



AKS ENGINEERING & FORESTRY, LLC
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AKS Job #7084

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

EXHIBIT A

Legal Description City of Bend Annexation

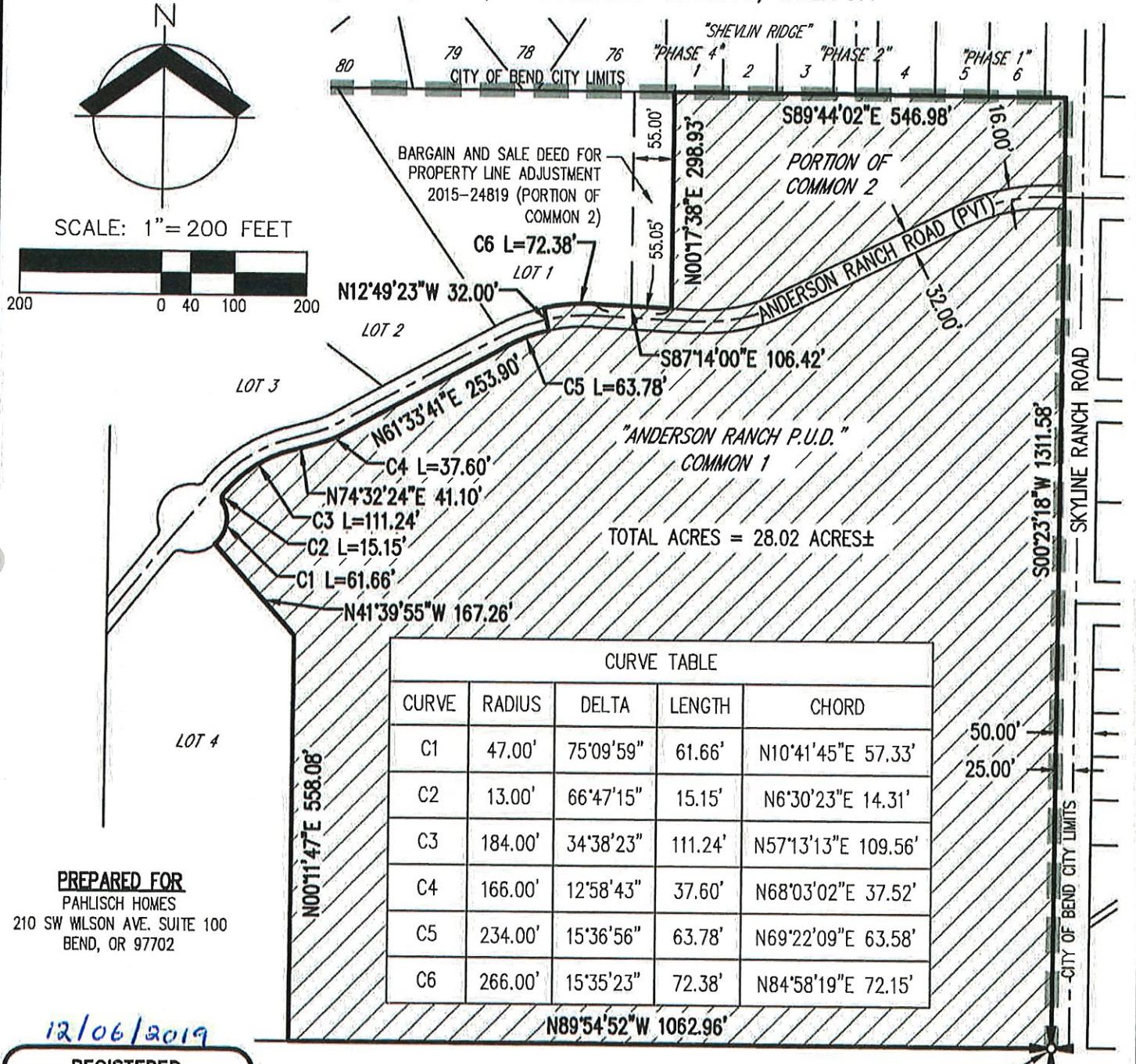
All of Common 1, and a portion of Common 2, of the plat "Anderson Ranch P.U.D.", by Peter A. Manley filed on February 7, 2002 as County Survey Number 14827, Deschutes County Survey Records, and a portion of Anderson Ranch Road, located in the Southeast One-Quarter of Section 26, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Beginning at the southeast corner of Section 26, being marked by a 3 inch diameter "Deschutes County" brass cap, also being the southeast corner of Common 1, of the Plat "Anderson Ranch P.U.D.;" thence along the south line of said Common 1, North 89°54'52" West 1062.96 feet to the southwest corner of said Common 1; thence along the westerly line of Common 1, North 00°11'47" East 558.08 feet; thence continuing along said westerly line, North 41°39'55" West 167.26 feet to the southerly right-of-way line of Anderson Ranch Road and being a point of non-tangent curvature; thence northerly along said southerly right-of-way line (varying width from centerline) on an arc of a 47.00 foot radius curve to the left, (the radius point of which bears North 41°43'15" West) an arc distance of 61.66 feet, through a central angle of 75°09'59", (the chord of which bears North 10°41'45" East 57.33 feet); thence continuing along said southerly right-of-way line (varying width from centerline) on an arc of a 13.00 foot radius curve to the right, an arc distance of 15.15 feet, through a central angle of 66°47'15", (the chord of which bears North 6°30'23" East 14.31 feet) to a point 16.00 feet from centerline; thence continuing along said southerly right-of-way line (16.00 feet from centerline) for the following courses; thence along an arc of a 184.00 foot radius curve to the right, an arc distance of 111.24 feet, through a central angle of 34°38'23", (the chord of which bears North 57°13'13" East 109.56 feet); thence North 74°32'24" East 41.10 feet; thence along an arc of a 166.00 foot radius curve to the left, an arc distance of 37.60 feet, through a central angle of 12°58'43", (the chord of which bears North 68°03'02" East 37.52 feet); thence North 61°33'41" East 253.90 feet; thence along an arc of a 234.00 foot radius curve to the right, an arc distance of 63.78 feet, through a central angle of 15°36'56", (the chord of which bears North 69°22'09" East 63.58 feet); thence leaving said southerly right-of-way line perpendicular and at right angles to said southerly right-of-way line North 12°49'23" West 32.00 feet to the northerly right-of-way line of Anderson Ranch Road and being a point of non-tangent curvature; thence easterly along said northerly right-of-way line (16.00 feet from centerline) on an arc of a 266.00 foot radius curve to the right, (the radius point of which bears South 12°49'23" East) and arc distance of 72.38 feet, through a central angle of 15°35'23", (the chord of which bears North 84°58'19" East 72.15 feet); thence continuing along said northerly right-of-way line South 87°14'00" East 106.42 feet to the southeast corner of the land described in Bargain and Sale Deed For Property Line Adjustment, recorded June 23, 2015 as Instrument Number 2015-24819, Deschutes County Official Records, also being South 87°14'00" East 55.05 feet from the southwest corner of Common 2, of the Plat "Anderson Ranch P.U.D.;" thence along the east line of said Bargain and Sale Deed being parallel with and 55.00 feet easterly of, when measured to right angles to the west line of said Common 2, North 00°17'38"

