



WASHINGTON COUNTY OREGON

July 27, 2012

To: Citizen Participation Organizations and Interested Parties
From: *AW for*
Andy Back, Interim Long Range Planning Manager
Department of Land Use & Transportation
Subject: **PROPOSED ORDINANCE NO. 752**

Enclosed for your information is a copy of proposed Ordinance No. 752. Listed below is a description of the ordinance, hearing dates, and other relevant information. If you have any questions about the ordinance, or if you would like additional information, please contact the Long Range Planning Division.

Ordinance Purpose and Summary

Ordinance No. 752 updates and extends the Development Agreement between Washington County and Tektronix, Inc. (Beaverton, LLC)

Who Is Affected

Owners of land subject to the Development Agreement as amended by the Second Amendment and owners of property surrounding the existing Tektronix Business Park Campus located in unincorporated Washington County.

What Land is Affected

Land subject to the Development Agreement as amended by the Second Amendment and properties surrounding the existing Tektronix Business Park Campus in unincorporated Washington County.

Key Provisions

- Extend the current Development Agreement for an additional 7 years (**Note:** The Development Agreement is set to expire on November 12, 2012).
- Update the Development Agreement to identify which of the required transportation improvements (Exhibit C to the original Development Agreement) remain to be completed (**Note:** Exhibit C identified the transportation improvements needed to be completed to adequately serve the Tektronix Business Park Campus as well as the surrounding area).
- Update the Development Agreement to replace references to Traffic Impact Fee (TIF) with Transportation Development Tax (TDT).

Initial Public Hearings

Time and Place

Planning Commission
1:30 pm
September 5, 2012

Board of County Commissioners
10:00 am
October 2, 2012

Hearings will be held in the Shirley Huffman Auditorium in the Charles Cameron Public Services Building, 155 N. First Avenue, Hillsboro, Oregon.

On October 2, 2012, the Board of County Commissioners (Board) may choose to adopt the ordinance, make changes to it, continue the hearing to a future date, or reject the ordinance. If it is adopted, it would become effective on November 1, 2012. If the Board chooses to make changes to the ordinance, the earliest the Board could adopt the ordinance would be October 23, 2012, in which case the ordinance would become effective on November 22, 2012.

Department of Land Use & Transportation • Long Range Planning Division

155 N. First Avenue, Suite 350, MS 14, Hillsboro, OR 97124-3072

phone: (503) 846-3519 • fax: (503) 846-4412

**Urban Comprehensive
Plan Policies Amended**

➤ None

**Rural/Natural
Resource Plan Policies
Amended**

➤ None

**Community
Development Code
Standards Amended**

➤ None

**How to Submit
Comments**

Submit oral or written testimony to the Planning Commission and/or the Board at one of the public hearings. Written testimony may be mailed or faxed to the Planning Commission or Board in advance of the public hearings in care of the Long Range Planning Division. **We are unable to accept e-mail as public testimony.**

Washington County, Long Range Planning Division
155 N. First Ave., Suite 350, MS 14, Hillsboro, OR 97124-3072
Fax: 503-846-4412

Staff Contact

Paul Schaefer, Senior Planner
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e-mail: paul_schaefer@co.washington.or.us

**Proposed Ordinance is
available at the
following locations:**

- Washington County Department of Land Use & Transportation
Long Range Planning Division, 155 N. First Ave., Suite 350, MS 14
Hillsboro, OR 97124-3072 Telephone: 503-846-3519
- **[www.co.washington.or.us/LUT/Divisions/LongRangePlan
ning/2012-land-use-ordinances.cfm](http://www.co.washington.or.us/LUT/Divisions/LongRangePlanning/2012-land-use-ordinances.cfm)**
- Cedar Mill Community Library
- Citizen Participation Organizations (CPOs); call 503-821-1128 for a
directory of CPOs.

AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Public Hearing – First Reading and First Public Hearing
Land Use & Transportation; County Counsel (CPO 1)

Agenda Title: **PROPOSED ORDINANCE NO. 752 – AN ORDINANCE
AMENDING THE TEKTRONIX DEVELOPMENT AGREEMENT**

Presented by: Andrew Singelakis, Director of Land Use & Transportation;
Alan Rappleyea, County Counsel

SUMMARY:

Ordinance No. 752 proposes to update and extend the Development Agreement between the County and Tektronix, Inc. Key provisions of this ordinance include:

- Extending the Development Agreement for an additional seven years. (The current agreement expires on November 3, 2012.)
- Updating the agreement to identify which required transportation improvements remain to be completed. The agreement identifies transportation improvements needed to adequately serve the Tektronix Business Park Campus and the surrounding area.
- Updating the agreement to replace references to Traffic Impact Fee (TIF) with Transportation Development Tax (TDT).

