



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, DECEMBER 03, 2025

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend  
(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

### AGENDA

**MEETING FORMAT:** In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link:  
<http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

**Citizen Input:** The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

**Zoom Meeting Information:** This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.

***Time estimates:***

*The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.*



## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

**Note:** *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734.*

## COMMISSIONER ANNOUNCEMENTS

## CONSENT AGENDA

- [1.](#) Authorization to purchase a Caterpillar 980 Loader from Peterson Caterpillar
- [2.](#) Approval of an amendment to the contract with Oregon Beverage Services for alcohol management and sales at the Fair & Expo Center
- [3.](#) Approval of Document No. 2025-935, an Improvement Agreement for Phase E1 of the Caldera Springs Destination Resort
4. Consideration of Board Signature on letter thanking Greg Gettig for service on the Lazy River Special Road District Board
5. Approval of the BOCC meeting minutes of November 17, 2025

## ACTION ITEMS

- [6.](#) **9:10 AM** Legislative Updates for 2026 Legislative Short Session
- [7.](#) **9:30 AM** Public Hearing and consideration of Order 2025-054 approving the annexation of certain property into the Redmond Fire & Rescue District
- [8.](#) **9:35 AM** Public Hearing and consideration of Order 2025-053 approving annexations into the Redmond Fire & Rescue District
- [9.](#) **9:40 AM** Review of an applicant-initiated text amendment to the Sunriver Community Limited District Zone



- [10.](#) **9:50 AM** Consideration of Order 2025-057: Consent to City of Bend Sequential Review UGB Process
- [11.](#) **10:05 AM** Application for a Continuum of Care (CoC) grant from the Homeless Leadership Coalition
- [12.](#) **10:15 AM** FY 2027 Budget Development Discussion
- [13.](#) **11:00 AM** Recommendations from the District Mapping Advisory Committee to the BOCC

## OTHER ITEMS

*These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.*

## EXECUTIVE SESSION

*At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.*

*Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.*

## ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This meeting/event is accessible. Accommodations including sign and other language interpreter services, assistive listening devices, materials in alternate formats such as Braille, large print, electronic formats, or language translations are available upon advance request at no cost. Please make a request at least 24 hours in advance of the meeting/event by calling Brenda Fritsvold at (541) 388-6572 or send an email to [brenda.fritsvold@deschutes.org](mailto:brenda.fritsvold@deschutes.org).



El condado de Deschutes anima a las personas con discapacidad a participar en todos los programas y actividades. Esta reunión/evento es accesible. Hay disponibles servicios de intérprete de lengua de señas y de otros idiomas, dispositivos de escucha asistida, materiales en formatos alternativos como braille, letra grande, formatos electrónicos, traducciones o cualquier otra adaptación, con solicitud previa y sin ningún costo. Haga su solicitud al menos 24 horas antes de la reunión/el evento llamando a Brenda Fritsvold al (541) 388-6572 o envíe un correo electrónico a [brenda.fritsvold@deschutes.org](mailto:brenda.fritsvold@deschutes.org).

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## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Authorization to purchase a Caterpillar 980 Loader from Peterson Caterpillar

**RECOMMENDED MOTION:**

Move approval of an agreement with Peterson Caterpillar to purchase a Caterpillar 980 loader.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Department of Solid Waste has budgeted funds for the replacement of a 980 loader at Knott Landfill. The landfill requires this equipment for site operations.

Deschutes County is a member of Sourcewell, a national government agency cooperative purchasing program. The County often purchases fleet vehicles and heavy equipment through this program, which affords savings and preferred pricing as Sourcewell vendors are secured through competitively bid purchasing contracts. Staff proposes purchasing this loader from Peterson Caterpillar through the Sourcewell procurement process.

**BUDGET IMPACTS:**

The purchase agreement is in the amount of \$711,213.31. Funds are budgeted in the FY25-26 Equipment Reserve Fund 614 Solid Waste Department budget for the purchase of this piece of equipment.

**ATTENDANCE:**

Tim Brownell, Director of Solid Waste



PETERSON MACHINERY CO. 5450 NE Five Oaks Dr. Hillsboro, Oregon 97124 Tel: (503) 288-6411 Fax: (510) 352-4570

PURCHASER	DESCHUTES COUNTY ROAD DEPT				
STREET ADDRESS	61150 27TH ST			<SAME>	
CITY/STATE	BEND, OR			COUNTY	DESCHUTES
POSTAL CODE	97702-9631			PHONE NO.	541 322 7101
CUSTOMER CONTACT:	EQUIPMENT - PHONE NO.				
	PRODUCT SUPPORT - PHONE NO.				
INDUSTRY CODE:	GOVERNMENT COUNTY GOVERNMENT (843 )			PRINCIPAL WORK CODE	
				F.O.B. AT: Redmond	
CUSTOMER NUMBER	1756150			Sales Tax Exemption # (if applicable)	
				CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON CAT CARD	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> Cat Fi ISC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
OPTIONAL BUY-OUT \$0.00					
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: TBA	MODEL: 980-LR			YEAR: TBA	
STOCK NUMBER: TBA	SERIAL NUMBER: TBA				
980 WHEEL LOADER	540-2521	CAB, DELUXE, STRG JOYSTICK	633-5469	SOUND SUPPRESSION, STANDARD	558-7516
LANE 3- AVAILABLE FROM NORTH LITTLE ROCK FACTORY.		FILTRATION, STANDARD	633-1821	BKTA GP ST 137" 7.50YD3 PO	516-1378
LANE 3 ORDER	0P-9003	WINDOWS, STANDARD	627-6938	LUBRICATION, MANUAL, STD/HL	558-7497
REGIONAL PKG 14B, AM-N, JSTK	634-1833	JOYSTICK 2V, STEERING JOYSTICK	632-7154	SERIALIZED TECHNICAL MEDIA KIT	421-8926
INDUSTRIAL PACKAGE	633-2865	STEERING SYST, STD JSTK	558-7536	LIGHTS, REVERSING STROBE	569-4049
LINKAGE, STANDARD LIFT	631-5276	PRODUCT LINK, CELLULAR PLE643	641-7597	LIGHTS, SERVICE/ACCESS	569-4050
COUNTERWEIGHT, STD/HL/SM	631-4824	TECHNOLOGY, PAYLOAD, ASSIST	633-1811	TOOL BOX	548-4349
AXLES, LSD/LSD, AOOR	558-7402	CAMERA, REAR VISION	572-1871	CAMERA, DEDICATED REAR VIEW	633-1827
NO AXLE OIL COOLER	558-7408	FUEL TANK, FAST FILL READY	566-6254	GUARD, HINGED, POWERTRAIN	552-8610
TRANSMISSION, HEAVY DUTY	508-8571	COOLING CORES, 6 FPI	566-1380	ACTUATOR, HINGED, POWERTRAIN	558-7561
HYDRAULICS, 2V RC	558-7469	FAN, VPF, ANSI	558-7461	GUARD, TILT CYLINDER	566-5671
NO QUICK COUPLER READY	0G-0386	ANTIFREEZE, -34C (-29F)	576-0974	OIL CHANGE SYSTEM, HIGH SPEED	365-0313
HYDRAULIC OIL, STANDARD	415-5594	OMISSION, TIRES AND RIMS	0P-3649	FILM, WASTE	468-0171
STARTING, COLD (120V)	558-7546	AIR INLET PRECLEANER, TRASH	365-0221	PACK, DOMESTIC TRUCK LESS TIRE	0P-0311
LIGHTS, LED, INDUSTRIAL	558-7485	FENDERS, NARROW	550-3425		
TRADE-IN EQUIPMENT					
MODEL: _____	YEAR: _____	SN: _____	SELL PRICE		\$842,360.39
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SOURCEWELL COOP CONTRACT DISCOUNT 11% OFF LIST		(\$92,659.64)
MODEL: _____	YEAR: _____	SN: _____	PETERSON ADDED DISCOUNT		(\$84,236.04)
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE		\$707,182.37
MODEL: _____	YEAR: _____	SN: _____	PDI, FIRE SUPPRESSION, INSTALL WHEELS / TIRES, EPP 48/1000 PHT		\$41,717.66
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SALES TAX (0.57%)		\$4,030.94
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			AFTER TAX BALANCE		\$711,213.31
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY		
CATERPILLAR EQUIPMENT WARRANTY It is understood that no other warranties of any kind, whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are or have been made or authorized by PETERSON with respect to any machinery, EQUIPMENT or other products described herein unless endorsed herein and signed by the parties hereto. No adjustments, repairs or replacements of any items sold hereunder, or assistance given by seller to buyer in connection with same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty. Below lists Warranty applicable for Sold EQUIPMENT including expiration date. Warranty applicable including expiration date where necessary: 12 Month, Unlimited Hours 48 month / 10000 hr Powertrain, Hydraulic & Tech			All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: _____ _____ _____		
CSA:					
NOTES:					

ADDITIONAL TERMS: THE UNDERSIGNED PURCHASER (IF MORE THAN ONE, JOINTLY AND SEVERALLY) HAVING BEEN QUOTED BOTH A TIME AND A CASH PRICE, HEREBY PURCHASES AND UNDERSIGNED SELLER HEREBY SELLS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES HEREOF, THE ABOVE DESCRIBED EQUIPMENT. HEREIN FURTHER CALLED THE COLLATERAL. THE TERMS AND CONDITIONS HEREIN SET FORTH INCLUDING ALL TERMS AND CONDITIONS SET FORTH ON THE BACK HEREOF WHICH ARE HEREBY INCORPORATED HEREIN, ARE AGREED TO BY PURCHASER AND SELLER AND PURCHASER ACKNOWLEDGES THAT HE HAS FULLY READ THIS AGREEMENT, BOTH FRONT AND BACK PAGES, AND ASSENTS TO ALL OF ITS TERMS AND CONDITIONS

ORDER RECEIVED BY Meyer, Shane REPRESENTATIVE Peterston APPROVED AND ACCEPTED ON DESCHUTES COUNTY ROAD DEPT PURCHASER

BY \_\_\_\_\_ SIGNATURE \_\_\_\_\_





## DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](https://www.caterpillar.com/en/legal-notices/data-governance-statement.html) ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215) document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company (Print)

\_\_\_\_\_  
Company Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### FOR DEALER USE ONLY

\_\_\_\_\_  
Company UCID

\_\_\_\_\_  
Company Representative CWS ID

\_\_\_\_\_  
Main Store Dealer Code

\_\_\_\_\_  
Dealer Representative Name

\_\_\_\_\_  
Dealer Representative CWS ID



## TERMS AND CONDITIONS

1. The seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
  2. This order when accepted by seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, epidemic, pandemic or other natural disasters, government action or any other causes beyond the control of the seller or otherwise affecting the supply chain, whether the same as or different from the matters and things hereinbefore specifically enumerated; and any of said causes shall absolutely absolve the seller from any liability to the purchaser under the terms hereof.
- This order when accepted by seller shall be further subject to such changes in price, terms, delivery date, delivery priorities, and other conditions varying from the terms hereof as may be current when the within ordered machinery, equipment, attachments, and parts are ready for delivery. Purchaser shall be responsible for payment of all applicable fees, taxes and charges arising from or related to the purchase and sale of the equipment and goods described on the reverse side hereof, including, without limitation, any and all sales tax, use tax, surcharges, pass through charges (including state corporate activity taxes), environmental fees and service fees, along with any interest, finance charges or administrative fees that may accrue if and as a result of purchaser's failure to timely and/or properly pay amounts owing from purchaser when due.
3. It is understood and agreed that title to and right of possession of said equipment shall remain vested in seller until obligations of purchaser hereunder and payment of all other sums which may be due or are to become due from purchase to seller, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the purchaser.
  4. The seller's responsibility for shipments ceases upon delivery to a transportation company; and any claims for shortages, delays, or damages occurring thereafter shall be made by the purchaser directly to the transportation company. Any claims against the seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
  5. The purchaser agrees that this order shall not be countermanded by purchaser, that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale as above specified), it will cover all agreements between the parties relative to this transaction, and that the seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.
  6. When the machines necessary to fill this order are available, the purchaser agrees on demand to execute and deliver to the seller such notes and contracts as may be required by the seller to evidence the transaction. In the event that the purchaser fails to execute and deliver said notes and contracts to the seller, the entire balance of the purchase price shall at the seller's option become immediately due and payable.
  7. **EQUIPMENT MANAGEMENT ELECTRONIC DATA / PRIVACY NOTICE.** For EQUIPMENT equipped with Product Link™ and Vision Link™, CUSTOMER understands that data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates ("Caterpillar"), and or its dealers to better serve CUSTOMER and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure as Caterpillar recognizes and respects CUSTOMER's privacy. Information regarding Caterpillar's data governance and the remote services that may be a part of the EQUIPMENT, can be found at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html> and [https://www.cat.com/en\\_US/support/technologysolutionsnew/remoteservicesprocess.html](https://www.cat.com/en_US/support/technologysolutionsnew/remoteservicesprocess.html) as applicable, or by contacting Caterpillar at [CatConnectSupport@cat.com](mailto:CatConnectSupport@cat.com). CUSTOMER acknowledges, understands and agrees that any questions or requests for information regarding ongoing collection of data and information by Caterpillar or its participation in Caterpillar Remote Services, including any questions or requests to opt out of such processes or programs should be directed to Caterpillar at the email listed above. By executing this Agreement, CUSTOMER understands these disclosures and agrees to allow this data to be accessed by Caterpillar and/or its dealers.
  8. The seller shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise, suffered or sustained in the operation of any machinery or equipment, the subject of this order, nor for any damages alleged to result to purchaser by reason of any delays or alleged failure of said machinery or equipment to operate.
  9. The purchaser agrees that damages arising from failure to consummate the sale contemplated by this agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges, and related expenses that may be incurred by the seller to hold, store, and maintain the equipment until a sale can be made.
  10. Purchaser and seller agree that in the event it becomes necessary to undertake legal action to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. "It is agreed by and between the customer and Peterson that all disputes and matters whatsoever arising under, in connection, or incident to this agreement shall be litigated, if at all, in or before a Court located in the State of incorporation of the seller to the exclusion of the Courts of any other state or country."
  11. Should this order pertain to any used machinery or equipment, the following additional terms shall apply:
    - (a) Seller makes no representation as to the quality or functionality of such used machinery and equipment which is being sold "AS-IS".
    - (b) Seller makes no recommendations as to the use of equipment by Buyer.
    - (c) Buyer agrees that all equipment is purchased solely at risk of Buyer.
    - (d) Buyer hereby releases, discharges, and covenants not to sue Seller and will hold Seller free and harmless from all liability, claims, demands, losses, damages and costs ("claims") caused or alleged to be caused in whole or in part by the equipment purchased. Buyer further agrees that if any claim is made against Seller, Buyer will defend, indemnify, save, and hold harmless Seller from any and all loss, liability, damages, or costs which may be incurred as the result of such claim(s).





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Approval of an amendment to the contract with Oregon Beverage Services for alcohol management and sales at the Fair & Expo Center

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-944, an amendment to the contract with Oregon Beverage Services for alcohol management and sales at the Fair & Expo Center.

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon Beverage Services (OBS) is designated by the Deschutes County Fair & Expo Center as the exclusive seller of alcoholic beverages, with full responsibility and control in the operation, supervision and management of alcohol sales.

The original contract with OBS was executed in January 2023 following an RFP process and selection of OBS as the exclusive vendor of alcohol at the Fair & Expo. The contract's term was effective January 1, 2023 - December 31, 2025, with the possibility of two additional years upon mutual written agreement between both parties from January 1, 2026 - December 31, 2027.

This amendment would extend the expiration date of the original contract for another year to December 31, 2026. A second 12-month extension would be allowed upon mutual written agreement between both parties from January 1 - December 31, 2027.

In addition, this amendment incorporates Exhibit B, *Operational Procedures*, into the original contract.

**BUDGET IMPACTS:**

Estimated \$600,000 in revenue for the calendar year of January 1 to December 31, 2026.

**ATTENDANCE:**

Erik Kropp, Acting Fair & Expo Center Interim Director



REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2025-944  
AMENDING DESCHUTES COUNTY CONTRACT NO. 2023-020**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2023-020 dated January 1, 2023, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Oregon Beverage Services ("Contractor"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract is amended as follows:

1. Section 2.2 is deleted and replaced in its entirety as follows:

The expiration date of this Agreement is 12-31-2026, with the possibility of one (1) additional year upon mutual written agreement between both parties from January 1, 2027 - December 31, 2027, unless otherwise amended pursuant to Section 5.5 below.

2. Exhibit B is attached and incorporated herein to the Agreement.

CONTRACTOR NAME:

  
Authorized Signature

Dated this 20th of November, 2025.

COUNTY:

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, CHAIR

\_\_\_\_\_  
PATTI ADAIR, VICE CHAIR

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, COMMISSIONER



**EXHIBIT B**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2023-20**  
**OPERATIONAL PROCEDURES**

**ALCOHOL ORDERING, SALES, DEPOSITS, AND SETTLEMENT PROCEDURES**

The following procedures govern alcoholic beverage procurement, inventory, sales, deposits, reporting, and settlements for events held at Deschutes County Fair & Expo (DCFE). These procedures are intended for inclusion in the Agreement between Oregon Beverage Services, the Alcohol Management Company (the “Contractor”) and the host facility, DCFE (the OLCC license holder). *This procedural summary is intended to be incorporated into the Agreement and read in conjunction with the Agreement’s definitions, term, insurance, indemnity, and compliance provisions. Where a conflict exists, the Agreement controls.*

**1. Ordering and Delivery**

1. Contractor shall place all alcohol product orders required for DCFE events.
2. Upon delivery, Contractor shall accept the shipment and ensure DCFE receives a complete copy of the distributor invoice for each order at or before delivery.

**2. Distributor Invoicing and Payment (OLCC License Holder)**

1. DCFE, as the OLCC Liquor License holder, shall issue payment directly to the alcohol distributors for alcohol product orders upon receipt of the corresponding invoices.
2. DCFE shall provide the Contractor with confirmation of each payment upon request.

**3. Reimbursement to DCFE; Transfer of Product Ownership; Inventory Control**

1. Contractor shall reimburse DCFE for the full cost of each alcohol purchase paid by DCFE.
2. Upon DCFE’s receipt of such reimbursement, Contractor becomes the owner of the alcohol product and assumes all responsibility and liability for product.



3. Contractor shall maintain accurate records of product consumption for events held at DCFE (purchases, receipts, sales, returns, and depletions) and make such records available to DCFE upon request.

#### **4. Event Sales and Revenue Collection**

1. Contractor shall conduct all alcohol sales to event attendees and collect all corresponding revenue at point-of-sale.
2. Contractor may accept cash and credit/debit card tenders. Credit/debit card processing shall occur via Contractor's Square account unless otherwise agreed in writing.

#### **5. Deposits, Remittances, and Revenue Reporting**

- Cash Tender:
  1. Contractor shall deposit all cash revenue to the designated Deschutes County bank account assigned by DCFE.
  2. Contractor shall transmit a copy of the bank deposit slip to DCFE for revenue recording promptly after deposit.
- Credit Card Tender:
  1. Credit/debit card proceeds shall settle to the Contractor's bank account via its Square account.
  2. Contractor shall provide DCFE with a full revenue report for each event that identifies total gross revenue and the cash and credit/debit card tender amounts, in addition to billed amounts to the event.
  3. Contractor shall remit to DCFE the full amount of the credit/debit card tender reflected in the revenue report, thereby completing deposit of total event revenue into the Deschutes County bank account.
- Consolidated Reporting:
  1. For each event, Contractor shall deliver to DCFE: (a) deposit slip copy for cash deposit, (b) credit/debit card settlement detail from Square, and (c) an event revenue report reconciling cash and card tenders to total gross sales. Additional location reporting to be provided upon request.

#### **6. Reconciliation**

1. DCFE shall record revenue based on the deposit slip(s) and remittances received.



2. Contractor and DCFE shall reconcile any discrepancies between reported revenue, deposits, and card settlements and resolve variances through mutual verification of source documents (cash count sheets, POS summaries, Square reports, deposit receipts, and product depletions during events at DCFE).

## **7. Contractor Compensation**

1. Following each event, Contractor shall issue an invoice to DCFE for an amount equal to sixty-two percent (62%) of Gross Sales (as defined in the Agreement).
2. The Contractor's invoice shall itemize the allocation included within the 62% for: labor expense, alcohol expense, and management expense.
3. DCFE shall process payment of the Contractor's invoice through its standard accounts payable procedures.

## **8. Records, Access, and Retention**

1. Contractor shall retain all event-related financial records and product consumption records (including invoices, deposit slips, POS summaries, Square settlement reports, and depletion reports) and make such records available to DCFE for inspection and audit upon reasonable notice.
2. Records shall be retained for the minimum period required by applicable law, OLCC rules, and DCFE/Deschutes County records retention schedules.

## **9. Compliance**

1. Contractor shall conduct all ordering, storage, service, and sales of alcohol in compliance with OLCC requirements and DCFE policies, including server permitting, age verification, service limits, and hours of sale.
2. Nothing in these procedures alters DCFE's obligations as the OLCC license holder or the Contractor's obligations to comply with OLCC rules while acting under DCFE's license privileges.

## **10. Communications and Notice**

1. All documents referenced herein (invoices, deposit slips, revenue reports, reimbursements, and remittance confirmations) shall be transmitted to DCFE in the format and to the contacts designated by DCFE.
2. The parties shall promptly notify each other of any material issues affecting ordering, delivery, deposits, credit card settlements, or reconciliation.



**Contract # SA 23-20**

## **DESCHUTES COUNTY FAIR & EXPO STANDARD AGREEMENT**

THIS AGREEMENT, made and entered into this 12/16/2022 is by and between the Deschutes County Fair & Expo Center ("DCFE") and Oregon Beverage Services

Name:  
Oregon Beverage Services, Inc

Contact:  
Carroll Unruh

Address:  
2713 19th St SE,

City, state, postal:  
Salem, OR 97302

Phone:  
[\(503\) 362-3391](tel:(503)362-3391)

Email:  
[carroll@oregonbeverage.com](mailto:carroll@oregonbeverage.com)

("Contractor") (collectively, the "Parties"). The Parties, in consideration of the mutual promises, terms and consideration provided herein, agree to the following:

### **SECTION 1 – PURPOSE AND STANDARDS OF SERVICES**

- 1.1 This Agreement sets forth the responsibilities and clarifies the relationship between DCFE and Contractor.
- 1.2 This document is a standardized form utilized by DCFE to ensure all agreements comply with state statutes, local county code provisions, and DCFE policies. This document includes and incorporates additional attachments, specified in Section 3 below.



## **SECTION 2 – CONTRACT TERM**

- 2.1 The effective date of this Amendment is: 1-01-2023, or upon signature by both parties, whichever is later.
- 2.2 The expiration date of this Amendment is 12-31-2025, with the possibility of two (2) additional years upon mutual written agreement between both parties from January 1, 2026 – December 31, 2027, unless otherwise amended pursuant to Section 5.5 below.
- 2.3 Passage of the contract expiration date shall not extinguish or prejudice DCFE's right to enforce this contract with respect to any default or defect in performance that has not been cured.

## **SECTION 3 – ADDITIONAL DOCUMENTS AND ATTACHMENTS**

- 3.1 The following documents are incorporated into this Agreement (check all that apply):

- ☒ Attachment "A" – Statement of Work/Schedule/Payment Terms
- ☐ Attachment "B" – Contract and Agreement
- ☐ Attachment \_\_\_\_ – Rodeo Stock and Production Services
- ☐ Attachment \_\_\_\_ – Contractor Status Form
- ☐ Attachment \_\_\_\_ - Additional Terms and Conditions, Food Concessions
- ☐ Attachment \_\_\_\_ - Additional Terms and Conditions, Entertainment
- ☐ Attachment \_\_\_\_ - Rules and Regulations of the Fair
- ☐ Attachment \_\_\_\_ - Modifications to General Contract Terms and Conditions (Section 5)

- 3.2 To be enforceable, any rider or other written requirements shall be attached to this Agreement and specifically annotated in this Section 3. It is understood and agreed that all of the terms and provision as set forth in above-listed attachments are incorporated herein by reference as though fully set forth herein, and breach or other violation by Contractor of said incorporated terms and provision shall constitute a breach of this Agreement.
- 3.3 In the event there is a conflict between the documents comprising this Agreement, the following order of precedence shall apply: "Modification to General Contract Terms and Conditions" (if applicable); the terms and conditions in the body of this Agreement; "Statement of Work / Schedule / Payment of Terms;" "Additional Terms and Conditions, Food Concessions" (if applicable); "Additional Terms and Conditions, Entertainment" (if applicable); "Entertainment Proposal" (if applicable); "Entertainment Contract Rider / Requirements" (if applicable); any other incorporated document.

## **SECTION 4 – DCFE CONTRACT ADMINISTRATOR; NOTICES**

- 4.1 Any notice, request, demand, instruction, or any other communication having material effect on this Agreement to be given to any party hereunder shall be in writing, sent by registered or certified mail as follows:



To DCFE: Geoff R. Hinds  
 3800 SW Airport Way  
 Redmond, OR 97756

To Contractor: Address set forth on Page 1 of this Agreement.

## **SECTION 5 – GENERAL CONTRACT TERMS AND CONDITIONS**

- 5.1 **MODIFICATIONS.** Unless a “Modification to General Contract Terms and Conditions” attachment is incorporated to this Agreement pursuant to Section 3.1 above, the terms and conditions contained in this Section 5 shall apply.
- 5.2 **ENTIRE AGREEMENT.** This Agreement (including the attachments annotated in Section 3) is the complete and exclusive statement of the agreement between the Parties and supersedes all prior agreements, oral or written, and all other communication between the Parties relating to the subject matter of this Agreement.
- 5.3 **HEADINGS.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the agreement nor the extent of any provision thereof.
- 5.4 **AUTHORSHIP.** This Agreement has been submitted to the scrutiny of all Parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.
- 5.5 **AMENDMENTS.** This Agreement shall only be amended in writing, executed by both Parties.
- 5.6 **GOVERNING LAW/VENUE/ATTORNEY FEE/WAIVER.** The laws of the State of Oregon shall govern this Agreement without regard to principles of conflicts of law. Any action commenced in connection with this Agreement shall be in the Circuit Court of Deschutes County; provided however, if an action is brought in a federal forum, then it shall be brought and conducted solely within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees for any claim, action, suit or proceeding, including any appeal. All rights and remedies of DCFE shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of DCFE according to law.
- 5.7 **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. The provisions of ORS 279A, 279B, 279C and DCC Chapter 2.37 are incorporated herein to the extent applicable.
- 5.8 **SEVERABILITY.** If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of the Agreement.



**5.9 ASSUMPTION OF RESPONSIBILITY.** Contractor expressly assumes full responsibility for all persons connected with Contractor pursuant to this Agreement, including but not limited to, including all its employees, agents, vendors, exhibitors, members, invitees and contractors. Contractor shall ensure all aforementioned persons comply with all provisions of this Agreement and attachments hereto.

“Employees” includes but is not limited to bar managers, bartenders, bar-backs, cocktail servers and other employees who are dedicated to the Liquor Operations. The employees are, and at all times during the term of this Agreement will be, employees of the Contractor. Compensation, including, but not limited to, salary, bonuses, benefits, PTO, insurance and taxes for any employees shall be the responsibility of Contractor.

**5.10 INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an “independent contractor” and is not an employee of DCFE, Deschutes County, or the Deschutes County Fair Board, and, as such, accepts full responsibility for taxes or other obligations associated with any payment for services rendered to Contractor under this Agreement. As an “independent contractor,” Contractor will not receive any benefits normally accruing to Deschutes County employees.

**5.11 INDEMNIFICATION.** To the fullest extent authorized by law, Contractor shall defend, indemnify, and hold harmless, Deschutes County, its officers (including the Deschutes County Fair Board), elected officials, employees, agents, and volunteers from any and all claims, damages, losses, and expenses including but not limited to reasonable attorney’s fees arising out of or resulting from Contractor’s, including its employees and agents, actions or failure to act pursuant to this Agreement.

**5.12 INSURANCE REQUIREMENTS.**

**5.12.1** Contractor shall purchase and maintain, at Contractor’s expense the following insurance:

- a. Comprehensive general liability insurance covering personal injury and property damage with at least \$3,000,000 limit per occurrence and \$5,000,000 in aggregate. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement;
- b. Liquor liability insurance with at least \$3,000,000 limit per occurrence and \$5,000,000 in aggregate. This insurance shall include contractual liability coverage for the indemnity provided under this Agreement; and,
- c. Automobile liability insurance with combined single limit coverage of not less than \$1,000,000 each claim, incident, or occurrence.

**5.12.2** Deschutes County, its officers (including the Deschutes County Fair Board), elected officials, employees, agents, and volunteers must be named as additional insureds with respect to any work or activity commenced by Contractor in connection with this Agreement. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional



coverage.

5.12.3 Contractor shall deliver to DCFE, prior to the commencement of any work or activity commenced in connection with this Agreement, a certificate of insurance evidencing all policies required by this Agreement including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s).

5.12.4 Contractor shall advise DCFE within two (2) business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this Agreement.

5.13 **WORKERS COMPENSATION.** Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. Unless otherwise exempt, Contractor shall provide DCFE with certification of Worker's Compensation Insurance, with the employer's liability in the minimum amount of \$1,000,000.

5.14 **NONDISCRIMINATION.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part by DCFE.

5.15 **TERMINATION.** This Agreement may be terminated under the following conditions: a) by written mutual agreement of both parties, b) upon thirty (30) calendar days' written notice by either party to the other of intent to terminate, c) immediately upon breach of the Agreement by Contractor or d) as outlined in Exhibit A pursuant to specific conditions.

5.16 **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted or assigned to any other individual, firm, or entity without the express and prior written approval of DCFE.

5.17 **HAZARDOUS SUBSTANCES.** Contractor and all persons and entities associated with Contractor, including exhibitors, invitees, customers or participants, shall not bring any hazardous substance into or onto any DCFE facilities. "Hazardous Substance" has the meaning provided in ORS 465.200(16). If any governmental entity or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substance that occurs as a result of Contractor and all persons and entities associated with Contractor, it shall be at the expense of the Contractor to prepare and submit the required plan and all related bonds and other financial assurances, and Contractor shall carry out all such cleanup plans at its own expense.

5.18 **SURVIVAL.** The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this contract.

5.19 **STANDARD OF SERVICES.** Contractor agrees to perform its services with that



standard of care, skill and diligence normally provided by a professional individual in the performance of similar services.

**5.20 TIME OF ESSENCE.** Time is of the essence for this Agreement.

**5.21 FORCE MAJEURE.** Neither DCFE nor Contractor shall be held responsible for delay or default in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond the Parties' reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governments acts or omissions, changes in laws or regulations, national strike, fire, explosions, generalized lack of availability of raw materials or energy. The Parties shall make all reasonable efforts to remove or eliminate such a cause of delay and shall diligently pursue performance under this Agreement. The Parties agree that this provision shall not excuse a delay or default due to Contractor's financial distress nor the inability of Contractor to make a profit or avoid a financial loss, changes in market prices or conditions, or Contractor's financial inability to perform its obligations hereunder.

**5.22 DCFE PRIORITIES.** Contractor shall comply promptly with any requests by DCFE relating to the emphasis or relative emphasis to be placed on various aspects of the work or activity commenced by Contractor in connection with this Agreement, or to such other matters pertaining to said work or activity.

**5.23 TAX COMPLIANCE.** Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Agreement. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Agreement or during the term of the Agreement is and will be deemed a default for which DCFE may terminate this Agreement contract and seek damages and/or other relief available under the terms of the Agreement or under applicable law.

**5.24 THIRD PARTY BENEFICIARIES.** DCFE and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives any benefit or right to third persons unless such third persons are individually identified by name herein and are expressly described as intended beneficiaries of the terms of this Agreement.

**5.25 COUNTY FAIR STANDARDS.** To the extent this Agreement pertains to the Deschutes County Fair or other similar event held at the Deschutes County Fair and Expo Center, the Contractor is reminded that the County Fair and the Fair and Expo Center are intended to be family-friendly environments, and Contractor shall thereby commence any work or activity in connection with this Agreement in a manner that furthers that family-friendly standard.

**5.26 NON-DISCRIMINATION.** Contractor agrees to not discriminate against any employee or applicant for employment because of age, creed, ancestry, sexual



REVIEWED

LEGAL COUNSEL

orientation, disability, color, sex, marital status, religion, or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.

- 5.27 **COPYRIGHT.** Contractor shall be solely responsible for the payment of any and all royalty fees payable as a result of any performance commenced in connection with this Agreement of any copyrighted music or matters. Contractor shall pay said royalty fees pursuant to the copyright laws of the United States, and will hold harmless and indemnify DCFE from any claims therefrom.
- 5.28 **GUESTS/PETS.** Contractor shall not be accompanied by guests or pets unless approved as part of this Agreement as specified in Attachment A.
- 5.29 **AUTHORITY:** Each of the persons signing below on behalf of any party hereby represents and warrant that said person is signing with the full and complete authority to being that party to each and every term of this Agreement, including all attachments.

### SIGNATURES

#### CONTRACTOR:

*Carroll Unruh*

12/29/2022

Oregon Beverage Service  
Carroll Unruh  
2713 19th St SE  
Salem, OR 97302  
(503) 362-3391

#### DCFE:

*[Signature]*

Digitally signed by Geoff Hinds  
Date: 2022.12.29 16:05:58  
-08'00'

Geoff R. Hinds  
Director  
Deschutes County Fair & Expo  
3800 SW Airport Way Redmond,  
OR 9776  
(541) 548-271

#### DESCHUTES COUNTY SIGNATURE

Dated this 10<sup>th</sup> of Jan., 2023

#### BOARD OF COUNTY COMMISSIONERS

*[Signature]*  
ANTHONY DeBONE, CHAIR

*[Signature]*  
PATTI ADAIR, VICE-CHAIR

*[Signature]*  
PHIL CHANG, COMMISSIONER



**EXHIBIT A**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2023-20**  
**STATEMENT OF WORK, COMPENSATION**  
**PAYMENT TERMS and SCHEDULE**

**1. STATEMENT OF WORK AND GENERAL CONDITIONS OF OPERATIONS**

Oregon Beverage Services would be designated by the DCFE as DCFE's Alcohol Management Team with DCFE's full backing and support. Oregon Beverage Services would:

- Work directly with the DCFE Senior Management and Staff to develop policies and procedures regarding all aspects of alcohol service at the DCFE on an annual basis.
- Develop a beverage menu that consists of beer, malt beverages, wine, and spirits, of brands to be determined based on potential sponsorship opportunities.
- Develop and designate a senior staff as the site supervisor to oversee all alcohol sales during events and serve as a liaison at DCFE.
- Consult with the DCFE Management to develop pricing for drinks that maintains fair market value and maximizes profit potential for DCFE and Oregon Beverage Services.
- Produce all furnishings, signage, and permits needed for events with alcoholic services held at DCFE.
- Manage installation and maintenance of any temporary sales locations included but not limited to tents, trailers, and other items mutually agreed upon.
- Work directly with DCFE to guarantee a positive fan experience and also ensure that sponsor goals are met.
- Work with DCFE on the development of future programs to increase alcohol sales in a safe and responsible manner.
- Provide scheduling and oversight of labor and be responsible for all hiring of OLCC certified servers, with the understanding that DCFE has the right to request the removal of a staff member for any reason.
- Provide all employees with company branded attire that they would be required to wear at all times while on duty.
- Maintain the bar area to the highest standards and ensure an orderly operation, with particular attention to cleanliness and preserving a sanitary environment.
- Be directly responsible for DCFE's entire alcohol operations within the event center which includes:
  - Cash handling and deposits.
  - Provide Liquor Liability Insurance to the levels required by the contract.
  - Work directly with all suppliers/distributors and the contracted security company.
- Accept all responsibility and risk management of DCFE's alcohol program.



### **Schedule of Performance or Delivery**

- DCFE will be guaranteed 38% of the gross alcohol sales.
- Oregon Beverage Services will retain, not to exceed, 62% of gross sales.
- Oregon Beverage Services would be responsible for the payment of; Labor, Cost of Goods, any costs for equipment used for the business, and a management fee.
- All sales to be verified through reporting methods mutually agreed upon by DCFE and Oregon Beverage Services. It is also understood that the records, reports, and payment methods required by DCFE are acceptable by Oregon Beverage Services. Collection of all fees and revenues from the sales of products will be deposited into accounts of DCFE as mutually agreed between both parties.

**A. Engagement of Operator.** DCFE hereby engages Contractor to be year-round Alcoholic Beverage Sales Management Services, with responsibility, control and discretion in the operation, direction, management and supervision of Liquor Operations, and Contractor hereby agrees to be so engaged by DCFE, subject to the agreements, terms and conditions contained herein.

**B. Liquor Operations.** DCFE hereby grants Contractor the right and authority to (a) manage, be responsible for and conduct the sale of liquor at DCFE and (b) engage in all activities necessary or incidental thereto (collectively, the "Liquor Operations"). Without limiting the generality of any term herein, Contractor shall perform the Liquor Operations in a good faith and highly professional manner and shall at all times act with the standard of skill, care and expertise that would be customary and reasonably expected from a prudent manager of comparable Liquor Operations, all at a level consistent with the reasonable requirements of any unaffiliated third Person lenders to DCFE and consistent with the Standards. All duties to be performed by Contractor under this Agreement shall be for and on behalf of DCFE, in the name of DCFE. Without limiting Contractor's exclusive right and authority to conduct the Liquor Operations, in providing its services hereunder, Contractor shall without limitation:

- (i) Use commercially reasonable efforts to maximize liquor sales;
- (ii) Generally promote liquor sales, including, without limitation, developing, updating and implementing advertising, marketing, publicity, public relations, special events and sales which advertising, marketing, publicity, public relations, special events and sales shall be subject to DCFE's prior written consent, which consent shall not be unreasonably withheld or delayed;
- (iii) Arrange for the purchase of liquor, beverages, operating supplies, merchandise, furnishings, fixtures and equipment, and all other supplies necessary for the Liquor Operations;
- (iv) Obtain and maintain all approvals;
- (v) Establish accounting systems and internal controls as approved by DCFE, Deschutes County Finance, and as may be required by Applicable Laws; and
- (vi) Engage in such other activities as shall be deemed necessary and agreed to by and between Contractor and DCFE.



**C. Inspection of Liquor Operations.** DCFE, and their respective representatives may, at all reasonable times, enter in and upon the areas in which the Liquor Operations are being conducted to examine the condition thereof and to observe the Liquor Operations and to inspect the books and records of the Liquor Operations.

**D. Restrictions.** Notwithstanding anything contained in this Agreement to the contrary, Contractor will obtain DCFE's prior written approval with respect to any variance of such provisions in connection with the Liquor Operations.

**E. Contractor to Obtain All Required Approvals.** On or before the Effective Date, Contractor shall submit any applications, filings and other submissions required by any national, state, local and other governmental, regulatory and administrative authorities, agencies, boards and officials responsible for or involved in the regulation of liquor sales and/or service in any jurisdiction and, within the State of Oregon, specifically, the Oregon Liquor Control Commission(collectively, "Liquor Authorities") to obtain all approvals, consents, licenses, permits, authorizations, registrations, declarations, concessions, orders, filings, notices, findings of suitability, franchises, entitlements, waivers, exemptions, variances and certificates of occupancy that are necessary to conduct the Liquor Operations during the Term (collectively, the "Approvals"). Contractor shall respond to any requests from the Liquor Authorities and promptly file any additional information required in connection with such filings as soon as practicable after receipt of requests therefor. Contractor shall timely pay all application fees and investigative fees and costs required by the Liquor Authorities. Contractor shall keep DCFE promptly and regularly apprised of the status of any communications (including, without limitation, providing copies to DCFE of same) with, and any inquiries or requests for additional information from, the Liquor Authorities and shall comply promptly with any such inquiry or request. Notwithstanding anything herein to the contrary, in the event DCFE determines, in its reasonable discretion, that Contractor is not complying with its obligations under this Section 1(E), then DCFE may terminate this Agreement if Contractor fails to cure such noncompliance to DCFE's reasonable satisfaction within ten days from DCFE's written notice to Contractor thereof. Separately, on or before the Effective Date, DCFE will also apply to the Liquor Authorities for the Approvals.

DCFE shall reimburse Contractor any fees, charges, or other expenses incurred by the Contractor in connection with obtaining or maintaining any Approvals.

**E. Compliance with Applicable Laws.** Contractor shall comply with and abide by all Applicable Laws, and the reasonable requirements of insurance companies covering any of the risks against which the Property is insured.

**F. Liquor Authorities.** DCFE and Contractor agree that notwithstanding any of the provisions herein, if at any time during the Term, the Liquor Authorities require or prohibit any act on the part of DCFE or Contractor, DCFE or Contractor, as applicable, shall comply



with such requirement or prohibition as the case may be, and any such compliance shall not be deemed a breach of this Agreement.

**G. Transition Cooperation.** Upon the termination or expiration of this Agreement, Contractor will take reasonable steps for the orderly transition of management of the Liquor Operations to DCFE or its designee(s) pursuant to a transition plan mutually agreed upon by DCFE and Contractor. With respect to any termination of this Agreement, DCFE and Contractor will negotiate towards a transition plan in good faith and in a manner that is reasonable in light of the circumstances of such termination and which provides for the continuance of Liquor Operations at the Property. The transition plan shall be implemented for period that is reasonable in light of the circumstances of such termination, provided however in no event will any transition period last beyond 180 days without Contractor's consent. At DCFE's election, as part of the transition, Contractor shall be required, to the extent permitted by applicable laws, to assign and transfer Approvals to DCFE or its designee and/or permit the temporary use by DCFE or its designee of the Approvals.

## 2. COMPENSATION

**A. Liquor Revenue and Expenses.** Within Seventy Two (72) Hours of the Conclusion of any event or Events held at DCFE, Contractor shall provide to DCFE a complete sales report or reports, AND one hundred percent {100%} of gross sales receipts for any/all sales of "Liquor Revenue" conducted on DCFE property.

Contractor shall invoice DCFE an amount not to exceed sixty-two percent (62%) of gross sales receipts for approved Liquor Operations expense including; Labor, including management, bar service staff, and support staff, Product/Supplies, Management fee. At no time shall the total sum of expenses exceed sixty-two percent

(62%) of gross sales receipts. DCFE shall make payments in a prompt and timely manner, in accordance with Deschutes County payment policies.

**B. Reimbursement.** DCFE shall reimburse Contractor for any excise or similar tax that may be imposed upon DCFE with respect to the fulfillment of Contractor's duties as outlined in Exhibit A (1) (provided, however, that in no event is the foregoing to be interpreted as a requirement to reimburse DCFE for amounts constituting income tax of DCFE). Any such reimbursements shall be for the amount of the actual cost of the expense, without premium or markup. The Contractor shall submit an invoice to DCFE on a monthly basis setting forth the expenses incurred by the Contractor and reimbursable pursuant to this Section. With respect to such reimbursable expenses, the invoice shall include an itemized account of such expenses, together with reasonable and appropriate documentation and receipts verifying the amounts of the expenses. DCFE will pay the invoices submitted by the Contractor within thirty (30) calendar days of receipt by DCFE.





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Approval of Document No. 2025-935, an Improvement Agreement for Phase E1 of the Caldera Springs Destination Resort

**RECOMMENDED MOTION:**

Move approval of Document No. 2025-935, an Improvement Agreement for Phase E1 of the Caldera Springs Destination Resort (County File No. 247-25-000570-IA).

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff conducted a Work Session with the Board on this item on December 1, 2025.

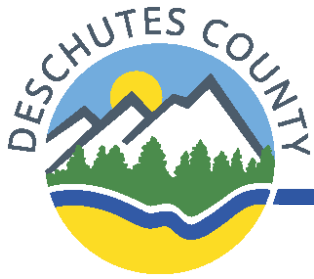
**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Haleigh King – Senior Planner





## COMMUNITY DEVELOPMENT

**MEMORANDUM**

To: Deschutes Board of County Commissioners ("Board")

From: Haleigh King, Senior Planner

Date: November 25, 2025

Re: Consent Item - Improvement Agreement for Phase E1 of the Caldera Springs Destination Resort Expansion (County File No. 247-25-000570-IA)

---

The Board will review this as a consent item on December 3, 2025, regarding an Improvement Agreement associated with the Caldera Springs Destination Resort. Staff recommends the Board authorize signatures on Document No. 2025-935 at the December 3, 2025, meeting. Staff conducted a Work Session with the Board on December 1, 2025.

**Background and Summary**

Phase E of the Caldera Springs Destination Resort expansion includes two subdivisions. The first is an 86-lot residential subdivision approved pursuant to land use file number 247-25-000291-TP. The second is a 38-lot Overnight Lodging Unit ("OLU") subdivision approved pursuant to land use file number 247-25-000292-TP. The applicant is proposing to complete the final plat requirements for Phase E within two sub-phases, Phase E1 and E2. The applicant has submitted the final plat for Phase E1 which includes 40 single-unit residential lots and nine (9) OLU lots which will include a total of 18 OLUs.

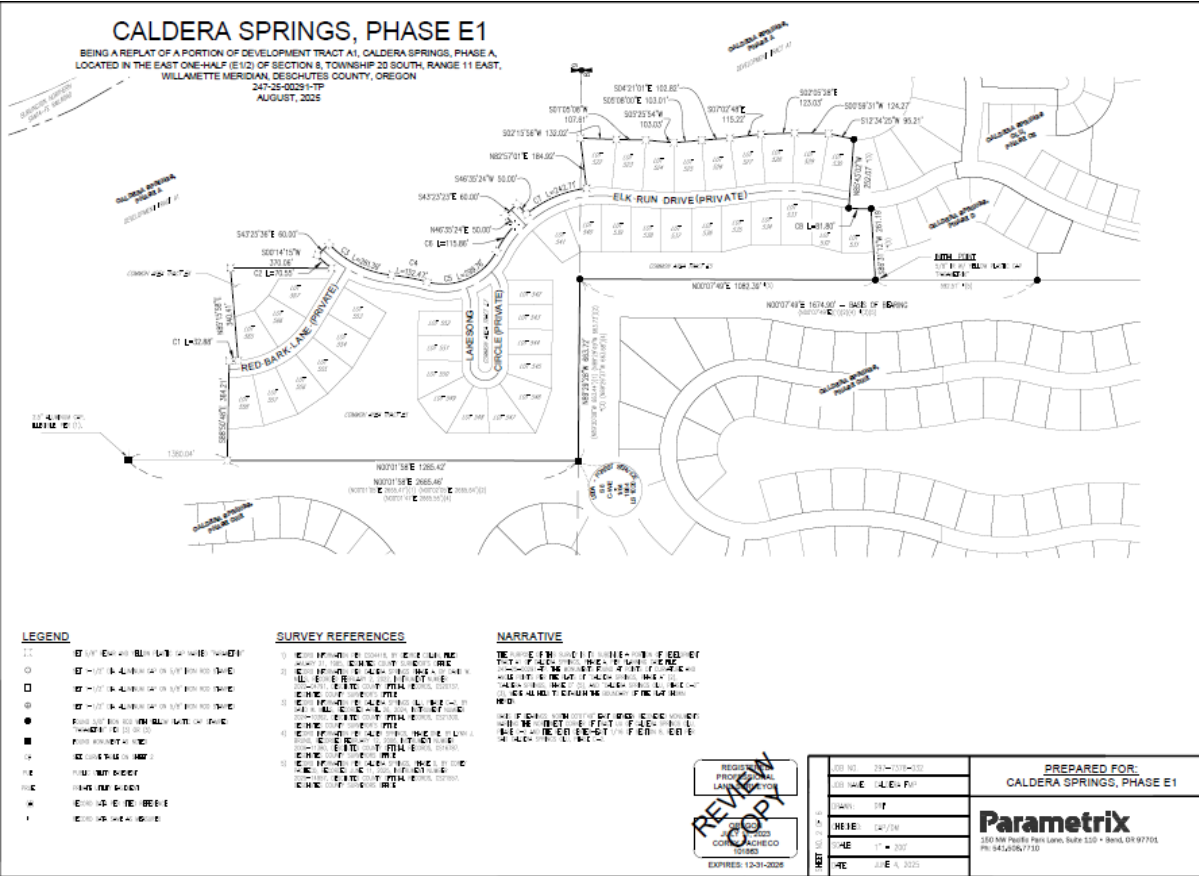
Before the developer can record the final plat for the Phase E1 subdivisions, they have requested County authorization of an Improvement Agreement related to the infrastructure costs associated with the roads and utilities for the Phase E1 subdivision, both the single-unit residential and OLU subdivisions.

See Figure 1 and 2 below.









**Figure 2.** Phase E1 – Single-Family Residential Subdivision (Source: Parametrix)

Attachment A includes the Improvement Agreement and supporting documents in their entirety. The cost estimate was reviewed and approved by the County Road Department and is for the amount of \$3,628,792.88.

Per Deschutes County Code 17.24.130(B), the security amount must be 120 percent of the cost estimate. For this reason, the bond submitted by the developer for Phase E1 is in the amount of **\$4,354,552.**

## Next Steps

Staff recommends the Board move to approve signatures of Document No. 2025-935.

**Attachment:**

- A. Document No. 2025-935: Improvement Agreement for Caldera Springs Expansion – Phase E1



REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

After Recording Return to:  
 Deschutes County  
 Community Development Department  
 117 NW Lafayette Ave.  
 Bend, OR 97703

### IMPROVEMENT AGREEMENT

This Improvement Agreement (“Agreement”), relating to the construction and installation of certain required improvements (the “Required Improvements,” as defined below in Section 4) within the plat of Caldera Springs, Phase E1 and the plat of Caldera Springs OLU, Phase E1, located in the Caldera Springs Destination Resort is by and between DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon (“County”) and Caldera Springs Real Estate LLC (“Developer”).

#### RECITALS:

- A. Developer filed applications for final subdivision plat approval for the tentative subdivision plans approved under File Nos. 247-25-000291-TP and 247-25-000292-TP (the “Land Use Approvals”) prior to the completion of the Required Improvements.
- B. Deschutes County Code (DCC) Section 17.24.120 provides that a developer may, in lieu of completing improvements specified in tentative plan approval prior to filing a final subdivision plat, enter into an agreement with the County and provide a good and sufficient form of security to provide for the completion of such improvements.
- C. The Required Improvements under this Agreement do not constitute a Public Improvement as the term is defined in ORS 279A.010(1)(cc).
- D. County and Developer desire to enter into this Agreement in order to establish the obligation and to secure completion of the Required Improvements following recording of the final plats for the Land Use Approvals.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES above mentioned, for and in consideration of the mutual obligations hereinafter stated, as follows:



**1. Recitals.** The Recitals to this Agreement set forth above are hereby incorporated herein as if fully set out, shall constitute contractual provisions and are not mere recitals.

**2. Real Property Description.** The real property subject to this Agreement (the “Real Property”) is identified as a portion of Map and Tax Lot 2011080002500 and more particularly described on the attached Exhibit A. This Agreement shall be recorded against and shall encumber the Real Property and every developable unit of land lawfully created from the Real Property (each, a “Lot”) subject to Section 20 below.

**3. Exhibits.** The exhibits listed below and attached to the Agreement are hereby incorporated herein by reference:

**3.1** Exhibit A -- Legal description of Real Property.

**3.2** Exhibit B -- List of Required Improvements.

**3.3** Exhibit C – Copy of Land Use Approvals.

**3.4** Exhibit D - Bond Instrument.

**4. Identification of Required Improvements.** Developer shall install and complete, or cause to be installed and completed, the improvements listed in Exhibit B and required by the Tentative Plan set forth in Exhibit C to the extent that same remain to be completed (the “Required Improvements”).

**5. Construction of Required Improvements.**

**5.1** Developer shall install and complete the Required Improvements in accordance with the plans and construction specifications related thereto and to any additional County and/or State of Oregon specifications or applicable regulations. Developer shall cause the Required Improvements to be completed in compliance with the applicable codes, regulations, and laws then in effect.

**5.2** Developer shall promptly repair any damage to existing and new roads, water lines, stormwater facilities, and similar facilities within and without the Real Property, which are caused by the installation of the Required Improvements.

**5.3** Developer shall schedule final inspections and shall have the Required Improvements in a condition determined by County to be sufficient not later than one year from the date the final plat is recorded (the “Completion Date”). For purposes of calculating the warranty of improvements under Section 6.1 below, the “Completion Date” shall be the date upon which the County has performed all final inspections of and approved the Required Improvements.



## **6. Warranty of Improvements.**

- 6.1** For twelve (12) months following the Completion Date (“Warranty Period”) Developer hereby warrants that (i) the Required Improvements, and any corrective work, shall remain free from defects in materials or workmanship, (ii) the Required Improvements shall continue to meet all plan and construction specifications (iii) that the Required Improvements shall continue to meet any County and/or State of Oregon specifications or applicable regulations as noted in Section 5.1.
- 6.2** If the warranty obligations set forth in Section 6.1 are not satisfied, County will provide notice to Developer of any required corrective work and a reasonable timeframe in which the corrective work must be initiated and completed. Notwithstanding the foregoing, County may initiate corrective work without notice to Developer in the event of an emergency.
- 6.3** To secure warranty obligations pursuant to DCC 17.24.120(A)(5) and this Section 6, upon completion of the Required Improvements and prior to the Developer scheduling a final inspection pursuant to Section 5.3, Developer shall deposit with the County a one-year warranty bond, or other security acceptable to County, equivalent to ten percent (10%) of the construction costs of such Required Improvements (“Warranty Security”).
- 6.4** If Developer fails to timely initiate or complete work as provided in Section 6.2, or in the event of an emergency, County may draw upon the Warranty Security during the Warranty Period to perform the corrective work in the same manner as Section 8.4.

## **7. License to Enter and Remain on Property.**

- 7.1** During the term of this Agreement, Developer hereby grants County and County’s employees, engineers, consultants, agents, contractors, subcontractors and suppliers license to come onto and remain on the Real Property as necessary to make inspections of the Required Improvements.
- 7.2** After the Default Grace Period specified in Section 8.2 or to correct an issue during the Warranty Period specified in Section 6.2, and after providing notice to Developer, County or its employees, engineers, consultants, agents, contractors, subcontractors and suppliers may enter onto and remain on the Real Property and may cause the Required Improvements to be completed.

## **8. Right to Draw on Security.**

- 8.1** Upon failure of the Developer to complete the Required Improvements as required under Section 5.3 above by the Completion Date, County shall notify Developer in writing of such failure (the “Default Notice”).



- 8.2** Upon receipt of the Default Notice, Developer shall have thirty (30) days to complete the Required Improvements to the condition required under Section 5 (the “Default Grace Period”).
- 8.3** Should Developer fail to complete the Required Improvements within the Default Grace Period, County may, at its sole discretion, cause incomplete or unsatisfactory Required Improvements to be completed.
- 8.4** If County causes the Required Improvements to be completed, County may draw upon the Security for any and all costs and expenses incurred by County including, but not limited to, attorneys and engineering fees, and costs and expenses reasonably anticipated or projected by the County to be incurred by the County, in construction and/or completion of the Required Improvements.
- 8.5** If County affirmatively elects (with written documentation of same signed by the Chair of the Board of County Commissioners) not to cause the Required Improvements to be completed, County shall within 180 days cause the Security to be released to Developer.
- 8.6** For the purposes of this Agreement and access to any security offered and accepted to secure Developer’s performance, Developer’s failure to complete the Required Improvements shall include failure to install or have installed any portion of the Required Improvements to the standards required under Section 5 above.
- 9. No County Guarantee.** County does not warrant or guarantee that any of the Required Improvements referred to in this Agreement will be constructed, maintained or operated.
- 10. License to Use Permits, Specifications and Plans.**
- 10.1** If County determines that any portion of the Required Improvements have not been completed as required by Section 5 above or remain free of defects during the Warranty Period as required by Section 6, Developer shall, upon request of the County, license and assign to County all of Developer’s, applicable permits, plans, specifications, shop drawings, instruments, permits and approvals, and other documents necessary or useful in the completion or repair of or related in any manner to the applicable Required Improvements.
- 10.2** Developer shall ensure that any contracts for supply of labor and materials used in connection with constructing Required Improvements are assignable to the County.
- 10.3** Upon such request, Developer shall deliver or shall cause to be delivered, physical possession of such permits, plans, specifications, shop drawings, instruments, permits, approvals, and other documents to the County.
- 10.4** County may sub-assign or license the rights referred to in this Section 10 for any purpose without further approval from Developer.



**11. No Third-Party Beneficiaries.**

**11.1** County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms.

**11.2** Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

**12. Restoration of Monuments.** Developer shall restore any monument erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land that is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer's agents, employees, independent contractors, or persons or entities other than County.

**13. Costs of Inspection.** Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements plus any fees, such as legal review fees, plan review fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.

**14. Security for Required Improvements.**

**14.1** Attached as Exhibit D is a copy of a performance bond in the amount of Four Million Three Hundred Fifty-Four Thousand Five Hundred Fifty Two dollars and no/100 (\$4,354,552.00). The Security covers 120% of cost to complete the Required Improvements.

**14.2** As used herein, the issuer of the Security is referred to as "Surety."

**14.4** Cost Notice Update

**14.4.1** County, in reasonable intervals, may require the Developer to provide an updated construction cost estimate for the then remaining Required Improvements (the "Cost Update Notice").

**14.4.2** Upon receipt of the Cost Update Notice, the Developer shall have thirty (30) days to provide the updated construction cost estimate (the "Developer's Response").

**14.4.3** Upon receipt of the Developer's Response, or if no Response is received within the thirty (30) day period, if the County reasonably determines that the Developer's obligations under this Agreement together with the Security do not provide adequate financial assurance for completion of the Required Improvements, the County shall have the option to require



Developer to increase the amount of the Security and to memorialize such increase in an amendment to this Agreement (the “Security Amendment”).

**14.4.4** If the County requires Developer to increase the amount of the Security, Developer shall also file the application fees and materials to amend this Agreement to memorialize the Security Amendment within thirty (30) days of receipt of the County’s notice to increase the Security.

**14.4.5** If Developer fails or refuses to increase the amount of Security as directed by the County, such failure or refusal shall be considered failure of the Developer to complete the Required Improvements as required under Section 5 and the County may draw upon the Security pursuant to Section 8.

## **15. Developer’s Obligation for Costs.**

**15.1** Developer expressly acknowledges, understands, and agrees that this Agreement shall not relieve Developer from the obligation to complete and fully pay for the Required Improvements, to warranty those Required Improvements, and other costs and fees set forth in this Agreement.

**15.2** Should Developer default in its obligation to complete the Required Improvements as required by Section 5 or warranty those Required Improvements as required by Section 6, Developer agrees to compensate County for all costs, fees, charges and incurred expenses related to Developer’s default.

## **16. Release of Security or Obligation.**

**16.1** County shall release the Security less any Warranty Security within thirty (30) calendar days of Developer requesting in writing that the Security be released following the final inspection and approval of the Required Improvements. County shall release the Warranty Security within thirty (30) calendar days of the Developer requesting in writing that the Warranty Security be released following the Warranty Period.

**16.2** County may, at the County’s discretion and consistent with applicable law, release Developer from any of Developer’s obligations under the terms and conditions of this Agreement.

**16.3** County’s release of any of Developer’s obligations shall not be construed as a waiver of County’s right to require full compliance with the remainder of this Agreement and Developer’s obligation to satisfy any costs, fees, charges and expenses incurred in completion or repair of the Required Improvements.



**17. Shortfall in Security.**

**17.1** If the amount available to be drawn from the Security or Warranty Security is less than the costs and expenses anticipated to be incurred, or actually incurred, by County, including, but not limited to, attorneys and engineering fees, County may apply the proceeds of the Security or Warranty Security to the anticipated or actual costs and expenses of completion or repair of the Required Improvements.

**17.2** Developer shall be responsible and liable for any shortfall between the actual costs and expenses of completion or repair of the Required Improvements, including, but not limited to, attorneys and engineering fees, and the amount of the Security or Warranty Security available to fund such costs and expenses.

