

# Development Services

## From Concept to Construction

Phone: 503-823-7300 Email: [bds@portlandoregon.gov](mailto:bds@portlandoregon.gov) 1900 SW 4th Ave, Portland, OR 97201

More Contact Info (<http://www.portlandoregon.gov/bds/article/519984>)



### APPEAL SUMMARY

**Status:** Decision Rendered

**Appeal ID:** 14927

**Project Address:** 600 NW Hoyt St

**Hearing Date:** 4/12/17

**Appellant Name:** Erkki Ojala

**Case No.:** B-017

**Appellant Phone:** 503-863-2408

**Appeal Type:** Building

**Plans Examiner/Inspector:** Maureen McCafferty, Joe Thornton

**Project Type:** commercial

**Stories:** 9 **Occupancy:** B **Construction Type:** I-B

**Building/Business Name:** Multnomah County Health Department

**Fire Sprinklers:** Yes - Throughout building per NFPA 13

**Appeal Involves:** Erection of a new structure

**LUR or Permit Application No.:** 16-227322-01-CO

**Plan Submitted Option:** pdf [File 1] [File 2] [File 3] [File 4]

**Proposed use:** Office Building

### APPEAL INFORMATION SHEET

#### Appeal item 1

**Code Section** 705.8.1 of the 2014 OSSC

#### Requires

Regulation Requirement:

705.8.1 Allowable area of openings. "The maximum area of unprotected and protected openings permitted in an exterior wall in any story of a building shall not exceed the percentages specified in Table 705.8." Per the table, the allowable area of openings in an exterior wall with zero to less than 3 feet of fire separation distance is "Not Permitted".

#### Proposed Design

Proposed Design:

Building description - The proposed Multnomah County Health Department Headquarters (MCHD) project is a high-rise Type 1B building with an automatic sprinkler system in accordance with Section 903.3.1.1. The proposed project is 9 stories, with 8 levels of primarily B-occupancy office above a ground floor that includes primarily B and S-1 occupancies. The new building will be immediately adjacent to an existing building to the west. Please see attached site plan exhibit plan and life safety building sections (Appeal Exhibit A).

Existing Building description - The existing adjacent building - Bud Clark Commons (BCC) - is a type 1B fully sprinklered structure with primarily residential occupancy. Bud Clark Commons has a podium at the basement and ground floor built to the existing shared lot line that includes a rooftop courtyard on the north end and loading and mechanical on the south end. The upper level residential tower is set back from the existing shared lot line approximately 38.0 feet – it includes unprotected fixed and operable openings less than 30% per story. There is a Level 2 entry vestibule at the BCC courtyard that is set back from the existing shared lot line approximately 26

feet 3 inches, it includes unprotected fixed openings more than 75% of the exterior wall area. The courtyard space includes paving and concrete landscape planters that is built over a 1-hour rated concrete roof assembly. An existing 3-hour concrete wall that extends more than 30" above the existing BCC podium roof extends the full length of the shared lot line. Please see attached site plan and life safety building sections (Appeal Exhibit A).

Separation approach - The new building will include a non-bearing, concrete masonry unit wall at Level 1 that is 1-hour rated per Table 602. This wall extends more than 30" above the 1-hour rated roof of the existing building. No openings are proposed less than 30" above the adjacent roof surface. The non-bearing upper level exterior wall will be 1-hour rated per Table 602 with non-combustible exterior wall coverings. Openings within the portion of the exterior wall that are within 15 feet vertically of the adjacent existing roof will be protected as outlined in Section 705.8.6.2. Protection of these openings is achieved by a water curtain of closely spaced automatic sprinklers at the interior side only per the exception listed in Section 705.8.2. Please see attached elevation and section exhibits for locations of protected openings.

There is a pending legal agreement ("No-Build Easement") between the adjacent building owner and the owner of the MCHD building to introduce a new assumed lot line above the ground floor courtyard roof of BCC. This new assumed lot line establishes the required fire separation distance will be 10'-0" to the west of the existing property line, except the portion opposite the Level 2 BCC Entry Vestibule that is 5'-3" west of existing property line. Please see the attached life safety site plan (Appeal Exhibit A-1) and the draft legal agreement exhibit (Appeal Exhibit G).

The proposed MCHD Building is no closer than 4" east of the existing property line. This creates a minimum 10'-4" fire separation distance to the new assumed lot line, except that portion opposite the Level 2 BCC Entry Vestibule which will create a minimum of 5'-7" fire separation distance to the new assumed lot line. The westerly exterior wall of the MCHD building will be a minimum 1-hour rated to meet the requirements of Table 602. Openings at Level 3 and above in the new building are greater than 15 feet vertically above the adjacent building roof. The proposed design will not exceed the requirements of Table 705.8 limiting the allowable area of openings per story. As proposed, openings per story do not exceed 16%, less than the 45% allowed per Table 705.8 for those conditions that are 10'-0" to less than 15'-0" fire separation distance. Additionally, in the area opposite the Level 2 BCC Entry Vestibule, the proposed openings per story do not exceed 24%, less than the 25% allowed per Table 705.8 for unprotected, sprinklered conditions that are 5'-0" to less than 10'-0" fire separation distance.

All but one opening on Level 2 in the new building are less than 15 feet vertically above the adjacent building roof requiring most openings to be protected and one to be unprotected. Mixed openings at this level meet the limits outlined in section 705.8.4. For protection of the openings at Level 2 please refer to separate Appeal ID 14585, Item #2 (granted as proposed) for means of providing protection as outlined in Section 705.8.6.2.

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**Reason for alternative** Reason for Alternate:

The project is proposing to construct the new building adjacent to an existing stepped building. The project site is relatively tight in the east-west direction, and the need to fit elevators, stairs, mechanical shafts, restrooms, and other core elements along the west edge of the building, while allowing for maximized open, flexible office space in the majority of the building floor area has created pressure to maximize the western extent of the structure. Also, the project has been through review and approval with the Design Commission (LU 16-207483 DZM), and encouraged throughout the design review process to be a "good neighbor" and to provide window openings on the west elevation. The west-facing windows provide daylight and views for the occupants of the new building.

A legal agreement is being implemented between both property owners (“No-Build Easement”) that will create a new assumed lot line. Fire separation distance between the proposed MCHD westerly exterior wall and the existing BCC building have more than adequate separation to allow the proposed openings per story and meet the requirements of Table 705.8. The new assumed lot line limits future construction on the BCC site to be no closer than 10’-0” west from the existing property line, except a small zone that is reduced to 5’-3” west from the existing property line . This will result in a minimum fire separation distance of 10’-4” between most of the MCHD building and a small zone that will be reduced to a minimum fire separation distance of 5’-7” opposite the Level 2 BCC Entry Vestibule. As such, this results in adequate separation to allow unprotected openings for Levels 3 and above, as well as protected and unprotected openings at level 2 for the westerly wall of the MCHD building as limited per Table 705.8 and Section 705.8.4 respectively.

We feel that the proposed design will protect against fire spread from either side of the shared lot line and that the fire separation distance in relation to the west elevation of the MCHD building and the existing conditions of the BCC building adequately meets the requirements of Table 705.8 for protection of both buildings. Therefore, the design is respectfully requesting approval of this proposed alternate design in accordance with Section 104.11 of the OSSC.

Please see the attached exhibit drawings A-1 through A-6 (proposed MCHD building design), exhibit G (No-Build Easement), exhibits H-1 through H-3 (existing Bud Clark Commons drawings) for additional information.

**Appeal item 2**

**Code Section** 1509.2.3 of the 2014 OSSC

**Requires** Regulation Requirement:  
 1509.2.3 Use Limitation. Penthouses shall not be used for purposes other than the shelter of mechanical or electrical equipment, tanks, or vertical shaft openings in the roof assembly.

**Proposed Design** Proposed Design: (Describe the alternate methods or materials of construction to be used or that exist. Be as specific as possible)

The proposed Multnomah County Health Department Headquarters (MCHD) project is a high-rise Type 1B building with an automatic sprinkler system in accordance with Section 903.3.1.1. The proposed project is 9 occupied stories, with 8 levels of primarily B-occupancy office and outpatient clinic space above a ground floor level that includes primarily B and S-1 occupancies and a non-occupied 10th level mechanical penthouse.

We propose that a toilet room be located within the non-occupied 10th level mechanical penthouse space as an ancillary or accessory function. Access to this 10th level is restricted to maintenance personnel only via Stair 2 and an adjacent Elevator 4. Additionally, a roof hatch with access to Stair 1 is provided at the south end of the rooftop as another means of firefighter access.

Please see the attached exhibit drawing A for additional information.

**Reason for alternative** Reason for Alternate: (Describe why the alternate is required and how it will provide equivalent health, accessibility, structural capacity, energy conservation, life safety or fire protection to what the code requires).

