

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

After recording, return to:
Schwabe, Williamson & Wyatt
360 SW Bond St., Ste. 500
Bend, OR 97702
Attn: Kenneth Kataroff
Kkataroff@SCHWABE.com

**DEVELOPMENT AGREEMENT
BETWEEN
MHC TT, L.P. AND DESCHUTES COUNTY, OREGON**

This Statutory Development Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2024 by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon (the “**County**”), and **MHC TT, L.P.**, a Delaware limited partnership (“**Developer**”), and its assigns, pursuant to ORS 94.504 to 94.528. The County and Developer may be referred to jointly in this Agreement as the “**Parties**” and individually as a “**Party**.”

RECITALS

- A. Developer is the legal owner of certain real property in Deschutes County, Oregon, consisting of approximately 276 acres (the “**Property**”) and shown on the Existing Master Plan, attached hereto as **Exhibit A**.
- B. The Property consists of three lots of record, and is currently zoned Rural Residential- 10 Acre Minimum (“**RR-10**”, Flood Plain (“**FP**”), and Exclusive Farm Use- La Pine Subzone (“**EFU-LA**”). The Property is also designated with the County’s Landscape Management (“**LM**”) and Wildlife Area (“**WA**”) overlay districts.
- C. Developer currently operates Thousand Trails Bend-Sunriver RV Campground at the Property.
- D. On or before 1973, the County approved a master plan for a planned development known as Fort Laramie and, thereafter, zoned the Property Planned Development (“**PD**”). This development is now known as Thousand Trails.

- E. The 1973 County land use decision approving the Fort Laramie master plan and rezone has not been maintained by the County due to fire or other unknown reasons. Subsequent to the loss of the 1973 master plan approval, there has been confusion regarding the scope and intensity of development allowed at the Property.
- F. In 1979, a new master plan was recorded to reflect the development originally approved in the 1973 master plan. **Exhibit B**. On July 22, 1986, the County approved a minor alteration to SP-78-68 (the “**1986 Decision**”), further confirming the development originally approved in the 1973 master plan. **Exhibit C**.
- G. In order to provide certainty for the Developer and the County regarding the development allowed at the Property, Developer and County desire to enter into this Agreement.

AGREEMENT

In consideration of the mutual promises and performance obligations of each Party set out in this Agreement, the County and Developer hereby agree to the following terms and conditions, including three (3) exhibits, attached hereto and incorporated as referenced herein.

1. Effective Date and Term of Agreement.

- 1.1.** This Agreement shall be effective upon the later of (1) adoption of an ordinance by the County approving this Agreement pursuant to ORS 94.508, and (2) execution of this Agreement by both Parties. The Agreement shall continue in effect for a period of seven (7) years after its effective date, unless it is terminated in accordance with Section 7 of this Agreement.

2. Description of Development Authorized by this Development Agreement.

- 2.1** This Agreement confirms that the development originally authorized by the 1973 master plan and depicted on **Exhibit A** is hereby deemed vested and previously approved by the County (hereinafter the “Approved Development”) as follows:

- 2.1.1** A maximum of 520 total camp sites shall be allowed at the Property.
- 2.1.2** All existing facilities at the Property shall be permitted pursuant to this Agreement.
- 2.1.3** The Parties agree that **Exhibit A** is a true and correct depiction of the Approved Development that is authorized at the Property.

2.2 Future Alterations to Approved Development.

2.2.1 The Developer recognizes that any future alteration or expansion to the Approved Development authorized by Section 2.1 of this Agreement will require approval from the County.

2.2.2 The County shall process any application to alter or expand the Approved Development at the Property as a site plan review or alteration, pursuant to Deschutes County Code (“DCC”) 18.124 and within the 150-day time period as provided for in ORS 215.427(1), unless extended or waived in writing by the Developer.

2.3 No Code Enforcement Violations.

The Parties agree that by executing this Agreement, the Approved Development is hereby deemed vested and previously approved by the County and shall not constitute a basis for a County code compliance action.

2.4 Waiver of Paving Standards within DCC Chapter 18.124; Chapter 18.116.

The Parties hereby agree that any future alteration or expansion to the Approved Development authorized by Section 2.1 of this Agreement will be exempt from the paving standards set forth in DCC Chapter 18.124 and DCC 18.116.030(F)(4).

