

Deschutes County Official Records **2022-38321**
D-IPPS
Stn=1 BN **10/20/2022 02:35 PM**
\$85.00 \$11.00 \$10.00 \$61.00 \$6.00 **\$173.00**
I, Steve Dennison, County Clerk for Deschutes County, Oregon,
certify that the instrument identified herein was recorded in the
Official Records.
Steve Dennison - County Clerk

After recording, please return to:

City of Bend
710 NW Wall Street
Bend, OR 97703

Attn: Community & Economic Development Department

NON-STATUTORY DEVELOPMENT AGREEMENT

This non-statutory development agreement dated October 14, 2022 is between the City of Bend, an Oregon municipal corporation (City), and MWSH BEND BEAR CREEK LLC ("Owner(s)").

RECITALS

A. Owner owns five contiguous units of land (the "Property") identified in Exhibit A.

Owner has concurrently applied for a Site Plan Review, Tentative Land Division Plan and Waiver to Public Improvement Standards Reviews (Tentative Plan PLLD20210861, Site Plan PLSR20210866, and Waiver PLMISC20211043) for a property consolidation, a 176-unit multi-unit development, as well as a clubhouse and related amenities.

B. The Site Plan proposal (PLSR20210866), Tentative Plan proposal (PLLD20210861) and the Traffic Analysis Memo (PRTFR202105398) prepared in conjunction with the Site Plan Review and Tentative Plan proposals require the abutting rights-of-way to be improved per City standards, including the intersection of NE Bear Creek Road and NE Purcell Boulevard.

C. City is currently in the initial design phase of the Bear Creek Roundabout project, which is a City-funded project authorized by the 2020 GO Bond to construct a single-lane roundabout at the intersection of NE Bear Creek Road and NE Purcell Boulevard (the "Roundabout"). The Roundabout is identified as a project on the City's 5-year Capital Improvement Plan ("CIP"), which is a component of the near-term priorities in the City's 2020 Transportation System Plan ("TSP").

Non-Statutory Development Agreement
Bear Creek/Purcell RAB Project
PLLD20210861, PLSR20210866, PLMISC20211043
MWSH BEND BEAR CREEK, LLC
3425 Boone Rd SE
Salem, OR 97317

- D. City's future construction of the Roundabout will require removal of improvements that would be constructed by the development contemplated by Owner. City and Owner agree that aligning this public project with this private development benefits both parties by avoiding piecemeal right-of-way improvements, and consolidating traffic interruptions resulting from roundabout construction and similar improvements.
- E. For the purpose of this Agreement, Owner includes any successors in interest to all or a portion of the Property during the term of this Agreement.
- F. City's design of the Roundabout will require the dedication as right-of-way of certain areas on the southeastern corner of the Property as shown on Exhibit B.
- G. Owner intends to develop the Property and has applied for land use approvals with the City for 176-unit multi-unit development, as well as a clubhouse and related amenities (Tentative Plan PLLD20210861, Site Plan PLSPR20210866, and Waiver PLMISC20211043) (the "Land Use Applications").
- H. In connection with its land use approvals, Owner will be required to complete certain frontage improvements at and adjacent to the intersection of NE Bear Creek Avenue and NE Purcell Boulevard along the Property's frontage. Such frontage improvements include street, sidewalk, curb, and landscaping improvements as required by the City's Development Code (the "Frontage Improvements").
- I. Portions of the Bear Creek Roundabout Project fronting the Property are likely to be designed in 2022; however, Owner's development of the Property and completion of related conditions of approval is anticipated to precede the Roundabout construction.
- J. City staff saw an opportunity to partner the Roundabout improvement with Owner's proposed development and achieve benefits to both parties: to improve construction efficiencies and reduce impacts to the travelling public/surrounding community; to avoid safety concerns that may arise from multiple projects being constructed in close proximity by coordinating the timing and construction of the improvements and the Roundabout; and to save City costs related to acquisition of property for right-of-way purposes.
- K. Specifically, the City desires to design and construct the Frontage Improvements that would otherwise be the responsibility of Owner concurrently with the City's design and construction of the Roundabout Project. This avoids having to tear up the adjacent stretch of sidewalk and road. In return, Owner desires to dedicate

to the City the right-of-way needed to complete the Roundabout. Such efficiencies and costs savings will provide a benefit to the City and the public, as well as to Owner.

- L. Accordingly, City and Owner now desire to enter into this Agreement to allocate the development, timing, and financing responsibilities of each Party related to the Property and the Roundabout as further described in this Agreement.
- M. As a public project constructed at City cost, construction of the Roundabout does not involve the adoption, amendment or application of the Statewide Land Use Planning Goals, a comprehensive plan provision, or land use regulation.
- N. Although this Agreement specifies the mechanics of how Owner might meet certain conditions of its land use approval, it is not intended as a land use decision but rather as a contract between a public entity and private party setting out financial and timing responsibilities with regard to potential development.
- O. Owner remains responsible for obtaining all land use approvals and permits necessary for its development.
- P. This Agreement is not intended to authorize or control any particular uses of the Property. The uses, densities, and scope of the Property that will be developed in the city will be implemented in accordance with the requirements of the Bend Development Code.

