

**PLANNING COMMISSION
Meeting Agenda
Monday – January 11, 2009
7:00 PM - Regular Meeting
City Council Chambers – 155 NW 2nd Avenue**

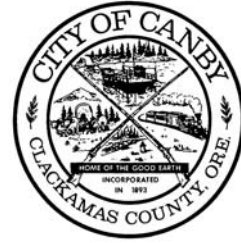
**Chair Dan Ewert – Vice Chair Janet Milne
Commissioners Sean Joyce, Charles Kocher, and Misty Slagle**

- 1. CALL TO ORDER**
- 2. CITIZEN INPUT ON NON-AGENDA ITEMS**
- 3. PUBLIC HEARINGS - None**
- 4. NEW BUSINESS**
 - a. Consideration of a request from Northwood Investment Partnership and Archie and Lois McLeod for a one-year extension of the Development Agreement for SUB 05-12 (Northwood Estates Subdivision) and its associated Master Plan. **Page 2**
- 5. FINAL DECISIONS - None**

Note: These are final, written versions of previous oral decisions. No public testimony.
- 6. MINUTES**

December 14, 2009 **Page 17**
- 7. ITEMS OF INTEREST FROM STAFF**
- 8. ITEMS OF INTEREST/GUIDANCE FROM PLANNING COMMISSION**
- 9. 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 before the meeting to Jill Thorn at 503-266-7001.
A copy of this agenda can be found on the City's web page at www.ci.canby.or.us
City Council and Planning Commission Meetings are broadcast live and can be viewed on OCTS Channel 5.
For a schedule of the playback times, please call 503-263-6287.*



MEMORANDUM

TO: PLANNING COMMISSION

FROM: Melissa Hardy, Associate Planner

THROUGH: Bryan Brown, Planning Director

DATE: January 11, 2010

RE: Request for a One-Year Extension of a Development Agreement, Between the CITY OF CANBY and NORTHWOOD INVESTMENTS.

I. SUMMARY:

The Planning Commission approved a 41-Lot Tentative Subdivision application (SUB 05-12) in March 2006, in which one of the conditions of approval required that:

“Prior to signing of the final plat for Phase 1 of the subdivision, the applicant shall have a development agreement, legally binding upon present and future owners, recorded with the property which stipulates the following: (1) The design of Phase 1 and all future phases (i.e., the entire master plan) of this subdivision is binding as submitted in all details except as modified by the City as noted in the conditions of approval for SUB 05-12. No modifications to this approved plan may be made except as approved by the City of Canby.”

In conformance with this condition of subdivision approval, the applicant entered into a Development Agreement with the City of Canby, which was recorded in Clackamas County official records on January 26, 2007 (*see Attachment A – Northwood Estates Development Agreement*). The Development Agreement states that it is valid for a period of 1,095 days from the date of recordation. Therefore, the Development Agreement will expire on January 25, 2010, unless it is extended. The Agreement further states that it may be extended and/or modified only upon approval by the City, and each extension request may be granted for a period of 365 days beyond the expiration date.

Curt McLeod has submitted a request for a one-year extension of the Development Agreement (*see Attachment B – Request for Extension*). If Planning Commission votes to extend the term of the Development Agreement, it will be extended until January 25, 2011, at which time the property owner may request another one-year extension if the remainder of the property is not yet subdivided.

II. CONCLUSION:

Staff recommend that the Planning Commission grant the extension request, because the terms of the Development Agreement include a requirement that the property owner dedicate parkland to the City when the area identified as Phase II on the “Northwood Estates master plan” (*see Attachment C – Conceptual Development Plan*) is subdivided, which is a positive aspect of the Agreement. And there have been no major changes to the City’s development code regulations since 2007, so there is no relevant reason not to extend the Agreement.

III. RECOMMENDATION:

Staff recommend that the Planning Commission grant the extension request.