3. Public Facilities, Services, and Dedications.

This Agreement is intended to confirm existing development at the Property. The requirements of ORS 94.504(2)(e), (h) are not applicable.

4. Applicable Approval Criteria.

For purposes of any future alteration to the Approved Development as set forth in Section 2.3 of this Agreement, the applicable zoning ordinances and other County rules and policies shall be those in effect on the date that the Agreement is approved as provided for in ORS 94.518.

5. Continuing Effect of Agreement.

5.1 In the case of any change in regional policy or federal or state law or other change in circumstance which renders compliance with this Agreement impossible or unlawful, the Parties will attempt to give effect to the remainder of this Agreement, but only if such effect does not prejudice the substantial rights of either Party under this Agreement. If the substantial rights of either Party are prejudiced by giving effect to the remainder of this Agreement, then the Parties

shall negotiate in good faith to revise this Agreement to give effect to its original intent. If, because of a change in policy, law or circumstance, this Agreement fails of its essential purpose (confirming that the established development at the Property is deemed vested and previously approved) then the Parties shall be placed into their original position to the extent practical.

5.2 This Agreement shall be binding on any city should the property be annexed.

6. Default; Remedy.

6.1 Default/Cure. The following shall constitute defaults on the part of a Party:

6.1.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within sixty (60) days after the other Party has given notice specifying the breach; provided that if the non-breaching Party determines that such breach cannot with due diligence be cured within a period of sixty (60) days, the non-breaching Party may allow the breaching Party a longer period of time to cure the breach, and in such event the breach shall not constitute a default so long as the breaching Party diligently proceeds to affect a cure and the cure is accomplished within the longer period of time granted by the non-breaching Party; or

6.1.2 Any assignment by a Party for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over a Party.

6.2 Remedies. Each Party shall have all available remedies at law or in equity to recover damages and compel the performance of the other Party pursuant to this Agreement. The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.

7. Amendment or Termination of Agreement.

This Agreement may only be amended or terminated by the mutual consent of the Parties, or their successors in interest, pursuant to ORS 94.522.

8. Miscellaneous Provisions.

8.1 Notice. All notices and communications under this Agreement will be in writing and may be delivered by personal delivery, e-mail, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

In the case of a notice or communication to the County, addressed as follows:

County: Deschutes County
Attention: BoCC
PO Box 6005
Bend, OR 97708-6005
Telephone: (541) 388-6570

In the case of a notice or communication to Developer, addressed as follows:

Developer: MHC TT, L.P.
c/o Equity Lifestyle Properties, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606
Attention: President
Telephone: (312) 279-1400

Copy to: Equity Lifestyle Properties, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606
Attention: Chief Legal Officer
Telephone: (312) 279-1400

Schwabe, Williamson & Wyatt PC
Attn: Kenneth Katzaroff
360 SW Bond St., Ste. 500
Bend, OR 97702
E-mail: Kkatzaroff@SCHWABE.com
(503) 222-9981

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

- 8.2 Headings.** Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- 8.3 Counterparts.** In the event this Agreement is executed in two (2) or more counterparts, each counterpart shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- 8.4 Waivers.** No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by County or Developer of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.
- 8.5 Time of the Essence.** Time is of the essence under this Agreement.
- 8.6 Choice of Law.** This Agreement shall be interpreted under the laws of the State of Oregon.
- 8.7 Attorneys' Fees.** In the event a dispute arises under this Agreement and either party files legal action to interpret or enforce its terms, the prevailing party in any arbitration, legal action in state or federal court, and any appeals therefrom shall be entitled to recover its reasonable costs thus incurred, including expert witness and attorney fees, from the losing party.
- 8.8 Calculation of Time.** All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or such a holiday.
- 8.9 Construction.** In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.
- 8.10 Severability.** Consistent with Section 6 above, if any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

