

After Recording, Return to:
City of Coburg
PO BOX 8316
Coburg, OR 97408

Send all Notices to:
Ramon Fisher & Ravin Ventures, LLC.
37801 Upper Camp Creek Rd
Springfield, OR 97478

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made between the City of Coburg, an Oregon municipal corporation (“CITY”) and Ravin Ventures, LLC and Hardly Hackit, LLC, Tenants in Common (“RAVIN/HARDLY”).

RECITALS

- A. RAVIN/HARDLY owns the parcel of land legally described in Exhibit A and shown on the map attached as Exhibit B. The property is contiguous to the jurisdictional limits of CITY on its eastern boundary.
- B. RAVIN/HARDLY has submitted to CITY an Annexation Application (ANX 01–20), to annex approximately 107.43 acres of tax lot 202. Assessor’s Map 16–03–34-00 (“PROPERTY”).
- C. RAVIN/HARDLY wishes to annex the PROPERTY to the CITY and seeks approval from the CITY for the annexation and for a concurrent zone change (ZC 01–20). It is understood that RAVIN/HARDLY intends to develop the PROPERTY or sell one or more portions of the PROPERTY to purchaser(s) who will develop the PROPERTY, for light industrial or campus industrial purposes.
- D. The PROPERTY is currently designated in the Coburg Comprehensive Land Use Plan as Light Industrial and is zoned by Lane County as E–40 (Exclusive Farm Use–40 Acre Minimum). Per Section B.2.b. of Article XIV of the Coburg Development Code, development on Light Industrial–zoned property east of Interstate 5 and/or property within the Coburg/Interstate 5 Interchange Area Management Plan (IAMP) must have a Master Planned Development overlay designation prior to development. In addition, Section I.1.a. of Article X of the Coburg Development Code requires that a Traffic Impact Study be conducted when a land use application involves a change in zoning.
- E. Annexation of the PROPERTY requires a showing under Article XX, Section A.4. of the Coburg Development Code that:
 - a. The PROPERTY proposed to be annexed is within the CITY’s urban growth boundary, and is;

- (1) Contiguous to the CITY limits; or
 - (2) Separated from the CITY only by a public right-of-way or a stream, lake or other body of water.
- b. The proposed annexation is consistent with applicable policies in the Coburg Comprehensive Plan and in any applicable refinement plans;
 - c. The proposed annexation will result in a boundary within which key services can be provided.
 - d. Where applicable, fiscal impacts to the CITY have been mitigated through an Annexation Agreement or other mechanism approved by the City Council.
- F. The purpose of this Agreement is to memorialize RAVIN/HARDLY'S and CITY'S commitment and agreement to the allocation of financial responsibility for public facilities and services for the PROPERTY and other users of the facilities, sufficient to meet the CITY'S requirements for the provision of key urban services necessary for an affirmative CITY recommendation for the annexation request.
- G. **SANITARY SEWER:** There is a 6" sanitary sewer line that crosses the freeway under the Van Duyn overpass. Currently, the pipe is serving approximately 45 EDUs, leaving approximately 1,055 EDUs of capacity for future area properties. Any additional capacity needed beyond the available capacity will be the responsibility of the developer.

Sanitary sewers shall be installed to serve each new development and to connect developments to existing mains in accordance with the CITY'S Sanitary Sewer Master Plan as adopted or hereafter amended and updated, and the applicable construction specifications. Development permits for sewer shall not be issued until the City Engineer has approved all sanitary sewer plans in conformance with CITY standards, and approval has been granted by applicable state agencies. A 20-foot –Public Utility Easement is located along the southerly and westerly edges of the property to accommodate public sewer.

- H. **WATER:** The CITY'S water system is under construction and includes an extension under Interstate 5. The connection to the CITY'S system is anticipated to be completed in summer of 2021. When completed, there will be a 12-inch watermain to connect to within approximately 300-feet of the southwest corner of the property. A 20-foot Public Utility Easement is located along the southerly and westerly edges of the property to accommodate public water. With development of the site, water will need to be connected and extended to and through the site along the west property line north to Van Duyn.

Water mains shall be installed to serve each new development and to connect developments to existing mains in accordance with the Water System Master Plan as adopted or hereafter amended and updated, and the applicable construction specifications. Development permits for sewer and water improvements shall not be issued until the City

Engineer has approved all water plans in conformance with CITY standards, and approval has been granted by applicable state agencies.