Recommended Motion: *I move that the Planning Commission approve a one-year extension to the Northwood Estates Development Agreement, which extends the expiration date to January 25, 2011.*

III. ATTACHMENTS:

- A. Northwood Estates Development Agreement
- B. Request for Extension
- C. Conceptual Development Plan

**NORTHWOOD ESTATES
DEVELOPMENT AGREEMENT**

Clackamas County Official Records
Sherry Hall, County Clerk

2007-007387

After recording return to:



\$76.00

01065045200700073870110113

01/26/2007 03:38:12 PM

Northwood Investments,
Attn: Mr. Ron Tatone, Partner
1127 NW 12th Avenue
Canby, OR 97013

D-DEVA Cnt=1 Stn=2 TIFFANYCLA
\$55.00 \$11.00 \$10.00

Witness my hand and seal of County
affixed.

Name Title

By: _____ Deputy.

THIS AGREEMENT is made as of the 11 day of Jan., 2007, by and between the City of Canby, Oregon, with a mailing address of 182 North Holly Street, Canby, Oregon 97013, (the "City") and Northwood Investment Partnership together with Archie & Lois McLeod (the "Applicant"). NOW THEREFORE, the parties agree as follows:

I. AFFECTED PROPERTY

This Agreement shall be recorded upon the deed of that tract of land conveyed in 1990 to Northwood Investments, a general partnership consisting of Ronald G. Tatone, Lynn Kadwell, Curt McLeod, Fred Kahut and Bresco, Inc. as recorded in Deed Number 90-20689, Clackamas County Records and attached herein as Exhibit "A"; and additionally that tract of land conveyed to 2KRMT, INC. as recorded in Deed Number 2006-070258, Clackamas County Records and attached herein as Exhibit "B".

II. MASTER PLAN

The design of Phase 1 and all future phases of the Northwood Estates master plan is binding as submitted by the Applicant (Exhibit 1) in all details except as modified by the City as noted in the Findings of Fact and Conclusions of Law for City file SUB 05-12 (Exhibit 3). No modifications to this approved plan may be made except as approved by the City. The Agreement shall be considered valid for a period of one-thousand-ninety-five (1095) days to commence upon the date of recordation. If this Agreement expires prior to the City approval of the subdivision application for any particular phase, the Applicant shall be required to apply for master plan approval prior to the approval of any remaining phases. Agreement may be extended and/or modified only upon approval by the City. Each extension request may be granted for a period of three-hundred-sixty-five (365) days beyond the expiration date; upon approval by the City. This Agreement shall not conflict with the current Canby Municipal Code, Comprehensive Plan, or any other relevant laws and/or regulations in effect at the time of development.

ATTACHMENT A

III. PARK DEDICATION

The City has not required the dedication of any park land; however, the Applicant has offered to donate 2.94 acres of gross area that will result in a 2.32 acres of park land in the manner described in Section IV of this Agreement and as shown in Exhibit 2. Dedications shall occur as provided in Section V of this Agreement. Upon dedication, the dedicated park land shall be wholly City owned and maintained for the benefit and use of the public. The park land shall be developed by the Applicant at the Applicant's expense. The Applicant shall provide, at a minimum, street improvements, curbs, sidewalks or walkways, grass surfacing, street trees, irrigation system, and lighting. All park improvements shall be subject to review and approval by the City Parks Department. Any park improvements not completed at the time of the signing of the subdivision plat shall be subject to the bonding requirements listed under Section 16.64.070 of the Canby Municipal Code.

IV. PARK SDC CREDIT

The City agrees to waive future System Development Charges (SDCs) for all phases of development, that are normally charged by the City Parks Department upon the issuance of a building permit to offset an equivalent portion of the value of dedication and cost of development of the park improvements. The value of any additional park dedication or development cost beyond that being offset is offered as a free will donation from the applicant to the City. The waiver only applies to future building permits issued within the boundaries of the properties covered by this Agreement (110 single family residences). The waiver shall only apply to the parks SDC; all other SDCs in effect at the time of the issuance of individual permits shall remain valid.

V. PHASING

The master plan shall be developed in four phases as shown in Exhibit 2. Each phase shall be subject to separate Subdivision applications as required by the City. The Applicant agrees to adhere to all conditions of approval required as part of each subdivision approval.