Multnomah County Health Department Headquarters (MCHD) is building a new 9-story Health Department Headquarters building, to house both administrative and outpatient clinical functions. The 10th level penthouse floor contains mechanical equipment that serves the building. The

proposed toilet room in the Penthouse will be restricted for its use by maintenance personnel only, whom will be working on the mechanical systems. This will provide convenient access to a toilet without disturbing the other functions of the building and allow maintenance personnel to clean themselves after finishing their work. It is important to keep the other functions of the building, especially the outpatient clinic spaces clean.

We propose that the accessory function of the toilet room located within the 10th level mechanical penthouse does not create an occupied floor, does not affect the means of egress sizing for Stair 1, does not require one additional fire service access elevator per code section 403.6.1, and meets the intent of use limitations defined in code section 1509.2.3.

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## APPEAL DECISION

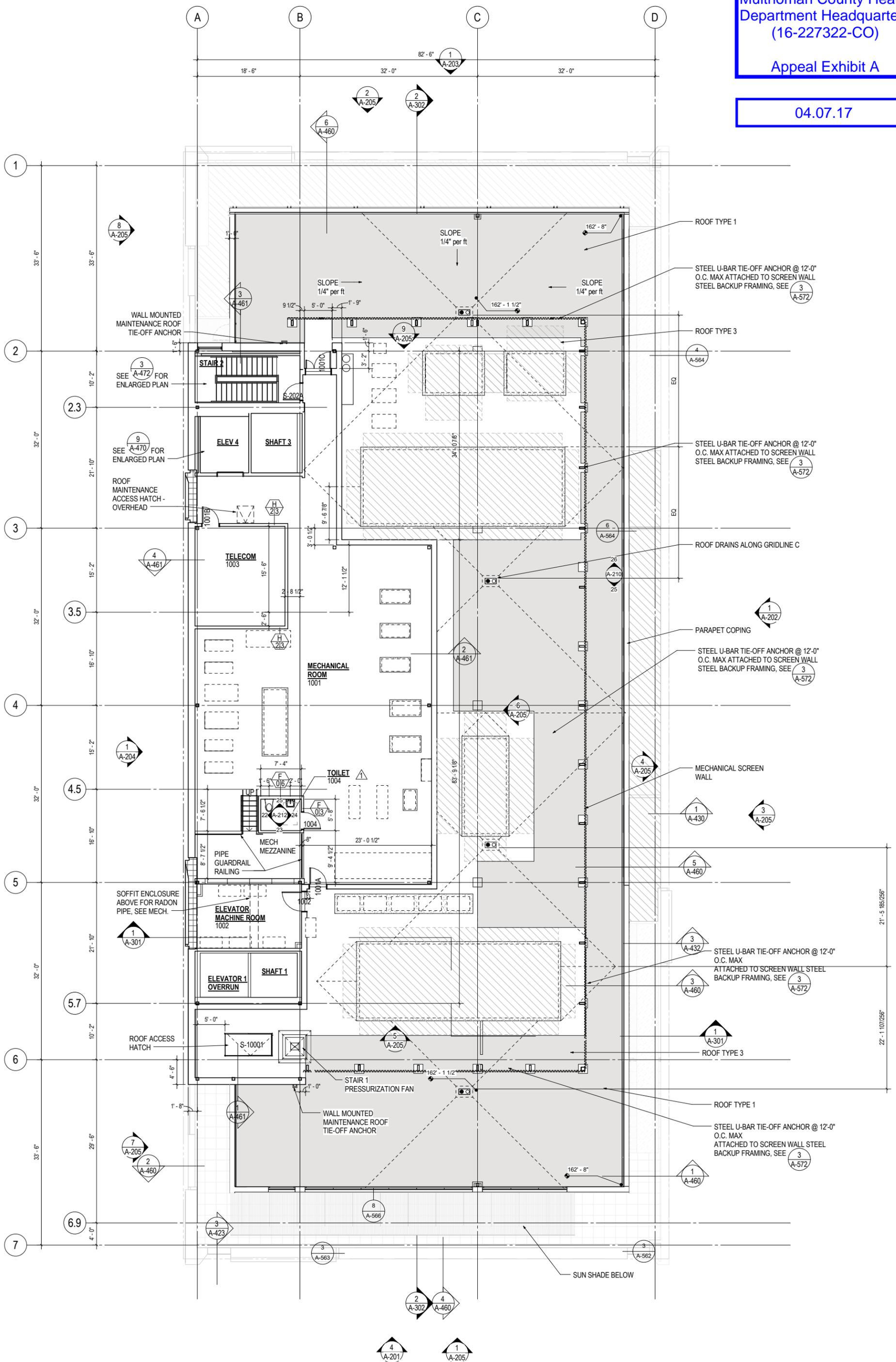
### **1. Allowable area of openings at Entry Vestibule: Granted as proposed.**

**A no-build easement will establish the implied property line. The easement must be reviewed and approved by BDS prior to recording. Appellant may contact Nancy Thorington (503-823-7023) for assistance.**

### **2. One toilet room in mechaical penthouse with controlled access and restricted to maintenance personnel: Granted as proposed.**

The Administrative Appeal Board finds that the information submitted by the appellant demonstrates that the approved modifications or alternate methods are consistent with the intent of the code; do not lessen health, safety, accessibility, life, fire safety or structural requirements; and that special conditions unique to this project make strict application of those code sections impractical.

Pursuant to City Code Chapter 24.10, you may appeal this decision to the Building Code Board of Appeal within 180 calendar days of the date this decision is published. For information on the appeals process and costs, including forms, appeal fee, payment methods and fee waivers, go to [www.portlandoregon.gov/bds/appealsinfo](http://www.portlandoregon.gov/bds/appealsinfo), call (503) 823-7300 or come in to the Development Services Center.