**18. Incidental Costs.** Without limiting the generality of Section 17, if the proceeds of the Security or Warranty Security are not remitted to County within the timeframe set forth in the Security or Warranty Security after County provides written notice to Surety in the form prescribed by the Surety, or the Required Improvements are not installed within a reasonable time period determined and specifically identified by County after County provides notice to Developer and/or Surety, then County's costs of completing and/or repairing the Required Improvements, the costs of obtaining the proceeds of the Security, Warranty Security, or other security, all incidental costs to the extent not covered by the Security, Warranty Security, or other security, and liquidated damages calculated at the rate of \$500 per day shall be added to the amount due to County from Developer, and shall be paid to County by Developer, in addition to and with all other amounts due hereunder.

**19. Successors in Interest.**

**19.1** The original of this Agreement shall be recorded with the Deschutes County Clerk and shall be a condition and covenant that shall run with the Real Property including any lots created from the Real Property (each a "Lot").

**19.2** It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties to this Agreement, and subject to the terms contained in Section 20, their respective successors, heirs, executors, administrators, and assigns, and any other party deriving any right, title or interest in or to the Real Property or any Lot, including any person who holds such interest as security for the payment of any obligation, including a mortgagee or other secured party in actual possession of said Real Property by foreclosure or otherwise or any person taking title from such security holder.

**20. Lot Purchasers.**

**20.1** Notwithstanding the terms of Section 19, the terms of this Section 20 shall apply to each Lot lawfully created from the Real Property in accordance with the Land Use Approvals.



- 20.2** Each Lot shall be conveyed free of any obligation to pay money or complete any obligation arising from or related to this Agreement.
- 20.3** The owner of a Lot, other than Developer, is under no obligation or burden to complete the terms and conditions of this Agreement.
- 20.4** The purpose for the recordation of this Agreement is to place owners and prospective purchasers on notice of the Agreement's terms, that the County has no obligation to construct the Required Improvements or any portion of the Required Improvements, and the Agreement does not in any way guarantee that any of the Required Improvements will be constructed.
- 20.5** The Agreement conveys no right or right of action by a Lot owner, other than Developer, against the County for any act or omission of the County including, but not limited to, County decisions or acts that required or authorized the Required Improvements, or any part of the Required Improvements, not being constructed.
- 21. Binding Authorization.** By signing this Agreement, each signatory signing in a representative capacity, certifies that the signer is authorized to sign the Agreement on behalf of and bind the signer's principal.
- 22. Expiration.**
- 22.1** This Agreement shall expire after the conclusion of the Warranty Period, or by the County's express written release of Developer from this Agreement.
- 22.2** Upon expiration, County shall provide Developer with a document in recordable form, formally evidencing such expiration and release within thirty (30) days of such a request from Developer.
- 23. Survival.** County's rights under this Agreement, including County's right to draw upon the Security or Warranty Security in whole or in part, and Developer's obligation to pay the full costs and expenses of completing the Required Improvements and repairs or replacements required herein along with any licenses granted in this Agreement and any costs of enforcement of this Agreement, shall survive the expiration of this Agreement.
- 24. No Agency.**
- 24.1** It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement nor does County have a right to exercise any control over Developer's activities.
- 24.2** Developer is not an officer, employee or agent of County as those terms are used in ORS 30.265.



- 25. No Joint Venture or Partnership.** County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with the Site Plans, the Required Improvements, the Real Property, or any Lot and shall have no obligation with respect to Developer's debts, obligations or other liabilities of each and every nature.
- 26. Liens.**
- 26.1** Developer shall pay as due all claims for work done on and for services rendered or materials furnished to the Real Property and shall keep the Real Property free from liens.
- 26.2** If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost plus ten percent (10%) from the Developer or Surety; provided, however, County may not pay such claims or discharge any lien while Developer is timely disputing the validity of such claims or liens.
- 26.3** Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer's failure to complete the Required Improvements or failure to observe the terms of this Agreement.
- 27. Indemnification.** The County shall not be responsible for any injury to any and all persons or damage to property caused directly or indirectly by reason of any and all activities (including inaction) of Developer under this Agreement and on the Real Property; Developer further agrees to defend, indemnify and save harmless County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury or damage.
- 28. Limitation of Liability.** County's liability, if any, pursuant to this Agreement is subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.
- 29. Attorney Fees and Costs.** In the event an action or suit or proceeding, including appeal therefrom, is brought by any party arising directly and/or indirectly out of the provisions of this Agreement or the interpretation thereof, for Developer's failure to complete the Required Improvements or to observe any of the terms of this Agreement or the interpretation thereof, County shall be entitled to recover, in addition to other sums or performances due under this Agreement, reasonable attorney's fees and costs as the court may adjudge in said action, suit, proceeding or appeal.
- 30. Waiver.**
- 30.1** Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision or of the Agreement.
- 30.2** No waiver may be enforced against the County unless such waiver is in writing and signed by the County.



**31. Compliance with provisions, requirements of Federal and State laws, statutes, rules, regulations, executive orders and policies. Debt Limitation.**

- 31.1** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution.
- 31.2** Any provisions herein that conflict with applicable law, including but not limited to DCC 17.24.120 and 17.24.130, are deemed inoperative to that extent.
- 31.3** Additionally, Developer shall comply with any requirements, conditions or limitations arising under any Federal or State law, statute, rule, regulation, executive order and policy applicable to the Required Improvements.
- 31.4** If this Agreement is in any manner construed to constitute the lending of the County's credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.

**32. No Inducement.** No representations, statements, or warranties have induced the making and execution of this Agreement other than those herein expressed.

**33. Governing Law.**

- 33.1** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- 33.2** Any claim, action, suit or proceeding (each a "Claim") between County and Developer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon in Eugene, Oregon.
- 33.3** By signing below, Developer hereby consents to the *in personam* jurisdiction of the courts identified in Section 33.2.
- 33.4** The parties agree that the UN Convention on International Sales of Goods shall not apply.

**34. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable in one respect, the validity of the term or provision in any other respect and that of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced to the extent possible.



**35. Counterparts.**

- 35.1** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
- 35.2** Each copy of this Agreement so executed shall constitute on original.
- 35.3.** If this Agreement is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Agreement.

**36. Notice.**

- 36.1** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Developer or County at the address or fax number set forth below or to such other addresses or fax numbers as either party may hereafter indicate in writing.
- 36.2** Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.
  - 36.2.1** Communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
  - 36.2.2** Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission.
  - 36.2.3** To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County’s Director of Administrative Services.
  - 36.2.4** Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class mail or delivered as follows:

To Developer:	To County:
Caldera Springs Real Estate LLC	Deschutes County Administration
PO Box 3609	County Administration
Sunriver, Oregon 97707	1300 NW Wall Street, Ste 200
Attn: Thomas Samwel	Bend, Oregon 97703
	Fax No. 541-388-4752



**37. Time is of the Essence.** Time is of the essence of each and every provision of this Agreement.

**38. Captions.**

**38.1** The captions contained in this Agreement were inserted for the convenience of reference only.

**38.2** Captions do not, in any manner, define, limit, or describe the provisions of this Agreement or the intentions of the parties.

**39. Amendment.**

**39.1** The Agreement may only be amended by written instrument signed by both parties and recorded, except that an amendment shall not be recorded against any Lot other than Lots then owned by Developer.

**39.2** For purposes of Section 39.1, the signatures of the County shall be the signatures of the Board of Commissioners, Board Chair, or County Administrator.

**39.3** Developer shall make application and pay the applicable fee to bring a proposed amendment before the County.

**40. Merger Clause.** This Agreement and the attached exhibits constitute the entire agreement between the parties and supersedes any and all prior or contemporaneous negotiations and/or agreements among the parties, whether written or oral.

**41. Effective Date.** Notwithstanding mutual execution of this Agreement, this Agreement shall not become effective until recorded.

Signatures on Following Pages



Dated this \_\_\_\_\_ of \_\_\_\_\_, 2025

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice-Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared ANTHONY DEBONE, PATTI ADAIR, PHIL CHANG, , the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this \_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public, State of Oregon



DATED this \_\_\_ day of \_\_\_\_\_, 2025

**DEVELOPER:**

Caldera Springs Real Estate LLC

By: Sunriver Resort Limited Partnership

Its: Member

By: Lowe Sunriver, Inc.

Its: General Partner

By: \_\_\_\_\_  
Tom O'Shea, Managing Director

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Tom O'Shea, and acknowledged the foregoing instrument as the Managing Director of Lowe Sunriver, Inc. as General Partner of Sunriver Resort Limited Partnership, as Member of Caldera Springs Real Estate LLC on behalf of Caldera Springs Real Estate LLC.

DATED this \_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public, State of Oregon



EXHIBIT A  
LEGAL DESCRIPTION

Lots 522 through 558, inclusive, and Lots 565 through 567, inclusive, Common Area Tracts E5, E6 and E7, and private street tracts Elk Run Drive, Lakesong Circle and Red Bark lane, CALDERA SPRINGS, PHASE E1, recorded on \_\_\_\_\_, 2025, in the real property records of Deschutes County as Document No. 2025-\_\_\_\_\_.

and

Lots 47 through 58, inclusive, and Lots 66 through 69, inclusive, Common Area Tracts E1 and E2, and private street tract Rockstream Lane, CALDERA SPRINGS OLU, PHASE E1, recorded on \_\_\_\_\_, 2025, in the real property records of Deschutes County as Document No. 2025-\_\_\_\_\_.



EXHIBIT B  
Required Improvements



**Caldera Springs Annexation - Phase E1**  
**Cost Estimate**  
**May 2, 2025 Plan Set (est date 8/21/25)**

<b>A Water System</b>					
<b>No.</b>	<b>Description</b>	<b>Total</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price Bid</b>
				<b>Bid</b>	
1	1" water services including corp stop, and meter boxes	53	Each	\$2,660.00	\$140,980.00
2	1" water service Hot Taps in Rock Stream Lane including corp stop, and meter boxes and Trench Patch	3	Each	\$4,800.00	\$14,400.00
3	6-inch Water Main Pipe with Fittings (with FH on large main, within acceptable distance of dwellings) and Couplings with Restrained Joints and Tracer Wire	105	Foot	\$78.00	\$8,190.00
4	10-inch Water Main, Fittings and Couplings, bends, tees with Restrained Joints as required and Tracer Wire	2,095	Foot	\$116.00	\$243,020.00
5	10-inch Butterfly Valves	6	Each	\$3,950.00	\$23,700.00
6	8-inch Water Main, Fittings and Couplings, bends, tees with Restrained Joints as required and Tracer Wire	2,176	Foot	\$98.00	\$213,248.00
7	8-inch GV	4	Each	\$2,805.00	\$11,220.00
8	Fire Hydrant Assembly including 10-inch x 6-inch & 8-inch x 6-Inch Tee, 6-inch gate valve, and Fire Hydrant	7	Each	\$11,600.00	\$81,200.00
9	Blow-offs	2	Each	\$2,800.00	\$5,600.00
10	Chlorination, pressure testing, flushing, bacteria testing including 2" taps and 4" flushing fittings for all new pipe	1	Lump Sum	\$9,500.00	\$9,500.00
<b>A Subtotal</b>					<b>\$751,058.00</b>

<b>B Sewer System</b>					
<b>No.</b>	<b>Description</b>	<b>Total</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price Bid</b>
				<b>Bid</b>	
1	Clearing for Cross-Country Sewer	1	Lump Sum	\$14,600.00	\$14,600.00
2	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 5' to 10' depth	4,683	Foot	\$116.00	\$543,228.00
3	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 10' to 15' depth	1,022	Foot	\$204.00	\$208,488.00
4	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 15' to 20' depth	0	Foot	\$346.00	\$0.00
5	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 20' to 25' depth	0	Foot	\$440.00	\$0.00
6	Manhole Tie-in over existing main in Caldera Phase 1, includes road restoration etc.	1	EACH	\$24,000.00	\$24,000.00
7	Furnish and install standard sewer manhole, 5-10' depth	27	Each	\$5,500.00	\$148,500.00
8	Furnish and install standard sewer manhole, 10-15' depth	7	Each	\$7,700.00	\$53,900.00
9	Furnish and install standard sewer manhole, 15-20' depth		Each	\$14,850.00	\$0.00
10	Furnish and install standard sewer manhole, 20-25' depth	0	Each	\$18,000.00	\$0.00
11	Furnish materials and install 4" gravity sewer service including tee trench excavation, bedding, and backfill. (0 to 10 foot depth) Include cleanout and Black/Green Cover.	1,651	Foot	\$96.00	\$158,496.00
12	Furnish materials and install 6" gravity sewer service including tee trench excavation, bedding, and backfill. (0 to 10 foot depth) Include cleanout and Black/Green Cover.	325	foot	\$114.00	\$37,050.00
13	Furnish materials and equipment, and test sewer.	5,700	Foot	\$2.00	\$11,400.00
<b>B Subtotal</b>					<b>\$1,199,662.00</b>



<b>C Dry Utilities (Best Estimate at this Time until Power/TV Conduit Plan is Provided)</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Franchise cable utility trench excavation, bedding, and backfill.	5,940	Foot	\$56.00	\$332,640.00
2	Furnish materials and install 2" Cable TV conduit.	8,960	Foot	\$6.50	\$58,240.00
3	Furnish materials and install 3" electrical conduit.	1,200	Foot	\$11.00	\$13,200.00
4	Furnish materials and install 4" electrical conduit.	11,200	Foot	\$13.30	\$148,960.00
5	Furnish materials and install 644 electrical vaults.	13	Each	\$4,400.00	\$57,200.00
6	Furnish materials and install 612 electrical vaults.	1	Each	\$14,000.00	\$14,000.00
<b>C Subtotal</b>					<b>\$624,240.00</b>

<b>D General Excavation, Embankment, Storm, and Roadway Construction</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Clearing & Stripping (Includes roadway and path. All slash & stumps to be piled in future phase with other existing slash and burned by Owner's Contractor)	1	Lump Sum	\$55,800.00	\$55,800.00
2	Compaction Testing (All Scopes of Earthwork & Pipe)	1	Lump Sum	\$22,500.00	\$22,500.00
3	Furnish and apply construction water.	1	Lump Sum	\$65,000.00	\$65,000.00
4	Unclassified excavation for roadways, including subgrade preparation.	8,400	Cubic Yards	\$36.00	\$302,400.00
5	Furnish materials and construct aggregate base course, 6" thickness for <b>Fire Truck Turnaround</b>	1,000	Square Yards	\$11.00	\$11,000.00
6	Furnish materials and construct aggregate base course, 6" thickness for streets	11,400	Square Yards	\$11.00	\$125,400.00
7	Furnish material and construct 3" asphaltic concrete pavement for streets.	9,585	Square Yards	\$19.50	\$186,907.50
8	Furnish and install catch basin.		Each	\$2,800.00	\$0.00
9	Furnish and install 18" CMP culvert pipe.		Foot	\$120.00	\$0.00
10	Drainage Swale	2,700	Foot	\$16.00	\$43,200.00
<b>D Subtotal</b>					<b>\$812,207.50</b>

<b>E Multi-Use Path Construction</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Unclassified excavation for bike paths, including subgrade preparation.	265	Cubic Yards	\$36.00	\$9,540.00
2	Furnish materials and construct aggregate base course, 6" thickness for paths. (includes path repair over X-Country Sewer)	500	Square Yards	\$12.00	\$6,000.00
3	Furnish materials and construct 2" asphaltic concrete pavement for paths. (includes path repair over X-Country Sewer)	500	Square Yards	\$15.00	\$7,500.00
4	Stamped Asphalt Crosswalks	1	Each	\$3,500.00	\$3,500.00
5	Furnish materials and construct 3" asphaltic concrete pavement for paths.	0	Square Yards		\$0.00
6	Furnish materials and construct soft paths.		Square Yards	\$6.00	\$0.00
<b>E Subtotal</b>					<b>\$26,540.00</b>
<b>Total Items A-E</b>					<b>\$3,413,707.50</b>



<b>F Mobilization/General Conditions/Management</b>					
<b>No.</b>	<b>Description</b>	<b>Total</b>	<b>Unit</b>	<b>Unit Price Bid</b>	<b>Total Price Bid</b>
1	Mobilization/General Conditions/Management (5%)	1	Lump Sum	\$170,685.38	\$170,685.38
2	Construction Staking	1	Lump Sum	\$44,400.00	\$44,400.00
<b>F Subtotal</b>					<b>\$215,085.38</b>
<b>Project Total Items A-F</b>					<b>\$3,628,792.88</b>

**Exclusions:** Power Company Service Contract, Natural Gas Service Contract, Deschuts County Land-Use Fees, State of Oregon Plan Review and Permit Fees, Civil Engineering and Surveying, Construction Surveying, Construction Mobilization, Clearing and Grubbing Including Disposal, Clean Up Ladder Fuels and Downed Trees, Clearing and Grubbing Including Disposal for Pathway Construction, Common Area Landscaping, Stormwater Retention Ponds, Site Landscaping, Security Gates, Entry Monumentation, Architectural Fees, Administration, Real Estate Taxes, Including Deferred Taxes, Real Estate Fees, Legal Fees, Borrowing Fee, and Interest Expense, Tennis Courts, Pools, Resort Start-up and Operations, Convention or Meeting Rooms, Restaurants, Overnight Accommodations, Recreational Facilities, Commercial Facilities, Driveways, Sewage Treatment and Disposal, Domestic Water Off-site source and storage facilities, Snow Removal, Bond

**\*\*Parametrix Plan Sheet C7.00 General Note 1, JRS will not be field measuring or re-aligning the drainage.**

EOR is responsible for shooting existing ground and engineering storm water features per the existing conditions and in a manner to match their roadway design.

General Note 1 on Sheet C7.10, again any changes to the storm water design should be made at the discretion of the EOR. JRS is not responsible for alterations to the Construction Documents and will build from the approved plan set. JRS assumes EOR will take adequate field survey to document existing conditions to ensure design is adequate and functional.

**\*\*Excludes any remediation of vegetation over cleared areas.**



EXHIBIT C  
Land Use Approvals





## COMMUNITY DEVELOPMENT

### FINDINGS & DECISION

**FILE NUMBER:** 247-25-000291-TP

**SUBJECT PROPERTY/  
OWNER/APPLICANT:**

Mailing Name: CALDERA SPRINGS REAL ESTATE LLC  
Map and Taxlot: 2011080002500  
Account: 285002  
Situs Address: \*\*NO SITUS ADDRESS\*\*

Mailing Name: CALDERA SPRINGS REAL ESTATE LLC  
Map and Taxlot: 2011090000100  
Account: 285008  
Situs Address: 18300 LAVA SPRINGS LP, BEND, OR 97707

**APPLICANT'S  
REPRESENTATIVE:**

Radler White Parks & Alexander, LLP

**REQUEST:**

The applicant seeks tentative plan approval of Caldera Springs Phase E, an 86-lot<sup>1</sup> residential subdivision.

The applicant filed a Final Master Plan ("FMP") application with the County in April, 2021, (File No. 247-21-000388-M), and a Modification of Application on May 27, 2021, (File No. 247-21-000528-MA). The applications were referred to a public hearing, which was held on June 22, 2021. The FMP was approved on August 10, 2021.

**STAFF CONTACT:**

Haleigh King, Senior Planner  
Phone: 541-383-6710  
Email: [Haleigh.King@deschutes.org](mailto:Haleigh.King@deschutes.org)

**RECORD:**

Record items can be viewed and downloaded from:  
[www.buildingpermits.oregon.gov](http://www.buildingpermits.oregon.gov)

<sup>1</sup> Staff notes the first page of the application form indicates 97 lots. This is a typo. 86 lots are proposed.



I. **APPLICABLE CRITERIA**

Title 17 of the Deschutes County Code, the County Subdivision/Partition Ordinance  
Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans  
Chapter 17.36, Design Standards  
Chapter 17.44, Park Development  
Chapter 17.48, Design and Construction Specifications  
Title 18 of the Deschutes County Code, the County Zoning Ordinance:  
Chapter 18.40, Forest Use Zone (F2)  
Chapter 18.80, Airport Safety Combining Zone (AS)  
Chapter 18.88, Wildlife Area Combining Zone (WA)  
Chapter 18.113, Destination Resorts Zone (DR)  
Chapter 18.116, Supplementary Provisions  
Title 22, Deschutes County Development Procedures Ordinance  
Oregon Revised Statutes (ORS)  
Chapter 92 — Subdivisions and Partitions

II. **BASIC FINDINGS**

**LOT OF RECORD:** The annexation property is a lot of record pursuant to the Board of County Commissioners (“Board”) decision in PA-10-7, ZC-10-5. This finding was confirmed by the Hearings Officer (“HOFF”) in 247-15-000464-CU. Furthermore, the subject tax lots were platted as Development Tract A1 within Caldera Springs Phase A.

**SITE DESCRIPTION:** The subject property is a portion of what is referred to as the annexation property in the FMP approval, and is directly east of the existing Caldera Springs Destination Resort (“Resort”). The subject property is irregularly shaped, approximately 150 acres in size, and undeveloped with a generally level topography. However, only a portion of the 150 acre area is included in this subdivision request. Vegetation on-site consists of a dense cover of lodgepole and ponderosa pine trees. Understory vegetation is bitterbrush, bunchgrasses, and typical high desert vegetation.

**SURROUNDING LAND USES:** The subject property is bounded to the north by the Burlington Santa-Fe Railroad (BNSF) right-of-way and Sunriver Business Park. To the west and south is the existing resort property. The BNSF railroad right-of-way forms borders the eastern property boundary with federally owned forest lands beyond.

**LAND USE HISTORY:** The County land use approvals associated with the Resort and annexation property are summarized below.

Land Use Approval	Description
CU-05-07	Conceptual Master Plan (“CMP”) for the Resort
M-05-01	



	FMP for the Resort
TP-05-961	Tentative Plan for up to 320 single-family residential homesites, various future development tracts, rights-of-way, and easements for infrastructure
SP-05-53	Site Plan for the Resort's first phase including 150 separate rentable units for visitor lodging; eating establishments for at least 100 persons; meeting rooms for at least 100 persons, nine-hole short golf course; three practice golf holes; practice putting green; lake; and clubhouse which will incorporate the eating establishments and meeting rooms
SP-06-14	Site Plan for the Resort amenities including fitness/pool center, pool, basketball court, play area, tennis courts, lake expansion, relocated parking area, lawn sports area, and pavilion
FPA-06-12	Final Plat approval for TP-05-961
SP-06-52, V-06-16, MA-06-23	Site Plan for overnight lodging units (OLUs) within Tracts 2 and 3; Minor Variance to reduce the parking area setback from 250 feet to 225 feet
SP-06-55	Site Plan for a pump station associated with the Resort water feature
SP-06-61	Site Plan for OLUs in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLUs provided as lock-off units; A total of 160 OLUs will be provided within Tracts 1, 2 and 3; This Site Plan approval is intended to amend and supplement SP-05-53



MC-07-2	Modification of the Dimensional Standards approved under the CMP and FMP, to include dimensional standards for the Overnight Lodging Cottage Lots
TP-07-988	Tentative Plan to divide Tracts 1, 2 and 3 into 45 lots, and to allow a Zero Lot Subdivision; Tract 1 includes 22 lots, Tract 2 includes 12 lots, and Tract 3 includes 11 lots; This division will allow the construction of the overnight lodging cottages approved under SP-06-52 and SP-06-61
TU-07-3	Temporary use permit to construct a model cottage in Tract 1
SP-07-25	Site plan approval for the OLU's approved under SP-06-52 and SP-06-61 to address the lot configurations approved under TP-07-988
MP-08-88	Minor Partition to divide Tract FA into three parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the pavilion, fitness center, lakes and a portion of the parking lot and open spaces; Parcel 3 includes the lakehouse facility and a portion of the parking lot in the core area of the Resort
MP-08-89	Minor Partition to divide Tract A in the Phase 1 subdivision into two parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the open spaces
DR-13-23	Declaratory Ruling to determine if the site plan approval under SP-07-25, authorizing OLU's, roads and bike paths, has been initiated
MC-13-4	Modification of the CMP and FMP to change the required availability of OLU's from 45 weeks to 38 weeks
MC-13-5	Modification of SP-07-25 to change the required availability of OLU's from 45 weeks to 38 weeks
247-15-000464-CU	CMP for the annexation property ("Annexation CMP Decision"); remanded by the Land Use Board of Appeals ("LUBA")



247-18-000009-A	<p>CMP for the annexation property on remand ("Remand Decision"), which included modifications to the CMP approved under 247-15-000464-CU in the following areas:</p> <ul style="list-style-type: none"> <li>• Location and extent of the Wildlife Mitigation Tract</li> <li>• Types and number of OLUs</li> <li>• Vandever Road access; and</li> <li>• 100-foot setback from common areas</li> </ul>
247-21-000049-,050-,051-, 052-LL	Property line adjustments between the Resort and annexation property
247-21-000388-M, 528-MA	<p>FMP approval for the annexation property, which included modifications to the FMP proposal in the following areas:</p> <ul style="list-style-type: none"> <li>• Install a landscaped berm located just north of Trailmere Circle, along the western boundary of the subject property</li> <li>• Relocate the north/south road along the western boundary, approximately 50 feet to the east</li> </ul> <p>Relocate the OLUs along the north/south road, approximately 50 feet to the east to match the relocated roadway.</p>
247-21-000654-TP	Tentative Plan for a 70-lot residential subdivision in the annexation property
247-21-000655-TP	Tentative Plan for a 16-lot OLU subdivision in the annexation property
247-21-0001014-FPA, 21-1015-FPA	Final Plat Approval for 21-654-TP, 21-655-TP
247-22-000042-TP	Tentative Plan for a 30-lot residential subdivision in the annexation property (Phase B)
247-22-000043-TP	Tentative Plan for a 7-lot OLU subdivision in the annexation property (Phase B)
247-22-000182-TP, 183-TP	Concurrent application for a 16-lot OLU subdivision in the annexation property (Phase C) and a 72-lot residential subdivision (Phase C).



247-24-360-TP, 361-TP	Tentative Plan for Phase D single-family residential and OLU subdivision
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**REVIEW PERIOD:** The application was submitted on May 5, 2025. Staff deemed the TP application incomplete on June 4, 2025. The applicant provided a response to the incomplete letter on June 11, 2025. Staff deemed the application complete on June 11, 2025. The 150<sup>th</sup> day on which the County must take final action on the TP application is November 8, 2025.

**PUBLIC AGENCY COMMENTS:** The Planning Division mailed notice of the application on May 15, 2025, to several public agencies. Staff received the following responses.

Deschutes County Senior Transportation Planner, Tarik Rawlings

I have reviewed the transmittal materials for 247-25-000291-TP for an 86-lot subdivision on a total 175.36-acre property comprised of two parcels, within the existing Caldera Springs Destination Resort (Phase A). The subject properties are located within the Forest Use (F2) Zone and the Airport Safety (AS), Landscape Management (LM), Wildlife Area (WA), and Destination Resort (DR) Combining Zones. The larger of the two subject parcels does not have an address and is recognized on County Assessor's Map 20-11-08 as Tax Lot 2500. The smaller of the two subject parcels has an address of 18300 Lava Springs Loop, Bend, OR 97707 and is recognized on County Assessor's Map 20-11-09 as Tax Lot 100. The proposal appears to be consistent with the approved Conceptual Master Plan (CMP) and Final Master Plan (CMP) (most recently approved under County files 247-21-000388-M, 528-MA) and no additional traffic analysis is required.

The properties utilize a private road system which accesses Vandevort Road and South Century Drive, public roads maintained by Deschutes County and functionally classified as collectors. Therefore, the public access permit requirements of DCC 12.28.050 and 17.48.210(A) do not apply to the subject application.

Board Resolution 2024-038 sets a transportation system development charge (SDC) rate of \$5,691 per p.m. peak hour trip. County staff has determined a local trip rate of 0.81 p.m. peak hour trips per single-unit dwelling unit; therefore the applicable SDC is \$4,610 (\$5,691 X 0.81) per single-unit dwelling unit. The SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2025 PENDING ANY AMENDMENTS TO THE COUNTY'S CURRENT SDC RESOLUTION 2024-038. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**



**ON JULY 1, 2025, THE SDC RATE WILL INCREASE TO A BASE RATE OF \$5,856 PER P.M. PEAK HOUR TRIP AND THE SDC FOR THE PROPOSAL WILL BE \$4,743 (\$5,856 X 0.81) PER SINGLE-UNIT DWELLING UNIT.**

Deputy State Fire Marshal, Clara Butler, email dated July 1, 2025

The attached information has satisfied the fire code requirement for this project. Once the turn-around is constructed and the hydrants are in, they can start construction on homes. Please let me know if you have any questions.

Deputy State Fire Marshal, Clara Butler, email dated May 22, 2025

**Findings: Not enough information provided on plans for accurate comments, secondary access requirements have not been met, unable to determine if turn-around requirements have been met.**

**WATER:**

- **Fire Safety during Construction – 2022 OFC 501.4** o Approved fire department access roads, required water supply, fire hydrants, and safety precautions shall be installed and serviceable prior to and during the time of construction. The requirements of NFPA 241 shall be followed until project is complete.

**Area with Fire Hydrants:**

- **Water Supply – 2022 OFC B105.1** o The minimum fire-flow requirements for one- and two- family dwellings having a fire-flow calculation area which does not exceed 3,600 sq ft (including the garage) shall be 1,000 gpm at 20 psi residual flow. Dwellings exceeding 3,600 sq ft shall use Table B105.4
  - o Exception:
    - A reduction in required fire flow of up to 50 %, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.3 (NFPA 13D) of the OFC.
- **Fire Hydrant – 20122 OFC 507.5.1**
  - o Where a portion of the building is more than 400 feet from a hydrant on a fire apparatus access road as measured by an approved route around the exterior of the building, on-site hydrants and mains shall be provided where required.
    - Exception: For Group R3 occupancies, the distance requirement shall be 600 ft.
- **Area Separation – 2022 OFC B104.2**
  - o Portions of buildings which are separated by fire walls without openings constructed in accordance with the International Building Code are allowed to be considered as separate fire flow calculation areas.
- **Obstruction & Protection of Fire Hydrants – 2022 OFC 507.5.4 – 507.5.6**
  - o A 3 foot clear space shall be maintained around the circumference of fire hydrant. When exposed to vehicular damage, concrete curbing, sidewalks, or



4 inch concrete filled bollards placed 3 feet from hydrant shall suitably protect fire hydrants.

- ***Note: Before the application can be deemed complete, a stamped engineered fire flow analysis will be required.***

#### **Area without Fire Hydrants:**

- **NFPA 1142 Requirements 2017**

- o If the structure is being built in an area without a public water supply system, then the water flow requirements will come from NFPA 1142.

- o Note: The following information will need to be provided in order to determine accurate water flow requirements.

- Building height, length and width
- Use of the building
- Type of construction
- Whether the structure 100 sq ft or larger and within 50 feet of any other structures

- **Structures with Automatic Sprinkler systems – 2017 NFPA 1142 Chapter 7**

- o The authority having jurisdiction shall be permitted to waive the water supply required by this standard when a structure is protected by an automatic sprinkler system that fully meets the requirements of NFPA 13 (2016)

- **Fire Safety during Construction – 2022 OFC 501.4 and NFPA 241 (2019)**

- o Approved fire department access roads, required water supply, fire hydrants, and safety precautions shall be installed and serviceable prior to and during the time of construction. The requirements of NFPA 241 shall be followed until project is complete.

#### **ACCESS:**

- **Premises Identification – 2022 OFC 505.1**

- o Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background and visible at night. Number/letter shall be a minimum of 4" high and a .5 "stroke width.

- **Required Access – 2022 OFC 504.1**

- o Exterior doors and openings shall be made readily accessible for emergency access by the fire department. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided.

- **Fire Apparatus Access Roads – 2022 OFC 503 & Appendix D**

- o Fire apparatus access roads shall extend to within 150 ft of all portions of the building as measured by an approved route around the exterior of the building.



- o Fire apparatus access roads shall have an unobstructed width of **not less than 20 feet** and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- o Fire apparatus roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide **all-weather driving** capabilities.
- o The required **turning radius** of a fire apparatus access road shall be determined by the fire code official. The **grade** of the fire apparatus access roads shall be within the limits established by the fire code official.
- o The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus. Traffic calming devices shall be prohibited unless approved by the fire code official.

- **Authority – 2022 OFC 503.2.2**

- o The fire code official shall have the authority to modify the dimensions specified in 503.2.1.

- **Fire Lanes – 2022 OFC 503.3 & D103.6**

- o Approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Such signs or notices shall be kept in legible conditions at all times. The stroke shall be 1 inch with letters 6 inches high and read **“No Parking Fire Lane”**. Spacing for signage shall be every 50 feet.

- Recommended to also paint fire lane curbs (in addition to Fire lane signs) in bright red paint with white letters.

- o **D103.6.1 Roads 20-26 Ft. Wide:** Shall have Fire Lane signs posted on both sides of a fire lane.

- o **D103.6.2 Roads more than 26 Ft. Wide:** Roads 26-32 ft wide shall have Fire Lane signs posted on one side of the road as a fire lane.

- **Aerial Access Roads – 2022 OFC D105**

- o Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads and capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadways. Access roads shall have a minimum unobstructed width of 26 feet in the immediate vicinity of any building or portion of a building more than 30 feet in height. At least one of the required access routes meeting above requirement shall be located within a minimum of 15 feet and a maximum of 30 feet from the building and shall be positioned parallel to one entire side of the building.

- **Dead-Ends – 2022 OFC 503.2.5 and D103.4**



o Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

- D 103.4 Table: Length of Dead end: greater than 500 ft shall meet the turnaround requirements and the width of the road shall be a minimum of 26 ft clear for fire apparatus.

***Unable to determine if the above requirement has been met.***

• **Additional Access – 2022 OFC 503.1.2**

o The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, conditions or terrain, climatic conditions or other factors that could limit access.

- Emergency Access Road Gates – 2022 OFC D103.5
- o Minimum 20 feet wide

• **Emergency Access Road Gates – 2022 OFC D103.5**

- o Minimum 20 feet wide.
- o Gates shall be swinging or sliding type.
- o Shall be able to be manually operated by one person.
- o Electric gates shall be equipped with a means of opening by emergency personnel & approved by fire official.
- o Locking devices **may** be padlocks.
- o Section 503.3: Install a sign on the gate “Emergency Access”

• **Key Boxes – 20122 OFC 506.1**

o An approved key box **may** be installed on all structures equipped with a fire alarm system and /or sprinkler system.

• **One and Two Family Residential Developments – 2022 OFC D107**

o Developments where the number of dwelling units exceeds 30 units shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D 104.3. Unless, all dwellings are equipped with and approved automatic sprinkler system.

o **Remoteness – 2019 OFC D107.2** Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal of the property or area to be served, measured in a straight line between accesses.

***The above requirement has not been met.***

If you have any questions or require clarification on any of these items please let me know.

Deschutes County Building Division, Randy Scheid

NOTICE: The Deschutes County Building Safety Divisions code mandates that Access, Egress, Setbacks, Fire & Life Safety, Fire Fighting Water Supplies, etc. must be specifically addressed



during the appropriate plan review process with regard to any proposed structures and occupancies.

Accordingly, all Building Code required items will be addressed, when a specific structure, occupancy, and type of construction is proposed and submitted for plan review.

The following agencies did not respond or had no comments. Deschutes County 911, Deschutes County Assessor, Deschutes County Property Address Coordinator, La Pine Fire Department, Deschutes National Forest, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Sunriver Airport, and Sunriver Utilities.

**PUBLIC COMMENTS:** On May 15, 2025, the Planning Division mailed notice of the application to all property owners within 750 feet of the subject property. The applicant complied with the posted notice requirements of Section 22.23.030(B) of Title 22 by submitting a Land Use Action Sign Affidavit indicating the applicant posted notice of the TP application on May 14, 2025. No public comments were received.

### III. **FINDINGS & CONCLUSIONS**

#### **FMP CONDITIONS OF APPROVAL**

Conditions of approval were required as part of the Annexation CMP Decision and the Board of County Commissioners ("BoCC") Remand Decision. The majority of conditions of approval from the Annexation CMP Decision and the BoCC Remand Decision were carried over and relevant to the FMP. In his decision, the Hearings Officer ("HOff") labeled the relevant Annexation CMP Decision conditions as "**CMP**" followed by the respective condition number. The HOff labeled the BoCC Remand Decision conditions as "**R**" followed by the respective condition number.

The HOff also included a number of staff and applicant recommended conditions. These conditions were included based upon the HOff's conclusion that staff and applicant recommended conditions were necessary to satisfy relevant approval criteria. The HOff labeled staff recommended conditions as "**S**" followed by an identification number. The HOff labeled applicant recommended conditions as "**A**" followed by an identification number.

The BoCC Remand Decision modified Annexation CMP conditions #8, #11, #12 and #18. For this reason, those Annexation CMP conditions were not included in the FMP decision. Additionally, the HOff found Remand Decision condition #4 was not applicable and, therefore, was not included in the FMP decision.

As noted in the FMP findings for BoCC condition #6, Vandevent Road ingress and egress is allowed by both CMP condition #2 and BoCC condition #6 with egress from the Resort onto Vandevent restricted to right turn movements only. Also, the HOff noted that BoCC condition #8 reflects the current DCC ratio requirements and updates the ratio referenced in CMP condition #6A.



**CMP 1.**        *Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the Applicant. Any substantial change in this approved use will require review through a new land use application.*

**FINDING:** Staff includes a condition of approval to ensure compliance.

Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.

**PRIOR TO FINAL PLAT**

**CMP 5.**        *The approach apron to Vandever Road must be paved to reduce the amount of gravel and debris tracked onto Vandever Road from the property.*

**FINDING:** The applicant was required to pave the Vandever Road approach apron in conjunction with final plat approval for Phase A (247-21-0001014-FPA, 21-1015-FPA). This requirement has been met.

**CMP 6.**        *Before approval of each final plat, all the following shall be provided:*  
**A.**        *Documentation demonstrating compliance with the 2.5 to 1 ratio as defined in DCC 18.113.060(D)(2);*

**FINDING:** The applicant provided the following findings:

In approving the CMP, the county found that Caldera Springs included a total of 196 OLU's. For Phases A through D, the county has approved a total of 92 OLU's (with two OLU's per OLU lot). For Phase E the applicant proposes 16 separate OLU lots, with a total of 39 OLU's to be constructed on the separate lots. The Phase E OLU's will include a mix of two- and three-key OLU's, with each OLU containing full sleeping and eating amenities consistent with the OLU's authorized in Phase A-D. As of the date of this application, a total of 236 OLU's have been completed and received certificates of occupancy. With approval of the Phase E and Phase E OLU final plats, a total of 264 OLU's will be required to be in place or guaranteed through surety bonding. Depending on the timing of construction of additional OLU's, if the required number of OLU's are not completed by the time of recording of the Phase E plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLU's are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.



application.

<b>Caldera Springs OLU Calculations</b> 5/1/2025						
	<b>Plat Approval Requirements</b>					
<b>Phase</b>	<b>SFR Units</b>	<b>Approved OLUs</b>	<b>Phase Ratio</b>	<b>Overall Ratio (2.3 max)</b>	<b>Completed OLUs</b>	<b>Req. OLU to meet 2.3 : 1 Ratio</b>
Original Caldera (Phases 1 and 2)	320	196	1.63	1.6	196	150
CSA Phase A	70	32.0	2.19	1.7	196	169.6
CSA Phase B	30	14.0	2.14	1.7	196	182.6
CSA Phase C-1 (recorded 1/11/23)	37	16.0	2.31	1.77	196	198.7
CSA Phase C-2 (recorded 4/26/24)	35	14.0	2.50	1.81	224	213.9
Phase D (recorded _____)	29	16	1.81	1.81	236	226.5
Phase E	86	39	2.67	1.89	N/A	264
Caldera Springs Total	607	322	N/A	1.89	N/A	
<b>Expansion Total</b>	<b>297</b>	<b>131</b>	<b>2.27</b>			

Staff notes Remand condition 8, detailed below, modified the ratio to 2.3 to 1.

As noted in the BOCC's decision on the FMP, the subject property is an expansion of the existing Resort. As such, any calculation regarding compliance with the required ratio must take into consideration the existing residential units and OLUs.

With approval of the Phase E OLU and companion residential subdivision plat, a total of 264 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, the applicant states that 236 OLUs are completed and have received certificates of occupancy, leaving at least 28 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 28 OLUs are not completed by the time of recording of the Phase E plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase E, the applicant shall submit one of the following to ensure that a minimum of 264 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

A. Documentation that a minimum of 264 OLUs are constructed; or



- B. Bonding or other security to ensure that a minimum of 264 OLUs are constructed or otherwise guaranteed.

**B. Documentation on all individually-owned residential units counted as overnight lodging, including all of the following:**

- 1) **Designation on the plat of any individually-owned units that are going to be counted as overnight lodging;**
- 2) **Deed restrictions requiring the individually-owned residential units designated as overnight lodging units to be available for rental at least 38 weeks each year through a central reservation and check-in service operated by the resort or by a real estate property manager, as defined in ORS 696.010;**
- 3) **An irrevocable provision in the resort Conditions, Covenants and Restrictions ("CC&Rs) requiring the individually-owned residential units designated as overnight lodging units to be available for rental at least 38 weeks each year through a central reservation and check-in service operated by the resort or by a real estate property manager, as defined in ORS 696.010;**
- 4) **A provision in the resort CC&R's that all property owners within the resort recognize that failure to meet the conditions in DCC 18.113.060(L)(6)(b)(iii) is a violation of Deschutes County Code and subject to code enforcement proceedings by the County;**
- 5) **Inclusion of language in any rental contract between the owner of an individually-owned residential unit designated as an overnight lodging unit and any central reservation and check in service or real estate property manager requiring that such unit be available for rental at least 38 weeks each year through a central reservation and check-in service operated by the resort or by a real estate property manager, as defined in ORS 696.010, and that failure to meet the conditions in DCC 18.113.060(L)(6)(b)(v) is a violation of Deschutes County Code and subject to code enforcement proceedings by the County.**

**FINDING:** The subject tentative plat does not include any OLUs. As noted above, a companion application was submitted for 16 OLU lots. These criteria will be reviewed as part of that application.

**AT ALL TIMES**

**CMP 7. No new or expanded industrial, commercial or recreational use shall project lighting directly onto an existing runway or taxiway or into existing airport approach surfaces except where necessary for safe and convenient air travel. Lighting for these uses shall incorporate shielding in their designs to reflect light away from airport approach surfaces. No use shall imitate airport**



***lighting or impede the ability of pilots to distinguish between airport lighting and other lighting.***

**FINDING:** No new or expanded industrial, commercial or recreational uses are proposed. This condition does not apply.

**CMP 9.           *The Declaration shall be revised to require the developer to comply with the fence standards pursuant to DCC 18.88.070.***

**FINDING:** Based on staff's review of the revised Declaration of Covenants, Conditions and Restrictions ("Declaration"), Section 7.1 was amended to comply with this condition. To ensure the subject property complies with the Declaration, staff includes a condition of approval requiring the Declaration be recorded prior to, or concurrent with, final plat.

Declaration. The owner shall record the Declaration, as amended and detailed in this decision.

**CMP 10.           *Prior to development of each phase of the resort expansion, the developer shall submit to the Planning Division an erosion control plan for that phase.***

**FINDING:** The applicant submitted the Erosion and Sediment Control Plan which covers the area dedicated to the subject residential subdivision and the companion OLU subdivision. The Plan details the location of anticipated ground disturbance, sediment and debris fencing, and construction entrance. The Plan also notes the use of erosion and sediment control best management practices throughout the construction phase. This criterion is met.

**CMP 13.           *Except as otherwise specified herein, all development (including structures, site obscuring fences of over three feet in height and changes to the natural topography of the land) shall be setback from exterior property lines as follows:***

- A.       *Three hundred fifty feet for commercial development including all associated parking areas;***
- B.       *Two hundred fifty feet for multi-family development and visitor oriented accommodations (except for single family residences) including all associated parking areas;***
- C.       *One hundred fifty feet for above grade development other than that listed in DCC 18.113.060(G)(2)(a)(i) and (ii), including any installed landscaped berms;***
- D.       *One hundred feet for roads;***
- E.       *Fifty feet for golf courses; and***
- F.       *Fifty feet for jogging trails and bike paths where they abut private developed lots and no setback for where they abut public roads and public lands.***



- G. *Notwithstanding Condition of Approval No. 13(C)<sup>2</sup>, above grade development other than that listed in DCC 18.113.060(G)(2)(a)(i) and (ii) shall be set back 250 feet in circumstances where state highways coincide with exterior property lines.***
- H. *The setbacks identified in Condition of Approval No. 13 shall not apply to entry roadways and signs.***

**FINDING:** The annexation property was reviewed and approved as an expansion of the existing Caldera Springs Resort. For this reason, staff finds the exterior property lines are the exterior property lines of the combined existing Resort and annexation property. In other words, none of the common property lines between the existing Resort and annexation property are considered exterior property lines for the purposes of these conditions. The HOFF confirmed this interpretation in the FMP decision.

Based on staff's review of the TP, all development on the proposed residential lots will comply with the 150-foot setback requirement of subsection (C) above and all roads will comply with the 100-foot setback requirement of subsection (D) above.

***CMP 14 through 19.***

**FINDING:** These conditions apply to the annexation property as a whole, rather than to the specific subdivision proposed under this TP application.

***CMP 20. The Covenants, Conditions and Restrictions (CCRs) and/or Bylaws for the resort shall include a specific provision for funding of the Wildlife Report requirements and retention of a professional biologist.***

**FINDING:** As noted above, staff includes a condition of approval requiring the Declaration to be recorded prior to, or concurrent with, the final plat. This condition will be met.

***CMP 21. The resort shall comply with the approved Wildfire Management Plan.***

**FINDING:** The required recordation of the Declaration, which itself requires compliance with the Wildfire Management Plan, will ensure compliance with this condition.

***CMP 22 through 24.***

**FINDING:** Recordation of the Declaration, which requires compliance with these conditions, will ensure compliance.

***R 3. Uses in the Wildlife Mitigation Tract ("WMT"). The only uses permitted within the***

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<sup>2</sup> As noted in the FMP decision, the Hearings Officer found the original reference to Condition of Approval No. 11 is an error. The Hearings Officer revised conditions G and H to reference Condition of Approval 13, to address this error.



***WMT shall be the access road depicted on the Site Plan and soft walking/hiking paths, as generally depicted on the Site Plan. The following additional restrictions will apply to uses in the WMT:***

- A. Recreation. To offset potential disturbance-or disruption-related indirect effects of humans, the WMT will not include the use of any bicycle, mountain bike or other mechanical vehicles, except as may be reasonably required for wildfire and wildlife treatments within the WMT as contemplated by the wildfire and wildlife reports adopted as part of Annexation I.***
- B. Dogs. The CC&Rs for the Resort shall specifically include a requirement that no off-leash dogs shall be permitted in the Resort, unless located within a fenced dog park located within the Resort, but outside the Wildlife Mitigation Tract.***
- C. Access Road Operation. The access road through the WMT shall be designated as a homeowner access road, limited to homeowner and construction traffic only. The access road as depicted on the Site Plan shall be relocated west to be within or immediately adjacent to the powerline easement. No gatehouse or guest station shall be permitted at the access point. Appropriate signage shall be installed directing Resort guests and visitors to the main resort entrance on South Century Drive.***
  - i. Gates shall be installed and maintained as reasonably practical at the south terminus of the Resort roadway and Vandever Road; at the interior location set forth on the Site Plan. The gates shall be closed and operable by a key card, vehicle transponders or other similar equipment 24 hours per day.***
  - ii. The access road shall be designed in a manner to reduce speeds (including one or more of the following features: sinuous alignment, bulb outs, traffic calming features) and shall be posted with a 20 MPH limit and identified as a wildlife corridor.***
  - iii. Educational signage shall be placed in an appropriate location at the boundary of the WMT identifying the area as such, and explaining the need not to disturb habitat or species within the WMT.***
- D. Structures. No structures other than the access road, gates and proposed walking trails as shown on the Site Plan shall be permitted in the WMT.***
- E. Management in the WMT. Consistent with the wildlife management report prepared for the Resort, the following management measures shall be implemented:***
  - i. Rock Outcrops. Rock outcrops and piles provide unique habitat qualities and serve as a keystone habitat niche within the WMT. Accordingly, any management activities should avoid such outcrops and the surrounding vegetation;***
  - ii. Snags. Standing snags provide important habitat niches, especially for avian and small mammal species. Accordingly, all existing wildlife snags should be retained, unless they are determined to pose a wildfire hazard.***
- F. Other Habitat Conservation Measures. Vegetation shall be monitored, and***



***weeds and non-native plants will be controlled and eradicated when possible;***

- i. Brush patches will be maintained in a mosaic pattern to provide various stages of growth so that both cover and forage are provided. Vegetation management activities performed in the WMT shall be performed in the fall or spring (outside of deer winter season) when areas are accessible and not under fire restrictions, except that any mowing is not to occur in the spring when there is bird nesting;***
- ii. Ponderosa pine trees (dead and living) will be preserved where possible;***
- iii. Downed logs will be retained for their wildlife value where possible;***
- iv. Firewood cutting or vegetation alteration beyond that prescribed as management for increased habitat value or as management for wildfire risk, will not be permitted;***
- v. Prior to Final Plat Approval, nest boxes will be installed. Said nest boxes shall be maintained to benefit native bird species;***
- vi. Prior to Final Plat Approval, bat boxes will be installed on trees to benefit native bat species;***
- vii. New fences are prohibited in the WMT;***
- viii. Livestock will not be kept or allowed on the Annexation Property;***
- ix. The proposed development will prohibit the recreational use of off-road motor vehicles within the WMT. Motorized vehicle use in the WMT will only be allowed for management or emergency fire vehicle access;***
- x. The lots that are directly adjacent to the WMT will have 25-foot setback requirements to protect the wildlife value of the area;***
- xi. A program for proper garbage storage and disposal will be instituted for all resort residences and facilities. The program will be designed to reduce the availability of human-generated food resources to predators and corvids (crows, ravens, and Jays) known to predate other wildlife species;***
- xii. An educational program for local residents will be initiated regarding the native wildlife populations using the WMT and the need to avoid disturbance of species within the WMT. Educational materials will include newsletters, flyers, signage on trails, or other similar outreach tools;***
- xiii. No fireworks of any type will be allowed;***
- xiv. No use of drones will be allowed; and***
- xv. No hunting, discharge of firearms or trapping will be allowed.***

**FINDING:** The Phase E subdivision does not propose any uses within the WMT, consistent with the FMP. Prior to the recordation of the Phase A plat, the applicant was required to install nest boxes and bat boxes to satisfy conditions (F)(v) and (vi). The applicant has met this requirement.



The Declaration will ensure compliance with the remaining aspects of condition R3 for the subdivision.

- R 5. *The Applicant shall be permitted to construct residential and overnight lodging units in an amount not to exceed 100 EDUs (residential unit =1 EDU, overnight lodging unit = 0.5 EDU) prior to any upgrades to the current wastewater treatment plant. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.***

**FINDING:** The applicant has submitted evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018, email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area. This condition is met.

- R 6. *Egress from the resort at the Vandevent Road access point shall be limited to homeowner, emergency and construction-related traffic only. Turning movements out of the resort shall be limited to right turns only until the Vandevent Road/Highway 97 intersection is either closed or limited to right in/right out only. Prior to construction, the County Road Department shall approve the turn restriction design.***

**FINDING:** The proposed subdivision does not include the Vandevent Road access point. This condition does not apply.

- R 7. *Prior to or concurrent with an application for each tentative plat in the Annexation Area, the Applicant shall submit a copy of the PUC order or ruling approving the expansion of Sunriver Water LLC's service territory to include the area proposed to be platted. In no event shall the County approve a tentative plat within the Annexation Area if the Annexation Area has not been included in Sunriver Water LLC's service territory.***

**FINDING:** The applicant submitted the required PUC Order demonstrating approval for the expansion of Sunriver Water LLC's service territory. This condition is met.

- R 8. *Prior Condition No. 11 is revised (with underline) as follows: The resort as a whole shall maintain a maximum ratio of single-family dwelling units to overnight accommodation units of 2.3:1.***

**FINDING:** As discussed above, the owner will be required to record the final plat for the OLU subdivision prior to, or concurrent with, recording the final plat for the residential subdivision to



ensure compliance with this condition. Further, the owner will be required to demonstrate the OLUs necessary to satisfy the 2.3 to 1 ratio are constructed and available for rent.

**R 9. *Prior Condition No 12 is revised (with underline) as follows: Individually owned Overnight Lodging Units (OLUs) shall be made available for overnight rental use by the general public for at least 38 weeks per calendar year through one or more central reservation and check-in services operated by the destination resort or by a real estate manager, as defined in ORS 696.010.***

**FINDING:** This condition applies to any development which includes OLUs. This condition does not apply to this residential subdivision.

**R 10. *Prior condition No. 18 is revised (with underline) as follows: The resort shall comply with the approved Wildlife Report and the 2018 supplement included in connection with the present application, with the 2018 supplement controlling over any conflict between the two reports.***

**FINDING:** Recordation of the Declaration, which requires implementation of the Wildlife Report and supplement, will ensure compliance. This condition will be met.

**R 11. *Prior to issuance of any building permit for any Visitor Oriented Accommodation (other than single family residences), the Applicant shall demonstrate that all Visitor Oriented Accommodations (other than single family residences) meet the 250-foot setback imposed by DCC 18.113.060(D)(2)(a)(ii).***

**FINDING:** This condition applies to any development which includes OLUs, other than single family residences. This condition does not apply to this residential subdivision.

**S 1 through S4.**

**FINDING:** Based on staff's review of the revised Declaration, Section 7.1, Section 9.2.4, and Section 9.2 have been amended to require compliance with DCC 18.88.070. This condition is met.

**A 1. *Prior to the first final plat, the Applicant shall amend Section 9.2.3 of the Declaration, as follows:***

***Any livestock related activities (e.g. bringing livestock into the WMT, grazing or the presence of livestock).***

**FINDING:** The Declaration includes the required revision to Section 9.2.3. The Declaration was recorded with the Deschutes County Clerk on February 3, 2022 (Document 2022-04871). This condition is met.

**A 2. *The OLU-designated lots along the north/south spine road shall not be permitted to include any type of OLU other than as proposed by the Applicant through the FMP***



***application (e.g. single family homes with an associated ADU). No inn, hotel, motel or other similar use shall be permitted on these lots.***

**FINDING:** This condition applies to any development which includes OLUs. This condition does not apply to this residential subdivision.

**A 3. *The OLUs constructed on the first seven lots on the spine road north of the 4-way intersection shall not exceed 2,500 square feet of total living space on each lot.***

**FINDING:** This condition applies to any development which includes OLUs. This condition does not apply to this residential subdivision.

## **TITLE 18, DESCHUTES COUNTY ZONING ORDINANCE**

### **Chapter 18.113, Destination Resorts**

#### Section 18.113.040. Application Submission.

***The authorization of a permit for a destination resort shall consist of three steps.***

...

**C. *Site Plan Review. Each element or development phase of the destination resort must receive additional approval through the required site plan review (DCC 18.124) or subdivision process (DCC Title 17). In addition to findings satisfying the site plan or subdivision criteria, findings shall be made that the specific development proposal complies with the standards and criteria of DCC 18.113 and the FMP.***

**FINDING:** In compliance with this criterion, the applicant submitted a tentative plan application for an 86-lot single-family residential subdivision. The applicable criteria in Title 17, DCC 18.113 and the FMP are addressed in this decision.

#### Section 18.113.110. Provision of Streets, Utilities, Developed Recreational Facilities and Visitor Oriented Accommodations.

**A. *The Planning Director or Hearings Body shall find that all streets, utilities, developed recreational facilities and visitor oriented accommodations required by the FMP are physically provided or are guaranteed through surety bonding or substantial financial assurances approved by the County prior to closure of sale of individual lots or units.***

**FINDING:** The applicant provides the following findings:

In approving the CMP, the county found that Caldera Springs included a total of 196 OLUs. For Phases A through D, the county has approved a total of 92 OLUs (with two OLUs per OLU lot). For Phase E the applicant proposes 16 separate OLU lots, with a total of 39 OLUs to be constructed on the separate lots. The Phase E OLUs will include a mix of two- and three-key



OLUs, with each OLU containing full sleeping and eating amenities consistent with the OLUs authorized in Phase A-D. As of the date of this application, a total of 236 OLUs have been completed and received certificates of occupancy. With approval of the Phase E and Phase E OLU final plats, a total of 264 OLUs will be required to be in place or guaranteed through surety bonding. Depending on the timing of construction of additional OLUs, if the required number of OLUs are not completed by the time of recording of the Phase E plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLUs are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.

**Caldera Springs OLU  
Calculations**  
5/1/2025

Phase	Plat Approval Requirements					Req. OLU to meet 2.3 : 1 Ratio
	SFR Units	Approved OLUs	Phase Ratio	Overall Ratio (2.3 max)	Completed OLUs	
Original Caldera (Phases 1 and 2)	320	196	1.63	1.6	196	150
CSA Phase A	70	32.0	2.19	1.7	196	169.6
CSA Phase B	30	14.0	2.14	1.7	196	182.6
CSA Phase C-1 (recorded 1/11/23)	37	16.0	2.31	1.77	196	198.7
CSA Phase C-2 (recorded 4/26/24)	35	14.0	2.50	1.81	224	213.9
Phase D (recorded _____)	29	16	1.81	1.81	236	226.5
Phase E	86	39	2.67	1.89	N/A	264
Caldera Springs Total	607	322	N/A	1.89	N/A	
<b>Expansion Total</b>	<b>297</b>	<b>131</b>	<b>2.27</b>			

As discussed above, with approval of the Phase E OLU and companion residential subdivision plat, a total of 264 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 236 OLUs are completed and have received certificates of occupancy, leaving at least 28 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 28 OLUs are not completed prior to the recording of the Phase E plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.



**Final Plat – OLU and Residential:** Prior to the recordation of the final plat of Phase E, the applicant shall submit one of the following to ensure that a minimum of 264 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 264 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 264 OLUs are constructed or otherwise guaranteed.

***B. Financial assurance or bonding to assure completion of streets and utilities, developed recreational facilities and visitor oriented accommodations in the FMP shall be required pursuant to the security requirements for site plan review and subdivision review established by the Deschutes County Code.***

**FINDING:** The applicant has the option to either physically construct all streets and utilities, or financially assure them, prior to final plat. For this reason, staff includes a condition of approval to ensure compliance.

**Roads and Utilities.** Prior to final plat, the owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.

## **TITLE 17, SUBDIVISIONS AND PARTITIONS**

### **Chapter 17.12, Administration and Enforcement**

#### Section 17.12.080. Statement of Water Rights.

***All applicants for a subdivision or partition shall be informed by the Planning Director or his designee of the requirement to include a statement of water rights on the final plat.***

**FINDING:** Staff includes this criterion to inform the applicant of the requirement to include a statement of water rights on the final plat.

#### Section 17.12.100. Sale of Subdivision Lots Prohibited Before Final Approval.

***No person shall sell any lot in any subdivision until final approval of the land division has been granted by the County. Final approval occurs when the plat of the subdivision or partition is recorded with the County Clerk. No person shall negotiate to sell any lot in a subdivision until a tentative plan has been approved.***

**FINDING:** Staff includes this criterion to inform the applicant of these requirements.

### **Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans**

#### Section 17.16.040. Protective Covenants and Homeowner Association Agreements.



***Landowner covenants, conditions, and restrictions and homeowner association agreements are not relevant to approval of subdivisions and partitions under DCC Title 17, unless otherwise determined by the County to carry out certain conditions of approval, such as road maintenance or open space preservation. Any provisions in such agreements not in conformance with the provisions of DCC Title 17 or applicable zoning ordinances are void.***

**FINDING:** The applicant's Declaration is necessary to carry out conditions of approval related to the FMP, as discussed herein. For this reason, staff finds the Declaration is relevant to the approval of the subject residential subdivision. As noted above, staff includes a condition of approval requiring the applicant to record the Declaration.

Section 17.16.050, Master Development Plan.

