

ORDINANCE NO. NS -2356

AN ORDINANCE ANNEXING APPROXIMATELY 40 ACRES OF LAND IN THE WEST UGB EXPANSION MASTER PLAN AREA 4, FOR THE SHEVLIN WEST MASTER PLANNED DEVELOPMENT.

Findings:

- A. Bend Development Code Section 4.9.400A.1 provides for annexation of real property to cities when 100 percent of the property owners and a majority of electors, if any, registered in the territory proposed to be annexed consent to the annexation.
- B. The City received an application for annexation of the territory shown on Exhibit A and described in Exhibit B (the "Area").
- C. One hundred percent of property owners within the Area have filed a statement of consent to this annexation.
- D. There are no registered electors within the Area.
- E. Public notice for the City Council hearing was provided in accordance with the requirements of BDC 4.9.300.A.3, and BDC 4.1.423-4.1.425. On November 18, 2019, notice was mailed by the Planning Division to surrounding owners of record of property within 250 feet of the subject properties, and to the Summit West and Century West Neighborhood Association representatives. Notice was also posted in four public places on November 18, 2019, and posted in The Bulletin on November 16, 2019 and November 23, 2019. On November 22, 2019, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at two locations, visible from adjacent rights of way.
- F. The City Council held a public hearing on December 4, 2019 to enable the public to appear and be heard on the question of annexation.
- G. The Area is contiguous to the City limits of the City of Bend along the east and north boundaries of the properties.
- H. The applicant has entered into a Development Agreement with the City for the provision of all public facilities to serve the site with urban uses (PZ 18-0696).

Based on these findings, THE CITY OF BEND ORDAINS AS FOLLOWS:

Section 1. The territory containing approximately 40 acres of land as described in Exhibit A and depicted in Exhibit B, is annexed to the City of Bend.

Section 2. In addition to the findings set forth above, the City Council adopts

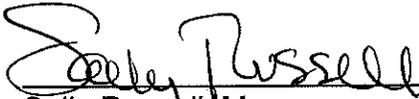
and incorporates the findings in Exhibit D.

Section 3. On the date the annexation becomes effective, the UA District will cease to apply and the zoning map will be automatically updated with the zoning district that implements the underlying Comprehensive Plan map designation, in accordance with the Shevlin West Master Planned Development and BDC 4.9.700 *Zoning of Annexed Areas.*

First Reading: December 4, 2019

Second reading and adoption by roll call vote: December 18, 2019

YES: Sally Russell, Mayor NO: none
Bruce Abernethy
Barb Campbell
Bill Moseley
Justin Livingston
Gena Goodman-Campbell
Chris Piper



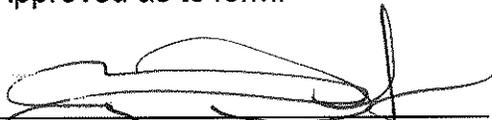
Sally Russell, Mayor

Attest:



Robyn Christie, City Recorder

Approved as to form:



Mary A. Winters, City Attorney

EXHIBIT A

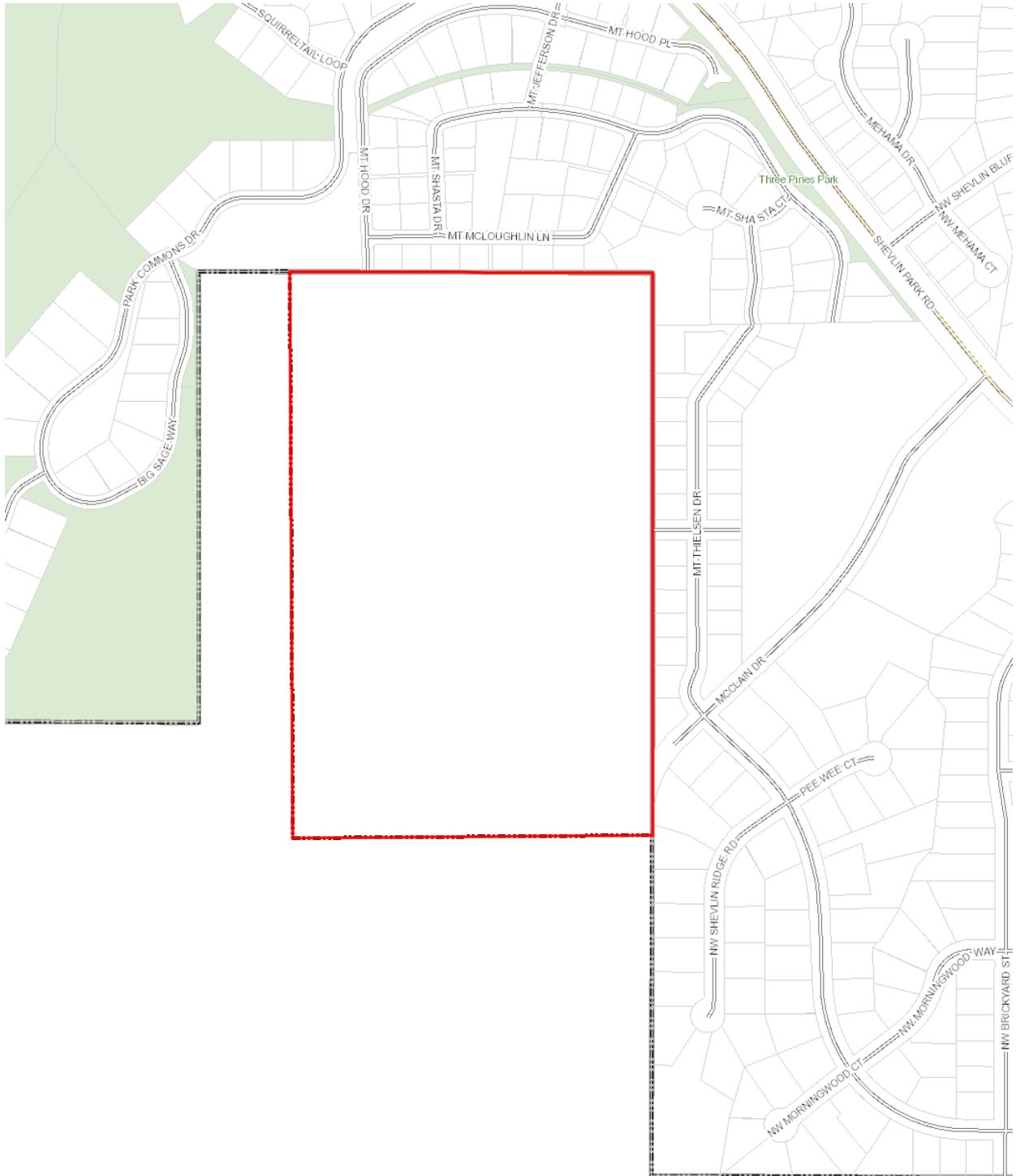


EXHIBIT B

LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 17 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST 1/16 CORNER OF SECTION 26;

THENCE SOUTH 00°03'25" WEST 1319.56 FEET TO THE CENTER-EAST 1/16 CORNER OF SECTION 26;

THENCE ALONG THE EAST LINE OF THE NW 1/4 SE 1/4 OF SECTION 26, SOUTH 00°13'35" WEST 321.05 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 89°38'01" WEST 1054.01 FEET;

THENCE NORTH 00°13'59" WEST 1652.37 FEET TO A POINT ON THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 26;

THENCE ALONG SAID NORTH LINE, SOUTH 89°43'49" EAST 1063.30 FEET TO THE POINT OF BEGINNING;

CONTAINS 40.03 ACRES, MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEWS: JUN. 30, 2019

RECORDING COVER SHEET (Please print or type)
This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234



\$528.00

11/16/2018 10:15 AM

D-AG Cnt=1 Stn=2 AS
\$440.00 \$11.00 \$61.00 \$10.00 \$6.00

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

City of Bend, CDD
Attn: Amy Barry
710 NW Wall Street
Bend, OR 97703

1. TITLE(S) OF THE TRANSACTION(S) Infrastructure Development Agreement	ORS 205.234(1)(a)
2. DIRECT PARTY(IES) / GRANTOR(S) NWX2 LLC	ORS 205.234(1)(b)
CCCC LLC	
ERMK LLC	
Kyle Coats	
Rio Lobo Investments LLC	
Anderson Ranch Holding Company, LLC	
Administrative School District No. 1, Deschutes County	
3. INDIRECT PARTY(IES) / GRANTEE(S) City of Bend	ORS 205.234(1)(b)

**INFRASTRUCTURE DEVELOPMENT AGREEMENT TO SUPPORT URBAN AND
RURAL DEVELOPMENT IN THE WEST BEND AREA**

THIS INFRASTRUCTURE DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 17th day of October, 2018, by and between the **CITY OF BEND**, a municipal corporation of the State of Oregon (the "City"); **NWX2 LLC**, an Oregon limited liability company ("NWX2"); **CCCC LLC**, an Oregon limited liability company; **ERMK LLC**, an Oregon limited liability company; **Kyle Coats** (collectively "Coats"); **RIO LOBO INVESTMENTS, LLC**, an Oregon limited liability company ("Rio Lobo"); **ANDERSON RANCH HOLDING COMPANY, LLC**, an Oregon limited liability company ("Anderson Ranch"); and **ADMINISTRATIVE SCHOOL DISTRICT NO. 1, DESCHUTES COUNTY**, a public school district of the State of Oregon (the "District") (each a "Party" and, collectively, the "Parties") in accordance with ORS 94.504 through 94.528. The purpose of this Agreement is to provide for the timing, construction, and funding of infrastructure necessary to support urban development in the West and Shevlin urban growth boundary ("UGB") expansion areas approved by the City in 2016 and rural development on specified adjacent exception area lands in Deschutes County (the "Transect").

RECITALS

A. NWX2, Coats, Rio Lobo, and Anderson Ranch ("Owners") are the owners of all of the property located in the West and Shevlin UGB expansion areas and, except as noted in Recital C, Coats and Rio Lobo are owners of all the property in the Transect areas (see ownership map attached as Exhibit A) (the "Properties"). For the purpose of this Agreement, Owners include any successors in interest to all or a portion of the Properties during the term of this Agreement.

B. NWX2 is the legal owner of approximately 245 acres in the West UGB expansion area as described in the attached Exhibit B ("NWX2 Property"). The NWX2 Property is designated as Master Plan Area 1 under Chapter 11 of the Bend Comprehensive Plan ("BCP").

C. Coats is the legal owner of approximately 68 acres in the Shevlin UGB expansion area as described in the attached Exhibit C (the "Coats Property"). The Coats Property is designated as the Shevlin Master Plan Area under BCP Chapter 11. Coats also owns six acres within the existing city limits that are included as part of the "Coats Property" for the purposes of determining the impact of development on the infrastructure systems under this Agreement. Coats is also the legal owner of approximately 346 acres in the Transect area as described in the attached Exhibit D. The District, holding title as Bend School District No. 1, is the legal owner of 32 acres in the Transect area as described in the attached Exhibit E (the "District Property") (collectively, "Transect North"). The District is a party to this Agreement for the limited purpose of authorizing the District Property to be included in the determination of the vehicular transportation impacts generated by development of all the Properties for the allocation of PM peak hour vehicular trips among the Properties, and for enforcement of the provisions of this Agreement if, and when, the District submits a land use application for an elementary school located on the Coats Property. The District has no construction obligations, financial obligations, or rights to vested entitlements, including transportation trips under this Agreement, provided, however, that if the District acquires a portion of the Coats Property for an elementary school, it will be allocated vested entitlements, including transportation trips under this Agreement.

D. Rio Lobo is the legal owner of two tracts of land in the West UGB expansion area. The first tract is approximately 31 acres and is described in the attached Exhibit F ("Rio Lobo Tract 1"). The second tract is approximately 40 acres and is described in the attached Exhibit G ("Rio Lobo Tract 2"). Rio Lobo is also the legal owner of approximately 304 acres in the Transect area described in the attached Exhibit H ("Transect South"). Rio Lobo Tract 1 is designated as Master Plan Area 3 under BCP Chapter 11. Rio Lobo Tract 2 is designated as Master Plan Area 4 under BCP Chapter 11.

E. Anderson Ranch is the legal owner of approximately 28 acres in the West UGB expansion area as described in the attached Exhibit I (the "Anderson Ranch Property"). The Anderson Ranch Property is designated as Master Plan Area 2 under BCP Chapter 11.

F. For purposes of this Agreement, "Infrastructure Improvements" means sewer, water, and vehicular transportation facilities and infrastructure improvements off-site or adjacent to the Properties.

G. Given the master plan requirements of BCP Chapter 11, the small number of Owners, and the collective impacts of the development of the Properties on adjacent and area infrastructure, the Parties agree that the costs and timing of the required Infrastructure Improvements should be determined and allocated as part of this Agreement in a comprehensive, collective, and equitable manner.

H. The Transect North and Transect South properties are outside the City's UGB, and are not subject to the City's land use jurisdiction. Coats and Rio Lobo agree and intend that this Agreement and its terms and conditions are binding on them and

have the force of contract as to the Transect North and Transect South properties. The Agreement will be binding as to the Transect North and Transect South properties when the Agreement becomes final, including resolution of any appeals.

AGREEMENT

In consideration of the mutual promises and performance obligations of each Party set out in this Agreement, the Parties hereby agree to the following terms and conditions.

1. Effective Date and Term of Agreement (ORS 94.504(2)(a); ORS 94.504(6)).

This Agreement shall be effective upon both the: (a) adoption of an ordinance by the City approving this Agreement in accordance with ORS 94.508; and (b) execution of this Agreement by the Parties. As used in this Agreement, "adoption of an ordinance by the City" means the date on which the ordinance becomes effective. This Agreement shall continue in effect for a period of 15 years after its effective date. Nothing in this section shall preclude the Parties from mutually agreeing to reopen, extend, terminate, or consider amendments to this Agreement at any time. Any amendments shall be made as provided in Section 10 below.

2. Description of Development Authorized and Required by This Agreement.

2.1 Generally (ORS 94.504(2)(b)). This Agreement is not intended to authorize or control any particular uses of the Properties. The uses, densities, and intensities of the Properties that will be annexed to and developed in the City are set forth in BCP Chapter 11 and will be implemented in accordance with the master plan requirements of the BCP and Bend Development Code ("BDC") Chapter 4.5 (Master

Planning and Development Alternatives) and annexation requirements of BDC Chapter 4.9 (Annexations).

2.2 Density and Intensity (ORS 94.504(2)(c)). As noted above, density and intensity of uses on the Properties are governed by BCP Chapter 11, except the Transect Properties, which are located in Deschutes County (the "County") and governed by Deschutes County Code, Title 19. The Transect North and Transect South properties are subject to a pending land use application, Deschutes County Community Development Department file numbers 247-18-000612-ZC, 247-18-000613-PA and 247-18-000614-TA as such filed numbers may be amended (the "Transect Application"). The Transect Application proposes development of 100 residential units in Transect North and 87 residential units in Transect South. This is the assumed density for the Transect Properties for the purpose of this Agreement. If the Transect is developed at lower densities, the terms of this Agreement are still binding on the Transect Properties. If the Transect Properties are developed or proposed to be developed at greater than the assumed density, the City may require additional mitigation from the Transect Properties.

2.3 Height and Size of Structures (ORS 94.504(2)(d)). Height and size of structures will be governed by the requirements of the BDC at the time of the master plan approval for the Properties, except the Transect Properties, which are located in the County and governed by Deschutes County Code, Title 19.

2.4 Provisions for Reservation or Dedication of Land for Public Purposes (ORS 94.504(2)(e)). This shall be determined at the time of the master plan approval

for each of the Properties in accordance with City or County regulations in effect at the time.

2.5 Schedule of Fees and Charges (ORS 94.504(2)(f)). Except as expressly provided for in this Agreement, fees and charges will be determined at the time of specific development applications for each of the Properties in accordance with the applicable City regulations in effect at the time of application submittal.

3. Schedule and Procedure for Compliance Review (ORS 94.504(2)(g)). This Agreement will demonstrate compliance with those sections of BDC Chapter 4.5, BDC Chapter 4.7 (Transportation Analysis), and BDC Chapter 4.9 (Annexation) applicable to off-site sewer, water, and vehicular transportation infrastructure adequacy for development of all the Properties subject to this Agreement.

4. Infrastructure Improvements (ORS 94.504(2)(h)). Because the uses and density on the Properties are either prescribed by the BCP and BDC or assumed for the Transect in accordance with the Transect Application, the overall off-site infrastructure impact as a result of development of the Properties can be reasonably determined and addressed. The purpose of this Agreement is to provide for the equitable allocation of those costs, and define development triggers and assignment of responsible parties for the construction of the required public improvements to fully mitigate off-site sewer, water, and vehicular transportation infrastructure impacts from the development of the Properties subject to this Agreement.

4.1 Transportation Infrastructure. Kittelson & Associates, Inc., has conducted the Westside Transportation Study, dated June 28, 2018 that analyzes the impacts of the full development of the Properties on the transportation system at the end of the

planning period (the "Kittelson Study"). The Kittelson Study has been submitted to and has been reviewed and approved by the City pursuant to City Permit BP-18-3441, and its conclusions are included in the City Engineer's Transportation Analysis Memo dated August 3, 2018, attached as Exhibit J. The Kittelson Study determined that full development of the Properties would impact eight intersections and several roads within the City road system. A map of the impacted intersections showing degree of impact is attached as Exhibit K. Exhibit K shows the Properties' overall proportionate share of new PM peak hour trips through each intersection within the City-approved study area, including the projected increase in background traffic ("Total Proportionate Share"). Exhibit K further shows each Owner's share of the Total Proportionate Share, and that full development of the Properties will generate approximately 75% of the new trips at two locations, requiring construction of roundabouts at the Skyline Ranch Road/Shevlin Park Road intersection and at the Skyline Ranch Road/Skyliners Road intersection. Exhibit K shows that full development of the Properties will have a lower impact on six existing City intersections. Table 5 of the Kittelson Study shows the trip generation assumptions per lot/acre/unit used to establish these impacts. The Parties will allocate and address these impacts as follows:

4.1.1 Skyline Ranch Road/Shevlin Park Road Roundabout. Coats will construct a single-lane asphalt roundabout at the Skyline Ranch Road/Shevlin Park Road intersection as generally depicted on Exhibit L when lots are platted or improved within the Coats Property that represent 50 percent of the total of PM peak hour trips projected to be generated by the development of the Coats Property as established in the Kittelson Study (237 of 475 combined total PM peak hour trips). As provided in

Section 4.1.6 of this Agreement, no party shall complete the connection from Skyline Ranch Road to Shevlin Park Road until the Skyline Ranch Road/Shevlin Park Road roundabout has been completed. The obligation to pay for and construct this roundabout shall run with the Coats Property. If Coats and/or Coats' successors in interest fail to construct this roundabout by the deadline established in this section, the City may refuse to approve additional plats or development applications not associated with an approved plat on the Coats Property until this roundabout is constructed and accepted by the City. The Skyline Ranch Road/Shevlin Park Road intersection roundabout is currently not on the City's Transportation System Development Charge ("TSDC") Project List and is therefore not eligible to receive TSDC credits for the construction of this improvement. If, because of a future update to the TSDC methodology, this improvement is added to the TSDC Project List before commencement of construction of the improvement, the Party constructing the improvement may apply for TSDC credits based on the City's TSDC methodology and code in effect at that time.

4.1.2 Skyliners Road/Skyline Ranch Road Roundabout. NWX2 will construct a single-lane asphalt roundabout at the Skyliners Road/Skyline Ranch Road intersection as generally depicted by Exhibit M when lots are platted or improved within the NWX2 Property that represent 50 percent of the total of PM peak hour trips projected to be generated by the development of the NWX2 Property as established in the Kittelson Study (480 of 959 combined total PM peak hour trips). As provided in Section 4.1.6 of this Agreement, no party shall complete the connection from Skyline Ranch Road to Shevlin Park Road until the Skyliners Road/Skyline Ranch Road

roundabout has been completed. The obligation to pay for and construct the roundabout shall run with the land with respect to the NWX2 Property. If NWX2 and/or its successors in interest fail to construct the roundabout by the deadline established in this section, the City may refuse to approve additional plats or development applications not associated with an approved plat on the NWX2 Property until the roundabout is constructed and accepted by the City. The Skyliners Road/Skyline Ranch Road intersection roundabout is currently not on the TSDC Project List and is therefore not eligible to receive TSDC credits for the construction of this improvement. If, because of a future update to the TSDC methodology this improvement is added to the TSDC Project List before commencement of construction of the improvement, the Party constructing the improvement may apply for TSDC credits based on the City's TSDC methodology and code in effect at that time.

4.1.3 Tracking and Accounting for Trips. Coats will be responsible for tracking and accounting for accumulated PM peak hour trips for the purposes of determining the trips trigger in Section 4.1.1, and NWX2 will be will be responsible for tracking and accounting for accumulated PM peak hour trips for the purposes of determining the trips trigger in Section 4.1.2. The affected Party will submit an estimate of accumulated PM peak hour trips with each subsequent development application under a master plan for the affected Property. This requirement will cease for the affected Party or Parties once a roundabout required under Sections 4.1.1 or 4.1.2 has been constructed and accepted by the City. The calculation of accumulated PM peak hour trips will be based on the following table:

Trip Generation Table for Trigger Calculation

<u>Use</u>	<u>PM Peak Hour Trips</u>
Single Family Detached Residential	1.0 per lot
Single Family Attached Residential	0.51 per lot
Multifamily	21.7 per acre of land
Commercial and Mixed-Employment Zones	20.0 per acre of land
600-Student Elementary School	90.0 per school

4.1.4 Payment in Lieu of Improvements to Other Intersections. The Properties' Total Proportionate Share of trips through the other six intersections will contribute to the eventual need for improvements to these other off-site intersections but will contribute lower percentages of the total estimated trips. See Kittelson Study. The Kittelson Study estimated the total cost of necessary improvements at these intersections/roundabouts at buildout, calculated based on the estimated cost at the time of this Agreement. The Owners' Total Proportionate Share of this cost is \$1,400,000. In lieu of requiring the Owners to construct or pay costs toward construction of these intersections, NWX2, Rio Lobo (for the benefit of the Rio Lobo Tract 1 property), and Anderson Ranch will make payments to the City in the total amount of \$1,400,000. NWX2 will pay \$987,404, Anderson Ranch will pay \$186,205, and Rio Lobo will pay \$226,391. The payments will be due within 30 days after the date that this Agreement becomes final, including resolution of any appeals. If NWX2, Anderson Ranch, and/or Rio Lobo do not pay these amounts by the deadline in this section, the City may in its sole discretion impose a lien or liens on property owned by the delinquent Party in an amount not to exceed the proportionate share due by the delinquent Party. Such lien or liens shall be entered on the City lien docket and shall bear interest at the rate of 9 percent per year. The City may foreclose the lien in any

manner authorized by law. The City may expend these funds on any transportation improvement or improvements that it deems to be in the best interests of the City.

4.1.5 Extension of Regency Street. Coats agrees to construct the extension of Regency Street from its current improved terminus at the tax lot identified as 171125BD1200 (more specifically known as Lot 7 of Valhalla Heights Phase IV) to the Coats property boundary, which is approximately 850 feet, at such time as specified in the Coats property master plan or other development approval. The timing of the Regency Street extension will be determined with the master plan submittal for the Coats Property or other development approval based on the development layout and proposed phasing schedule. The Parties agree that the Regency Street right-of-way will be a maximum of 70 feet wide and that the City will not require more than a maximum 36-foot-wide paved roadway unless required for traffic calming or pedestrian safety. The extension of Regency Street is currently not on the TSDC Project List and is therefore not eligible to receive TSDC credits for the construction of this improvement. If, because of a future update to the TSDC methodology this improvement is added to the TSDC Project List before commencement of construction of the improvement, the Party constructing the improvement may apply for TSDC credits based on the City's TSDC methodology and code in effect at that time.

4.1.6 Construction of Skyline Ranch Road. In addition to the above-noted roundabouts, the Kittelson Study indicates that Skyline Ranch Road will need to be completed and connected from Skyliners Road to Shevlin Park Road.

(a) Timing and Completion. Except as provided below, each Owner will be responsible to construct the portion of Skyline Ranch Road that crosses

their individual Property. The triggers and phasing of the Skyline Ranch Road construction within the Anderson Ranch, Rio Lobo Tract 1, and NWX2 Properties will be determined at the time of their individual master plans. In no event, however, will any Party complete the construction of Skyline Ranch Road from NW Crossing Drive to the northern boundary of the Anderson Ranch Property until the roundabouts at Skyline Ranch Road/Shevlin Park Road and Skyliners Road/Skyline Ranch Road are completed and operational. If one or both of the roundabouts has not been completed by the time the final Party is required to construct the last segment of Skyline Ranch Road, that Party will dedicate the full right-of-way to permit final completion of the Road but will not be required to construct their portion of the road. The Party responsible for constructing the last of the two roundabouts to be completed will be responsible for completing the roadway so that Skyline Ranch Road is fully completed and connected within six months after the last of the two roundabouts is completed and in operation. If such Party fails to do so, the penalties in Section 4.1.1 or 4.1.2, as applicable, would apply to that Party.

(b) Location and Design. The Skyline Ranch Road alignment will be relocated as generally provided in Exhibit N. The final alignment will be determined in accordance with a transportation system plan and UGB post-acknowledgment plan amendment that will be submitted by NWX2, Rio Lobo, and Anderson Ranch in conjunction with the NWX2 master plan application. The Parties agree that the Skyline Ranch Road right-of-way will be a maximum of 70 feet wide. For the section of Skyline Ranch Road crossing the Rio Lobo property, the following two conditions will apply: 1) the City will not require more than a maximum 40 foot-wide

paved roadway other than for particular locations where pedestrian crossing safety improvements are required by the City Engineer; and 2) a continuous raised median will not be required. Skyline Ranch Road is currently not on the TSDC Project List and is therefore not eligible to receive TSDC credits for the construction of this improvement. If, because of a future update to the TSDC methodology this improvement is added to the TSDC Project List before commencement of construction of the improvement, the Party constructing the improvement may apply for TSDC credits based on the City's TSDC methodology and code in effect at that time.