Ordinance No. 752 is posted on the county's land use ordinance web page at the following link:

<http://www.co.washington.or.us/LUT/Divisions/LongRangePlanning/2012-land-use-ordinances.cfm>

On September 5, 2012, the Planning Commission conducted a public hearing for this ordinance and unanimously recommended that the Board adopt Ordinance No. 752 as filed. The staff report will be provided to the Board prior to the hearing and will also be available at the Clerk's desk prior to the hearing.

- Consistent with Board policy, testimony about the ordinance is limited to three minutes for individuals and twelve minutes for a representative of a group.

DEPARTMENT'S REQUESTED ACTION:

Read Ordinance No. 752 by title only and conduct the first public hearing. At the conclusion of the hearing, adopt Ordinance No. 752.

COUNTY ADMINISTRATOR'S RECOMMENDATION:

I concur with the requested action.

Agenda Item No.	<u>4.a.</u>
Date:	10/02/12

ADOPTED

FILED

JUL 20 2012

Washington County
County Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

ORDINANCE NO. 752

An Ordinance Amending the Tektronix
Development Agreement Originally Adopted by
Ordinance No. 530 and Amended by Ordinance
No. 647, Including Adding Beaverton, LLC as a
Party, and Providing a Termination Date

The Board of County Commissioners of Washington County, Oregon ("Board") ordains
as follows:

SECTION 1

A. The Board of County Commissioners of Washington County, Oregon, recognizes
that the First Amendment to the "Development Agreement Between Washington County, Oregon
and Tektronix Inc." entered on October 5, 2005 and adopted by the County as Ordinance 647 on
October 5, 2005, under the provisions of ORS 94.504 to 94.528, is expiring on November 5,
2012.

B. The Board recognizes that it is in the mutual best interest of the parties to modify
certain elements of the Development Agreement including replacing Tektronix, Inc. with
Beaverton, LLC as a party to this agreement, update its provisions including terms related to the
Transportation Development Tax (TDT), and provide for a new effective term for the
Development Agreement, and that such changes are necessary for the benefit of the health,
safety, and general welfare of the residents of Washington County, Oregon.

C. Under the provisions of Washington County Charter Chapter X, the Department of
Land Use and Transportation has carried out its responsibilities, including preparation of notices,

1 and the County Planning Commission has conducted one or more public hearings on the proposed
2 amendments and has submitted its recommendations to the Board. The Board finds that this
3 Ordinance is based on those recommendations and any modifications made by the Board are a
4 result of the public hearings process.

5 D. The Board finds and takes public notice that it is in receipt of all matters and
6 information necessary to consider this Ordinance in an adequate manner, and finds that this
7 Ordinance complies with the Statewide Planning Goals, the Metro Urban Growth Management
8 Functional Plan, and the standards for legislative plan adoption, as set forth in Chapters 197 and
9 215 of the Oregon Revised Statutes, the Washington County Charter, the Washington County
10 Community Development Code, and the Washington County Comprehensive Plan.

11 E. The Board finds and concludes that based on the wording of the Development
12 Agreement and other factors, this particular Agreement has sufficient qualifying lots to be eligible
13 for a seven year termination period. The Board reserves the right, however, to determine in other
14 such agreements, or in considering any future amendment of this Agreement, that units of land
15 shown or described as a tract do not qualify as a lot for purposes of establishing the term of such
16 agreement.

17 SECTION 2

18 The following Exhibit, entitled "Second Amendment and Restatement of the
19 Development Agreement Between Washington County, Oregon and Beaverton, LLC" marked
20 as Exhibit "1," is hereby adopted and incorporated herein by reference.

21 ///

22 ///

1 SECTION 3

2 All other Comprehensive Plan provisions that have been adopted by prior ordinance,
3 which are not expressly amended or repealed herein, shall remain in full force and effect.

4 SECTION 4

5 All applications received prior to the effective date shall be processed in accordance
6 with ORS 215.427.

7 SECTION 5

8 If any portion of this Ordinance, including the exhibit, shall for any reason be held
9 invalid or unconstitutional by a body of competent jurisdiction, the remainder shall not be
10 affected thereby and shall remain in full force and effect.

11 SECTION 6

12 The Office of County Counsel and Department of Land Use and Transportation are
13 authorized to prepare planning documents to reflect the changes adopted under Section 2 of
14 this Ordinance, including deleting and adding textual material and maps, renumbering pages or
15 sections, and making any technical changes not affecting the substance of these amendments as
16 necessary to conform to the Washington County Comprehensive Plan format.