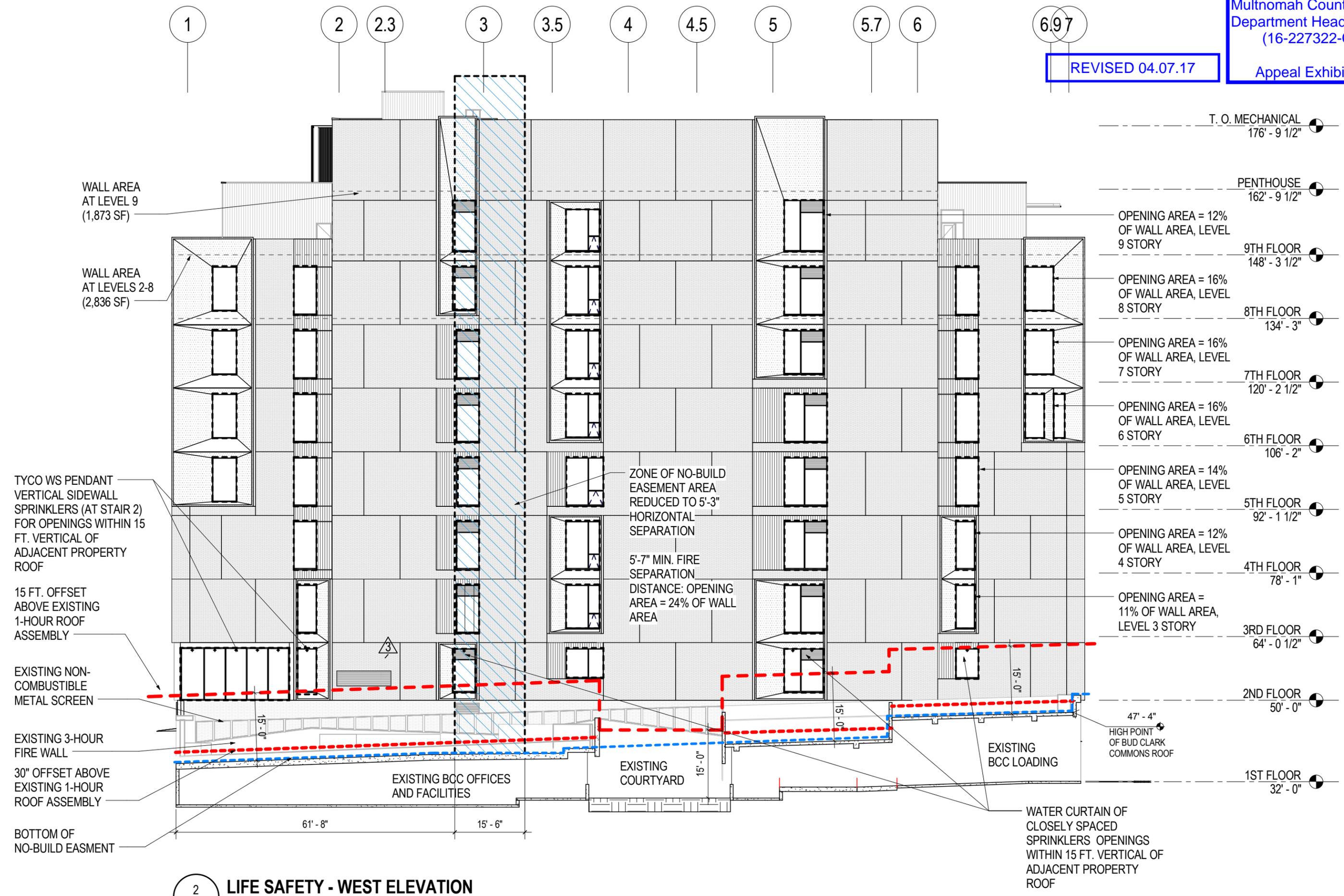


PLAN, TENTH FLOOR PENTHOUSE



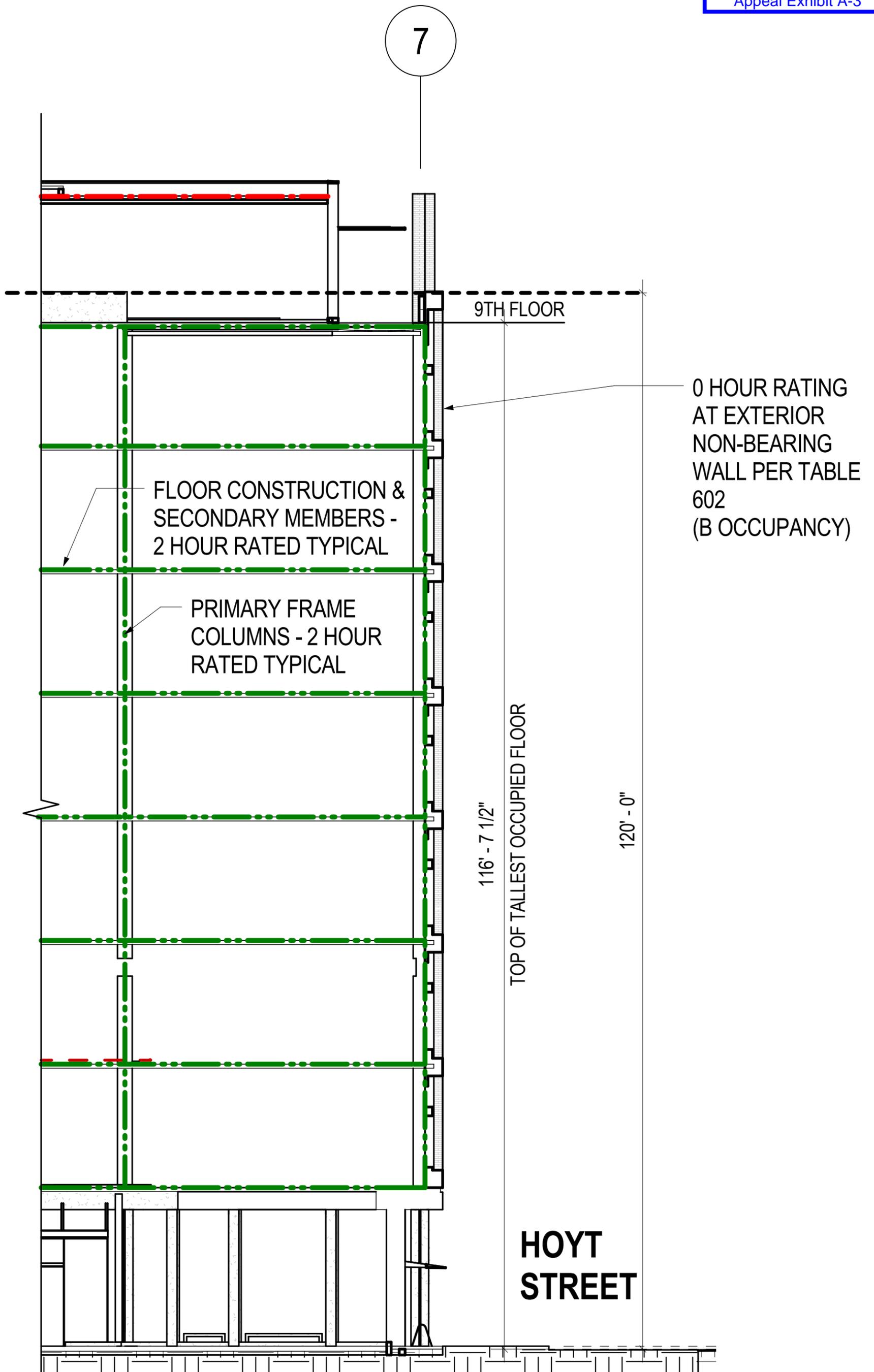
REVISED 04.07.17

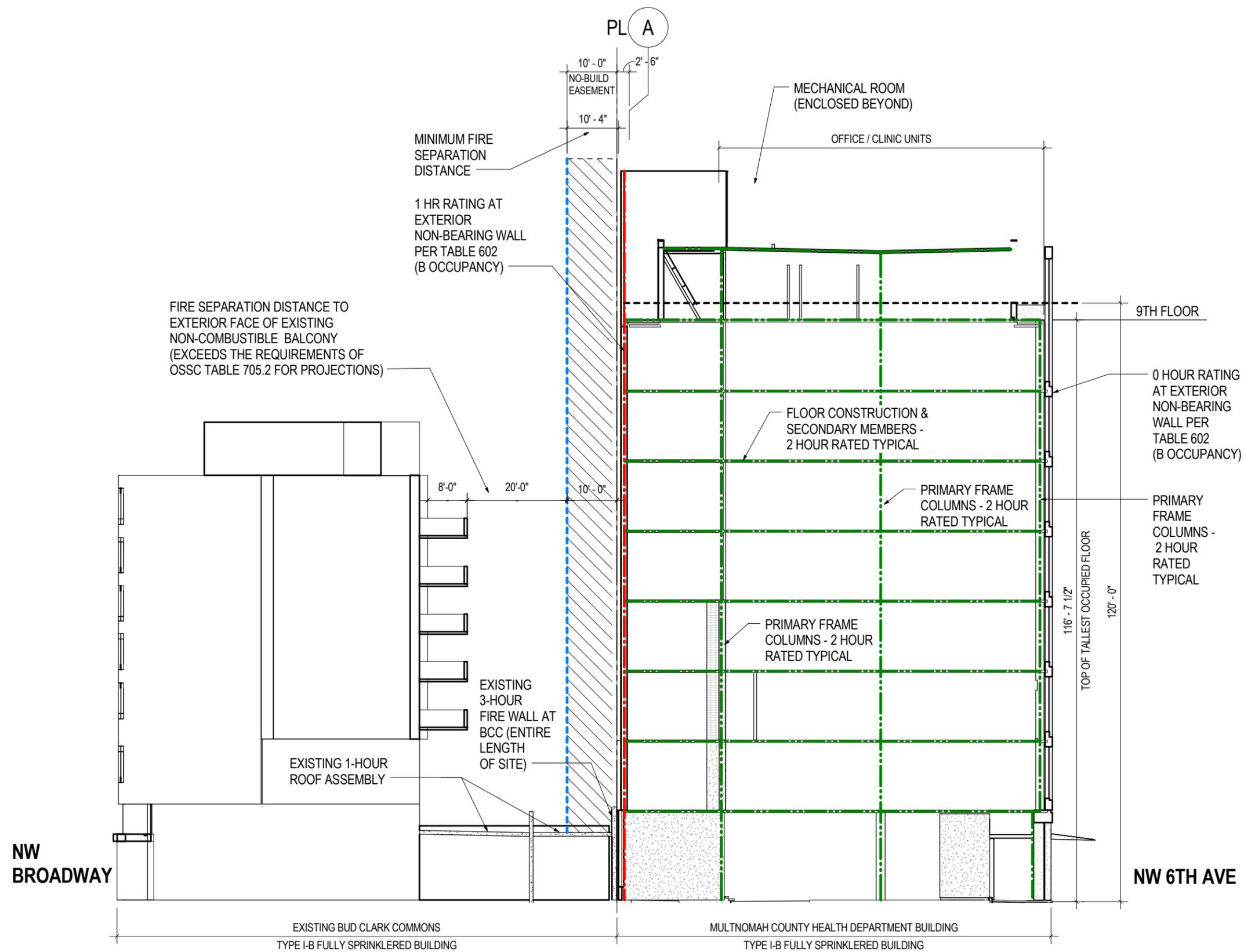