4.1.7 Interim Safety Improvements to Existing Skyline Ranch

Road/Shevlin Park Road Intersection. The Kittelson Study also identifies current sight-distance deficiencies for the south leg of Skyline Ranch Road at its intersection with Shevlin Park Road. The current sight-distance deficiency for the south leg movement is caused by sight-obscuring vegetation in the Shevlin Park Road right-of-way, the existing geometry of the roadways, and posted speed signage that exceeds standards. While construction of the roundabout at this intersection under Section 4.1.1 of this Agreement will address these deficiencies, interim safety measures as identified in Exhibit O will be necessary. The timing of the construction of these interim safety measures will be determined at the subsequent land use application for the Coats Property, but in no event will construction of the interim safety improvements occur later than the development of the first phase of the Coats Property that makes a vehicular connection to Skyline Ranch Road.

4.1.8 Right-of-Way. The Owners agree to dedicate any property necessary for right-of-way for the improvements required in Section 4.1. The

improvements provided for in Section 4.1 of this Agreement may require acquisition of additional rights-of-way from property owners who are not party to this Agreement ("Third-Party ROW"). The City may exercise its power of eminent domain, if necessary, to acquire any Third-Party ROW needed for the improvements. The City's reasonable out-of-pocket costs for acquiring the Third-Party ROW shall be reimbursed by the Party or Parties responsible for the improvement. Such costs include: compensation paid for the property, including any costs or reasonable attorney fees paid to the property owner as a condition of a settlement agreement or awarded by a court of competent jurisdiction or an arbitrator; and any independent-contractor costs, including appraisers, acquisition consultants, and/or outside legal counsel related to Third-Party-ROW acquisition efforts. The City and the responsible Party or Parties will enter into a reimbursement agreement governing process and payment at the time the improvement is constructed or triggered, whichever occurs first. The City will not commence any Third-Party ROW acquisition efforts until that agreement is executed and effective.

4.1.9 Other Indirect Impacts. The Parties agree that all other indirect impacts of development of the Properties on the City's and County's transportation systems will be recovered through the imposition of TSDCs on the Properties as they develop over time in accordance with applicable City and County policy and procedure. The Transect North and Transect South properties, which are located outside the City limits and within the County, will pay a City TSDC in addition to the County TSDC at the time of building permit issuance in an amount equal to the difference between the City TSDC and the County TSDC based on the adopted fee schedules at the time of permit

issuance. This obligation of the Transect Properties to pay a City TSDC is contingent on final land use approval by the County of the Transect Application.

4.2 Water Infrastructure. The City and Owners agree that the only off-site master plan water element will be the oversizing of the extension from the 24-inch water line at Sage Steppe Drive in Tree Farm north to McClain Drive. This will be constructed by Rio Lobo with the development of Transect South if that development is served with domestic water from the City of Bend. If the Transect South development is not to be served with City of Bend water, then Rio Lobo agrees to provide a minimum 20-foot-wide public utility easement within a roadway through the Transect Property to allow a future water line to be constructed from Sage Steppe Drive in the Tree Farm north to McClain Drive. Exhibit P depicts the conceptual alignment. This is supported by the City's Water and Sewer analysis attached as Exhibit Q. The City and Owners agree that this improvement qualifies as a master plan element for which eligible costs to construct qualify for Water System Development Charge ("WSDC") credits. WSDC credits will be provided for the difference in final construction costs between a City standard 8-inch water line and the 24-inch water line. Findings and evidence demonstrate that other than the off-site water infrastructure improvements identified herein, no off-site water infrastructure improvements or upgrades are required. The Parties agree that all other indirect impacts of development of the Properties, including Transect Properties utilizing City water services, on the City's water systems will be recovered through the imposition of WSDCs on the Properties as they develop over time in accordance with applicable City policy and procedure.

4.3 Sewer Infrastructure. Based on Exhibit R, the Parties agree that the sole off-site sewer infrastructure improvement required for development of the Properties (except for any off-site connections to reach nearby points of connection to the existing City collection system) are upgrades to the Shevlin Meadows, Shevlin Commons, and Awbrey Glen pump stations to City standards described in Exhibit R. Exhibit R details the nature of the agreed-upon upgrades to each pump station. Coats agrees to improve the Awbrey Glen pump station, none of the costs of which are eligible for Sewer System Development Charge ("SSDC") credit. Anderson Ranch agrees to improve the Shevlin Meadows pump station, of which 40 percent of the approved costs are eligible for SSDC credit. Rio Lobo agrees to improve the Shevlin Commons pump station, of which 75 percent of the approved costs are eligible for SSDC credit or reimbursement. Credits or reimbursements will be made consistent with current City SDC Policy. The SDC recovery areas for the improvements eligible for credit or reimbursement are shown in Exhibit R. All pump station upgrades must be completed not later than the date that the lots are platted or site plans approved that represent 50 percent of the Equivalent Dwelling Units ("EDUs") for the Owners' respective properties (Rio Lobo Tract 1, Rio Lobo Tract 2, the Coats Property, and the Anderson Ranch Property. This excludes Transect Properties). NWX2, Coats, Anderson Ranch, and Rio Lobo will enter into a separate agreement on the timing and reimbursement for construction of the pump station improvement consistent with this Agreement. The Parties agree that all other indirect impacts of development of the Properties on the City's sewer systems will be recovered through the imposition of SSDCs on the Properties, excluding Transect

Properties, as they develop over time in accordance with applicable City policy and procedure.

5. Effect of Agreement/Vesting.

5.1 Agreement Binding on the Parties for the Term of the Agreement. The City agrees and finds that the Infrastructure Improvements and mitigation payment provided for in this Agreement comply with the BCP, BDC, and City regulations. Findings demonstrating compliance with BDC Chapter 4.5, BDC Chapter 4.7, and BDC Chapter 4.9 pertaining to sewer, water, and vehicular infrastructure adequacy are included with the land use application for this Agreement. Under BDC 4.5.200.F.2, the duration of approval for future master plans for the Properties must coincide with the timeline outlined in the approved phasing plan and in accordance with the time frames studied in the transportation analysis and water and sewer capacity analysis for the community master plan. Site plan review or land division applications submitted consistent with or earlier than as provided in an approved phasing plan will not require an updated vehicular transportation analysis and off-site water and sewer capacity analysis as part of the development application. Infrastructure capacity may be reserved for the community master plan site up to the expiration of this Agreement. Except as provided in Section 5.3, below, the City will not impose any additional off-site infrastructure improvements or mitigation payments as conditions of approval of any subsequent development on the Properties. Notwithstanding the foregoing, the City may impose additional off-site vehicular transportation improvements as a condition of approval of developments by individual Owners if required by the Oregon Department of Transportation ("ODOT") in order to demonstrate compliance with the Transportation

Planning Rule (OAR Chapter 660, Division 12) for transportation facilities under ODOT's jurisdiction.

5.2 Transportation. This Agreement is intended to serve as the Transportation Mitigation Plan under BDC Section 4.7.600D.1 for the future individual master plan applications that will be submitted by the respective Parties. The analysis from which these mitigation measures were derived followed the methodology required to ensure consistency with the Transportation Planning Rule for transportation facilities under the City's jurisdiction, which will allow the Properties to be rezoned to be consistent with the comprehensive plan designations upon future annexation with future transportation analyses. The Parties may rely on this Agreement for the purposes of master plan approval, and the City is bound to accept this Agreement and the evidentiary support referenced by exhibits as demonstrating compliance with the referenced code sections. As noted in Section 4 of this Agreement, the relative transportation impacts of the Owners on the system are based on the amount of development as indicated in the Kittelson Study. If an Owner meets its obligations under this Agreement with regard to construction or contribution to construction of the roundabouts and payment of any mitigation fees, the trips allocated in Table 5 of the Kittelson Study will vest to each Property. If development does not occur as estimated in the Kittelson Study, then the Owner of each Property may apply these trips to any traffic analysis of any alternative development on the Property during the term of this Agreement for the purpose of eliminating or mitigating the traffic impact of the alternative development. If an Owner wishes to apply transportation trips to a different Property subject to this agreement, the Owner will submit a request to the City Engineer

for review. The City Engineer may require additional analysis to justify the transfer of trips.

5.3 On-Site and Related Improvements. On-site improvements not addressed in this Agreement are not governed or vested by this Agreement and will be addressed through subsequent master plan approval. Additional on-site water modeling will be required with subsequent Master Plan submittals to ensure adequate pipe sizing and looping to achieve minimum fire flows for each development phase. Off-site improvements other than off-site sewer, water, and vehicular transportation infrastructure improvements ("Other Off-site Improvements") are not governed or vested by this Agreement and will be addressed through subsequent master plan approval. Other Off-site Improvements include multimodal bike path and pedestrian connections, interim safety improvements (except as described in Section 4.1.7 of this Agreement), and emergency vehicle access.

5.4 The Transect Application. The City agrees that the mitigation measures described in this Agreement fully address off-site impacts to City transportation and water facilities for development of 100 single-family residential units in Transect North and 87 single-family residential units in Transect South and that this Agreement can be submitted to the County as part of the Transect Application to demonstrate full mitigation of off-site transportation and water impacts consistent with the terms of this Agreement.

6. Continuing Effect of Agreement (ORS 94.504(2)(i)).

6.1 In the case of any change in regional policy or federal or state law or other change in circumstance that renders compliance with this Agreement impossible or

unlawful, the Parties will attempt to give effect to the remainder of this Agreement, but only if such effect does not prejudice the substantial rights of any Party under this Agreement. If the substantial rights of any Party are prejudiced by giving effect to the remainder of this Agreement, then the Parties shall negotiate in good faith to revise this Agreement to give effect to its original intent. If, because of a change in policy, law, or circumstance, this Agreement fails its essential purpose—vesting of allowed uses and limitations on development conditions and certain payments—then the Parties shall be placed into their original position to the extent practical. It is the intent of this Agreement to vest development rights and conditions, including but not limited to the permitted uses, density and intensity of uses, infrastructure improvements, and fees and charges as set forth in this Agreement, notwithstanding any change in local ordinance or policy.

7. Assignability of Agreement (ORS 94.504(2)(k)). This Agreement runs with the land until termination and will bind the Parties and their successors, affiliates, and assigns. Notwithstanding the foregoing, lots or parcels contained within a City approved final plat at final master planned densities shall no longer be subject to the obligations contained in this Agreement.

8. Effect of Annexation (ORS 94.504(2)(L)). This Agreement anticipates the development of all Properties, except for Transect North and Transect South, following

annexation. This Agreement will continue to apply by its terms to such Properties following annexation.

9. Default; Remedy (ORS 94.504(2)(j)).

9.1 Default/Cure. The following shall constitute defaults by a Party:

9.1.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party that continues and is not remedied within 60 days after the other Party has given notice specifying the breach—provided that if the nonbreaching Party determines that such breach cannot with due diligence be cured within a period of 60 days—the nonbreaching Party may allow the breaching Party a longer period of time to cure the breach and, in such event, the breach shall not constitute a default so long as the breaching Party diligently proceeds to effect a cure, and the cure is accomplished within the longer period of time granted by the nonbreaching Party; or

9.1.2 Any assignment by a Party for the benefit of creditors, or adjudication as a bankruptcy, or appointment of a receiver, trustee, or creditor's committee over a Party.

9.2 Remedies. Each Party shall have all available remedies at law or in equity to recover damages and compel the performance of the other Party under to this Agreement. The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by any Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by any other Party, including without limitation the right to compel specific performance.

9.3 Mediation. Notwithstanding the forgoing, the Owners and City agree that any Parties subject to the dispute shall try to resolve any dispute or issue arising under this Agreement amicably and at a project level. If the dispute is not settled, the Parties shall participate in mediation as a next alternative step for dispute resolution before commencement of litigation. Such mediation will occur in Bend, Oregon. The Parties shall seek a mediator with experience in land use, real estate, or development. The mediation must commence within 90 days of the date the mediator is retained. The mediator's fees and expenses will be shared equally by all the Parties. All Parties agree to exercise their best efforts in good faith to resolve all disputes in the mediation.

10. Amendment or Termination of Agreement. This Agreement may only be amended or terminated by the mutual consent of all the Parties or their successors in interest in accordance with ORS 94.522.

11. Miscellaneous Provisions.

11.1 Notice. A notice or communication under this Agreement by any Party shall be in writing and shall be dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by either personal delivery or nationally-recognized overnight courier (such as UPS or FedEx), or by facsimile transmission, and

11.1.1 In the case of a notice or communication to the applicable Owner, addressed as follows:

To NWX2: Kirk Schueler
 Brooks Resources Corporation
 409 N.W. Franklin Avenue
 Bend, Oregon 97703

With copies to: Jeffrey G. Condit
Miller Nash Graham & Dunn LLP
3400 U.S. Bancorp Tower
111 S.W. Fifth Avenue
Portland, Oregon 97204

To Rio Lobo: John Fournier
Rio Lobo Investments LLC
95 S.W. Scalehouse Loop, #100
Bend, Oregon 97702

With copies to: Steven P. Hultberg
Radler White Parks & Alexander LLP
Post Office Box 2007
Bend, Oregon 97709

To Coats: Kyle Coats
63285 Skyline Ranch Road
Bend, Oregon 97701

With copies to: Tia M. Lewis
Schwabe Williamson & Wyatt
360 S.W. Bond Street, Suite 500
Bend, Oregon 97702

To Anderson Ranch: Dave Swisher
250 N.W. Franklin Avenue, Suite 401
Bend, Oregon 97703

To the District: Sharon Smith
Bend-La Pine Schools
520 N.W. Wall Street
Bend, Oregon 97703

11.1.2 In the case of a notice or communication to the City, addressed as follows:

Jon Skidmore
Assistant City Manager
City of Bend
710 Northwest Wall Street
Bend, Oregon 97703

With copies to: Ian Leitheiser
Assistant City Attorney
City of Bend
710 Northwest Wall Street
Bend, Oregon 97703

11.1.3 A Party may from time to time designate other or additional notice parties for the purpose of the Section in writing and dispatched as provided in this section.

11.2 Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

11.3 Effect of Recitals (ORS 94.504(6)). The Recitals set forth above are the assumptions of the Parties and are incorporated as part of this Agreement.

11.4 Counterparts. This Agreement may be executed in five or more counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

11.5 Waivers.

11.5.1 No waiver made by any Party with respect to the performance, or manner, or time thereof of any obligation of any other Party, or any condition inuring to its benefit under this Agreement, shall be considered a waiver of any other rights of the Party making the waiver. No waiver by the City or an Owner of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing, and no such waiver shall be construed to be a continuing waiver.

11.5.2 Parties know and understands their rights under *Dolan v. City of Tigard* and its progeny and by entering into this Agreement waive any requirement that

the City demonstrate that the public improvements and other obligations of the Parties for the construction and financial responsibility set forth in this Agreement and related to the development of the Properties to master plan densities are roughly proportional to the burden and demands placed on the urban facilities and services by the development of the Property. The Parties further acknowledge that the requirements and obligations of the Parties, including but not limited to the required public improvements, are roughly proportional to the burden and demands on urban facilities and services that will result from development of the Properties. This waiver does not apply to public improvements or payments are not governed by this Agreement.

11.6 Attorney Fees. In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including without limitation any action in which a declaration of rights is sought or an action for rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorney, paralegal, accountant, and other expert fees, and all other fees, costs, and reasonably necessary expenses actually incurred, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees related to or with respect to proceedings in federal bankruptcy courts, including those related to issues unique to bankruptcy law. In the event the prevailing Party is represented by "in-house" counsel, the prevailing Party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and

the attorney fee rates and charges reasonably and generally accepted in the Bend, Oregon, area for the type of legal services performed.

11.7 Time of the Essence. Time is of the essence for this Agreement.

11.8 Choice of Law. This Agreement shall be interpreted under the laws of the State of Oregon.

11.9 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day that is not a Saturday, Sunday, or legal holiday.

11.10 Construction. In construing this Agreement, singular pronouns shall be taken to mean and include the plural, and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

11.11 Severability. Consistent with Section 9 above, if any clause, sentence, or any other portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

11.12 Merger. This Agreement constitutes the entire agreement between all the Parties and supersedes all prior agreements except as such prior agreements are expressly incorporated by reference herein.

11.13 Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any of the Parties shall be brought in the Circuit Court of

the State of Oregon for Deschutes County or in the United States District Court for the District of Oregon.

11.14 Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally, and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

11.15 Condition of City Obligations (ORS 94.504(5)). All City obligations under this Agreement that require the expenditure of funds are contingent on future appropriations by the City as part of the local budget process. Nothing in this Agreement implies an obligation on the City to appropriate any such monies.

11.16 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action.

11.17 Enforced Delay, Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default when delay or default is caused by war, insurrection, strikes, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation or litigation,

or similar bases for excused performance that are not within reasonable control of the Party to be excused; provided, however, that the Parties agree to proceed in accordance with Section 9 upon the occurrence of any of the foregoing events also described in Section 9.

11.18 Other Necessary Acts. Each Party shall execute and deliver to the other all such further instruments and documents and take such additional acts (which, in the case of the City, shall require adopting necessary ordinances and resolutions) as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of rights and privileges hereunder.

11.19 No Partnership. This Agreement does not create a partnership or joint venture among the Owners. Each Owner is solely and independently responsible for its obligations under this Agreement, and no Owner is responsible for payment or performance by any other Owner.

11.20 Recording. The City shall cause this Agreement to be recorded in accordance with ORS 94.528. The Parties shall reimburse the City for the cost of recording this Agreement.

11.21 Form of Agreement; Exhibits. This Agreement consists of 37 pages and 18 exhibits. The exhibits are identified as follows:

Exhibit	Name	Section	Contents
A	Ownership Map	Recital A	Map of all Properties covered by this Agreement
B	NWX2 Property	Recital B	Map and legal description
C	Coats Property	Recital C	Map and legal description
D	Transect North— Coats Ownership	Recital C	Map and legal description

Exhibit	Name	Section	Contents
E	Transect North— Bend-La Pine Schools Ownership	Recital C	Map and legal description
F	Rio Lobo Tract 1	Recital D	Map and legal description
G	Rio Lobo Tract 2	Recital D	Map and legal description
H	Transect South	Recital D	Map and legal description
I	Anderson Ranch	Recital E	Map and legal description
J	City Transportation Memo	4.1	City review of Kittelson Study
K	Impacted Intersections	4.1	Map of Impacted Intersections with proportionate shares of the impact by Property
L	Skyline Ranch/Shevlin Park Road Roundabout Plan	4.1.1	Conceptual plan drawings and specs
M	Skyline Ranch/Skyliners Roundabout Plan	4.1.2	Conceptual plan drawings and specs
N	Relocated Skyline Ranch Road Alignment	4.1.6	Shows new Skyline Ranch Road alignment and existing unimproved Skyline Ranch Road right-of-way

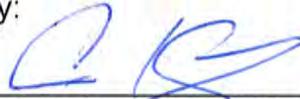
O	Skyline Ranch/Shevlin Park Road Interim Safety Improvements	4.1.7	Describes the necessary Skyline Ranch/Shevlin Park Road Interim Safety Improvements before roundabout construction
P	Water Main	4.2	Conceptual water line alignment between Sage Steppe Drive and McClain Drive
Q	City Water and Sewer Analysis	4.3	City response to our formal application
R	City Sanitary Sewer Pump Stations	4.3	Agreed-upon pump station upgrades and SDC recovery areas

[SIGNATURES TO FOLLOW]

Executed as of the day and year first above written.

CITY OF BEND, a municipal corporation
of the State of Oregon

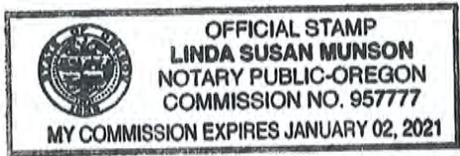
By:

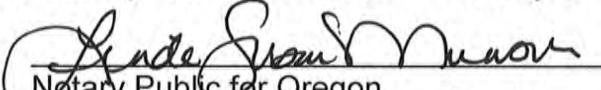


Eric King, City Manager

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this 16 day of October, 2018, by Eric King, City Manager of the City of Bend, Oregon, duly authorized by the City Council to execute this agreement on behalf of the City of Bend.




Notary Public for Oregon
My Commission expires: 1/2/21



NWX2 LLC, an Oregon limited liability company

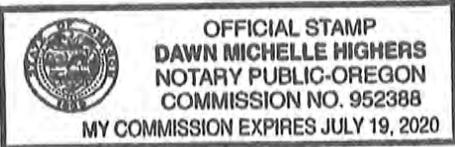
By: [Signature]

Name: Kirk Schueler

Title: President, Brooks Resources, Managing Member

STATE OF OREGON)
County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 11 day of October, 2018, by Kirk Schueler on behalf of NWX2 LLC, a limited liability company.



[Signature]
Notary Public for Oregon
My Commission expires: July 19, 2020

CCCC LLC, an Oregon limited liability company

By:

Robin L. Coats

Name:

Robin L. Coats

Title:

manager/member

STATE OF OREGON)
County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 15 day of October, 2018, by Robin L. Coats on behalf of CCCC LLC, an Oregon limited liability company.

Dawn Id/has
Notary Public for Oregon
My Commission expires: July 19, 2020



ERMK LLC, an Oregon limited liability company

By:

Eric W. Coats

Name:

ERIC W COATS

Title:

mgr/mem

STATE OF OREGON)
County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 15 day of October, 2018, by Eric W. Coats on behalf of ERMK LLC, an Oregon limited liability company.

Dawn Highers

Notary Public for Oregon

My Commission expires: July 19, 2020

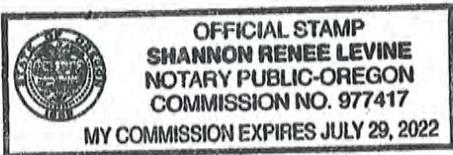


Kyle Coats

[Handwritten Signature]

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 12th day of October, 2018, by Kyle Coats.



Shannon Renee Levine
Notary Public for Oregon
My Commission expires: ~~September 29, 2018~~^{SC}
July 29, 2022

RIO LOBO INVESTMENTS LLC, an
Oregon limited liability company

By:



Name:

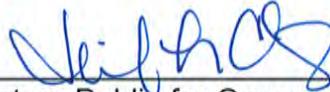
Howard M. Day

Title:

Manager

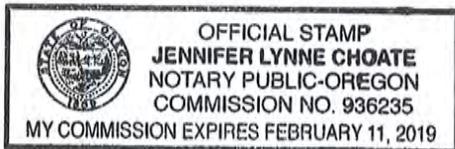
STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 12 day of October, 2018, by Howard M. Day on behalf of Rio Lobo Investments LLC, an Oregon limited liability company.



Notary Public for Oregon

My Commission expires: 02/11/2019



**ANDERSON RANCH HOLDING
COMPANY, LLC**, an Oregon limited
liability company

By:

D.K. Swisher

Name:

DAVE SWISHER

Title:

MEMBER

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 15 day of
October, 2018, by Dave Swisher on behalf of
Anderson Ranch Holding Company LLC, an Oregon limited liability company.

Dawn Highers

Notary Public for Oregon

My Commission expires: July 19, 2020



**Administrative School District No. 1,
Deschutes County, a public school
district of the State of Oregon**

By: *Bradley J. Henry*

Name: *Bradley J. Henry*

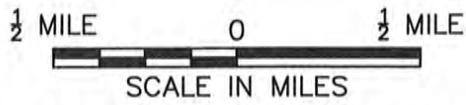
Title: *COO/CFO*

STATE OF OREGON)
) ss.
County of *Deschutes*)

The foregoing instrument was acknowledged before me this *11* day of *October*, 2018, by *Bradley J. Henry* on behalf of Administrative School District No. 1, Deschutes County, an Oregon public school district.



