

RESOLUTION No. 2239

WHEREAS, ORS 195.205 et seq sets out the procedure for Urban Service Provider Annexations; and the Bend City Council, after a public hearing held July 1, 1998 has adopted the CITY OF BEND ANNEXATION PLAN on July 15, 1998; and the City Council desires that this annexation plan be submitted to the voters of the City and the voters in the territory proposed for annexation at the November 3, 1998 election.

THE CITY COUNCIL DOES RESOLVE AS FOLLOWS:

1. City Council finds that the CITY OF BEND ANNEXATION PLAN (which is attached as a part of this ANNEXATION RESOLUTION) complies with the requirements of ORS 195.205 et seq, including those matters set out in ORS 195.220.
2. The CITY OF BEND ANNEXATION PLAN proposes the annexation to the City of Bend of all of that territory within the Bend Urban Growth Boundary that is not already included within the Bend City limits. The Bend Urban Growth Boundary has been established by the Bend Area General Plan; and the Bend city limits have been established by the City of Bend Charter of 1995, and subsequent annexations. The physical location of the Bend urban growth boundary and the Bend city limits are portrayed on maps which are official City of Bend documents, and which may be inspected and copied at the Bend City Hall, 710 N.W. Wall Street, Bend, Oregon. The CITY OF BEND ANNEXATION PLAN is also available for public inspection and copying at the Bend City Hall.
3. The CITY OF BEND ANNEXATION PLAN shall be submitted to the voters of the City of Bend, and the voters of the territory to be annexed outside of the Bend city limits and within the Bend Urban Growth Boundary, at the November 3, 1998 general election by a City measure pursuant to ORS 195.205 - 195.220.
4. If a majority of all the votes cast in the territory and the City favor the annexation plan, then the annexation shall be effective July 1, 1999.

The ballot title for this measure shall read as follows:

Caption: A MEASURE EXPANDING THE BEND CITY LIMITS BY ANNEXATION

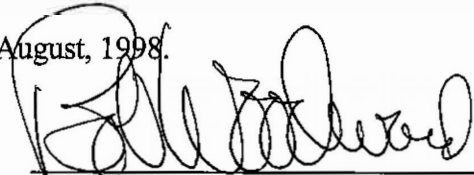
Question: Shall the City annex territory in the Bend Urban Growth Boundary (UGB)

Summary: Approval will annex territory within the UGB, which generally begins at HWY 97 and China Hat Road; west to the Deschutes River, then to Century Drive, around First on the Hill and Broken Top Subdivisions to Skyliners Road; following UGB signs around Valhalla Heights and Awbrey Glen subdivisions to Putnam Road; then along Tumalo Irrigation Canal to Deschutes River, then following UGB signs to HWY 20; along Hwy 20 to Cooley Road, and Hunnell Road following UGB signs to HWY 97 and Railroad tracks; following UGB signs to Cooley Road, Pilot Butte Canal, Yeoman Road, North Unit Canal, Deschutes Market Road, Butler Market Road, Eagle Road, and Neff Road, to UGB signs; across Hwy 20 to Bear Creek Road, Stevens Road, 27th Street, Ferguson Road, around County Public Works, to Magnolia Lane, around Tara View Estates following UGB signs to Knott Road, then to China Hat Road and HWY 97.

ADOPTED by the City Council this 5th day of August, 1998.

YES: 7 NO: 0

AUTHENTICATED by the Mayor this 5th day of August, 1998.


Bob Woodward, Mayor

ATTEST:


Patricia Stell, City Recorder

RESOLUTION NO. 2239
BOUNDARY DESCRIPTION

BEND URBAN GROWTH BOUNDARY

THE FOLLOWING IS A METES AND BOUNDS DESCRIPTION OF THE PROPOSED
CITY OF BEND URBAN GROWTH BOUNDARY:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE TWELVE (12) EAST, OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, THENCE, ALONG THE SOUTH LINE OF SECTION 9, NORTH 89 54' 20" EAST, 1322.33 FEET, TO THE WEST ONE-SIXTEENTH (1/16) CORNER BETWEEN SECTIONS 9 AND 16; THENCE NORTH 0 19' 33" WEST, 1327.17 FEET, TO THE SOUTHWEST ONE-SIXTEENTH (1/16) CORNER OF SAID SECTION 9; THENCE, NORTH 89 47' 07" EAST, 991.98 MORE OR LESS; TO THE WEST RIGHT OF WAY OF CLAUSEN DRIVE, THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF CLAUSEN DRIVE THROUGH THE FOLLOWING COURSES: ALONG THE ARC OF A 240 FOOT RADIUS NON TANGENT CURVE RIGHT 71.96 FEET CHORD BEARING N11-01-46E 62.91 FEET, MORE OF LESS, THENCE NORTH 18 49' 39" EAST, 1362.62 FEET MORE OR LESS; THENCE, ALONG THE ARC OF A 120 FOOT RADIUS CURVE TO THE LEFT 19.33 FEET HAVING A CHORD BEARING OF NORTH 14 39' 31" EAST, 19.31 FEET; THENCE, ALONG THE ARC OF A 210 FOOT RADIUS CURVE TO THE RIGHT 171.27 FEET, HAVING A CHORD BEARING OF NORTH 33 24' 26" EAST, 166.56 FEET; THENCE, NORTH 56 46' 17" EAST, 75.09 FEET, TO THE POINT ON THE RIGHT-OF-WAY AT THE START OF A CUL-DE-SAC BULB; THENCE, AROUND THE BULB ALONG THE ARC OF A 55 FOOT RADIUS CURVE TO THE RIGHT 172.79 FEET, HAVING A CHORD BEARING OF NORTH 89 49' 37" EAST, 110.00 FEET; THENCE, LEAVING THE RIGHT-OF-WAY OF CLAUSEN DRIVE, ALONG THE SOUTHEASTERLY LINE OF DESCHUTES MEMORIAL GARDENS AS PER PARTITION PLAT NO. 1994-46, NORTH 56 46 '17" EAST, 501.58 FEET; THENCE, SOUTH 87 59' 03" EAST, 110.51 FEET, TO THE WESTERLY RIGHT-OF-WAY OF US HIGHWAY 97; THENCE, CONTINUING ALONG THE RIGHT-OF-WAY OF US HIGHWAY 97 THROUGH THE FOLLOWING COURSES: SOUTH 26 33' 02" WEST, 193.14 FEET; THENCE, SOUTH 22 31' 03" WEST, 153.53 FEET; THENCE, SOUTH 22 31' 03" WEST, 188.36 FEET, TO THE SOUTHEASTERLY CORNER OF PARCEL TWO AS PER PARTITION PLAT NO. 1994-46; THENCE, CONTINUING SOUTH 22 31' 03 WEST, 27.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION NINE; THENCE, CROSSING SAID RIGHT-OF-WAY OF US HIGHWAY 97, AND CONTINUING ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION NINE, NORTH 89 53' 44" EAST, 587.87 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE OREGON TRUNK RAILROAD; THENCE, FOLLOWING THE EASTERLY RIGHT-OF-WAY OF SAID RAILROAD, NORTH 42 10' 33" EAST, 1976.13 FEET TO A POINT ON THE EAST LINE OF SECTION 9; THENCE, ALONG THE SECTION LINE BETWEEN SECTIONS 9 AND 10, SOUTH 0 03' 53" EAST, 1462.06 FEET, TO THE EAST ONE-QUARTER CORNER OF SECTION 9; THENCE, CONTINUING ALONG THE SECTION LINE BETWEEN SECTIONS 9 AND 10, SOUTH 0 03' 53" EAST, 2644.20 FEET TO THE SOUTHEAST CORNER OF SECTION 9; THENCE, NORTH 89 52' 15" EAST, 1312.08 ALONG THE SOUTH LINE OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M., (THIS LINE ALSO BEING THE NORTH LINE OF AN EIGHTY FOOT WIDE RIGHT-OF-WAY OF PUBLIC ROAD DEDICATION 233-R-1304) TO THE WEST ONE-SIXTEENTH CORNER BETWEEN SECTIONS 10 AND 15; THENCE, SOUTH 00 17' 15" WEST, 1323.22 FEET, ALONG THE EAST RIGHT-OF-WAY OF SAID PUBLIC ROAD DEDICATION, TO THE NORTHWEST ONE-SIXTEENTH CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 12 EAST, AND THE END OF THE PUBLIC ROAD DEDICATION AND ALSO BEING THE CENTERLINE OF A SIXTY FOOT WIDE RIGHT OF WAY FOR EGYPT ROAD; THENCE, SOUTH 0 00' 19 WEST, 30.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF EGYPT ROAD; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF EGYPT ROAD SOUTH 89 54' 57" WEST, 1313.89 FEET, TO THE EAST LINE OF PHOENIX PARK PHASE ONE, THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY OF EGYPT ROAD SOUTH 00 06' 45" WEST, 1292.18 FEET, TO THE EAST ONE-QUARTER CORNER OF SECTION 16; THENCE, ALONG THE EAST-WEST CENTERLINE OF SECTION 15, NORTH 89 41' 51" EAST 1315.92 TO THE CENTER-WEST ONE-SIXTEENTH CORNER, ALSO BEING THE NORTHWEST CORNER OF CANAL VIEW PHASE TWO, AND ON THE EAST LINE OF AN 80 FOOT RIGHT-OF-WAY FOR 18TH STREET; THENCE, NORTH 89 39' 35" EAST, 713.47 FEET, ALONG THE NORTH LINE OF CANAL VIEW PHASE ONE; THENCE CONTINUING NORTH 89 39' 35" EAST 420.00 FEET, TO THE CENTERLINE OF THE CENTRAL OREGON IRRIGATION DISTRICT'S PILOT BUTTE CANAL; THENCE, FOLLOWING THE CENTERLINE OF SAID CANAL THROUGH THE

FOLLOWING COURSES: SOUTH 69 25'47" WEST 232.14; THENCE SOUTH 39 16' 30" WEST 170.64 FEET, MORE OR LESS; THENCE SOUTH 39 03' 42" WEST, 145.77 FEET; THENCE, SOUTH 71 05' 14" WEST, 194.89 FEET; THENCE, SOUTH 26 59' 22" WEST, 309.83 FEET; THENCE, SOUTH 19 48' 56" WEST 287.42 FEET; THENCE, SOUTH 6 31' WEST, 163.00 FEET; THENCE, SOUTH 4 35' 20" WEST, 234.43 FEET, THENCE, SOUTH 4 20' 15" WEST, 401.64 FEET; THENCE, SOUTH 3 58' 39" EAST, 281.03 FEET; THENCE, SOUTH 9 11' 19" EAST, 237.84 FEET; THENCE, SOUTH 11 09' 48" EAST, 102.13 FEET; THENCE, SOUTH 1 59' 59" WEST, 95.21 FEET; THENCE, SOUTH 8 26' 32" EAST, 39.60 FEET; THENCE, SOUTH 11 30' 49" EAST, 96.15 FEET; THENCE, SOUTH 19 50' 03" WEST, 84.70 FEET, TO A POINT ON THE SECTION LINE BETWEEN SECTIONS 15 AND 22; THENCE, LEAVING THE CENTERLINE OF THE PILOT BUTTE CANAL, ALONG THE LINE BETWEEN SECTIONS 15 AND 22, NORTH 89 44' 19" EAST, 1022.68 FEET, TO THE NORTH ONE-QUARTER CORNER OF SECTION 22 AND THE CENTERLINE OF YEOMAN ROAD AS ORIGINALLY ESTABLISHED MAY 9, 1914; THENCE, NORTH 89 32' 45" EAST 20.00 FEET TO THE EXTENDED EAST RIGHT-OF-WAY LINE OF YEOMAN ROAD; THENCE, SOUTH 0 09' 22" WEST, 2646.83 FEET ALONG THE EAST RIGHT-OF-WAY, TO A POINT BEING 20.00 FEET EAST OF THE CENTER ONE-QUARTER CORNER OF SECTION 22; THENCE, CONTINUING ALONG SAID EAST RIGHT-OF-WAY SOUTH 0 09' 22" WEST, 87 FEET, MORE OR LESS, TO THE CENTERLINE OF THE NORTH UNIT IRRIGATION CANAL (NUIC), THE NUIC AT THIS POINT IS 170 FEET WIDE, BEING 80 FEET NORTH AND 90 FEET SOUTH OF THE CENTERLINE. THENCE, LEAVING THE EAST RIGHT-OF-WAY OF YEOMAN ROAD, CONTINUING ALONG THE CENTERLINE OF SAID NUIC, NORTH 84 48' 16" EAST, 775 FEET, MORE OR LESS; THENCE, NORTH 82 02' 46" EAST, 110 FEET; THENCE NORTH 79 17' 16" EAST, 1165.96 FEET; THENCE, NORTH 83 58' 46" EAST, 93 FEET; THENCE, NORTH 89 25' 03" EAST, 489.62 FEET MORE OR LESS; THENCE NORTH 88 44' 28" EAST, 192 FEET; THENCE, NORTH 59 20' 00" EAST, 375 FEET; THENCE, NORTH 29 55' 32" EAST, 336.96 FEET; THENCE, NORTH 52 00' 31" EAST, 144 FEET; THENCE, NORTH 74 05' 31" EAST, 486 FEET, TO THE CENTERLINE OF A 60.00 FOOT WIDE RIGHT-OF-WAY OF DESCHUTES MARKET ROAD, STATION 180+32.59; THENCE, NORTH 89 50' 14" EAST, 30.00 FEET, TO THE EASTERLY RIGHT-OF-WAY OF SAID DESCHUTES MARKET ROAD AT STATION 180+32.59; THENCE, ALONG THE EASTERLY RIGHT-OF-WAY OF DESCHUTES MARKET ROAD, SOUTH 0 14' 30" WEST, 914 FEET, MORE OR LESS TO THE NORTH LINE OF A 60 FOOT WIDE RIGHT-OF-WAY FOR BUTLER MARKET ROAD; THENCE, ALONG THE SAID NORTH RIGHT-OF-WAY NORTH 89 50' 14" EAST, 1398.30 FEET, TO THE EAST RIGHT-OF-WAY OF COLE ROAD; THENCE, CROSSING BUTLER MARKET ROAD, SOUTH 0 08' 50" WEST, 47.09 FEET, TO THE EAST RIGHT-OF-WAY OF EAGLE ROAD; THENCE, SOUTH 0 08' 50" WEST, 629.90 FEET ALONG SAID EAST RIGHT-OF-WAY, BEING 30.00 FEET EAST OF, AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 12 EAST; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 0 08' 50" WEST, 659.90 FEET TO THE NORTHWEST CORNER OF FIRST ADDITION TO EAGLE VIEW ESTATES, THIS POINT ALSO BEING EAST, 30.00 FEET OF THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SECTION 23; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 0 08' 50" WEST, 659.80 FEET, TO A POINT ON THE NORTH LINE OF EAGLE VIEW ESTATES; THENCE, WEST, 10.00 FEET, TO THE NORTHWEST CORNER OF EAGLE VIEW ESTATES; THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY OF EAGLE ROAD, NOW BEING 20.00 FEET EAST OF, AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 23, SOUTH 0 08' 50" WEST, 660.00 FEET, TO A POINT ON SAID RIGHT-OF-WAY AND BEING 20.00 FEET EAST OF THE SOUTH ONE-QUARTER CORNER OF SECTION 23; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 0 13' 39" WEST, 1320 FEET MORE OR LESS; THENCE, SOUTH 89 57' 41" EAST, 10.00 FEET, TO THE NORTHWEST CORNER OF BRADETICH PARK; THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY OF EAGLE ROAD, NOW BEING 30.00 FEET EAST OF THE NORTH-SOUTH CENTERLINE OF SECTION 26, TOWNSHIP 17 SOUTH, RANGE 12 EAST, SOUTH 0 13' 39" EAST, 1319.81 FEET TO THE SOUTHWEST CORNER OF BRADETICH PARK; THENCE, NORTH 89 45' 51" WEST 10.00 FEET; THENCE, SOUTH 0 10' 34" WEST, 330.39 FEET ALONG THE EAST RIGHT-OF-WAY OF EAGLE ROAD; THENCE, SOUTH 89 59' 03" EAST, 10.00 FEET; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, BEING 30.00 FEET EAST OF THE NORTH-SOUTH CENTERLINE OF SECTION 26, SOUTH 0 10' 34" WEST, 330.39 FEET TO THE SOUTHWEST CORNER OF PARCEL TWO AS PER MINOR PARTITION MP 79-228; THENCE, NORTH 89 59' 00" WEST, 10.00 FEET; THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY OF EAGLE ROAD, BEING 20.00 FEET EAST OF, AND PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SECTION 26, SOUTH 0 18' 07" WEST, 1981.38 FEET TO A POINT EAST, 20.00 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 26, SAID POINT ALSO BEING ON THE EAST-WEST CENTERLINE OF NEFF ROAD; THENCE, SOUTH 0 31' 17" EAST, 30.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF NEFF ROAD; THENCE, SOUTH 89 54' 09" EAST, 642.94 FEET, ALONG THE SAID RIGHT-OF-WAY OF NEFF ROAD; THENCE, LEAVING SAID RIGHT-OF-WAY, SOUTH 0 31' 23" EAST, 1317.38 FEET, TO THE CENTER-WEST-NORTHEAST ONE-SIXTY-FOURTH CORNER OF SECTION 35, TOWNSHIP 17 SOUTH,