Appeal Exhibit A-2

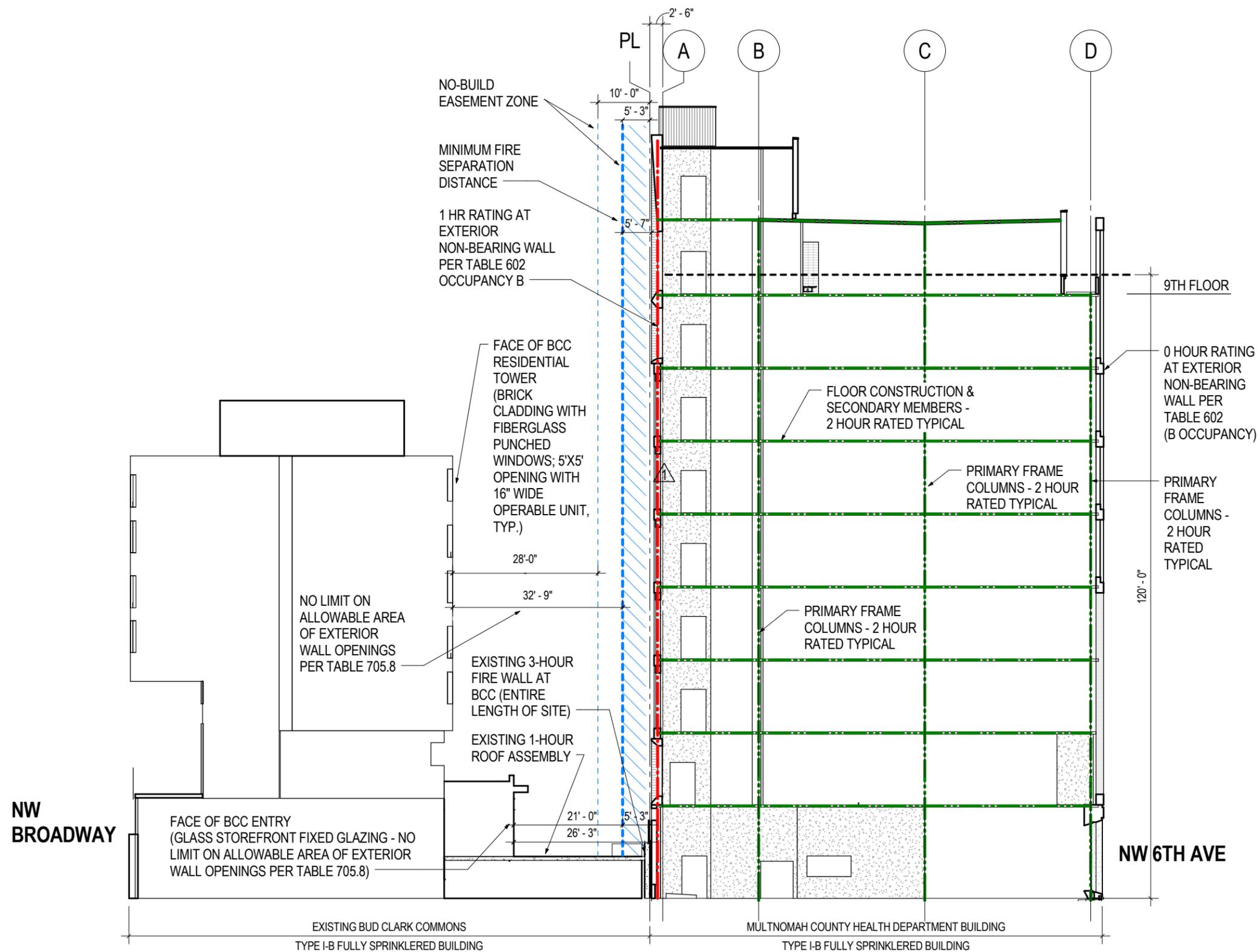


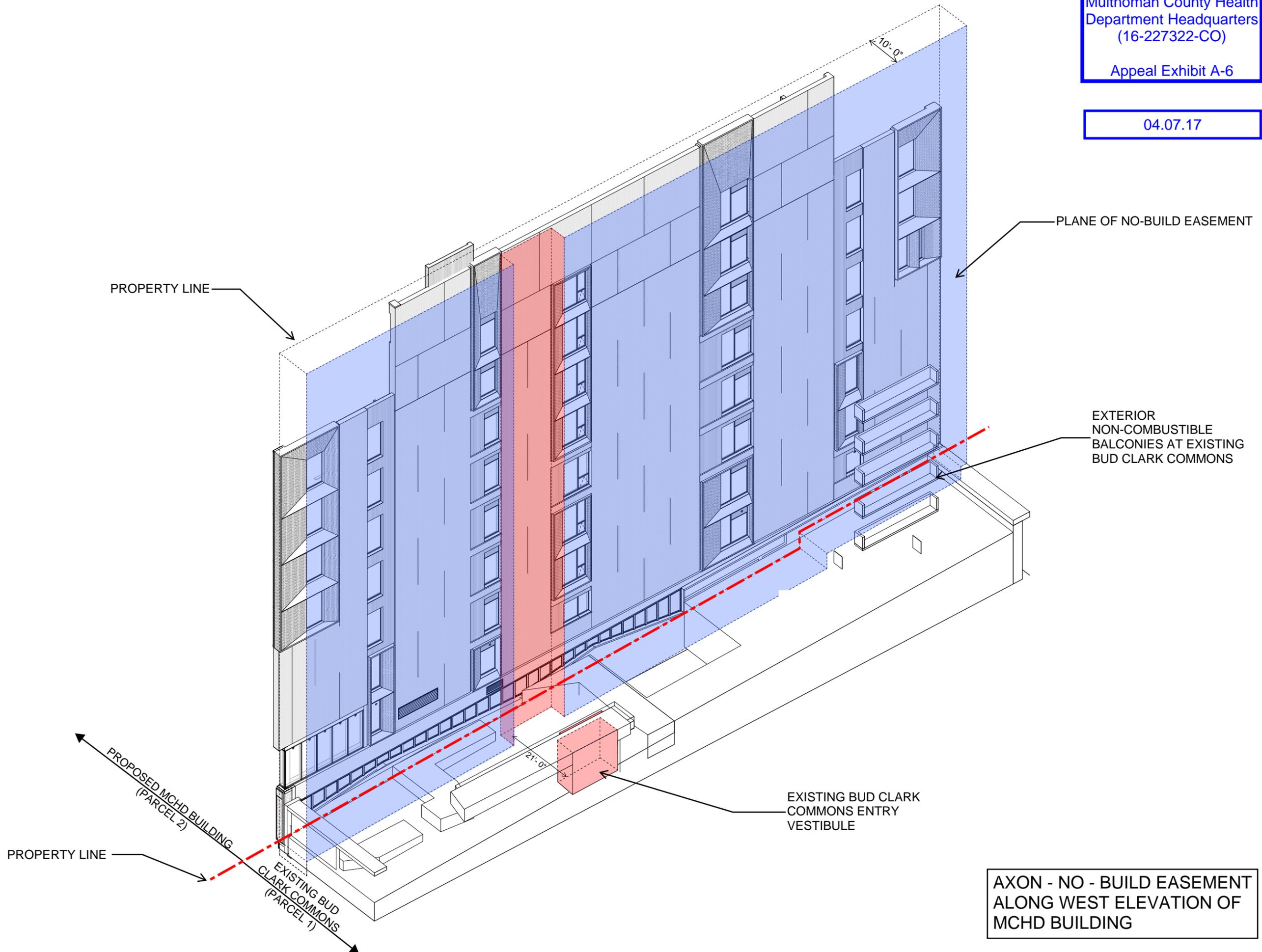
2 LIFE SAFETY - WEST ELEVATION  
G-004 1/16" = 1'-0"

