

## ORDINANCE NO. NS - 2485

### AN ORDINANCE ANNEXING LAND IN THE NORTH TRIANGLE EXPANSION AREA FOR THE CARAWAY ANNEXATION, ASSIGNING A SIGN DISTRICT PER BDC 9.50.040.C., AND REQUESTING JURISDICTIONAL TRANSFER OF THE RIGHT OF WAY PER ORS 373.270.

#### Findings:

- A. Bend Development Code (BDC) Section 4.9.400A.3 provides for annexation of real property to the City when 100 percent of the property owners that represent more than half the assessed value of all real property in the contiguous territory proposed to be annexed consent to the annexation.
- B. The City received an application for annexation of the territory described on Exhibit B and depicted in Exhibit C (the "Area").
- C. One hundred percent of property owners within the Area have filed statements of consent to this annexation. There are four registered electors within the Area that are also property owners; therefore a majority of the electors in the Area have also consented to the annexation. ORS 222.125 has been satisfied, and the Area is eligible for annexation under state law without a vote of the electors of the City of Bend.
- D. Public notice for the City Council hearing was provided in accordance with the requirements of BDC 4.9.300.A.3, and BDC 4.1.423-4.1.425. On August 31, 2023, notice was mailed by the Planning Division to surrounding residents and owners of record of property within 750 feet of the subject properties, and to the Boyd Acres Neighborhood Association representative. Notice was also posted in four public places on August 31, 2023, and posted in The Bulletin on September 6, 2023, and September 13, 2023. On August 31, 2023, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at five locations, no more than 10 feet from adjacent rights of way.
- E. The City Council held a public hearing on September 20, 2023, to receive evidence and comments on the question of annexation.
- F. The Area is contiguous to the City limits of the City of Bend along the southern and eastern boundary of the properties within the Area.
- G. The developer and the City have reached agreement on a proposed Annexation Agreement that sets forth the obligations of the developer and the owners for the provision of urban infrastructure needed to serve the newly annexed area and other areas, attached as Exhibit A.
- H. Portions of Cooley Road, Loco Road, and NE Hunnell Road surrounding the Area are already under City jurisdiction and with this annexation, the remaining portions of these roads under the jurisdiction of the County should

be transferred to City jurisdiction for consistency and efficiency of administration. A portion of Hunnell Road (north of Loco Road), Berg Lane, and Crooked Rocks Road are unimproved and located within the Area. An application is pending before Deschutes County to vacate those roads that is anticipated to be completed prior to the effective date of this ordinance; therefore no transfer of jurisdiction of these roads within the Area is requested.

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


- Section 1. The territory described in Exhibit B and depicted in Exhibit C, is annexed to the City of Bend upon the effective date of the Annexation Agreement (Exhibit A).
- Section 2. The City Manager is authorized to execute the Annexation Agreement (Exhibit A) in substantially the form presented to Council.
- Section 3. In addition to the findings set forth above, the City Council adopts and incorporates the findings in Exhibit D.
- Section 4. On the date the annexation becomes effective, the UA District will cease to apply and the Zoning Map will be automatically updated in accordance with the Caraway Master Planned Development zoning scheme as adopted under PLSPD20230175 (Exhibit E).
- Section 5. On the date the annexation becomes effective, the Sign District Map will be automatically updated (Exhibit F).
- Section 6. The City, pursuant to ORS 373.270, requests that Deschutes County surrender to the City of Bend jurisdiction over those roads shown in Exhibit C on the exterior of the annexation area to the extent not already under City jurisdiction: Cooley Road, Loco Road, and NE Hunnell Road south of Loco Road.
- Section 7. If any provision, section, phrase or word of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

First Reading: September 20, 2023

Second reading and adoption by roll call vote: October 18, 2023

YES: Mayor Melanie Kebler  
Mayor Pro Tem Megan Perkins  
Councilor Barb Campbell  
Councilor Anthony Broadman  
Councilor Ariel Méndez  
Councilor Mike Riley  
Councilor Megan Norris

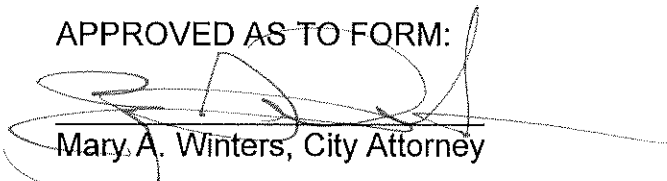
NO: none

  
\_\_\_\_\_  
Mayor Kebler

ATTEST:

  
\_\_\_\_\_  
Robyn Christie, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mary A. Winters, City Attorney





**After recording, return to:**

City of Bend  
Attn: Colin Stephens, CEDD Director  
710 NW Wall Street  
Bend, OR 97703

**Send Tax Statement to:**

Unchanged

**CARAWAY ANNEXATION AGREEMENT**

This Annexation Agreement (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the City of Bend, an Oregon municipal corporation (the “City”), Pahlisch Homes at North Triangle, LP, an Oregon limited partnership (“Pahlisch”), and the owners identified on **Exhibit A** (collectively, the “Owners”), who are the owners of record of the Property described in **Exhibit B** and depicted on **Exhibit C** (the “Property”) (known collectively as the “Parties”).

**PURPOSES**

The Purposes of this Agreement are set forth below and are intended to inform the Parties in the event of an ambiguity as to the Agreement’s provisions:

1. To memorialize the Agreement between the Parties for performance of certain requirements to develop the Property;
2. To assign responsibilities among the Parties for performance of certain requirements to develop the Property;
3. To memorialize the Agreement among the Parties on the allocation of financial responsibility for the public facilities and services that are necessary to serve the Property; and
4. To guarantee the City’s requirements for the provision of urban services to the Property.

**RECITALS**

A. The Owners intend to develop the Property pursuant to applicable provisions of the Bend Code (the “BC”), the Bend Development Code (the “BDC”), the Bend Comprehensive Plan (the “BCP”) and its elements, including the Bend Transportation System Plan (the “TSP”), and a City-approved Major Community Master Plan (the “MCMP”). The Property is within the City’s Urban Growth Boundary (the “UGB”) and is contiguous to the city limits at Cooley Road. Therefore, the Property is eligible for annexation to the City subject to BDC Chapter 4.9, “Annexations”.

B. The Owners intend to develop the residential components of the Property with a mix of single-unit and multi-unit housing, including affordable dwelling units, as required by BCP Policies 11-146 to 11-147 and commercial/retail, private and public open spaces, institutional, industrial and employment uses. This Agreement is predicated, in part, on an understanding between the City and the Owners that the Owners' anticipated development of the Property with the mix of uses described above will provide a "complete neighborhood."

C. The Property consists of approximately 153 acres located in the North Triangle Expansion Subarea (the "North Triangle") that is subject to the requirements and limitations of the BCP Specific Expansion Area Policies 11-142 through 11-151, including the requirement that development is subject to a MCMP approval under BDC Chapter 4.5, "Master Plans".

D. The Property is currently zoned Urbanizable Area ("UA") and is designated as Residential Standard ("RS"), Residential Medium Density ("RM"), and General Commercial ("GC"), Industrial Light ("IL") and Mixed Employment ("ME") on the acknowledged BCP Map. The MCMP includes a proposed amendment to the City's acknowledged land use regulations map (the BDC) to implement and reorganize these BCP designations.

E. On March 16, 2023, the Owners submitted a request to the City for approval of the MCMP (City File No. PLSPD20230175). Development of the Property consistent with the MCMP may be referred to as the "Caraway Project".

F. On March 16, 2023, the Owners submitted a request to the City to annex the Property to the City (City File No. PLANX20230176).

G. Annexation of the Property requires the Owners to prove that the approval criteria in BDC 4.9.600, "Approval Criteria", are satisfied, and to comply with other relevant requirements of BDC Chapter 4.9, "Annexations".

H. In order to satisfy the BDC 4.9.600 approval criteria and to satisfy the City's conditions for an affirmative decision to annex the Property, and in exchange for the obligations of the City set forth in Section 2 of this Agreement, the Owners agree to comply with all applicable requirements imposed in this Agreement and all other applicable City Codes, regulations, and standards applicable to development of the Property, including the MCMP. This Agreement is consistent with, and intended to implement, the BCP Specific Expansion Area Policies 11-142 through 11-151 and other applicable BCP policies.

I. The Owners have expressed an interest in potential amendments to certain sections of the BC and the BDC, including BC 2.20 (Reimbursement Districts), BC 12.10 (System Development Charges), and BDC Chapter 4. 7(Transportation Analysis), for the purpose of providing improved tools for infrastructure financing. The BC and BDC provide for discretionary processes to request legislative changes at BC 1.10.030 and BDC 4.1.520, respectively. The City and the Owners recognize that the Owners or

another party may request legislative changes under those processes but that the City has discretion in whether and how to process such requests and all decisions related to legislative changes are subject to consideration and decision by the City Council. No action or inaction on the part of City Council is implied or promised through this reference to these provisions of the BC.

J. The Owners have also expressed interest in an amendment to the City's Juniper Ridge Urban Renewal Area ("JRURA"), administered by the Bend Urban Renewal Agency ("BURA"). Expansion of an existing urban renewal area is subject to procedures under Oregon Revised Statutes ("ORS") Chapter 457 and the provisions of the Urban Renewal Plan for the JRURA. All decisions related to changes to the JRURA are the jurisdiction of BURA and/or the City Council and are not governed by this Agreement. No action or inaction is implied or promised through this reference to the JRURA.

## **AGREEMENT**

Based upon the Purposes and Recitals, which are incorporated herein as part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Obligation of Owners.** Consistent with the Purposes and Recitals, the Owners agree to perform the obligations of this Agreement and comply with and meet all applicable City codes, standards, and regulations, including the MCMP and Annexation criteria of approval. All exhibits attached to this Agreement are conceptual and nothing in this Agreement prohibits refinements or amendments to the approved MCMP to meet City standards as part of the required development applications.

2. **Major Community Master Plan (the "MCMP") Approval.** The Owners are seeking approval of the MCMP under BDC Chapter 4.5, "Master Plans", concurrent with approval of this Agreement and annexation of the Property. Nothing in this Agreement shall be construed to guarantee or imply any outcome of any decision by City Council or any other City body.

3. **Domestic Water.** In order to serve the Property consistent with BCP Specific Expansion Area Policies 11-142 through 11-151 and other applicable policies of the BCP and the BDC, the water system improvements identified on **Exhibit D** must be constructed by the Owners pursuant to the phasing and development schedule set forth in the approved MCMP. The Property is partly within the Avion Water Company Inc. ("Avion") service territory and partly within the City service territory and will be served by both Avion and the City within their respective service territories.

4. **Wastewater.** The Owners and the City acknowledge that the Owners will be required to construct certain wastewater collection infrastructure as more particularly set forth in the MCMP decision and expressly including the "North Interceptor Line".

4.1 **Wastewater System Reimbursement District.** The Owners have expressed interest in seeking to form a reimbursement district under BC Chapter 2.20, "Reimbursement Districts", to permit the Owners to obtain reimbursement from

benefitting property owners for the costs associated with wastewater collection infrastructure for which improvement or portion thereof SDC credits or reimbursement is not obtained. Creation of a reimbursement district, if any, will be governed by the provisions of the Bend Code and is not guaranteed by this Agreement.

**4.2 Interim Pump Station.** The Owners agree to dedicate a temporary easement to the City for the interim pump station on CG Lot 1 as shown on **Exhibit E** including necessary temporary access and construction easements, at no cost to the City, to allow construction of an interim pump station, required to be constructed by the Gateway North development. The temporary easement(s) shall be valid until the interim pump station is decommissioned. Owners are responsible for decommissioning the interim pump station when Owners connect the segment of the North Interceptor required under the MCMP approval to the segment of the North Interceptor being constructed by the Gateway North developers or when the North Interceptor is installed in Cooley Road to the westerly property line of the CG Lot 1. The Owners and the City agree to coordinate with the builder of the interim pump station to secure a properly sized sewer easement for the pump station's construction and the City's maintenance and access of the asset.