TERMS OF AGREEMENT

I. City Obligations

a. Construct the Roundabout at NE Bear Creek and NE Purcell Boulevard

- i. City agrees to design and construct the Roundabout so as not to affect any proposed future setbacks by Owner as shown in the attached Exhibit B.
- ii. City acknowledges that to the extent Owner would be required to build the Roundabout and/or Frontage Improvements in connection with or as a condition of approval if its Land Use Applications, such condition(s) will be satisfied by this Agreement.
- iii. City's agreement to construct the Frontage Improvements is contingent on Owner's timely dedication (with the land division final

plat or within 30 days of written request of the City) of the right of way needed to complete the Roundabout as set forth in Section II.a. below.

b. NE Bear Creek Avenue Improvements

- i. City agrees to construct certain Frontage Improvements as depicted in Exhibit B in order to transition between a standard Arterial street-profile and the Roundabout at the intersection.
- ii. If Owner fails to dedicate the right-of-way required by Section II.a., Owner understands and agrees that Owner will be responsible for right of way improvements as conditioned under City files PLLD20210861, PLSPR20210866, and PLMISC20211043.

c. NE Purcell Boulevard Improvements

- i. City agrees to construct certain Frontage Improvements as depicted in Exhibit B for the transition between a standard Collector street-profile and the Roundabout at the intersection.
- ii. If Owner fails to dedicate the right-of-way required by Section II.a., Owner understands and agrees that Owner will be responsible for right of way improvements as conditioned under City files PLLD20210861, PLSPR20210866, and PLMISC20211043.

II. Owner Obligations

a. NE Bear Creek Road and NE Purcell Boulevard Intersection Right-of-Way Dedication Requirements

- i. Owner agrees to dedicate, at no cost to City, all required right-of-way under its ownership for construction of the Roundabout, free and clear of all encumbrances. The required right-of-way is shown in the attached Exhibit B, and must be conveyed within two years of the effective date of this agreement, or within 30 days of a written request of the City.
 - 1. Satisfaction of this obligation will void all aspects of conditions related to Purcell/Bear Creek intersection improvements on conditions 20, 22, and 54 imposed under City land-use approvals PLLD20210861, PLSPR20210866, and PLMISC20211043.

- ii. Owner agrees to waive certain rights associated with City's acquisition of the right-of-way necessary for construction of the Roundabout, as set forth in Section I. above, including but not limited to appraisal of the dedicated property.
- iii. City will prepare all necessary documentation and exhibits for right-of-way dedications and submit them to the Owner for signature. Owner agrees to execute and return right-of-way documents within fourteen (14) days of delivery by City.
- iv. If Owner does not provide right-of-way dedications within the time described in Section II.a.i., above, City has the right not to move forward with construction of the Frontage Improvements. If City chooses not to construct such Improvements, then Owner will be required to construct improvements pursuant to the conditions of approval imposed under City files PLLD20210861, PLSPR20210866, and PLMISC20211043.

b. NE Bear Creek Avenue Improvements

- i. Owner agrees to construct certain frontage improvements as shown in Exhibit C to facilitate the transition between the Roundabout and standard Arterial street profile.

c. NE Purcell Boulevard Improvements

- i. Owner agrees to construct certain frontage improvements as shown in Exhibit D to facilitate the transition between the Roundabout and standard Collector street profile.

III. General Provisions.

1. All exhibits and recitals are incorporated into this Agreement.

2. Default; Remedy

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

2.1.1 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

2.1.2 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.

2.2 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 either 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 the other Party, including without limitation the right to compel specific performance.

2.3 Mediation. Notwithstanding the forgoing, the Owner and City agree that either Party 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 the Parties. The Parties agree to exercise their best efforts in good faith to resolve all disputes in the mediation.

3. Amendment or Termination of Agreement. This Agreement may only be amended or terminated by the mutual consent of the Parties or their successors.

4. Miscellaneous Provisions.

4.1 Notice. A notice or communication under this Agreement by a 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

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

To: MWSH Bend Bear Creek, LLC
3425 Boone Rd SE
Salem, OR 97317

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

City of Bend
710 Northwest Wall Street
Bend, Oregon 97703

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

4.1.3 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.

4.1.4 Owner shall comply with all applicable provisions of the Bend Code.

4.2 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.

4.3 Effect of Recitals. The Recitals set forth above are the assumptions of the Parties and are incorporated as part of this Agreement.

4.4 Counterparts. This Agreement may be executed in 2 or more counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

4.5 Waivers.

4.5.1 No waiver made by a Party with respect to the performance, or manner, or time thereof of any obligation of the 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 the 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.

- 4.5.2 Owner know and understands its rights under *Dolan v. City of Tigard* and its progeny and by entering into this Agreement, Owner acknowledges that the required public improvements and right-of-way dedication are roughly proportional to the burden and demands on urban facilities and services that will result from development of the Property. This waiver does not apply to public improvements or payments not governed by this Agreement.
- 4.6 Attorney Fees. In the event of a suit, action, mediation, 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, mediator, or arbitrator at trial, mediation, 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.
- 4.7 Time of the Essence. Time is of the essence for this Agreement.
- 4.8 Choice of Law. This Agreement shall be interpreted under the laws of the State of Oregon.
- 4.9 Calculation of Time. All periods of time referred to in this Agreement 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.