EXHIBIT B

MAP OF LEGAL DESCRIPTION

ALL OF COMMON 1, AND A PORTION OF COMMON 2, PLAT OF "ANDERSON RANCH P.U.D." AND A PORTION OF ANDERSON RANCH ROAD, LOCATED IN THE SE 1/4 OF SEC. 26, T17S, R11E, W.M., DESCHUTES COUNTY, OREGON



ANNEXATION

AKS ENGINEERING & FORESTRY, LLC
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BEND, OR 97703
541.317.8429 WWW.AKS-ENG.COM

EXHIBIT B

DRWN: JDP
CHKD: MSK
AKS JOB:
7084

AKS

EXHIBIT C

FINDINGS FOR
TREELINE ANNEXATION

APPLICABLE CRITERIA, STANDARDS, AND
PROCEDURES:



COMMUNITY
DEVELOPMENT

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 Treeline Master Plan Area encompasses ± 28.3 acres of the ± 344 -acre West Area Urban Growth Area (UGB) Expansion Area. The Master Plan Area is bounded by the existing NW Skyline Ranch Road right-of-way to the east. Undeveloped land owned by Rio Lobo Investments, LLC including Master Plan Area 3 and the Westside Transect Zone abuts the southern property boundary. The approved Discovery West Master Plan area is located further to the south. Outside the UGB, land immediately to the west and northwest is zoned Urban Area Reserve (UAR10) and consists of large-lot rural residential uses. Farther west, the Westside Transect Zone forms the boundary between the UGB and undeveloped forest lands to the west, and has been approved by Deschutes County for a large lot subdivision called Westgate. Abutting developed properties to the east of the Master Plan Area carry the Residential Standard Density (RS) zoning designation and include the Shevlin Meadows, Shevlin Ridge, and Shevlin Crest subdivisions.

The property currently contains a private sports court but is otherwise devoid of structures. Topography on the site varies. Large areas along the western edge and southeastern corner slope up at 10 to 25 percent to the property boundary. A ravine at the southern portion of the property—the location of an old pumice mine—creates slopes greater than 25 percent before leveling off to the north. Existing vegetation is typical of the west side of Bend and includes coniferous trees—primarily Junipers and Ponderosa Pines—of varying heights and maturities.

Planning Division mailed notice to surrounding owners of record of property within 250 feet of the subject properties, and to the Summit West Neighborhood Association representative. Notice was also posted in four public places on February 7, 2020, and posted in *The Bulletin* on February 5 and 12, 2020. On February 7, 2020, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at two locations, visible from adjacent rights of way.

5. **APPLICATION ACCEPTANCE DATE:** This Type III Quasi-judicial Annexation petition was submitted on January 29, 2020. The application was deemed complete on January 30, 2020.

APPLICATION OF THE CRITERIA:

Bend Development Code

Chapter 4.9, Annexations

4.9.200 Applicability.

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

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

4.9.300 Review Processes.

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

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

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

On January 30, 2020, notice was mailed by the Planning Division to surrounding owners of record of property within 250 feet of the subject properties, and to the Summit West and Century West Neighborhood Association representatives and to those who submitted comment prior to the hearing before the Planning Commission. On February 7, 2020, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at two locations, visible from adjacent rights of way. Notice was also posted in four public places on February 7, 2020, and posted in *The Bulletin* on February 5 and 12, 2020.

5. A narrative which addresses the approval criteria in BDC 4.9.600 and the requirements of BDC 4.9.300(B).

FINDING: The application materials uploaded to ePlans for PZ 20-0062 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: Throughout the Master Planning process, the applicant has coordinated with the Bend Parks and Recreation District (BPRD) to ensure adequate park and trail facilities are provided for future use. BPRD has not indicated the need for additional parks within the property to be annexed. However, the Treeline Master Plan includes ±6.9 acres (±24% of the Master Plan Area) of permanent open space planned to provide defensible space for wildfire mitigation, passive recreation areas for future residents, and stormwater retention. Exhibit C of the application includes a letter from BPRD documenting coordination and communication.

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

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

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

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

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

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

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

FINDING: The Westside Infrastructure Group Development Agreement (WIG DA) provides for the timing, construction and funding of infrastructure necessary to support urban development in

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

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

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

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

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

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

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

4.6.600 Transportation Planning Rule Compliance.

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

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

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

- (a) Change the functional classification of an existing or planned transportation*

was not addressed at the time of UGB acknowledgement for the expansion areas, instead being deferred to individual master plan/annexation applications.