Dawn Highers
Notary Public for Oregon
My Commission expires: *July 19, 2020*



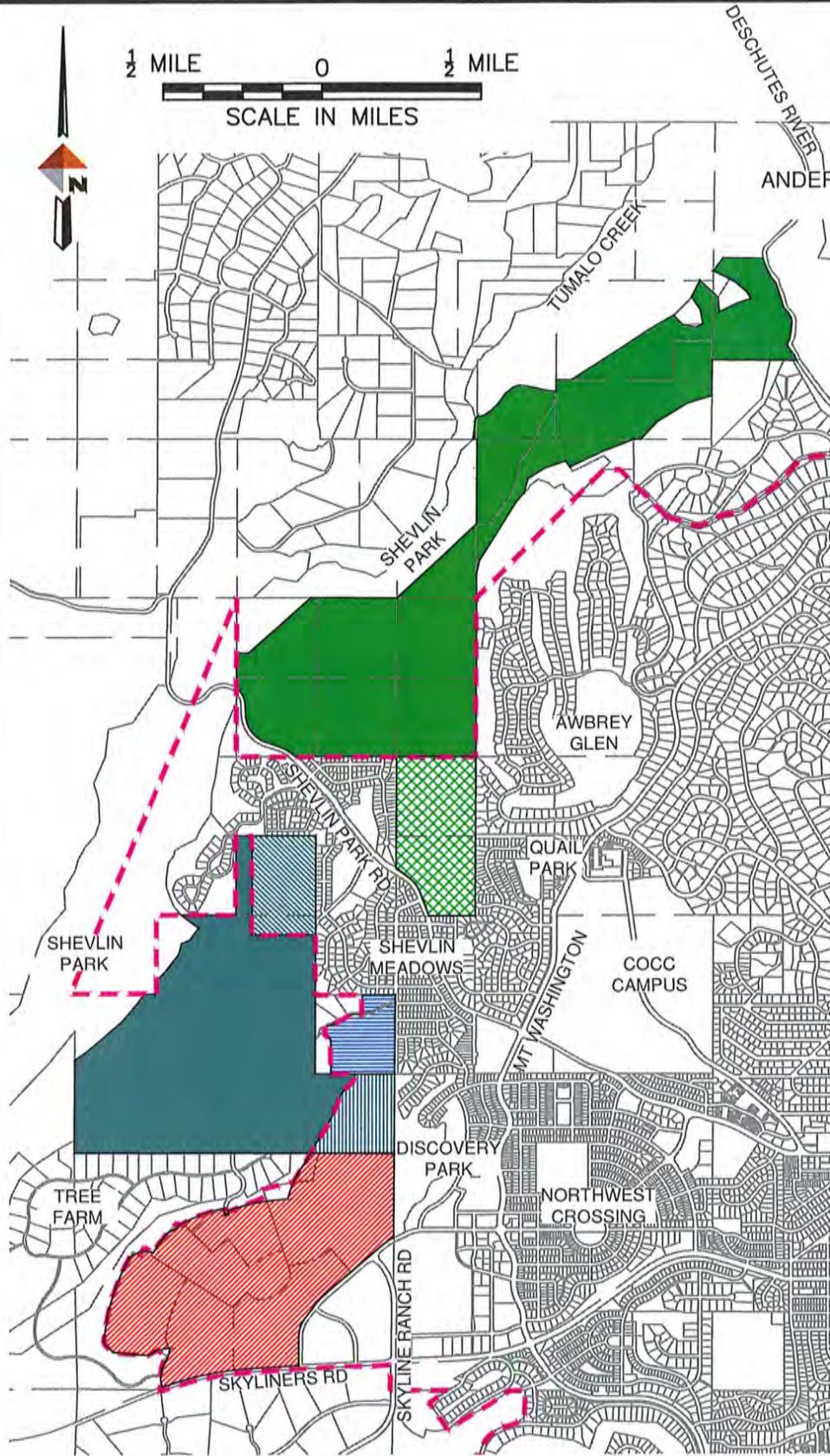
C:\22\14142-01\65CAD\Civil\SA16-MP-EH-14142-01.dwg PLOT DATE 2018-6-7 16:08 SAVED DATE 2018-06-07 16:01 USER: shannas

PROPOSED DEVELOPMENT

- NWX2 PROPERTY (MASTER PLAN AREA 1)
- ANDERSON RANCH PROPERTY (MASTER PLAN AREA 2)
- RIO LOBO TRACT 1 (MASTER PLAN AREA 3)
- RIO LOBO TRACT 2 (MASTER PLAN AREA 4)
- TRANSECT SOUTH (RIO LOBO)
- COATS PROPERTY (SHEVLIN AREA)
- TRANSECT NORTH (COATS)

LEGEND

- 2016 EXPANDED UGB




DOWL
www.dowl.com
963 SW Simpson, #200
Bend, Oregon 97702
541-385-4772

OWNERSHIP MAP

PROJECT	14142.01
DATE	06/07/2018
EXHIBIT A	



EXHIBIT B
NWX2 Property
Legal Description

A parcel of land located in the South one-half of the Northeast one-quarter (S1/2 NE1/4), the Southeast one-quarter (SE1/4), the Southwest one-quarter (SW1/4), and the South one-half of the Northwest one-quarter (S1/2 NW1/4) of Section 35, Township 17 South, Range 11 East of the Willamette Meridian, Deschutes County, State of Oregon, being more particularly described as follows:

Beginning at the East One-quarter corner of said Section 35; thence along the east line of said Section 35, S 00° 13' 54" W a distance of 89.09 feet to a point on the northerly right of way of NW Crossing Drive, as defined by Dedication Deed recorded as Instrument Number 2014-29653 in the Deschutes County Official Records, said point being a point of non-tangent curvature; thence leaving said east line of Section 35 and along said northerly right of way line for the following four courses; thence along the arc of a 836.00 foot radius curve to the left, through a central angle of 14° 31' 07", an arc distance of 211.84 feet (the chord of which bears S 56° 55' 07" W, 211.27 feet) to a point of tangency; thence S 49° 39' 33" W a distance of 1207.05 feet to a point of curvature; thence along the arc of a 1650.00 foot radius curve to the left, through a central angle of 11° 11' 14", an arc distance of 322.17 feet (the chord of which bears S 44° 03' 56" W, 321.66 feet) to a point of non-tangency; thence S 49° 38' 10" E a distance of 5.03 feet to a point on the westerly right of way of NW Crosby Drive, as defined by Dedication Warranty Deed recorded as Instrument Number 2008-14744 in the Deschutes County Official Records; thence leaving said northerly right of way and along said westerly right of way line for the following five courses; thence S 38° 27' 35" W a distance of 236.19 feet to a point of non-tangent curvature; thence along the arc of a 545.00 foot radius curve to the left, through a central angle of 38° 27' 44", an arc distance of 365.85 feet (the chord of which bears S 19° 14' 34" W, 359.02) to a point of non-tangency; thence S 00° 00' 56" W a distance of 440.89 feet to a point of curvature; thence along the arc of a 368.03 foot radius curve to the left, through a central angle of 03° 02' 22", an arc distance of 19.52 feet (the chord of which bears S 01° 30' 15" E, 19.52 feet) to a point of non-tangency; thence S 02° 51' 14" E a distance of 11.64 feet to a point on the northerly right of way of Skyliners Road; thence leaving said westerly right of way and along said northerly right of way line for the following three courses; thence S 86° 58' 51" W a distance of 696.29 feet to a point of non-tangent curvature; thence along the arc of a 5596.39 foot radius curve to the left, through a central angle of 04° 01' 17", an arc distance of 392.80 feet (the chord of which bears S 84° 58' 48" W, 392.72 feet) to a point of non-tangent compound curvature, said point being at the intersection of said north right of way and the north-south center section line; thence continuing along said north right of way along the arc of a 5673.80 foot radius curve to the left, through a central angle of 12° 13' 58", an arc distance of 1211.37 feet (the chord of which bears S 76° 50' 09" W, 1209.07 feet) to a point of non-tangency; thence leaving said northerly right of way line of Skyliners Road, N 18° 58' 33" W a distance of 21.17 feet to a point of curvature; thence along the arc of a 211.53 foot radius curve to the right, through a central angle of 05° 29' 17", an arc distance of 20.26 feet (the chord of which bears N 16° 13' 55" W, 20.25 feet) to a point of non-tangent compound curvature; thence along the arc of a 619.98 foot radius curve to the right, through a central angle of 14° 34' 27", an

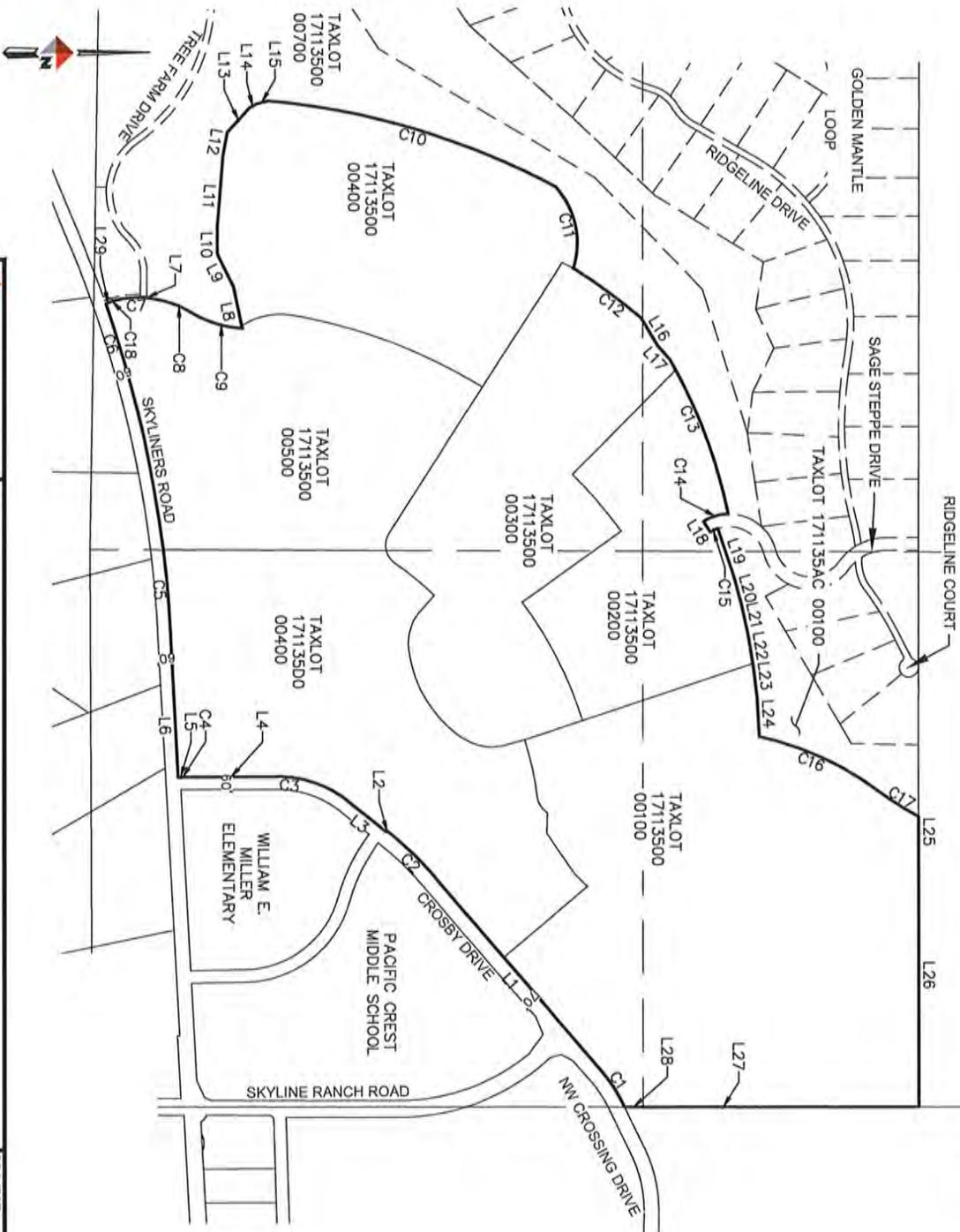
arc distance of 157.70 feet (the chord of which bears N 05° 46' 42" W, 157.28 feet) to a point of non-tangency; thence S 89° 21' 50" E a distance of 4.29 feet to a point of non-tangent curvature; thence along the arc of a 482.17 foot radius curve to the right, through a central angle of 28° 03' 57", an arc distance of 236.19 feet (the chord of which bears N 18° 44' 34" E, 233.84 feet) to a point of non-tangent reverse curvature; thence along the arc of a 524.82 foot radius curve to the left, through a central angle of 26° 54' 28", an arc distance of 246.47 feet (the chord of which bears N 16° 54' 10" E, 244.21 feet) to a point of non-tangency; thence S 78° 33' 23" W, a distance of 204.00 feet to a point on the easterly boundary of the plat of Tree Farm, recorded in Plat Cabinet I, Pages 260 through 278, and as Instrument Number 2016-44585 of the Deschutes County Official Records; thence along said easterly boundary for the following eight courses; thence S 63° 19' 11" W a distance of 175.65 feet; thence N 89° 47' 06" W a distance of 117.96 feet; thence N 85° 21' 59" W a distance of 351.80 feet; thence N 79° 44' 20" W a distance of 111.35 feet; thence N 48° 08' 56" W a distance of 158.31 feet; thence N 29° 30' 12" W a distance of 36.61 feet; thence N 14° 48' 33" W a distance of 55.05 feet to a point of non-tangent curvature; thence along the arc of a 3556.55 foot radius curve to the right, through a central angle of 23° 20' 34", an arc distance of 1448.98 feet (the chord of which bears N 16° 47' 22" E, 1438.98 feet) to a point of non-tangent curvature; thence leaving said easterly boundary, along the arc of a 400.00 foot radius curve to the right, through a central angle of 59° 31' 52", an arc distance of 415.61 feet (the chord of which bears N 77° 43' 52" E, 397.16 feet) to a point on the easterly boundary of said plat of Tree Farm and a point of non-tangent curvature; thence along said easterly boundary, along the arc of a 3256.41 foot radius curve to the right, through a central angle of 07° 03' 54", an arc distance of 401.55 feet (the chord of which bears N 36° 36' 40" E, 401.29 feet) to a point of non-tangency; thence leaving said easterly boundary, N 59° 27' 16" E a distance of 152.73 feet; thence N 49° 03' 46" E a distance of 84.77 feet to a point of non-tangent curvature; thence along the arc of a 2548.38 foot radius curve to the right, through a central angle of 17° 55' 37", an arc distance of 797.35 feet (the chord of which bears N 69° 14' 47" E, 794.10 feet) to a point on the westerly right of way of Sage Steppe Drive, as defined by said plat of Tree Farm, and a point of non-tangent curvature; thence along said westerly right of way, along the arc of a 230.00 foot radius curve to the left, through a central angle of 30° 48' 03", an arc distance of 123.64 feet (the chord of which bears S 16° 17' 47" E, 122.16 feet) to a point on the easterly boundary of said plat of Tree Farm and a point of non-tangency; thence along said easterly boundary, N 58° 16' 15" E a distance of 60.00 feet to a point on the easterly right of way of said Sage Steppe Drive and a point of non-tangent curvature; thence leaving said easterly boundary and along said easterly right of way, along the arc of a 170.00 foot radius curve to the right, through a central angle of 13° 37' 43", an arc distance of 40.44 feet (the chord of which bears N 24° 52' 16" W, 40.34 feet) to a point of non-tangency; thence leaving said easterly right of way, N 71° 34' 07" E a distance of 242.04 feet; thence N 75° 12' 26" E a distance of 146.27 feet; thence N 77° 56' 29" E a distance of 146.19 feet; thence N 80° 40' 32" E a distance of 146.19 feet; thence N 83° 24' 36" E a distance of 146.23 feet; thence N 86° 32' 47" E a distance of 191.19 feet to a point of non-tangent curvature; thence along the arc of an 1483.61 foot radius curve to the right, through a central angle of 24° 13' 31", an arc distance of 627.28 feet (the chord of which bears N 24° 40' 05" E, 622.62 feet) to a point of non-tangent reverse curvature; thence along the arc of a 2447.87 foot radius curve to the left, through a central angle of 05° 24' 07", an arc distance of 230.79 feet (the chord of which bears N 32° 25'

40" E, 230.70 feet) to a point on the north line of said plat of Tree Farm, being a point on the north line of the South one-half of the Northeast one-quarter (S 1/2 NE 1/4) of said Section 35 and a point of non-tangency; thence along said north line, S 89° 57' 40" E a distance of 135.71 feet to the northeast corner of said plat; thence leaving said plat and continuing along said north line of the South one-half of the Northeast one-quarter, S 89° 57' 40" E a distance of 1250.60 feet to the North 1/16th corner common to said Section 35 and Section 36, Township 17 South, Range 11 East of the Willamette Meridian; thence along said east line of Section 35, S 00° 14' 07" W a distance of 1314.17 feet to said East One-quarter corner of said Section 35 and the Point of Beginning.

Said parcel contains 246 acres, more or less.

CURVE #	LENGTH
C1	211.84'
C2	302.17'
C3	365.85'
C4	18.52'
C5	392.80'
C6	1211.37'
C7	197.70'
C8	236.19'
C9	246.47'
C10	1448.88'
C11	415.61'
C12	401.55'
C13	797.35'
C14	123.64'
C15	42.44'
C16	627.28'
C17	230.79'
C18	20.26'

LINE #	LENGTH
L1	1207.05'
L2	5.03'
L3	236.18'
L4	440.88'
L5	11.44'
L6	696.29'
L7	4.29'
L8	204.00'
L9	175.65'
L10	117.98'
L11	351.80'
L12	111.35'
L13	158.31'
L14	36.81'
L15	55.05'
L16	152.73'
L17	84.77'
L18	80.00'
L19	242.04'
L20	146.27'
L21	146.18'
L22	146.18'
L23	146.23'
L24	191.15'
L25	135.71'
L26	1250.60'
L27	1314.17'
L28	69.09'
L29	21.17'



DOWL
 www.dowl.com
 803 SW Simpson, #200
 Beav, Oregon 97122
 503-588-4172

NWX2 LLC PROPERTY
 PROPOSED ADJUSTED PARCEL

PROJECT	14142.01
DATE	08/21/2018
EXHIBIT B	

Exhibit C
Coats/Shevlin- UGB LANDS

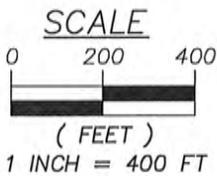
The Northwest Quarter of the Northwest Quarter of Section 25, and all that portion of the Southwest Quarter of the Northwest Quarter of Section 25 lying Northerly of Shevlin Park Road; all in Township 17 South, Range 11 East, Willamette Meridian, Deschutes County Oregon.



THE NW ¼ OF THE NW ¼
 OF SECTION 25
 TOWNSHIP 17 SOUTH
 RANGE 11 EAST
 WILLAMETTE MERIDIAN
 (TAXLOT 17-11-25-200)

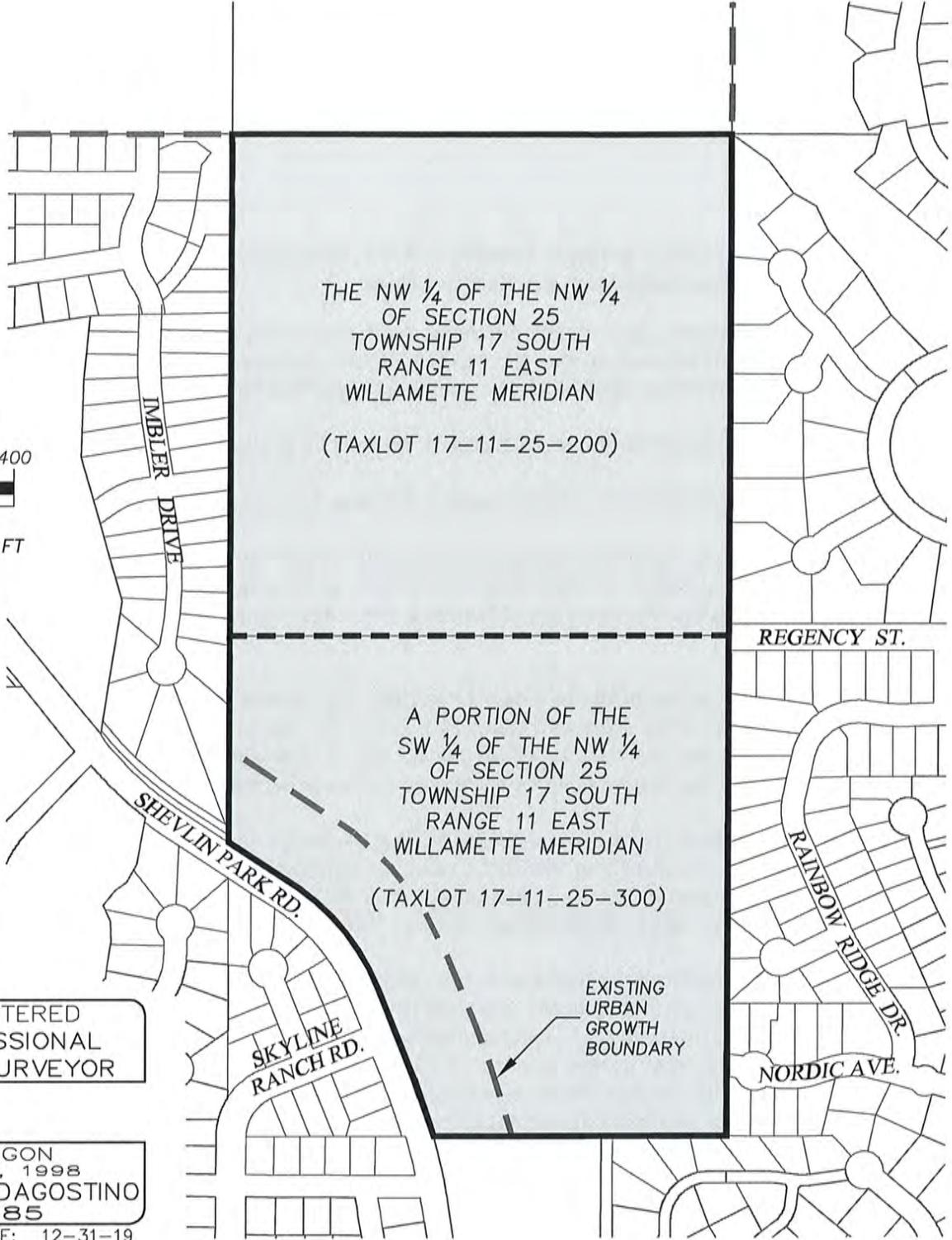
A PORTION OF THE
 SW ¼ OF THE NW ¼
 OF SECTION 25
 TOWNSHIP 17 SOUTH
 RANGE 11 EAST
 WILLAMETTE MERIDIAN
 (TAXLOT 17-11-25-300)

EXISTING
 URBAN
 GROWTH
 BOUNDARY



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JUNE 1, 1998
 KEITH S. DAGOSTINO
 2885
 RENEWAL DATE: 12-31-19



SHEET:
 1 of 1

DESIGNED: KSD
 DRAWN BY: CAB
 APP'D BY: KSD
 CHECK'D BY: KSD
 LAST EDIT: 7/23/18
 PLOT DATE: 7/23/18

SCALE:
 1"=400'

INFRASTRUCTURE DEVELOPMENT AGREEMENT
COATS PROPERTY
 EXHIBIT C
 BEND OREGON
 PROJECT: COAT001 DRAWING FILE NAME: WIG_LEGAL_MAPS.DWG

D'Agostino Parker, LLC
 CIVIL ENGINEERING / LAND DEVELOPMENT SERVICES
 61278 KING JEROBOAM AVE
 BEND, OR 97702
 P: (541) 693-4134

Exhibit D
Coats Transect North

All those portions of land located in Township 17 South, Range 11 East, Willamette Meridian, Deschutes County Oregon, more particularly described as follows:

Parcel 1-The Northwest Quarter of the Southeast Quarter of Section 23; Excepting therefrom all that land conveyed to Bend Metropolitan Park and Recreation District by Bargain and Sale Deed recorded January 31, 2003 as Document No. 2003-07391, Deschutes County Official Records(Tax lot 17-11-23-502);

Parcel 2-The East half of the Southeast Quarter of Section23 (Tax lots 17-11-23-500 and -503);

Parcel 3-The West half of the Southwest Quarter of Section 24 (Tax lots 17-11-24-600 and -700);

Parcel 4- All that portion of the Southwest Quarter of the Northwest Quarter of Section 24 described as Lot of Record 30 in Bargain and Sale Deed to CCCC LLC, an Oregon limited liability Company, recorded December 17, 2014 as Document No. 2014-42292, Deschutes County Official Records (Tax lot 17-11-24-403);

Parcel 5-All that portion of the East half of the Northwest Quarter of Section 24, and portion of the Northwest Quarter of the Northeast Quarter of Section 24, conveyed to CCCC LLC, an Oregon limited liability Company, and described as Adjusted Coats LR# 28, in Bargain and Sale Deed recorded April 17, 2017 as Document No. 2017-14430, Deschutes County Official Records (Tax lot 17-11-24-102);

Parcel 6- All that portion of the East half of the Northwest Quarter of Section 24, and portion of the South half of the Southwest Quarter of Section 13, conveyed to KYLE COATS, and described as Adjusted Coats LR# 29, in Bargain and Sale Deed recorded April 17, 2017 as Document No. 2017-14435, Deschutes County Official Records (Tax lots 17-11-24-100 and 17-11-13-500);

Parcel 7-All that portion of the Southeast Quarter of Section 13, conveyed to EMRK,LLC, and described as Adjusted Coats LR# 13, in Bargain and Sale Deed recorded April 17, 2017 as Document No. 2017-14434, Deschutes County Official Records, **lying Southerly of the following described line;**

Commencing at the South quarter corner of said Section 13;

Thence North 00°05'07" East 796.00 feet more or less, along the West line of said Southeast Quarter Section 13 to the centerline of the Bend Feed Canal Pipeline;

Thence continuing North 00°05'07" East 192.18 feet more or less, along the West line of said Southeast Quarter Section 13 to the **True Point of Beginning;**

Thence South 89°57'22" East 270.53 feet;

Thence North 57°11'05" East 1271.52 feet;

Thence North 86°12'12" East 132.45 feet;

Thence North 55°09'08" East 598.83 feet to the boundary of that certain land described in Warranty Deed from Robert L. and Joyce E. Coats to David and Rebecca Weber, recorded April 29, 1998, as Instrument No. 98-17761, Deed 491-1007, Deschutes County Official Records;

Thence along said boundary of Instrument No. 98-17761 the following five courses;

South 42°53'00" East 178.57 feet;

Thence South 78°08'00" East 232.80 feet;
Thence North 61°22'00" East 129.90 feet;
Thence North 11°50'30" West 250.00 feet;
Thence North 34°29'30" West 189.50 feet;
Thence leaving said boundary North 51°06'08" East 311.84 feet;
Thence South 46°11'50" East 121.3 feet more or less to the East line of said Southeast Quarter Section 13.
(Portion of Tax lot 17-11-13-100)

Parcel 8- All that portion of the Southwest Quarter of Section 13, conveyed to EMRK,LLC, and described as Adjusted Coats LR# 13, in Bargain and Sale Deed recorded April 17, 2017 as Document No. 2017-14434, Deschutes County Official Records. (Portion of Tax lot 17-11-13-100)

Together with:

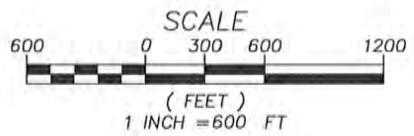
Parcel 9- All that portion of the North 1/2 of the Southwest Quarter of Section 18 Township 17 South, Range 12 East, Willamette Meridian, Deschutes County Oregon more particularly described as follows:

All that land described as Lot of Record 37 in Bargain and Sale Deed, recorded December 17, 2014 as Document No. 2014-42291; **excepting therefrom the following:**

All that portion of said Lot of Record 37 lying northerly of the following described line, and westerly of that land described in Warranty Deed recorded August 31, 1981 in Volume 346, page 712, Deschutes County Official Records;

Commencing at the Southwest corner of the Northwest quarter of the Southwest Quarter of said Section 18; Thence North 00°33'05" East 1109.05 feet along the West line of said Northwest Quarter to the **True Point of Beginning**; Thence South 46°11'50" East 108.64 feet to the boundary of said land described in said Warranty Deed, Volume 346, Page 712. (Portion of Tax lot 17-12-18-100)