- 4.10 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.
- 4.11 Severability. 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.
- 4.12 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.
- 4.13 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.
- 4.14 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."
- 4.15 Condition of City Obligations. 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.
- 4.16 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.
- 4.17 Enforced Delay, Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by a 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 Sections I and II upon the occurrence of any of the foregoing events also described in Section 4.17.

- 4.18 Other Necessary Acts. Each Party shall execute and deliver to the other all such further instruments and documents and take such additional acts as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of rights and privileges hereunder.
- 4.19 No Partnership. This Agreement does not create a partnership or joint venture between the Parties. Each Party is solely and independently responsible for its obligations under this Agreement.
- 4.20 Recording. The Owner shall cause this Agreement to be recorded in accordance with ORS 94.528.
- 4.21 Form of Agreement; Exhibits. This Agreement consists of **13** pages and **4** exhibits.

The exhibits are identified as follows:

- i. Exhibit A – Legal Descriptions
 - ii. Exhibit B – Intersection ROW Improvements & Dedication
 - iii. Exhibit C – ROW Improvements, Bear Creek Road
 - iv. Exhibit D – ROW Improvements, Purcell Boulevard
5. This agreement may be modified upon written agreement by both Parties.
6. This is a non-statutory development agreement and ORS Chapter 94 does not apply to this agreement.

Signatures to follow on subsequent pages.

DATED this 11 day of October, 2022

OWNER:

[Signature]
(Signature)

MWSH BEND BEAR CREEK, LLC

Owner

State of Oregon)

County of Marion)
~~Deschutes~~

This instrument was acknowledged before me on October 11, 2022 by

Kelley Hamilton as Owner.

[Signature]
Notary Public for Oregon
My commission expires 2-2-26



CITY OF BEND

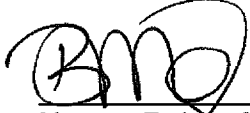

(Signature)

Eric King
City Manager

State of Oregon)
)
County of Deschutes)

This instrument was acknowledged before me on October 14, 2022

Eric King as City Manager of the City of Bend.
(name)


Notary Public for Oregon
My commission expires 10/24/2025

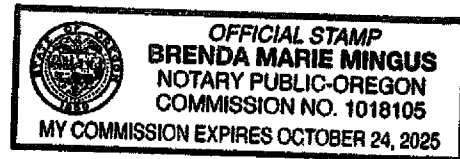


Exhibit A

TRACT 15 OF DON CARLOS ACRES DESCHUTES COUNTY, OREGON.

A PORTION OF TRACT 16, OF DON CARLOS ACRES, DESCHUTES COUNTY, OREGON, DESCRIBED AS FOLLOWS:

PARCEL I

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 16, DON CARLOS ACRES, WHICH POINT IS SOUTH 89°45'25" WEST, 541.49 FEET AND NORTH 00°13'50" WEST, 20.00 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4 SE1/4) OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND RUNNING THENCE NORTH 00°13'50" WEST, 151.15 FEET; THENCE SOUTH 89°59'05" WEST, 303.93 FEET; THENCE SOUTH 00°13'50" EAST, 152.43 FEET TO THE BEAR CREEK ROAD; THENCE 89°45'25" EAST, 303.93 FEET TO THE POINT OF BEGINNING.

PARCEL II:

THE SOUTH HALF (S1/2) OF THE FOLLOWING DESCRIBED PARCEL:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4 SE1/4) OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING A PART OF TRACT 16, DON CARLOS ACRES, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°13'50" WEST, 151.15 FEET FROM THE SOUTHEAST CORNER OF SAID TRACT 16; THENCE SOUTH 89°59'05" WEST, 303.93 FEET TO A POINT ON THE EASTERLY BOUNDARY OF DEAN SWIFT ROAD; THENCE NORTH 00°13'50" WEST, 152.52 FEET; THENCE NORTH 89°59'15" EAST, 303.93 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT 16; THENCE SOUTH 00°13'50" EAST, 152.52 FEET TO THE POINT OF BEGINNING.

TRACT 14, DON CARLOS ACRES, DESCHUTES COUNTY, OREGON.