RANGE 12 EAST; THENCE, NORTH 89 52' 36" WEST, 662.96 FEET, TO THE CENTER-NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 35, AND LYING ON THE EAST LINE OF PROVIDENCE, PHASE FIVE "A"; THENCE, ALONG THE EAST LINE OF PROVIDENCE PHASE FIVE "A" AND PHASE EIGHT, SOUTH 00 33' 08" EAST, 1317.54 FEET TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 35; THENCE, SOUTH 0 33' 08" EAST, 1303.72 FEET, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35, TO THE NORTH LINE OF AN EIGHTY-FOOT WIDE RIGHT-OF-WAY FOR HIGHWAY 20; THENCE, CONTINUING SOUTH 0 33' 08" EAST, 9.18 FEET, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 35; THENCE, CONTINUING ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 35, SOUTH 0 59' 56" EAST, 1283 FEET MORE OR LESS, TO THE SOUTH ONE-QUARTER CORNER OF SECTION 35; THENCE, ALONG THE SECTION LINE BETWEEN SAID SECTION 35 AND SECTION 2, TOWNSHIP 18 SOUTH, RANGE 12 EAST, NORTH 89 33' 05" WEST, 1325.50 FEET, TO THE WEST ONE-SIXTEENTH CORNER, BETWEEN SAID SECTION 35 AND SECTION 2; THENCE, SOUTH 0 15' 10" WEST, 1272.80 FEET TO THE NORTH-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 2; THENCE, SOUTH 0 15' 10" WEST, 1319.04 FEET, TO THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 2; THENCE, SOUTH 0 06' 56" WEST, 1323.84 FEET, TO THE SOUTH-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 2; THENCE, SOUTH 0 14' 16" WEST, 1322.67 FEET, TO THE WEST ONE-SIXTEENTH CORNER BETWEEN SECTION 2 AND SECTION 11, TOWNSHIP 18 SOUTH, RANGE 12 EAST; THENCE, SOUTH 1 10' 11" EAST, 135.78 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THE FIFTY (50) FOOT WIDE RIGHT-OF-WAY OF A.E. STEVENS ROAD; THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY OF STEVENS ROAD, SOUTH 61 28' 19" WEST, 1477.96 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY OF 27TH STREET; THENCE, SOUTH 0 46' 36" WEST, 458.27 FEET MORE OR LESS, TO A POINT ON THE SAID RIGHT-OF-WAY AND BEING 40 FEET EAST OF THE NORTH ONE-SIXTEENTH CORNER BETWEEN SECTIONS 10 AND 11; THENCE, SOUTH 1 26' 08" WEST 1338.33 FEET TO A POINT ON THE SAID RIGHT-OF-WAY AND BEING 40 EAST OF THE ONE-QUARTER CORNER BETWEEN SECTIONS 10 AND 11; THENCE, SOUTH 0 33' WEST, 2146 FEET, MORE OR LESS, ALONG SAID RIGHT-OF-WAY; THENCE, CONTINUING ALONG THE ARC OF A 1392.39 FOOT RADIUS CURVE TO THE LEFT, 493.19 FEET, THE CHORD BEARING OF SOUTH 9 35' 51" EAST, 490.62 FEET, TO THE NORTH RIGHT-OF-WAY OF FERGUSON ROAD AS ESTABLISHED IN 1908; THENCE LEAVING 27TH STREET RIGHT-OF-WAY, ALONG THE TWENTY (20) NORTH RIGHT-OF-WAY OF 1908 FERGUSON ROAD, SOUTH 89 36' 19" EAST, 1208.79 FEET; THENCE, ALONG THE NORTH 20-FOOT RIGHT-OF-WAY OF MCGILVRAY ROAD AS ESTABLISHED IN 1910, SOUTH 89 36' 19" EAST, 994.55 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF THE P.G.T. GAS LINE EASEMENT; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 19 10' 21" WEST 21.12 FEET TO THE NORTH LINE OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 12 EAST; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 19 10' 21" WEST 1208.21 FEET TO THE NORTHEAST CORNER OF THAT PROPERTY CONVEYED TO CENTRAL ELECTRIC CO-OP BY DESCHUTES COUNTY IN BARGAIN AND SALE DEED VOLUME 337 PAGE 999; THENCE, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE NORTH PROPERTY LINE OF SAID CENTRAL ELECTRIC COOPERATIVE PROPERTY NORTH 89 37' 46" WEST, 1256.17 FEET, TO THE NORTH WEST PROPERTY CORNER OF SAID CENTRAL ELECTRIC COOPERATIVE PROPERTY; THENCE NORTH 89 36' 46" WEST, 88.95 FEET TO THE WESTERLY 40 FOOT RIGHT-OF-WAY LINE OF 27TH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 25 33' 09" WEST, 1089.82 FEET; THENCE, 156.92 FEET ALONG THE ARC OF A 1472.39 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS NORTH 22 29' 58" WEST, 156.84 FEET, TO THE SOUTH 20-FOOT RIGHT-OF-WAY LINE OF 1908 FERGUSON ROAD ALIGNMENT; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89 36' 19" WEST, 41.88 FEET TO THE WEST LINE OF SECTION 14; THENCE, ALONG THE WEST LINE OF SECTION 14, SOUTH 0 20' 39" WEST, 10.00 FEET; THENCE, ALONG THE SOUTHERLY 30-FOOT RIGHT-OF-WAY LINE OF FERGUSON ROAD, NORTH 89 33' 31" WEST, 1315 FEET, MORE OF LESS, TO THE EAST RIGHT-OF-WAY OF MAGNOLIA LANE; THENCE ALONG THE EAST RIGHT-OF-WAY OF MAGNOLIA LANE, SOUTH 0 42' 12" WEST, 1359.56 FEET, TO THE SOUTH RIGHT-OF-WAY OF HEARTHSTONE LANE; THENCE, ALONG THE SOUTH RIGHT-OF-WAY OF HEARTHSTONE LANE, NORTH 89 48' 40" WEST, 716.48 FEET; THENCE, NORTH 0 42' 12" EAST, 60.00 FEET; THENCE, NORTH 89 48' 40" WEST, 626.49 FEET, TO THE CENTER-NORTH ONE-SIXTEENTH CORNER OF SECTION FIFTEEN, TOWNSHIP 18 SOUTH, RANGE 12 EAST; THENCE, SOUTH 0 35' 12" WEST, 1336.12 FEET, TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION FIFTEEN; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, SOUTH 0 36' 42" WEST, 1324.06 FEET, TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER; THENCE, CONTINUING ALONG THE NORTH-SOUTH CENTERLINE, SOUTH 00 35' 17" WEST, 662.58 FEET, TO THE SOUTHEAST CORNER OF RAIN TREE; THENCE, ALONG THE SOUTH LINE OF RAIN TREE, SOUTH 89 59' 13" WEST, 657.58 FEET; THENCE LEAVING SAID SOUTH

LINE, ALONG THE WEST LINE OF RAINTREE, NORTH 00 26' 40" EAST, 662.09 FEET, TO THE NORTHWEST CORNER OF RAINTREE; THENCE, SOUTH 89 57' 04" WEST, 659.44 FEET, TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SECTION FIFTEEN, THENCE SOUTH 89 56' 04" WEST 1278.41 FEET TO THE EAST RIGHT-OF-WAY OF FIFTEENTH STREET, SAID POINT BEING 40 FEET EAST OF THE SOUTH ONE-SIXTEENTH CORNER BETWEEN SECTIONS FIFTEEN AND SIXTEEN; THENCE ALONG THE EAST RIGHT-OF-WAY OF FIFTEENTH STREET, SOUTH 1 24' 40" EAST, 1322.07 FEET TO THE CENTERLINE OF KNOTT ROAD; SAID POINT BEING 40 FEET EAST OF THE SOUTHWEST CORNER OF SECTION FIFTEEN; THENCE, SOUTH 00 02' 39" EAST, 30.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF KNOTT ROAD; THENCE, WESTERLY ALONG THE SOUTH RIGHT-OF-WAY OF KNOTT ROAD TO THE EAST LINE OF BRIGHTENWOOD ESTATES IV, BEING MORE OR LESS SOUTH 89 18' 15" WEST, 1779 FEET; THENCE, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY OF KNOTT ROAD, ON THE ARC OF AN 860 FOOT RADIUS CURVE TO THE LEFT, 504.50 FEET, THE CHORD BEING SOUTH 61 48' 21" WEST, 497.30 FEET; THENCE, CONTINUING ALONG THE SAID RIGHT-OF-WAY SOUTH 45 00' 00" WEST, 104.33 FEET, TO THE EASTERLY RIGHT-OF-WAY OF WOODSIDE ROAD; THENCE LEAVING KNOTT ROAD, ALONG THE EASTERLY RIGHT-OF-WAY OF WOODSIDE ROAD, ON THE ARC OF A 266.92 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, 197.23 FEET, THE CHORD BEARING OF SOUTH 23 49' 54" EAST, 192.78 FEET; THENCE, CONTINUING ALONG THE EAST RIGHT-OF-WAY SOUTH 00 27' 16" WEST, 260 FEET, MORE OR LESS, TO THE SOUTH LINE OF BRIGHTENWOOD ESTATES, IV; THENCE CONTINUING ALONG THE SAID RIGHT-OF-WAY, SOUTH 00 25' 52" WEST, 267.80, MORE OR LESS TO THE SOUTH RIGHT OF WAY OF BRIGHTENWOOD LANE; THENCE, LEAVING SAID RIGHT-OF-WAY SOUTH 89 32' 44" WEST 444.99 FEET MORE OR LESS, TO THE WEST LINE OF THE NORTH EAST QUARTER OF SECTION TWENTY ONE; THENCE, SOUTH 0 25' 59" WEST 1593.47 FEET, MORE OR LESS, TO THE CENTER ONE-QUARTER CORNER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 12 EAST; THENCE SOUTH 89 29' 27" WEST, 1304.69 FEET, ALONG THE SOUTH LINE OF BRIGHTENWOOD ESTATES II, TO THE CENTERWEST ONE-SIXTEENTH CORNER OF SAID SECTION 21; THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 21, SOUTH 89 29' 27" WEST, 778.19 FEET, TO THE NORTHEASTERLY RIGHT-OF-WAY OF WOODSIDE NORTH DRIVE; THENCE, ALONG SAID RIGHT-OF-WAY, NORTH 37 02' 45" WEST, 129.78 FEET; THENCE, CONTINUING ON SAID RIGHT-OF-WAY ON THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT, 39.27 FEET, THE CHORD BEARING OF NORTH 7 57' 17" EAST, 35.36 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF KNOTT ROAD; THENCE, LEAVING THE SAID RIGHT-OF-WAY OF WOODSIDE NORTH DRIVE AND FOLLOWING ALONG THE SOUTHERLY RIGHT-OF-WAY OF KNOTT ROAD, SOUTH 52 57' 17" WEST, 291.81 FEET; THENCE, ALONG THE ARC OF A 1640 FOOT RADIUS CURVE TO THE RIGHT, 1228.01 FEET, THE CHORD BEARING OF SOUTH 74 24' 21" WEST, 1199.52 FEET; THENCE NORTH 84 08' 35" WEST, 193.87 FEET; THENCE, ALONG THE ARC OF A 2360 FOOT RADIUS CURVE TO THE LEFT 484.67 FEET, THE CHORD BEARING OF SOUTH 89 58' 25" WEST, 483.82 FEET; THENCE, SOUTH 84 05' 25" WEST, 181.56 FEET; THENCE, ALONG THE ARC OF A 660 FOOT RADIUS CURVE TO THE LEFT, 373.34 FEET, THE CHORD BEARING OF SOUTH 67 53' 07" WEST, 368.39 FEET; THENCE, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF KNOTT ROAD AND CROSSING CHINA HAT ROAD, SOUTH 51 40' 48" WEST, 118.24 FEET, TO THE INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF CHINA HAT ROAD; THENCE, LEAVING THE PROJECTED RIGHT-OF-WAY OF KNOTT ROAD FOLLOWING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF A SIXTY-SIX FOOT WIDE RIGHT-OF-WAY OF CHINA HAT ROAD, NORTH 37 51' 40" WEST, 636.29 FEET; THENCE, NORTH 35 46' 24" WEST, 383.49 FEET; THENCE AROUND THE ARC OF A 1447 FOOT RADIUS CURVE TO THE LEFT 296.27 FEET, THE CHORD BEARING OF NORTH 41 38' 20" WEST, 295.75 FEET; THENCE NORTH 47 30' 15" WEST, 2705.45 FEET; THENCE, ALONG THE ARC OF A 4033 FOOT RADIUS CURVE TO THE RIGHT 200.34 FEET, THE BEARING OF NORTH 46 04' 52" WEST, 200.32 FEET; THENCE, NORTH 44 39' 29" WEST, 99.17 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF THE DALLES-CALIFORNIA HIGHWAY (OREGON STATE HIGHWAY 97); THENCE, LEAVING THE SOUTH RIGHT-OF-WAY OF CHINA HAT ROAD, ALONG THE EAST RIGHT-OF-WAY OF THE DALLES-CALIFORNIA HIGHWAY NORTH 27 02' 54" EAST, 34.76 FEET TO THE INTERSECTION WITH THE CENTERLINE OF CHINA HAT ROAD, FROM WHICH THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 12 EAST, BEARS NORTH 18 43' 50" EAST, 174.30 FEET. (CONTINUED ON PAGE FIVE)

