

ORDINANCE NO. NS - 2316

AN ORDINANCE ADOPTING A STATUTORY DEVELOPMENT AGREEMENT TO GUARANTEE SEWER, WATER, AND TRANSPORTATION INFRASTRUCTURE MITIGATION FOR FUTURE URBAN DEVELOPMENT FOR THE WEST AND SHEVLIN UGB EXPANSION AREAS.

Findings:

- A. This Statutory Development Agreement was initiated following consultation with, and at the request of, the property owners who are parties to the agreement. It was processed in accordance with Bend Development Code (BDC) Section 4.1.1500 *Development Agreements*.
- B. The purpose of this Development Agreement is to provide for the timing, construction, and funding of infrastructure necessary to support urban development in the West and Shevlin UGB expansion areas and to account for the potential impacts of development on specified adjacent exception area lands in Deschutes County (the "Transect"). Given the Master Plan requirements of BCP Chapter 11, the small number of owners, and the collective impacts of the development of the properties on adjacent and area infrastructure, the parties agree that the costs and timing of the required Infrastructure Improvements should be determined and allocated as part of this agreement in a comprehensive, collective, and equitable manner.
- C. The City provided timely and sufficient notice of the public hearing for the Development Agreement in accordance with the Type III application procedures contained in Section 4.1.400 of the Bend Development Code. On September 13, 2018, notice of the October 3, 2018, City Council public hearing was mailed to surrounding owners of record of property within 250 feet of the subject properties, as shown on the most recent property tax assessment roll, and to the Awbrey Butte, Summit West, and Century West Neighborhood Association representatives. Additionally, several Notice of Proposed Development signs were posted along the property frontages, visible from adjacent rights of way for at least 10 days prior to the October 3, 2018 hearing date.
- D. The City Council held a public hearing on October 3, 2018, to accept evidence, receive public testimony and consider the staff recommendation. The City Council finds that the Development Agreement follows the provisions of ORS 94.504 through 94.528, which are specifically addressed within the agreement, and authorizes the City Manager to sign the Agreement in substantially the same form as presented at the first reading.

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


- Section 1. The Development Agreement is adopted as contained in Attachment A and applies to the properties identified on the map depicted in Exhibit A of the Agreement.
- Section 2. In addition to the findings set forth above, the City Council adopts and incorporates the findings in Attachment B.

First Reading: October 3, 2018

Second reading and adoption by roll call vote: October 17, 2018

YES: Sally Russell, Mayor Pro Tem
Bruce Abernethy
Bill Moseley
Nathan Boddie
Justin Livingston
Barb Campbell

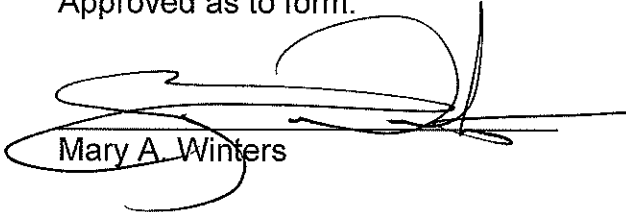
NO: none


Sally Russell, Mayor Pro Tem

Attest:


Robyn Christie, City Recorder

Approved as to form:


Mary A. Winters

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

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Trip Generation Table for Trigger Calculation

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

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

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

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

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

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

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

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

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

4.1.7 Interim Safety Improvements to Existing Skyline Ranch

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

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

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

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

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

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

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

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

5. Effect of Agreement/Vesting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

Jon Skidmore
Assistant City Manager
City of Bend
710 Northwest Wall Street
Bend, Oregon 97701

With copies to: Ian Leitheiser
Assistant City Attorney
City of Bend
710 Northwest Wall Street
Bend, Oregon 97701

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

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

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

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

11.5 Waivers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES TO FOLLOW]

Executed as of the day and year first above written.

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

By:

Eric King, City Manager

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon
My Commission expires: _____

DRAFT

NWX2 LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon
My Commission expires: _____

CCCC LLC, an Oregon limited liability company

By:

Name:

Title:

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ on behalf of CCCC LLC, an Oregon limited liability company.

Notary Public for Oregon

My Commission expires: _____

ERMK LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ on behalf of ERMK LLC, an Oregon limited liability company.

Notary Public for Oregon
My Commission expires: _____

Kyle Coats

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon
My Commission expires: _____

DRAFT

**RIO LOBO INVESTMENTS LLC, an
Oregon limited liability company**

By:

Name:

Title:

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon

My Commission expires: _____

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

By:

Name:

Title:

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon

My Commission expires: _____

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

By: _____

Name: _____

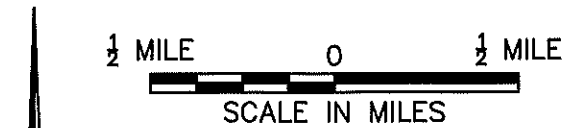
Title: _____

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon
My Commission expires: _____

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

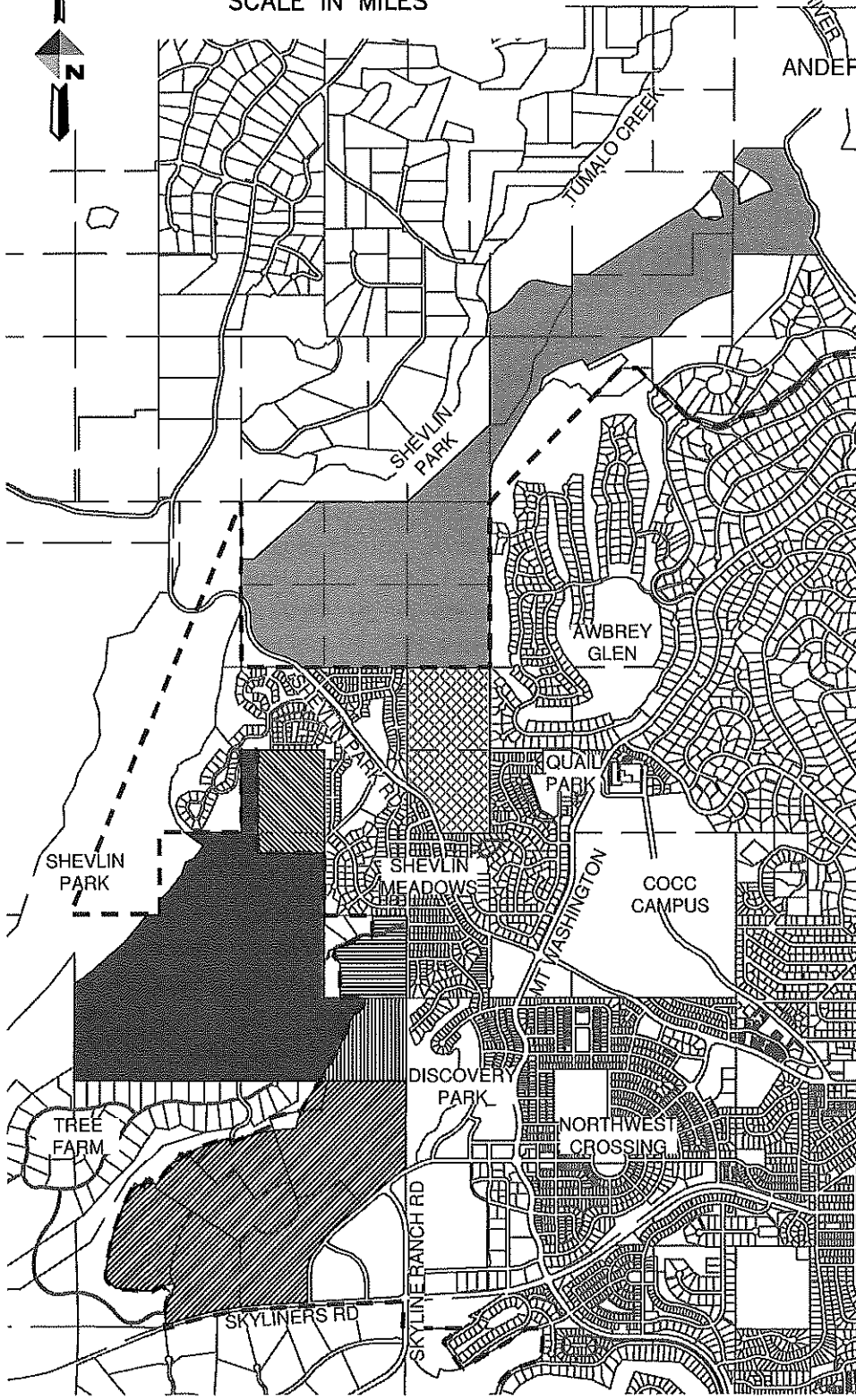


PROPOSED DEVELOPMENT

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

LEGEND

- 2016 EXPANDED UGB



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

OWNERSHIP MAP

PROJECT	14142.01
DATE	06/07/2018
EXHIBIT A	



EXHIBIT B
NWX2 Property
Legal Description

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

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

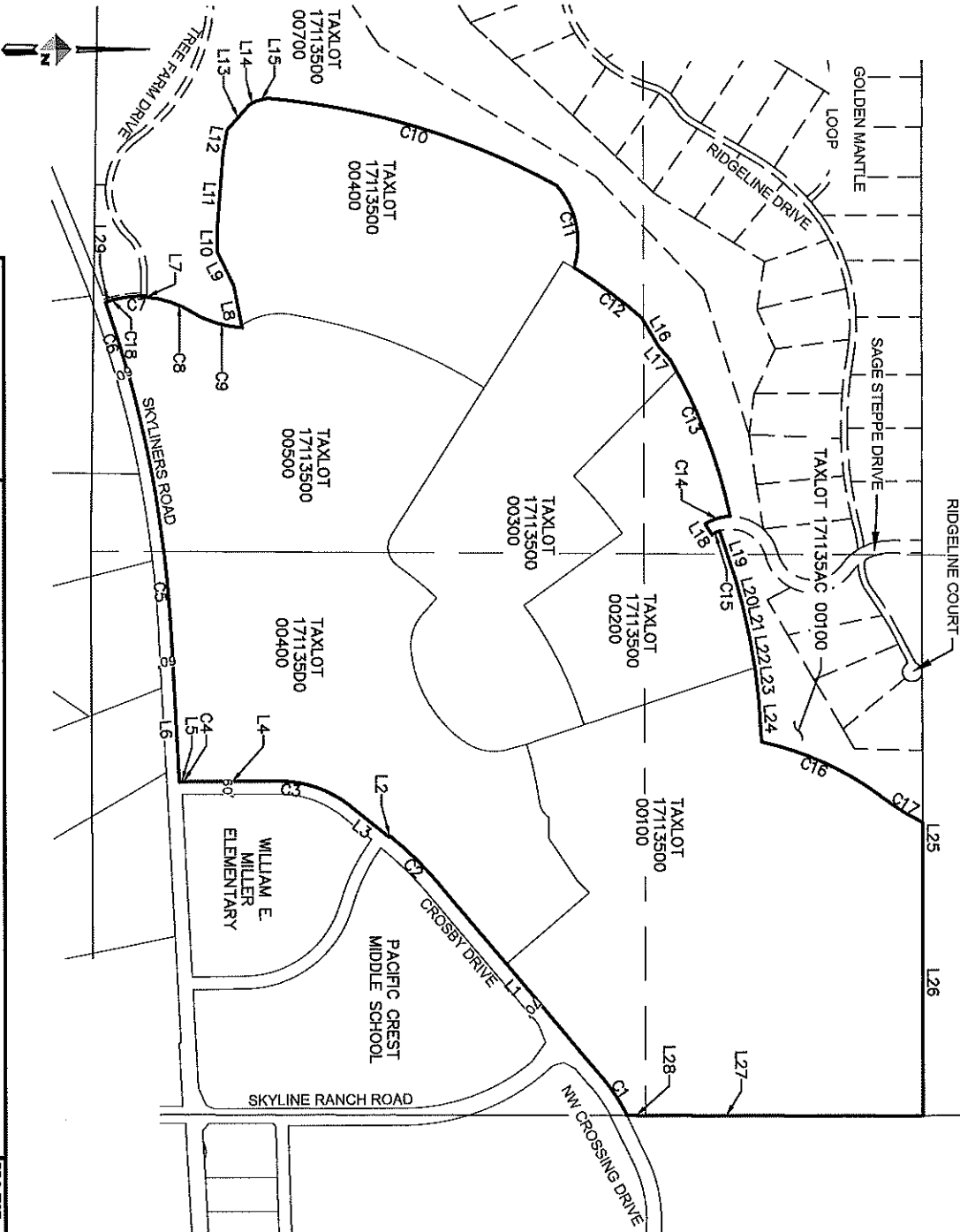
arc distance of 157.70 feet (the chord of which bears N 05° 46' 42" W, 157.28 feet) to a point of non-tangency; thence S 89° 21' 50" E a distance of 4.29 feet to a point of non-tangent curvature; thence along the arc of a 482.17 foot radius curve to the right, through a central angle of 28° 03' 57",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

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

Said parcel contains 246 acres, more or less.

CURVE #	LENGTH
C1	211.84'
C2	324.17'
C3	306.85'
C4	18.52'
C5	302.80'
C6	121.37'
C7	157.70'
C8	234.19'
C9	244.47'
C10	1448.85'
C11	416.81'
C12	401.55'
C13	797.25'
C14	123.64'
C15	42.44'
C16	827.28'
C17	229.78'
C18	201.25'

LINE #	LENGTH
L1	1207.05'
L2	8.03'
L3	238.19'
L4	440.89'
L5	11.84'
L6	696.29'
L7	4.28'
L8	204.00'
L9	175.85'
L10	117.88'
L11	351.88'
L12	111.30'
L13	188.31'
L14	38.81'
L15	55.05'
L16	132.73'
L17	84.77'
L18	60.00'
L19	242.04'
L20	146.07'
L21	148.18'
L22	148.18'
L23	146.23'
L24	181.18'
L25	535.71'
L26	1250.60'
L27	134.17'
L28	88.00'
L29	21.17'



DOWL
WWW.DOWL.COM
943 SW Simpson, #200
Beaverton, Oregon 97005
503-536-4772

NWX2 LLC PROPERTY
PROPOSED ADJUSTED PARCEL

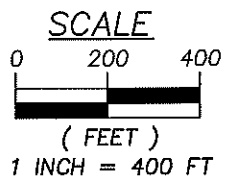
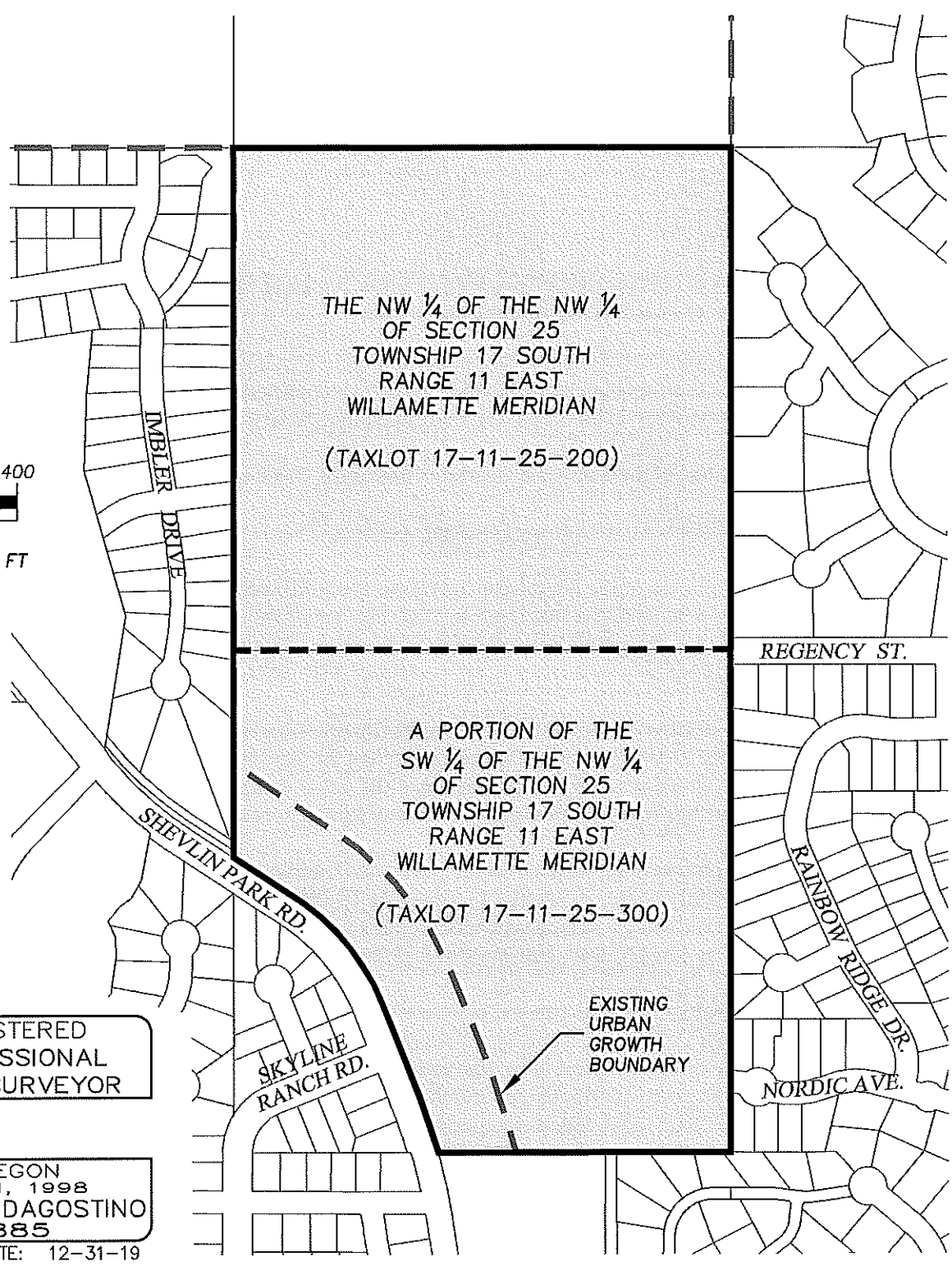
PROJECT	14142-01
DATE	08/21/2018

EXHIBIT B

Exhibit C
Coats/Shevlin– UGB LANDS

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





REGISTERED
PROFESSIONAL
LAND SURVEYOR

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

SHEET: 1 of 1

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

SCALE:
1"=400'

INFRASTRUCTURE DEVELOPMENT AGREEMENT

COATS PROPERTY

EXHIBIT C

BEND OREGON

PROJECT: COAT001 DRAWING FILE NAME: WIG_LEGAL_MAPS.DWG

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

Exhibit D
Coats Transect North

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

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

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

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

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

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

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

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

Commencing at the South quarter corner of said Section 13;

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

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

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

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

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

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

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

South 42°53'00" East 178.57 feet;

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

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

Together with:

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

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

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

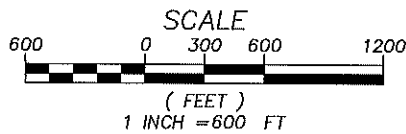
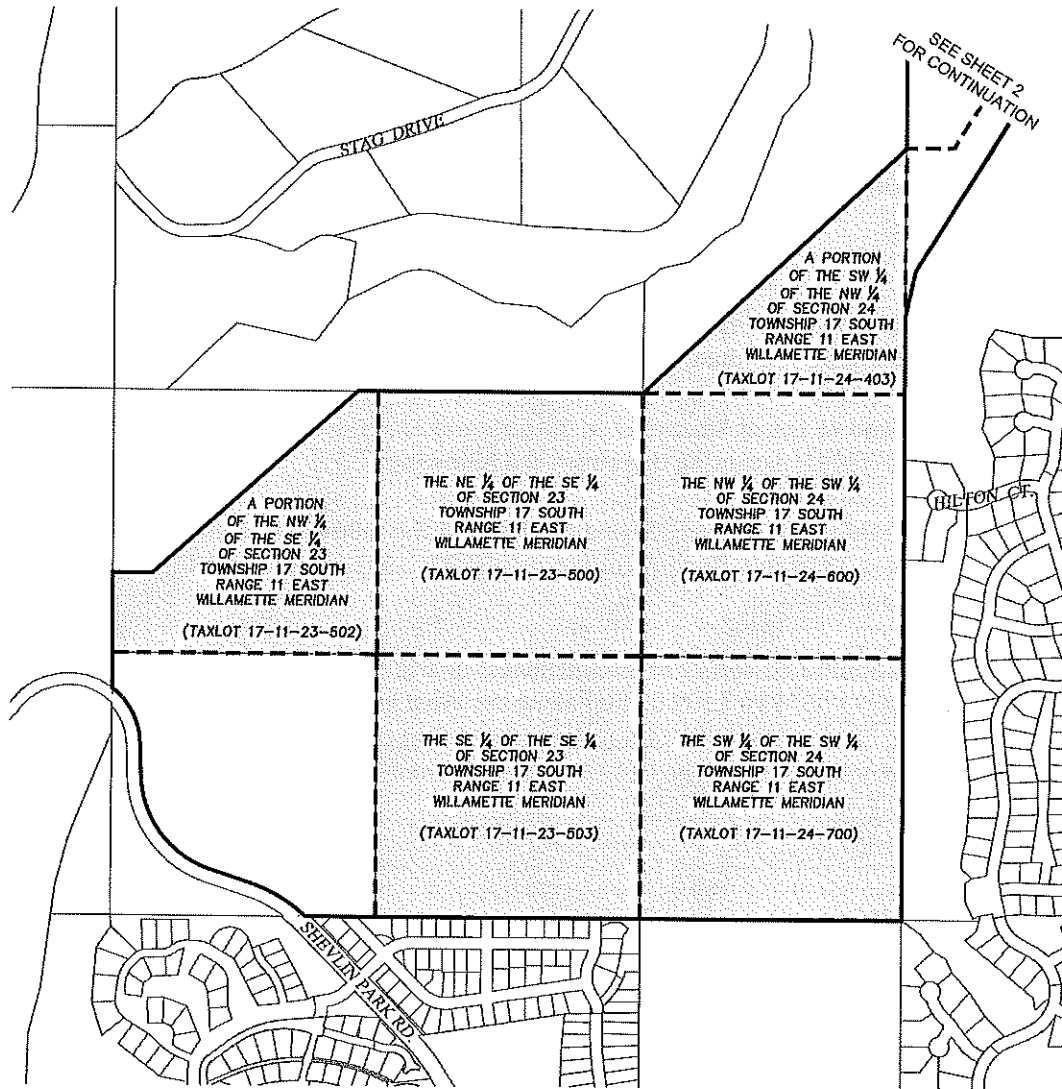
Commencing at the Southwest corner of the Northwest quarter of the Southwest Quarter of said Section 18; Thence North 00°33'05" East 1109.05 feet along the West line of said Northwest Quarter to the **True Point of Beginning**; Thence South 46°11'50" East 108.64 feet to the boundary of said land described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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Keith Dagostino

OREGON
JUNE 1, 1998
KEITH S. DAGOSTINO
2865

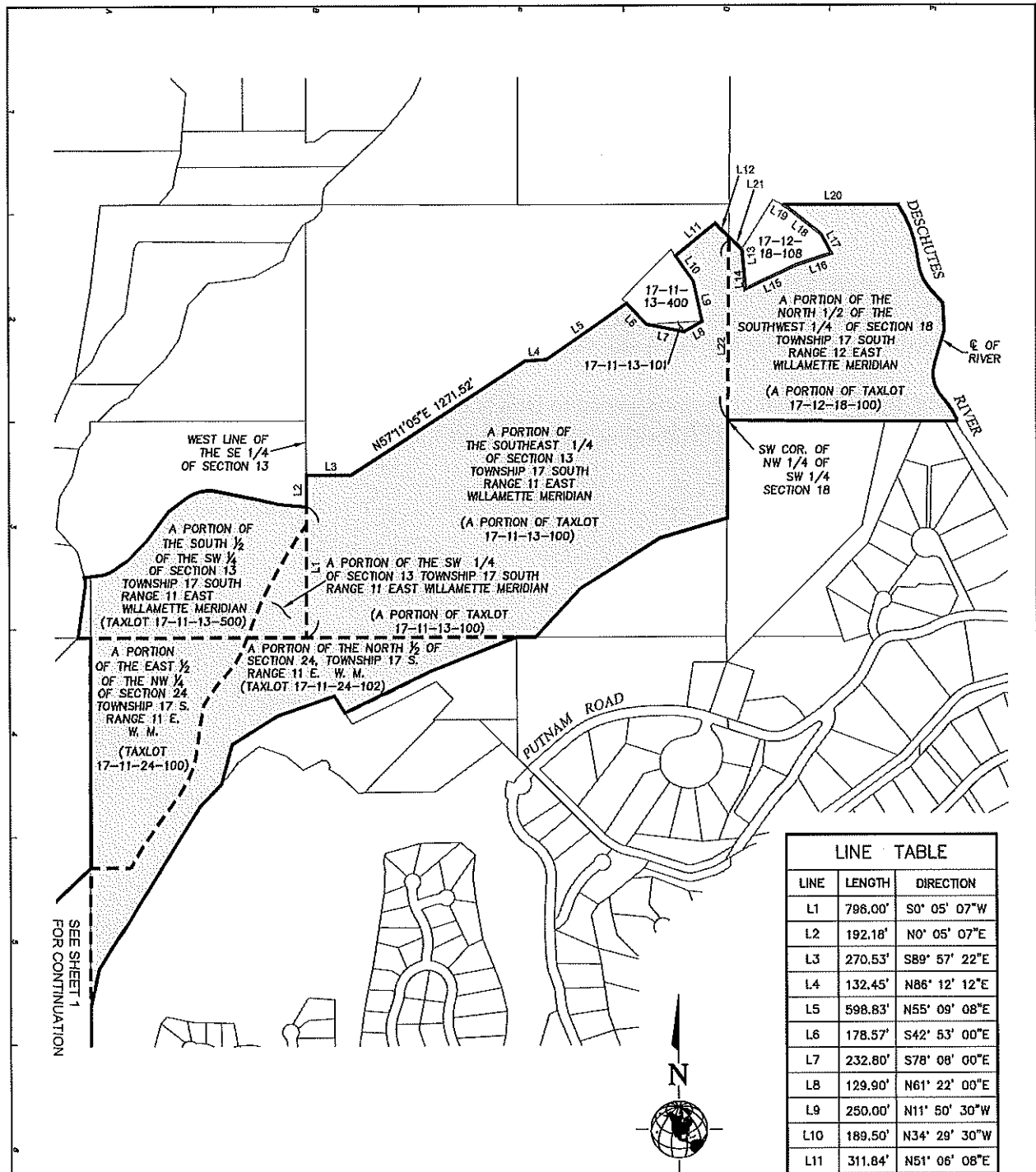
RENEWAL DATE: 12-31-17



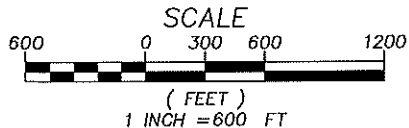
REGISTERED
PROFESSIONAL
LAND SURVEYOR

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

SHEET 1 OF 3	DESIGNED: <u>KSD</u>	INFRASTRUCTURE DEVELOPMENT AGREEMENT		D'Agostino Parker, LLC <small>(A LIMITED LIABILITY COMPANY)</small> 61276 KING JERBOOAM AVE BEND, OR 97702 P. 541-633-1181
	DRAWN BY: <u>CAB</u>	TRANSECT NORTH		
	LAST EDIT: <u>7/23/18</u>	EXHIBIT D		
	PLOT DATE: <u>7/23/18</u>	DESCHUTES_CO	OREGON	
	SCALE: 1"=600'	PROJECT: COAT001	DRAWING FILE NAME: WG Legal Maps.dwg	



SEE SHEET 1 FOR CONTINUATION



REGISTERED PROFESSIONAL LAND SURVEYOR

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

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	788.00'	S0° 05' 07"W
L2	192.18'	N0° 05' 07"E
L3	270.53'	S89° 57' 22"E
L4	132.45'	N86° 12' 12"E
L5	598.83'	N55° 09' 08"E
L6	178.57'	S42° 53' 00"E
L7	232.80'	S78° 08' 00"E
L8	129.90'	N61° 22' 00"E
L9	250.00'	N11° 50' 30"W
L10	189.50'	N34° 29' 30"W
L11	311.84'	N51° 06' 08"E
L12	121.3'	S46° 11' 50"E
L13	127.00'	N4° 41' 20"W
L14	114.00'	N3° 56' 40"W
L15	340.30'	S85° 14' 00"W
L16	231.00'	S72° 28' 20"W
L17	135.00'	S28° 45' 00"E
L18	261.40'	S51° 00' 00"E
L19	36.10'	S61° 24' 20"E
L20	705±	S89° 52' 13"E
L21	108.64'	S46° 11' 50"E
L22	1109.05'	N00° 33' 05"E

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

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

D'Agostino Parker, LLC
5128 KING JERBOAM AVE
BEND, OR 97702
P: 541-635-4134

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

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

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

Administrative School District No. One, Deschutes County

Shevlin Property



Exhibit E



EXHIBIT "F"

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

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

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

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

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

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

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

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

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

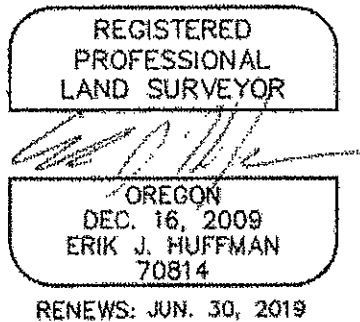
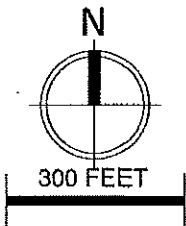
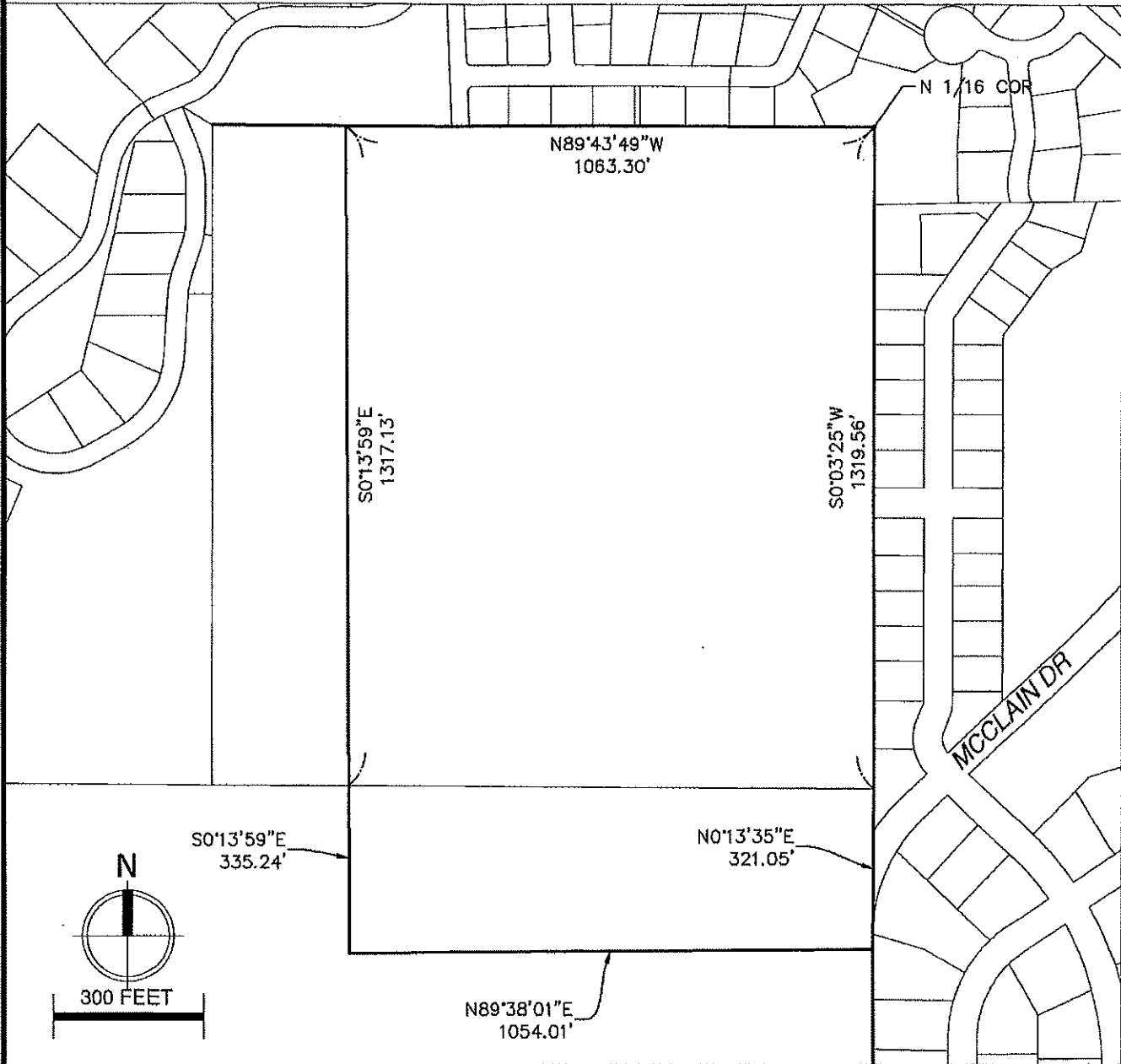


EXHIBIT F

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



BECON
 CIVIL ENGINEERING & LAND SURVEYING

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

FOR: RIO LOBO, LLC

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 DEC. 16, 2009
 ERIK J. HUFFMAN
 70814

DATE: 08/10/2018

SCALE: 1" = 300'

DRAWN BY: JLB

PROJ: 13861

RENEWS: JUN. 30, 2017

EXHIBIT G

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

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID SECTION 35, SOUTH $00^{\circ}14'12''$ 1314.08 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTIONS 35 AND 36;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, NORTH $89^{\circ}57'40''$ WEST 1324.60 FEET, TO THE NORTHEAST 1/16 CORNER OF SAID SECTION 35;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, NORTH $89^{\circ}57'40''$ WEST 63.60 FEET;

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

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1035.00 FEET, AN ARC LENGTH OF 170.80 FEET, A TOTAL ANGLE OF $09^{\circ}27'19''$, AND A CHORD WHICH BEARS NORTH $27^{\circ}53'48''$ EAST 170.61 FEET;

THENCE NORTH $32^{\circ}37'28''$ EAST 188.92 FEET;

THENCE NORTH $29^{\circ}34'46''$ EAST 297.75 FEET;

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

THENCE NORTH $21^{\circ}39'13''$ EAST 345.16 FEET;

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 335.00.00 FEET, AN ARC LENGTH OF 148.09 FEET, A TOTAL ANGLE OF $25^{\circ}19'39''$, AND A CHORD WHICH BEARS NORTH $34^{\circ}19'03''$ EAST 146.88 FEET;

THENCE NORTH $46^{\circ}58'52''$ EAST 111.97 FEET;

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

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

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

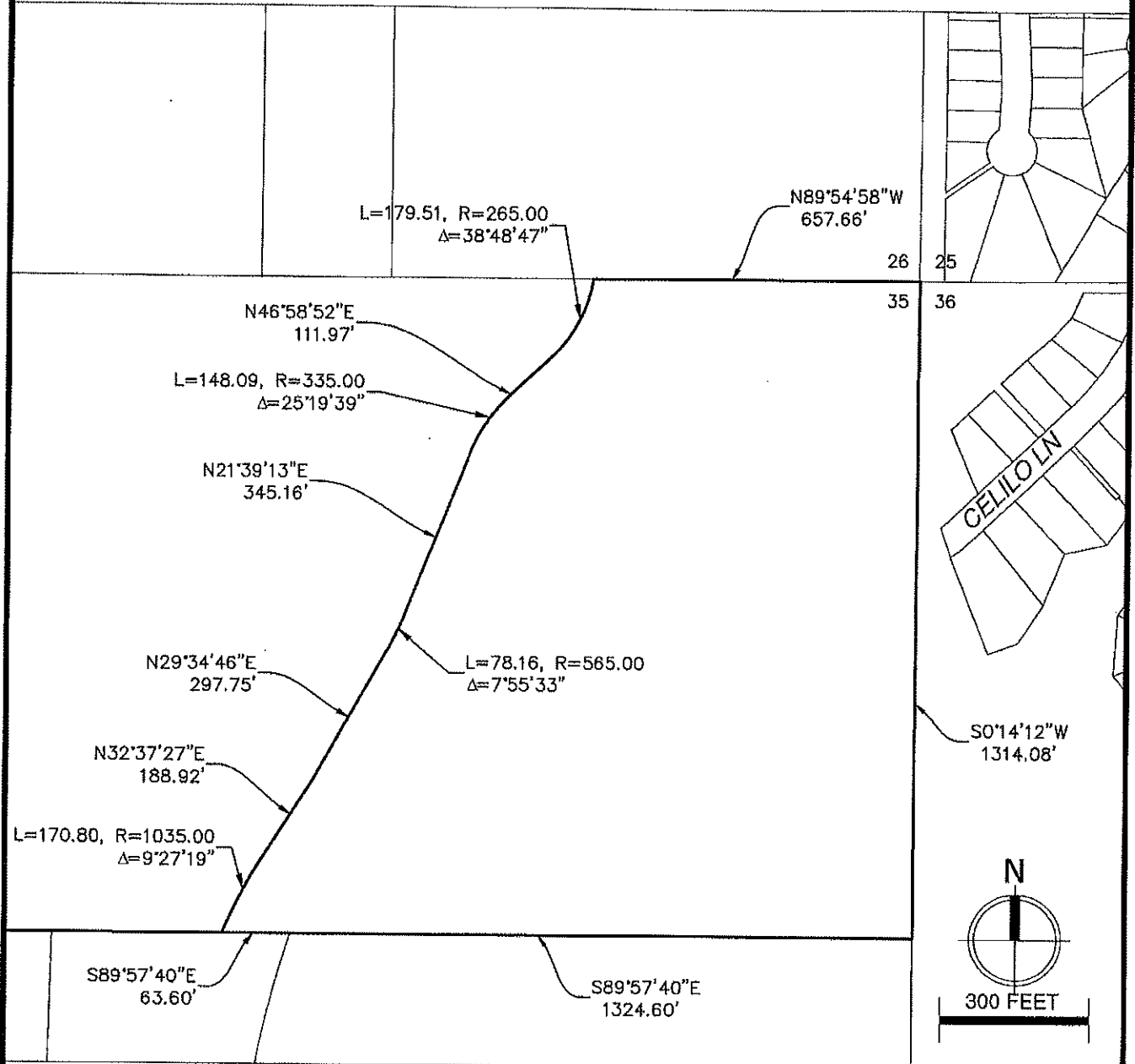


OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEWS: JUN. 30, 2019

EXHIBIT G

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



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

FOR: RIO LOBO, LLC

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 DEC. 16, 2009
 ERIK J. HUFFMAN
 70814

