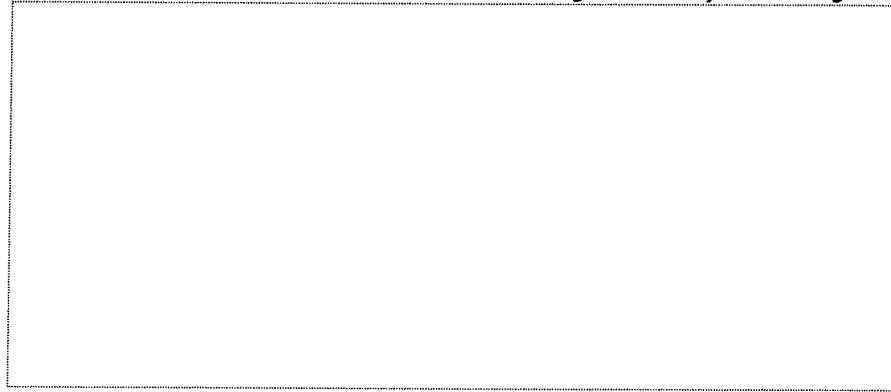


After recording, return to:  
City of Banks  
13680 NW Main Street  
Banks, OR 97106

*This Box For Washington County Recording Use Only*



## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into by and between the following parties:

CITY OF BANKS (“City”)  
Jolynn Becker, City Manager  
13680 NW Main Street  
Banks, OR 97106

WOLVERINE FINANCIAL, LLC (“Wolverine”)  
Robert Bobosky, Registered Agent  
6770 SW Canyon Dr.  
Portland, OR 97225

LONE OAK LAND & INVESTMENT COMPANY, LLC (“Lone Oak”)  
Susan Cropp, Registered Agent  
34059 NW Mountaindale Rd.  
North Plains, OR 97133

## RECITALS

**A.** Lone Oak Land and Investment Company, LLC and Wolverine Financial, LLC (collectively the “Owners”) are the owners of certain real property located in the City of Banks, Washington County Oregon consisting of approximately 30.52 acres (“Property”). The legal description for the Property is attached as Exhibit A.

**B.** The City of Banks is an Oregon municipal corporation (“City”) located in Washington County, Oregon that is exclusively responsible for land use planning and permitting on all land within its corporate boundaries pursuant to ORS Chapters 197 and 227, the City’s Comprehensive Land Use Plan, the Banks Development Code (“BDC”), and the City’s Engineering Design Standards that govern the design and construction of public improvements.

**C.** The Owners are under contract to sell the Property to a residential developer, David Weekley Homes (“Weekley”), whose preliminary plans show approximately 19.5 acres (of the total 30.5 acre Property) proposed for residential development, and approximately 11 acres for commercial/industrial use. A copy of Weekley’s preliminary/conceptual plans is attached as Exhibit B and incorporated herein by this reference.

D. Weekley further plans to rezone an additional 3 acres of the Property from commercial/industrial use to a residential zone, which would bring the total area of the Property under residential zoning to approximately 19.5 acres, on which Weekley proposes a maximum of 160 residential units.

E. The City owns and operates a municipal water system, consisting of a source, treatment, storage and distribution facilities, that is permitted under the laws of Oregon and is the exclusive source of water for all properties and development within the City of Banks. The demand for water in recent years during the dry season has exceeded the capacity of the City's municipal water system, which has led to water supply shortages, the imposition of conservation measures, and the curtailment of new development that increases the demand for water from the City's system.

F. At the time of execution of this Agreement, the City has in place BDC 152.003(D) (Adequate Utilities) and Resolution 2022-03, as amended, which the City believes collectively require all developers to provide a water source sufficient to serve the water demand estimated for their proposed developments. Nothing herein withstanding, the Owners do not concede the validity of the above obligations as a legal matter, but wish to enter into this Agreement in order to move forward with development of their property.

G. Owners and the Dairy Creek Mitigation Bank ("DCMB, LLC") control two certificated surface water rights for Dairy Creek: Water Right Certificates 43613 and 68254. Tualatin Valley Irrigation District also may have certain supplemental water rights, which Owners may seek to cancel through a purchase of the same. Owners and DCMB, LLC, will convey and the City will accept dedication of both Water Right Certificates, plus a 1-acre parcel and 15-foot water pipeline easement for a future water filtration plant. Conveyance of the 1-acre parcel and 15-foot pipeline easement are sufficient to satisfy Owners' obligations under BDC 152.003(D) and Resolution 2022-03.

H. This Development Agreement is intended to establish the obligations and benefits that accrue to both Parties with respect to the water and property rights transfer contemplated herein; identify the land use, development and other applications that Owners, or Weekley or any other builder acting as the Owners' agent, must file to effectuate the development plans, to identify the City's regulations that will control development of the Property and any additional commitments and conditions that are necessary to meet City requirements in a legally enforceable contract.

**NOW THEREFORE**, based on the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants provided for in this Agreement, and for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**Section 1.** Not a Statutory Development Agreement. The Parties recognize and agree that this Agreement is not, and shall not be construed to be, a statutory development agreement under ORS 94.504 to 94.528, is not intended to implement and shall not be subject to the requirements of ORS 94.504 to 94.528.

**Section 2.** Not a Land Use Decision, appeal by Writ of Review only. The Parties understand and agree that the City's approval of this Agreement does not constitute a land use decision and is not a land use decision under state law, but instead contemplates a series of land use applications that the Owners or their successors will submit for decision by the City. Consideration and approval of this Agreement by the City requires a public hearing, and when

signed, this Agreement constitutes the City's final decision with regard to the matters addressed herein, unless this Agreement is later amended pursuant to Section 4, below. This Agreement, when signed, may be appealed by any party with standing to Circuit Court through a Writ of Review process under ORS 34.010 to 34.102.

**Section 3.** Effective Date and Term. This Agreement shall be effective upon full execution and signature of the authorized representatives of all Parties ("Effective Date"). This Agreement shall be, and remain, in force for a period of 20 years from the Effective Date, after which it shall expire automatically and become null and void (the "Termination Date"), except that any entitlements (land use permits and approvals, land divisions, building permits, easements, dedications, conveyance of the 1-acre parcel, pipeline easement and surface water rights, and the like) granted by the City, Washington County, Clean Water Services, or the Owners shall remain valid and continue to impose on-going obligations and benefits on the holder of those entitlements in perpetuity.

**Section 4.** Amendment and Modification. This Agreement may be amended or modified prior to the termination date, including an extension of the termination date, only upon the mutual written agreement of both parties. The Mayor is authorized to execute this Agreement and any amendments on behalf of the City and to approve minor modifications to this Agreement or the exhibits attached hereto without necessity of further public hearings.