For all Phases:

Subsurface evaluations in the vicinity of the proposed drainage improvements shall be conducted by a licensed hydrologist, soil scientist, geologist, or engineer at the Applicant's expense. Bioswales and infiltration trenches shall be designed according to the design guidelines developed by the City of Portland and presented in the Stormwater Management Manual. The sanitary sewer shall be extended by the Applicant to the phase line and a temporary clean out shall be installed; this shall be done for each phase in order to facilitate each subsequent phase of the development. The phasing of the water system shall be coordinated with the Canby Utility Board. The Applicant shall provide a drainage master plan for the entire development prior to the signing of the final subdivision plat for Phase I. Any relocation of existing utilities required due to construction of the development shall be done at the expense of the Applicant.

Phase I:

Phase I shall include the dedication of Tract A (1.82 acres of gross area resulting in a net 1.47 acres of park land) to be donated to the City at the time of the signing of the final subdivision plat. The well lot (Tract D) shall include a deed restriction indicating that it shall be not be used for residential purposes for as long as the well is in use. Should the well be abandoned, the lot may remain as open space or may be reabsorbed by lot 28. Lots 11, 25, 28, 29 and 41 shall be

subject to the same limitations of infill lots per the CMC. Private water lines (for irrigation) will not be allowed to be constructed within any public right-of-way except for street crossings provided the lines will be enclosed within casings; such crossings shall be subject to review and approval by the City.

Phase II:

Phase II shall include the dedication of Tract B (1.12 acres of gross area resulting in a net 0.85 acres of park land) to be donated to the City at the time of the signing of the final subdivision plat. The subdivision application for Phase II shall require a traffic study that shall address, at a minimum, the design of the proposed boulevard as it may relate to any vehicle conflicts particularly at the southern terminus. Lots 42, 59, 60, and 74 shall be subject to the same limitations of infill lots per the CMC.

Phase III:

The subdivision application for Phase III shall require a traffic study that shall address, at a minimum, internal circulation. The traffic study for Phase III may be combined with a traffic study for either Phase II or Phase IV. Lots 75, 87, 88, 89, 90, 91, 92, 93, and 94 shall be limited to one story (22 feet) in height.

Phase IV:

The subdivision application for Phase IV shall require a traffic study that shall address, at a minimum, internal circulation and future external street connections.

This agreement shall be binding upon the Northwood Investment Partnership or any succeeding business entity created for the development of the subject tract of land.

Ronald G. Tatone
Ronald G. Tatone, Northwood Investments

Mark C. Adcock
Mark Adcock, City Administrator

Lyle L. Read
Lyle L. Read, President Bresco Inc,

Lynn A. Kadwell
Lynn A. Kadwell, Northwood Investment

Fred Kahut
Fred Kahut, Northwood Investments

Curt McLeod
Curt McLeod, Northwood Investments

Archie McLeod
Archie McLeod

Lois McLeod
Lois McLeod

*Development Agreement is Subject to review by the Canby Planning Commission and City Attorney.

Exhibits incorporated by reference:

- 1. Applicant's Packet.
- 2. Master-Plan Map.
- 3. Findings of Fact and Conclusions of Law for City file SUB 05-12.

Attached Exhibits:

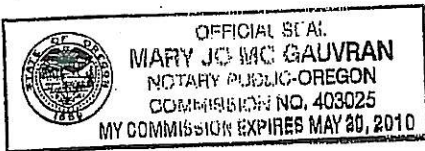
Exhibit "A" Legal Description from Fee Number 90-20689
 Exhibit "B" Legal Description from Fee Number 2006-070258

State of Oregon, County of Clackamas:

Personally appeared the above named Ronald G. Tatone before me on Jan 11, 2007 and acknowledged the foregoing instrument to be (HIS)(HER)(THEIR) voluntary act and deed.