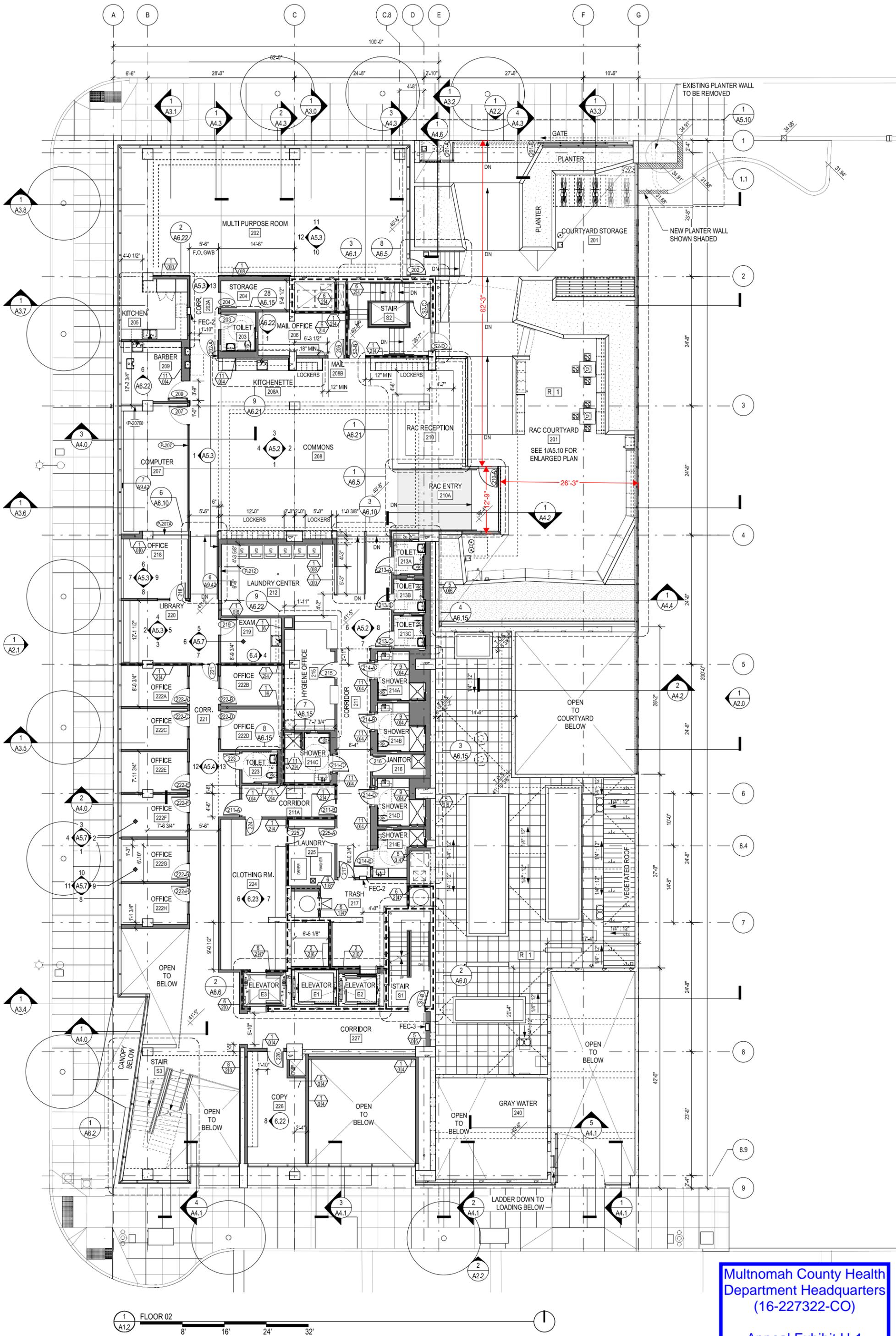
NW BOARDWAY











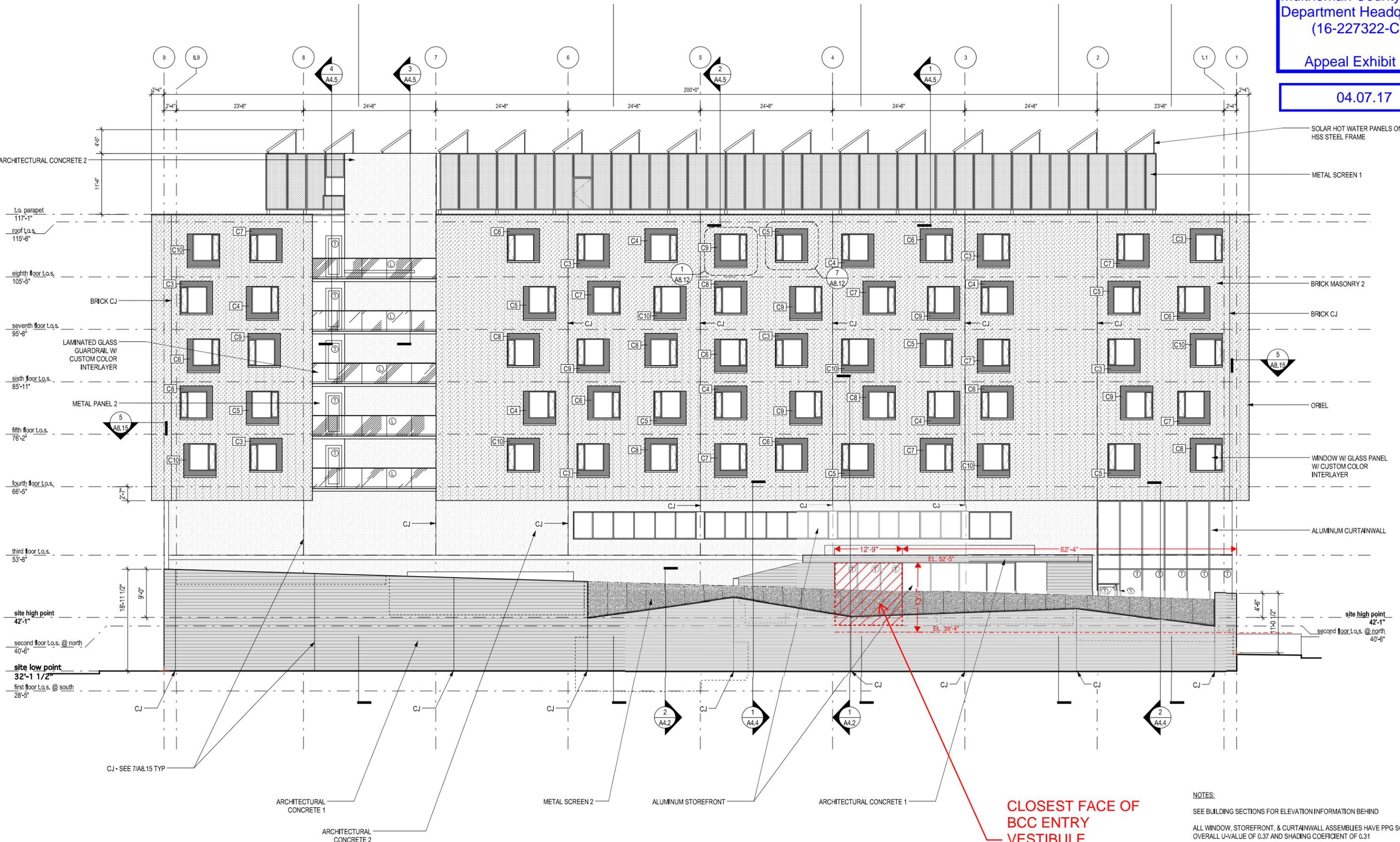
1 A1.2 FLOOR 02  
8' 16' 24' 32'

**FLOOR PLAN - BUD CLARK COMMONS**

Multnomah County Health  
Department Headquarters  
(16-227322-CO)

Appeal Exhibit H-1

04.07.17



SOLAR HOT WATER PANELS ON HSS STEEL FRAME

METAL SCREEN 1

BRICK MASONRY 2

BRICK CJ

ORIEL

WINDOW W/ GLASS PANEL W/ CUSTOM COLOR INTERLAYER

ALUMINUM CURTAINWALL

site high point 42'-1"  
second floor to.s. @ north 40'-6"

site low point 32'-1 1/2"  
first floor to.s. @ south 28'-5"

NOTES:  
SEE BUILDING SECTIONS FOR ELEVATION INFORMATION BEHIND  
ALL WINDOW, STOREFRONT, & CURTAINWALL ASSEMBLIES HAVE PPG SOLARBAN 70XL WITH OVERALL U-VALUE OF 0.37 AND SHADING COEFFICIENT OF 0.31