**Section 5.** Applicable Development Standards. This Agreement and all development specifically described herein shall be subject to the City's development standards in the BDC that are in effect on the Effective Date, except as specifically modified by this Agreement. Alternatively, the Owners may elect to proceed with and be bound by the City's development standards that are in effect on the date Owners submit a development application as provided in ORS 227.178(3).

**Section 6.** Building Permits and Building Construction Standards. All building construction on the Property shall be subject to the applicable provisions of the International Building Code and other applicable structural specialty codes (including electrical, plumbing, fire, earthquake, etc.) in effect on the date a complete application for a particular construction or building permit is submitted by the Owners or Weekley. Nothing in this Agreement shall vest any development described herein with regard to building code or construction requirements.

**Section 7.** Owners' Obligations: Owners or their agent(s) are responsible for performing or otherwise completing the following. In this regard, Weekley and/or any other builder will be operating as the Owner's agent with respect to obligations for applying for certain land use actions.

- a. Preparation of Development Plans and Applications. Weekley has prepared conceptual development plans on behalf of the Owners for the Property that are attached to this Agreement as Exhibit B. For each application described in this Section, the Owners or their agent(s) shall prepare and submit appropriate applications to the City under the then-applicable city procedures, including the execution of an Agreement to Reimburse the City for the cost of its staff and consultants needed to review and process each application. The Owners shall engage a suitably qualified land use planning consultant or design professional to prepare development plans and submit complete applications to the City for the discretionary approvals described in Subsections 7b – 7e and obtain approval for each.
- b. Comprehensive Plan Map Amendment and Zone Change Application(s). The Owners'

development plans for the Property illustrated in Exhibit B allocate the Property into the following three primary areas:

- Residential: ~19.32 acres for residential development of a maximum of 160 units (“Residential Area”),
- Commercial/Industrial: ~9.96 acres for future industrial/commercial development (“Commercial/Industrial Area”),
- 1-acre Parcel: a 1-acre parcel on NW Cedar Canyon Road near the intersection with NW Main Street for conveyance to the City for municipal use (“1-acre Parcel”).

The Owners shall submit a comprehensive plan amendment and zone change application within 6 months of the Effective Date that proposes to replan and rezone the Property into these three Primary Areas at the above-stated sizes, which application(s) Owners shall make complete within 180 days of submittal. This may include the conversion of 3 acres that are currently zoned and planned for industrial/ commercial use to a suitable residential zone and plan designation as shown on Exhibit B to create the final configuration of the Residential and Industrial/Commercial Areas. The Owners shall be responsible for seeking and obtaining a plan amendment/zone change of the 1-acre Parcel from residential to industrial, and if they fail to do so, the City may seek those approvals. If the City does so, it will also request approvals for the plan/zone change of 3 acres that are currently zoned and planned for industrial/ commercial use to a suitable residential zone and plan designation, as contemplated above, unless such zoning change has already been requested or completed. The plan designations and zones recognized in the BDC on the Effective Date of this Agreement shall be available for use by the Owners in their plan amendment and zone change application. The Owners shall be subject to the City’s application requirements and public decision making procedures that are in effect on the date(s) they submit any of these applications. If the Owners fail to submit within 6 months and then make complete a plan amendment and zone change application within 180 days as described in this subsection, this Agreement shall immediately terminate and become null and void, unless amended pursuant to Section 4 by mutual written agreement of all parties.

- c. Partition(s) to Create the Three Primary Areas. As part of the plan amendment and zone change application described in Section 7b, Owners shall, within 6 months of the Effective Date, also submit one or more land division applications to divide the Property into and create the three Primary Areas to facilitate conveyance and development of each area, which application(s) Owners shall make complete within 180 days of submittal. The lot sizes and other dimensional and development standards that control the partition(s) shall be those in effect on the Effective Date of this Agreement. If the Owners fail to submit and make complete a partition application within 6 months or make complete within 180 days as described in this subsection, this Agreement shall immediately terminate and become null and void, unless amended pursuant to Section 4 by mutual written agreement of all parties.
- d. Development Applications for the Residential Area. Within 12 months of the Effective Date, the Owners shall submit one or more residential development applications to the City for the development of the Residential Area, consisting of ~19.32 acres and a maximum of 160 residential units plus all public facilities and infrastructure, open space and recreational facilities required by the BDC, and this Agreement as needed to serve these units, which application(s) Owners or Weekly shall make complete within 180 days

of submittal. The development applications for the Residential area could take the form of one or more subdivision(s), master plan or other applications, and shall be subject to the City's application, decision making and other procedures that are in effect on the date all such application(s) is/are submitted. The public facilities and improvements, lot sizes and other dimensional and development and design standards that control the development application(s) for the Residential Area shall be those standards that are in effect on the Effective Date of this Agreement. If the Owners fail to submit and make complete a development application for the Residential Area within 180 days as described in this subsection, this Agreement shall immediately terminate and become null and void, unless amended pursuant to Section 4 by mutual written agreement of all parties. The Owners or Weekley may propose the development of the Residential Area in phases (up to a maximum of 3 phases), with the first phase being at the north end of the Property, along NW Cedar Canyon Road, and progressing sequentially southward. The Owners or Weekley shall have a maximum of 10 years from the date of preliminary plat approval to record all final plats in this development.

- e. Parks and Recreational Facilities. As part of the Residential Area development, Owners propose certain park areas and a multi-use recreational trail that will connect with a larger City-wide trail system. In the design and construction of these facilities as part of the development of the Residential Area, the Owners shall provide (design and construct) a neighborhood park and multi-use recreational trail consistent with the City's adopted Guidelines for Park and Trail Acquisition, Design, and Development as those Guidelines exist on the Effective Date of this Agreement.
- f. Other Discretionary Actions. Nothing in this Agreement shall be construed to limit the ability of the Owners to seek and the City to accept, process and possibly approve development applications for the Property that are not specifically provided for or described in this Agreement, including discretionary permits, partitions, subdivisions, site plans, Master Plan developments, or building permits. All such applications shall be processed in accordance with and subject to the substantive development standards that are in effect on the date those applications are submitted, except as otherwise provided herein.
- g. Owners to Reimburse City for Its Costs to Review. The Owners acknowledge and agree to pay the City's actual reasonable administrative, professional, personnel, and material costs for City staff and contract consultants to review the Owner's applications and other submissions related to the development of the Property, including the cost of public notices and the actual professional service costs incurred by the City for its contract consultants (e.g., City Planner, City Engineer, City Hydrogeologist, City Transportation Engineer, and City Attorney). Some of this City review and these reimbursable costs may occur before Owners submit an application. The Owners further understand and acknowledge that full payment of the amounts due the City pursuant to this subsection shall be and is a prerequisite to the City's actual issuance or approval of any permits or land use decisions.
- h. Conveyance of Water pipeline easement. Owners shall dedicate to the City a 15-foot wide easement for a water pipeline over, through and under its property connecting the 1-acre Parcel to the most efficient diversion point along Dairy Creek, within the Owner-controlled property, so that water appropriated pursuant to Surface Water Right Certificates 43613 and 68254 can be piped to the City's future filtration plant site that will eventually be constructed on the 1-acre Parcel. The easement shall be shown on the face of the final subdivision plat for the Phase that includes this area. Conveyance

hereunder shall be a condition of preliminary plat approval for the subdivision/development of the Residential Area, which shall be fulfilled with recordation of the final subdivision plat for the first Phase of the Residential Area.