EXCEPTING THEREFROM A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW 1/4 SE 1/4) OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, CITY OF BEND, DESCHUTES COUNTY, OREGON, BEING A PORTION OF THAT PARCEL DESCRIBED IN BARGAIN AND SALE DEED DATED OCTOBER

26, 1998 AND RECORDED IN VOLUME 519 AT PAGE 0513 OF OFFICIAL RECORDS OF SAID COUNTY, ALSO BEING A PORTION OF TRACT 14 OF THE DON CARLOS ACRES SUBDIVISION, FILED UNDER CS06935 IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

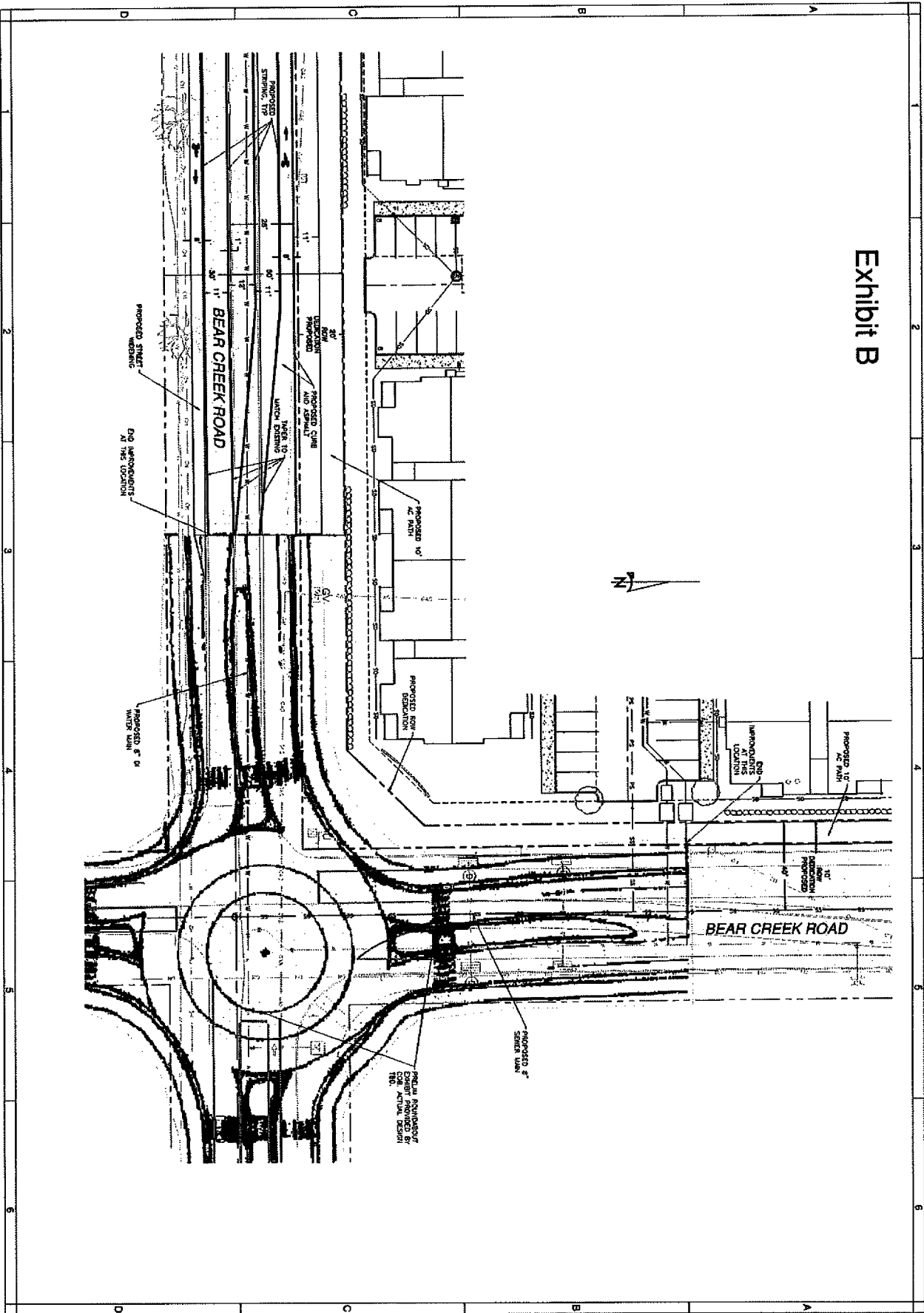
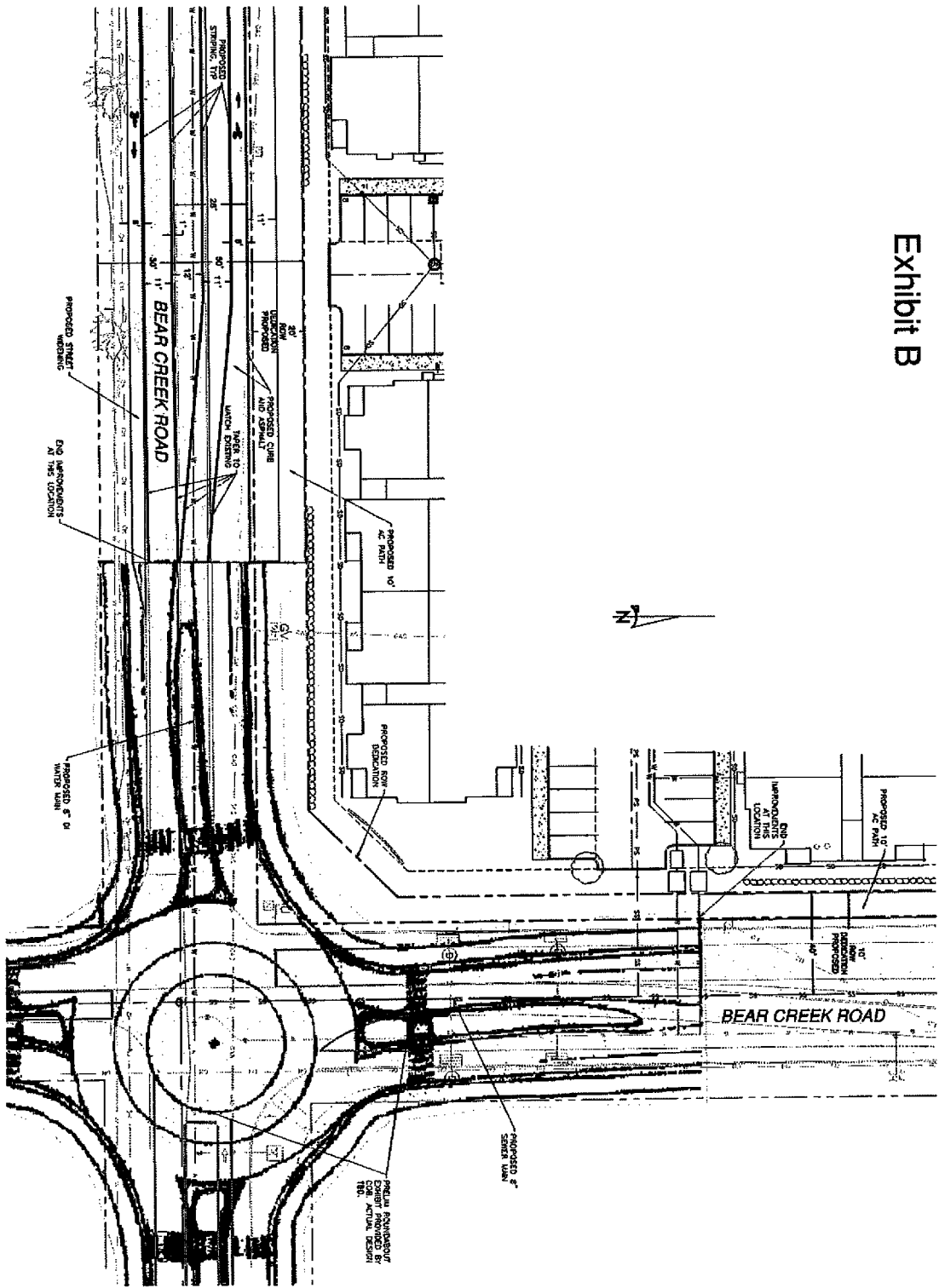
BEGINNING AT THE NORTHEASTERLY CORNER OF SAID TRACT 14; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TRACT SOUTH 00°35'10" EAST, 363.89 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF BEAR CREEK ROAD (60 FEET WIDE); THENCE LEAVING SAID EASTERLY LINE AND FOLLOWING THE SAID RIGHT OF WAY SOUTH 89°43'25" WEST, 30.00 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 00°35'10" WEST, 306.72 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 530 FEET, AN ARC DISTANCE OF 57.46 FEET, (CHORD BEARS NORTH 03°54'41" EAST, 57.43 FEET) TO THE NORTH LINE OF SAID TRACT; THENCE EASTERLY ALONG SAID NORTH LINE NORTH 89°58'02" EAST, 25.50 FEET TO THE POINT OF BEGINNING.

