

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 D 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 an application for final subdivision plat approval for the tentative subdivision plan approved under File Nos. 247-24-000360-TP (the “Land Use Approval”) 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 plat for the Land Use Approval.

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 Approval.

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 Two Million Three Hundred Sixty Thousand Four Hundred Twenty Eight Dollars (\$2,360,428) (the “Security”). 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 Approval.

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 Plan, 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:

Caldera Springs Real Estate LLC
PO Box 3609
Sunriver, Oregon 97707
Attn: Thomas Samwel

To County:

Deschutes County Administration
County Administration
1300 NW Wall Street, Ste 200
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 _____, 20__

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 _____, 20__

Notary Public, State of Oregon

DATED this ___ day of _____, 20__

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 _____, 20__

Notary Public, State of Oregon

EXHIBIT A
LEGAL DESCRIPTION

Lots 493 through 521 inclusive, Common Area Tracts UU, VV, WW, and XX, and private street tracts Elk Run Drive, Lava Springs Loop and Wildpine Loop, CALDERA SPRINGS, PHASE D, Recorded on _____, 20 __, in the real property records of Deschutes County as Document No. 20 __ - _____.

Exhibit B-Required Improvements

5	Furnish materials and install 644 electrical vaults.	5	Each	\$3,750.00	\$18,750.00
6	Furnish materials and install 575 electrical vaults.	1	Each	\$4,200.00	\$4,200.00
				C Subtotal	\$243,630.00

D General Excavation, Embankment, Storm, and Roadway Construction					
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	\$37,000.00	\$37,000.00
2	Compaction Testing (All Scopes of Earthwork & Pipe)	1	Lump Sum	\$12,500.00	\$12,500.00
3	Furnish and apply construction water.	1	Lump Sum	\$33,000.00	\$33,000.00
4	Unclassified excavation for roadways, including subgrade preparation.	5,200	Cubic Yards	\$36.00	\$187,200.00
5	Furnish materials and construct aggregate base course, 6" thickness for Fire Truck Turnarounds	1,500	Square Yards	\$11.00	\$16,500.00
6	Furnish materials and construct aggregate base course, 6" thickness for streets	6,830	Square Yards	\$11.00	\$75,130.00
7	Furnish material and construct 3" asphaltic concrete pavement for streets.	5,690	Square Yards	\$19.50	\$110,955.00
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		Foot	\$16.00	\$0.00
				D Subtotal	\$472,285.00

E Multi-Use Path Construction					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Unclassified excavation for bike paths, including subgrade preparation.	840	Cubic Yards	\$36.00	\$30,240.00
2	Furnish materials and construct aggregate base course, 6" thickness for paths.	1,460	Square Yards	\$12.00	\$17,520.00
3	Furnish materials and construct 2" asphaltic concrete pavement for paths.	1,460	Square Yards	\$15.00	\$21,900.00
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.	2,170	Square Yards	\$6.00	\$13,020.00
				E Subtotal	\$86,180.00

Total Items A-E **\$1,856,689.00**

F Mobilization/General Conditions/Management					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Mobilization/General Conditions/Management (5%)	1	Lump Sum	\$92,834.45	\$92,834.45
2	Construction Staking	1	Lump Sum	\$17,500.00	\$17,500.00
				F Subtotal	\$110,334.45

Project Total Items A-F **\$1,967,023.45**

Project Includes lots 498-501, 507-521
 Lots 493-497, 503-506 completed prior

EXHIBIT C
Land Use Decision



Mailing Date:
Tuesday, August 20, 2024

COMMUNITY DEVELOPMENT

FINDINGS & DECISION

FILE NUMBER: 247-24-000360-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

AGENT/ENGINEER:

Parametrix
Attn: Jim Frost

**APPLICANT'S
REPRESENTATIVE:**

Radler White Parks & Alexander, LLP
Attn: Steve Hultberg

REQUEST:

The applicant seeks tentative plan approval of Caldera Springs Phase D, a 29-lot 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 FMP was approved on August 10, 2021.