17 SECTION 7

18 This Ordinance, including Exhibit 1, shall be recorded in the county records as required
19 by ORS 94.528.

20 SECTION 8

21 This Ordinance shall take effect thirty (30) days after adoption.
22

1 ENACTED this 2nd day of October, 2012, being the 1st reading
2 and 1st public hearing before the Board of County Commissioners of Washington County,
3 Oregon.

4 BOARD OF COUNTY COMMISSIONERS
5 FOR WASHINGTON COUNTY, OREGON

6 **ADOPTED**

7 
CHAIRMAN

8 Barbara Hejtmanek
RECORDING SECRETARY

9 READING

PUBLIC HEARING

10 First October 2, 2012
11 Second _____
12 Third _____
13 Fourth _____
Fifth _____
Sixth _____

October 2, 2012

14 VOTE: Aye: Duyck, Schouten, Terry, Nay: _____
Rogers, Malinowski

15 Recording Secretary: Barbara Hejtmanek Date: October 2, 2012

SECOND AMENDMENT AND RESTATEMENT
OF THE DEVELOPMENT AGREEMENT
BETWEEN
WASHINGTON COUNTY, OREGON,
AND BEAVERTON, LLC.

RECITALS

A. On October 27, 1998, Washington County, Oregon (“Washington County”) and Tektronix, Inc. (“Tektronix”), entered into a Development Agreement defining the relationship between Washington County and Tektronix, Inc. for land uses at the Tektronix campus (the “Development Agreement”). The purposes for the Development Agreement are set forth in the Recitals section of the Development Agreement.

B. The Development Agreement was adopted by the County as Ordinance 530 on October 27, 1998. The Development Agreement was set to expire on March 22, 2006, seven (7) years after its effective date as set forth in Section 1 of the Development Agreement.

C. On October 4, 2005, the Washington County Board of Commissioners (“Board”) adopted Ordinance 647 entitled “First Amendment and Restatement of the Development Agreement Between Washington County, Oregon, Nike, Inc. and Tektronix, Inc.” (“First Amendment”) Ordinance 647 extended the Development Agreement for an additional seven (7) years. Ordinance 647 became effective on November 3, 2005. Therefore, the First Amendment will expire on November 3, 2012.

D. On November 4, 2008 Washington County voters approved Ballot Measure 34-164. This ballot measure replaced the Traffic Impact Fee with the Transportation Development Tax. All remaining development subject to the Development Agreement and its subsequent amendments will be subject to the Transportation Development Tax Ordinance (see Attachment C).

E. On December 22, 2011 Tektronix, Inc. transferred title and all rights to its then owned property subject to the Development Agreement as amended by the First Amendment to Beaverton LLC, a Delaware LLC (“Beaverton, LLC”), a wholly owned subsidiary of Tektronix, Inc.

F. Washington County and Beaverton, LLC (“parties”) have agreed that it is in their mutual best interest to modify certain identified elements of the Development Agreement, update its provisions, and provide for a new effective term.

G. The parties now desire to make the changes necessary to update the Development Agreement, all on the terms and conditions set forth in this Second Amendment and Restatement of the Development Agreement (“Second Amendment”).

H. The subject of the Second Amendment is the development of Lots 1, 3, and 14 of the master planned 'Tektronix Business Park' approved through Casefile 98-596-D(IND)/S/PD/DHA/DFR on March 9, 1999, described in Exhibit A. The Second Amendment shall also govern Lots 4 through 13 to the extent allowed by Section 8.2 of the Development Agreement. Lot 2 identified in the Development Agreement and First Amendment is not subject to the Second Amendment. Lot 2 is not owned by Beaverton, LLC.

I. Since the effective date of the original Development Agreement, some building square footage has been added or reduced on Lots 1, 2 and 3. The total building square footage existing on July 20, 2012, the date Ordinance No. 752 was filed, is set forth in Exhibit D.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the following amendments to the Development Agreement, the following sections and subsections of the Development Agreement shall be modified as shown below. Underlining indicates language added by this Amendment to existing language in the Development Agreement; ~~stricken~~ words indicate text deleted from the Development Agreement. Unless otherwise defined herein, capitalized terms in this Agreement have the meanings set forth in the Development Agreement.

A. Section 1 is amended and restated as follows:

1. Effective Date and Term of Agreement

This Agreement shall be effective following adoption of the County ordinance approving this ~~First~~ Second Amendment pursuant to ORS 94.508. As used herein, "approval" means the granting of the approval and the expiration of the period of appeal, or if an appeal is filed the resolution of that appeal to the satisfaction of Beaverton, LLC Tektronix. The Agreement shall continue in effect for a period of seven (7) years after its effective date unless canceled by the parties as provided in Section 12 below.