- i. Conveyance of Dairy Creek Surface Water Rights to the City. Owners and DCMB, LLC shall execute all documents necessary to convey, and shall convey, all right and title in Water Right Certificate 68254 and 43613 solely into the name of the City of Banks prior to recordation of the final subdivision plat for the first Phase of the Residential Area. There shall be no co-owners, co-lessees or any other entity but the City on title to these water rights. Conveyance hereunder shall be a condition of preliminary plat approval for the subdivision/development of the Residential Area.
- j. Conveyance of the 1-acre Parcel to the City. Prior to recordation of the final subdivision plat for the first Phase of the Residential Area, the Owner shall convey to the City fee simple title to the 1-acre Parcel located on NW Cedar Canyon Road near the intersection with NW Main Street by statutory warranty deed.
- k. Future development of the Commercial/Industrial Area. Owners may develop the Commercial/Industrial Area or may convey this Area to a third-party developer. In either case, the development and public improvement standards and applicable SDC rates for the development of the Commercial/Industrial Area shall be those in effect on the date development applications for the Commercial/Industrial Area is/are submitted.
- l. Owners obligations are Contingent. Owners obligations stated hereinabove are contingent on Weekley, or some other builder operating as Owners' agent obtaining land use approvals from the City that are consistent with Exhibit B and Subsection 7d. Owners shall be under no obligation to transfer the property and/or water rights described in Subsections 7h, 7i and 7j unless Owner, Weekly or some other builder seeks to record one or more final plats, as described above, within the time limit set forth in Subsection 7d.

**Section 8.** The City's Obligations. The City shall perform or be responsible for the following:

- a. Accept and process land divisions and development applications. The City shall accept and process in the normal course all plan amendment, zone change, land division and development applications submitted by Owners or their agent(s) in conformance with the requirements of this Agreement and applicable provisions of the BDC and Engineering Design Standards. Where there is any conflict between the City's development regulations contained in the BDC or Comprehensive Plan, on the one hand, and this Agreement on the other, the terms and requirements of this Agreement shall control.
- b. Accept conveyance of the 1-acre Parcel. The City shall accept Owners' conveyance of the 1-acre Parcel described in Subsection 7j as partial fulfillment of Owners' obligations under BDC 152.003(D) and Resolution 2022-03. The City anticipates that it will eventually develop the 1-acre Parcel with a municipal water filtration plant and related improvements associated with the City's water system. Until such time as that eventual use is realized, the City will use the 1-acre Parcel for general municipal purposes. The City shall also be responsible for paying its proportionate share of the cost of street frontage improvements for the 1-acre Parcel associated with any of the City's development permits for this land. In that regard, the Owner shall cooperate and coordinate with the City in the design and construction of street frontage improvements for the 1-acre Parcel by allowing access to and use of the Owner's design professionals,

engineers and contractors for these improvements in conjunction with the design and construction of right-of-way improvements in the Residential Area generally. The City shall reimburse Owners for the City's proportionate share of these costs associated with the 1-acre Parcel within 30 days after the frontage improvements are constructed, complete and accepted by the City. Following conveyance of the 1-acre Parcel, the City will coordinate, cooperate and work with Owners and the developer of the Residential Area Phase 1 to ensure that any use to which the City puts the 1-acre Parcel compliments and does not detract from the Owners' or a builder's Phase 1 lot sale efforts, including the installation of attractive landscaping and fencing.

- c. Accept conveyance of Dairy Creek Surface Water Rights to the City. The City shall accept Owners' conveyance of Water Right Certificates 43613 & 68254 described in Subsection 7i as partial fulfillment of Owners' obligations under BDC 152.003(D) and Resolution 2022-03. The status of these surface water rights is currently as in-stream lease rights in Dairy Creek, renewable in 5-year periods. The City will be responsible for processing the transfer of ownership for these surface water rights from Owners to the City for future municipal use through the Oregon Department of Water Resources. In the event the Owner is unable to obtain the transfer of clear title to these water rights into the name of the City of Banks, after diligent attempts to do so through the Oregon Department of Water Resources' procedures, Subsection 8f provides a mechanism by which compensation by the City to the Owners shall be adjusted to reflect the fact that the water rights are not transferred. After title to the Surface Water Rights transfers to the name of the City, the City shall, at a time of its choosing, convert these in-stream lease rights to a beneficial municipal purpose and assume all risk of that process.
- d. Accept conveyance of the pipeline easement. The City shall accept Owners' conveyance of the 15-foot water pipeline easement connecting Dairy Creek to the 1-acre Parcel described in Subsection 7h as partial fulfillment of Owners' obligations under BDC 152.003(D) and Resolution 2022-03.
- e. Compensation to Owners for value of water resources over-capacity. Collectively, Owners' conveyance of the 1-acre Parcel, Water Right Certificates 43613 & 68254, and the 15-foot water pipeline easement to the City will more than fully satisfy Owners' obligations under BDC 152.003(D) and Resolution 2022-03. The City recognizes that Owners' conveyance of the 15-foot pipeline easement, Water Right Certificates 43613 & 68254, and 1-acre Parcel (Subsections 7h, 7i & 7j) to the City will collectively provide additional capacity to the City's municipal water system that exceeds the new/additional capacity needed to serve the demand created by development of the Residential Area ("Over-capacity Increment"). As compensation to the Owners for the value of the Over-capacity Increment, the City will grant full (100%) credit for all water System Development Charges (SDCs) otherwise due for every residential unit it permits on the Property up to a maximum of 160 units at a fixed SDC credit rate of \$4,999 per unit, but only if the Owners have first completed the conveyances to the City described in Subsections 7h, 7i and 7j. The City will cooperate with Owners to facilitate this compensation owing to the fact that Weekley or some other builder will be obtaining building permits and paying SDCs; whereas, the Owners will have provided and conveyed SDC credit-eligible water resources. To facilitate compensation to the Owners, for example, the City may collect the water SDC from each home builder at the time of building permit issuance for each dwelling permitted and then remit \$4,999 per unit in water SDC credit to Owners on a quarterly basis for the duration of this Agreement. Any residential building permits issued and SDC collected after expiration of this Agreement or prior to Owners' fulfillment of Section 7h, 7i or 7j obligations shall

not be eligible for any SDC credit, and the City will simply collect those SDCs from the builder(s) and retain them.

