

# LAND USE APPLICATION



## APPLICATION FOR:

### Permits

- Fence Permit
- Sign Permit
- Mechanical Permit

### Land Division

- Subdivision
- Partition x2

Site Design Review

Other: Master Planned Development

### Comprehensive Plan Amendment

- Text
- Map

Property Line Adjustment

Conditional Use

### Zoning Ordinance Amendment

- Text
- Map

Variance

Zoning Checklist Review

### Applicant:

Name Dave Cady

Address 1905 NW 169th Place, Suite 102

City Beaverton

State Oregon Zip 97006

Phone 503-516-7615

Fax \_\_\_\_\_

Email dcady@dwhomes.com

### Property Description:

Site Address 42580 NW Cedar Canyon Rd, Banks OR

Map & Tax Lot # 2N4360000600, 2N331BC05200

(Please attach legal description)

Total Acres or Square Feet: 30.5 acres (19.11 ac for Master Planned Dev/ Subdivision)

Acres \_\_\_\_\_ Sq. Feet \_\_\_\_\_

Applicant Representative: Pacific Community Design Email: peyton@pacific-community.com Phone: 503-941-9484  
Address: 12564 SW Main St, Tigard OR 97233

### Property Owner:

Name Wolverine Financial, LLC (c/o Robert Bobosky)

Address 6770 SW Canyon Dr.

City Portland

State Oregon Zip 97225

Phone 503-292-8261

Fax \_\_\_\_\_

Email r.bobosky@comcast.net

### Property Use Description:

Existing Land Use Residential and farmland

Existing Zoning MDR- High, MU, HDR, I

Proposed Zoning (if applicable) MDR- Low, MU, HDR, I

Proposed Use Residential

**Property Owner:** Lone Oak Land & Investment Company, LLC (c/o Marty Cropp)

34059 NW Mountaindale Rd. North Plains, Oregon 97133

Phone: 503-222-7258

**Additional Information:**

In order to expedite and complete the processing of this application, the Planning Division requires that all pertinent material required for review be submitted at the time application is made. If the application is found to be incomplete, review and processing of the request will not begin until the application is made complete. The submittal requirements relative to this application may be obtained from the specific sections of the Zoning or Land Division Ordinances pertaining to this application and from Planning Division staff. Pre-application conferences with Planning Division staff are encouraged. If there are any questions as to submittal requirements, contact the Planning Division prior to formal submission of the application. In submitting this application, the applicant should be prepared to give evidence and information which will justify the request. *The filing fee must be paid at the time of submission. This fee in no way assures approval of the application and is non-refundable.*

I certify that the statements made in this application are complete and true to the best of my knowledge. I understand that any false statements may result in denial of this application.

I agree to pay the actual administrative, professional, personnel and material costs incurred by the City for expenses, staff time and contract consultants to review and process my land use application, including the cost of public notices and the actual professional service costs of the City's contract consultants, such as the City Planner, City Engineer and City Attorney as may be necessary for to review my application. The application fees that I pay will be used as a deposit for these costs. When the application process is complete, the City will reimburse any over-payment, or I will be responsible for and hereby agree to pay any under-payment.

I further understand and acknowledge that full payment of the City's actual review costs pursuant to this Agreement is a prerequisite to the City's issuance or approval of any permits. The City shall not be under any obligation to take final action on my application until all amounts that have been billed to me are paid in full. I, by signing this Agreement, specifically waive the 120-day deadline for the City's final action on the land use application, as provided by ORS 227.178, due to any delay caused by my failure to pay any bills presented to me under this Agreement.

I hereby agree to pay the bills presented by the City for the City's actual costs incurred to review and process my application. I shall pay these bills within 30 days of presentment, and any amounts not so paid within 30 days shall accrue interest at the rate of 9% per annum from the date of presentment until paid. In any action the City may bring to collect fees due and billed under to this Agreement, including litigation and any appeal there from, the prevailing party shall be entitled to reimbursement by the losing party for all costs reasonably incurred as part of any such collection action, including attorney fees, service costs, and fees and costs on appeal.

Applicants Signature *Dave Cady* Date 12/29/2023  
DocuSigned by: 3C0B2FCFF30049

Property Owner's Signature *Robert Bobosky* Date 1/18/2024  
DocuSigned by: 27859FC826014C6...

Property Owner's Signature *Marty Cropp* Date 1/2/2024  
DocuSigned by: 4F35E54303DB450...

|                   |            |                          |
|-------------------|------------|--------------------------|
| For Office Use:   |            |                          |
| Received by _____ | Date _____ | Receipt Number _____     |
| Fee Paid _____    | Date _____ | Application Number _____ |
|                   |            | File Number _____        |