BEND URBAN GROWTH BOUNDARY (continued)

THE FOLLOWING IS A CONTINUATION OF THE METES AND BOUNDS

DESCRIPTION OF THE PROPOSED CITY OF BEND URBAN GROWTH BOUNDARY:

RESUMING AT THE POINT ON THE EASTERLY RIGHT-OF-WAY OF THE DALLES CALIFORNIA HIGHWAY (OREGON STATE HIGHWAY 97) WHERE THE CENTERLINE OF CHINA HAT ROAD INTERSECTS SAID RIGHT-OF-WAY, FROM WHICH THE NORTHEAST CORNER OF SECTION 19 TOWNSHIP 18 SOUTH, RANGE 12 EAST BEARS NORTH 18 43' 50" EAST 174.30 FEET; THENCE CROSSING TO THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 97 ON A PROJECTION OF THE CENTERLINE OF CHINA HAT ROAD NORTH 44 39' 29" WEST 105.47 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 97 NORTH 26 48' 45" EAST 100.29 FEET TO THE NORTH LINE OF SAID SECTION 19, FROM WHICH THE NORTHEAST CORNER OF SECTION 19 BEARS NORTH 89 38' 06" EAST 84.86 FEET; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 19 SOUTH 89 38' 06" WEST 5266.97 FEET TO THE SECTION CORNER BETWEEN SECTIONS 18 AND 19, T18S., R12E., AND SECTIONS 13 AND 24, T18S., R11E., W.M., A PORTION OF SAID SECTION LINE FORMING THE SOUTH BOUNDARY OF RIVER BEND ESTATES; THENCE ALONG THE SOUTH LINE OF SAID SECTION 13, T18S., R11E., W.M., AND CONTINUING ALONG THE SOUTH BOUNDARY OF RIVER BEND ESTATES SOUTH 89 53' 28" WEST 5323.71 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE ALONG THE WEST LINE OF SAID SECTION 13 NORTH 00 54' 18" EAST 5257.27 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CENTURY DRIVE (80.00 FOOT R/W); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CENTURY DRIVE NORTH 74 50' 22" EAST 2744.40 FEET MORE OR LESS TO THE CENTERLINE OF SECTION 12, T18S., R11E., W.M.; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE CENTERLINE OF SAID SECTION 12 NORTH 00 47' 59" EAST 2010.62 FEET MORE OR LESS TO THE CENTER QUARTER CORNER OF SECTION 12 SAID LINE BEING THE WEST BOUNDARY OF THE PLAT OF "FIRST ON THE HILL SITES"; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 12, SAID LINE BEING THE NORTH BOUNDARY OF THE PLAT OF "FIRST ON THE HILL SITES" SOUTH 89 48' 15" EAST 1323.98 FEET TO THE CENTER-EAST 1/16TH CORNER OF SECTION 12; THENCE LEAVING THE EAST-WEST CENTERLINE OF SECTION 12, NORTH 00 39' 59" EAST 2635.14 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF METOLIUS DRIVE PER THE PLAT OF BROKEN TOP; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF METOLIUS DRIVE ALONG THE ARC OF A 680.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 278.97 FEET, THE CHORD OF WHICH BEARS SOUTH 65 37' 03" WEST 277.02 FEET; THENCE CROSSING METOLIUS DRIVE TO THE NORTHERLY RIGHT-OF-WAY ALONG A RADIAL LINE NORTH 36 08' 08" WEST 80.00 FEET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND CROSSING INTO SECTION 1, TOWNSHIP 18 SOUTH, RANGE 11 EAST, W.M., ALONG THE ARC OF A 760.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 165.58 FEET, THE CHORD OF WHICH BEARS NORTH 60 33' 20" EAST 165.25 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY OF METOLIUS DRIVE NORTH 79 31' 59" WEST 132.90 FEET; THENCE NORTH 14 24' 17" WEST 94.39 FEET; THENCE CONTINUING NORTH 14 24' 17" WEST 46.49 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE 8TH FAIRWAY PER SAID PLAT OF BROKEN TOP; THENCE NORTH 11 38' 33" WEST 125.65 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY BOUNDARY OF THE 8TH FAIRWAY AND BETWEEN LOTS 345 AND 346 PER PLAT NUMBER 806 OF BROKEN TOP; THENCE ALONG THE BOUNDARY OF THE PLATTED LOTS OF BROKEN TOP SOUTH 73 18' 29" WEST 200.73 FEET; THENCE CONTINUING ALONG SAID BOUNDARY OF PLATTED LOTS SOUTH 79 16' 17" WEST 574.10 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE LOTS IN TRACT KK, PHASE III-H, PER THE PLAT OF BROKEN TOP, AND THE SOUTH CORNER BETWEEN LOTS 337 AND 338 OF SAID PLAT; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 84 51' 22" WEST 781.11 FEET; THENCE NORTH 11 27' 42" WEST 607.37 FEET; THENCE NORTH 47 47' 18" WEST 1106.93 FEET TO A POINT ON THE PLATTED BOUNDARY OF LOTS PER TRACT LL OF THE PLAT OF BROKEN TOP; THENCE CONTINUING ALONG SAID LOT BOUNDARY IN TRACT LL NORTH 38 17' 25" EAST 588.54 FEET; THENCE ALONG THE ARC OF A 628.00 FOOT RADIUS CURVE TO THE LEFT 453.45 FEET, THE CHORD OF WHICH BEARS NORTH 17 36' 18" EAST 443.66 FEET; THENCE SOUTH 78 18' 19" WEST 113.44 FEET; THENCE SOUTH 47 21' 26" WEST 1105.03 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF THE LOTS IN PHASE II-B OF THE PLAT OF BROKEN TOP, AND ALONG THE ARC OF A 2326.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT

791.19 FEET, THE CHORD OF WHICH BEARS NORTH 29 20' 49" WEST 787.38 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF PHASE IV-B PER THE PLAT OF BROKEN TOP, ALONG THE ARC OF A 2680.00 FOOT RADIUS CURVE TO THE LEFT 997.41 FEET, THE CHORD OF WHICH BEARS NORTH 30 15' 51" WEST 991.66 FEET; THENCE NORTH 14 18' 05" EAST 87.98 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PHASE IV-B SOUTH 74 22' 49" EAST 789.59 FEET TO THE WEST RIGHT-OF-WAY OF GREEN LAKES LOOP PER THE PLAT OF BROKEN TOP; THENCE ALONG SAID WEST RIGHT-OF-WAY, ALONG THE ARC OF A 555.50 FOOT RADIUS CURVE TO THE RIGHT 130.99 FEET, THE CHORD OF WHICH BEARS NORTH 09 03' 11" EAST 130.69 FEET TO THE SOUTHERLY BOUNDARY OF PHASE II-H OF THE PLAT OF BROKEN TOP; THENCE ALONG SAID SOUTHERLY BOUNDARY NORTH 58 31' 54" WEST 537.43 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PHASE II-H NORTH 70 17' 40" EAST 1419.88 FEET TO THE WESTERLY BOUNDARY OF PHASE IV-A, AND THE NORTH LINE OF TRACT PP PER PLAT NUMBER 858 OF BROKEN TOP; THENCE ALONG SAID WESTERLY BOUNDARY, ALONG THE ARC OF A 317.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 93.22 FEET, THE CHORD OF WHICH BEARS NORTH 02 54' 39" WEST 92.88 FEET; THENCE ALONG THE ARC OF A 551.00 FOOT RADIUS CURVE TO THE RIGHT 826.46 FEET, THE CHORD OF WHICH BEARS NORTH 31 38' 07" EAST 751.14 FEET; THENCE NORTH 74 36' 20" EAST 170.73 FEET; THENCE ALONG THE ARC OF A 830.00 FOOT RADIUS CURVE TO THE RIGHT 260.72 FEET, THE CHORD OF WHICH BEARS NORTH 83 36' 16" EAST 259.65 FEET; THENCE SOUTH 87 23' 48" EAST 126.39 FEET TO THE SOUTHWESTERLY CORNER OF PHASE VI-B OF THE PLAT OF BROKEN TOP; THENCE ALONG THE WEST BOUNDARY OF SAID PHASE VI-B NORTH 03 06' 41" EAST 522.80 FEET TO THE LINE BETWEEN SECTION 1, TOWNSHIP 18 SOUTH, RANGE 11 EAST, W.M., AND SECTION 36, TOWNSHIP 17 SOUTH, RANGE 11 EAST, W.M.; THENCE ALONG SAID SECTION LINE NORTH 89 38' 58" WEST 2426.54 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE WEST LINE OF SAID SECTION 36 NORTH 00 14' 01" EAST 5256.47 FEET TO THE CORNER COMMON TO SECTIONS 25-26-35-36 IN TOWNSHIP 17 SOUTH, RANGE 11 EAST, W.M.; THENCE ALONG THE EAST LINE OF SECTION 26 NORTH 00 23' 18" EAST 1311.66 FEET TO THE SOUTH 1/16TH CORNER BETWEEN SAID SECTIONS 25 AND 26; THENCE NORTH 89 34' 45" WEST 1326.83 FEET TO THE SOUTHEAST 1/16TH CORNER OF SAID SECTION 26; THENCE NORTH 00 13' 05" EAST 1311.67 FEET TO THE CENTER-EAST 1/16TH CORNER OF SECTION 26; THENCE NORTH 00 06' 46" EAST 1319.71 FEET TO THE NORTHEAST 1/16TH CORNER OF SECTION 26; THENCE NORTH 89 43' 09" WEST 1332.17 FEET TO THE CENTER-NORTH 1/16TH CORNER OF SECTION 26; THENCE SOUTH 00 02' 56" WEST 1316.46 FEET TO THE CENTER 1/4 CORNER OF SECTION 26; THENCE NORTH 89 34' 45" WEST 1334.27 FEET TO THE CENTER-WEST 1/16TH CORNER OF SECTION 26; THENCE SOUTH 00 02' 13" WEST 1319.43 FEET TO THE SOUTHWEST 1/16TH CORNER OF SECTION 26; THENCE NORTH 89 49' 02" WEST 1001.46 FEET TO THE ORIGINAL EASTERLY BOUNDARY OF SHEVLIN PARK; THENCE ALONG SAID EASTERLY BOUNDARY OF SHEVLIN PARK NORTH 30 28' 40" EAST 406.31 FEET; THENCE NORTH 25 00' 40" EAST 1650.56 FEET; THENCE NORTH 18 41' 41" EAST 645.14 FEET; THENCE NORTH 10 54' 24" EAST 297.82 FEET; THENCE NORTH 16 24' 24" EAST 1242.47 FEET TO THE NORTH LINE OF SAID SECTION 26; THENCE LEAVING THE BOUNDARY OF SHEVLIN PARK AND CROSSING INTO SECTION 23, TOWNSHIP 17 SOUTH, RANGE 11 EAST W.M., AND ON A CALCULATED BEARING TO THE CENTER 1/4 CORNER OF SAID SECTION 23 NORTH 17 24' 09" EAST 2760.10 FEET; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23 SOUTH 00 06' 08" WEST 2635.78 FEET TO THE SOUTH 1/4 CORNER OF SECTION 23; THENCE ALONG THE SOUTH LINE OF SECTION 23 SOUTH 89 51' 33" EAST 2664.33 FEET TO THE CORNER COMMON TO SECTIONS 23-24-25-26 IN TOWNSHIP 17 SOUTH, RANGE 11 EAST W.M.; THENCE ALONG THE LINE BETWEEN SAID SECTIONS 25 AND 26 SOUTH 00 06' 46" WEST 1322.97 FEET TO THE NORTH 1/16TH CORNER BETWEEN SECTIONS 25 AND 26; THENCE SOUTH 00 06' 46" WEST 616.63 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SHEVLIN PARK ROAD (60.00 FOOT R/W); THE UGB BOUNDARY LIES 200 FEET PARALLEL WITH AND NORTHERLY OF THE FOLLOWING 2 COURSES DESCRIBING THE SHEVLIN PARK ROAD RIGHT-OF-WAY (DEED vol 313 page 960): THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND CROSSING INTO SECTION 25 TOWNSHIP 17 SOUTH, RANGE 11 EAST W.M. ON A CALCULATED BEARING OF SOUTH 50 00' 00" EAST 601.02 FEET; THENCE CONTINUING ALONG THE SAID NORTHERLY RIGHT-OF-WAY OF SHEVLIN PARK ROAD ON A CALCULATED BEARING OF SOUTH 15 00' 00" EAST 330.67 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 25, AND THE NORTHWEST CORNER OF LOT 1, BLOCK 14 OF VALHALLA HEIGHTS PHASE IV; THENCE ALONG THE NORTH LINE OF SAID LOT 1 AND A PORTION OF THE NORTH LINE OF LOT 3, BLOCK 14 VALHALLA HEIGHTS PHASE IV, NORTH 89 56' 12" EAST 772.83 FEET TO THE CENTER-WEST 1/16TH CORNER OF SAID SECTION 25; THENCE NORTH 00 04' 04" EAST 2642.78 FEET TO THE WEST 1/16TH CORNER BETWEEN SECTIONS 25 AND 24 TOWNSHIP 17 SOUTH, RANGE 11 EAST W.M.; THENCE CROSSING INTO SAID SECTION 24 NORTH 00 07' 36" EAST 2642.38 FEET TO THE CENTER-WEST 1/16TH CORNER OF SECTION 24 AND THE NORTHWESTERLY CORNER OF A PARCEL