B. Section 6 is amended and restated as follows:

6. Infrastructure Improvements and Dedications

6.1 The parties agree that the development vested under Sections 3 and 4 will generate a requirement for some or all of the additional improvements and facilities set forth in this Section. The parties hereto anticipate the improvements for the streets identified in Exhibit C attached hereto and incorporated by this reference. Exhibit C sets forth the name of the street along with the improvement and right-of-way width agreed to by the parties. In addition, Exhibit C sets forth the method of funding the improvement and identifies ~~anywhether~~ transportation impact fee-Transportation Development Tax (TDT) credits which shall may be available to Beaverton, LLC Tektronix and its successors and assigns for any improvements for the street. The improvements set forth on Exhibit C shall be completed by County or Beaverton,

~~LLCTektronix~~ and its successors and assigns in accordance with the requirements and completion dates set forth on Exhibit C. Any developments on Lots 1, ~~2, 3 or 14~~, ~~4, 5 or 6~~ may be conditioned with respect to transportation improvements only upon completion of the improvements required to be completed as of the time of application for that development in accordance with the schedule in Exhibit C. As of the date of this ~~Second~~ First Amendment, the following improvements set forth in Exhibit C remain to be completed:-

~~6.1.1 Item 5.c, Hocken Extension (Hall Ext. to Jenkins), Future Widening (if street becomes a major collector or arterial due to Hall Street Extension)~~

6.1.1 Item 6, Hocken Avenue (Beaverton Creek to Hall Blvd.), Upgrade frontages of Lot 3 (tax lot 1S109DB00100) and Tract D (tax lot 1S1090001400) to current City of Beaverton road standards (Hocken Avenue between Jenkins Road and Millikan Way was annexed into the city by Ordinance 4181).

6.1.2 Item 8.b, Terman Road (Hocken ~~Ext~~Avenue to Shannon Road), Upgrade to County urban C-2 Collector standards-, unless the County Engineer approves a Design Exception pursuant to Chapter 2 of the County's Road Design and Construction Standards (noting that a minimum eight (8) foot wide sidewalk along the north side of Terman Road may substitute for a standard width sidewalk on the south side of Terman Road in Item 8. b.)

6.1.3 Item 9.b, Terman Road (Shannon Road to Murray Blvd.), Upgrade to County urban C-2 Collector standards-, unless the County Engineer approves a Design Exception pursuant to Chapter 2 of the County's Road Design and Construction Standards (noting that a minimum eight (8) foot wide sidewalk along the north side of Terman Road may substitute for a standard width sidewalk on the south side of Terman Road in Item 9. b.)

6.1.4 Item 10, a. Jenkins Road Right Turn Lane (Eastbound Right Turn Lane at Hocken Avenue).

6.1.5 Item 10, b. Jenkins Road, Dedicate no more than nine (9) feet of additional right-of-way along the south side of Jenkins Road along the street frontage of Lot 1 if Jenkins Road is reclassified to a 5-lane Arterial in the County Transportation System Plan. If Jenkins Road is reclassified to a 5-lane Arterial in the TSP, County will pursue adding it to the TDT list.

6.1.6 Item 7, Shannon Road, Upgrade to County urban Local street standards, unless the County Engineer approves a Design Exception pursuant to Chapter 2 of the County's Road Design and Construction Standards, including a sidewalk on the Shannon Road frontage of Lot 14 (tax lot 1S109CB00500) and Tract C - (sidewalk to replace existing asphalt path along west side).

6.2 Except for meeting the requirements of R&O 86-95 or its successor, no further transportation studies or off-site transportation improvements, other than those set forth in section 6.1 hereof, will be required for the following development ~~or redevelopment~~:

6.2.1 For Lot 1: ~~An additional square footage of 350,000~~610,449 square feet in excess of the existing square footage of ~~1,548,051~~ in June 19981,317,528 on July 20, 2012.

~~6.2.2 For Lot 2 additional square footage of 156,000 square feet in excess of the existing square footage of 249,921 on August 15, 2000.~~

6.2.3 For Lot 3: additional square footage of 93,000 square feet in excess of the existing square footage of 29,926 in June 1998.

~~6.2.4 For Lots 4, 5 and 6 additional square footage of 175,000 square feet in excess of the existing square footage in June 1998, which was zero (0) square feet.~~

~~6.3 Prior to requiring implementation of R&O 86-95 or its successor as described in 6.2 above, the County shall allow a credit for the trips associated with the 287,400 square feet of building demolition work that was done in 2004 and 2005.~~

~~Tektronix-Beaverton, LLC~~ and its successors and assigns may reallocate this assortment of building square footage among these lots subject to the Second Amendment described in Exhibit A and shown on Exhibit E.