A PORTION OF TRACT 7 OF THE DON CARLOS ACRES SUBDIVISION, FILED UNDER CS06935 IN THE OFFICE OF THE DESCHUTES COUNTY SURVEYOR, OREGON, LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF BEND, COUNTY OF DESCHUTES, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 13; THENCE SOUTH 00° 12' 12" EAST ALONG THE EAST LINE OF SAID TRACT 13, 20.00 FEET TO THE TRUE POINT OF BEGINNING OF THE DESCRIPTION; THENCE NORTH 89° 59' 03" EAST ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF DON STREET, 30.00 FEET; THENCE NORTH 00° 12' 12" WEST ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT 7, 38.12 FEET TO THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN DEED RECORDED IN VOLUME 35, PAGE 184, DESCHUTES COUNTY RECORDS; THENCE SOUTH 66° 04' 37" EAST, 54.31 FEET; THENCE NORTH 69° 56' 16" EAST, 26.90 FEET; THENCE NORTH 27° 13' 16" EAST, 72.60 FEET TO A LINE WHICH LIES 220.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT 7, SAID POINT ALSO LYING 138.30 FEET EASTERLY ALONG SAID PARALLEL LINE FROM SAID WESTERLY LINE OF TRACT 7; THENCE NORTH 89° 59' 05" EAST ALONG SAID PARALLEL LINE, 198.75 FEET TO THE EASTERLY LINE OF SAID TRACT 7; THENCE SOUTH 00° 32' 04" EAST ALONG THE EASTERLY LINE OF SAID TRACT 7, 319.87 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 7; THENCE NORTH 89° 59' 11" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT 7, 338.90 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 7; THENCE NORTH 00° 12' 12" WEST ALONG THE WESTERLY LINE OF SAID TRACT 7, 229.64 FEET TO THE TRUE POINT OF BEGINNING.