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

Similar to the recently approved Shevlin West/Rio Lobo Annexation (PZ-19-0566), the annexation proposal does not meet ODOT thresholds for further analysis of major off-site intersections for the following reasons:

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

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

BDC 4.9.600.A. Approval Criteria (Continued)

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

FINDING: The Treeline MPD (PZ 19-0793) includes specific right-of-way improvements for all existing public rights-of-way adjoining the project and all future public rights-of-way within the project. The Private Development Engineering (PDE) Division reviewed the proposed street layout and street improvement cross sections and found them to be generally acceptable as proposed. Final alignment and design of streets will be further refined through subsequent land division applications.

4.9.700 Zoning of Annexed Areas.

The Bend Comprehensive Plan map provides for the future City zoning classifications of all property within the City's Urbanizable Area (UA) District. On the date the annexation

Deschutes County Official Records**2018-45904**

Nancy Blankenship, County Clerk



\$528.00

01202787201800459040880883

11/16/2018 10:15 AM

D-AG

Cnt=1 Sht=2 AS

\$440.00 \$11.00 \$61.00 \$10.00 \$6.00

RECORDING COVER SHEET (Please print or type)

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

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

City of Bend, CDD

Attn: Amy Barry

710 NW Wall Street

Bend, OR 97703

1. TITLE(S) OF THE TRANSACTION(S)

ORS 205.234(1)(a)

Infrastructure Development Agreement

2. DIRECT PARTY(IES) / GRANTOR(S)

ORS 205.234(1)(b)

NWX2 LLC

CCCC LLC

ERMK LLC

Kyle Coats

Rio Lobo Investments LLC

Anderson Ranch Holding Company, LLC

Administrative School District No. 1, Deschutes County

3. INDIRECT PARTY(IES) / GRANTEE(S)

ORS 205.234(1)(b)

City of Bend

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Trip Generation Table for Trigger Calculation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

11.5 Waivers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES TO FOLLOW]

NWX2 LLC, an Oregon limited liability company

By:



Name:

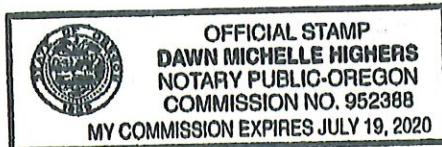
Kirk Schueler

Title:

President, Brooks Resources, Managing Member

STATE OF OREGON)
) ss.
County of Deschutes)

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



Notary Public for Oregon

My Commission expires: July 19, 2020

ERMK LLC, an Oregon limited liability company

By:

Eric W. Coats

Name:

Eric W Coats

Title:

mgr/mom

STATE OF OREGON)
County of Deschutes) ss.

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

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



RIO LOBO INVESTMENTS LLC, an
Oregon limited liability company

By:



Name: _____

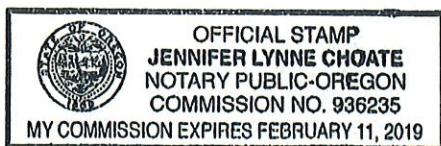
Howard M. Day

Title:

Manager

STATE OF OREGON)
County of Deschutes)
ss.)

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



Notary Public for Oregon
My Commission expires: 02/11/2019

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

By:

Bradley J. Henry

Name:

Bradley J. Henry

Title:

COO/CFO

STATE OF OREGON)
) ss.
County of Deschutes)

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



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



EXHIBIT B
NWX2 Property
Legal Description

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

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

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

Said parcel contains 246 acres, more or less.

Exhibit C
Coats/Shevelin- UGB LANDS

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

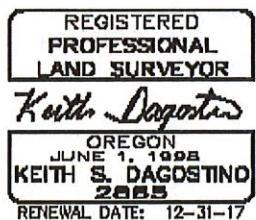


Exhibit D
Coats Transect North

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

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

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

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

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

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

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

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

Commencing at the South quarter corner of said Section 13;

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

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

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

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

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

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

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

South 42°53'00" East 178.57 feet;