**4.3 Completion of the North Interceptor Line.** Owners must connect the Highland pump station (shown on **Exhibit E**) to the North Interceptor Line and direct flows from the Highland pump station to the North Interceptor Line. The Owners will not be responsible for the decommissioning of the Highland Pump station.

**4.4 Wastewater System SDC Credits.** The Owners and the City acknowledge that the Owners are required to construct certain wastewater collection infrastructure as more particularly set forth in the MCMP. As of the date Council is considering this Agreement, the North Interceptor Line wastewater collection infrastructure is included in the SDC Project List and is currently eligible for SDC Credits under BC 12.10.130. If any of the other wastewater collection infrastructure required under this Agreement and the MCMP are later included on any SDC Project List, or CIP, the Owners may apply for SDC Credits under BC 12.10.130 for any such improvements, subject to all times to the requirements of BC chapter 12.10 in effect at the time of application. Availability of SDC credits or reimbursement is subject to the applicable provisions of the Bend Code and SDC Project List in effect at the time of Owners' application, if any, for credits or reimbursement.

**5. Stormwater.** Unless otherwise approved and consistent with the MCMP, the Owners will hold all stormwater on the Property and develop the Property consistent with all applicable City requirements. The Owners will complete all on-site stormwater requirements as required by the MCMP approval and all subsequent development applications including site plan review under BDC 4.2, tentative subdivision plan approval under BDC 4.3.300, and final subdivision plat approval under BDC 4.3.400.

**6. Transportation.** In order to serve the Property consistent with adequate transportation facilities and to be consistent with applicable policies of the BCP and the BDC, together with the Oregon Transportation Planning Rule (the "TPR") OAR 660-012-

0060, the Owners will be required to construct certain transportation infrastructure as more particularly set forth in the MCMP, pursuant to the phasing and development schedule set forth in the MCMP (the “Transportation Projects”).

**6.1 Transportation System SDC Credits.** As of the date Council is considering this Agreement, one or more of the Transportation Project(s) are included in the SDC Project List and is currently eligible for SDC Credits under BC 12.10.130 (specifically, the roundabout required at the eastern intersection of Hunnell Road and Cooley Road). If any of the other Transportation Projects are later included on any SDC Project List, the Owners may apply for SDC Credits under BC 12.10.130 for any such improvements, subject at all times to the requirements of BC chapter 12.10 in effect at the time of application.

**6.2 Transportation System Reimbursement District.** The Owners have expressed interest in seeking to form a reimbursement district under BC Chapter 2.20, “Reimbursement Districts”, to permit the Owners to obtain reimbursement from benefitting property owners for the costs associated with a portion of the Non-SDC Projects. BC Chapter 2.20, “Reimbursement Districts”, allows creation of a reimbursement district following annexation. The Owners have the right to pursue creation of a reimbursement district under BC Chapter 2.20, “Reimbursement Districts”, when the Property or other properties proposed for inclusion in the reimbursement district have been annexed into City limits and is under the jurisdiction of the Bend Code. Creation of a reimbursement district, if any, will be governed by the provisions of the Bend Code and is not guaranteed by this Agreement.

**6.3 Transportation Planning Rule Compliance.** The Parties acknowledge that (i) the construction of the transportation improvements required under the MCMP and this Agreement will benefit multiple transportation modes and provide improvements to locations other than the affected facilities; and (ii) the system-wide benefits are sufficient to balance the significant effects identified in the Annexation Transportation Impact Analysis (the “TIA”), even though the improvements will not result in consistency for all performance standards. Attached as **Exhibits F-1 and F-2** are written statements of approval from the Oregon Department of Transportation (“ODOT”) (**Exhibit F-1**) and Deschutes County (the “County”) (**Exhibit F-2**) pursuant to OAR 660-012-0060(2)(e) acknowledging compliance with OAR Chapter 660, Division 12.

6.3.1 The Owners will mitigate the impacts of the MCMP development on State transportation facilities through the payments as set forth in the March 16, 2023, Analysis Memo — TFR Review, and the August 16, 2023, letter from ODOT to the City attached as **Exhibit F-1** and incorporated herein, in this Agreement.

**6.4 Dedication of Right-of-Way.** The Owners agree to dedicate sufficient right-of-way under the Owners' control to the City to accommodate the transportation improvements described above and to meet the minimum right-of-way widths required by BDC Chapter 3.4, or the MCMP, whichever controls.

**6.4.1 Condemnation by the City.** In the event that the Owners do not control sufficient right-of-way, or areas for temporary or permanent public easements (the “Easements”) to satisfy right-of-way obligations under BDC Chapter 3.4 and this Agreement (“Third-Party Rights-of-Way or Easements”), Owners agree to use their best efforts to obtain such Easements or Third-Party Rights-of-Way or Easements. In the event Owners cannot obtain such Third-Party Rights-of-Way or Easements through their best efforts, Owners may request that the City undertake the exercise of eminent domain in order to acquire such Third-Party Rights-of-Way or Public Easements, subject to adoption of a resolution by the City Council and entry into a Reimbursement Agreement, as described below.

**6.4.2 Right-of-Way Acquisition Reimbursement.** If the City elects to exercise its power of eminent domain to acquire any Third-party Rights-of-Way or Public Easements needed for the required improvements, the City’s out-of-pocket costs for acquiring the Third-Party Rights-of-Way or Public Easements shall be reimbursed by the Owners. Such costs shall include consideration paid for the property, costs for City staff time spent on the condemnation effort, 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 Rights-of-Way or Easement acquisition efforts. The City and the Owners will use good faith efforts to negotiate and enter into a Reimbursement Agreement governing the above reimbursement obligations of Owners. The City will not commence any Third-Party Rights-of-Way or Easements acquisition efforts until the Reimbursement Agreement is executed and effective and Council has approved a resolution authorizing condemnation.

**6.5 Transportation SDC Credits for Third Party Acquisition Costs.** In the event that the Owners must acquire Third-Party Rights-of-Way or Easements or must reimburse the City for its acquisition of Third-Party Rights-of-Way or Easements for projects that are on the Transportation SDC list at the time of Owners’ application for credits, the Owners and City agree that Owners may be entitled to Transportation SDC credits for its costs, subject to the applicable methodology and provisions of the BC Chapter 12.10

**7. Obligations of the City.** Consistent with the above recitals, the City agrees to:

7.1 Conduct a timely review, process and issue a final decision on the Property’s annexation application into the City.

7.2 Conduct a timely review, process and issue a final decision on the MCMP application.

7.3 The Owners acknowledge that the City Council cannot prospectively agree to any specific outcomes, including but not limited to, the annexation application, the MCMP application or subsequent development applications, amendments to any

SDC project list, amendments to the BC or any other action relating to reimbursement districts, or amendments to the JRURA.

8. **Covenant Running with the Land.** It is the intention of the Parties that the terms and obligations of this Agreement are necessary for the annexation and development of the Property and as such will run with the Property and will be binding upon the heirs, executors, assigns, administrators, and successors of the Parties and are construed to be a benefit and burden upon the Property. This Agreement must be recorded with the Deschutes County upon execution. Execution and recording of this agreement are preconditions to the annexation of the Property into the City. These covenants will expire for each portion of the Property upon recording of a final plat for that portion of the Property under the MCMP and completion of the improvements set forth in Section 3 through 7 above and the mitigation set forth in Section 6.3.1 above as each relate to the particular phase. The Parties will execute and record any document necessary to release such covenants at such time for any particular phase.

9. **Limitations on Developments.** Upon annexation, the Owners agree that no portion of the Property may be developed prior to the City's final decision and effective date of the MCMP. Development of the Property under the approved MCMP shall be subject to additional land use, limited land use, expedited land use divisions or property line adjustments and permit approvals as provided for in the BDC.

10. **Mutual Cooperation and Good Faith.** The City and the Owners will endeavor to cooperate with each other in good faith in implementing the terms of this Agreement.

11. **Modification of Agreement.** This Agreement may be modified only in writing upon mutual agreement of all Parties. This Agreement may not be modified such that urban facilities and services are not provided in a timely manner to the Property.

12. **Notices.** Written notices required under this Agreement shall be provided to the Parties as follows:

**To Owners:** Mike Morse, Senior Director of Land  
Pahlisch Homes, Inc.  
210 SW Wilson Ave. Suite 100  
Bend, OR 97702

**To City:** Eric King, City Manager  
City of Bend  
710 NW Wall Street  
Bend, OR 97703

**With a copy to:** City Attorney  
City of Bend  
710 NW Wall Street  
Bend, OR 97703

13. **Land Use Approval.** Except as set forth in **Section 15**, below, nothing in this Agreement is to be construed as waiving any requirements of the BC, the BDC or the BCP provisions which may be applicable to the use and development of the Property. Nothing in this Agreement is to be construed as the City providing, or agreeing to provide, approval of any building, land use, or other development application or grading permit application.

14. **Exactions.** The Owners know and understand their rights under relevant law, including *Dolan v. City of Tigard* and its progeny. By entering into this Agreement, the Owners waive any requirement that the City demonstrate that the public improvements and other obligations imposed on the Owners in this Agreement, or the MCMP, are “roughly proportional” to the burdens and demands placed upon the urban facilities and services by the development of the Property. The Owners acknowledge that the requirements and obligations of the Owners, 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 Property.

15. **Invalidity.** If any provision of this Agreement is deemed unenforceable or invalid, such enforceability or invalidity will not affect the enforceability or validity of any other provision of this Agreement.

16. **State Law.** The validity, meaning, enforceability and effect of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Oregon (the “State”).

17. **Effective Date.** This Agreement will become effective upon authorized signatures by the Parties, approval of the annexation by the Bend City Council and expiration of all applicable appeal periods, or when the City’s approval of the annexation becomes final.



**IN WITNESS WHEREOF**, the Parties have signed this Agreement below.

**PAHLISCH:**

\_\_\_\_\_  
Mike Morse, Senior Director of Land  
Pahlisch Homes, Inc.

STATE OF OREGON       )  
                                  )ss.  
County of Deschutes     )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Mike Morse, the Senior Director of Land for Pahlisch Homes, Inc.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

**OWNERS:**

\_\_\_\_\_  
Ryan Bell

STATE OF OREGON       )  
                                      )ss.  
County of Deschutes       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Ryan Bell.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

\_\_\_\_\_  
Lisa L. Mack

STATE OF OREGON       )  
                                      )ss.  
County of Deschutes       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Lisa Mack.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

\_\_\_\_\_  
Jelinda S. Carpenter, Trustee  
Jelinda S. Carpenter Survivors Trust

STATE OF OREGON       )  
                                      )ss.  
County of Deschutes       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Jelinda S. Carpenter as Trustee of the Jelinda S. Carpenter Survivors Trust.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

\_\_\_\_\_  
John B. McGilvary, Trustee  
John B. McGilvary Revocable Living Trust

STATE OF OREGON       )  
  )ss.  
County of Deschutes       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by John B. McGilvary as Trustee of the John B. McGilvary Revocable Living  
Trust.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

\_\_\_\_\_  
Stassi Cram, President  
Reorganized Church of Jesus  
Christ of Latter Day Saints

STATE OF OREGON       )  
  )ss.  
County of Deschutes       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Stassi Cramm as President of Reorganized Church of Jesus Christ of Latter  
Day Saints.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

\_\_\_\_\_  
Tammy K. Lamb, Manager  
Kudo Investments, LLC

STATE OF OREGON       )  
  )ss.  
County of Deschutes       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Tammy K. Lamb as Manager of Kudo Investments, LLC.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

\_\_\_\_\_  
Joshua Gallagher

STATE OF OREGON       )  
                                      )ss.  
County of Deschutes       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Joshua Gallagher.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

\_\_\_\_\_  
Tamara Gallagher

STATE OF OREGON       )  
                                      )ss.  
County of Deschutes       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Tamara Gallagher.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

\_\_\_\_\_  
Robert Gallagher

STATE OF OREGON       )  
                                      )ss.  
County of Deschutes       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Robert Gallagher.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

**CITY OF BEND**

\_\_\_\_\_  
Eric King, City Manager

STATE OF OREGON       )  
                                  )ss.  
County of Deschutes     )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Eric King, City Manager of the City of Bend.