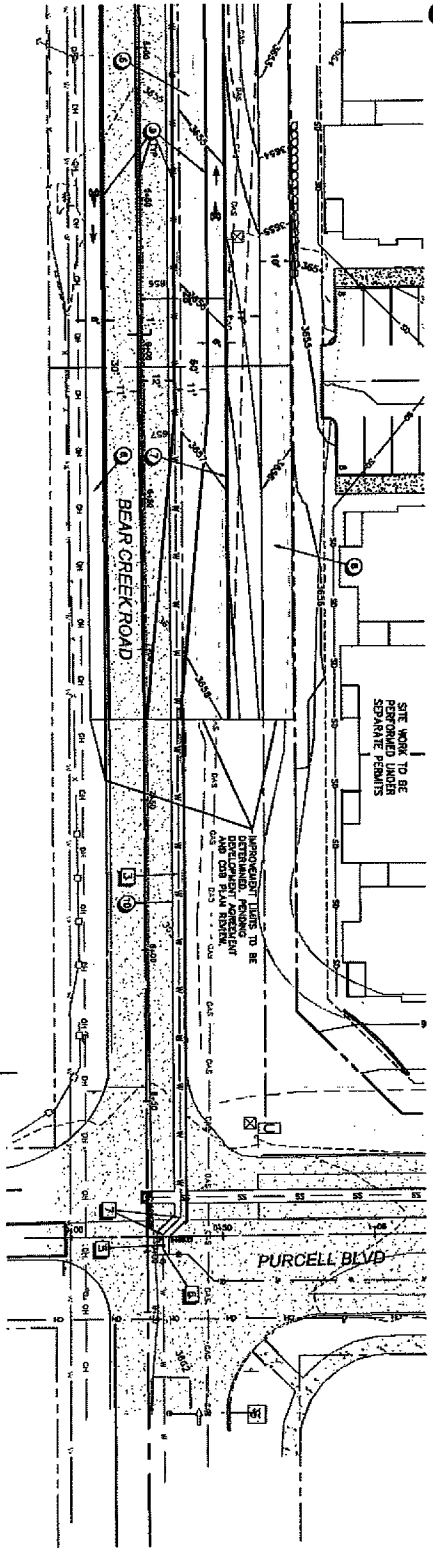
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF BEND IN WARRANTY DEED RECORDED APRIL 02, 2003 IN INSTRUMENT NO. 2003-21721.

Exhibit B



SHEET ROW 1 OF 1	DESIGNED BY: TFM DRAWN BY: TRMGR SCALE: 1"=20' DATE: 04/19/2022	BECON 333 SW MILL VIEW WAY SUITE 100 BEND, OREGON 97702 541.483-3149 www.becon.org	BONAVENTURE <i>Sector Planning</i> 3425 Bevere Rd SE Salem, Oregon 97317 Phone: (503) 366-5715 FAX: (503) 588-2531	BEAR CREEK APARTMENTS RESIDENTIAL DEVELOPMENT BEAR CREEK PURCELL INTERSECTION DESCHUTES COUNTY, OREGON	
	REVISIONS: 1. _____ 2. _____ 3. _____	PRELIMINARY			