Before Me: [Signature]
 Notary Public for Oregon

My Commission Expires: 5-30-10

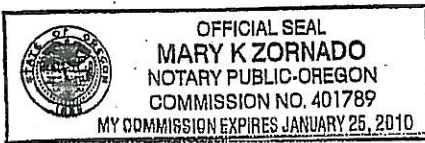


State of Oregon, County of Clackamas:

Personally appeared the above named Lyle L. Read, President, Bresco Inc., before me on 1-12, 2007 and acknowledged the foregoing instrument to be (HIS)(HER)(THEIR) voluntary act and deed.

Before Me: [Signature]
 Notary Public for Oregon

My Commission Expires: 1-25-2010

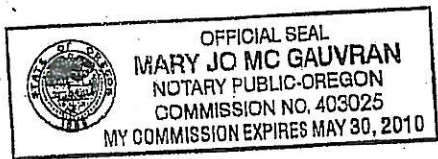


State of Oregon, County of Clackamas:

Personally appeared the above named Lynn A. Kadwell before me on Jan 11, 2007 and acknowledged the foregoing instrument to be (HIS)(HER)(THEIR) voluntary act and deed.

Before Me: [Signature]
 Notary Public for Oregon

My Commission Expires: 5-30-10

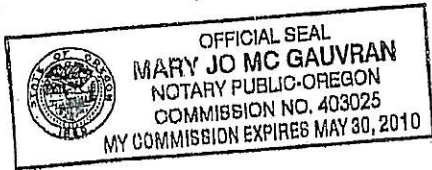


State of Oregon, County of Clackamas:

Personally appeared the above named Fred Kahut before me on Jan 11, 2007 and acknowledged the foregoing instrument to be (HIS)(HER)(THEIR) voluntary act and deed.

Before Me: [Signature]
Notary Public for Oregon

My Commission Expires: 5-30-10

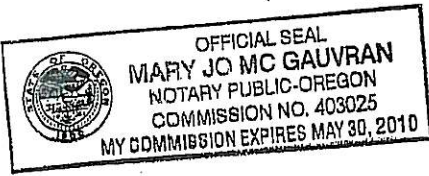


State of Oregon, County of Clackamas:

Personally appeared the above named Curt McLeod before me on Jan 11, 2007 and acknowledged the foregoing instrument to be (HIS)(HER)(THEIR) voluntary act and deed.

Before Me: [Signature]
Notary Public for Oregon

My Commission Expires: 5-30-10

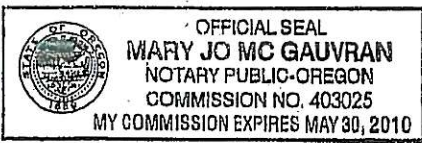


State of Oregon, County of Clackamas:

Personally appeared the above named Archie McLeod before me on Jan 19, 2007 and acknowledged the foregoing instrument to be (HIS)(HER)(THEIR) voluntary act and deed.

Before Me: [Signature]
Notary Public for Oregon

My Commission Expires: 5-30-10

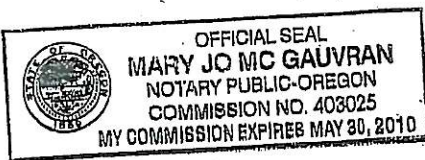


State of Oregon, County of Clackamas:

Personally appeared the above named Lois McLeod before me on Jan 11, 2007 and acknowledged the foregoing instrument to be (HIS)(HER)(THEIR) voluntary act and deed.

Before Me: [Signature]
Notary Public for Oregon

My Commission Expires: 5-30-10

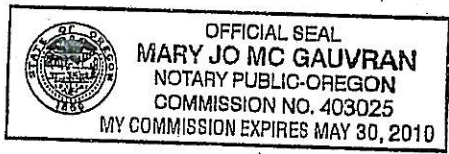


State of Oregon, County of Clackamas:

Personally appeared the above named Mark A. Adcock before me on Jan 24, 2007
and acknowledged the foregoing instrument to be (HIS)(HER)(THEIR) voluntary act and deed.