DATE: 08/10/2018

SCALE: 1" = 300'

DRAWN BY: JLB

PROJ: 13861

RENEWS: JUN. 30, 2017

EXHIBIT H

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

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

EXCEPTING THEREFROM;

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

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

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

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

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

ALSO EXCEPTING THEREFROM;

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35;

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

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

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

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

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

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

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

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

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

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

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

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

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

TOGETHER WITH;

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

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

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

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

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

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

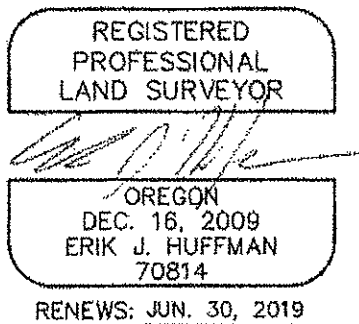
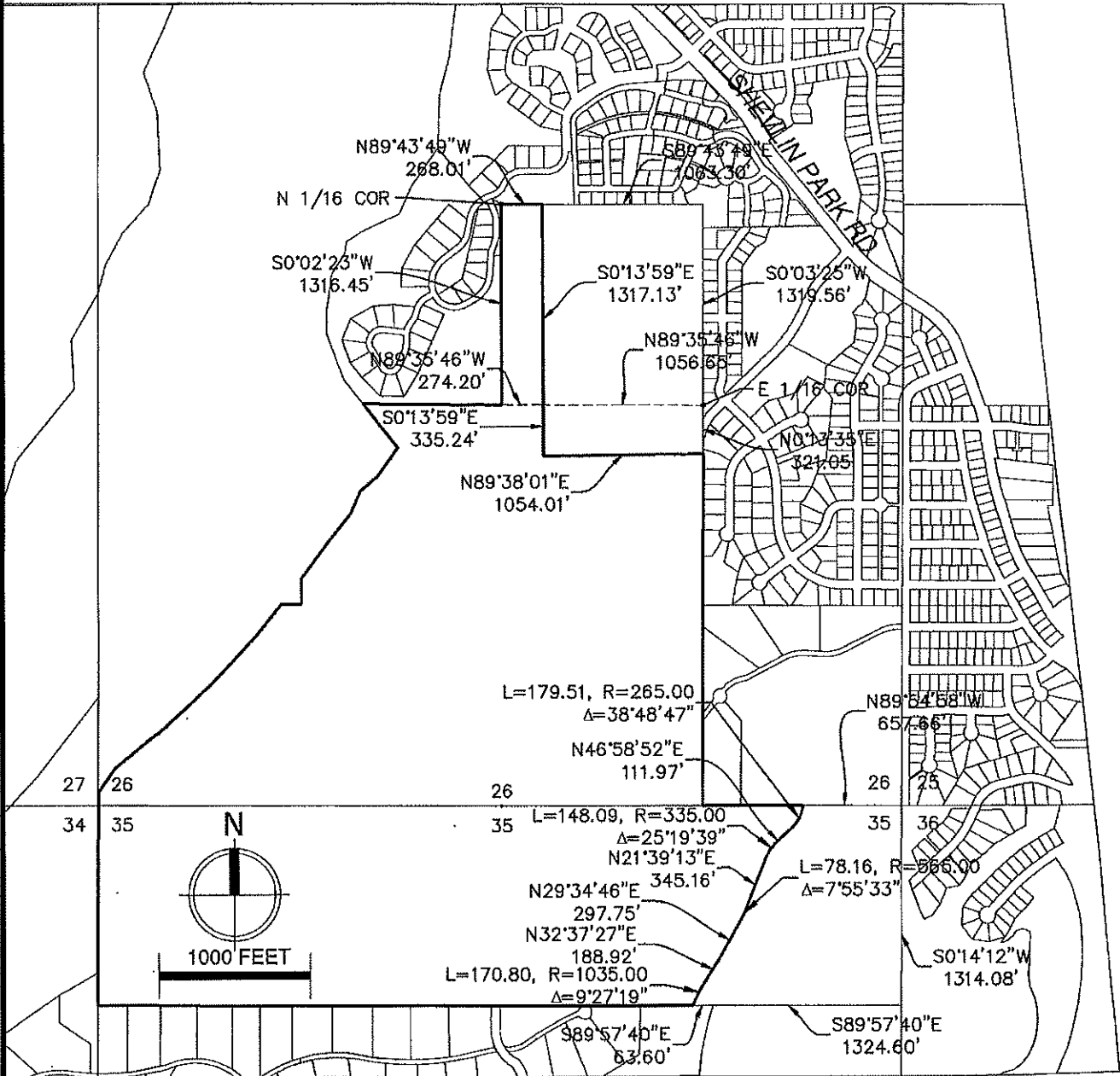


EXHIBIT H

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



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

FOR: RIO LOBO, LLC

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 DEC. 16, 2009
 ERIK J. HUFFMAN
 70814

DATE: 08/10/2018

SCALE: 1" = 1000'

DRAWN BY: JLB

PROJ: 13861

RENEWS: JUN. 30, 2017

LEGAL DESCRIPTION

EXHIBIT I

DSW-02

May 25, 2018

Page 1 OF 1

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

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

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

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

Containing 28.06 acres more or less.

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

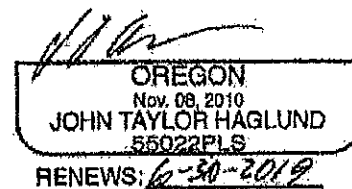
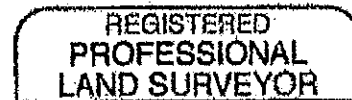
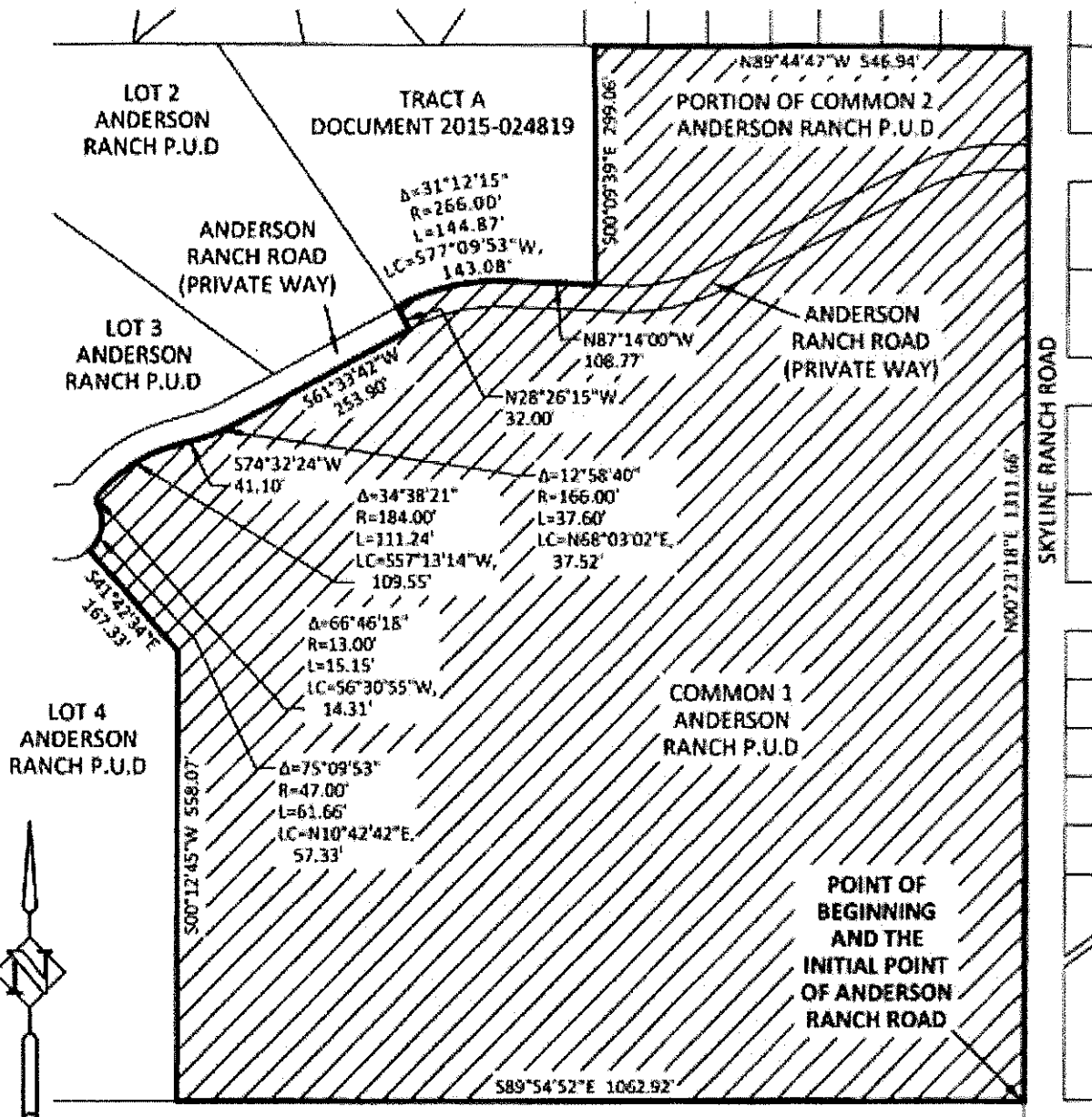
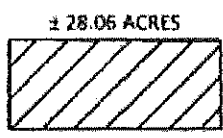


EXHIBIT I



SCALE
1" = 200'



SEE ATTACHED
LEGAL DESCRIPTION

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John Taylor Haglund
OREGON
NOVEMBER 11, 2010
JOHN TAYLOR HAGLUND
55022

RENEWS: 6-30-2019



Harper
Houf Peterson
Righellis Inc.

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

250 NW Franklin Ave., Suite 404, Bend, OR 97703
phone: 541.318.1161 www.hhpr.com fax: 541.318.1141
DSW-02 JTH 05/25/2018 PAGE 1 OF 1

EXHIBIT J

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



**COMMUNITY
DEVELOPMENT**

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

Existing Conditions:

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

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

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

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

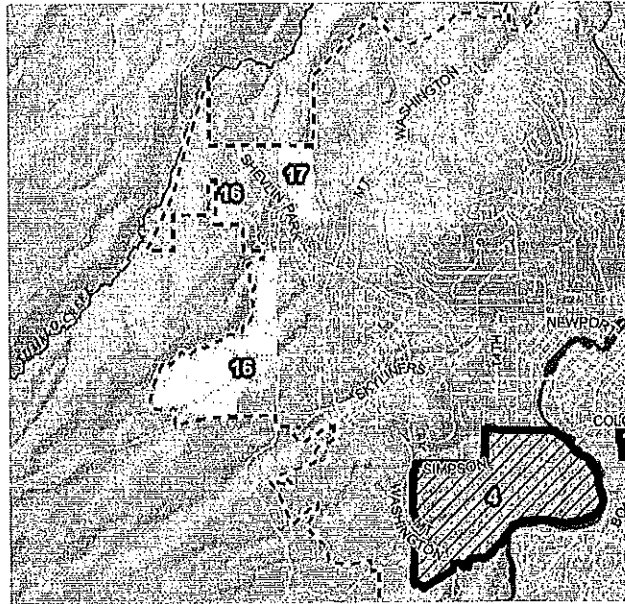


Figure A: Bend UGB map 2016
 #16 area – West Expansion area
 #17 – Shevlin Expansion area

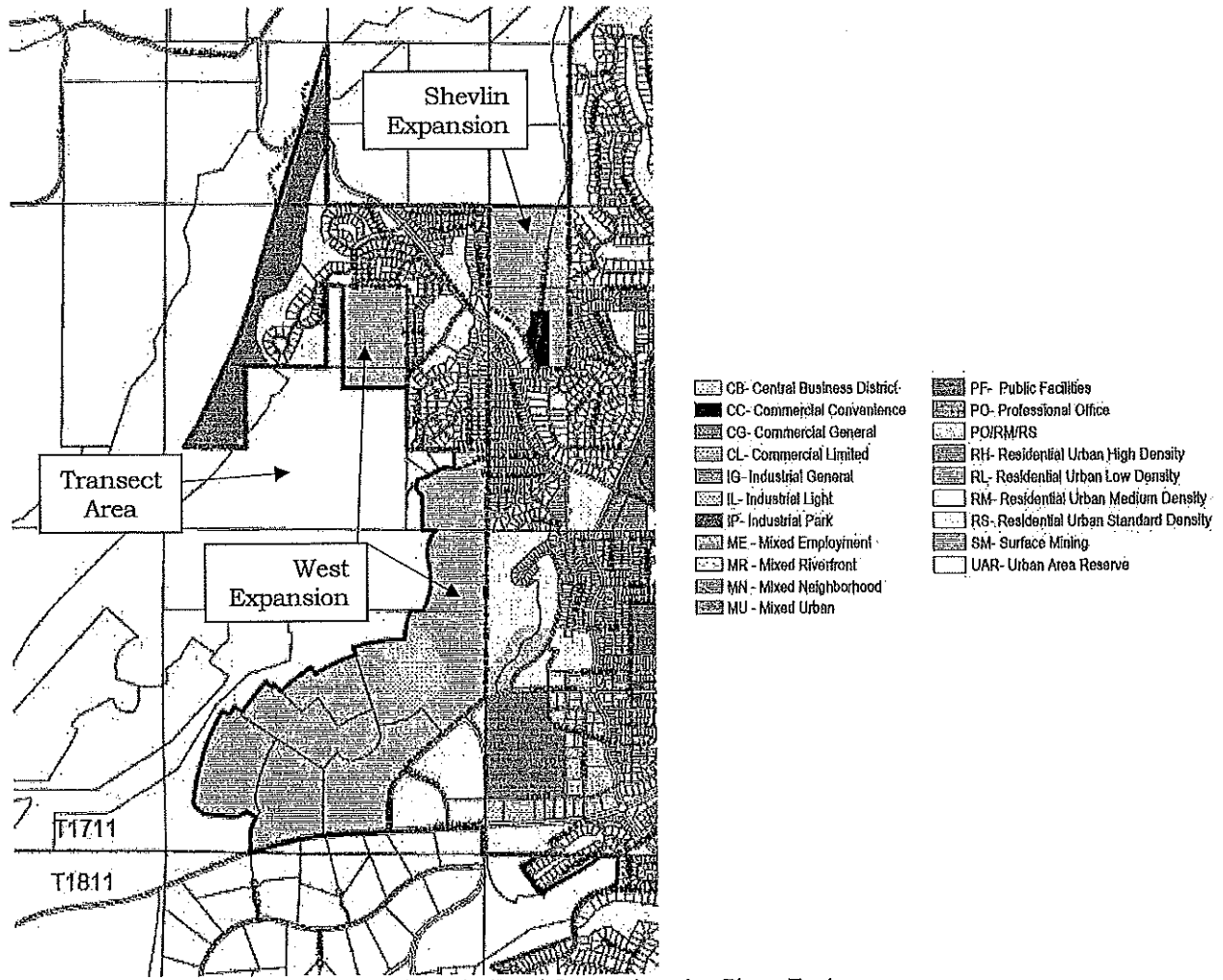


Figure B: Bend Comprehensive Plan - Zoning

Proposed Development:

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

West Area

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

Maximum requirements for each area:

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

Shevlin Area (Coats)

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

Transect lands (Coats & Rio Lobo)

