

**AGREEMENT FOR SPECIFIC OPERATING
AND DESIGN MEASURES AT LAURELHURST VILLAGE**

AMONG: Laurelhurst Village Village, LLC
AND: Sunnyside Neighborhood Association

RECITALS:

- A. Chevalier Portland Laurelhurst, LLC (“Laurelhurst Village”) has applied for amendments to a Conditional Use Master Plan for the former Mt. St Joseph’s retirement facility.
- B. The Sunnyside Neighborhood Association (“SNA”) and others have expressed concerns with various operations and design aspects of the amendments.
- C. The parties have met to resolve the issues, and have agreed to the following points:

AGREEMENT:

Laurelhurst Village agrees:

- 1. All lighting will be shielded and will not shine directly onto the adjacent properties.
- 2. Noise from the HVAC and mechanical systems shall be limited as follows:

From 7:00 a.m. to 10:00 p.m.	55db
From 10:00 p.m. to 7:00 a.m.	50 db

Noise shall be measured at the property line per Title 1B of the Portland City Code. Laurelhurst Village received a variance from the City of Portland to test its Emergency Generator in order for the facility to comply with State of Oregon Life Safety Code. (2014-121760-000-00-NV). The Generator will not be subject to this restriction in terms of compliance nor in emergency situations.

- 3. The areas to the southeast and south of Building A designated in Exhibit J-3 of the Staff Report as “community garden,” be used as community garden and that those areas will remain community garden. “Community garden” means that neighbors as well as residents of LV will be able to have plots as available and that management of the community garden will be governed by a Good Neighbor Agreement. The Community Gardens is currently being managed by the City of Portland Parks department.

4. Laurelhurst Village will, prior to applying for building permits for the new memory care building the property will apply for an adjustment for the setback on SE 30th. The trees along this street are in poor health and planned to be removed. Trees to be removed will be replaced on site as per the City of Portland Tree Standards
5. Laurelhurst Village will protect all trees as possible, however many are in poor health or may be diseased. All trees that are removed will be replaced per the City of Portland Tree Standards.
6. Laurelhurst Village agrees to place and maintain reasonable signage limiting vehicles from backing onto or off of SE Stark Street. At times it will be necessary for trucks to pull in and back out. Deliveries will be less frequent with the new proposed loading area and new kitchen that will service the new development and the existing ICF care building.
7. The truck loading dock and trash collection areas that will be accessed from the service road off 30th Avenue will not be in sight of any of the houses or apartments along 30th Avenue. Noise impacts will comply with Title 18 of the Portland City Code. All Trash Enclosures on the property will be maintained to keep it screened from the street.
8. Laurelhurst Village will attempt to schedule garbage collection, trash compaction, and truck deliveries only between the hours of 8 am and 4 pm. However due to safety issues the trucking and trash companies face during commute and work hours, this time may need be adjusted in the future. Please note, City trash hours are from 6am – 5pm. The property will work to maintain the later delivery and hauling times, but it may be necessary to move to an earlier time. If as such, the property will work to keep trash pick up no earlier than 6:30am.
9. The community room will be available for neighborhood association meetings, and meetings held by other local public, nonprofit and charitable organizations, and events but will not be made available for general public use, or offered for rent or use by the general public.
10. Laurelhurst Village, the operator and the Neighbors shall work together through an open dialog to mitigate and address any design or negative impacts to the neighborhoods. Laurelhurst Village will meet with the Sunnyside Neighborhood Association at a minimum of one (1) time per year to give an update on activities and discuss issues occurring in the immediate

neighborhood and on the property. Should additional meetings be needed, they can be scheduled.

11. Laurelhurst Village is planning 116 on-site parking space of which 14 will be designated for visitors and guests. Laurelhurst Village will instruct all employees, visitors, contractors and specialists to not park in front or adjacent to any neighbor's property. Street parking will be only in front or adjacent to the Laurelhurst Village property. Laurelhurst Village will work with neighbors to mitigate and resolve parking issues.

Laurelhurst Village and neighbors shall work together through open dialog and meeting directly with neighbors when necessary to mitigate transportation or parking issues. If needed, Laurelhurst Village will meet with the Sunnyside Association to discuss or resolve issues.

13. Laurelhurst Village will request that terms 1 through 13 herein be imposed as conditions of approval of the Master Plan Amendment, although the parties recognize that the City is not bound by the request.

Sunnyside Neighborhood Association and Agrees:

14. Not to file any appeal of any decision by the City Hearings officer unless such decision renders it impossible to conform to the terms of this agreement.
15. It shall be a condition precedent to this agreement that Laurelhurst Village shall obtain approval of 2015 279171-000 LU. That the conditions of approval are not inconsistent with this agreement, and that such approval not be appealed to the Portland City Council. In the event any final condition of approval is inconsistent with this agreement, the condition of approval shall govern.

Chevalier Portland Laurelhurst, LLC

Sunnyside Neighborhood Association

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Dates: _____