

July 11, 2025

MEMORANDUM

TO: Ty Wyman, Attorney at Law
FROM: Peter Finley Fry
RE: Springdale Fire Station

You asked me to verify that:

- Corbett Fire undertook use of Springdale Fire Station in compliance with land use laws then in effect for the site; and
- The site improvements described in Exhibit G.2 of County File No. T3-2024-0007 are of no greater impact on the neighborhood than existing development.

Nature and Extent of Existing Use. The property was developed in 1968 according to the county's tax assessment. Staff report, p. 7. Corbett Fire took occupancy of the developed property in 1976 after acquisition of the property (attached sale agreement) and has used the site continuously as a fire station. Multnomah County issued in 1988 a permit (County File No. MC-445). Staff report, p. 7. In my experience, it would have done only with evidence that use of the site was lawful and active.

The County amended the Comprehensive Plan in 2016 to apply the mandate now set forth at MCC 39.6235, that all stormwater runoff remain less than what was existing prior to development. Having been occupied before that year, the current site development does not treat or detain stormwater to the extent required by the current code.

The proposed project, depicted and described in Exhibit G.2, will treat and detain all runoff from the new impervious area. The proposal mitigates the non-conforming situation through constructing a building and landscape improvements where there is now an impervious parking surface. Storm water that accumulates on a roof top or in landscaping is far less dirty than storm water on a parking lot. The building allows the water to be trapped on the roof and not the parking lot's surface. The roof's drainage system constrains the water flow where it is not now contained.

Impact on the Neighborhood - the Application avoids any material expansion in use intensity or function, will not generate any new adverse impacts, and results in environmental benefit through reduced runoff and site disturbance.

Specifically, the proposed improvements will have no greater adverse impact on the surrounding neighborhood than the existing development. The site will continue to function as an unstaffed emergency response facility, consistent with its historical use. No staff quarters or expansion of service area is proposed. As the County staff report affirms, the project will not generate new traffic, noise, or operational changes that would affect nearby properties.

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Exhibit H.3

The project replaces outdated infrastructure with safer, code-compliant facilities and introduces environmental improvements that significantly mitigate the site's existing nonconforming conditions. Notably, the current site lacks any stormwater detention, and much of the surface is impervious pavement. The proposed project removes impervious asphalt and replaces it with new structures and landscaped areas designed to capture, detain, and treat runoff, thereby improving water quality and reducing discharge volumes. As I explain above, stormwater from building rooftops and landscaped areas is cleaner and more easily managed than runoff from asphalt surfaces. This change reduces environmental impacts and represents a material improvement in site function.

Additionally, the proposed buildings are sited and scaled to fit within the existing development envelope. As the staff report confirms, setbacks, height, and coverage comply with applicable zoning standards. The design of the project respects neighborhood character and avoids any new adverse visual or spatial impacts.

In summary, the proposed redevelopment maintains the established use of the site, eliminates existing deficiencies in stormwater and safety compliance, and results in tangible environmental and operational benefits. Based on my professional judgment, supported by the County's findings, the proposal will not result in any greater adverse impacts on the neighborhood.

BOOK 1152 PAGE 1416

CONTRACT OF SALE

THIS CONTRACT, made and entered into, in duplicate, this 25th day of July, 1975, by and between BOB L. SCOTT and NEVALIN SCOTT, husband and wife, hereinafter called the SELLER, and MULTNOMAH COUNTY R.F.P.D. NO. 14, a municipal corporation organized under the laws of the State of Oregon, hereinafter called the BUYER,

WITNESSETH:

1. In consideration of the covenants and agreements herein contained, the SELLERS agree to sell and the BUYER agrees to purchase those certain premises situated in the County of Multnomah and State of Oregon described as follows:

That portion of Section 32, Township 1 North, Range 4 East, Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the South line of Section 32, which point lies 1485 feet East of the one-quarter corner on the South line of said Section 32; thence East along the South line of Section 32, 120 feet to a point; thence North parallel with the East line of Section 32, 200 feet to a point; thence West 120 feet parallel to the South line of Section 32; thence South 200 feet to the point of beginning, in the County of Multnomah and State of Oregon.

SUBJECT TO: The rights of the public in and to that portion of the above property lying within the limits of roads and highways.

SUBJECT TO: An easement created by instrument, including the terms and provisions thereof, dated July 28, 1953, recorded September 3, 1953, Book 1619, Page 458, in favor of Portland General Electric Company, for electrical lines over (exact route not disclosed.)

SUBJECT TO: Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$14,500.00, dated January 16, 1973, recorded January 24, 1973, Book 906, Page 787, Bob L. Scott and Nevalin Scott, husband and wife, Mortgagors, and Oregon Trail Savings and Loan Association, an Oregon corporation, Mortgagee. (Includes other property.)
(In the event Sellers herein fail to make any of the payments on the aforesaid mortgage, then the Buyer herein may make said payments and credit them against the payments coming due under this contract.)

for the sum of \$30,000.00, payable as follows: \$10,100.00 upon the execution of this agreement, the receipt of which is hereby acknowledged, and the balance of \$19,900.00 to be payable as follows:

(a) \$5,892.00, plus interest at -10- percent per annum from the date hereof, shall be due and payable January 1, 1976; \$14,008.00 to be payable at the rate of not less than \$181.26 per month, including interest at -9½- percent per annum on the deferred balance, beginning the 25th day of July, 1975, and thereafter on the 25th day of each month until the entire amount of principal and interest shall have been paid.