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

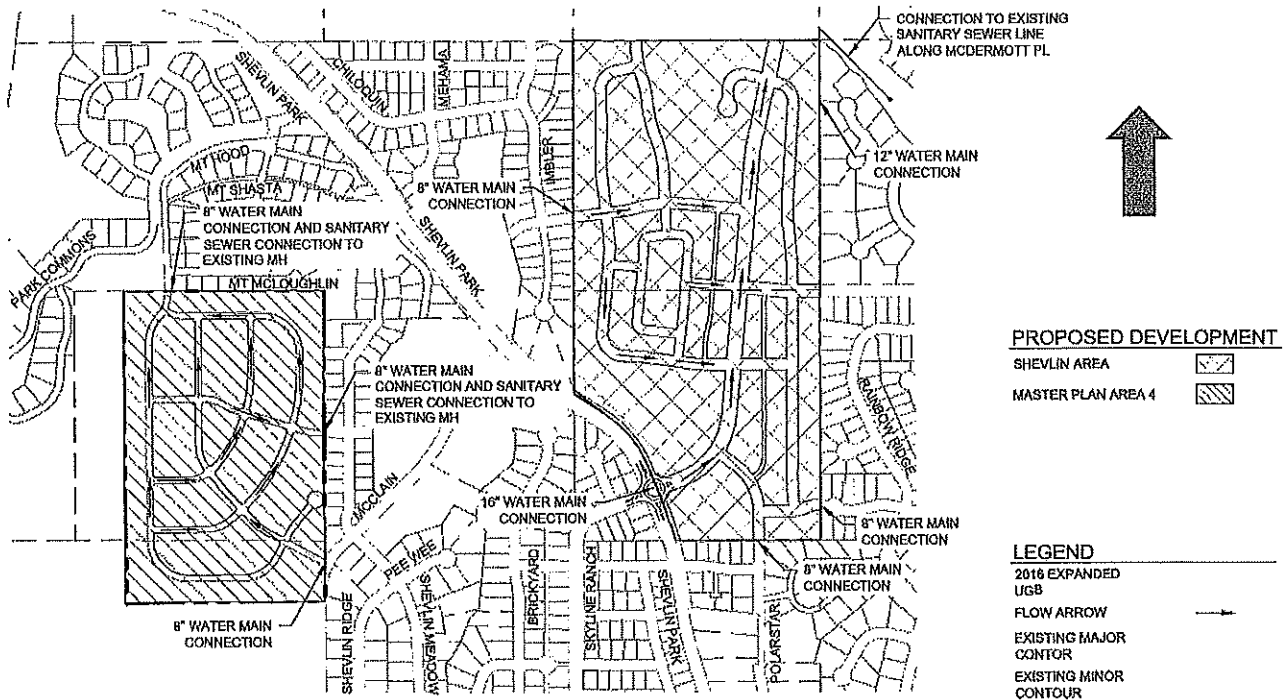


Figure D: Masterplan area 4 and Shevlin Area

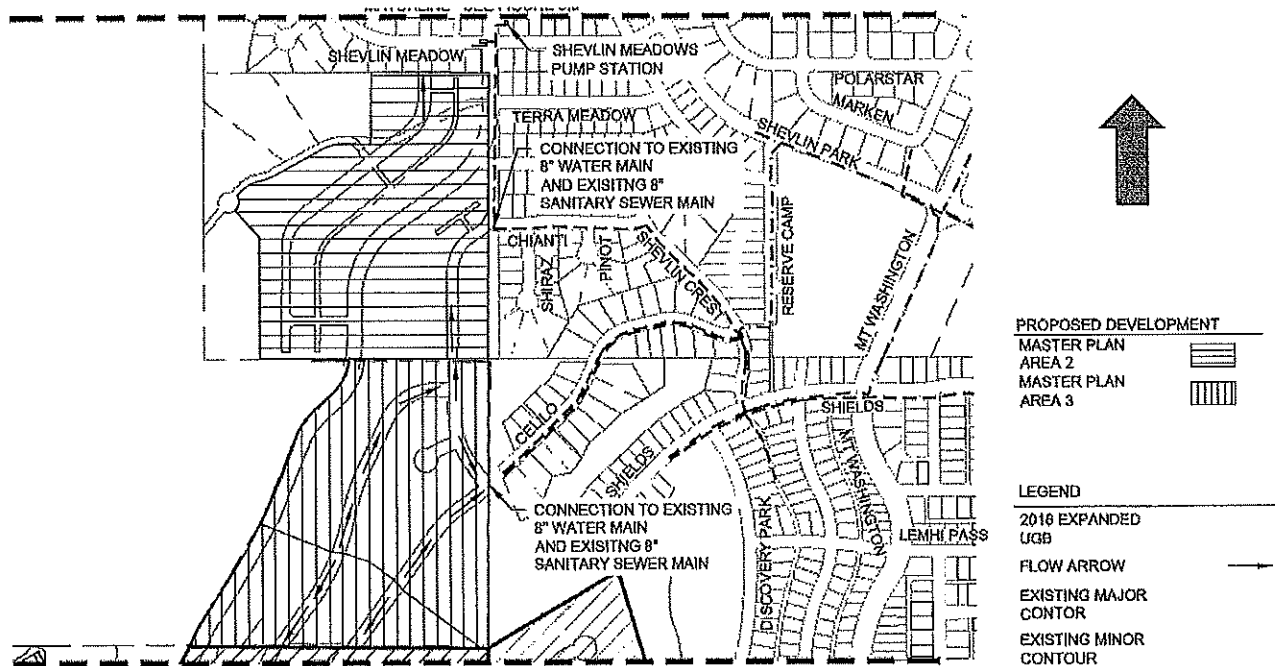


Figure E: Masterplan area 2 and 3

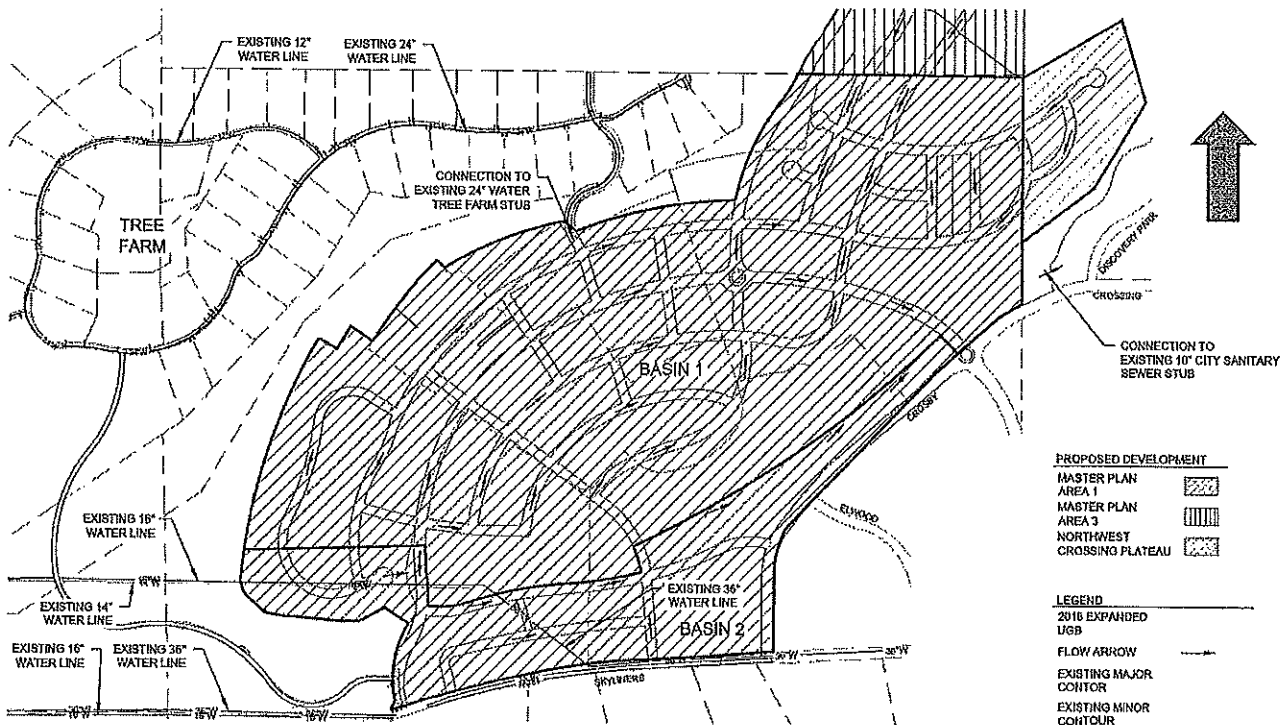


Figure F: Masterplan area 1 and 3

Transportation Impact Analysis (TIA) Required: Yes No

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

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

Study intersections included:

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

These intersection analysis is based on the ITE trip rates:

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

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

Table A: Anticipated ITE Trips from WIG developments

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

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

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

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

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

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

Facility Upgrade Requirements: Anticipated Mitigation

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

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

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

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

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

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

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

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

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

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

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

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


Intersection	Current Condition	Proposed Improvement	Cost	Proportionate Share	Total
--------------	-------------------	----------------------	------	---------------------	-------

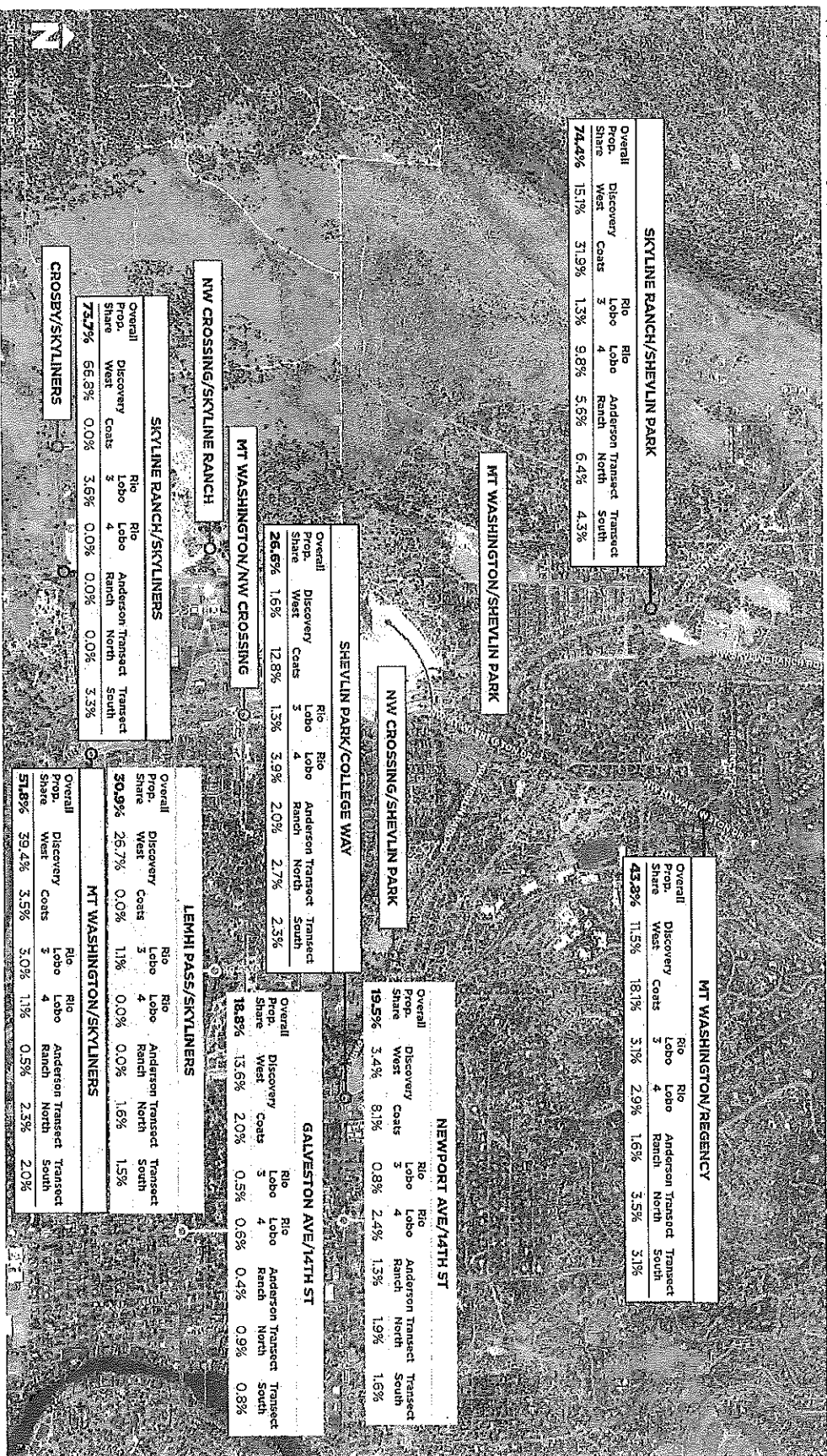
Newport/14 th	Single Lane Roundabout	Roundabout Improvements	\$960,000	19.5%	\$ 187,200
Mt Washington/Regency	Unsignalized Intersection	Signalized Intersection	\$ 300,000	43.8%	\$ 131,400
Skyliners/Lehmi Pass	Unsignalized Intersection	Signalized Intersection	\$ 300,000	30.9%	\$ 92,700
Galveston/14 th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

Duration of Approval:

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

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

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



SKYLINE RANCH/SHEVLIN PARK

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
74.4%	15.1%	31.9%	1.3%	9.8%	5.6%
				6.4%	4.3%

MT WASHINGTON/REGENCY

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
43.8%	11.5%	18.1%	3.1%	2.9%	1.6%
				3.5%	3.1%

NW CROSSING/SHEVLIN PARK

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
26.6%	1.6%	12.8%	1.3%	3.9%	2.0%
				2.7%	2.3%

NEWPORT AVE/14TH ST

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
19.5%	3.4%	8.1%	0.8%	2.4%	1.3%
				1.9%	1.6%

MT WASHINGTON/NW CROSSING

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
26.6%	1.6%	12.8%	1.3%	3.9%	2.0%
				2.7%	2.3%

GALVESTON AVE/14TH ST

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
18.8%	13.6%	2.0%	0.5%	0.6%	0.4%
				0.9%	0.8%

NW CROSSING/SKYLINE RANCH

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
73.7%	66.8%	0.0%	3.6%	0.0%	0.0%
				0.0%	3.5%

LEMHI PASS/SKIYLINERS

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
50.9%	26.7%	0.0%	11%	0.0%	0.0%
				1.6%	1.5%

CROSBY/SKIYLINERS

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
51.8%	39.4%	3.5%	3.0%	1.1%	0.5%
				2.3%	2.0%

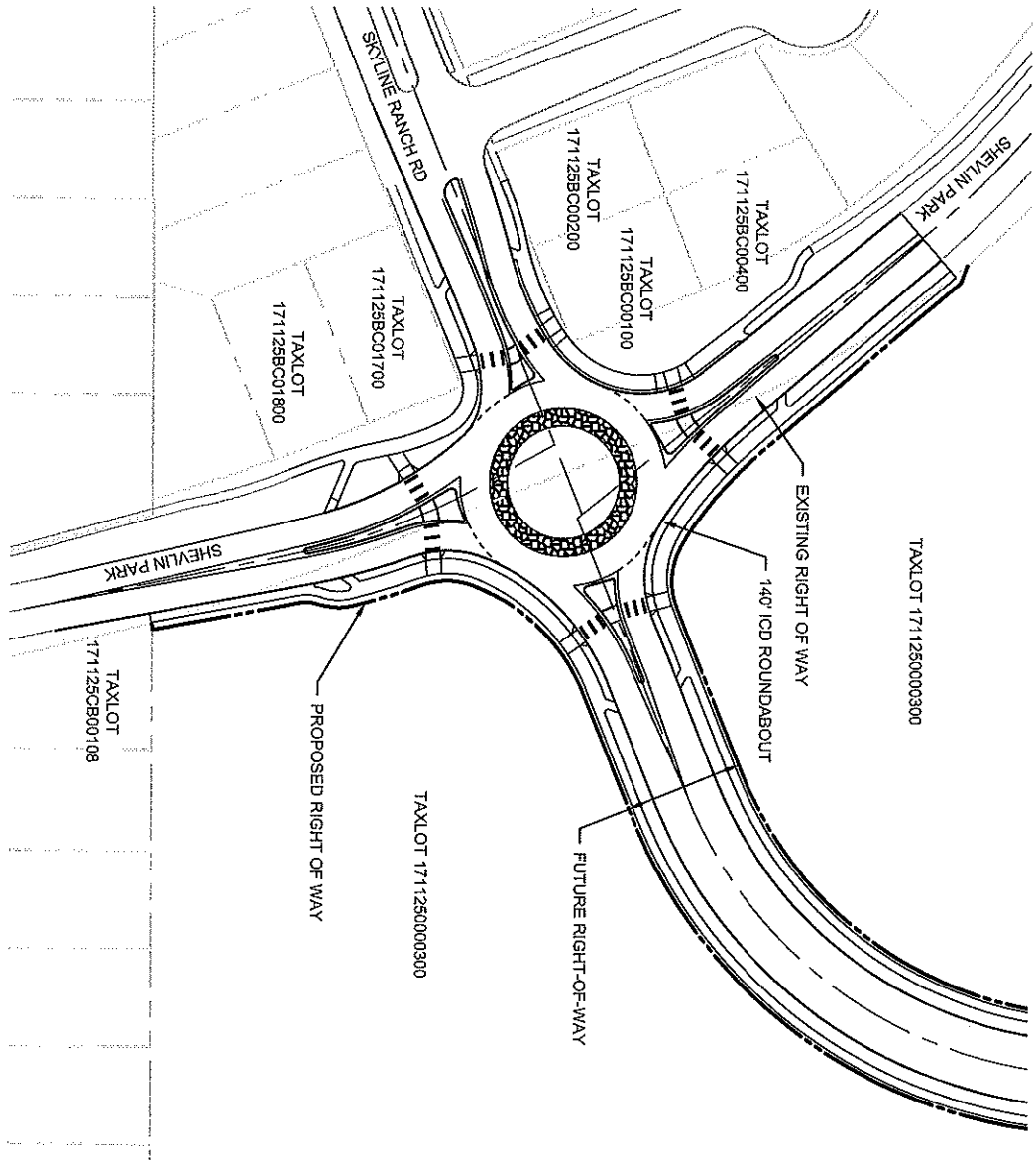
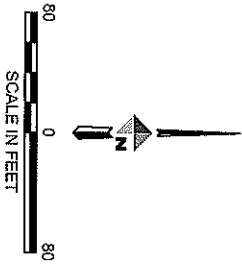
MT WASHINGTON/SKIYLINERS

Overall Prop. Share	Discovery Coats	Rio Lobo	Rio Lobo Ranch	Anderson Transect North	Transect South
51.8%	39.4%	3.5%	3.0%	1.1%	0.5%
				2.3%	2.0%

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



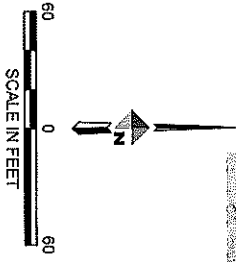
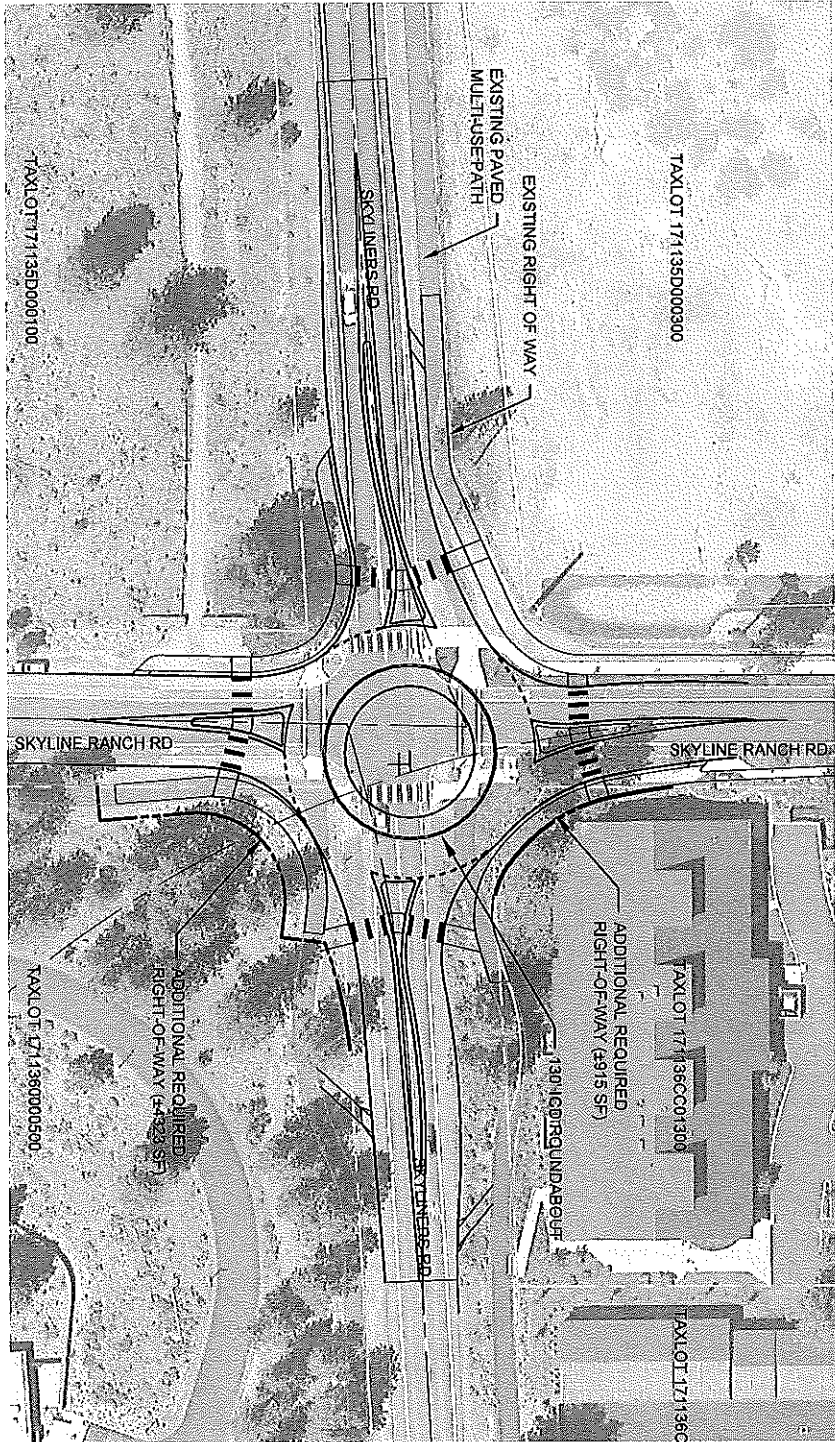
WESTSIDE TRANSPORTATION STUDY
DRAFT 2040 Transportation Proportionate Share