- I. **STORMWATER:** A detailed drainage plan will be submitted as part of application for any development of the property. The plan will demonstrate compliance with the requirements of the Coburg Development Code and the applicable Master Planned Development plan.
- J. **STREETS:** The PROPERTY has approximately 1540 feet of frontage on Van Duyn Road and is about 3,100 feet deep. The property owner will be responsible for complying with street improvement requirements imposed by the CITY and County through all applicable land development review processes at the time development is proposed. Newly created public streets will be constructed to the required standards. All street improvements will comply with Section E of Article VIII of the Coburg Development Code.
- K. **PARKS:** The CITY has adopted a system development charge (SDC) for parks. When a building permit is requested for construction, the owner of the property being improved shall pay a park SDC fee commensurate with the type of building proposed based upon the City's Parks SDC Methodology Study.
- L. CITY staff has determined that the minimum level of key urban services is currently available to the subject property with regard to water, sewer, electricity, schools and fire and emergency services (with the exception that additional signage, street width, lift station and hydrants may be required as part of development improvements).
- M. In order to facilitate orderly development of the PROPERTY and ensure the full provision of key urban services that are satisfactory to the CITY and meet the CITY's conditions for an affirmative recommendation for annexation, and in exchange for the obligations of CITY set forth below, RAVIN/HARDLY shall comply with all requirements imposed on the CITY in this Agreement.
- N. The PROPERTY will be required to be Master Planned, consistent with Article XIV of the Coburg Development Code. Per Section F.4, of Article XIV, master plans shall contain a minimum of 20 percent open space. The PROPERTY is 107.43 acres (4,679,771 square feet); 20 percent of the total area of the PROPERTY is 935,954 square feet (21.48 acres). As seen on **Exhibit D**, RAVIN/HARDLY will provide an initial open space allotment of 458,338 square feet (10.52 acres). The 10.52-acre open space also acts as a natural landscape buffer between the future uses on the property and the residential areas located immediately to the east. The CITY finds the initial allotment of 10.52 acres as an open space and landscape buffer acceptable and will count towards the total required 20 percent of open space. Each subsequent parcel partitioned from the parent parcel (tax lot 202) will be required to contain 20% open space. The initial allotment of 10.52 acres of open space shall be improved by RAVIN/HARDLY with recreational walking paths and benches for employee working at the respective businesses to be located on the subject property. The recreational walking path and related open space improvements for the initial allotment of open space shall be put in place at the same time as the rights-of-way are constructed. The purpose of the open space requirement is to

provide employee respite and recreation. The remainder of the 20 percent require open space shall be fulfilled by subsequent developments that occur on the subject property.

- O. In order to equitably distribute the 10.52 acres among the entire development, the following portions of the open space area shall be allocated and credited as open space to each lot as follows:

Lot 1 = 119,578 square feet (2.745 acres)

Lot 2 = 250,760 square feet (5.757 acres)

Lot 3 = 78,000 square feet (1.790 acres)

Lot 4 = 10,000 square feet (0.230 acres)

The above area designated for each lot will be subtracted from the required 20 percent open space requirement for that lot. The 20 percent requirement is calculated by taking the gross area of the lot and multiplying it by 0.20.

- P. The subject property is located adjacent to a residential district. As such, the CITY and RAVIN/HARDLY agree the setback along the eastern property boundary that abuts the residential district shall be no less than 25-foot wide and run the entire length of the property boundary.
- Q. Per Article VII.E.4.b(3) of the Coburg Development Code, a minimum of 15 percent of the total area of the site shall be landscaped in accordance with ARTICLE VIII, Supplementary District Regulations. Water quality treatment areas may be incorporated into required landscape area. Additionally, the required landscaping percentage may be counted towards the required open space percentage requirements.
- R. The open space as seen in **Exhibit D**, shall be placed in a conservation easement. RAVIN/HARDLY will be responsible for the conservation easement until the PROPERTY sells or conservation easement is transferred to another party. RAVIN/HARDLY shall prepare the legal description and record the conservation easement described in **Exhibit C**, in accordance with ORS 92.
- S. As seen on pages 1, 22-23 and 26 of the Traffic Impact Study, dated October 12, 2021, and completed by Sandow Engineering on behalf of RAVIN/HARDLY, the PROPERTY can be developed to add up to 613 PM Peak Hour trips before the Pearl Street at Interstate 5 Southbound ramps intersections do not meet mobility standards. At 614-720 PM Peak Hour trips, the intersection will require mitigation. As such, the CITY imposes a trip cap of 613 for the entire PROPERTY. The trip cap shall remain in perpetuity, or until another Transportation Planning Rule Analysis (TPRA) is submitted based on changes of facilities, uses, etc. The trip cap shall be recorded on all subsequent deeds for properties that are created from the PROPERTY, in the form a deed restriction. RAVIN/HARDLY shall notify all potential purchasers of the PROEPRTY that a trip cap of 613 PM Peak Hour trips exists on the PROPERTY and the trip cap will be placed on the deed as a deed restriction. The aforementioned pages of the Traffic Impact Study are incorporated into this agreement as **Exhibit F**.