\_\_\_\_\_  
NOTARY PUBLIC FOR: OREGON

## **AGREEMENT EXHIBITS**

|                    |   |
|--------------------|---|
| <b>Exhibit A</b>   | List of Property Owners                                       |
| <b>Exhibit B</b>   | Property Legal Description                                    |
| <b>Exhibit C</b>   | Property Depiction  |
| <b>Exhibit D</b>   | Domestic Water System Improvements                            |
| <b>Exhibit E</b>   | Pump Stations   |
| <b>Exhibit F-1</b> | ODOT Transportation Planning Rule Approval Letter             |
| <b>Exhibit F-2</b> | Deschutes County Transportation Planning Rule Approval Letter |

**Exhibit A**  
List of Property Owners

|  |                               |
|--|-------------------------------|
| Pahlisch Homes at North Triangle, LLC                                      | 171208D000101                 |
| Ryan Bell and Lisa L Mack.   | 171208D000100                 |
| Survivors Trust Etal c/o Jelinda S.<br>Carpenter & John B. McGilvary       | 171209C000100 & 171209D000093 |
| Kudo Investments c/o Tammy Lamb  | 171209C000200                 |
| Reorganized Church of Jesus Christ of<br>Latter Day Saints c/o Mark Petrie | 171208D000102                 |
| Joshua C. Gallagher  | 171208D000201                 |
| Robert and Tamara Gallager   | 171208D000202                 |

**Exhibit B**  
**Property Legal Description**



AKS ENGINEERING & FORESTRY, LLC  
2777 NW Lolo Drive, Suite 150, Bend, OR 97703  
P: (541) 317-8429 | www.aks-eng.com

AKS Job #8553

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

**EXHIBIT B**  
**CITY OF BEND ANNEXATION**

Parcels 2 and 3 of Partition Plat 1993-62, other lands, and road rights-of-way located in the Southeast Quarter of Section 8, the Southwest Quarter of Section 9, and the Northwest Quarter of the Southeast Quarter of Section 9, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Beginning at the southeast corner of said Section 8; thence along the southerly line of said Section 8, South 89°58'28" West 399.68 feet to the easterly line of the lands described in Volume 201, Page 1645, recorded January 29, 1990, Deschutes County Official Records; thence along said easterly line, North 00°01'34" East 597.37 feet to the easterly line of the lands described in Volume 201, Page 1644, recorded January 29, 1990, Deschutes County Official Records; thence along said easterly line, North 00°03'03" West 659.34 feet to the northerly line of said Volume 201, Page 1644; thence along said northerly line, South 70°46'47" West 46.96 feet to the southerly line of Parcel 3 of Partition Plat 1993-62, recorded December 3, 1993, as Instrument Number 1993-043317, Deschutes County Official Records; thence along said southerly line, South 71°25'55" West 924.47 feet to the westerly boundary of said Partition Plat 1993-62; thence along said westerly boundary, North 00°01'20" East 1199.11 feet to the westerly prolongation of the southerly line of Parcel 1 of said Partition Plat 1993-62; thence along said prolongation and said southerly line, South 89°59'42" East 876.68 feet to the easterly line of said Parcel 1; thence along said easterly line, North 00°03'02" East 496.66 feet to the north line of said Southeast Quarter of Section 8; thence along said north line, North 89°58'30" East 445.20 feet to the Quarter corner common to said Sections 8 and 9; thence along the north line of said Southwest Quarter of Section 9, North 89°35'12" East 2620.95 feet to the Center Quarter corner of said Section 9, being a scribed 'X' in stone outcrop, also being the northwest corner of the lands described as Parcel 2 of Instrument Number 2020-01341, recorded January 10, 2020, Deschutes County Official Records; thence along the northerly line of said Parcel 2, North 89°48'36" East 7.77 feet to the westerly line of the lands described as Parcel 5 of Instrument Number 2020-71618, recorded December 31, 2020, Deschutes County Official Records; thence along said westerly line, South 00°17'53" East 18.05 feet to the southerly line of said Parcel 5; thence along said southerly line of Parcel 5, South 89°57'27" East 87.13 feet to the easterly line of Parcel 2 of said Instrument Number 2020-01341; thence along said easterly line, South 00°28'03" East 121.53 feet to the westerly right-of-way line of Clausen Drive; thence along said westerly right-of-way line on the following courses: South 19°23'07" West 1178.55 feet; thence along a curve to the right with a Radius of 232.47 feet, Central Angle of 17°21'33", an Arc Length of 70.43 feet, and a Chord of South 28°03'54" West 70.16 feet; thence South 36°44'40" West 22.58 feet to the northerly line of the Southeast Quarter of the Southwest Quarter of said Section 9; thence along said northerly line, South 89°46'41" West 963.85 feet to the westerly line of said Southeast Quarter of the Southwest Quarter of Section 9; thence along said westerly line, South 00°12'40" East 1325.65 feet to the southerly line of said Section 9; thence along said southerly line, South 89°58'03" West 1322.31 feet to the Point of Beginning.



EXCEPTING THEREFROM:

The lands described in Instrument Number 2012-08626, recorded March 12, 2012, Deschutes County Official Records, more particularly described as follows:

Commencing at the Southwest corner of said Section 9, thence along the south line of said Section 9, North 89°58'03" East 463.18 feet to the southerly prolongation of the easterly right-of-way line of Berg Lane; thence along said southerly prolongation, North 00°02'12" East 41.43 feet to the northerly right-of-way line of Cooley Road (varying in width from centerline), and the Second Point of Beginning; thence continuing along said easterly right-of-way line of Berg Lane (30.00 feet from centerline), North 00°02'12" East 555.29 feet to the southerly line of the lands described in Instrument Number 2022-5406, recorded February 7, 2022, Deschutes County Official Records; thence along said southerly line, North 89°59'26" East 819.01 feet to the westerly right-of-way line of Hunnell Road (30.00 feet from centerline); thence along said westerly right-of-way line on the following courses: along a curve to the right with a Radius of 5699.58 feet (Radius Point bears South 86°50'51" West), a Central Angle of 2°56'09", an Arc Length of 292.03 feet, and a Chord of South 01°41'05" East 292.00 feet; thence South 00°13'01" East 233.29 feet; thence South 43°50'32" West 13.62 feet to said northerly right-of-way line of Cooley Road; thence along said northerly right-of-way line, South 88°34'18" West 819.65 feet to the Point of Beginning.

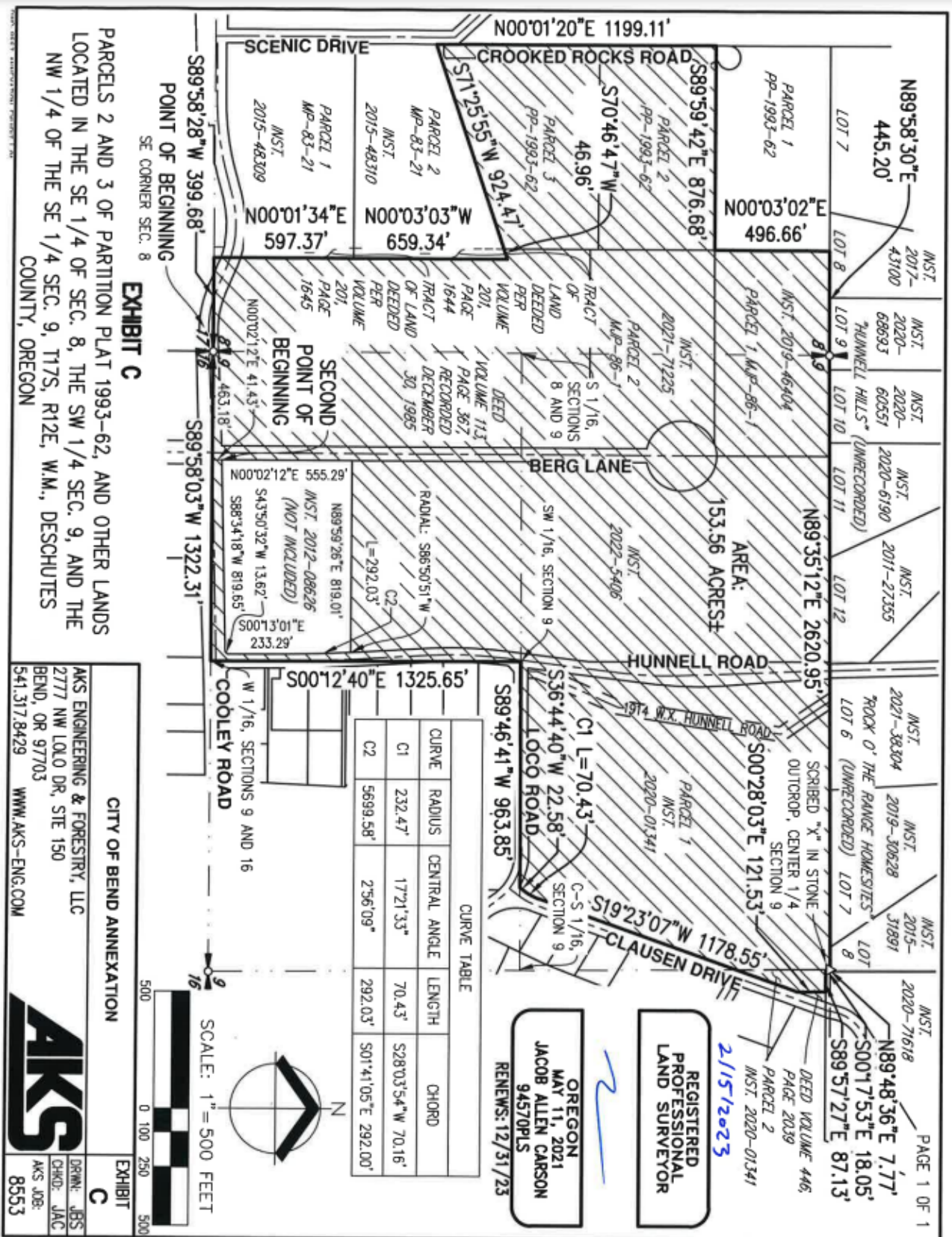
The above described tract of land contains 153.56 acres, more or less.

The basis of bearings for this description are based on Deschutes County Survey 20962, filed November 4, 2022.