DOWL
 943 SW Simpson, #200
 Bend, Oregon 97712
 541-386-4772

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

PROJECT	14142-01
DATE	6/07/2018
EXHIBIT L	

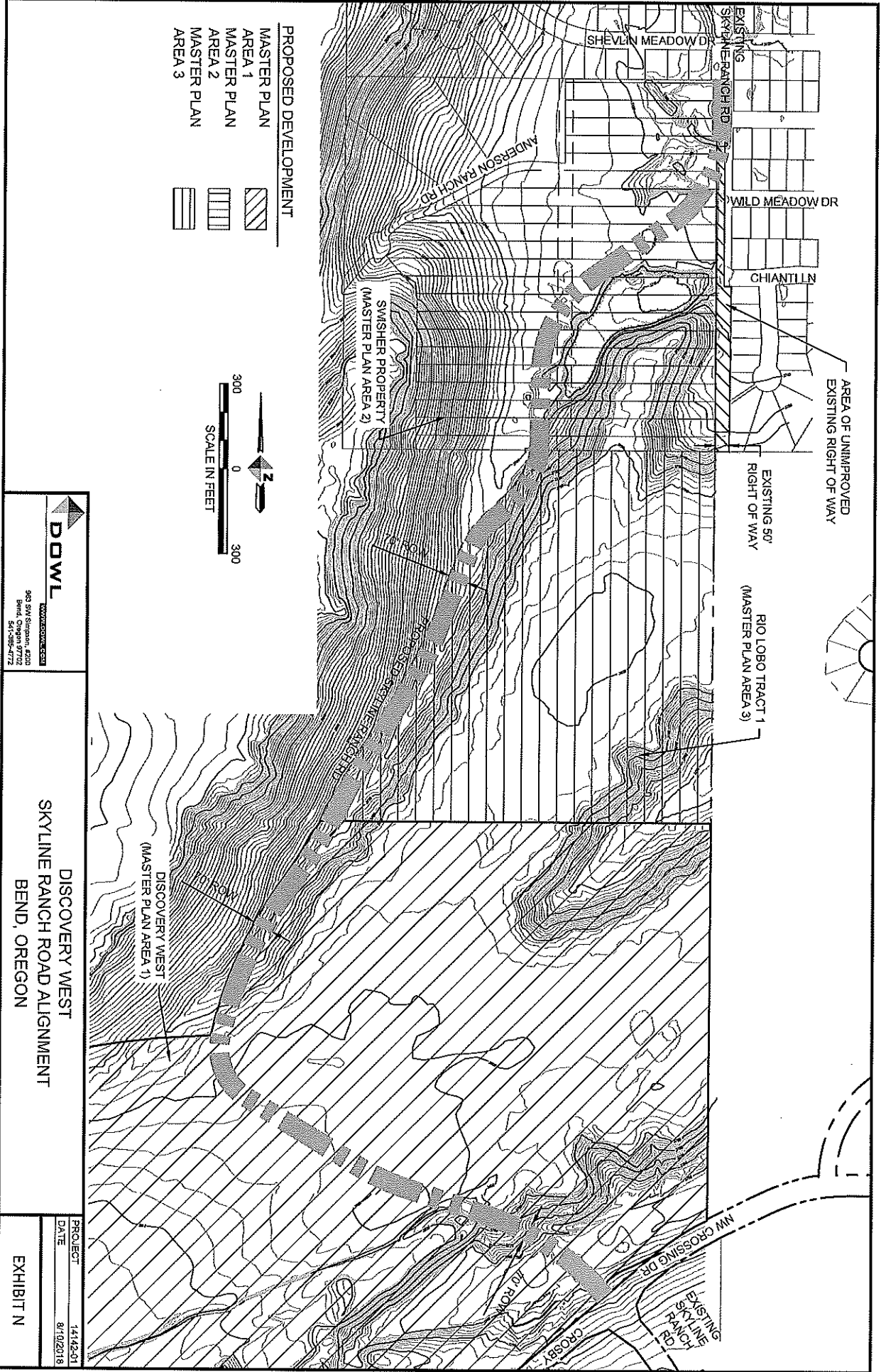


DOWL
 865 SW Corporate Park
 Suite 541
 541-584-4772

DISCOVERY WEST
SKYLINE RANCH AT SKYLINERS ROUNDABOUT PLAN
BEND, OREGON

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

PROJECT	14142-01
DATE	07-25-2018
EXHIBIT M	



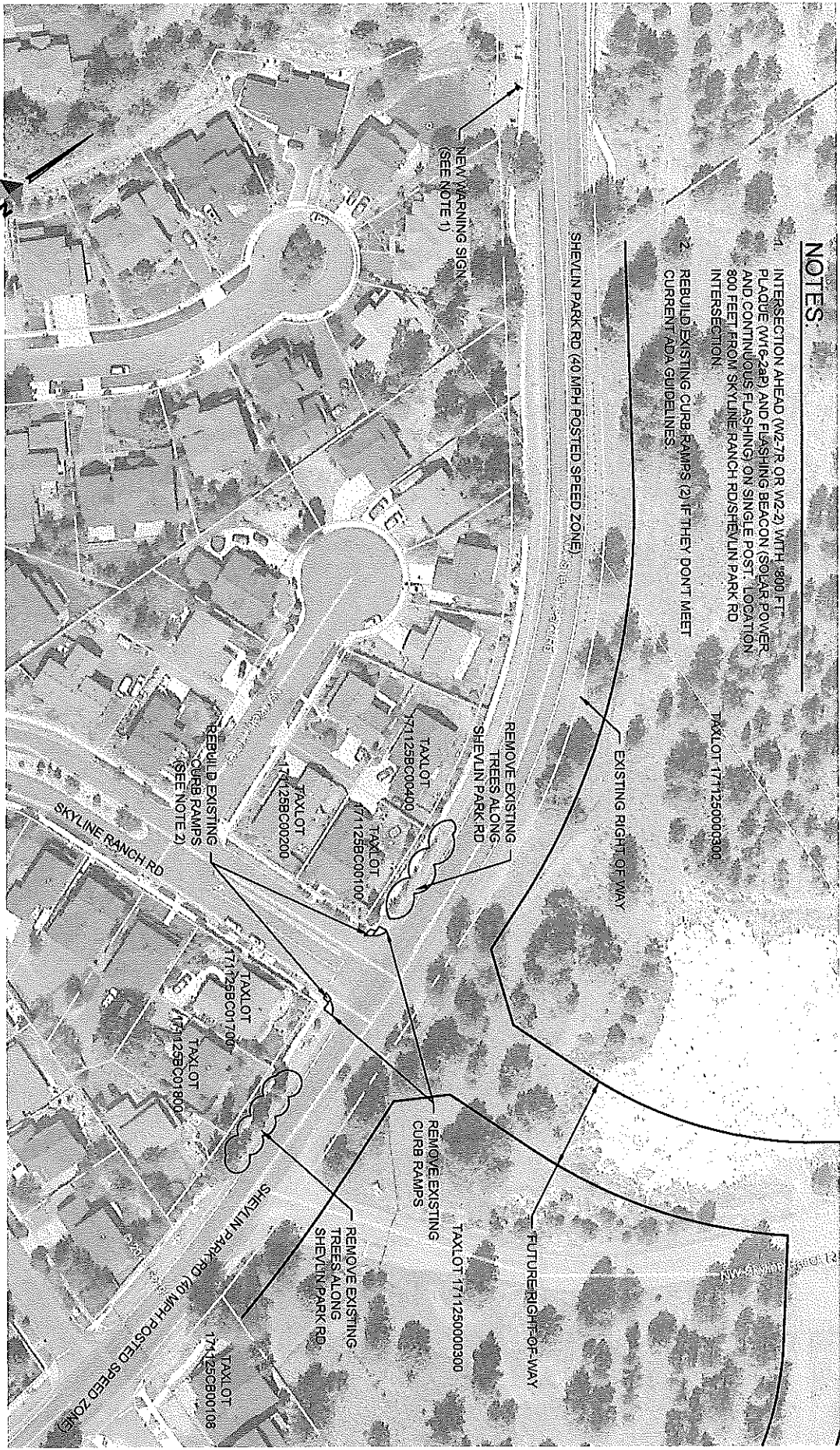
DOWL
 983 SW Simpson, 4320
 Bend, Oregon 97702
 541-398-4772

DISCOVERY WEST
 SKYLINE RANCH ROAD ALIGNMENT
 BEND, OREGON

PROJECT	14142-01
DATE	8/10/2018
EXHIBIT N	

NOTES:

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



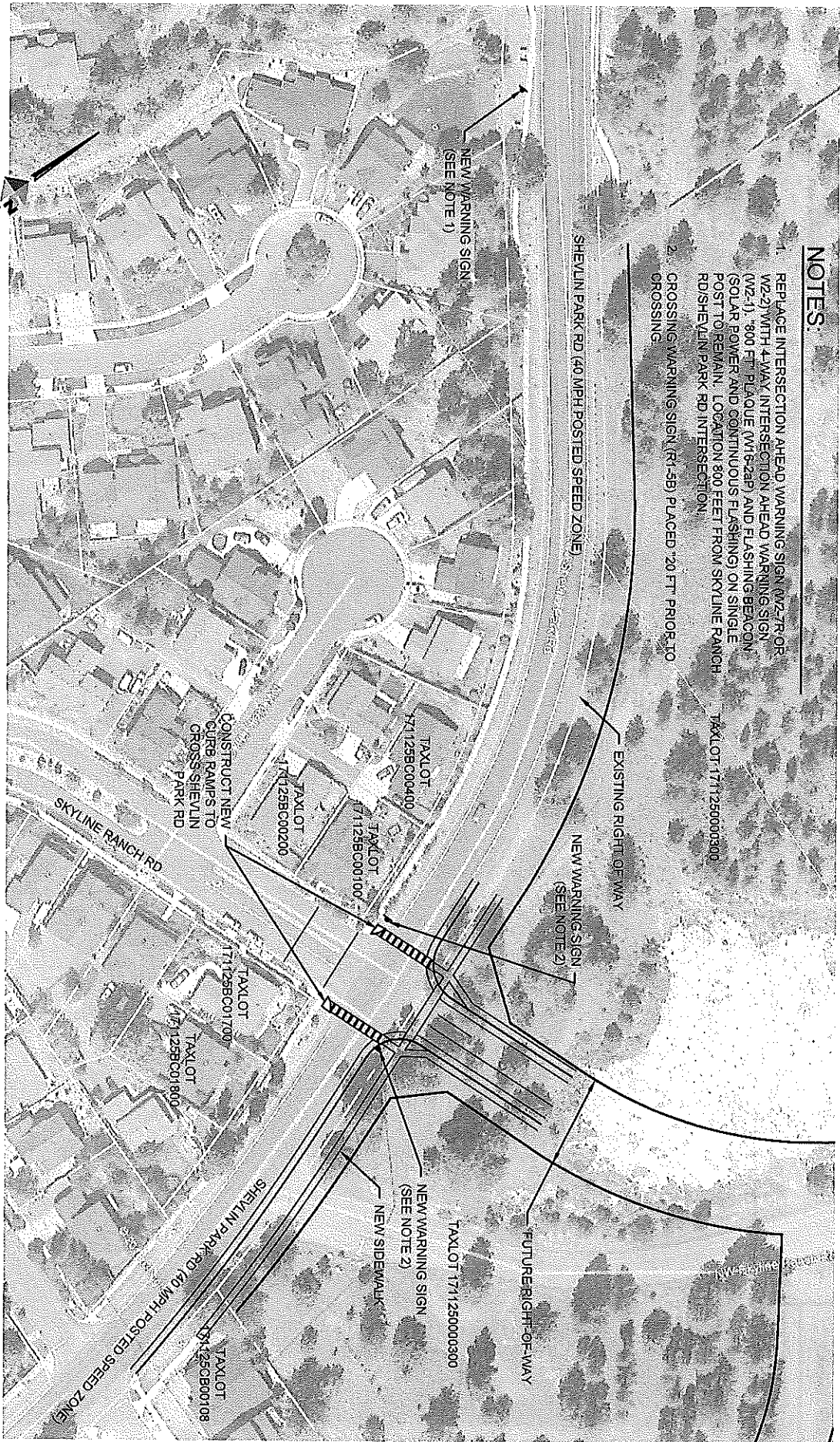
DOWL
 CONSULTANTS
 925 SW Sherman Ave
 Bend, OR 97702
 541-325-4772

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

PROJECT	14142-01
DATE	7/18/2018
EXHIBIT O-1	

NOTES

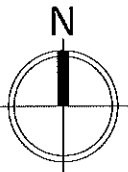
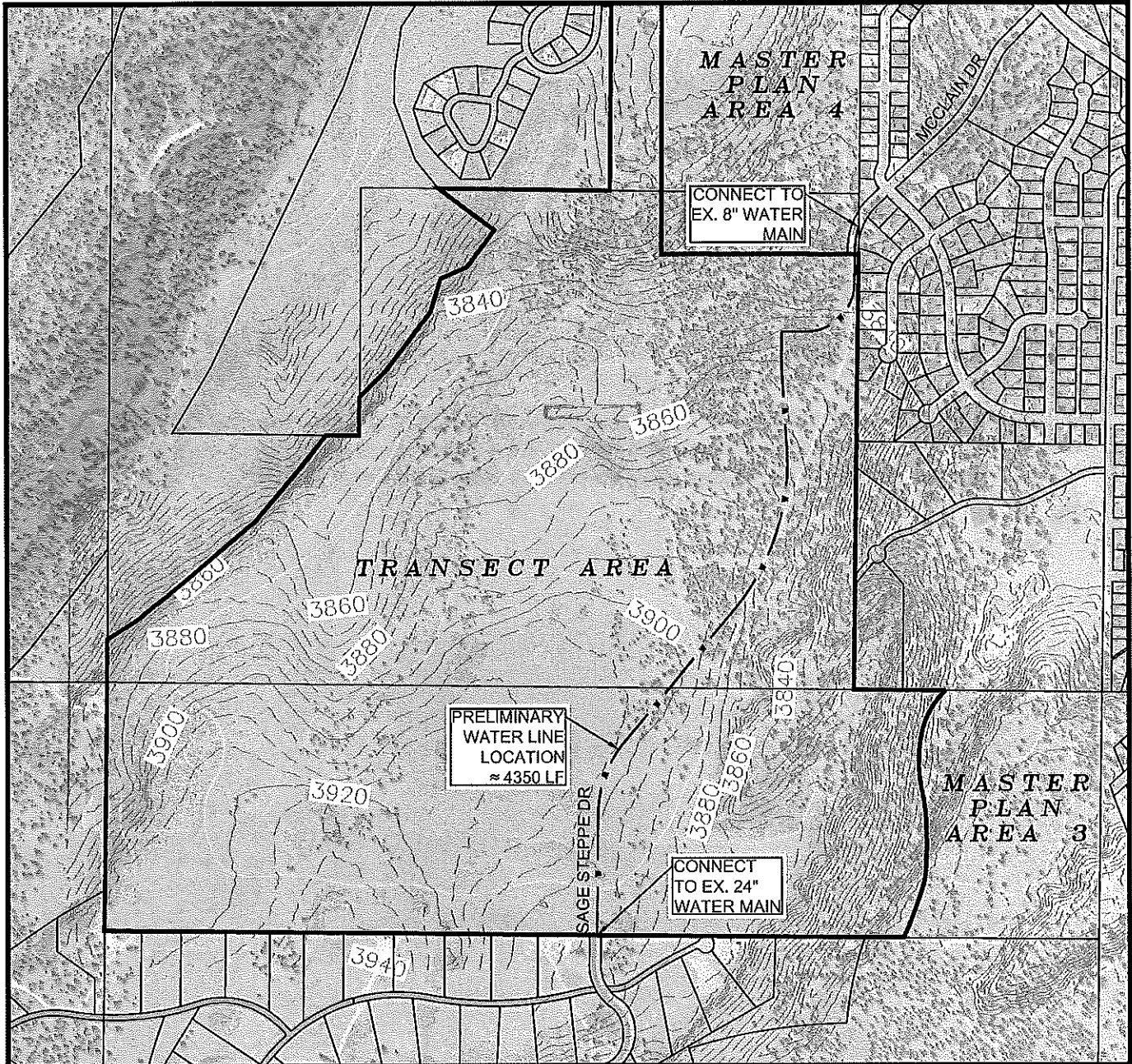
1. REPLACE INTERSECTION AHEAD WARNING SIGN (W2-7R OR W2-2) WITH 4 WAY INTERSECTION AHEAD WARNING SIGN (W2-1), 800 FT. PLAQUE (W16-28P) AND FLASHING BEACON (SOLAR POWER AND CONTINUOUS FLASHING ON SINGLE POST TO REMAIN, LOCATION 800 FEET FROM SKYLINE RANCH RD/SHEVLIN PARK RD INTERSECTION.
2. CROSSING WARNING SIGN (R1-5B) PLACED 20 FT. PRIOR TO CROSSING.