- T. Through the public hearings process for the requested annexation and rezone, Planning Commission and City Council found that Industrial Policy 7 of the Coburg Comprehensive Plan directly applies to the annexation request. Specifically, the annexation and subsequent industrial development will create conflicting uses with the adjacent properties located at Map and Tax Lot 16-03-33-40-00100 and 16-03-33-40-00200. The aforementioned property is Premier RV, which contains short-term and long-term RV lodging, which Planning Commission and City Council interpreted to be a residential-type use in nature. Industrial Policy 7 reads “*a buffer, subject to conditions of the Zoning Code, shall be required along the boundary of all industrial areas that abut a residential district or shall be used to act as a buffer between the two districts or conflicting uses. Setback requirements of the Zoning Code shall also reflect buffering needs.*” Planning Commission and City Council found the annexation and subsequent industrial development to occur on the PROPERTY would create conflicting uses with the adjacent property immediately to the west. As such, a landscape buffer of 25-feet in minimum width and 6-feet in height shall be placed between the PROPERTY to be annexed and the two Premier RV properties. The buffer may be placed within the required setbacks. The buffer shall be implemented and shown on the tentative Master Plan for the PROPERTY following annexation. The 6-foot-high requirement may be met by planting and maintaining a row of hedges, trees, or other landscape vegetative features that achieve a 6-foot minimum height and adequate screening.

Now, therefore, based on the foregoing Recitals, which are specifically made a part of this Agreement, the parties agree as follows:

AGREEMENT

1. Obligations of RAVIN/HARDLY. Consistent with the above recitals and subject to the issuance of development and public improvement plan approvals, RAVIN/HARDLY agrees to perform the obligations set forth in this section.

- 1.1 RAVIN/HARDLY will commence “development activities” (as that term is defined below in this paragraph) within five (5) years of the execution of this Agreement. CITY will extend this five (5) year deadline for such reasonable period of time as may be requested in writing by RAVIN/HARDLY if the written extension request identifies one or more factors that adversely impacted the ability of RAVIN/HARDLY to commence development activities prior to the ability of RAVIN/HARDLY to meet that deadline (including but not limited to changes in the economy or in the commercial/industrial real estate market) and demonstrates the ongoing commitment of RAVIN/HARDLY to develop the property within a commercially reasonable period of time. For purposes of this Agreement, “development activities” means one or more activities consistent with the development of property in the Light Industrial Zone described in Sections E.1 and 2of Article VII of the Coburg Development Code and may include activities such as sitework or infrastructure development activities, or marketing of the PROPERTY for sale or lease for Light Industrial or Campus Industrial purposes.

