



PROPOSED LAND USE ORDINANCE NO. 868
Individual and General Notice 2020-05
July 24, 2020

The Washington County Planning Commission and Board of Commissioners (Board) will soon consider proposed **Ordinance No. 868**. 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 Long Range Planning at 503-846-3519 or lutplan@co.washington.or.us.

ORDINANCE PURPOSE AND SUMMARY:

Ordinance No. 868 would update the Development Agreement between Beaverton LLC, a wholly owned subsidiary of Tektronix, Inc, and Washington County.

Who is Affected

Beaverton LLC, a wholly owned subsidiary of Tektronix, Inc.

What Land is Affected

Properties on the Tektronix campus owned by Beaverton LLC.

PUBLIC HEARING INFORMATION/LOCATION:

Hearings are in the auditorium of the
Charles D. Cameron Public Services Building, 155 N. First Ave., Hillsboro

Planning Commission

6:30 p.m.

Aug. 19, 2020

Board of Commissioners

10 a.m.

Sept. 15, 2020

Planning Commission and Board meetings may be conducted virtually on Zoom. Check one week prior to the meeting date for meeting location details.

At its Sept. 15 public hearing, the Board may choose to adopt the ordinance, make changes to it, continue the hearing to a future date, or reject the ordinance. If adopted Sept. 15, it would become effective Oct. 15, 2020.

KEY PROVISIONS:

The Development Agreement between Beaverton LLC, a wholly owned subsidiary of Tektronix, Inc, and Washington County was initially adopted in 1998 and has been amended three times since its initial adoption.

Ordinance No. 868 would update the Development Agreement to:

- Amend the right-of-way requirements associated with the Development Agreement to be consistent with the current road standards.
- Add the Beaverton Creek Trail to the list of street improvement projects associated with the Development Agreement.
- Adjust the campus buildings' square footage inventory to match the actual building square footages.
- Clarify the applicable development standards.
- Extend the effective term of the Development Agreement to Nov. 30, 2027.

AFFECTED LAND USE PLANNING DOCUMENTS:

Development Agreement between Washington County, Oregon and Beaverton, LLC, a wholly owned subsidiary of Tektronix, Inc.

HOW TO SUBMIT COMMENTS:

Washington County remains committed to broad community engagement and transparency of government and during the COVID-19 pandemic will host virtual meetings on Zoom.

Advance registration is required to provide testimony on agenda items or additional communication at designated times

For Planning Commission registration and contact information, please visit the Planning Commission webpage: <https://www.co.washington.or.us/PlanComm>

For Board registration instructions and contact information, please visit the How to Testify webpage: <https://www.co.washington.or.us/BOC/Meetings/How-to-Testify.cfm>

- Submissions for oral or written testimony, including email must be received at least 24 hours prior to the meeting date.
- Include the author's name and address with any public testimony.

Staff Contacts:

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Suzanne Savin, Senior Planner, Suzanne_savin@co.washington.or.us, 503-846-3963

During facility closures the ordinance is available for review on the Land Use Ordinances webpage: www.co.washington.or.us/landuseordinances

Once facilities are re-opened, the ordinance will be available for review at the following locations:

- Department of Land Use & Transportation
- Cedar Mill Community Library and Tigard Public Library
- Community Participation Organizations (CPOs), call 503-846-6288

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

ORDINANCE 868

An Ordinance Relating to the Adoption of the Amended and Restated Development Agreement Between Washington County, Oregon and Beaverton, LLC

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

SECTION 1

A. The Board recognizes that a “Development Agreement Between Washington County, Oregon and Tektronix, Inc.” was adopted by the Board as Ordinance 530 on October 27, 1998, under the provisions of ORS 94.504 to 94.528. By its terms, the agreement was set to expire on March 22, 2006. On October 4, 2005, the Board adopted Ordinance 647 which extended the effective date of the agreement to November 2, 2012. On December 22, 2011, Tektronix, Inc. transferred the property subject to the development agreement to its wholly owned subsidiary, Beaverton, LLC. The effective date was extended a second time when the Board adopted Ordinance 752 on October 2, 2012. Under the provisions of Ordinance 752, the development agreement was set to expire on November 2, 2019. On October 1, 2019, the Board adopted Ordinance 860 to extend the effective date to December 1, 2020.

B. The Board recognizes that it is in the mutual best interests of the parties to set forth comprehensively the terms of the Development Agreement in light of the multiple iterations of the agreement and changed circumstances. The Board recognizes that such

1 changes are necessary from time to time for the benefit and welfare of the residents of
2 Washington County, Oregon.

3 C. Under the provisions of Washington County Charter Chapter X, the
4 Department of Land Use and Transportation has carried out its responsibilities, including
5 preparation of notices, and the County Planning Commission has conducted one or more
6 public hearings on the proposed amendments and has submitted its recommendations to the
7 Board. The Board finds that this Ordinance is based on those recommendations and any
8 modifications made by the Board are a result of the public hearings process.