DDWL
 968 SW Oregon Ave
 Bend, OR 97701
 541-385-4772

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

PROJECT	14142-01
DATE	7/19/2018
EXHIBIT O-2	



LEGEND:

- TAX ASSESSOR PROPERTY LINE
- PROPOSED WATER LINE
- TRANSECT AREA



WATER LINE EXHIBIT P

TRANSECT AREA



CITY OF BEND

DATE: 07/18/2018

SCALE: 1" = 800'

DRAWN BY: JLB

PROJ: 13861

SHEET 1 of 1

Exhibit Q

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



COMMUNITY
DEVELOPMENT

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

PROJECT PROPOSAL

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

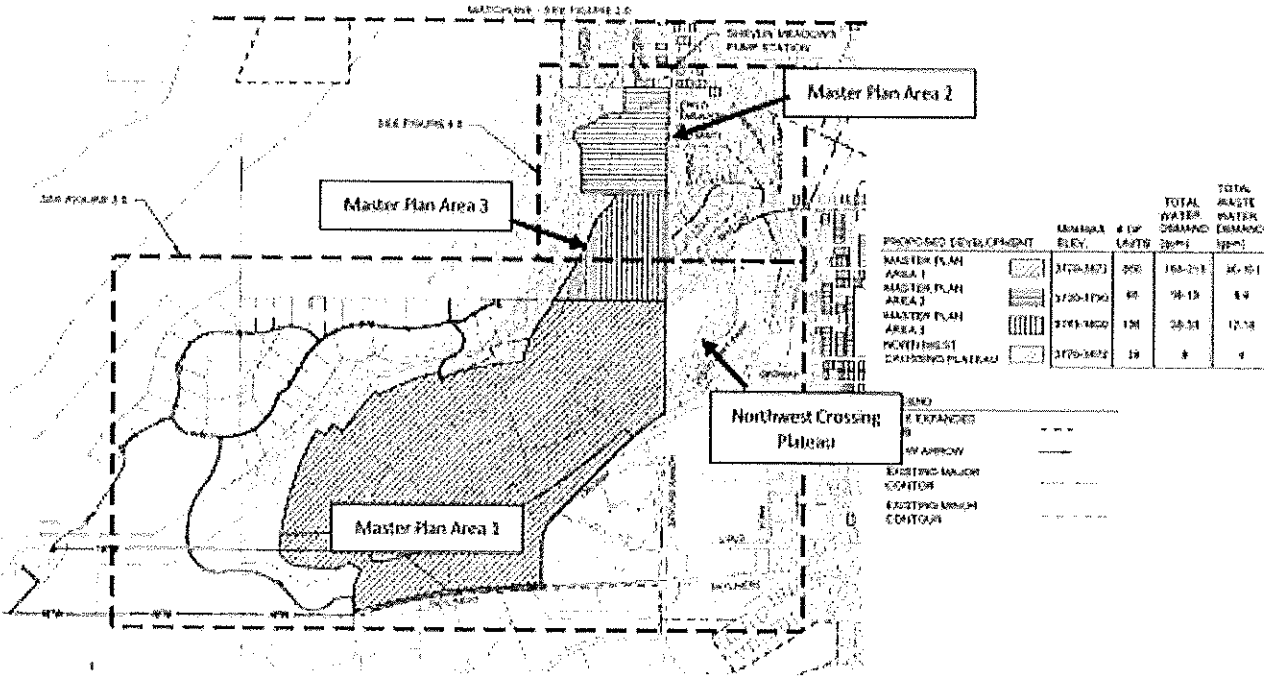


Figure 1: Master Plan areas 1,2,3 and Northwest Crossing Plateau

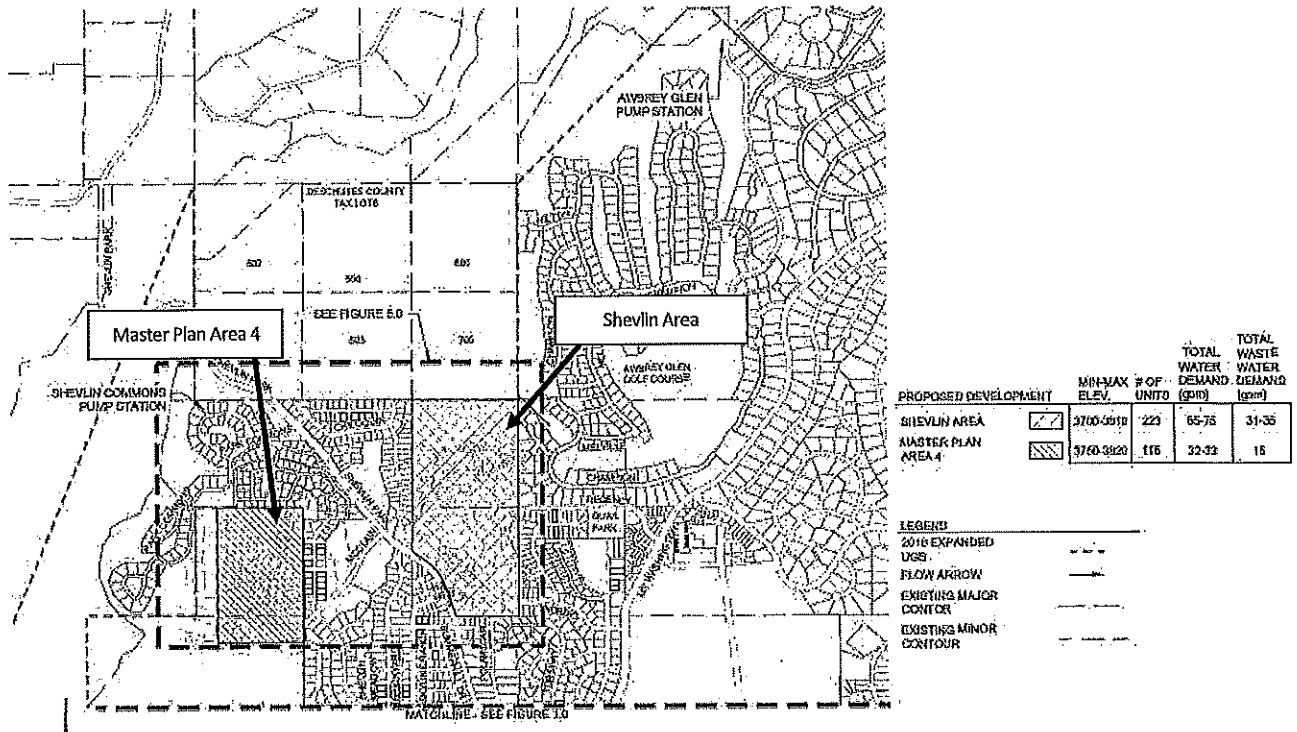


Figure 2: Master Plan Area 4 and Shevlin Area

Table 1: Summary of Proposed Flow Rates:

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

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

MODELING LOCATIONS

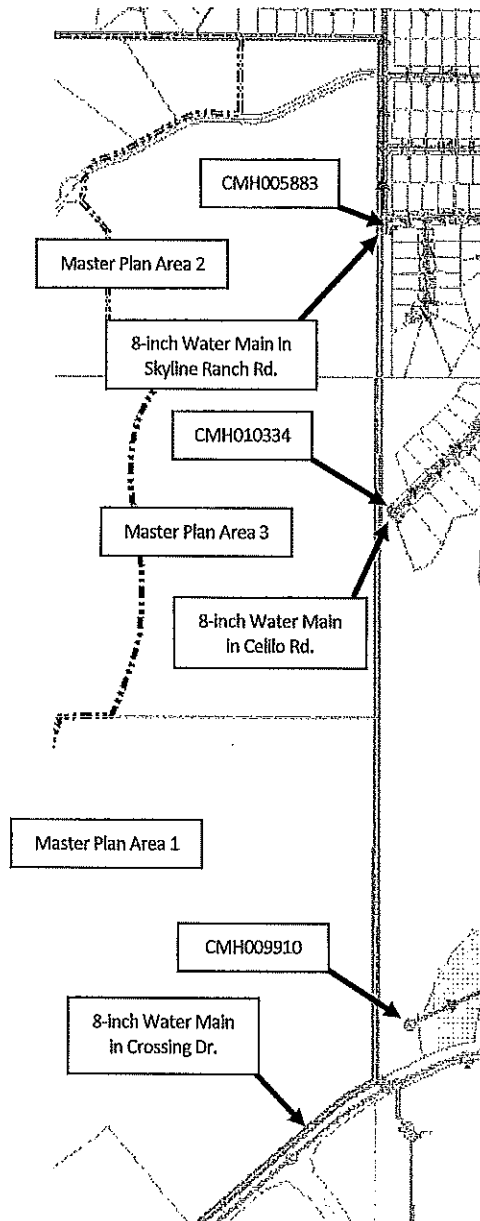


Figure 3: Master Plan Areas 1,2, and 3 Potential Connection Points

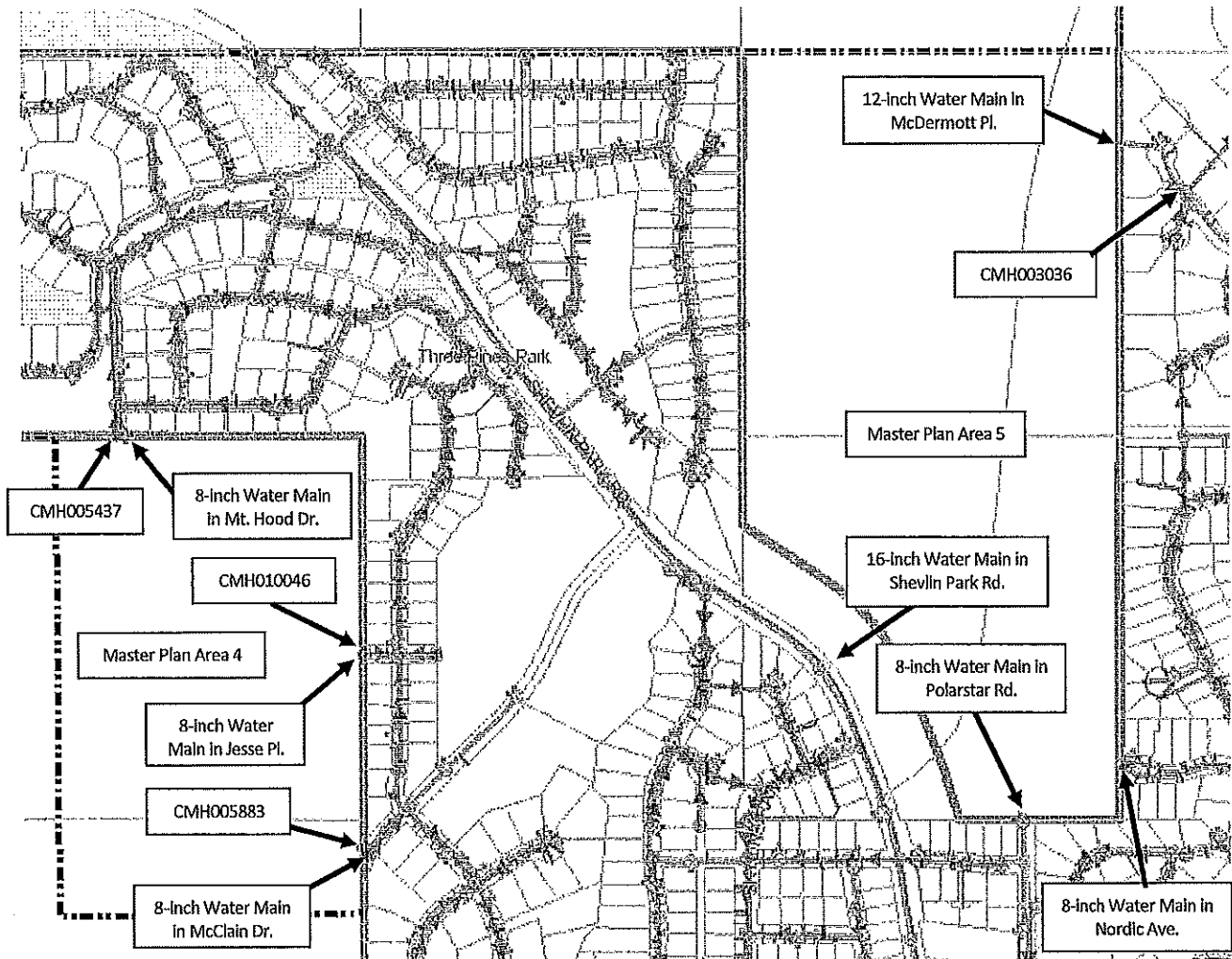


Figure 2: Master Plan Area 4 and Shevlin Area Potential Connection Points

SEWER ANALYSIS

Flow Rate:

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

*City of Bend Master Plan Rates

Existing Conditions:

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

Proposal:

The following scenarios were evaluated:

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

Results:

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

Anticipated Mitigations

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

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

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

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

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

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

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

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

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

WATER ANALYSIS

Flow Rate:

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

*City of Bend Master Plan Rates

Existing Conditions:

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

Proposal:

The following scenarios were evaluated:

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

Results:

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

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

Notes:

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

Anticipated Mitigations:

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

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

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

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

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

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

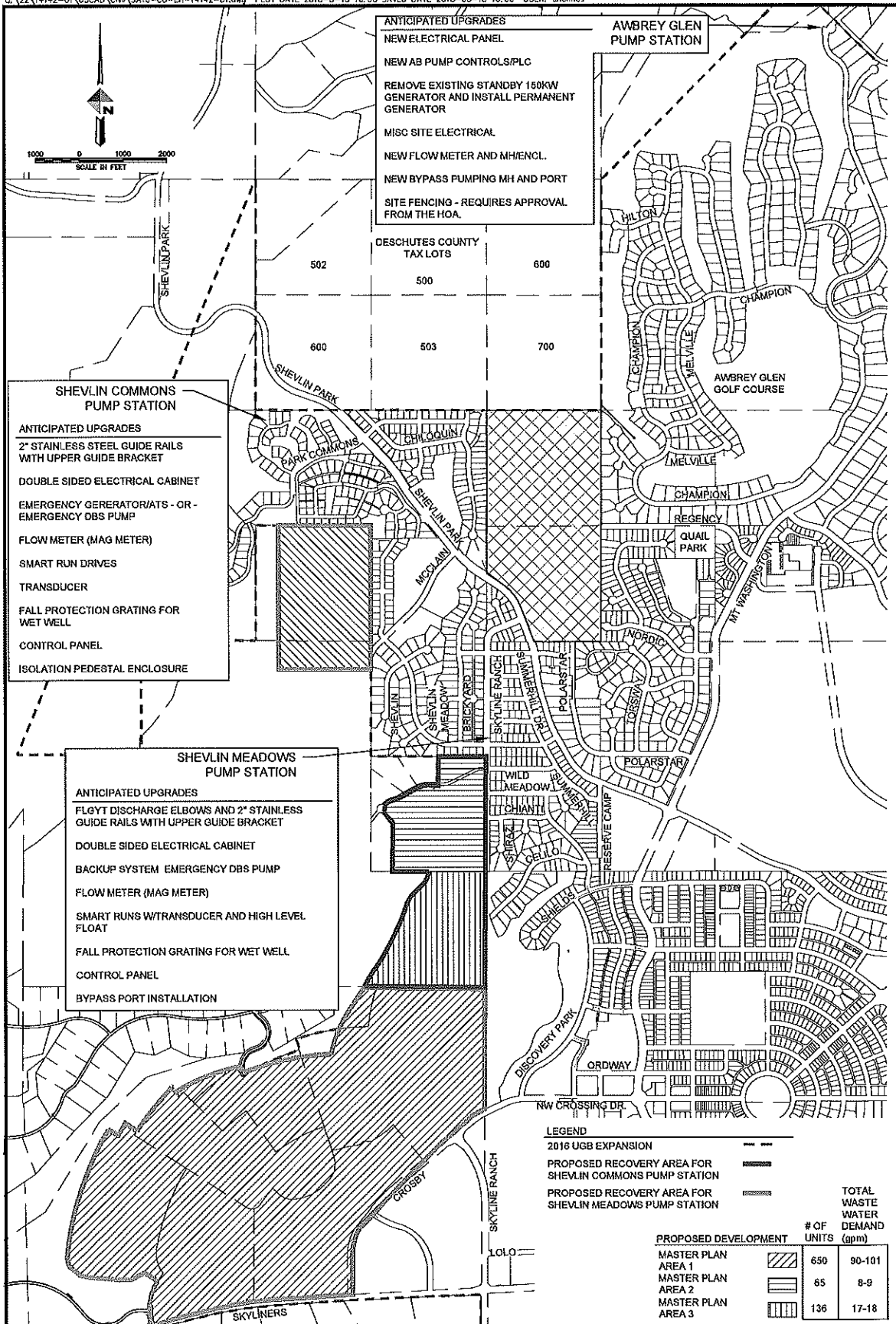
DURATION OF APPROVAL

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

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

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

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



ANTICIPATED UPGRADES
 NEW ELECTRICAL PANEL
 NEW AB PUMP CONTROLS/PLC
 REMOVE EXISTING STANDBY 150KW GENERATOR AND INSTALL PERMANENT GENERATOR
 MISC SITE ELECTRICAL
 NEW FLOW METER AND MH/ENCL.
 NEW BYPASS PUMPING MH AND PORT
 SITE FENCING - REQUIRES APPROVAL FROM THE HOA.

SHEVLIN COMMONS PUMP STATION
ANTICIPATED UPGRADES
 2" STAINLESS STEEL GUIDE RAILS WITH UPPER GUIDE BRACKET
 DOUBLE SIDED ELECTRICAL CABINET
 EMERGENCY GENERATORS - OR - EMERGENCY DBS PUMP
 FLOW METER (MAG METER)
 SMART RUN DRIVES
 TRANSDUCER
 FALL PROTECTION GRATING FOR WET WELL
 CONTROL PANEL
 ISOLATION PEDESTAL ENCLOSURE

SHEVLIN MEADOWS PUMP STATION
ANTICIPATED UPGRADES
 FLOYT DISCHARGE ELBOWS AND 2" STAINLESS STEEL GUIDE RAILS WITH UPPER GUIDE BRACKET
 DOUBLE SIDED ELECTRICAL CABINET
 BACKUP SYSTEM EMERGENCY DBS PUMP
 FLOW METER (MAG METER)
 SMART RUNS W/TRANSDUCER AND HIGH LEVEL FLOAT
 FALL PROTECTION GRATING FOR WET WELL
 CONTROL PANEL
 BYPASS PORT INSTALLATION

LEGEND
 2016 UGB EXPANSION
 PROPOSED RECOVERY AREA FOR SHEVLIN COMMONS PUMP STATION
 PROPOSED RECOVERY AREA FOR SHEVLIN MEADOWS PUMP STATION

PROPOSED DEVELOPMENT	# OF UNITS	TOTAL WASTE WATER DEMAND (gpm)
MASTER PLAN AREA 1	650	90-101
MASTER PLAN AREA 2	85	8-9
MASTER PLAN AREA 3	136	17-18

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

CITY SANITARY SEWER PUMP STATIONS

PROJECT 14142.01
 DATE 08/15/2018

EXHIBIT R

ATTACHMENT B
WESTSIDE INFRASTRUCTURE GROUP
STATUTORY DEVELOPMENT AGREEMENT
FINDINGS

APPLICABLE CRITERIA, STANDARDS, AND PROCEDURES:

Bend Code Chapter 10; City of Bend Development Code

Chapter 4.1, Development Review and Procedures

4.1.1500 Development Agreements

Chapter 4.7, Transportation Analysis

Bend Comprehensive Plan

ORS 94.504 through 94.528

Oregon Administrative Rules, Chapter 660-12-060

FINDINGS OF FACT:

- 1. SITE DESCRIPTION AND LOCATIONS:** There are seven distinct areas, under five ownerships, subject to this Development Agreement: four are within the West Area of the 2016 UGB expansion; one is within the Shevlin UGB expansion area, and two areas are outside of the 2016 UGB Expansion (Transect North and South). In addition, approximately 8 acres of the Coats property is located within City limits adjacent to the Shevlin area, as shown on the Development Agreement Exhibit A Map.