DEEDED TO BROOKS RESOURCES PER VOLUME 207, PAGE 896, AND VOLUME 11, PAGE 501 DESCHUTES COUNTY DEEDS OF RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL NORTH 44 48' 02" EAST 2368.36 FEET TO THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN VOLUME 13, PAGE 911 DEEDS OF RECORDS, DESCHUTES COUNTY, OREGON; THENCE FOLLOWING SAID PARCEL NORTH 44 48' 02" EAST 625.00 FEET; THENCE NORTH 89 59' 05" EAST 266.73 FEET; THENCE SOUTH 45 02' 32" EAST 200.00 FEET; THENCE SOUTH 45 02' 32" EAST 234.28 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF PUTNAM ROAD PER THE PLAT OF AWBREY MEADOWS AND A PROJECTION OF THE CENTERLINE OF THE TUMALO IRRIGATION DISTRICT CANAL; THENCE CROSSING SAID PUTNAM ROAD AND FOLLOWING ALONG THE CENTERLINE OF THE TUMALO CANAL PER THE PLAT OF AWBREY MEADOWS (SAID CANAL CENTERLINE FORMING THE BOUNDARY BETWEEN AWBREY MEADOWS AND AWBREY GLEN HOMESITES THROUGH A PORTION OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 11 EAST W.M.) THE FOLLOWING COURSES AND DISTANCES: SOUTH 45 02' 32" EAST 619.24 FEET; A 250.00 FOOT RADIUS CURVE LEFT ARC = 54.24 FEET, CHORD = SOUTH 51 15' 28" EAST 54.13 FEET; SOUTH 57 28' 24" EAST 45.12 FEET; A 250.00 FOOT RADIUS CURVE LEFT ARC = 78.65 FEET, CHORD = SOUTH 66 29' 10" EAST 78.33 FEET; SOUTH 75 29' 55" EAST 125.07 FEET; A 500.00 FOOT RADIUS CURVE RIGHT ARC = 34.97 FEET, CHORD = SOUTH 73 29' 41" EAST 34.96 FEET; SOUTH 71 29' 28" EAST 213.44 FEET; A 150.00 FOOT RADIUS CURVE LEFT ARC = 91.73 FEET, CHORD = SOUTH 89 00' 38" EAST 90.31 FEET; NORTH 73 28' 13" EAST 83.63 FEET; A 250.00 FOOT RADIUS CURVE LEFT ARC = 60.66 FEET, CHORD = NORTH 66 31' 07" EAST 60.51 FEET; NORTH 59 34' 02" EAST 89.11 FEET TO THE SECTION LINE BETWEEN SAID SECTION 24, T17S., R11 E., W.M., AND SECTION 19, T17S., R12 E., W.M.; THENCE CONTINUING ALONG SAID CANAL CENTERLINE IN SECTION 19: NORTH 59 34' 02" EAST 100.98 FEET; A 250.00 FOOT RADIUS CURVE RIGHT ARC = 85.59 FEET, CHORD = NORTH 69 22' 32" EAST 85.18 FEET; NORTH 79 11' 02" EAST 243.44 FEET; A 200.00 FOOT RADIUS CURVE LEFT ARC = 88.40 FEET, CHORD = NORTH 66 31' 17" EAST 87.68 FEET; NORTH 53 51' 33" EAST 697.51 FEET; A 250.00 FOOT RADIUS CURVE LEFT ARC = 50.04 FEET, CHORD = NORTH 48 07' 29" EAST 49.96 FEET; NORTH 42 23' 24" EAST 437.95 FEET; A 250.00 FOOT RADIUS CURVE RIGHT ARC = 139.54 FEET, CHORD = NORTH 58 22' 50" EAST 137.74 FEET; NORTH 74 22' 17" EAST 167.77 FEET; A 250.00 FOOT RADIUS CURVE RIGHT ARC = 58.35 FEET, CHORD = NORTH 81 03' 29" EAST 58.22 FEET; NORTH 87 44' 41" EAST 182.64 FEET; A 500.00 FOOT RADIUS CURVE RIGHT ARC = 33.46 FEET, CHORD = NORTH 89 39' 42" EAST 33.45 FEET; SOUTH 88 25' 18" EAST 105.45 FEET; A 250.00 FOOT RADIUS CURVE RIGHT ARC = 100.92 FEET, CHORD = SOUTH 76 51' 23" EAST 100.24 FEET; SOUTH 65 17' 29" EAST 118.28 FEET; A 300.00 FOOT RADIUS CURVE LEFT ARC = 50.45 FEET, CHORD = SOUTH 70 06' 33" EAST 50.39 FEET; SOUTH 74 55' 36" EAST 194.95 FEET; A 250.00 FOOT RADIUS CURVE LEFT ARC = 73.08 FEET, CHORD = SOUTH 83 18' 03" EAST 72.82 FEET; NORTH 88 19' 29" EAST 375.00 FEET; A 350.00 FOOT RADIUS CURVE LEFT ARC = 46.63 FEET, CHORD = NORTH 84 30' 27" EAST 46.60 FEET; NORTH 80 41' 26" EAST 95.15 FEET; A 250.00 FOOT RADIUS CURVE RIGHT ARC = 67.07 FEET, CHORD = NORTH 88 22' 35" EAST 66.87 FEET; SOUTH 83 56' 17" EAST 25.31 FEET; A 150.00 FOOT RADIUS CURVE RIGHT ARC = 102.92 FEET, CHORD = SOUTH 64 16' 56" EAST 100.91 FEET; THENCE LEAVING THE CANAL CENTERLINE AND ALONG THE EAST BOUNDARY OF THE SAID PLAT OF AWBREY MEADOWS NORTH 17 18' 14" EAST 452.98 FEET TO THE SECTION LINE BETWEEN SECTIONS 18 AND 19 IN T17S., R12 E., W.M., FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 19 BEARS SOUTH 89 39' 07" EAST 1766 FEET, MORE OR LESS; THENCE CONTINUING ALONG THE SAID EAST BOUNDARY OF AWBREY MEADOWS NORTH 17 18' 14" EAST 73.79 FEET (PER PLAT) TO THE CENTERLINE OF THE DESCHUTES RIVER; THENCE LEAVING THE BOUNDARY OF THE PLAT OF AWBREY MEADOWS AND FOLLOWING ALONG THE CENTERLINE OF THE DESCHUTES RIVER SOUTH 84 33' 30" EAST 107 FEET, MORE OR LESS, THENCE SOUTH 42 00' 00" EAST 82 FEET, MORE OR LESS, TO THE SECTION LINE BETWEEN SAID SECTIONS 18 AND 19, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 19 BEARS SOUTH 89 39' 07" EAST 1582 FEET, MORE OR LESS; THENCE SOUTH 42 00' 00" EAST 155 FEET, MORE OR LESS; THENCE SOUTH 22 00' 00" EAST 730 FEET MORE OR LESS; THENCE SOUTH 62 00' 00" EAST 120 FEET, MORE OR LESS; THENCE NORTH 82 00' 00" EAST 170 FEET, MORE OR LESS; THENCE NORTH 36 00' 00" EAST 552 FEET, MORE OR LESS; THENCE NORTH 18 11' 34" EAST 391 FEET, MORE OR LESS TO THE SECTION LINE BETWEEN SAID SECTIONS 18 AND 19 (FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 19 BEARS SOUTH 89 39' 07" EAST 484 FEET, MORE OR LESS) TO A POINT ON THE RIVER THAT FORMS A PORTION OF THE BOUNDARY OF WYNDEMERE PHASE III; THENCE CONTINUING ALONG THE DESCHUTES RIVER AND THE SAID BOUNDARY OF WYNDEMERE PHASE III, NORTH 18 11' 34" EAST 663 FEET, MORE OR LESS; THENCE NORTH 25 00' 00" EAST 275 FEET, MORE OR LESS; THENCE NORTH 55 00' 00" EAST 200 FEET, MORE OR LESS, TO THE SECTION LINE BETWEEN SECTIONS 17 AND 18 IN TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M., FROM WHICH THE SOUTHWEST CORNER OF SECTION 17 (AND THE NORTHEAST CORNER OF SAID SECTION 19) BEARS SOUTH 00 09' 10" WEST 996 FEET, MORE OR LESS; THENCE CONTINUING

ALONG THE CENTERLINE (THREAD) OF THE DESCHUTES RIVER AND WYNDEMERE BOUNDARY NORTH 82 17' 32" EAST 261 FEET, MORE OR LESS; THENCE SOUTH 83 21' 15" EAST 75 FEET, MORE OR LESS; THENCE SOUTH 64 32' 38" EAST 50 FEET, MORE OR LESS; THENCE SOUTH 41 48' 34" EAST 75 FEET, MORE OR LESS; THENCE SOUTH 52 46' 08" EAST 160 FEET, MORE OR LESS; THENCE SOUTH 67 41' 25" EAST 155 FEET, MORE OR LESS; THENCE NORTH 81 40' 51" EAST 240 FEET, MORE OR LESS; THENCE NORTH 69 52' 52" EAST 75 FEET, MORE OR LESS, TO A POINT ON THE DESCHUTES RIVER AND THE BOUNDARY BETWEEN SAID WYNDEMERE PHASE III AND RIMROCK WEST PHASE 3; THENCE CONTINUING ALONG THE DESCHUTES RIVER AND A PORTION OF THE BOUNDARY OF RIMROCK WEST PHASE 3, NORTH 75 59' 00" EAST 325 FEET, MORE OR LESS; THENCE LEAVING THE DESCHUTES RIVER NORTH 00 09' 10" EAST 376.38 FEET TO THE SOUTHWEST 1/16TH CORNER OF SECTION 17, AND A POINT ON THE EAST RIGHT-OF-WAY OF SOUTH ROAD PER THE PLAT OF GLEN VISTA; THENCE SOUTH 89 33' 21" EAST 661.25 FEET TO THE CENTER-EAST-SOUTHWEST 1/64TH CORNER; THENCE NORTH 00 09' 10" EAST 1307.99 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 17; THENCE ALONG THE EAST-WEST CENTERLINE OF SECTION 17 SOUTH 89 54' 42" EAST 2690.56 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 20, AT APPROXIMATE ENGINEER'S STATION 240+90; THE WESTERLY RIGHT-OF-WAY IS 80.00 FEET WIDE AT THIS POINT (from centerline to r/w) AND THE EAST QUARTER CORNER OF SAID SECTION 17 BEARS SOUTH 89 54' 42" EAST 618.83 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 20 NORTH 24 29' 08" WEST 21.22 FEET; THENCE NORTH 24 45' 03" WEST 1080.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 20 THAT IS 85.00 FEET WIDE (from centerline to r/w); THENCE NORTH 24 29' 08" WEST 1799.62 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 17; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 20 AND ALONG THE NORTH LINE OF SAID SECTION 17 NORTH 89 59' 16" EAST 1824.56 FEET TO THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 12 EAST (ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 17) AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXCEPTING THEREFROM: ALL LANDS LYING WITHIN THE CURRENT LIMITS OF THE CITY OF BEND, OREGON, AS OF 12 JANUARY 1999.

NOTE: THIS DESCRIPTION IS BASED UPON AVAILABLE RECORDED SURVEYS AND DEEDS. ERROR WAS ADJUSTED USING DESCHUTES COUNTY GPS CONTROL DATA ON SECTION AND QUARTER CORNERS ALONG THE PROJECTED URBAN GROWTH BOUNDARY. (14 AUG 1998)

(revised 9/02/98)

(revised 1/12/99)

(revised 1/29/99)

ATTACHMENTS TO
RESOLUTION NO. 2239

Resolution No. 2239

Referring ballot measure regarding annexation of UGB for 11/3/98 General Election

Attachments:

1. Annexation Plan -- pages 1 - 7
 - a) Exhibit A - City / Parks & Rec - Urban Service Provider Agreement
 - b) Exhibit B - City / Rural Fire District - Fire Protection Contract
 - Exhibit A to Fire Protection Contract
 - Modification to Fire Protection Contract
 - c) Exhibit C - City / County - Joint Management of Urban Area
 - Replaces 6/30/93 Joint Management Agreement
 - City assumes road maintenance responsibilities
 - Exhibit A to City / County Joint Mgmt Agreement - Equipment List
 - Exhibit B to City / County Joint Mgmt Agreement - Transfer Building and Land Use responsibilities
2. UGB Boundary Description

City of Bend Annexation Plan

Introduction:

The City of Bend was incorporated in 1905. In the next 20 years the majority of the land surrounding the townsite was annexed to the City and was platted into streets and lots to become the heart of the existing city. From the late 1920's until the late 1960's little annexation or development occurred outside of the previously platted areas. In the late 60's and 70's the Bend area and Deschutes County experienced rapid growth and extensive platting of subdivisions all over the county.

In the Bend area this platting pattern was influenced by several factors: 1) a desire to develop in the County where standards were lower or non-existent; 2) the City's desire to annex developed properties under the property tax base system that existed until ballot Measure 50 was adopted and 3) the availability of water outside the City from the City or private water systems.

In 1991, the City declared its policy to annex the entire urban growth boundary. Since that time some 3,600 acres and 4,300 people have been annexed to the City. In 1993, the state legislature adopted Senate Bill 122 (ORS 195.205 – 195.235) which provided for a new method of annexation in the state. This method allows urban service providers to prepare a plan and if the area covered by the plan votes favorably for the plan, annexation would occur according to the plan. The statute requires agreements between service providers within the annexation plan area.

The City Council commissioned an annexation study by SRI/Shapiro and Moore Breithaupt Associates. The consultant's report titled the "City of Bend Annexation Plan Final Analysis Report" (hereafter Report) completed in December 1997, recommended that the City proceed with an annexation plan that would annex all lands within the UGB to the City at one time.

The report prepared by SRI/Shapiro analyzed the costs and revenues likely to impact the City and concluded that the City's current level of service could be maintained if the whole area within the UGB was annexed at one time. Based on this

report the City Council directed staff to proceed with the development of an annexation plan according to the criteria of ORS 195.220. These criteria are:

- “ (a) The timing and sequence of annexation.
- (b) Local standards of urban service availability required as a precondition of annexation.
- (c) The planned schedule for providing urban services to the annexed territory.
- (d) The effect on existing urban services providers.
- (e) The long-term benefits of the annexation plan.”

The following discussion will address these five criteria.

Background:

The Bend Urban Growth Boundary (UGB) contains 32.25 square miles or about 20,600 acres. The Bend City limits contain about 21 square miles or about 65% of the urban area. The City population is estimated at 33,700 people and there are an estimated 10,000 people living outside the City limits within the UGB.

The UGB outside the City limits contains urban of development scattered throughout the area. The City has planned for and constructed a regional sewerage system that can serve the equivalent of 60,000 people. Major transmission lines have been extended throughout much of the UGB. The City has assumed maintenance and operation of the County roads within the UGB under a management agreement signed with the county February 24, 1998. The City and several private providers supply water service to the UGB. The City has entered into franchise agreements with one of these providers and is considering agreements with others.

The City and County have adopted changes to the residential zones in the UGB that require hookup to a sewer system as part of any new subdivision. This has created a demand to obtain City sewer and, since passage of Measure 50, a process to annex undeveloped properties within the UGB prior to development.

As part of the agreement between the County and City, the City assumes responsibility for urban growth management for the entire UGB on July 1, 1998. All of these changes and plans have set the framework for the development of this

Annexation Plan. The proposed plan is for the City to annex the entire UGB. The issue will be put to a single vote of all people within the UGB and City.

The City and UGB have experienced rapid growth in the 90's and growth is expected to continue for the next 20 years. The area will be more urban with much of the vacant land being developed in the next few years. Annexation will allow the County to focus its services on the rural parts of the community and the City to focus on urban issues.

A. Timing and sequence of annexation

The report divided the unincorporated urban area into twelve analysis areas. The report looked at costs and revenues for providing the existing City levels of service to each of these areas. The report concludes that annexation of the entire unincorporated UGB is a sound strategy for the City and the area to be annexed.