STAFF CONTACT:

Haleigh King, Associate Planner
Phone: 541-383-6710
Email: Haleigh.King@deschutes.org

RECORD:

Record items can be viewed and downloaded from:
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 (“HO”) 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 174 acres in size, and undeveloped with a generally level topography. However, only a portion of the 174 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. A portion of the power line right-of-way borders the west boundary of the site.

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 OLU's in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLU's provided as lock-off units; A total of 160 OLU's 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"> • Location and extent of the Wildlife Mitigation Tract • Types and number of OLUs • Vandever Road access; and • 100-foot setback from common areas
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"> • Install a landscaped berm located just north of Trailmere Circle, along the western boundary of the subject property • Relocate the north/south road along the western boundary, approximately 50 feet to the east <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).

REVIEW PERIOD: The application was submitted on June 10, 2024. Staff deemed the TP application incomplete on July 10, 2024. The applicant provided a response to the incomplete letter on July 18, 2024. Staff deemed the application complete on July 18, 2024. The 150th day on which the County must take final action on the TP application is December 15, 2024.

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice of the application on June 13, 2024 to several public agencies. Staff received the following responses.

Deschutes County Senior Transportation Planner, Tarik Rawlings

I have reviewed the transmittal materials for 247-24-000360-TP for a 29-lot subdivision on a total 175.36-acre property comprised of two parcels, within the existing Caldera Springs Destination Resort (Phase D). 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 2013-020 sets a transportation system development charge (SDC) rate of \$5,603 per p.m. peak hour trip. County staff has determined a local trip rate of 0.81 p.m. peak hour trips per single-family dwelling unit; therefore the applicable SDC is \$4,538 (\$5,603 X 0.81). 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, 2024. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. ON JULY 1, 2024, THE SDC RATE WILL INCREASE TO \$5,670 PER P.M. PEAK HOUR TRIP AND THE SDC FOR THE PROPOSAL WILL BE \$4,592 (\$5,670 X 0.81) PER SINGLE-FAMILY DWELLING UNIT AND THAT SDC AMOUNT WILL BE VALID THROUGH JUNE 30, 2025. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.

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: Unable to provide accurate comments, water and access requirement shall be 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.**

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 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.

- **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.

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 June 13, 2024, 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 June 13, 2024. 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, Vandever Road ingress and egress is allowed by both CMP condition #2 and BoCC condition #6 with egress from the Resort onto Vandever 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,

As discussed above, this plat is being processed concurrently with the plat for an 8-lot OLU project, with each lot containing two OLUs. The applicant anticipates that the county will condition recording the final plat for Caldera Springs Phase D upon the prior recording of the OLU plat. Staff notes Remand condition 8, detailed below, modified the ratio to 2.3 to 1.

In approving the CMP, the county found that Caldera Springs included a total of 196 visitor oriented accommodations, also known as overnight lodging units or OLUs. For Phases A through C, the county has approved a total of 76 OLUs (with two OLUs per OLU lot). For Phase D the applicant proposes 16 OLUs to be constructed on 8 separate lots. As of the date of this application, a total of 224 OLUs have been completed and received certificates of occupancy. With approval of the Phase D and Phase D OLU final plats, a total of 227 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 D 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

6/5/2024

Phase	Plat Approval Requirements					OLUs required to meet 2.3:1 ratio
	SFR Units	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* (est. recording 12/31/24)	29	16.0	1.81	1.81	234	226.5
Caldera Springs Total	521	288	N/A	1.81	234	
Expansion Total	201	92	2.18			

* 234 completed OLUs anticipated by 12/31/24

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 D OLU and companion residential subdivision plat, a total of 227 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 224 OLUs are completed and have received certificates of occupancy, leaving at least 3 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of

construction of the OLUs, if the 3 OLUs are not completed by the time of recording of the Phase D 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 D, the applicant shall submit one of the following to ensure that a minimum of 227 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 227 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 227 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 8 OLU lots (2 OLUs per lot). 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)¹, 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.

¹ 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.