- f. Water Rights Title. Notwithstanding the compensation provisions in Subsection 8e, if Owners are unable to transfer clear title to the Dairy Creek Surface Water Rights into the name of the City of Banks, after diligently attempting to do so, the water SDC credit provisions of Subsection 8e shall be null and void. In that event, the City will reconvey the Dairy Creek Surface Water Rights to the Owners, and the Parties agree that the Owners' conveyance of the 15-foot pipeline easement and 1-acre Parcel to the City satisfies the Owners' obligations under BDC 152.003(D) and Resolution 2022-03, with no over-capacity. Also in that event, the City shall extend no water SDC credit to the home builders or Owners, and all building permit applicants shall pay to the City a water SDC of \$4,999 per unit at the time of building permit issuance, which the City shall deposit into its water utility account.
- g. Future development of the Commercial/Industrial Area. The City shall accept and process in the normal course any future application for development of the Commercial/Industrial Area when it is submitted under the then-applicable development standards, water system capacity, SDC rates and public facility design standards, given the particular industrial development that is proposed at the time. The City will apply its then-current street connectivity and "to-and-through" policies to any such development proposal in light of state and federal Takings jurisprudence in the context of the particular development proposed and reasonably feasible cross connections, except that neither the Owner nor a successor in interest shall be required to construct an extension of Wilkes Street between the western extent of the new park north of Wilkes Street and Sunset Park as part of a future development of the Commercial/Industrial Area unless needed to provide adequate access for the user of that area.
- h. Residential Water Connections. The City shall make available to all phases of development of the Property, collectively, connections to the City's water system for all residential units, up to a maximum of 160 units, which connections shall be made available for each dwelling not later than the issuance of building permit(s) for that dwelling.

**Section 9.** Other Development Issues. The following are related to the development of the Property:

- a. System Development Charges and other development fees. The developments contemplated by the Parties under this Agreement are subject to the following fees, charges and taxes. The amounts stated are those in existence on the Effective Date of this Agreement:
  - City of Banks Water SDC - \$4,999 per single-family dwelling
  - City of Banks Transportation SDC - \$7,922 per single-family dwelling
  - City of Banks Park SDC - \$2,535 per single-family dwelling
  - City of Banks water connection charge - \$2,300 per ¾" meter connection
  - Washington County TDT - \$9,623 per single-family dwelling
  - Banks School District Construction Excise Tax - \$1.07 per sf of heated space

These charges, fees and taxes are generally imposed and payable at the time of

building permit issuance or connection to a particular City system. The City's SDCs (water, transportation and parks) shall be and remain fixed at the above-stated amounts for the term of this Agreement. All other taxes, fees and charges are either imposed by other (non-city) governmental entities or reflect the City's actual cost of service/ connection and may change (increase) over time. Except for the City's SDCs (water, transportation and parks), which are fixed at these rates, all of the other taxes, fees and charges shall be charged and payable at their future rate(s) applicable at the time permits are issued.

- b. SDC Credits. The City shall, within six months of the effective date of this Agreement, amend its parks and transportation Capital Improvement Plans to include a recreational trail in the approximate location depicted on Exhibit B to connect with other trails within and outside of the City so that such a trail may be eligible for park and/or transportation SDC credit under ORS 223.304(4) & (5). The City shall evaluate the SDC credit eligibility for any such recreational trail at the time development applications are submitted and building permits are issued based upon the cost and capacity documentation provided by the Owners and/or their agent(s). Any improvements not anticipated by this Agreement as qualifying for SDC credit may nonetheless be eligible so long as the Owners justify those improvements for SDC credit under applicable City Code and state law requirements.
- c. Applicable development standards. The Owner's development of the Residential Area shall be governed by the City's development and public facility design standards and SDC rates in effect on the Effective Date of this Agreement, and no subsequent amendments or revisions to the City's development and public facility design standards or SDC rates shall apply to the Residential Area. Subsequent amendments to the City's land use application and procedural requirements, however, shall apply to all applications filed by the Owners related to the Property.
- d. Amendment of the City's Capital Improvement Plans. The City shall, within six months of the effective date of this Agreement, amend its Park System, Water System and Transportation System Capital Improvement Plans ("CIPs") to reflect several infrastructure elements that Owners may incorporate into the design of their development of the Property. In particular, the City will include in its Park System CIP a city-wide recreational, multi-use pathway circulating throughout the City and passing north-south through the Property, connecting to Cedar Canyon Road near the Banks to Vernonia Recreational Trail, as shown on Exhibit B. The City will include in its Water System CIP a ~1-acre parcel planned for the location of a future water filtration plant to facilitate the use of Dairy Creek and other surface water rights. The City will include in its Transportation System CIP right-of-way segments connecting development within the Property to Main Street and Cedar Canyon Road, as shown on Exhibit B. These amendments will encourage the Owners to incorporate these design elements into the Property's development and encourage over-sizing of these elements that would be eligible for SDC and/or Washington County transportation development tax credits.

**Section 10.** Dispute Resolution and Remedies. Should a disagreement arise between the City and the Owners regarding interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If this does not result in resolution the parties agree to employ a mutually agreeable mediator to resolve the disagreement. Both sides shall bear their own costs incurred in mediation and shall share the cost of the mediator. If mediation proves unsuccessful, the disagreement may be resolved by arbitration or judicial action filed in Circuit Court for Washington County, Oregon or federal

District Court for the District of Oregon. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oregon. 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.

**Section 11.** No Waiver. Failure of any party at any time to require performance by the other party of any of the provisions or requirements of this Agreement shall in no way affect the parties' rights hereunder to enforce any and all rights and obligations set forth in this Agreement, nor shall any failure by a party to declare a default or breach of this Agreement by another party be deemed a waiver of any default or breach or a waiver of this non-waiver clause.

**Section 12.** No third party beneficiaries. This Agreement is strictly and solely between the parties signed below, and it shall not create any obligation on the part of either party to perform or pay anything to or on behalf of anyone not a party to this Agreement. This Agreement does not create any rights in favor of or for any person or entity that is not a party to this Agreement.

**Section 13.** Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity and enforceability of the remaining provisions shall not be affected thereby.

**Section 14.** Inconsistencies. If any provisions of the Banks Development Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall control to the extent the issue is addressed in this Agreement. Where this Agreement is silent on a particular matter, the then-current Banks Development Code shall control.

**Section 15.** Binding on Successors and Recording with Title to the Land. This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties to this Agreement and to their respective heirs, successors, assigns and agents. This Agreement shall be recorded in the Washington County real property records and encumber the Property. The Owners may sell or otherwise lawfully dispose of their interests in all or any portion of the Property to another person, corporation, partnership or other entity, who shall be bound by the burdens, benefits, requirements and all terms of this Agreement.

