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DRAFT: 8/11/05

**AGREEMENT CONCERNING DEVELOPMENT ACTIVITIES  
AND PUBLIC FACILITIES FOR IDENTIFIED ANNEXATION AREAS**

AMONG: JACKSON UNION LLC,  
LONE OAK LAND & INVESTMENT LLC  
and KATHLEEN and LESLIE LAUMAN (Collectively, "Owners")

AND: CITY OF NORTH PLAINS, OREGON ("City")

PREAMBLE:

Owners respectively own or control the three parcels of real property described in attached Exhibit A ("the Annexation Areas"). Such properties are presently located inside the City's Urban Growth Boundary but outside the City limits.

The City received approval from the Oregon Land Conservation and Development Commission ("LCDC") to urbanize the Annexation Areas through the extension of City services and to add such properties to the City's Urban land base, to be utilized for additional residential growth, public facilities and supporting commercial uses.

In order for the City to pursue the urbanization process and for Owners to develop at Urban levels with appropriate public facilities and infrastructure, while being consistent with the LCDC order approving expansion of the City's Urban Growth Boundary, it is necessary to annex the Annexation Areas to the City. Annexation to the City requires approval by the City Council and an affirmative vote of electors within the City.

The City believes it is best served by establishing a program and sequence for accommodating the additional growth to the City which will occur through future development of the Annexation Areas. The purpose of this Agreement is to document certain understandings between Owners and the City relating to such issues so that it is clear that the City is prepared to propose to City voters the annexation of the Annexation Areas only under circumstances in which Owners have agreed to

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a program and sequence for development of the Annexation Areas and for provision of public facilities and infrastructure serving the Annexation Areas.

NOW, THEREFORE, the parties hereby agree as follows:

1. Sequence of Development. Based upon the LCDC order and assuming provision for adequate public facilities and infrastructure, it is estimated that approximately 700 new residential dwellings units can be developed within the Annexation Areas. In order for the City to absorb and accommodate such new development, a sequence for phasing-in development of the Annexation Areas is essential. The parties agree that the following development sequencing shall apply to the Annexation Areas:

<u>Time Period</u> (Calendar Years)	Estimated Number of Dwelling Units Available for <u>Building Permit Issuance</u>
2006-'08	260
2009-'11	200
2012-'14	150
2015-'17	90

The parties recognize that logical phasing lines consistent with the appropriate provision of public services will not permit precise dwelling unit build-out to occur according to the above schedule. Consequently, the above estimated dwelling unit figures for each time period may be adjusted by a factor not exceeding 10%, based upon specific development approvals implementing the Master Plan process, described in Paragraph 3, below.

2. Distribution Among Areas and Carry-Over. The allocation of dwelling units for each time period listed in Paragraph 1, above, shall be distributed among the three Annexation Areas in

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accordance with the Master Plan process. The intent guiding the Master Plan for distribution of dwelling units among the three Annexation Areas is that: (a) appropriate infrastructure and public facilities shall be planned or will be concurrently available to accommodate a specific level of build-out; and (2) that logical, coherent neighborhoods will be created which will enhance the City from a planning and community development standpoint. To the extent that building permits for the number of dwelling units permitted under Paragraph 1 are not issued within a particular time period, that number of unused building permits shall be carried over to the next time period described in Paragraph 1. If it is determined in the Master Plan process (within the 10% limitation described in Paragraph 1) that the total build-out over the 2006-'17 period should differ from the overall estimated 700 units, an adjustment shall occur in the 2015-'17 time period.

3. Master Plan. The understandings included in this Agreement shall be implemented by a Master Plan which specifically regulates development of the Annexation Areas. The Master Plan shall be in addition to City zoning and development standards and will address issues of infrastructure and public facilities as well as neighborhood planning and design, inclusive of establishing the distribution of dwelling units among the three Annexation Areas. No building permits shall be issued for any dwelling units within the Annexation Areas prior to adoption of the Master Plan. The parties agree that they will cooperate in a diligent, pro-active manner to create an approved Master Plan, using a tentative date for such approval, as March 1, 2006. This will permit appropriate infrastructure planning and construction consistent with the schedule established in Paragraph 1, above. If the March 1, 2006 approval date cannot be attained, the parties shall cooperate to achieve Master Plan approval as soon thereafter as is feasible. The Master Plan shall be developed through the Planning Commission/City Council processes with appropriate public comment opportunities and public hearings. As part of the process, Owners shall proactively work with City residents to assist in creating a Master Plan which is consistent with

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community values, while adhering to the LCDC order for appropriate residential density levels in the Annexation Areas.

