



## Ordinance No. 2014-12-02

### An Ordinance Annexing Approximately 172.93 acres to the City (Quail Valley Golf Course Corp.)

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The City Council for the City of Banks adopts the following findings:

**WHEREAS**, Quail Valley Golf Course Corporation owns approximately 172.93 acres of land contiguous with the City's current boundary and within the City's Urban Growth Area (the "Annexation Territory" – more specifically described in Exhibit A, attached hereto and incorporated herein by this reference). The owner requested and consented to annexation of the Annexation Territory; and

**WHEREAS**, to warrant annexation approval, the Annexation Territory must be within the City's Urban Growth Area and contiguous to the city boundary. The annexation applicant must also demonstrate compliance with each of the applicable approval standards set forth in Section 30.02 of the Banks Code of Ordinances ("BCO"), and, pursuant to Charter Section 3, the annexation request must be approved by a simple majority of the electorate voting in an election on the question of annexation; and

**WHEREAS**, on July 29, 2014, the Banks Planning Commission convened a duly noticed public hearing, took public testimony on the annexation request and recommended approval of the annexation; and

**WHEREAS**, on August 12, 2014, the City Council convened a duly noticed public hearing on to take public testimony and evaluate the Planning Commission's recommendation, and at the conclusion voted to recommend approval of the annexation subject to the requirement that the annexation requestors and owners enter into the Annexation Agreement set forth in Exhibit B, attached hereto and by this reference incorporated herein; and

**WHEREAS**, on November 4, 2014 a majority of registered voters in the City of Banks voted to approve the annexation of the Quail Valley Annexation Territory, and the Washington County Elections Official certified those election results on November 24, 2014.

**NOW THEREFORE**, based on the foregoing, the Banks City Council ordains as follows:

**Section 1 - Annexation.** The real property described in Exhibit A, attached hereto and by this reference incorporated herein, comprising approximately 172.93 acres (collectively the "Annexation Territory") is hereby annexed and incorporated into the City of Banks, subject to the terms and conditions of the Annexation Agreement executed between the City and the annexation requestors/owners set forth in Exhibit B, attached hereto and by this reference incorporated herein.

**Section 2 – Annexation of public rights-of-way.** All federal, state, and local public rights-of-way within or abutting the Annexation Territory are hereby annexed and incorporated into the City of Banks.

**Section 3 - Land Use Designations and Zoning.** Land within the Annexation Territory is hereby subject to land use planning, regulation and permitting by the City of Banks under its duly adopted Comprehensive Plan and land use regulations, pursuant to which the following zoning designations shall apply:

<b>Map</b>	<b>Tax Lot</b>	<b>Banks Zoning</b>	<b>Density</b>	<b>Area (acres)</b>
2N331CA	6900	Community Facilities (CF)	n/a	8.93
2N331	100	Community Facilities (CF)	n/a	44.3
"	201	Community Facilities (CF)	n/a	23.64
"	201	Low Density Single Family (LDSF)	6 du/ac	2.3
"	500	Community Facilities (CF)	n/a	15.8
2N331D	100	Community Facilities (CF)	n/a	51.36
"	100	Single Family Residential (R-5)	8 du/ac	8.14
"	100	Low Density Single Family (LDSF)	6 du/ac	3.5
"	100	Commercial (C)	0.25 FAR	2.6
"	101	Commercial (C)	0.25 FAR	0.9
"	400	High Density Single Family (HDSF)	10 du/ac	7.96
"	400	Single Family Residential (R-5)	8 du/ac	2.0
"	1000	Single Family	8 du/ac	1.5

		Residential (R-5)		
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**Section 4 – Assessment and Taxation.** Land within the Annexation Territory shall be assessed and taxed by the City in the same manner as other similarly situated property within the City as of the effective date of this Ordinance.

**Section 5 – Severability.** If any portion of this ordinance is found to be invalid or unenforceable for any reason, that finding shall not affect the validity or enforceability of any other provision of this ordinance.