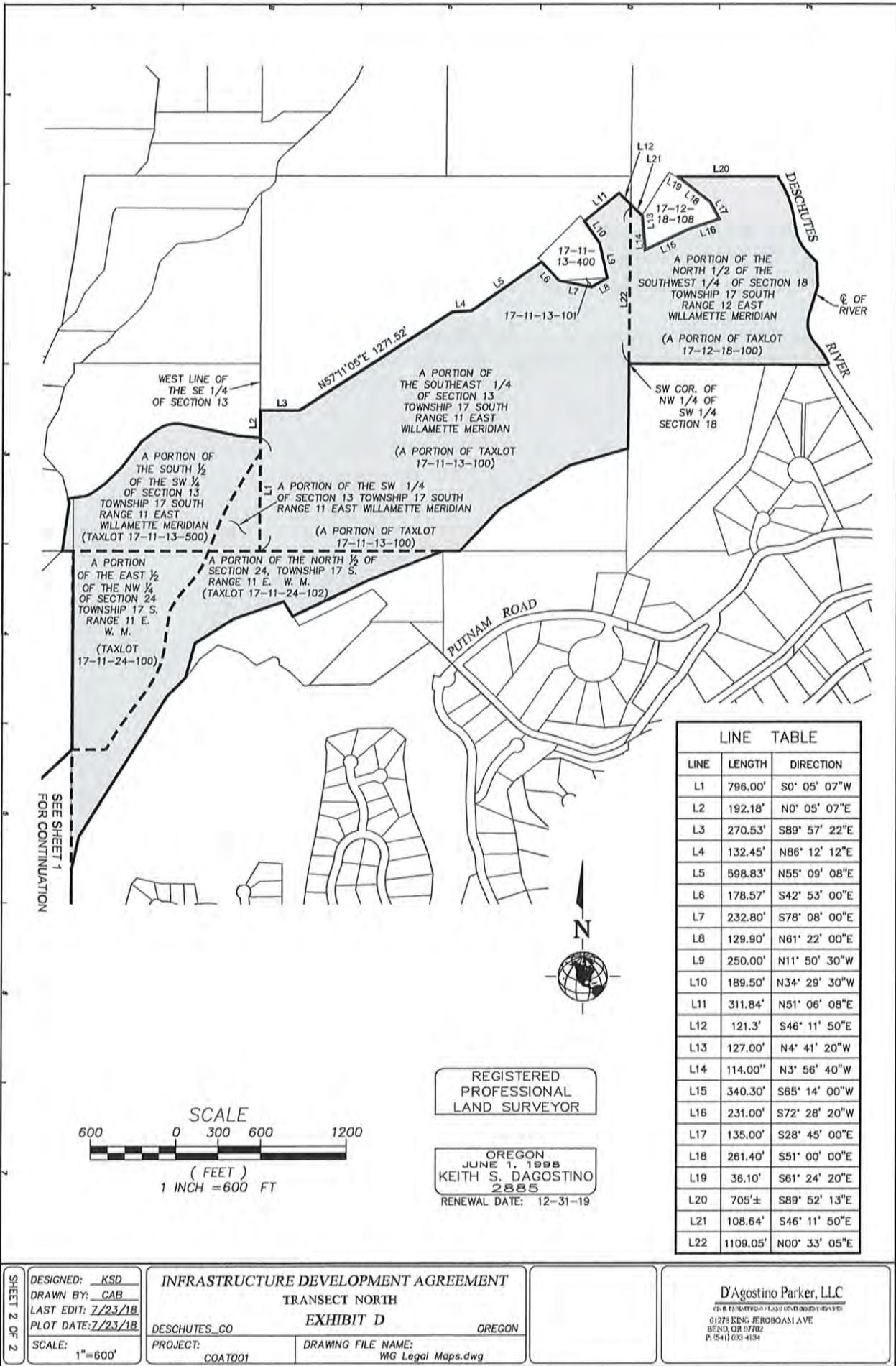




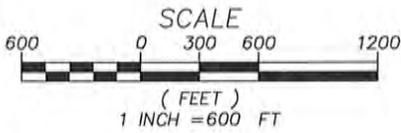
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JUNE 1, 1998
KEITH S. DAGOSTINO
2885
RENEWAL DATE: 12-31-19

SHEET 1 OF 2	DESIGNED: <u>KSD</u>	INFRASTRUCTURE DEVELOPMENT AGREEMENT	
	DRAWN BY: <u>CAB</u>	TRANSECT NORTH	
	LAST EDIT: <u>7/23/18</u>	EXHIBIT D	
	PLOT DATE: <u>7/23/18</u>	DESCHUTES_CO	OREGON
	SCALE: 1"=600'	PROJECT: COAT001	DRAWING FILE NAME: WG Legal Maps.dwg
D'Agostino Parker, LLC <small>REGISTERED PROFESSIONAL LAND SURVEYORS</small> 6175 KING HERODIAM AVE BEND, OR 97702 P (541) 693-4134			



SEE SHEET 1
FOR CONTINUATION



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JUNE 1, 1998
KEITH S. DAGOSTINO
2885
RENEWAL DATE: 12-31-19

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	796.00'	S0° 05' 07"W
L2	192.18'	N0° 05' 07"E
L3	270.53'	S89° 57' 22"E
L4	132.45'	N86° 12' 12"E
L5	598.83'	N55° 09' 08"E
L6	178.57'	S42° 53' 00"E
L7	232.80'	S78° 08' 00"E
L8	129.90'	N61° 22' 00"E
L9	250.00'	N11° 50' 30"W
L10	189.50'	N34° 29' 30"W
L11	311.84'	N51° 06' 08"E
L12	121.3'	S46° 11' 50"E
L13	127.00'	N4° 41' 20"W
L14	114.00'	N3° 56' 40"W
L15	340.30'	S65° 14' 00"W
L16	231.00'	S72° 28' 20"W
L17	135.00'	S28° 45' 00"E
L18	261.40'	S51° 00' 00"E
L19	36.10'	S61° 24' 20"E
L20	705'±	S89° 52' 13"E
L21	108.64'	S46° 11' 50"E
L22	1109.05'	N00° 33' 05"E

SHEET 2 OF 2
DESIGNED: KSD
DRAWN BY: CAB
LAST EDIT: 7/23/18
PLOT DATE: 7/23/18
SCALE: 1"=600'

INFRASTRUCTURE DEVELOPMENT AGREEMENT
TRANSECT NORTH
EXHIBIT D
DESCHUTES_CO OREGON
PROJECT: COAT001
DRAWING FILE NAME: WG Legal Maps.dwg

D'Agostino Parker, LLC
61275 KING JEROME AVE
BEND, OR 97702
P. 541.693.4134

Exhibit E

Administrative School District No. 1, Deschutes County
Map and Tax lot: 1711230000600

That portion of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4), Section Twenty-three (23), Township Seventeen (17) South, Range Eleven (11), East of the Willamette Meridian, lying North of the Shevlin Market Road, Deschutes County, Oregon.

Excepting therefrom that portion conveyed to Deschutes County, a municipal corporation by Deed recorded August 15, 1977, Instrument No. 256-167, Deed Records.

Administrative School District No. One, Deschutes County

Shevlin Property

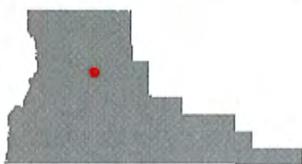
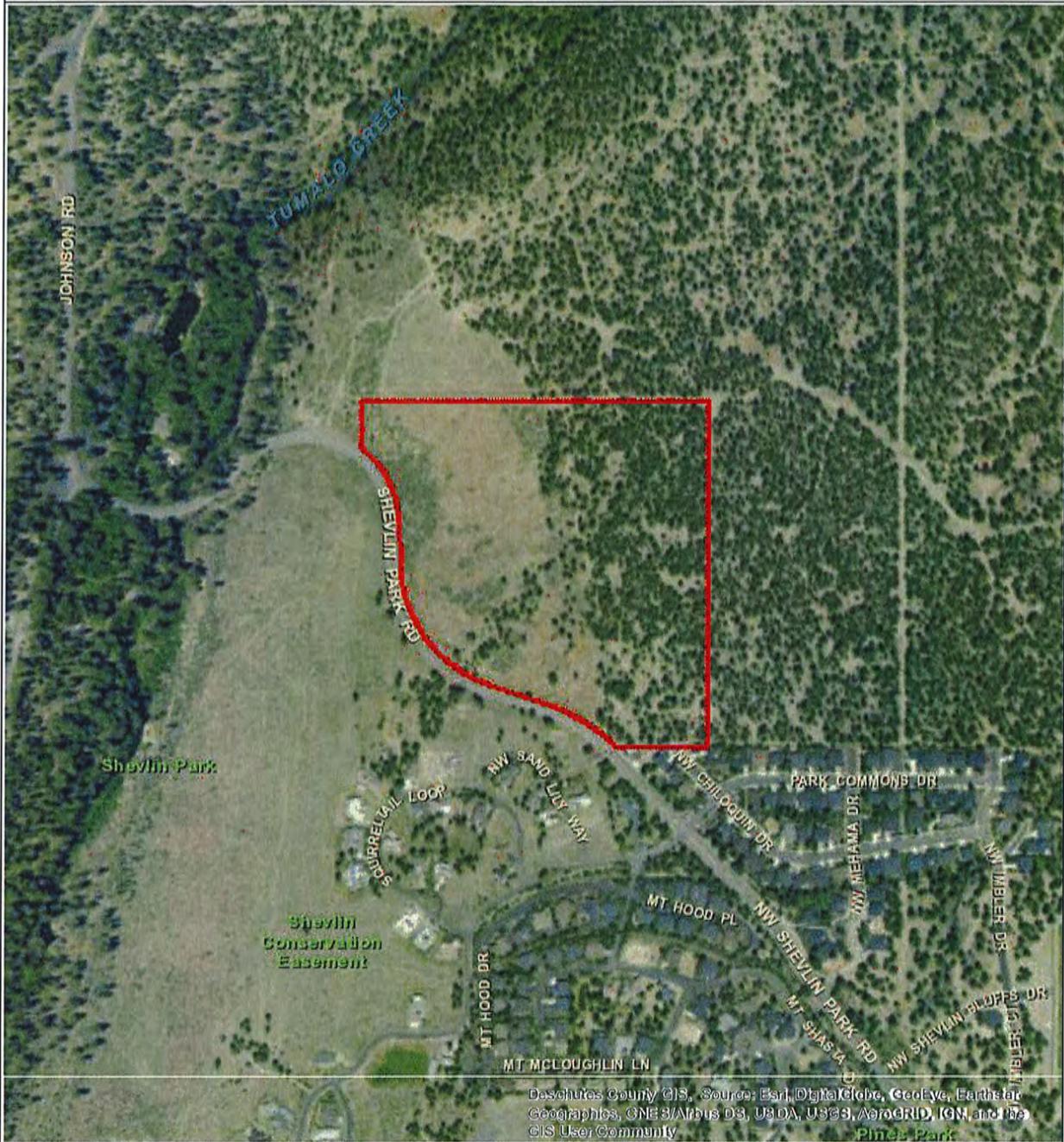


Exhibit E



EXHIBIT "F"

LAND LOCATED IN THE SOUTHEAST ¼ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 17 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBD AS FOLLOWS:

BEGINNING AT THE NORTHEAST 1/16 CORNER OF SAID SECTION 26;

THENCE ALONG THE NORTH LINE OF THE SOUTHAST ¼ OF THE NORTHEAST 1/1 OF SAID SECTION 26, NORTH 89°43'49" WEST 1063.30 FEET;

THENCE SOUTH 00°13'59" EAST 1317.13 FEET TO A PONT ON THE EAST-WEST CENTERLINE OF SAID SECTION 26;

THENCE CONTINUING SOUTH 00°13'59" EAST 335.24 FEET;

THENCE NORTH 89°38'01" EAST 1054.02 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 26;

THENCE ALONG THE EAST LINE, NORTH 00°13'33" EAST 321.05 FEET TO THE EAST 1/16 CORNER OF SAID SECTION 26;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST 1/44 OF SAID SECTION 26, NORTH 00°03'25" EAST 1319.56 FEET TO THE POINT OF BEGINNING;

CONTAINS 1,743,668 SQUARE FEET OR 40.029 ACRES, MORE OR LESS.

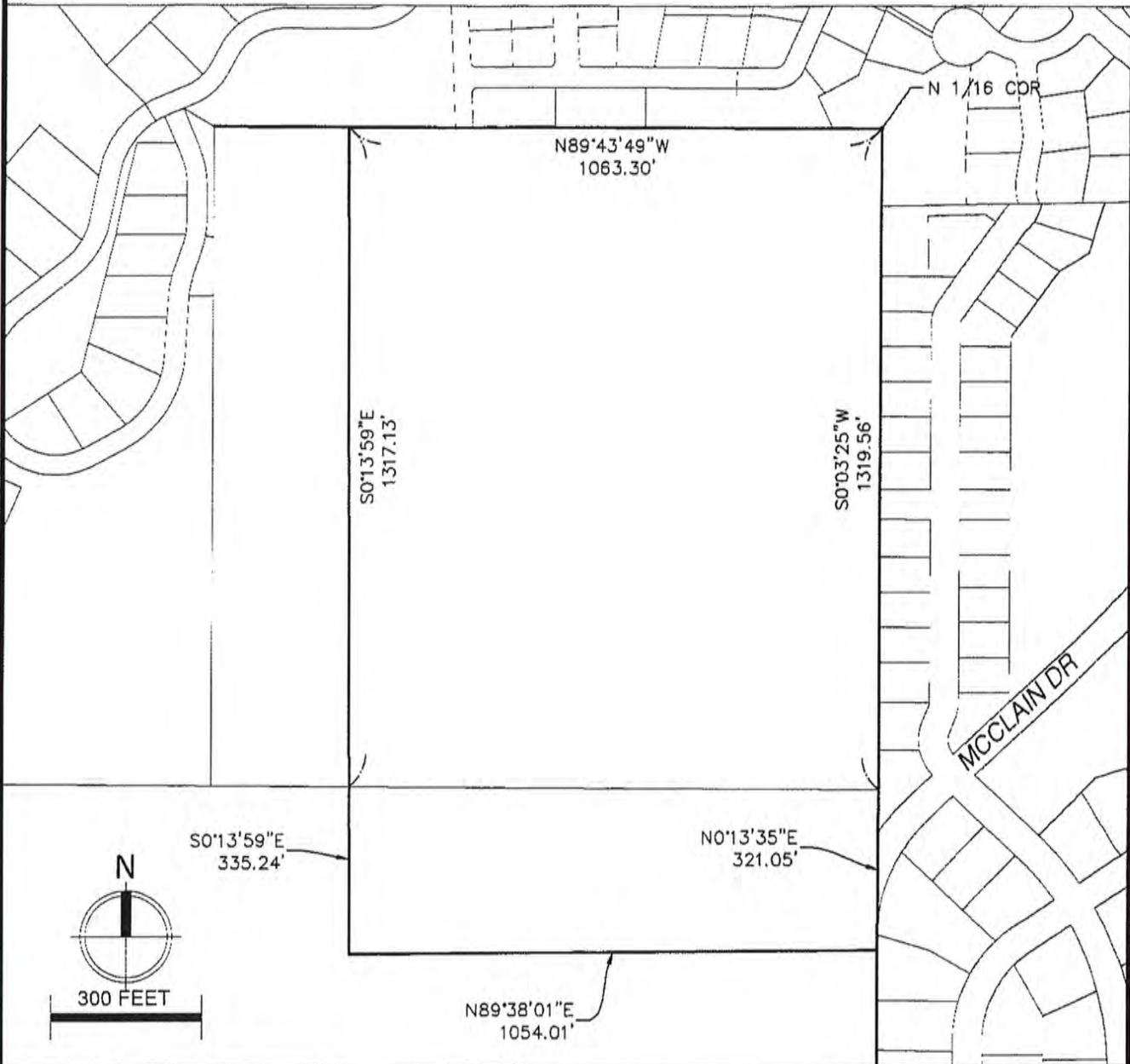
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
DEC. 15, 2009
ERIK J. HUFFMAN
70814

RENEWS: JUN. 30, 2019

EXHIBIT F

LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 17 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN
DESCHUTES COUNTY, OREGON



BECON
CIVIL ENGINEERING & LAND SURVEYING

549 SW MILL VIEW WAY
SUITE 105
BEND, OREGON 97702
(541) 633-3140
www.beconeng.com

FOR: RIO LOBO, LLC

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
DEC. 16, 2009
ERIK J. LUFFMAN
708'4

DATE: 08/10/2018

SCALE: 1" = 300'

DRAWN BY: JLB

PROJ: 13861

REVIEWS: JUN. 30, 2017

EXHIBIT G

LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35, SOUTH 00°14'12" 1314.08 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTIONS 35 AND 36;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, NORTH 89°57'40" WEST 1324.60 FEET, TO THE NORTHEAST 1/16 CORNER OF SAID SECTION 35;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, NORTH 89°57'40" WEST 63.60 FEET;

THENCE LEAVING SAID SOUTH LINE AND ALONG THE FOLLOWING EIGHT COURSES, BEING THE PROPOSED WESTERLY RIGHT OF WAY OF SKYLINE RANCH ROAD;

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1035.00 FEET, AN ARC LENGTH OF 170.80 FEET, A TOTAL ANGLE OF 09°27'19", AND A CHORD WHICH BEARS NORTH 27°53'48" EAST 170.61 FEET;

THENCE NORTH 32°37'28" EAST 188.92 FEET;

THENCE NORTH 29°34'46" EAST 297.75 FEET;

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 565.00 FEET, AN ARC LENGTH OF 78.16 FEET, A TOTAL ANGLE OF 07°55'33", AND A CHORD WHICH BEARS NORTH 25°37'00" EAST 78.10 FEET;

THENCE NORTH 21°39'13" EAST 345.16 FEET;

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 335.00.00 FEET, AN ARC LENGTH OF 148.09 FEET, A TOTAL ANGLE OF 25°19'39", AND A CHORD WHICH BEARS NORTH 34°19'03" EAST 146.88 FEET;

THENCE NORTH 46°58'52" EAST 111.97 FEET;

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 265.00 FEET, AN ARC LENGTH OF 179.51 FEET, A TOTAL ANGLE OF 38°48'47", AND A CHORD WHICH BEARS NORTH 27°34'29" EAST 176.10 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 35;

THENCE ALONG SAID NORTH LINE, SOUTH 89°54'58" EAST 657.66 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,353,517 SQUARE FEET OR 31.072 ACRES, MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

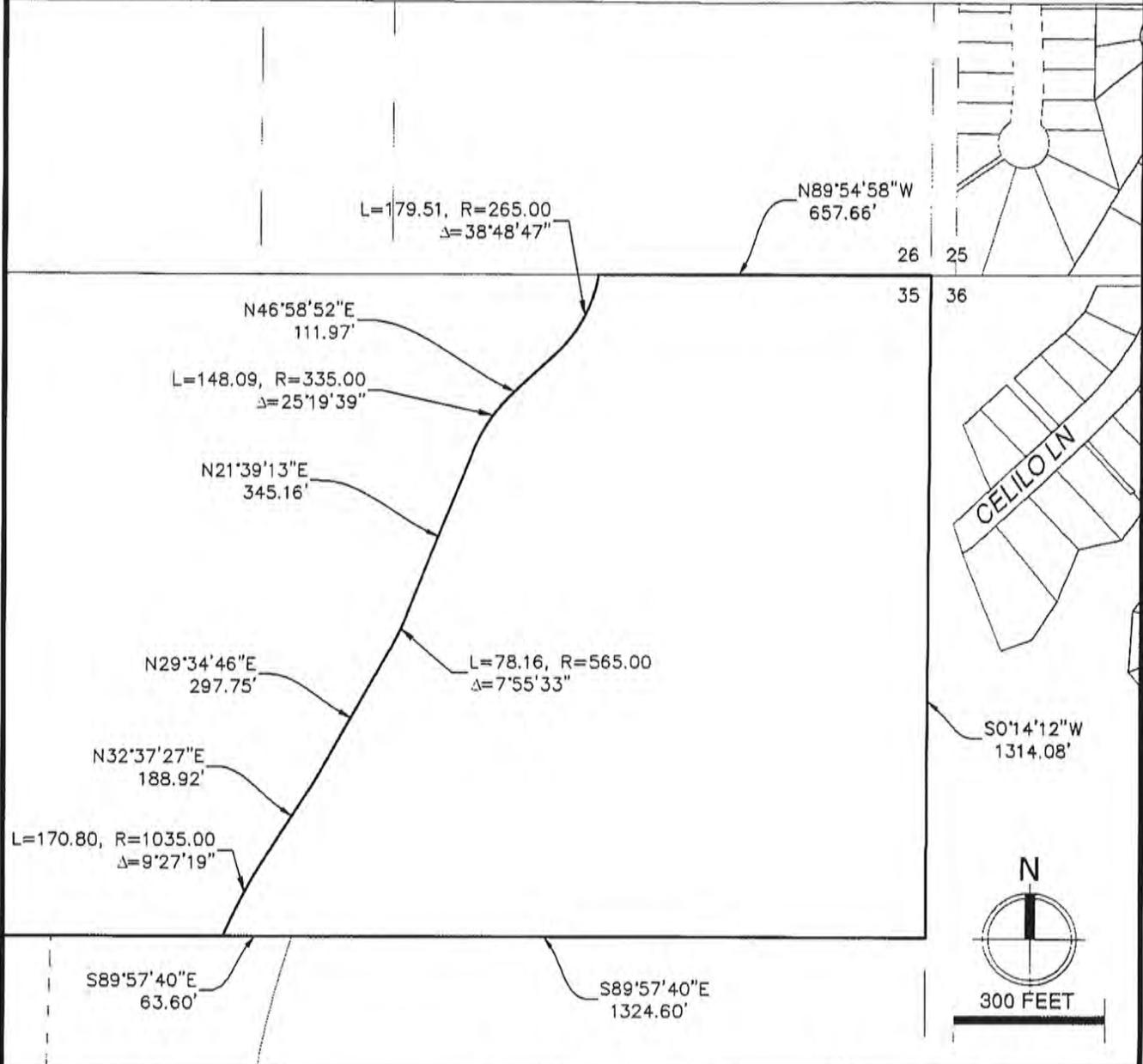
OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEWS: JUN. 30, 2019

EXHIBIT G

LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN

DESCHUTES COUNTY, OREGON



549 SW MILL VIEW WAY
 SUITE 105
 BEND, OREGON 97702
 (541) 633-3140
 www.beconeng.com

FOR: RIO LOBO, LLC

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Erk J. Huffvan

OREGON
 DEC. '6, 2009
 ERK J. HUFFVAN
 70814

DATE: 08/10/2018

SCALE: 1" = 300'

DRAWN BY: JLB

PROJ: 13861

RENEWS: JUN. 30, 2017

EXHIBIT H

LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26, THE NORTHWEST 1/4 OF SECTION 35, AND THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006-62213, DESCHUTES COUNTY OFFICIAL RECORDS;

EXCEPTING THEREFROM;

BEGINNING AT THE EAST 1/16 CORNER OF SAID SECTION 26;

THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 26, NORTH 89°35'46" WEST, 1056.65 FEET;

THENCE SOUTH 00°13'59" EAST 335.24 FEET;

THENCE NORTH 89°38'01" EAST 1054.02 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26;

THENCE ALONG SAID EAST LINE, NORTH 00°13'35" EAST 321.05 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM;

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35, SOUTH 00°14'12" 1314.08 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTIONS 35 AND 36;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, NORTH 89°57'40" WEST 1324.60 FEET, TO THE NORTHEAST 1/16 CORNER OF SAID SECTION 35;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, NORTH 89°57'40" WEST 63.60 FEET;

THENCE LEAVING SAID SOUTH LINE AND ALONG THE FOLLOWING EIGHT COURSES, BEING THE PROPOSED WESTERLY RIGHT OF WAY OF SKYLINE RANCH ROAD;

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1035.00 FEET, AN ARC LENGTH OF 170.80 FEET, A TOTAL ANGLE OF 09°27'19", AND A CHORD WHICH BEARS NORTH 27°53'48" EAST 170.61 FEET;

THENCE NORTH 32°37'28" EAST 188.92 FEET;

THENCE NORTH 29°34'46" EAST 297.75 FEET;

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 565.00 FEET, AN ARC LENGTH OF 78.16 FEET, A TOTAL ANGLE OF 07°55'33", AND A CHORD WHICH BEARS NORTH 25°37'00" EAST 78.10 FEET;

THENCE NORTH 21°39'13" EAST 345.16 FEET;

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 335.00.00 FEET, AN ARC LENGTH OF 148.09 FEET, A TOTAL ANGLE OF 25°19'39", AND A CHORD WHICH BEARS NORTH 34°19'03" EAST 146.88 FEET;

THENCE NORTH 46°58'52" EAST 111.97 FEET;

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 265.00.00 FEET, AN ARC LENGTH OF 179.51 FEET, A TOTAL ANGLE OF 38°51'47", AND A CHORD WHICH BEARS NORTH 27°34'29" EAST 176.10 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 35;

THENCE ALONG SAID NORTH LINE, SOUTH 89°54'58" EAST 657.62 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH;

BEGINNING AT THE NORTH 1/16 CORNER OF SAID SECTION 26;

THENCE SOUTH 00°02'23" WEST 1316.45, TO THE CENTER 1/4 CORNER OF SAID SECTION 26;

THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 26, SOUTH 89°35'46" EAST 274.20 FEET;

THENCE NORTH 00°13'59" WEST 1317.13 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26;

THENCE NORTH 89°43'49" WEST 268.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,242,312 SQUARE FEET OR 304.002 ACRES, MORE OR LESS.