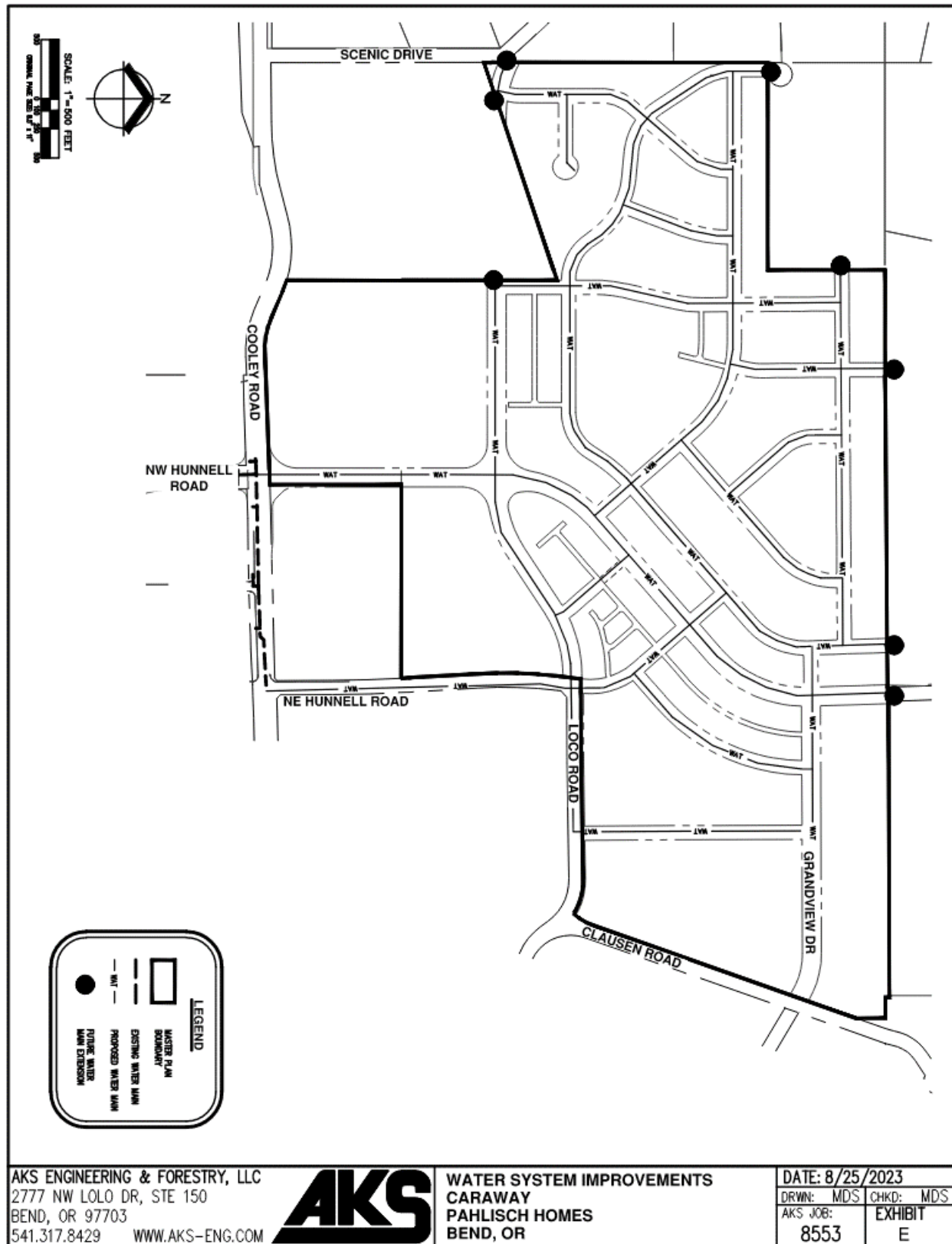
## Exhibit C

### Property Depiction

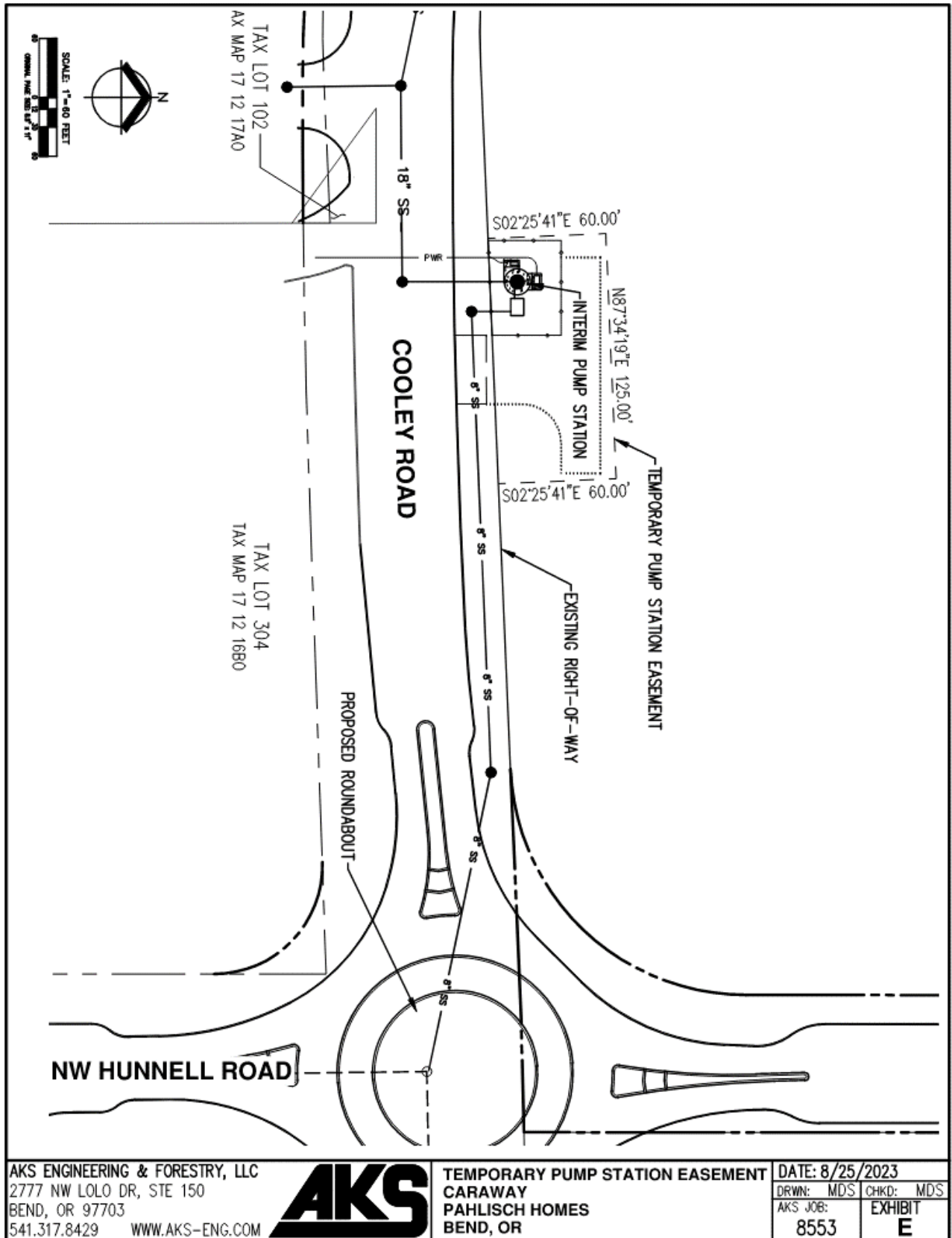


# Exhibit D

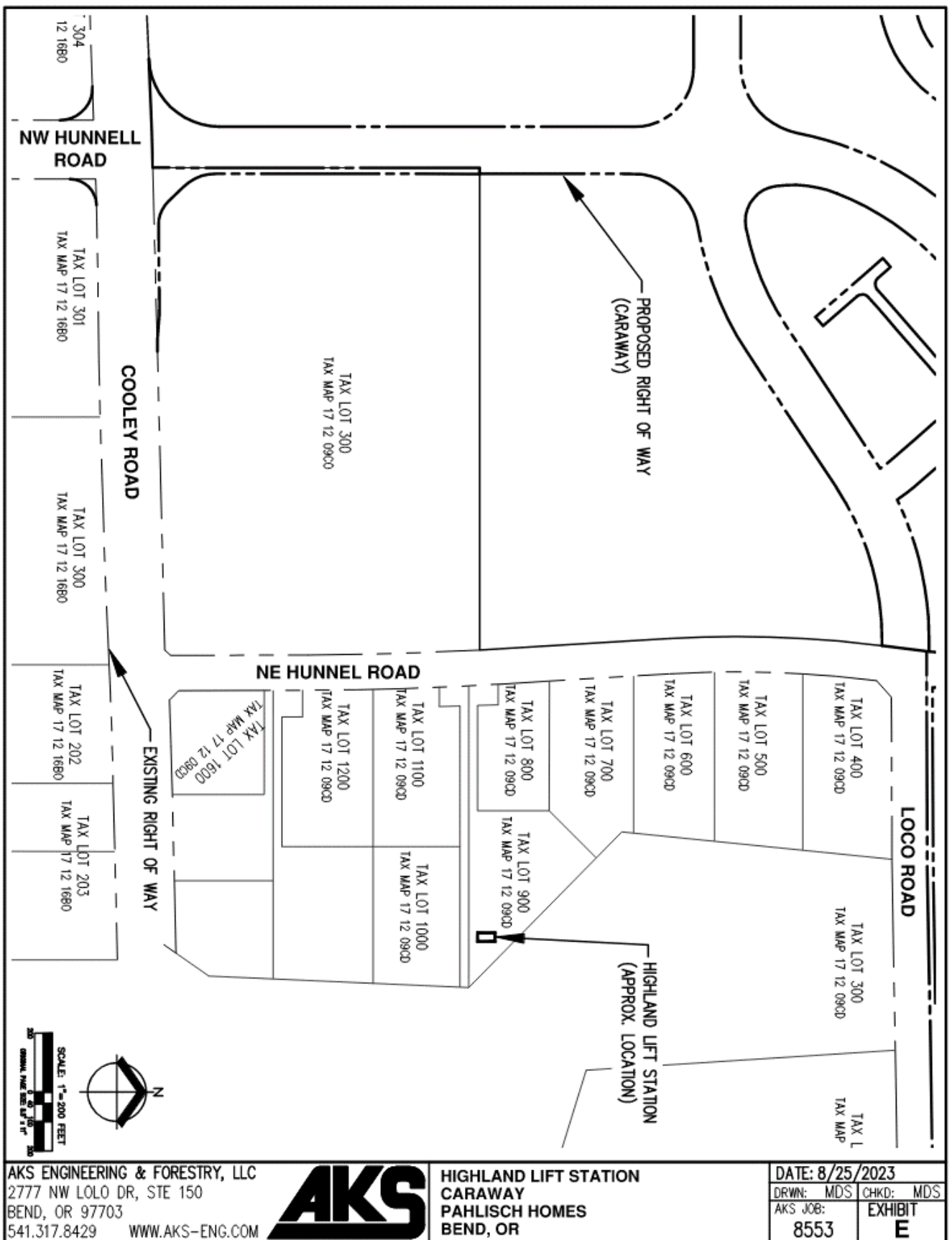
## Water System Improvements



# Exhibit E Pump Stations







# Exhibit F-1

## ODOT Transportation Planning Rule Approval Letter



**Oregon**

Tina Kotek, Governor

### Department of Transportation

Region 4 Headquarters

63055 N. Highway 97, Bldg. K

Bend, OR 97703

Phone: (541) 388-6180

Fax: (541) 388-6231

August 16, 2023

Eric King  
City Manager  
City of Bend  
710 NW Wall Street  
Bend, OR 97703

### Subject: Caraway Subdivision Transportation Planning Rule (TPR) Compliance

Dear Mr. King:

As a representative of the Oregon Department of Transportation (ODOT), I am providing this letter which outlines our position regarding TPR compliance for the proposed Caraway Subdivision. The Caraway Subdivision comprises a significant portion of the North Triangle UGB expansion area. Based upon the Transportation Impact Analysis (TIA, November 2022) and Traffic Analysis Memo (May 26, 2023), both provided by Transight Consulting, we agree with you (the City) that certain locations under ODOT jurisdiction will be significantly affected by traffic associated with the buildout of the Caraway Subdivision.