Before Me: Mary Jo Mc Gauran
Notary Public for Oregon

My Commission Expires: 5-30-10



NORTHWOOD INVESTMENTS LEGAL DESCRIPTION
FEE NUMBER 90-20689
CLACKAMAS COUNTY, OREGON

IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

PARCEL I:

A tract of land situated in the Champing Pendleton D.L.C. No. 58, in Sections 28, 29, 32 and 33, Township 3 South, Range 1 East, of the W.M., described as follows:

Beginning at an iron pipe on the Southerly boundary of Territorial Road at the northeast corner of that tract of land conveyed to Earl Oliver and Sabina Oliver, husband and wife, by Deed recorded November 16, 1951, in Book 450, page 696, Deed Records, said iron pipe being North 8.47 chains, South 89° 29' West 16.35 chains and North 12° 00' West 9.036 chains, from the southeast corner of the Champing Pendleton D.L.C., in Township 3 South, Range 1 East, of the W.M.; thence South 78° 04' West along the southerly line of Territorial Road 187.57 feet to an iron pipe, said point being the northeast corner of a tract of land conveyed to Richard T. Mosier, et ux, by Warranty Deed recorded June 15, 1976, Fee No. 76 19823; thence South 12° 09' East 558.2 feet to the southeast corner of a tract described in Contract of Sale recorded February 28, 1975, Fee No. 75 5066; thence South 89° 29' East to the southeast corner of said Oliver tract; thence North 12° 09' West along the easterly line of said Oliver tract to the point of beginning.

PARCEL II:

Part of the southeast one-quarter of the northeast one-quarter of Section 32, Township 3 South, Range 1 East, of the W.M., described as follows:

Beginning at the southeast corner of a tract of land conveyed to John Mickelsen, et ux, by Warranty Deed recorded January 28, 1957, in Book 521, page 348, Deed Records, said point also being West 1320 feet and South 393.6 feet from the northeast corner of the Wesley Joslin D.L.C.; thence West 166.00 feet; thence North 100.00 feet; thence West 25.00 feet; thence South 100.00 feet; thence West 368.7 feet; thence South 214.7 feet to the northwest corner of a tract of land conveyed to Edward N. Cole, et ux, by Warranty Deed recorded April 24, 1956, in Book 510, page 19, Deed Records; thence East 235.00 feet to the most northerly northeast corner of said Cole tract; thence South 155.00 feet to an interior angle of said Cole tract; thence East to the most easterly northeast corner of said Cole tract; thence South 15 feet to the southerly line of a tract of land conveyed to Earl Oliver, et ux, by Warranty Deed recorded September 26, 1947, in Book 397, page 28, Deed Records; thence East along the south line of said Oliver tract 20 feet to the southeast corner thereof; thence North along the east line of said Oliver tract, 384.7 feet to the place of beginning.

PARCEL III:

A tract of land lying in Section 32, Township 3 South, Range 1 East, more particularly described as follows:

Beginning at a point which bears West 1332 feet from the northeast corner of the Wesley Joslin D.L.C., said point being also the Northeast corner of that certain tract of land described in deed to John P. Tatone in Book 227, page 162; running thence South along the east line of said Section 32 a distance of 393.6 feet; thence West 166.00 feet; thence North 100.00 feet; thence West 25.00 feet; thence South 100.00 feet; thence West 368.7 feet; thence North 393.6 feet; thence East 559.7 feet to the place of beginning.

PARCEL IV:

A tract of land located in Section 33, Township 3 South, Range 1 East, of the W.M., described as follows:

Beginning at the northwest corner of Lot 2, Oliver Addition No. 4; thence South $00^{\circ} 18'$ East along the west line of said Lot 2, a distance of 88.18 feet to the southwest corner thereof; thence continuing South $00^{\circ} 18'$ East 60.00 feet to the northwest corner of Lot 3, Oliver Addition No. 4, said point also being the northeast corner of that tract of land conveyed to the Archdiocese of Portland in Oregon by Deed recorded May 4, 1953, in Book 468, page 504, Deed Records; thence West along the northerly line of said Archdiocese of Portland in Oregon tract and the westerly extension of the south line of Wait Avenue as it appears in the recorded plat of Canby Acres, 580.00 feet to the west line of that tract of land conveyed to Earl Oliver and Sabina Oliver by Deed recorded May 22, 1950, in Book 431, page 437, Deed Records; thence North along the west line of said Oliver tract, 140.00 feet, more or less, to the northwest corner thereof; thence East along the northerly line of said Oliver tract, 579.50 feet to the place of beginning.