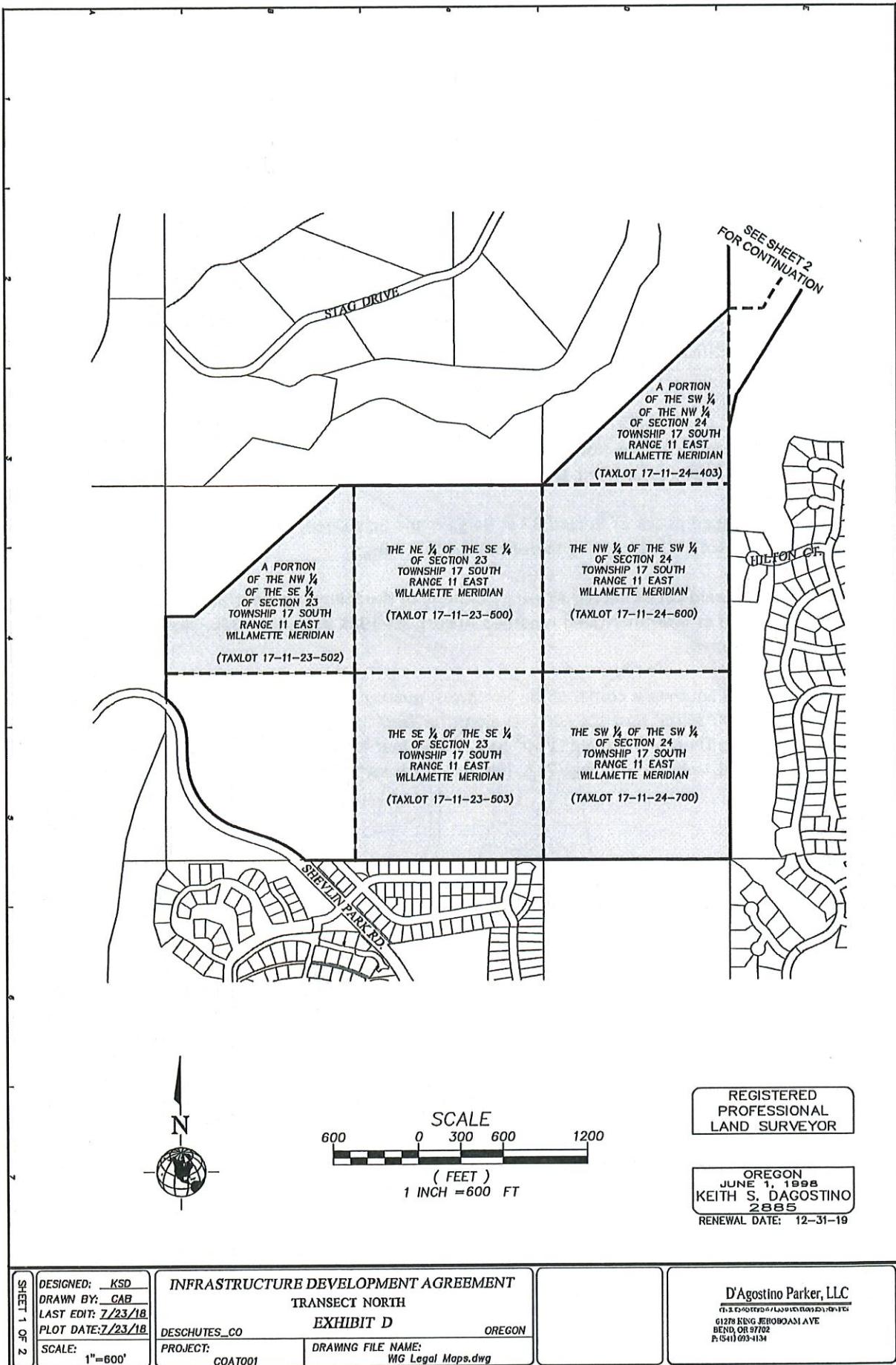


Exhibit E

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

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

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

EXHIBIT "F"

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

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

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/1 OF SAID SECTION 26, NORTH 89°43'49" WEST 1063.30 FEET;

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

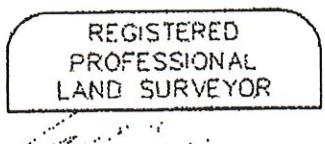
THENCE CONTINUING SOUTH 00°13'59" EAST 335.24 FEET;

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

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

THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/44 OF SAID SECTION 26, NORTH 00°03'25" EAST 1319.56 FEET TO THE POINT OF BEGINNING;

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



OREGON
DEC. 16, 2009
ERIK J. HUFFMAN
70814

RENEWS: JUN. 30. 2019

EXHIBIT G

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

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35;

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

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

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

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

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

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

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

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

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

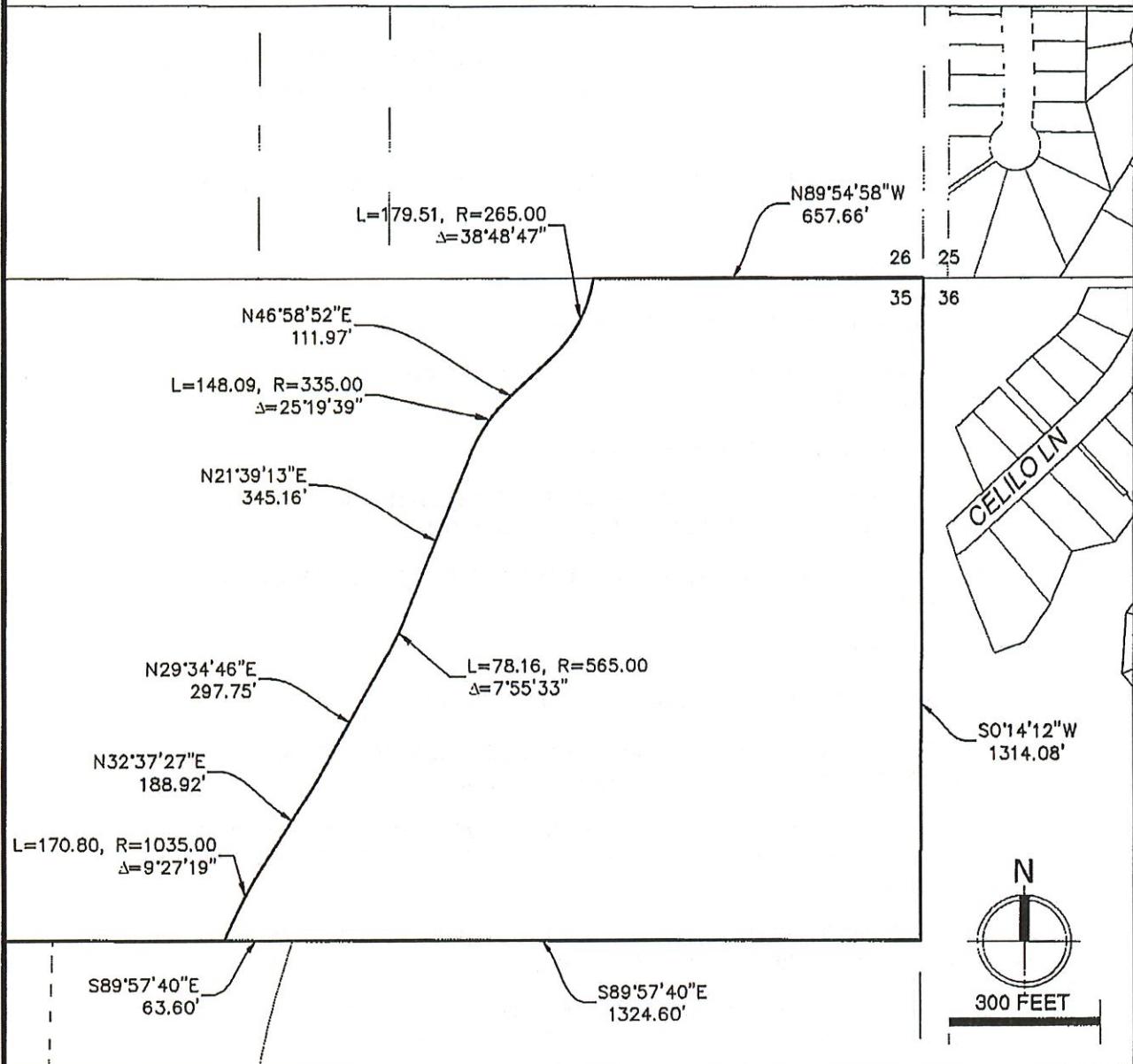
THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 335.00.00 FEET, AN ARC LENGTH OF 148.09 FEET, A TOTAL ANGLE OF 25°19'39", AND A CHORD WHICH BEARS NORTH 34°19'03" EAST 146.88 FEET;