I understand that representatives from ODOT, City, and the developer of Caraway, Pahlisch Homes Inc., have agreed on a suite of potential projects, on both the State and City transportation systems, that would provide appropriate mitigation for the Caraway impacts. The proposed projects and the developer's proportionate share for its impacts to ODOT transportation facilities are as follows:

| Location   | Improvement   | Estimated Cost | Estimated Caraway Share |
|--|---|----------------|-------------------------|
| Empire Avenue (3 <sup>rd</sup> Street/US 20 to US 97 NB and SB Ramps)  | Specific improvements are to be determined and may include, but shall not be limited to, corridor widening, signal replacement at 3 <sup>rd</sup> , signalization of the SB US 97 on-ramp, and widening of the NB US 97 off-ramp. | \$15,000,000   | \$1,118,731.25          |
| US 20 & Cooley Road  | Future right-turn auxiliary widening.   | \$1,500,000    | \$141,548.81            |
| US 20 & Robal Lane   | Future right-turn auxiliary lane widening.  | \$1,500,000    | \$47,917.65             |
| Total Mitigation Cost  |   |                | \$1,308,197.71          |
| <b>Mitigation Cost per Caraway PM Peak Hour Trip</b><br>(Based on 1,451 net new weekday PM Peak Hour Trips from Caraway portion of overall North Triangle UGB Lands) |   |                | <b>\$901.58/PM Trip</b> |

Table 1: Mitigation Summary Table

I also understand that, following additional discussion, representatives of ODOT, City, and Pahlisch agree to pool and direct the mitigation total identified in Table 1 toward improvements along the Empire Avenue corridor (including the US 97 ramp terminals). This includes an expectation that we, ODOT and City, will continue working cooperatively to pursue funding to ensure completion of the above projects by the planning horizon year of 2040. Sources of funding may include SDCs, state highway funds, federal funds, development fees, and other sources.

With our joint commitment to work together to fully fund these improvements, we at ODOT consider the system-wide benefit of the proposed mitigation is sufficient to balance the significant effects generated by the buildout of the Caraway Subdivision, consistent with TPR subsection OAR 660-012-0060(2)(e)(A).

Sincerely,

  
[Gary FARNSWORTH \(Aug 17, 2023 06:42 PDT\)](#)

Gary Farnsworth  
ODOT Region 4 Manager

Cc: Chris Henningsen  
Karen Swenson  
Mike Robinson  
Joey Shearer  
Russ Grayson  
Bob Townsend

## Exhibit F-2

### Deschutes County Transportation Planning Rule Approval Letter

**From:** Tarik Rawlings <Tarik.Rawlings@deschutes.org>  
**Date:** August 24, 2023 at 12:02:10 PM PDT  
**To:** Joe Bessman <Joe@transightconsulting.com>  
**Cc:** Peter Russell <Peter.Russell@deschutes.org>, Cody Smith <Cody.Smith@deschutes.org>  
**Subject:** Deschutes County TIA Response: Caraway North Triangle Master Plan Transportation Element

Joe,

Thank you for the opportunity to review your Traffic Impact Analysis dated November 2022 for Goal 12/TPR compliance related to the **Caraway North Triangle Master Plan Transportation Element**. The proposal identifies the following project aspects that pertain to County roads:

### HUNNELL RD EXTENSION

**DESCHUTES COUNTY**

Gated Loco Road to Scenic Drive connection until completion of the Loco Street collector east to Hunnell Road. Gated connection prevents increased traffic using the existing Scenic Drive connection to Cooley Road. Reconfigure intersection with Scenic as through route to Loco.

Scenic Drive's proximity to the new Cooley Rd roundabout conflicts with queue storage areas. Recommend restrictions to right-in, right-out only, following completion of Hunnell Rd/ Cooley Rd roundabout and Loco connection back to Hunnell.

Deschutes County is extending Hunnell Road from Tumalo Road to Loco Road (to County standards) as a match to the ODOT INFRA project. Realignment of southern portion of road within UGB will be required with Caraway.

### SCENIC DRIVE - LOCO

WITH COMPLETE STREET  
NO SDC CREDIT

### SCENIC DR RESTRICTIONS

WITH ALTERNATE ROUTE  
PARTIAL SDC CREDIT

<!--[if !vml]-->

Additionally, the proposal identifies further details associated with Phase 9 and gate implementation on Scenic Drive:

<!--[endif]-->



*Phase 9*

*· Provide an emergency-only gated connection to Scenic Drive. Connection to remain gated until the Loco Road*

*extension to Hunnell Road is complete.*

*· Upon completion of the Loco Road connection, Scenic Drive/Cooley Road should be limited to right-in, rightout,*

*and the Scenic Drive/LoCo Road intersection should be modified to support east-west travel as the through*

*route.*

Staff agrees with the recommended mitigations that pertain to County Roads, as reviewed and acknowledged by the Deschutes County Road Department and County Engineer. Further, staff agrees with the methodology, findings, and conclusions included in the TIA.

Staff finds the TIA complies with the Transportation Planning Rule (TPR) outlined in OAR 660-012.

Thank you and feel free to reach out if you have any questions.

Best,



**Tarik Rawlings | Senior Transportation Planner**

**Deschutes County Community Development**

117 NW Lafayette Ave | Bend, Oregon 97703

Tel: (541) 317-3148 | [www.deschutes.org/cd](http://www.deschutes.org/cd)



Let us know how we're doing: [Customer Feedback Survey](#)

*Disclaimer: Please note that the information in this email is an informal statement made in accordance with DCC 22.20.005 and shall not be deemed to constitute final County action effecting a change in the status of a person's property or conferring any rights, including any reliance rights, on any person*



## EXHIBIT B

### CITY OF BEND ANNEXATION

Parcels 2 and 3 of Partition Plat 1993-62, other lands, and road rights-of-way located in the Southeast Quarter of Section 8, the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

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Section 9; thence along said northerly line, South 89°46'41" West 963.85 feet to the westerly line of said Southeast Quarter of the Southwest Quarter of Section 9; thence along said westerly line, South 00°12'40" East 1325.65 feet to the southerly line of said Section 9; thence along said southerly line, South 89°58'03" West 1322.31 feet to the Point of Beginning.

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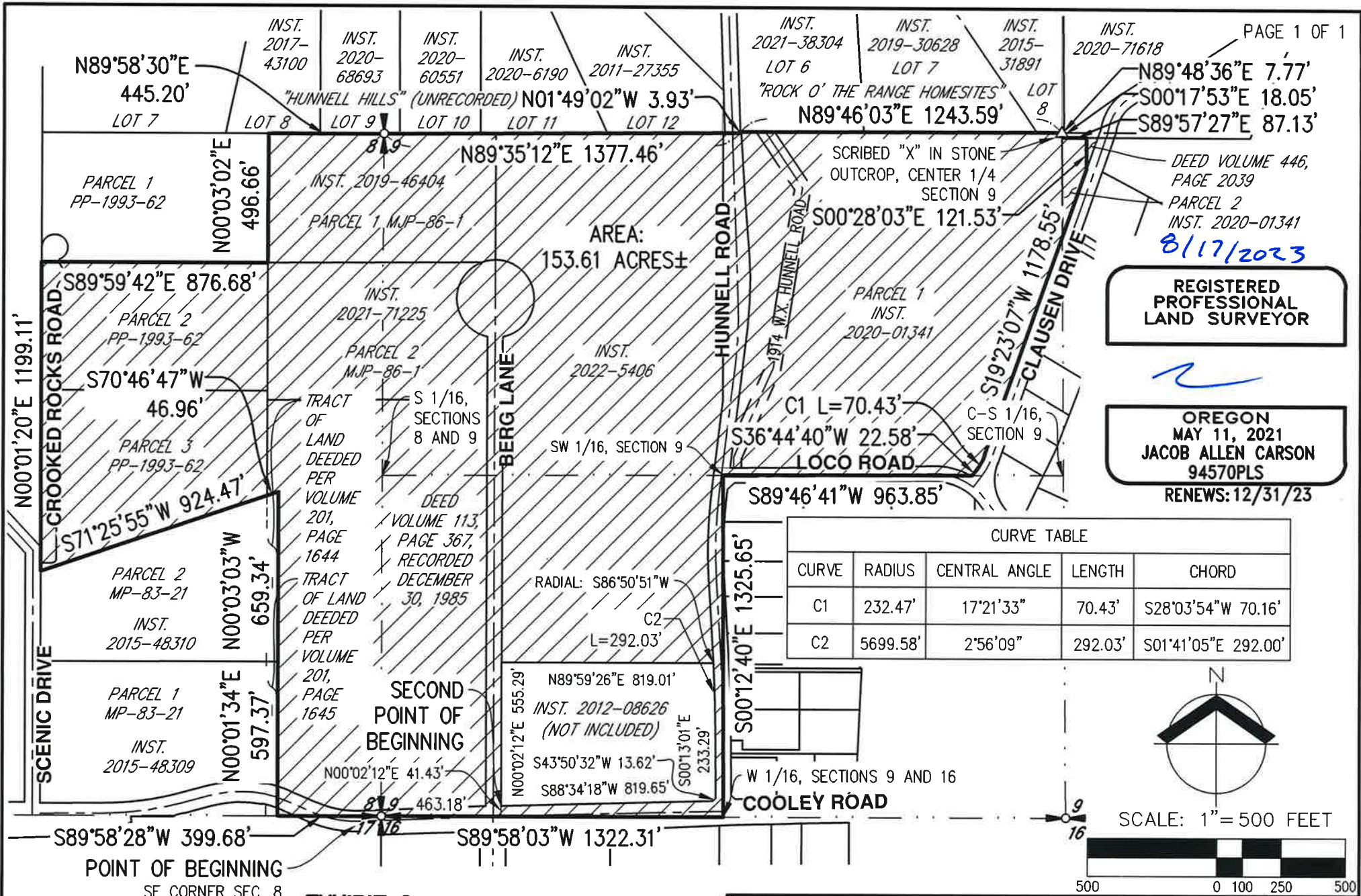
The above described tract of land contains 153.61 acres, more or less.

The basis of bearings for this description are based on Deschutes County Survey 20962, filed November 4, 2022.

8/17/2023

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

  
**OREGON  
MAY 11, 2021  
JACOB ALLEN CARSON  
94570PLS  
RENEWS: 12/31/23**



DEED VOLUME 446,  
PAGE 2039  
PARCEL 2  
INST. 2020-01341  
8/17/2023

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

**OREGON  
MAY 11, 2021  
JACOB ALLEN CARSON  
94570PLS  
RENEWS: 12/31/23**

### EXHIBIT C

PARCELS 2 AND 3 OF PARTITION PLAT 1993-62, AND OTHER LANDS  
LOCATED IN THE SE 1/4 OF SEC. 8, THE SW 1/4, THE NW 1/4 OF  
THE SE 1/4, AND THE SE 1/4 OF THE NW 1/4 OF SEC. 9,  
T17S, R12E, W.M., DESCHUTES COUNTY, OREGON

|   |  |  |
|---|--|--|
| <b>CITY OF BEND ANNEXATION</b>  |  | <b>EXHIBIT<br/>C</b>                       |
| AKS ENGINEERING & FORESTRY, LLC<br>2777 NW LOLO DR, STE 150<br>BEND, OR 97703<br>541.317.8429 WWW.AKS-ENG.COM |  | DRWN: JBS<br>CHKD: JAC<br>AKS JOB:<br>8553 |



## EXHIBIT D



### FINDINGS FOR CARAWAY ANNEXATION

## COMMUNITY DEVELOPMENT

**PROJECT NUMBER:** PLANX20230176

**HEARING DATE:** September 20, 2023

**APPLICANT:** Pahlisch Homes, Inc.  
210 SW Wilson Ave #100  
Bend, OR 97702

**OWNERS:** Pahlisch Homes at North Triangle Limited Partnership  
210 SW Wilson Ave #100  
Bend, OR 97702

Multiple property owners (see Exhibit A of application):  
Ryan Bell and Lisa Mack  
Reorganized Church of Jesus Christ of Latter Day Saints  
Robert and Tamera Gallagher  
Joshua Gallagher  
Jelinda Carpenter Survivors Trust Et Al  
Kudo Investments LLC

**LOCATIONS:** East of Highway 20, west of Highway 97, north of Cooley Road, within the North Triangle Urban Growth Boundary Expansion Area

Deschutes County Assessor's Map:  
Map 17 12 08D0 Tax Lots 100, 101, 102, 201, 202  
Map 17 12 09C0 Tax Lots 100, 200  
Map 17 12 09D0 Tax Lot 93

**ZONE:** Urbanizable Area (UA) – to be rezoned to be consistent with the Comprehensive Plan upon annexation

**COMP PLAN:** Standard and Medium Density Residential (RS & RM), General and Limited Commercial (CG & CL), Mixed-Use Employment (ME), and Light Industrial (IL)

**REQUEST:** A Type III Quasi-judicial request for Annexation of approximately 153 acres of the North Triangle UGB Expansion Area for the Caraway Master Planned Development.