PARCEL V:

Part of the southeast one-quarter of the northeast one-quarter of Section 32, Township 3 South, Range 1 East, of the W.M., described as follows:

Beginning at the northeast corner of Lot 6, Oliver Addition No. 6; thence North $89^{\circ} 39'$ East, 59.21 feet to the east line of a tract of land conveyed to Earl Oliver, et ux, by Warranty Deed recorded December 4, 1961, in Book 596, page 3, Deed Records; thence South $0^{\circ} 09'$ West along the east line of said Oliver tract to the north line of Lot 1, Block 3, Oliver Addition No. 8; thence West along the north line of said Lot 1 to the east line of Lot 6, Oliver Addition No. 5; thence North along the east line of Lots 6 and 7, Oliver Addition No. 5, to the northeast corner of said Lot 7; thence West along the north line of said Lot 7, a distance of 10 feet to the southeast corner of the plat of Oliver Addition No. 6; thence North along the east line of said Oliver Addition No. 6, a distance of 560.73 feet to the place of beginning.

PARCEL VI:

Beginning at the most easterly southeast corner of the Champing Pendleton D.L.C. No. 58, in Township 3 South, Range 1 East, of the W.M.; thence South $89^{\circ} 39'$ West along the south boundary of said claim, 1332.55 feet to the southeast corner of that certain tract conveyed to John P. Tatone, et ux, by deed recorded April 25, 1935, in Book 227, page 162, Deed Records; thence North 559.02 feet to an iron pipe at the northeast corner of said Tatone tract; thence North $89^{\circ} 39'$ East along the north boundary of the land conveyed to Arndt Boe by deed recorded in Book 102, page 116, Deed Records to a stone 20 x 6 x 4 inches marked "X" on top, set on the west boundary of the tract conveyed to J. Lee Eckerson by deed recorded January 19, 1921, in Book 161, page 387, Deed Records; thence South 5.05 chains to the southwest corner of the tract conveyed to Peter Kyllö by deed recorded September 2, 1923, in Book 172, page 229, Deed Records; thence North $89^{\circ} 39'$ East, 10.90 chains to the east boundary of claim; thence South along the east boundary 3.42 chains to the place of beginning.

ALSO beginning at the northeast corner of the Wesley Joslin D.L.C. in Section 33, Township 3 South, Range 1 East, of the W.M.; thence West 80 rods; thence South 20 rods; thence East 40 rods; thence North 310 feet; thence East 40 rods to the east line of said claim; thence North 20 feet to the place of beginning.

EXCEPT that portion lying east of the west line of Lot 6, Eastwood Annex No. 2 extended South.

ALSO EXCEPT those portions within the boundaries of Eastwood Estates, Eastwood Estates Annex No. 1 and Eastwood Estates Annex.

PARCEL VII:

Part of the Champing Pendleton D.L.C. No. 58, in Township 3 South, Range 1 East, of the W.M., described as follows:

Beginning at a point 8.47 chains North and 10.90 chains South $89^{\circ} 29'$ West from the most easterly southeast corner of the Champing Pendleton D.L.C.; thence continuing South $89^{\circ} 29'$ West, 5.45 chains to the southeast corner of that tract conveyed to Earl Oliver and wife by Deed recorded November 16, 1951 in Book 450, page 696, Deed Records; thence Northwesterly along the easterly line of said Oliver tract and an extension thereof, 9.03 chains to the center of the Territorial Road; thence North $79^{\circ} 15'$ East along the center of said road, 7.52 chains to a point due North of the point of beginning; thence South 10.4 chains to the point of beginning.