- 8.11 Place of Enforcement.** Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Deschutes County, or the United States District Court for the District of Oregon.
- 8.12 Good Faith and Reasonableness.** The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given “sole discretion” or being allowed to make a decision in its “sole judgment.”
- 8.13 Condition of County Obligations.** All County obligations pursuant to this Agreement which require the expenditure of funds are contingent upon future appropriations by the County as part of the local budget process. Nothing in this Agreement implies an obligation on the County to appropriate any such monies.
- 8.14 Cooperation in the Event of Legal Challenge.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action.
- 8.15 Enforced Delay, Extension of Times of Performance.** In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war; insurrection, strikes, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the County, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance which is not within reasonable control of the Party to be excused; provided, however, that the Parties agree to proceed in accordance with Section 6 in the event of the occurrence of any of the foregoing events also described in Section 6.
- 8.16 Other Necessary Acts.** Each Party shall execute and deliver to the other all such further instruments and documents and take such additional acts (which, in the case of the County, shall require adopting necessary ordinances and resolutions) as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of rights and privileges hereunder.
- 8.17 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the subject matter covered by this Agreement.

- 8.18 Interpretation of Agreement.** This Agreement is the result of arm's length negotiations between the Parties and shall not be construed against any Party by reason of its preparation of this Agreement.
- 8.19 Capacity to Execute; Mutual Representations.** The Parties each warrant and represent to the other that this Agreement constitutes a legal, valid, and binding obligation of that Party. Without limiting the generality of the foregoing, each Party represents that its governing authority has authorized the execution, delivery, and performance of this Agreement by it. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they purport to be acting. Each Party represents to the other that neither the execution nor delivery of this Agreement, nor performance of the obligations under this Agreement will conflict with, result in a breach of, or constitute a default under, any other agreement to which it is a Party or by which it is bound.
- 8.20 Recording.** County shall cause this Agreement to be recorded pursuant to ORS 94.528.
- 8.21 Form of Agreement; Exhibits.** This Agreement consists of ___ pages and ___ exhibits. The exhibits are identified as follows: Exhibit A (Existing Master Plan), Exhibit B (1979 Master Plan), and Exhibit C (1986 Decision).
- 8.22 Fees.** The fee charged for the review of the Required Applications shall be the same as applicable fee at the time, as shown in the adopted Deschutes County Fee Schedule for the applicable fiscal year.
- 8.22.1** For the purposes of processing this Agreement, Developer agrees to pay County a processing fee of \$3,235 dollars.

Executed as of the day and year first above written.

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice-Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

STATE OF OREGON, County of Deschutes) ss.

Before me, a Notary Public, personally appeared ANTHONY DEBONE, PHIL CHANG, PATTI ADAIR, 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:

MHC TT, L.P., a Delaware limited partnership MHC Trails GP, L.L.C., a Delaware limited liability company, its general partner

By:_____

Name: Brett Hattel

Title: Senior Vice President-Asset Management

STATE OF OREGON, County of Deschutes) ss.

Before me, a Notary Public, personally appeared Brett Hattel, and acknowledged the foregoing instrument as the Senior Vice President – Asset Management, as General Partner of MHC Trails GP, LLC, on behalf of MHC TT, LP, a Delaware limited partnership.

DATED this __ day of _____, 20__

Notary Public, State of Oregon



SCALE: 1"=200'

THOUSAND TRAILS BEND - SUNRIVER EXISTING CONDITIONS PER EARLIER AUTHORIZATIONS

LOCATED IN THE S 1/2 OF SECTION 19 AND IN THE
W 1/2 SW 1/4 OF SECTION 20, TOWNSHIP 20 SOUTH,
RANGE 11 EAST, W.M., DESCHUTES COUNTY, OREGON

OWNER:
MHC TT INC
P.O. BOX 06115
CHICAGO, IL 60606

ATTORNEY:
KENNETH KATZAROFF
SCHWABE, WILLIAMSON & WYATT
360 SW BOND ST., STE. 500
BEND, OREGON 97702

SURVEYING:
TYE ENGINEERING & SURVEYING, INC.
725 NW HILL STREET
BEND, OREGON 97703

TAX LOTS:
2011000002510; 201119C000100; 2011200001300
ADDRESSES:
TL 2510 - 17480 SOUTH CENTURY DRIVE
TL 100 - 17320 SOUTH CENTURY DRIVE
TL 1300 - 55811 SOUTH CENTURY DRIVE
BEND, OREGON 97707
ZONE: RR10, EFU-LA, FP, LM & WA
AREA: 276 ACRES
WATER: WELL, RESERVOIR & WATER SYSTEM
SEWER: SEWER TREATMENT PLANT
POWER: MIDSTATE ELECTRIC
PHONE/CABLE: CENTURY LINK
FIRE: LAPINE RURAL FIRE DISTRICT
IRRIGATION: 3.7 AC FROM WELL