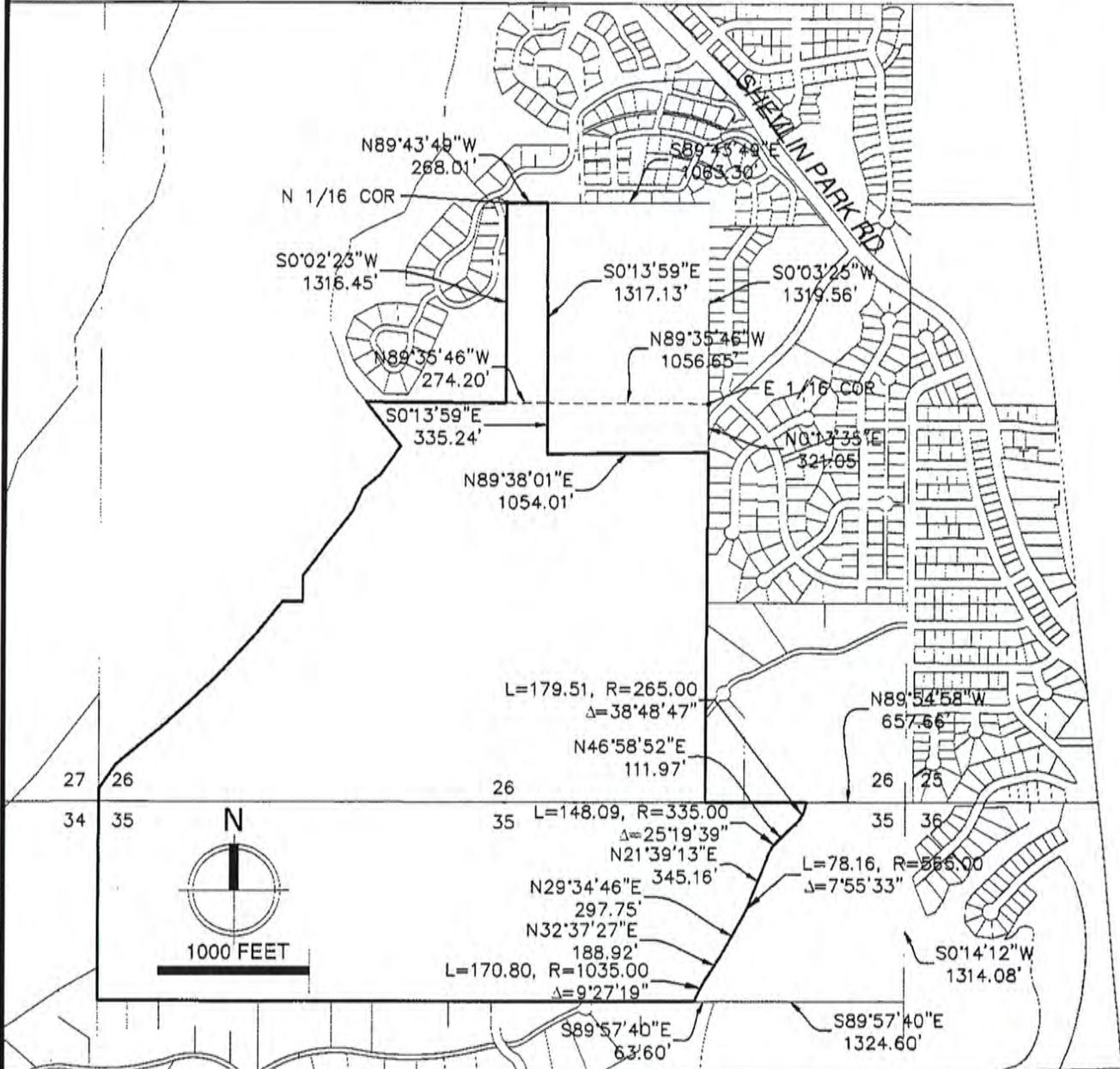
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEWS: JUN. 30, 2019

EXHIBIT H

LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26, THE NORTHWEST 1/4 OF SECTION 35, AND THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



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FOR: RIO LOBO, LLC

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

[Signature]
 OREGON
 DEC. 16, 2009
 ERK J. HUFFMAN
 70814

DATE: 08/10/2018

SCALE: 1" = 1000'

DRAWN BY: JLB

PROJ: 13861

RENEWS: JUN. 30, 2017

EXHIBIT I

A tract of land lying in the southeast one-quarter of the southeast one-quarter Section 26, Township 17 South, Range 11 East, Willamette Meridian, City of Bend, Deschutes County, Oregon and being all of Common 1 and a portion of both Common 2 and Anderson Ranch Road (private way) of the plat of Anderson Ranch P.U.D., Deschutes County Survey Plat Records and being more particularly described as follows:

Bearings are based on Anderson Ranch P.U.D., Deschutes County Survey Records.

The boundary of this Legal Description is based on Anderson Ranch P.U.D., Deschutes County Survey Records.

Beginning at the southeast corner and the initial point of Anderson Ranch P.U.D., thence along the east line of Anderson Ranch P.U.D. North $00^{\circ}23'18''$ East 1311.66 feet to the northeast corner of said Anderson Ranch P.U.D.; thence along the north line of said Anderson Ranch P.U.D. North $89^{\circ}44'47''$ West 546.94 feet to the east line of Tract A, Document 2015-024819 Deschutes County Deed Records; thence along said east line South $00^{\circ}09'39''$ East 299.06 feet to the north line of Anderson Ranch Road (private way); thence along said north line North $87^{\circ}14'00''$ West 108.77 feet to a point of curve left; thence around the curve left (Central angle = $31^{\circ}12'15''$, Radius = 266.00 feet, Long Chord bears South $77^{\circ}09'53''$ West, 143.08 feet) 144.87 feet to the southeast corner of Lot 2 of said Anderson Ranch P.U.D.; thence leaving said north line South $28^{\circ}26'15''$ East 32.00 feet to the south line of said Anderson Ranch Road (private way); thence along said south line South $61^{\circ}33'42''$ West 253.90 feet to a point of curve right; thence around the curve right (Central angle = $12^{\circ}58'40''$, Radius = 166.00 feet, Long Chord bears South $68^{\circ}03'02''$ West, 37.52 feet) 37.60 feet; thence South $74^{\circ}32'24''$ West 41.10 to a point of curve left; thence around the curve left (Central angle = $34^{\circ}38'21''$, Radius = 184.00 feet, Long Chord bears South $57^{\circ}13'14''$ West, 109.55 feet) 111.24 feet to a point of compound curve left; thence around the curve left (Central angle = $66^{\circ}46'18''$, Radius = 13.00 feet, Long Chord bears South $06^{\circ}30'55''$ West, 14.31 feet) 15.15 feet to a point of reverse curve left; thence around the curve left (Central angle = $75^{\circ}09'53''$, Radius = 47.00 feet, Long Chord bears South $10^{\circ}42'42''$ West, 57.33 feet) 61.66 feet to the northeast corner of Lot 4 of said Anderson Ranch P.U.D.; thence along the east line of said Lot 4 the following two courses: South $41^{\circ}42'34''$ East 167.33 feet; thence South $00^{\circ}12'45''$ West 558.07 feet to the south line of said Anderson Ranch P.U.D.; thence along said south line South $89^{\circ}54'52''$ East 1062.92 feet to the **Point Of Beginning**.

Containing 28.06 acres more or less.

See the attached Exhibit Map, which is made a part hereof.

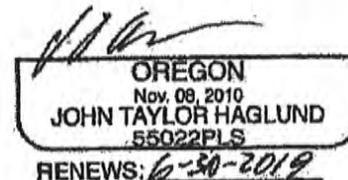
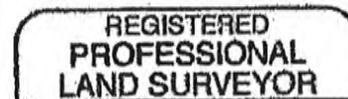


EXHIBIT J

**CITY OF BEND ENGINEERING DIVISION
TRAFFIC ANALYSIS MEMO – TIA REVIEW
BP18-3441-TRFA
WESTSIDE ANNEXATION**



**COMMUNITY
DEVELOPMENT**

Date: August 3, 2018
Project Site: Multiple project lots
Contact: Matt Kittelson
Kittelson & Associates, Inc.
541-312-8300

Existing Conditions:

The Westside Infrastructure Group (WIG) is made up of four (4) property owners that are working to develop the North West properties in Bend. These properties are primarily within the UGB but have not been annexed into the City Limits. Because of the cost and timing to the regional NW development of the properties, the WIG property owners are collaborating in a master plan development submittal and collectively forming agreements with the City to benefit all development. The members of the WIG area as follows:

- 1) Discovery West / NWX2, LLC (NWX2)
 - a. 245 acres in the West UGB Expansion Area – Master Plan Area 1
- 2) CCC, LLC (Coats),
 - a. 68 acres in the Shevlin UGB Expansion Area
 - b. 6 acres in City limits
 - c. 378 acres in the Transect Area North – Deschutes County
- 3) Rio Lobo Investments, LLC (Rio Lobo)
 - a. 31 acres in the West Bend UGB Expansion Area – Master Plan Area
 - b. 40 acres in the West bend UGB Expansion Area – Master Plan Area
 - c. 304 acres in the Transect Area South
- 4) Anderson Ranch Holdings Company LLC (Anderson Ranch)
 - a. 28 acres in the West UFB Expansion Area – Master Plan Area 2

The West expansion project sites are north of Skyliners Road and east of the Tree Farm Subdivision and south of Shevlin Park Road. The Shevlin expansion is north of Shevlin Park Road and abutting Regency Street. All expansion areas are within the Urban Growth Boundary (UGB) approved in 2016 but outside the current City Limits. The Transect Area is within Deschutes County, outside the UGB, but directly west of the West expansion area.

Density of the lots area governed by the Bend Comprehensive Plan (BCP) chapter 11, except for the Transect properties, which are located in the County and are governed by Deschutes County Code, Title 19.

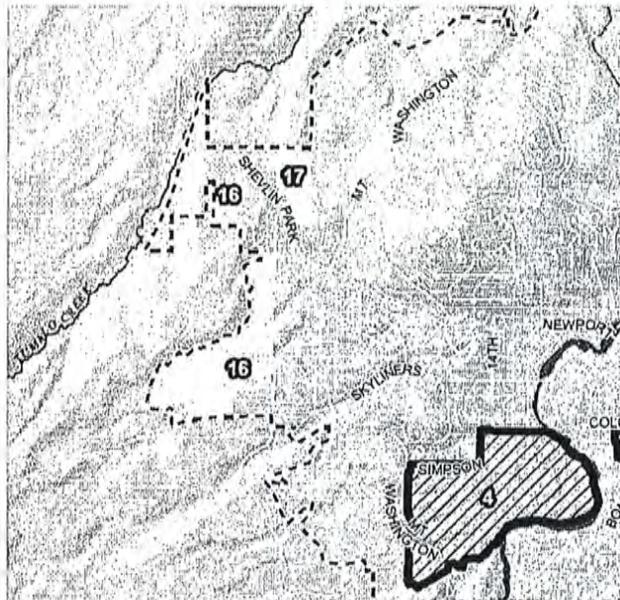


Figure A: Bend UGB map 2016
 #16 area – West Expansion area
 #17 – Shevlin Expansion area

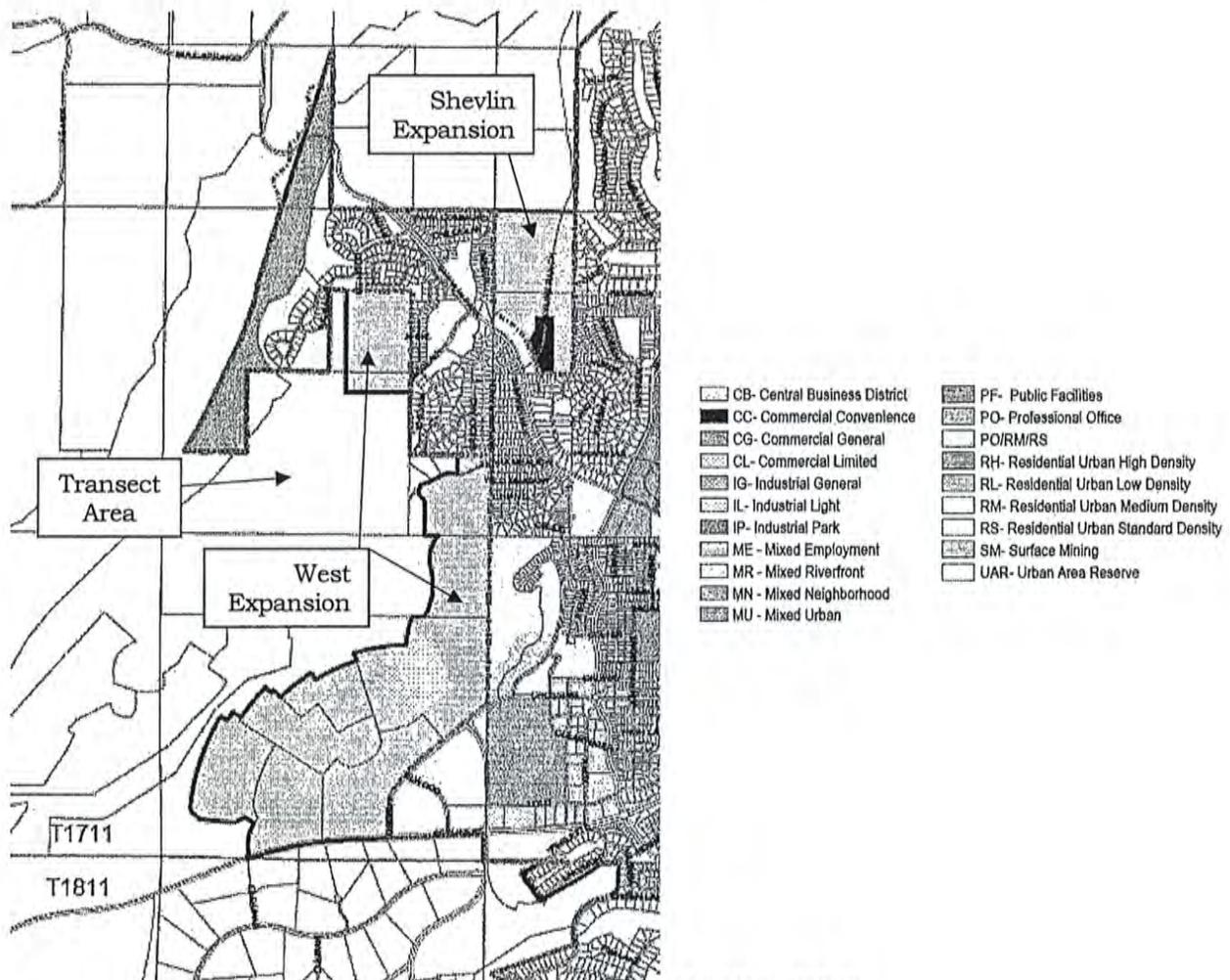


Figure B: Bend Comprehensive Plan - Zoning

Proposed Development:

The WIG development sites are anticipated to have a full buildout horizon of 20 years. The anticipated growth at buildout, is anticipated as follows:

West Area

- 321 gross acres of residential,
 - A minimum 870 and maximum 967 residential units
 - 9 percent attached single family units,
 - 21 percent multifamily units (includes duplexes and triplexes)
 - 70 percent detached single family units
- 7 gross acres of commercial, and
- 14 gross acres of mixed employment.

Maximum requirements for each area:

- Master Plan area 1 (Discovery West)
 - 650 units residential
 - 60 attached single family
 - 142 multifamily units
 - All 21 acres of commercial and mixed employment lands are in this area
- Master Plan Area 2 (Anderson Ranch)
 - 65 units in total
 - At least 12 attached single family units
- Master Plan Area 3 (Rio Lobo)
 - 136 units in total
 - At least 16 attached single family units
 - At least 59 multifamily units
 - 20 percent of the multifamily units will be affordable housing
- Mater Plan Area 4 (Rio Lobo)
 - 116 housing units with no mix of housing types specified or required.

Shevlin Area (Coats)

- 60 gross acres of residential
 - A minimum 162 units (i.e. 81 percent of the max) and a maximum of 200 units
 - A minimum 10 percent attached single family units
 - A minimum 21 percent multifamily units (including duplex and triplex)
 - A maximum of 69 percent detached single family units
- 8 gross acres of commercial.
- 600-student elementary school

Transect lands (Coats & Rio Lobo)

- Transect North (Coats) – anticipated 100 units
- Transect South (Rio Lobo) – anticipated 87 units

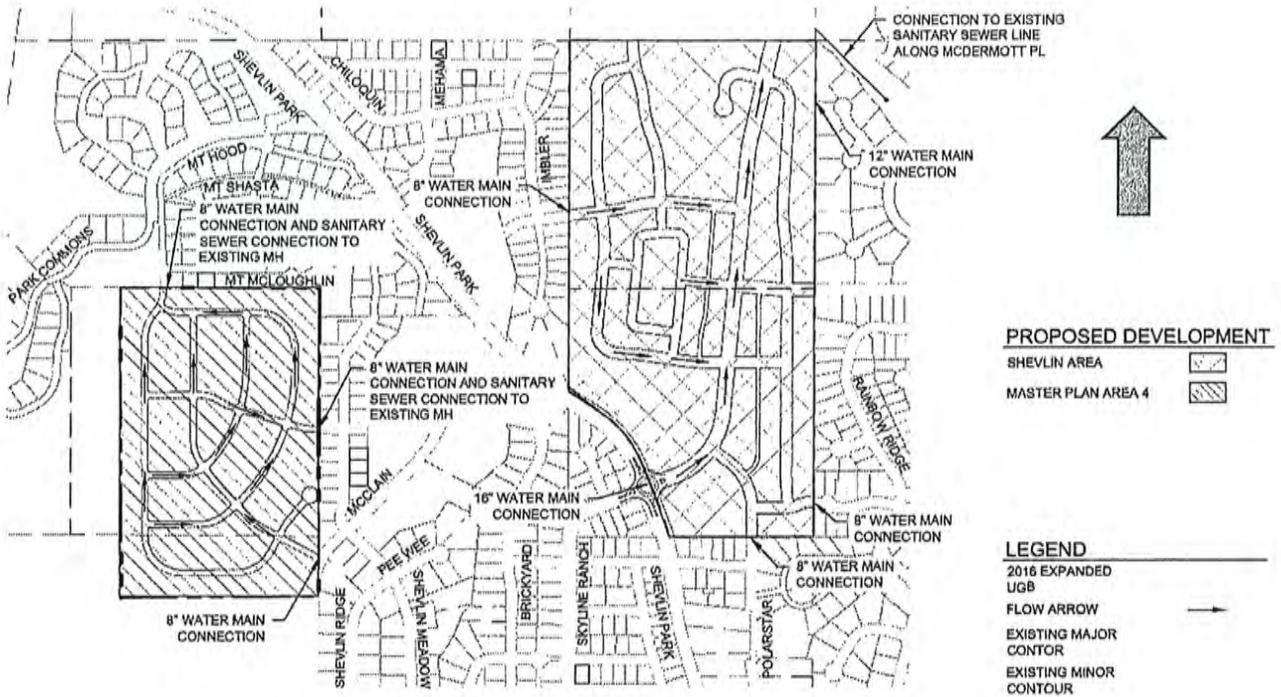


Figure D: Masterplan area 4 and Shevlin Area

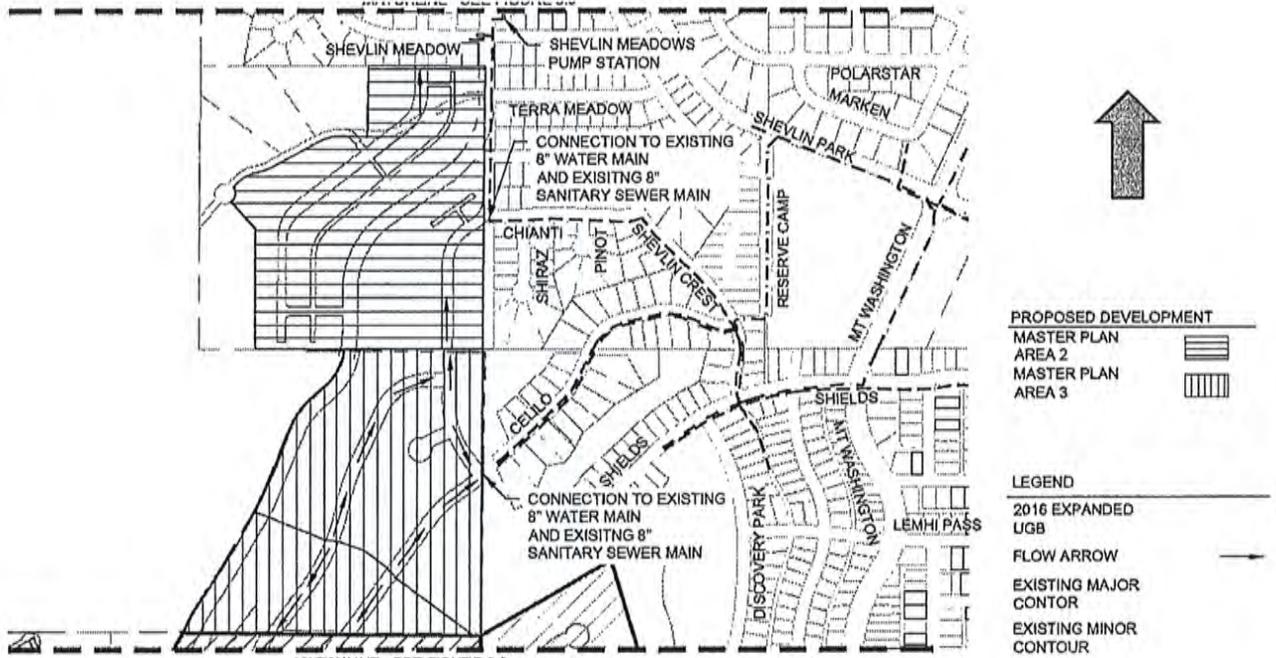


Figure E: Masterplan area 2 and 3

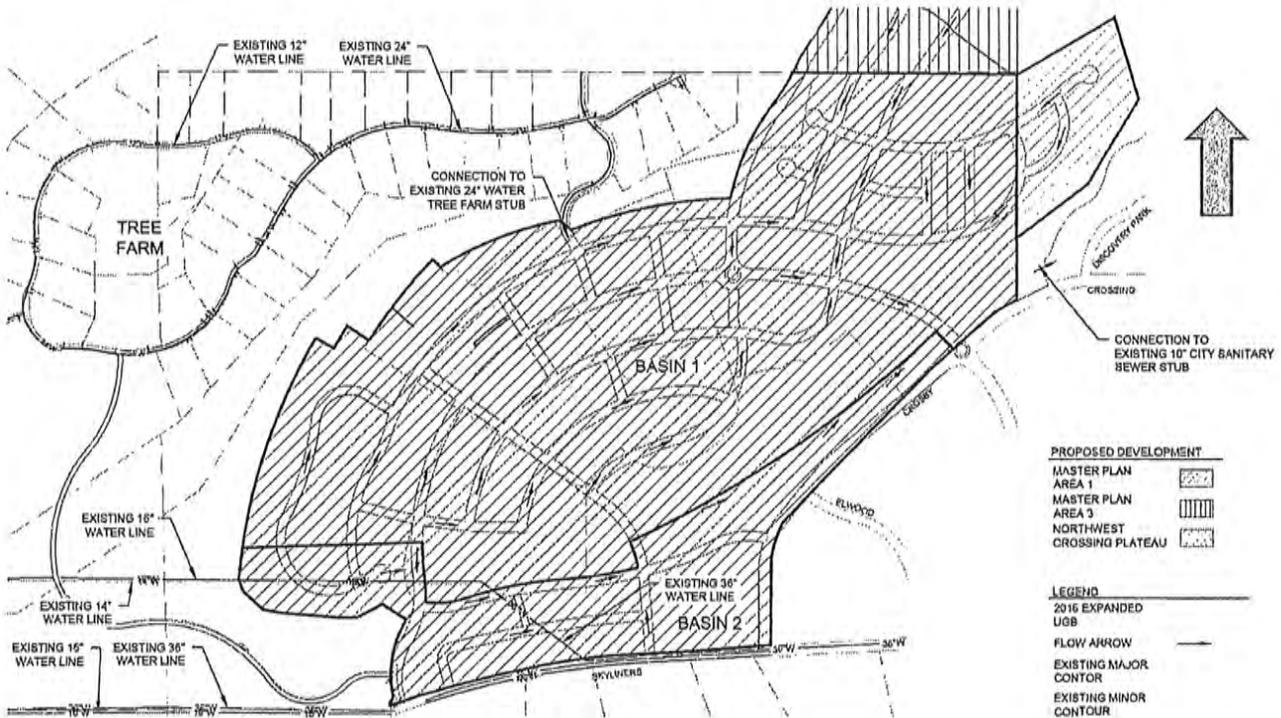


Figure F: Masterplan area 1 and 3

Transportation Impact Analysis (TIA) Required: Yes No

Kittelson & Associates submitted a Transportation Facilities Report (TFR), dated June 28, 2018, as part of TFR application number BP18-3441-TRFA (Kittelson project 21085).

The analysis was done based on a buildout horizon assumption of 2033 or beyond for Master Plan area 1 and the Shevlin Area. The Anderson Ranch and Rio Lobo areas may have a shorter duration than that anticipated for the master plan buildout. For consistency, it was assumed all developments would be completed by 2040 for determining the traffic impact mitigations.