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

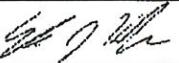
THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 265.00 FEET, AN ARC LENGTH OF 179.51 FEET, A TOTAL ANGLE OF 38°48'47", AND A CHORD WHICH BEARS NORTH 27°34'29" EAST 176.10 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 35;

EXHIBIT G

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



 BECON CIVIL ENGINEERING & LAND SURVEYING	549 SW MILL VIEW WAY SUITE 105 BEND, OREGON 97702 (541) 633-3140 www.beconeng.com	FOR: RIO LOBO, LLC
DATE: 08/10/2018	SCALE: 1" = 300'	DRAWN BY: JLB
		PROJ: 13861

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON DEC. 6, 2009 ERIK J. HUFFVAN 70814
RENEWS: JUN. 30, 2017

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

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

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

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

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

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

TOGETHER WITH;

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

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

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

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

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

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



LEGAL DESCRIPTION
DSW-02
May 25, 2018
Page 1 OF 1

EXHIBIT I

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

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

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

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

Containing 28.06 acres more or less.

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

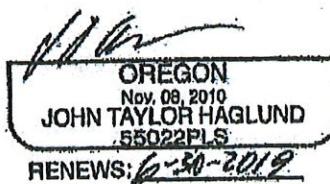


EXHIBIT J

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

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



**COMMUNITY
DEVELOPMENT**

Existing Conditions:

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

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

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

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

Proposed Development:

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

West Area

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

Maximum requirements for each area:

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

Shevlin Area (Coats)

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

Transect lands (Coats & Rio Lobo)

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

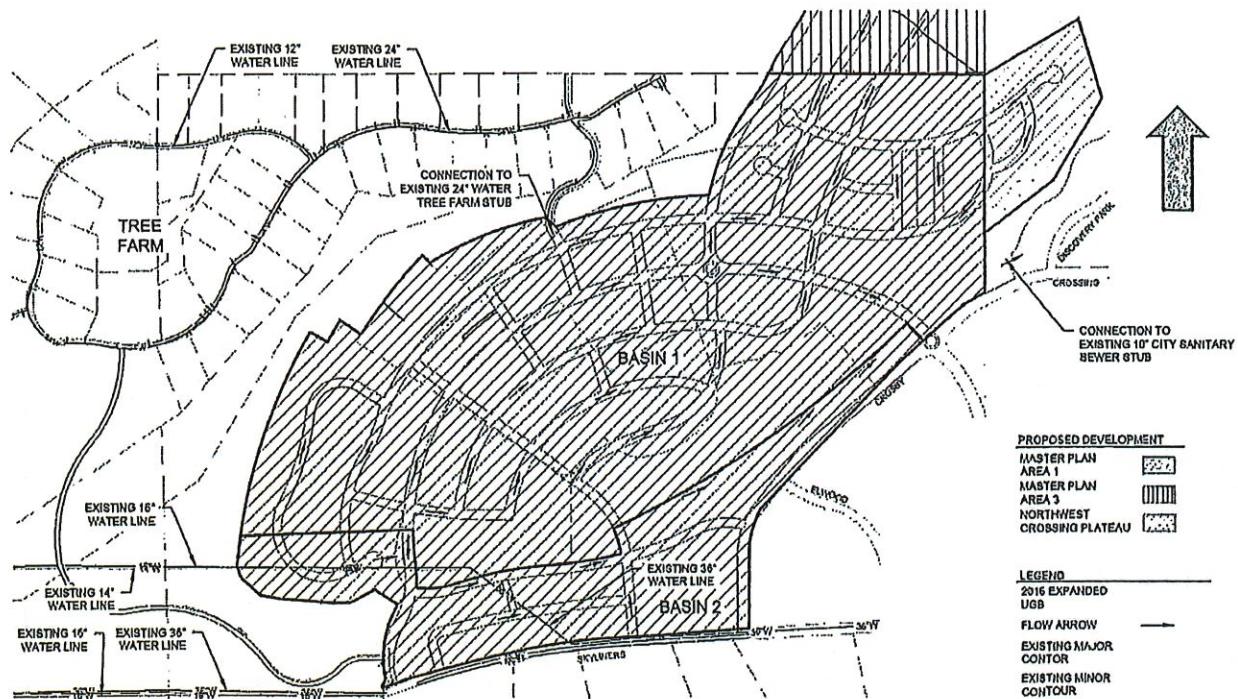


Figure F: Masterplan area 1 and 3

Transportation Impact Analysis (TIA) Required: Yes No

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

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

Study intersections included:

Shevlin Park Road at Skyline Ranch Road
 Shevlin Park Road at Mt. Washington Drive
 Shevlin Park Road at NW Crossing Drive
 14th Street at Newport Avenue
 Mt. Washington Drive at Regency Drive
 Skyliners Road at Skyline Ranch Road
 Shevlin Park Road at College Way

Mt Washinton Drive at NW Crossing Drive
 Mt. Washington Drive at Skyliners Road
 Skyliners Road at Crosby Drive
 Skyliners Road at Lemhi Pass Drive
 Skyliner Ranch Road at NW Crossing Drive
 14th Street at Galveston Avenue

These intersection analysis is based on the ITE trip rates:

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

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

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

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

Facility Upgrade Requirements: Anticipated Mitigation

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

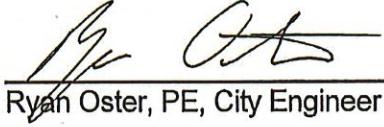
Mitigation 1: The WIG shall enter into a Development Agreement with the City of Bend outlining the overall transportation mitigation package.