### APPLICABLE CRITERIA, STANDARDS, AND PROCEDURES:

#### Criteria

##### **Bend Development Code**

##### Chapter 4.9 Annexations

## **Bend Comprehensive Plan**

Chapter 7, Transportation Systems

Chapter 11, Growth Management

## **Oregon Administrative Rules**

Chapter 660-012-0000, Transportation Planning

## **Procedures**

### **Bend Development Code**

Chapter 4.1 Development Review and Procedures

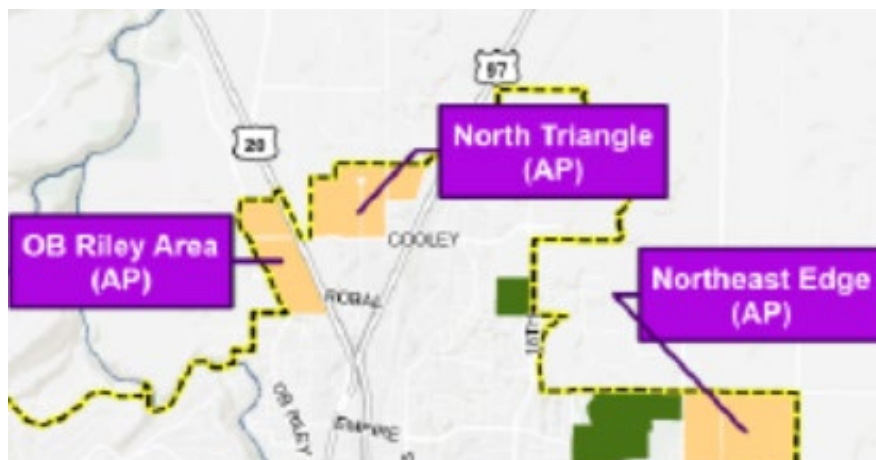
4.1.400 Type II and Type III Applications

4.1.800 Quasi-Judicial Hearings

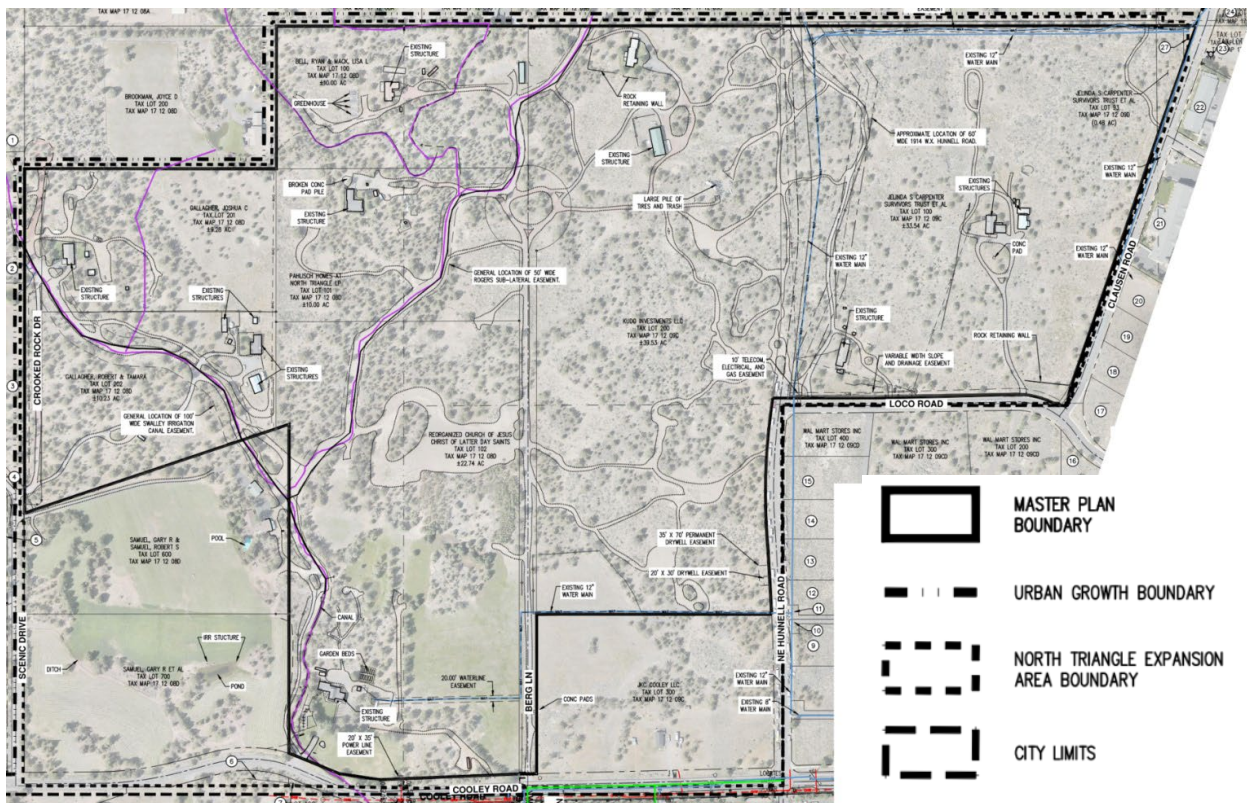
## **FINDINGS OF FACT:**

- 1. SITE DESCRIPTION AND LOCATIONS:** The site is relatively flat, and the submitted Existing Conditions and Ownership Map shows the Swalley Irrigation Canal stretching from the northwest corner of the Master Plan area (in a southeasterly direction) to the southern boundary of the Caraway Master Plan area, where it crosses under Cooley Road. About halfway to the southern boundary of the Caraway Master Plan area, the canal splits and runs northeasterly to the northern boundary of the Master Plan area. The annexation area includes the property within the Caraway Master Plan and the abutting rights-of-way. Existing vegetation is typical of the north side of Bend and includes coniferous trees, primarily juniper, of varying heights and maturities. There are a number of homes, a church, and accessory structures spread across the subject property, which will be removed during construction.

The Caraway Master Plan includes three segments of unimproved rights-of-way within Deschutes County: Crooked Rocks Road along the western edge, Berg Lane extends north from Cooley Road, and the portion of Hunnell Road north of Loco Road. The applicant is in the process of vacating these unimproved rights-of-way through Deschutes County; this process is anticipated to be complete prior to the anticipated effective date of the annexation.



*Bend Comprehensive Plan – North Triangle Expansion Area*



2022 Aerial – Caraway Annexation and Master Plan subject property

2. **PROPOSAL:** A Type III Quasi-judicial request for Annexation of approximately 153 acres of the North Triangle UGB Expansion Area for the Caraway Master Planned Development.
3. **CONCURRENT APPLICATION:** The applicant has applied for a Major Community Master Plan of the subject property (PLSPD20230175) to be reviewed and considered concurrently with this Annexation by the Bend City Council, subsequent to a recommendation from the Bend Planning Commission.
4. **PUBLIC NOTICE AND COMMENTS:** Prior to submittal of this application and related applications, the applicants hosted a virtual public meeting through Zoom on January 11, 2023, in accordance with BDC 4.1.215. Public notice for the City Council hearing was provided in accordance with the requirements of BDC 4.9.300.A.3, and BDC 4.1.423-4.1.425. On August 31, 2023, the Planning Division mailed notice to surrounding owners of record of property within 750 feet of the subject properties, and to the Boyd Acres Neighborhood Association representative. Notice was also posted in four public places on August 31, 2023, and posted in *The Bulletin* on September 6 and 13, 2023. On August 31, 2023, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at five locations, visible from adjacent rights of way.
5. **APPLICATION ACCEPTANCE DATE:** This Type III Quasi-judicial Annexation petition was submitted on March 16, 2023. The application was deemed incomplete on June 2, 2023.

The application was deemed complete on August 30, 2023, upon submittal of all required submittal materials. In accordance with BDC 4.1.430, applications for annexations with major master plans are exempt from the 120-day review time limitation for final decision.

## **APPLICATION OF THE CRITERIA:**

### **Bend Development Code**

### **Chapter 4.9, Annexations**

#### **4.9.200 Applicability.**

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

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

#### **4.9.300 Review Processes.**

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

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

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

On August 31, 2023, notice was mailed by the Planning Division to surrounding owners of record of property within 750 feet of the subject properties, and to the Boyd Acres Neighborhood Association representative. On August 31, 2023, Notice of Proposed Development signs were posted by the applicant along the property frontages at five locations, visible from adjacent rights of way. Notice was also posted in four public places on August 31, 2023, and posted in The Bulletin on September 6 and 13, 2023.

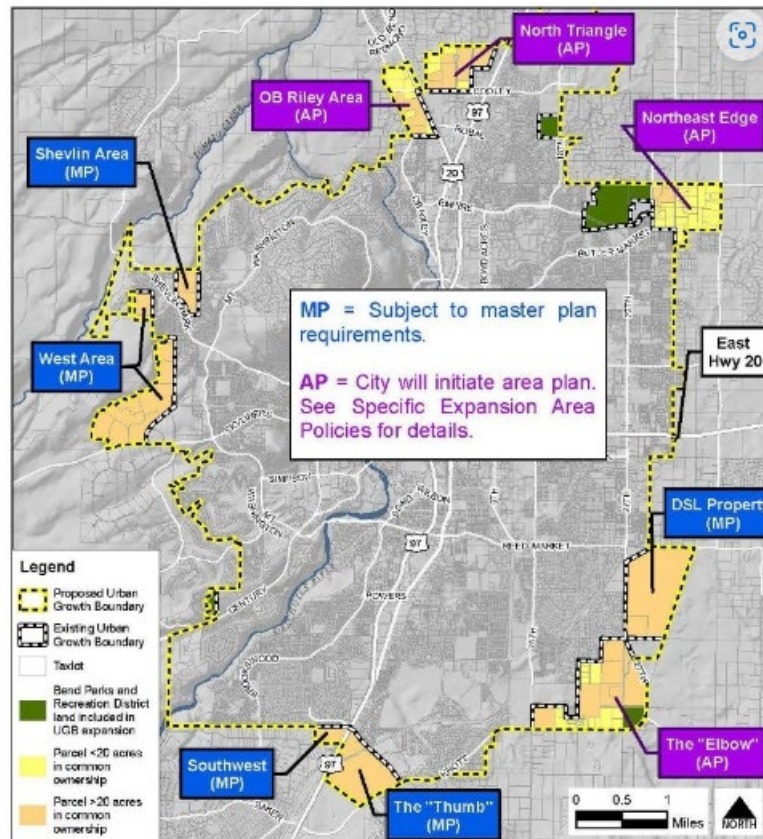
**B. Development Review Requirements.**

- 1. Unless exempted in subsection (B)(1) of this section, expansion areas as shown in Figure 4.9.300 will require land use approval in accordance with Table 4.9.300 prior to or concurrently with annexation. For properties located within an approved area plan, also see subsection (B)(2) of this section. The exemptions to master**



planning in BDC Chapter 4.5, Master Planning, are not applicable to properties in the Urbanizable Area (UA) District. Development in expansion areas must comply with the applicable Bend Comprehensive Plan Specific Expansion Area Policies in Table 4.9.300.