**Section 16.** Incorporation of Recitals. Each of the recitals set forth above are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

**Section 17.** Entire Agreement. This Agreement, including Exhibits A and B, referenced herein and the recitals, constitute the entire agreement between the parties with regard to the matter addressed herein. No terms or representations not set forth in this Agreement or the referenced exhibits shall be considered a part of, or enforceable under, this Agreement.

**Section 18.** Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City: The City of Banks  
Attn: Jolynn Becker, City Manager  
13680 NW Main Street  
Banks, OR 97106

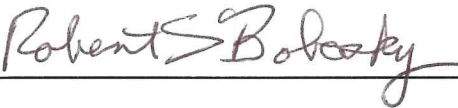
Owners: WOLVERINE FINANCIAL, LLC  
Attn: Robert Bobosky  
6770 SW Canyon Dr.  
Portland, OR 97225

LONE OAK LAND & INVESTMENT COMPANY, LLC  
Attn: Susan Cropp  
34059 NW Mountaindale Rd.  
North Plains, OR 97133

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.

**IT IS SO AGREED**, as indicated by the below-signed authorized representatives of the parties hereto.


**Wolverine Financial LLC:**

  
\_\_\_\_\_

Robert S. Bobosky  
print name & title *Manager*

Date: 10/3/23

**Lone Oak Land & Investment Company LLC:**

  
\_\_\_\_\_

*Susan Cropp*  
print name & title

Date: 10/3/23

**For The City of Banks:**

  
\_\_\_\_\_

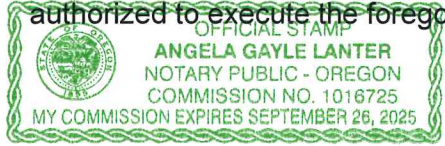
Stephanie Jones, Mayor  
print name & title

Date: 10/3/23

////

STATE OF OREGON )  
 ) ss.  
County of Washington )

This instrument was personally acknowledged before me on the 3<sup>rd</sup> day of October 2023, 2023 by Stephanie Jones, the Mayor of the City of Banks, who swore or affirmed that she is authorized to execute the foregoing Agreement on behalf of the City of Banks.



Angela W Lanter  
Notary Public for Oregon,  
My Commission Expires September 26, 2025

STATE OF OREGON )  
 ) ss.  
County of Washington )

This instrument was personally acknowledged before me on the 3<sup>rd</sup> day of October, 2023 by Isabel P. Pinsky, who swore or affirmed that she/he is authorized to execute the foregoing Agreement on behalf of Wolverine Financial, LLC.



Angela W Lanter  
Notary Public for Oregon,  
My Commission Expires September 26, 2025

STATE OF OREGON )  
 ) ss.  
County of Washington )

This instrument was personally acknowledged before me on the 3<sup>rd</sup> day of October, 2023 by Marty Crapp, who swore or affirmed that she/he is authorized to execute the foregoing Agreement on behalf of Lone Oak Land & Investment Company, LLC.



Angela W Lanter  
Notary Public for Oregon,  
My Commission Expires September 26, 2025



## EXHIBIT A

August 23, 2023

### LEGAL DESCRIPTION

Job No. 130-004

A parcel of land as described in Document No. 2011-049904 and Exhibit A of Document No. 2017-002188, Washington County Deed Records, in the Northeast Quarter and Southeast Quarter of Section 36, Township 2 North, Range 4 West, City of Banks, Washington County, State of Oregon, more particularly described as follows:

BEGINNING at the Southwest corner of Lot 8, Block 10, plat of "First Addition to Banks", Washington County Plat Records;

thence along the South line of the Northeast Quarter of Section 36, South 89°44' 57" West, a distance of 1134.42 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 36;

thence along the East line of said Northwest Quarter of the Southeast Quarter, South 00°04' 10" East, a distance of 970.16 feet;

thence leaving said East line, South 89°55' 50" West, a distance of 60.00 feet to a point on a line being parallel with and 60.00 feet westerly from said East line;

thence along said parallel line, North 00°04' 10" West, a distance of 1029.97 feet to a point on a line being parallel with and 60.00 feet northerly from said South line of the Northeast Quarter of Section 36;

thence along said parallel line, North 89°44' 57" East, a distance of 286.79 feet to a point on a flood plain line;

thence along said flood plain line for the following courses:

North 00°56' 17" East, a distance of 84.82 feet,

North 06°10' 17" West, a distance of 73.27 feet,

North 00°43' 16" East, a distance of 34.50 feet,

North 05°50' 20" East, a distance of 34.13 feet,

North 17°00' 03" East, a distance of 51.71 feet,

North 08°17' 18" East, a distance of 17.00 feet,

North 26°11' 12" East, a distance of 10.75 feet,

North 42°04' 51" East, a distance of 21.60 feet,  
North 27°25' 49" East, a distance of 33.60 feet,  
North 57°41' 40" East, a distance of 96.82 feet,  
North 66°55' 58" East, a distance of 50.90 feet,  
North 74°43' 59" East, a distance of 86.22 feet,  
North 73°16' 00" East, a distance of 90.30 feet,  
North 61°39' 19" East, a distance of 71.55 feet,  
North 64°55' 13" East, a distance of 79.71 feet,  
North 31°48' 31" East, a distance of 124.09 feet,  
North 51°20' 25" West, a distance of 157.34 feet,  
North 43°12' 55" West, a distance of 52.09 feet,  
North 29°04' 32" West, a distance of 76.00 feet,  
North 05°57' 27" West, a distance of 74.52 feet,  
North 13°56' 17" East, a distance of 143.90 feet,  
North 16°03' 21" East, a distance of 113.96 feet,  
North 09°56' 33" East, a distance of 137.01 feet,  
North 30°35' 44" East, a distance of 88.76 feet,  
North 54°12' 05" East, a distance of 102.65 feet,  
South 79°31' 18" East, a distance of 32.26 feet,  
South 88°40' 13" East, a distance of 44.37 feet,  
South 78°43' 51" East, a distance of 39.33 feet,  
North 64°03' 46" East, a distance of 32.68 feet,  
North 00°00' 00" East, a distance of 394.86 feet,  
North 39°16' 00" West, a distance of 88.34 feet,  
North 35°08' 14" West, a distance of 45.92 feet,