- 1.2 RAVIN/HARDLY shall notify potential purchasers of the PROPERTY that on-site public sanitary sewer and water conveyance systems shall be the responsibility of the developer of the PROPERTY and that those systems shall be designed to adequately serve any future development and to comply with the public sewer connection requirements of Section F.5. of Article VIII of the Coburg Development Code.
- 1.3 In conjunction with any future development, any existing wells shall be abandoned per applicable standards of the State of Oregon Administrative Rules, Chapter 690, Division 220, Rules 5 through 140 (OAR 690-220-0005 through 690-220-0140). Develop on-site and off-site water system as may be necessary to adequately serve any future development and that complies with applicable CITY and County requirements, including but not limited to the City's Master Water Plan and Section F.6. of Article VIII of the Coburg Development Code. All water service will be provided to the annexed area consistent with and in accordance with applicable CITY and County requirements, including but not limited to Section F.6. of Article VIII of the Coburg Development Code.
- 1.4 RAVIN/HARDLY shall notify potential purchasers of the PROPERTY that the developer of the PROPERTY shall develop on-site and off-site stormwater management facilities and dedicate drainage easements as may be necessary to adequately manage and treat stormwater runoff from the development site and develop the site in accordance with stormwater quality measures that comply with applicable CITY and County storm drainage requirements, including but not limited to those set forth in the Coburg Development Code, including those above.
- 1.4 RAVIN/HARDLY shall notify potential purchasers of the PROPERTY that dedication of right-of-ways as may be determined necessary during development review and approval processes and improvements to full CITY standards must be made to all new or impacted street right-of-ways at a level as needed to support the approved development.
- 1.5 RAVIN/HARDLY shall notify potential purchasers of the PROPERTY that the developer of the PROPERTY shall be required to pay a park SDC fee commensurate with the type of building proposed based on the CITY's Parks SDC Methodology Study.
- 1.6 RAVIN/HARDLY shall notify potential purchasers of the PROPERTY that prior to development of the PROPERTY, the developer shall present the CITY with an application for a Master Planned Development plan for the PROPERTY. Within one year of the approval of the application, the developer shall present the CITY with a Master Planned Development plan for the PROPERTY.
- 1.7 RAVIN/HARDLY shall, at the time of development of the first parcel, dedicate approximately 20-feet of right-of-way along the frontage of Van Duyn of Map and Tax Lot 16-03-34-00-00202 and construct a total of a 56-foot (including the existing roadway width) wide roadway, as generally illustrated in the attached

conceptual drawing (**Exhibit E**). At a minimum, frontage improvements shall include: sidewalk, curb and gutter, public utilities, two eastbound vehicle travel lanes from the property's west boundary to the access road, and an internal roadway providing access in accordance with the adopted IMAP. Exact details of the roadway and improvements are subject to final engineering design and review approval process.

2. Obligations of CITY. Consistent with the above Recitals, CITY agrees to:

- 2.1 Recommend and support annexation of the PROPERTY to the City of Coburg. If development activities (as defined above in Section 1.1) have not been commenced at the PROPERTY by the deadline described above in Section 1.1 (as such deadline may be extended pursuant to Section 1.1 above) CITY may consider withdrawal of the PROPERTY under the procedures of ORS 222.460.
- 2.2 Use good faith in the timely review and decision making of the applications to the amendments to the Comprehensive Plan Diagram and Zoning Map, and to the timely review and decision making of the Master Planned Developments Plan for the PROPERTY. CITY will support any appeal of a decision by the CITY on these applications but will not assume financial responsibility to provide legal counsel on appeal.
- 2.3 The CITY will provide sewer and water service to the PROPERTY. Sewer and water lines may extend outside the Coburg Urban Growth Boundary within the subsurface right-of-way of Van Duyn Road but, consistent with OAR 660-011-060(3) and -065(2), these lines shall not be used to serve any property outside of the corporate limits of Coburg.

3. Covenants Running With the Land. It is the intention of the parties that the covenants herein are necessary for the development of light industrial use on PROPERTY and as such shall run with the PROPERTY and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit and burden upon the Property. This Agreement shall be recorded upon its execution in the Land County Deeds and Records. In connection with the sale of all or a portion of the PROPERTY, this Agreement may be assigned by RAVIN/HARDLY to the purchaser and shall benefit any assigns or successors in interest to RAVIN/HARDLY. Without limiting the generality of the foregoing, if either or both of Ravin Ventures, LLC and/or Hardly Hackit, LLC (or any of their respective successors in interest) transfers an ownership interest in the PROPERTY (whether voluntarily or by operation of law), the transferee will automatically be bound by the obligations of RAVIN/HARDLY under this Agreement and the transferor will have no further obligation under this Agreement. Execution of this Agreement is a precondition to the support of the City of Coburg for annexation of the property described in Exhibit A for the City of Coburg. Accordingly, the CITY retains all rights for enforcement of this Agreement.