C. Section 7 is amended and restated as follows:

7. Fees and Charges

Except as set forth below, ~~Tektronix-Beaverton LLC~~, and its successors and assigns shall pay all required systems development charges, ~~TDT traffic impact fees~~, and application fees for land use, land division, land development approvals, and building permit fees:

7.1 No systems development charge, except TDT as required by the Transportation Development Tax Ordinance, ~~or traffic impact fee or charge, or the like~~ shall be required for the first ~~184,000~~271,158 square feet of replacement development on Lot 1. Reductions in TDT based on previous uses shall be calculated consistent with the Transportation Development Tax Ordinance. When applicable, Beaverton, LLC shall be required to apply for TDT credits as provided for in the Transportation Development Tax Ordinance.

7.2 Beaverton, LLC ~~Tektronix~~ and its successors and assigns shall receive ~~the TDT credits for remaining public improvements listed in~~ as set forth in Exhibit C to the extent allowed by the Transportation Development Tax Ordinance.

7.3 ~~The traffic impact fee~~ When the County assesses the TDT, assessment ~~the County shall recognize the pre-determined and pre-existing trips building square footages in existence on the Campus inventoried in Exhibit D and shall use the "General Light Industrial" ITE Category, and shall be calculated at the time building permits are issued. The trips shall be allocated to the Lots in the Campus as set forth in Exhibit D attached hereto and incorporated by reference. Building square footage reduced or eliminated capacity as a result of building removal~~

~~shall also be credited~~ reduce the TDT charge for new development to the extent allowed by the Transportation Development Tax Ordinance.

7.4 The credits set forth in this section 7 may be transferred within the Campus ~~as to the extent~~ allowed by the ~~TF~~ Transportation Development Tax Ordinance.

7.5 Beaverton, LLC Tektronix and its successors and assigns shall be required to pay only those charges, TDT, and fees for development which are adopted by ordinance, resolution or order prior to any application for land development, use or division, and which are generally imposed on similarly situated persons or entities.

D. Section 12 is amended and restated as follows:

12. Amendment or Termination of Agreement

This Agreement may be amended or terminated by the mutual consent of the parties and their successors in interest. Any amendment of this Agreement which relates to the term, permitted use, density or intensity of use, height or size of buildings, provisions for the reservation or dedication of land, monetary contributions by Beaverton, LLC Tektronix, or any conditions or covenants relating to the use of the Campus shall require a public hearing before the parties may execute an amendment. Any other amendment shall not require a public hearing. The provisions of Exhibit C, Street Improvement Projects, that detail the source of funding for entities other than Beaverton, LLC Tektronix and the timing of street improvement projects may be amended without a public hearing. The allocation of ~~traffic fee~~ TDT credits ~~set out in Exhibits C and D~~ may be allocated by Beaverton, LLC Tektronix and its successors and assigns to the extent allowed by the Transportation Development Tax Ordinance ~~credits does not increase.~~

E. Section 13 is amended and restated to add the following:

13.20 Form of Agreement; Exhibits. This Agreement consists of 8 pages and ~~six-five~~ exhibits. The exhibits are identified as follows:

Exhibit A	Legal description of the properties comprising the Campus <u>subject to this Agreement</u>
Exhibit B	Site plan for the Campus (<u>based on the original Development Agreement</u>)
Exhibit C	Street Improvement Projects showing the required street improvement, right-of-way width, funding source, and allocation of responsibility to <u>Beaverton, LLC Tektronix</u> , TF <u>TDT</u> credits <u>eligibility</u> and allocation, and <u>project deadlines</u> <u>required timing of when improvements must be completed (constructed)</u>

Exhibit D Traffic Impact Fee Allocation as calculated by the current TIF schedule Inventory of Existing Campus Buildings and Building Square Footages

Exhibit E Campus map showing lots and tracts subject to the Development Agreement as amended by the Second Amendment.

13.21 This Amendment is the complete agreement among the Parties with respect to the subject covered by this Amendment, and it ~~supersedes~~supersedes any prior oral agreements on the same subjects.

13.22 ~~Except as amended by this Amendment, the~~The Development Agreement and First Amendment, remains in full force and effect, except as amended by this Second Amendment.

Executed as of the day and year ~~first above written~~witnessed by the signatures below.

By: _____

Beaverton, LLC, a Delaware LLC

STATE OF OREGON)
) ss.
County of Washington)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, as an authorized member of Beaverton, LLC, on behalf of said corporation.