North 33° 40' 34" West, a distance of 33.78 feet,

North 15° 42' 06" West, a distance of 54.81 feet,

North 06° 23' 01" West, a distance of 45.41 feet,

North 00° 32' 07" East, a distance of 74.28 feet,

North 01° 11' 40" West, a distance of 49.19 feet,

North 06° 34' 51" East, a distance of 57.41 feet,

North 01° 41' 04" East, a distance of 41.08 feet,

North 16° 22' 15" East, a distance of 53.53 feet,

North 01° 22' 44" West, a distance of 57.44 feet;

thence leaving said floodplain line, North 51° 59' 39" East, a distance of 78.18 feet;

thence North 23° 00' 40" East, a distance of 153.85 feet to a point on the southerly Right-of-Way line of NW Cedar Canyon Road;

thence along said southerly Right-of-Way line, South 89° 20' 17" East, a distance of 208.06 feet to an angle point;

thence continuing along said southerly Right-of-Way line, South 00° 00' 00" West, a distance of 5.00 feet to the Northwest corner Lot 1, Block 9, said plat of "First Addition to Banks";

thence along the westerly line of said plat, South 00° 00' 00" West, a distance of 797.30 feet to the Southwest corner of Lot 5, Block 9, said plat;

thence along the northerly line of Lot 6, Block 9, said plat, North 89° 22' 00" West, a distance of 30.00 feet to the Northwest corner of said Lot 6;

thence along said westerly plat line, South 00° 00' 00" East, a distance of 1250.18 feet to the Northwest corner of said land described in Document No. 2011-049904;

thence along the northerly line of said land, South 90° 00' 00" East, a distance of 154.50 feet to the Northeast corner of said land;

thence along the westerly Right-of-Way line of NW Main Street, South 00° 00' 00" East, a distance of 60.00 feet to the Southeast corner of said land;

thence along the southerly line of said land, North 90° 00' 00" West, a distance of 154.50 feet to the Southwest corner of said land;

thence along said westerly plat line, South 00°00' 00" East, a distance of 526.92 feet to the POINT OF BEGINNING.

Containing 30.29 acres, more or less.

Basis of bearings being the westerly line of the Northeast Quarter of said Section 36, per Survey No. 30,865, Washington County Survey Records.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

DocuSigned by:

*Travis Jansen*

33055FFA078841B...  
OREGON  
JULY 9, 2002  
TRAVIS C. JANSEN  
57751

RENEWS: 6/30/2025

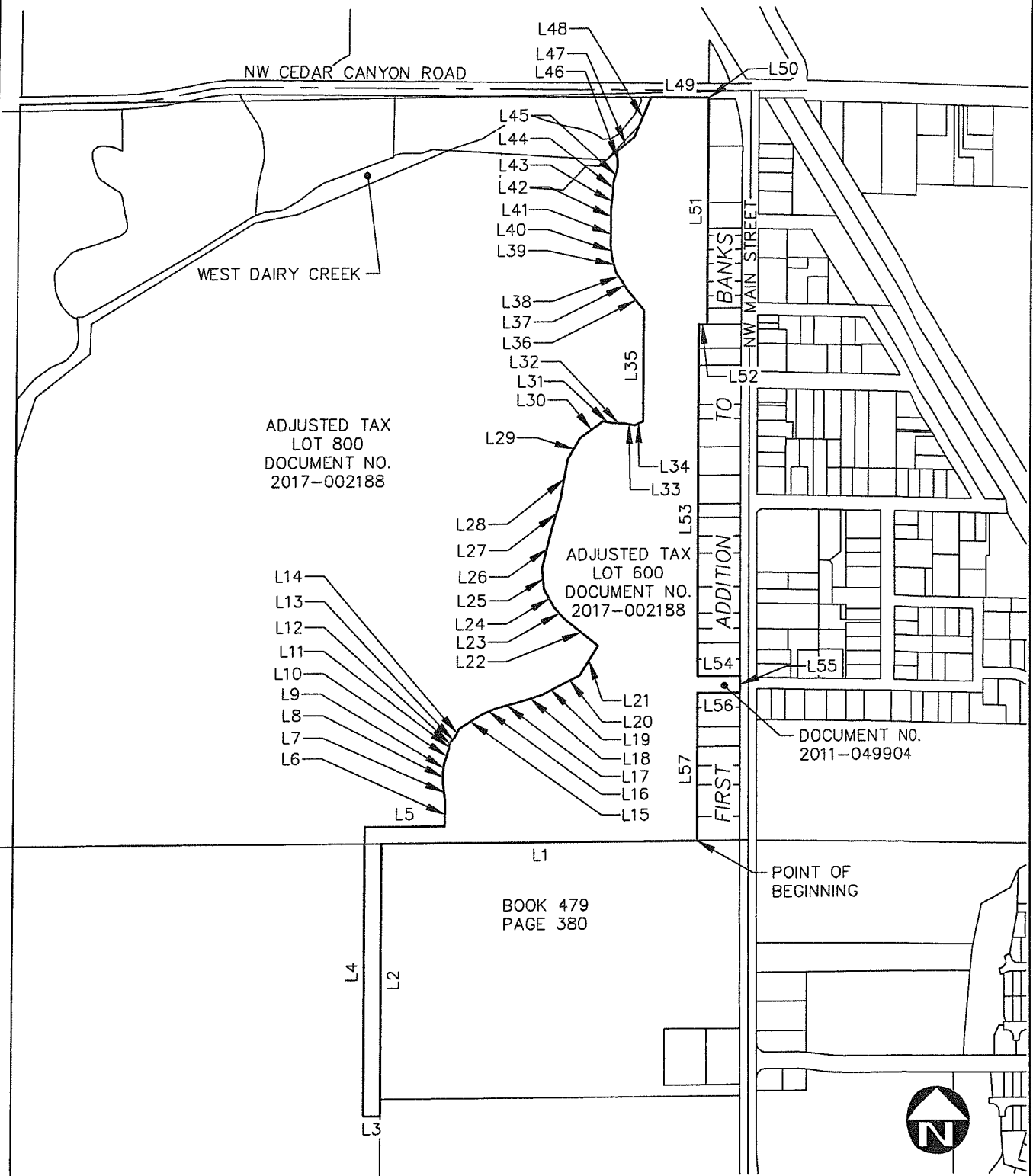


EXHIBIT A

N:\proj\130-004\09 Drawings\06 Survey\Legals\130004.legal.Boundary.dwg - SHEET: Legal Desc Aug. 23, 23 - 10:52 AM fatemah

DRAWN BY: FAM DATE: 08/23/23  
 REVIEWED BY: TCJ DATE: 08/23/23  
 PROJECT NO.: 130-004  
 SCALE: 1"=500'  
 PAGE 5 OF 6



**PACIFIC COMMUNITY DESIGN**

12564 SW Main St  
 Tigard, OR 97223  
 [T] 503-941-9484  
 [F] 503-941-9485

N:\proj\130-004\09 Drawings\06 Survey\Legals\130004\legal\Boundary.dwg - SHEET: Legal Desc (2) Aug. 23, 23 - 10:52 AM fclernch