Therefore, the City proposes to annex the entire unincorporated UGB at one time with the annexation effective July 1, 1999.

B. Local standards of urban service availability required as a precondition of annexation.

The following services are identified in ORS 195.065 as urban services:

- a. sanitary sewer
- b. water
- c. fire protection
- d. parks
- e. open space
- f. recreation, and
- g. streets, roads and mass transit

The City is a provider of sanitary sewer and water to a majority of the UGB. Parts of the UGB are provided sanitary sewer and water by private providers and have or can enter into franchise agreements for their service areas. The Bend Metro Park and Recreation District is the provider of parks, open space and recreational areas within their district. The District and City have entered into a planning, coordination and

service agreement. The City is the provider of streets within the UGB. Deschutes County will turn over to the City July 1, 1998, the operation and maintenance of all county roads within the UGB.

The City has prepared a sewer and water master plan that provides a framework for the extension of these facilities to the UGB. The circulation element of the comprehensive plan provides the basis of extension of the major street system.

Based on these urban service agreements and the adopted City sewer, water and street master plans, comprehensive plan and City policies, provision has been made for all urban services to be provided as a precondition to the annexation of the UGB to the City. Annexation will be consistent with these standards.

C. The planned schedule for providing urban services to the annexed territory.

The City will furnish police, fire and street maintenance (as described above) immediately upon annexation. Park, recreation and open space services will continue to be supplied by the Bend Metro Park & Recreation District. The City together with several private utility companies will provide sewer and water to the urban area. Sewer service lines will be extended by new development or by use of local improvement districts. Major trunk lines will be extended by the City according to the utility master plan. The City has built its treatment plant with a capacity equivalent of 60,000 people and is adequate to serve the UGB. The City's system of major infrastructure facilities will be extended according to its master plans and capital improvement budget.

D. The effects on existing urban service providers.

1. Park, Recreation and Open Space

The annexation will not affect the Park District. The district will continue to provide park open space, recreation services and facilities with the acres annexed to the City within the district. The City and District have signed an urban service provider agreement that expressly recognizes this type of annexation process. The agreement is attached as Exhibit A. The annexation will bring lands into the City that will not be in the District.

2. Fire and Emergency Medical Services

The City supplies fire and emergency medical services to the District by contract. The City and District contract contemplates that the City will be annexing the UGB. The area annexed to the City will be withdrawn from the fire district. There will not be any effect on the District's level of service due to annexation. The City and District contract provides that "the City will provide the fire protection and emergency medical services on the same basis as they are provided within the City". The agreement is attached as Exhibit B.

3. Streets

The City has agreed to assume maintenance of County roads within the UGB as of July 1, 1998, in the transition agreement with the County. The City has agreed to assume jurisdiction for all County maintained roads within the UGB upon annexation to the City. The impact to the County is set forth in the management agreement attached as Exhibit "C".

E. Long term benefits of the annexation plan.

Over the long term annexation will provide more effective government. It will create economies of scale; provide better access to decision-makers and decisions; it will enable the entire community to participate in the City Council and its committees; it will create a clear line of responsibility and accountability and it will improve efficiency and reduce duplication.

As a result of annexation, residents within the urban growth boundary will receive an urban level of police service. A department recognized statewide as one of Oregon's premier law enforcement agencies will service residents.

The City of Bend Police Department's response time standard is 5 minutes or less for "priority one" calls. This is an improvement over County service in most cases because:

- ◆ The City of Bend Police Department covers a smaller geographical area than the Sheriff does.

- ◆ Annexation will result in an economy of scale. Currently City patrol teams are made up of eight officers. With annexation the City will increase the number of officers per team to 11, a 37% increase in officer availability to residents within the urban growth boundary. This increase will provide greater flexibility for deployment and response.
- ◆ Police substations have been incorporated into the North, South and East fire station construction plans. The new West station will house a Patrol Division Office in addition to a substation. This will allow the decentralization of the City's patrol operation into various sections of the expanded City. Officers will be assigned to specific districts, ensuring greater availability, familiarity with the neighborhood, and quicker response.

The City of Bend Police Department is known for many outstanding programs that supplement police operations. Residents annexed into the City will benefit from:

- ◆ A domestic violence specialist
- ◆ SMART monitoring of high risk offenders
- ◆ K-9 unit with each patrol team
- ◆ Bend's BERT team (special tactical team)
- ◆ Youth Enhancement Services (YES and Peer Jury)
- ◆ DARE in all 5th grades within the City of Bend

Community policing offers such crime prevention services as:

- ◆ Neighborhood Watch
- ◆ Block Homes
- ◆ Security surveys
- ◆ Resources Partnership for troubled neighborhoods
- ◆ Citizens Academy

City Residents

City residents will also benefit from the economies of scale created by annexation. The above-mentioned police service improvements will benefit existing City residents as well as annexed residents. All residents of Bend currently benefit from the services and facilities of the City. However, all have not shared equally in paying for

those services and facilities. Annexation will increase equitably in payment for City services.

Bend Community

- ⊗ Annexation will provide equity, economy of scale and will result in enhanced public services for all residents.
- ⊗ Annexation will make the City of Bend the primary government entity. This centralization and consolidation of municipal services will help reduce confusion currently experienced by citizens trying to determine which agency to call with concerns and questions.
- ⊗ Annexation will broaden and equalize access to City government and will assure equal representation in City government for all residents.
- ⊗ Annexation will make additional state revenues available to the City of Bend which are currently distributed to other parts of the state. These revenues will come from cigarette, liquor, gasoline taxes and other state shared revenues. Deschutes County's revenues will not be decreased because the formula used for allocating these revenues will not be affected by the annexation.
- ⊗ The inclusion of the urban area population in the City's population count will increase Bend's influence in state matters and its competitiveness for governmental and other grants. Annexation will benefit residents of the urban area, residents of the City, and the community as a whole. Annexation will create more efficient and effective government for one community, for one Bend.
- ⊗ The annexation will allow Deschutes County to focus its resources on the rural service needs of the county.

Exhibit A

INTERGOVERNMENTAL AGREEMENT
REGARDING COORDINATED PLANNING AND URBAN SERVICES

PARTIES:

THIS AGREEMENT is entered into by and between Bend Metropolitan Park And Recreation District, a special district of the State of Oregon, hereinafter referred to as DISTRICT and THE CITY OF BEND, a municipal corporation of the State of Oregon, hereinafter referred to as CITY.

RECITALS:

- A. CITY is a municipal corporation of the State of Oregon, authorized to provide services to citizens living within its boundaries.
- B. DISTRICT is a parks and recreation special service district organized in accordance with the provisions of ORS 266.010 et. seq. formed to provide park and recreation facilities and services for the inhabitants of DISTRICT.
- C. CITY and DISTRICT have entered into this Agreement pursuant to ORS 190.003 et. seq. to carry out their respective responsibilities under ORS Chapter 195 and ORS 197.175.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

AGREEMENTS CONCERNING EXCHANGE OF INFORMATION:

1. DISTRICT and CITY will exchange planning related information:

(a) To the extent that such information is reasonably available to the CITY, it will provide to DISTRICT available information concerning economic growth, building activity, population trends and projections, and maps; location and characteristics of natural resources and hazards; planned transportation improvements, opportunities for joint development of sites; long-range land use plans; and availability of public services.

(b) DISTRICT will provide CITY available information concerning recreation needs, level of use, service capacity, new site acquisitions, transportation facility needs, availability of facilities for community use, maps, and planned construction or closure of facilities.

2. DISTRICT and CITY will consult with each other and consider the information provided by each other when planning for sites, facilities and services. In particular, the information provided will be taken into account when evaluating potential sites and when planning for the construction of new facilities, additions to existing facilities, and closure of facilities, as well as when developing or amending comprehensive plans, zoning plans, and the development code.

AGREEMENTS CONCERNING PLANNING ROLES AND RESPONSIBILITIES:

3. DISTRICT and CITY will collaborate in planning for the parks, recreation and open space needs of the City of Bend and adjacent urbanizable area.

4. CITY shall be responsible for preparing, maintaining, updating and administering a comprehensive plan, within the planning area and developing ordinances for the area within its jurisdiction. These elements shall satisfy the statewide planning goals and shall be coordinated with all providers of urban services.

5. DISTRICT shall be responsible for preparing, maintaining and updating a comprehensive parks, recreation and open space plan for the area within its boundaries, including the City of Bend and adjacent urbanizable area for the purposes of meeting statewide Planning Goal 8 requirements and ensuring long-range public parks, recreation and open space facilities/services.

6. CITY is responsible for the planning, land acquisition, development, construction and maintenance of on-street and off-street bikeways for the purpose of implementing the transportation element of the Comprehensive Plan. DISTRICT is responsible for the planning, land acquisition, development, construction and maintenance of off-street bikeways that meet recreation needs within the area covered by the Park and Recreation Plan. DISTRICT and CITY shall coordinate their plans to maintain consistency in identifying these bikeways and in carrying out those goals.

7. CITY is responsible for the planning, land acquisition, development, construction and maintenance of urban trails, as identified in the Urban Trail Plan, for the purpose of implementing the transportation element of the Comprehensive Plan. DISTRICT is responsible for the planning, land acquisition, development, construction and maintenance of urban trails and recreation needs within the area covered by the Park and Recreation Plan. DISTRICT and CITY shall coordinate their plans to maintain consistency in identifying these trails and in carrying out those goals.

AGREEMENTS CONCERNING LAND USE ORDINANCES AND ACTIONS:

8. CITY's and DISTRICT'S staffs shall cooperate with each other in achieving the best solutions to the community's public parks, recreation and statewide land use Goal 8 open space needs. In order to do so, each party shall use best efforts to give notice of activities covered by this Agreement at the earliest possible date to facilitate early and meaningful

involvement by the other party. CITY will assist DISTRICT in scheduling, facilitating and participating in work sessions with CITY's Planning Commission and Council regarding DISTRICT issues.

9. CITY will give DISTRICT the opportunity to actively participate in all land use decisions by CITY which relate to or affect parks, recreation and related open space within the area covered by the Bend Area General Plan, which is subject to CITY's planning authority, prior to the decision by CITY. For purposes of this Agreement, the term: "land use actions" includes applications for land divisions, planned unit developments and zone changes, and proposed amendments to the comprehensive plan map or policies, zoning map or ordinance, or the development code. For purposes of this agreement, the term "actively participate" includes the following:

(a) CITY will promptly deliver to DISTRICT a copy of each proposed land use action. CITY staff shall deliver to DISTRICT a copy of all proposals for Development Code, Comprehensive Plan, and facilities plan amendments in a timely manner allowing DISTRICT a minimum of 14 days for review and comment prior to any public hearing on them.

(b) DISTRICT may propose amendments to the Development Code, zoning map or ordinance, or comprehensive plan map or policies which implement adopted DISTRICT policies found in the Park and Recreation Plan.

10. DISTRICT will give CITY the opportunity to actively participate in the preparation and updating of its comprehensive parks, recreation and open space "plan", prior to the final decision by DISTRICT. For purposes of this agreement, the term "actively participate" includes the following:

(a) DISTRICT will give CITY a copy of each proposed amendment to its plan as well as notice of the commencement of the process of an update of the plan, in a timely manner, not less than 14 days prior to any public hearing on the proposals, to allow CITY to review and comment on the proposals.

(b) CITY may propose amendments to the plan which implement adopted policies found in the CITY's comprehensive plan.

(c) The CITY will invite the DISTRICT to participate in pre-application meetings for land use decisions that affect parks, recreation and related open space.

11. DISTRICT shall notify CITY of DISTRICT proposals which relate to or affect land use or development within the area covered by the Bend General Area Plan which is subject to CITY's planning authority, prior to final action by DISTRICT.

12. DISTRICT and CITY shall provide notice under Sections 9(a) and 10 sufficiently in advance of any action to allow the notified party an opportunity to review and comment on the subject matter of the notice before publication of the staff report. If the notified party has concerns about the proposed action, DISTRICT's and CITY's staffs shall meet in an effort to resolve such concerns. Unresolved concerns shall be described in an attachment to the staff report.

13. DISTRICT and CITY will promptly respond to any notice to avoid unnecessary delay in action by the other. Either party may proceed with proposed actions in the absence of a timely response.

14. CITY and DISTRICT will each designate staff members to receive notices and to serve as liaison to each other and provide prompt response to review requests.

AGREEMENTS CONCERNING URBAN SERVICES:

15. CITY is designated in the Bend General Area Plan as the appropriate general services provider to citizens residing within its boundaries. By agreement of the parties, DISTRICT is designated as the service provider for parks and recreation and open space for the area covered by the Bend General Area Plan subject to CITY's planning jurisdiction.

16. CITY and DISTRICT may enter into intergovernmental agreements to share responsibility for providing certain park and recreational services, including planning, constructing and maintaining service facilities. No such agreement shall be inconsistent with this Agreement.

AGREEMENTS CONCERNING REVIEW AND MODIFICATION OF THE AGREEMENT:

17. This Agreement commences immediately and will automatically renew every year on July 1 unless terminated by one party giving the other party, prior to May 1, written notice of intent to terminate on the following July 1. In the event such notice is given, the parties will meet not later than June 1 to discuss the reasons for termination. If agreement to continue is not reached by June 30, this Agreement shall terminate.


18. The parties will meet to negotiate resolution of problems or conflicts concerning interpretation or implementation of the terms of this Agreement. A neutral third party may be used, if the parties agree, to help facilitate the negotiations.

19. This Agreement may be amended by written application from one party to the other, and written concurrence by the responding party. Amendments shall be ratified by each governing body or delegated signatories, and made part of this Agreement.

20. The parties shall jointly review this Agreement at least every three (3) years from the date of signing hereof, to evaluate the effectiveness of the processes set forth herein and to propose any necessary amendments. The results of the evaluation and any proposed amendments will be reviewed with each governing body.

ANNEXATION:

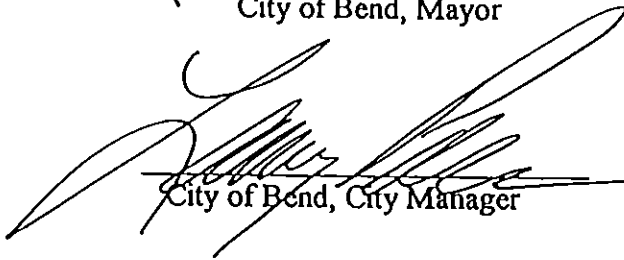
21. DISTRICT and CITY recognize that the CITY will be annexing part or all of the urban growth boundary. Further, this agreement is made to expressly allow the CITY to annex territory to the CITY pursuant to a voter approved annexation plan as provided for in ORS 195.220.



City of Bend, Mayor



Bend Metro Park & Rec. Dist., Chairman

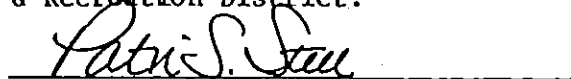


City of Bend, City Manager



Bend Metro Park & Rec. Dist., Exec. Dir.