West Area Master Plan Area 1 – NWX2, LLC;

The NWX2 property consists of 245 total acres. The property has been designated for 650 housing units, including at least 60 attached single family and 142 multifamily units, as well as Mixed Employment (14 acres) and Commercial Limited (7 acres) pursuant to Bend Comprehensive Plan Policy 11-104. The Area 1 property is identified as tax lots 1711350000100, 1711350000200, 1711350000300, 1711350000400, 1711350000500, and 171135D000400.

West Area Master Plan Area 2 – Anderson Ranch Holdings, LLC

The Anderson Ranch property is 28 acres and has been designated for 65 residential units, including at least 12 attached single family, pursuant to Bend Comprehensive Plan Policy 11-104. The Anderson Ranch Holdings LLC property is identified as tax lots 171126DD00700 and 171126DD00100.

West Area Master Plan Area 3 - Rio Lobo Investments, LLC

This area contains roughly 31 acres and has been designated for 136 housing units including at least 16 attached single family and 59 multifamily pursuant to Bend Comprehensive Plan Policy 11-104. The Area 3 property is identified as a portion of tax lot 1711000006000.

West Area Master Plan Area 4 - Rio Lobo Investments, LLC

This area contains roughly 40 acres and is designated for 116 housing units pursuant to Bend Comprehensive Plan Policy 11-104. The Area 4 property is identified as a portion of tax lots 1711000006000 and 1711260000400.

Shevlin Area – CCCC, LLC (Coats)

The Shevlin UGB expansion area contains 68 acres and has been utilized as a part of the Shevlin Sand and Gravel operation for many years. Comprehensive Plan policies 11-112 and 11-113 designate 60 gross acres of residential land with up to 200 housing units (10% attached single family, 21% multifamily, and the remainder detached single family), 8 acres of commercial land uses and a 600-student elementary school. An additional 6 acres of land owned by CCCC, LLC was already within the UGB and city limits; it is located between Shevlin Park Road and the expansion area. The Shevlin Area property is identified as tax lots 1711250000200 and 1711250000300.

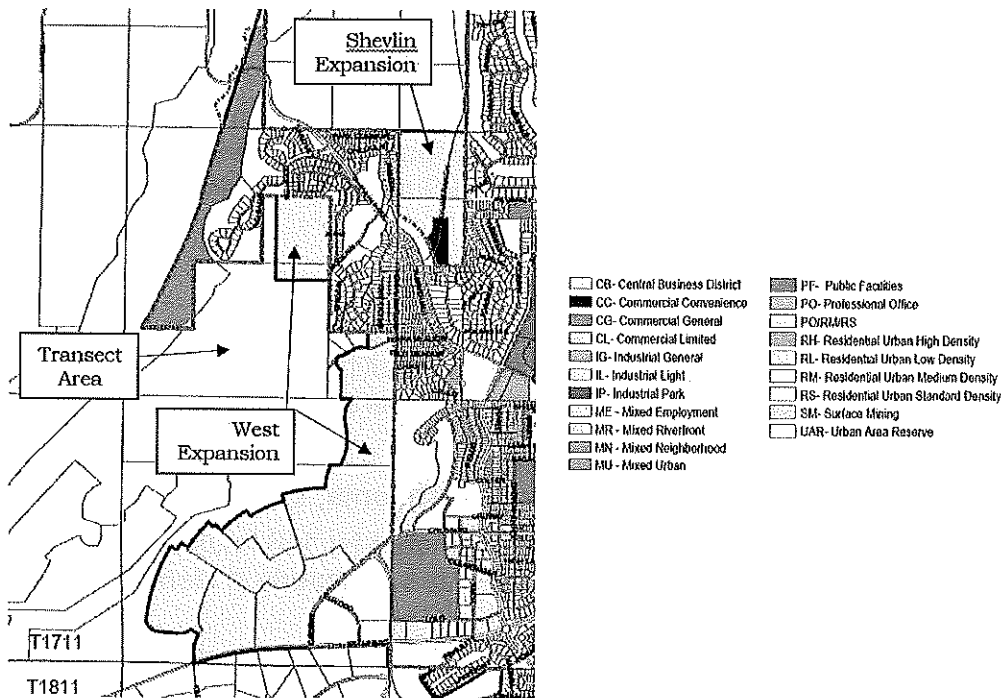
*** Transect Area South – Rio Lobo Investments, LLC**

This area contains 304 acres located outside of UGB, subject of a pending zone change in Deschutes County from UAR-10 to SR 2.5. The property is designated as Urban Area Reserve on the Deschutes County Comprehensive Plan. Rio Lobo plans to develop 87 detached single family home sites. The Transect South area is identified as a portion of tax lot 1711000006000.

*** Transect Area North – CCCC LLC, ERMK LLC, and the Bend-LaPine School District**

This area contains 378 acres located outside of UGB, subject of a pending zone change in Deschutes County from UAR-10 to SR 2.5. The property is designated as Urban Area Reserve on the Deschutes County Comprehensive Plan. CCCC, LLC plans to develop the property with 100 detached single family home sites. The Transect North area is identified as tax lots 1711230000503, 1711230000500, 1711230000502, 1711240000700, 1711240000600, 1711240000403, 1711240000102, 1711240000100 (Kyle Coats), 1711130000500 (Kyle Coats), 1711130000100 (ERMK LLC), 1712180000100 (ERMK LLC), and 1711230000600 (Bend LaPine School District #1).

2. **ZONING:** The properties within the recently expanded UGB are currently zoned Urbanizable Area (UA). The properties are designated Residential Urban Low Density, Mixed Employment and Commercial Limited by the Bend Comprehensive Plan Map.



3. **PROPOSAL:** The proposal is for a statutory Development Agreement (DA) as authorized by ORS Chapter 94 and Section 4.1.1500 of the Bend Development Code (BDC). The DA is intended to address the cumulative infrastructure impacts associated with future Master Plan applications that will come in under separate development applications.

Given the specific Master Plan requirements pertaining to the number and type of residential units in the West and Shevlin area outlined in BCP Chapter 11, the small number of owners, and the collective impacts of the development of the properties on adjacent and area infrastructure, the costs and timing of the required infrastructure improvements can be determined and allocated as part of the DA in a comprehensive, collective, and equitable manner.

This agreement is not intended to authorize or control any particular uses of the properties. The uses, densities, and intensities of the properties that will be annexed and developed in the City are set forth in BCP Chapter 11 and will be implemented pursuant to the Master Plan requirements of the BCP and BDC Chapter 4.5.

The Transect properties are located in the County and governed by Deschutes County Code, Title 19. They are included in this development agreement and are contractually bound to its terms by agreement of the property owners, but are not subject to City land use jurisdiction. These properties are subject to pending Deschutes County land use applications, Deschutes County Community Development Department file numbers 247-18-000612-ZC; 247-18-000613-PA; 247-18-000614-TA.

Because the uses and densities for the properties are either prescribed by the BCP or assumed for the Transect pursuant to the Transect applications, the overall offsite infrastructure impact of development of the properties can be reasonably determined and addressed. The purpose of this agreement is to provide for the equitable allocation of those costs, and a path to construction of the required public improvements to fully mitigate all off-site sewer, water, and vehicular transportation infrastructure impacts from the development of the properties subject to this agreement.

4. **DEVELOPMENT ASSUMPTIONS:** For the purpose of analyzing sewer, water, and transportation system impacts, the following assumptions were made as to anticipated development for future land use applications, based on the Bend Comprehensive Plan (BCP) Chapter 11 Growth Management Policies for each expansion area. While the BCP specifies densities and mix of housing types, it does not specify particular types of commercial development. Therefore, for the purpose of analyzing transportation impacts, a mix of 30 percent retail and 70 percent office was assumed for the commercial lands, and only office uses for the mixed employment lands, both with a floor area ratio (FAR) of 0.25. The following is a breakdown of analysis assumptions for development for each future Master Plan area.

West Expansion Area

This area contains 321 acres of residential designated land, 7 acres of commercial, and 14 acres of mixed employment land. Per the BCP 11-104, this expansion area is required to provide a minimum 870 and maximum 967 residential units, of which 9 percent are required to be attached single family units, 21 percent must be multifamily units (includes duplexes and triplexes), and 70 percent must be detached single-family units.

Master Plan Area 1 - Discovery West

- 650 total residential dwelling units; including 60 attached single-family units and 142 multifamily units
- 7 gross acres of commercial
 - 22,870 square feet of retail space
 - 53,360 square feet of office space
- 14 gross acres of mixed employment
 - 152,460 square feet of office space

Master Plan Area 2 - Anderson Ranch

- 65 total residential units including at least 12 attached single-family units

Master Plan Area 3 - Rio Lobo

- 136 total residential units; including at least 16 attached single-family units, and 59 multifamily units of which 20 percent will be affordable housing

Master Plan Area 4 - Rio Lobo

- 116 total residential units with no mix of housing types specified or required

Shevlin Expansion Area (Coats)

This area contains 60 acres of residential designated land and 8 acres of commercial designated land, and is anticipated to include a 600-student elementary school. Per BCP 11-113, this expansion area is required to provide a minimum 162 units and a maximum of 200 units, with a mix of unit types.

- 162-200 residential dwelling units with a mix of unit types
 - A minimum 10 percent attached single family units
 - A minimum 21 percent multifamily units (including duplex and triplex)
- 26,140 square feet of retail space
- 60,980 square feet of office space

Transect Lands (Deschutes County jurisdiction)

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

5. **PUBLIC NOTICE AND COMMENTS:** On September 13, 2018, the City of Bend Planning Division sent notice of the Development Agreement application to surrounding owners of record of property within 250 feet of the subject properties, as shown on the most recent property tax assessment roll, and to the Awbrey Butte, Summit West, and Century West Neighborhood Association representatives. Additionally, *Notice of Proposed Development* signs were posted along the property frontages at ten locations, visible from adjacent rights of way for at least 10 days prior to the October 3, 2018 hearing date.

Although staff received calls and emails with questions as to the nature of the proposal, no written comments were received in response to the public notice at the time the hearings documents were posted on September 27, 2018. Various agencies were also sent notice, and their comments are contained in the project file and considered in this decision.

6. **APPLICATION ACCEPTANCE DATE:** This Type III Statutory Development Agreement application was submitted on August 29, 2018. The application was deemed complete on September 13, 2018.

APPLICATION OF THE CRITERIA:

Bend Development Code

Chapter 4.1, Development Review and Procedures

4.1.1500 Development Agreements.

4.1.1510 Purpose.

The purpose of this section is to clarify the authority and procedures for City Council consideration of Development Agreements authorized by ORS Chapter 94 outside the land use process.

4.1.1520 Applicability.

The City Council may establish a Development Agreement between the City and any person having a legal or equitable interest in real property for the development of that property. Development Agreements that do not include a development application are not governed by the City's Development Code, and may be established in any manner deemed appropriate by the Council, consistent with the Council's authority under the City's Charter. Development Agreements that contain a development application are governed by this section. The following include but are not limited to situations that may require a Development Agreement as described by this section:

- A. Multiple party or partnership situations.**
- B. Large infrastructure requirements.**
- C. Timing issues.**

FINDING: The purpose of this Development Agreement is to provide for the timing, construction, and funding of infrastructure necessary to support urban development in the West and Shevlin UGB expansion areas and account for the potential impacts of rural development on specified adjacent exception area lands in Deschutes County (the "Transect"). Given the Master Plan requirements of BCP Chapter 11, the small number of owners, and the collective impacts of the development of the properties on adjacent and area infrastructure, the costs and timing of the required infrastructure improvements can be determined and allocated as part of this agreement in a comprehensive, collective, and equitable manner. The development agreement encompasses several of the situations contemplated in this section:

- A.** There are five different property owners (including the Bend LaPine School District, who owns property affected by the DA) and multiple distinct properties.
- B.** The combined impacts of the future development contemplated on the properties trigger the need for two new roundabouts, the completion of Skyline Ranch Road through the properties, and off-site mitigation in the way of significant financial contributions intended to be utilized for completion of the City's 14th Street corridor improvement project. The DA also addresses mitigation for impacts on water infrastructure and significant upgrades to three sewer pump stations.
- C.** The subject properties and their respective owners are on a variety of time frames related to development. Without the DA, this would create a situation where the first projects to develop could utilize the remaining capacity in the system, leaving later projects no capacity or financial capability to complete the significant projects. The DA accommodates these varying development schedules in an equitable manner as well as providing up-front funding that can be used for completion of the City's current 14th Street corridor project. This agreement shall continue in effect for a period of 15 years after its effective date.

Policy 7-8 of the BCP provides the following:

7-8 As areas that are currently beyond Bend's existing Urban Growth Boundary (UGB) are urbanized, the city, property owners, developers and all applicable service districts shall work cooperatively to develop appropriate plans for extensions and connections of the transportation system, including but not limited to: roads, sidewalks, trails and/or public transportation. The objective of this planning effort will be to ensure that the new areas promote and facilitate the development of urban land use densities and systems that will fulfill the goals and objectives of the Transportation System Plan.

The proposed development agreement is the procedural and legal vehicle that allows the owners and developers in the West and Shevlin expansion areas to work cooperatively to develop the mitigation plans for the transportation system impacted by the development of the uses and densities dictated for these Areas by Chapter 11 of the BCP (discussed below).

4.1.1530 Initiation.

Development Agreements governed by this section may be initiated by the Council on its own motion or in response to a request by City staff, following consultation with any person having a legal or equitable interest in the property that is the subject of the proposed Development Agreement. Neither City staff nor the Council are required to proceed with consideration of a request for a Development Agreement.

FINDING: This DA was initiated following consultation with the property owners noted above. The specified application fee has been paid by the owners.

4.1.1540 Negotiations.

Negotiations between the parties to a Development Agreement shall commence upon a request by the City Council to identified City staff to establish a Memorandum of Understanding (MOU) regarding the anticipated scope of the Development Agreement.

FINDING: City Staff and the owners were in discussions since August 10, 2017, with bi-weekly meetings regarding the proposed Development Agreement. The scope of the agreement was outlined through these discussions, with technical memoranda prepared by the owners' consulting engineers and reviewed by City Staff. While an MOU was discussed and contemplated with Staff, discussions and substantive analysis of infrastructure impacts suggested that an interim MOU was not necessary, and that the parties could instead focus their efforts on crafting an agreement for Council consideration.

4.1.1550 Adoption.

The provisions of ORS 94.504 through 94.528 shall be followed in the adoption of a Development Agreement under this section. Once a preliminary agreement is reached between the parties, the owner or owners of the property that is the subject of the Development Agreement shall submit an application to the Development Services Director for adoption of the Development Agreement and for any development application requested in connection with the Development Agreement.

FINDING: The provisions of ORS 94.504 through 94.528 are specifically addressed within the body of the Development Agreement itself. A preliminary agreement has been reached between the parties, and the owners submitted this application and accompanying supporting materials for adoption. This agreement is not intended to authorize or control any particular uses on the properties. The uses, densities, and intensities of the properties that will be

annexed to and developed in the City are specifically set forth in BCP Chapter 11 and will be implemented pursuant to the Master Plan requirements of the BCP and Bend Development Code ("BDC") Chapter 4.5 through future land use applications.

While no specific development approvals are requested through the Development Agreement, these findings demonstrate that the infrastructure improvements and mitigation payment provided for in this agreement comply with the BCP, BDC, and City regulations for the properties within the West and Shevlin UGB expansion areas. These findings are intended to demonstrate compliance with BDC Chapter 4.5 (Master Planning and Development Alternatives), BDC Chapter 4.7 (Transportation Analysis), and BDC Chapter 4.9 (Annexation) pertaining to sewer, water, and street infrastructure adequacy.

The Transect Properties located outside of the UGB expansion areas are under the jurisdiction of Deschutes County. The proposed Development Agreement is intended to also satisfy the off-site Transportation and Water impacts of the Transect on City facilities.

4.1.1560 Hearings Body.

Notwithstanding any other provision of this code to the contrary, the City Council shall be the Hearings Body for a Development Agreement. The Council may appoint a Hearings Officer or the Planning Commission to serve as the Hearings Body for specific development applications associated with a proposed Development Agreement, prior to the final decision on the Development Agreement as a whole. In that event, the Council shall establish a schedule for such decisions, and shall consider, but shall not be bound by, such decisions

FINDING: Because there is no specific development application associated with this DA, the City Council will serve as the Hearings Body. The Planning Commission will review future master plans for each of the properties subject to the DA.

ANALYSIS OF INFRASTRUCTURE IMPACTS AND PROPOSED MITIGATION

Bend Comprehensive Plan Chapter 11, Growth Management Policies:

West Area

- 11-100 Master planning is required for this area. The master plan(s) must be consistent with both master plan standards in the development code and policies 11-101 through 11-108, below.**
- 11-101 For the West Area, shown on Figure 11-4, the central planning concepts are to: provide a limited westward expansion that complements the pattern of complete communities that has begun with Northwest Crossing due to the existing concentration of schools, parks, commercial and employment lands; and create a transect from higher densities along Skyline Ranch Road to lower density and open space along the western edge in this area which approaches National Forest land and park open spaces, in order to provide buffers for wildlife and wildfire.**
- 11-102 This area shall provide for a mix of residential and commercial uses, including 321 gross acres of residential plan designations, 7 acres of commercial plan designations, and 14 gross acres of mixed employment plan designations (excluding existing right of way).**

- 11-103 This area shall provide capacity for a minimum of 870 housing units and a maximum of 967 housing units, including at least 9% single family attached housing and at least 21% multifamily housing types (including duplex and triplex). The required minimum of 870 housing units represents 90% of the maximum allowed number of units.
- 11-104 In the absence of an approved Area Plan for this subarea as a whole, each property included in the 2016 UGB expansion in this subarea (see Figure 11-5 below) shall provide the maximum number and mix of units specified below. The minimum required units (total and by housing type) is 90% of the specified maximum.
- Master Plan Area 1: 650 housing units, including at least 60 single family attached units and at least 142 multifamily and duplex/triplex units.
 - Master Plan Area 2: 65 housing units, including at least 12 single family attached units.
 - Master Plan Area 3: 136 housing units, including at least 16 single family attached units and at least 59 multifamily and/or duplex/triplex units.
 - Master Plan Area 4: 116 housing units.

...

- 11-106 The master plan process shall be used to establish appropriate development regulations to implement the transect concept, measures to make the development and structures fire resistant, and RL plan designation densities within this area while providing for a mix of housing types and clustering developed areas to provide for open space preservation.
- 11-107 Coordination with Bend Park and Recreation district is required in order to address provision of parks and trails within this area.
- 11-108 Coordination with the Bend-La Pine Schools District is required during area planning for this subarea.