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 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 D 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 Vandever 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 Vandever 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 Vandever 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 a 29-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 visitor oriented accommodations, also known as overnight lodging units or OLU. For Phases A through C, the county has approved a total of 76 OLU (with two OLU per OLU lot). For Phase D the applicant proposes 16 OLU to be constructed on 8 separate lots. As of the date of this application, a total of 224 OLU have been completed and received certificates of occupancy. With approval of the Phase D and Phase D OLU final plats, a total of 227 OLU will be required to be in place or guaranteed through surety bonding. Depending on the timing of construction of additional OLU, if the required number of OLU are not completed by the time of recording of the Phase D plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLU 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

6/5/2024

Phase	Plat Approval Requirements					OLUs required to meet 2.3:1 ratio
	SFR Units	OLUs	Phase Ratio	Overall Ratio (2.3 max)	Completed OLU	
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* (est. recording 12/31/24)	29	16.0	1.81	1.81	234	226.5
Caldera Springs Total	521	288	N/A	1.81	234	
Expansion Total	201	92	2.18			

* 234 completed OLU anticipated by 12/31/24

As discussed above, with approval of the Phase D OLU and companion residential subdivision plat, a total of 227 OLU are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 224 OLU are completed and have received certificates of occupancy, leaving at least 3 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLU, if the 3 OLU are not completed by the time of recording of the Phase D plats, the applicant will be required to provide bonding or other security to ensure that all required OLU 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 D, the applicant shall submit one of the following to ensure that a minimum of 227 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 227 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 227 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 29-lot 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 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 Elk Run Drive, Lava Springs Loop, and Wildpine Loop. 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 D in one 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 Elk Run Drive, Lava Springs Loop, and Wildpine Loop, private streets which ultimately connect to Vandevent Road to the south. The three proposed 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 Lava Springs Loop as proposed with this plat will be a continuation of the existing streets within the resort property. 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 C 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 25-foot undeveloped land strip 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.

No cul-de-sacs or dead-end streets are proposed with this subdivision. The terminus of Lava Springs Loop and Elk Run Drive will connect to future phases. 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.

The proposed multi-use pathway network includes a connection to Lava Springs Loop within Common Area Tract WW as shown on the Tentative Plat. The multi-use path will be 10 feet in usable surface. 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 C 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 29-lot subdivision is \$10,150 (\$350 x 29).

Park Fee. Prior to final plat approval, the owner shall pay the \$10,150 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 a 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 Vandever 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 Vandever Road. The subdivision will have two access points: one extending from Trailmere Circle in the existing resort, and a new access point connecting to Vandever 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. Per the TP, all roads will be constructed within a 60-foot right-of-way. All roads will have a 20-foot paved width.

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

Vandevert 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 Vandevert 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 Vandevert 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 2013-020 sets a transportation system development charge (SDC) rate of \$5,603 per p.m. peak hour trip. County staff has determined a local trip rate of 0.81 p.m. peak hour trips per single-family dwelling unit; therefore the applicable SDC is \$4,538 (\$5,603 X 0.81). 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, 2024. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. ON JULY 1, 2024, THE SDC RATE WILL INCREASE TO \$5,670 PER P.M. PEAK HOUR TRIP AND THE SDC FOR THE PROPOSAL WILL BE \$4,592 (\$5,670 X 0.81) PER SINGLE-FAMILY DWELLING UNIT AND THAT SDC AMOUNT WILL BE VALID THROUGH JUNE 30, 2025. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.

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 227 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 227 OLUs are constructed; or
 - B. Bonding or other security to ensure that a minimum of 227 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 \$10,150 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.