**Figure 4.9.300 Expansion Areas**



**Table 4.9.300 - Specific Expansion Area Policies**

| Expansion Area | Bend Comprehensive Plan Specific Expansion Area Policies | Land Use Approval Required Prior to or Concurrently with Annexation  |
|----------------|--|--|
| North Triangle | 11-142 through 11-151                                    | Area plan in compliance with BDC 2.7.100. Prior to completion of the area plan, annexations in this area must be a minimum of 40 contiguous acres and be the subject of a master plan application which includes a framework level area plan for the rest of the subarea. Following adoption of the area plan, annexation and development of individual properties or groups of properties of any size, consistent with the area plan, may be approved in compliance with the Bend Development Code. |

**FINDING:** The subject properties are located in the North Triangle expansion area. The planned annexation includes 8 of the 12 tax lots within the North Triangle Expansion Area, along with abutting rights-of-way, totaling approximately 153 acres. Compliance with the applicable Comprehensive Plan policies are addressed in the findings for the Caraway Master Plan (PLSPD20230175). The Caraway Master Plan submittal includes a proposed North Triangle Area Plan (framework-level including extension of streets and utilities) for the four remaining properties outside of the master plan boundary. This criterion is met.

#### **4.9.400 Initiation Procedures.**

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

- 3. More than half the owners of land in the contiguous territory proposed to be annexed, who also own more than half the land in the contiguous territory and of real property therein representing more than half the assessed value of all real property in the contiguous territory, consent in writing to the annexation of their land in the territory and file a statement of their consent with the City.**

**FINDING:** The properties to be annexed includes multiple property owners, all of whom have signed the petition and consent forms required to initiate annexation (see Exhibits A and B of the application).

#### **4.9.500 Submittal Requirements.**

**A. The application must include:**

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

**FINDING:** The application materials uploaded to CityView, the City's online permit center portal, for PLANX20230176 contain all of the above requirements.

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

**FINDING:** The Applicant has coordinated with the Bend Park and Recreation District (BPRD) on the Caraway Master Plan and associated annexation. The properties proposed for annexation and subject to the Caraway Master Planned Development will create the opportunity

for a new park, pathway locations and open space. Exhibit G of the application submittal includes a letter from BPRD acknowledging the ongoing coordination and communication for this project. The requirement is met.

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

**FINDING:** The subject property is not currently located within the boundaries of the Bend Park and Recreation District. Therefore, a BPRD annexation agreement was submitted with this application, signed by the applicant.

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

**FINDING:** Exhibit H of the application submittal is a letter from the Bend-La Pine School District indicating that the district was provided an opportunity to review the annexation proposal and had no comments. The requirement is met.

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

**FINDING:** The Existing Conditions and Ownership map (Exhibit C of the application) shows the Swalley Irrigation District facilities crossing the subject property. This application, including the signed authorization forms, constitutes a signed statement that the applicant and its consultants have coordinated with Jer Camarata, General Manager of the Swalley Irrigation District, and any issues will be resolved prior to platting of the subject property or any construction that may impact irrigation facilities. Two letters/emails from Jer Camarata are included in the project record. Future subdivision applications will further detail existing irrigation facilities, water rights, and how future construction and subdivision will impact these existing conditions. The submittal requirement is met.

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

**FINDING:** The applicant and City staff have worked to identify the infrastructure necessary to serve the variety of planned uses within the Caraway Master Plan as they are built out over the next decade and beyond. An Annexation Agreement formalizes the sequencing and financing mechanisms for needed infrastructure. The Caraway Master Plan application materials show that public facilities, including sanitary sewer and potable water are, or will be, available to serve the annexed area, which is confirmed by the City Engineering Division's Utility Availability Memo (PRSWA202305790) and the Traffic Analysis Memo (PRTFR202204414). Ongoing coordination with BPRD and the Bend-La Pine School District is documented in Exhibits G and H of the application materials. The Caraway Master Plan contemplates how the abutting portions of the North Triangle Expansion Area can be served by existing or planned utilities, transportation networks, and public services. With the Annexation Agreement, this requirement is met.

#### **4.9.600 Approval Criteria.**

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

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

**FINDING:** The planned annexation includes approximately 153 acres of land to be included in the Caraway Master Plan (PLSPD20230175), and abutting rights-of-way, within the 181.79-acre North Triangle UGB Expansion Area. BCP Policies 11-141 through 11-151 are applicable to the North Triangle Expansion Area. Compliance with these plan policies is addressed and will be implemented in conjunction with the Caraway Master Plan (PLSPD20230175). The Caraway Master Plan will be incorporated into the Bend Development Code (BDC), and future land use applications will be required to demonstrate consistency with the Master Plan for approval. The criterion is met.

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

**FINDING:** The planned annexation includes approximately 153 acres of land located in the North Triangle Expansion Area, which will be included in the Caraway Master Plan (PLSPD20230175) and annexed into the City of Bend. The Caraway Master Plan will be incorporated into the Bend Development Code (BDC), and future land use applications will be required to demonstrate consistency with the Master Plan for approval. The Caraway Master Plan application (PLSPD20230175) is being reviewed concurrently with this annexation.

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

**FINDING:** The applicant and City staff have worked to identify the infrastructure necessary to serve the variety of planned uses within the Caraway Master Plan as they are built out over the next decade and beyond. An Annexation Agreement and the proposed Master Plan set forth the infrastructure needed to serve the area in an orderly, efficient and timely manner. The Caraway Master Plan shows that public facilities, including sanitary sewer and potable water, are available to serve the annexed area, which is confirmed by the City Engineering Division's Utility Availability Memo (PRSWA202205790) and the Traffic Analysis Memo (PRTFR202204414). Extension of roads as envisioned in the Transportation System Plan are also proposed. Ongoing coordination with BPRD and the Bend-La Pine School District is documented in Exhibits G and H of the application materials. The Caraway Master Plan contemplates how the abutting portions of the North Triangle Expansion Area can be served by existing or planned utilities, transportation networks, and public services. With the Annexation Agreement, the criterion is met.

- 4. The proposal demonstrates how public facility and service impacts, including as applicable: on- and off-site improvements, construction and modernization of existing infrastructure (water, sewer, stormwater, transportation) to City standards and specifications, and impacts to existing infrastructure inside the City's current city limits, will be adequately mitigated through an annexation agreement or other funding mechanism approved by the City Council prior to annexation. The City will use the standards and criteria of BDC Chapter 4.7, Transportation Analysis, for analysis and mitigation of transportation impacts.**

**FINDING:** The applicant and City staff have worked to identify the infrastructure necessary to serve the variety of planned uses within the entire North Triangle Expansion Area as they are built out over the next decade. The Caraway Master Plan contemplates how the complete community fits with the expansion area and establishes transportation networks and utility systems that can be extended to serve future development within the North Triangle Expansion Area. An Annexation Agreement sets forth the infrastructure needed to serve the subject property and mitigate any impacts to existing infrastructure inside the current City limits. A Utility Availability Memo (PRSWA202205790) provided by the City Engineering Division is included as Exhibit I of the application. The Caraway Master Plan shows how public facilities, including sanitary sewer and potable water, are available and planned throughout the annexed area.

The Transportation Element (Exhibit J of the application materials) included with the Caraway Master Plan was prepared by Transight Consulting, LLC, and includes a Transportation Facilities Report, Transportation Impact Analysis, TPR analysis, and proposed mitigation. Consequently, the Caraway Master Plan shows that transportation facilities will be provided in an orderly, efficient and timely manner. The City's Traffic Analysis Memo (PRTFR202204414) is also included in the application submittal. The criterion is met.

- 5. Owner(s) have committed to transfer all irrigation district water rights from the property, unless exempted in subsection (A)(5)(a)(i) of this section. The timing of the transfer of irrigation district water rights may be worked out between the owner(s) and the irrigation district, but, in any event, the transfer must occur prior to the platting of a land division or prior to certification of final occupancy for developments subject to site plan review, whichever occurs first. For phased subdivisions or developments; however, the transfer may occur by individual phase prior to the platting of each phase or prior to certification of final occupancy of the development on each phase.**
- 6. Sufficient evidence acceptable to the City has been provided demonstrating that the irrigation district had an opportunity to review the layout and design for any impacts on irrigation district conveyance facilities and to recommend reasonable protections for such facilities consistent with the irrigation district's adopted rules and regulations, system improvement plans and/or development policies.**

**FINDING:** Exhibit O of the application includes correspondence from the Swalley Irrigation District confirming ongoing coordination with the applicant and its consultants on the impacts to existing irrigation. The Existing Conditions and Ownership map (Exhibit C of the application) shows Swalley Irrigation District facilities crossing the subject property. The applicant and its consultants have coordinated with Jer Camarata, General Manager for the Swalley Irrigation

District, and any issues will be resolved prior to platting of the subject property or any construction which may impact irrigation facilities. Once the property is annexed, future subdivision applications will further detail existing irrigation facilities, water rights, and how future construction and subdivision will impact these existing conditions. The transfer of water rights will occur prior to the platting of a land division or prior to certificate of final occupancy for developments subject to site plan review, whichever occurs first. The above criteria are met.

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

#### ***4.6.600 Transportation Planning Rule Compliance.***

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

**FINDING:** OAR 660-012 implements Oregon Statewide Planning Goal 12. Goal 12 imposes a requirement on local governments to develop, maintain and update transportation plans consistent with the planning and implementation guidelines of Goal 12. The City's Comprehensive Plan dictates the acreage of the land use designations and the concurrent Caraway Master Plan application proposes to meet those requirements. Compliance with the TPR was not addressed at the time of UGB acknowledgement for the expansion areas, instead deferred to individual master plan/annexation applications. This section requires a local government to put in place certain measures if an amendment would significantly affect a transportation facility.

The TPR requires a two-step analysis. First, under OAR 660-012-0060(1), the Applicant must determine if the application "significantly affects a transportation facility", as that term is defined in OAR 660-012-0060(1). If not, then the analysis ends, and the TPR is satisfied. The City may rely on transportation improvements found in transportation system plans and planned facilities, as allowed by OAR 660-012-0060(4)(a), (b), and (c), to show that failing intersections are not made worse or intersections not now failing do not fail. If the application "significantly affects a transportation facility," then the Applicant must demonstrate appropriate mitigation under OAR 660-012-0060(2).

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

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

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);***
- (b) Change standards implementing a functional classification system; or***
- (c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection***

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

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

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

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

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

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

***(e) Providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, if:***

***(A) The provider of the significantly affected facility provides 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;***

***(B) The providers of facilities being improved at other locations provide written statements of approval; and***

***(C) The local jurisdictions where facilities are being improved provide written statements of approval.***

***(3) Notwithstanding sections (1) and (2) of this rule, a local government may approve an amendment that would significantly affect an existing transportation facility without assuring that the allowed land uses are consistent with the function, capacity and performance standards of the facility where:***

***(a) In the absence of the amendment, planned transportation facilities, improvements and services as set forth in section (4) of this rule would not be adequate to achieve consistency with the identified function, capacity or performance standard for that facility by the end of the planning period identified in the adopted TSP;***

***(b) Development resulting from the amendment will, at a minimum, mitigate the impacts of the amendment in a manner that avoids further degradation to the performance of the facility by the time of the development through one or a combination of transportation improvements or measures;***

***(c) The amendment does not involve property located in an interchange area as defined in paragraph (4)(d)(C); and***

***(d) For affected state highways, ODOT provides a written statement that the proposed funding and timing for the identified mitigation improvements or measures are, at a minimum, sufficient to avoid further degradation to the performance of the affected state highway. However, if a local government provides the appropriate ODOT regional office with written notice of a proposed amendment in a manner that provides ODOT reasonable opportunity to submit a written statement into the record of the local government proceeding, and ODOT does not provide a written statement, then the local government may proceed with applying subsections (a) through (c) of this section.***

**FINDING:** The Transportation Element (Exhibit J of the application) was prepared by Transight Consulting, LLC, and includes a Transportation Facilities Report, Transportation Impact Analysis, TPR analysis, and proposed mitigation. The Traffic Analysis Memo (PRTFR202204414) summarizes the transportation impacts and recommended mitigations as the Caraway Master Plan is built over the next decade and beyond. The Caraway Master Plan code formalizes the transportation improvements necessary to mitigate impacts to, and expand capacity within, the affected transportation facilities, and the Annexation Agreement identifies the specific timing, responsibilities, and cost allocation. For purposes of TPR compliance, through collaborative efforts between the applicant, ODOT, the City, and Deschutes County, the applicant is relying on OAR 660-012-0060(2)(e). In particular, the City, County, and ODOT have each provided written statements of approval that the system-wide benefits provided through the required mitigation are sufficient to balance the significant effects. The applicable standards are met.