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

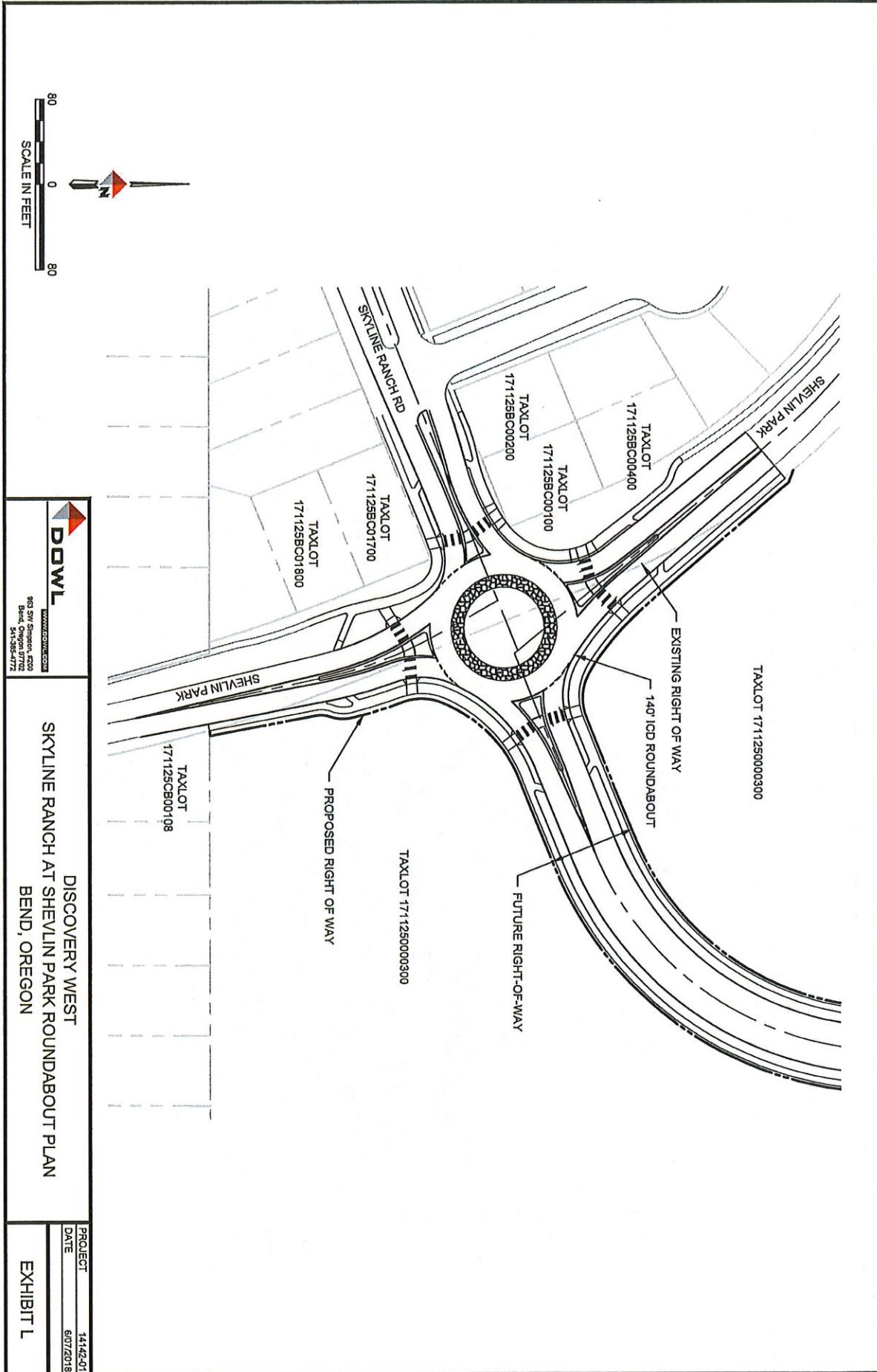
Duration of Approval:

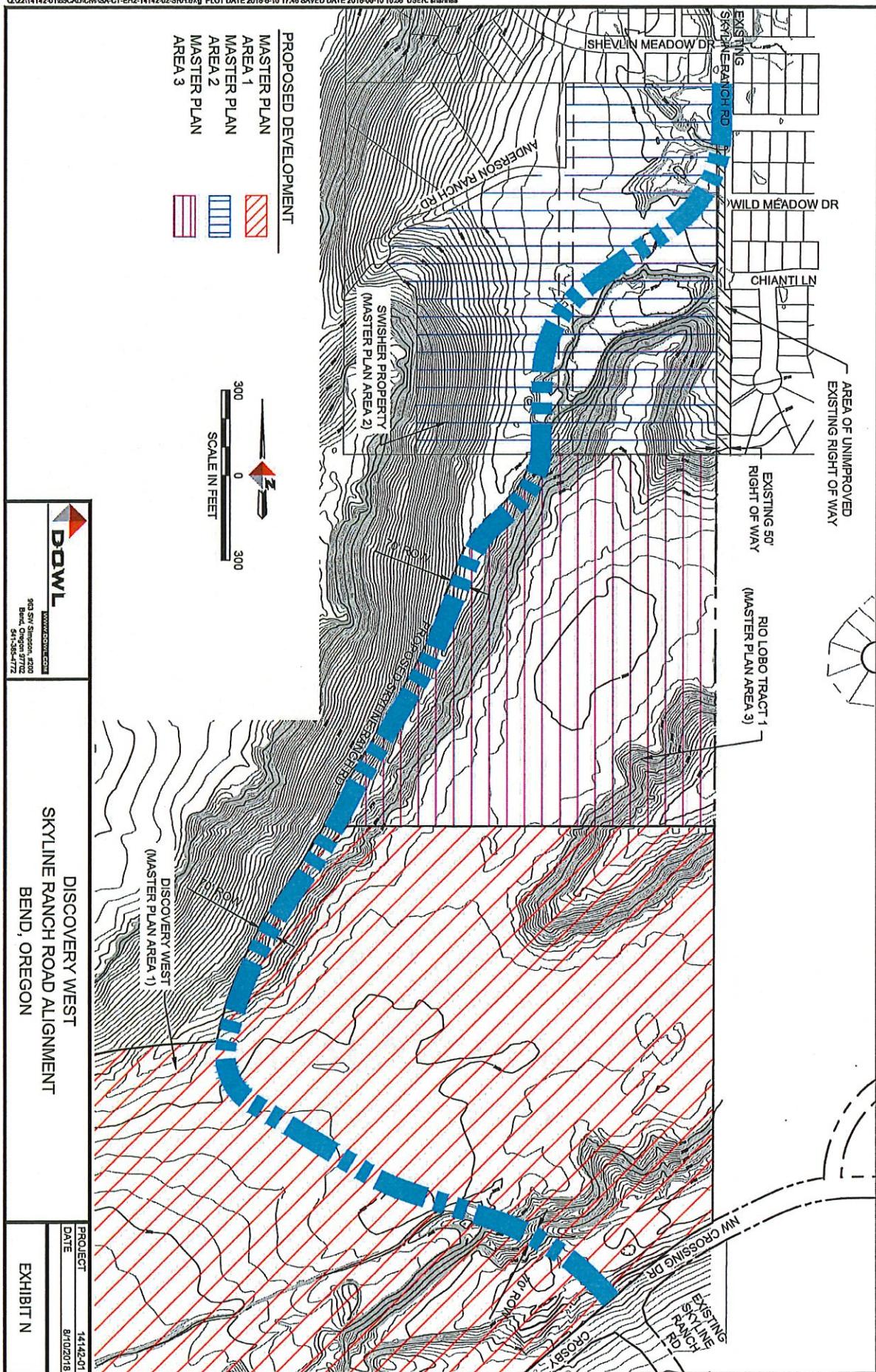
If a land use application or development agreement is not completed within six (6) months from the date this memorandum was signed, this approval shall be void.

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

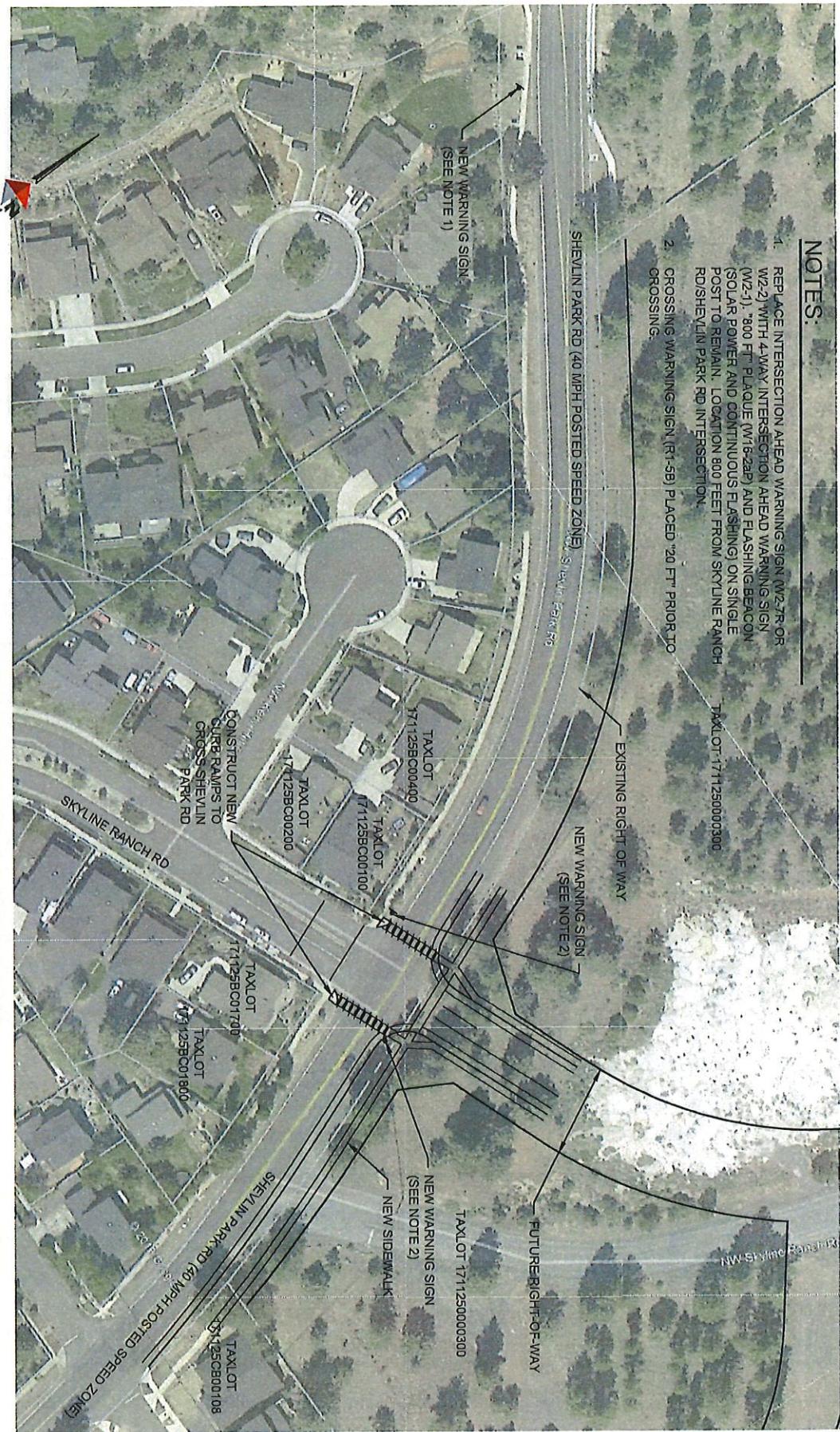
APPROVED BY: 
 Ryan Oster, PE, City Engineer