I, Patricia S. Stell, City Recorder for the City of Bend, do hereby certify this to be a true and exact copy of the original Intergovernmental Agreement Regarding Coordinated Planning and Urban Services signed between The City of Bend, and Bend Metro Park & Recreation District and returned to the custody of Bend Metro Parks & Recreation District.



Patricia S. Stell

10-14-97

Date

Exhibit B

FIRE PROTECTION CONTRACT

The City of Bend, an Oregon municipal corporation (City), and Deschutes County Rural Fire Protection District No. 2 (District) agree as follows:

1. **CITY PERFORMANCE.** The City shall provide fire protection and emergency medical services to property and patrons within the District's boundaries for the term provided below. The City will provide the fire protection and emergency medical services on the same basis as they are provided within the city. The use and disposition of City's fire fighting and emergency medical forces shall be at the sole discretion of the City's Fire Chief and District waives all claims of whatever nature in the event City cannot provide fire protection or emergency medical services in District because City's fire fighting and emergency medical forces are needed elsewhere at the discretion of City's Fire Chief. City's current response policy (which will apply in the city and the district) is:

Top Priority: High life hazard from fire, e.g., hospitals, schools, and occupied residences.

Second Priority: High value properties, e.g., industrial and commercial property.

Third Priority: Other properties with high value, e.g., motor homes, non-dwelling structures, and exposures.

Fourth Priority: Outside property with little or no value, e.g., small brush fires, fences, and outbuildings.

Fifth Priority: Burning complaints, code complaints, and non-emergency complaints.

2. **TERM.** This contract shall commence with the period beginning July 1, 1992, and continue until terminated as provided in this

contract. Either City or District may terminate at any time for any reason after three years' written notice to the other party.

3. PRICE. The contract price for City's fire protection and emergency medical services shall be calculated and paid as follows:

3.1. The contract price for each year shall be calculated by allocating the total net cost to City of providing the fire protection and emergency medical services to the assessed valuation of all the taxable property served by the City (i.e., taxable property in the City, District and that covered by direct fire contracts with City). The resulting rate will then be applied to the assessed valuation in the District to determine the amount to be paid by the District. The first calculation shall be made using the City's 1992-93 budget year data applied to the July 1, 1992 tax valuation determinations made by the Deschutes County Assessor. Like calculations shall be made for each succeeding year of this contract. A worksheet showing how this assessed valuation formula works, using figures from City's 1991-92 budget and July 1, 1991 assessed valuations, is attached as Exhibit A to this contract.

3.2. For purposes of this formula "net cost" means the total expenditures as budgeted by City for the coming fiscal year, less all budgeted receipts, for fire protection and emergency medical services (except receipts from direct fire contracts with the City). "Total expenditures" shall include:

- ▶ commencing with the 1993-94 year, any surplus or shortfall from the budget for the prior fiscal year, and

▶ 10 percent of City's budget for general and administrative expenses. These general and administrative expenses to be considered are City Manager, personnel, legal and finance.

3.3 District shall pay the contract price to City as District's tax collections are received, but not later than June 30th of each year of this Contract.

3.4 It is the intention of the parties that City residents and District patrons pay the same tax rate for City's fire protection and emergency medical services provided pursuant to this Contract.

4. LIMITATION ON CONTRACT PRICE. The amount District is required to pay City pursuant to this contract shall not exceed District's tax base in any given year. In the event the contract price required to be paid by District according to the calculation provided above exceeds District's tax base, then City at its option may elect to terminate this contract if the parties do not agree otherwise. In the event of such termination City shall continue to provide fire protection and emergency medical services pursuant to the terms and conditions of this contract until December 31 of the year in which termination occurs, or for six months after the date City elects to terminate, whichever date is later, and District shall pay for these services at the rate provided in Section 3.1, with the amount calculated by this rate to be prorated over the period services are actually provided by City.

5. BUDGET PROCESS. City shall prepare a budget for fire protection and emergency medical services each year as required by law during

this contract. After the City Manager has reviewed the proposed budget, the City Manager shall deliver a copy of the proposed budget to District at least 30 days before it is presented to the City budget committee. City Manager and the District shall confer upon any questions, comments or suggestions District may have about the proposed budget, and the District's comments shall be considered by the City Manager before the proposed budget is submitted by the City Manager to the City Budget Committee. The District may appear before the City's Budget Committee about the proposed budget if District wishes to do so. The budget shall be finalized as provided by law.

5.1 If the net cost of the budget adopted by City according to law exceeds the previous year's budget net cost by more than six percent, District shall have the option to terminate this contract by giving City written notice of District's intention to terminate prior to the expiration of 90 days from the date ^{*(The clause added on Page 8 hereof is inserted here).} the City's budget is adopted. ^ In the event of such termination City shall continue to provide fire protection and emergency medical services pursuant to the terms and conditions of this contract until December 31 of the year in which termination occurs, and District shall pay for these services at the same rate paid for the services the previous year, plus 6 percent. This termination payment shall be prorated over the period services are actually provided by City.

City
By: _____
District
By:

5.2 All revenues and expenses will be accounted for in the budget. No monies except administrative expenses agreed to by the

parties will be diverted from the budget. Capital outlay transfers to agency funds for fire and ambulance will be included in budget net cost and transfers from such agency funds shall not be included again in budget net cost in the year actually expended.

6. CHANGES IN DISTRICT BOUNDARIES. The parties contemplate that District's boundaries (and the property served by this contract) may change from time to time during this contract because of annexations to District and to City. Such changes shall be handled as follows:

6.1 To the extent practicable annexations shall be timed so that additions to the tax bases of City and District coincide with the July 1 beginning of the fiscal year.

6.2 If District annexes property during a fiscal year and fire protection and emergency medical services are to be furnished to the property annexed beginning with the date of annexation, then District shall pay City the prorated part of that property's share of the cost of fire protection and emergency medical services, calculated as provided in Section 3.1 of this Contract upon annexation of the property to District. However, annexations to the District shall not become effective until the annexed property arranges with District to pay the amount required to be paid City by this Section.

6.3 If City annexes property during the fiscal year, City shall only receive tax revenues from that property beginning the next fiscal year; and District shall only lose the tax revenues from such property beginning the next fiscal year.

6.4 District shall not annex any property without the prior written consent of City, provided City shall not unreasonably withhold such consent.

7. FIRE STATION MANNING REQUIREMENTS. During the term of this contract the City shall staff each fire station within City and District with at least two firefighters for each shift on a 24-hour basis.

8. AMBULANCE CHARGES. City residents and District patrons will pay the same charges in connection with City's provision of emergency medical services pursuant to this Contract. It is the intention of the parties that the provision of emergency medical services to City residents and District patrons be financially self-supporting and City and District shall cooperate toward that end.

9. MISCELLANEOUS.

9.1 City will furnish to District the information reasonably required to carry out this Contract, including staffing reports.

9.2 The District shall, upon request, be provided the financial administration records, including annual audit and fire department and EMS budget material, at reasonable times for review.

9.3 At least quarterly, the City Manager or his designee will attend a District board meeting and advise as to the status of the budget, projects, service delivery and any other problems or issues addressed by the District to the City.

9.4 If there is a dispute regarding any provisions covered under this Contract, before filing legal action thereon, the parties agree to attempt in good faith to resolve that dispute by

mediation through an independent third party. If the parties are unable to agree upon the mediator, the mediator shall be selected from a list of three to be compiled by the Deschutes County Board of Commissioners. Neither the City nor the District shall participate in preparation of the list. Upon being presented with the three names, the City shall strike one name and shall submit the remaining two names to the District. The District shall then strike one name and the person left shall be the mediator. All costs of mediation shall be borne equally by the parties.

9.5 District shall receive a \$120,000 credit which shall be applied against the amounts owed by District to City pursuant to this contract as follows:

- ▶ \$12,000 of the credit shall be applied each year against amounts owed by District to City pursuant to this contract,
- ▶ if this contract is terminated by District for any reason, the unrecovered portion of the credit shall be cancelled.
- ▶ if this contract is terminated by City for any reason, then the unrecovered portion of the credit shall be applied against amounts owed by the District to City in the year in which termination occurs.

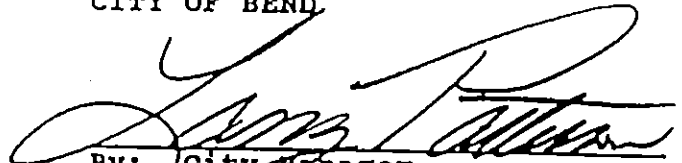
City and District agree that this \$120,000 credit represents the settlement of a disputed matter and this settlement is not an admission by either party about the claims of either party relating to this matter. City and District release each other

from all claims of any kind or nature relating in any way to this \$120,000 matter.

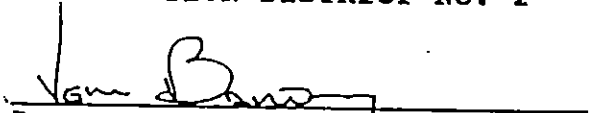
9.6 City and District acknowledge that this contract contains all the terms and conditions of their agreement; and there are no agreements other than those contained in this contract.

DATED this 13th day of February, 1992.

CITY OF BEND


By: City Manager

DESCHUTES COUNTY RURAL FIRE
PROTECTION DISTRICT NO. 2


By: _____

* It is agreed that the following is hereby added to Section 5.1 above:

In computing the foregoing six percent (6%) increase limit for the 1992-93 year, the sum of \$3,070,776.00 shall be used as the previous year's budget net cost.

CITY OF BEND

By: _____
City Manager

DESCHUTES COUNTY RURAL FIRE
PROTECTION DISTRICT NO. 2

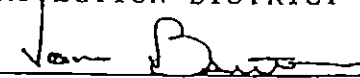
By: 

EXHIBIT A

City of Bend
 Fire Department Tax Rate Analysis per Adopted Budget
 FYE June 30, 1992

Expenditures

Fire department	\$3,546,188
10 % of general and administrative expense	107,488
Surplus/shortfall from prior year	0

Total expenditures	3,653,676

Revenues (excluding direct contracts for fire service)

EMS	570,500
Miscellaneous fire services	12,400

Total revenues	582,900
Net cost to recover for fire protection and emergency medical services	\$3,070,776

Total assessed value of property served by the City \$2,388,535,001

Calculated tax rate per thousand dollars of assessed
 value for fire protection and emergency medical services \$1.2856

Description	Assessed Value	Tax Rate (000)	Cost Allocation
-----	-----	-----	-----
City of Bend	\$1,129,399,541	\$1.2856	\$1,451,956
DCRFPD #2	1,193,293,170	1.2856	1,534,098
DAW	20,431,010	1.2856	26,266
Willamette Industries	16,264,030	1.2856	20,909
Inn of 7th Mountain	15,891,565	1.2856	20,430
SMGA Partnership	8,269,330	1.2856	10,631
Klug/Rainey Partnership	1,454,080	1.2856	1,869
Powroll	374,900	1.2856	482
Kerr	403,450	1.2856	519
Robert Windlinx	137,150	1.2856	176
Ward	539,950	1.2856	694
Burchett	399,895	1.2856	514
R.L. Coats	1,076,590	1.2856	1,384
Daniel	21,915	1.2856	28
Altocchi	171,055	1.2856	220
Shoaf	145,435	1.2856	187
Navarra	85,075	1.2856	109
Benson	176,860	1.2856	227
	-----	-----	-----
	\$2,388,535,001	\$1.2856	\$3,070,699

MODIFICATION TO FIRE PROTECTION CONTRACT

WHEREAS, on February 13, 1992, the City of Bend, hereinafter referred to as the "City," and the Deschutes County Rural Fire Protection District #2, hereinafter referred to as "District," entered into an agreement whereby the City would provide fire protection and emergency medical services to the taxpayers in the District, and

WHEREAS, the parties desire to modify Sections 3 and 5 of the Fire Protection Contract.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto that Section 3 shall be modified as follows:

1. The following sentence shall be added to Section 3.1:

The net cost of providing fire and emergency medical service for the fiscal year 1994-95 is \$3,777,932 and the parties intend that this net cost shall become, in effect, the equivalent of a Fire/EMS "tax base." The Fire/EMS "tax base" will be utilized to determine the tax rate to assess to all parties provided fire protection and emergency medical services by the City that pay according to the tax rate method. Determination of the "tax base," which shall be the contract price for future years, shall be determined as provided below.

2. The existing Section 3.2 is deleted, and a new Section 3.2 shall read:

The City shall establish a Fire/EMS Fund as a special revenue fund, and in accordance with State of Oregon local budget law, Oregon Revised Statutes (ORS) Chapter 294, shall account for all fire and EMS costs, including but not limited to personal services, material and services, capital outlay, debt service, transfers and contingencies, and all resources generated or received by the City's fire department including but not limited to working capital carryover, ambulance charges, fire charges, fire contracts, City property taxes and District payments. The City shall advise the District as to the need for expenditures in excess of adopted appropriations to be funded by transfers from the contingency appropriation and shall obtain the advice of the District prior to any transfer from the contingency appropriation to an expenditure

appropriation.

The amounts budgeted annually to this Fire/EMS Fund shall be utilized to determine the "tax base," and the District's contract price for Fire/EMS services shall be the District's allocated share of this "tax base" as provided in Section 3.1 of the contract dated February 13, 1992. The budget for this Fire/EMS Fund shall be prepared annually by the City, and it is intended by the parties that the Fire/EMS Fund shall reflect the City's actual cost of Fire/EMS operations on a continuing basis as set out above throughout the term of this Contract.

IT IS FURTHER AGREED that the existing Section 4 shall be modified as follows:

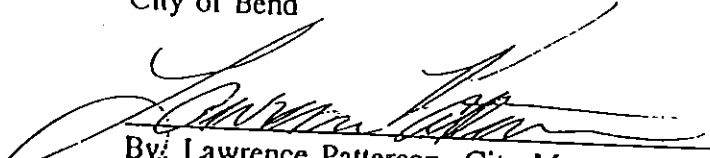
1. The following sentence shall be added to Section 4:

In the event that this contract shall be terminated by any cause, the fund balance, if any, of the Fire/EMS Fund as of the effective date of the termination shall be retained by the City. If a deficit fund balance should occur as of the effective date of the termination the District shall not have any responsibility to the City beyond the contract price as determined by the February 13, 1992 contract as modified.

Except as herein modified, the Fire Protection Contract dated February 13, 1992, will remain in full force and effect.

DATED this 14th day of February, 1996.

City of Bend


By: Lawrence Patterson, City Manager

DATED this 14th day of Feb, 1996.