Study intersections included:

- | | |
|---|---|
| Shevlin Park Road at Skyline Ranch Road | Mt Washinton Drive at NW Crossing Drive |
| Shevlin Park Road at Mt. Washington Drive | Mt. Washington Drive at Skyliners Road |
| Shevlin Park Road at NW Crossing Drive | Skyliners Road at Crosby Drive |
| 14 th Street at Newport Avenue | Skyliners Road at Lemhi Pass Drive |
| Mt. Washington Drive at Regency Drive | Skyliner Ranch Road at NW Crossing Drive |
| Skyliners Road at Skyline Ranch Road | 14 th Street at Galveston Avenue |
| Shevlin Park Road at College Way | |

These intersection analysis is based on the ITE trip rates:

Land Use	ITE Code	Size	Total Daily Trips	Weekday AM Peak Hour		Weekday PM Peak Hour			
				Trips	In	Out	Trips	In	Out
Master Plan Area 1 (Discovery West)									
Single Family	210	448	4,264	336	84	252	448	282	166
Townhomes	230	60	348	26	4	22	31	21	10

Apartments	220	142	944	72	14	58	88	57	31
Retail	820	22,870	976	22	14	8	85	41	44
Office	710	205,820	2,270	321	282	39	307	52	255
Total			8,802	777	398	379	959	453	506
Master Plan Area 2 (Anderson Ranch)									
Single Family	210	53	504	40	10	30	53	33	20
Townhomes	230	12	70	5	1	4	6	4	2
Total			574	45	11	34	59	37	22
Master Plan Area 3 (Rio Lobo)									
Single Family	210	61	580	46	12	34	61	38	23
Townhomes	230	16	92	7	1	6	8	5	3
Apartments	220	59	392	30	6	24	37	24	13
Total			1,064	83	19	64	106	67	39
Master Plan Area 4 (Rio Lobo)									
Single Family	210	116	1,104	87	22	65	116	73	43
Total West Area									
Single Family	210	678	6,452	509	128	381	678	426	252
Townhomes	230	88	510	38	6	32	45	30	15
Apartments	220	201	1,336	102	20	82	125	81	44
Retail	820	22,870	976	22	14	8	85	41	44
Office	710	205,820	2,270	321	282	39	307	52	255
Total			11,544	992	450	542	1,240	630	610
Shevlin Area (Coats)									
<i>Existing Use</i>	<i>Studies</i>	<i>297 acres</i>	<i>(100)</i>	<i>(16)</i>	<i>(8)</i>	<i>(8)</i>	<i>(16)</i>	<i>(8)</i>	<i>(8)</i>
Single Family	210	161	1,532	121	30	91	161	101	60
Townhomes	230	20	116	9	2	7	10	7	3
Apartments	220	42	280	21	4	17	26	17	9
Retail	820	26,140	1,116	25	16	9	97	47	50
Office	710	60,980	672	95	84	11	91	15	76
Elementary School	520	600	774	270	149	121	90	44	46
Total			4,390	525	277	248	459	223	226
Transect (North and South Areas)									
Single Family	210	100	952	75	19	56	100	63	37
Single Family	210	87	828	65	16	49	87	55	32
Total All Areas									
Total Trips			17,714	1,657	762	895	1,886	971	915

Table A: Anticipated ITE Trips from WIG developments

Under a no-build condition, the following intersections are shown to already exceed City standards:

- Lemhi Pass at Skyliners Road
- 14th Street at Newport Avenue
- 14th Street at Galveston Avenue

Under 2040 build-out conditions, the following intersections, in addition to the no-build condition intersections listed previously, exceed City standards:

- Skyline Ranch Road at Skyliners Road
- Shevlin Park Road at College Way
- Mt. Washington Drive at Skyliners Road
- Mt. Washington Drive at Regency Street
- Shevlin Park Road at Skyline Ranch Road

Intersection		Exlst. Traffic Control	Exist.	2040 No Build	Phase 1: 25% Build Out	Phase 2: 50% Build Out	Phase 3: 75% Build Out	2040 Build
Crosby Dr	Skyliners Rd	TWSC	Meets	Meets	Meets	Meets	Meets	Meets
Skyline Ranch Rd	Skyliners Rd	TWSC	Meets	Meets	Meets	Meets	Meets	Exceed
Skyline Ranch Rd	Crosby Dr	TWSC	Meets	Meets	Meets	Meets	Meets	Meets
Mt. Washington Dr	Skyliners Rd	Single Lane Roundabout	Meets	Meets	Meets	Meets	Exceed	Exceed
Mt. Washington Dr	NW Crossing Dr	Single Lane Roundabout	Meets	Meets	Meets	Meets	Meets	Meets
Lemhi Pass	Skyliners Rd	TWSC	Meets	Exceed	Exceed	Exceed	Exceed	Exceed
14th St	Galveston Ave	Single Lane Roundabout	Meets	Exceed	Exceed	Exceed	Exceed	Exceed
14th St	Newport Ave	Single Lane Roundabout	Meets	Exceed	Exceed	Exceed	Exceed	Exceed
College Way	Shevlin Park Rd	Single Lane Roundabout	Meets	Meets	Meets	Meets	Meets	Exceed
NW Crossing Dr	Shevlin Park Rd	Single Lane Roundabout	Meets	Meets	Meets	Meets	Meets	Meets
Mt. Washington Dr	Shevlin Park Rd	Single Lane Roundabout	Meets	Meets	Meets	Meets	Meets	Meets
Mt. Washington Dr	Regency St	TWSC	Meets	Meets	Meets	Meets	Meets	Exceed
Shevlin Park Rd	Skyline Ranch Rd	TWSC	Meets	Meets	Meets	Meets	Meets	Exceed

Table B: Intersection analysis – Meet or Exceed BDC 4.7 criteria

Facility Upgrade Requirements: Anticipated Mitigation

Below are the anticipated mitigation requirements for the proposed site development. These points of mitigation can be modified upon the filing and review of the land use application, as there may be components that change or that were discussed in the burden of proof and may not have been brought to the City's attention. The site development is anticipated to have the following mitigation requirements:

Mitigation 1: The WIG shall enter into a Development Agreement with the City of Bend outlining the overall transportation mitigation package.

Mitigation 2: A Single Lane (asphalt) Roundabout at Skyline Ranch Road at Shevlin Park Road. The Roundabout shall be constructed no later than the date that the lots are platted that represent 50 percent of the Coats' p.m. peak hour trips or when the extension of Skyline Ranch Road is complete from Skyliners Road to Shevlin Park Road, whichever comes first.

Mitigation 3: A Single Lane (asphalt) Roundabout at Skyline Ranch Road at Skyliners Road. The Roundabout shall be constructed no later than the date that the lots are platted that represent 50 percent of the NWX2's p.m. peak hour trips or when the extension of Skyline Ranch Road is complete from Skyliners Road to Shevlin Park Road, whichever comes first.

Mitigation 4: Skyline Ranch Road will be completed and connected from Skyliners Road to Shevlin Park Road. The WIG shall coordinate with the City of Bend to determine the best alignment and submit for a Transportation System Plan amendment to accompany the master plan submittals for each individual property's development. If the existing unimproved Skyline Ranch Road right of way south of NW Chianti Lane is no longer needed for public road purposes after the new Skyline ranch Road is constructed, the City is open to a right of way vacation to return the land to the Anderson Ranch's ownership and/or adjacent owners.

Mitigation 5: Regency Street shall be constructed from its current improved terminus at the tax lot identified as 171125BD1200 to Coats' land boundary, which is approximately 850' at such time as specified in the Coats' master plan or other development approval.

Mitigation 6: All local and higher classification streets, private or public, shall be constructed to City of Bend standards and specifications as each phase of each property develops. Deviations from the Bend Development Code can be permitted, if approved by the City, through the master plan submittal for each development.

Mitigation 7: The sight distance deficiency at the south leg of Skyline Ranch Road and Shevlin Park Road shall be mitigated under the first phase of development that abuts Shevlin Park Road. The mitigation measures shall be proposed by the EOR for one of the adjacent properties. Mitigation shall be approved by the City prior to work beginning with the understanding that it is a temporary fix until the future roundabout at this location will be constructed.

Mitigation 8: All property owners will pay the Transportation System Development Charge (TSDC) assessed by the City at the time of development.

Mitigation 9: The Transect Properties will pay the difference between the Deschutes County TSDCs and the City of Bend TSDCs assessed at the time of development.

Mitigation 10: Coordination of multi-modal infrastructure, specifically bicycle and pedestrian systems, along with connections to nearby systems will be determined at the time of master plan approvals.

Mitigation 11: In lieu of making intersection improvements at Mt. Washington Drive at Regency, Skyliners Road at Lemhi Pass, Galveston at 14th Street, Mt. Washington Drive at Skyliners Road, Shevlin Park Road at College Way, and Newport Avenue at 14th Street – the City will accept a contribution of \$1,400,000.00. This contribution is based on the following breakdown of the intersection impacts:

Intersection	Current Condition	Proposed Improvement	Cost	Proportionate Share	Total
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Newport/14 th	Single Lane Roundabout	Roundabout Improvements	\$960,000	19.5%	\$ 187,200
Mt Washington/Regency	Unsignalized Intersection	Signalized Intersection	\$ 300,000	43.8%	\$ 131,400
Skyliners/Lehmi Pass	Unsignalized Intersection	Signalized Intersection	\$ 300,000	30.9%	\$ 92,700
Galveston/14 th	Single Lane Roundabout	Roundabout Improvements	\$ 960,000	18.8%	\$ 180,480
Mt Washington/Skyliners	Single Lane Roundabout	Roundabout Improvements	\$ 960,000	51.8%	\$ 497,280
Shevlin/College Way	Single Lane Roundabout	Roundabout Improvements	\$960,000	26.6%	\$ 255,360
Additional Funding			\$55,580		\$ 55,580
					\$ 1,400,000

Duration of Approval:

If a land use application or development agreement is not completed within six (6) months from the date this memorandum was signed, this approval shall be void.

WRITTEN BY: Chris Henningsen, PE, Principal Engineer
 chenningsen@bendoregon.gov
 (541) 388-5571

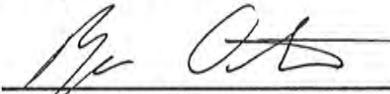
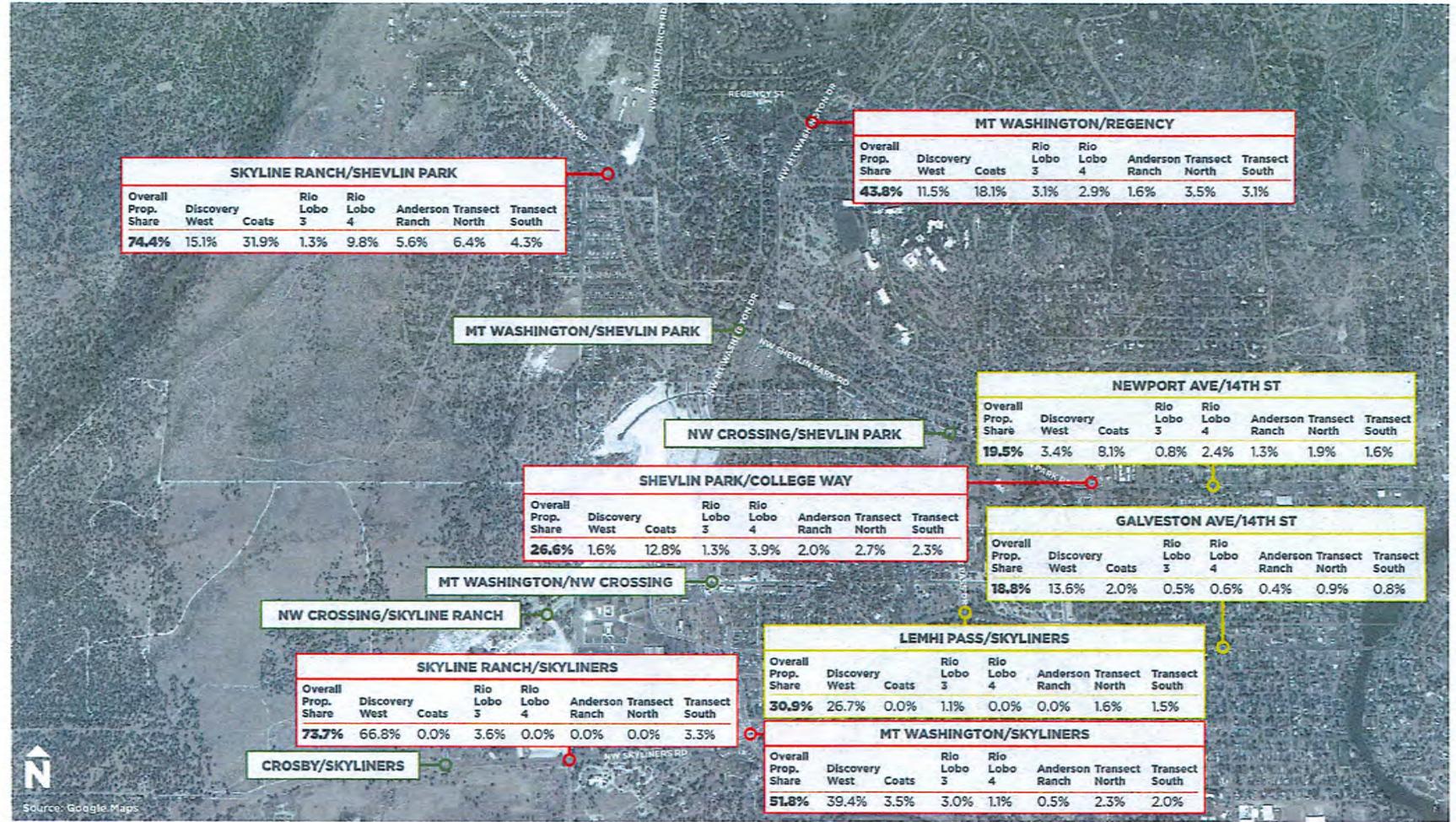
APPROVED BY:  **DATE:** 8/8/2018
 Ryan Oster, PE, City Engineer

EXHIBIT K

H:\21\21085 - NorthWest Crossing 2\graphics

MAY 2018



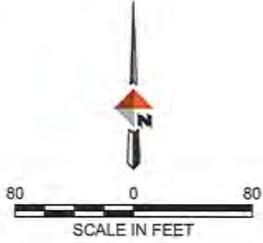
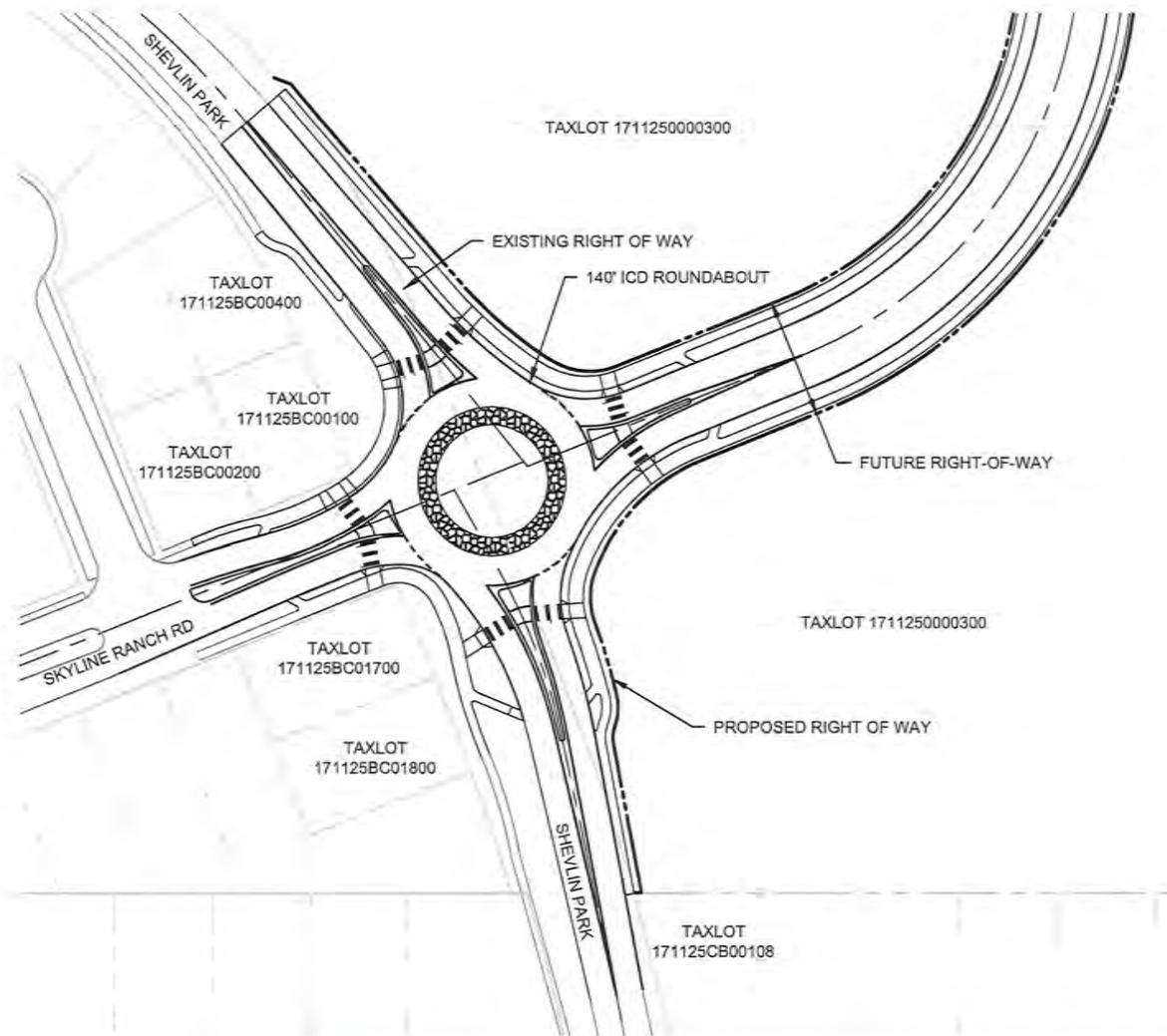
Source: Google Maps

- Meets Standards
- Exceeds Standards : Build Condition
- Exceeds Standards : No Build & Build Condition

WESTSIDE TRANSPORTATION STUDY
DRAFT 2040 Transportation Proportionate Share



C:\31142\01\650\CD\KWA-CT\FIG\14142-01.dwg PLOT DATE: 2018.06.07 11:51 SAVED DATE: 2018.06.06 11:54 USER: shinn



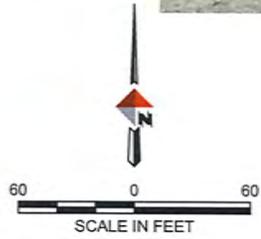
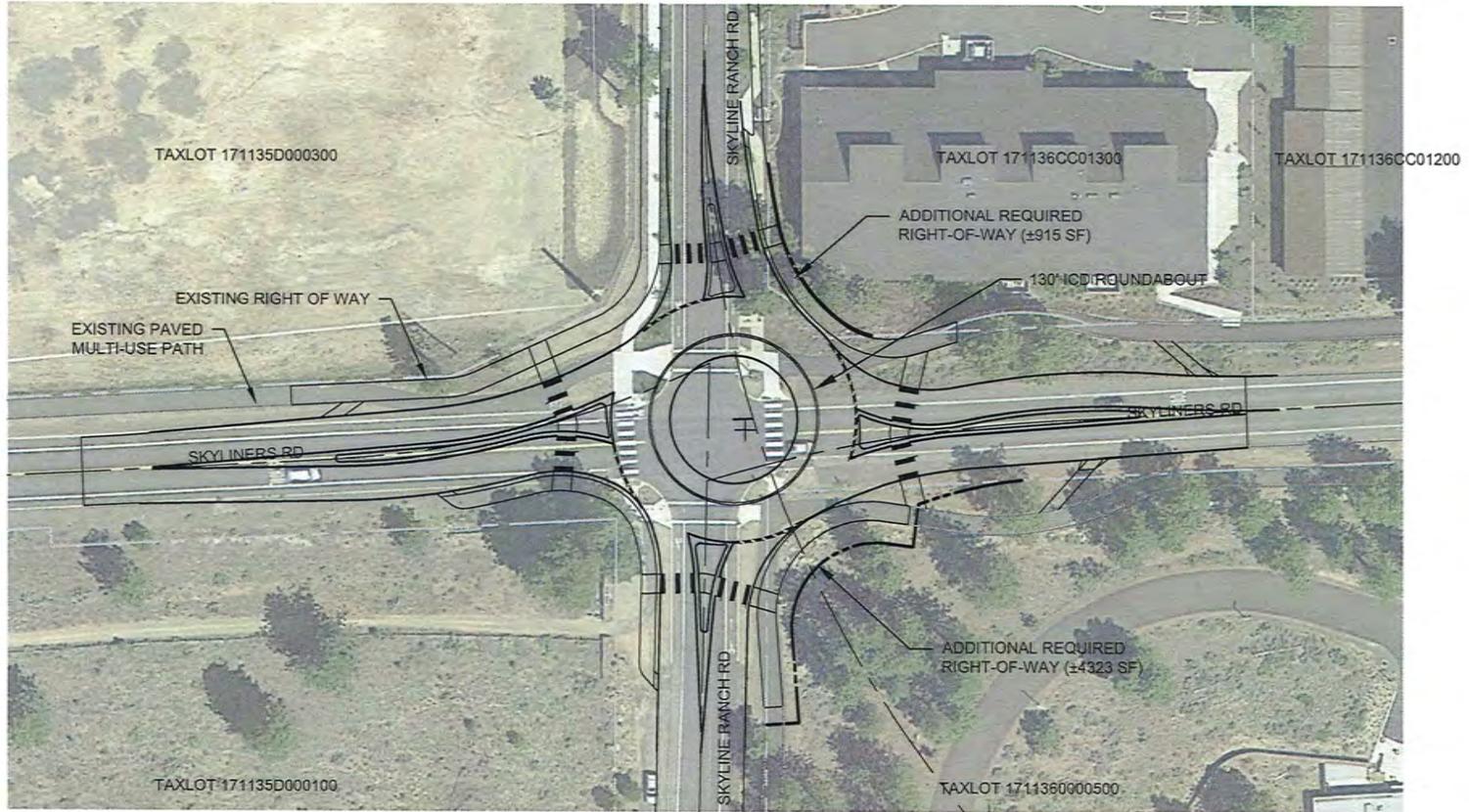
DOWL
 www.dowl.com
 963 SW Simpson, #200
 Bend, Oregon 97702
 541-385-4772

DISCOVERY WEST
 SKYLINE RANCH AT SHEVLIN PARK ROUNDABOUT PLAN
 BEND, OREGON

PROJECT	14142-01
DATE	6/07/2018

EXHIBIT L

D:\2018\14142-01\65250\DWG\14142-01\14142-02.dwg PLOT DATE 2018-07-26 16:04 EXAMINER DATE 2018-07-26 16:01 USER jmmason



Note: Shifted and reduced roundabout. NW quadrant impacts have not been evaluated.

DOWL
www.dowl.com
 963 SW Simpson, #200
 Bend, Oregon 97702
 541-385-4772

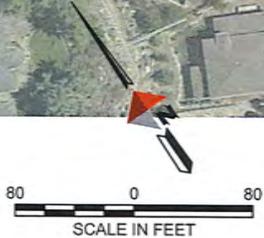
DISCOVERY WEST
 SKYLINE RANCH AT SKYLINERS ROUNDABOUT PLAN
 BEND, OREGON

PROJECT	14142-01
DATE	07-25-2018

EXHIBIT M

NOTES:

1. INTERSECTION AHEAD (W2-7R OR W2-2) WITH '800 FT PLAQUE (W16-2aP) AND FLASHING BEACON (SOLAR POWER AND CONTINUOUS FLASHING) ON SINGLE POST. LOCATION 800 FEET FROM SKYLINE RANCH RD/SHEVLIN PARK RD INTERSECTION.
2. REBUILD EXISTING CURB RAMPS (2) IF THEY DON'T MEET CURRENT ADA GUIDELINES.



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953 SW Simpson, #200
Bend, Oregon 97702
541-385-4772

INTERIM SAFETY IMPROVEMENT PHASE 1
SKYLINE RANCH / SHEVLIN PARK RD
FOR EXISTING CONDITIONS
BEND, OREGON

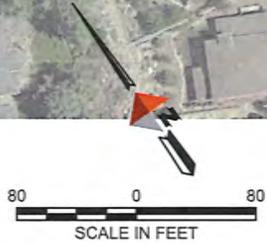
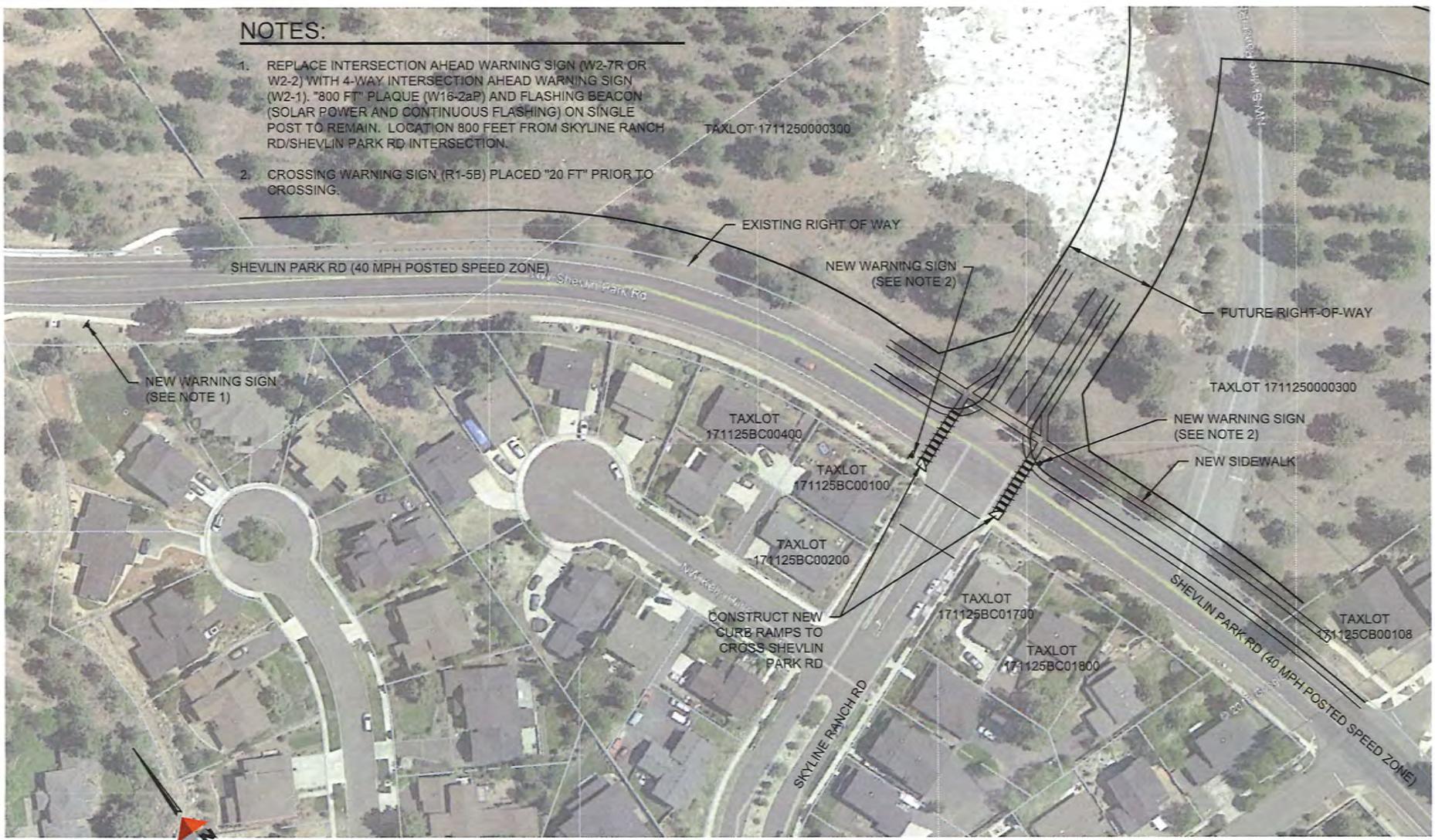
PROJECT	14142-01
DATE	7/18/2018

EXHIBIT O-1

G:\2018\14142-01\SCADA\USA-CT-11\2-14142-02.dwg PLOT DATE 2018.7.24 16:18 SAVED DATE 2018.07.24 16:04 USER: hww

NOTES:

1. REPLACE INTERSECTION AHEAD WARNING SIGN (W2-7R OR W2-2) WITH 4-WAY INTERSECTION AHEAD WARNING SIGN (W2-1), "800 FT" PLAQUE (W16-2aP) AND FLASHING BEACON (SOLAR POWER AND CONTINUOUS FLASHING) ON SINGLE POST TO REMAIN. LOCATION 800 FEET FROM SKYLINE RANCH RD/SHEVLIN PARK RD INTERSECTION.
2. CROSSING WARNING SIGN (R1-5B) PLACED "20 FT" PRIOR TO CROSSING.