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

***(a) In determining whether an amendment has a significant effect on an existing or planned transportation facility under subsection (1)(c) of this rule, local governments shall rely on existing transportation facilities and services and on the planned transportation facilities, improvements and services set forth in subsections (b) and (c) below.***

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

***(A) Transportation facilities, improvements or services that are funded for***



***construction or implementation in the Statewide Transportation Improvement Program or a locally or regionally adopted transportation improvement program or capital improvement plan or program of a transportation service provider.***

***(B) Transportation facilities, improvements or services that are authorized in a local transportation system plan and for which a funding plan or mechanism is in place or approved. These include, but are not limited to, transportation facilities, improvements or services for which: transportation systems development charge revenues are being collected; a local improvement district or reimbursement district has been established or will be established prior to development; a development agreement has been adopted; or conditions of approval to fund the improvement have been adopted.***

***(C) Transportation facilities, improvements or services in a metropolitan planning organization (MPO) area that are part of the area's federally-approved, financially constrained regional transportation system plan.***

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

**FINDING:** This section of the Transportation Planning Rule requires coordination with affected transportation service providers. The applicant has coordinated with Deschutes County and the Oregon Department of Transportation (ODOT) regarding the Master Plan and Annexation applications. Deschutes County and ODOT have provided written comments on the applications and appropriate mitigation is included in the Annexation Agreement and proposed Master Plan Code, which ensure consistency with the provisions of BDC 4.6.600 and satisfies the requirements of OAR 660-012-0060. There is substantial evidence in the record, including Exhibit J (Transportation Element), that the system-wide benefits provided through the required mitigation are sufficient to balance the significant effects as required under OAR 660-012-0060(2)(e). The applicable standards are met.

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

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

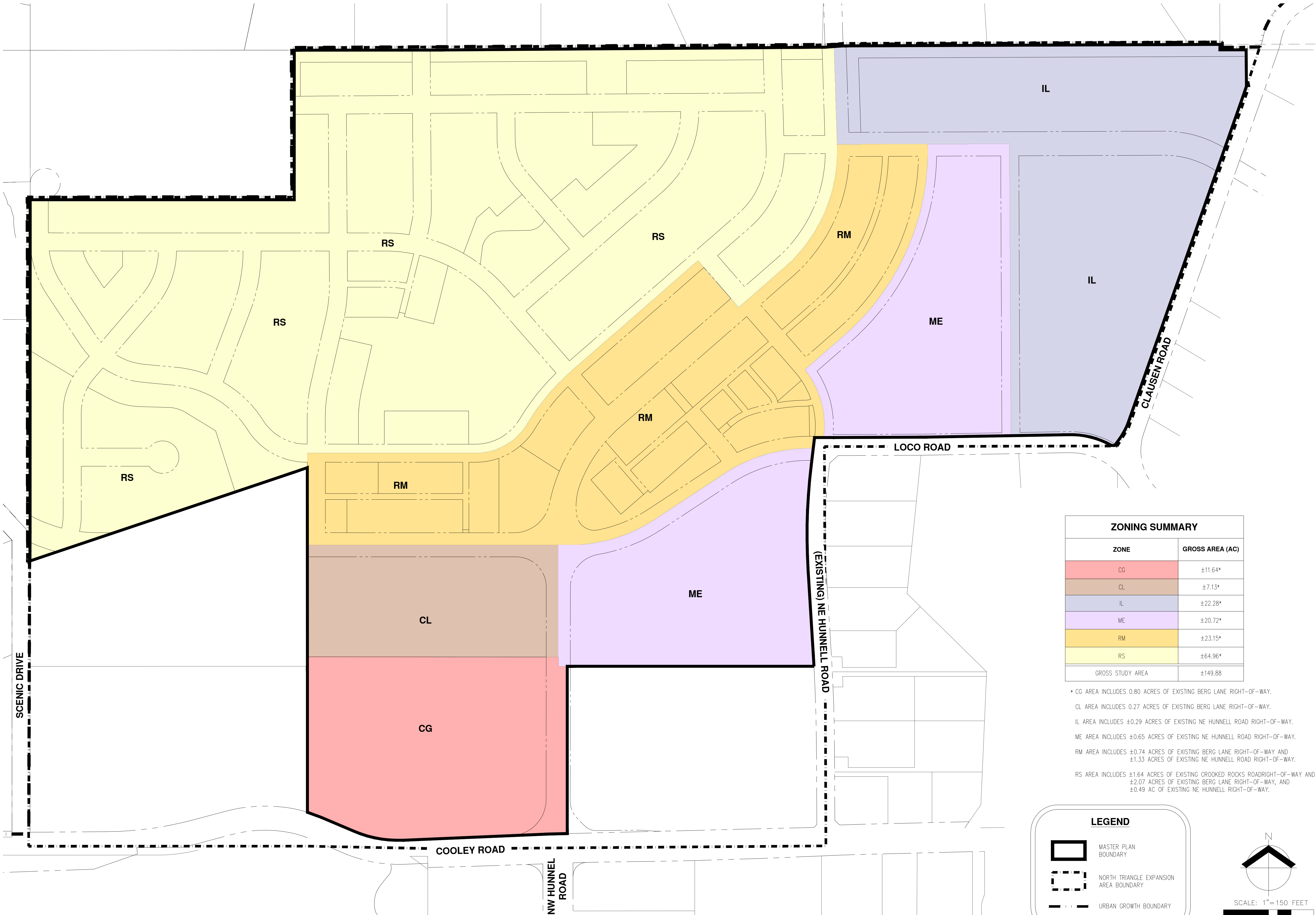
**FINDING:** The concurrent Caraway Master Plan application (PLSPD20230175) includes specific street cross-sections showing how all internal and abutting rights-of-way will be improved to urban standards. The street cross-sections and transportation network to serve the annexed property is included in the master plan application and will be codified in the BDC. The criterion is met.

#### **4.9.700 Zoning of Annexed Areas.**

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

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

**FINDING:** Upon annexation, the current UA zoning will cease to apply, and the zoning map will be automatically updated with the Caraway Master Plan zoning scheme as shown on the submitted Preliminary Zoning Map (Exhibit C of the application materials). Consistency with the underlying Comprehensive Plan map designations is fully described in the findings for the concurrent Caraway Master Plan (PLSPD20230175). The applicable criteria are met.

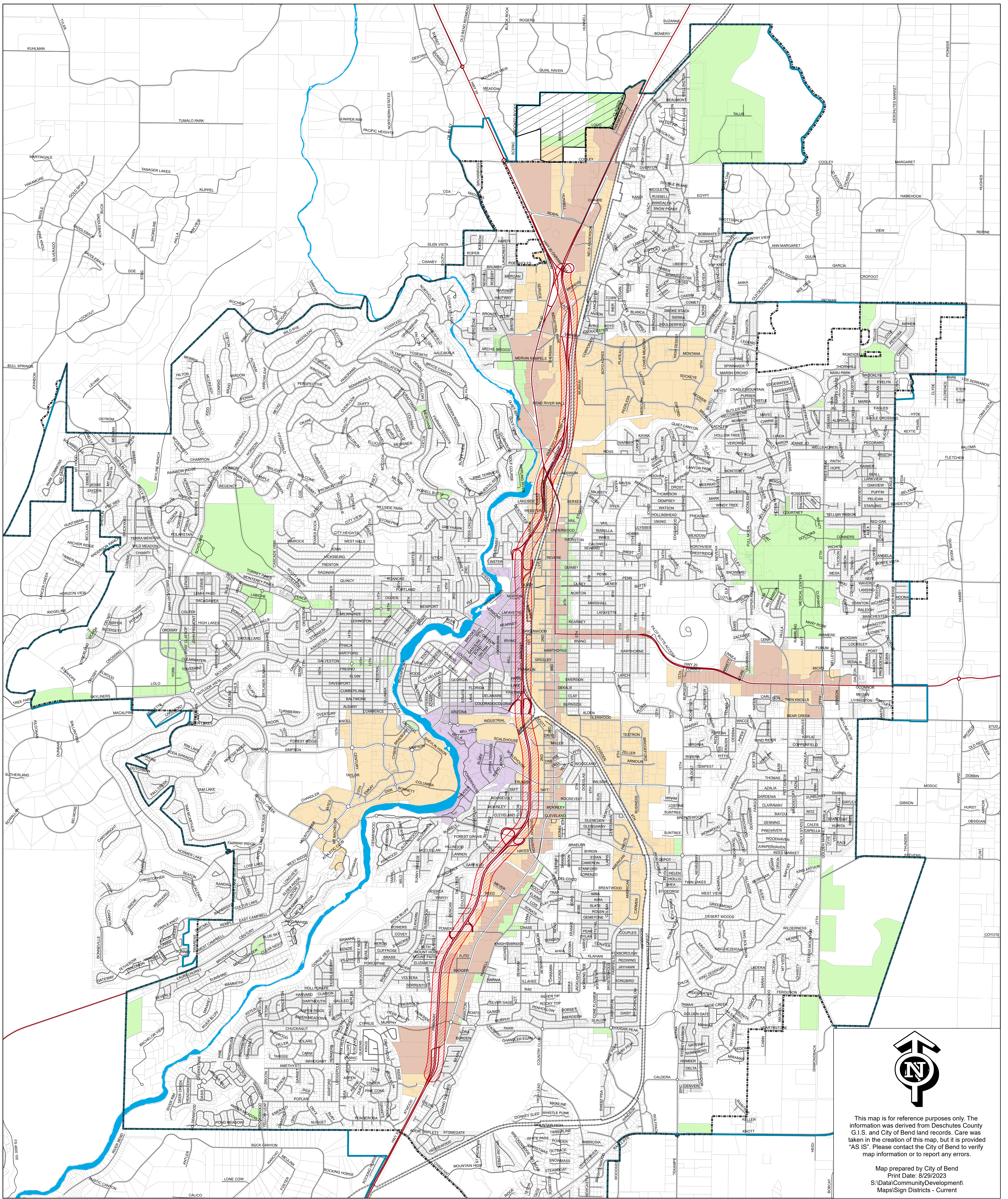


**PRELIMINARY ZONING MAP  
CARAWAY MASTER PLAN  
PAHLISCH HOMES  
BEND, OREGON**

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

JOB NUMBER: 8553  
DATE: 3/8/23  
DESIGNED BY: MDS  
DRAWN BY: MTM  
CHECKED BY: BLW





This map is for reference purposes only. The information was derived from Deschutes County G.I.S. and City of Bend land records. Care was taken in the creation of this map, but it is provided "AS IS". Please contact the City of Bend to verify map information or to report any errors.

Map prepared by City of Bend  
Print Date: 8/29/2023  
S:\Data\CommunityDevelopment  
Maps\Sign Districts - Current



CITY OF BEND

## City of Bend Sign Districts

Proposed Map Amendments - November 2024

0 0.25 0.5 1 Miles

### Sign Districts

- #1 (Highway Corridor)
- #2 (General)
- #3 (Central Business)
- #4 (Neighborhood)
- #5 (Residential)
- #6 (Parkway Overlay)

- Proposed Sign District Updates
- City Limits
- Urban Growth Boundary
- Property Boundaries
- Roads