Notary Public for Oregon
My Commission expires: _____

By: _____

Andy Duyck, Chairman Board of Commissioners
Washington County, Oregon

STATE OF OREGON)
) ss.
County of Washington)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by
Andy Duyck as Chairman Board of Commissioners of Washington County, Oregon, on behalf of said county.

Notary Public for Oregon
My Commission expires: _____

EXHIBIT A
Subject Property

Lots 1, 3, and 14 and Tracts "B", "C", and "D" of the "Tektronix Business Park"
Plat recorded as Document Number 99043637 in Plat Book 123, Pages 43-52 of
Washington County, Oregon

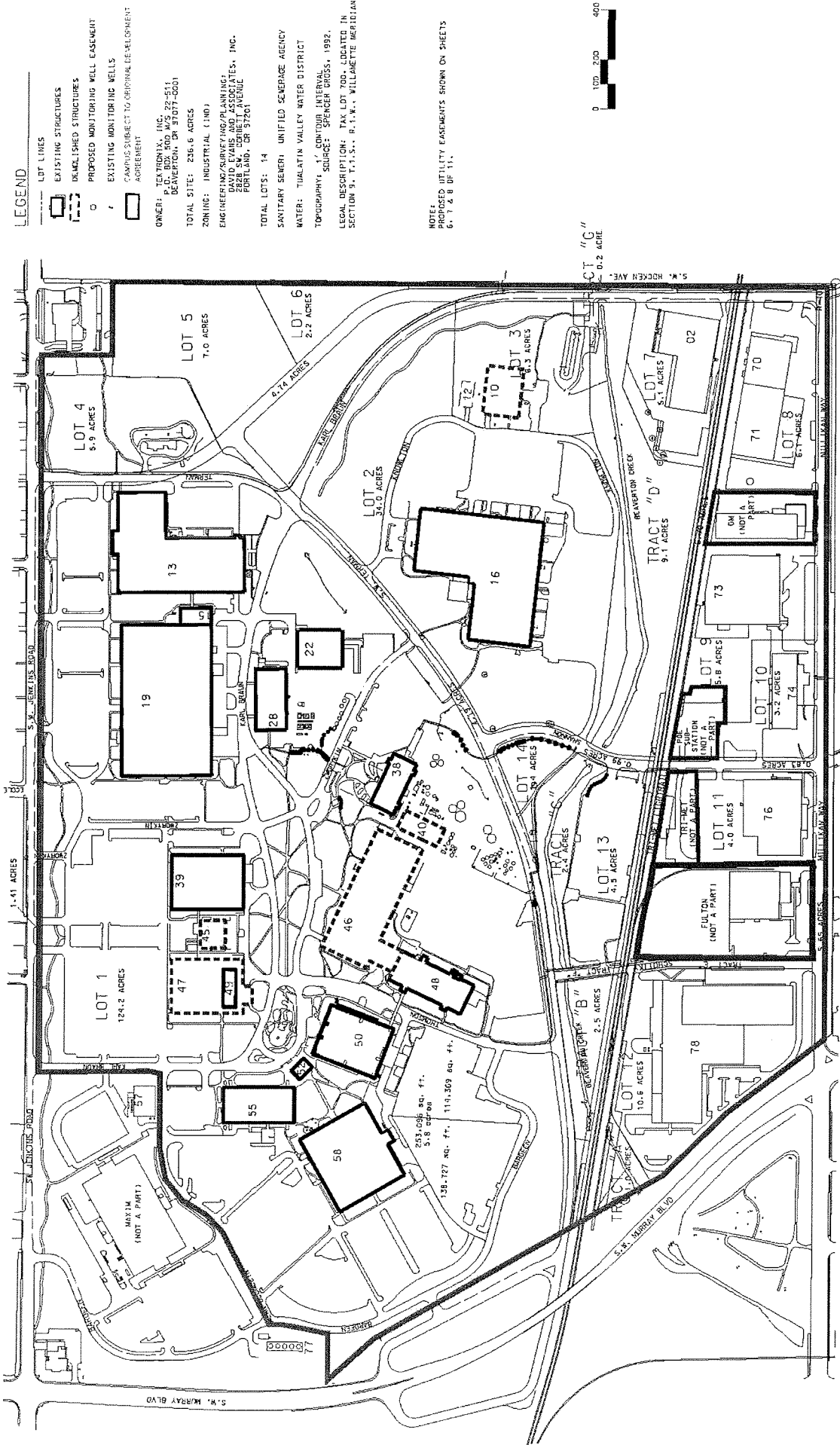


Exhibit C
Street Improvement Projects

Street	Improvement	ROW Width	Funding	TIF-TDI Credits ¹	Timing
1. Jenkins Road	a. Widen to 3 lanes w/curbs, sidewalks & bike lanes, add traffic light.	Total 98' ROW. Tektronix to dedicate 51' south from centerline or 45' plus 6' sidewalk/utility easement along existing frontage.	County, State & Tektronix. Tektronix share is \$250K and participation in IOF grant.	\$250K plus IOF funding.	Complete by 12/31/00- <u>COMPLETED</u>
2. Murray Overpass	a. Widen to 4 lanes	Existing ROW adequate.	Federal, State, County.	None	Complete by 12/31/01- <u>COMPLETED</u>
3. Millikan Way (Murray Blvd. to Hocken Avenue)	a. Widen to 3 lanes w/curbs, sidewalks & bike lanes.	Tektronix to dedicate 80' ROW with provision for additional 18' if 5 lanes in County Transportation Plan update.	County	None	Schedule to be determined by County. N/A - Millikan Way annexed into City of Beaverton (Ordinance #4340)
4. Millikan Way Extension (Hocken Avenue to Cedar Hills Blvd.)	a. Create new 3 lane connection to Cedar Hills Blvd.	To be determined and acquired by County.	County MSTIP3	None	Complete by 12/31/03- <u>COMPLETED</u>
5. Hocken Extension (Hall Ext Blvd. to Jenkins Road)	a. Interim Standards (2 lanes, with ditches, gravel shoulders and turn lanes as necessary. b. Upgrade to urban standards (curbs, sidewalks, landscaping) c. Future widening (if street becomes a major collector or arterial due to Hall Street Extension Blvd.).	Tektronix to dedicate 52' ROW	Tektronix	None	Later of 12/31/01 or 12 months after completion of Jenkins widening- <u>COMPLETED</u>