DATE: 8/8/2018





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SCALE IN FEET



DOWL www.dowl.com 935 SW Simpson, #200 Bend, Oregon 97702 541.382.5772	INTERIM SAFETY IMPROVEMENT PHASE 2 SKYLINE RANCH / SHEVELIN PARK RD WITH FUTURE SKYLINE RANCH RD CONSTRUCTED BEND, OREGON
PROJECT DATE 7/18/2018	EXHIBIT O-2

Exhibit Q

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



COMMUNITY
DEVELOPMENT

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

PROJECT PROPOSAL

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

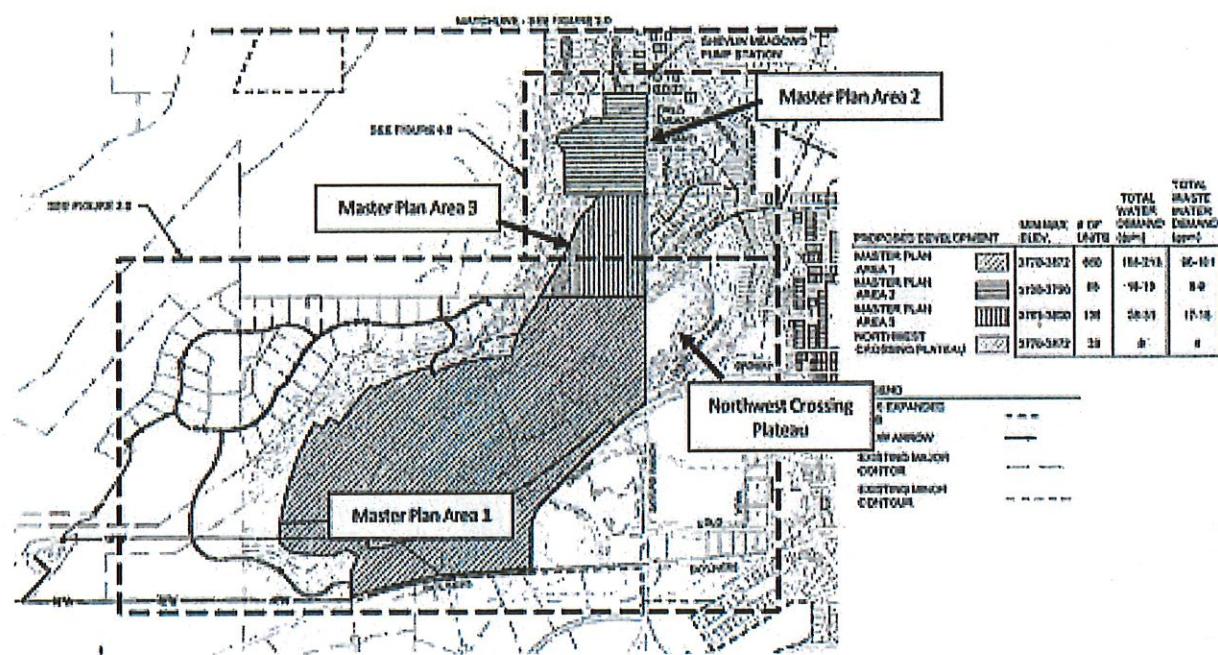


Figure 1: Master Plan areas 1,2,3 and Northwest Crossing Plateau

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

MODELING LOCATIONS

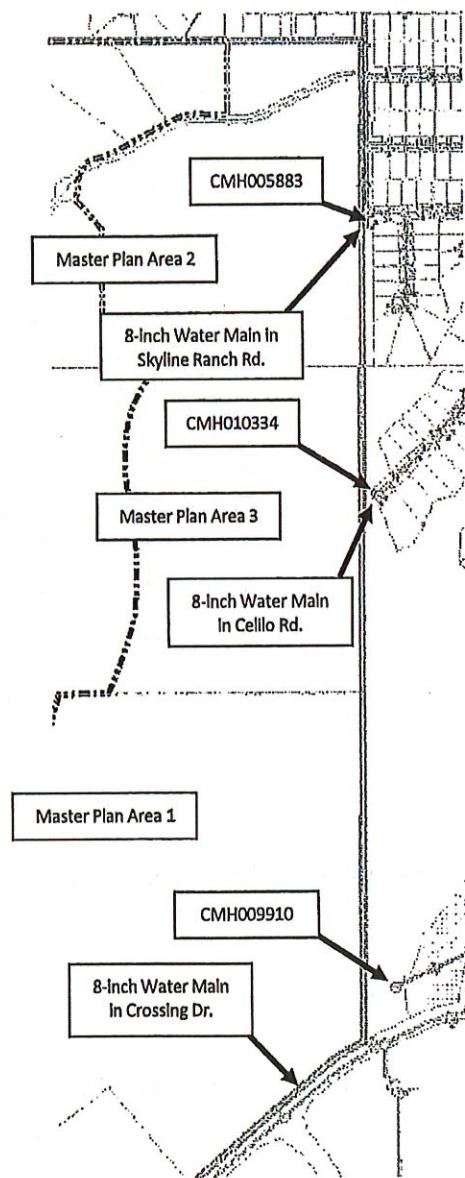


Figure 3: Master Plan Areas 1,2, and 3 Potential Connection Points

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

Results:

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

Anticipated Mitigations

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

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

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

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

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

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

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

Results:

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

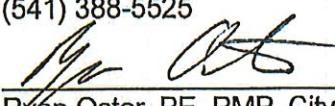
Location	Main Diameter	Elevation (ft)	Est. Static Pressure (psi)	Est. Residual Pressure (psi)	Est. Flow Available
Skyliners Rd. (Jct-307)	36-Inch Ductile Iron (Pressure Zone 3)	3830	67.94	66.28	3,500+ gpm
NW Crossing Dr. and NW Elwood Ln. (Jct-6719)	8-inch Ductile Iron (Pressure Zone 3)	3818	71.03	40.46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

DURATION OF APPROVAL

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

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

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

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