***An overall master development plan shall be submitted for all developments affecting land under the same ownership for which phased development is contemplated. The master plan shall include, but not be limited to, the following elements:***

- A. Overall development plan, including phase or unit sequence;***
- B. Show compliance with the comprehensive plan and implementing land use ordinances and policies;***
- C. Schedule of improvements, initiation and completion;***
- D. Overall transportation and traffic pattern plan, including bicycle, pedestrian and public transit transportation facilities and access corridors;***
- E. Program timetable projection;***
- F. Development plans for any common elements or facilities;***
- G. If the proposed subdivision has an unknown impact upon adjacent lands or lands within the general vicinity, the Planning Director or Hearings Body may require a potential development pattern for streets, bikeways and access corridors for adjoining lands to be submitted together with the tentative plan as part of the master development plan for the subject subdivision.***

**FINDING:** The CMP and FMP approvals demonstrate compliance with these criteria.

Section 17.16.060, Master Development Plan Approval.

***The Planning Director or Hearings Body shall review a master development plan at the same time the tentative plan for the first phase is reviewed. The Planning Director or Hearings Body may approve, modify or disapprove the master plan and shall set forth findings for such decision. The Planning Director or Hearings Body may also attach conditions necessary to bring the plan into compliance with all applicable land use ordinances and policies. Any tentative plan submitted for the plan area shall conform to the master plan unless approved otherwise by the County. Master plan approval shall be granted for a specified time period by the Planning Director or Hearings Body, and shall be included in the conditions of approval.***



**FINDING:** This decision reviews the TP against the CMP and FMP approvals. Relevant conditions of the CMP and FMP approvals are addressed in this decision.

Section 17.16.070, Development Following Approval.

***Once a master plan is approved by the County, the plan shall be binding upon both the County and the developer; provided, however, after five years from the date of approval of the plan, the County may initiate a review of the plan for conformance with applicable County regulations. If necessary, the County may require changes in the plan to bring it into conformance.***

**FINDING:** This TP was applied for within 5 years of the FMP. This criterion is met.

Section 17.16.080, Tentative Plan as a Master Plan.

- A. As an alternative to the filing of a master plan for phased development, the applicant may file a tentative plan for the entire development. The plan must comply with the provisions of DCC Title 17 for tentative plans.***
- B. If the applicant proposed to phase development, he shall provide sufficient information regarding the overall development plan and phasing sequence when submitting the tentative plan.***
- C. If the tentative plan is approved with phasing, the final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.***

**FINDING:** The CMP and FMP approvals are the master plans for the annexation property.

Section 17.16.090, Tentative Plan Approval.

- A. The Hearings Body shall review the application and any comments submitted by other appropriate County, state, or federal agencies and shall render a decision in accordance with DCC 17.16.100, setting forth findings supporting its decision.***

**FINDING:** This decision captures staff's analysis of the application and agency comments. This decision is issued in accordance with DCC 17.16.100.

- B. Approval of the tentative plan shall not constitute final acceptance of the plat of the proposed subdivision for purposes of recording; however, approval of such tentative plan shall be binding upon the County for the purposes of preparation and review of the final plat. Upon review of the final plat, the County may require compliance with the terms of its tentative plan approval of the proposed subdivision and the terms of DCC Title 17.***

**FINDING:** This decision will be used to review the final plat for compliance.



Section 17.16.100. Required Findings for Approval.

***A tentative plan for a proposed subdivision shall not be approved unless the Planning Director or Hearings Body finds that the subdivision as proposed or modified will meet the requirements of DCC Title 17 and DCC Title 18 through 21, and is in compliance with the comprehensive plan. Such findings shall include, but not be limited to, the following:***

**FINDING:** This decision addresses the requirements of Chapters 17 and 18, as well as compliance with the FMP. The requirements of the Comprehensive Plan are codified within the Zoning Ordinance. Because no change to the Comprehensive Plan is sought by this application, conformance with Chapters 17 and 18 also indicates conformance with the Comprehensive Plan.

**A. *The subdivision contributes to orderly development and land use patterns in the area, and provides for the preservation of natural features and resources such as streams, lakes, natural vegetation, special terrain features, agricultural and forest lands and other natural resources.***

**FINDING:** Previous Deschutes County approvals of the CMP and FMP for the annexation property demonstrated general compliance with the criteria for orderly development and land use patterns in the area. The only notable natural feature within the annexation property is the existing pine forest throughout the property. As approved under the FMP, a significant portion of this pine forest will be preserved via the Wildlife Mitigation Tract.

In the CMP decision, the Hearings Officer concluded,

...the expansion property is generally flat with no significant topographic features on-site. Additionally, the subject property contains no habitat of threatened or endangered species, and no natural streams, rivers, wetlands, or riparian vegetation.

The subject property includes no lands zoned for farm use. While the property is zoned for forest use, the Destination Resort Combining Zone allows for the establishment of the proposed use. Further, as noted above, a significant portion of the existing pine forest will be preserved as part of the overall development of the annexation property. For these reasons, staff finds this criterion will be met.

**B. *The subdivision will not create excessive demand on public facilities and services, and utilities required to serve the development.***

**FINDING:** The applicant provides the following findings,

In connection with the CMP and FMP approvals, the applicant demonstrated that the resort as a whole will not create an excessive demand on public facilities, services or utilities. One condition of approval requires that prior to final plat of any property, the applicant demonstrate that the property is within the Sunriver Water service territory. As part of the Phase A plats, the applicant provided the county with a copy of the order demonstrating that



all resort property is within the exclusive territory of Sunriver Water. In order to expand its service territory, the utility had to demonstrate that it has adequate capacity to serve the property. Similarly, a condition requires that development beyond 100 EDUs not occur until Sunriver Environmental has completed upgrades of its treatment facility. Those upgrades have been completed.

The CMP and FMP decisions demonstrate the uses envisioned for the annexation property will not create excessive demand on public facilities, public services and utilities required to serve the development. The applicant submitted signed agreements for sewer and water service. Specific to water, the applicant submitted evidence indicating the annexation property has been included into the service territory for Sunriver Water. Per the FMP, the only transportation related mitigation measures which were required are the paving of the apron and the right-out turning movement at the Elk Run Drive and Vandevent Road intersection. No off-site mitigation measures to address transportation impacts were identified or required. The record for the CMP includes intent to serve letters from Cascade Natural Gas for natural gas; Midstate Electric Cooperative, Inc. for electricity; Bend Broadband for telephone and cable services; CenturyLink for telephone service; and Wilderness Garbage & Recycling for solid waste service.

Based on the above, Staff agrees and finds this criterion will be met.

**C. *The tentative plan for the proposed subdivision meets the requirements of ORS 92.090.***

**FINDING:** The requirements of ORS 92.090 are addressed in this decision.

**D. *For subdivision or portions thereof proposed within a Surface Mining Impact Area (SMIA) zone under DCC Title 18, the subdivision creates lots on which noise or dust sensitive uses can be sited consistent with the requirements of DCC 18.56, as amended, as demonstrated by the site plan and accompanying information required under DCC 17.16.030.***

**FINDING:** The subject property is not within a SMIA Combining Zone. This criterion does not apply.

**E. *The subdivision name has been approved by the County Surveyor.***

**FINDING:** Staff includes a condition of approval to ensure compliance.

Subdivision Name. Prior to final plat approval, the owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.

Section 17.16.105. Access to Subdivisions.

***No proposed subdivision shall be approved unless it would be accessed by roads***



**constructed to County standards and by roads under one of the following conditions:**

- A. Public roads with maintenance responsibility accepted by a unit of local or state government or assigned to landowners or homeowners association by covenant or agreement; or**
- B. Private roads, as permitted by DCC Title 18, with maintenance responsibility assigned to landowners or homeowners associations by covenant or agreement pursuant to ORS 105; or**
- C. This standard is met if the subdivision would have direct access to an improved collector or arterial or in cases where the subdivision has no direct access to such a collector or arterial, by demonstrating that the road accessing the subdivision from a collector or arterial meets relevant County standards that maintenance responsibility for the roads has been assigned as required by this section.**

**FINDING:** The subdivision will be connected to Vandevent Road, a public road classified as a collector which is maintained by the county via Elk Run Drive, the north-south internal resort road. Lots will be directly accessed via Elk Run Drive, Lakesong Circle, Wildpine Loop, and Red Bark Lane. These roads are private internal Resort roads to be maintained by the Homeowners Association. These criteria will be met.

#### **Chapter 17.24, Final Plat.**

##### Section 17.24.030, Submission for Phased Development.

- A. If a tentative plan is approved for phased development, the final plat for the first phase shall be filed within two years of the approval date for the tentative plan.**
- B. The final plats for any subsequent phase shall be filed within three years of the recording date of the final plat for the first phase.**
- C. The applicant may request an extension for any final plat under DCC 17.24 in the manner provided for in DCC 17.24.020(B).**
- D. If the applicant fails to file a final plat, the tentative plan for those phases shall become null and void.**

**FINDING:** The applicant provided the following findings,

The applicant proposes to develop Phase E in two phases.

Based on the intention to phase the subdivision, the following condition of approval apply.

Phased Subdivision: If a tentative plan is approved for phased development, the final plat for the first phase shall be filed within two years of the approval date for the tentative plan. The final plats for any subsequent phase shall be filed within three years of the recording date of the final plat for the first phase.

##### Section 17.24.120, Improvement Agreement.



- A. *The subdivider may, in lieu of completion of the required repairs to existing streets and facilities, and improvements as specified in the tentative plan, request the County to approve an agreement between himself and the County specifying the schedule by which the required improvements and repairs shall be completed; provided, however, any schedule of improvements and repairs agreed to shall not exceed on[e] year from the date the final plat is recorded, except as otherwise allowed by DCC 17.24.120(F) below. The agreement shall also provide the following:*
- ...

**FINDING:** The applicant is not requesting an Improvement Agreement at this time. However, if needed, any such request will need to comply with the applicable criteria for improvement agreements.

## Chapter 17.36, Design Standards

### Section 17.36.020. Streets.

- A. *The location, width and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system for all modes of transportation, including pedestrians, bicycles and automobiles, with intersection angles, grades, tangents and curves appropriate for the traffic to be carried, considering the terrain. The subdivision or partition shall provide for the continuation of the principal streets existing in the adjoining subdivision or partition or of their property projection when adjoining property which is not subdivided, and such streets shall be of a width not less than the minimum requirements for streets set forth in DCC 17.36.*

**FINDING:** The proposed streets serving the tentative plat were approved as part of the CMP and FMP. Proposed lots front along via Elk Run Drive, Lakesong Circle, Wildpine Loop, and Red Bark Lane, private streets which ultimately connect to Vandeventer Road to the south. The private streets provide circulation for the interior of the platted area. Being a part of a resort, the platted area will also be served with multi-use paths, ensuring that all modes of transportation are accommodated in the circulation plan for the platted area and the resort as a whole. Streets have been designed with the topography in mind, ensuring that all grades meet established county standards. Street widths were approved as part of the CMP/FMP approval process. Staff finds this criterion will be met.

- B. *Streets in subdivisions shall be dedicated to the public, unless located in a destination resort, planned community or planned or cluster development, where roads can be privately owned. Planned developments shall include public streets where necessary to accommodate present and future through traffic.*

**FINDING:** The proposed streets within the destination resort subdivision will be private. This



criterion will be met.

Section 17.36.040. Existing Streets.

***Whenever existing streets, adjacent to or within a tract, are of inadequate width to accommodate the increase in traffic expected from the subdivision or partition or by the County roadway network plan, additional rights of way shall be provided at the time of the land division by the applicant. During consideration of the tentative plan for the subdivision or partition, the Planning Director or Hearings Body, together with the Road Department Director, shall determine whether improvements to existing streets adjacent to or within the tract, are required. If so determined, such improvements shall be required as a condition of approval for the tentative plan. Improvements to adjacent streets shall be required where traffic on such streets will be directly affected by the proposed subdivision or partition.***

**FINDING:** The Road Department did not identify any existing streets which require additional dedication of right-of-way. This criterion does not apply.

Section 17.36.050. Continuation of Streets.

***Subdivision or partition streets which constitute the continuation of streets in contiguous territory shall be aligned so that their centerlines coincide.***

**FINDING:** Elk Run Drive and Wild Pine Loop as proposed with this plat will be a continuation of the existing streets within the resort property. Lakesong Circle and Red Bark Lane are new streets proposed with this plat. Based on the tentative plat, the centerlines are aligned with the corresponding existing street. This criterion is met.

Section 17.36.060. Minimum Right of Way and Roadway Width.

***The street right of way and roadway surfacing widths shall be in conformance with standards and specifications set forth in DCC 17.48. Where DCC 17.48 refers to street standards found in a zoning ordinance, the standards in the zoning ordinance shall prevail.***

**FINDING:** The applicant provided the following findings.

As part of the CMP and FMP approvals, the county recognized that the south entry and north entry roads did not meet county standards, but recognized that the proposed 18-foot width roads allow for slower travel speeds, and that bicycles and pedestrians would utilize adjacent multi-use paths rather than road right of way. Consequently, where the proposed streets do not meet the 20-foot minimum, the county has already approved the adjustment to the narrower roads. No further county approval is required for the proposed streets/roads.

Proposed private streets within Phase D include 60-foot-right-of-way widths with 20-foot-wide paved sections, complying with DCC 17.48 for private roads. This criterion will be met.



Section 17.36.070. Future Resubdivision.

***Where a tract of land is divided into lots or parcels of an acre or more, the Hearings Body may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in DCC Title 17.***

**FINDING:** Given the property's intended use as part of a destination resort approved under a master plan, staff finds it is unnecessary to modify the arrangement of lots and streets to permit future re-subdivision.

Section 17.36.080. Future Extension of Streets.

***When necessary to give access to or permit a satisfactory future division of adjoining land, streets shall be extended to the boundary of the subdivision or partition.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP, and the Phase A through D plats have established the road circulation pattern in the resort. The current application extends existing streets as previously approved. Thus, all roads within the subdivision have been extended to the boundary of the subdivision.

Based on staff's review of the TP, staff agrees. This criterion will be met.

Section 17.36.100. Frontage Roads.

***If a land division abuts or contains an existing or proposed collector or arterial street, the Planning Director or Hearings Body may require frontage roads, reverse frontage lots or parcels with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or other treatment necessary for adequate protection of residential properties and to afford separation of through and local traffic. All frontage roads shall comply with the applicable standards of Table A of DCC Title 17, unless specifications included in a particular zone provide other standards applicable to frontage roads.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. No frontage roads were proposed. Frontage roads are not required under this section.

Given the buffer provided by the WMT along Vandevent Road and Century Drive, staff agrees no frontage roads are required.



Section 17.36.110. Streets Adjacent to Railroads, Freeways and Parkways.

***When the area to be divided adjoins or contains a railroad, freeway or parkway, provision may be required for a street approximately parallel to and on each side of such right of way at a distance suitable for use of the land between the street and railroad, freeway or parkway. In the case of a railroad, there shall be a land strip of not less than 25 feet in width adjacent and along the railroad right of way and residential property. If the intervening property between such parallel streets and a freeway or a parkway is less than 80 feet in width, such intervening property shall be dedicated to park or thoroughfare use. The intersections of such parallel streets, where they intersect with streets that cross a railroad, shall be determined with due consideration at cross streets of a minimum distance required for approach grades to a future grade separation and right of way widths of the cross street.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. The area to be subdivided does not contain a railroad, freeway or parkway. The BNSF main line and Highway 97, while in close proximity, are not within the resort nor the area to be subdivided.

The area to be subdivided is adjacent to the BNSF main line which runs along the eastern boundary of the annexation property. The subdivision plat shows at least a 100-foot undeveloped area contained within a Common Area Tract adjacent and along the railroad right of way. The criteria are met.

Section 17.36.120. Street Names.

***Except for extensions of existing streets, no street name shall be used which will duplicate or be confused with the name of an existing street in a nearby city or in the County. Street names and numbers shall conform to the established pattern in the County and shall require approval from the County Property Address Coordinator.***

**FINDING:** Staff includes a condition of approval to ensure compliance.

Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.

Section 17.36.130. Sidewalks.

- A. *Within an urban growth boundary, sidewalks shall be installed on both sides of a public road or street and in any special pedestrian way within the subdivision or partition, and along any collectors and arterials improved in accordance with the subdivision or partition approval.***
- B. *Within an urban area, sidewalks shall be required along frontage roads only on the***



- side of the frontage road abutting the development.*
- C. Sidewalk requirements for areas outside of urban areas are set forth in DCC 17.48.175. In the absence of a special requirement set forth by the Road Department Director under DCC 17.48.030, sidewalks and curbs are never required in rural areas outside unincorporated communities as that term is defined in DCC Title 18.**

**FINDING:** The subject property is not within an urban growth boundary, in an urban area, or in an unincorporated community. The Road Department did not require sidewalks under DCC 17.48.030. These criteria do not apply.

Section 17.36.140. Bicycle, Pedestrian and Transit Requirements.

***Pedestrian and Bicycle Circulation within Subdivision.***

- A. The tentative plan for a proposed subdivision shall provide for bicycle and pedestrian routes, facilities and improvements within the subdivision and to nearby existing or planned neighborhood activity centers, such as schools, shopping areas and parks in a manner that will:**
- 1. Minimize such interference from automobile traffic that would discourage pedestrian or cycle travel for short trips;**
  - 2. Provide a direct route of travel between destinations within the subdivision and existing or planned neighborhood activity centers, and**
  - 3. Otherwise meet the needs of cyclists and pedestrians, considering the destination and length of trip.**

**FINDING:** The applicant provided the following findings,

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. These facilities connect to the existing resort and will include future connections to the Sunriver Business Park during construction of later phases of the resort. The goal of providing these paths is for both recreational purposes and to minimize the need for owners and guests to use automobiles when accessing resort services. Trail connections extend all the way to Sunriver and provide a complete network of bicycle and pedestrian routes throughout the resort, the subdivision and the larger Sunriver community.

Staff notes that the tentative plat does not show the location of the required multi-use paths as the paths are not platted as separate tracts. Rather, paths are included within common area or private road tracts. Staff includes the following condition of approval requiring construction of the paths consistent with the FMP.

Multi-Use Pathways: Multi-use pathways shall be constructed consistent with the pathway locations shown on the FMP.

**B. Subdivision layout.**

- 1. Cul-de-sacs or dead-end streets shall be allowed only where, due to**



***topographical or environmental constraints, the size and shape of the parcel, or a lack of through-street connections in the area, a street connection is determined by the Planning Director or Hearings Body to be infeasible or inappropriate. In such instances, where applicable and feasible, there shall be a bicycle and pedestrian connection connecting the ends of cul-de-sacs to streets or neighborhood activity centers on the opposite side of the block.***

- 2. Bicycle and pedestrian connections between streets shall be provided at mid block where the addition of a connection would reduce the walking or cycling distance to an existing or planned neighborhood activity center by 400 feet and by at least 50 percent over other available routes.***
- 3. Local roads shall align and connect with themselves across collectors and arterials. Connections to existing or planned streets and undeveloped properties shall be provided at no greater than 400-foot intervals.***
- 4. Connections shall not be more than 400 feet long and shall be as straight as possible.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. No cul-de-sacs are planned. As shown on the approved FMP, the entire subdivision is served by a series of paths at the rear of a majority of the lots, with access to additional pathways in the common areas within the subdivision. The pathways provide far more connectivity [than] is required under this section. No roads cross any collector streets, so there is no need to align streets as required.

Red Bark Lane and Elk Run Drive will temporarily terminate in a dead-end street until subsequent phases are constructed. The applicant includes a fire truck turnaround at the terminus of Red Bark Lane which was reviewed by the Deputy Fire Marshal. No cul-de-sacs or permanent dead-end streets are proposed with this subdivision. No connections to arterial or collectors are proposed with this subdivision. The applicable criteria are met.

**C. Facilities and Improvements.**

- 1. Bikeways may be provided by either a separate paved path or an on street bike lane, consistent with the requirements of DCC Title 17.***
- 2. Pedestrian access may be provided by sidewalks or a separate paved path, consistent with the requirements of DCC Title 17.***

**FINDING:** The TP proposes separate paved multi-use paths for bicycles and pedestrians. There are no minimum dimensional standards for separate multi-use paths in destination resorts in Title 17.

- 3. Connections shall have a 20 foot right of way, with at least a 10 foot usable surface.***

**FINDING:** The applicant provides the following findings.



The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. As shown on the approved FMP, the entire subdivision is served by a series of paths at the rear of a majority of the lots, with access to additional pathways in the common areas within the subdivision. The pathways provide far more connectivity [than] is required under this section. No roads cross any collector streets, so there is no need to align streets as required.

Staff finds this criterion will be met.

Section 17.36.150. Blocks.

- A. General. The length, width and shape of blocks shall accommodate the need for adequate building site size, street width and direct travel routes for pedestrians and cyclists through the subdivision and to nearby neighborhood activity centers, and shall be compatible with the limitations of the topography.**
- B. Size. Within an urban growth boundary, no block shall be longer than 1,200 feet between street centerlines. In blocks over 800 feet in length, there shall be a cross connection consistent with the provisions of DCC 17.36.140.**

**FINDING:** The applicant provides the following findings.

As part of the CMP and FMP approval, the county approved the width and shapes of the blocks. The block pattern is designed for a resort development and is not intended to have a grid pattern. The block pattern in the subdivision allows for a variety of lot sizes to accommodate a range of building types/sizes. Both the streets and multi-use paths provide direct travel routes throughout the site and to the surrounding area. The property is not within an urban growth boundary, so subsection (B) does not apply.

Staff agrees and finds criterion A will be met. The property is not within an urban growth boundary. Therefore, criterion B does not apply.

Section 17.36.160. Easements.

- A. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.**

**FINDING:** The applicant provides the following findings.



All lots include the easements required under this section. In addition, the CC&Rs for the property include specific provisions for easements along property lines. As explained in connection with the Phase A through C plats, where easements border the front property line, the adjacent private street tracts are specifically permitted to include utilities. Consequently, the effective easement area is the 10-foot area on the lot, together with the width of the private street tract—well exceeding the 12-foot requirement.

Staff includes a condition of approval to ensure compliance.

Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.

- B. Drainage. If a tract is traversed by a watercourse such as a drainageway, channel or stream, there shall be provided a stormwater easement or drainage right of way conforming substantially with the lines of the watercourse, or in such further width as will be adequate for the purpose. Streets or parkways parallel to major watercourses or drainageways may be required.***

**FINDING:** The subject property is not traversed by a watercourse. This criterion does not apply.

Section 17.36.170. Lots Size and Shape.

***The size, width and orientation of lots or parcels shall be appropriate for the location of the land division and for the type of development and use contemplated, and shall be consistent with the lot or parcel size provisions of DCC Title 18 through 21, with the following exceptions:***

**FINDING:** The applicant provides the following findings.

The county approved the general lot size and orientation as part of the CMP and FMP approvals. The lots are of various sizes and allow for generous setbacks and a variety of building types.

The criteria will be met.

- A. In areas not to be served by a public sewer, minimum lot and parcel sizes shall permit compliance with the requirements of the Department of Environmental Quality and the County Sanitarian, and shall be sufficient to permit adequate sewage disposal. Any problems posed by soil structure and water table and related***



- to sewage disposal by septic tank shall be addressed and resolved in the applicant's initial plan.*
- B. Where property is zoned and planned for business or industrial use, other widths and areas may be permitted by the Hearings Body. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off street service and parking facilities required by the type of use and development contemplated.**

**FINDING:** The applicant provides the following findings.

The property will be served by sewer facilities and is not designated for business or industrial use, so subsections (A) and (B) do not apply.

Staff agrees and finds these criteria do not apply.

Section 17.36.180. Frontage.

- A. Each lot or parcel shall abut upon a public road, or when located in a planned development or cluster development, a private road, for at least 50 feet, except for lots or parcels fronting on the bulb of a cul de sac, then the minimum frontage shall be 30 feet, and except for partitions off of U.S. Forest Service or Bureau of Land Management roads. Frontage for partitions off U.S. Forest Service or Bureau of Land Management roads shall be decided on a case by case basis based on the location of the property, the condition of the road, and the orientation of the proposed parcels, but shall be at least 20 feet. In the La Pine Neighborhood Planning Area Residential Center District, lot widths may be less than 50 feet in width, as specified in DCC 18.61, Table 2: La Pine Neighborhood Planning Area Zoning Standards. Road frontage standards in destination resorts shall be subject to review in the conceptual master plan.**
- B. All side lot lines shall be at right angles to street lines or radial to curved streets wherever practical.**

**FINDING:** Based on staff's review of the TP, these criteria will be met.

Section 17.36.190. Through Lots.

**Lots or parcels with double frontage should be avoided except where they are essential to provide separation of residential development from major street or adjacent nonresidential activities to overcome specific disadvantages of topography and orientation. A planting screen easement of at least 10 feet in width and across which there shall be no right of access may be required along the lines of lots or parcels abutting such a traffic artery or other incompatible use.**

**FINDING:** No proposed lots have double frontage. This criterion will be met.



Section 17.36.200. Corner Lots.

***Within an urban growth boundary, corner lots or parcels shall be a minimum of five feet more in width than other lots or parcels, and also shall have sufficient extra width to meet the additional side yard requirements of the zoning district in which they are located.***

**FINDING:** The subject property is not within an urban growth boundary. This criterion does not apply.

Section 17.36.210. Solar Access Performance.

- A. As much solar access as feasible shall be provided each lot or parcel in every new subdivision or partition, considering topography, development pattern and existing vegetation. The lot lines of lots or parcels, as far as feasible, shall be oriented to provide solar access at ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st. If it is not feasible to provide solar access to the southern building line, then solar access, if feasible, shall be provided at 10 feet above ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st, and three hours before and after the solar zenith from March 22nd to September 21st.***
- B. This solar access shall be protected by solar height restrictions on burdened properties for the benefit of lots or parcels receiving the solar access.***
- C. If the solar access for any lot or parcel, either at the southern building line or at 10 feet above the southern building line, required by this performance standard is not feasible, supporting information must be filed with the application.***

**FINDING:** Pursuant to the FMP approval, the annexation property is not subject to solar setback standards. These criteria do not apply.

Section 17.36.220. Underground Facilities.

***Within an urban growth boundary, all permanent utility services to lots or parcels in a subdivision or partition shall be provided from underground facilities; provided, however, the Hearings Body may allow overhead utilities if the surrounding area is already served by overhead utilities and the proposed subdivision or partition would create less than 10 lots. The subdivision or partition shall be responsible for complying with requirements of DCC 17.36.220, and shall:***

- A. Obtain a permit from the Road Department for placement of all underground utilities.***
- B. Make all necessary arrangements with the utility companies and other persons or corporations affected by the installation of such underground utilities in accordance with the rules and regulations of the State Public Utility Commission.***
- C. All underground utilities, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of such streets to the extent practicable, and sanitary sewers shall be placed to such length as will obviate the necessity for***



***disturbing the street improvements when service connections are made.***

**FINDING:** The subject property is not within an urban growth boundary. These criteria do not apply.

Section 17.36.230. Grading of Building Sites.

***Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:***

- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.***
- B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.***
- C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.***
- D. When filling or grading is contemplated by the subdivider, he shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.***

**FINDING:** The applicant provides the following findings.

Grading will be required on the lots and road areas to accommodate construction and road building. At the time of construction, the developer will address the standards above and provide any required plans to the county.

To ensure compliance, staff includes conditions of approval.

Grading of Building Sites. At all times, grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:

- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
- B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
- C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.

Grading Plans. When filling or grading is contemplated by the subdivider, prior to final plat approval, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.

Section 17.36.250. Lighting.

***Within an urban growth boundary, the subdivider shall provide underground wiring to the***



***County standards, and a base for any proposed ornamental street lights at locations approved by the affected utility company.***

**FINDING:** The subject property is not within an urban growth boundary. This criterion does not apply.

Section 17.36.260. Fire Hazards.

***Whenever possible, a minimum of two points of access to the subdivision or partition shall be provided to provide assured access for emergency vehicles and ease resident evacuation.***

**FINDING:** The applicant provides the following findings.

The subdivision will have two points of ingress and egress, both connecting to Elk Run Drive. From Elk Run Drive, egress is provided to the south at Vandevent Road, then to the northwest through the existing portions of the resort via Trailmere Circle.

Staff agrees and finds this criterion will be met.

Section 17.36.270. Street Tree Planting.

***Street tree planting plans, if proposed, for a subdivision or partition, shall be submitted to the Planning Director and receive his approval before the planting is begun.***

**FINDING:** The TP does not include any street trees. This criterion does not apply.

Section 17.36.280. Water and Sewer Lines.

***Where required by the applicable zoning ordinance, water and sewer lines shall be constructed to County and city standards and specifications. Required water mains and service lines shall be installed prior to the curbing and paving of new streets in all new subdivisions or partitions.***

**FINDING:** The applicant provides the following findings.

The subdivision will be served by sewer and water lines. All mains will be constructed to applicable standards, including those of Sunriver Environmental and Sunriver Water. Lines will be constructed at the time of street construction and prior to paving and any curbing.

Staff finds this criterion will be met.

Section 17.36.290. Individual Wells.

***In any subdivision or partition where individual wells are proposed, the applicant shall***



*provide documentation of the depth and quantity of potable water available from a minimum of two wells within one mile of the proposed land division. Notwithstanding DCC 17.36.300, individual wells for subdivisions are allowed when parcels are larger than 10 acres.*

**FINDING:** The TP does not include any individual wells. This criterion does not apply.

Section 17.36.300. Public Water System.

*In any subdivision or partition where a public water system is required or proposed, plans for the water system shall be submitted and approved by the appropriate state or federal agency. A community water system shall be required where lot or parcel sizes are less than one acre or where potable water sources are at depths greater than 500 feet, excepting land partitions. Except as provided for in DCC 17.24.120 and 17.24.130, a required water system shall be constructed and operational, with lines extended to the lot line of each and every lot depicted in the proposed subdivision or partition plat, prior to final approval.*

**FINDING:** The TP does not include a public water system. This criterion does not apply.

## **Chapter 17.44, Park Development**

Section 17.44.010. Dedication of Land.

- A.** *For subdivisions or partitions inside an urban growth boundary, the developer shall set aside and dedicate to the public for park and recreation purposes not less than eight percent of the gross area of such development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.*
- B.** *For subdivisions or partitions outside of an urban growth boundary, the developer shall set aside a minimum area of the development equal to \$350 per dwelling unit within the development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.*
- C.** *For either DCC 17.44.010 (A) or (B), the developer shall either dedicate the land set aside to the public or develop and provide maintenance for the land set aside as a private park open to the public.*
- D.** *The Planning Director or Hearings Body shall determine whether or not such land is suitable for park purposes.*
- E.** *If the developer dedicates the land set aside in accordance with DCC 17.44.010 (A) or (B), any approval by the Planning Director or Hearings Body shall be subject to the condition that the County or appropriate park district accept the deed dedicating such land.*
- F.** *DCC 17.44.010 shall not apply to the subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.*

**FINDING:** The applicant provides the following findings.



As with the Phase A through D plats, the application will pay the fee in lieu charge of \$350 per dwelling unit.

Because the annexation property is outside of an urban growth boundary, staff finds subsection (B) applies and requires the developer to set aside land equal to \$350 per dwelling unit.

Section 17.44.020. Fee in Lieu of Dedication.

- A. *In the event there is no suitable park or recreation area or site in the proposed subdivision or partition, or adjacent thereto, then the developer shall, in lieu of setting aside land, pay into a park acquisition and development fund a sum of money equal to the fair market value of the land that would have been donated under DCC 17.44.010 above. For the purpose of determining the fair market value, the latest value of the land, unplatted and without improvements, as shown on the County Assessor's tax roll shall be used. The sum so contributed shall be deposited with the County Treasurer and be used for acquisition of suitable area for park and recreation purposes or for the development of recreation facilities. Such expenditures shall be made for neighborhood or community facilities at the discretion of the Board and/or applicable park district.***
- B. *DCC 17.44.020 shall not apply to subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.***

**FINDING:** Staff includes a condition of approval requiring payment of the park fee prior to final plat approval. The total park fee for the proposed 86-lot subdivision is \$30,100 (\$350 x 86).

Park Fee. Prior to final plat approval, the owner shall pay the \$30,100 park fee.

Section 17.44.030. Annexation Agreement.

***No partition or subdivision of land lying within the Bend Urban Growth Boundary, including the urban reserve areas, but outside the boundaries of the Bend Metro Park and Recreation District, shall be approved unless the landowner has signed an annexation agreement with the Bend Metro park and Recreation District.***

**FINDING:** The subject property is not located within one of the identified areas. These criteria do not apply.

## **Chapter 17.48, Design and Construction Specifications**

Section 17.48.100. Minimum Right of Way Width.

***The minimum right of way width is 60 feet unless specified otherwise in Table A (or in any right of way specifications set forth for a particular zone in a zoning ordinance). (See Table A set out at the end of DCC Title 17.)***



**FINDING:** Based on the TP, all roads will be constructed within an 60-foot right-of-way. This criterion will be met.

Section 17.48.110. Turn Lanes.

***When a turn lane is required, it shall be a minimum of 14 feet in width, except where road specifications in a zoning ordinance provide for travel lanes of lesser width. Additional right of way may be required.***

**FINDING:** No turn lanes are proposed or required. This criterion does not apply.

Section 17.48.120. Partial Width Roads.

***Partial width roads or half streets shall not be allowed.***

**FINDING:** No partial width roads or half streets are proposed. This criterion will be met.

Section 17.48.130. Road Names.

***All roads shall be named in conformance with the provisions of the Deschutes County uniform road naming system set forth in DCC Title 16.***

**FINDING:** As noted previously, staff includes a condition of approval to ensure all road names are approved by the County Property Address Coordinator, pursuant to Title 16.

Section 17.48.140. Bikeways.

**A. General Design Criteria.**

- 1. *Bikeways shall be designed in accordance with the current standards and guidelines of the Oregon (ODOT) Bicycle and Pedestrian Plan, the American Association of State Highway Transportation Officials (AASHTO) Guide for Development of New Bicycle Facilities, and the Deschutes County Bicycle Master Plan. See DCC 17.48 Table B.***
- 2. *All collectors and arterials shown on the County Transportation Plan map shall be constructed to include bikeways as defined by the Deschutes County Bicycle Master Plan.***
- 3. *If interim road standards are used, interim bikeways and/or walkways shall be provided. These interim facilities shall be adequate to serve bicyclists and pedestrians until the time of road upgrade.***

**FINDING:** No separate bikeways are proposed. These criteria do not apply.

**B. Multi-use Paths.**

- 1. *Multi-use paths shall be used where aesthetic, recreation and safety concerns are primary and a direct route with few intersections can be***



***established. If private roads are constructed to a width of less than 28 feet, multi-use paths shall be provided.***

- 2. Multi-use paths are two way facilities with a standard width of 10 feet, but with a 12 foot width if they are subjected to high use by multiple users. These paths shall meet County multi-use path standards and shall connect with bike facilities on public roads.***

**FINDING:** The applicant provides the following findings.

The CMP and FMP approved the circulation and road network for the resort. A key component of the resort circulation plan is the inclusion of an extensive multi-use path network meeting the county's design requirements.

Per the TP, the multi-use paths will be 10 feet in width. Given the limited number of lots within the Resort and annexation property, staff finds these paths are not likely to be subject to high use by multiple users. For this reason, staff finds the 12-foot width is not required.

- C. Bike Lanes. Six foot bike lanes shall be used on new construction of curbed arterials and collectors.***
- D. Shoulder Bikeways.***
  - 1. Shoulder bikeways shall be used on new construction of uncurbed arterials and collectors.***
  - 2. Shoulder bikeways shall be at least four feet wide. Where the travel lane on an existing arterial or collector is not greater than eleven feet, the bikeway shall be a minimum of four feet wide.***

**FINDING:** No new collectors or arterials are proposed. These criteria do not apply.

- E. Mountain Bike Trails.***
  - 1. Mountain bike (dirt or other unpaved surface) trails may be used as recreational or interim transportation facilities.***
  - 2. Trails used for transportation shall have a two foot minimum tread width and a six foot minimum clearing width centered over the trail, and a minimum overhead clearance of seven feet. Trails used solely for recreational use may be narrower with less clearing of vegetation.***

**FINDING:** The TP does not include mountain bike trails. These criteria do not apply.

#### Section 17.48.150. Structures.

***All structures that carry a road or cross over a road shall be designed to have a 50 year life span. All designs must be approved by the Road Department Director and other affected public or private agencies.***

**FINDING:** The TP does not propose any structures to carry a road or cross over a road. This criterion



does not apply.

Section 17.48.160. Road Development Requirements Standards.

- A. *Subdivision Standards. All roads in new subdivisions shall either be constructed to a standard acceptable for inclusion in the County maintained system or the subdivision shall be part of a special road district or a homeowners association in a planned unit development.***

**FINDING:** All proposed private roads will be subject to maintenance pursuant to the homeowners association and CC&Rs. This criterion will be met.

**B. *Improvements of Public Rights of Way.***

- 1. *The developer of a subdivision or partition will be required to improve all public ways that are adjacent or within the land development.***
- 2. *All improvements within public rights of way shall conform to the improvement standards designated in DCC Title 17 for the applicable road classification, except where a zoning ordinance sets forth different standards for a particular zone***

**FINDING:** No public rights-of-way are proposed or required. As noted in this decision, all proposed roads will be private. These criteria do not apply.

**C. *Primary Access Roads.***

- 1. *The primary access road for any new subdivision shall be improved to the applicable standard set forth in Table A.***
- 2. *The applicable standard shall be determined with reference to the road's classification under the relevant transportation plan.***
- 3. *For the purposes of DCC 17.48.160 a primary access road is a road leading to the subdivision from an existing paved county, city or state maintained road that provides the primary access to the subdivision from such a road.***

**FINDING:** The applicant provides the following findings.

As approved in the CMP and FMP, all roads within the resort are private and will be dedicated as common area under the applicable CC&Rs for the resort. As part of the CMP and FMP approvals, no improvements to Vandevent Road were identified and are therefore not required as a part of this application. Also as part of the CMP and FMP, the county approved the road widths for the access road connecting to Vandevent Road. The subdivision will have two access points: one extending from Trailmere Circle in the existing resort, and a new access point connecting to Vandevent Road. These roads will be constructed at the time of infrastructure development for the subdivision. No cul-de-sacs are proposed nor are any frontage roads.

Staff finds all proposed roads will comply with the requirements of Title 17 and Table A.



- D. Secondary Access Roads.** *When deemed necessary by the County Road Department or Community Development Department, a secondary access road shall be constructed to the subdivision. Construction shall be to the same standard used for roads within the subdivision.*

**FINDING:** The subdivision will have two access points: one extending from Trailmere Circle in the existing resort and the existing access at Vandever Road. This criterion will be met.

- E. Stubbed Roads.** *Any proposed road that terminates at a development boundary shall be constructed with a paved cul-de-sac bulb.*
- F. Cul-de-sacs.**
- 1.** *Cul-de-sacs shall have a length of less than 600 feet, unless a longer length is approved by the applicable fire protection district, and more than 100 feet from the center of the bulb to the intersection with the main road.*
  - 2.** *The maximum grade on the bulb shall be four percent.*
- G. Frontage Roads.** *Right of way widths shall be 40 feet when immediately adjacent to a main highway/arterial; 60 feet when the frontage road is separated from the highway or arterial by private land or as set forth for a particular zone in the zoning ordinance.*

**FINDING:** The TP does not include roadways which terminate at a development boundary. No cul-de-sacs or frontage roads are proposed or required. These criteria do not apply.

Section 17.48.170. Road Development Requirements Partitions.

**Roadway improvements within a partition and to a road maintained by a public agency shall be constructed prior to final approval of the partition, depending on the maximum parcel size as follows:**

- A.** *For a parcel size of 10 acres or larger, the minimum road improvement standard shall be 20 feet wide with five inches of aggregate surfacing (cinders are acceptable), the centerline of which coincides with the centerline of the right of way;*
- B.** *For a parcel size of less than 10 acres, the road standards used shall be the same as for a subdivision.*

**FINDING:** The applicant does not propose a partition. These criteria do not apply.

Section 17.48.175. Road Development Requirements – Unincorporated Communities.

- A. Standards.**
- 1.** *In the La Pine Urban Unincorporated Community, all roads shall be improved as specified for the applicable classification in Table A of DCC Title 17.*
  - 2.** *In the Terrebonne Rural Community, all improvements to public rights of way shall conform to the road development standards for Terrebonne in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10*



- acres or greater created by a partition.*
3. *In the Tumalo Rural Community, all improvements to public rights of way shall conform to the Tumalo road development standards in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.*
  4. *In the Sunriver Urban Unincorporated Community, all roads shall conform to the road development standards in DCC 17.48.180.*
  5. *No curbs or sidewalks are required in the Sunriver UUC or the rural service centers of Alfalfa, Brothers, Hampton, Millican, Whistle Stop, Wickiup Junction, Wild Hunt, Deschutes River Woods and Spring River.*
- B. *All required road improvements shall be located on the applicant's side of the road, unless the subject property lies on both sides of the road.*

**FINDING:** The subject property is not within an unincorporated community. These criteria do not apply.

Section 17.48.180. Private Roads.

*The following minimum road standards shall apply for private roads:*

- A. *The minimum paved roadway width shall be 20 feet in planned unit developments and cluster developments with two foot wide gravel shoulders;*
- B. *Minimum radius of curvature, 50 feet;*
- C. *Maximum grade, 12 percent;*
- D. *At least one road name sign will be provided at each intersection for each road;*
- E. *A method for continuing road maintenance acceptable to the County;*
- F. *Private road systems shall include provisions for bicycle and pedestrian traffic.*
  1. *In cluster and planned developments limited to ten dwelling units, the bicycle and pedestrian traffic can be accommodated within the 20-foot wide road.*
  2. *In other developments, shoulder bikeways shall be a minimum of four feet wide, paved and striped, with no on street parking allowed within the bikeway, and when private roads are developed to a width of less than 28 feet, bike paths constructed to County standards shall be required.*

**FINDING:** The applicant provides the following findings.

All roadway widths were approved by the county as part of the CMP and FMP process, with the county acknowledging that the 18-foot width was appropriate for the Vandevent Road access point. As shown on the plat, the proposed roads meet the curvature and grade requirements. At time of development and after approval of road names, road name signage will be posted as required. In terms of maintenance, as private roads within common areas, roads will be maintained by the homeowners' association as set forth in the CC&Rs applicable to the subdivision. Separate bike lanes are not proposed because the subdivision will include an extensive network of multi-use paths.

Staff agrees and finds criterion D will be met with a condition of approval to ensure compliance.



Road Name Sign. At all times, at least one road name sign will be provided at each intersection for each road.

Section 17.48.190. Drainage.

**A. Minimum Requirements.**

1. ***Drainage facilities shall be designed and constructed to receive and/or transport at least a design storm as defined in the current Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council and all surface drainage water coming to and/or passing through the development or roadway.***
2. ***The system shall be designed for maximum allowable development.***

**FINDING:** The applicant provides the following findings.

The drainage for the subdivision and the larger expansion area follows the same parameters for handling stormwater flows as the existing Caldera Springs Phase 1. The objective of the surface drainage system is to carry surface flows across the property in the pattern that they have historically followed, keeping these flows attenuated such that the concentration of flows from newly created impervious areas such that runoff not concentrated or increased. The main focus of this plan is a requirement in the Caldera Springs regulations that require each property owner to provide on their individual sites surface depressions of sufficient quantity and configuration to retain a volume of runoff equal to or exceeding the volume of runoff from the newly created impervious areas resulting from a sudden stormwater event. In addition, each property is required to accept and conduct existing overland flow through their property without diverting that flow onto adjacent properties. As this overland flow continues it eventually reaches one of the Caldera Springs lakes or golf course swales, where further attenuation occurs. The accumulated flow is then discharged from the Caldera Springs property through a flow control structure that discharge flow rates to historical levels, discharging to the S. Century Drive drainage ditch, which then connects by culvert to golf course lake 12 in Crosswater, with any overflow discharging into wetlands.

Staff notes the application materials include *Caldera Springs Annexation Phase II Stormwater Report* ("Stormwater Report"; dated July 2021) which explains and illustrates how drainage facilities for the annexation property will be designed and constructed to receive and/or transport at least a design storm as defined in the current Central Oregon Stormwater Manual. These criteria will be met.

**B. Curbed Sections.**

1. ***Storm drains within curbed streets shall be designed per the requirements of the current Central Oregon Stormwater Manual created by the Central Oregon Intergovernmental Council.***
2. ***Catchbasins shall be constructed in accordance with standard as determined by the Road Department Director.***



**FINDING:** No curbed streets are proposed. These criteria do not apply.

**C. *Noncurbed Sections.***

- 1. *Road culverts shall be concrete or metal with a minimum design life of 50 years.***
- 2. *All cross culverts shall be 18 inches in diameter or larger.***
- 3. *Culverts shall be placed in natural drainage areas and shall provide positive drainage.***

**FINDING:** The Stormwater Report indicates these criteria will be met. Staff includes a condition of approval to ensure compliance.

Culverts. The proposed development shall incorporate the following design standards.

- A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
- B. All cross culverts shall be 18 inches in diameter or larger.
- C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

**D. *Drainage Swales. The Design Engineer is responsible to design a drainage swale adequate to control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council.***

**FINDING:** Staff includes a condition of approval to ensure compliance.

Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. An engineer's stamp on the final plat will also demonstrate compliance.

**E. *Drainage Plans. A complete set of drainage plans including hydraulic and hydrologic calculations shall be incorporated in all road improvement plans.***

**FINDING:** Drainage plans will be reviewed by the Road Department as part of their review of road improvement plans.

**F. *Drill Holes. Drill holes are prohibited.***

**FINDING:** No drill holes are proposed. This criterion will be met.

**G. *Injection wells (drywells) are prohibited in the public right-of-way.***

**FINDING:** No public rights-of-way are proposed. This criterion does not apply.

Section 17.48.210. Access.

**A. *Permit Required. Access onto public right of way or change in type of access shall***



**require a permit. Permits are applied for at offices of the Community Development Department.**

**FINDING:** The TP does not include a new access onto a public right-of-way. The applicant received Driveway Access approval from the County Road Department for the Elk Run Drive connection onto Vandevort Road (Driveway Access # 247-21-009321-DA). This requirement is met.

- B. Access Restrictions and Limitations. The creation of access onto arterials and collectors is prohibited unless there is no other possible means of accessing the parcel. In any event, residential access onto arterials and collectors shall not be permitted within 100 feet of an intersection or the maximum distance obtainable on the parcel, whichever is less.**

**FINDING:** The subdivision does not propose any access points onto arterials and collectors. The existing Vandevort Road access point was approved as part of the CMP and FMP approvals, and is the only county road upon which access may be taken. The criterion does not apply.

- C. Commercial and Industrial Access.**
- 1. Requirements for commercial and industrial access will be determined by the Road Department Director in accordance with DCC 17.48.090.**
  - 2. Safety improvements, including left turn lanes and traffic signals, may be required.**

**FINDING:** No commercial or industrial access is proposed. These criteria do not apply.

- D. Sight Distance. Access shall be denied at locations that do not meet AASHTO sight distance standards.**

**FINDING:** Sight distance at the intersection of Elk Run Drive and Vandevort Road access was reviewed during the CMP and FMP process and subsequent access permit review. The criterion is met.

## **OREGON REVISED STATUTES**

### **Chapter 92, Subdivisions and Partitions**

Section 92.090. Approval of subdivision plat names; requisites for approval of a tentative subdivision or partition plan or plat.

- (1) Subdivision plat names shall be subject to the approval of the county surveyor or, in the case where there is no county surveyor, the county assessor. No tentative subdivision plan or subdivision plat of a subdivision shall be approved which bears a name similar to or pronounced the same as the name of any other subdivision in the same county, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and**



***records the consent of the party that platted the contiguous subdivision bearing that name. All subdivision plats must continue the lot numbers and, if used, the block numbers of the subdivision plat of the same name last filed. On or after January 1, 1992, any subdivision submitted for final approval shall not use block numbers or letters unless such subdivision is a continued phase of a previously recorded subdivision, bearing the same name, that has previously used block numbers or letters.***

**FINDING:** The applicant provides the following findings.

The use of the name “Caldera Springs” is appropriate in this instance given that the subdivision will be a part of the Caldera Springs Destination Resort, which is platted land contiguous to and platted by the same developer/owner. Numbering has been approved by the county and is consistent with the requirements above.

Staff finds the use of “Caldera Springs” is appropriate. As noted previously in this decision, staff includes a condition of approval to ensure the County Surveyor approves the subdivision name.

**(2) *No tentative plan for a proposed subdivision and no tentative plan for a proposed partition shall be approved unless:***

**(a) *The streets and roads are laid out so as to conform to the plats of subdivisions and partitions already approved for adjoining property as to width, general direction and in all other aspects unless the city or county determines it is in the public interest to modify the street or road pattern.***

**FINDING:** As shown on the tentative subdivision plat, proposed streets are laid out consistent with the CMP/FMP and to connect with the existing resort. Proposed private streets will comply with right-of-way and paving standards for private roads. This criterion will be met.

**(b) *Streets and roads held for private use are clearly indicated on the tentative plan and all reservations or restrictions relating to such private roads and streets are set forth thereon.***

**FINDING:** The tentative subdivision plat indicates all streets and roads will be private. All reservations or restrictions associated with these private roads are detailed in the associated CC&Rs.

**(c) *The tentative plan complies with the applicable zoning ordinances and regulations and the ordinances and regulations adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the plan is situated.***

**FINDING:** This decision identifies applicable zoning ordinances and evaluates compliance with those ordinances. Staff finds the tentative plan, as conditioned, complies with the applicable DCC



zoning ordinances and regulations, as well as and the ordinances and regulations adopted under ORS 92.044.

- (3) No plat of a proposed subdivision or partition shall be approved unless:**
- (a) Streets and roads for public use are dedicated without any reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public or private utilities.**
  - (b) Streets and roads held for private use and indicated on the tentative plan of such subdivision or partition have been approved by the city or county.**
  - (c) The subdivision or partition plat complies with any applicable zoning ordinances and regulations and any ordinance or regulation adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the subdivision or partition plat is situated.**
  - (d) The subdivision or partition plat is in substantial conformity with the provisions of the tentative plan for the subdivision or partition, as approved.**
  - (e) The subdivision or partition plat contains a donation to the public of all sewage disposal and water supply systems, the donation of which was made a condition of the approval of the tentative plan for the subdivision or partition plat.**
  - (f) Explanations for all common improvements required as conditions of approval of the tentative plan of the subdivision or partition have been recorded and referenced on the subdivision or partition plat.**

**FINDING:** The subdivision includes new private streets and roads. Therefore, staff finds subsection (a) does not apply. The private streets and roads within the proposed subdivision have been approved by the subject land use approval, complying with subsection (b). Compliance with subsection (c), which requires compliance with the zoning ordinance and regulations, is addressed in this decision and will be reviewed when the final plat is submitted. Subsection (d) establishes a requirement for final plat review which staff includes as a condition of approval to comply with this statutory section.

Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.

No public sewage or water systems are proposed, therefore subsections (e) and (f) do not apply.

- (4) Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:**
- (a) A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat;**
  - (b) A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be**



***installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county; or***

- (c) In lieu of paragraphs (a) and (b) of this subsection, a statement that no domestic water supply facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, even though a domestic water supply source may exist. A copy of any such statement, signed by the subdivider and indorsed by the city or county, shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in any public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.***

**FINDING:** The applicant provides the following findings.

By its terms, this sub[s]ection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with domestic water provided by Sunriver Water, staff finds option (c) is not available to the developer.

Domestic Water Supply. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.



- (5) ***Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:***
- (a) ***A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat;***
  - (b) ***A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary; or***
  - (c) ***In lieu of paragraphs (a) and (b) of this subsection, a statement that no sewage disposal facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, where the Department of Environmental Quality has approved the proposed method or an alternative method of sewage disposal for the subdivision in its evaluation report described in ORS 454.755 (1)(b). A copy of any such statement, signed by the subdivider and indorsed by the city or county shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in the public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.***

**FINDING:** The applicant provides the following findings.

By its terms, this sub[s]ection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with sewer service provided by Sunriver Environmental, staff finds option (c) is not available to the developer.

Sewer Service. Prior to final plat approval, the owner shall submit:



- A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.

**(6) *Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of subdivision or partition located within the boundaries of an irrigation district, drainage district, water control district, water improvement district or district improvement company shall be approved by a city or county unless the city or county has received and accepted a certification from the district or company that the subdivision or partition is either entirely excluded from the district or company or is included within the district or company for purposes of receiving services and subjecting the subdivision or partition to the fees and other charges of the district or company.***

**FINDING:** The subject property is not located within the boundaries of an irrigation district. This criterion does not apply.

#### **IV. SYSTEM DEVELOPMENT CHARGE**

Board Resolution 2024-038 sets a transportation system development charge (SDC) rate of \$5,691 per p.m. peak hour trip. County staff has determined a local trip rate of 0.81 p.m. peak hour trips per single-unit dwelling unit; therefore the applicable SDC is \$4,610 (\$5,691 X 0.81) per single-unit dwelling unit. The SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2025 PENDING ANY AMENDMENTS TO THE COUNTY'S CURRENT SDC RESOLUTION 2024-038. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

**ON JULY 1, 2025, THE SDC RATE WILL INCREASE TO A BASE RATE OF \$5,856 PER P.M. PEAK HOUR TRIP AND THE SDC FOR THE PROPOSAL WILL BE \$4,743 (\$5,856 X 0.81) PER SINGLE-UNIT DWELLING UNIT.**



## V. CONDITIONS OF APPROVAL

### AT ALL TIMES

1. Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
2. Multi-Use Pathways: Multi-use pathways shall be constructed consistent with the pathway locations shown on the FMP.
3. Road Name Sign. At least one road name sign will be provided at each intersection for each road.
4. Culverts. The proposed development shall incorporate the following design standards.
  - A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
  - B. All cross culverts shall be 18 inches in diameter or larger.
  - C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

### PRIOR TO, OR CONCURRENT WITH, FINAL PLAT APPROVAL

5. Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase D, the applicant shall submit one of the following to ensure that a minimum of 264 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:
  - A. Documentation that a minimum of 264 OLUs are constructed; or
  - B. Bonding or other security to ensure that a minimum of 264 OLUs are constructed or otherwise guaranteed.
6. Declaration. The owner shall record the Declaration, as amended and detailed in this decision.
7. Subdivision Name. The owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.
8. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator and consistent with platted phases.
9. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible,



except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.

10. Road Improvements. Owner shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, owner shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
11. Easements. All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
12. Plat Preparation. The surveyor preparing the plat shall, on behalf of owner, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
13. As-Constructed Plans. Owner shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
14. Road Department Plat Approval. Owner shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.
15. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.
16. Grading Plans. When filling or grading is contemplated by the subdivider, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.
17. Park Fee. Prior to final plat approval, the owner shall pay the \$30,100 park fee.
18. Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to



adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. The engineer's stamp on the final plat will also demonstrate compliance.

19. Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.
20. Domestic Water Supply. Prior to final plat approval, the owner shall submit:
  - A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.
21. Sewer Service. Prior to final plat approval, the owner shall submit:
  - A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.
22. Roads and Utilities. Prior to final plat approval, the owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.
23. Phased Subdivision: If a tentative plan is approved for phased development, the final plat for the first phase shall be filed within two years of the approval date for the tentative plan. The final plats for any subsequent phase shall be filed within three years of the recording date of the final plat for the first phase.

## **PRIOR TO CONSTRUCTION**



24. Road Improvement Plans. Owner shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

#### **PRIOR TO BUILDING PERMIT ISSUANCE**

25. Grading of Building Sites. At all times, grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:
- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
  - B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
  - C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.

#### **DESCHUTES COUNTY PLANNING DIVISION**

*Haleigh King*

Written by: Haleigh King, AICP, Senior Planner

*Jacob Ripper*

Reviewed by: Jacob Ripper, AICP, Principal Planner

#### **Attachments:**

1. Tentative Plan



SUBJECT PROPERTY DESCRIPTION

BEING A PORTION OF DEVELOPMENT TRACT A1 OF CALDERA SPRINGS, PHASE A, RECORDED FEBRUARY 2, 2022, AS INSTRUMENT NUMBER 2022-02-04791, DESCHUTES COUNTY OFFICIAL RECORDS, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN EAST HALF (E1/2) OF SECTION 8, THE SOUTHWEST 1/4 (SW1/4) SECTION 9, AND THE NORTHWEST 1/4 (NW1/4) SECTION 9 TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

REFERENCE NORTH 72°46'02" EAST 81.30 FEET;  
 REFERENCE SOUTH 19°07'04" EAST 54.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT;  
 CHORD BEING 204.45 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°40'03", WITH A RADIUS OF 580.00 FEET; AND A  
 CHORD OF NORTH 86°22'56" EAST 284.93 FEET TO A POINT OF REVERSE CURVATURE.  
 REFERENCE NORTH 86°22'56" EAST 284.93 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT;  
 CHORD BEING 292.31 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°11'05", WITH A RADIUS OF 430.00 FEET; AND A  
 CHORD OF NORTH 68°12'00" EAST 353.89 FEET TO A POINT OF NON-TANGENCY;  
 REFERENCE NORTH 68°12'00" EAST 353.89 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE RIGHT;  
 CHORD BEING 33.79 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°03'00", WITH A RADIUS OF 320.00 FEET; AND A  
 CHORD OF NORTH 19°55'35" EAST 133.77 FEET TO A POINT OF REVERSE CURVATURE.  
 REFERENCE NORTH 19°55'35" EAST 133.77 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 105°47'02", WITH A RADIUS OF 133.00 FEET; AND A  
 CHORD OF NORTH 19°55'34" EAST 133.76 FEET TO A POINT OF NON-TANGENCY;  
 REFERENCE NORTH 19°55'34" EAST 133.76 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BEING PARALLEL AND 90.00 FEET FROM CENTER  
 LINE OF SAID WESTERLY RIGHT-OF-WAY LINE, BEING 368.42 FEET TO THE SOUTHERN TERMINUS OF SAID RAILROAD, AND THE BEGINNING OF A NON-TANGENTIAL  
 CURVE TO THE LEFT.

[illegible]

REFERENCE NORTH 31°19'24" WEST 889.04 FEET; THE  
 REFERENCE LEANING SOUTH 45°47'15" WEST 989.34 FEET;  
 REFERENCE NORTH 8°39'38" WEST 109.09 FEET TO A NON-TANGENTIAL CURVE TO THE RIGHT;  
 REFERENCE 109.09 FEET TO A POINT, THENCE NORTH 41°13'11" WEST 161.68 FEET TO A POINT OF NON-TANGENCY;  
 CHORD OF NORTH 41°13'11" WEST 161.68 FEET TO A POINT OF NON-TANGENCY;  
 REFERENCE NORTH 43°33'36" WEST 68.00 FEET TO A NON-TANGENTIAL CURVE TO THE LEFT;  
 REFERENCE 70.58 FEET TO A POINT, THROUGH A CENTRAL ANGLE OF 69°24'06", WITH A RADIUS OF 439.00 FEET, AND A  
 CHORD OF SOUTH 41°52'23" WEST 74.47 FEET TO A POINT OF NON-TANGENCY, AND A  
 CHORD OF SOUTH 41°52'23" WEST 74.47 FEET TO A POINT OF NON-TANGENCY, WITH A RADIUS OF 439.00 FEET, AND A

ENCE NORTH 0°14'11" EAST 370.06 FEET;  
ENCE SOUTH 85°15'59" WEST 340.41 FEET TO A POINT OF NON-TANGENTIAL CURVATURE TO THE RIGHT;  
ENCE 32.88 FEET ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°53'11", WITH A RADIUS OF 320.00 FEET, AND A  
CHORD OF NORTH 01°47'25" WEST 32.87 FEET TO A POINT OF NON-TANGENCY;  
ENCE NORTH 88°09'26" WEST 384.71 FEET TO THE EAST LINE OF TRACT C, CALDERA SPRINGS, PHASE ONE, RECORDED FEBRUARY 17,  
2006, AS INSTRUMENT NUMBER 2006-1130;  
ENCE ALONG SAID EAST LINE, FOLLOWING THREE (3) COURSES:

SOUTH 00°10'58" WEST 1295.42 FEET;  
THENCE SOUTH 89°29'32" EAST 663.72 FEET;  
THENCE SOUTH 00°07'48" WEST 1882.38 FEET TO THE POINT OF BEGINNING;  
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 95 ACRES MORE OR LESS  
SOUTH 00°07'48" WEST TO RECOVERED MONUMENTS MARKING THE EAST LINE OF TRACT "C" PER PLAT OF  
SALADERS SPRINGS PHASE ONE.