			Tektronix	If greater than minor collector standard	When adjacent property develops- Each side responsible for 1/2 width improve- <u>COMPLETED</u>
			County or City of Beaverton.	None	Schedule to be determined by County/City of Beaverton. N/A - Hocken Street annexed into City of Beaverton (Ordinance #4181)

abcd proposed additions
abced proposed deletions

Exhibit C
Street Improvement Projects

Street	Improvement	ROW Width	Funding	TF-TDT Credits ¹	Timing
6. Hocken Avenue Extension (Millikan Way to Hall Ext. Blvd.)	a. Upgrade to urban current City of Beaverton road standards	Tektronix Beaverton LLC to dedicate 52' ROW.	Tektronix Beaverton LLC	TDI ¹ If greater than minor collector standard	When adjacent property subject to this Development Agreement redevelops (only parcels <u>1S109DB00100 and 1S1090001400</u> remain in the county and subject to the Development Agreement as amended)
7. Shannon Road	a. Re-open road and add sidewalk along west side. Upgrade to County urban Local street standards, unless the County Engineer approves a Design Exception pursuant to Chapter 2 of the County's Road Design and Construction Standards, including a sidewalk on Shannon Road frontage of Lot 14 (tax lot <u>1S109CA00100</u>) and Tract C - (sidewalk to replace existing asphalt path along west side of Shannon Road).	Tektronix Beaverton LLC to dedicate 60' ROW.	Tektronix Beaverton LLC	TDI ¹ None	Completed When adjacent property (tax lot <u>1S109CA00100</u>) develops
8. Terman Road (Hocken Ext. Avenue to Shannon Road)	a. Add sidewalks along northwest side and connect to Hocken Road Avenue.	Tektronix to dedicate 52' ROW.	Tektronix	None	Complete by 12/31/00. COMPLETED
	b. Upgrade to County urban C-2 Collector standards, unless the County Engineer approves a Design Exception pursuant to Chapter 2 of the County's Road Design and Construction Standards. (option to substitute wide sidewalk on one side). (a minimum eight (8) foot wide sidewalk along the north side of Terman Road may substitute for a standard width sidewalk on the south side).	Tektronix Beaverton LLC	Tektronix Beaverton LLC	TDI ¹ None	When development of lots subject to the original Development Agreement, except Lot 2, causes trips to exceed 1,763 (Weekday AM Peak Hour) and 1,808 (Weekday PM Peak Hour) trips exceeds 25% of 1998 levels.