**Section 6 – Transmittal.** Pursuant to ORS 222.177 and Section 30.06 of the Banks Code of Ordinances, the City Recorder shall:

1. File a certified true copy of this Ordinance with the Oregon Secretary of State and the Washington County Assessor.
2. File with the Oregon Secretary of State an abstract of the November 4, 2014 election results within the City on the Quail Valley Annexation measure.
3. File with the Oregon Secretary of State a copy of the statement of landowner consent to this annexation.

**Section 7 – Effective Date:** This ordinance and the annexation it declares shall be effective upon filing with the Secretary of State’s Office in accordance with ORS 222.180.

Brought before Banks City Council and read for the first time December 9, 2014.

Read for the second time and adopted January 13, 2015.

This Ordinance becomes effective on February 13, 2015.

  
 \_\_\_\_\_  
 Peter C. Edison, Mayor

Attest:  
  
 \_\_\_\_\_  
 Angie Lanter, City Recorder

Summary of Votes

Teri Branstitre	Yes/No	<i>Absent</i>
Mark Gregg	<u>Yes/No</u>	
Brian Biehl	<u>Yes/No</u>	
Dan Keller	<u>Yes/No</u>	
Mark Walsh	<u>Yes/No</u>	
Michael Nelson	<u>Yes/No</u>	

# EXHIBIT A

## Proposed Boundary Change Washington County to the City of Banks

A PARCEL OF LAND LOCATED IN THE NORTHEAST, SOUTHEAST, AND SOUTHWEST ONE-QUARTERS OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 3 WEST, OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31, THENCE SOUTH 88°08'00" WEST, 332.80 FEET, MORE OR LESS, ALONG THE NORTHERLY SECTION LINE OF SAID SECTION 31 TO THE INTERSECTION OF SAID SECTION LINE AND THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF NW AERTS ROAD (C.R. #111) (40' WIDE); THENCE SOUTH 02°20'23" WEST, 30.00 FEET MORE OR LESS TO A POINT OF INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE SOUTHERLY RIGHT OF WAY LINE OF NW BANKS ROAD (C.R. #110) (60' WIDE) AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 02°20'23" WEST, 2602.12 FEET, MORE OR LESS, ALONG SAID WESTERLY RIGHT OF WAY LINE TO AN ANGLE POINT; THENCE SOUTH 02°10'20" WEST, 1381.96 FEET, MORE OR LESS, TO A POINT OF INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF NW WASHINGTON AVENUE (50' WIDE); THENCE SOUTH 74°03'57" WEST, 252.10, MORE OR LESS, ALONG SAID NORTHERLY RIGHT OF WAY LINE TO AN ANGLE POINT; THENCE NORTH 87°53'45" WEST, 1293.00 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF SIXTH STREET (50' WIDE) (UNIMPROVED); THENCE SOUTH 02°11'00" WEST, 247.91 FEET, MORE OR LESS, ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTHERLY RIGHT OF WAY LINE OF ROSE AVENUE (50' WIDE) (UNIMPROVED); THENCE NORTH 87°43'10" WEST, 367.48 FEET, MORE OR LESS, ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILWAY RIGHT OF WAY (120' WIDE); THENCE NORTH 30°22'33" WEST, 2039.52 FEET, MORE OR LESS, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT OF INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE AND THE EAST/WEST CENTER OF SECTION LINE OF SAID SECTION 31; THENCE SOUTH 87°26'00" EAST, 700.17 FEET, MORE OR LESS, ALONG SAID CENTER OF SECTION LINE TO THE NORTH/SOUTH CENTER OF SECTION LINE OF SAID SECTION 31; THENCE NORTH 01°41'18" EAST, 872.75 FEET, MORE OR LESS, ALONG SAID CENTER OF SECTION LINE TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 83-13789, WASHINGTON COUNTY DEED RECORDS; THENCE SOUTH 87°51'28" EAST, 1283.13 FEET, MORE OR LESS, ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 308, PAGE 426, SAID DEED RECORDS; THENCE NORTH 01°45'00" EAST, 1717.89 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID NW BANKS ROAD; THENCE SOUTH 88°08'00" EAST, 1041.78 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 7,595,242 SQUARE FEET OR 174.363 ACRES.