## SUBJECT PROPERTY EASEMENTS

AS DISCLOSED IN FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 7069-4257718, EFFECTIVE DATE  
APRIL 8, 2025.

- EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN :  
RECORDING INFORMATION: DECEMBER 15, 1970 AS BOOK 173, PAGE 494  
IN FAVOR OF: DESCHUTES COUNTY

FOR: ROADWAY ("DOES NOT AFFECT THIS PROJECT")

ITEMS 2 THROUGH 6 HAVE BEEN INTENTIONALLY OMITTED

7. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: AUGUST 16, 2013 AS INSTRUMENT RECORDING INFORMATION:

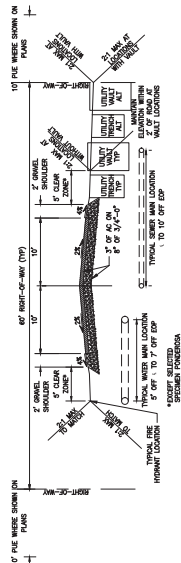
IN FAVOR OF: MIDSTATE ELECTRIC COOPERATIVE, INC.,  
AN OREGON COOPERATIVE CORPORATION

FOR: ELECTRIC TRANSMISSION SYSTEM

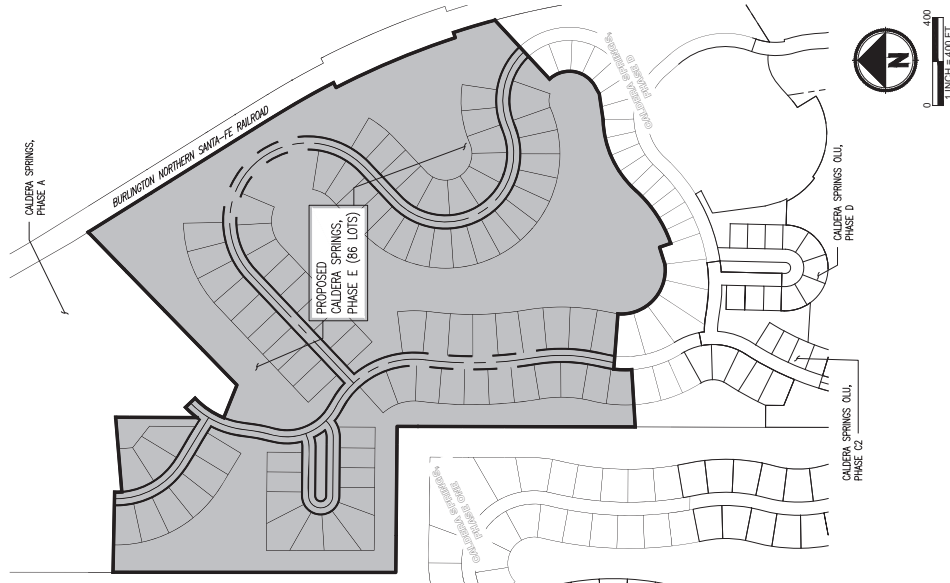
8. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: AUGUST 30, 2013 AS INSTRUMENT RECORDING INFORMATION:

IN FAVOR OF: MIDSTATE ELECTRIC COOPERATIVE, INC.,  
AN OREGON COOPERATIVE CORPORATION  
ELECTRIC TRANSMISSION FACILITIES/LINES

TEM 9 HAS BEEN INTENTIONALLY OMITTED



MAJOR ROAD  
TYPICAL SECTION  
N.T.S.



INFORMATION SHOWN ON THE PLANS IS  
PRELIMINARY IN NATURE AND SUBJECT TO  
CHANGE AS DETAILED DESIGN IS DEVELOPED.

PREPARED FOR:  
CALDERA SPRINGS PHASE F

# Parametrix

150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701  
 Phone: 541.508.7710

JOB NO. 297-7378-032

JOB NAME: CALDERA FMP

DRAWN: DRF

CHECKED: CAP/DM

SCALE: N/A

DATE: FEBRUARY 24, 2025





COMMUNITY DEVELOPMENT

FINDINGS & DECISION

**FILE NUMBER:** 247-25-000292-TP

**SUBJECT PROPERTY/  
OWNER/APPLICANT:** Mailing Name: CALDERA SPRINGS REAL ESTATE LLC  
Map and Taxlot: 2011080002500  
Account: 285002  
Situs Address: \*\*NO SITUS ADDRESS\*\*  
  
Mailing Name: CALDERA SPRINGS REAL ESTATE LLC  
Map and Taxlot: 2011090000100  
Account: 285008  
Situs Address: 18300 LAVA SPRINGS LP, BEND, OR 97707

**APPLICANT'S  
REPRESENTATIVE:** Radler White Parks & Alexander, LLP  
P.O. Box 2007  
Bend, OR 97709

**REQUEST:** The applicant seeks tentative plan approval of Caldera Springs OLU (Overnight Lodging Unit) Phase E, a 16-lot subdivision. Ten lots will contain two OLUs each and six lots will contain three OLUs for a total of 38 units.

The applicant filed a Final Master Plan ("FMP") application with the County in April, 2021, (File No. 247-21-000388-M), and a Modification of Application on May 27, 2021, (File No. 247-21-000528-MA). The applications were referred to a public hearing, which was held on June 22, 2021. The FMP was approved on August 10, 2021.

**STAFF CONTACT:** Haleigh King, Senior Planner  
Phone: 541-383-6710  
Email: [Haleigh.King@deschutes.org](mailto:Haleigh.King@deschutes.org)

**RECORD:** Record items can be viewed and downloaded from:  
[www.buildingpermits.oregon.gov](http://www.buildingpermits.oregon.gov)



I. **APPLICABLE CRITERIA**

Title 17 of the Deschutes County Code, the County Subdivision/Partition Ordinance  
Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans  
Chapter 17.36, Design Standards  
Chapter 17.44, Park Development  
Chapter 17.48, Design and Construction Specifications  
Title 18 of the Deschutes County Code, the County Zoning Ordinance:  
Chapter 18.40, Forest Use Zone (F2)  
Chapter 18.80, Airport Safety Combining Zone (AS)  
Chapter 18.88, Wildlife Area Combining Zone (WA)  
Chapter 18.113, Destination Resorts Zone (DR)  
Chapter 18.116, Supplementary Provisions  
Title 22, Deschutes County Development Procedures Ordinance  
Oregon Revised Statutes (ORS)  
Chapter 92 — Subdivisions and Partitions

II. **BASIC FINDINGS**

**LOT OF RECORD:** The annexation property is a lot of record pursuant to the Board of County Commissioners (“Board”) decision in PA-10-7, ZC-10-5. This finding was confirmed by the Hearings Officer (“HOFF”) in 247-15-000464-CU. Furthermore, the subject tax lots were platted as Development Tract A1 within Caldera Springs Phase A.

**SITE DESCRIPTION:** The subject property is a portion of what is referred to as the annexation property in the FMP approval, and is directly east of the existing Caldera Springs Destination Resort (“Resort”). The subject property is irregularly shaped, approximately 150 acres in size, and undeveloped with a generally level topography. However, only a portion of the 150 acre area is included in this subdivision request. Vegetation on-site consists of a dense cover of lodgepole and ponderosa pine trees. Understory vegetation is bitterbrush, bunchgrasses, and typical high desert vegetation.

**SURROUNDING LAND USES:** The subject property is bounded to the north by the Burlington Santa-Fe Railroad (BNSF) right-of-way and Sunriver Business Park. To the west and south is the existing resort property. The BNSF railroad right-of-way and undeveloped portions of the resort property forms borders the eastern property boundary with federally owned forest lands beyond.

**LAND USE HISTORY:** The County land use approvals associated with the Resort and annexation property are summarized below.

Land Use Approval	Description
CU-05-07	Conceptual Master Plan (“CMP”) for the Resort
M-05-01	



	FMP for the Resort
TP-05-961	Tentative Plan for up to 320 single-family residential homesites, various future development tracts, rights-of-way, and easements for infrastructure
SP-05-53	Site Plan for the Resort's first phase including 150 separate rentable units for visitor lodging; eating establishments for at least 100 persons; meeting rooms for at least 100 persons, nine-hole short golf course; three practice golf holes; practice putting green; lake; and clubhouse which will incorporate the eating establishments and meeting rooms
SP-06-14	Site Plan for the Resort amenities including fitness/pool center, pool, basketball court, play area, tennis courts, lake expansion, relocated parking area, lawn sports area, and pavilion
FPA-06-12	Final Plat approval for TP-05-961
SP-06-52, V-06-16, MA-06-23	Site Plan for overnight lodging units (OLUs) within Tracts 2 and 3; Minor Variance to reduce the parking area setback from 250 feet to 225 feet
SP-06-55	Site Plan for a pump station associated with the Resort water feature
SP-06-61	Site Plan for OLUs in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLUs provided as lock-off units; A total of 160 OLUs will be provided within Tracts 1, 2 and 3; This Site Plan approval is intended to amend and supplement SP-05-53
MC-07-2	Modification of the Dimensional Standards approved under the CMP and FMP, to include dimensional standards for the Overnight Lodging Cottage Lots
TP-07-988	Tentative Plan to divide Tracts 1, 2 and 3 into 45 lots, and to allow a Zero Lot Subdivision; Tract 1 includes 22 lots, Tract 2 includes 12 lots, and Tract 3 includes 11 lots; This division will allow the construction of the overnight lodging cottages approved under SP-06-52 and SP-06-61



TU-07-3	Temporary use permit to construct a model cottage in Tract 1
SP-07-25	Site plan approval for the OLU approved under SP-06-52 and SP-06-61 to address the lot configurations approved under TP-07-988
MP-08-88	Minor Partition to divide Tract FA into three parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the pavilion, fitness center, lakes and a portion of the parking lot and open spaces; Parcel 3 includes the lakehouse facility and a portion of the parking lot in the core area of the Resort
MP-08-89	Minor Partition to divide Tract A in the Phase 1 subdivision into two parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the open spaces
DR-13-23	Declaratory Ruling to determine if the site plan approval under SP-07-25, authorizing OLUs, roads and bike paths, has been initiated
MC-13-4	Modification of the CMP and FMP to change the required availability of OLUs from 45 weeks to 38 weeks
MC-13-5	Modification of SP-07-25 to change the required availability of OLUs from 45 weeks to 38 weeks
247-15-000464-CU	CMP for the annexation property ("Annexation CMP Decision"); remanded by the Land Use Board of Appeals ("LUBA")
247-18-000009-A	<p>CMP for the annexation property on remand ("Remand Decision"), which included modifications to the CMP approved under 247-15-000464-CU in the following areas:</p> <ul style="list-style-type: none"> <li>• Location and extent of the Wildlife Mitigation Tract</li> <li>• Types and number of OLUs</li> <li>• Vandeventer Road access; and</li> <li>• 100-foot setback from common areas</li> </ul>



247-21-000049-,050-,051-, 052-LL	Property line adjustments between the Resort and annexation property
247-21-000388-M, 528-MA	<p>FMP approval for the annexation property, which included modifications to the FMP proposal in the following areas:</p> <ul style="list-style-type: none"> <li>• Install a landscaped berm located just north of Trailmere Circle, along the western boundary of the subject property</li> <li>• Relocate the north/south road along the western boundary, approximately 50 feet to the east</li> </ul> <p>Relocate the OLU along the north/south road, approximately 50 feet to the east to match the relocated roadway.</p>
247-21-000654-TP	Tentative Plan for a 70-lot residential subdivision in the annexation property
247-21-000655-TP	Tentative Plan for a 16-lot OLU subdivision in the annexation property
247-21-0001014-FPA, 21-1015-FPA	Final Plat Approval for 21-654-TP, 21-655-TP
247-22-000042-TP	Tentative Plan for a 30-lot residential subdivision in the annexation property (Phase B)
247-22-000043-TP	Tentative Plan for a 7-lot OLU subdivision in the annexation property (Phase B)
247-22-000182-TP, 183-TP	Concurrent application for a 16-lot OLU subdivision in the annexation property (Phase C) and a 72-lot residential subdivision (Phase C).
247-24-360-TP, 361-TP	Tentative Plan for Phase D single-family residential and OLU subdivision

**REVIEW PERIOD:** The application was submitted on May 5, 2025. Staff deemed the TP application incomplete on June 4, 2025. The applicant provided a response to the incomplete letter on June 11, 2025. Staff deemed the application complete on June 11, 2025. The 150<sup>th</sup> day on which the County must take final action on the TP application is November 8, 2025.

**PUBLIC AGENCY COMMENTS:** The Planning Division mailed notice of the application on May 15, 2025 to several public agencies. Staff received the following responses.



Deschutes County Senior Transportation Planner, Tarik Rawlings

I have reviewed the transmittal materials for 247-25-000292-TP for a 16-lot subdivision with two (2) Overnight Lodging Units (OLUs) on each lot (total of 32 OLU) on a total 175.36-acre property comprised of two parcels, within the existing Caldera Springs Destination Resort (Phase A). The subject properties are located within the Forest Use (F2) Zone and the Airport Safety (AS), Landscape Management (LM), Wildlife Area (WA), and Destination Resort (DR) Combining Zones. The larger of the two subject parcels does not have an address and is recognized on County Assessor's Map 20-11-08 as Tax Lot 2500. The smaller of the two subject parcels has an address of 18300 Lava Springs Loop, Bend, OR 97707 and is recognized on County Assessor's Map 20-11-09 as Tax Lot 100. The proposal appears to be consistent with the approved Conceptual Master Plan (CMP) and Final Master Plan (CMP) (most recently approved under County files 247-21-000388-M, 528-MA) and no additional traffic analysis is required.

The properties utilize a private road system which accesses Vandevent Road and South Century Drive, public roads maintained by Deschutes County and functionally classified as collectors. Therefore, the public access permit requirements of DCC 12.28.050 and 17.48.210(A) do not apply to the subject application.

Board Resolution 2024-038 sets a transportation system development charge (SDC) rate of \$5,691 per p.m. peak hour trip. Recreational Homes (ITE 260) generate 0.29 p.m. peak hour trips per dwelling unit; therefore the applicable SDC is \$1,624 (\$5,603 X 0.29). The SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2025 PENDING ANY AMENDMENTS TO THE COUNTY'S CURRENT SDC RESOLUTION 2024-038. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

**ON JULY 1, 2025, THE SDC RATE WILL INCREASE TO A BASE RATE OF \$5,856 PER P.M. PEAK HOUR TRIP AND THE SDC FOR THE PROPOSAL WILL BE \$1,698 (\$5,856 X 0.29) PER DWELLING UNIT.**

Thank you for the opportunity to provide comment and please let me know if you have any questions.

**Staff Comment:** Staff notes the total number of OLUs proposed with this plat is 38 OLU.

Deschutes County Building Official, Randy Scheid



NOTICE: The Deschutes County Building Safety Divisions code mandates that Access, Egress, Setbacks, Fire & Life Safety, Fire Fighting Water Supplies, etc. must be specifically addressed during the appropriate plan review process with regard to any proposed structures and occupancies.

Accordingly, all Building Code required items will be addressed, when a specific structure, occupancy, and type of construction is proposed and submitted for plan review.

Deputy State Fire Marshal, Clara Butler

### **Findings: Not enough information provided on plans for accurate comments**

#### **WATER:**

- **Fire Safety during Construction – 2022 OFC 501.4** o Approved fire department access roads, required water supply, fire hydrants, and safety precautions shall be installed and serviceable prior to and during the time of construction. The requirements of NFPA 241 shall be followed until project is complete.

#### **Area with Fire Hydrants:**

- **Water Supply – 2022 OFC B105.1** o The minimum fire-flow requirements for one- and two- family dwellings having a fire-flow calculation area which does not exceed 3,600 sq ft (including the garage) shall be 1,000 gpm at 20 psi residual flow. Dwellings exceeding 3,600 sq ft shall use Table B105.4
  - o Exception:
    - A reduction in required fire flow of up to 50 %, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.3 (NFPA 13D) of the OFC.
- **Fire Hydrant – 20122 OFC 507.5.1**
  - o Where a portion of the building is more than 400 feet from a hydrant on a fire apparatus access road as measured by an approved route around the exterior of the building, on-site hydrants and mains shall be provided where required.
    - Exception: For Group R3 occupancies, the distance requirement shall be 600 ft.
- **Area Separation – 2022 OFC B104.2**
  - o Portions of buildings which are separated by fire walls without openings constructed in accordance with the International Building Code are allowed to be considered as separate fire flow calculation areas.
- **Obstruction & Protection of Fire Hydrants – 2022 OFC 507.5.4 – 507.5.6**
  - o A 3 foot clear space shall be maintained around the circumference of fire hydrant. When exposed to vehicular damage, concrete curbing, sidewalks, or 4 inch concrete filled bollards placed 3 feet from hydrant shall suitably protect fire hydrants.



• **Note: Before the application can be deemed complete, a stamped engineered fire flow analysis will be required.**

#### **Area without Fire Hydrants:**

##### **• NFPA 1142 Requirements 2017**

o If the structure is being built in an area without a public water supply system, then the water flow requirements will come from NFPA 1142.

o Note: The following information will need to be provided in order to determine accurate water flow requirements.

- Building height, length and width
- Use of the building
- Type of construction
- Whether the structure 100 sq ft or larger and within 50 feet of any other structures

##### **Structures with Automatic Sprinkler systems – 2017 NFPA 1142 Chapter 7**

o The authority having jurisdiction shall be permitted to waive the water supply required by this standard when a structure is protected by an automatic sprinkler system that fully meets the requirements of NFPA 13 (2016)

##### **• Fire Safety during Construction – 2022 OFC 501.4 and NFPA 241 (2019)**

- o Approved fire department access roads, required water supply, fire hydrants, and safety precautions shall be installed and serviceable prior to and during the time of construction. The requirements of NFPA 241 shall be followed until project is complete.

#### **ACCESS:**

##### **• Premises Identification – 2022 OFC 505.1**

o Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street fronting the property. Said numbers shall contrast with their background and visible at night. Number/letter shall be a minimum of 4" high and a .5 "stroke width.

##### **• Required Access – 2022 OFC 504.1**

o Exterior doors and openings shall be made readily accessible for emergency access by the fire department. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided.

##### **• Fire Apparatus Access Roads – 2022 OFC 503 & Appendix D**

o Fire apparatus access roads shall extend to within 150 ft of all portions of the building as measured by an approved route around the exterior of the building.



- o Fire apparatus access roads shall have an unobstructed width of **not less than 20 feet** and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- o Fire apparatus roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide **all-weather driving** capabilities.
- o The required **turning radius** of a fire apparatus access road shall be determined by the fire code official. The **grade** of the fire apparatus access roads shall be within the limits established by the fire code official.
- o The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus. Traffic calming devices shall be prohibited unless approved by the fire code official.

- **Authority – 2022 OFC 503.2.2**

- o The fire code official shall have the authority to modify the dimensions specified in 503.2.1.

- **Fire Lanes – 2022 OFC 503.3 & D103.6**

- o Approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Such signs or notices shall be kept in legible conditions at all times. The stroke shall be 1 inch with letters 6 inches high and read **“No Parking Fire Lane”**. Spacing for signage shall be every 50 feet.

- Recommended to also paint fire lane curbs (in addition to Fire lane signs) in bright red paint with white letters.

- o **D103.6.1 Roads 20-26 Ft. Wide:** Shall have Fire Lane signs posted on both sides of a fire lane.

- o **D103.6.2 Roads more than 26 Ft. Wide:** Roads 26-32 ft wide shall have Fire Lane signs posted on one side of the road as a fire lane.

- **Aerial Access Roads – 2022 OFC D105**

- o Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads and capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadways. Access roads shall have a minimum unobstructed width of 26 feet in the immediate vicinity of any building or portion of a building more than 30 feet in height. At least one of the required access routes meeting above requirement shall be located within a minimum of 15 feet and a maximum of 30 feet from the building and shall be positioned parallel to one entire side of the building.

- **Dead-Ends – 2022 OFC 503.2.5 and D103.4**



o Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.

- D 103.4 Table: Length of Dead end: greater than 500 ft shall meet the turnaround requirements and the width of the road shall be a minimum of 26 ft clear for fire apparatus.

***Unable to determine if the above requirement has been met.***

• **Additional Access – 2022 OFC 503.1.2**

o The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, conditions or terrain, climatic conditions or other factors that could limit access. • Emergency Access Road Gates – 2022 OFC D103.5 o Minimum 20 feet wide

• **Emergency Access Road Gates – 2022 OFC D103.5**

- o Minimum 20 feet wide.
- o Gates shall be swinging or sliding type.
- o Shall be able to be manually operated by one person.
- o Electric gates shall be equipped with a means of opening by emergency personnel & approved by fire official.
- o Locking devices **may** be padlocks.
- o Section 503.3: Install a sign on the gate “Emergency Access”

• **Key Boxes – 20122 OFC 506.1**

o An approved key box **may** be installed on all structures equipped with a fire alarm system and /or sprinkler system.

• **One and Two Family Residential Developments – 2022 OFC D107**

o Developments where the number of dwelling units exceeds 30 units shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D 104.3. Unless, all dwellings are equipped with and approved automatic sprinkler system.

o **Remoteness – 2019 OFC D107.2** Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal of the property or area to be served, measured in a straight line between accesses.

***The above requirement has not been met.***

If you have any questions or require clarification on any of these items please let me know.

The following agencies did not respond or had no comments. Deschutes County 911, Deschutes County Assessor, Deschutes County Property Address Coordinator, La Pine Fire Department, Deschutes National Forest, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Sunriver Airport, and Sunriver Utilities.



**PUBLIC COMMENTS:** On May 15, 2025, the Planning Division mailed notice of the application to all property owners within 750 feet of the subject property. The applicant complied with the posted notice requirements of Section 22.23.030(B) of Title 22 by submitting a Land Use Action Sign Affidavit indicating the applicant posted notice of the TP application on May 14, 2025. No public comments were received.

### III. FINDINGS & CONCLUSIONS

#### FMP CONDITIONS OF APPROVAL

Conditions of approval were required as part of the Annexation CMP Decision and the Board of County Commissioners ("BoCC") Remand Decision. The majority of conditions of approval from the Annexation CMP Decision and the BoCC Remand Decision were carried over and relevant to the FMP. In his decision, the Hearings Officer ("HOff") labeled the relevant Annexation CMP Decision conditions as "**CMP**" followed by the respective condition number. The HOff labeled the BoCC Remand Decision conditions as "**R**" followed by the respective condition number.

The HOff also included a number of staff and applicant recommended conditions. These conditions were included based upon the HOff's conclusion that staff and applicant recommended conditions were necessary to satisfy relevant approval criteria. The HOff labeled staff recommended conditions as "**S**" followed by an identification number. The HOff labeled applicant recommended conditions as "**A**" followed by an identification number.

The BoCC Remand Decision modified Annexation CMP conditions #8, #11, #12 and #18. For this reason, those Annexation CMP conditions were not included in the FMP decision. Additionally, the HOff found Remand Decision condition #4 was not applicable and, therefore, was not included in the FMP decision.

As noted in the FMP findings for BoCC condition #6, Vandevent Road ingress and egress is allowed by both CMP condition #2 and BoCC condition #6 with egress from the Resort onto Vandevent restricted to right turn movements only. Also, the HOff noted that BoCC condition #8 reflects the current DCC ratio requirements and updates the ratio referenced in CMP condition #6A.

**CMP 1.** *Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the Applicant. Any substantial change in this approved use will require review through a new land use application.*

**FINDING:** Staff includes a condition of approval to ensure compliance.

Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.



**PRIOR TO FINAL PLAT**

**CMP 5.**        *The approach apron to Vandever Road must be paved to reduce the amount of gravel and debris tracked onto Vandever Road from the property.*

**FINDING:** The applicant was required to pave the Vandever Road approach apron in conjunction with final plat approval for Phase A (247-21-0001014-FPA, 21-1015-FPA). This requirement has been met.

**CMP 6.**        *Before approval of each final plat, all the following shall be provided:*  
**A.**        *Documentation demonstrating compliance with the 2.5 to 1 ratio as defined in DCC 18.113.060(D)(2);*

**FINDING:** The applicant provided the following findings,

In approving the CMP, the county found that Caldera Springs included a total of 196 OLUs. For Phases A through D, the county has approved a total of 92 OLUs (with two OLUs per OLU lot). For Phase E the applicant proposes 16 separate OLU lots, with a total of 39 OLUs to be constructed on the separate lots. The Phase E OLUs will include a mix of two- and three-key OLUs, with each OLU containing full sleeping and eating amenities consistent with the OLUs authorized in Phase A-D. As of the date of this application, a total of 236 OLUs have been completed and received certificates of occupancy. With approval of the Phase E and Phase E OLU final plats, a total of 264 OLUs will be required to be in place or guaranteed through surety bonding. Depending on the timing of construction of additional OLUs, if the required number of OLUs are not completed by the time of recording of the Phase E plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLUs are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.



**Caldera Springs OLU  
Calculations  
5/1/2025**

Phase	Plat Approval Requirements					Req. OLU to meet 2.3 : 1 Ratio
	SFR Units	Approved OLUs	Phase Ratio	Overall Ratio (2.3 max)	Completed OLUs	
Original Caldera (Phases 1 and 2)	320	196	1.63	1.6	196	150
CSA Phase A	70	32.0	2.19	1.7	196	169.6
CSA Phase B	30	14.0	2.14	1.7	196	182.6
CSA Phase C-1 (recorded 1/11/23)	37	16.0	2.31	1.77	196	198.7
CSA Phase C-2 (recorded 4/26/24)	35	14.0	2.50	1.81	224	213.9
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Phase E	86	39	2.67	1.89	N/A	264
Caldera Springs Total	607	322	N/A	1.89	N/A	
<b>Expansion Total</b>	<b>297</b>	<b>131</b>	<b>2.27</b>			

Staff notes Remand condition 8, detailed below, modified the ratio to 2.3 to 1.

As noted in the BOCC's decision on the FMP, the subject property is an expansion of the existing Resort. As such, any calculation regarding compliance with the required ratio must take into consideration the existing residential units and OLUs.

With approval of the Phase E OLU and companion residential subdivision plat, a total of 264 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, the applicant states that 236 OLUs are completed and have received certificates of occupancy, leaving at least 28 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 28 OLUs are not completed by the time of recording of the Phase E plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase E, the applicant shall submit one of the following to ensure that a minimum of 264 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 264 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 264 OLUs are constructed or otherwise guaranteed.



- B. Documentation on all individually-owned residential units counted as overnight lodging, including all of the following:**
- 1) Designation on the plat of any individually-owned units that are going to be counted as overnight lodging;**
  - 2) Deed restrictions requiring the individually-owned residential units designated as overnight lodging units to be available for rental at least 38 weeks each year through a central reservation and check-in service operated by the resort or by a real estate property manager, as defined in ORS 696.010;**
  - 3) An irrevocable provision in the resort Conditions, Covenants and Restrictions ("CC&Rs) requiring the individually-owned residential units designated as overnight lodging units to be available for rental at least 38 weeks each year through a central reservation and check-in service operated by the resort or by a real estate property manager, as defined in ORS 696.010;**
  - 4) A provision in the resort CC&R's that all property owners within the resort recognize that failure to meet the conditions in DCC 18.113.060(L)(6)(b)(iii) is a violation of Deschutes County Code and subject to code enforcement proceedings by the County;**
  - 5) Inclusion of language in any rental contract between the owner of an individually-owned residential unit designated as an overnight lodging unit and any central reservation and check in service or real estate property manager requiring that such unit be available for rental at least 38 weeks each year through a central reservation and check-in service operated by the resort or by a real estate property manager, as defined in ORS 696.010, and that failure to meet the conditions in DCC 18.113.060(L)(6)(b)(v) is a violation of Deschutes County Code and subject to code enforcement proceedings by the County.**

**FINDING:** The applicant states the final plat will comply with this condition. To ensure compliance, staff includes a condition of approval.

Plat Designation. The plat shall designate all individually-owned units that will be counted as OLU's.

#### **AT ALL TIMES**

**CMP 7.** *No new or expanded industrial, commercial or recreational use shall project lighting directly onto an existing runway or taxiway or into existing airport approach surfaces except where necessary for safe and convenient air travel. Lighting for these uses shall incorporate shielding in their designs to reflect light away from airport approach surfaces. No use shall imitate airport*



***lighting or impede the ability of pilots to distinguish between airport lighting and other lighting.***

**FINDING:** No new or expanded industrial, commercial or recreational uses are proposed. This condition does not apply.

**CMP 9.        *The Declaration shall be revised to require the developer to comply with the fence standards pursuant to DCC 18.88.070.***

**FINDING:** Based on staff's review of the revised Declaration of Covenants, Conditions and Restrictions ("Declaration"), Section 7.1 was amended to comply with this condition. To ensure the subject property complies with the Declaration, staff includes a condition of approval requiring the Declaration be recorded prior to, or concurrent with, final plat.

Declaration. The owner shall record the Declaration, as amended and detailed in this decision.

**CMP 10.        *Prior to development of each phase of the resort expansion, the developer shall submit to the Planning Division an erosion control plan for that phase.***

**FINDING:** The applicant submitted the Erosion and Sediment Control Plan which covers the area dedicated to the subject OLU subdivision and the companion residential subdivision. The Plan details the location of anticipated ground disturbance, sediment and debris fencing, and construction entrance. The Plan also notes the use of erosion and sediment control best management practices throughout the construction phase. This criterion is met.

**CMP 13.        *Except as otherwise specified herein, all development (including structures, site obscuring fences of over three feet in height and changes to the natural topography of the land) shall be setback from exterior property lines as follows:***

- A.        *Three hundred fifty feet for commercial development including all associated parking areas;***
- B.        *Two hundred fifty feet for multi-family development and visitor oriented accommodations (except for single family residences) including all associated parking areas;***
- C.        *One hundred fifty feet for above grade development other than that listed in DCC 18.113.060(G)(2)(a)(i) and (ii), including any installed landscaped berms;***
- D.        *One hundred feet for roads;***
- E.        *Fifty feet for golf courses; and***
- F.        *Fifty feet for jogging trails and bike paths where they abut private developed lots and no setback for where they abut public roads and public lands.***



- G. *Notwithstanding Condition of Approval No. 13(C)<sup>1</sup>, above grade development other than that listed in DCC 18.113.060(G)(2)(a)(i) and (ii) shall be set back 250 feet in circumstances where state highways coincide with exterior property lines.***
- H. *The setbacks identified in Condition of Approval No. 13 shall not apply to entry roadways and signs.***

**FINDING:** The annexation property was reviewed and approved as an expansion of the existing Caldera Springs Resort. For this reason, staff finds the exterior property lines are the exterior property lines of the combined existing Resort and annexation property. In other words, none of the common property lines between the existing Resort and annexation property are considered exterior property lines for the purposes of these conditions. The HOFF confirmed this interpretation in the FMP decision.

Based on staff's review of the TP, all development on the proposed OLU lots will comply with the 250-foot setback requirement of subsection (B) above, and the 100-foot setback for roads under subsection (D).

***CMP 14 through 19.***

**FINDING:** These conditions apply to the annexation property as a whole, rather than to the specific subdivision proposed under this TP application.

- CMP 20. The Covenants, Conditions and Restrictions (CCRs) and/or Bylaws for the resort shall include a specific provision for funding of the Wildlife Report requirements and retention of a professional biologist.***

**FINDING:** As noted above, staff includes a condition of approval requiring the Declaration to be recorded prior to, or concurrent with, the final plat. This condition will be met.

- CMP 21. The resort shall comply with the approved Wildfire Management Plan.***

**FINDING:** The required recordation of the Declaration, which itself requires compliance with the Wildfire Management Plan, will ensure compliance with this condition.

***CMP 22 through 24.***

**FINDING:** Recordation of the Declaration, which requires compliance with these conditions, will ensure compliance.

- R 3. Uses in the Wildlife Mitigation Tract ("WMT"). The only uses permitted within the***

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<sup>1</sup> As noted in the FMP decision, the Hearings Officer found the original reference to Condition of Approval No. 11 is an error. The Hearings Officer revised conditions G and H to reference Condition of Approval 13, to address this error.



**WMT shall be the access road depicted on the Site Plan and soft walking/hiking paths, as generally depicted on the Site Plan. The following additional restrictions will apply to uses in the WMT:**

- A. Recreation.** To offset potential disturbance-or disruption-related indirect effects of humans, the WMT will not include the use of any bicycle, mountain bike or other mechanical vehicles, except as may be reasonably required for wildfire and wildlife treatments within the WMT as contemplated by the wildfire and wildlife reports adopted as part of Annexation I.
- B. Dogs.** The CC&Rs for the Resort shall specifically include a requirement that no off-leash dogs shall be permitted in the Resort, unless located within a fenced dog park located within the Resort, but outside the Wildlife Mitigation Tract.
- C. Access Road Operation.** The access road through the WMT shall be designated as a homeowner access road, limited to homeowner and construction traffic only. The access road as depicted on the Site Plan shall be relocated west to be within or immediately adjacent to the powerline easement. No gatehouse or guest station shall be permitted at the access point. Appropriate signage shall be installed directing Resort guests and visitors to the main resort entrance on South Century Drive.
  - i.** Gates shall be installed and maintained as reasonably practical at the south terminus of the Resort roadway and Vandever Road; at the interior location set forth on the Site Plan. The gates shall be closed and operable by a key card, vehicle transponders or other similar equipment 24 hours per day.
  - ii.** The access road shall be designed in a manner to reduce speeds (including one or more of the following features: sinuous alignment, bulb outs, traffic calming features) and shall be posted with a 20 MPH limit and identified as a wildlife corridor.
  - iii.** Educational signage shall be placed in an appropriate location at the boundary of the WMT identifying the area as such, and explaining the need not to disturb habitat or species within the WMT.
- D. Structures.** No structures other than the access road, gates and proposed walking trails as shown on the Site Plan shall be permitted in the WMT.
- E. Management in the WMT.** Consistent with the wildlife management report prepared for the Resort, the following management measures shall be implemented:
  - i. Rock Outcrops.** Rock outcrops and piles provide unique habitat qualities and serve as a keystone habitat niche within the WMT. Accordingly, any management activities should avoid such outcrops and the surrounding vegetation;
  - ii. Snags.** Standing snags provide important habitat niches, especially for avian and small mammal species. Accordingly, all existing wildlife snags should be retained, unless they are determined to pose a wildfire hazard.
- F. Other Habitat Conservation Measures.** Vegetation shall be monitored, and



***weeds and non-native plants will be controlled and eradicated when possible;***

- i. Brush patches will be maintained in a mosaic pattern to provide various stages of growth so that both cover and forage are provided. Vegetation management activities performed in the WMT shall be performed in the fall or spring (outside of deer winter season) when areas are accessible and not under fire restrictions, except that any mowing is not to occur in the spring when there is bird nesting;***
- ii. Ponderosa pine trees (dead and living) will be preserved where possible;***
- iii. Downed logs will be retained for their wildlife value where possible;***
- iv. Firewood cutting or vegetation alteration beyond that prescribed as management for increased habitat value or as management for wildfire risk, will not be permitted;***
- v. Prior to Final Plat Approval, nest boxes will be installed. Said nest boxes shall be maintained to benefit native bird species;***
- vi. Prior to Final Plat Approval, bat boxes will be installed on trees to benefit native bat species;***
- vii. New fences are prohibited in the WMT;***
- viii. Livestock will not be kept or allowed on the Annexation Property;***
- ix. The proposed development will prohibit the recreational use of off-road motor vehicles within the WMT. Motorized vehicle use in the WMT will only be allowed for management or emergency fire vehicle access;***
- x. The lots that are directly adjacent to the WMT will have 25-foot setback requirements to protect the wildlife value of the area;***
- xi. A program for proper garbage storage and disposal will be instituted for all resort residences and facilities. The program will be designed to reduce the availability of human-generated food resources to predators and corvids (crows, ravens, and Jays) known to predate other wildlife species;***
- xii. An educational program for local residents will be initiated regarding the native wildlife populations using the WMT and the need to avoid disturbance of species within the WMT. Educational materials will include newsletters, flyers, signage on trails, or other similar outreach tools;***
- xiii. No fireworks of any type will be allowed;***
- xiv. No use of drones will be allowed; and***
- xv. No hunting, discharge of firearms or trapping will be allowed.***

**FINDING:** Unlike Phase A which included soft trails and the main access road from Vandever Road within the WMT, the Phase DE subdivision does not propose any uses within the WMT, consistent with the FMP. Prior to the recordation of the Phase A plat, the applicant was required to install nest boxes and bat boxes to satisfy conditions (F)(v) and (vi). The applicant has met this requirement.



The Declaration will ensure compliance with the remaining aspects of condition R3 for the subdivision.

- R 5. *The Applicant shall be permitted to construct residential and overnight lodging units in an amount not to exceed 100 EDUs (residential unit =1 EDU, overnight lodging unit = 0.5 EDU) prior to any upgrades to the current wastewater treatment plant. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.***

**FINDING:** The applicant has submitted evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area. This condition is met.

- R 6. *Egress from the resort at the Vandevent Road access point shall be limited to homeowner, emergency and construction-related traffic only. Turning movements out of the resort shall be limited to right turns only until the Vandevent Road/Highway 97 intersection is either closed or limited to right in/right out only. Prior to construction, the County Road Department shall approve the turn restriction design.***

**FINDING:** The proposed subdivision does not include the Vandevent Road access point. This condition does not apply.

- R 7. *Prior to or concurrent with an application for each tentative plat in the Annexation Area, the Applicant shall submit a copy of the PUC order or ruling approving the expansion of Sunriver Water LLC's service territory to include the area proposed to be platted. In no event shall the County approve a tentative plat within the Annexation Area if the Annexation Area has not been included in Sunriver Water LLC's service territory.***

**FINDING:** The applicant submitted the required PUC Order demonstrating approval for the expansion of Sunriver Water LLC's service territory. This condition is met.

- R 8. *Prior Condition No. 11 is revised (with underline) as follows: The resort as a whole shall maintain a maximum ratio of single-family dwelling units to overnight accommodation units of 2.3:1.***

**FINDING:** As discussed above, the owner will be required to record the final plat for the OLU subdivision prior to, or concurrent with, recording the final plat for the residential subdivision to



ensure compliance with this condition. Further, the owner will be required to demonstrate the OLUs necessary to satisfy the 2.3 to 1 ratio are constructed and available for rent.

- R 9. *Prior Condition No 12 is revised (with underline) as follows: Individually owned Overnight Lodging Units (OLUs) shall be made available for overnight rental use by the general public for at least 38 weeks per calendar year through one or more central reservation and check-in services operated by the destination resort or by a real estate manager, as defined in ORS 696.010.***

**FINDING:** Recordation of the Declaration, which includes this requirement, will ensure compliance.

- R 10. *Prior condition No. 18 is revised (with underline) as follows: The resort shall comply with the approved Wildlife Report and the 2018 supplement included in connection with the present application, with the 2018 supplement controlling over any conflict between the two reports.***

**FINDING:** Recordation of the Declaration, which requires implementation of the Wildlife Report and supplement, will ensure compliance. This condition will be met.

- R 11. *Prior to issuance of any building permit for any Visitor Oriented Accommodation (other than single family residences), the Applicant shall demonstrate that all Visitor Oriented Accommodations (other than single family residences) meet the 250-foot setback imposed by DCC 18.113.060(D)(2)(a)(ii).***

**FINDING:** As discussed previously, staff finds the proposed OLUs will comply with this condition.

**S 1 through S4.**

**FINDING:** Based on staff's review of the revised Declaration, Section 7.1, Section 9.2.4, and Section 9.2 have been amended to require compliance with DCC 18.88.070. This condition is met.

- A 1. *Prior to the first final plat, the Applicant shall amend Section 9.2.3 of the Declaration, as follows:***

***Any livestock related activities (e.g. bringing livestock into the WMT, grazing or the presence of livestock).***

**FINDING:** The Declaration includes the required revision to Section 9.2.3. The Declaration was recorded with the Deschutes County Clerk on February 3, 2022 (Document 2022-04871). This condition is met.

- A 2. *The OLU-designated lots along the north/south spine road shall not be permitted to include any type of OLU other than as proposed by the Applicant through the FMP application (e.g. single family homes with an associated ADU). No inn, hotel, motel or other similar use shall be permitted on these lots.***



**FINDING:** The proposed OLU subdivision does not include lots along the north-south spine road.

**A 3. *The OLUs constructed on the first seven lots on the spine road north of the 4-way intersection shall not exceed 2,500 square feet of total living space on each lot.***

**FINDING:** The proposed OLU subdivision does not include lots along the north-south spine road.

## **TITLE 18, DESCHUTES COUNTY ZONING ORDINANCE**

### **Chapter 18.113, Destination Resorts**

#### Section 18.113.040. Application Submission.

***The authorization of a permit for a destination resort shall consist of three steps.***

...

**C. *Site Plan Review. Each element or development phase of the destination resort must receive additional approval through the required site plan review (DCC 18.124) or subdivision process (DCC Title 17). In addition to findings satisfying the site plan or subdivision criteria, findings shall be made that the specific development proposal complies with the standards and criteria of DCC 18.113 and the FMP.***

**FINDING:** In compliance with this criterion, the applicant submitted a tentative plan application for an 8-lot OLU subdivision. The applicable criteria in Title 17, DCC 18.113 and the FMP are addressed in this decision.

#### Section 18.113.110. Provision of Streets, Utilities, Developed Recreational Facilities and Visitor Oriented Accommodations.

**A. *The Planning Director or Hearings Body shall find that all streets, utilities, developed recreational facilities and visitor oriented accommodations required by the FMP are physically provided or are guaranteed through surety bonding or substantial financial assurances approved by the County prior to closure of sale of individual lots or units.***

**FINDING:** The applicant provides the following findings:

In approving the CMP, the county found that Caldera Springs included a total of 196 OLUs. For Phases A through D, the county has approved a total of 92 OLUs (with two OLUs per OLU lot). For Phase E the applicant proposes 16 separate OLU lots, with a total of 39 OLUs to be constructed on the separate lots. The Phase E OLUs will include a mix of two- and three-key OLUs, with each OLU containing full sleeping and eating amenities consistent with the OLUs authorized in Phase A-D. As of the date of this application, a total of 236 OLUs have been completed and received certificates of occupancy. With approval of the Phase E and Phase E OLU final plats, a total of 264 OLUs will be required to be in place or guaranteed through



surety bonding. Depending on the timing of construction of additional OLUs, if the required number of OLUs are not completed by the time of recording of the Phase E plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLUs are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.

**Caldera Springs OLU  
Calculations**  
5/1/2025

Phase	Plat Approval Requirements					Req. OLU to meet 2.3 : 1 Ratio
	SFR Units	Approved OLUs	Phase Ratio	Overall Ratio (2.3 max)	Completed OLUs	
Original Caldera (Phases 1 and 2)	320	196	1.63	1.6	196	150
CSA Phase A	70	32.0	2.19	1.7	196	169.6
CSA Phase B	30	14.0	2.14	1.7	196	182.6
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Phase E	86	39	2.67	1.89	N/A	264
Caldera Springs Total	607	322	N/A	1.89	N/A	
<b>Expansion Total</b>	<b>297</b>	<b>131</b>	<b>2.27</b>			

As discussed above, with approval of the Phase E OLU and companion residential subdivision plat, a total of 264 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 236 OLUs are completed and have received certificates of occupancy, leaving at least 28 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 28 OLUs are not completed prior to the recording of the Phase E plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff notes the number of OLUs proposed with this plat is 38 OLUs. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase E, the applicant shall submit one of the following to ensure that a minimum of 264 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

A. Documentation that a minimum of 264 OLUs are constructed; or



- B. Bonding or other security to ensure that a minimum of 264 OLU's are constructed or otherwise guaranteed.

***B. Financial assurance or bonding to assure completion of streets and utilities, developed recreational facilities and visitor oriented accommodations in the FMP shall be required pursuant to the security requirements for site plan review and subdivision review established by the Deschutes County Code.***

**FINDING:** The applicant has the option to either physically construct all streets and utilities, or financially assure them, prior to final plat. For this reason, staff includes a condition of approval to ensure compliance.

Roads and Utilities. Prior to final plat, the owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.

## **TITLE 17, SUBDIVISIONS AND PARTITIONS**

### **Chapter 17.12, Administration and Enforcement**

#### Section 17.12.080. Statement of Water Rights.

***All applicants for a subdivision or partition shall be informed by the Planning Director or his designee of the requirement to include a statement of water rights on the final plat.***

**FINDING:** Staff includes this criterion to inform the applicant of the requirement to include a statement of water rights on the final plat.

#### Section 17.12.100. Sale of Subdivision Lots Prohibited Before Final Approval.

***No person shall sell any lot in any subdivision until final approval of the land division has been granted by the County. Final approval occurs when the plat of the subdivision or partition is recorded with the County Clerk. No person shall negotiate to sell any lot in a subdivision until a tentative plan has been approved.***

**FINDING:** Staff includes this criterion to inform the applicant of these requirements.

### **Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans**

#### Section 17.16.040. Protective Covenants and Homeowner Association Agreements.

***Landowner covenants, conditions, and restrictions and homeowner association agreements are not relevant to approval of subdivisions and partitions under DCC Title 17, unless otherwise determined by the County to carry out certain conditions of approval,***



**such as road maintenance or open space preservation. Any provisions in such agreements not in conformance with the provisions of DCC Title 17 or applicable zoning ordinances are void.**

**FINDING:** The applicant's Declaration is necessary to carry out conditions of approval related to the FMP, as discussed herein. For this reason, staff finds the Declaration is relevant to the approval of the subject OLU subdivision. As noted above, staff includes a condition of approval requiring the applicant to record the Declaration.

Section 17.16.050, Master Development Plan.

***An overall master development plan shall be submitted for all developments affecting land under the same ownership for which phased development is contemplated. The master plan shall include, but not be limited to, the following elements:***

- A. Overall development plan, including phase or unit sequence;***
- B. Show compliance with the comprehensive plan and implementing land use ordinances and policies;***
- C. Schedule of improvements, initiation and completion;***
- D. Overall transportation and traffic pattern plan, including bicycle, pedestrian and public transit transportation facilities and access corridors;***
- E. Program timetable projection;***
- F. Development plans for any common elements or facilities;***
- G. If the proposed subdivision has an unknown impact upon adjacent lands or lands within the general vicinity, the Planning Director or Hearings Body may require a potential development pattern for streets, bikeways and access corridors for adjoining lands to be submitted together with the tentative plan as part of the master development plan for the subject subdivision.***

**FINDING:** The CMP and FMP approvals demonstrate compliance with these criteria.

Section 17.16.060, Master Development Plan Approval.

***The Planning Director or Hearings Body shall review a master development plan at the same time the tentative plan for the first phase is reviewed. The Planning Director or Hearings Body may approve, modify or disapprove the master plan and shall set forth findings for such decision. The Planning Director or Hearings Body may also attach conditions necessary to bring the plan into compliance with all applicable land use ordinances and policies. Any tentative plan submitted for the plan area shall conform to the master plan unless approved otherwise by the County. Master plan approval shall be granted for a specified time period by the Planning Director or Hearings Body, and shall be included in the conditions of approval.***

**FINDING:** This decision reviews the TP against the CMP and FMP approvals. Relevant conditions of the CMP and FMP approvals are addressed in this decision.



Section 17.16.070, Development Following Approval.

***Once a master plan is approved by the County, the plan shall be binding upon both the County and the developer; provided, however, after five years from the date of approval of the plan, the County may initiate a review of the plan for conformance with applicable County regulations. If necessary, the County may require changes in the plan to bring it into conformance.***

**FINDING:** This TP was applied for within 5 years of the FMP. This criterion is met.

Section 17.16.080, Tentative Plan as a Master Plan.

- A. As an alternative to the filing of a master plan for phased development, the applicant may file a tentative plan for the entire development. The plan must comply with the provisions of DCC Title 17 for tentative plans.***
- B. If the applicant proposed to phase development, he shall provide sufficient information regarding the overall development plan and phasing sequence when submitting the tentative plan.***
- C. If the tentative plan is approved with phasing, the final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.***

**FINDING:** The CMP and FMP approvals are the master plans for the annexation property.

Section 17.16.090, Tentative Plan Approval.

- A. The Hearings Body shall review the application and any comments submitted by other appropriate County, state, or federal agencies and shall render a decision in accordance with DCC 17.16.100, setting forth findings supporting its decision.***

**FINDING:** This decision captures staff's analysis of the application and agency comments. This decision is issued in accordance with DCC 17.16.100.

- B. Approval of the tentative plan shall not constitute final acceptance of the plat of the proposed subdivision for purposes of recording; however, approval of such tentative plan shall be binding upon the County for the purposes of preparation and review of the final plat. Upon review of the final plat, the County may require compliance with the terms of its tentative plan approval of the proposed subdivision and the terms of DCC Title 17.***

**FINDING:** This decision will be used to review the final plat for compliance.

Section 17.16.100, Required Findings for Approval.

***A tentative plan for a proposed subdivision shall not be approved unless the Planning Director or Hearings Body finds that the subdivision as proposed or modified will meet the***



**requirements of DCC Title 17 and DCC Title 18 through 21, and is in compliance with the comprehensive plan. Such findings shall include, but not be limited to, the following:**

**FINDING:** This decision addresses the requirements of Chapters 17 and 18, as well as compliance with the FMP. The requirements of the Comprehensive Plan are codified within the Zoning Ordinance. Because no change to the Comprehensive Plan is sought by this application, conformance with Chapters 17 and 18 also indicates conformance with the Comprehensive Plan.

**A. *The subdivision contributes to orderly development and land use patterns in the area, and provides for the preservation of natural features and resources such as streams, lakes, natural vegetation, special terrain features, agricultural and forest lands and other natural resources.***

**FINDING:** Previous Deschutes County approvals of the CMP and FMP for the annexation property demonstrated general compliance with the criteria for orderly development and land use patterns in the area. The only notable natural feature within the annexation property is the existing pine forest throughout the property. As approved under the FMP, a significant portion of this pine forest will be preserved via the Wildlife Mitigation Tract.

In the CMP decision, the Hearings Officer concluded,

...the expansion property is generally flat with no significant topographic features on-site. Additionally, the subject property contains no habitat of threatened or endangered species, and no natural streams, rivers, wetlands, or riparian vegetation.

The subject property includes no lands zoned for farm use. While the property is zoned for forest use, the Destination Resort Combining Zone allows for the establishment of the proposed use. Further, as noted above, a significant portion of the existing pine forest will be preserved as part of the overall development of the annexation property. For these reasons, staff finds this criterion will be met.

**B. *The subdivision will not create excessive demand on public facilities and services, and utilities required to serve the development.***

**FINDING:** The applicant provides the following findings,

In connection with the CMP and FMP approvals, the applicant demonstrated that the resort as a whole will not create an excessive demand on public facilities, services or utilities. One condition of approval requires that prior to final plat of any property, the applicant demonstrate that the property is within the Sunriver Water service territory. As part of the Phase A plats, the applicant provided the county with a copy of the order demonstrating that all resort property is within the exclusive territory of Sunriver Water. In order to expand its service territory, the utility had to demonstrate that it has adequate capacity to serve the property. Similarly, a condition requires that development beyond 100 EDUs not occur until Sunriver Environmental has completed upgrades of its treatment facility. Those upgrades



have been completed.

The CMP and FMP decisions demonstrate the uses envisioned for the annexation property will not create excessive demand on public facilities, public services and utilities required to serve the development. The applicant submitted signed agreements for sewer and water service. Specific to water, the applicant submitted evidence indicating the annexation property has been included into the service territory for Sunriver Water. Per the FMP, the only transportation related mitigation measures which were required are the paving of the apron and the right-out turning movement at the Elk Run Drive and Vandever Road intersection. No off-site mitigation measures to address transportation impacts were identified or required. The record for the CMP includes intent to serve letters from Cascade Natural Gas for natural gas; Midstate Electric Cooperative, Inc. for electricity; Bend Broadband for telephone and cable services; CenturyLink for telephone service; and Wilderness Garbage & Recycling for solid waste service.

Based on the above, Staff agrees and finds this criterion will be met.

- C. *The tentative plan for the proposed subdivision meets the requirements of ORS 92.090.***

**FINDING:** The requirements of ORS 92.090 are addressed in this decision.

- D. *For subdivision or portions thereof proposed within a Surface Mining Impact Area (SMIA) zone under DCC Title 18, the subdivision creates lots on which noise or dust sensitive uses can be sited consistent with the requirements of DCC 18.56, as amended, as demonstrated by the site plan and accompanying information required under DCC 17.16.030.***

**FINDING:** The subject property is not within a SMIA Combining Zone. This criterion does not apply.

- E. *The subdivision name has been approved by the County Surveyor.***

**FINDING:** Staff includes a condition of approval to ensure compliance.

Subdivision Name. Prior to final plat approval, the owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.

Section 17.16.105. Access to Subdivisions.

***No proposed subdivision shall be approved unless it would be accessed by roads constructed to County standards and by roads under one of the following conditions:***

- A. *Public roads with maintenance responsibility accepted by a unit of local or state government or assigned to landowners or homeowners association by covenant or agreement; or***



- B. Private roads, as permitted by DCC Title 18, with maintenance responsibility assigned to landowners or homeowners associations by covenant or agreement pursuant to ORS 105; or**
- C. This standard is met if the subdivision would have direct access to an improved collector or arterial or in cases where the subdivision has no direct access to such a collector or arterial, by demonstrating that the road accessing the subdivision from a collector or arterial meets relevant County standards that maintenance responsibility for the roads has been assigned as required by this section.**

**FINDING:** The subdivision will be connected to Vandever Road, a public road classified as a collector which is maintained by the county, via Elk Run Drive, the north-south internal resort road. Lots will be directly accessed via Rock Stream Lane. These roads are private internal Resort roads to be maintained by the Homeowners Association. These criteria will be met.

#### **Chapter 17.24, Final Plat.**

##### Section 17.24.030, Submission for Phased Development.

- A. If a tentative plan is approved for phased development, the final plat for the first phase shall be filed within two years of the approval date for the tentative plan.**
- B. The final plats for any subsequent phase shall be filed within three years of the recording date of the final plat for the first phase.**
- C. The applicant may request an extension for any final plat under DCC 17.24 in the manner provided for in DCC 17.24.020(B).**
- D. If the applicant fails to file a final plat, the tentative plan for those phases shall become null and void.**

**FINDING:** The applicant provided the following findings,

The applicant proposes to develop Phase E in two phases.

Based on the intention to phase the subdivision, the following condition of approval apply.

Phased Subdivision: If a tentative plan is approved for phased development, the final plat for the first phase shall be filed within two years of the approval date for the tentative plan. The final plats for any subsequent phase shall be filed within three years of the recording date of the final plat for the first phase.

The above standards do not apply if the subdivision is platted in one phase.

##### Section 17.24.120. Improvement Agreement.

- A. The subdivider may, in lieu of completion of the required repairs to existing streets and facilities, and improvements as specified in the tentative plan, request the County to approve an agreement between himself and the County specifying the**



***schedule by which the required improvements and repairs shall be completed; provided, however, any schedule of improvements and repairs agreed to shall not exceed on[e] year from the date the final plat is recorded, except as otherwise allowed by DCC 17.24.120(F) below. The agreement shall also provide the following:***

...

**FINDING:** The applicant is not requesting an Improvement Agreement at this time. However, if needed, any such request will need to comply with the applicable criteria for improvement agreements.

## **Chapter 17.36, Design Standards**

### Section 17.36.020. Streets.

- A. *The location, width and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system for all modes of transportation, including pedestrians, bicycles and automobiles, with intersection angles, grades, tangents and curves appropriate for the traffic to be carried, considering the terrain. The subdivision or partition shall provide for the continuation of the principal streets existing in the adjoining subdivision or partition or of their property projection when adjoining property which is not subdivided, and such streets shall be of a width not less than the minimum requirements for streets set forth in DCC 17.36.***

**FINDING:** The proposed streets serving the tentative plat were approved as part of the CMP and FMP. Proposed lots front along via Rock Stream Lane, a private street which ultimately connects to Vandevent Road to the south. The private street provides circulation for the interior of the platted area. Being a part of a resort, the platted area will also be served with multi-use paths, ensuring that all modes of transportation are accommodated in the circulation plan for the platted area and the resort as a whole. Rock Stream Lane will connect to the existing Lava Springs Loop. Streets have been designed with the topography in mind, ensuring that all grades meet established county standards. Street widths were approved as part of the CMP/FMP approval process. Staff finds this criterion will be met.

- B. *Streets in subdivisions shall be dedicated to the public, unless located in a destination resort, planned community or planned or cluster development, where roads can be privately owned. Planned developments shall include public streets where necessary to accommodate present and future through traffic.***

**FINDING:** The proposed streets within the destination resort subdivision will be private. This criterion will be met.

### Section 17.36.040. Existing Streets.



***Whenever existing streets, adjacent to or within a tract, are of inadequate width to accommodate the increase in traffic expected from the subdivision or partition or by the County roadway network plan, additional rights of way shall be provided at the time of the land division by the applicant. During consideration of the tentative plan for the subdivision or partition, the Planning Director or Hearings Body, together with the Road Department Director, shall determine whether improvements to existing streets adjacent to or within the tract, are required. If so determined, such improvements shall be required as a condition of approval for the tentative plan. Improvements to adjacent streets shall be required where traffic on such streets will be directly affected by the proposed subdivision or partition.***

**FINDING:** The Road Department did not identify any existing streets which require additional dedication of right-of-way. This criterion does not apply.

Section 17.36.050. Continuation of Streets.

***Subdivision or partition streets which constitute the continuation of streets in contiguous territory shall be aligned so that their centerlines coincide.***

**FINDING:** Rock Stream Lane as proposed with this plat will connect to Lava Springs Loop, an existing street within the resort property. It is not a continuation of Lava Springs Loop; therefore, this criterion does not apply.

Section 17.36.060. Minimum Right of Way and Roadway Width.

***The street right of way and roadway surfacing widths shall be in conformance with standards and specifications set forth in DCC 17.48. Where DCC 17.48 refers to street standards found in a zoning ordinance, the standards in the zoning ordinance shall prevail.***

**FINDING:** The applicant provided the following findings.

As part of the CMP and FMP approvals, the county recognized that the south entry and north entry roads did not meet county standards, but recognized that the proposed 18-foot width roads allow for slower travel speeds, and that bicycles and pedestrians would utilize adjacent multi-use paths rather than road right of way. Consequently, where the proposed streets do not meet the 20-foot minimum, the county has already approved the adjustment to the narrower roads. No further county approval is required for the proposed streets/roads.

Proposed private streets within Phase E include 60-foot-right-of-way widths with 20-foot-wide paved sections, complying with DCC 17.48 for private roads. This criterion will be met.

Section 17.36.070. Future Resubdivision.

***Where a tract of land is divided into lots or parcels of an acre or more, the Hearings Body***



***may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in DCC Title 17.***

**FINDING:** Given the property's intended use as part of a destination resort approved under a master plan, staff finds it is unnecessary to modify the arrangement of lots and streets to permit future re-subdivision.

Section 17.36.080. Future Extension of Streets.

***When necessary to give access to or permit a satisfactory future division of adjoining land, streets shall be extended to the boundary of the subdivision or partition.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP, and the Phase A through D plats have established the road circulation pattern in the resort. The current application extends existing streets as previously approved. Thus, all roads within the subdivision have been extended to the boundary of the subdivision.

Based on staff's review of the TP, staff agrees. This criterion will be met.

Section 17.36.100. Frontage Roads.

***If a land division abuts or contains an existing or proposed collector or arterial street, the Planning Director or Hearings Body may require frontage roads, reverse frontage lots or parcels with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or other treatment necessary for adequate protection of residential properties and to afford separation of through and local traffic. All frontage roads shall comply with the applicable standards of Table A of DCC Title 17, unless specifications included in a particular zone provide other standards applicable to frontage roads.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. No frontage roads were proposed. Frontage roads are not required under this section.

