

Winkler Development Corporation
210 SW 6th Ave Ste 600
Portland, OR 97204

City of Troutdale Planning Division
104 SE Kibling Avenue
Troutdale, OR
97060

Brad Davis Properties
10800 SE Eastmont Drive
Gresham, OR
97080

Ridge Investments
DA Grey , LTD
_____ Realtor

_____ Realtor

_____ Title Insurance Company

Dear Gentlepersons:

I bought my house at _____ in July, 2005. In December, 2005 I received notice of the imminent construction of Tyson's Condominiums on property adjacent to mine.

I bought my house because of its view of The Columbia River Gorge. Tyson's Condominiums would eliminate my view.

No one representing any of you addressees disclosed to me that the adjacent land was about to house construction which would obliterate the view for which my house was praised in the advertising which led me to buy it.

Most all of you knew or should have known well prior to my final signing of the contract of sale that Tyson's was in the offing. It had been so, publicly, for nearly four years, dating from the City approved lot-line adjustment to the south side of my property. That was done, so that the owners of the property could develop it with a driveway onto SW 10th Street, or they could market the property as developable in that way.

Our development, Sedona Park, is one of 53 single-family residences. By "taking" that piece of land on the south side of what was to become my property, also "taken", albeit in the future, was the view, which I now enjoy. Yet no disclosure was made, even by The City, which should at least have "signed" the property, such that future buyers and extant neighbors would know of "potential future development". The City did nothing.

In the research done by both realtors and the title company, ample evidence was or should have been discovered, such that I was informed of the potential for future development. Actually, by last July it was “more” than a potential development. Yet no one said a word.

Please reference ORS92.010, “definitions”. *Partition Land* – “...means (7)(b) ... adjustment of a property line by relocation of a common boundary where an additional unit of land is not created and where the existing unit of land reduced in size by the adjustment complies with any applicable zoning ordinance...”. *Negotiate* – “...means any activity preliminary to the execution of a binding agreement for the sale of land in a subdivision or a partition (see above re: definition of partition) including but not limited to advertising, solicitation and promotion of the sale of such land...”; please see Brad Davis Properties advertising Tyson’s online...for the past several months. Finally, *ROAD* – “...means...a public or private way that is created to provide ingress or egress for persons to one or more lots, parcels, areas or tracts of land...”.

My contention, with regard to all of the foregoing, is that either Winkler Development or the person or company he sold the land upon which DA Grey , LTD plans to build Tyson’s, in buying part of what would become “my” land, part of Sedona Park, either (1) thereby became a quiet participant in the covenants and restrictions which make Sedona Park what it is, and (2) thereby should have “signed” the land, or otherwise informed all nearby what was/is intended. Further, somehow Brad Davis Properties is associated with one or more of the above-mentioned parties and should in no way have commenced to advertise the sale of condominiums which have not yet formally been “permitted” by The City of Troutdale. Or have they? If not, why would Brad Davis Properties be so assured of the development’s completion as to “negotiate” for the sale (see above definition of negotiate? And where The City of Troutdale is concerned, given all I have stated above, I contend that (1) they should have signed the land at least whereon the property-line adjustment was permitted and made, saying “SITE OF POTENTIAL FUTURE DEVELOPMENT”. Had they done so , I would not have bought, and (2) since it can be argued that developers bought into Sedona Park as per the above, The City in some way, knowing that Sedona Park is a development of single family residences, should have “noticed” those homeowners, at least of the property-line adjustment, particularly when The City has since admitted to knowing the reasons behind the adjustment, that is, to develop the land with condominiums.

Next, please reference ORS 92.465 wherein fraud and deceit are prohibited: “...No person shall in connection with the offer, sale, or lease of any lot, parcel, or interest in a real estate subdivision or ...partition, directly or indirectly (1) employ any device, scheme, or artifice to defraud; (2) make any untrue statement of a material fact or fail to state a material fact..., (3) engage in any act, practice or course of business which operates...as a ...deception upon any person...”. Without further pointing my finger, I do not need to explain how this paragraph amplifies what I have said previous to it. All parties are guilty, it seems clear to me.

I believe and have been so advised that there is little doubt that insufficient *notice* was given to me prior to my home purchase of the development of Tyson's Condominiums, which it has become clear now has been in the planning stages for some years, quietly. Whether complicity is involved as among one or more or all of the addressees I can only guess. What I do know is that I stand to lose the single most-valuable asset I own, my home, inasmuch as it will be unmarketable, if Tyson's are built, obliterating the view which now exists. Therefore, I ask that each of you addressees give this notice to your errors and omissions insurance carriers, your professional malpractice insurers, and/or your professional liability carriers, requesting that a representative from each contact me well before The City of Troutdale Planning Division's scheduled Phase III hearing on project here discussed.

Sincerely,

Michelle _____
Address
Phone #s