Deschutes Rural Fire Protection District No. 2


By:

Exhibit C

AGREEMENT BETWEEN THE CITY OF BEND, OREGON, AND DESCHUTES COUNTY, OREGON, FOR THE JOINT MANAGEMENT OF THE BEND URBAN AREA

WHEREAS, the City of Bend, Oregon, hereinafter referred to as "City", and Deschutes County, Oregon, hereinafter referred to as "County", are authorized under the provisions of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform; and

WHEREAS, ORS 197.175, 197.190, 197.275, and 197.285 and OAR 660-03-010 require counties and cities to prepare and adopt comprehensive plans consistent with statewide goals, and to enact ordinances or regulations to implement the comprehensive plans; and

WHEREAS, Statewide Planning Goal No. 14 requires that establishment and change of the urban growth boundary shall be a cooperative process between the City and the County that surrounds it; and

WHEREAS, City and County recognize a common concern regarding the accommodation of population growth and utilization of lands adjacent to the City; and

WHEREAS, City and County have adopted and coordinated consistent comprehensive plans which establish an Urban Growth Boundary for the urban area and policies related to urban development and the provision of urban services within the Urban Growth Boundary; and

WHEREAS, City and County recognize that as their comprehensive plans and implementing ordinances are amended from time to time, that they shall remain consistent and coordinated with each other; and

WHEREAS, City and County desire to transfer jurisdiction of County roads within the City; and to establish financial responsibility for capital construction and maintenance of such roads; and

WHEREAS, City and County recognize that it is necessary to cooperate with each other to implement the urbanization policies of their comprehensive plans;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Definitions.

Urban Growth Boundary (UGB). The urban growth boundary line acknowledged by the Land Conservation and Development Commission, which identifies and encompasses urban and urbanizable land. In the acknowledged 1981 Bend General Plan the urban growth boundary was identified as the Initial Urban Growth Boundary (IUGB).

Urban Reserve. Lands outside of the urban growth boundary identified as highest priority for inclusion in the urban growth boundary when additional urbanizable land is needed in accordance with the requirements of Goal 14.

Urbanizable Land. Urbanizable lands are those unincorporated lands between the Bend city limits and the urban growth boundary.

Urban Reserve Boundary (URB). The boundary line which identifies and encompasses the City, UGB and adjacent lands designated as urban reserve.

Urban Facilities and Services. Basic facilities that are primarily planned for by local government but which also may be provided by private enterprise and are essential to the support of development in accordance with the comprehensive plan. Urban facilities and services include police protection, fire protection, sanitary facilities, storm drainage facilities, streets and roads, water facilities, planning, zoning and subdivision control, building safety, health services, recreation facilities and services, energy and communication services and community governmental services (including schools and transportation).

2. Intent of Agreement.

- A. City and County hereby agree to establish a procedure for the implementation of the UGB and URB both of which form an integral part of the City Comprehensive Plan and the County Comprehensive Plan.
- B. The procedures for implementation of the UGB, URB and the BAGP shall be as specified hereinafter in this agreement.
- C. The provisions of this agreement, the BAGP and the implementing ordinances, as amended, shall establish the procedure for review and action on the comprehensive plan amendments, implementing ordinances, land use actions, public improvement projects, and other related matters which pertain to the UGB.
- D. It is hereby recognized that actions relating to the land within the City may affect the joint management of the UGB and actions relating solely to lands within the UGB but outside the corporate limits of the City may impact lands within the City.
- E. All actions as specified by this agreement shall be taken to assure that the City and County Comprehensive Plans remain consistent and coordinated with each other.

- F. It is the intent of City and County to transfer the building inspection and land use responsibilities from County to the City for unincorporated lands within the UGB.
3. The timing and additional details of implementation of Sections 4, 5 and 6 of this agreement are contained in the "Agreement Regarding the Transfer of Building and Land Use Responsibilities within the Bend Urban Growth Boundary" (attached as Exhibit "B").
 4. Comprehensive Plan and Implementing Ordinance Amendments.
 - A. All legislative amendments to the BAGP for the UGB and implementing ordinances, and all legislative amendments to the UGB shall be enacted in accordance with the following procedures:
 1. The City shall be responsible for textual changes in the BAGP or implementing ordinances within the UGB. When the jurisdiction of the textual change falls within the County, notice shall be provided by the City to the County not less than ten (10) days prior to first hearing on the issue by the Bend Urban Area Planning Commission (BUAPC). The County shall forward its comments back to the City prior to the first hearing on the issue. County recommendations shall be included in the City staff report. No response from the County staff to the request shall be presumed to mean no staff comment regarding the proposal. Following their review, the Planning Commission shall recommend to the governing bodies approval, disapproval or modification of the proposed amendments(s).
 2. Upon receipt of the Planning Commission's recommendation, the City Council shall set a date for a City Council public hearing.
 3. The City Council shall adopt the findings of fact, and adopt, adopt with changes, or deny the proposed amendment(s).
 4. Upon adoption by the City Council, the City shall forward the decision to the County. If the City requests the County to make the same changes, the City shall arrange for and provide public notice for a hearing by the Board of County Commissioners (BOCC). Any issues shall be resolved by the governing bodies.
 - B. A quasi-judicial amendment to the BAGP maps or the zoning maps within the UGB shall be enacted in accordance with the following procedures:
 1. The City shall have exclusive jurisdiction for all quasi-judicial plan map amendments and zoning map changes for lands within the City limits. Provided, however, the City shall notify the County of

the proposed changes and afford the County at least 10 days notice prior to the first hearings on proposed changes.

2. The City shall have jurisdiction to process all plan map amendments and zoning map changes in the unincorporated UGB (lands outside the City, but within the UGB). Provided, however, the City shall notify the County of the proposed map changes and afford the County at least 10 days notice prior to the first hearing on a proposed change. The Board of County Commissioners shall only hear plan map amendments and zoning map changes if required by ORS 215.431 and then only after approval by the City Council. All map changes shall be adopted by the Board of County Commissioners.
 3. The City shall set a date for a public hearing on the proposed change in accordance with adopted land use procedures.
 4. The City and County shall have standing to appeal all map amendments of the BAGP and zoning ordinance enacted by the other jurisdiction.
5. Review Process for Other Land Use Actions. The County shall use the following process for review and action on proposed land use actions other than those covered by Section 4 which are being considered within the URB.
- A. County shall retain jurisdiction over land use decisions within the urban reserve, and such decisions shall conform to these adopted policies:
 1. Recognizing that urban reserve areas could ultimately become part of the City, the City's recommendation shall be considered.
 2. The County shall send to the City a notice of pending applications for land use action within the urban reserve. The City shall have not less than ten (10) days to respond from the date of notification. City recommendations shall be included in the county staff report. No response by the City staff to the request shall be presumed to mean no staff comment regarding the proposal.
 3. The City shall have standing to appeal all land use decisions in the urban reserve.
 - B. The City shall retain jurisdiction over land use decisions within the City, and such decisions shall conform to these adopted policies:
 1. Recognizing that land use decisions within the City affect the area outside the City and within the UGB, the County's recommendation shall be considered.

2. The City shall send to the County notice of pending land use actions within the City. The County shall have not less than ten (10) days to respond from the date of notification. County recommendations shall be included in the city staff report. No response by the county staff to the request shall be presumed to mean no staff comment regarding the proposal.
 3. County shall have standing to appeal all land use decisions in the City.
 4. The City may process County Land Use Permits, as specified in this agreement, prior to annexation.
- C. Land use decisions in areas outside the City and within the UGB shall be handled as set forth in article (5) of the Transfer Agreement attached hereto as Exhibit B. The City shall send to the County a notice of pending applications for land use action within the UGB. The County shall have not less than 10 days to respond from the date of notification. County recommendations shall be included in the City staff report. No response by the County staff shall be presumed to mean no staff comment regarding the proposal.
6. Review Process for Other Activities. The City and County shall use the following process for review and action on public improvement projects, and similar programs, projects or proposals which are allowed by State land use laws and which will apply to the UGB, URB and within the City.
- A. The County shall seek a recommendation from the City with regard to the following items which are within, adjacent to, or directly impact the UGB or URB and for which the County has ultimate decision-making capacity:
 1. Capital Improvement Programs.
 2. Functional plan, or amendment thereto, for utilities, drainage, solid waste, transportation, recreation or other similar activity.
 3. Plan, or amendment thereto, for economic or industrial development.
 4. Proposal for formation of, or changes of boundary or functions of, special service districts, as these terms are defined in ORS 198.705 and 198.710, except as provided in ORS 199.410 and 199.512.
 5. Recommendations for designation of an area as a health hazard.

6. Other plans or proposals similar to the above.
 - B. The City shall seek a recommendation from the County with regard to the following items which will affect the UGB, URB and the City, for which the City has ultimate decision-making capacity:
 1. Capital improvement programs.
 2. Functional plans, or amendments thereto, for utilities, drainage, recreation, transportation or other similar activity.
 3. Plans, or amendments thereto, for economic or industrial development.
 4. Proposals for the extension of any utility facility lines or service area.
 5. Other plans or proposals similar to the above.
 - C. The initiating jurisdiction shall allow the responding jurisdiction forty-five (45) days to review and submit recommendations with regard to the items listed in Sections 6 (A) and (B). Additional time may be provided at the request of the responding jurisdiction and with the concurrence of the initiating jurisdiction.
 - D. The initiating jurisdiction shall consider, and shall respond to, as appropriate, the recommendations of the responding jurisdiction in making its decision. No response by the responding jurisdiction to the request shall be presumed to mean no comment on the proposal.
7. Sewer Boundary.
- A. The City and County agree to establish the URB as a sewer boundary.
 - B. City shall provide sewage services to users within the UGB on the same basis as such services are provided to users in the City. The provision of sewage services by City shall be at all times consistent with and in the furtherance of all applicable federal, state and local laws, rules, regulations and policy.
 - C. County shall do the following:
 1. Cooperate with City and the Department of Environmental Quality in the administration of all applicable laws, rules and regulations in the provision of sewage services and effluent disposal within the URB.

2. Not approve the formation of sanitary districts or the like within the URB, except as consistent with the BAGP.
3. Adopt appropriate legislation requiring the installation of sewage collector systems within all new subdivisions as a condition of plat approval.
4. Refer persons proposing new development within the UGB to the City of Bend for information relating to the extension of sewage facilities to the property being developed.
5. Adopt legislation requiring persons receiving land use permits for new construction in the UGB to hook up to sewer facilities as they are extended to serve their properties.

8. Special Provisions.

A. Annexations:

1. City annexation shall occur only within the UGB.
2. Specific annexation decisions shall be in compliance with applicable land use law and be consistent with governing annexation policies of the City of Bend.
3. County and City recognize that the City will be annexing all or part of the urban growth boundary (UGB). Further, this agreement is made expressly to allow the City to annex territory to the City as provided for in ORS 195.205. It is anticipated that all the land within the UGB will eventually be annexed to the City.
4. Upon annexation, jurisdiction of all land use permits for any use within the area annexed shall be deemed automatically transferred from the County to the City.
 - a. Upon annexation, the City shall recognize and have authority to implement and enforce County land use approvals together with all implementing agreements; including, but not limited to: improvement agreements, conditions of approval agreements, bonds and other similar arrangements.
 - b. For land use approvals started prior to, but not completed by, the effective date of this agreement within the UGB and outside the City, implementing agreements shall be signed by the City and the County jointly including all improvement agreements, conditions of approval agreement, and all

bonds or other forms of security shall designate both the City and County as assured agencies.

B. Urban Services:

1. The Sewer and Water Master Plan (1991) ("Master Plan"), as jointly adopted, shall be the controlling guideline for future sewer and water system construction within the URB until more detailed engineering consistent with the Plan's intent is available. City will extend water and sewer outside the UGB only as allowed by state land use law.
 - a. Annexation to the City will be encouraged over the formation or expansion of special districts.
 - b. The County will not approve subdivisions or partitions required by the zoning ordinance to have sewer or water that are not connected to a sewer system and a water system consistent with the master plan.
2. The City, County and affected agencies shall coordinate the expansion and development of all urban facilities and services within the UGB in a manner to promote early annexation of said areas to the City.
 - a. Provisions for urban facilities and services shall be planned in a manner limiting duplication in an effort to provide greater efficiency and economy of operation.
 - b. The City and County shall require urban facilities and services to be available concurrent with or prior to any development within the UGB.

C. Consider legislation establishing systems development charges to be imposed upon all new development in the UGB. County and City systems development charges shall be coordinated, and in compliance with applicable law.

9. Jurisdiction of Roads within the Urban Growth Boundary

- A. Beginning July 1, 1998, the City shall accept jurisdiction for all County roads annexed to the City within the UGB. The City shall assume complete responsibility under the terms of this agreement for the transferred County roads. The City shall annex roads adjacent to property annexed to the City.

- B. The County agrees to enact appropriate legislation transferring to the City jurisdiction under the terms of this agreement, all roads within the City limits prior to July 1, 1998. The City agrees to accept such transfer.
- C. SDC funds unencumbered by the County as of July 1, 1998, shall be transferred to the City for expenditure by the City on eligible capital improvement projects.
- D. Effective March 1, 1998, the City shall receive all SDC's collected within the UGB. The City shall assume responsibility for accounting for, and managing SDC's within the UGB. The City shall be responsible for setting the rates for SDC's within the UGB. Any outstanding SDC credit and reimbursement shall be transferred to the City. The City shall administer any such contract assigned to the City.
- E. The City shall assume maintenance and operational responsibilities for all County roads within the UGB as of July 1, 1998. The County shall beginning with the fiscal year starting July 1, 1998, pay to the City the following sums of money:

Fiscal year starting July 1, 1998	\$900,000
Fiscal year starting July 1, 1999	700,000
Fiscal year starting July 1, 2000	500,000
Fiscal year starting July 1, 2001	500,000
Fiscal year starting July 1, 2002	500,000

These sums shall be payable in 4 equal payments, due at the end of each quarter of the fiscal year. These monies will off-set the cost for the City to maintain county roads within the UGB. In addition, the County will transfer to the City maintenance equipment for these roads as specified in attached Exhibit A, incorporated herein by reference.

- F. Notwithstanding anything to the contrary in Section 14, this Section 9 shall not be terminable, except by mutual agreement of City and County.

10. Public Works Construction Standards.

- A. The County and City shall cooperatively develop development standards for sewer, water, fire flows, roads and drainage systems, in order to assure that an adequate transition may be made from a semi-rural to an urban environment and from County to City jurisdiction.
- B. City shall be responsible for the preparation, adoption and amendment of the public facility plan required by ORS 197.712(2) (e) with the aid and assistance of County. City shall coordinate the preparation of the public facility plan with the County, special districts, state and federal agencies and private providers of public facilities as required of OAR 660-11-015 (2).