Given the buffer provided by the WMT along Vandevent Road and Century Drive, staff agrees no frontage roads are required.

Section 17.36.110. Streets Adjacent to Railroads, Freeways and Parkways.

***When the area to be divided adjoins or contains a railroad, freeway or parkway, provision***



***may be required for a street approximately parallel to and on each side of such right of way at a distance suitable for use of the land between the street and railroad, freeway or parkway. In the case of a railroad, there shall be a land strip of not less than 25 feet in width adjacent and along the railroad right of way and residential property. If the intervening property between such parallel streets and a freeway or a parkway is less than 80 feet in width, such intervening property shall be dedicated to park or thoroughfare use. The intersections of such parallel streets, where they intersect with streets that cross a railroad, shall be determined with due consideration at cross streets of a minimum distance required for approach grades to a future grade separation and right of way widths of the cross street.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. The area to be subdivided does not contain a railroad, freeway or parkway. The BNSF main line and Highway 97, while in close proximity, are not within the resort nor the area to be subdivided.

Staff agrees and finds the criterion does not apply.

Section 17.36.120. Street Names.

***Except for extensions of existing streets, no street name shall be used which will duplicate or be confused with the name of an existing street in a nearby city or in the County. Street names and numbers shall conform to the established pattern in the County and shall require approval from the County Property Address Coordinator.***

**FINDING:** Staff includes a condition of approval to ensure compliance.

Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.

Section 17.36.130. Sidewalks.

- A. Within an urban growth boundary, sidewalks shall be installed on both sides of a public road or street and in any special pedestrian way within the subdivision or partition, and along any collectors and arterials improved in accordance with the subdivision or partition approval.***
- B. Within an urban area, sidewalks shall be required along frontage roads only on the side of the frontage road abutting the development.***
- C. Sidewalk requirements for areas outside of urban areas are set forth in DCC 17.48.175. In the absence of a special requirement set forth by the Road Department Director under DCC 17.48.030, sidewalks and curbs are never required in rural areas outside unincorporated communities as that term is defined in DCC Title 18.***

**FINDING:** The subject property is not within an urban growth boundary, in an urban area, or in an



unincorporated community. The Road Department did not require sidewalks under DCC 17.48.030. These criteria do not apply.

Section 17.36.140. Bicycle, Pedestrian and Transit Requirements.

***Pedestrian and Bicycle Circulation within Subdivision.***

***A. The tentative plan for a proposed subdivision shall provide for bicycle and pedestrian routes, facilities and improvements within the subdivision and to nearby existing or planned neighborhood activity centers, such as schools, shopping areas and parks in a manner that will:***

- 1. Minimize such interference from automobile traffic that would discourage pedestrian or cycle travel for short trips;***
- 2. Provide a direct route of travel between destinations within the subdivision and existing or planned neighborhood activity centers, and***
- 3. Otherwise meet the needs of cyclists and pedestrians, considering the destination and length of trip.***

**FINDING:** The applicant provided the following findings,

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. These facilities connect to the existing resort and will include future connections to the Sunriver Business Park during construction of later phases of the resort. The goal of providing these paths is for both recreational purposes and to minimize the need for owners and guests to use automobiles when accessing resort services. Trail connections extend all the way to Sunriver and provide a complete network of bicycle and pedestrian routes throughout the resort, the subdivision and the larger Sunriver community.

Staff notes that the tentative plat does not show the location of the required multi-use paths as the paths are not platted as separate tracts. Rather, paths are included within common area or private road tracts. Staff includes the following condition of approval requiring construction of the paths consistent with the FMP.

Multi-Use Pathways: Multi-use pathways shall be constructed consistent with the pathway locations shown on the FMP.

***B. Subdivision layout.***

- 1. Cul-de-sacs or dead-end streets shall be allowed only where, due to topographical or environmental constraints, the size and shape of the parcel, or a lack of through-street connections in the area, a street connection is determined by the Planning Director or Hearings Body to be infeasible or inappropriate. In such instances, where applicable and feasible, there shall be a bicycle and pedestrian connection connecting the ends of cul-de-sacs to streets or neighborhood activity centers on the opposite side of the block.***
- 2. Bicycle and pedestrian connections between streets shall be provided at mid***



***block where the addition of a connection would reduce the walking or cycling distance to an existing or planned neighborhood activity center by 400 feet and by at least 50 percent over other available routes.***

3. ***Local roads shall align and connect with themselves across collectors and arterials. Connections to existing or planned streets and undeveloped properties shall be provided at no greater than 400-foot intervals.***
4. ***Connections shall not be more than 400 feet long and shall be as straight as possible.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. No cul-de-sacs are planned. As shown on the approved FMP, the entire subdivision is served by a series of paths at the rear of a majority of the lots, with access to additional pathways in the common areas within the subdivision. The pathways provide far more connectivity [than] is required under this section. No roads cross any collector streets, so there is no need to align streets as required.

No cul-de-sacs or dead-end streets are proposed with this subdivision. No connections to arterial or collectors are proposed with this subdivision. The applicable criteria are met.

**C. *Facilities and Improvements.***

1. ***Bikeways may be provided by either a separate paved path or an on street bike lane, consistent with the requirements of DCC Title 17.***
2. ***Pedestrian access may be provided by sidewalks or a separate paved path, consistent with the requirements of DCC Title 17.***

**FINDING:** The TP proposes separate paved multi-use paths for bicycles and pedestrians. There are no minimum dimensional standards for separate multi-use paths in destination resorts in Title 17.

3. ***Connections shall have a 20 foot right of way, with at least a 10 foot usable surface.***

**FINDING:** The applicant provides the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. As shown on the approved FMP, the entire subdivision is served by a series of paths at the rear of a majority of the lots, with access to additional pathways in the common areas within the subdivision. The pathways provide far more connectivity [than] is required under this section. No roads cross any collector streets, so there is no need to align streets as required.



Staff finds this criterion will be met.

Section 17.36.150. Blocks.

- A. General.** *The length, width and shape of blocks shall accommodate the need for adequate building site size, street width and direct travel routes for pedestrians and cyclists through the subdivision and to nearby neighborhood activity centers, and shall be compatible with the limitations of the topography.*
- B. Size.** *Within an urban growth boundary, no block shall be longer than 1,200 feet between street centerlines. In blocks over 800 feet in length, there shall be a cross connection consistent with the provisions of DCC 17.36.140.*

**FINDING:** The applicant provides the following findings.

As part of the CMP and FMP approval, the county approved the width and shapes of the blocks. The block pattern is designed for a resort development and is not intended to have a grid pattern. The block pattern in the subdivision allows for a variety of lot sizes to accommodate a range of building types/sizes. Both the streets and multi-use paths provide direct travel routes throughout the site and to the surrounding area. The property is not within an urban growth boundary, so subsection (B) does not apply.

Staff agrees and finds criterion A will be met. The property is not within an urban growth boundary. Therefore, criterion B does not apply.

Section 17.36.160. Easements.

- A. Utility Easements.** *Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.*

**FINDING:** The applicant provides the following findings.

All lots include the easements required under this section. In addition, the CC&Rs for the property include specific provisions for easements along property lines. As explained in connection with the Phase A through C plats, where easements border the front property line, the adjacent private street tracts are specifically permitted to include utilities. Consequently, the effective easement area is the 10-foot area on the lot, together with the width of the private street tract—well exceeding the 12-foot requirement.

Staff includes a condition of approval to ensure compliance.



Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.

- B. *Drainage. If a tract is traversed by a watercourse such as a drainageway, channel or stream, there shall be provided a stormwater easement or drainage right of way conforming substantially with the lines of the watercourse, or in such further width as will be adequate for the purpose. Streets or parkways parallel to major watercourses or drainageways may be required.***

**FINDING:** The subject property is not traversed by a watercourse. This criterion does not apply.

Section 17.36.170. Lots Size and Shape.

***The size, width and orientation of lots or parcels shall be appropriate for the location of the land division and for the type of development and use contemplated, and shall be consistent with the lot or parcel size provisions of DCC Title 18 through 21, with the following exceptions:***

**FINDING:** The applicant provides the following findings.

The county approved the general lot size and orientation as part of the CMP and FMP approvals. The lots are of various sizes and allow for generous setbacks and a variety of building types.

The criteria will be met.

- A. *In areas not to be served by a public sewer, minimum lot and parcel sizes shall permit compliance with the requirements of the Department of Environmental Quality and the County Sanitarian, and shall be sufficient to permit adequate sewage disposal. Any problems posed by soil structure and water table and related to sewage disposal by septic tank shall be addressed and resolved in the applicant's initial plan.***
- B. *Where property is zoned and planned for business or industrial use, other widths and areas may be permitted by the Hearings Body. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off street service and parking facilities required by the type of use and development contemplated.***

**FINDING:** The applicant provides the following findings.



The property will be served by sewer facilities and is not designated for business or industrial use, so subsections (A) and (B) do not apply.

Staff agrees and finds these criteria do not apply.

Section 17.36.180. Frontage.

- A. *Each lot or parcel shall abut upon a public road, or when located in a planned development or cluster development, a private road, for at least 50 feet, except for lots or parcels fronting on the bulb of a cul de sac, then the minimum frontage shall be 30 feet, and except for partitions off of U.S. Forest Service or Bureau of Land Management roads. Frontage for partitions off U.S. Forest Service or Bureau of Land Management roads shall be decided on a case by case basis based on the location of the property, the condition of the road, and the orientation of the proposed parcels, but shall be at least 20 feet. In the La Pine Neighborhood Planning Area Residential Center District, lot widths may be less than 50 feet in width, as specified in DCC 18.61, Table 2: La Pine Neighborhood Planning Area Zoning Standards. Road frontage standards in destination resorts shall be subject to review in the conceptual master plan.***
- B. *All side lot lines shall be at right angles to street lines or radial to curved streets wherever practical.***

**FINDING:** Based on staff's review of the TP, these criteria will be met.

Section 17.36.190. Through Lots.

***Lots or parcels with double frontage should be avoided except where they are essential to provide separation of residential development from major street or adjacent nonresidential activities to overcome specific disadvantages of topography and orientation. A planting screen easement of at least 10 feet in width and across which there shall be no right of access may be required along the lines of lots or parcels abutting such a traffic artery or other incompatible use.***

**FINDING:** No proposed lots have double frontage. This criterion will be met.

Section 17.36.200. Corner Lots.

***Within an urban growth boundary, corner lots or parcels shall be a minimum of five feet more in width than other lots or parcels, and also shall have sufficient extra width to meet the additional side yard requirements of the zoning district in which they are located.***

**FINDING:** The subject property is not within an urban growth boundary. This criterion does not apply.



Section 17.36.210. Solar Access Performance.

- A. As much solar access as feasible shall be provided each lot or parcel in every new subdivision or partition, considering topography, development pattern and existing vegetation. The lot lines of lots or parcels, as far as feasible, shall be oriented to provide solar access at ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st. If it is not feasible to provide solar access to the southern building line, then solar access, if feasible, shall be provided at 10 feet above ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st, and three hours before and after the solar zenith from March 22nd to September 21st.**
- B. This solar access shall be protected by solar height restrictions on burdened properties for the benefit of lots or parcels receiving the solar access.**
- C. If the solar access for any lot or parcel, either at the southern building line or at 10 feet above the southern building line, required by this performance standard is not feasible, supporting information must be filed with the application.**

**FINDING:** Pursuant to the FMP approval, the annexation property is not subject to solar setback standards. These criteria do not apply.

Section 17.36.220. Underground Facilities.

**Within an urban growth boundary, all permanent utility services to lots or parcels in a subdivision or partition shall be provided from underground facilities; provided, however, the Hearings Body may allow overhead utilities if the surrounding area is already served by overhead utilities and the proposed subdivision or partition would create less than 10 lots. The subdivision or partition shall be responsible for complying with requirements of DCC 17.36.220, and shall:**

- A. Obtain a permit from the Road Department for placement of all underground utilities.**
- B. Make all necessary arrangements with the utility companies and other persons or corporations affected by the installation of such underground utilities in accordance with the rules and regulations of the State Public Utility Commission.**
- C. All underground utilities, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of such streets to the extent practicable, and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street improvements when service connections are made.**

**FINDING:** The subject property is not within an urban growth boundary. These criteria do not apply.

Section 17.36.230. Grading of Building Sites.

**Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:**

- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet**



*horizontally.*

- B. *Fill slope ratios shall not exceed one foot vertically to two feet horizontally.***
- C. *The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.***
- D. *When filling or grading is contemplated by the subdivider, he shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.***

**FINDING:** The applicant provides the following findings.

Grading will be required on the lots and road areas to accommodate construction and road building. At the time of construction, the developer will address the standards above and provide any required plans to the county.

To ensure compliance, staff includes conditions of approval.

Grading of Building Sites. At all times, grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:

- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
- B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
- C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.

Grading Plans. When filling or grading is contemplated by the subdivider, prior to final plat approval, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.

Section 17.36.250. Lighting.

***Within an urban growth boundary, the subdivider shall provide underground wiring to the County standards, and a base for any proposed ornamental street lights at locations approved by the affected utility company.***

**FINDING:** The subject property is not within an urban growth boundary. This criterion does not apply.

Section 17.36.260. Fire Hazards.

***Whenever possible, a minimum of two points of access to the subdivision or partition shall***



***be provided to provide assured access for emergency vehicles and ease resident evacuation.***

**FINDING:** The applicant provides the following findings.

The subdivision will have two points of ingress and egress, both connecting to Elk Run Drive. From Elk Run Drive, egress is provided to the south at Vandever Road, then to the northwest through the existing portions of the resort via Trailmere Circle.

Staff agrees and finds this criterion will be met.

Section 17.36.270. Street Tree Planting.

***Street tree planting plans, if proposed, for a subdivision or partition, shall be submitted to the Planning Director and receive his approval before the planting is begun.***

**FINDING:** The TP does not include any street trees. This criterion does not apply.

Section 17.36.280. Water and Sewer Lines.

***Where required by the applicable zoning ordinance, water and sewer lines shall be constructed to County and city standards and specifications. Required water mains and service lines shall be installed prior to the curbing and paving of new streets in all new subdivisions or partitions.***

**FINDING:** The applicant provides the following findings.

The subdivision will be served by sewer and water lines. All mains will be constructed to applicable standards, including those of Sunriver Environmental and Sunriver Water. Lines will be constructed at the time of street construction and prior to paving and any curbing.

Staff finds this criterion will be met.

Section 17.36.290. Individual Wells.

***In any subdivision or partition where individual wells are proposed, the applicant shall provide documentation of the depth and quantity of potable water available from a minimum of two wells within one mile of the proposed land division. Notwithstanding DCC 17.36.300, individual wells for subdivisions are allowed when parcels are larger than 10 acres.***

**FINDING:** The TP does not include any individual wells. This criterion does not apply.

Section 17.36.300. Public Water System.



***In any subdivision or partition where a public water system is required or proposed, plans for the water system shall be submitted and approved by the appropriate state or federal agency. A community water system shall be required where lot or parcel sizes are less than one acre or where potable water sources are at depths greater than 500 feet, excepting land partitions. Except as provided for in DCC 17.24.120 and 17.24.130, a required water system shall be constructed and operational, with lines extended to the lot line of each and every lot depicted in the proposed subdivision or partition plat, prior to final approval.***

**FINDING:** The TP does not include a public water system. This criterion does not apply.

## **Chapter 17.44, Park Development**

### Section 17.44.010. Dedication of Land.

- A. For subdivisions or partitions inside an urban growth boundary, the developer shall set aside and dedicate to the public for park and recreation purposes not less than eight percent of the gross area of such development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.***
- B. For subdivisions or partitions outside of an urban growth boundary, the developer shall set aside a minimum area of the development equal to \$350 per dwelling unit within the development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.***
- C. For either DCC 17.44.010 (A) or (B), the developer shall either dedicate the land set aside to the public or develop and provide maintenance for the land set aside as a private park open to the public.***
- D. The Planning Director or Hearings Body shall determine whether or not such land is suitable for park purposes.***
- E. If the developer dedicates the land set aside in accordance with DCC 17.44.010 (A) or (B), any approval by the Planning Director or Hearings Body shall be subject to the condition that the County or appropriate park district accept the deed dedicating such land.***
- F. DCC 17.44.010 shall not apply to the subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.***

**FINDING:** The applicant provides the following findings.

As with the Phase A through D plats, the application will pay the fee in lieu charge of \$350 per dwelling unit.

Because the annexation property is outside of an urban growth boundary, staff finds subsection (B) applies and requires the developer to set aside land equal to \$350 per dwelling unit.

### Section 17.44.020. Fee in Lieu of Dedication.



- A. *In the event there is no suitable park or recreation area or site in the proposed subdivision or partition, or adjacent thereto, then the developer shall, in lieu of setting aside land, pay into a park acquisition and development fund a sum of money equal to the fair market value of the land that would have been donated under DCC 17.44.010 above. For the purpose of determining the fair market value, the latest value of the land, unplatted and without improvements, as shown on the County Assessor's tax roll shall be used. The sum so contributed shall be deposited with the County Treasurer and be used for acquisition of suitable area for park and recreation purposes or for the development of recreation facilities. Such expenditures shall be made for neighborhood or community facilities at the discretion of the Board and/or applicable park district.***
- B. *DCC 17.44.020 shall not apply to subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.***

**FINDING:** Staff includes a condition of approval requiring payment of the park fee prior to final plat approval. The total park fee for the proposed subdivision is \$13,300 (\$350 x 38 dwelling units).

Park Fee. Prior to final plat approval, the owner shall pay the \$13,300 park fee.

Section 17.44.030. Annexation Agreement.

***No partition or subdivision of land lying within the Bend Urban Growth Boundary, including the urban reserve areas, but outside the boundaries of the Bend Metro Park and Recreation District, shall be approved unless the landowner has signed an annexation agreement with the Bend Metro park and Recreation District.***

**FINDING:** The subject property is not located within one of the identified areas. These criteria do not apply.

## **Chapter 17.48, Design and Construction Specifications**

Section 17.48.100. Minimum Right of Way Width.

***The minimum right of way width is 60 feet unless specified otherwise in Table A (or in any right of way specifications set forth for a particular zone in a zoning ordinance). (See Table A set out at the end of DCC Title 17.)***

**FINDING:** Based on the TP, all roads will be constructed within an 60-foot right-of-way. This criterion will be met.

Section 17.48.110. Turn Lanes.

***When a turn lane is required, it shall be a minimum of 14 feet in width, except where road specifications in a zoning ordinance provide for travel lanes of lesser width. Additional right of way may be required.***



**FINDING:** No turn lanes are proposed or required. This criterion does not apply.

Section 17.48.120. Partial Width Roads.

***Partial width roads or half streets shall not be allowed.***

**FINDING:** No partial width roads or half streets are proposed. This criterion will be met.

Section 17.48.130. Road Names.

***All roads shall be named in conformance with the provisions of the Deschutes County uniform road naming system set forth in DCC Title 16.***

**FINDING:** As noted previously, staff includes a condition of approval to ensure all road names are approved by the County Property Address Coordinator, pursuant to Title 16.

Section 17.48.140. Bikeways.

**A. General Design Criteria.**

1. ***Bikeways shall be designed in accordance with the current standards and guidelines of the Oregon (ODOT) Bicycle and Pedestrian Plan, the American Association of State Highway Transportation Officials (AASHTO) Guide for Development of New Bicycle Facilities, and the Deschutes County Bicycle Master Plan. See DCC 17.48 Table B.***
2. ***All collectors and arterials shown on the County Transportation Plan map shall be constructed to include bikeways as defined by the Deschutes County Bicycle Master Plan.***
3. ***If interim road standards are used, interim bikeways and/or walkways shall be provided. These interim facilities shall be adequate to serve bicyclists and pedestrians until the time of road upgrade.***

**FINDING:** No separate bikeways are proposed. These criteria do not apply.

**B. Multi-use Paths.**

1. ***Multi-use paths shall be used where aesthetic, recreation and safety concerns are primary and a direct route with few intersections can be established. If private roads are constructed to a width of less than 28 feet, multi-use paths shall be provided.***
2. ***Multi-use paths are two way facilities with a standard width of 10 feet, but with a 12 foot width if they are subjected to high use by multiple users. These paths shall meet County multi-use path standards and shall connect with bike facilities on public roads.***

**FINDING:** The applicant provides the following findings.



The CMP and FMP approved the circulation and road network for the resort. A key component of the resort circulation plan is the inclusion of an extensive multi-use path network meeting the county's design requirements.

Per the TP, the multi-use paths will be 10 feet in width. Given the limited number of lots within the Resort and annexation property, staff finds these paths are not likely to be subject to high use by multiple users. For this reason, staff finds the 12-foot width is not required.

- C. *Bike Lanes. Six foot bike lanes shall be used on new construction of curbed arterials and collectors.***
- D. *Shoulder Bikeways.***
  - 1. *Shoulder bikeways shall be used on new construction of uncurbed arterials and collectors.***
  - 2. *Shoulder bikeways shall be at least four feet wide. Where the travel lane on an existing arterial or collector is not greater than eleven feet, the bikeway shall be a minimum of four feet wide.***

**FINDING:** No new collectors or arterials are proposed. These criteria do not apply.

- E. *Mountain Bike Trails.***
  - 1. *Mountain bike (dirt or other unpaved surface) trails may be used as recreational or interim transportation facilities.***
  - 2. *Trails used for transportation shall have a two foot minimum tread width and a six foot minimum clearing width centered over the trail, and a minimum overhead clearance of seven feet. Trails used solely for recreational use may be narrower with less clearing of vegetation.***

**FINDING:** The TP does not include mountain bike trails. These criteria do not apply.

Section 17.48.150. Structures.

***All structures that carry a road or cross over a road shall be designed to have a 50 year life span. All designs must be approved by the Road Department Director and other affected public or private agencies.***

**FINDING:** The TP does not propose any structures to carry a road or cross over a road. This criterion does not apply.

Section 17.48.160. Road Development Requirements Standards.

- A. *Subdivision Standards. All roads in new subdivisions shall either be constructed to a standard acceptable for inclusion in the County maintained system or the subdivision shall be part of a special road district or a homeowners association in a planned unit development.***



**FINDING:** All proposed private roads will be subject to maintenance pursuant to the homeowners association and CC&Rs. This criterion will be met.

**B. *Improvements of Public Rights of Way.***

1. *The developer of a subdivision or partition will be required to improve all public ways that are adjacent or within the land development.*
2. *All improvements within public rights of way shall conform to the improvement standards designated in DCC Title 17 for the applicable road classification, except where a zoning ordinance sets forth different standards for a particular zone*

**FINDING:** No public rights-of-way are proposed or required. As noted in this decision, all proposed roads will be private. These criteria do not apply.

**C. *Primary Access Roads.***

1. *The primary access road for any new subdivision shall be improved to the applicable standard set forth in Table A.*
2. *The applicable standard shall be determined with reference to the road's classification under the relevant transportation plan.*
3. *For the purposes of DCC 17.48.160 a primary access road is a road leading to the subdivision from an existing paved county, city or state maintained road that provides the primary access to the subdivision from such a road.*

**FINDING:** The applicant provides the following findings.

As approved in the CMP and FMP, all roads within the resort are private and will be dedicated as common area under the applicable CC&Rs for the resort. As part of the CMP and FMP approvals, no improvements to Vandevent Road were identified and are therefore not required as a part of this application. Also as part of the CMP and FMP, the county approved the road widths for the access road connecting to Vandevent Road. The subdivision will have two access points: one extending from Trailmere Circle in the existing resort, and a new access point connecting to Vandevent Road. These roads will be constructed at the time of infrastructure development for the subdivision. No cul-de-sacs are proposed nor are any frontage roads.

Staff finds all proposed roads will comply with the requirements of Title 17 and Table A.

**D. *Secondary Access Roads. When deemed necessary by the County Road Department or Community Development Department, a secondary access road shall be constructed to the subdivision. Construction shall be to the same standard used for roads within the subdivision.***

**FINDING:** The subdivision will have two access points: one extending from Trailmere Circle in the existing resort and the existing access at Vandevent Road. This criterion will be met.



- E. Stubbed Roads.** *Any proposed road that terminates at a development boundary shall be constructed with a paved cul-de-sac bulb.*
- F. Cul-de-sacs.**
  - 1.** *Cul-de-sacs shall have a length of less than 600 feet, unless a longer length is approved by the applicable fire protection district, and more than 100 feet from the center of the bulb to the intersection with the main road.*
  - 2.** *The maximum grade on the bulb shall be four percent.*
- G. Frontage Roads.** *Right of way widths shall be 40 feet when immediately adjacent to a main highway/arterial; 60 feet when the frontage road is separated from the highway or arterial by private land or as set forth for a particular zone in the zoning ordinance.*

**FINDING:** The TP does not include roadways which terminate at a development boundary. No cul-de-sacs or frontage roads are proposed or required. These criteria do not apply.

Section 17.48.170. Road Development Requirements Partitions.

**Roadway improvements within a partition and to a road maintained by a public agency shall be constructed prior to final approval of the partition, depending on the maximum parcel size as follows:**

- A.** *For a parcel size of 10 acres or larger, the minimum road improvement standard shall be 20 feet wide with five inches of aggregate surfacing (cinders are acceptable), the centerline of which coincides with the centerline of the right of way;*
- B.** *For a parcel size of less than 10 acres, the road standards used shall be the same as for a subdivision.*

**FINDING:** The applicant does not propose a partition. These criteria do not apply.

Section 17.48.175. Road Development Requirements – Unincorporated Communities.

- A. Standards.**
  - 1.** *In the La Pine Urban Unincorporated Community, all roads shall be improved as specified for the applicable classification in Table A of DCC Title 17.*
  - 2.** *In the Terrebonne Rural Community, all improvements to public rights of way shall conform to the road development standards for Terrebonne in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.*
  - 3.** *In the Tumalo Rural Community, all improvements to public rights of way shall conform to the Tumalo road development standards in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.*
  - 4.** *In the Sunriver Urban Unincorporated Community, all roads shall conform to the road development standards in DCC 17.48.180.*
  - 5.** *No curbs or sidewalks are required in the Sunriver UUC or the rural service*



*centers of Alfalfa, Brothers, Hampton, Millican, Whistle Stop, Wickiup Junction, Wild Hunt, Deschutes River Woods and Spring River.*

- B. All required road improvements shall be located on the applicant's side of the road, unless the subject property lies on both sides of the road.**

**FINDING:** The subject property is not within an unincorporated community. These criteria do not apply.

Section 17.48.180. Private Roads.

***The following minimum road standards shall apply for private roads:***

- A. The minimum paved roadway width shall be 20 feet in planned unit developments and cluster developments with two foot wide gravel shoulders;**
- B. Minimum radius of curvature, 50 feet;**
- C. Maximum grade, 12 percent;**
- D. At least one road name sign will be provided at each intersection for each road;**
- E. A method for continuing road maintenance acceptable to the County;**
- F. Private road systems shall include provisions for bicycle and pedestrian traffic.**
  - 1. In cluster and planned developments limited to ten dwelling units, the bicycle and pedestrian traffic can be accommodated within the 20-foot wide road.**
  - 2. In other developments, shoulder bikeways shall be a minimum of four feet wide, paved and striped, with no on street parking allowed within the bikeway, and when private roads are developed to a width of less than 28 feet, bike paths constructed to County standards shall be required.**

**FINDING:** The applicant provides the following findings.

All roadway widths were approved by the county as part of the CMP and FMP process, with the county acknowledging that the 18-foot width was appropriate for the Vandevent Road access point. As shown on the plat, the proposed roads meet the curvature and grade requirements. At time of development and after approval of road names, road name signage will be posted as required. In terms of maintenance, as private roads within common areas, roads will be maintained by the homeowners' association as set forth in the CC&Rs applicable to the subdivision. Separate bike lanes are not proposed because the subdivision will include an extensive network of multi-use paths.

Staff agrees and finds criterion D will be met with a condition of approval to ensure compliance.

Road Name Sign. At all times, at least one road name sign will be provided at each intersection for each road.

Section 17.48.190. Drainage.

- A. Minimum Requirements.**

- 1. Drainage facilities shall be designed and constructed to receive and/or**



***transport at least a design storm as defined in the current Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council and all surface drainage water coming to and/or passing through the development or roadway.***

- 2. *The system shall be designed for maximum allowable development.***

**FINDING:** The applicant provides the following findings.

The drainage for the subdivision and the larger expansion area follows the same parameters for handling stormwater flows as the existing Caldera Springs Phase 1. The objective of the surface drainage system is to carry surface flows across the property in the pattern that they have historically followed, keeping these flows attenuated such that the concentration of flows from newly created impervious areas such that runoff not concentrated or increased. The main focus of this plan is a requirement in the Caldera Springs regulations that require each property owner to provide on their individual sites surface depressions of sufficient quantity and configuration to retain a volume of runoff equal to or exceeding the volume of runoff from the newly created impervious areas resulting from a sudden stormwater event. In addition, each property is required to accept and conduct existing overland flow through their property without diverting that flow onto adjacent properties. As this overland flow continues it eventually reaches one of the Caldera Springs lakes or golf course swales, where further attenuation occurs. The accumulated flow is then discharged from the Caldera Springs property through a flow control structure that discharge flow rates to historical levels, discharging to the S. Century Drive drainage ditch, which then connects by culvert to golf course lake 12 in Crosswater, with any overflow discharging into wetlands.

Staff notes the application materials include *Caldera Springs Annexation Phase II Stormwater Report* ("Stormwater Report"; dated July 2021) which explains and illustrates how drainage facilities for the annexation property will be designed and constructed to receive and/or transport at least a design storm as defined in the current Central Oregon Stormwater Manual. These criteria will be met.

**B. *Curbed Sections.***

- 1. *Storm drains within curbed streets shall be designed per the requirements of the current Central Oregon Stormwater Manual created by the Central Oregon Intergovernmental Council.***
- 2. *Catchbasins shall be constructed in accordance with standard as determined by the Road Department Director.***

**FINDING:** No curbed streets are proposed. These criteria do not apply.

**C. *Noncurbed Sections.***

- 1. *Road culverts shall be concrete or metal with a minimum design life of 50 years.***
- 2. *All cross culverts shall be 18 inches in diameter or larger.***
- 3. *Culverts shall be placed in natural drainage areas and shall provide positive drainage.***



**FINDING:** The Stormwater Report indicates these criteria will be met. Staff includes a condition of approval to ensure compliance.

Culverts. The proposed development shall incorporate the following design standards.

- A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
- B. All cross culverts shall be 18 inches in diameter or larger.
- C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

**D. *Drainage Swales. The Design Engineer is responsible to design a drainage swale adequate to control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council.***

**FINDING:** Staff includes a condition of approval to ensure compliance.

Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. An engineer's stamp on the final plat will also demonstrate compliance.

**E. *Drainage Plans. A complete set of drainage plans including hydraulic and hydrologic calculations shall be incorporated in all road improvement plans.***

**FINDING:** Drainage plans will be reviewed by the Road Department as part of their review of road improvement plans.

**F. *Drill Holes. Drill holes are prohibited.***

**FINDING:** No drill holes are proposed. This criterion will be met.

**G. *Injection wells (drywells) are prohibited in the public right-of-way.***

**FINDING:** No public rights-of-way are proposed. This criterion does not apply.

Section 17.48.210. Access.

**A. *Permit Required. Access onto public right of way or change in type of access shall require a permit. Permits are applied for at offices of the Community Development Department.***

**FINDING:** The TP does not include a new access onto a public right-of-way. The applicant received Driveway Access approval from the County Road Department for the Elk Run Drive connection onto Vandevent Road (Driveway Access # 247-21-009321-DA). This requirement is met.

**B. *Access Restrictions and Limitations. The creation of access onto arterials and***



***collectors is prohibited unless there is no other possible means of accessing the parcel. In any event, residential access onto arterials and collectors shall not be permitted within 100 feet of an intersection or the maximum distance obtainable on the parcel, whichever is less.***

**FINDING:** The subdivision does not propose any access points onto arterials and collectors. The existing Vandever Road access point was approved as part of the CMP and FMP approvals, and is the only county road upon which access may be taken. The criterion does not apply.

**C. Commercial and Industrial Access.**

- 1. Requirements for commercial and industrial access will be determined by the Road Department Director in accordance with DCC 17.48.090.**
- 2. Safety improvements, including left turn lanes and traffic signals, may be required.**

**FINDING:** No commercial or industrial access is proposed. These criteria do not apply.

**D. Sight Distance. Access shall be denied at locations that do not meet AASHTO sight distance standards.**

**FINDING:** Sight distance at the intersection of Elk Run Drive and Vandever Road access was reviewed during the CMP and FMP process and subsequent access permit review. The criterion is met.

## **OREGON REVISED STATUTES**

### **Chapter 92, Subdivisions and Partitions**

Section 92.090. Approval of subdivision plat names; requisites for approval of a tentative subdivision or partition plan or plat.

- (1) Subdivision plat names shall be subject to the approval of the county surveyor or, in the case where there is no county surveyor, the county assessor. No tentative subdivision plan or subdivision plat of a subdivision shall be approved which bears a name similar to or pronounced the same as the name of any other subdivision in the same county, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and records the consent of the party that platted the contiguous subdivision bearing that name. All subdivision plats must continue the lot numbers and, if used, the block numbers of the subdivision plat of the same name last filed. On or after January 1, 1992, any subdivision submitted for final approval shall not use block numbers or letters unless such subdivision is a continued phase of a previously recorded subdivision, bearing the same name, that has previously used block numbers or letters.**



**FINDING:** The applicant provides the following findings.

The use of the name “Caldera Springs” is appropriate in this instance given that the subdivision will be a part of the Caldera Springs Destination Resort, which is platted land contiguous to and platted by the same developer/owner. Numbering has been approved by the county and is consistent with the requirements above.

Staff finds the use of “Caldera Springs” is appropriate. As noted previously in this decision, staff includes a condition of approval to ensure the County Surveyor approves the subdivision name.

**(2) No tentative plan for a proposed subdivision and no tentative plan for a proposed partition shall be approved unless:**

**(a) The streets and roads are laid out so as to conform to the plats of subdivisions and partitions already approved for adjoining property as to width, general direction and in all other aspects unless the city or county determines it is in the public interest to modify the street or road pattern.**

**FINDING:** As shown on the tentative subdivision plat, proposed streets are laid out consistent with the CMP/FMP and to connect with the existing resort. Proposed private streets will comply with right-of-way and paving standards for private roads. This criterion will be met.

**(b) Streets and roads held for private use are clearly indicated on the tentative plan and all reservations or restrictions relating to such private roads and streets are set forth thereon.**

**FINDING:** The tentative subdivision plat indicates all streets and roads will be private. All reservations or restrictions associated with these private roads are detailed in the associated CC&Rs.

**(c) The tentative plan complies with the applicable zoning ordinances and regulations and the ordinances and regulations adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the plan is situated.**

**FINDING:** This decision identifies applicable zoning ordinances and evaluates compliance with those ordinances. Staff finds the tentative plan, as conditioned, complies with the applicable DCC zoning ordinances and regulations, as well as and the ordinances and regulations adopted under ORS 92.044.

**(3) No plat of a proposed subdivision or partition shall be approved unless:**

**(a) Streets and roads for public use are dedicated without any reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public or private utilities.**

**(b) Streets and roads held for private use and indicated on the tentative plan of such subdivision or partition have been approved by the city or county.**



- (c) *The subdivision or partition plat complies with any applicable zoning ordinances and regulations and any ordinance or regulation adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the subdivision or partition plat is situated.*
- (d) *The subdivision or partition plat is in substantial conformity with the provisions of the tentative plan for the subdivision or partition, as approved.*
- (e) *The subdivision or partition plat contains a donation to the public of all sewage disposal and water supply systems, the donation of which was made a condition of the approval of the tentative plan for the subdivision or partition plat.*
- (f) *Explanations for all common improvements required as conditions of approval of the tentative plan of the subdivision or partition have been recorded and referenced on the subdivision or partition plat.*

**FINDING:** The subdivision includes new private streets and roads. Therefore, staff finds subsection (a) does not apply. The private streets and roads within the proposed subdivision have been approved by the subject land use approval, complying with subsection (b). Compliance with subsection (c), which requires compliance with the zoning ordinance and regulations, is addressed in this decision and will be reviewed when the final plat is submitted. Subsection (d) establishes a requirement for final plat review which staff includes as a condition of approval to comply with this statutory section.

Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.

No public sewage or water systems are proposed, therefore subsections (e) and (f) do not apply.

- (4) *Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:*
  - (a) *A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat;*
  - (b) *A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county; or*
  - (c) *In lieu of paragraphs (a) and (b) of this subsection, a statement that no domestic water supply facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, even though a domestic water*



***supply source may exist. A copy of any such statement, signed by the subdivider and indorsed by the city or county, shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in any public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.***

**FINDING:** The applicant provides the following findings.

By its terms, this sub[s]ection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with domestic water provided by Sunriver Water, staff finds option (c) is not available to the developer.

Domestic Water Supply. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.

**(5) *Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:***

- (a) *A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat;***
- (b) *A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be***



***installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary; or***

- (c) In lieu of paragraphs (a) and (b) of this subsection, a statement that no sewage disposal facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, where the Department of Environmental Quality has approved the proposed method or an alternative method of sewage disposal for the subdivision in its evaluation report described in ORS 454.755 (1)(b). A copy of any such statement, signed by the subdivider and indorsed by the city or county shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in the public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.***

**FINDING:** The applicant provides the following findings.

By its terms, this sub[s]ection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with sewer service provided by Sunriver Environmental, staff finds option (c) is not available to the developer.

Sewer Service. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.



- (6) ***Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of subdivision or partition located within the boundaries of an irrigation district, drainage district, water control district, water improvement district or district improvement company shall be approved by a city or county unless the city or county has received and accepted a certification from the district or company that the subdivision or partition is either entirely excluded from the district or company or is included within the district or company for purposes of receiving services and subjecting the subdivision or partition to the fees and other charges of the district or company.***

**FINDING:** The subject property is not located within the boundaries of an irrigation district. This criterion does not apply.

#### **IV. SYSTEM DEVELOPMENT CHARGE**

Board Resolution 2024-038 sets a transportation system development charge (SDC) rate of \$5,691 per p.m. peak hour trip. Recreational Homes (ITE 260) generate 0.29 p.m. peak hour trips per dwelling unit; therefore the applicable SDC is \$1,624 (\$5,603 X 0.29). The SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2025 PENDING ANY AMENDMENTS TO THE COUNTY'S CURRENT SDC RESOLUTION 2024-038. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

**ON JULY 1, 2025, THE SDC RATE WILL INCREASE TO A BASE RATE OF \$5,856 PER P.M. PEAK HOUR TRIP AND THE SDC FOR THE PROPOSAL WILL BE \$1,698 (\$5,856 X 0.29) PER DWELLING UNIT.**

#### **V. CONDITIONS OF APPROVAL**

##### **AT ALL TIMES**

1. Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
2. Multi-Use Pathways: Multi-use pathways shall be constructed consistent with the pathway locations shown on the FMP.



3. Road Name Sign. At least one road name sign will be provided at each intersection for each road.
4. Culverts. The proposed development shall incorporate the following design standards.
  - A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
  - B. All cross culverts shall be 18 inches in diameter or larger.
  - C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

**PRIOR TO, OR CONCURRENT WITH, FINAL PLAT APPROVAL**

5. Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase D, the applicant shall submit one of the following to ensure that a minimum of 264 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:
  - A. Documentation that a minimum of 264 OLUs are constructed; or
  - B. Bonding or other security to ensure that a minimum of 264 OLUs are constructed or otherwise guaranteed.
6. Plat Designation. The plat shall designate all individually-owned units that will be counted as OLUs.
7. Declaration. The owner shall record the Declaration, as amended and detailed in this decision.
8. Subdivision Name. The owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.
9. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator and consistent with platted phases.
10. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.
11. Road Improvements. Owner shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, owner shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.



12. Easements. All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
13. Plat Preparation. The surveyor preparing the plat shall, on behalf of owner, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
14. As-Constructed Plans. Owner shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
15. Road Department Plat Approval. Owner shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.
16. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.
17. Grading Plans. When filling or grading is contemplated by the subdivider, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.
18. Park Fee. Prior to final plat approval, the owner shall pay the \$13,300 park fee.
19. Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. The engineer's stamp on the final plat will also demonstrate compliance.
20. Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.
21. Domestic Water Supply. Prior to final plat approval, the owner shall submit:



- A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.
22. Sewer Service. Prior to final plat approval, the owner shall submit:
- A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.
23. Roads and Utilities. Prior to final plat approval, the owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.
24. Phased Subdivision: If a tentative plan is approved for phased development, the final plat for the first phase shall be filed within two years of the approval date for the tentative plan. The final plats for any subsequent phase shall be filed within three years of the recording date of the final plat for the first phase.

## **PRIOR TO CONSTRUCTION**

25. Road Improvement Plans. Owner shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

## **PRIOR TO BUILDING PERMIT ISSUANCE**



26. Grading of Building Sites. Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:
- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
  - B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
  - C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.

**DESCHUTES COUNTY PLANNING DIVISION**



Written by: Haleigh King, AICP, Associate Planner



Reviewed by: Jacob Ripper, AICP, Principal Planner

Attachments:

1. Tentative Plan



BEING A REPLAT OF A PORTION OF DEVELOPMENT TRACT A1, CALDERA SPRINGS, PHASE A,  
LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTIONS 9 AND THE  
SOUTHEAST QUARTER (SE 1/4) SECTION 8, TOWNSHIP 20 SOUTH, RANGE 11 EAST,  
WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

###-25-####-TP  
FUTURE 2025

AS DISCLOSED IN FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 7069-4159208, EFFECTIVE DATE  
APRIL 12, 2024.

- ITEMS 4 THROUGH 6 HAVE BEEN INTENTIONALLY OMITTED

- ITEMS 8 THROUGH 11 HAVE BEEN INTENTIONALLY OMITTED



## CALDERA SPRINGS OIL PHASE EPITAXIAL BOUNDARY

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CALDERA SPRINGS OIL, PHASE E PIAT BOUNDARY

1

ROUND QUARTER CORNER

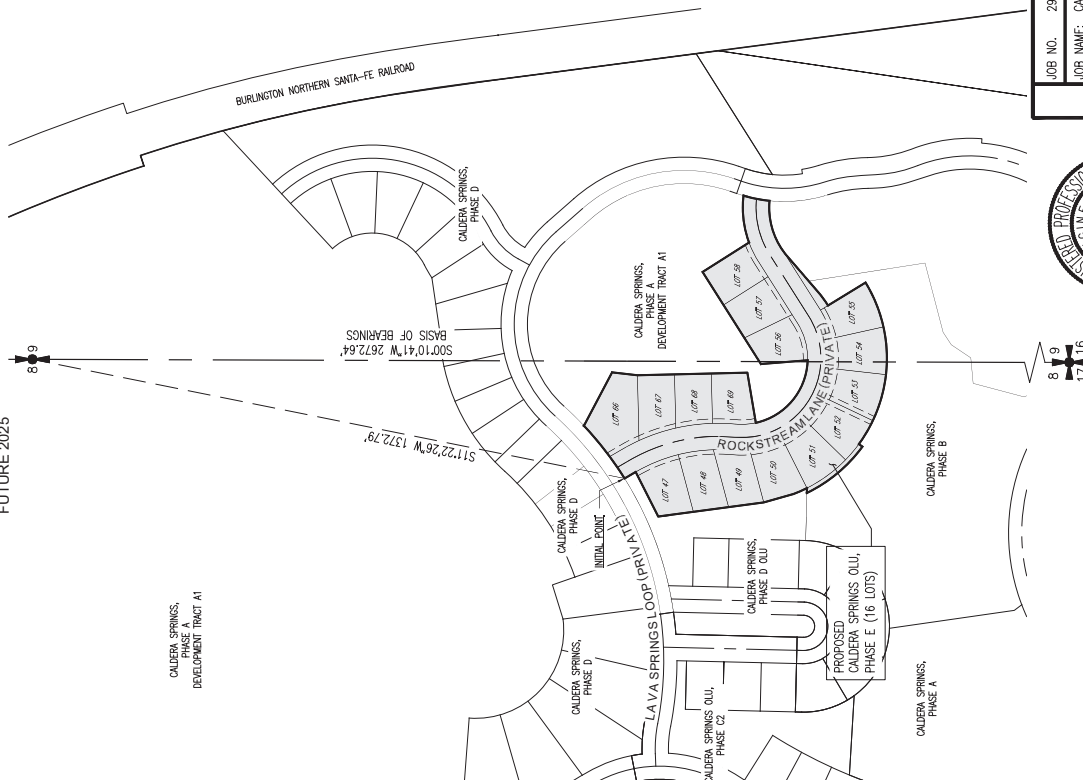


SCALE IN FEET



0 200 400

INFORMATION SHOWN ON THE PLANS IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE AS DETAILED DESIGN IS DEVELOPED.



THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 6 ACRES MORE OR LESS

# Parametrix

150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701  
Ph: 541.508.7710

DATE: DECEMBER 16, 2024



EXHIBIT D  
Bond Instrument



BOND NO.: 1001159775  
 PREMIUM: \$65,318.00

### SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Caldera Springs Real Estate, LLC, as  
 Principal and U.S. Specialty Insurance Company, a  
 corporation licensed to transact surety business in the State of Oregon, as Surety,  
 are held and firmly bound unto the Deschutes County, Oregon, as  
 obligee, in the penal sum of Four Million Three Hundred Fifty-four Thousand Five Hundred Fifty-two & 00/100  
 (\$4,354,552.00), for the payment of which sum well and truly to made, we  
 bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a  
 tract of land representing a subdivision entitled Caldera Springs Phase E1,  
 and

WHEREAS, the map of said tract on which Principal desires to construct

Caldera Springs Phase E1 Improvements

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

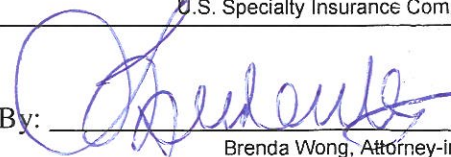
WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of  
 said subdivision.

NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before  
 specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void,  
 otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to  
 the amount on the herein above stated penal sum, that said improvements shall be completed in accordance  
 with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused  
 these presents to be executed by its officers thereunto authorized this 14th day of October,  
2025.

Caldera Springs Real Estate LLC,  
an Oregon limited liability company

By:   
Thomas O'Shea, Authorized Signer (Name & Title)

U.S. Specialty Insurance Company  
 By:   
Brenda Wong, Attorney-in-Fact



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

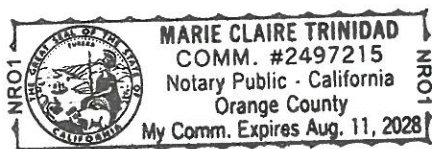
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)County of Los Angeles)On 10/14/2025 before me, Marie Claire Trinidad, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]personally appeared Brenda Wong -----,  
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*Marie Claire Trinidad*  
Signature of Notary Public, Marie Claire Trinidad

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Brenda Wong

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☒ Attorney-in-Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney-in-Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Brenda Wong, Tenzer V. Cunningham, Martha Gonzales or Sohka Evans of Los Angeles, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Seventy Five Million\*\*\*\*\* Dollars (\*\*\*75,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18<sup>th</sup> day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 18<sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14 day of October, 2025.

Corporate Seal  
Bond No.

1001155735

Agency No.

16422



Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

visit [tmhcc.com/surety](http://tmhcc.com/surety) for more information





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Legislative Updates for 2026 Legislative Short Session

**BACKGROUND AND POLICY IMPLICATIONS:**

The 2026 Oregon Legislative Session is scheduled to run from February 2, 2026 – March 9, 2026. Legislative Concept drafts were due by November 21, 2025. Doug Riggs will discuss the expected priorities of the legislators and provide updates to the County following the November 2025 Legislative Days.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Jen Patterson, Strategic Initiatives Manager  
Doug Riggs, County Lobbyist





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Public Hearing and consideration of Order 2025-054 approving the annexation of certain property into the Redmond Fire & Rescue District

**RECOMMENDED MOTION:**

Hold a public hearing and thereafter move approval of Order No. 2025-054 approving the annexation.

**BACKGROUND AND POLICY IMPLICATIONS:**

Paul S. Kelly submitted a petition to annex property into the Redmond Fire & Rescue District. The Assessor's Office and County Clerk certified the petition, Community Development reviewed the petition, and the District approved the petition.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Dave Doyle, Legal Counsel





For Recording Stamp Only

## BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Paul S. Kelly annexation  
into Redmond Fire & Rescue District

ORDER NO. 2025-054

WHEREAS, chief petitioner Paul S. Kelly ("Petitioner") submitted a petition requesting annexation of the property identified in Exhibit A in the petition attached to this Order, into Redmond Fire & Rescue ("District"); and

WHEREAS, the Deschutes County Assessor's Office and County Clerk verified that the petition was signed by landowner(s) or elector(s) of the property as applicable and as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, the Community Development Department reviewed this petition to ensure it is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan, as indicated in Exhibit C in the petition attached to this Order; and

WHEREAS the Oregon Department of Revenue reviewed the petition map and legal description and issued preliminary approval, as indicated in Exhibit A, and

WHEREAS, the Board held a duly noticed public hearing on December 3, 2025, to determine whether the affected area would benefit by annexation of said territory into the District; now, therefore

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON,  
HEREBY ORDAINS as follows:

Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.

Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor's Office and County Clerk's Office, and the District.

Section 4. The purpose of this District is to provide fire protection and emergency services.



Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-13**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, Paul S. Kelly requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 20<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Jessica Meyer, Board President

ATTEST:

  
\_\_\_\_\_  
Diane Cox, District Recorder



## PETITION TO ANNEX PROPERTY INTO

REDMOND FIRE & RESCUE

(Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on \_\_\_\_\_ (date) and Petitioners request the Board commence proceedings to annex the territory described herein into REDMOND FIRE & RESCUE (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of REDMOND FIRE & RESCUE (name of district) approved the petition pursuant to ORS 198.850 on \_\_\_\_\_ (insert date).
4. The principal act for REDMOND FIRE & RESCUE (name of district) is ORS \_\_\_\_\_

(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the \_\_\_\_\_ day of, 20\_\_.
6. The property street address(es) of land for annexation (if known) is/are 701 NW 74<sup>TH</sup> STREET REDMOND, ORE. 97756 and the total acreage is 4.24 ACRES. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached \_\_\_\_\_

\_\_\_\_\_, day of AUGUST, 2025 by \_\_\_\_\_ Chief Petitioner(s).

Signature

701 N.W. 74<sup>TH</sup> ST. REDMOND, ORE. 97756  
Address, City, State, ZIP

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved by the Board of

(if applicable) Approved by City of

Name of District

District Signature

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

(Print Name)

Title: \_\_\_\_\_

City Signature

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

(Print Name)

Title: \_\_\_\_\_



NAME OF DISTRICT: REDMOND FIRE & RESCUE☐ Withdrawal ☒ Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>Kelly Family TRUST</u> Print Name	<u>8/6/25</u> Date	<u>701 NW 74<sup>th</sup> ST, REDMOND, ORE. 97756</u> PROPERTY ADDRESS <u>SAME</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <u>X</u> No _____ Acreage <u>4.34</u> Registered Voter Yes <u>X</u> No _____ Pre _____
2	<u>Kelly Family TRUST</u> Print Name	<u>8/6/25</u> Date	<u>701 NW 74<sup>th</sup> ST, REDMOND, ORE. 97756</u> PROPERTY ADDRESS <u>SAME</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <u>X</u> No _____ Acreage <u>4.34</u> Registered Voter Yes <u>X</u> No _____ Pre _____
3	<u>[REDACTED]</u> Signature	<u>[REDACTED]</u> Date	<u>[REDACTED]</u> PROPERTY ADDRESS <u>[REDACTED]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4	<u>[REDACTED]</u> Signature	<u>[REDACTED]</u> Date	<u>[REDACTED]</u> PROPERTY ADDRESS <u>[REDACTED]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5	<u>[REDACTED]</u> Signature	<u>[REDACTED]</u> Date	<u>[REDACTED]</u> PROPERTY ADDRESS <u>[REDACTED]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

\_\_\_\_\_, and every person who signed this petition did so

County of Deschutes State of OregonSUBSCRIBED AND SWORN before me this 6<sup>th</sup> day of August, 2025Notary Public for Oregon \_\_\_\_\_ My Commission Expires: 11/07/2027Signature Cathy Lynn Turk

(affix notary stamp)



OFFICIAL STAMP  
CATHY LYNN TURK  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 1042532

MY COMMISSION EXPIRES NOVEMBER 7 2027

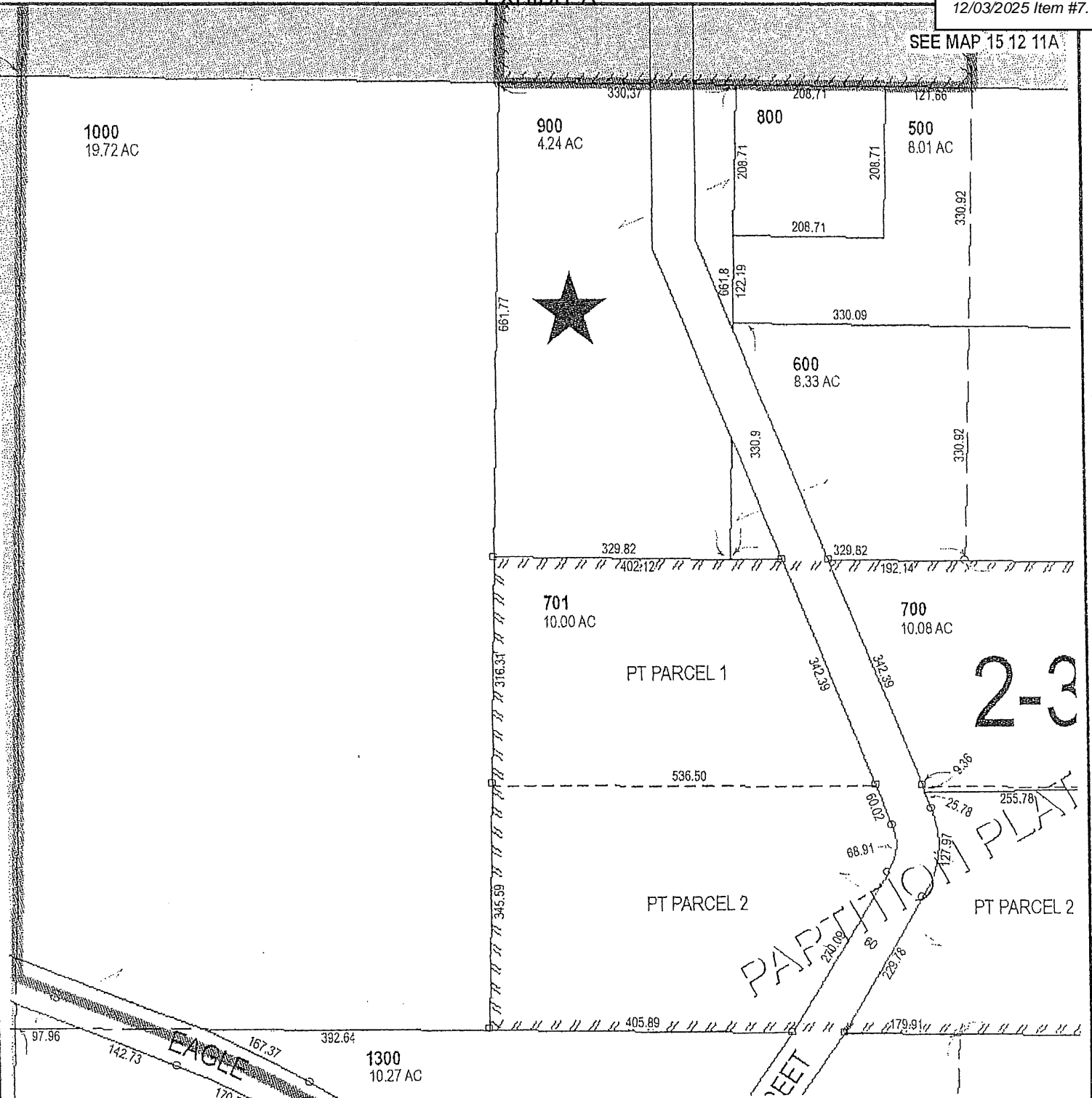


**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The West Half of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter  
W1/2NE1/4NW1/4SE1/4 of Section Eleven (11), Township Fifteen (15) South, Range Twelve (12), East of the  
Willamette Meridian, Deschutes County, Oregon, EXCEPTING THEREFROM that portion lying within 74th  
Street.



SEE MAP 15 12 11A



701 NW 74th Street  
Redmond, OR 97756

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF



EXHIBIT A  
**Boundary Change Preliminary Review**

**DOR 9-P146-**

12/03/2025 Item #7.



Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Katie Annen  
Administrative Assistant  
Redmond Fire & Rescue  
341 NW Dogwood Ave  
Redmond OR 97756

---

October 16, 2025

Documents received: 10/7/2025  
From: Katie Annen

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-13) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

If you have any questions please contact Robert Ayers, 503-983-3032





EXHIBIT B

12/03/2025 Item #7.

**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

October 29, 2025

Steve Dennison

Deschutes County Clerk

Re: **Redmond Fire and Rescue** (KELLY FAMILY TRUST)

Map/Taxlot # 151211D000900

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

**Tel: (541) 617-4703 | Fax: (541) 382-1692**





**Petition for Annexation to  
Redmond Fire & Rescue  
701 NW 74<sup>th</sup> St, Redmond  
Taxlot 151211D000900**

***County Clerk's Certification***

This annexation petition has been filed in compliance with the statutory requirements. The signatures submitted have undergone verification.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- **Two (2) signers** are verified as valid registered voters within the proposed annexation area.

**Dated this 7<sup>th</sup> day of November, 2025.**

Steve Dennison  
Deschutes County Clerk





COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** October 27, 2025

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

---

The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

3333 NE Wilcox Avenue, Redmond  
3347, 3561, 3444, 3451, 3526, 3645, 3733, 3757, and 3885 NE Xenolith Street, Redmond  
701 NW 74<sup>th</sup> Street, Redmond

These annexations are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

---

<sup>1</sup> Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Public Hearing and consideration of Order 2025-053 approving annexations into the Redmond Fire & Rescue District

**RECOMMENDED MOTION:**

Hold public hearing and thereafter move approval of Board Order No. 2025-053 approving the annexations.

**BACKGROUND AND POLICY IMPLICATIONS:**

Petitioners in Rock and River Estates submitted petitions to annex property into the Redmond Fire & Rescue District. The Assessor's Office and County Clerk certified the petitions, Community Development reviewed them, and the District approved the petitions.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Dave Doyle, Legal Counsel





For Recording Stamp Only

## BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Rock and River Estates  
annexations into Redmond Fire & Rescue  
District

ORDER NO. 2025-053

WHEREAS, petitioners from Rock and River Estates ("Petitioners") submitted petitions requesting annexation of their properties identified in the exhibits attached to this Order into Redmond Fire & Rescue ("District"); and

WHEREAS, the Deschutes County Assessor's Office and County Clerk verified that the petitions were signed by landowner(s) or elector(s) of the properties as applicable and as indicated in each of the petitions attached to this Order; and

WHEREAS, the Community Development Department reviewed these petitions to ensure they are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan, as indicated in each of the petitions attached to this Order; and

WHEREAS the Oregon Department of Revenue reviewed the petition maps and legal descriptions and issued preliminary approval, as indicated in each of the petitions attached to this order, and

WHEREAS, the Board held a duly noticed public hearing on December 3, 2025, to determine whether the affected area would benefit by annexation of said territories into the District; now, therefore

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON,  
HEREBY ORDAINS as follows:

Section 1. The petitions for annexation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petitions for annexation are hereby approved, and the properties identified in each petition are declared annexed and included in the District.

Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor's Office and County Clerk's Office, and the District.



Section 4. The purpose of this District is to provide fire protection and emergency services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, BOARD OF COUNTY COMMISSIONERS  
2025. OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



**Beverly Savage Petition  
3526 NE Xenolith St.**



**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-16**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, Beverly Savage requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 20<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Jessica Meyer, Board President

ATTEST:


  
\_\_\_\_\_  
Diane Cox, District Recorder



EXHIBIT A  
PETITION TO ANNEX A SINGLE PROPERTY WITHOUT ELECTION INTO

Redmond Fire & Rescue  
(Name of District)

FOR COUNCIL 12/03/2025 Item #8.