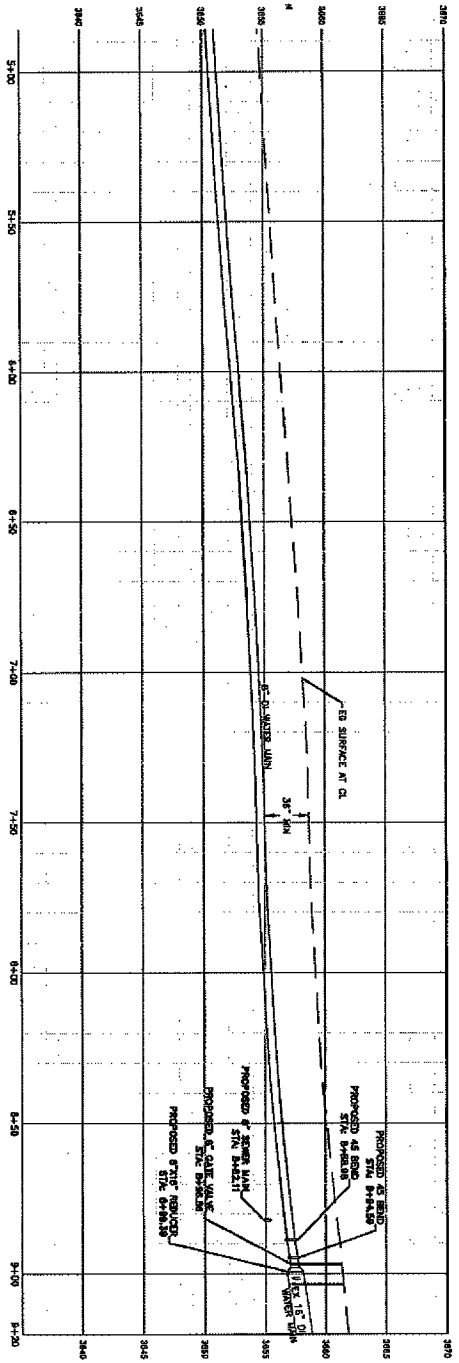
Exhibit C



- ROW NOTES**
- 1) ROAD EXISTING STREET PER SECTION SHOWN ON S.D.O.
 - 2) STANDARD 16" CURB WITH 7" REVEAL PER CDB STD ONE
 - 3) 1/2" HOT ASPHALT PAV. WITH 2" 44 OVER 4" COMPACTED GRAVEL PER CDB STD ONE R-14
 - 4) STRENGTH PLAN DESIGN TO BE COORDINATED WITH CDB
 - 5) CURBING PERMANENT REVIEW PROCEDURE
 - 6) REPAIR TRENCH AND SURFACE PER CDB STD ONE'S R-10 AND R-11

- WATER NOTES**
- 1) 4" IN WATER MAIN TO BE INSTALLED PER CDB STD ONE'S R-10, R-11, R-12, AND R-20
 - 2) 6" SATE VALVE TO BE INSTALLED PER CDB STANDARD ONE R-20
 - 3) CONNECTION TO BE MADE TO EXISTING 6" IN WATER MAIN. OTHER REDUCERS TO BE INSTALLED.
 - 4) 4" FEED TO BE INSTALLED.

BEAR CREEK ROAD PLAN VIEW
SCALE: 1"=40'



BEAR CREEK ROAD PROFILE VIEW
SCALE: HORIZ. 1"=40', VERT. 1"=5'

INFER PERMIT SET

DESIGNED BY: TRM
 DRAWN BY: BECON
 SCALE: 1"=20'
 FILE: 21120
 DATE: 08/12/2022

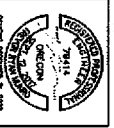
VP: [Signature]
 BECON
 549 SW HILL VIEW WAY
 SUITE 100
 BEND, OREGON 97702
 (503) 835-3140
 www.beconinc.com