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°44'57"W	1134.42'
L2	S00°04'10"E	970.16'
L3	S89°55'50"W	60.00'
L4	N00°04'10"W	1029.97'
L5	N89°44'57"E	286.79'
L6	N00°56'17"E	84.82'
L7	N06°10'17"W	73.27'
L8	N00°43'16"E	34.50'
L9	N05°50'20"E	34.13'
L10	N17°00'03"E	51.71'
L11	N08°17'18"E	17.00'
L12	N26°11'12"E	10.75'
L13	N42°04'51"E	21.60'
L14	N27°25'49"E	33.60'
L15	N57°41'40"E	96.82'
L16	N66°55'58"E	50.90'
L17	N74°43'59"E	86.22'
L18	N73°16'00"E	90.30'
L19	N61°39'19"E	71.55'
L20	N64°55'13"E	79.71'
L21	N31°48'31"E	124.09'
L22	N51°20'25"W	157.34'
L23	N43°12'55"W	52.09'
L24	N29°04'32"W	76.00'
L25	N05°57'27"W	74.52'
L26	N13°56'17"E	143.90'
L27	N16°03'21"E	113.96'
L28	N09°56'33"E	137.01'
L29	N30°35'44"E	88.76'

LINE TABLE		
LINE	BEARING	LENGTH
L30	N54°12'05"E	102.65'
L31	S79°31'18"E	32.26'
L32	S88°40'13"E	44.37'
L33	S78°43'51"E	39.33'
L34	N64°03'46"E	32.68'
L35	N00°00'00"E	394.86'
L36	N39°16'00"W	88.34'
L37	N35°08'14"W	45.92'
L38	N33°40'34"W	33.78'
L39	N15°42'06"W	54.81'
L40	N06°23'01"W	45.41'
L41	N00°32'07"E	74.28'
L42	N01°11'40"W	49.19'
L43	N06°34'51"E	57.41'
L44	N01°41'04"E	41.08'
L45	N16°22'15"E	53.53'
L46	N01°22'44"W	57.44'
L47	N51°59'39"E	78.18'
L48	N23°00'40"E	153.85'
L49	S89°20'17"E	208.06'
L50	S00°00'00"W	5.00'
L51	S00°00'00"W	797.30'
L52	N89°22'00"W	30.00'
L53	S00°00'00"E	1250.18'
L54	N90°00'00"E	154.50'
L55	S00°00'00"E	60.00'
L56	N90°00'00"W	154.50'
L57	S00°00'00"E	526.92'



EXHIBIT A


DRAWN BY: FAM DATE: 08/23/23  
 REVIEWED BY: TCJ DATE: 08/23/23  
 PROJECT NO.: 130-004  
 SCALE: N/A



12564 SW Main St  
 Tigard, OR 97223  
 [T] 503-941-9484  
 [F] 503-941-9485

# EXHIBIT B

David Weekley Homes



Copyright © 2011 Weekley Homes, L.P.  
Any unnoted uses or dimensions at this document are of the discretion of the designer. Dimensions shown may vary in different stages.

**PRODUCT INFO.**

Similar Community and/or Plans  
**HARMONY COTTAGE PLANS**  
(PLANS T.B.D.)

Product # & Color: **BLUE 55**

Unit Count: **55**

Typical Lot Size: 33' (or 36') x 85'

Number of Floors: 2 STORIES

Living/Dining/Kitchen: ±1700 - 2100 sqft

Master Suite: 2nd

---

Similar Community and/or Plans  
**HARMONY ESTATE PLANS**  
(PLANS T.B.D.)

Product # & Color: **GOLD 28**

Unit Count: **28**

Typical Lot Size: 34' x 50'

Number of Floors: 2 STORIES

Living/Dining/Kitchen: ±2000 - 2400 sqft

Master Suite: 1st OR 2nd

---

Similar Community and/or Plans  
**1-CAR WALKER PLANS**  
(PLANS T.B.D.)

Product # & Color: **GREEN 59**

Unit Count: **59**

Typical Lot Size: 22'-0" x 50'-0"

Number of Floors: 2 STORIES

Living/Dining/Kitchen: ±1500 - 1700 sqft

Master Suite: 2nd

**COMMUNITY INFO.**

TOTAL SITE AREA: ±841,277 sqft (19.31 ACRES)

USABLE SITE AREA: #841,277 sqft (19.31 ACRES)

TOTAL SITE DENSITY: 7.35 DU/ACRE

USABLE SITE DENSITY: #841,277 sqft (19.31 ACRES)

MAX. DENSITY (per ZONING): #841,277 sqft (19.31 ACRES)

DIST. BETWEEN RESIDENCE (detached): 8' (3' 5")

DIST. BETWEEN MULTIFAMILY (attached): 8' (3' 5")

PARKING PROVIDED: 225 SPACES (1.2 per UNIT)

225 SPACES (1.2 per UNIT)

#80 ON STREETS (0.83 per UNIT)

**SITE PLAN**

BANKS

FOR-0011

ADDRESS / BLOCK #

BANKS, OR

Version: V29

Issue Date: 01-30-2022

Author: PE

Issue # 11-317

Issue # 27-334

SCALE: 1" = 200'-0"