\_\_\_\_ Date Submitted  
\_\_\_\_ Date Verified/  
Filed

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, states as follows:

1. This Petition for Annexation is submitted pursuant to ORS 198.857 and Petitioner(s) request the Board commence proceedings to annex the territory described herein into Redmond Fire & Rescue (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Redmond Fire & Rescue (name of district) approved the Petition pursuant to ORS 198.857 on \_\_\_\_\_ (insert date).
4. The principal act for \_\_\_\_\_ (name of district) is ORS \_\_\_\_\_  
(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)
5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This Petition is signed by all the land owners of the subject property proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the \_\_\_\_\_ day of, 20\_\_.
6. The property street address of land for annexation (if known) is 3526 NE XENOLITH ST and the total acreage is 4.79 ACRES. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.
7. The Oregon Department of Revenue has conducted a preliminary review of the planned annexation and determined it meets the requirements of ORS 308.225.

Signed this 4 day of AUGUST, 2025 by BEVERLY A SNAGE, Chief Petitioner

3526 NE XENOLITH ST  
Address, City, State, ZIP

DATED this 20 day of August, 2025

Approved by the Board of  
Redmond Fire & Rescue  
Name of District

J. Meyer  
District Signature  
By: Jessica Meyer  
(Print Name)  
Title: Board President

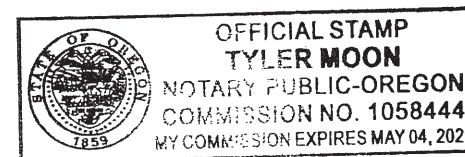


NAME OF DISTRICT: \_\_\_\_\_ ☐ Annexation

PRINT NAME		DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/
1	BEVERLY A. SAVAGE [Redacted]	8-4-25 Date	3526 NE XENOLITH ST PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage 4.79 A
	Print Name  Signature	Date	PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____
3	Print Name  Signature	Date	PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____
4	Print Name  Signature	Date	PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____
5	Print Name  Signature	Date	PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____

I, BEVERLY SAVAGE, do hereby certify that I circulated this petition, and every person who signed this petition did so in my presence.

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 4th day of August, 2025  
 Notary Public for Oregon [Signature] My Commission Expires: 5-4-2029





**Exhibit "A"**

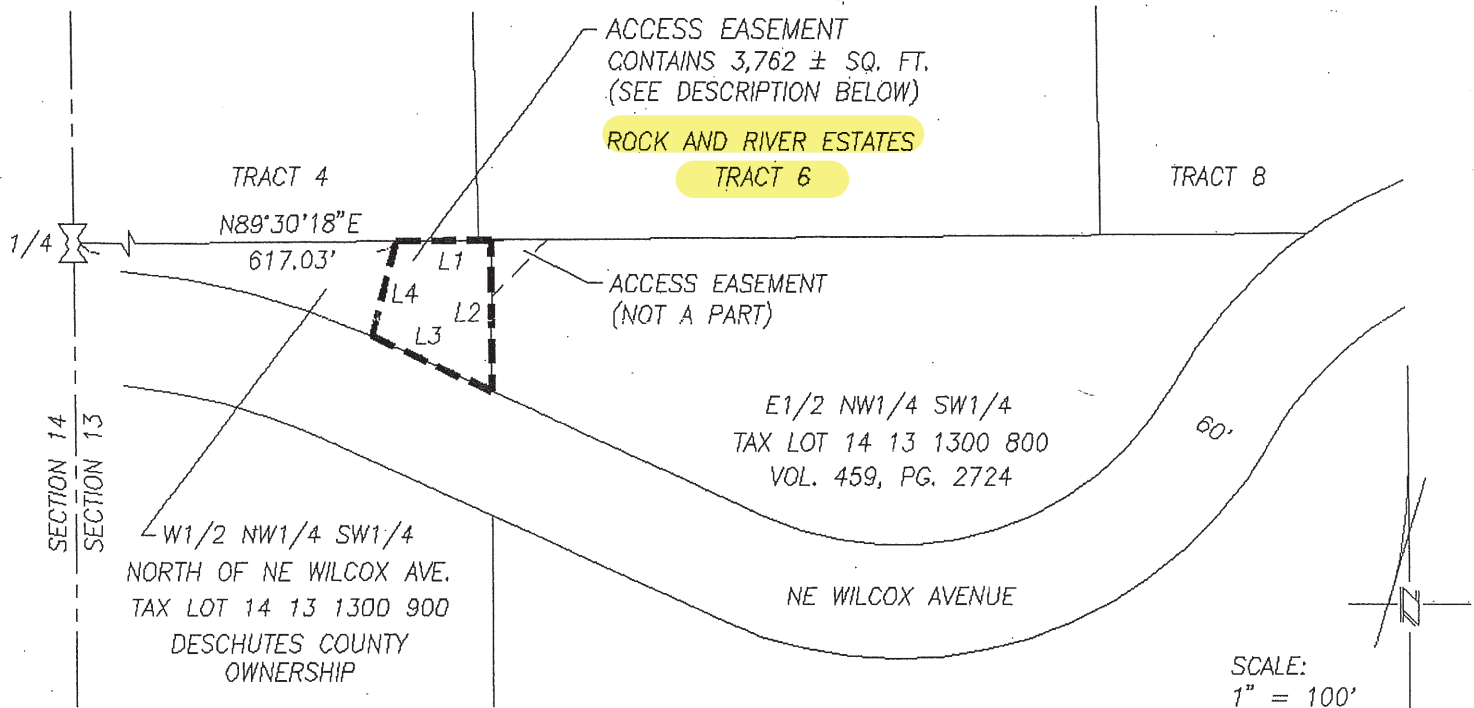
Real property in the County of Deschutes, State of Oregon, described as follows:

LOT 6, ROCK AND RIVER ESTATES, DESCHUTES COUNTY, OREGON.



## EXHIBIT "A"

AN ACCESS EASEMENT, LOCATED IN THE  
W1/2 NW1/4 SW1/4 OF SECTION 13, TOWNSHIP 14 SOUTH,  
RANGE 13 EAST, W.M., DESCHUTES COUNTY, OREGON



## LINE DATA

NO.	DIRECTION	DISTANCE
L1	N89°30'18"E	50.00'
L2	S00°11'15"W	79.35'
L3	N65°32'12"W	69.41'
L4	N15°00'00"E	51.94'

## DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN; THENCE N89°30'18"E ALONG THE NORTH LINE OF THE NW1/4 OF THE SW1/4 OF SAID SECTION 13, 617.03 FEET TO THE POINT OF BEGINNING; THENCE N89°30'18"E ALONG SAID NORTH LINE, 50.00 FEET TO THE EAST LINE OF THE W1/2 OF SAID NW1/4 SW1/4; THENCE S00°11'15"W ALONG SAID EAST LINE, 79.35 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NE WILCOX AVENUE, BEING 30 FEET FROM THE CENTERLINE OF SAID ROADWAY; THENCE N65°32'12"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 69.41 FEET; THENCE N15°00'00"E, 51.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE SAME CONTAINING 3,762 SQUARE FEET, MORE OR LESS.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*William G. Bahrke*

OREGON  
JULY 15, 1983  
WILLIAM G. BAHRKE  
2039

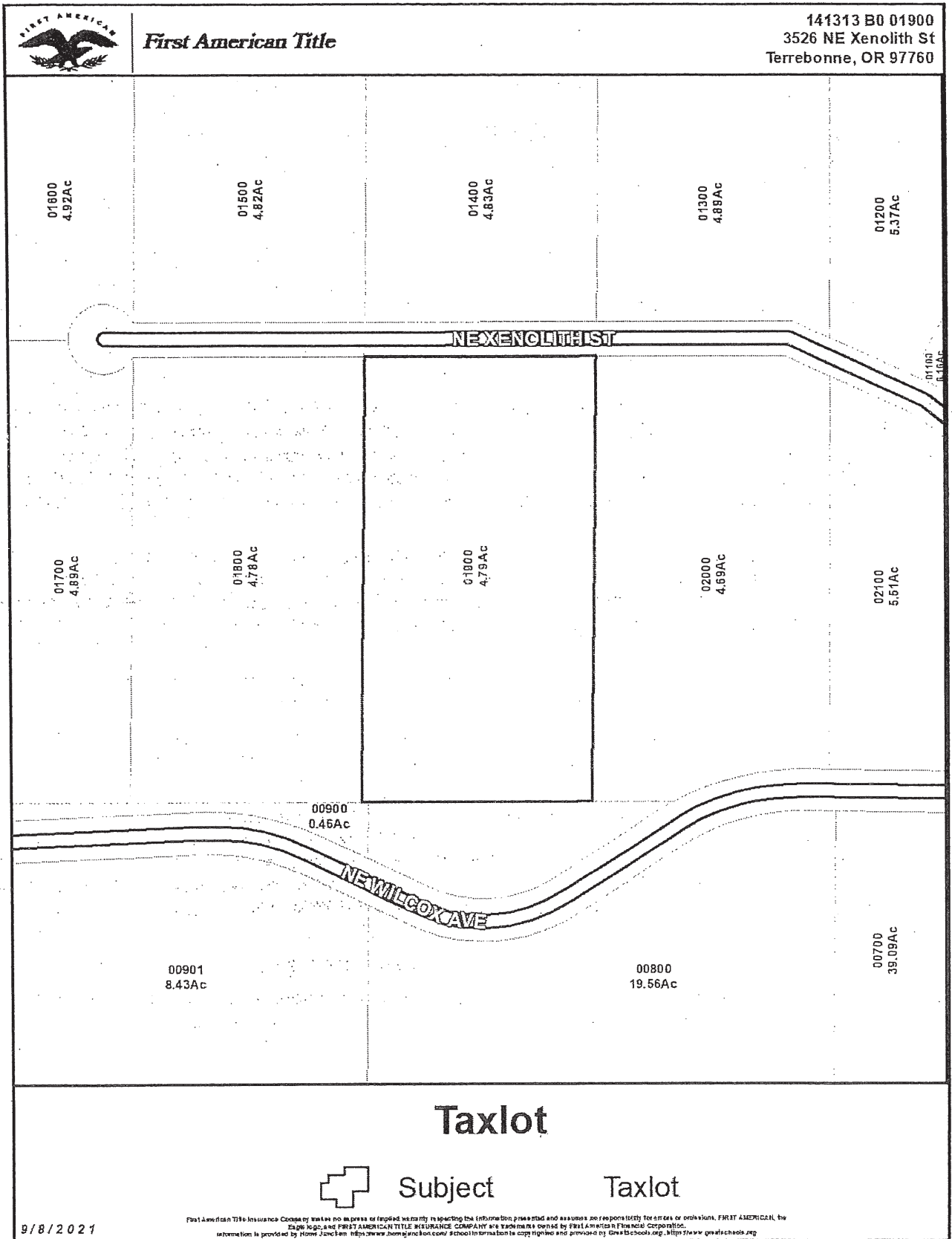
Renewal Date: 12/31/17

PREPARED MARCH 22, 2017

POVEY AND ASSOC. LAND SURVEYORS  
P.O. BOX 131, REDMOND, OR 97756  
(541) 548-6778 17-023E.DWG

THE MEASUREMENTS SHOWN HEREON ARE  
BASED ON COUNTY SURVEY NO. 00271.













Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Jessica Jackson  
Confidential Administrative Specialist  
341 NW Dogwood Ave  
Redmond OR 97756

September 25, 2025

Documents received: 9/3/2025  
From: Jessica Jackson

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-16

) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

If you have any questions please contact Robert Ayers, 503-983-3032





EXHIBIT B

12/03/2025 Item #8.

**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

October 29, 2025

Steve Dennison

Deschutes County Clerk

Re: **Redmond Fire and Rescue** ( BA SAVAGE FAMILY TRUST)

Map/Taxlot # 141313B001900

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

**Tel: (541) 617-4703 | Fax: (541) 382-1692**





**Petition for Annexation to  
Redmond Fire & Rescue  
3526 NE Xenolith St, Terrebonne  
Taxlot 141313B001900**

***County Clerk's Certification***

This annexation petition has been filed in compliance with the statutory requirements. The signatures submitted have undergone verification.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- **One (1) signer** is verified as a valid registered voter within the proposed annexation area.

**Dated this 1<sup>st</sup> day of November, 2025.**

Steve Dennison  
Deschutes County Clerk





COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** October 27, 2025

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

---

The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

3333 NE Wilcox Avenue, Redmond  
3347, 3561, 3444, 3451, 3526, 3645, 3733, 3757, and 3885 NE Xenolith Street, Redmond

These annexations are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

---

<sup>1</sup> Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”



**Howard and Mona Mole Petition**  
**3733, 3757 NE Xenolith St.**



**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-20**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, Howard and Mona Mole requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 17<sup>th</sup> day of September, 2025.

  
\_\_\_\_\_  
Jessica Meyer, Board President

ATTEST:

  
\_\_\_\_\_  
Diane Cox, District Recorder



## PETITION TO ANNEX PROPERTY INTO

Redmond Fire & Rescue  
(Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on July 24, 2025 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Redmond Fire & Rescue (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Redmond Fire & Rescue (name of district) approved the petition pursuant to ORS 198.850 on \_\_\_\_\_ (insert date).
4. The principal act for Redmond Fire & Rescue (name of district) is ORS \_\_\_\_\_  
(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)
5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the 24 day of, 2025.
6. The property street address(es) of land for annexation (if known) is/are 3733 NE Xenolith, 3757 NE Xenolith Terrebonne, 97760 and the total acreage is 11.53. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 24 day of July, 2025 by Howard F Mole Chief Petitioner(s).  
Mona R Mole

3733 NE Xenolith St. Terrebonne, OR  
Address, City, State, ZIP 97760

DATED this 17 day of September, 2025

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved by the Board of

Redmond Fire & Rescue  
Name of District

J. Meyer  
District Signature

By: Jessica Meyer  
(Print Name)

Title: Board President

(if applicable) Approved by City of

\_\_\_\_\_  
City Signature

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_



NAME OF DISTRICT: Redmond Fire & Rescue☐ Withdrawal ☒ Annexation

EXHIBIT A

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>Howard E Mole</u> Print Name [Redacted] Signature	Date	<u>3733 NE Xenolith St</u> <u>Terrebonne, OR 97760</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>5.37</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2	<u>Mona R. Mole</u> Print Name [Redacted] Signature	Date	<u>3753 NE Xenolith St</u> <u>Terrebonne, OR 97760</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>5.37</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
3	<u>Howard E Mole</u> Print Name [Redacted] Signature	Date	<u>3757 NE Xenolith St</u> <u>Terrebonne, OR 97760</u> PROPERTY ADDRESS <u>3733 NE Xenolith Terrebonne</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>6.16</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
4	<u>Mona R. Mole</u> Print Name [Redacted] Signature	Date	<u>3757 NE Xenolith Terrebonne</u> <u>OR 97760</u> PROPERTY ADDRESS <u>3733 NE Xenolith Terrebonne</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>6.16</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
5	Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage <input type="checkbox"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

I, Tara L Wampler, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Redacted]

County of Deschutes State of Oregon  
SUBSCRIBED AND SWORN before me this 24th day of July, 2025  
Notary Public for Oregon Tara Wampler / 1034353 My Commission Expires: March, 01, 2027  
Signature: Tara L Wampler (affix notary stamp)





EXHIBIT A

12/03/2025 Item #8.

Order No. 4133

EXHIBIT "A"

A tract of land located in the South Half of the Northwest Quarter (S1/2 NW1/4) of Section Thirteen (13), Township Fourteen (14) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of the S1/2 NW1/4 of said Section 13; thence South 89° 26' 58" West, 1813.20 feet along the North line of said S1/2 NW1/4 to the true point of beginning; thence continuing North 89° 26' 58" East, 170 feet, more or less, along the North line of the said S1/2 NW1/4 to the centerline of the Crooked River; thence Southeasterly 250 feet, more or less, along the said centerline to a point that is North 37° 36' 01" East, 150 feet, more or less, from an iron rod; thence South 37° 36' 01" West, 150 feet, more or less, to an iron rod; thence continuing South 37° 36' 01" East, 668.79 feet; thence North 52° 00' 37" West, 150.00 feet; thence North 66° 34' 52" West, 35.00 feet; thence North 27° 21' 37" East, 835.98 feet to the true point of beginning.

EXCEPTING THEREFROM the Southwesterly 25 feet, which is reserved for roadway purposes.



**EXHIBIT A-1****Legal description:**

3733 NE Xenolith St, Terrebonne, Oregon 97760  
Lot 9, Rock and River Estates, Deschutes County, Oregon  
Account: 124913  
Map: 141313-BO-01200

A tract of land located in the South Half of the Northwest Quarter (S-1/2 NW-1/4) of Section Thirteen (13), Township Fourteen (14) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at a point from which the Northwest corner of said South Half of the Northwest Quarter (S-1/2 NW-1/4) of Section 13 bears South 89° 26' 58" West, 1320.00 feet; thence North 89° 26' 58" East, 493.20 feet; thence South 27° 21' 37" West, 835.98 feet; thence North 66° 34' 52" East, 118.77 feet; thence North 690.52 feet to the point of beginning.

EXCEPTING THEREFROM the Southerly 25 feet which is reserved for roadway purposes.





# FIRST WESTERN TITLE COMPANY

EXHIBIT A

DATE: May 2, 1983

12/03/2025 Item #8.

OUR NO.: 4134

YOUR NO.:

A CONSOLIDATED STATEMENT OF ALL CHARGES  
AND ADVANCES IN CONNECTION WITH THIS  
ORDER WILL BE PROVIDED AT CLOSING.

OWNER \$85,500.00 PREM. \$ 348.00

MORTG. PREM. \$

PURCH. PREM. \$

ALTA. PREM. \$

OTHER PREM. \$

## PRELIMINARY REPORT ONLY

No liability is assumed hereunder until the policy  
is issued and the full policy premium has been  
paid.

ORDER NO. 4134

Mailing Address: P.O. Box 5609 • Bend, Oregon 97708  
302 N.E. Third St. (503) 389-5751

CENTRAL OREGON ESCROW  
ATTN: Diane

We are prepared to issue title insurance policy in the usual  
form insuring the title to the land described as follows:

SEE ATTACHED EXHIBIT "A"

estee: WILLIAM R. FOLK AND LOUISE D. FOLK,  
as tenants by the entirety.

Dated as of April 22, 1983 at 5:00 P.M.

Subject to the usual printed exceptions and stipulations, and the following:

1. The existence of roads, railroads, irrigation ditches and canals, telephone, telegraph and power transmission facilities.
2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Central Oregon Irrigation District.
3. Covenants, conditions and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded October 7, 1977 in Book 259, Page 898, Deed Records.
4. Mortgage, including the terms and provisions thereof, dated January 18, 1979, recorded January 19, 1979 in Book 261, Page 390, Mortgage Records, given to secure the original payment of \$42,500.00, with interest thereon and such future advances as may be provided therein, executed by William R. Folk and Louise D. Folk, husband and wife, to State of Oregon, represented and acting by the Director of Veterans' Affairs.

NOTE: 1982-1983 taxes in the amount of \$1,305.87, PAID.  
Account No. 14-13-13B, Tax Lot 1200, Code 2-3.

NOTE: We find no unsatisfied judgments or liens against Howard E. Mole and Mona R. Mole.

FIRST WESTERN TITLE COMPANY

  
Harold K. Eastridge  
Title Officer

c: United Properties, Bishop & Assoc.  
ATTN: Jim Kanoff and Sandy Pankey

KE/lgk



Agency of CHICAGO TITLE INSURANCE COMPANY



3733

L64 #9

51111-M

20134

VOL 261 PAGE 390

NOTE AND MORTGAGE

14-13-13B-1200

THE MORTGAGOR, WILLIAM R. FOLK AND LOUISE D. FOLK, husband and wife

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Deschutes:

A tract of land located in the South Half of the Northwest Quarter (S-1/2 NW-1/4) of Section Thirteen (13), Township Fourteen (14) South, Range Thirteen (13), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at a point from which the Northwest corner of said South Half of the Northwest Quarter (S-1/2 NW-1/4) of Section 13 bears South 89° 26' 56" West, 1320.00 feet; thence North 89° 26' 58" East, 493.20 feet; thence South 27° 21' 37" West, 835.98 feet; thence North 66° 34' 52" West, 118.77 feet; thence North 690.52 feet to the point of beginning.

EXCEPTING THEREFROM the Southerly 25 feet which is reserved for roadway purposes.

together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, ventilation, water and irrigating systems; screens, doors, window shades and blinds, shutters; cabinets, built-ins, holocausts and floor coverings; built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; and any replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land and all of the rents, issues, and profits of the mortgaged property;

to secure the payment of Forty Two Thousand Five Hundred and no/100 Dollars

(\$42,500.00), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100 Dollars (\$42,500.00), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum until such time as a different interest rate is established pursuant to ORS 407.012, principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows:

\$ 253.00 on or before April 1, 1979 and \$ 253.00 on the 1st of each month thereafter, plus one/twelfth of the ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest and advances shall be fully paid, such payments to be applied first as interest on the unpaid balance, the remainder on the principal.

The due date of the last payment shall be on or before March 1, 2009.

In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest as prescribed by ORS 407.010 from date of such transfer.

This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at Redmond, Oregon January 18, 1978

William R. Folk  
Louise D. Folk

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this covenant shall not be extinguished by foreclosure, but shall run with the land.

#### MORTGAGOR FURTHER COVENANTS AND AGREES:

1. To pay all debts and money secured hereby;
2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or diminishment of any buildings or improvements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in accordance with any agreement made between the parties hereto;
3. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;

JUN 19 1979

14-13-13



## Legal description:

3757 NE Xenolith St., Terrebonne, Oregon 97760  
Lot 10, Rock and River Estates, Deschutes County, Oregon  
Account: 124894  
Map: 141313-BO-011100

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A tract of land located in the South Half of the Northwest Quarter (S1/2 NW1/4) of Section Thirteen (13), Township Fourteen (14) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of the S1/2 NW1/4 of said Section 13; thence South 89° 26' 58" West, 1813.20 feet along the North line of said S1/2 NW1/4 to the true point of beginning; thence continuing North 89° 26' 58" East, 170 feet, more or less, along the North line of the said S1/2 NW1/4 to the centerline of the Crooked River; thence Southeasterly 250 feet, more or less, along the said centerline to a point that is North 37° 36' 01" East, 150 feet, more or less, from an iron rod; thence South 37° 36' 01" West, 150 feet, more or less, to an iron rod; thence continuing South 37° 36' 01" East, 668.79 feet; thence North 52° 00' 37" West, 150.00 feet; thence North 66° 34' 52" West, 35.00 feet; thence North 27° 21' 37" East, 835.98 feet to the true point of beginning.

EXCEPTING THEREFROM the Southwesterly 25 feet, which is reserved for roadway purposes.





# FIRST WESTERN TITLE COMPANY

Mailing Address: P.O. Box 5609 • Bend, Oregon 97708  
1302 N.E. Third St. (503) 389-5751

CENTRAL OREGON ESCROW  
ATTN: Diane

We are prepared to issue title insurance policy in the usual  
form insuring the title to the land described as follows:

SEE ATTACHED EXHIBIT "A"

Vestee: DONNA RAHN.

Dated as of May 2, 19 83 at 5:00 P.M.

Subject to the usual printed exceptions and stipulations, and the following:

1. 1982-1983 taxes in the amount of \$320.03, UNPAID BALANCE DUE \$106.67.  
Account No. 14-13-13B, Tax Lot 1100, Code 2-3.
2. The existence of roads, railroads, irrigation ditches and canals, telephone,  
telegraph and power transmission facilities.
3. Regulations, including levies, assessments, water and irrigation rights and easements  
for ditches and canals, of Central Oregon Irrigation District.
4. The rights of the public and of governmental bodies in and to any portion of the  
above property lying below the high water mark of the Crooked River.
5. Covenants, conditions and restrictions, but omitting restrictions, if any, based on  
race, color, religion or national origin, imposed by instrument, including the terms  
and provisions thereof, recorded October 7, 1977 in Book 259, Page 898, Deed Records.
6. Contract, including the terms and provisions thereof, dated November 14, 1977,  
recorded December 15, 1977 in Book 264, Page 203, Deed Records, between Donna Rahn,  
Vendor, and Deryl J. Ferguson and Johanna H. Ferguson, husband and wife, Vendee, and  
also recorded January 10, 1978 in Book 265, Page 715, Deed Records.

Corrective Addendum to Contract between Donna Rahn, and Deryl J. Ferguson and Johanna  
H. Ferguson, husband and wife, recorded May 2, 1983 in Book 12, Page 659, Deschutes  
County Official Records.

Bargain and Sale Deed, including the terms and provisions thereof, dated August 27,  
1982, recorded August 30, 1982 in Book 361, Page 466, Deed Records.

EXHIBIT A

DATE: May 4, 1983 12/03/2025 Item #8.

OUR NO.: 4135

YOUR NO.:

A CONSOLIDATED STATEMENT OF ALL CHARGES  
AND ADVANCES IN CONNECTION WITH THIS  
ORDER WILL BE PROVIDED AT CLOSING.

OWNER \$23,500.00 PREM. \$ 160.00

MORTG. PREM. \$

PURCH. PREM. \$

ALTA. PREM. \$

OTHER PREM. \$

## PRELIMINARY REPORT ONLY

No liability is assumed hereunder until the policy  
is issued and the full policy premium has been  
paid.

ORDER NO. 4135



Agency of CHICAGO TITLE INSURANCE COMPANY



EXHIBIT "B"

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

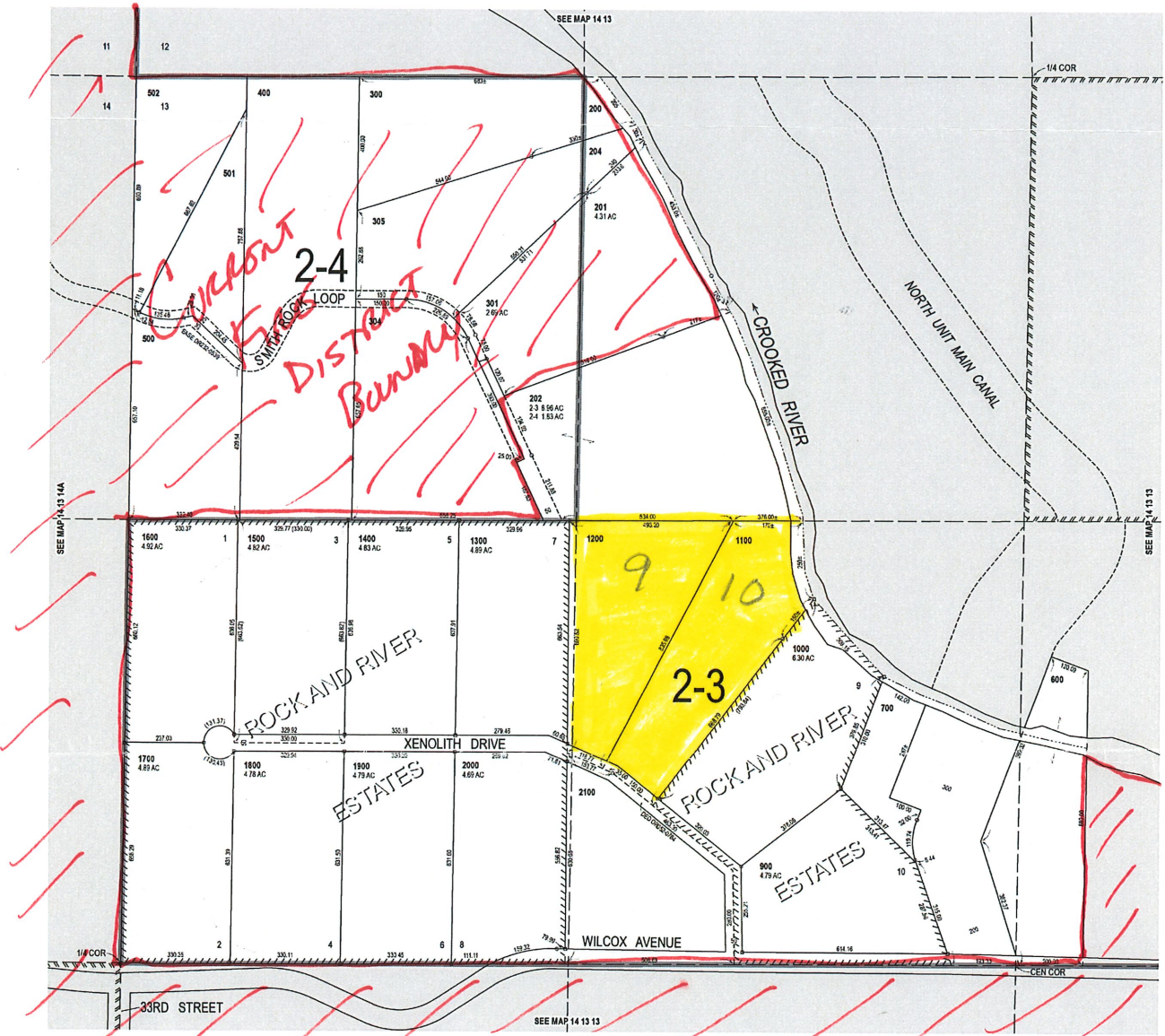
4/12/2022

N.W.1/4 SEC.13 T.14S. R.13E. W.M.  
DESCHUTES COUNTY

1" = 200'

14 13 13B0

Cancelled Nos.  
100  
203  
302  
303  
800







Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Katie Annen  
Administrative Assistant  
Redmond Fire & Rescue  
341 NW Dogwood Ave  
Redmond OR 97756

---

October 23, 2025

Documents received: 10/20/2025  
From: Katie Annen

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-20) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

If you have any questions please contact Robert Ayers, 503-983-3032





EXHIBIT B

12/03/2025 Item #8.

**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

October 29, 2025

Steve Dennison

Deschutes County Clerk

Re: **Redmond Fire and Rescue** (MOLE, HOWARD & MONA)

Map/Taxlot # 141313B001100 & 1200

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

**Tel: (541) 617-4703 | Fax: (541) 382-1692**





County Clerk

**Petition for Annexation to  
Redmond Fire & Rescue  
3733 & 3757 NE Xenolith St, Terrebonne  
Taxlots 141313B001200 & 141313B001100**

***County Clerk's Certification***

This annexation petition has been filed in compliance with the statutory requirements. The signatures submitted have undergone verification.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- **Two (2) signers** are verified as valid registered voters within the proposed annexation area.

**Dated this 7<sup>th</sup> day of November, 2025.**

Steve Dennison  
Deschutes County Clerk





COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** October 27, 2025

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

---

The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

3333 NE Wilcox Avenue, Redmond  
3347, 3561, 3444, 3451, 3526, 3645, 3733, 3757, and 3885 NE Xenolith Street, Redmond

These annexations are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

---

<sup>1</sup> Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”



**Lorraine T. Law Petition**  
**3444 NE Xenolith St.**



**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-17**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, Lorraine T. Law requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

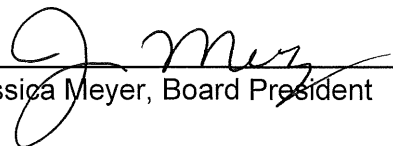
**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 20<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Jessica Meyer, Board President

ATTEST:

  
\_\_\_\_\_  
Diane Cox, District Recorder



## PETITION TO ANNEX PROPERTY INTO

Redmond Fire District

(Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 8-4-2025 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Redmond Fire District (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Redmond Fire District (name of district) approved the petition pursuant to ORS 198.850 on \_\_\_\_\_ (insert date).
4. The principal act for Redmond Fire District (name of district) is ORS \_\_\_\_\_

(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the August 4<sup>th</sup> day of, 2025.
6. The property street address(es) of land for annexation (if known) is/are 3444 NE Xenolith St. Terrebonne, Or 97760 and the total acreage is 4.78. A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B".
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 4<sup>th</sup> day of August, 2025 by Lorraine T. Law, Chief Petitioner(s).

Signature

Terri Law TrustAddress, City, State, ZIP 3444 NE Xenolith St. Terrebonne, Or 97760  
Mailing address: P.O. Box 963 Redmond, Or 97732DATED this 20 day of August, 2025

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved by the Board of

Redmond Fire & Rescue  
Name of District

District Signature

By: Jessica Meyer  
(Print Name)Title: Board President

(if applicable) Approved by City of

City Signature

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_



NAME OF DISTRICT: Redmond Fire District☐ Withdrawal ☒ Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>L. KESANE T. LOW Trustee Tem Low Trust</u> Print Name	<u>8/1/25</u>	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acres <input type="text"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2 <del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del> <del>RESIDENCE ADDRESS (If Different)</del>	<del>Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acres <input type="text"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/></del>
3 <del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del> <del>RESIDENCE ADDRESS (If Different)</del>	<del>Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acres <input type="text"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/></del>
4 <del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del> <del>RESIDENCE ADDRESS (If Different)</del>	<del>Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acres <input type="text"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/></del>
5 <del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del> <del>RESIDENCE ADDRESS (If Different)</del>	<del>Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acres <input type="text"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/></del>

I, MASHANA MAE BUTLER, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature

County of Deschutes State of Oregon  
SUBSCRIBED AND SWORN before me this 14th day of August, 2025  
Notary Public for Oregon  
Signature Mashana Mae Butler

My Commission Expires February 29, 2028

OFFICIAL STAMP  
MASHANA MAE BUTLER  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 1045717



AFTER RECORDING RETURN TO:  
 BRYANT EMERSON, LLP  
 PO BOX 457  
 REDMOND, OR 97756

Deschutes County Official Records **2022-38870**  
 D-D  
 Stn=1 BN **10/26/2022 02:45 PM**  
 \$10.00 \$11.00 \$10.00 \$61.00 \$6.00 **\$98.00**

I, Steve Dennison, County Clerk for Deschutes County, Oregon,  
 certify that the instrument identified herein was recorded in the  
 Official Records.  
 Steve Dennison - County Clerk

Unless Otherwise Requested, All  
 Tax Statements shall be sent to:  
 Lorraine T. Law  
 PO Box 693  
 Redmond, OR 97756

### BARGAIN AND SALE DEED

The true and actual consideration for this conveyance is other good and valuable consideration.

Lorraine T. Law, Grantor, grants, bargains, sells and conveys unto Lorraine T. Law, Trustee of the Terri Law Trust dated July 28, 2010, Grantee, the following described real property, situated in the County of Deschutes, State of Oregon, to-wit:

**Lot 4, ROCK AND RIVER ESTATES, Deschutes County, Oregon**

Subject to covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

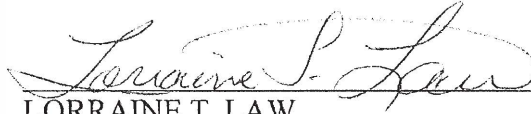
**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

*[Signature page follows]*



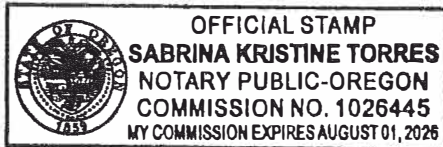
DATED this 26<sup>th</sup> day of October, 2022.

Grantor,

  
LORRAINE T. LAW

STATE OF OREGON            )  
  : ss.  
County of Deschutes        )

Personally appeared before me this 26<sup>th</sup> day of October, 2022, the above-named LORRAINE T. LAW and acknowledged the foregoing instrument to be her voluntary act and deed.



  
Notary Public of Oregon



THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

4/12/2022

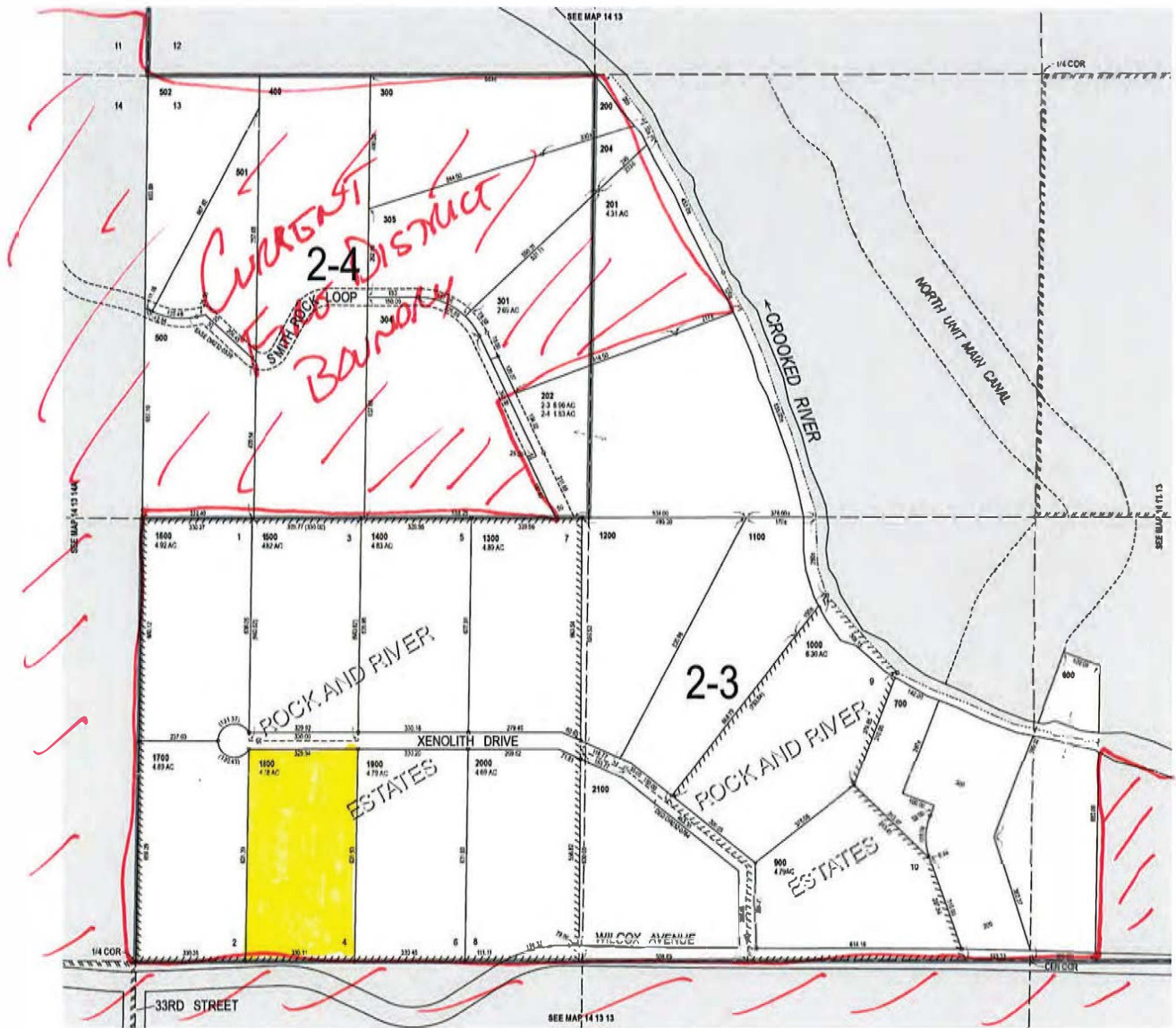
N.W. 1/4 SEC. 13 T. 14S. R. 13E. W.M.

DESCHUTES COUNTY

1" = 200'

14 13 13B0

Cancelled Nos.  
100  
203  
302  
303  
800



14 13 13B0





Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Jessica Jackson  
Confidential Administrative Specialist  
341 NW Dogwood Ave  
Redmond OR 97756

---

September 22, 2025

Documents received: 9/3/2025  
From: Jessica Jackson

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-17

) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

If you have any questions please contact Robert Ayers, 503-983-3032





EXHIBIT B

12/03/2025 Item #8.

**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

October 29, 2025

Steve Dennison

Deschutes County Clerk

Re: **Redmond Fire and Rescue** (TERRI LAW TRUST)

Map/Taxlot # 141313B001800

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

**Tel: (541) 617-4703 | Fax: (541) 382-1692**





**Petition for Annexation to  
Redmond Fire & Rescue  
3444 NE Xenolith St, Terrebonne  
Taxlot 141313B001800**

***County Clerk's Certification***

This annexation petition has been filed in compliance with the statutory requirements. The signatures submitted have undergone verification.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- **One (1) signer** is verified as a valid registered voter within the proposed annexation area.

**Dated this 1<sup>st</sup> day of November, 2025.**

Steve Dennison  
Deschutes County Clerk





COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** October 27, 2025

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

---

The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

3333 NE Wilcox Avenue, Redmond  
3347, 3561, 3444, 3451, 3526, 3645, 3733, 3757, and 3885 NE Xenolith Street, Redmond

These annexations are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

---

<sup>1</sup> Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”



**Dwain and Denise Herschbach Petition  
3885 NE Xenolith St.**



**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-15**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, Dwain and Denise Herschbach requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 20<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Jessica Meyer, Board President

ATTEST:

  
\_\_\_\_\_  
Diane Cox, District Recorder



EXHIBIT A  
PETITION TO ANNEX A SINGLE PROPERTY WITHOUT ELECTION INTO

Redmond Fire & Rescue  
(Name of District)

FOR COUNTY 12/03/2025 Item #8.

\_\_\_\_\_ Date Submitted

\_\_\_\_\_ Date Verified/  
Filed

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, states as follows:

1. This Petition for Annexation is submitted pursuant to ORS 198.857 and Petitioner(s) request the Board commence proceedings to annex the territory described herein into Redmond Fire & Rescue (name of district), Deschutes County, Oregon.

2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.

3. The Board of Redmond Fire & Rescue (name of district) approved the Petition pursuant to ORS 198.857 on \_\_\_\_\_ (insert date).

4. The principal act for Redmond Fire & Rescue (name of district) is ORS \_\_\_\_\_

(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This Petition is signed by all the land owners of the subject property proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the \_\_\_\_\_ day of, 2025.

6. The property street address of land for annexation (if known) is 3885 NE Xenolith St., Terrebonne, OR and the total acreage is 4.79. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.

7. The Oregon Department of Revenue has conducted a preliminary review of the planned annexation and determined it meets the requirements of ORS 308.225.

4 Aug 25 by Dwain Herschbach Chief Petitioner

3885 NE Xenolith St.  
Address, City, State, ZIP Terrebonne OR  
97760

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved by the Board of

\_\_\_\_\_  
Name of District

\_\_\_\_\_  
District Signature

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_



## EXHIBIT A

12/03/2025 Item #8.

NAME OF DISTRICT: \_\_\_\_\_ ☐ Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/
1	Dwain Herschbach		3885 NE Xenolith, Terrebonne, OR 97760	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		Date 8-4 2025	PROPERTY ADDRESS	Acreage 4.79
			RESIDENCE ADDRESS (If Different)	
2	Denise Herschbach		3885 NE Xenolith, Terrebonne, OR 97760	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		Date 8-4-25	PROPERTY ADDRESS	Acreage 4.79
			RESIDENCE ADDRESS (If Different)	
3	Print Name	Date	PROPERTY ADDRESS	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage
	Signature		RESIDENCE ADDRESS (If Different)	
4	Print Name	Date	PROPERTY ADDRESS	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage
	Signature		RESIDENCE ADDRESS (If Different)	
5	Print Name	Date	PROPERTY ADDRESS	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage
	Signature		RESIDENCE ADDRESS (If Different)	

I, Dwain Herschbach certify that I circulated this petition, and every person who signed this petition did

County of Deschutes State of Oregon 4<sup>th</sup> day of August, 2025

SUBSCRIBED AND SWORN before me this

Notary Public for Oregon Donna Mae Andersen My Commission Expires: March 24, 2026

OFFICIAL STAMP

**DONNA MAE ANDERSEN**

NOTARY PUBLIC-OREGON

COMMISSION NO. 1022755

MY COMMISSION EXPIRES MARCH 24, 2026



RECORDING REQUESTED BY:

  
**Western** Title & Escrow

153 SW 5th Street  
Redmond, OR 97756

AFTER RECORDING RETURN TO:

Order No.: WT0170380-ESC  
Dwain Herschbach and Denise Herschbach  
PO Box 805  
Terrebonne, OR 97760

SEND TAX STATEMENTS TO:

Dwain Herschbach and Denise Herschbach  
PO Box 805  
Terrebonne, OR 97760

APN: 124896

Map: 141313B000900

READ & APPROVED:  
D.H.  
Date

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### STATUTORY WARRANTY DEED

**Bruce Hammon**, Grantor, conveys and warrants to **Dwain Herschbach and Denise Herschbach**, as tenants by the entirety, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Deschutes, State of Oregon:

Lot 10, Rock and River Estates, Deschutes County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FIVE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$589,000.00). (See ORS 93.030).

**Subject to:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Return to Western Title & Escrow  
WT0170380

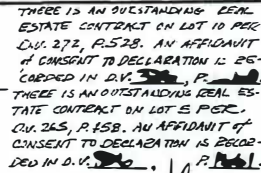


**LEGAL DESCRIPTION**

**Order No.:** WT0170380

Lot 10, Rock and River Estates, Deschutes County, Oregon.





SUBDIVISION PLAT N<sup>o</sup>

IRRIGATION WATER RIGHTS UNDER  
C.O. 1. D. CERTIFICATE # 29052  
10' EASEMENT FOR IRRIGATION WATER DELIVERY OVER  
ALL LOTS IN THIS PROJECT.

NARRATIVE.....RECORD REVIEW INCLUDES D.V.  
153/172, 163/226, 272/527; BOUNDARY SURVEYS  
BY COOK & GILBERT, 4/70, 11/77, 2/83; HANSFORD  
4/74, 9/77; POVEY 10/81; MAP-77-115, MAP-79-155  
ROCKVIEW II SUBDIVISION; AND CORNER CERTIFI-  
CATES # B05 & 301.

SURVEY PROBLEMS ENCOUNTERED INCLUDED MIS-  
ALIGNED MONUMENTS ALONG THE N 1/4 AND  
E 1/4 LINES AND ALONG THE RIGHT-OF-WAY FOR  
XENOLITH ROAD, NOW XENOLITH DRIVE. AD-  
JUSTMENTS WERE MADE N.E.S. ALONG THE N 1/4  
& E 1/4 LINES, DISREGARDING THE E-W CALLS,  
USING FOUND MONUMENTS AS OFF-LINE REFER-  
ENCES. MONUMENTS 9, 26, 28, 30, 34 & 38  
WERE HELD TO FIX THE LOCATION OF XENOLITH  
DRIVE. THREE UNRECORDED MONUMENTS ALONG  
THE EAST LINES OF LOTS 9 & 10 WERE SURVEYED  
IN RESPECT TO THE DEEDS. I HELD COOK'S MON-  
UMENTS BUT SHOW TIES TO THE SPURIOUS MONU-  
MENTS. WILCOX ROAD IS FIXED AND DEDIC-  
ATED HEREIN ALONG CONSTRUCTIVE LINES  
INASMUCH AS THERE IS LITTLE EVIDENCE OF A  
DIFFERING R/W AS INDICATED BY COOK IN  
HIS PLACEMENT OF MONUMENTS 47 & 48.


THERE ARE NO GEODETIC CONTROL STATIONS  
WITHIN 1/2 MILE OF THIS PROJECT.

THE CONTROL SURVEY WAS MADE WITH A ZEISS RTA & THEODOLITE AND A BENCHMARK PTM ELECTRONIC DISTANCE METER. MONUMENTS WERE SET WITH THE ZEISS AND A 200-FOOT READY-READING STEEL BAND TAPE.

(xxx.xx) = RECORD DATA, FROM COOK'S 1968  
PLAT of BROWN'S TRACTS.

SR = STEEL ROD.  
PCSC = PLASTIC-CAPPED STEEL ROD.  
● = MONUMENT FOUND.  
○ = MONUMENT SET, WITH PLASTIC CAP  
MARKED "OMAN PLS 702".  
⊗ = MONUMENT SET, MARKED AS NOTED.

3-25.	N 31° 14' 59" E	46 <sup>80</sup>
25-48.	S 77° 58' 14" W	51 <sup>72</sup>
48-3.	S 41° 58' 28" E	39 <sup>32</sup>
26-27.	S 63° 07' 29" W	28 <sup>n</sup>
32-33.	N 11° 32' 00" E	25 <sup>56</sup>
33-34.	N 11° 32' 00" E	25 <sup>56</sup>

 **RAYMOND E. OMAN**  
**LAND SURVEYOR**  
**60898 RIDGE DRIVE**  
**508-299-6872 BEND, OR 97702**



98-1184

28. #4 SK, RISING 4" AT SE SIDE f FNC. COR.
29. SET #5X30" PSR, BURIED 2" IN CHANNELED ROAD.
30. #4 PSR, RISING 11" AT SW SIDE f FNC. COR.
31. SET #5X26" PSR, RISING 0" AT W. SIDE f 18" X 10" X 11" BOULDER.
32. SET #5X24" PSR, RISING 2" IN COLLAR f STONE.
33. SET #5X30" PSR, BURIED 2" IN CHANNELED ROAD.
34. #4 PSR, RISING 4".
35. SET #5X 24" PSR, RISING 2" IN COLLAR f STONE, 2' N. f PWR VAULT.
36. SET #5X 24" PSR, RISING 2".
37. "X" CHISELED IN STONE.
38. SET #5X 24" PSR, RISING 0" IN COLLAR f STONE.
39. SET #5X24" PSR, RISING 12" IN MOUND f STONE.
40. SET #5X24" PSR, RISING 1".
41. SET #5X 24" PSR, RISING 1".
42. SET #5X 24" PSR, RISING 1".
43. SET #5X24" PSR, RISING 0".
44. SET #5X24" PSR, BURIED 3" IN CHANNELED ROAD.
45. SET #4X18" PSR, RISING 11" IN MOUND f STONE, 15 W. f FNC.
46. SET #5X30" PSR, RISING 3", 12' N. f FNC.
47. #4 SK, RISING 5", 03 N. x 15 W. f FNC.
48. #4 SK, RISING 2", 12.5 x 6 W. f FNC, 103 S. f N. RD. 2/W/NE.

	E	S	L	C	BEG
C-1	226 <sup>20</sup>	35°37'44"	150 <sup>25</sup>	154 <sup>76</sup>	N72°18'32"E
C-2	226 <sup>20</sup>	22°32'54"	92 <sup>73</sup>	88 <sup>63</sup>	N78°25'06"E
T-1				53 <sup>63</sup>	S89°52'36"E
T-2				67 <sup>85</sup>	S89°58'04"E
T-3				155 <sup>88</sup>	N52°04'50"W
T-4				153 <sup>87</sup>	N66°25'12"W
T-5				66 <sup>22</sup>	N66°25'12"W
T-6				977 <sup>26</sup>	S89°29'11"W
C-3	50/50 <sup>38</sup> C.C.	75°07'27"	45 <sup>11</sup>	61 <sup>12</sup>	N68°06'28"N
C-4	50 <sup>22</sup>	75°07'27"	45 <sup>11</sup>	60 <sup>16</sup>	S37°02'56"W
C-5	50 <sup>22</sup>	74°52'27"	45 <sup>34</sup>	60 <sup>73</sup>	U37°17'02"E
C-6	50/49 <sup>22</sup> C.C.	74°52'27"	65 <sup>29</sup>	60 <sup>59</sup>	N66°53'32"E

THERE IS AN OUTSTANDING  
DEED OF TRUST ON LOT 2  
PER D.V. 285, P. 0025.  
AN AFFIDAVIT OF CONSENT  
TO DECLARATION IS RE-  
CORDED IN D.V. 326,  
P. 169.





Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Jessica Jackson  
Confidential Administrative Specialist  
341 NW Dogwood Ave  
Redmond OR 97756

---

September 16, 2025

Documents received: 9/3/2025  
From: Jessica Jackson

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-15 ) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

If you have any questions please contact Robert Ayers, 503-983-3032





EXHIBIT B

12/03/2025 Item #8.

**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

October 29, 2025

Steve Dennison

Deschutes County Clerk

**Re: Redmond Fire and Rescue (HERSCHBACH, DWAIN & DENISE)**

Map/Taxlot # 141313B000900

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

**Tel: (541) 617-4703 | Fax: (541) 382-1692**





**Petition for Annexation to  
Redmond Fire & Rescue  
3885 NE Xenolith St, Terrebonne  
Taxlot 141313B000900**

***County Clerk's Certification***

This annexation petition has been filed in compliance with the statutory requirements. The signatures submitted have undergone verification.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- **Two (2) signers** are verified as valid registered voters within the proposed annexation area.

**Dated this 7<sup>th</sup> day of November, 2025.**

Steve Dennison  
Deschutes County Clerk





COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** October 27, 2025

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

---

The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

3333 NE Wilcox Avenue, Redmond  
3347, 3561, 3444, 3451, 3526, 3645, 3733, 3757, and 3885 NE Xenolith Street, Redmond

These annexations are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

---

<sup>1</sup> Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”



**John and Lynette Hedin Petition  
3645 NE Xenolith St**



**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-12**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, John and Lynette Hedin requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 20<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Jessica Meyer, Board President

ATTEST:

  
\_\_\_\_\_  
Diane Cox, District Recorder



PETITION TO ANNEX PROPERTY INTO  
Redmond Fire & Rescue  
 (Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 8/1/25 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Redmond Fire & Rescue (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Redmond Fire & Rescue (name of district) approved the petition pursuant to ORS 198.850 on \_\_\_\_\_ (insert date).
4. The principal act for Redmond Fire & Rescue (name of district) is ORS \_\_\_\_\_

(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

5. The territory subject to this Petition for Annexation is primarily inhabited uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the August 1 day of, 2025.
6. The property street address(es) of land for annexation (if known) is/are 3645 NE Xenolith St, Terrebonne, OR and the total acreage is 4.89. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 1 day of August, 2025 by Lynette Hedin  
John Hedin, Chief Petitioner(s).

PO Box 279, Terrebonne OR 97760  
 Address, City, State, ZIP

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved by the Board of \_\_\_\_\_

\* (if applicable) Approved by City of \_\_\_\_\_

\_\_\_\_\_  
 Name of District

\_\_\_\_\_  
 District Signature

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

(Print Name)

Title: \_\_\_\_\_

\_\_\_\_\_  
 City Signature

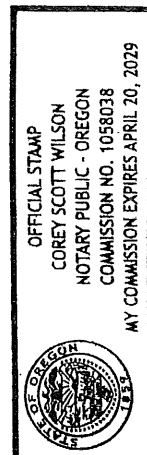
By: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_



NAME OF DISTRICT: Redmond Fire & Rescue ☐ Withdrawal ☒ Annexation



PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
<u>John A. Hedin Family Trust</u> <u>Hedin, John A + Lynette R TR &amp; E</u> <u>P.O. Box 279, Terrebonne, OR 97760</u> <div style="background-color: black; width: 300px; height: 40px; margin-top: 5px;"></div>	<u>6/16/25</u>	<u>3645 NE Xenolith St</u> <u>Terrebonne, OR 97760</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>2.89</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

I, \_\_\_\_\_, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: \_\_\_\_\_

County of Deschutes State of OR  
 SUBSCRIBED AND SWORN before me this 6th day of August, 2025  
 Notary Public for Oregon Corey Scott Wilson My Commission Expires: 04/20/29  
 Signature Corey Scott Wilson (affix notary stamp)



**Exhibit A**

**Page 1 of 1**

Address: 3645 NE Xenolith Street

Terrebonne, OR 97760

**Property Description:**

Lot 7 of ROCK AND RIVER ESTATES, as recorded in  
Cabinet D of Plats, Page 32, Records of Deschutes  
County, Oregon

**Tax ID:**

#124912

**Map & Taxlot:**

#141313BN001300

Property Description per Real Property Tax Statement

Tax Account: 124912

Code: 2003 Map:141313-B0-01300 Class: 401



Ret: ORIGINAL



After Recording Return to:  
 John A. Hedin and Lynette R. Hedin Family Trust  
 8855 Coopers Hawk Dr.  
 Redmond, OR 97756

Until a change is requested all tax statements  
 Shall be sent to the following address:  
 (same as above)

File No. DE11166

Deschutes County Official Records **2020-41911**  
 D-D **08/20/2020 10:12 AM**  
 Stn=1 BN  
 \$10.00 \$11.00 \$10.00 \$61.00 \$6.00 **\$98.00**

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon,  
 certify that the instrument identified herein was recorded in the Clerk  
 records.

Nancy Blankenship - County Clerk

### STATUTORY WARRANTY DEED

Donald Layton and Brenda Layton, as tenants by the entirety

herein called grantor, convey(s) and warrant(s) to

John A. Hedin and Lynette R. Hedin, Trustees of the John A. Hedin Family Trust agreement dated  
 November 13, 1998,

herein called grantee, all that real property situated in the County of Deschutes, State of Oregon,  
 described as:

Lot 7 of ROCK AND RIVER ESTATES, as recorded in Cabinet D of Plats, Page 32, Records of  
 Deschutes County, Oregon

(Tax ID: #124912, Map & Taxlot: #141313BN001300)

and covenant(s) that grantor is the owner of the above described property free of all encumbrances  
 except covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if  
 any, and apparent upon the land, contracts and/or liens for irrigation and/or drainage; and except any real  
 property taxes due but not yet payable; and will warrant and defend the same against all persons who  
 may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is **\$290,000.00.**



Exhibit B  
Page 1 of 1

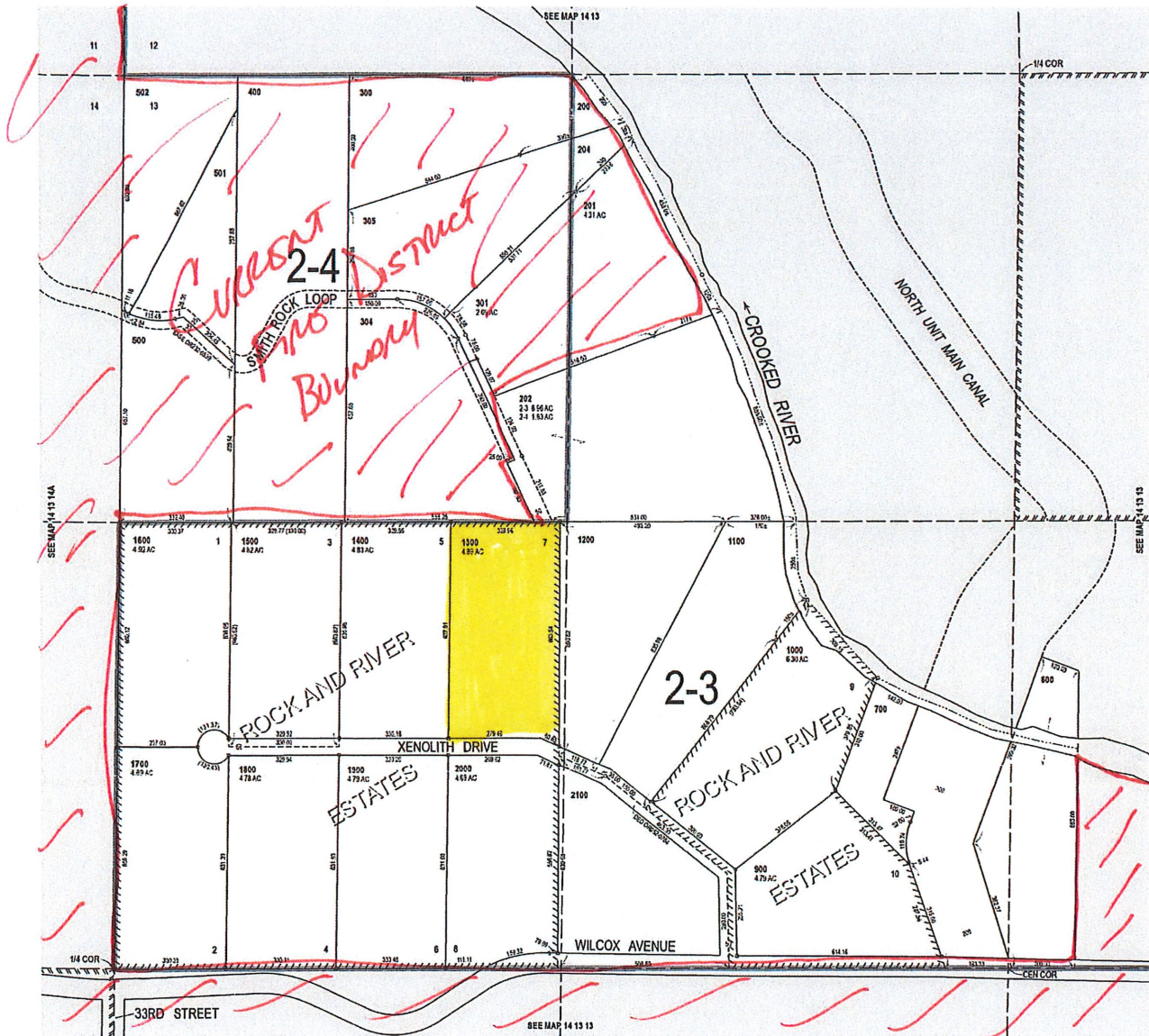
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

4/12/2022

N.W.1/4 SEC.13 T.14S. R.13E. W.M.  
DESCHUTES COUNTY  
1" = 200'

14 13 13B0

Cancelled Nos.  
100  
203  
302  
303  
800



14 13 13B0

Key

- Current File District Boundary
- Proposed Territory to Annex





Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Jessica Jackson  
Confidential Administrative Specialist  
341 NW Dogwood Ave  
Redmond OR 97756

---

September 16, 2025

Documents received: 9/3/2025  
From: Jessica Jackson

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-12) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

If you have any questions please contact Robert Ayers, 503-983-3032





EXHIBIT B

12/03/2025 Item #8.