EXCEPT the following described tract:

Part of the Champing Pendleton D.L.C. No. 58, Township 3 South, Range 1 East, of the W.M., in the City of Canby, described as follows:

Beginning at a point 8.47 chains North and 10.90 chains South 89° 29' West from the most easterly southeast corner of the Champing Pendleton D.L.C.; thence continuing South 89° 29' West 5.45 chains to the southeast corner of that tract conveyed to Earl Oliver and wife by Deed recorded November 16, 1951 in Book 450, page 696, Deed Records; thence Northwesterly along the course of the easterly line of said Oliver tract to a point which is 320 feet 6 inches Southeasterly from the northeasterly line of Territorial Road measured along said easterly course and which is the true point of beginning; thence continuing Northwesterly on said westerly course to the center of the Territorial Road; thence North 79° 15' East along the center of said road 140 feet; thence Southeasterly parallel with said westerly course to a point North 79° 15' East of the true point of beginning; thence South 79° 15' West to the true point of beginning.

2KRMT, INC. LEGAL DESCRIPTION
FEE NUMBER 2006-070258
CLACKAMAS COUNTY, OREGON

LEGAL DESCRIPTION

Part of the Champing Pendleton Donation Land Claim No. 58, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point 8.47 chains North and 10.90 chains South 89°29' West from the most Easterly Southeast corner of said Pendleton Donation Land Claim; thence continuing South 89°29' West 5.45 chains to the Southeast corner of that tract conveyed to Earl Oliver, et ux, by Deed recorded November 16, 1951, in Book 450, Page 696, Clackamas County Deed Records; thence Northwesterly along the Easterly line of said Oliver Tract to a point which is 320 feet 6 inches Southeasterly from the Northeasterly line of Territorial Road, when measured along said Easterly line and the true point of beginning; thence continuing Northwesterly on said Easterly line to the center of the Territorial Road; thence North 79°15' East along the center of said road, 140 feet; thence Southeasterly, parallel with said Easterly line to a point North 79°15' East of the true point of beginning; thence South 79°15' West to the true point of beginning.

11

Northwood Estates

December 28, 2009

Ms. Melissa Hardy, Associate Planner
Canby Planning Department
170 NW 2nd Avenue
P.O. Box 930
Canby, OR 97013

**RE: NORTHWOOD ESTATES MASTER PLAN
REQUEST FOR EXTENSION OF APPROVAL**

Dear Ms. Hardy:

In accordance with the condition of the Northwood Estates Development Agreement, this letter is to request the Commission's approval for a one year extension of the Master Plan and Development Agreement for development of the remaining phases 2, 3 and 4 to the Northwood Estates Subdivision.

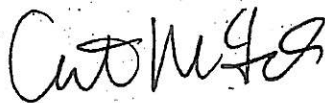
Our request is to extend the commitments and conditions of approval contained in the Master Plan as approved by the Canby Planning Commission in SUB 05-12, and the Development Agreement executed on January 24, 2007, and recorded January 26, 2007 in Clackamas County Fee Number 2007-007387.

This letter is submitted on behalf of the Northwood Investments, a partnership who owns title to all remaining undeveloped land in Phases 2, 3 and 4, and 2KRMT, INC, our development corporation who owns all remaining lots in Phase 1. The principals for both Northwood Investments and 2KRMT, INC are the same.

I have attached a PDF of the development master plan. If you have questions or need anything additional, please let us know.

Very truly yours,

NORTHWOOD INVESTMENTS



Curt J. McLeod, Partner

cc: Mr. Dwayne Barnes
enclosure



2KRMT, Inc. • 1127 NW 12th Avenue • Canby, Oregon 97013 • (503) 266-9542
Lyle Reed, President • Ronald G. Tatone • Dr. Lynn Kadwell • Fred Kahut • Curt McLeod

ATTACHMENT B



SCALE 1"=100'

SUBDIVISION EASEMENTS
12' P.U.E. ALONG ALL PUBLIC STREET FRONTAGE
6' P.U.E. ALONG ALL SIDE AND REAR LOT LINES
EXCEPT 10' P.U.E. ALONG LOT LINES WHERE THEY
ABUT UNDEVELOPED LAND

LEGEND
--- PROPOSED LOT LINES & RIGHT-OF-WAY
- - - BOUNDARY LINE
- - - CENTER LINE
- - - PHASE LINE
- - - EASEMENT LINE
* LOTS MUST COMPLY WITH
INFLR REQUIREMENTS OR
CC&R HEIGHT LIMITATIONS.