**TOTAL UNIT COUNT**

**142**



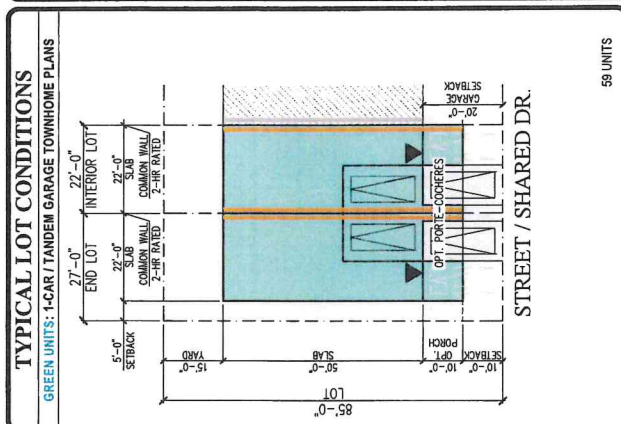
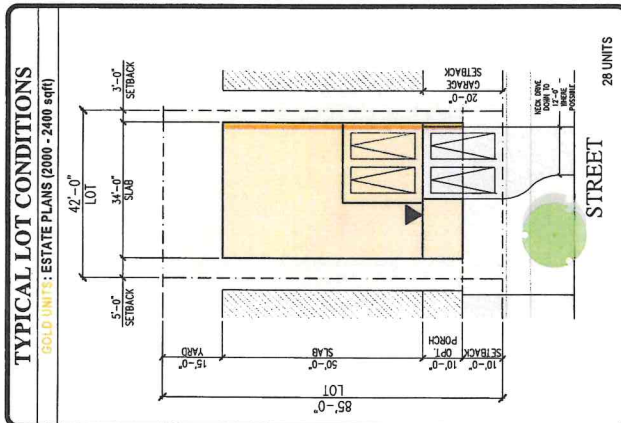
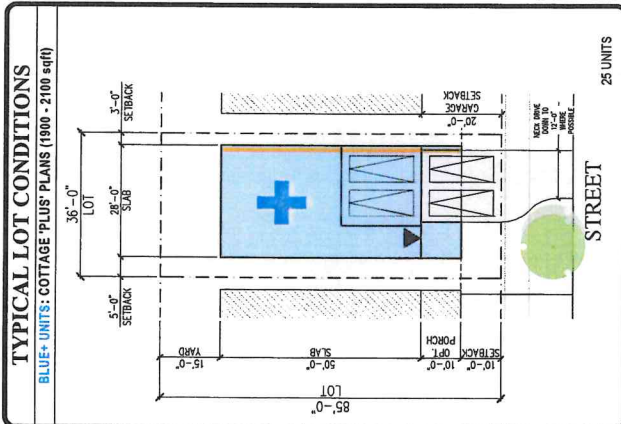
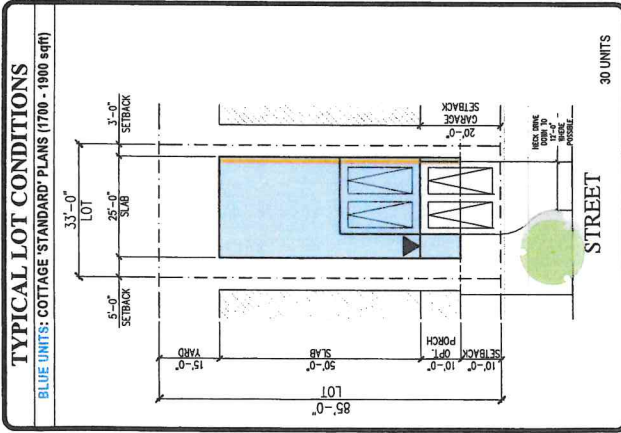
**OPEN SPACE CALCULATIONS**

DAVID WEEKLEY HOMES SITE AREA: ±841,277 sqft (19.31 ACRES)

OPEN SPACE REQUIRED (15% OF SITE): ±126,192 sqft (2.90 ACRES)

TOTAL OPEN SPACE PROVIDED: ±144,462 sqft (3.32 ACRES)

- SURROUNDING AREA USES (UNCONFIRMED)**
- PUBLIC PARK
  - INSTITUTIONAL
  - RESIDENTIAL
  - COMMERCIAL
  - LIGHT INDUSTRY / COMMERCIAL
  - HEAVY INDUSTRY



Copyright © 2019 Weekley Homes L.P.  
 Any unauthorized use or distribution of this document or any of the information herein may be subject to legal action.

**PRODUCT INFO.**

Similar Community and/or Plans	HARMONY COTTAGE PLANS (PLANS T.B.D.)
Product # & Color	59 BLUE
Unit Count	59
Similar Community and/or Plans	HARMONY ESTATE PLANS (PLANS T.B.D.)
Product # & Color	28 GOLD
Unit Count	28
Similar Community and/or Plans	1-CAR / TANDEM T.H. PLANS (PLANS T.B.D.)
Product # & Color	59 GREEN
Unit Count	59

**TOTAL UNIT COUNT**  
**142**

**COMMUNITY INFO.**

TOTAL SITE AREA:	841,277 sqft (19.31 ACRES)
USABLE SITE AREA:	# # # # sqft / # # # # acres
TOTAL SITE DENSITY:	7.35 DU/acre
USABLE SITE DENSITY:	# # # # DU/acre
MAX. DENSITY (per ZONING):	# # # # DU/acre
DIST. BETWEEN RESIDENCE (back-to-back):	6 FT (5' 10")
DIST. BETWEEN MULTIFAMILY (attached):	6 FT (5' 10")
PARKING PROVIDED:	225 IN GARAGES (1.2 per UNIT) 225 IN DRIVEWAYS (1.2 per UNIT) 225 IN SIDE STREETS (0.25 per UNIT)

**EXHIBITS**

<b>BANKS</b>	
POP-0011	ADDRESS / BLOCK #
BANKS OR	
Version	Issue Date
V29	01-30-2022
Author	PE
Issue # 11,17	Issue # 27,34
VARIES	VARIES

David Weekley Homes



Copyright © 2014 David Weekley Homes, L.P.  
 All rights reserved.  
 Information herein may be subject to change.

PRODUCT INFO.	
Similar Community and/or Plans <b>HARMONY COTTAGE PLANS</b> (PLANS T.B.D.)	
Product # & Color <b>59 BLUE</b>	Typical Lot Size 33' (or 35') x 65'
Unit Count <b>59</b>	Typical Living Area ±1700 - 2100 sqft
Product # & Color <b>28 GOLD</b>	Master Suite 1st OR 2nd
Similar Community and/or Plans <b>HARMONY ESTATE PLANS</b> (PLANS T.B.D.)	
Product # & Color <b>59 GREEN</b>	Typical Lot Size 34' x 50'
Unit Count <b>59</b>	Typical Living Area ±2000 - 2400 sqft
Product # & Color <b>59 GREEN</b>	Master Suite 1st OR 2nd
Similar Community and/or Plans <b>1-CAR / TANDEM T.H. PLANS</b> (PLANS T.B.D.)	
Product # & Color <b>59 GREEN</b>	Typical Lot Size 22'-0" x 50'-0" or 27' x 85'
Unit Count <b>59</b>	Typical Living Area ±1500 - 1700 sqft
Product # & Color <b>59 GREEN</b>	Master Suite 1st
Product # & Color <b>59 GREEN</b>	Master Suite 2nd
<b>TOTAL UNIT COUNT</b>	
<b>142</b>	

**COMMUNITY INFO.**

TOTAL SITE AREA: 841,277 sqft (19.31 ACRES)  
 USABLE SITE AREA: # 411 sqft / # 1.00 ACRES  
 TOTAL DENSITY: 7.35 DENSITY  
 MAX. DENSITY (PER ZONING): # 110 DENSITY  
 DIST. BETWEEN RESIDENCE (detached): 8' (3' 5")  
 DIST. BETWEEN MULTIFAMILY (attached): 25' (15' per unit)  
 PARKING PROVIDED: 235 in GARAGES (1.5 per unit)  
 28 in DRIVEWAYS (1.5 per unit)  
 80 in STREETS (0.6 per unit)

**EXHIBITS**

BANKS  
 POR-0011  
 ADDRESS / BLOCK #  
 BANKS, OR  
 Meter Date  
 Meter # 01-30-2022  
 Meter PE  
 Meter @ 11/17  
 Meters @ 23/24  
 VARIES  
 VARIES