**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

October 29, 2025

Steve Dennison

Deschutes County Clerk

Re: **Redmond Fire and Rescue** (JOHN A HEDIN FAMILY TRUST)

Map/Taxlot # 141313B001300

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

**Tel: (541) 617-4703 | Fax: (541) 382-1692**





**Petition for Annexation to  
Redmond Fire & Rescue  
3645 NE Xenolith St, Terrebonne  
Taxlot 141313B001300**

***County Clerk's Certification***

This annexation petition has been filed in compliance with the statutory requirements. The signatures submitted have undergone verification.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- **Two (2) signers** are verified as valid registered voters within the proposed annexation area.

**Dated this 7<sup>th</sup> day of November, 2025.**

Steve Dennison  
Deschutes County Clerk





COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** October 27, 2025

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

---

The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

3333 NE Wilcox Avenue, Redmond  
3347, 3561, 3444, 3451, 3526, 3645, 3733, 3757, and 3885 NE Xenolith Street, Redmond

These annexations are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

---

<sup>1</sup> Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”



**John and Margaret Goodman Petition  
3347, 3451, 3561 NE Xenolith St**



**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-18**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, John and Margaret Goodman requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and


**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 20<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Jessica Meyer, Board President

ATTEST:

  
\_\_\_\_\_  
Diane Cox, District Recorder



**PETITION TO ANNEX PROPERTY INTO**  
Redmond Fire & Rescue  
 (Name of District)

**To: The Board of County Commissioners, Deschutes County, Oregon**

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 7/24/25 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Redmond Fire & Rescue (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Redmond Fire & Rescue (name of district) approved the petition pursuant to ORS 198.850 on \_\_\_\_\_ (insert date).
4. The principal act for Redmond Fire & Rescue (name of district) is ORS \_\_\_\_\_

(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

5. The territory subject to this Petition for Annexation is primarily inhabited <sup>-1 house</sup> ~~uninhabited~~ (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the July 23 day of, 2025.
6. The property street address(es) of land for annexation (if known) is/are 3347 NE KENDALL, 3451 NE KENDALL, 3561 NE KENDALL ~~Terrebonne~~ and the total acreage is 14.57 acres. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 24 day of July, 2025 by John Q Goodman Chief Petitioner(s).

Margaret E Goodman  
3451 NE Kendall, Terrebonne  
 Address, City, State, ZIP OR 97760

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved by the Board of \_\_\_\_\_

(if applicable) Approved by City of \_\_\_\_\_

\_\_\_\_\_  
 Name of District

\_\_\_\_\_  
 District Signature

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

(Print Name)

Title: \_\_\_\_\_

\_\_\_\_\_  
 City Signature

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

(Print Name)

Title: \_\_\_\_\_



## EXHIBIT A

12/03/2025 Item #8.

NAME OF DISTRICT: Redmond Fire & Rescue☐ Withdrawal ☒ Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>John Q Goodman</u> [Redacted]	<u>7/24/25</u> Date	<u>3347 NE KENDINA ST</u> PROPERTY ADDRESS <u>Terrebonne OR</u> <u>3451 NE KENDINA ST, Terrebonne OR</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>4.92</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2 <u>Margaret E Goodman</u> [Redacted]	<u>7/24/25</u> Date	<u>3347 NE KENDINA ST</u> PROPERTY ADDRESS <u>Terrebonne OR</u> <u>3451 NE KENDINA ST, Terrebonne OR</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>4.92</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
3 <u>John Q Goodman</u> [Redacted]	<u>7/24/25</u> Date	<u>3451 NE KENDINA ST</u> PROPERTY ADDRESS <u>Terrebonne OR 97760</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>4.92</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
4 <u>Margaret E Goodman</u> [Redacted]	<u>7/24/25</u> Date	<u>3451 NE KENDINA ST</u> PROPERTY ADDRESS <u>Terrebonne OR 97760</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>4.92</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
5 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, John Q Goodman, certify that I understand this petition, and every person who signed this petition did so in my presence. Signature: [Redacted]

County of Deschutes State of Oregon  
SUBSCRIBED AND SWORN before me this 24th day of July, 2025  
Notary Public for Oregon Corey Scott Wilson  
Signature Corey Scott Wilson

My Commission Expires: 04/20/2029

OFFICIAL STAMP  
COREY SCOTT WILSON  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 1058038  
MY COMMISSION EXPIRES APRIL 20, 2029

(affix notary stamp)



## EXHIBIT A

12/03/2025 Item #8.

NAME OF DISTRICT: Redmond Fire & Rescue☐ Withdrawal ☒ Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>John Q Goodman</u> Print Name [Redacted Signature]	<u>7/24/25</u> Date	<u>3561 NE Xenovia St</u> <u>Tennebelle, OR 97760</u> PROPERTY ADDRESS <u>3451 NE Xenovia St</u> <u>Tennebelle, OR 97760</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>4.83</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2	<u>Margaret Goodman</u> Print Name [Redacted Signature]	<u>7/24/25</u> Date	<u>3561 NE Xenovia St</u> <u>Tennebelle, OR 97760</u> PROPERTY ADDRESS <u>3451 NE Xenovia St</u> <u>Tennebelle, OR 97760</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>4.83</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
3	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
4	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
5	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

I certify that I circulated this petition, and every person who signed this petition did so

Margaret Goodman  
[Redacted Signature]

County of Deschutes State of Oregon  
SUBSCRIBED AND SWORN before me this 24th day of July, 2025  
Notary Public for Oregon Cory Scott Wilson  
Signature Cory Scott Wilson

My Commission Expires: 8/12/2029

(affix notary stamp)

OFFICIAL STAMP  
COREY SCOTT WILSON  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 1058038  
MY COMMISSION EXPIRES APRIL 20, 2029

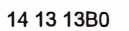


**THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY**

4/12/2022

**1" = 200'**

**Cancelled Nos.**  
100  
203  
302  
303  
800



— CURRENT FIRE BOUNDARY  
 AREA TO BE ANNEXED



**EXHIBIT A-1**

Legal description:

3347 NE Xenolith St., Terrebonne, Oregon 97760  
Lot 1, Rock and River Estates, Deschutes County, Oregon  
Together with 2.5 acres of Central Oregon Irrigation District Water Rights  
Account: 124909  
Map & Tax Lot: 14-13-13-BO-01600

Excepting therefrom the Southerly 25 feet, which is reserved for roadway purposes.



**EXHIBIT A-2**

Legal description:

A tract of land located in the South Half of the Northwest Quarter (S1/2 NW14) of Section 13, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

Excepting therefrom the Southerly 25 feet, which is reserved for roadway purposes.

Also described as Lot 3, Rock and River Estates, Deschutes County, Oregon

Account number: 124910

Map/Tax Lot: 14-13-13-BO-01500

Address: 3451 NE Xenolith St., Terrebonne, OR 97760



## EXHIBIT A-3


Legal description:

3561 NE Xenolith St, Terrebonne, Oregon 97760  
Lot 5, Rock and River Estates, Deschutes County, Oregon  
Account number: 124911  
Tax and Map: 141313-BO-01400

Excepting therefrom the Southerly 25 feet, which is reserved for roadway purposes.





After recording return to:	
Order Number: 115557	
 <b>Western</b> Title & Escrow 360 SW Bond, Suite 100 Bend, OR 97702	
Grantee Name(s)	
John Q. Goodman and Margaret E. Goodman, Trustees of the Goodman Living Trust UTD 1/16/2006 3451 NE Xenolith Terrebonne, OR 97760	
Until a change is requested, all tax statements shall be sent to the following address:	
Same as Above	

Deschutes County Official Records **2016-020635**  
 D-D  
 Stn=2 PG 05/27/2016 01:23:26 PM  
 \$10.00 \$11.00 \$10.00 \$6.00 \$21.00 **\$58.00**

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Nancy Blankenship - County Clerk

Reserved for Recorder's Use

### STATUTORY WARRANTY DEED

Beatrice Elin Kroeker also appearing of record as Beatrice Elin Latenser, Grantor(s), convey and warrant to John Q. Goodman and Margaret E. Goodman, Trustees of the Goodman Living Trust UTD 1/16/2006, Grantee(s), the following described real property free of encumbrances except as specifically set forth herein.

**Lot 1, ROCK AND RIVER ESTATES, Deschutes County, Oregon.**

**Together with 2.5 acres of Central Oregon Irrigation District Water rights**

Account: 124909

Map & Tax Lot: 14-13-13-B0-01600

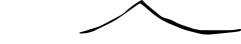
This property is free of encumbrances, EXCEPT: All those items of record, if any, as of the date of this deed, including any real property taxes due, but not yet payable.

The true consideration for this conveyance is **\$210,000.00**. (Here comply with requirements of ORS 93.030.)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**RETURN TO WESTERN  
TITLE & ESCROW**



After recording return to:
Order Number: 115557
 <b>Western</b> Title & Escrow 360 SW Bond, Suite 100 Bend, OR 97702
Grantee Name(s)
John Q. Goodman and Margaret E. Goodman, Trustees of the Goodman Living Trust UTD 1/16/2006 3451 NE Xenolith Terrebonne, OR 97760
Until a change is requested, all tax statements shall be sent to the following address:
Same as Above

Reserved for Recorder's Use

**STATUTORY WARRANTY DEED**

Beatrice Elin Kroeker also appearing of record as Beatrice Elin Latenser, Grantor(s), convey and warrant to **John Q. Goodman and Margaret E. Goodman, Trustees of the Goodman Living Trust UTD 1/16/2006**, Grantee(s), the following described real property free of encumbrances except as specifically set forth herein.

**Lot 1, ROCK AND RIVER ESTATES, Deschutes County, Oregon.**

**Together with 2.5 acres of Central Oregon Irrigation District Water rights**

Account: **124909**

Map & Tax Lot: **14-13-13-B0-01600**

This property is free of encumbrances, EXCEPT: All those items of record, if any, as of the date of this deed, including any real property taxes due, but not yet payable.

The true consideration for this conveyance is **\$210,000.00**. (Here comply with requirements of ORS 93.030.)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**RETURN TO WESTERN  
TITLE & ESCROW**



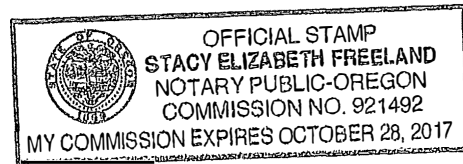
Executed this 26 day of April, 2016

Beatrice Elin Latenser  
Beatrice Elin Latenser

State of Oregon, County of Deschutes ss.

This instrument was acknowledged before me on this 26th day of April, 2016 by **Beatrice Elin Latenser**.

Stacy Elizabeth Freeland  
Notary Public for the State of Oregon  
My commission expires: 10-28-2017







Smith Hill Properties  
3451 NE Xenon Ln  
Terrebonne, OR 97760

Charles L and April E Bryant  
16130 Kennedy St  
Woodbridge, VA 22191

According, return to (Name, Address, Zip):  
Smith Hill Properties  
3451 NE Xenon Ln  
Terrebonne, OR 97760

SPACE RESERVED  
 FOR  
 RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_ ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Records of said County.

Witness my hand and seal of County affixed.

NAME TITLE

By \_\_\_\_\_, Deputy.

MEMORANDUM OF LAND SALE CONTRACT

KNOW ALL BY THESE PRESENTS that on December 28, 2000,  
Smith Hill Properties, as vendor(s), and  
Charles L and April E Bryant, as vendee(s),  
 made and entered into a certain land sale contract, wherein the vendor(s) agreed to sell to the vendee(s), and the vendee(s) agreed to purchase from the vendor(s), the fee simple title in and to the following described real property in Deschutes County, State of Oregon, to-wit:

A tract of land located in the South Half of the Northwest quarter of Section 13, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:  
 Beginning at a point from which the West one-quarter corner of said Section 13 bears South 89°30'18" West, 990.00 feet; thence North 00°26'50" East, 657.26 feet; thence North 89°26'58" East, 275.15 feet; thence South 66°34'52" East, 65.91 feet; thence South 630.68 feet; thence South 89°30'18" West, 340.63 feet to the point of beginning.  
 EXCEPTING THEREFROM the northerly 25 feet, which is reserved for roadway purposes; AND ALSO EXCEPTING that portion lying within the right of way of the Lambert Road. TOGETHER with 2 1/2 acres of Central Oregon Irrigation Water.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true and actual consideration paid for this transfer, set forth in the contract, is \$ transfer of equal land parcels payable in monthly ☐ quarterly ☐ semi-annual ☐ annual installments (indicate which) of not less than \$ \_\_\_\_\_ each. All deferred payments shall bear interest at the rate of \_\_\_\_\_ % per annum from the date of the contract until paid.

IN WITNESS WHEREOF, the vendor(s) executed this memorandum on \_\_\_\_\_, 19\_\_\_\_. If the vendor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Smith Hill Properties  
by Margaret E Goodman

NOTE: ORS 93.635 requires the foregoing memorandum to "be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby."

STATE OF OREGON County of Deschutes ss.

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

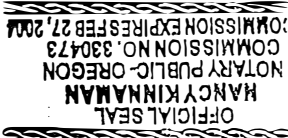
by \_\_\_\_\_

This instrument was acknowledged before me on 1-10, 2000,

by Margaret E Goodman

a. Terrebonne

c. Smith Hill Properties



Nancy Kinnaman  
 Notary Public for Oregon  
 My commission expires 2-27-2004



99-39057-1



STATE OF OREGON, } ss.  
County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Deeds of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By

\_\_\_\_, Deputy.

SPACE RESERVED  
FOR  
RECORDER'S USE

John Q Goodman  
Margaret E. Goodman  
320 SW Canyon Dr. Lebanon, OR 97356  
Grantor's Name and Address  
Smith Hill Properties, Inc.  
190 Edwards Rd. S.  
Monmouth, OR 97361  
Grantee's Name and Address  
After recording, return to (Name, Address, Zip):  
Smith Hill Properties, Inc.  
190 Edwards Rd. S.  
Monmouth, OR 97361  
Until requested otherwise, send all tax statements to (Name, Address, Zip):  
Smith Hill Properties, Inc.  
190 Edwards Rd. S.  
Monmouth, OR 97361

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that John Q Goodman and Margaret E. Goodman  
hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by Smith Hill Properties, Inc.  
hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Deschutes County, State of Oregon, described as follows, to-wit:

A tract of land located in the South Half of the Northwest quarter of Section 13, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at a point from which the West one-quarter corner of said Section 13 bears South 89°30'18" West, 990.00 feet; thence North 00°26'50" East, 657.26 feet; thence North 89°26'58" East, 275.15 feet; thence South 66°34'52" East, 65.91 feet; thence South 630.68 feet; thence South 89°30'18" West, 340.63 feet to the point of beginning.

EXCEPTING THEREFROM the northerly 25 feet, which is reserved for roadway purposes; AND ALSO EXCEPTING that portion lying within the right of way of the Lambert Road, TOGETHER with 2½ acres of Central Oregon Irrigation Water.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)


To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state): \_\_\_\_\_



After recording return to:

Order Number: 17180



Western Title & Escrow  
450 SW Powerhouse Drive, Suite 429  
Bend, OR 97702

Grantee Name(s)

John Q. Goodman and Margaret E. Goodman  
3451 NE Xenolith  
Terrebonne, OR 97760

Until a change is requested, all tax statements  
shall be sent to the following address:

Same as Above



**\$31.00**

00655154200900072830010011

02/20/2009 03:24:23 PM

**D-D Cnt=1 Stn=3 PG**  
**\$5.00 \$11.00 \$10.00 \$5.00**

**Reserved for Recorder's Use**

# STATUTORY WARRANTY DEED

**John Q. Goodman and Margaret E. Goodman, Trustees of the Goodman Living Trust dated January 16, 2006, and any amendments thereto, Grantors**  
convey and warrant to

**John Q. Goodman and Margaret E. Goodman, as tenants by the entirety, Grantees**  
the following described real property free of encumbrances except as specifically set forth  
herein:

***A tract of land located in the South Half of the Northwest Quarter (S1/2 NW14) of Section 13, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:***

***Beginning at a point from which the Northwest corner of said South Half of the Northwest Quarter (S1/2 NW14) of Section 13 bears South 89°26'58" West, 330.00 feet; thence North 89°26'58" East, 330.00 feet; thence South 00°26'50" West, 663.62 feet; thence South 89°26'58" West, 330.00 feet; thence North 00°26'50" East, 663.62 feet to the Point of Beginning.***

***EXCEPTING THEREFROM the Southerly 25 feet, which is reserved for roadway purposes***

***ALSO DESCRIBED AS Lot 3, ROCK AND RIVER ESTATES, Deschutes County, Oregon.***

Account No(s): **124910**

Map/Tax Lot No(s): **14-13-13-B0-01500**

This property is free of encumbrances, EXCEPT: All those items of record, if any, as of the date of this deed, including any real property taxes due, but not yet payable.

The true consideration for this conveyance is **\$0.00 to change vesting only.** (Here comply with requirements of ORS 93.030.)



## WARRANTY DEED

2001-16622-1

CHARLES L. BRYANT AND APRIL E. BRYANT, TRUSTEES OR THEIR SUCCESSORS IN TRUST,  
 UNDER THE BRYANT LIVING TRUST, DATED JUNE 5, 1995,  
 Grantor(s) hereby grant, bargain, sell, warrant and convey to:  
 SMITH HILL PROPERTIES, INC.,  
 Grantee(s) and grantee's heirs, successors and assigns the following described  
 real property, free of encumbrances except as specifically set forth herein in  
 the County of DESCHUTES and State of Oregon, to wit:

LOT FIVE (5), ROCK AND RIVER ESTATES, DESCHUTES COUNTY, OREGON.

SERIAL NO. ~~124905~~ 141313 BO ~~02000~~  
 124911 01400

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT  
 IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR  
 ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY  
 SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY  
 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST  
 PRACTICES AS DEFINED IN ORS 30.930.

The true and actual consideration for this conveyance is .00.

Until a change is requested, all tax statements shall be sent to Grantee at the  
 following address: 3451 NE KENOLITH STREET, TERREBONNE, OR 97760

Dated this 31 day of March, 2001.

Charles L. Bryant, Trustee  
 CHARLES L. BRYANT, TRUSTEE

April E. Bryant Trustee  
 APRIL E. BRYANT, TRUSTEE

Rerecording to correct  
 Serial Number and Tax Map/Lot  
 Number originally recorded  
 Vol.2002/Page 16622 on  
 April 10, 2001

State of Virginia  
 County of Fairfax

This instrument was acknowledged before me on 31 March, 2001 by  
 CHARLES L. BRYANT AND APRIL E. BRYANT, TRUSTEES.

Mohammad T. Raufinia

(Notary Public)





Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Katie Annen  
Administrative Assistant  
Redmond Fire & Rescue  
341 NW Dogwood Ave  
Redmond OR 97756

---

October 16, 2025

Documents received: 10/8/2025  
From: Katie Annen

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-18) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

If you have any questions please contact Robert Ayers, 503-983-3032





EXHIBIT B

12/03/2025 Item #8.

**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

October 29, 2025

Steve Dennison

Deschutes County Clerk

Re: **Redmond Fire and Rescue** (GOODMAN LIVING TRUST & SMITH HILL PROPERTIES INC)

Map/Taxlot # **141313B, 1400, 1500 & 1600**

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

**Tel: (541) 617-4703 | Fax: (541) 382-1692**





County Clerk

**Petition for Annexation to  
Redmond Fire & Rescue  
3347, 3451 & 3561 NE Xenolith St, Terrebonne  
Taxlots 141313B001700, 141313B001500 & 141313B001400**

***County Clerk's Certification***

This annexation petition has been filed in compliance with the statutory requirements. The signatures submitted have undergone verification.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- **Two (2) signers** are verified as valid registered voters within the proposed annexation area.

**Dated this 7<sup>th</sup> day of November, 2025.**

Steve Dennison  
Deschutes County Clerk





COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** October 27, 2025

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

---

The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

3333 NE Wilcox Avenue, Redmond  
3347, 3561, 3444, 3451, 3526, 3645, 3733, 3757, and 3885 NE Xenolith Street, Redmond

These annexations are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

---

<sup>1</sup> Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”



**Gail Baker Petition**  
**3333 NE Wilcox Avenue**



**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-14**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, Gail Baker requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 20<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Jessica Meyer, Board President

ATTEST:

  
\_\_\_\_\_  
Diane Cox, District Recorder



EXHIBIT A  
PETITION TO ANNEX A SINGLE PROPERTY WITHOUT ELECTION INTO

Redmond Fire District

(Name of District)

FOR COUNTY

12/03/2025 Item #8.

\_\_\_\_ Date Submitted

\_\_\_\_ Date Verified/  
Filed

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, states as follows:

1. This Petition for Annexation is submitted pursuant to ORS 198.857 and Petitioner(s) request the Board commence proceedings to annex the territory described herein into Redmond Fire District (name of district), Deschutes County, Oregon.

2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.

3. The Board of Redmond Fire District (name of district) approved the Petition pursuant to ORS 198.857 on \_\_\_\_\_ (insert date).

4. The principal act for Redmond Fire District (name of district) is ORS \_\_\_\_\_

(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

5. The territory subject to this Petition for Annexation is primarily inhabited uninhabited (circle one). This Petition is signed by all the land owners of the subject property proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the August 5 day of, 20 25

6. The property street address of land for annexation (if known) is 3333 NE Wilcox Ave, Terrebonne, OR 97760 and the total acreage is 4.89. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.

7. The Oregon Department of Revenue has conducted a preliminary review of the planned annexation and determined it meets the requirements of ORS 308.225.

Signed this 5 day of \_\_\_\_\_

25 by Gail Baker, Chief Petitioner

3333 NE Wilcox Ave, Terrebonne, OR  
Address, City, State, ZIP 97760

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved by the Board of \_\_\_\_\_

\_\_\_\_\_  
Name of District

\_\_\_\_\_  
District Signature

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_



## EXHIBIT A

12/03/2025 Item #8.

NAME OF DISTRICT: Redmond Fire District ☒ Annexation

OFFICIAL STAMP  
COREY SCOTT WILSON  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 1058038  
MY COMMISSION EXPIRES APRIL 20, 2029

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/
1 <u>Gail Baker</u> [Redacted] Signature	<u>8/5/25</u> Date	<u>3333 NE Wilcox Ave, Terrebonne, OR 97760</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>4.89</u>
2 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____
3 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____
4 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____
5 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____

I, Corey Scott Wilson, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: \_\_\_\_\_

County of Oregon State of Oregon  
SUBSCRIBED AND SWORN before me this 5<sup>th</sup> day of August, 2025  
Notary Public for Oregon Corey Scott Wilson My Commission Expires: 4/20/2029



EXHIBIT A

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

12/03/2025 Item #8.

2011-10258

\$53.00



00774381201100102580020023

03/17/2011 03:48:42 PM

D-D Cnt=1 Stn=2 TH

\$10.00 \$11.00 \$16.00 \$10.00 \$6.00

**UNTIL A CHANGE IS REQUESTED,  
SEND ALL TAX STATEMENTS TO:**

Gail Cornelia Baker, Trustee  
3333 NE Wilcox Avenue  
Terrebonne, Oregon 97760

**AFTER RECORDING RETURN TO:**

Gail Cornelia Baker, Trustee  
3333 NE Wilcox Avenue  
Terrebonne, Oregon 97760

### STATUTORY WARRANTY DEED

Gail Baker ("Grantor") conveys to, Gail Cornelia Baker, Trustee of the Gail Baker Living Trust, Dated March 17, 2011 ("Grantee"), the following described real property free of liens and encumbrances, except as specifically set forth herein:

3333 NE Wilcox Avenue, Terrebonne, Oregon 97760

**Lot 2, ROCK AND RIVER ESTATES, Deschutes County, Oregon.**

FOR INFORMATIONAL PURPOSES ONLY, THE MAP/TAX ACCOUNT NUMBERS ARE REFERENCED HERE:

Account No. 124908      14-13-13-B0-01700

The true and actual consideration for this conveyance is for the Estate Planning of the Grantor.

**SUBJECT TO:** All liens and encumbrances, easements, covenants, conditions and restrictions of record or otherwise discoverable in the public records of any governmental agency, and any easements, encroachments, or other conditions and restrictions apparent from a visual inspection of the property.

The liability and obligations of grantor to grantee and grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to grantor under any policy of title insurance issued to grantee at the time grantor acquired such property. The limitations contained herein expressly do not relieve grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

Steven H. Leventhal, Attorney-at-Law, 855 SW Yates Drive, Suite 104, Bend, Oregon 97702  
Phone: 541-382-9368



BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

SIGNED:

Gail Baker  
Gail Baker, Grantor

Dated:

3/17/2011

STATE OF OREGON

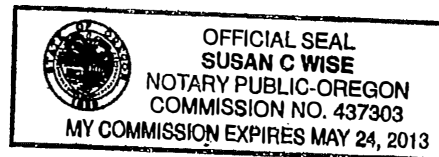
)

)

ss.

County of Deschutes

)



On the 17<sup>th</sup> day of March 2011, Gail Baker personally appeared before me and acknowledged the foregoing instrument to be her voluntary act.

NOTARY PUBLIC FOR OREGON:

Susan C. Wise

My Commission Expires:

May 24, 2013



THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

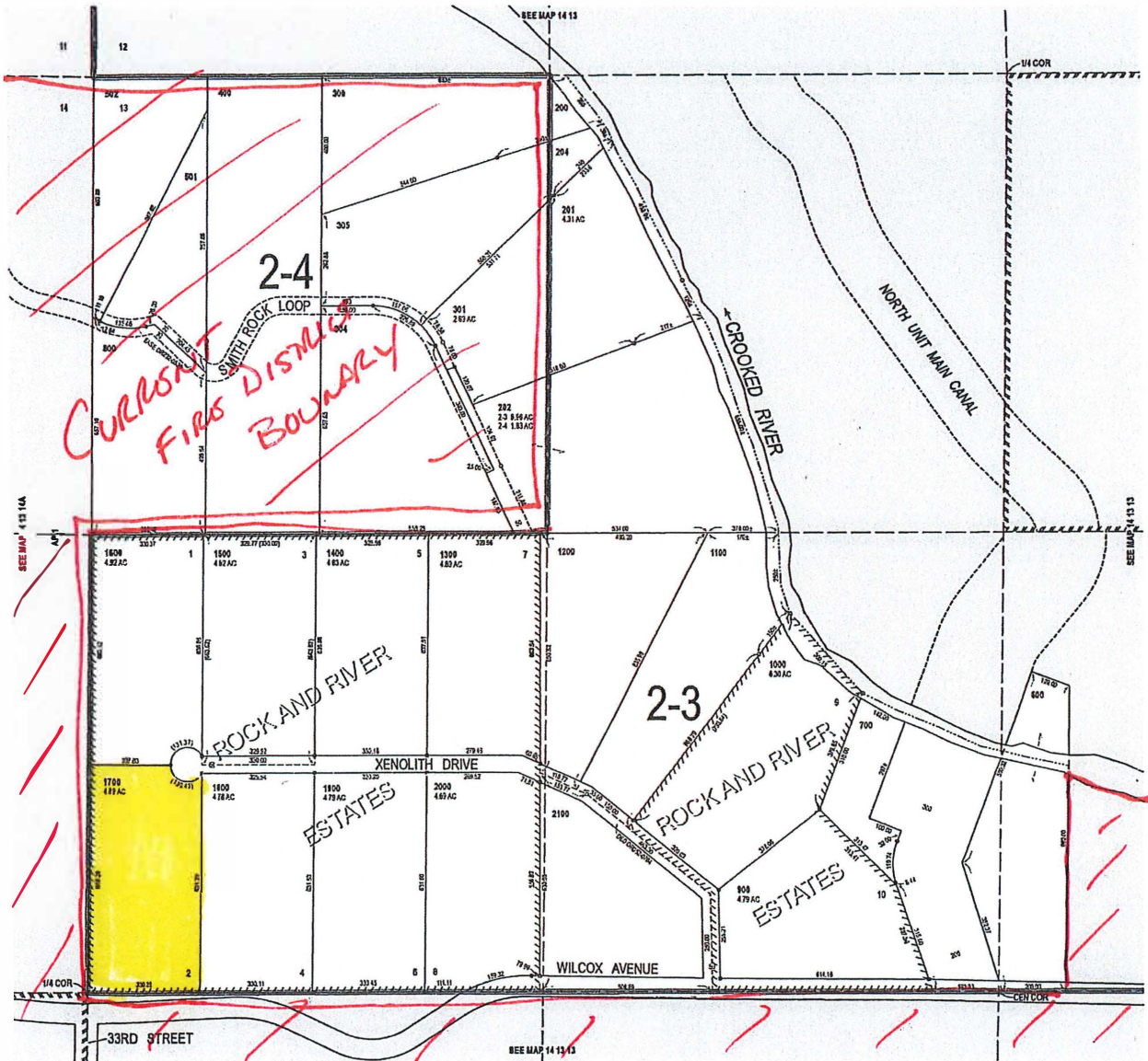
4/12/2022

N.W.1/4 SEC.13 T.14S. R.13E. W.M.  
DESCHUTES COUNTY

1" = 200'

14 13 13B0

Cancelled Nos.  
100  
203  
302  
303  
800



14 13 13B0





Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Jessica Jackson  
Confidential Administrative Specialist  
341 NW Dogwood Ave  
Redmond OR 97756

---

September 16, 2025

Documents received: 9/3/2025  
From: Jessica Jackson

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-14) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

If you have any questions please contact Robert Ayers, 503-983-3032





EXHIBIT B

12/03/2025 Item #8.

**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

October 29, 2025

Steve Dennison

Deschutes County Clerk

Re: **Redmond Fire and Rescue** (Gail Baker)

Acct# **124908**

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

**Tel: (541) 617-4703 | Fax: (541) 382-1692**





**Petition for Annexation to  
Redmond Fire & Rescue  
3333 NE Wilcox Ave, Terrebonne  
Taxlot 141313B001700**

***County Clerk's Certification***

This annexation petition has been filed in compliance with the statutory requirements. The signatures submitted have undergone verification.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- **One (1) signer** is verified as a valid registered voter within the proposed annexation area.

**Dated this 1<sup>st</sup> day of November, 2025.**

Steve Dennison  
Deschutes County Clerk





COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** October 27, 2025

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

---

The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

3333 NE Wilcox Avenue, Redmond  
3347, 3561, 3444, 3451, 3526, 3645, 3733, 3757, and 3885 NE Xenolith Street, Redmond

These annexations are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

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<sup>1</sup> Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Review of an applicant-initiated text amendment to the Sunriver Community Limited District Zone

**RECOMMENDED MOTION:**

Move approval of Hearings Officer's Recommendation for file 247-25-000035-TA regarding a proposed text amendment to Deschutes County Code Chapter 18.108, and direct staff to draft an ordinance for the Board's consideration.

**BACKGROUND AND POLICY IMPLICATIONS:**

Sunriver Resort has requested a text amendment to the Sunriver Community Limited District Zone to ensure the existing Sunriver Boarding Stable structure complies with County's zoning regulations. The proposed amendment will expand the allowed uses for the Sunriver Boarding Stable structure to also include the following uses permitted outright:

1. An equestrian facility;
2. A park;
3. A playground; and
4. A building or buildings each not exceeding 8,000 square feet of floor area which include any combination of:
  - a. Retail sales, rental, and repair services commonly associated with equestrian facilities.

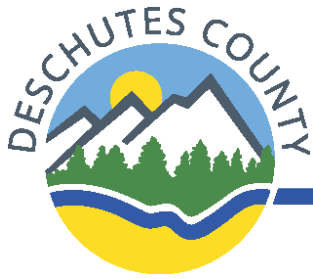
A public hearing was held before the Deschutes County Hearings Officer on October 22, 2025, and the Hearings Officer recommended approval of the text amendment. No public comments or testimony were provided.

At this time, staff is asking the Board to decide on the next step of the review. The Board can adopt the Hearings Officer's Recommendation or schedule a second hearing to take public testimony and deliberate on the applicant's request. Staff recommends the Board adopt the Hearings Officer's decision.

**BUDGET IMPACTS:** None

**ATTENDANCE:** Caroline House, Senior Planner





## COMMUNITY DEVELOPMENT

## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Caroline House, Senior Planner

**DATE:** November 25, 2025

**RE:** Work Session to discuss the BOCC's review of an applicant-initiated text amendment to the Sunriver Community Limited District Zone (File No. 247-25-000035-TA).

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On December 1, 2025, the Board of County Commissioners ("Board") will consider whether to initiate review of a Hearings Officer's Recommendation approving a Text Amendment to Deschutes County Code Chapter 18.108. The proposed text amendment will expand the allowed uses of the existing Sunriver Boarding Stable structure to include the uses allowed outright in the Sunriver Resort Equestrian ("RE") District.

## I. IMPACTED PROPERTIES

Sunriver Resort's ("Applicant") proposed text amendment will only affect properties *with existing structures* that are partially located in both the Sunriver Community Limited ("CL") and RE Districts within the Urban Unincorporated Community of Sunriver.

In total, there are two properties in Deschutes County with the RE District zoning designation and both properties also contain CL zoned land or abut the CL District. Sunriver Resort owns both properties and they are identified on Deschutes County Assessor's Maps 19-11-31, as tax lot 300 and 20-11-06, as tax lot 500. Tax Lot 300 is the only property with an existing structure partially located in both the Sunriver CL and RE Districts.

The Applicant narrowly tailored the requested text amendment to address the split zoning issue of the Sunriver Boarding Stable structure on Tax Lot 300. The Sunriver Boarding Stable was approved in 2007 (ref. File No. SP-07-43). However, the land use approval is somewhat ambiguous about the approved location of the building and, the Boarding Stable structure now straddles the CL and RE District boundaries (see *Figure 1* below).



*Figure 1 – Existing Structure Partially in the CL and RE Districts  
(Reference Blue Bubbled Structure)*



## II. PROPOSAL

Sunriver Resort has requested a text amendment to the Sunriver CL District to ensure the existing Sunriver Boarding Stable structure complies with County's zoning regulations.

The proposed amendment will expand the allowed uses for the Sunriver Boarding Stable structure to also include the following uses permitted outright in the RE District:

1. An equestrian facility;
2. A park;
3. A playground; and
4. A building or buildings each not exceeding 8,000 square feet of floor area which include any combination of:
  - a. Retail sales, rental, and repair services commonly associated with equestrian facilities.

A public hearing was held before the Deschutes County Hearings Officer on October 22, 2025, and the Hearings Officer recommended approval of the text amendment. No public comments or public testimony were provided.



### III. PUBLIC COMMENTS

No public comments have been submitted.

### IV. NEXT STEPS

The Board must decide on the next steps of the review. The proposed Text Amendment meets the definition of a quasi-judicial text amendment but also has qualities of a legislative amendment. Pursuant to DCC 22.28.030(A) and DCC 22.12.050, the Board must take final action on amendments to Deschutes County Code. The subject application was processed as a quasi-judicial application and the Hearings Officer issued a recommendation, as only the Board has the authority to take final action on any Text Amendment.

The Board has two options for the next steps of the review:

1. Adopt the Hearings Officer's Recommendation; or
2. Initiate review of the Hearings Officer's Recommendation and conduct a public hearing.

#### Option 1: Reasons to Adopt the Hearings Officer's Recommendations:

- Staff and the Applicant are satisfied with the proposed code language and the Hearings Officer's recommendation.
- The Text Amendment is very limited in scope and does not have broad policy implications.
- No comments have been received and there have been sufficient opportunities for public participation. Members of the public were notified of the subject application through a mailed Notice of Application, posted land use sign, mailed Notice of Public Hearing, project webpage, and posting in the Bend Bulletin.

If the Board decides to adopt the Hearings Officer's Recommendation, a draft Ordinance will be prepared that incorporates the Hearings Officer's Recommendation as findings. Staff would then return to the Board for a first and second reading of that draft Ordinance approving the proposed Text Amendment.

#### Option 2: Reasons to Initiate Board Review:

- The Board may want make interpretations relating to the Hearings Officer's Recommendation and reinforce or refute some or all recommended findings in case there is an appeal to Land Use Board of Appeals review.
- The Board may also choose to hold their own public hearing in order to provide additional opportunities for public input.



If the Board decides to initiate review of the Hearings Officer's recommendation, staff will schedule a public hearing before the Board.

## **V. STAFF RECOMMENDATION**

Staff recommends the Board adopt the Hearings Officer's decision.

## **VI. 150-DAY LAND USE CLOCK**

Pursuant to DCC 22.20.040(D)(1), the subject application is exempt from the 150-day land use clock.

## **VII. RECORD**

The record for File No. 247-25-000035-TA is as presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-25-000035-ta-sunriver-community-limited-district-text-amendment>

Attachment:

1. Hearings Officer's Recommendation (File No. 247-25-000035-TA)



**HEARINGS OFFICER RECOMMENDATION**  
**SUNRIVER COMMUNITY LIMITED DISTRICT TEXT AMENDMENT**

**FILE NUMBER:** 247-25-000035-TA

**SUBJECT PROPERTIES/  
OWNER:** Mailing Name: SUNRIVER RESORT LIMITED PARTNERSHIP  
Map and Taxlots: 1911310000300 /2011060000500  
Accounts: 136299 / 259336  
Situs Address: 17400 DESCHUTES RD, SUNRIVER, OR 97707

**APPLICANT:** Radler White Parks & Alexander, LLP (“Applicant”)

**REQUEST:** The Applicant requests approval of a text amendment of the Deschutes County Code (DCC) Section 18.108.140, Sunriver Community Limited (CL) District, to add the following new use as a use permitted outright:

“3. For any structure existing as of [EFFECTIVE DATE OF ORDINANCE] that is located partially in the CL District and partially in the [Resort Equestrian] RE District, any use permitted in the RE District is also permitted in the portion of the structure in the CL District.”

The applicability of the proposed amendment is limited to the subject properties listed at the top of this recommendation.

**HEARINGS OFFICER:** Gregory J. Frank

**STAFF CONTACT:** Caroline House, Senior Planner  
Phone: 541-388-6667  
Email: [Caroline.House@deschutes.org](mailto:Caroline.House@deschutes.org)

**RECORD:** Record items can be viewed and downloaded from:  
<https://www.deschutes.org/cd/page/247-25-000035-ta-sunriver-community-limited-district-text-amendment>



## I. GENERAL FINDINGS:

Applicant filed an application (Applicant's Proposal") for a text amendment as summarized above (Request Section). A Notice of Public Hearing was published consistent with the Deschutes County Code ("DCC") setting a hearing date for 1:00 p.m. on October 23, 2025 (the "Hearing"). The Hearing was held virtually and in-person (in the Deschutes Services Building – First Floor – Barnes & Sawyer Rooms, 1300 NW Wall Street, Bend, OR 97703). Present at the Hearing were Deschutes County staff, Gregory J Frank ("Hearings Officer") and representatives of the Applicant. No person testified at the Hearing, either virtually or in person, in opposition or neutral to the Applicant's Proposal.

Deschutes County Staff Planner Caroline House ("House") provided a presentation/overview of Applicant's Proposal and Staff's analysis of Applicant's Proposal. Attorney Steven Hultberg ("Hultberg") appeared at the Hearing and provided a brief summary of Applicant's Proposal. Hultberg requested the Hearings Officer adopt the analysis and conclusions set forth in the Staff Report, Sunriver Community Limited District Text Amendment (Staff Report").

The Staff Report, in the Conclusion and Recommendation section, stated the following:

*"Based on the findings above, staff believes the proposed text amendment complies with the applicable criteria of DCC Title 18, DCC Title 22, DCC Title 23 and the applicable sections of OAR. Staff requests the Hearings Officer determine if the Applicant has met the burden of proof necessary to justify the proposed text amendment."*

The Hearings Officer reviewed the Staff Report and other documents contained in the public record. The Hearings Officer finds the Staff Report correctly identified relevant approval criteria. The Hearings Officer finds Staff's analysis of the relevant approval criteria and evidence in the record is factually and legally supportable. The Hearings Officer concurs with the first sentence of the Staff's above quoted conclusion and therefore finds that Applicant's Proposal has met the legally mandated burden of proof to merit approval.

The Hearings Officer incorporates the Staff Report (attached to this Hearings Officer Recommendation) as additional findings and conclusions.

## II. RECOMMENDATION:

The Hearings Officer recommends approval of Applicant's Proposal.



Gregory J. Frank  
Deschutes County Hearings Officer

Attached: Staff Report for 247-25-000035-TA





## COMMUNITY DEVELOPMENT

### STAFF REPORT SUNRIVER COMMUNITY LIMITED DISTRICT TEXT AMENDMENT

**FILE NUMBER:** 247-25-000035-TA

**SUBJECT PROPERTIES/  
OWNER:**

Mailing Name: SUNRIVER RESORT LIMITED PARTNERSHIP  
Map and Taxlot: 1911310000300 /2011060000500  
Account: 136299 / 259336  
Situs Address: 17400 DESCHUTES RD, SUNRIVER, OR 97707

**APPLICANT:** Radler White Parks & Alexander, LLP ("Applicant")

**REQUEST:** The Applicant requests approval of a text amendment of the Deschutes County Code (DCC) Section 18.108.140, Sunriver Community Limited (CL) District, to add the following new use as a use permitted outright:

"3. For any structure existing as of [EFFECTIVE DATE OF ORDINANCE] that is located partially in the CL District and partially in the [Resort Equestrian] RE District, any use permitted in the RE District is also permitted in the portion of the structure in the CL District."

The applicability of the proposed amendment is limited to the subject properties listed at the top of this staff report.

**STAFF CONTACT:** Caroline House, Senior Planner  
Phone: 541-388-6667  
Email: [Caroline.House@deschutes.org](mailto:Caroline.House@deschutes.org)

**RECORD:** Record items can be viewed and downloaded from:  
<https://www.deschutes.org/cd/page/247-25-000035-ta-sunriver-community-limited-district-text-amendment>



## I. **APPLICABLE CRITERIA:**

### Deschutes County Code (DCC)

Title 18, Deschutes County Zoning Ordinance:

Chapter 18.108, Urban Unincorporated Community Zone - Sunriver

Chapter 18.136, Amendments

Title 22, Deschutes County Development Procedures Ordinance

Title 23, Comprehensive Plan

Chapter 1, Comprehensive Planning

Chapter 4, Urban Growth Management

### Oregon Administrative Rules (OARs)

OAR 660-012, Transportation Planning

OAR 660-015, Statewide Planning Goals and Guidelines

OAR 660-022, Unincorporated Communities

## II. **BASIC FINDINGS:**

**SITE DESCRIPTION:** The Applicant's proposed text amendment will only affect properties with existing structures that are partially located in both the CL and RE Districts within the Urban Unincorporated Community of Sunriver. In total, there are only two properties in Deschutes County with the RE District zoning designation and both properties also contain CL zoned land or abut the CL District. These properties are identified on Deschutes County Assessor's Maps 19-11-31, as tax lot 300 and 20-11-06, as tax lot 500 (see *Figure 1* below). Sunriver Resort Limited Partnership (L.P.) owns both tax lots and below staff provides a more detailed site description for each tax lot.

### Tax Lot 300

This +/-104-59-acre irregularly shaped property is split zoned RE District, CL District, and Resort Marina (RA) District in the Urban Unincorporated Community of Sunriver. In addition, the Airport Safety (AS) and Landscape Management (LM) Combining Zones and Sunriver Flood Plain District (SUFP) apply to this tax lot. The southeast lot line abuts River Road, a private local road, and Deschutes Road, also a private local road, bisects the northern third of the tax lot. Paved recreational paths are established along the east lot line and southern areas of the tax lot. The north lot line and portions of the west lot line abut the Deschutes River. The Sunriver Resort Marina is established on the northern third and the Sunriver Stables are established on the south-central area of the property. Most of the Sunriver Stables structures are located entirely in RE District. However, there is one existing equestrian stable structure located partially in the CL District and partially in the RE District (see *Figure 2* below). According to the FEMA Flood Insurance Rate Map (FIRM) for Deschutes County and the Local Wetlands Inventory, respectively, this property is partially located in the 100-year flood plain and contains significant areas of jurisdictional wetlands.

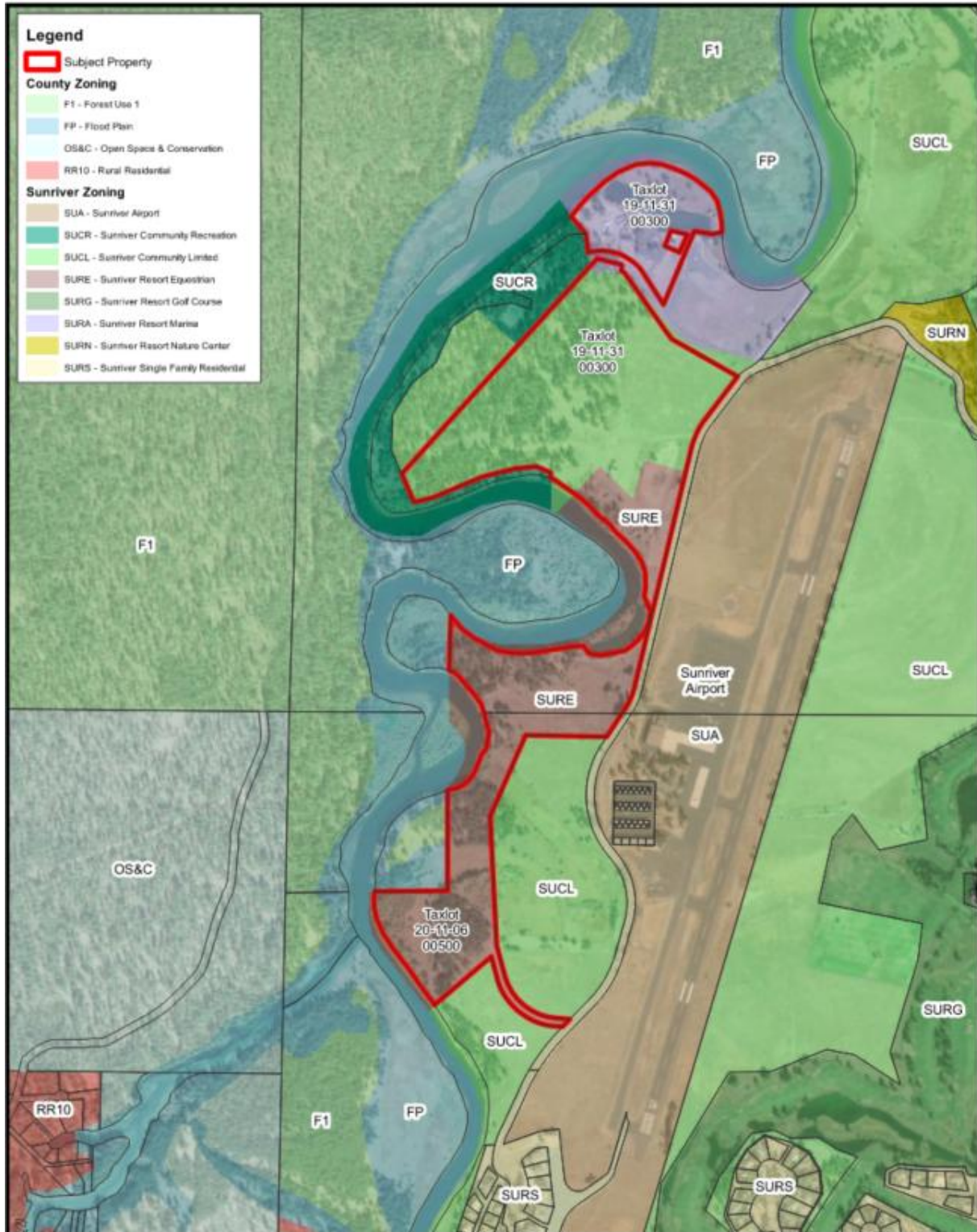
### Tax Lot 500

This +/- 26.40-acre irregularly shaped property is entirely zoned RE District. The AS and LM Combining Zones and the SUFP also apply. The east lot lines abut River Road and the west lot lines abut the



Deschutes River. Paved recreational paths are established along the west lot lines abutting the Deschutes River. The remaining areas of the property appear to be undeveloped and there do not appear to be any structures on this tax lot. According to the FEMA FIRM and the Local Wetlands Inventory, respectively, this property is partially located in the 100-year flood plain and contains significant areas of jurisdictional wetlands.

*Figure 1 – Subject Properties & Base Zone Designations*





*Figure 2 – Existing Structure on Tax Lot 300 Partially in the CL and RE Districts  
(Reference Blue Bubbled Structure)*



**PROPOSAL:** The Applicant's Burden of Proof includes the following background on why this text amendment has been requested:

The applicant represents Sunriver Resort Limited Partnership, the owner of the Sunriver Stables, located at 57215 River Rd, Sunriver, OR 97707. The minor text amendment proposed in this application is intended to address an existing boarding stable building (the "Boarding Stable") that appears to straddle the line between the SU-CL (Sunriver – Community Limited) and SU-RE (Sunriver – Resort Equestrian) zones.

The proposed text amendment is narrowly tailored to address the split zoning issue of the Boarding Stable that staff recently brought to our attention. The Boarding Stable itself was approved in 2007 in County Land Use Case File No. SP-07-43 (the "2007 Approval"). However, the 2007 Approval is ambiguous about the approved location of the new building and, as far as we and staff can tell, the Boarding Stable today straddles the zoning boundary line. The erroneous location was not identified by the County in its inspections at the time of construction nor by the owner in the 18 years since the 2007 approval of the Boarding Stable. Although we have not been able to identify the precise cause of this issue, the applicant hopes that this text amendment can bring resolution to the issue staff have brought to our attention.

The Applicant's Burden of Proof includes the following information on the proposed language of the text amendment:



The applicant proposes the following amendment to the text of Deschutes County Code (“**DCC**”) Title 18, Chapter 18.108, Sunriver – Community Limited zone (“**CL**”). The proposed change would permit existing structures that straddle the zoning boundary between the CL zone and an abutting Sunriver – Resort Equestrian zoned area (“**RE**”) to conduct the use permitted in the RE zone in the portion of the structure in the CL zone.

To the applicant’s knowledge, the only existing structure that straddles those two zoning boundaries in the county is the Boarding Stable approved in the 2007 Approval.

The amendments would not remove text from the code, and would add the following text, indicated in blue underline:

**18.108.140 Community Limited; CL District**

- A. Uses Permitted Outright. The following uses are permitted outright:
1. Picnic and barbecue areas, including picnic tables and benches.
  2. Recreational path
  3. For any structure existing as of [EFFECTIVE DATE OF ORDINANCE] that is located partially in the CL District and partially in the RE District, any use permitted in the RE District is also permitted in the portion of the structure in the CL District.

As the relevant text only applies to an existing structure “partially in the CL District and partially in the RE District”, the proposed amendment is limited in applicability to locations where the CL and RE districts are abutting. To the applicant’s knowledge, and consistent with the zone’s special purpose for the Sunriver community, the RE district is only applied to lands in the area to the west of the Sunriver Airport, where it abuts the CL district to the north and south, as shown on the following page.

Staff finds the proposed text amendment will expand the uses permitted outright, for the portion of the existing structure in the CL District, to also include:

- An equestrian facility;
- A park;
- A playground; and
- A building or buildings each not exceeding 8,000 square feet of floor area which include any combination of:
  - Retail sales, rental, and repair services commonly associated with equestrian facilities.

Lastly, staff notes all uses permitted outright under DCC 18.108.140(A) are subject to the applicable provisions of DCC 18.116 and DCC 18.124. Based on the Applicant’s response above, the Applicant is not proposing to “remove text from the code” and these provisions would continue to apply.

**PUBLIC AGENCY COMMENTS:** The Planning Division mailed notice on February 5, 2025, to several public agencies and received the following comments:



Deschutes County Building Division, Randy Scheid

NOTICE: The Deschutes County Building Safety Divisions code mandates that Access, Egress, Setbacks, Fire & Life Safety, Fire Fighting Water Supplies, etc. must be specifically addressed during the appropriate plan review process with regard to any proposed structures and occupancies.

Accordingly, all Building Code required items will be addressed, when a specific structure, occupancy, and type of construction is proposed and submitted for plan review.

Deschutes County Transportation Planner, Tarik Rawlings (August 6, 2025, Revised Comments)

I have reviewed the transmittal materials for 247-25-000035-TA for a text amendment request to DCC 18.108.140 (Sunriver Community Limited (CL) District) to add the following as a use permitted outright:

*"3. For any structure existing as of [EFFECTIVE DATE OF ORDINANCE] that is located partially in the CL District and partially in the RE District, any use permitted in the RE District is also permitted in the portion of the structure in the CL District."*

The proposed text amendment is limited to the following properties, totaling 130.99 acres within the Sunriver Resort Equestrian District (SURE), Sunriver Flood Plain District (SUF), Sunriver Community Limited District (CL), Sunriver Resort Marina District (SURA), Flood Plain (FP) Zone, and the Airport Safety (AS) and Landscape Management (LM) Combining Zones:

Mailing Name: SUNRIVER RESORT LIMITED PARTNERSHIP

Map and Taxlot: 1911310000300 /2011060000500

Account: 136299 / 259336

Situs Address: 17400 DESCHUTES RD, SUNRIVER, OR 97707

I have reviewed the application materials for potential Transportation Planning Rule (TPR) effects. While the proposal would effectively allow some form of structural development where there is currently no allowance, the location of the subject zoning districts (SURE, SUCL) within the larger Sunriver Urban Unincorporated Community (UUC) demonstrates compliance with the allowable uses for UUCs as defined in OAR 660-022-0010 and further described in OAR 660-022-0040. Overall, the proposed amendments appear to comply with TPR provisions. Staff has also reviewed the proposed amendments against the Sunriver UUC goals and policies outlined in the draft Deschutes County 2040 Comprehensive Plan (Chapter 11), and the current 2010-2030 Deschutes County Comprehensive Plan and finds that the proposal appears to comply with the various initiatives outlined therein and produces no foreseeable adverse effects.

Any subsequent development on the subject properties may require transportation analysis pursuant to DCC 18.116.310, produced by an Oregon-certified Transportation engineer, if



and when such development is proposed. As the property's adjacent roadways are private roadways, staff finds the access permit requirements of DCC 12.28.050 do not apply.

Board Resolution 2024-038 sets a transportation system development charge (SDC) rate of \$5,856 per p.m. peak hour trip. As the proposal is a legislative amendment and no development is included, no SDCs apply to the subject proposal.

#### Oregon Department of Aviation, Brandon Pike

Thank you for providing the opportunity for the Oregon Department of Aviation (ODAV) to comment on file number(s): 247-25-000035-TA

ODAV has reviewed the proposal and prepared the following comment(s):

1. In accordance with FAR Part 77.9 and OAR 738-070-0060, future development at this site may be required to undergo aeronautical evaluations by the FAA and ODAV. The applicant can use the FAA's [Notice Criteria Tool](#) to determine which proposed structures (including any cranes or other tall construction equipment) warrant a notice of construction. If so, they are required to provide separate notices of construction to both the FAA and ODAV. The applicant should receive the resulting aeronautical determination letters from the FAA and ODAV prior to approval of any building permits.
2. The height of any new structures, trees, and other planted vegetation shall not penetrate FAR Part 77 Imaginary Surfaces, as determined by the FAA and ODAV.
3. The subject property appears to be located partially under the transitional surface of Sunriver Airport. Pursuant to the State of Oregon's Airport Land Use Compatibility Guidebook, some forms of development are not considered compatible land uses when located near a public-use airport. Per Table 3-4: Compatible Land Uses per FAR Part 77 Surfaces and FAA Safety Areas, the following land uses are identified as incompatible developments when located under the transitional surface of public-use airports: residential uses, places of public assembly, most recreational uses, and resource production and extraction uses.

ODAV does not recommend approval of development which is found to be in conflict with the Airport Land Use Compatibility Guidebook. The applicant is advised to contact Brandon Pike, Aviation Planner with ODAV (see contact information below) to discuss potential aviation-related concerns or limitations with the property.

Please reach out if you have questions or concerns. I'm available if the applicant has any questions or wants our input at this stage.



The Applicant contacted ODAV and, in response to that communication, ODAV provided the following additional comments on February 25, 2025:

Thank you for providing this clarifying information. It's helpful to know the background and purpose of the application.

These comments are partially intended to alert the property owner and/or applicant about the potential considerations that may need to be taken into account when owning and developing property near a public-use airport. So, while there is no new development proposed with this application, we include this information (specifically calling out future development) to ensure it enters the record and alerts the owner and future developers of these potential implications.

ODAV does not oppose the text amendment as proposed, so long as the considerations we've identified are recognized for future development.

The following agencies did not respond to the notice: Deschutes County Assessor, Deschutes County Code Enforcement, Deschutes County Onsite Wastewater Division, Deschutes National Forest, Oregon Department of Fish & Wildlife, Oregon Parks & Recreation, Sunriver Airport Manager, Sunriver Fire Department, Sunriver Owners' Association, Sunriver Utilities, and US Fish & Wildlife.

**PUBLIC COMMENTS:** The Planning Division mailed notice of the application to all property owners within 250 feet of the subject properties on February 5, 2025. The Applicant also complied with the posted notice requirements of Section 22.24.030(B) of Title 22. The Applicant submitted a Land Use Action Sign Affidavit indicating the Applicant posted notice of the land use action on February 10, 2025. No public comments were received.

**NOTICE REQUIREMENT:** On September 3, 2025, the Planning Division mailed a Notice of Public Hearing to all property owners within 250 feet of the subject property and public agencies. A Notice of Public Hearing was published in the Bend Bulletin on Sunday, September 7, 2025. Notice of the first evidentiary hearing was submitted to the Department of Land Conservation and Development on September 9, 2025.

**REVIEW PERIOD:** According to DCC 22.20.040(D), the review of the proposed quasi-judicial text amendment application is not subject to the 150-day review clock.



### III. FINDINGS & CONCLUSIONS:

#### Deschutes County Code

#### Title 18, Deschutes Zoning Ordinance

#### Chapter 18.136, Amendments

##### Section 18.136.010, Amendments

***DCC Title 18 may be amended as set forth in DCC 18.136. The procedures for text or legislative map changes shall be as set forth in DCC 22.12. A request by a property owner for a quasi-judicial map amendment shall be accomplished by filing an application on forms provided by the Planning Department and shall be subject to applicable procedures of DCC Title 22.***

**FINDING:** The Applicant, as a representative of the property owner, has requested a quasi-judicial text amendment and filed the corresponding application. The Applicant has filed the required land use application forms for the proposal. The application will be reviewed utilizing the applicable procedures contained in DCC Title 22. Considering the nature of the proposed text amendment, staff believes the County's review requires a two-step process following both quasi-judicial and legislative procedures contained in DCC Title 22.