NUMBER OF TOTAL EXISTING SITES: 335
FORT LARAMIE SITES (FL) - 28 SITES
(FL) PARK MODEL HOMES - 15
(FL) TRAILER SITES - 13
YURTS - 8
COTTAGES/CABINS - 11
FULL HOOK UP CAMP SITES - 288

- PRIVATE PARK MODELS - FORT LARAMIE
- THOUSAND TRAILS COTTAGES/CABINS PARK MODELS
- YURT
- RESORT BUILDINGS
- MISC SMALL SITES



JOB NO: 2873 - EQUITY LIFESTYLES
DATE: 12-13-2023
DRAWN BY: P.A.T.
SCALE: 1"=200'
DWG: 2873_Thousand_Trails_Existing_Authorized.dwg

THOUSAND TRAILS EXISTING CONDITIONS PER EARLIER AUTHORIZATIONS

TITLE:
FOR:
EQUITY LIFESTYLE
7310 N. 16TH ST., STE. 300
PHOENIX, AZ 85020

TYE ENGINEERING & SURVEYING, INC.
725 NW HILL STREET
BEND OREGON 97703
email: office@tyesurveying.com
www.tyesurveying.com



Sheet 1 of 3



NOTE: RIGHT OF WAY OF SOUTH CENTURY DRIVE NOT DETERMINED IN THIS SURVEY.

SEE SHEETS 2 AND 3 FOR SITE DETAILS



SCALE: 1"=100'

THOUSAND TRAILS BEND - SUNRIVER EXISTING CONDITIONS PER EARLIER AUTHORIZATION

LOCATED IN THE S 1/2 OF SECTION 19 AND IN THE
W 1/2 SW 1/4 OF SECTION 20, TOWNSHIP 20 SOUTH,
RANGE 11 EAST, W.M., DESCHUTES COUNTY, OREGON



REGISTERED PROFESSIONAL LAND SURVEYOR
[Signature]
 OREGON
 DIVISION OF LAND SURVEY
 LICENSE # 12345
 RENEWS 12/31/23

JOB NO: 2873 - EQUITY LIFESTYLE
 DATE: 12-15-2023
 DRAWN BY: P.A.T.
 SCALE:
 DRC: 2023_Thousand_Trails_Existing_Authorization

TITLE:
**THOUSAND TRAILS
 EQUITY LIFESTYLE
 EXISTING CONDITIONS PER
 EARLIER AUTHORIZATION**

FOR:
**EQUITY LIFESTYLE
 7310 N. 16TH ST., STE. 300
 PHOENIX, AZ 85020**

THE ENGINEERING & SURVEYING, INC.
 725 NW HILL STREET
 BEND, OREGON 97703
 ph: 541-338-6559
 email: info@engsurvey.com
 www.engsurvey.com

Sheet 2 of 3



SCALE: 1"=200'

THOUSAND TRAILS BEND - SUNRIVER EXISTING CONDITIONS PER EARLIER AUTHORIZATIONS

LOCATED IN THE S 1/2 OF SECTION 19 AND IN THE
W 1/2 SW 1/4 OF SECTION 20, TOWNSHIP 20 SOUTH,
RANGE 11 EAST, W.M., DESCHUTES COUNTY, OREGON

OWNER:
MHC TT INC
P.O. BOX 06115
CHICAGO, IL 60606

ATTORNEY:
KENNETH KATZAROFF
SCHWABE, WILLIAMSON & WYATT
360 SW BOND ST., STE. 500
BEND, OREGON 97702

SURVEYING:
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PHONE/CABLE: CENTURY LINK
FIRE: LAPINE RURAL FIRE DISTRICT
IRRIGATION: 3.7 AC FROM WELL