PRIOR TO CONSTRUCTION

23. 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

24. 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, Associate Planner

Jacob Ripper

Reviewed by: Jacob Ripper, Principal Planner

Attachments:

1. Tentative Plan

CALDERA SPRINGS, PHASE D TENTATIVE PLAT

BEING A REPEAT OF A PORTION OF DEVELOPMENT TRACT #1, CALDERA SPRINGS, PHASE A, DEVELOPMENT TRACT #1, QUARTER (SE1/4) OF SECTION 8 LOCATED IN THE SOUTHWEST CORNER OF TOWNSHIP 28S, RANGE 11E, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON
APRIL 2024

DATE	BY	REVISIONS

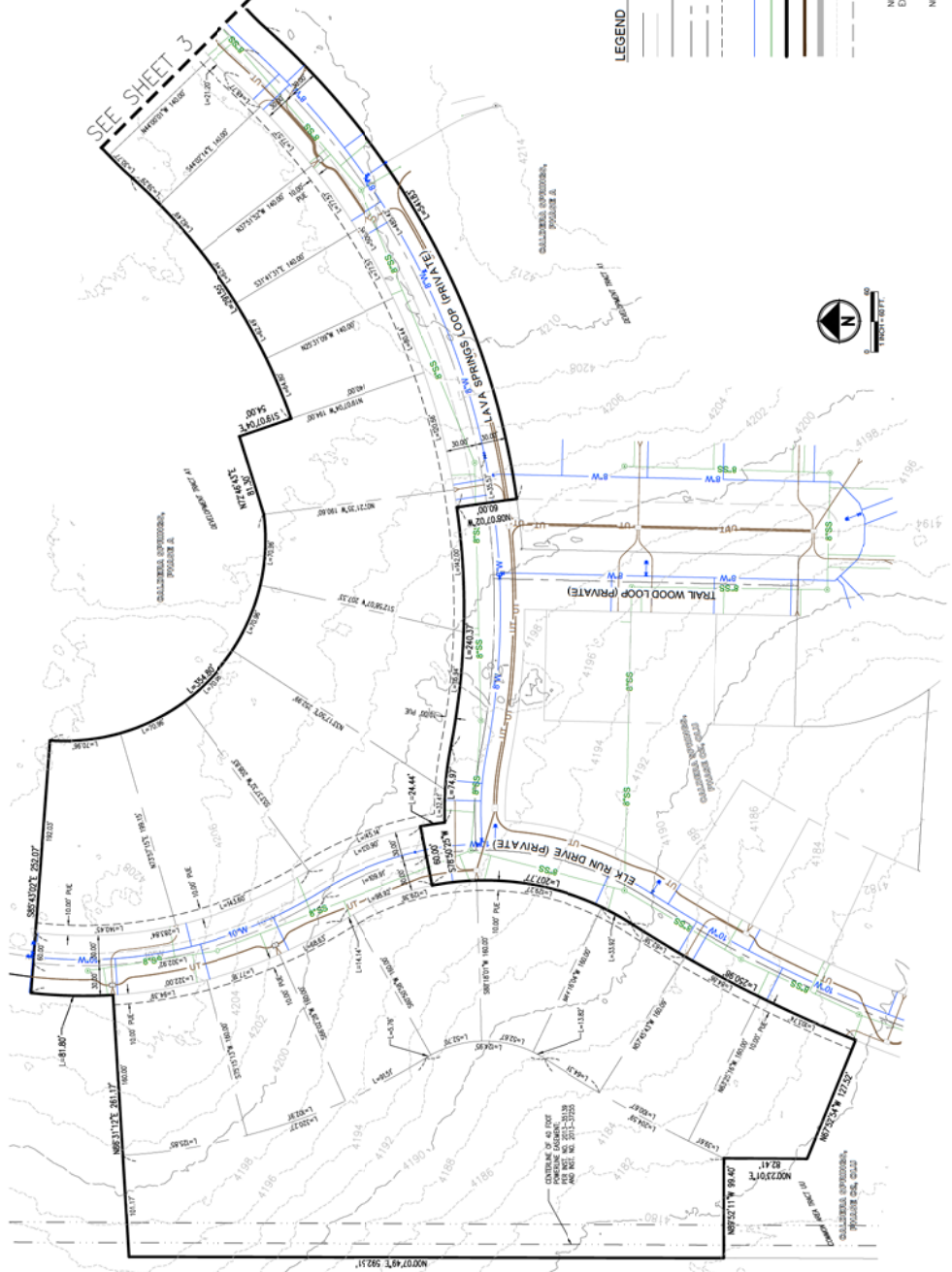
Parametrix

207-7378-0322
04/23/2024
2024
APPROVED
CHECKED