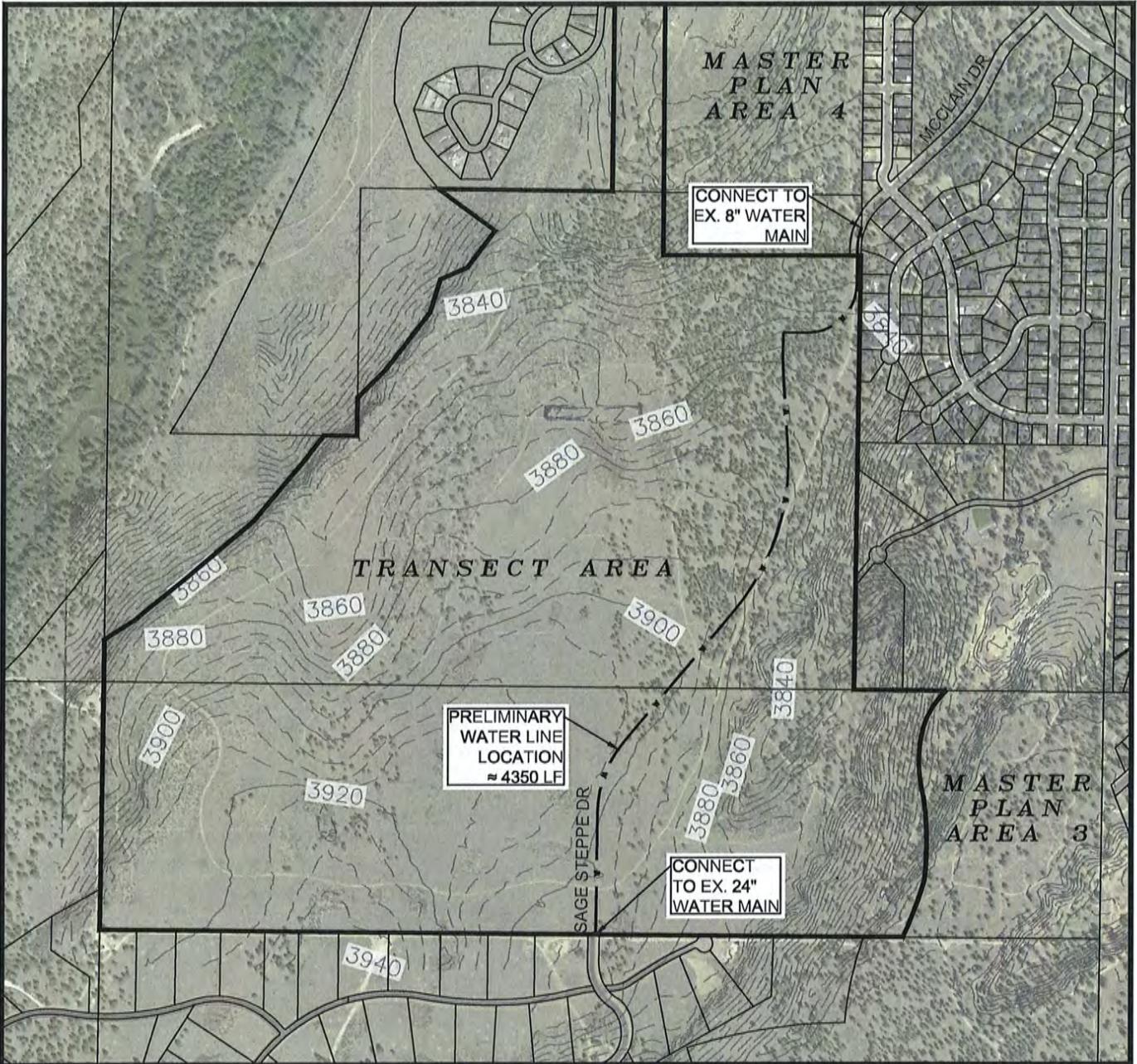
DOWL
www.dowl.com
 963 SW Simpson, #200
 Bend, Oregon 97702
 541-385-4772

INTERIM SAFETY IMPROVEMENT PHASE 2
 SKYLINE RANCH / SHEVLIN PARK RD
 WITH FUTURE SKYLINE RANCH RD CONSTRUCTED
 BEND, OREGON

PROJECT	14142-01
DATE	7/18/2018

EXHIBIT O-2

D:\2018\14142-01\9630\DWG\14142-01-01.dwg PLOT DATE 2018-07-24 16:17 SAVED DATE 2018-07-24 16:04 USER: hmw



LEGEND:

TAX ASSESSOR PROPERTY LINE 

PROPOSED WATER LINE 

TRANSECT AREA 





WATER LINE EXHIBIT P

TRANSECT AREA



DATE: 07/18/2018

SCALE: 1" = 800'

DRAWN BY: JLB

PROJ: 13861

SHEET 1 of 1

Exhibit Q

CITY OF BEND ENGINEERING DIVISION UTILITY AVAILABILITY MEMO – SWA CERTIFICATE WEST SIDE EXPANSION AREAS



COMMUNITY
DEVELOPMENT

Date: June 18, 2018
Project Site: West Side and Shevlin UGB Expansion Areas
Contact: NWX 2, LLC
541-749-2934

PROJECT PROPOSAL

Six properties on the West Side of the City are proposing to develop. The development areas will be a mixture of Commercial, Industrial, and Residential areas. The development areas are broken down in Figure 1 and 2. Table 1 has the estimations of what will be built in each area.

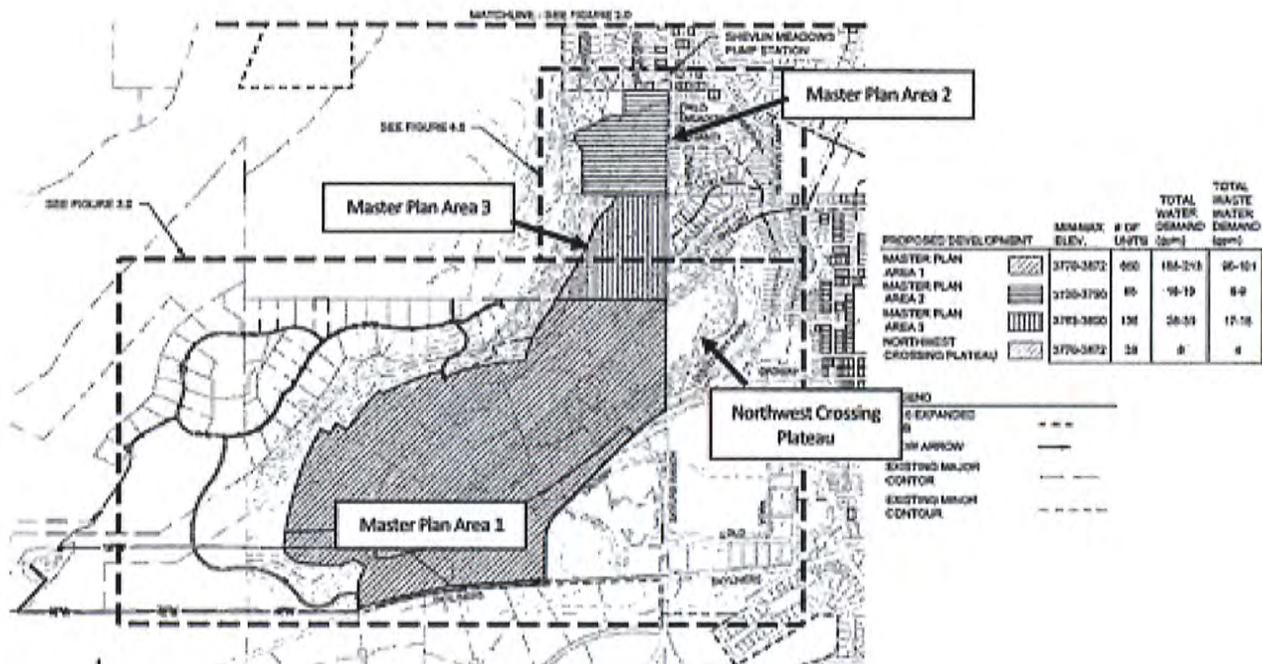


Figure 1: Master Plan areas 1,2,3 and Northwest Crossing Plateau

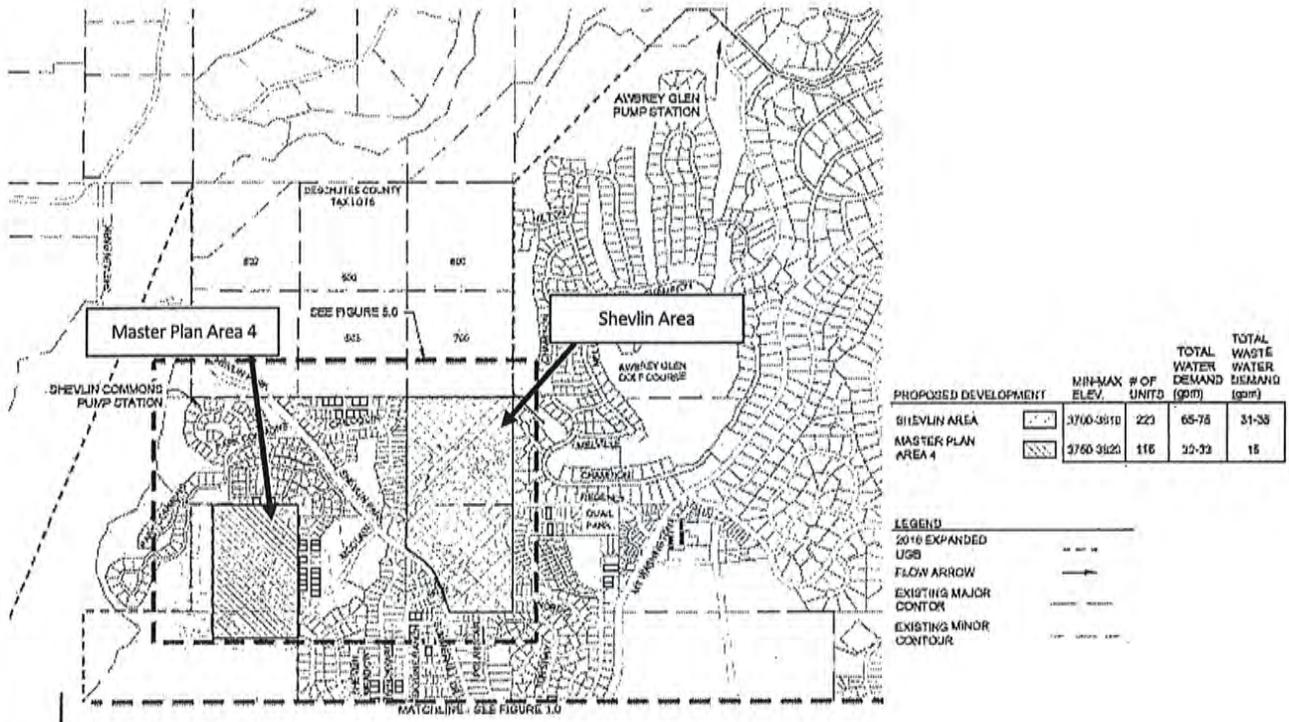


Figure 2: Master Plan Area 4 and Shevlin Area

Table 1: Summary of Proposed Flow Rates:

Master Plan Area	Number of Single Family Dwellings	Mixed Employment/Commercial Acreage	Potential Accessory Dwelling Units and Live/Work Units	Estimated Water Consumption	Estimated Sewer Consumption
Master Plan Area 1	650	21 Acres	90	237 gpm	65 gpm
Master Plan Area 2	65	0	2	18 gpm	6 gpm
Master Plan Area 3	136	0	2	37 gpm	12 gpm
Master Plan Area 4	116	0	3	32 gpm	11 gpm
Shevlin Area (UGB)	200	8 Acres	34	77 gpm	20 gpm

Shevlin Area (within City limits)	23	0	1	6 gpm	2 gpm
NWX Plateau	28	0	1	8 gpm	3 gpm
Total:	1,218	29 Acres	133	415 gpm	119 gpm

MODELING LOCATIONS

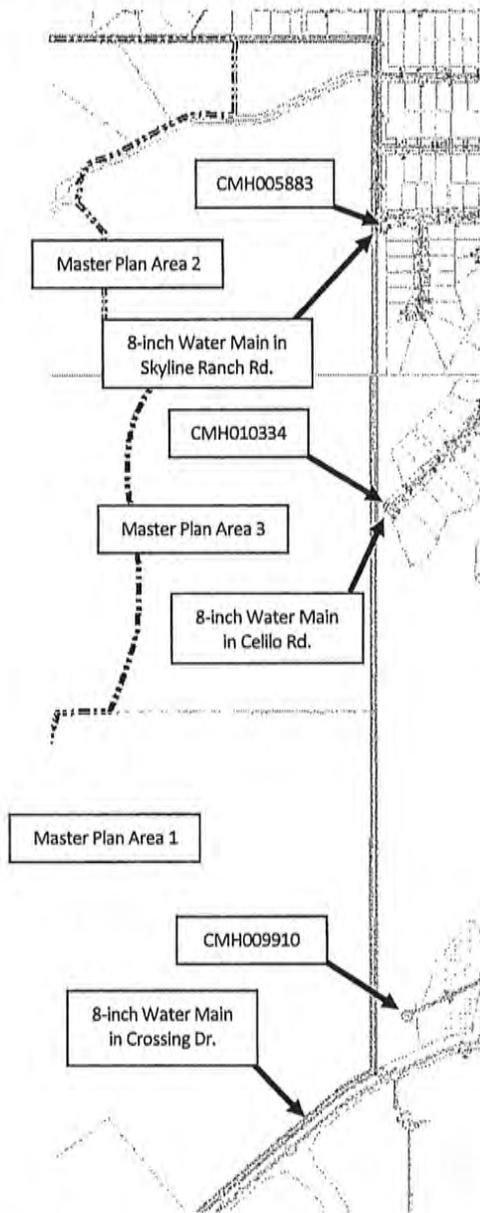


Figure 3: Master Plan Areas 1,2, and 3 Potential Connection Points

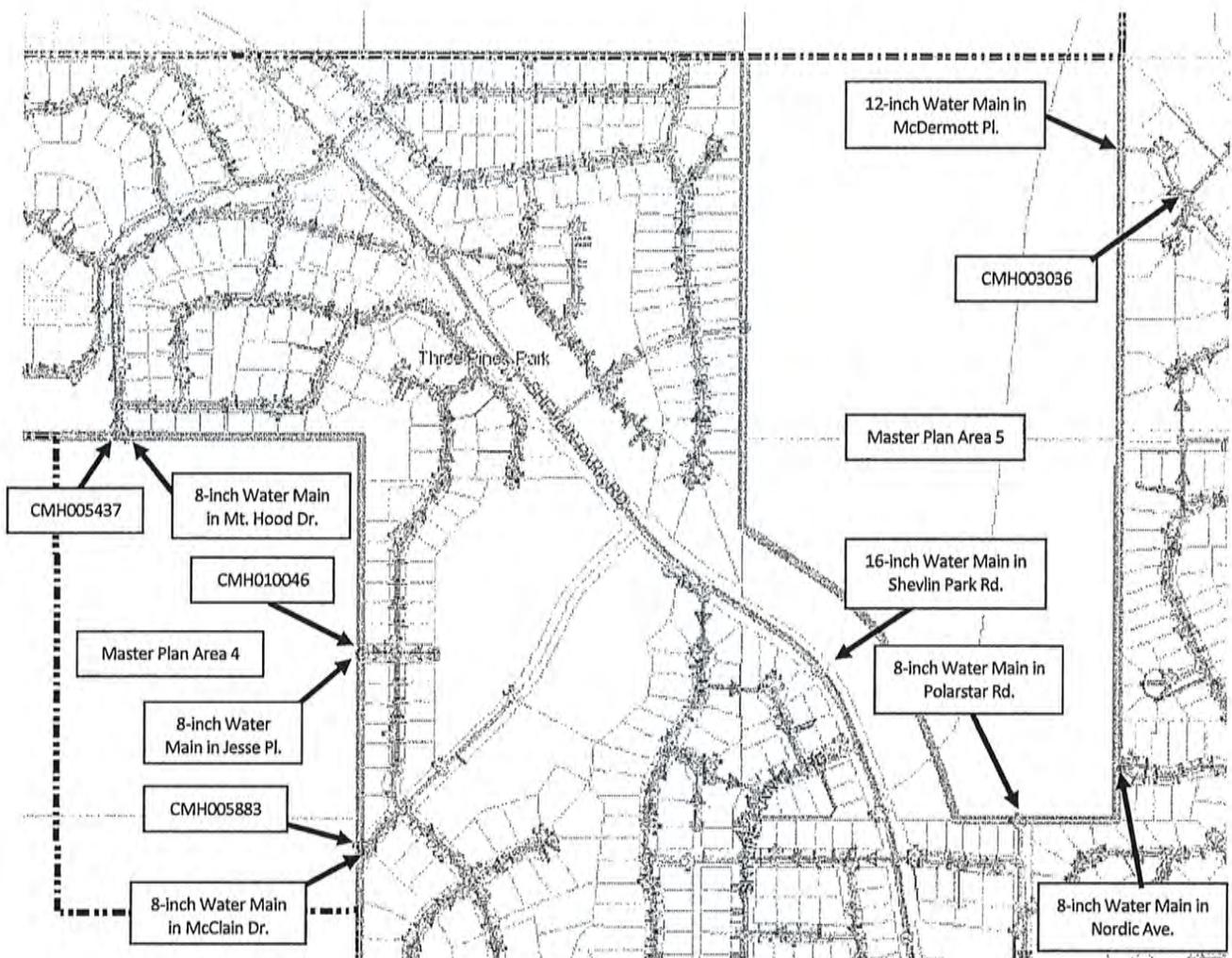


Figure 2: Master Plan Area 4 and Shevlin Area Potential Connection Points

SEWER ANALYSIS

Flow Rate:

119 gpm = 130* gpd (gallons per day) per residential unit and 427* gpad (gallons per acre per day) for Non-Residential tax lots

*City of Bend Master Plan Rates

Existing Conditions:

- The developments are not served by the City of Bend sewer system

Proposal:

The following scenarios were evaluated:

Proposal 1: The development will extend gravity mains from the manholes listed in Figures 3 and 4.

Results:

The analysis was performed for conduit capacity, manhole freeboard, and lift station capacity. Flow was modeled at the manholes listed in Figures 3 and 4 above. The sewer system does have sufficient capacity for the proposal. For the development to be granted sewer capacity the following mitigations must be completed.

Anticipated Mitigations

Below are the anticipated mitigation requirements for the proposed site development. These points of mitigation can be modified upon the filing and review of the land use application, as there may be components that change or that were discussed in the burden of proof and may not have been brought to the City's attention. The site development is anticipated to have the following mitigation requirements:

Mitigation 1: Sewer services shall be sized by the Engineer of Record; 4-inch minimum sewer service lateral to each lot is required.

Mitigation 2: City of Bend Code allows only one sewer service lateral per tax lot.

Mitigation 3: The development must extend gravity mains that meet City of Bend standards throughout the proposed master plan areas to serve each new tax lot. The sewer mains must be extend within the City of Bend Right of Way when possible. If a gravity main is not located within the Right of Way then a 20 foot sewer easement centered over the main needs to be provided. Final alignments of the sewer mains, size of the mains, and locations of manholes will be finalized with the Infrastructure plans based on final review by City Engineering. All main extensions must be done through a Tier 3 Right of Way (Infrastructure) permit.

Mitigation 4: The development must extended the gravity mains at minimum grade to serve the maximum amount of lots possible. If the topography does not allow for a complete extension of the main to serve the properties with gravity service, the development may extend a pressure main, which meets City of Bend standards, the remainder of the distance.

Mitigation 5: The Shevlin Meadows Lift Station does not currently meet City of Bend Standards and Specifications. Therefore, the Lift Station shall be upgraded to the latest City of Bend Standards and Specifications; including new pumps to serve the basin area and development assumptions for the additional available vacant land within the basin. The upgrade shall also include an analysis of the existing Lift Station to determine the additional equipment (i.e. rails, valving, control panels, generator, fencing, and access) that will be required to bring the station to current City standards. The Engineer of Record shall request a scoping meeting with the City prior to initiating any design work in order to ensure all required elements of the upgrade are determined.

Mitigation 6: The Shevlin Commons Lift Station does not currently meet City of Bend Standards and Specifications. Therefore, the Lift Station shall be upgraded to the latest City of

Bend Standards and Specifications; including new pumps to serve the basin area and development assumptions for the additional available vacant land within the basin. The upgrade shall also include an analysis of the existing Lift Station to determine the additional equipment (i.e. rails, valving, control panels, generator, fencing, and access) that will be required to bring the station to current City standards. The Engineer of Record shall request a scoping meeting with the City prior to initiating any design work in order to ensure all required elements of the upgrade are determined.

Mitigation 7: The Awbrey Glen Lift Station does not currently meet City of Bend Standards and Specifications. Therefore, the Lift Station shall be upgraded to the latest City of Bend Standards and Specifications; including an evaluation of capacity to serve the basin area and development assumptions for the additional available vacant land within the basin. The upgrade shall include an analysis of the existing Lift Station to determine the additional equipment (i.e. rails, valving, control panels, generator, fencing, and access) that will be required to bring the station to current City standards. The Engineer of Record shall request a scoping meeting with the City prior to initiating any design work in order to ensure all required elements of the upgrade are determined.

WATER ANALYSIS

Flow Rate:

Water: 415 gpm = 172* gpcpd (gallons per capita per day) per residential unit and 4000* gpcpd (gallons per acre per day) for Non-Residential tax lots

*City of Bend Master Plan Rates

Existing Conditions:

- The development is not currently served by City Water.
 - The Master plan areas are bordered by water mains located in Pressure Zone 3 and Pressure Zone 4C.
-

Proposal:

The following scenarios were evaluated:

Proposal 1: The development will extend water mains from the junctions shown in figures 3 and 4.

Results:

System and fire flow data was modeled at the following junctions. Each junction is located at one of the proposed connection points for the West Side Expansion Areas. No water mains that would be located inside the expansion areas were modeled at this time.

Location	Main Diameter	Elevation (ft)	Est. Static Pressure (psi)	Est. Residual Pressure (psi)	Est. Flow Available
Skyliners Rd. (Jct-307)	36-Inch Ductile Iron (Pressure Zone 3)	3830	67.94	66.28	3,500+ gpm
NW Crossing Dr. and NW Elwood Ln. (Jct-6719)	8-inch Ductile Iron (Pressure Zone 3)	3818	71.03	40.46	3,500+ gpm
NW Crossing Dr. and NW Elwood Ln. (Jct-6719)	12-inch Ductile Iron (Pressure Zone 3)	3772	90.17	80.04	3,500+ gpm
NW Celilo Ln. (Jct-6719)	8-inch Ductile Iron (Pressure Zone 3)	3798	78.63	20	2,217 gpm
NW Skyline Ranch Rd. and NW Chianti Ln. (Jct-592)	8-inch Ductile Iron (Pressure Zone 4C)	3730	72.19	41.88	3,500+ gpm
NW Brickyard St. and NW Shevlin Meadow Dr. (Jct-656)	8-inch Ductile Iron (Pressure Zone 4C)	3728	73.09	49.09	3,500+ gpm
NW Jesse Pl. and Mt. Thielsen Dr. (Jct-8271)	8-inch Ductile Iron (Pressure Zone 3)	3807	74.16	20	2,165 gpm
Mt Hood Dr. and Mt McLoughlin Ln. (Jct-797)	8-inch Ductile Iron (Pressure Zone 3)	3752	98.42	20	3,406 gpm
Shevlin Park Rd. and NW Skyline Ranch Rd. (Jct-734)	16-inch Ductile Iron (Pressure Zone 3)	3746	101.11	88.58	3,500+ gpm
NW Chardonnay Ln. and NW Polarstar Ave. (Jct-7181)	8-inch Ductile Iron (Pressure Zone 4D)	3775	75.61	20	2,439 gpm
NW Shevlin Bluffs Dr. and NW Imbler Ct. (Jct-7181)	8-inch Ductile Iron (Pressure Zone 3)	3796	79.53	20	2,549 gpm
NW Regency St. (Jct-790)	10-inch Ductile Iron (Pressure Zone 3)	3776	91.13	58.28	3,500+ gpm

Notes:

1. Operational water pressure service rates are between 40 to 90 psi. Less than 40 psi may require a private booster pump. Greater than 90 psi may require a private pressure reducing valve. Both items are required to be shown on a plumbing permit.
2. Maximum water flow rates are estimate at 20 psi residual. Flow rates greater than this should not be used for design or for fire code. Estimates are based on City modeling data and should not be used for detailed designs. The applicant is recommended to perform a hydrant flow test at the site for precise information.

Anticipated Mitigations:

Below are the anticipated mitigation requirements for the proposed site development. These points of mitigation can be modified upon the filing and review of the land use application, as there may be components that change or that were discussed in the burden of proof and may not have been brought to the City's attention. The site development is anticipated to have the following mitigation requirements:

Mitigation 1: Water services shall be sized by the Engineer of Record; 1-inch minimum water service lateral to each lot is required.

Mitigation 2: City of Bend Code allows only one water service lateral per tax lot.

Mitigation 3: The development must extend water mains that meet City of Bend standards throughout the proposed master plan areas to serve each new tax lot. The water mains must be extended within the City of Bend Right of Way when possible. If the water mains is not located within the Right of Way then a 20 foot water easement centered over the main needs to be provided. The development must loop the water mains within the development when possible to reduce the number of dead-end mains within the system. Final alignment of the water mains and the locations of waterline appurtenances locations, such as valves, and fire hydrants will be finalized with the infrastructure plans based on final review by the Fire Marshall and City Engineer. All the water main extensions must be done through a Tier 3 Right of Way (Infrastructure) permit.

Mitigation 4: Each phase of the master plan areas must submit for a revised water analysis prior to approval of the infrastructure plans. Additional mitigations may be required at this time to ensure each phase has sufficient fire flow.

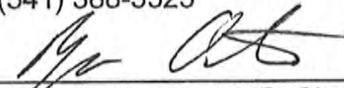
Mitigation 5: The development must construct a Pressure Reducing Valve that meets City of Bend standards whenever two different Pressure Zones are connected.

DURATION OF APPROVAL

It is the responsibility of the applicant or land owner to verify the size and location of all laterals serving the property(ies).

This approval is valid for six (6) months from date of signature. If a land use application is not submitted within 6 months of the date of signature, this approval shall be considered void.