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(FL) PARK MODEL HOMES - 15
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FULL HOOK UP CAMP SITES - 288

- PRIVATE PARK MODELS - FORT LARAMIE
- THOUSAND TRAILS COTTAGES/CABINS PARK MODELS
- YURT
- RESORT BUILDINGS
- MISC SMALL SITES



JOB NO: 2873 - EQUITY LIFESTYLES
DATE: 12-13-2023
DRAWN BY: P.A.T.
SCALE: 1"=200'
DWG: 2873_Thousand_Trails_Existing_Authorized.dwg

THOUSAND TRAILS
EXISTING CONDITIONS PER
EARLIER AUTHORIZATIONS

EQUITY LIFESTYLE
7310 N. 16TH ST., STE. 300
PHOENIX, AZ 85020

TYE ENGINEERING & SURVEYING, INC.
725 NW HILL STREET
BEND, OREGON 97703
email: office@tyesurveying.com
www.tyesurveying.com



SEE SHEETS 2 AND 3
FOR SITE DETAILS

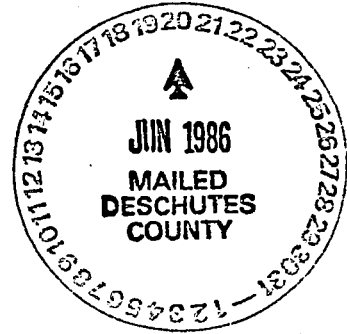


NOTE: RIGHT OF WAY OF SOUTH CENTURY DRIVE NOT DETERMINED IN THIS SURVEY.

FILE COPY

DESCHUTES COUNTY PLANNING DIVISION

STAFF REPORT



FILE NUMBER: SP-86-17

HEARING DATE: July 8, 1986

TIME: 7:00 p.m.

PLACE: Courthouse Annex, Room A

APPLICANT: Thousand Trails Resort
% Pat Harper, Representative
15325 30th Place
Bellevue, Washington 98007

PROPERTY OWNER: Thousand Trails Resort
% Pat Harper, Representative
15325 30th Place
Bellevue, Washington 98007

REQUEST: An application for a minor alteration of a site plan for the Thousand Trails campground facility on South Century Drive. The applicant is proposing to add camping spaces and a miniature golf facility.

LOCATION: The subject property is located at 17480 South Century Drive, south of Sunriver, and is further described as tax lot 2510 in Section 19 of Township 20S, Range 11E.

REVIEWER: Paul E. Blikstad

LEGAL FINDINGS:

- A. Article VII of PL-15, the Deschutes County Zoning Ordinance, establishes standards and criteria for site plan review.
- B. The Deschutes County Comprehensive Plan is implemented by PL-15, the Deschutes County Zoning Ordinance.
- C. Section 4.120 of PL-15 establishes uses and standards for the RR-10, Rural Residential zone.
- D. Section 4.210 of PL-15 establishes uses and standards for the Flood Plain zone.

BASIC FINDINGS:

- A. The subject property is zoned RR-10, Rural Residential, with a portion of the property in the Flood Plain zone of the Little Deschutes River.
- B. The Thousand Trails Resort, according to Planning Division records, received approval for a master plan for development.
- C. Three other previous applications have been filed for the Thousand Trails facility:
- 1) SP-78-68, an application for a site plan for a lodge facility and campsite improvement; this application was approved.
 - 2) V-80-17, an application for a variance to the maximum height for structures in an RR-10 zone to allow a water tower; this application was denied.
 - 3) SP-80-27, an application for a reservoir for the water system on the site; this application was approved.
- D. There is reference (in several instances) in the county files to 520 total camping spaces. The 520 spaces is also mentioned in an engineer's report for the domestic water supply system for Thousand Trails.
- E. The development at this site was originally designated or called Ft. Laramie, and the name was changed when Thousand Trails took over the facility.
- F. There are existing dwellings in the area described as Ft. Laramie West Subdivision. According to the applicant's representative, there are 13 of the lots in Ft. Laramie Subdivision with dwellings that are owned by private individuals. The remaining lots are owned by Thousand Trails and are not proposed to be used for camping purposes. There is no designation for Ft. Laramie West on the site plan, and no additional camping sites or additional dwellings will be allowed.
- G. The Thousand Trails property extends to the east side of the Little Deschutes River where, on the east side, it is zoned EFU-80, Flood Plain, and Landscape Management. The site plan does not include this eastern part of the property nor any development for it. Any proposed use of this property should need some type of land use action.