4. Mutual Cooperation. City and RAVIN/HARDLY shall endeavor to mutually cooperate with each other in implementing the various matters contained herein. For so long as Ravin Ventures, LLC and Hardly Hackit, LLC both own interests in the PROPERTY, they shall each be jointly and severally bound by the obligations of RAVIN/HARDLY under this Agreement; as provided

above in Section 3, if either or both of Ravin Ventures, LLC and/or Hardly Hackit, LLC (or any of their respective successors in interest) transfers an ownership interest in the PROPERTY (whether voluntarily or by operation of law), the transferee will automatically be bound by the obligations of RAVIN/HARDLY under this Agreement (jointly and severally with all other owners of the PROPERTY, if there is more than one owner) and the transferor will have no further obligation under this Agreement.

5. Waiver of Right of Remonstrance. RAVIN/HARDLY agrees to sign any and all waivers, petitions, consents and all other documents necessary to obtain the public facilities and services described herein as benefiting the Property, under any Local Improvement Act or proceeding of the State of Oregon, Lane County or the City of Coburg and to waive all rights to remonstrate against these improvements. RAVIN/HARDLY does not waive the right to protest the amount or manner of spreading the assessment thereof, if the assessment appears to RAVIN/HARDLY to be inequitable or operate unfairly upon the PROPERTY, or its right to comment upon any proposed local improvement district, or any related matters orally or in writing.

7. Modification of Agreement. This Agreement may only be modified by writing signed by both parties (or, if RAVIN/HARDLY has transferred an ownership interest in the PROPERTY, by the then-current owners of the PROPERTY).

8. Land Use. Nothing in this Agreement shall be construed as waiving any requirements of the Coburg Development Code or Coburg Municipal Code which may be applicable to the use and development of this Property. Nothing herein shall be construed as CITY providing or agreeing to provide approval of any building, land use, or other development application submitted by RAVIN/HARDLY.

9. Invalidity. If any provision of this Agreement shall be deemed unenforceable or invalid, such enforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement. The validity, meaning, enforceability, and effect of the Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon.

DATED this ____ day of _____, 2022.

IN WITNESS WHEREOF, Raven Ventures, LLC, Hardly Hacket, LLC RAVIN/HARDLY and CITY have executed this Agreement as of the date first herein above written.

City of Coburg

By: _____
Ray Smith, Mayor

Ravin Ventures, LLC

By: _____ Title: _____

Hardly Hackit, LLC

By: _____ Title: _____

STATE OF OREGON
County of Lane

This record was acknowledged before me on _____, 2022, by

Ray Smith as Mayor of City of Coburg.

Notary Public for Oregon
Commission Expires _____

STATE OF OREGON
County of Lane

This record was acknowledged before me on _____, 2022, by

_____ as _____ of Ravin Ventures LLC.

Notary Public for Oregon
Commission Expires _____

STATE OF OREGON
County of Lane

This record was acknowledged before me on _____, 2022, by

_____ as _____ of Hardly Hackit, LLC.

Notary Public for Oregon
Commission Expires _____

**EXHIBIT A
LEGAL DESCRIPTION**

BEGINNING AT A POINT ON THE NORTH LINE OF THE I. S. SWEARINGER DONATION LAND CLAIM NO. (D.L.C.) NO. 37, IN SECTION 34, TOWNSHIP 16 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING WEST 1051.00 FEET AND 30.00 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID DONATION LAND CLAIM NO. 37;

THENCE RUNNING PARALLEL WITH THE EAST LINE OF SAID DONATION LAND CLAIM NO. 37, SOUTH 3106.29 FEET(Course 1), MORE OR LESS, TO A POINT ON THE SOUTH LINE OF TRACT 4 AS DESCRIBED IN A DEED RECORDED AUGUST 2, 1939 IN BOOK 198, PAGE 572 OF THE LANE COUNTY OREGON DEED RECORDS;

THENCE ALONG SAID SOUTH LINE, WEST 1540.16 FEET (Course 2), MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID DONATION LAND CLAIM NO. 37;

THENCE LEAVING SAID SOUTH LINE AND RUNNING ALONG SAID WEST LINE, NORTH 3106.29 FEET (Course 3), MORE OR LESS, TO THE NORTHWEST CORNER OF SAID DONATION LAND CLAIM NO. 37;

THENCE ALONG THE NORTH LINE OF SAID DONATION LAND CLAIM NO. 37, EAST 1540.16 FEET (Course 4), MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN LANE COUNTY, OREGON.

EXHIBIT B
Tax Lot 202, Assessor's Map 16-03-34-00