THE BASIS OF BEARINGS AND BOUNDARY RESOLUTION IS BASED ON SURVEY NO. 24,781, WASHINGTON COUNTY SURVEY RECORDS.

ANNEXATION CERTIFIED

BY EL

JAN 24 2014

WASHINGTON COUNTY A & T  
CARTOGRAPHY

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

Eric D. Lynch

OREGON  
JULY 12, 2005  
ERIC D. LYNCH  
56544

RENEWED: 12/31/14



# EXHIBIT B

09-01-14 10:37 AM

After Recording, return to:  
Banks City Manager  
13680 NW Main Street  
Banks, OR 97106

Washington County, Oregon  
08/21/2014 09:41:00 AM  
D-1PPS Cnt=1 Str=29 RECORDS1  
\$20.00 \$5.00 \$11.00 \$20.00 - Total = \$56.00

2014-052586



01966971201400525860040046

I, Richard Hobernicht, Director of Assessment and  
Taxation and Ex-Officio County Clerk for Washington  
County, Oregon, do hereby certify that the within  
Instrument of writing was received and recorded in the  
book of records of said county.

Richard Hobernicht, Director of Assessment and  
Taxation, Ex-Officio County Clerk



## ANNEXATION AGREEMENT

This AGREEMENT is made by and between the CITY OF BANKS, an Oregon municipal corporation, (the "City") and QUAIL VALLEY GOLF COURSE CORPORATION, an Oregon corporation ("QVGC") this 13 day of August 2014.

**WHEREAS**, QVGC is the applicant for the annexation and re-zoning of approximately 172.93 acres adjacent to the City of Banks (the "Property"), more specifically described in Exhibit A, attached hereto and by this reference incorporated herein, and those applications are known as City files ANX1-14 and ZC1-14; and

**WHEREAS**, the City has reviewed the application submitted by QVGC and concluded that the materials in the record demonstrate that an adequate level of urban services and infrastructure is available, or will be made available in a timely manner to serve the Property; and

**WHEREAS**, there are several potential sources for water to serve the eventual development of the Property, including the existing City water system or the well currently located on the Property; and

**WHEREAS**, the annexation approved by the City must be submitted to the voters of the City as required by the Banks City Charter; and

**WHEREAS**, the City and QVGC wish to enter into this Agreement to limit the potential development of the Property until the ultimate source of the water to serve that development is determined;

**NOW, THEREFORE**, based on the foregoing recitals, the City Council for the City of Banks and QVGC, hereby agree to the following:

1. **Development Limitation**. Should the voters of the City of Banks approve the annexation of the Property, development of the Property shall be prohibited until the applicant provides evidence satisfactory to the City of the sources of urban services and infrastructure to be provided to the Property, including a demonstration that the sources will provide adequate levels, as defined in BCO Section 30.02(B), available to serve the

specific development type, size and density proposed for the Property, including public potable water, sanitary sewer, transportation system infrastructure and storm drainage facilities.