CONCLUSIONARY FINDINGS:

- A. The miniature golf course was originally shown on the 1978 site plan SP-78-68, and is determined to be a designated

part of the facility by the Planning staff. Any construction of the miniature golf course will require screening (landscaping) for the visual impact to South Century Drive.

- B. According to the applicant, the site of the chapel on SP-78-68 has been removed, with the place for religious services moved to the lodge.
- C. The "Old West" compound area includes facades that read "Saloon" and "Schoolhouse". According to the applicant, these do not exist as facilities, but are only facades. No saloon (bar) or school will be allowed as part of this site plan review.
- D. The site plan submitted by the applicant includes the wording "Temporary Trading Post" for the store that is located on the site. The word "temporary" indicates a possible relocation, which would not be allowed as part of this review or in this zone. In addition, no expansion of the existing store is allowed as a part of this review.
- E. The recreational vehicle storage area indicated on the site plan is possibly in the flood plain; the applicant will need to demonstrate that the maintenance building is not in the flood plain.
- F. According to the applicant, the gas pump was in existence when Thousand Trails purchased the property, and it now services only staff vehicles. The Planning staff recommends that it remain in this status.
- G. A development of a campsite for over 500 potential campers creates a need for an additional accessway for emergency vehicles and egress. In the event of a fire, one access point is not sufficient for maximum safety. The Planning staff recommends a requirement that an additional access roadway be made available for emergency purposes only.
- H. The total number of camping spaces allowed for this site plan review will be 520. The facility currently has 301 camping spaces, with a proposed expansion of 232 spaces. The expansion will have to be reduced by 13 spaces.
- I. In conjunction with an additional access road, a fire prevention plan for the development appears to be necessary. The Planning staff recommends that a fire protection plan be a requirement of approval for the site plan. The following items need to be addressed:
 - 1) Tree thinning and brush clearance around fire pits.
 - 2) Access for fire trucks, the types of fire equipment, and where fuel breaks should be, as determined by the

local fire authority, etc. (see natural hazards section of the County Comprehensive Plan, policies 5, 6, and 13).

- J. The applicant should be required to submit phased development time estimates. There are three proposed additions on the site plan designated "J", "L", and "M". The Planning staff recommends a phasing plan be submitted to the Planning Division.
- K. The campground facility currently has cindered and dirt roads, with a speed limit imposed for the facility. The Planning staff recommends that all roads have cindered or aggregate surfaces and that adequate dust control measures be taken.

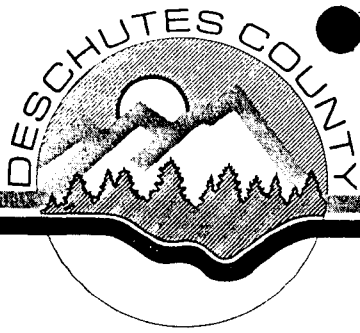
CONCLUSIONS:

The Thousand Trails facility is a legal existing use, with the proposed expansion requiring site plan review. The Planning staff believes this site plan to be in conformance with the Deschutes County Zoning Ordinance PL-15, the Deschutes County Comprehensive Plan, and the Statewide Planning Goals. Therefore, the Planning staff would recommend approval of this site plan with the following conditions of approval:

- 1. A maximum of 520 total campsites shall be allowed, including the individual lots in Ft. Laramie West Subdivision, owned by Thousand Trails.
- 2. The Thousand Trails property on the east side of the Little Deschutes River will be required to have a site plan review for any development.
- 3. The miniature golf course shall not be open to the public, but for Thousand Trails members only. The miniature golf course shall be required to have landscaping on the south, west, and east boundaries to limit its visual impact on South Century Drive. A landscape plan shall be submitted to the Planning Division, which shall require approval from the planning director.
- 4. No expansion of the "Trading Post" shall be allowed as part of this site plan review.
- 5. No saloon/bar or school shall be allowed as part of this site plan review.
- 6. The applicant shall provide adequate information demonstrating that the RV maintenance building is not in the floodplain.
- 7. The gas pump shall be used for Thousand Trails staff vehicles only.