BONAVENTURE
Senior Planning

3425 Boone Rd Ste
 Salem, Oregon 97317
 Phone: (503) 366-5715
 FAX: (503) 369-3531

**BEAR CREEK APARTMENTS
 RESIDENTIAL DEVELOPMENT**

BEAR CREEK ROAD PLAN & PROFILE 2
 DESCHUTES COUNTY, OREGON

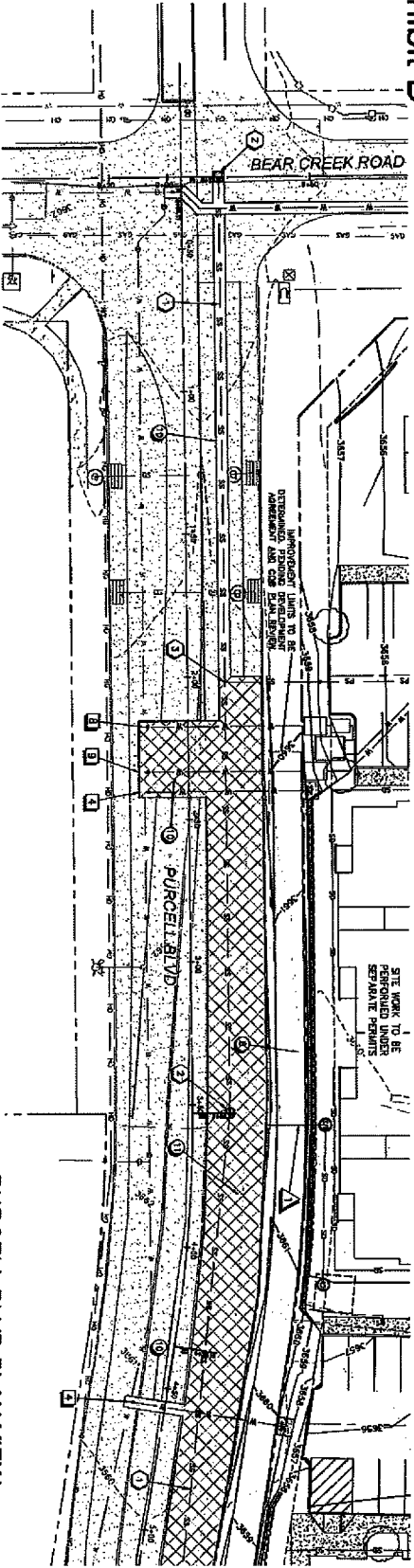


PERMIT FEES: _____

7 OF 17

C3.2

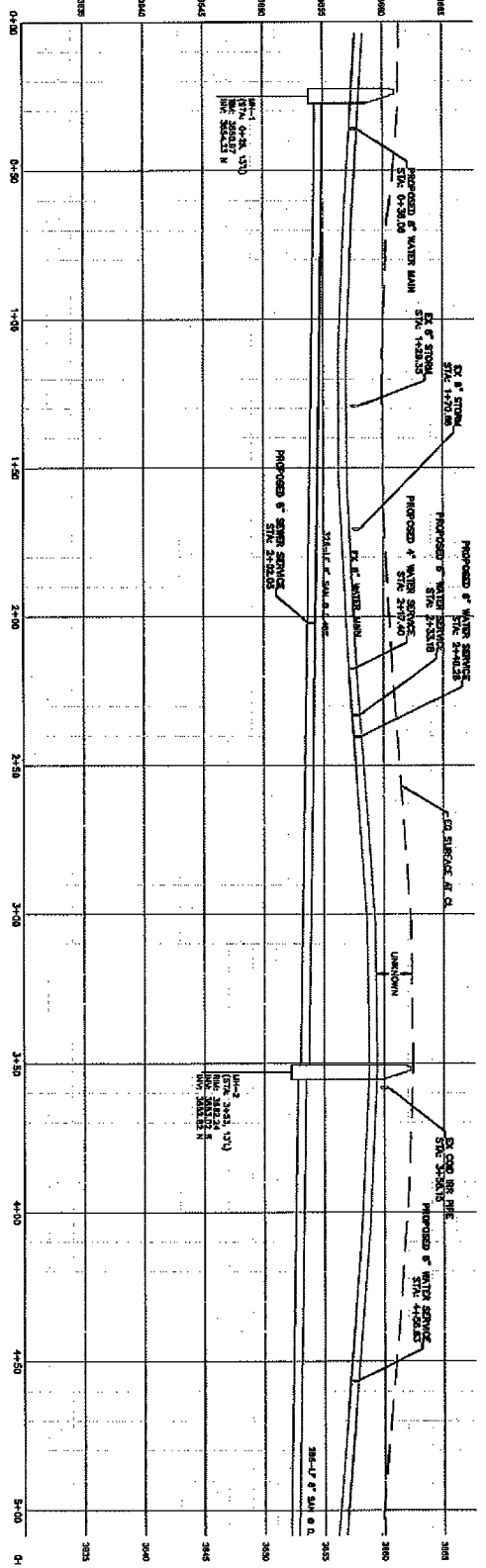
Exhibit D



PURCELL BLVD PLAN VIEW
SCALE: 1"=20'

- ROW NOTES**
- 1) IF THE ASPHALT PAVEMENT IS TO BE OVER 4" COMPACTED
 - 2) 12" RIB REINFORCED CONCRETE PER CGS STD DWG'S 3-10 AND 3-11
 - 3) 8" RIB REINFORCED CONCRETE PER CGS STD DWG'S 3-10 AND 3-11
 - 4) 6" RIB REINFORCED CONCRETE PER CGS STD DWG'S 3-10 AND 3-11
 - 5) 4" RIB REINFORCED CONCRETE PER CGS STD DWG'S 3-10 AND 3-11
- WATER NOTES**
- 1) PIPE MATERIAL TO BE INSTALLED PER CGS STANDARD DWG'S 3-10, 3-11, AND 3-12
 - 2) 8" WATER SERVICE TO BE INSTALLED PER CGS STD DWG'S 3-10, 3-11, 3-12, AND 3-20
 - 3) 6" WATER SERVICE TO BE INSTALLED PER CGS STD DWG'S 3-10, 3-11, 3-12, AND 3-20

- SEWER NOTES**
- 1) 12" PIPE SEWER MAIN PER CGS STD DWG'S 3-10, 3-11, AND 3-12
 - 2) STANDARD SEWER MANHOLE PER CGS STD DWG'S 3-20, 3-21, AND 3-22
 - 3) 8" SEWER SERVICE PER CGS STD DWG'S 3-10, 3-11, 3-20, AND 3-22
- UTILITY NOTES**
- 1) REFER TO REVISIONAL LATERAL REVISION PLAN ON THE SHIP DRAWING PLAN SET



PURCELL BLVD PROFILE VIEW
SCALE: HORIZ. 1"=40' VERT. 1"=5'

SHEET: C3.3 8 OF 17 INFR PERMIT SET	DESIGNED BY: TRM DRAWN BY: BECON SCALE: 1"=20' FILE: 21122 DATE: 08/12/2022	BECON 543 SW HILL VIEW WAY SUITE 100 SEASIDE, OREGON 97138 (503) 533-3448 www.becon.com	REVISIONS: 1. 2. 3.	BONAVENTURE <i>Soil & Rock Engineering</i> 3425 Boone Rd SE Salem, Oregon 97317 Phone: (503) 546-5715 FAX: (503) 586-5531	BEAR CREEK APARTMENTS RESIDENTIAL DEVELOPMENT PURCELL BLVD PLAN & PROFILE 1 DESCHUTES COUNTY, OREGON	
	NUMBER: PERMITS 8 OF 17	08/12/2022	BECON	1. 2. 3.	BONAVENTURE Soils & Rock Engineering	BEAR CREEK APARTMENTS RESIDENTIAL DEVELOPMENT PURCELL BLVD PLAN & PROFILE 1 DESCHUTES COUNTY, OREGON