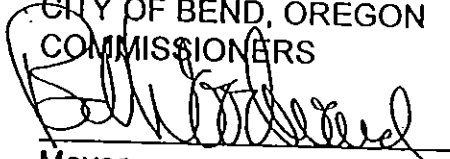
11. Special District Coordination.
- A. When a special district situated in full or in part within the URB has entered into an intergovernmental coordination agreement with the County and the City, it shall be given the opportunity to review and comment on the land use actions and activities as specified in Sections 4 through 6 of this agreement.
 - B. If such an agreement is entered into, the special district shall give the City and County the opportunity to review and comment on the following activities which will apply to the URB.
 - 1. Public works projects to be provided by the district.
 - 2. Plans for establishment, improvement or extension of facilities provided by the district.
 - 3. Capital improvement programs developed by the district.
12. Enforcement. City shall be responsible for the enforcement of all land use ordinances within the City Limits and for permits issued pursuant to this agreement. County shall be responsible for the enforcement of all land use ordinances outside the UGB and within the URB. Enforcement responsibilities for lands outside the City but inside the UGB shall be subject to Article VIII of the Transition Agreement attached hereto as Exhibit A.
13. Indemnification.
- A. To the extent legally possible the City shall indemnify, hold harmless, and defend the County, its officials, agents, and employees from and against any and all claims, damages, losses, and expenses including attorney fees, arising in or from its performance or failure to perform the responsibilities delegated to the City by the County. This indemnity provision shall survive the termination of this agreement.
14. Review, Amendment and Termination.
- A. This Agreement may be reviewed and amended at any time by mutual consent of both parties, after public hearing by the City Commission and Board of County Commissioners.
 - B. This Agreement shall be reviewed, and may be amended, at the time established for review of the BAGP.
 - C. Any modifications in this Agreement shall be consistent with the BAGP and County Comprehensive Plan.

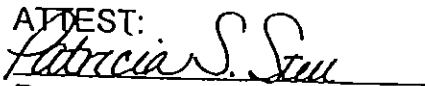
D. This agreement may be terminated by either party under the following procedure:

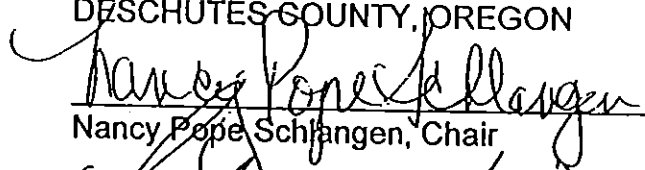
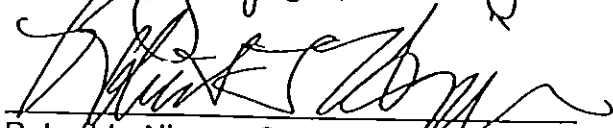
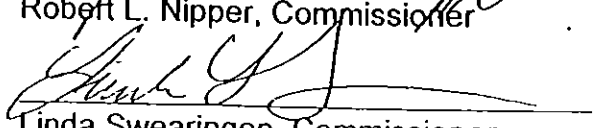
1. A public hearing shall be called by the party considering termination. The party shall give the other party notice of hearing at least forty-five (45) days prior to the scheduled hearing date. The forty-five (45) day period shall be used by both parties to seek resolution of differences.
2. Public notice of the hearing shall be in accordance with applicable state-wide and local goals and statutes.
3. An established date for termination of the Agreement shall be at least one year after the public hearing in order to provide ample time for resolution of differences.

15. This Agreement replaces the management agreement between the City and County dated June 30, 1993 as amended. That agreement is hereby declared to be null and void.

IN WITNESS WHEREOF, this Urban Growth Area Joint Management Agreement is signed and executed this 24th day of February, 1998.

CITY OF BEND, OREGON
COMMISSIONERS

Mayor

ATTEST:

Recorder

BOARD OF COUNTY OF
DESCHUTES COUNTY, OREGON

Nancy Pope Schlangen, Chair

Robert L. Nipper, Commissioner

Linda Swearingen, Commissioner

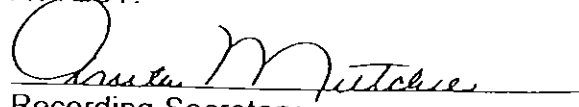
ATTEST:

Recording Secretary

EXHIBIT "A"

EQUIPMENT LIST

QUANTITY	YEAR	DESCRIPTION	MODEL NUMBER	SERIAL NUMBER
One	1987	John Deere Grader with rear ripper	772 BH	515042
Two	1989	International 6 yard Dump Trucks with two way plows and 5 yard insert sanders. *One truck has under body plow with chassis mounted 8 yard sander.	S-2554	IHTZLZ3R5KH665562 IHTZLZ3R5KH665561
One	1978	5 Yard Chassis Mount Ford Sander	F700	F70EVCC9045
One	1984	International Tractor with front sweeper, rear blade and post hole digger	685	CHA009299
One	1990	Bear Cat Crack Seal Machine	250D	1B9BK1616LA173023

Exhibit B to Joint Management Agreement

AGREEMENT REGARDING THE TRANSFER
OF BUILDING AND LAND USE RESPONSIBILITIES
WITHIN THE BEND URBAN GROWTH BOUNDARY

This agreement is entered into pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes. It implements policy guidance provided by the Bend Area General Plan and the Agreement between the City of Bend and Deschutes County for the joint management of the Bend Urban Area for the transfer of building permit and inspection and land use responsibilities. The agreement is between the City of Bend, an Oregon municipal corporation, hereinafter called the "City", and Deschutes County, a political subdivision of the State of Oregon, hereinafter called the "County".

Recitals

WHEREAS, the City and County recognize that it is necessary to cooperate to establish a policy framework for transition of building and land use responsibilities within the Bend Urban Growth Boundary; and

Whereas, the City and County seek to clarify the details of the transfer of building and land use responsibility; and

Whereas, ORS 190.003 et seq. provides for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities of one unit of local government for another; and

Whereas, ORS 190.003 et seq. requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities between the parties;

NOW, THEREFORE, PURSUANT TO THE PROVISIONS OF ORS 190.003 et seq. THE CITY AND COUNTY AGREE AS FOLLOWS:

Article I: Purpose.

- A. To avoid the duplication of governmental effort and public confusion concerning land development processes and standards.
- B. To provide for the orderly transition of building and planning service delivery from the County to the City.
- C. To allow the City to receive land use permits and building permit applications prior to completing annexation of property; and to ensure that permits processed by the City or County remain in force, are lawful and recognized upon annexation.

- D. To assure employees, that may need to be transferred to the City in accordance with ORS 236.605 to 236.650, of orderly transition.
- E. To avoid problems with the provision of services relating to the details of transferred services and the effects of the transfer on current programs and customer service.

Article II: Definitions. As used in this agreement the following words shall mean or incl

- A. Building Regulations. Plan review, inspection and enforcement of the State of Oregon building-related codes for new construction, remodeling and electrical service.
- B. Land Use Regulations. Those regulations, as defined by ORS 197.015(11) applicable to the Urban Growth Boundary. For the purposes of this agreement land use regulations shall include Titles 17, 19, and 22 of the County Code and City of Bend Zoning Ordinance No. NS-1178, Subdivision Ordinance No. NS-1349 and Land Use Procedures Ordinance No. NS-1556.
- C. Urban Growth Boundary (UGB). The urban growth boundary line acknowledged by the Land Conservation and Development Commission, which identifies and encompasses urban and urbanizable land. In the acknowledged 1981 Bend General Plan the urban growth boundary was identified as the Initial Urban Growth Boundary (IUGB).
- D. Urban Reserve. Lands outside of the urban growth boundary identified as highest priority for inclusion in the urban growth boundary when additional urbanizable land is needed in accordance with the requirements of Goal 14.
- E. Urbanizable Land. Urbanizable lands are those unincorporated lands between the Bend city limits and the urban growth boundary.
- F. Urban Reserve Boundary (URB). The boundary line which identifies and encompasses the City, UGB and adjacent lands designated as urban reserve.

Article III. Annexation Policy.

- A. Between March 1, 1998, and June 30, 1998, the City shall continue to annex developed property and undeveloped properties proposing to apply for development approval and will begin annexation of lots in approved subdivisions as of July 1, 1998.

Article IV. Building Services to be Transferred.

A. The County shall beginning July 1, 1998:

1. To the extent allowed by Oregon State Building Codes Division, transfer to the City and it's Building Official the responsibility and authority to administer the building regulations within the urbanizable land of the Bend UGB and to set appropriate fees for building regulations.
2. Assist in any necessary transfer of authority from the State of Oregon Building Codes Division and the State Fire Marshall to the City for the administration of the building regulations within the UGB.
3. Continue to process permits filed before July 1, 1998.

B. The City shall beginning July 1, 1998:

1. Receive approval from the Oregon Building Codes Division for transfer of authority in accordance with Chapter 918 Division 20 of the Oregon Administrative Rules.
2. Administer building regulations and receive all fees required for that service and the proceeds from any fines within the UGB.
3. Set all fees for permits, processing, appeals and enforcement of building regulations.
4. Assume responsibility to enforce all building regulations within the UGB.

Article V: Land Use Authority Transferred.

A. Effective March 1, 1998, the County:

1. Transfers to the City the responsibility and authority to administer land use regulations for all land use permits, limited land use decisions or expedited land divisions requiring City sewer or water agreements on urbanizable land.
2. Shall continue to have authority to process and decide development permits and land use permits, limited land use decisions or expedited land divisions filed before March 1, 1998, and all applications for development permits and land use permits.

limited land use decisions or expedited land divisions which do not have sewer or water agreements required by the City. County shall retain its authority over such pending applications until all appeals have been exhausted and a decision is final.

3. Shall work with City staff in the preparation of City regulations and standards including land use procedures, subdivision regulations, zoning and related implementation regulations, and the proposed new Comprehensive Plan for adoption by the County.
- B. Effective July 1, 1998, the County transfers to the City all of the County's remaining responsibility and authority to administer land use regulations within the UGB, including but not limited to processing and deciding all quasi-judicial applications for land use approvals thereunder. Provided that the County shall continue to have responsibility and authority to process and decide on applications for development and land use approvals filed on or before June 30, 1998, until such time as all appeals are exhausted and a decision is final, and provided further that the County governing body shall make the final decision on land use approvals it is required to consider under ORS 215.431.
- C. Effective March 1, 1998, the City shall:
1. Have the authority to administer and enforce the land use regulations adopted by the County for the urbanizable land for all land use permits, limited land use decisions or expedited land divisions requiring City sewer or water agreements.
 2. Exercise decision-making authority in accordance with procedures adopted by the County for the urbanizable land requiring City sewer or water agreements.
 3. Assume responsibility for issuance of delegated approvals and site inspection duties necessary for the administration of the land use regulations for the urbanizable land.
 4. Set all fees for land use regulations, permits, processing, appeals and enforcement.
 5. Upon annexation, accept jurisdiction of all land use approvals for any use within the area annexed and automatically transfer such approvals from the County to the City.

6. Review County land use regulations and propose changes to the County to make them consistent with City land use regulations for adoption prior to July 1, 1998.
- D. The City shall on July 1, 1998, assume responsibility and authority for administering all land use regulations in the UGB, including but not limited to processing and deciding all quasi-judicial approvals thereunder, in accordance with the delegation set forth in subsection B of this section and the conditions set forth in subsection C of this section.

Article VI: Legislative Amendments.

- A. The City Council shall be responsible for making all legislative decisions prior to review by the Board of County Commissioners. Legislative amendments shall be consistent with the City/County Joint Management Agreement.

Article VII: Addresses, Street Naming and Road Approach Permits (access permits) on County Roads.

- A. The City and the County shall initiate a program to consolidate the addressing, street naming and road approach permit process. Until this program is adopted, the County shall retain responsibility for these functions for the urbanizable land, and the City shall collect County fees for this program.

Article VIII. Code Enforcement.

- A. The City and the County shall initiate a program to cooperate in the transfer of code enforcement for the urbanizable land to the City beginning March 1, 1998.
- B. It is the intent of this agreement to transfer all code enforcement responsibility for Building and Land Use Permits on urbanizable land to the City by July 1, 1998.

Article IX. Employees.

- A. The County shall endeavor to hold open vacant positions so as to reduce the transfer of employees to the City to the greatest extent practical. The County shall transfer no more than three equipment operators. Any transfer of employees required by ORS 236.605 to 236.650 shall occur on July 1, 1998. The City shall inform any new employees of the potential transfer of County employees and the potential for seniority from a transferring employee in accordance with

ORS 236.620. The County shall be responsible for transferring funds for vacations and other financial disbursements as required by ORS 236.605 to 236.650.

Article X. Historic Program.

- A. The City shall support the Historic Preservation Program consistent with the City's population as a percentage of the cost of the program.

Article XI. Northeast and Southwest Neighborhood Refinement Plans.

- A. Two neighborhood refinement plan projects are currently proposed to be completed by the County at a cost of \$110,095. \$59,430 of the cost is covered by State grants. \$30,000 of the County cost is for a consultant to initiate the Northeast neighborhood project.
 - 1. The County will remain committed to the \$30,000 costs for the Northeast project.
 - 2. The City will become a partner in the grants funding these projects and commitments to participate in the projects.
 - 3. The County shall provide staff and non-labor related support for the Northeast project. The City shall reimburse the actual costs to the County, not to exceed \$7,500 for the Northeast project.
 - 4. The City shall assume responsibility for the administration and completion of the Southwest project.

Article XII. Fee Waivers.

- A. Effective March 1, 1998, the mutual fee waiver agreement between the City and the County for land use or building permits shall be void.

Article XIII. Appeals.

- A. Appeals of administrative decisions regarding building regulations shall be made to the Bend Building Code Board of Appeals or its successor. Appeals of the City action shall be to the Oregon Department of Commerce.
- B. Appeals of administrative decisions within the UGB regarding land use regulations shall be in accordance with Title 22 of the County Code. By April 1, 1998, the County shall substitute the City Council for the

Board of County Commissioners as the appeals body under Title 22 of the County Code for decisions appealed from the Hearings Officer.

- C. At the City's discretion, the City may defend administrative or judicial review of its decisions regarding application of building or land use regulations to land within the UGB.

Article XIV. Indemnification.

- A. To the extent legally possible the City shall indemnify, hold harmless, and defend the County, its officials, agents, and employees from and against any and all claims, damages, losses, and expenses including attorney fees, arising in or from its performance or failure to perform the responsibilities delegated to the City by the County. This indemnity provision shall survive the termination of this agreement.

Article XV. Dispute resolution.

- A. City and County planning and building staffs shall attempt to informally resolve any disputes regarding conformance with this agreement or regarding the terms, conditions, or meaning of this agreement. Disputes which are not resolved through this informal process shall be resolved by a joint meeting of the City Council and Board of County Commissioners.

Article XVI. Term.

- A. This agreement shall continue indefinitely unless terminated by either party upon 12 months advanced written notification provided to the other party.

Article XVII. Amendment.

- A. This agreement may be modified in writing by mutual consent of both parties. The parties recognize an obligation on the part of County to extend the application of this agreement to lands included in the future within the UGB and to adopt any future changes in the building regulations or land use regulations made by the City for application to the UGB.

Article XVIII. Severability.


- A. If any article, section, subsection, clause or phrase of this agreement is determined by any court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not

affect the validity of the remaining agreement, which shall continue to be in effect.

Article XIV.


IN WITNESS WHEREOF, THE AUTHORIZED REPRESENTATIVES OF THE CITY AND COUNTY AS PARTIES HERETO HAVE HEREBY AGREED:

CITY OF BEND




Mayor

ATTEST:




Recorder


BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON



Nancy Pope Schlangen, Chair




Robert L. Nipper, Commissioner



Linda L. Swearingen, Commissioner

ATTEST:



Recording Secretary