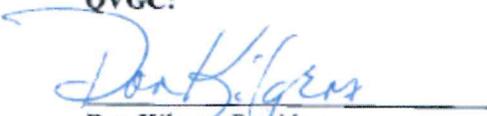
2. **Effective Date, Term and Modification.** This Development Agreement shall be effective upon signature by both parties and shall have a perpetual duration, unless modified by the parties as described below, or until satisfaction of the condition identified in paragraph 1 above. This Development Agreement may be modified or terminated sooner than described above only upon the written agreement signed by the authorized representatives of both parties.
3. **Assignment and Transfer.** This Agreement shall be fully assignable and transferable.
4. **Remedies for Breach.** Should either party breach this Agreement, remedies available under Oregon law for breach of contract are available to the parties, including damages and injunctive relief.
5. **Controlling Law and Venue for Disputes.** This Agreement shall be deemed to have been entered into in the State of Oregon and shall be construed and interpreted in accordance with the laws of Oregon. Any litigation or proceedings arising out of or connected with this Agreement shall be heard and decided in Oregon Circuit Court.
6. **Entire Agreement.** The City and QVGC acknowledge and agree that no promises or representations have been made which do not appear written herein and that this Agreement contains the entire agreement of the parties as to this Agreement.
7. **Severability Clause.** The parties to this Agreement agree that if any term, provision, covenant, condition or portion of this Agreement is held to be illegal, invalid, void, voidable or unenforceable, the remainder of the provisions shall remain in full force and effect as a separate contract and shall in no way be affected, impaired or invalidated.
8. **Attorney's Fees.** If legal action by either party is brought against the other because of an alleged default under this Agreement, or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, at trial and on appeal.
9. **Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in a writing signed by party waiving the provision.
10. **Agreement Runs With Title.** This Agreement, and the burdens and benefits it provides, shall be recorded with title to the Property and run with the land. This Agreement shall bind the parties, their heirs, assigns and successors in interest.
11. **No Third-Party Beneficiaries.** All the provisions of this Agreement are intended to bind and benefit only QVGC and City, and their respective permitted successors and

assigns. It is not intended that any such provisions benefit, and it shall not be construed that these provisions benefit or are enforceable by, any creditors, contractors or other third parties.

CITY OF BANKS:

QVGC:





Peter Edison, Mayor

Don Kilgras, President

8/19/14

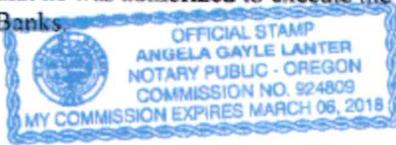
8/13/14

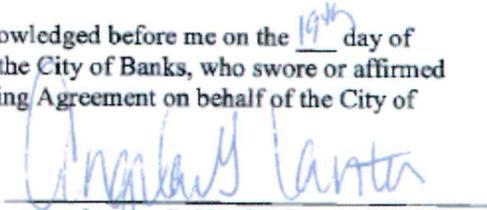
Date

Date

STATE OF OREGON )  
 ) ss.  
County of Washington )

This instrument was personally acknowledged before me on the 19<sup>th</sup> day of August 2014 by Peter Edison, the Mayor of the City of Banks, who swore or affirmed that he was authorized to execute the foregoing Agreement on behalf of the City of Banks.



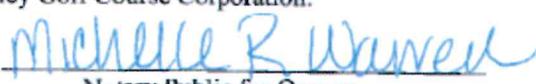


Notary Public for Oregon,  
My Commission Expires March 6, 2018

STATE OF OREGON )  
 ) ss.  
County of Washington )

This instrument was personally acknowledged before me on the 13 day of August 2014 by Don Kilgras, President, who swore or affirmed that he was authorized to execute the foregoing Agreement on behalf of Quail Valley Golf Course Corporation.





Notary Public for Oregon,  
My Commission Expires

Proposed Boundary Change  
Washington County to the City of Banks

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CONTAINS 7,555,242 SQUARE FEET OR 174,368 ACRES.

THE BASIS OF BEARINGS AND BOUNDARY RESOLUTION IS BASED ON SURVEY NO. 24,781, WASHINGTON COUNTY SURVEY RECORDS.

ANNEXATION CERTIFIED

BY *[Signature]*

JAN 2 2011

WASHINGTON COUNTY ASST  
CARTOGRAPHY

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*

OREGON  
JULY 12, 2008  
ERIC D. LYNN  
58544

*[Signature]*