CATHOLIC CHURCH

NORTHWOOD ESTATES, CANBY OR.
CONCEPTUAL DEVELOPMENT PLAN
CANBY OR.
DECEMBER 29, 2005

CURRAN-McEOD, INC.
CONSULTING ENGINEERS

6655 SW HAMPTON ST. SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684-3478

DATE	DEC.2005	
PREPARED BY	1391	2
CHECKED BY	CJM	OF
DESIGNED BY	AWK	10
DATE	06/13/91	
PROJECT	CONCEPT	

ATTACHMENT C

MINUTES
CANBY PLANNING COMMISSION
7:00 PM – December 14, 2009
City Council Chambers – 155 NW 2nd Avenue

PRESENT: Chair Dan Ewert, Vice Chair Jan Milne, Commissioners Sean Joyce, Chuck Kocher, Misty Slagle and Jared Taylor

ABSENT: None

STAFF: Bryan Brown, Planning Director; Melissa Hardy, Associate Planner; and Jill Thorn, Planning Staff

OTHERS PRESENT: Jason Bristol, City Councilor/ Planning Commission Liaison Brian Hodson

1. CALL TO ORDER

2. CITIZEN INPUT **None**

3. PUBLIC HEARINGS

a. Text Amendment – Changing the “Infill Homes” definition so that infill standards only apply to development in the R-1 (low Density Residential) and R-1.5 (Medium Density Residential) zoning districts, and not apply in the R-2 (High Density Residential) zoning district. – TA 09-03.

Chair Ewert read the public hearing format. When asked if any Commissioner had a conflict of interest, none was expressed. When asked if any Commissioner had ex-parte contact, none was stated. No questions were asked of the Commissioners.

Melissa Hardy, Associate Planner presented the December 14, 2009 staff report for the record.

There were no questions for staff.

Jason Bristol – Mr. Bristol said he originally brought this issue to the attention of the Commission and spoke to the benefits of the amendment creating more opportunities for high density and affordable housing. He felt it would help with re-development of blighted areas. He said the infill standards are almost impossible to achieve in the R-2 zone, because they conflict with R-2 density standards, and result in much smaller dwelling units and not as high of quality of development.

Applicant: **None**

Proponents: **None**

Opponents: **None**

Neutral: **None**

Rebuttal: **None**

Chair Ewert closed the public hearing.

Commissioner Milne said it's important to note this item wasn't something the Planning staff or Commission just came up with, but it is an issue that was identified by Mr. Bristol, a developer who wants to redevelop blighted areas, and has been the subject of lots of discussion by the Commission in work sessions. She said the approval criteria are met and there is a public need for this amendment.

Commissioner Joyce said it will lead to fewer variance requests, is more in line with the density goals, and will eliminate developers having to use "creative" architecture in order to squeeze required dwelling units into tight building envelopes.

Commissioner Ewert said this is a housekeeping amendment.

Commissioner Joyce moved that the Planning Commission recommend that the City Council approve TA 09-03, based on the record of the December 14, 2009 Planning Commission public hearing and the findings in the December 14, 2009 Planning Commission staff report. It was seconded by Commissioner Taylor. The motion passed 6-0.

4. NEW BUSINESS **None**

5. FINAL DECISIONS **ANN 09-01 – Beck** – Commissioner Slagle moved to approve the Findings, Conclusions and Order for ANN 09-01. It was seconded by Commissioner Taylor. The motion passed 6-0.

6. MINUTES

November 23, 2009 - Commissioner Milne moved to approve minutes of November 23, 2009 as presented. Motion seconded by Commissioner Kocher and passed 6-0.

7. ITEMS OF INTEREST FROM STAFF Bryan Brown, Planning Director, gave a brief update on the Transportation System Plan update project, and modeling software that is being used to help make decisions for the plan.

8. ITEMS OF INTEREST/GUIDANCE FROM PLANNING COMMISSION **None**

9. ADJOURNMENT