**EAST ELEVATION - BUD CLARK COMMONS**

**CLOSEST FACE OF  
BCC ENTRY  
VESTIBULE  
RELATIVE TO  
PROPERTY LINE**

CJ - SEE 7/A8.15 TYP

ARCHITECTURAL CONCRETE 1

ARCHITECTURAL CONCRETE 2

METAL SCREEN 2

ALUMINUM STOREFRONT

ARCHITECTURAL CONCRETE 1



HAP  
HOUSING AUTHORITY OF PORTLAND



**Transition Projects Inc.**  
REGISTERED ARCHITECT  
PORTLAND, OREGON  
STATE OF OREGON

**RESOURCE ACCESS CENTER DEVELOPMENT**

NW Broadway & Hoyt  
Portland, Oregon

**PERMIT SET WITH CITY COMMENTS FOR BID 08.26.2009**

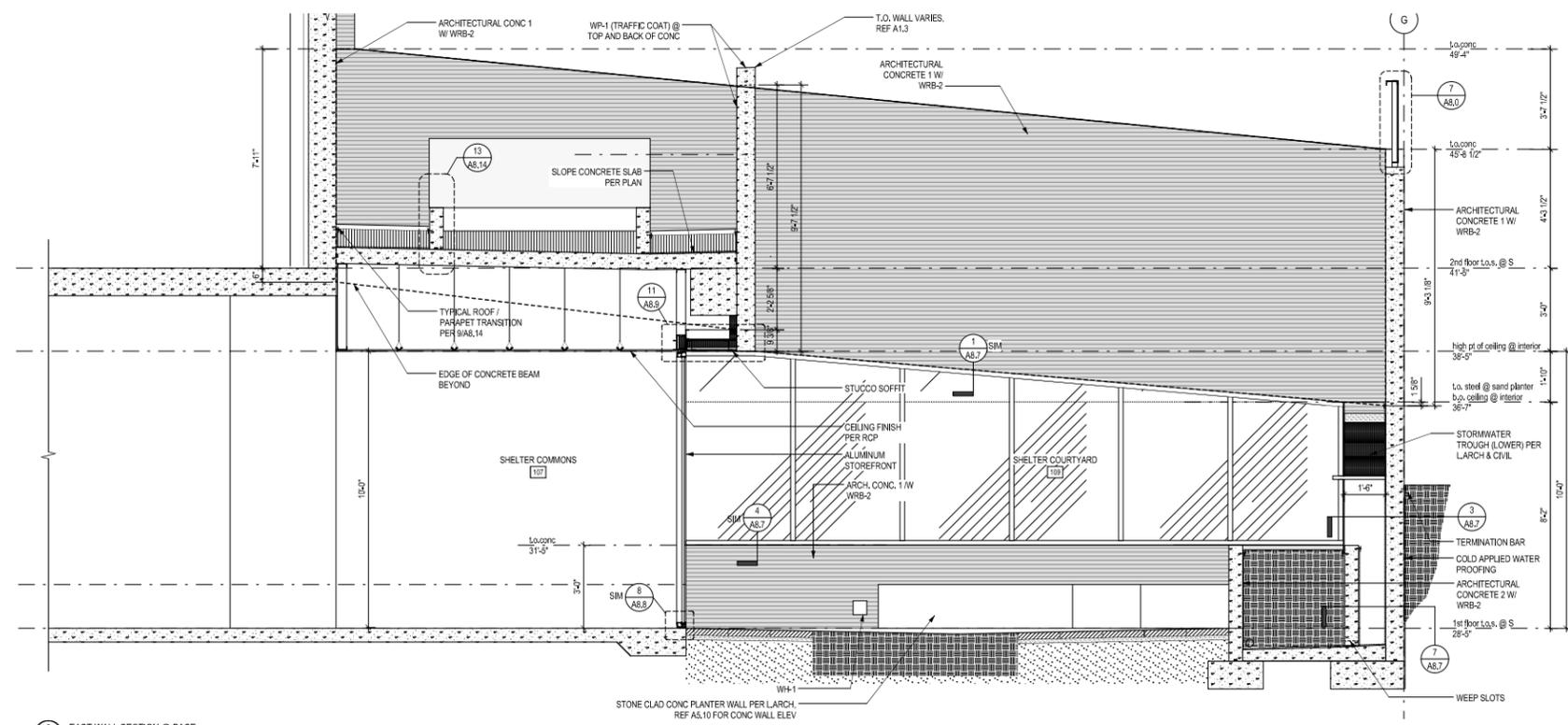
CONTRACTOR: THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE REPRODUCED, COPIED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. COMPROMISES AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.

ISSUE:	DATE:
SD 75%	09.19.08
SD 100%	10.20.08
SD VE 100%	01.23.09
DD 50%	03.20.09
DD 100%	04.24.09
PERMIT	06.30.09
PERMIT FOR BID	08.26.09

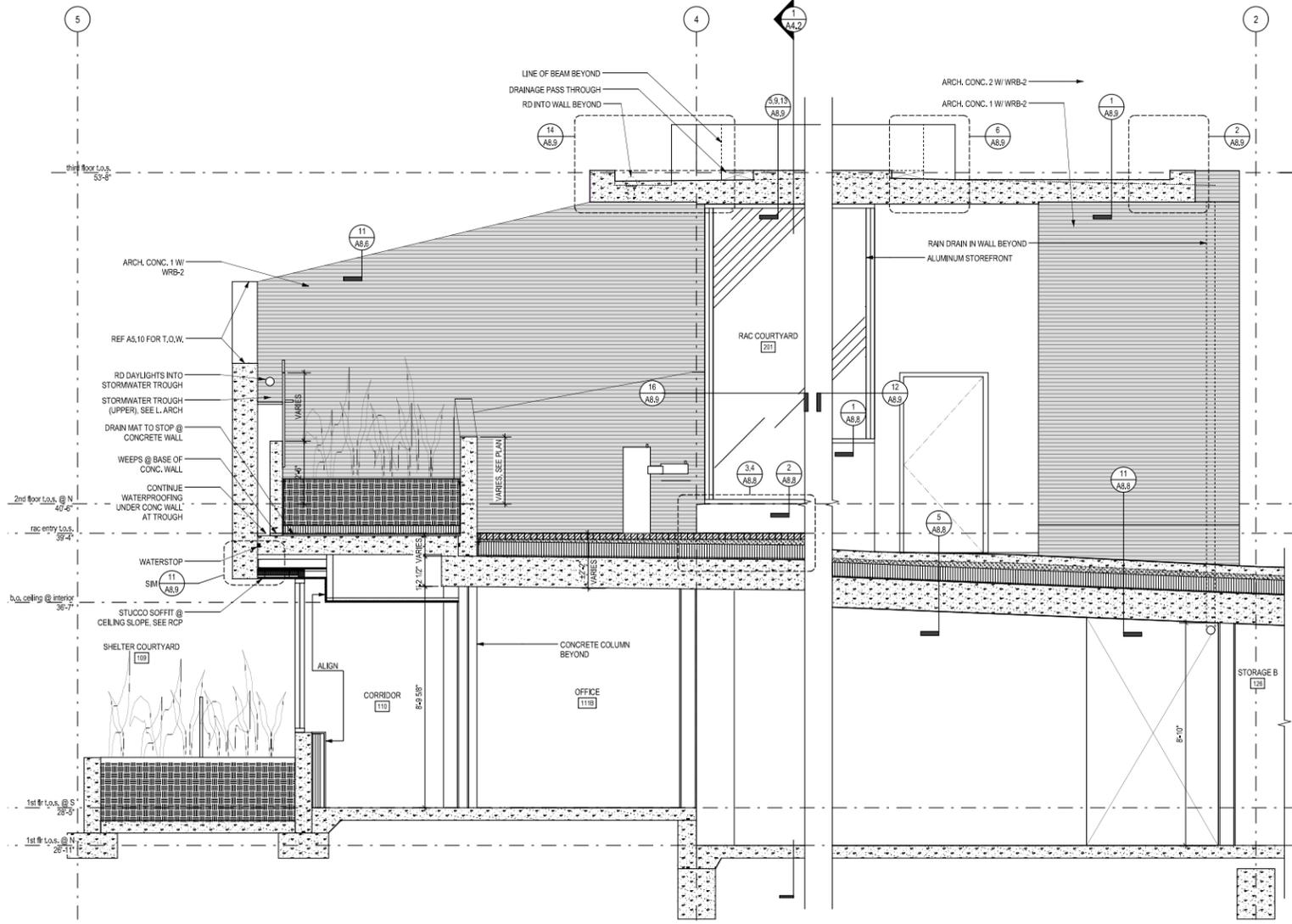
DRAWING:  
**WALL SECTIONS EAST**

JOB NO. 07-435.02  
SHEET:

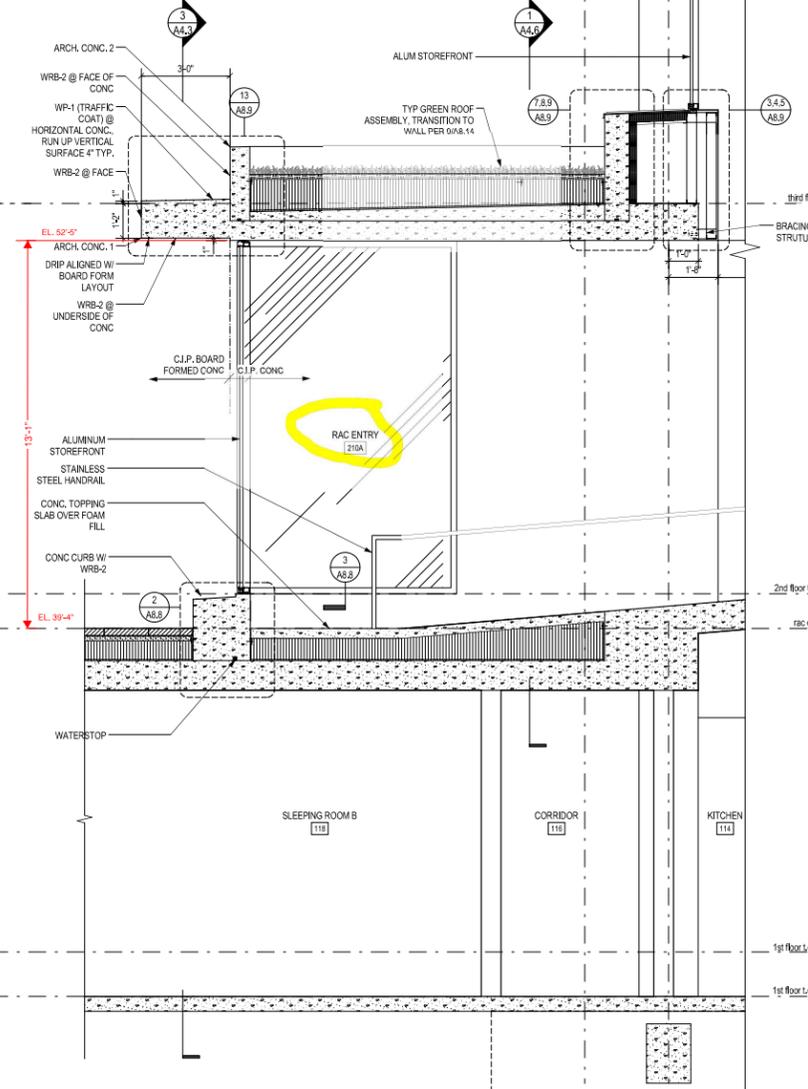
**A4.2**



2 EAST WALL SECTION @ BASE  
Scale: 1/2" = 1'-0"



3 RAC COURTYARD SECTION  
Scale: 1/2" = 1'-0"



1 EAST WALL SECTION @ BASE  
Scale: 1/2" = 1'-0"

AFTER RECORDING, RETURN TO:

Multnomah County Attorney  
ATTN.: Property Group (KME)  
501 SE Hawthorne, Suite 500  
Portland, OR 97214

**COVENANT FOR FUTURE NO-BUILD EASEMENT AND AGREEMENT NOT TO BUILD  
LU/PERMIT NO. 16-227322-CO**

**RECITALS**

- A. **HOME FORWARD**, formerly known as the Housing Authority of Portland, a municipal corporation (“**HF**”); **BUD CLARK COMMONS CONDOMINIUM OWNERS’ ASSOCIATION**, a nonprofit corporation organized under the laws of the State of Oregon (the “**Association**”); and **RAC HOUSING LP**, an Oregon limited partnership (“**RAC**”) are collectively referred to herein as “**Grantors**”.
- B. HF is the record owner of Parcel 1, that certain real property in the City of Portland, Multnomah County, Oregon, described in Section 1 below, which is developed as the Bud Clark Commons Condominiums (“**BCC Building**”) (“**Parcel 1**”). The Association owns the BCC Shelter Unit, and RAC owns the BCC Housing Unit, as depicted on the BCC Condominiums Plat, recorded May 19, 2011, at Plat Book 1302, Pages 61 – 71, and as Document No. 2011-059090, Official Records of Multnomah County.
- C. **MULTNOMAH COUNTY**, an Oregon political subdivision (“**Grantee**”), is the record owner of Parcel 2 described in Section 1 below, which is the adjoining real property more particularly described in the attached **Exhibit B-1** and depicted on the attached **Exhibit B-2** (“**Parcel 2**”) upon which Grantee intends to develop a multi-story public health facility (“**HDHQ Building**”). Grantors and Grantee are referred to herein, collectively, as “**Declarants**.”
- D. Grantee has submitted an application to the City of Portland for a permit to construct the HDHQ Building with its westerly wall offset 4 inches east of the boundary line between Parcel 1 and Parcel 2 (the “**Shared Property Line**”) with window openings and louvers that would violate fire code separation requirements, unless an adjoining building on Parcel 1 were set back ten feet (10’) from the Shared Property Line. Section 705.8.1 and Table 705.8 of the 2014 Oregon Structural Specialty Code (“**OSSC**”) limit the allowable area of unprotected openings to 25% of the wall area if the property is less than 10 feet from the property line. Table 602 of the 2014 Oregon Structural Specialty Code (OSSC) requires a one-hour fire-resistance rating for exterior walls within 5 feet of a property line and OSSC Table 705.8 prohibits openings in exterior walls of buildings within three feet of a property line.
- E. Parcel 1 described in Section 1 below is a Type 1B fully sprinklered building with primarily residential occupancy and has a podium at the basement and ground floor built to the Shared Property Line, and a rooftop courtyard with a 2<sup>nd</sup> Floor glazed entry vestibule opening onto the ground floor roof and set back about 27.5 feet from the Shared Property Line.
- F. The new construction will add a 9-story high-rise Type 1B building with an automatic sprinkler system in accordance with Section 903.3.1.1 on Parcel 2. The east elevation of the

existing basement and ground floor levels of the BCC Building on Parcel 1 are built up to the Shared Property Line between Parcel 1 and Parcel 2, but the upper level residential tower is set back about 38.75 feet from the Shared Property Line. The west wall of the new HDHQ Building will also extend to within four inches (4") of the Shared Property Line.

G. The HDHQ Building will use a water curtain of closely spaced fire sprinklers to protect the louvers and window openings in the westerly wall that are separated less than fifteen feet (15'-0") above the adjoining ground floor roof of the BCC Building. The Easement will also permit the westerly wall of the HDHQ Building to drift into the No-Build Easement Area during a seismic event, which would otherwise violate structural code seismic drift requirements, unless the HDHQ Building was set back at least one foot (1'-0") to the east from the Shared Property Line.

H. In exchange for the promises under this Covenant for Future No-Build Easement and Agreement Not to Build (this "**Agreement**"), Declarants have requested that the City approve an alternative method of meeting the Building Code requirements described above.

I. Declarants further desire to burden Parcel 1 with a covenant that will immediately create a no-build easement in perpetuity to benefit Parcel 2, effective upon the date when Grantee's Permit No. 16-227322-CO is approved and this Agreement is recorded.

J. Grantors have agreed not to build any new or additional structures within the No-Build Easement Area described below.

K. Declarants have further agreed to record this Agreement, to provide record notice of the terms of this Agreement, and to bind subsequent transferees of Parcels 1 and 2 to the terms of this Agreement.

NOW, THEREFORE, the Declarants agree as follows:

### **AGREEMENT**

1. **LEGAL DESCRIPTION.** The properties that are subject to this Agreement are as follows:

a. The properties to be burdened by the No-Build Easement are:

Parcel 1, as more fully described in **Exhibit "A-1"** and depicted on **Exhibit "A-2"** attached hereto.

b. The properties to be benefitted by the No-Build Easement are:

Parcel 2, as more fully described in **Exhibit "B-1"** and depicted on **Exhibit "B-2"** attached hereto.

c. The No-Build Easement Area is as follows:

An approximately 10-foot by 200-foot No-Build Easement, except that the 15-foot six-inch wide area of the west wall of the HDHQ Building opposite the glazed BCC entry vestibule on the 2<sup>nd</sup> Floor will only be granted a 5'-3" No-Build Easement, as shown and described more fully in **Exhibits "C-1" and "C-2"** attached hereto (the "**No-Build Easement Area**").

2. **NO-BUILD EASEMENT AREA RESTRICTIONS.** No new or additional above-ground structure, including, but not limited to, a dwelling unit, garage, shed, fence or any other above-ground building or structure, or eaves or other projections, shall be erected, constructed, placed or maintained within any portion of the No-Build Easement Area. If the existing structure located on Parcel 1 is demolished or destroyed in the future, regardless of the cause, any replacement structure may not be built in whole or in part within the No-Build Easement Area, unless it complies with all codes in effect at the time of replacement. An assumed property line, to establish the required fire separation distance, is hereby created ten feet (10') to the west of the actual Shared Property Line between Parcel 1 and Parcel 2 (with one exception discussed in Section 1[c]) for the purpose of prohibiting Grantors from building within the air space above the ground floor roof elevation in any portion of the No-Build Easement Area on Parcel 1, as shown on Exhibit C-2 attached hereto.
3. **COVENANT FOR NO-BUILD EASEMENT.** Declarants, Declarants' successors and assigns, covenant that, if Declarants or subsequent owners or assigns transfer ownership of Parcel 1 and/or Parcel 2 so that the parcels remain under separate ownership, the subsequent owners and users of Parcel 1 shall continue to be burdened by a No-Build Easement on Parcel 1. Subsequent owner(s) of the parcels described in Section 1 above shall abide by the No-Build Easement Area restrictions described in Section 2 of this Agreement.
4. **TERM AND BINDING EFFECT.** This Agreement shall be effective as of the date of the signature(s) below and shall continue in perpetuity. All terms and provisions herein are intended to and shall be covenants running with the land and/or equitable servitudes for the benefit of Parcel 2 and burdening Parcel 1 and shall be binding on Declarants, Declarants' heirs, executors, administrators, successors, and assigns and all current and future owners of the parcels described in Section 1 above and all persons claiming title, possession, or ownership of or to such properties.
5. **DEFINITIONS.** *Building Code* means the State of Oregon Building Code as defined in Oregon Revised Statutes Chapter 455, as amended from time-to-time and as adopted by the City of Portland.
6. **MODIFICATION AND TERMINATION.** The Declarants and subsequent owners and assigns may not modify, withdraw from, terminate, or dissolve this Agreement without the written approval of the City of Portland. If this Agreement is a condition of approval of a property division, the City of Portland may require such condition to be modified before permitting this Agreement to be terminated or dissolved or permitting a party to withdraw from this Agreement.

7. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Oregon. Any action arising out of or relating to this Agreement shall be commenced in the Circuit Court for Multnomah County, Oregon, and if in the federal courts, in the United States District Court for the District of Oregon, Portland Division. Any arbitration or other form of alternative dispute resolution arising out of this Agreement shall take place in an appropriate forum within Portland, Oregon.

8. COPY TO BUREAU OF DEVELOPMENT SERVICES. Upon recording, Declarants shall provide a copy of this Agreement to the Bureau of Development Services.

9. NOTICES. Any notice under this Agreement shall be made in writing and sent to the City of Portland at the address below and to each owner via first class mail, in care of the street address of the owner's lot, or in the event the owner does not reside on said property, in care of the current property tax notification address of the property; provided, however, that an owner can change the notification address by written notice to each other owner and the City of Portland.

**City of Portland:**

Bureau of Development Services  
1900 SW Fourth Avenue, Suite 5000  
Portland, OR 97201

10. INDEMNIFICATION. The Declarants, Declarants' successors and assigns shall indemnify, defend, and hold harmless the City of Portland, its officers, agents, officials, and employees against any and all claims, demands, actions, and suits, including attorneys' fees and costs brought against any of them arising out of or resulting from the terms of this Agreement.

11. CONSIDERATION. Grantee has requested that the City allow Grantee to construct the HDHQ Building with its westerly wall offset 4 inches east of the Shared Property Line, with window openings and louvers that would violate fire code separation requirements, unless an adjoining building on Parcel 1 were set back ten feet (10') from the Shared Property Line [DESCRIBE BUILDING CODE PROVISION(S) THAT DECLARANT IS SEEKING RELIEF FROM] on the properties described in Section 2 of this Agreement. Such properties do not comply with the following sections of the 2014 Oregon Structural Specialty Code: Section 705.8.1 (creating an assumed property line to maintain 10'-4" minimum fire separation distance) and Table 705.8 (allowable area of openings per story) [INSERT NAME AND CODE SECTIONS AND A BRIEF DESCRIPTION OF THE REQUIREMENTS]. In exchange for the promises under this Agreement, Grantee acknowledges that this Agreement is executed as an alternate method of complying with these sections of the Building Code. The parties agree that the City of Portland is an intended third party beneficiary of this Agreement.

12. AUTHORITY TO EXECUTE AGREEMENT. Each Declarant expressly represents and warrants that the persons executing this Agreement are duly authorized to do so. This Agreement may be executed in counterparts, and each counterpart shall have the same binding legal effect as if it were a single document containing all signatures.

13. SEVERABILITY. Each provision of this Agreement shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**DECLARANTS:**

**HOME FORWARD,**  
an Oregon municipal corporation

By: \_\_\_\_\_  
Michael Buonocore, Executive Director

ACKNOWLEDGMENT

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MULTNOMAH)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared **Michael Buonocore**, to me known to be the **Executive Director** of **HOME FORWARD**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument of behalf of the municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Print Name Here: \_\_\_\_\_  
NOTARY PUBLIC for the State of Oregon  
My Commission Expires: \_\_\_\_\_

**BUD CLARK COMMONS CONDOMINIUM OWNERS' ASSOCIATION,**  
a nonprofit corporation organized under the laws of the State of Oregon

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Chairperson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary

ACKNOWLEDGMENTS

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MULTNOMAH)

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared \_\_\_\_\_, to me known to be the **Chairperson** of the **BUD CLARK COMMONS CONDOMINIUM OWNERS' ASSOCIATION**, the Association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Association, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument of behalf of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Print Name Here: \_\_\_\_\_  
NOTARY PUBLIC for the State of Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MULTNOMAH)

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared \_\_\_\_\_, to me known to be the **Secretary** of the **BUD CLARK COMMONS CONDOMINIUM OWNERS' ASSOCIATION**, the Association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Association, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument of behalf of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Print Name Here: \_\_\_\_\_  
NOTARY PUBLIC for the State of Oregon  
My Commission Expires: \_\_\_\_\_

**RAC HOUSING LP,**  
an Oregon limited partnership

By: **HOME FORWARD,**  
an Oregon municipal corporation,  
General Partner

By: \_\_\_\_\_  
Michael Buonocore, Executive Director

ACKNOWLEDGMENT

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MULTNOMAH)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared **Michael Buonocore**, the **Executive Director** of **HOME FORWARD**, an Oregon municipal corporation, to me known to be the **General Partner** of **RAC HOUSING LP**, the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument of behalf of the limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Print Name Here: \_\_\_\_\_  
NOTARY PUBLIC for the State of Oregon  
My Commission Expires: \_\_\_\_\_

ADDRESS: 135 SW Ash Street, Portland, OR 97204  
(mailing address)

**MULTNOMAH COUNTY,**  
an Oregon political subdivision

By: \_\_\_\_\_  
Name: Deborah Kafoury  
Its: Chair

ACKNOWLEDGMENT

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MULTNOMAH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared **Deborah Kafoury**, to me known to be the **Chair** of **MULTNOMAH COUNTY**, the Oregon political subdivision that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument of behalf of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Print Name Here: \_\_\_\_\_  
NOTARY PUBLIC for the State of Oregon  
My Commission Expires: \_\_\_\_\_

ADDRESS: 501 SE Hawthorne Blvd, Suite 600, Portland, OR 97214  
*(mailing address)*

Approved as to form:

\_\_\_\_\_  
Building Official or Designee *(signature)*

Date: \_\_\_\_\_

\_\_\_\_\_  
*(printed name)*

## EXHIBIT A-1

### LEGAL DESCRIPTION OF PARCEL 1

Lots 2, 3, 6 and 7, Block U, Couch's Addition to the City of Portland, Multnomah County, Oregon, plus the westerly 12.5 feet of Lots 1, 4, 5 and 8, Block U, Couch's Addition to the City of Portland, Multnomah County, Oregon, platted as BUD CLARK COMMONS CONDOMINIUMS, according to the Plat thereof recorded May 19, 2011, in Book 1302 on Pages 61 - 71, as Document No. 2011-059090 in the Multnomah County Official Records, and according to the Declaration of Condominium Ownership recorded May 19, 2011, as Document No. 2011-059091 in the Multnomah County Official Records.

**EXHIBIT A-2**

**PLAT MAP DEPICTING PARCEL 1**

## EXHIBIT B-1

### LEGAL DESCRIPTION OF PARCEL 2

Portions of Lots 1, 4, 5 and 8, Block 'U', COUCH'S ADDITION TO THE CITY OF PORTLAND, in the City of Portland, Multnomah County, Oregon, located in the Northwest quarter of Section 34, Township 1 North, Range 1 East, Willamette Meridian, more particularly described as follows: Beginning at the Southeast corner of said Lot 1; thence North 89°55'56" West 87.50 feet along the South line of said Lot 1; thence North 00°03'23" East 200.00 feet parallel with the West lines of said Lots 1, 4, 5 and 8 to the North line of said Lot 8; thence South 89°55'56" East 87.50 feet along the North line of said Lot 8 to the Northeast corner thereof; thence South 00°03'23" West 200.00 feet along the East lines of said Lots 8, 5, 4 and 1 to the point of beginning.

**EXHIBIT B-2**

**PLAT MAP DEPICTING PARCEL 2**

## EXHIBIT C-1

### LEGAL DESCRIPTION OF NO-BUILD EASEMENT AREA

The Easterly ten feet (10'-0") in the air space above the ground floor roof elevation, except for the 15-foot 6-inch wide area opposite the BCC entry vestibule, which will be limited to the Easterly five feet 3 inches (5'-3"), as depicted on page 2 of Exhibit C-2, of the following described real property:

Lots 2, 3, 6 and 7, Block U, Couch's Addition to the City of Portland, Multnomah County, Oregon, plus the westerly 12.5 feet of Lots 1, 4, 5 and 8, Block U, Couch's Addition to the City of Portland, Multnomah County, Oregon, platted as BUD CLARK COMMONS CONDOMINIUMS, according to the Plat thereof recorded May 19, 2011, in Book 1302 on Pages 61 - 71, as Document No. 2011-059090 in the Multnomah County Official Records, and according to the Declaration of Condominium Ownership recorded May 19, 2011, as Document No. 2011-059091 in the Multnomah County Official Records.

**EXHIBIT C-2 – page 1**

**DIAGRAM OF NO-BUILD EASEMENT AREA**

Vertical and horizontal air space labeled “NO-BUILD EASEMENT” and “MINIMUM FIRE SEPARATION DISTANCE” on the attached Life Safety – Site Plan, Sheet G-004 of the Construction Documents for Grantee’s Facility, drawn by Project Architect/Engineer Zimmer Gunsul Frasca Architects LLP.

**EXHIBIT C-2 – page 2**

**AXONOMETRIC DIAGRAM OF REDUCED 5 FOOT – 3 INCH NO-BUILD EASEMENT AREA  
OPPOSITE BCC 2<sup>ND</sup> FLOOR ENTRY VESTIBULE**