WRITTEN BY: Evan Malone, Associate Engineer
emalone@bendoregon.gov
(541) 388-5525

APPROVED BY:  DATE: 7/23/18
Ryan Oster, PE, PMP, City Engineer

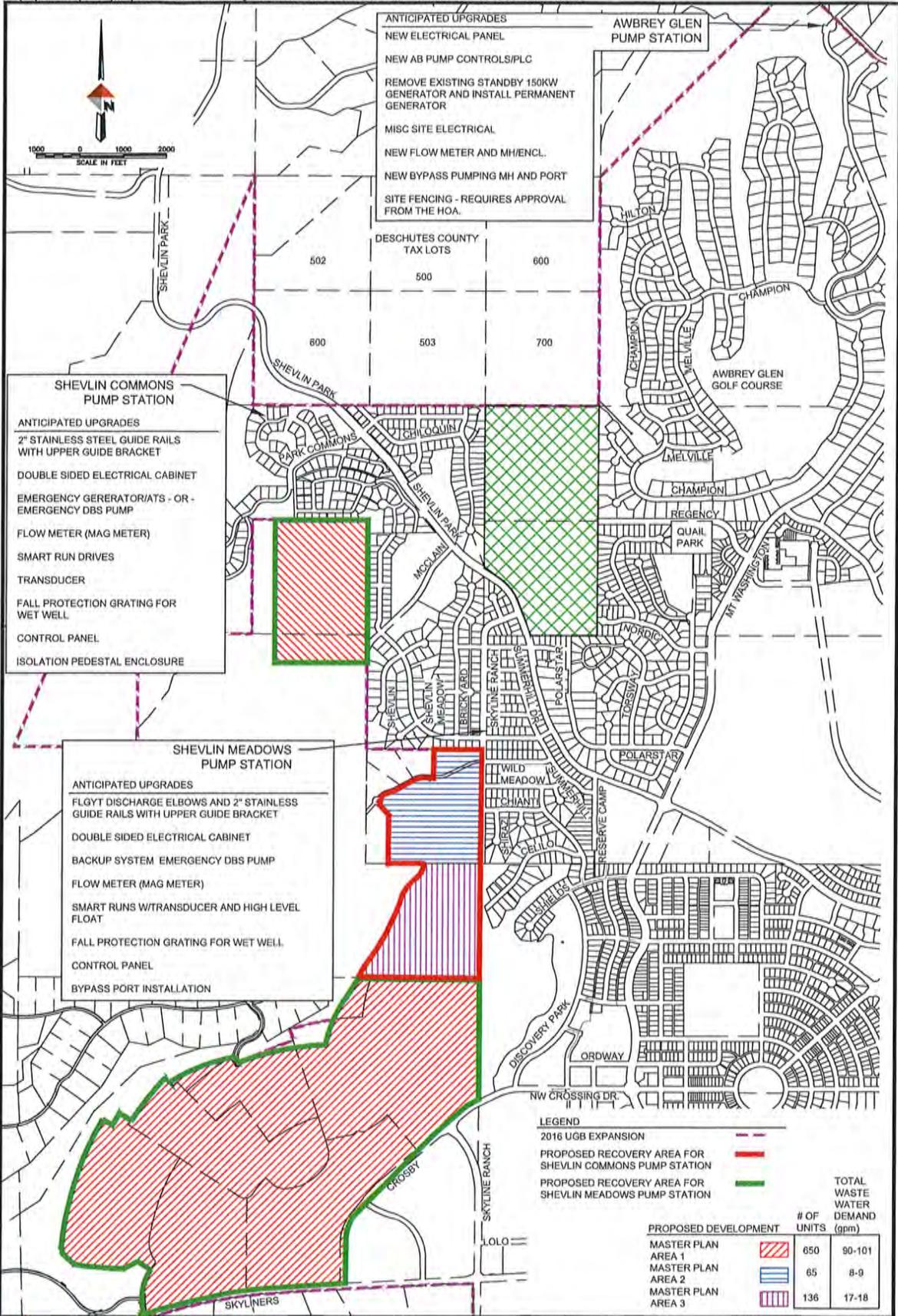


EXHIBIT D
SHEVLIN WEST ANNEXATION FINDINGS

APPLICABLE CRITERIA, STANDARDS, AND PROCEDURES:

Criteria

Bend Development Code

Chapter 4.9 Annexations

Bend Comprehensive Plan

Chapter 7, Transportation Systems

Chapter 11, Growth Management

Oregon Administrative Rules

Chapter 660-012-0000, Transportation Planning

Procedures

Bend Development Code

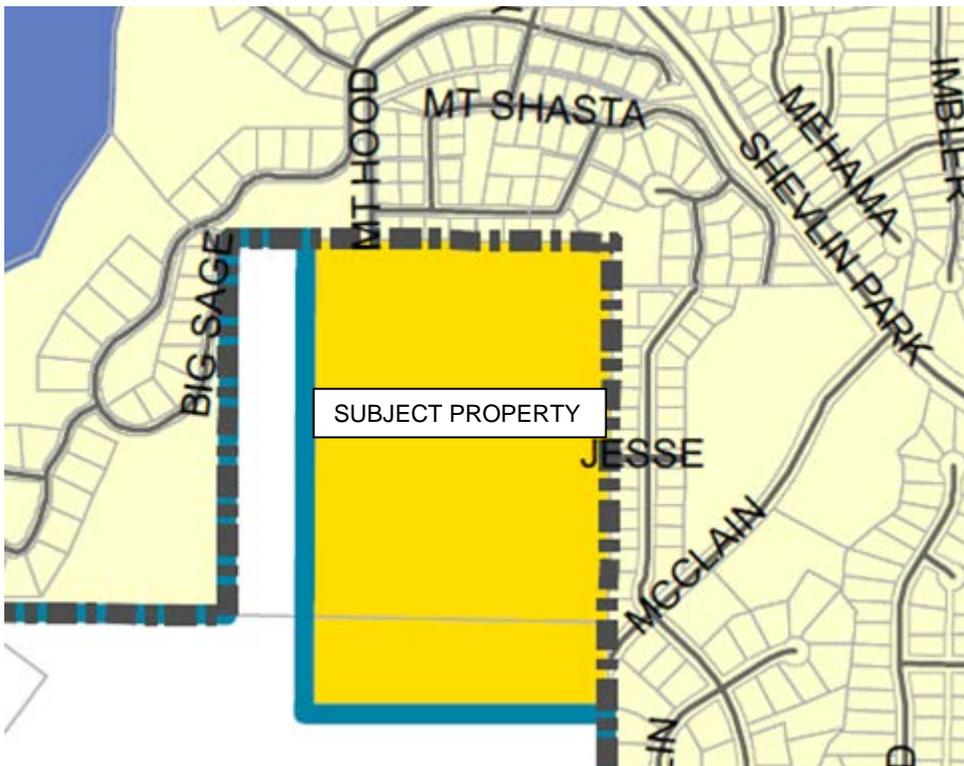
Chapter 4.1 Development Review and Procedures

4.1.400 Type II and Type III Applications

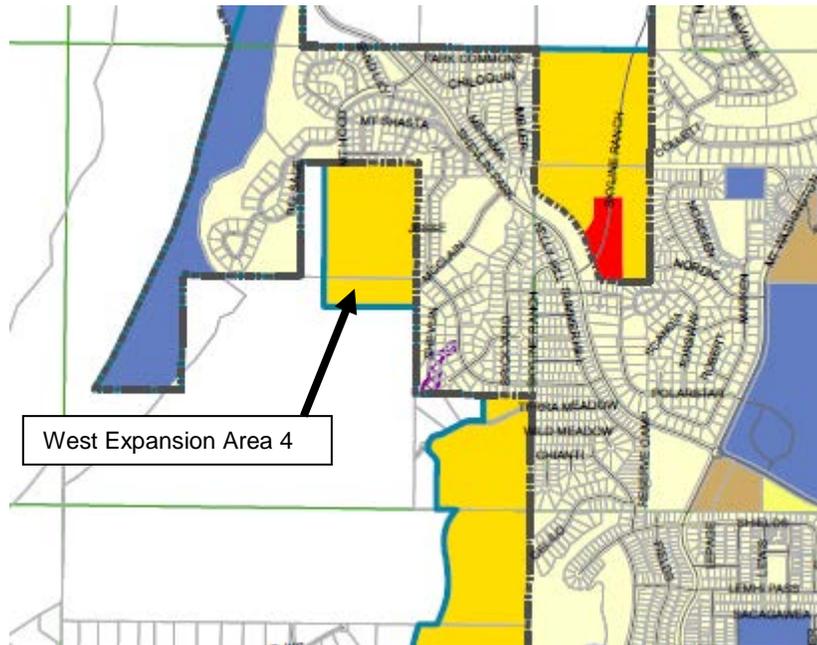
4.1.800 Quasi-Judicial Hearings

FINDINGS OF FACT:

- 1. SITE DESCRIPTION AND LOCATIONS:** The 40-acre subject property is located within the West Expansion Master Plan Area 4 of the recently expanded Urban Growth Boundary. The subject property has an address of 3225 NW Shevlin Park Road which is approximately 1/8 mile to the northeast. The property is accessed from Mt. Hood Drive to the north and NW Jesse Place to the east. The west stub of NW McClain Drive will cross the southeast corner of the property when developed.



2. **ZONING:** The properties are within the recently expanded UGB and are currently zoned Urbanizable Area (UA). The property in West Expansion Master Plan Area 4 is designated Residential Urban Low Density.



CB- Central Business District	PF- Public Facilities
CC- Commercial Convenience	PO- Professional Office
CG- Commercial General	PO/IR/RS
CL- Commercial Limited	RH- Residential Urban High Density
IG- Industrial General	RL- Residential Urban Low Density
IL- Industrial Light	RM- Residential Urban Medium Density
IP- Industrial Park	RS- Residential Urban Standard Density
ME - Mixed Employment	SM- Surface Mining
MR - Mixed Riverfront	UAR- Urban Area Reserve
MN - Mixed Neighborhood	
MU - Mixed Urban	

3. **PROPOSAL:** A Type III Quasi-judicial request for Annexation of the UGB West Expansion Master Plan Area 4 for the Shevlin West Master Planned Development.

4. **PUBLIC NOTICE AND COMMENTS:** Prior to submittal of this application and related applications, the applicants hosted a public meeting on February 13, 2019 and March 12, 2019, in accordance with BDC 4.1.215. Public notice for the City Council hearing was provided in accordance with the requirements of BDC 4.9.300.A.3, and BDC 4.1.423-4.1.425. On November 18, 2019, the Planning Division mailed notice to surrounding owners of record of property within 250 feet of the subject properties, and to the Summit West and Century West Neighborhood Association representatives. Notice was also posted in four public places on November 18, 2019, and posted in *The Bulletin* on November 16, and November 23, 2019. On November 22, 2019, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at two locations, visible from adjacent rights of way.

5. APPLICATION ACCEPTANCE DATE: This Type III Quasi-judicial Annexation petition was submitted on July 31, 2019. The application was deemed complete on October 7, 2019.

APPLICATION OF THE CRITERIA:

Bend Development Code

Chapter 4.9, Annexations

4.9.200 Applicability.

Land to be annexed must be contiguous to the existing City limits.

FINDING: The land to be annexed is contiguous to the existing City limits along the entire eastern and northern boundary.

4.9.300 Review Processes.

A. Annexation. The following general processes apply to all annexation proposals:

- 1. Annexations are reviewed using the Type III or Type IV process as determined by the City, based on a consideration of the factors for treating an application as quasi-judicial or legislative. Since annexations are a jurisdictional transfer, the City Council is the sole review authority.**
- 2. City Council approval of annexations will be by ordinance.**
- 3. Notice of the City Council hearing to consider the annexation proposal must follow the notification process required for the Type III or Type IV application, except a notice of the hearing must be published in a newspaper of general circulation in the City once each week for two successive weeks prior to the day of hearing, and notices of the hearing must be posted in four public places in the City for a like period.**

FINDING: The proposed annexation is initiated by the property owner for a specific property, and is therefore considered a quasi-judicial application. Notice for the City Council Hearing followed the notification process required for Type III applications, as well the requirements for publishing notice in the newspaper and in four public places as required under BDC4.9.300.A.3.

On November 18, 2019, notice was mailed by the Planning Division to surrounding owners of record of property within 250 feet of the subject properties, and to the Summit West and Century West Neighborhood Association representatives and to those who submitted comment prior to the hearing before the Planning Commission. On November 22, 2019, Notice of Proposed Development signs were posted by the applicant along the property frontages at two locations, visible from adjacent rights of way. Notice was also posted in four public places on November 18, 2019, and posted in The Bulletin on November 16 and November 23, 2019.

B. Area and Master Planning. Unless exempted in subsection (B)(1) of this section, expansion areas as shown in Figure 4.9.300 will require area and/or master plan approval prior to or concurrently with annexation. The exemptions to master planning in BDC Chapter 4.5, Master Planning and Development Alternatives, are not applicable to properties in the Urbanizable Area (UA) District. Development in expansion areas must comply with the applicable Bend Comprehensive Plan Specific Expansion Area Policies in Table 4.9.300.

Table 4.9.300 - Specific Expansion Area Policies

Expansion Area	Bend Comprehensive Plan Specific Expansion Area Policies
West Area	11-100 through 11-108

FINDING: The subject property is located in the West expansion area. A major community master plan in accordance with BDC Chapter 4.5 was submitted on October 1, 2019, under PZ 19-0373. On October 28, 2019, the Planning Commission made a recommendation to the City Council for approval of the Shevlin West MPD. The Shevlin West MPD is scheduled to be heard by the City Council concurrently with this annexation request. As addressed in the Planning Commission findings for PZ 19-0373, the Shevlin West MPD complies with Bend Comprehensive Plan Policies 11-100 through 11-108.

4.9.400 Initiation Procedures.

A. An annexation proposal for the contiguous territory proposed to be annexed may be initiated by petition in compliance with one of the following initiation procedures:

- 1. All of the owners of land in the contiguous territory proposed to be annexed and not less than 50 percent of the electors, if any, residing in the territory, consent in writing to the annexation of their land in the territory and file a statement of their consent with the City;**

FINDING: The Shevlin West property is owned by Rio Lobo Investments, LLC, who has initiated this application and consented in writing to annexation in compliance with the procedures in A.1. There are no residents within the territory proposed to be annexed.

4.9.500 Submittal Requirements.

A. The application must include:

- 1. A completed and signed annexation application packet on forms provided by the City.**
- 2. A petition including the statement of consent, on City forms, completed by property owners and/or electors residing in the territory that meets the requirements of BDC 4.9.400, Initiation Procedures.**
- 3. Legal description of the territory including abutting right-of-way to be annexed and a boundary survey certified by a registered engineer or surveyor.**
- 4. A map showing the territory including abutting right-of-way to be annexed and properties within 300 feet of the territory.**
- 5. A narrative which addresses the approval criteria in BDC 4.9.600 and the requirements of BDC 4.9.300(B).**

FINDING: The application materials uploaded to ePlans for PZ 19-0566 contain all of the above requirements.

- 6. A letter or other written documentation from the Bend Park and Recreation District which indicates that the applicant has met with the District to discuss the proposed annexation, and provided the District an opportunity to review the annexation area for options to enhance existing parks and trails, and develop new parks and trails.**

FINDING: The applicant states that they met with Park District Staff numerous times over the last year regarding park planning within the Shevlin West boundary. The applicant provided a letter from the BPRD outlining the relevant points of a tentative agreement between the District and Shevlin West for a new 3.51 acre neighborhood park and trail plan for the property included in the Shevlin West MPD. In addition, the Shevlin West MCMP will contain a 0.49-acre tree preservation/open space area in the southwest corner. The western edge of the proposed master plan area is bordered by eight acres of open space, to be maintained by BPRD per the BPRD Vegetation Management Guidelines. This land is proposed to be dedicated to BPRD as part of the Westgate master plan/tentative plan application approved by Deschutes County. These eight acres of open space, in addition to the proposed 3.51-acre park in the northwest corner of the subject property, will provide a natural buffer between the proposed master plan area and rural areas to the west. The 0.49-acre private tree preservation/open space area in the southwest corner will be located in a separate tract and will be conveyed to an owners association that will include an open space easement. The conveyance instrument will include provisions for maintenance, etc.

7. A completed and signed Bend Park and Recreation District annexation agreement, unless the property(s) to be annexed is already located within the Bend Park and Recreation District.

FINDING: The subject property is already located within the boundaries of the Bend Park and Recreation District.

8. A letter or other written documentation from the Bend-La Pine School District which indicates that the applicant has met with the District to discuss the proposed annexation and provided the District an opportunity to review and comment on the proposed annexation.

FINDING: The applicant submitted a letter from the Bend-La Pine School District confirming that they discussed the master plan and annexation with the applicant. The letter confirmed that the District does not have a need at this time for additional school facilities in the vicinity of the subject site, and that the District is supportive of the proposed Shevlin West MPD.

9. Territories with irrigation district water rights or other irrigation district facilities must include the following:

FINDING: The subject property does not include any irrigation district water rights or other irrigation facilities. No comments were received from any of the irrigation districts in response to the notice provided.

10. If the City has not yet amended its public facilities and transportation plans for the affected expansion area, inclusion of an applicant initiated amendment to the relevant plan(s) or other evidence that the necessary infrastructure planning under Statewide Planning Goals 11 and 12 will take place prior to or concurrently with annexation.

FINDING: The Westside Infrastructure Group Development Agreement (WIG DA) provides for the timing, construction and funding of infrastructure necessary to support urban development in the West and Shevlin UGB Expansion Areas in accordance with the relevant Comprehensive Plan policies for these areas. This DA was adopted by the City Council in October 2018 and satisfies the necessary infrastructure planning under Statewide Planning Goals 11 and 12.

4.9.600 Approval Criteria.

A. The City Council may approve, or approve with conditions, the proposed annexation application if all of the following criteria are met:

1. The annexation proposal is consistent with the Bend Comprehensive Plan policies and plan designations applicable to the territory as determined by the Planning Director or designee.

FINDING: The proposed annexation is based on the Shevlin West Major Community Master Plan, which addresses and implements BCP Policies 11-100 to 11-108 pertaining to the West Expansion Area.

2. The annexation proposal is consistent with an approved area plan and/or master plan, unless exempted in BDC 4.9.300(B)(1).

FINDING: The Bend Planning Commission held a public hearing on the master plan on October 28, 2019, and moved to recommend approval of the master plan to the Bend City Council. The Planning Commission findings are attached as an exhibit to the Ordinance for City Council consideration under PZ 19-0373, which is under review concurrent with this annexation request.

3. The proposal demonstrates how the annexed territory is capable of being served by public facilities and services with adequate capacity as determined by the City, including sanitary sewer collection, domestic water, transportation, schools, and parks, consistent with the City's adopted public facility plans, transportation system plan, and applicable district plans, either as provided in an applicable area or master plan or by demonstrating how such public facilities and services will be provided in an orderly, efficient and timely manner.

FINDING: The Westside Infrastructure Group Development Agreement (WIG DA) approved under city file PZ 18-0696 (Ordinance NS-2316, effective November 16, 2018) specifies the timing and extent of sewer, water, and transportation facility improvements necessary to support the uses contemplated in the Bend Comprehensive Plan for the entire West and Shevlin UGB expansion. The WIG DA includes a Transportation Analysis prepared by Kittelson & Associates and findings demonstrating compliance with BDC Chapter 4.7. The findings in support of PZ 18-0696 also conclude that existing sewer and water facilities are currently adequate or will be made adequate with the installation of certain improvements specified in the WIG DA. The provisions of the WIG DA are binding on both the applicant and the City of Bend for a period of 15 years from enactment, to November 16, 2033. Those findings and conclusions adopted in support of Ordinance NS-2316 are incorporated by reference and will be relied upon by both the applicant and the City of Bend to ensure compliance with this criterion.

Comments from the Bend-La Pine School District indicate that no additional school facilities are needed in the vicinity of this master plan area that is being annexed. The Shevlin West MPD includes approximately 3.51 acres of park and open space land that the applicant intends to transfer to the Bend Park and Recreation District (BPRD). The applicant will continue to work with BPRD on the development of these park and open space facilities as proposed with the MPD.

4. The proposal demonstrates how public facility and service impacts, including as applicable: on- and off-site improvements, construction and modernization of

existing infrastructure (water, sewer, stormwater, transportation) to City standards and specifications, and impacts to existing infrastructure inside the City's current city limits, will be adequately mitigated through an annexation agreement or other funding mechanism approved by the City Council prior to annexation. The City will use the standards and criteria of BDC Chapter 4.7, Transportation Analysis, for analysis and mitigation of transportation impacts.

FINDING: Chapter 4.7 was addressed in PZ 18-0696, the WIG DA. Transportation system deficiencies were identified through the combined TIA prepared for all West and Shevlin UGB expansion area properties based on the maximum development potential identified for each property in the Bend Comprehensive Plan. Specific transportation improvements and mitigation payments were identified and imposed through the terms of the WIG DA. Those findings of compliance with BDC Chapter 4.7 in support of NS-2316 are also incorporated by reference.

- 5. Owner(s) have committed to transfer all irrigation district water rights from the property, unless exempted in subsection (A)(5)(a)(i) of this section.**

FINDING: The properties are not in an irrigation district boundary and do not have any irrigation district water rights or irrigation district conveyance facilities.

- 6. Sufficient evidence acceptable to the City has been provided demonstrating that the irrigation district had an opportunity to review the layout and design for any impacts on irrigation district conveyance facilities and to recommend reasonable protections for such facilities consistent with the irrigation district's adopted rules and regulations, system improvement plans and/or development policies.**

FINDING: The subject property does not include water rights and is not within an irrigation district.

- 7. The proposal demonstrates that approval of the annexation and zoning districts that implement the underlying Bend Comprehensive Plan map designations is consistent with the provisions of BDC 4.6.600, Transportation Planning Rule Compliance.**

4.6.600 Transportation Planning Rule Compliance.

When a development application includes a proposed Comprehensive Plan amendment or annexation, the proposal must be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060.

660-012-0060 - Plan and Land Use Regulations Amendments

(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

(b) Change standards implementing a functional classification system; or

(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or

(C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.

(2) If a local government determines that there would be a significant effect, then the local government must ensure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility measured at the end of the planning period identified in the adopted TSP through one or a combination of the remedies listed in (a) through (e) below, unless the amendment meets the balancing test in subsection (2)(e) of this section or qualifies for partial mitigation in section (11) of this rule.

(d) Providing other measures as a condition of development or through a development agreement or similar funding method, including, but not limited to, transportation system management measures or minor transportation improvements. Local governments shall, as part of the amendment, specify when measures or improvements provided pursuant to this subsection will be provided.

(4) Determinations under sections (1)–(3) of this rule shall be coordinated with affected transportation facility and service providers and other affected local governments.

(b) Outside of interstate interchange areas, the following are considered planned facilities, improvements and services:

(D) Improvements to state highways that are included as planned improvements in a regional or local transportation system plan or comprehensive plan when ODOT provides a written statement that the improvements are reasonably likely to be provided by the end of the planning period.

FINDING: OAR 660-012 implements Oregon Statewide Planning Goal 12. Goal 12 imposes a requirement on local governments to develop, maintain and update transportation plans consistent with the planning and implementation guidelines of Goal 12. The City's Comprehensive Plan dictates the number of units to be developed on the subject property, and the master plan does not propose to exceed those limits. However, compliance with the TPR was not addressed at the time of UGB acknowledgement for the expansion areas, instead being deferred to individual master plan/annexation applications.

This section requires a local government to put in place certain measures if an amendment would significantly effect a transportation facility. As documented in the WIG Infrastructure Agreement (Ordinance NS-2316), the WIG applicants made a monetary contribution to the City's off-site 14th Street Corridor Project, and will construct two new roundabouts and extend Skyline Ranch Road in phases to serve the Westside developments, providing new transportation facilities in the City of Bend that will serve vehicular, pedestrian, and bicycle transportation needs, all consistent with the requirements of Goal 12. In the findings in support of the WIG Development Agreement, and in the Agreement itself (Section 5.2), the City Council concluded that these improvements mitigated the impacts of the proposed development and satisfied the TPR as it relates to city managed facilities.

In addition the applicant has coordinated with ODOT in anticipation of the annexation application and documents the discussions via a transportation memo (Exhibit F). This memo was submitted to and approved by Miranda Wells, ODOT. The memo concludes that the annexation proposal does not meet ODOT thresholds for further analysis of major off-site intersections for the following reasons:

- 1) The location of the submit property on Bend's west-side is three miles (by air) from the US 97 corridor, or approximately 4.3 miles via Shevlin Park Road-Newport Avenue. As such, the first criterion does not apply.
- 2) In order to meet the second criteria of 50 or more turning movements on a State facility over 50% of the site-generated trips would need to rely on a single US 97 interchange. As trips disperse north and south on Mt Washington Drive or continue east on Shevlin Park Road, this level of impact could not be reached.
- 3) Exceeding the third criteria would require that 90% of the site-generated trips would impact a single highway segment. Again, with the dispersion between northbound and southbound travel on Mt Washington Drive and trips to the downtown, this level of impact would not be reached.

The proposed mitigation as specified above is captured in the Annexation Agreement, which will ensure consistency with the provisions of BDC 4.6.600, *Transportation Planning Rule Compliance*, and satisfies the requirements of OAR 660-012-0060.

BDC 4.9.600.A. Approval Criteria (*Continued*)

- 8. The proposal demonstrates how rights-of-way will be improved to urban standards as determined by the City, including rights-of-way in cherry stem annexations.**

FINDING: The Shevlin West MPD (PZ 19-0373) includes specific right-of-way improvements for all existing public rights-of-way adjoining the project and all future public rights-of-way within the project. The Private Development Engineering (PDE) Division reviewed the proposed street layout and street improvement cross sections and found them to be generally acceptable as proposed. Final alignment and design of streets will be further refined through subsequent land division applications.

4.9.700 Zoning of Annexed Areas.

The Bend Comprehensive Plan map provides for the future City zoning classifications of all property within the City's Urbanizable Area (UA) District. On the date the annexation becomes effective, the UA District will cease to apply and the zoning map will be

automatically updated with the zoning district that implements the underlying Comprehensive Plan map designation.

FINDING: The Shevlin West Major Community Master Plan area will be designated Residential Low Density. As stated above, on the date the annexation becomes effective, the UA District will cease to apply and the zoning map will be automatically updated with the zoning district that implements the underlying Comprehensive Plan map designation, with the layout approved for the Shevlin West MPD.