Shevlin Area

- 11-109 Master planning is required for this area. The master plan must be consistent with both master plan standards in the development code and policies 11-110 through 11-115, below.
- 11-110 The concepts for the Shevlin area, shown on Figure 11-4, are to promote efficient land use and neighborhood connectivity by filling in a “notch” in the prior UGB with compatible residential development; help complete adjacent neighborhoods with small, neighborhood-scale commercial services; and avoid development in sensitive areas nearer to Tumalo Creek
- 11-111 The master plan process shall be used to establish appropriate development regulations to implement the transect concept, measures to make the development and structures fire resistant, and RL plan designation densities within this area while providing for a mix of housing types and clustering developed areas to provide for open space preservation
- 11-112 This area shall provide for a mix of residential and commercial uses, including 60 gross acres of residential plan designations and 8 gross acres of commercial plan designations (excluding existing right of way).

11-113 This area shall provide capacity for a minimum of 162 housing units and a maximum of 200 housing units, including at least 10% single family attached housing and at least 21% multifamily and duplex/triplex housing types.

11-114 Coordination with Bend Park and Recreation district is required in order to address provision of parks and/or trails within this area.

11-115 Coordination will occur with the Bend-La Pine School District during area planning for this area.

FINDING: As discussed in previous findings, the purpose of the proposed Development Agreement is to provide for the timing, construction, and funding of infrastructure that will be required for subsequent development applications. Per the Bend Comprehensive Plan (BCP) policies above, each of the properties within the recently expanded UGB are subject to the requirements of BDC Chapter 4.5, *Master Planning and Development Alternatives*, specifically, BDC 4.5.200 *Community Master Plan*. The criteria for approval of a Community Master Plan require that adequate water and sewer facilities be installed prior to occupancy or use, and that the master plan complies with BDC Chapter 4.7, *Transportation Analysis*.

Each of the properties within the recently expanded UGB are subject to the housing unit types and densities as identified in the Bend Comprehensive Plan (BCP) Chapter 11 *Growth Management* policies listed above. The BCP also designates Commercial and Mixed Employment zones in both expansion areas, which have also been accounted for in the analyses, as well as the 6 acres of the Coats property already within city limits and a 600 student Bend-La Pine School District elementary school. Future master plans for each property will necessarily comply with both the BCP and those limitations as incorporated into the Development Agreement. Therefore, the analyses for transportation system, sewer and water impacts are based on a mix of development and densities that comply with policies of the BCP.

Assumptions for the analyses for transportation system, sewer and water impacts for the Transect properties were based on an allocation of impacts of 100 detached single-family dwellings for the North Transect properties, and 87 detached single-family dwellings for the South Transect properties. Development of these properties are subject to approval by Deschutes County, and development applications are pending for these properties.

TRANSPORTATION SYSTEM IMPACTS AND MITIGATION

Chapter 4.7, Transportation Analysis

4.7.100 Purpose.

The City will review new development to ensure the transportation system provides for:

- **Consistency with the Bend Comprehensive Plan.**
- **Orderly construction of the Bend Urban Area Transportation System Plan network of streets and walking, biking and transit facilities.**
- **Safety and operations.**

Therefore, the City requires applicants to complete an assessment of the transportation system within the study area of the development for adequacy to serve the new development and to assess the impacts of the development on the nearby transportation system. The City will use these assessments to ensure safety and operations of the transportation system are met for vehicle, biking, walking and transit and may impose reasonable conditions and mitigation requirements on development in proportion to its impacts.

FINDING: Kittelson & Associates prepared a Transportation Facilities Report (TFR), dated June 28, 2018, on behalf of the owners as part of the TFR application number BP 18- 3441-TRFA. The analysis was done based on a buildout horizon assumption of 2040 for all development for determining transportation impact mitigations.

4.7.600 Significant Impacts and Mitigation Measures.

- A. Applicability.** When significant impacts are identified as part of the Transportation Impact Analysis, mitigation measures must be included to address those impacts.
- B. Preparation.** Prior to proposing mitigation, the applicant’s engineer shall consult with the City Engineer regarding potential mitigation options. The proposed mitigation and a concept-level drawing of the final intersection form must be prepared and submitted prior to a development application being deemed complete, unless approved otherwise by the City Engineer. Mitigation measures may be proposed by the applicant or recommended by ODOT or Deschutes County in circumstances where a state or county facility will be impacted by a proposed development. Deschutes County and/or ODOT must be consulted to determine if improvements proposed for their facilities comply with their standards and are supported by the respective agencies.
- C. Intersection Operation Standards.** If the Transportation Impact Analysis shows that the operation standards at the intersection will be exceeded or if the intersection already exceeds the standards, the applicant will be required to provide mitigation measures in compliance with subsection (F) of this section impacts.
- D. Unique Situations.**
 - 1. Development proposals within Master Planned Developments or Special Planned Areas,** as described in BDC Chapter 4.5, Master Planning and Development Alternatives, where a Transportation Mitigation Plan has been approved, may exceed the operation standards at affected intersections as long as the proposed development is consistent with the approved Transportation Mitigation Plan.

Chapter 1.2, Definitions

Transportation Mitigation Plan means an adopted plan for an area in the City that contains alternate transportation designs and functionality standards. A Transportation Mitigation Plan is typically adopted into this code as part of a Special Area Plan or Master Plan Development.

- 2. Widening to accommodate additional travel lanes will not be permitted in the following situations:**
 - a. Intersections and streets that are already constructed consistent with the Bend Urban Area Transportation System Plan (TSP) including streets identified by the TSP as “not being authorized for lane expansion”;**
 - b. Intersections and streets located within or directly adjoining the City’s Central Business District or historic district;**
 - c. Where no physical mitigation is available to improve intersection operations to the performance standard; or**
 - d. Where improvements may result in unacceptable tradeoffs to other modes of travel.**

F. Mitigation Measures. Mitigation measures must consider all users and include all or a combination of the following mitigation measures as approved at the discretion of the City Engineer, to mitigate the impacts of the proposed development:

1. **Construct Transportation Mitigation.**
5. **Payment in Lieu of Construction.** If infrastructure construction is required above, the City may elect to accept a payment in an amount equal to the cost estimated by the City for the design, right-of-way acquisition, utility relocation and construction cost of the improvements in lieu of actual construction. The City will use these funds on the impacted corridor to improve multi-modal safety, operations and to relieve congestion. Once the City accepts a payment in lieu of construction, the proposed development may proceed even if the impact of the proposed development causes the operation standards to be exceeded.
6. **Alternate Location Mitigation.** Mitigation strategies at alternative locations or affecting alternative modes of travel may be proposed by the applicant and may be accepted by the City Engineer. At a minimum, the proposed improvements should meet the following criteria:
 - a. The overall improvements proposed should be proportional to the impacts created by the application;
 - b. The proposed improvement strategies must address a critical need or issue within the study area such as safety, connectivity, system capacity, and parallel routes;
 - c. The locations proposed for improvement must be within the study area;
 - d. The proposed improvements must not already be, or be in the process of being, a condition of approval of another development; and
 - e. All applicable analysis requirements for the primary location(s) shall apply to the analysis of the alternative location(s).

4.7.700 Proportionate Share Contribution.

Each proposed development that submits a Transportation Impact Analysis will be required to contribute a proportionate share of the costs of the final improvements to the transportation system that will be required as a result of the cumulative impact that various developments combined will have on the intersections.

Developments must contribute their proportionate share or contribution for all intersections within the analysis area.

The City may use the proportionate share contributions for multi-modal improvements on the transportation corridor and surrounding system if the improvement project benefits safety and operations and helps to reduce congestion.

Proportionate share calculations must be submitted with the Transportation Impact Analysis. Proportionate share calculations are calculated based on the ratio of development trips to growth trips for the anticipated cost of the full Bend Urban Area Transportation System Plan intersection infrastructure.

FINDING: Kittelson & Associates submitted a Transportation Facilities Report (TFR) dated June 28, 2018, under City file BP 18-3441-TRFA. On August 3, 2018, the City of Bend Private Development Engineering Division issued a Traffic Analysis Memo (TAM) (DA-Exhibit J), summarizing the findings in the TFR transportation impact analysis and confirming the anticipated mitigation requirements for the proposed development.

Intersection capacity needs were identified at several study area intersections. The timing and need for these intersection improvements will depend on how quickly the WIG properties develop as well as continued traffic growth on existing city streets. Based on the traffic modeling conducted for the West and Shevlin Area expansion, it is anticipated that the following intersections will require improvements by the year 2040. WIG property owners have committed to the construction of the following improvements:

- Skyline Ranch Road/Shevlin Park Road – construction of a single lane roundabout.
- Skyline Ranch Road/Skyliners Road – construction of a single lane roundabout.
- Skyline Ranch Road completed and connected from Skyliners Road to Shevlin Park Road
- Regency Street completed from existing western terminus to Skyline Ranch Road

None of the above improvements are included on the City of Bend Transportation System Development Charge (TSDC) project list. As such, WIG property owners are not currently eligible to receive TSDC credits for the construction of the improvements at these four off-site locations. Based on current TSDC rates and anticipated development types/densities, the WIG property owners’ projects are anticipated to generate \$11 million in TSDCs with no credit or reimbursement given to WIG members for improvements made to the system.

In addition to the intersection construction and the TSDC fees, the WIG property owners will make proportionate share contributions for several impacted intersections as identified in the table below. These proportionate share contributions are based on the WIG properties’ share of future growth in the area and amount to an additional \$1.4 million.

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

BDC Sections 4.7.600-700 provide for such proportionate share contributions as acknowledgement that individual properties are not solely responsible for deficiencies in the transportation system. The City may use the proportionate share contributions for multi-modal improvements on the transportation corridor and surrounding system if the improvement project benefits safety and operations and helps to reduce congestion. The City has chosen to allocate the WIG proportionate share funds to completion of the ongoing 14th Street reconstruction project, which will enhance multimodal connections and improve roadway conditions, making vehicular travel through the Central Westside Area more efficient.

Even with these improvements, many of the existing City intersections are anticipated to experience congestion by the year 2040. This congestion is anticipated with or without development of the WIG property owners and will be one of the areas explored through the ongoing City Transportation System Plan (TSP) efforts.

Although both the City and WIG property owners acknowledge that the collective contributions and intersection improvements identified above will not address all anticipated intersection capacity needs, the parties believe the mitigation package is appropriate for the following reasons:

- Future year traffic projections in the area are being refined through the ongoing Bend TSP update. Based on recent discussions with City and MPO staff, revised modeling assumptions by the MPO suggest that the traffic projections used in the WIG analysis could overstate the impacts of the anticipated development. A revised analyses through the TSP may show lower levels of congestion than have been identified to-date.
- As a policy matter, the Bend Comprehensive Plan does not allow for widening Newport Avenue, Galveston Avenue, or 14th Street in the study area. Converting single lane roundabouts to multilane roundabouts along these corridors to provide more capacity would contradict these policies and may not actually address congestion levels. In addition, such expansions would likely result in significant impacts to adjacent homes and businesses.
- With or without the WIG properties, the intersections of Lehmhi Pass/Skyliners Road, 14th Street/Newport Avenue and 14th Street/Galveston Avenue are expected to operate over capacity by 2040. Based on the no-widening policies for these intersections due to existing site constraints, the City is accepting higher delays at these intersections. The transportation models cannot accurately predict the amount of delay once a roundabout exceeds the capacity threshold. There are no significant safety issues identified at these intersections. The roundabouts will continue to operate safely but with levels of delay that are above established City service levels.
- WIG traffic is expected to constitute approximately 9 percent of 14th Street/Galveston Avenue intersection traffic and approximately 8 percent of 14th Street/Newport Avenue intersection traffic in 2040, which indicates impacts to these intersections come from various sources and are not isolated to the WIG properties.
- Solutions to alleviate existing and future congestion in the Central Westside Area overlap with area-wide, city-wide, and regional needs, which are being addressed through the Bend TSP Update. The Central Westside Plan previously completed for the City recommended several improvements, the following of which would provide route options to those traveling on 14th Street and Newport Avenue:
 - Evaluate Portland Avenue and identify corridor improvements that make east-west travel more efficient for vehicles
 - Evaluate Columbia Street and identify corridor improvements that make north-south travel more efficient
 - Design and construct a bicycle boulevard along 15th Street
 - Design and construct a bicycle boulevard along Milwaukee Avenue
- The ongoing Bend TSP Update is also considering improvement options that would address east-west constraints in the City, including additional or enhanced crossings of the Deschutes River. A more focused evaluation of transportation needs in the westside area is expected to occur in early 2019.

For the reasons outlined above, including the completion of the improvements identified to-date, the contributions of the TSDC fees and proportionate share contributions, the City's commitment to construction of additional improvements, and the ongoing TSP updates, the DA represents a fair and equitable mitigation of WIG impacts that is reasonable and intended to further enhance the future transportation system provided for all users.

E. Timing of Improvements.

- 1. Unless a unique situation is identified in subsection (D) of this section, Unique Situations, mitigation shall be in place at the time of final platting of a land division, or at the time of final occupancy for commercial, industrial, institutional, mixed use, multi-family housing, triplex buildings and all other development. Mitigation for phased developments must be in place at the time specified in the approved decision.**
- 2. Development proposals within Master Planned Developments or Special Planned Areas, as described in BDC Chapter 4.5, Master Planning and Development Alternatives, where a Transportation Mitigation Plan has been approved, shall refer to the Plan for the extent and timing of improvements.**

FINDING: The Development Agreement specifies that the \$1.4 million dollar off-site mitigation payment will be made within 30 days of the final approval of the Development Agreement, including any appeals.

As outlined in the DA, the Skyline Ranch Road/Shevlin Park Road roundabout will be triggered by the Coats UGB development reaching 50% of its projected PM Peak Hour trips. The Skyline Ranch Road/Skyliners Road roundabout improvements are triggered by the NWX2 property development reaching 50% of its projected PM Peak Hour trips.

The DA also specifies that each owner will be responsible to construct the portion of Skyline Ranch Road that crosses their individual property. The triggers and phasing of the Skyline Ranch Road construction within the Anderson Ranch, Rio Lobo Tract 1, and NWX2 properties will be determined at the time of their individual master plans. However, the section of Skyline Ranch Road from NW Crossing Drive to the northern boundary of the Anderson Ranch property will not be allowed to be constructed until both roundabouts are completed and operational. If one or both of the roundabouts has not been completed by the time the final party is required to construct the last segment of Skyline Ranch Road, that party will dedicate the full right-of-way to permit final completion of the Road but will not be required to construct their portion of the road. The party responsible for constructing the last of the two roundabouts will then be responsible for completing the roadway so that Skyline Ranch Road is fully connected within six months of completion of the last roundabout.

The terms of the proposed Development Agreement will remain in effect for 15 years from the date it becomes final, as allowed by applicable statutes, and will govern ensuing development of the subject properties during that time period.

4.6.600 Transportation Planning Rule Compliance. (TPR)

When a development application includes a proposed Comprehensive Plan amendment or annexation, the proposal must be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060. [Ord. NS-2302, 2018; Ord. NS-2016, 2006]

FINDING: The DA does not include a Comprehensive Plan amendment or annexation; TPR compliance for each property will be addressed at the time of master plan/annexation for each property. However, as stated in the Kittelson analysis, the list of intersections outlined in the WIG funding plan is intended to provide the necessary intersection improvements that will be needed to comply with the TPR. The list of impacted intersections in the study demonstrates that there will be significant effects at multiple existing city facilities. Rather than bringing these facilities into compliance with the City's performance standards, the DA takes advantage of OAR 660-12-0060(2)(e)(a) which allows the provider of the significantly affected facility to provide a written statement that the system-wide benefits are sufficient to balance the significant effect even though the improvements would not result in consistency for all performance standards. The \$1.4 million dollar payment for off-site mitigation will be used by the City to make improvements to the 14th Street corridor. These off-site improvements have been determined by the City to off-set the significant effects at other City facilities. In addition, the DA requires the construction of two roundabouts (Shevlin Park Rd/Skyline Ranch Rd and Skyliners Rd/Skyline Ranch Rd). The combination of the payment for off-site improvements and the construction of these two roundabouts provides the mitigation necessary to satisfy the TPR and allow the properties to be rezoned to match their Comprehensive Plan designations at the time of annexation without additional off-site transportation improvements.

SEWER AND WATER SYSTEM IMPACTS AND MITIGATION

FINDING: The applicants' engineers worked closely with City engineering staff to scope and analyze the combined impacts of future development of the properties in accordance with the Bend Comprehensive Plan and the Transect application. The results of these analyses are summarized in the City Engineer's Utility Availability Memo (Exhibit Q).

Sewer System Mitigation

The SWA identified three sewer lift stations that will be impacted by future development of the expansion areas. With specific upgrades to these lift stations, the system will have adequate capacity to serve the anticipated development of these areas. The estimated cost of these upgrades totals approximately \$700,000, some of which are eligible for SSDC credit or reimbursement pursuant to the City's adopted SDC policy. Additional area specific analyses will be required with each subsequent Master Plan application. In total, the lands included in this DA are anticipated to generate approximately \$6 million in sewer system SDCs.

Shevlin Meadows Lift Station: This lift station must be upgraded to the latest City of Bend Standards and Specifications. Required improvements include new pumps to serve the basin area and development assumptions for the additional available vacant land within the basin. The upgrade shall also include an analysis of the existing lift station to determine the additional equipment (i.e. rails, valving, control panels, generator, fencing, and access) that will be required to bring the station to current City standards. Per the DA, Anderson Ranch agrees to improve the Shevlin Meadows pump station, of which 40 percent of the approved costs are eligible for SSDC credit.

Shevlin Commons Lift Station: This lift station must be upgraded to the latest City of Bend Standards and Specifications. Required improvements include new pumps to serve the basin area and development assumptions for the additional available vacant land within the basin. The upgrade shall also include an analysis of the existing lift station to determine the additional equipment (i.e. rails, valving, control panels, generator, fencing, and access) that will be required to bring the station to current City standards. Per the DA, Rio Lobo agrees to improve the Shevlin Commons pump station, of which 75 percent of the approved costs are eligible for SSDC credit or reimbursement.

Awbrey Glen Lift Station: This lift station must be upgraded to the latest City of Bend Standards and Specifications. Required improvements an evaluation of capacity to serve the basin area and development assumptions for the additional available vacant land within the basin. The upgrade shall include an analysis of the existing lift station to determine the additional equipment (i.e. rails, valving, control panels, generator, fencing, and access) that will be required to bring the station to current City standards. Per the DA, Coats agrees to improve the Awbrey Glen pump station, none of the costs of which are eligible for Sewer System Development Charge ("SSDC") credit.

Water System Mitigation

The City water system has adequate capacity to serve the properties, but additional water mains will be required to be extended with each master plan to serve the proposed development. Additional area specific analyses will be required with each subsequent Master Plan application. It is estimated that approximately \$6 million in water system SDCs will also be generated by development on the properties.