplp.com>  
**Date:** Fri, 1 May 2009 10:04:49 -0700  
**To:** <pslapoint@msn.com>, <nstark@ci.portland.or.us>

Dear Peggy and Eric,

I received your email from the Land Use Planner and am happy for the opportunity to be in touch.

Our company, Urban Development Partners, is excited to be able to clean up the brownfield on the southeast corner of the vacant property and then to go about the work of creating a great building for the neighborhood. We plan a mixed-use building, which indicates retail and services on the first floor and apartments on three stories above that. The building has not been planned or designed so there are no specifics to illustrate for you.

I can tell you that we build infill buildings within inner southeast Portland and that we always seek sites which are transit and pedestrian oriented. We will have commercial tenants which serve the neighborhood (such as coffee shop or neighborhood bistro), as opposed to primarily drawing cross town traffic (for instance, a Big Box retailer). Also, we will work with GreenWorks, a preeminent Portland Landscape Architecture company, and Energy Trust, to design a building with as many sustainability and energy efficient practices as possible. We view these practices as integral to our work rather than "add-ons".

I know this is vague. That is the nature of having to work through the zoning change rather than starting with the building. I live within a mile of this site and am invested in the long-term health of this community. Please feel free to ask if you have more specific questions or if you have an idea as to what you would like to see occur.

Take care,

Neeley Wells  
Neighborhood and Community Liaison

neeley wells | urban development partners  
c: 503.819.0958 | o: 503.946.3265 | f: 503.961.1698  
[neeley@udplp.com](mailto:neeley@udplp.com) | [www.udplp.com](http://www.udplp.com)

## Neighbor Communications:

September 2008

I knocked at the door of each property abutting the lots in question. Initially, I left a brochure at each door. On the second round, I either handed out the large presentation folder, or left it at the door.

- 4267 SE Yamhill
  - 9/23 left pamphlet
  - 9/29 left large folder
- 4305 SE Yamhill
  - 9/23 left pamphlet
  - 9/23 received phone call from owner. She does not believe that the lot is buildable based on an agreement with the City that her family has referred to for 30 years. (See Tom Armstrong's note on that.)
  - 9/26 stopped by. No response.
- 4315 SE Yamhill
  - 9/23 left pamphlet
  - 9/26 stopped by. No response.
  - 9/29 stopped by and spoke with Tiffany Renshaw and Ben Hein.
    - They are passing the large folder to Tanya (?) next door at 4305.
    - Their concerns: they would like bamboo and/or trees for fencing.
    - The land facing Belmont is 4-5' higher than theirs.
    - They have problems with current lot: illegal activity and garbage. Have had contact with the police.
    - I indicated that fencing would be a part of any future development.
    - I asked for a letter of support. Tiffany and Ben thought about it and thought that it might not bring any benefit to them.
  - 1/28/09 Ben contacted me by email for an update, which I provided.
- 4325 SE Yamhill
  - 9/23 left pamphlet
  - 9/23 received phone call from owner.
    - Philip Hurlic-- "No objections to anybody doing anything positive." Doesn't want anything negative for his kids. His concern is that he has 2 dogs and doesn't want to be harassed about them barking.
    - I asked him for a letter of support and he said he was giving it to me on the phone. That I could quote him.
- 4331 SE Yamhill (known to be a rental house)
  - 9/23 left pamphlet
  - 9/25 delivered large folder to land owner.

4253 SE Yamhill

- 9/29 spoke to tenant and left pamphlet for owner
  - Tenant showed me the backyard. Was really nice. Said that he supported anything that improved the lots and decreased illegal activity. Stated that he supposed the landlord would feel the same (She owns both units and uses the east unit as her "town" house.)
- 10/13 received phone call from Karen Kelly.
  - She inquired as to how tall the building would be.
  - Nature and hours of businesses
  - She stated, "Doesn't matter to me if it is R1 or CS."
  - Asked that we consider solar glare into her yard.
  - Was concerned about events that are regular (my notes aren't very helpful there.)

• 4244 SE Yamhill

- *Nan received an email from the homeowners inquiring about the plans for the development. Nan passed it to me and I responded directly to the neighbors (with cc to Nan). A copy is attached to these notes.*

I stopped asking about letters of support. It didn't feel natural with the neighbors.

04/13/09      Posted info-tube on public notice sign  
04/16/09      Added comment page to website