4. Public Facilities and Infrastructure. In addition to paying City System Development Charges, hook-up charges and other fees associated with the development of the Annexation Areas, Owners shall be responsible, at Owners' expense, to assure that all new infrastructure necessary to serve the Annexation Areas at the development levels described in Paragraph 1, above, will be installed prior to, or concurrent with, the residential build-out permitted for such areas under the Master Plan. In addition, Owners agree that sites for a future elementary school and City parks/open spaces will be identified and reserved in the Master Plan process. Such areas shall not be permitted for use as private development sites. Subject to final approval in the Master Plan process, the City and Owners have tentatively identified school and park sites in the Annexation Areas.

5. Non-Residential Development. While the primary development of the Annexation Areas will be for residential purposes, the City contemplates that (in addition to public facilities or other institutional uses) a portion of the Annexation Areas will be used for supporting commercial (office or retail) or mixed-use forms of development. Because it is difficult to predict market needs and sensitivities for these types of uses and because the City wishes to encourage appropriate supporting commercial uses and mixed-use development, the schedule and limitations for build-out described in Paragraph 1, above, shall not apply to such uses. Build-out will occur, instead, as market conditions dictate, consistent with the identified locations for commercial and mixed-use development as part of the Master Plan.

6. Condition to Vote on Annexation. The City's official authorization to hold an election relating to inclusion of the Annexation Areas into the City is specifically conditioned upon City Council approval of this Agreement and execution of this Agreement by Owners. The existence of this Agreement shall be incorporated into the explanatory statement accompanying the ballot submitted to

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City voters relating to consideration of the Annexation Areas. Because of the importance and value to the community of establishing a long-range plan for future development of the Annexation Areas and the need to establish appropriate public facility and infrastructure locations, all of the Annexation Areas shall be subject to this Agreement, irrespective of specific ownership or development rights. For these reasons, the City shall also submit to City voters the question of annexing all of the Annexation Areas as a single electoral matter.

7. Effect of Agreement. This Agreement shall take effect upon the official certification of the election results approving annexation of the Annexation Areas into the City. At such time, Owners shall immediately record in the Official Records of Washington County and the City of North Plains, a fully executed copy of this Agreement so that the provisions of this Agreement shall run with each of the parcels of land described in Exhibit A and will bind and burden Owners and Owners' successors and assigns, for the duration of this Agreement. Such duration shall terminate on December 31, 2017. Any platting, land division or other matter connected with the transfer of real property interest relating to any portion of the Annexation Areas described in attached Exhibit A, shall reference this Agreement as an exception to title, so that all parties having any interest in such Annexation Areas shall be on notice as to the effect of this Agreement.

8. City Obligations. When this Agreement takes official effect, Owners' rights under this Agreement shall vest, in consideration for the multiple commitments which Owners will be making in reliance upon this Agreement and the implementing processes relating to this Agreement. The City shall act consistently with this Agreement in regulating and administering City legal requirements and processes relating to the Annexation Areas. The City's Zoning and Development Codes shall be applied and interpreted consistently with this Agreement and with the Master Plan for the Annexation Areas.

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9. Further Cooperation. The City and Owners shall fully cooperate with each other in order to fully implement the provisions of this Agreement once the Agreement officially takes effect.

10. Amendment. This Agreement may not be amended unless City and Owners (or their successors or assigns) agree by written document in recordable form to any such amendment, following approval of such amendment by the City Council.

SO AGREED:

CITY:

CITY OF NORTH PLAINS, OREGON

By: \_\_\_\_\_  
Its: Mayor, based upon authorization  
from the City Council  
Date: \_\_\_\_\_

OWNERS:

JACKSON UNION LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

LONE OAK LAND & INVESTMENT LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

KATHLEEN and LESLIE LAUMAN

By: \_\_\_\_\_  
Date: \_\_\_\_\_