abcd proposed additions
abced proposed deletions

Exhibit C
Street Improvement Projects

Street	Improvement	ROW Width	Funding	TIF-TDT Credits	Timing
9. Terman Road (Shannon Road to Murray Blvd.)	<p>a. Add sidewalk along north side</p> <p>b. Upgrade to County urban C-2 Collector standards, unless the County Engineer approves a Design Exception pursuant to Chapter 2 of the County's Road Design and Construction Standards (a minimum eight (8) foot wide sidewalk along the north side of Terman Road may substitute for a standard width sidewalk on the south side).</p>	<p>Tektronix to dedicate 52' ROW</p> <p><u>Tektronix Beaverton LLC</u></p>	<p>Tektronix</p> <p><u>Tektronix Beaverton LLC</u></p>	<p>None</p> <p><u>TDT</u>¹</p>	<p>COMPLETED</p> <p>When development of lots subject to the original Development Agreement, except Lot 2, causes trips to exceed 1,763 (Weekday AM Peak Hour) and 1,808 (Weekday PM Peak Hour) trips exceeds 25% of 1998 levels.</p>
10. Jenkins Road Right Turn Lane	<p>a. Add right-turn lane eastbound (Jenkins Road southbound to Hocken Avenue)</p> <p>b. Dedicate no more than nine (9) feet of additional right-of-way along the south side of Jenkins Road along the street frontage of Lot 1 if Jenkins Road is reclassified to a 5-lane Arterial in the County Transportation Plan (TSP). If Jenkins Road is reclassified to a 5-lane Arterial in the TSP, County will pursue adding it to the TDT list</p>	<p><u>Beaverton LLC</u></p> <p>Beaverton LLC to dedicate no more than nine (9) feet of additional of right-of-way</p>	<p><u>Beaverton LLC</u></p> <p><u>Beaverton LLC</u></p>	<p><u>TDT</u>¹</p> <p><u>TDT</u>¹</p>	<p>When development of Lots 1, 3 and 14 generates more vehicle trips than would be attributed to said lots based on the current ITE Trip Category for 2,934,259 square feet of General Light Industrial uses (Exhibit D)</p> <p>When development of Lots 1, 3 and 14 generates more vehicle trips than would be attributed to said lots based on the current ITE Trip Category for 2,934,259 square feet of General Light Industrial uses (Exhibit D)</p>

abcd proposed additions
abced proposed deletions

¹ In 2008, registered county voters approved Ballot Measure 34-164 replacing the Traffic Impact Fee (TIF) with the Transportation Development Tax (TDT). Improvements, including right-of-way dedication, are creditable to the extent allowed by the TDT Ordinance. All future Campus development subject to this Agreement shall be assessed the TDT rate for ITE Manual Category "GENERAL LIGHT INDUSTRIAL".

EXHIBIT D
Inventory of Existing Buildings ¹
and Building Square Footage ²

Parcel ³	Building	Current Usage	Gross Square Footage ⁴
Lot 1	13	Manufacturing/Office	153,969
	15	Cafeteria	7,903
	19	Manufacturing	220,354
	22	Facilities	38,620
	28	Utilities	34,976
	38	Meeting Space/Office	61,354
	39	Office	126,083
	48	Office	137,588
	49	Fitness Center	7,333
	50	Office/R&D	234,650
	52	Retail (Starbucks)	3,376
	55	Office	81,688
	58	Office/Manufacturing	209,634
		Subtotal:	1,317,528
Lot 2 ⁵	16	Manufacturing/Employee Retail Store	249,921
Lot 3		Vacant land	0
Lots 4, 5 & 6		Retail (Lot 5 is vacant) ⁶	92,768
Lot 7	2	Manufacturing/Warehouse	76,947
Tract G		Pump Station	528
Lot 8	70/71	Warehouse/Office	109,115
Lot 9	73	Manufacturing	101,692
Lot 10	74	Office/Studio	29,358
Lot 11	76	Office/Warehouse	65,290
Lot 12	78	Auto. Warehouse/Office	280,663
Lot 13		Vacant (TriMet Park & Ride)	0
Lot 14		Vacant land	0
		Subtotal:	1,006,282
Total - Building Square Footage:			2,323,810

NOTES:

- 1 Lots 4 through 13 were annexed into the City of Beaverton and no longer part of the current "Tektronix Campus"
- 2 Existing building square footages as of July 20, 2012
- 3 Lots 4-13 were annexed into the City of Beaverton along with Hocken Road and Millikan Way ROW
- 4 Reflects Buildings 10 (29,926 sq ft), 40 (21,405 sq ft), 45 (8,586 sq ft) and 46 (211,241 sq ft), all located on Lot 1, demolished in 2004 and Buildings 12, (a portion of) 38, 47, 74*, and 76* (combined 195,000 sq ft) demolished or sold between 1998 and January 2004
* Buildings 74 and 76 were sold and no longer part of the "Tektronix Campus"
- 5 Lot 2 is owned by Nike, LLC and not included in the Development Agreement
- 6 Lots 4, 5 & 6 are owned by CE John and are no longer part of the "Tektronix Campus"