DATE
BY



PROJECT NAME: CALDERA SPRINGS PHASE D
SUNRISE, OR

TENTATIVE SUBDIVISION PLAN OVERVIEW



LEGEND

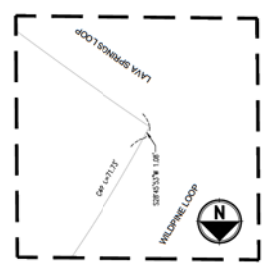
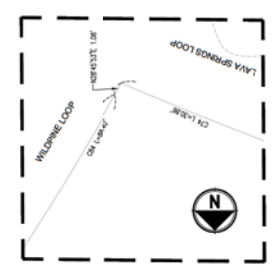
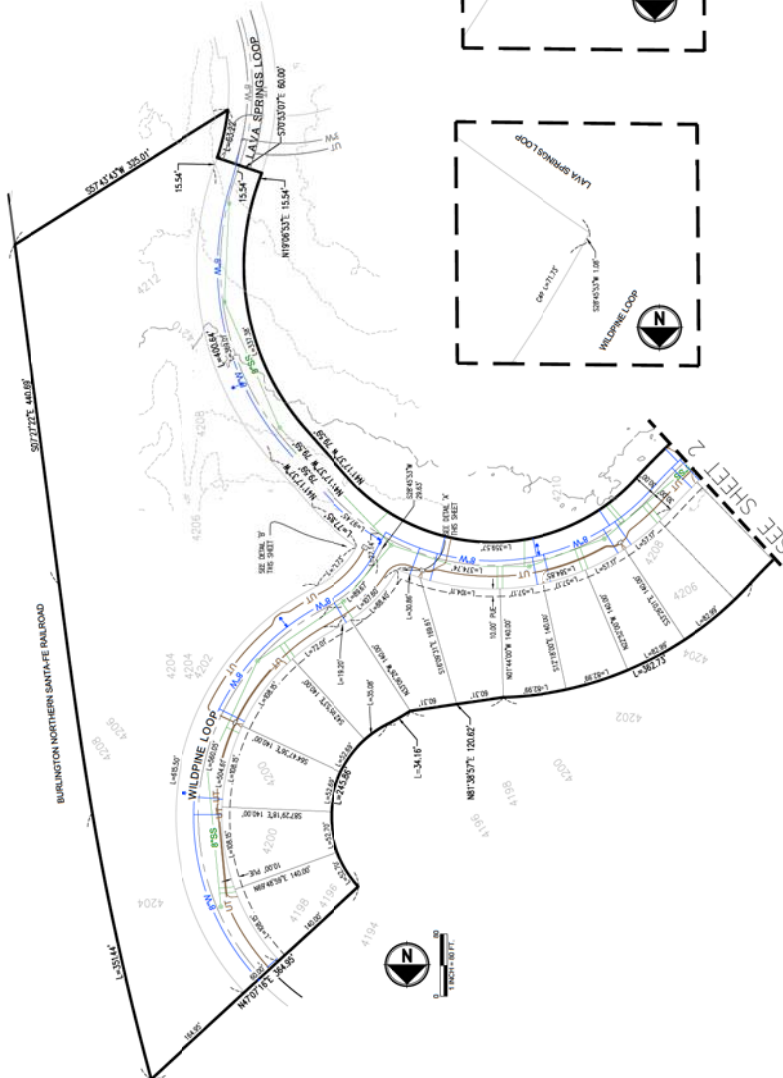
- PROPOSED LOT TRACT LINE
- EXISTING PROPERTY LINE
- EXISTING PROPERTY LINE, PHASE 1
- PROPOSED RIGHT-OF-WAY CENTERLINE
- EXISTING RIGHT-OF-WAY CENTERLINE
- PROPOSED EASEMENT
- PUBLIC UTILITY EASEMENT
- PROPOSED WATER MAIN
- PROPOSED SEWER MAIN
- PROPOSED CALDERA SPRINGS
- PROPOSED 8' WIDE SOFT TRAIL
- PROPOSED 5' SHARED USE PATH
- EXISTING MAJOR CONTOUR
- PROPOSED MAJOR CONTOUR
- EXISTING FIRE HYDRANT
- PROPOSED SEWER MANHOLE