During a Hearings Officer's review of a recent applicant-initiated Text Amendment to the Airport Development (AD) zoning code<sup>1</sup>, the Hearings Officer addressed this threshold question as follows:

By its express terms, [DCC 18.136.010] states that the process for a text amendment is as set forth in DCC 22.12. But DCC 22.12 broadly governs "legislative" procedures. DCC 22.04.020 defines legislative changes as follows:

Legislative changes generally involve broad public policy decisions that apply to other than an individual property owner. These include, without limitation, amendments to the text of the comprehensive plans, zoning ordinances, or the subdivision or partition ordinance and changes in zoning maps not directed at a small number of property owners.

As Staff points out in the Staff Report (attached to this decision as Exhibit B), the Text Amendments do not fit squarely within this definition. Further, the Code does not expressly define "text amendment" in the context of legislative changes or in the context of a quasi-judicial land use application, even though DCC 22.12.030 allows an individual to seek legislative changes through an application process. The Staff Report suggests that the Text Amendments should be processed in the same manner as a quasi-judicial plan amendment, which is governed by DCC 22.28.030.

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<sup>1</sup> Reference Deschutes County File No. 247-23-000470-TA.



In support of its conclusion, Staff provides a detailed analysis under *Strawberry Hill 4 Wheelers v. Benton Co. Bd. of Comm.*, 287 Or 591, 601 P2d 769 (1979) ("*Strawberry Hill 4 Wheelers*"). In that case, the Oregon Supreme Court set out a multi-factor test to determine what process applies to a land use application:

Generally, to characterize a process as adjudication presupposes that the process is bound to result in a decision and that the decision is bound to apply preexisting criteria to concrete facts. The latter test alone [applying preexisting criteria to concrete facts] proves too much; there are many laws that authorize the pursuit of one or more objectives stated in general terms without turning the choice of action into an adjudication. Thus a further consideration has been whether the action, even when the governing criteria leave much room for policy discretion, is directed at a closely circumscribed factual situation or a relatively small number of persons. The coincidence both of this factor and of preexisting criteria of judgment has led the court to conclude that some land use laws and similar laws imply quasi[-]judicial procedures for certain local government decisions. *Strawberry Hill 4 Wheelers* at 602-03.

As Staff correctly notes, the *Strawberry Hill 4 Wheelers* decision sets out three factors which must be considered:

1. Is the inquiry bound to result in a decision?
2. Are there preexisting criteria that are applied to concrete facts?
3. Is the inquiry directed at a closely circumscribed factual situation or a relatively small number of persons?

Although it is a close call, the Hearings Officer agrees with Staff that the three factors listed above, in this case, warrant following a quasi-judicial process for the City's Application, at least initially.

...

At the same time, the Text Amendments carry the qualities of a legislative act. The language in DCC 22.04.020 provides that legislative changes "generally involve broad public policy decisions that apply to other than an individual property owner" (emphasis added), and that definition does not state that decisions applicable to only one individual property owner cannot be legislative. Indeed, that Code provision goes on to list examples of legislative decisions, including amendments to the text of zoning ordinances.

An important component of DCC 22.12 is DCC 22.12.050, addressing final decisions. That Code provision states that "[a]ll legislative changes shall be adopted by ordinance." That language does not distinguish between purely legislative changes and those legislative changes that may be processed using a quasi-judicial process. This makes sense because the DCC is adopted by ordinance, and any changes to the text of the Code would be an amendment to that adopted ordinance. It also makes sense because ORS 215.503(2) requires that "[a]ll legislative acts relating to comprehensive plans, land use planning or zoning adopted by the governing body of a county shall be by ordinance" (emphasis added).



Based on the foregoing, I find that, in this case, the adoption of text amendments proposed by an applicant is a two-step process. In the first step of the process, the Applicant has a right under the Code to submit and to have considered an application to amend the Code's text. This phase of the process is quasi-judicial in nature and it is appropriate to have a hearing and to build a record following the principles of a quasi-judicial process. As part of that process, the Hearings Officer is addressing the application only of the County's existing laws. The second step of the process is for the Deschutes County Board of Commissioners ("County Board") to adopt an ordinance to incorporate any text amendments to the Code. Amendments to the text of a zoning ordinance are a change in the County's law, and only the County Board can make such a change. In other words, the Hearings Officer is without authority to amend the County's Code. The Hearings Officer, however, can make a recommendation to the County Board based on what develops in the quasi-judicial phase of the process. The County Board is free to accept or to reject the Hearings Officer's recommendation.

As noted above, the *Strawberry Hill 4 Wheelers* test requires a case-specific analysis of all three factors in combination. For the purposes of this review, staff addresses each component of the *Strawberry Hill 4 Wheelers* test below:

### 1. Results in a Decision

The Applicant has submitted an application for a text amendment. The request will result in either an approval or a denial, and a decision will be issued by the Board of County Commissioners ("Board") pursuant to DCC Title 22. As opposed to a policy change initiated by staff or decision-makers, which has a wide discretionary choice between action and inaction, the subject request was submitted as a land use application by the property owner and the County must take final action on it. Staff finds the subject amendment clearly meets this component of the *Strawberry Hill 4 Wheelers* test.

### 2. Preexisting Criteria Applied to Concrete Facts

The subject application is being reviewed based on the preexisting criteria listed in Section I and the Applicant's submittal includes a clear and concise statement of facts necessitating the subject application. Therefore, staff finds preexisting criteria are being applied to concrete facts and the application meets this component of the *Strawberry Hill 4 Wheelers* test.

### 3. Directed at a Small Number of Persons

The Applicant's proposed text amendment will only affect properties with existing structures that are partially located in both the CL District and RE District within the Urban Unincorporated Community of Sunriver. As detailed in the Basic findings section, there is only one property with these zoning conditions (ref. Deschutes County Assessor's Map 19-11-31, tax lot 300) and the Applicant owns this property. Therefore, staff finds the proposed text amendment is directed at a small number of persons and meets this component of the *Strawberry Hill 4 Wheelers* test.



When the factors above are considered in combination, staff finds the *Strawberry Hill 4 Wheelers* test is met and the subject text amendment can initially be reviewed as part of quasi-judicial process. As noted in *Hood River Valley v. Board of Cty. Commissioners*, the differentiation between a legislative and quasi-judicial process is important in order to ensure all affected parties are given a fair process. In this case, a quasi-judicial process will provide for a public hearing before a Hearings Officer and, subsequently, requires final action by the Board as part of a legislative process.

## Title 22, Deschutes County Development Procedures Ordinance

### Chapter 22.12, Legislative Procedures

#### Section 22.12.010, Hearing Required.

***No legislative change shall be adopted without review by the Planning Commission and a public hearing before the Board of County Commissioners. Public hearings before the Planning Commission shall be set at the discretion of the Planning Director, unless otherwise required by state law.***

**FINDING:** As described above, staff finds the subject application is being reviewed as part of a quasi-judicial and legislative process. The Hearings Officer is being asked to make a recommendation to the Board. The Board will ultimately approve or deny the application and, if approved, adopt an ordinance as part of a legislative process. The Planning Director has exercised their discretion not to set a hearing before the Planning Commission.

#### Section 22.12.020, Notice.

##### **A. Published Notice**

- 1. *Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.***
- 2. *The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.***

**FINDING:** This criterion will be met as notice will be published in The Bulletin newspaper at least 10 days prior to each public hearing.

- B. *Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.***
- C. *Individual Notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.***

**FINDING:** As noted in the Basic Findings section, the Applicant complied with the posted notice



requirement and individual notice was mailed to property owners within 250 feet of the subject properties.

***D. Media notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.***

**FINDING:** Copies of the notice of hearing will be provided to the County public information official for wider media distribution. This criterion has been met.

Section 22.12.030, Initiation Of Legislative Changes.

***A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of Commissioners or the Planning Commission.***

**FINDING:** The Applicant has submitted the required fees and requested a text amendment. Staff finds the Applicant is granted permission under this criterion to initiate a legislative change and has submitted the necessary fee and materials.

Section 22.12.040, Hearings Body.

***A. The following shall serve as hearings or review body for legislative changes in this order:***

- 1. The Planning Commission.***
- 2. The Board of County Commissioners.***

**FINDING:** As described above, the subject application is initially being processed as part of a quasi-judicial process. For this reason, this application has been referred to a Hearings Officer rather than the Planning Commission for a recommendation. The adoption of the proposed text amendment will follow a legislative process because it must be approved by the Board. For the purpose of this criterion, staff notes the application has properties of both a quasi-judicial and legislative amendment.

***B. Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.***

**FINDING:** The subject application was not initiated by the Board. Staff finds this criterion does not apply.

Section 22.12.05, Final Decision.

***All legislative changes shall be adopted by ordinance.***

**FINDING:** Following issuance of the Hearings Officer's recommendation, the Board will ultimately decide on whether to approve or deny the proposed text amendment. If the Board approves the



proposed text amendment, it will be implemented by the Board adopting an ordinance.

## Chapter 22.28, Land Use Action Decisions

### Section 22.28.030, Decision On Plan Amendments And Zone Changes.

- A. *Except as set forth herein, the Hearings Officer or the Planning Commission when acting as the Hearings Body shall have authority to make decisions on all quasi-judicial zone changes and plan amendments. Prior to becoming effective, all quasi-judicial plan amendments and zone changes shall be adopted by the Board of County Commissioners.***
- B. *In considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board.***

**FINDING:** As detailed above, staff finds the proposal should be viewed as a quasi-judicial plan amendment. For this reason, staff finds these criteria apply. This application is being referred to a Hearings Officer for a recommendation. If an appeal is not filed and the Board does not initiate review, the Board shall adopt the Hearings Officer's recommendation as the decision of the county.

- C. *Plan amendments and zone changes requiring an exception to the goals or concerning lands designated for forest or agricultural use shall be heard de novo before the Board of County Commissioners without the necessity of filing an appeal, regardless of the determination of the Hearings Officer or Planning Commission. Such hearing before the Board shall otherwise be subject to the same procedures as an appeal to the Board under DCC Title 22.***

**FINDING:** The subject text amendment does not require a goal exception and does not concern lands designated for forest or agricultural use. For this reason, a de novo hearing before the Board is not required.

- D. *Notwithstanding DCC 22.28.030(C), when a plan amendment subject to a DCC 22.28.030(C) hearing before the Board of County Commissioners has been consolidated for hearing before the hearings Officer with a zone change or other permit application not requiring a hearing before the board under DCC 22.28.030(C), any party wishing to obtain review of the Hearings Officer's decision on any of those other applications shall file an appeal. The plan amendment shall be heard by the Board consolidated with the appeal of those other applications.***

**FINDING:** No other application is being consolidated with the subject text amendment. Staff finds this criterion does not apply.



## Title 23, Comprehensive Plan

### Chapter 1, Comprehensive Planning

#### Section 1.2, Community Involvement Policies

##### ***Goals and Policies***

***Goal 1: Maintain an active and open community involvement program that is accessible to all members of the community and engages the community during development and implementation of land use policies and codes.***

...

***Policy 1.2.3 Encourage community participation in planning through a variety of tools and techniques, including:***

...

***b. Provide staff reports for comprehensive plan and zoning text amendments to the public in a timely manner;***

**FINDING:** The staff report for the subject zoning text amendment will be available at least 35 days prior to the initial hearing. Additionally, any subsequent staff reports will be available at least seven days prior to any public hearings. Therefore, staff finds the requirements of this policy are met.

#### Section 1.3, Land Use Planning Policies.

##### ***Goals and Policies***

***Goal 1: Maintain an open and public land use process in which decisions are based on the objective evaluation of facts.***

...

***Policy 1.3.3 Involve the public when amending County Code.***

**FINDING:** As discussed above, there will be at least one public hearing for this review, and the County has mailed and published public notices in conjunction with this review. These efforts encourage public participation as part of the review of the applicant requested County Code amendment.

### Chapter 4, Urban Growth Management

#### Section 4.5, Sunriver Policies.

##### ***Goals and Policies***

***No goals have been defined for the Sunriver Urban Unincorporated Community.***

***Policy 4.5.1 Land use regulations shall conform to the requirements of OAR 660 Division 22 or any successor:***

**FINDING:** Compliance with the requirements of OAR 660 Division 22 is addressed below.



**Policy 4.5.2** *County comprehensive plan policies and land use regulations shall ensure that new uses authorized within the Sunriver Urban Unincorporated Community do not adversely affect forest uses in the surrounding Forest Use Zones.*

**FINDING:** No new uses within the Sunriver Urban Unincorporated Community are requested as part of the proposed text amendment.

**Resort District Policies**

**Policy 4.5.15** *Areas designated resort on the comprehensive plan map shall be designated resort, resort marina, resort golf course, resort equestrian or resort nature center district on the zoning map to reflect a development pattern which is consistent with resort uses and activities.*

**FINDING:** The subject properties include areas designated resort on the comprehensive plan map and designated resort equestrian on the zoning map. Staff finds the proposed text amendment to expand the uses allowed in the CL District to match the RE District will ensure the development pattern on the subject properties is consistent with the existing resort equestrian uses and activities. The proposed text amendment does not allow a new development pattern because the proposed text amendment is expressly limited to existing structures as of the effective date of the ordinance.

**Community District Policies**

**Policy 4.5.19** *Areas designated community on the comprehensive plan map shall be designated community general, community recreation, community limited or community neighborhood district on the zoning map to reflect a development pattern which is consistent community uses and activities.*

**FINDING:** The subject tax lot 300 includes areas designated community on the comprehensive plan map and community limited district on the zoning map. The proposed text amendment to expand the uses allowed in the CL District to match the RE District will ensure the development pattern on the subject properties is consistent with the existing resort equestrian uses and activities. The proposed text amendment does not allow a new development pattern because the proposed text amendment is expressly limited to existing structures as of the effective date of the ordinance.

**Policy 4.5.20** *Lands designated community shall be developed with uses which support all facets of community needs, be they those of year-round residents or part-time residents and tourists.*

**FINDING:** The subject tax lot 300 includes lands designated community. The proposed text amendment is requested to ensure the Sunriver Boarding Stable can continue to be used by the community, including year-round or part-time residents and tourists.

**Policy 4.5.21** *Development shall take into consideration the unique physical features of the community and be sensitive to the residential development within which the community areas are interspersed.*



**FINDING:** The proposed text amendment allows for a limited expansion of uses allowed in existing structures to align with the current development in the Urban Unincorporated Community of Sunriver. No changes to the unique physical features of the community are proposed. Additionally, the County provided notice to all neighbors within 250 feet of the subject property, and the Applicant posted a proposed land use sign on the subject properties. No comments or concerns were raised related to the development associated with the proposed text amendment and the residential development in the Urban Unincorporated Community of Sunriver. Staff also notes the closest residential district is +/-3,000 feet from the existing structure on the subject tax lot 300. Therefore, staff finds development associated with the proposed text amendment will comply with this policy.

## OREGON ADMINISTRATIVE RULES

### Chapter 660, Division 12, Transportation Planning

#### OAR 660-012-0060, Plan and Land use Regulation 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.***

**FINDING:** Deschutes County's Senior Transportation Planner reviewed the proposed text amendment and did not identify any significant effects on existing or planned transportation facilities (ref. Agency Comments in the Basic Findings section). Additionally, no new structures are authorized as part of the proposed text amendment, as the proposed code changes only apply to existing structures, and, it would be reasonable to assume there will be limited to no additional transportation impacts. For these reasons, staff finds the proposed amendment will not significantly affect an existing or planned transportation facility and compliance with the Transportation Planning Rule has been effectively demonstrated.

**Chapter 660, Division 15, Statewide Planning Goals and Guidelines**

**FINDING:** The Statewide Planning Goals and the Applicant's findings are quoted below:

Goal 1: Citizen Involvement

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

RESPONSE: The amendments do not propose to change the structure of the County's citizen involvement program. Notice of the proposed amendments will be provided through notice of public hearings in the "Bend Bulletin" newspaper and other notice will be provided, as discussed above. The two public hearings on this application will provide the opportunity for any resident to participate in the land use process. Goal 1 is met.

Goal 2: Land Use Planning

Part I – Planning. To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

RESPONSE: Goals, policies, and processes related to this application are included in the Quasi-Judicial and Legislative Modified Procedure, Deschutes County Comprehensive Plan, Title 23, and Deschutes County Code, Title 18 and Title 22. Compliance with these processes, policies, and regulations are documented within the subject application. Goal 2 is met.

Goal 3: Agricultural Lands

To preserve and maintain agricultural lands.

RESPONSE: No lands will be rezoned as part of this application, furthering the purpose of Goal 3. Neither RE or CL are exclusive farm use zones nor does either zone allow agricultural uses. DCC 18.108.090 (RE zone does not allow agricultural uses); DCC 18.108.140 (CL zone does not allow agricultural uses).



Goal 3 is not applicable.

Goal 4: Forest Lands

To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

RESPONSE: No lands will be rezoned as part of this application, furthering the purpose of Goal 4. Neither RE or CL are forest zones nor does either zone allow forest practice uses. DCC 18.108.090 (RE zone does not allow forest practice uses); DCC 18.108.140 (CL zone does not allow forest practice uses).

Goal 4 is not applicable.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

To protect natural resources and conserve scenic and historic areas and open spaces.

RESPONSE: The amendments do not propose to change open spaces, scenic or historic areas, or natural resources. Both zones involved in this proposed amendment are located in the Sunriver Urban Unincorporated Community only. Moreover, the proposed amendment only applies to existing structures as of the date of the ordinance, and therefore does not impact any existing open spaces or undisturbed natural resources.

Goal 5 is met.

Goal 6: Air, Water and Land Resources Quality

To maintain and improve the quality of the air, water and land resources of the state.

RESPONSE: The proposed text amendment will not impact the quality of the air, water, or land resources.

Goal 6 is inapplicable or is met.

Goal 7: Areas Subject to Natural Disasters and Hazards

To protect people and property from natural hazards.

RESPONSE: The proposed amendment will not affect the County's regulation of areas subject to natural disasters or hazards.

Goal 7 is not applicable.



Goal 8: Recreational Needs

To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

RESPONSE: To the extent that Goal 8 is applicable to the subject application, the amendment will allow the recreational equestrian zone to apply to the limited circumstance of existing buildings that cross from the equestrian zone into the CL zone. This will allow Deschutes County citizens and visitors to continue to access equestrian recreational opportunities in those existing buildings.

Goal 8 is met.

Goal 9: Economic Development

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

RESPONSE: The proposed text amendment complies with Goal 9 because it will permit the existing resort equestrian area's economic activities to continue in existing buildings that were built into the CL zone.

Goal 9 is met.

Goal 10: Housing

To provide for the housing needs of citizens of the state.

RESPONSE: The subject application does not propose to change any regulations related to housing, as housing is not allowed in either the CL or RE zones.

Goal 10 is not applicable.

Goal 11: Public Facilities and Services

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

RESPONSE: The proposed text amendment will have no effect on the provision of public facilities and services.

Goal 11 is not applicable.

Goal 12: Transportation

To provide and encourage a safe, convenient and economic transportation system.

RESPONSE: The proposed amendment will not impact transportation facilities within the County.



Goal 12 is not applicable.

Goal 13: Energy Conservation

To conserve energy.

RESPONSE: As the proposed amendment only applies to existing structures, it will not have any impact on the conservation of energy.

Goal 13 is not applicable.

Goal 14: Urbanization

To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

RESPONSE: Goal 14 concerns the provision of urban and rural land uses to ensure efficient use of land and livable communities. The proposed amendment does not amend an urban growth boundary and the uses that would be allowed in the portion of a structure in a CL district are already allowed in the RE district. The uses in the RE district are related to the equestrian zoning, and are not “urban” uses under Goal 14.

Goal 14 is met.

Goals 15-19

RESPONSE: Goals 15 through 19 are not applicable as they all related to waterbodies outside the County (Goal 15 Willamette River Greenway; Goal 16 Estuarine Resources; Goal 17 Coastal Shorelands; Goal 18 Beaches and Dunes; and Goal 19 Ocean Resources).

Staff generally accepts the Applicant’s responses and finds compliance with the applicable Statewide Planning Goals has been effectively demonstrated.

## **Chapter 660, Division 22, Unincorporated Communities**

OAR 660-022-0030, Planning and Zoning of Unincorporated Communities.

- (6) *County plans and land use regulations shall ensure that new or expanded uses authorized within unincorporated communities do not adversely affect agricultural or forestry uses.***

**FINDING:** The proposed text amendment does not create new uses in the Urban Unincorporated Community of Sunriver. However, it does allow for an expansion of uses authorized in the RE District for existing structures located in both the RE and CL Districts. Based on the submitted application



materials and staff's review of County records, there is only one existing structure that meets these criteria – a horse boarding stable constructed in 2007 (see *Figure 2*).

The Deschutes National Forest abuts the subject properties, and staff find this tract is likely engaged in forestry uses. The Planning Division mailed notice of the proposed text amendment to Deschutes National Forest, and no comments/concerns were raised. The existing structure on the subject tax lot 300 is setback more than 300 feet from the closest boundary of the Deschutes National Forest. Staff finds this separation ensures there are no adverse effects on forestry uses. Besides the agricultural uses occurring on the subject property, there do not appear to be any nearby agricultural uses. Nevertheless, staff finds two out of the three expanded uses (i.e. an equestrian facility or building used for retail sales, rental, and repair services commonly associated with equestrian facilities) are agricultural uses. Therefore, staff finds these two expanded uses are compatible. Moreover, the proposed text amendment is specific to the allowed uses of existing structures, which significantly reduces any potential impacts on surrounding agricultural or forestry uses. Considering all these factors, staff finds the expanded uses authorized requested as part of this text amendment will not adversely affect agricultural or forestry uses.

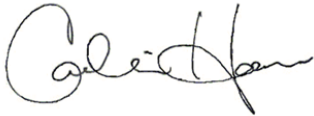
- (8) *Zoning applied to lands within unincorporated communities shall ensure that the cumulative development:***
  - (A) *Will not result in public health hazards or adverse environmental impacts that violate state or federal water quality regulations; and***
  - (B) *Will not exceed the carrying capacity of the soil or of existing water supply resources and sewer services.***

**FINDING:** The proposed text amendment only applies to existing structures. As noted in this staff report, there is only one existing structure that qualifies for the expanded uses allowed under proposed text amendment. This existing structure has been permitted by Deschutes County and is connected to the community water and sewer system in Sunriver. Therefore, staff finds the proposed text amendment ensures the cumulative development will not result in public health hazards or adverse environmental impacts that violate state or federal water quality regulations, and it will not exceed the carrying capacity of the soil or of existing water supply resources and sewer services.



**IV. CONCLUSION & RECOMMENDATION:**

Based on the findings above, staff believes the proposed text amendment complies with the applicable criteria of DCC Title 18, DCC Title 22, DCC Tile 23, and the applicable sections of OAR. Staff requests the Hearings Officer determine if the Applicant has met the burden of proof necessary to justify the proposed text amendment.

**DESCHUTES COUNTY PLANNING DIVISION**

Written by: Caroline House, Senior Planner



Reviewed by: Anthony Ragune, Principal Planner





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Consideration of Order 2025-057: Consent to City of Bend Sequential Review  
UGB Process

**RECOMMENDED MOTION:**

Move to adopt Order No. 2025-057 consenting to the City of Bend Sequential Review process for Urban Growth Boundary Amendment Components.

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff will present Order No. 2025-057 to the Board of County Commissioners for its consideration.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Nicole Mardell, AICP, Senior Planner  
Damian Syrnyk, AICP, Senior Planner – City of Bend





## COMMUNITY DEVELOPMENT

**MEMORANDUM**

**TO:** Deschutes County Board of Commissioners

**FROM:** Nicole Mardell, AICP, Senior Planner  
Will Groves, Planning Manager

**DATE:** December 3, 2025

**SUBJECT:** Consideration of Order 2025-057: Consent to City of Bend Sequential Review UGB Process

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On December 3, 2025, staff will present Order No. 2025-057 to the Board of County Commissioners (Board) for consideration. The City of Bend is requesting consent to elect to use Sequential Review for components of the City's Urban Growth Boundary (UGB) Amendment process.

**I. BACKGROUND**

The City of Bend is initiating an update to its growth plan and a UGB amendment to support the next 20 years of growth in Bend. The City is proposing a sequential review work plan to the Oregon Department of Land Conservation and Development (DLCD) for completion of the reports and analysis needed to support a UGB expansion and land uses needed to support the next 20 years of growth in Bend.

City staff presented on sequential review to a joint meeting of the City Council and the Board of County Commissioners on September 29, 2025. Attached to this memorandum is an issue summary from the City of Bend summarizing the proposed process.

Bend City Council approved Resolution No. 3454 to move forward with the notice of election on November 19, 2025. City staff is requesting Board approval of Order 2025-057, consenting to the election of sequential review and directing county staff to support submittal of the Notice and work plan to DLCD. The draft Notice to DLCD and work plan are attached. Once submitted, the Director of DLCD has 120 days within which to approve the work plan.

**II. NEXT STEPS**

If approved, CDD staff will work with City of Bend staff to submit the joint notice of election to DLCD to formally initiate the sequential review process.



Attachments:

City Issue Summary

Order No. 2025-057

Exhibit A – Proposed Work Plan

Draft Notice to DLCD





# City Council Issue Summary

**Subject:** Adopt a resolution authorizing use of Sequential Review of Urban Growth Boundary (UGB) Amendment Components by the Department of Land Conservation and Development.

**Staff Member, Department:** Damian Syrnyk, Community Development

**Meeting Date:** 11/19/2025

## Action(s) Required:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Consent Agenda        | <input type="checkbox"/> Ordinance First Reading  | <input type="checkbox"/> Public Hearing        |
| <input type="checkbox"/> Information/Direction | <input type="checkbox"/> Ordinance Second Reading | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Motion                |   |  |

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## Recommended Motion

I move to adopt a resolution authorizing the use of the Sequential Review process for certain Urban Growth Boundary Amendment Components, and authorizing City staff, in coordination with Deschutes County, to submit a notice and proposed work plan to the Oregon Department of Land Conservation and Development.

## Issue/Council Decision & Discussion Points

- Cities in Oregon are required to maintain 20-year supplies of buildable land for needed housing and economic opportunities.
- Bend is preparing to complete studies needed under state law to update the Bend Comprehensive Plan and prepare for this 20-year supply of land, which will include evaluating the capacity of the urban growth boundary (UGB) for future needed housing and employment, designating Climate Friendly Areas, and making other land use changes to accommodate housing and employment within the existing UGB (aka Land Use Efficiency Measures).
- City and County staff have coordinated and presented this proposal at a joint meeting of the City Council and Board of County Commissioners on September 29, 2025.
- Using the Sequential Review process will result in the required work being completed through an adoption process that will provide more certainty to residents and policy makers by obtaining the State's approval of a land inventory and a land need analysis before spending public resources on the work involved on efficiency measures and a UGB expansion.



## Background

The City Council's Housing Goal for 2025-2027 includes the strategy of "Accelerate complete neighborhoods" and the following action item:

*Adopt elements of a 20-year plan for housing and jobs (Bend's growth plan) emphasizing policies that create walkable and complete neighborhoods and transition Bend to form based development codes.*

This resolution is the first step toward completing this action item, by proposing a sequential review work plan to the Oregon Department of Land Conservation and Development (DLCD) for completion of the reports and analysis needed to support a UGB expansion and land uses needed to support the next 20 years of growth in Bend. Staff presented on sequential review to a joint meeting of the City Council and the Board of County Commissioners on September 29, 2025.

State law provides a process for a city and a county to request sequential review and approval from DLCD of components that would support a UGB amendment of more than 50 acres. Oregon Revised Statutes (ORS) 197.626(3) and Oregon Administrative Rules (OAR) 660-025-0185 allow a city and a county to notify DLCD of their election to use the sequential review process for a land inventory, a land need analysis, and a response to a land deficiency. This sequential review process is available in situations where a city has estimated a future UGB expansion of more than 50 acres will be needed for one or more land needs. Prior analysis of future land need, including the City's 2023 Draft Housing Capacity Analysis, in addition to new 20-year housing needs for Bend through the Oregon Housing Needs Analysis, suggest a future UGB amendment will exceed 50 acres.

A city and county proposed draft work plan through which one or more deliverables (reports or components) required to support a future UGB expansion can be submitted sequentially for Department review and approval. One of the more significant advantages to using the sequential review process is to obtain Department approval of the land need deliverables (land inventory and need analyses) prior to proceeding with work to identify how to meet these needs through Climate Friendly Areas, land use efficiency measures, and a UGB amendment.

This resolution directs City staff to submit a notice and work plan to DLCD for approval under the Sequential UGB Components review rules (See OAR 660-025-0185).

Staff presented the Growth Plan work plan to the City Council at the September 29, 2025, Joint Meeting with Deschutes County. The total work plan includes five (5) adoption packages, two of which will be submitted to DLCD for sequential review:

- Package 2 (Q2 2026 to Q3 2027) includes the following deliverables:
  - Buildable Lands Inventory
  - Housing Capacity Analysis Phase 1, primarily determining housing capacity and housing as required under ORS 197A.270(1)-(4)



- Economic Opportunities Analysis
- Package 3 (Q1 2027 to Q1 2029) includes the following deliverables:
  - Housing Capacity Analysis Phase 2, addressing the Land Use Efficiency Measures (LUEMs) and UGB expansion, as required under ORS 197A.270(5)-(6)
  - Climate Friendly Areas
  - UGB Amendment

After City Council approves the resolution, City staff will coordinate with County staff on Board of Commissioners' approval of an Order that provides similar direction to County staff and supports the submittal of the Notice and work plan to DLCD. The draft Notice to DLCD and work plan are attached. Once submitted, the Director of DLCD has 120 days within which to approve the work plan.

## Budget and Financial Impacts

The City's adopted biennial budget for 2025-2027 includes funding for staff and consultant time to complete the elements of the Growth Plan scheduled for this biennium.

## Community Outreach Process and Potential Impacts

The development of the Growth Plan and Comprehensive Plan update will include significant community engagement. Engagement will include, but is not limited to, a committee of representatives from the various City committees, public meetings with the Bend City Council, direct engagement with the public in their neighborhoods (e.g., at schools, parks, events), and coordinating with both stakeholders and agencies. The proposed Sequential Review work plan focuses on the Department's (DLCD) review of several work products and does not reduce the amount of engagement the City will undertake.

**Department Director Review:** Colin Stephens

**Financial Review:** Samantha Nelson

**Legal Review:** Elizabeth Oshel

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## Attachments

- Resolution
  - Exhibit A – Proposed Work Plan



- Sequential Review Draft Notice to DLCD
- Draft Housing Capacity Analysis

**Language Assistance Services & Accommodation Information for People with Disabilities**

You can obtain this information in alternate formats such as Braille, electronic format, etc. Free language assistance services are also available. Please contact Damian Syrnyk, Senior Planner at (541) 312-4919 or [dsyrnyk@bendoregon.gov](mailto:dsyrnyk@bendoregon.gov). Relay Users Dial 7-1-1.

**Servicios de asistencia lingüística e información sobre alojamiento para personas con discapacidad**

Puede obtener esta información en formatos alternativos como Braille, formato electrónico, etc. También disponemos de servicios gratuitos de asistencia lingüística. Póngase en contacto con Damian Syrnyk, Senior Planner en [dsyrnyk@bendoregon.gov](mailto:dsyrnyk@bendoregon.gov) o (541) 312-4919. Los usuarios del servicio de retransmisión deben marcar el 7-1-1.



REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Consenting to the City of Bend	*	
Sequential Urban Growth Boundary	*	ORDER NO. 2025-057
Components Review Process	*	

WHEREAS, State law requires cities to provide 20-year supplies of buildable land for needed housing and economic opportunities in their urban growth boundaries (UGB); and

WHEREAS, the evaluation of a UGB's capacity for both needed housing and economic opportunities must be based upon 20-year population forecasts per OAR 660-024-0040, and related analyses, including the Housing Capacity Analysis and Economic Opportunities Analysis, which must be approved by the Oregon Department of Land Conservation and Development (DLCD); and

WHEREAS, a city of more than 2,500 in population that estimates a UGB amendment of greater than 50 acres may request and coordinate with the Director of DLCD to schedule work tasks in a manner that allows DLCD to review those tasks sequentially and either approve or remand each, per ORS 197.626(3) and OAR 660-025-0185; and

WHEREAS, OAR 660-025-0185 requires the county to consent to the sequential review process and the department work plan and submit a written notice of election; and

WHEREAS, the City of Bend's current population exceeds 104,000 people, and a future UGB amendment is estimated to require land for both needed housing and economic opportunities that exceed 50 acres in size, based on the 2023 Draft Housing Capacity Analysis funded by a grant from DLCD; and

WHEREAS, the proposed work program for DLCD, attached as Exhibit A, outlines the recommended division of work tasks into packages to update the Buildable Lands Inventory, Economic Opportunities Analysis, and Housing Capacity Analysis, and obtain DLCD approval of



each document sequentially to build on each report and ultimately update the Comprehensive Plan policies and adopt a UGB amendment to support Bend's growth from 2029-2049; and

WHEREAS, the Bend City Council adopted Resolution No. 3454 on November 19, 2025, opting to use the Sequential UGB process as provided in ORS 197.626(3) and OAR 660-025-185, and proposes the draft work program attached as Exhibit A; and

WHEREAS, the City of Bend has requested that Deschutes County adopt an order consenting to the use of the Sequential UGB process and participation in a joint notice of election to DLCD; now therefore

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. Deschutes County consents to the Sequential UGB Process proposed by the City of Bend, as provided in ORS 197.626(3) and OAR 660-025-185, and in the draft work program attached as Exhibit A.

Section 2. County staff are directed to undertake all steps necessary to implement this decision, including joint submittal of the notice of election, and participation in prescribed work plan tasks.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, Chair

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner





CITY OF BEND

**EXHIBIT A**  
**Proposed Work Plan and Planning Period for OAR 660-025-0185**  
**Sequential UGB Components Review**  
**City of Bend and Deschutes County**

**Proposed Planning Period**

The City is proposing 2029-2049 as the 20-year planning period for Urban Growth Boundary (UGB) assessment and amendment. The overall work program includes five Adoption Packages of which two will be electing sequential approvals. The Adoption Packages are:

- Adoption Package 1 – Contextualized Housing Needs Analysis (CHNA)
- **Adoption Package 2 – Buildable Lands Inventory (BLI), Economic Opportunities Analysis (EOA), Housing Capacity Analysis (HCA) Phase 1**
- **Adoption Package 3 – HCA Phase 2, Efficiency Measures (including designation of Climate Friendly Areas) and UGB Amendment**
- Adoption Package 4 – Housing Production Strategy (HPS)
- Adoption Package 5 – Transportation System Plan (TSP)

The items highlighted in **bold** and underlined above are detailed below in the sequential approval work program. The work to be completed under this work plan will be fully consistent with applicable rules and statutes as of January 1, 2026.

**Proposed Sequential Review Work Program**

1. Adoption Package 2 deliverables: BLI, OAR 660-024-0050; EOA, Oregon Revised Statute (ORS) 197.712(2); OAR Chapter 660, Division 009 and HCA Phase 1, OAR 660-008-0045, ORS 197A.270(1)-(4)

Proposed timeline (included for reference; not part of the work plan OAR 660-025-0185(2)):  
 Begin by 04/01/2026, adopt and submit to DLCD for approval by 09/30/27

- a. City
  - BLI - Complete appropriate modeling analysis to determine available land in a combined residential and employment lands inventory.
    - The residential lands BLI will include a development-ready lands inventory, as required by the forthcoming Oregon Housing Needs Analysis (OHNA) rules at OAR 660-008-0180.





## CITY OF BEND

- EOA - Identify the City's need for employment land and sites in alignment with adopted 2025 Target Sector Analysis. This will include the land needs for public facilities that serve as places of employment.
- HCA Phase 1 - Determine the baseline housing capacity of the existing Urban Growth Boundary (UGB) and potential capacity shortfall consistent with ORS 197A.270(1)-(4) and OAR 660-008. This includes a housing needs projection, inventory of buildable lands (see BLI above), determination of capacity based on historical density analysis, development trends, market factors, and assumptions, and evaluation of trends, impacts and efficiency measures, and determination of housing types that are likely to be affordable to current and future households. The HCA will consider the future land needs for public facilities located in residential areas such as schools and parks.
- The work plan includes a CHNA, beginning by 04/01/2026 with local adoption by 03/30/27. The CHNA is anticipated to be reviewed by DLCD under a segmented review, prior to the adoption of a housing capacity analysis and housing production strategy, as allowed under OAR 660-008-0080(2).
- Notice to DLCD pursuant to OAR 660-025-0140 and OAR 660-025-0185(5).
- Update appropriate Comprehensive Plan text, policies, and technical appendices related to adoption products.

## b. DLCD

- Review BLI, EOA and HCA phase 1 prior to Local Adoption.
- DLCD Director review within 90 days pursuant to OAR-660-025-0150.

2. Adoption Package 3 deliverables: HCA Phase 2, OAR 660-008-0045, ORS 197A.270(5-6); Efficiency Measures including Climate Friendly Area designation and UGB evaluation, ORS 197A.285, OAR 660-024.

Proposed timeline (included for reference; not part of the work program per OAR 660-025-0185(2)): Begin by 01/01/2027, adoption and submittal to DLCD for review by 03/31/2029

## a. City

- HCA Phase 2 - Identify the actions needed to accommodate allocated housing need for which there is insufficient capacity.
- UGB Study - Perform land evaluation and use combined land need analysis from previous tasks to determine scope of potential UGB expansion pursuant to OAR 660-024-0067.
- UGB Scenarios - Identify efficiency measures, including designating Climate Friendly Areas, and potential UGB expansion areas to provide for needed housing,





## CITY OF BEND

employment, and other urban uses such as public facilities (streets and roads, schools, parks, and open space) over the 20-year planning period.

- Notice to DLCD pursuant to OAR 660-025-0140 and OAR 660-025-0185(5)
- Complete UGB Amendment
  - Complies with Statewide Goals, Statutes, and Rules.
  - Develop Framework Plan for UGB lands with Comprehensive Plan Map designations and proposed land uses.
  - Revise and update remaining Comprehensive Plan chapters.
  - Post Acknowledgement Plan Amendment to Comprehensive Plan and development code adoption by Bend City Council via ordinance.

## b. County

- Adoption of City UGB amendment into County Comprehensive Plan pursuant to ORS 197.628 to ORS 197.650 and OAR 660-025-0175.

## c. DLCD

- Review HCA Phase 2 and UGB land evaluation, preferred scenario, CFA designations, Comprehensive Plan text and policies.



**City of Bend, Oregon  
Deschutes County, Oregon  
Written Notice to Use the Sequential UGB Components Review Process  
Under ORS 197.626(3) and OAR 660-025-0185**

## **Introduction**

ORS 197.626(3) and OAR 660-025-0185(1) & (2) provide the framework for "sequential review" relevant to Urban Growth Boundary (UGB) amendment components. These provisions allow the City of Bend to submit the necessary deliverables for a UGB amendment separately to the Department of Land Conservation and Development (DLCD) for their review and approval one at a time and undertake a UGB amendment at the end, based on the approved deliverables.

This document is the Joint Notice of Election from the City of Bend and Deschutes County and proposes a planning period and work program as required by OAR 660-025-0185.

## **Findings to Support City's and County's Decision to Use Sequential Review.**

A city and a county that desire to use the sequential review process must show that the following conditions under OAR 660-025-0185 have been met.

### ***1. The City and County must concur that the final UGB amendment is likely to exceed 50 acres.***

**FINDING:** The City of Bend, working with ECO Northwest, completed a draft Housing Capacity Analysis in 2023. This analysis concluded that the City would have a deficit of 240 to 700 acres of land to accommodate the 20,218 units of needed housing identified at the time of the study, based on scenarios with different proportions of middle and multi-unit housing. This land need estimate for housing could be greater given the Oregon Housing Needs Analysis (OHNA) updated projection identifies 33,763 units of housing needed in Bend over the next 20 years which accounts for growth, underproduction, second homes, and units needed for the unhoused population.



In addition, the City has adopted changes to its Comprehensive Plan and Zoning Map that have reduced the number of acres planned and zoned for industrial and other employment uses in the Southeast Expansion Area. In 2021, the City Council approved the Southeast Area Plan, which resulted in 38 acres of industrial land and 28.5 acres of commercial land being re-designated for other uses. The City committed through Policy 6-23 in Chapter 6, Economy, and Policies 11-103 and 11-104 of Chapter 11, Growth Management, of the Bend Comprehensive Plan to re-evaluate whether these acres of industrial and commercial land are still needed and must be replaced during an update to the City's Economic Opportunities Analysis. The City and the County find that the final UGB amendment supported by this sequential process will likely exceed 50 acres.

***2. The City and County must submit written notice of election to use the sequential process in OAR 660-025-0185 to DLCD prior to submitting any component for review.***

**FINDING:** The City of Bend adopted Resolution ##### to use the Sequential Approval process on November 19, 2025. Deschutes County adopted Order ##### on December ##, 2025, supporting use of Sequential Review. No component has yet been submitted to DLCD for review. By the signature of their authorized representatives below, the City and County jointly elect to use the sequential process in OAR 660-025-0185 to obtain approval of components needed to support an amendment to the Bend UGB.

***3. The Notice of Election must propose the planning period for the amendment and include a draft work program.***

**FINDING:** The City understands that, based on OAR 660-025-0185, DLCD will prepare a final work program following submission of this joint written notice of election. The City proposes 2029-2049 as the planning period for the potential UGB amendment. A draft work program is included as Exhibit A.

Authorized City Representative

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Eric King, City Manager  
City of Bend

Authorized County Representative

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Nick Lelack, County Administrator  
Deschutes County





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Application for a Continuum of Care (CoC) grant from the Homeless Leadership Coalition

**RECOMMENDED MOTION:**

Move to authorize Health Services to apply for a Continuum of Care grant from the Homeless Leadership Coalition.

**BACKGROUND AND POLICY IMPLICATIONS:**

The number of people experiencing unsheltered homelessness is at an all-time high. People living on the streets and in encampments have high rates of substance use disorder and mental illness. According to a [nationwide study](#), 75% of people experiencing unsheltered homelessness report a substance use disorder and 78% report a mental health condition. The study found that substance use disorder contributed to the loss of housing for 50% of the unsheltered population, and mental health conditions contributed to loss of housing for 51% of the population.

**Funding Opportunity**

The US Department of Housing and Urban Development (HUD) provides funding for homeless programs through a Continuum of Care (CoC) Notice of Funding Opportunity (NOFO) process. The CoC Program is designed to promote a community-wide commitment to the goal of ending homelessness. The goals and objectives of the funding are:

- Ending the crisis of homelessness
- Prioritizing treatment and recovery
- Advancing public safety
- Promoting self-sufficiency

Organizations which receive this grant are instructed to prioritize projects which offer the treatment and services people need to recover and regain self-sufficiency. These include on-site behavioral health treatment, robust wraparound supportive services, and participation requirements.

The Central Oregon Homeless Leadership Coalition (HLC) is Central Oregon's designated CoC organization. In partnership with the Central Oregon Intergovernmental Council (COIC), HLC is applying for the HUD's 2025 Continuum of Care (CoC) Program Grant and is requesting project applications.



**HOST Project**

Deschutes County's Homeless Outreach Services Team (HOST) provides street outreach and mobile treatment services to encampments and congregate sites throughout Deschutes County with the goal of stabilizing and supporting individuals in accessing permanent housing and treatment services. A critical component of the outreach model of care delivery is "meeting the client" where they are physically, emotionally, and mentally. An outreach approach to care is predicated on the foundational idea that bringing services directly to the client is the first step in developing and maintaining a therapeutic relationship.

The HOST Team is currently funded, in part, through a grant that is expiring December 31, 2026. Deschutes County Health Services is requesting approval to apply for \$250,000 to continue our HOST program at its current service level. If awarded, funding will support a current Behavioral Health Specialist II position for 12 months through December 31, 2027. Additionally, funding will support some psychiatry time, client stabilization work, and 15% for indirect costs. A 25% match is required. No additional County General Funds will be requested.

**BUDGET IMPACTS:**

\$250,000 revenue for the period January 1, 2027 through December 31, 2027.

**ATTENDANCE:**

Kara Cronin, BH Program Manager





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** FY 2027 Budget Development Discussion

**RECOMMENDED MOTION:**

No motion. This work session provides a discussion and seeks general feedback on FY 2027 expenditure growth limits in the General Fund (GF) and on Internal Service Fund (ISF) charges. Staff will return on December 17, 2025 for Board direction.

**BACKGROUND AND POLICY IMPLICATIONS:**

The County implemented a series of strategies in FY 2026 to reset the expenditure curve and achieve structural balance and financial sustainability for the GF.

1. Expenditure growth in the GF was capped at 3.3%.
2. ISF charges were capped at 8% (actual charges were 6%).
3. \$1million of ongoing GF expenditures were reallocated to other funding sources.

Without limits to expenditure growth, the County was facing a budget shortfall as early as FY 2027. However, because of these initiatives, the County saved \$2.5 million in ongoing General Fund costs and successfully reset the expenditure growth curve, achieving financial sustainability beyond FY 2035. Overall, due to these strategies, the County is better positioned to absorb unforeseen costs or revenue losses. However, the long-term growth of Property Tax revenue in the GF, which comprises 84% of the fund's revenue, is limited; therefore, the County needs to ensure expenditures continue to align with revenue to maintain structural financial balance.

The Budget Office has conducted several iterations of the GF long-range forecast model to determine the sustainable level of expenditure growth while maintaining financial sustainability for more than five years. Staff will present three options for Board consideration to maintain financial stability:

1. 4% growth in FY 2027; 5% in FY 2028 and beyond, achieves financial sustainability through FY 2035 (nine years).
2. 5% growth in FY 2027 and beyond, achieves financial sustainability through FY 2034 (eight years).



3. 6% in FY 2027; 5% in FY 2028 and beyond, achieves financial sustainability through FY 2032 (six years).

Finance and Administration recommend Option Two, which limits growth in the General Fund to 5%. This approach allows the County to better provide core services while maintaining financial sustainability for eight years. Preliminary analysis suggests that potential savings required by General Fund departments with a baseline budget growth of 5% would be minimal, with most funds able to accommodate limited-growth savings through naturally occurring Personnel and Materials & Services (M&S) savings. Savings required for services which receive a GF transfer vary by funding source.

Finance and Administration also recommend maintaining an 8% cap on ISF charges for FY 2027, though some exceptions may be authorized by the Budget Officer for items related to safety, maintenance, IT reserves, and Board of County Commissioners expansion.

Staff seeks Board feedback for the proposed limited growth strategy. The Board's guidance on these items will assist staff in preparing the FY 2027 budget. Staff plan to return to the Board on December 17th for further direction.

**BUDGET IMPACTS:**

Following the Board's decision on December 17th, General Fund and ISF departments will receive baseline budget allocations reflecting the approved level of expenditure growth, enabling departments to begin developing their budgets.

**ATTENDANCE:**

Cam Sparks, Budget & Financial Planning Manager  
Robert Tintle, Chief Financial Officer



# FY27 Budget Development Update



December 3, 2025

1

## FY26 Budget Initiative

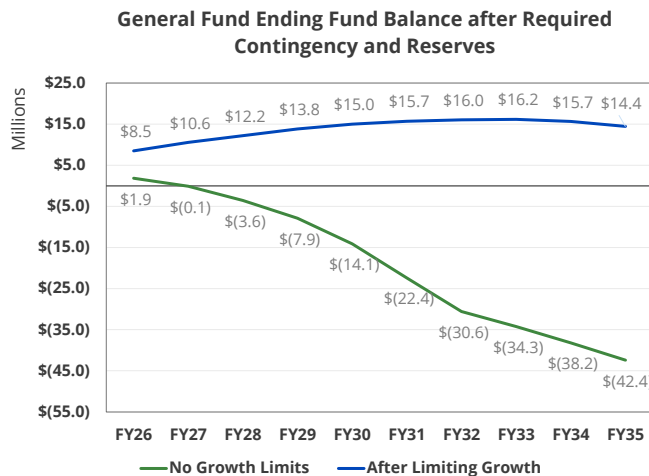
- **The County implemented a series of strategies to reset the expenditure curve and achieve financial sustainability in the General Fund (GF).**
  1. Expenditure growth in the GF was capped at 3.3%.
  2. Internal Service Fund charges were capped at 8%.
    - Actual ISF charges increased by 6%.
  3. \$1.0 million of ongoing GF expenditures were re-allocated to other funding sources.



2



## Long-Range Forecast Model



- FY26 budget initiatives successfully reset the expenditure curve.
- Without limits to expenditure growth, the County GF was facing a budget shortfall as early as FY27.
- The County in a stronger position to absorb unknown costs or revenue losses.



3

## FY27 Budget Approach

- ISF charges and General Fund expenditures will be limited in FY27.
  - Staff is seeking direction and approval from the Board on the following:
    - Consider increase of limited expenditure growth in the General Fund (between 4% and 6%).
    - Maintain a cap of 8% on ISF charges.
      - Exceptions may be authorized by the Budget Officer but limited to safety, maintenance, IT reserves and BOCC expansion.



4



# GF Limited Growth Scenarios

Goal: Financial Sustainability > 5 Years

Scenario	Years of Financial Sustainability	Ending Fund Balance after Contingency/Reserves (in millions)											
		FY26 Budget	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36	FY37
1) 4% in FY27, 5% in FY28 and beyond	9	\$ 7.9	\$ 8.8	\$ 9.4	\$ 9.8	\$ 9.7	\$ 9.1	\$ 8.0	\$ 6.7	\$ 4.6	\$ 1.7	\$ (3.4)	\$ (11.1)
2) 5% in FY27 and beyond	8	7.9	8.4	8.5	8.5	7.9	6.8	5.1	3.1	0.4	(3.2)	(9.0)	(17.5)
3) 6% growth in FY27, 5% in FY28 and beyond	6	7.9	8.0	7.7	7.2	6.1	4.4	2.2	(0.4)	(3.8)	(8.0)	(14.7)	(24.0)

- Placeholders for Pay Equity and Market Study are included in these scenarios.
- 6% limited growth isn't viable without additional discretionary funds in the GF (i.e., TLT revenue).
- Finance and Admin recommends option 2 and limiting growth to 5%, which allows the County to better provide core services while maintaining financial sustainability through FY34.



5

## Estimated Budget Savings - PRELIMINARY

- The table reflect savings departments may need to meet baseline budgets.
  - Departments receiving GF transfers will also be limited; required savings are uncertain due to other factors (e.g., State funding).
- Preliminary analysis indicates most funds can absorb limited-growth savings within baseline budgets and current service levels.
- Limited growth impact forms are not expected to be used during the FY27 budget process.

General Fund Departments	Possible Budget Savings Needed			Annual Program Expense Savings (5-year Avg)
	4%	5%	6%	
Assessor	\$ 147,000	\$ 76,000	\$ 5,000	\$ 519,000
Clerk	None	None	None	303,000
District Attorney	None	None	None	490,000
PVAB	None	None	None	126,000
Property Management	25,000	18,000	12,000	213,000
Tax	None	None	None	191,000
Veterans'	None	None	None	97,000



6



## Next Steps

- Get direction and approval from the BOCC on December 17<sup>th</sup>.
- GF and ISF departments receive final baseline budget numbers after 12/17.
- Report out to Budget Committee on approved FY27 approach at Mid-Year meeting in January.
- February/March – Budget Kickoffs







BOARD OF  
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 3, 2025

**SUBJECT:** Recommendations from the District Mapping Advisory Committee to the BOCC

**BACKGROUND AND POLICY IMPLICATIONS:**

Ballot Measure 9-173, approved by voters in November 2024, expands the Board of County Commissioners (BOCC) from three to five members. The two new positions will be elected at-large in 2026 for an initial two-year term which will begin in January 2027. The BOCC met several times between November 2024 and May 2025 to consider transitioning from five at-large Commissioner positions to establishing individual Commissioner districts.

On March 31, 2025, the BOCC voted to initiate the process of drafting Commissioner districts for voter consideration in 2026. On May 5, 2025, the BOCC majority voted to form a committee with members selected through BOCC nominations.

The District Mapping Advisory Committee (DMAC) was comprised of seven appointed members. The County contracted with Neil Bryant to serve as facilitator and chair. The DMAC members were as follows:

Name	Appointed By
Bernie Brader	Commissioner DeBone
Ned Dempsey	Commissioner DeBone
Matt Cyrus	Commissioner Adair
Phil Henderson	Commissioner Adair
Andrew Kaza	Commissioner Chang
Carol Loesche	Commissioner Chang
Melanie Kebler	Commissioner Chang



## **DISTRICT MAPPING ADVISORY COMMITTEE:**

### **Meetings**

#### *Orientation*

The DMAC convened for an orientation meeting on August 27, 2025.

#### *Weekly Meetings*

The DMAC met every Wednesday from September 10 to November 12, 2025, for a total of 10 meetings. The committee conducted business, drafted maps, and provided final DMAC recommendations to the BOCC. Meetings were scheduled from 1–3 p.m.

The DMAC met once in Sisters on September 17, 2025; in Redmond on September 24, 2025; and in La Pine on October 1, 2025. All other meetings were held in Bend.

#### *Community Listening Session*

The DMAC held a community listening session in Bend on October 16, 2025. The meeting took place in the evening and gave members of the public an opportunity to comment on DMAC activities.

### **Communications**

#### *Website*

The DMAC website can be found at [Deschutes.org/DMAC](https://Deschutes.org/DMAC). Meeting schedules, materials, video recordings, draft maps, data, and other related materials are available there.

#### *Public Input*

Each DMAC meeting began with up to 30 minutes of public comment, limited to three minutes per person. Comments could also be emailed to [dmac@deschutes.org](mailto:dmac@deschutes.org). All emailed comments were distributed to DMAC members before each meeting and posted on the DMAC website. The DMAC held one community listening session.

### **Data and Resources**

At the first DMAC meeting, committee members were given 2020 census population counts by precinct and registered voter counts by precinct as of August 26, 2025. Members were also given a county precinct map. Additional data and resources were provided over the course of the DMAC meetings.

The information provided to the DMAC for their consideration included:

- 2020 census population counts by city and precinct
- Registered voter counts by city and precinct as of March 1, 2022
- Registered voter counts by city and precinct as of August 26, 2025
- Registered voter counts by city and precinct as of November 1, 2025
- Deschutes County Precinct Map
- Maps of each of the 50 precincts in Deschutes County
- American Community Survey (ACS) overlays for two draft maps



- Overlays included:
  - African American Population
  - Hispanic/Latino Population
  - Native American Population
- New Building Permits issued in Deschutes County between January 1, 2022 – October 20, 2025
  - The data was presented by precinct for 2022, 2023, 2024, and 2025, and included permits issued and the number of units

## Map Drafting Criteria

The DMAC was given a BOCC approved set of guidelines to use for its map drafting process. Over the course of the meetings, the DMAC asked the BOCC, through staff, to clarify two criteria:

1. Can the DMAC propose a map with 4 districts and one at-large seat?
  - a. The majority of the BOCC clarified they want one draft map with five districts and no other options for consideration.
2. Due to challenges to accommodate all the map-drafting criteria, does the BOCC prefer splitting some precinct lines *or* increasing the targeted population range from 5% to 10%?
  - a. The majority of the BOCC clarified that they prefer not splitting precinct lines and to update the language in section 4. b. of the criteria to read: "Maps should be drawn to approximately equal population size, to be within a 10% range between the largest and smallest district."

One other issue raised and discussed by the BOCC during the DMAC process was the "Missoula Model". This model would divide the county into districts, require candidates to reside in the district they seek to represent, and keep countywide, at-large voting for all commissioner positions. A majority of the BOCC did not support adopting the "Missoula Model".

The DMAC map-drafting criteria were updated on October 27, 2025, as follows:

1. Each district, as nearly as practicable, shall:
  - a. Be contiguous
  - b. Utilize existing precinct lines
  - c. Not unreasonably divide communities of common interest and geographic boundaries
  - d. Consider current growth patterns
    - i. i.e. building permits and UGB expansions
2. No district shall be drawn for the purpose of favoring any political party, incumbent elected official or other person.
3. No district shall be drawn for the purpose of diluting the voting strength of any language or ethnic minority group.
4. Population
  - a. The DMAC will be provided with the following three data points in a table by precinct for consideration. Staff and the GIS support team will work with the DMAC to support additional data requests as available.



- i. Census Population
  - 1. Census population data is from 2020, and an updated count will not be available until 2031.
- ii. Voter Registration data from February 2022 (the date of the newly configured precincts based on state-wide re-districting).
- iii. Current Voter Registration data will be provided as requested by the DMAC.
- b. Maps should be drawn to approximately equal population size, to be within a 10% range between the largest and smallest district.
- 5. Draft map will have five districts.

## Population

At the precinct level, the DMAC had access to the 2020 census population and updated voter registration data. Staff did not have access to updated census estimates at the precinct level after 2020. During the October 15, 2025, DMAC meeting, a motion was made to use the updated voter registration data as the primary population data set.

- The motion carried on a 4 -3 vote
  - In favor: Bernie Brader, Matt Cyrus, Ned Dempsey, and Phil Henderson
  - Opposed: Andrew Kaza, Carol Loesche, and Melanie Kebler

Voter registration and census population data were provided for each draft map.

## Maps

Over the course of its meetings, the DMAC considered 11 variations of draft district maps.

During the September 17, 2025, DMAC meeting, members asked staff to create draft maps for the committee to consider and potentially use as starting points in their work.

Committee members gave staff additional direction and considerations for drafting the maps. Those included:

- Apply the Library Board District map in one of the draft district maps
- Consider cities and unincorporated towns (i.e. Tumalo and Terrebonne)
- Present at least two options for splitting the City of Bend:
  - north/south split
  - east/west split
- Start with population centers
- Review the State House Districts map and see if it can be applied to a Commissioner district map
  - After reviewing the House Districts population counts staff determined it was not viable to use this as a draft map starting point

Staff considered all the information and drafted three starting maps for the DMAC, titled Maps 1, 2, and 3. The DMAC then created two new versions of Map 2 by moving precincts between districts. Those maps were initially titled 2B and 2Bv2.

Members of the public also submitted maps, titled PS 1, PS 2, PS 3 and PS 4 (PS = publicly



submitted). The DMAC made precinct-level edits to PS 3 and initially titled the new map as PS 3B.

To reduce confusion, the DMAC changed the naming conventions to A, B, C, and so on.

Ultimately, Map 2Bv2 became Map A. Map PS 3B became Map B. The DMAC then made precinct-level edits to Map B, creating a third map titled Map C.

### **FINAL DISTRICT MAPPING ADVISORY COMMITTEE RECOMMENDATIONS TO THE BOCC:**

A majority of DMAC members made three recommendations to send to the BOCC:

1. The DMAC recommends the BOCC consider Map C for the district map
  - a. In favor of the recommendation: Bernie Brader, Matt Cyrus, Ned Dempsey, and Phil Henderson
  - b. Opposed to the recommendation: Andrew Kaza, Carol Loesche, and Melanie Kebler
2. The DMAC recommends the BOCC use a random process to number the districts
  - a. In favor of the recommendation: Bernie Brader, Carol Loesche, Matt Cyrus, Ned Dempsey, and Phil Henderson
  - b. Opposed to the recommendation: Andrew Kaza and Melanie Kebler
3. The DMAC recommends to the BOCC that if voters approve the map, then redistricting should occur after the 2030 census
  - a. In favor of the recommendation: Bernie Brader, Matt Cyrus, Ned Dempsey, and Phil Henderson
  - b. Opposed to the recommendation: Carol Loesche and Melanie Kebler
  - c. Abstained: Andrew Kaza

### **NEXT STEPS:**

- Would the BOCC like to discuss next steps at this meeting or a subsequent meeting?
  - Which may include but not limited to:
    - Voting on the DMAC's three recommendations
    - Numbering districts for Map C
    - Process and timeline

### **BUDGET IMPACTS:**

N/A

### **ATTENDANCE:**

Jen Patterson, Strategic Initiatives Manager  
 Neil Bryant, DMAC Facilitator  
 Nick Lelack, County Administrator  
 Steve Dennison, County Clerk