8. An additional accessway shall be made available to South Century Drive for emergency vehicles. An access permit from the Deschutes County Public Works Department shall be required for the accessway location.
9. The applicant shall submit a fire prevention plan to the Planning Division, which will also be reviewed by the local fire authority.
10. The applicant shall submit a phased development plan to the Planning Division. The plan shall include a schedule of additions and improvements to the approved site plan.
11. The applicant shall sign and enter into a development agreement with Deschutes County to ensure that all elements of this site plan will be installed as approved. This development agreement shall be approved and recorded with the Deschutes County Clerk prior to issuance of any building permits.
12. The applicant shall meet all requirements of the Deschutes County Environmental Health Division and/or the Oregon State Department of Environmental Quality.
13. The applicant shall meet all requirements of the Deschutes County Building Safety Division and/or the State of Oregon.

PEB/scw

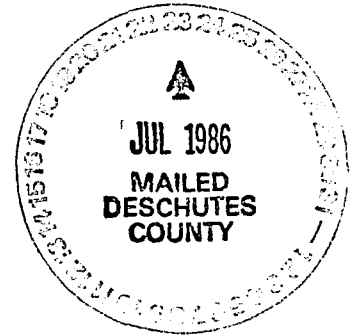


Hearings Officer/
Administrative Law Judge

Courthouse Annex / Bend, Oregon 97701 / (503) 388-6626
(503) 382-8721

Michael T. Dugan

DESCHUTES COUNTY HEARINGS OFFICER
PUBLIC HEARING, July 8, 1986
FINDINGS AND DECISIONS



File Number: SP-86-17

Applicant: Thousand Trails Resort, Inc.

Request: Application for a minor alteration of a site plan for the Thousand Trails Campground Facility on South Century Drive. The applicant is proposing to add camping spaces and a miniature golf facility.

Planning Staff Representative: Paul Blikstad

Planning Staff Recommendation: Approval

Public Hearing: A public hearing was held in Conference Room A of the Deschutes County Courthouse Annex, Bend, Oregon, on Tuesday, July 8, 1986, at 7:00 p.m.

Burden of Proof: In order to receive approval of this request, the applicant must demonstrate conformance with the applicable criteria as contained in Article VII of PL 15, the Deschutes County zoning ordinance and Section 4.120 and 4.210 of Deschutes County Zoning Ordinance No. PL 15.

FINDINGS:

- Location: The subject property is located at 17480 S. Century Drive, South of Sunriver and is further described as Tax Lot 2510 in Section 19, Township 20 S., Range 11 E.
- Zone: The subject property is zoned RR-10, Rural Residential, with a portion of the property in the flood plain zone and EFU zone of the Little Deschutes River.
- Comprehensive Plan Designation: The subject property is

designated Rural Residential in the Deschutes County Comprehensive Plan Map.

4. Site Description: There are existing dwellings in the area described as Fort Laramie West Subdivision. There are 13 of the lots in the Fort Laramie Subdivision with dwellings that are privately owned. The remaining lots are owned by Thousand Trails. The Thousand Trails property extends to the East side of the Little Deschutes River where, on the East side it is zoned EFU-80, flood plain and landscape management. The subject property is currently developed as a campground and there are currently 301 camping spaces. The original development was called Fort Laramie and the name was changed when Thousand Trails took over the facility.

5. Proposed Use: The applicants propose to increase the number of camping spaces so that there is a total of 520 spaces. There is reference in the county files to 520 total camping spaces. The 520 spaces is also mentioned in the engineer's report for domestic water supply system for Thousand Trails. The applicants additionally propose to install a miniature golf course which was originally shown on the 1978 site plan, SP-78-68, and is determined to be a designated part of the facility by the Planning staff. The applicants propose to install visual screening to lessen the visual impact of the miniature golf course towards South Century Drive.