NOTE:
EXISTING CONTOURS SHOWN AT 2' INTERVALS FOR CLARITY.
NOTE: SEE DETAIL ON TP1.0 FOR MAJOR ROAD TYPICAL SECTION.

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

CALDERA SPRINGS, PHASE D TENTATIVE PLAT

BEING A REPLAT OF A PORTION OF DEVELOPMENT TRACT AT CALDERA SPRINGS, PHASE A, LOCATED IN THE SOUTHWEST QUARTER (SE1/4) OF SECTION 8 ALL IN TOWNSHIP 28 SOUTH, RANGE 11 EAST WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON
APRIL 2024



- LEGEND**
- PROPOSED LOT TRACT LINE
 - EXISTING PROPERTY LINE
 - EXISTING PROPERTY LINE, PHASE 1
 - PROPOSED RIGHT-OF-WAY CENTERLINE
 - EXISTING RIGHT-OF-WAY CENTERLINE
 - PROPOSED EASEMENT
 - PUBLIC UTILITY EASEMENT
 - PROPOSED WATER MAIN
 - PROPOSED SEWER MAIN
 - PROPOSED GAS MAIN
 - PROPOSED 2" WIDE SOFT TRAIL
 - PROPOSED 9" WIDE SOFT TRAIL
 - EXISTING MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - PROPOSED FIRE HYDRANT
 - PROPOSED SEWER MANHOLE
- NOTE:
EXISTING CONTOURS SHOWN AT 2' INTERVALS FOR CLARITY.
NOTE: SEE DETAIL ON TP1.0 FOR MAJOR ROAD TYPICAL SECTION.

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

PARAMETRIX
297-7378-0322
04/23/2024
APPROVED
DATE

ONE INCH
AT FULL
SCALE
ACCORDINGLY

REVISIONS

DATE BY

PROJECT NAME
CALDERA SPRINGS
PHASE D
SUNRISE, OR

DATE: 04/23/2024
TIME: 3:27 PM
USER: DSK

PROFESSIONAL SEAL
STATE OF OREGON
PLANNING
EXPIRES: 12/31/2025

TENTATIVE
SUBDIVISION PLAN
OVERVIEW

DRAWING NO.:
3 OF 3
TP3.0

EXHIBIT D
Bond Instrument

BOND NO.: 1001159773
PREMIUM: \$35,406.00/annum

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Caldera Springs Real Estate, LLC, as Principal and American Contractors Indemnity 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 Two Million Three Hundred Sixty Thousand Four Hundred Twenty-Eight & 00/100 (\$2,360,428.00), 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 D, and

WHEREAS, the map of said tract on which Principal desires to construct

Caldera Springs Phase D Improvements

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

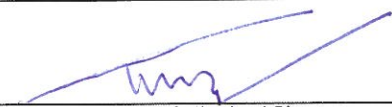
WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

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 3rd day of March, 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: 
Marie Claire Trinidad, 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 Orange

On 03-03-2025 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Marie Claire Trinidad
[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.

Kathy R. Mair
Signature of Notary Public: Kathy R. Mair

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: Marie Claire Trinidad

- 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: _____



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, Sohka Evans, My Hua or Marie Claire Trinidad 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 January 31st 2028. 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 1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

Signature of 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.

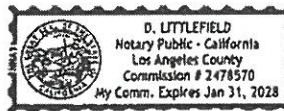
State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, 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 of D. Littlefield (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 3rd day of March, 2025.

Bond No. 1001159773
Agency No. 16422 - PDF POA



Signature of Kio Lo, Assistant Secretary