Current Use: According to the applicant, the site of the chapel on Site Plan 78-68 has been removed with the place for the religious services being moved to the lodge. -The "Old West" compound area includes the facades that read "Saloon" and "School House". The applicant maintains that these do not exist as facilities, but are only facades. No saloon or school will be allowed as a part of this site plan review nor is any sought to be approved. The site plan submitted by the applicant includes the word "Temporary Trading Post" for the store that is located on the site. No expansion of the existing store is allowed as part of this review, nor is the applicant requesting expansion. The gas pump has been in existence since Thousand Trails purchased the property and it now only services staff vehicles. The applicant is not requesting expansion of that facility.

The development of a campsite for approximately 520 potential campers creates a need for an additional access way for emergency vehicles and egress. In the event of a fire, one access point is not sufficient for maximum safety. The applicant will be required to create additional access roadway for emergency purposes only. The total number of camping spaces allowed for this site plan will be 520. According to the applicant at the public hearing only 520 are sought. As part of the landscape plan which the applicant proposes it will be necessary for a fire protection plan and approval of the fire protection plan to be made as part of the site plan. The fire protection plan shall address tree thinning and brush clearance around fire pits,

access for fire trucks and for the type of fire equipment used by the fire department and for fuel breaks as required by the local fire authority.

The applicant has proposed to phase the development. The applicant has not submitted any phase development time estimate. As a condition of approval the applicant will be required to designate the phased J, L, and M on the site plan and submit a phasing plan to the planning division.

The campground facility currently has cindered and dirt roads with a speed limit imposed for the facility. All additional roads and all current roads will have to be cindered or aggregate surfaced to provide adequate dust control measures. The applicant has indicated that they intend to conform with this condition.

DECISION: The applicant has demonstrated conformance with the applicable zoning criteria. Based upon the above findings this application is approved with the following conditions:

1. A maximum of 520 total camp sites shall be allowed, including the individual lots in the Fort Laramie West Subdivision owned by Thousand Trails.

2. Thousand Trails property on the East side of the Little Deschutes River will be required to have a site plan review for any development.

3. The miniature golf course shall not be open to the public and shall be reserved for Thousand Trails members only. The miniature golf course shall be required to have landscaping on the southwest and east boundaries to limit its visual impact on South Century Drive and hours of operation shall be limited to concluding no later than one half hour after sunset. Any additional lighting, or expansion of the facility will require an additional site plan approval.

4. No expansion of the trading post shall be allowed as part of the site plan.

5. No saloon/bar or school shall be allowed as part of the site plan.

6. The gas pump shall be used for Thousand Trails staff vehicles only.

7. Additional access way shall be made available to the South Century Drive for emergency vehicles. An access permit from the Deschutes County Public Works Department shall be required for the access way location.

8. The applicant shall submit a fire prevention plan to the planning division which shall will also be reviewed by the local

fire authority.

9. The applicant shall submit a phase development plan to the planning division. The plan shall include a schedule of additions and improvements to the approved site plan.

10. The applicant shall sign and enter into a development agreement with Deschutes County to insure that all elements of the site plan will be installed as approved. This development agreement shall be approved and recorded with the Deschutes County Clerk prior to issuance of any building permits.

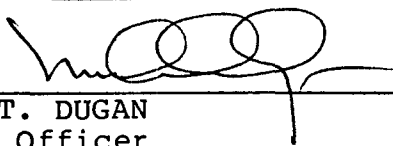
11. The applicant shall meet all requirements of the Deschutes County Environmental Health Division and of the Oregon State Department of Environmental Quality.

12. The applicant shall meet all requirements of the Deschutes County Building Safety Division and/or the State of Oregon.

13. The applicant shall cause to be cindered with cinders or aggregate surface material all roads in the development.

THIS DECISION BECOMES FINAL 15 DAYS FROM THE DATE MAILED, UNLESS APPEALED.

DATED this 22 day of July, 1986.



MICHAEL T. DUGAN
Hearings Officer

MTD/mef

cc: file
BOCC
City of Bend Planning Director
City of Redmond City Planning Director
Deschutes County Planning Director
Deschutes County Public Works Department
Richard B. Wright
Duane Clark
James Powell
Ruth Wahl
Robert Robinson
Stephen Thompson
Kenneth Johnson
Linda Gross
Thousand Trails Resort
Jack Kunkle