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

15 SECTION 2

16 The following exhibit, attached hereto and incorporated herein by reference, fully
17 restates, supersedes and replaces in its entirety the original "Development Agreement
18 Between Washington County, Oregon and Tektronix, Inc." as follows:

19 A. Exhibit 1 (23 pages), "Amended and Restated Development Agreement
20 Between Washington County, Oregon, and Beaverton, LLC."

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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
15 or sections, and making any technical changes not affecting the substance of these
16 amendments as necessary to conform to the Washington County Comprehensive Plan format.

17 SECTION 7

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

19 ENACTED this _____ day of _____, 2020, being the _____ reading
20 and _____ public hearing before the Board of County Commissioners of Washington
21 County, Oregon.

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BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

CHAIR KATHRYN HARRINGTON

RECORDING SECRETARY

READING

PUBLIC HEARING

First _____
Second _____
Third _____
Fourth _____
Fifth _____

First _____
Second _____
Third _____
Fourth _____
Fifth _____

VOTE: *Aye*: _____

Nay: _____

Recording Secretary: _____ Date: _____

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT
between
Washington County, Oregon and Beaverton, LLC

This Amended and Restated Development Agreement (“Agreement”) is made and entered into this ___ day of _____, 2020, between WASHINGTON COUNTY, OREGON, a political subdivision of the State of Oregon (“County”) and BEAVERTON, LLC, a Delaware LLC (“Beaverton, LLC”), pursuant to ORS 94.504 to 94.528 for the purpose of assuring long-term planning and development goals associated with development of the Tektronix, Inc. campus, including permitted uses, required fees and exactions and responsibilities for providing infrastructure and services in connection with development of the Campus during the Agreement period. This Agreement amends, fully restates, and supersedes and replaces in its entirety with respect to rights and obligations accruing on and after the date of this Agreement that certain development agreement between the parties dated October 27, 1998 (Ordinance 530) as subsequently amended on November 3, 2005 (Ordinance 647); November 2, 2012 (Ordinance 752); and October 31, 2019 (Ordinance 860) (collectively, the “Prior Development Agreement”).

RECITALS

A. The subject of this Agreement is the development of certain parcels of land, consisting of approximately 140 acres, located generally between Southwest Hocken Avenue, Southwest Millikan Road, Southwest Murray Boulevard and Southwest Jenkins Road, Washington County, described in Exhibit A and shown on the site plan attached hereto as Exhibit E (“Campus”), attached hereto and incorporated by reference.

B. In 1998, the County and Tektronix, Inc. (“Tektronix”) initiated a cooperative effort to promote orderly growth and development of the area and to establish the obligations and responsibilities of the County and Tektronix in undertaking future development of the Campus, including the subdivision and master planning of the Campus. At the same time, but on a separate permitting timeline, Tektronix pursued a Subdivision and Master Plan for the Campus through Casefile 98-596-D(IND)/S/PD/DHA/DFR (the “Master Plan”).

C. On October 27, 1998, the County and Tektronix, entered into a development agreement intended to provide certainty for future redevelopment of the Campus, which would preserve the flexibility to add to, improve, or change the Campus quickly to respond to business opportunities. The Washington County Board of Commissioners (“Board”) adopted the development agreement as Ordinance 530 on October 27, 1998 (the “Original Agreement”). The Original Agreement was set to expire on March 22, 2006, seven (7) years after its effective date as set forth therein.

D. In conjunction with the Original Agreement, Washington County agreed to provide certain infrastructure improvements to serve Tektronix’s redevelopment of the Campus. These improvements, along with certain improvements to be made by Tektronix, were intended

to be adequate to support the needs of the Campus. The County would benefit from the certainty as to the improvements necessary to support redevelopment of the Campus.

E. On March 24, 1999, the County approved the Master Plan.

F. The Master Plan's infrastructure improvement conditions of approval were consistent with the Original Agreement. Tektronix and its assigns voluntarily agreed to make these public improvements and dedications in order to gain certainty and benefits under the Original Agreement. In addition, the Original Agreement was intended to vest Tektronix's right to develop the Campus in accordance with the then existing law and to define and limit the conditions of development approval by the County and its successors for development. Subsequent amendments to the Original Agreement (detailed below), and this Agreement, reiterated the parties' objectives, as summarized in this Recital.

G. On October 4, 2005, the 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 Original Agreement for an additional seven (7) years. Ordinance 647 became effective on November 3, 2005 and was set to expire on November 3, 2012.

H. On December 22, 2011, Tektronix transferred title and all rights to its then owned property subject to the Original Agreement as amended by the First Amendment to Beaverton, LLC, a wholly owned subsidiary of Tektronix.

I. On October 2, 2012, the Board adopted Ordinance 752, entitled "Second Amendment and Restatement of the Development Agreement Between Washington County, Oregon, and Beaverton, LLC" ("Second Amendment"). Ordinance 752 extended the Original Agreement as amended by the First Amendment for an additional seven (7) years. Ordinance 752 became effective on November 2, 2012 and was set to expire on November 2, 2019.

J. On October 1, 2019, the Board adopted Ordinance 860 to extend the Original Agreement as amended by the First Amendment and Second Amendment, entitled "An Ordinance Amending the Tektronix, Inc. Development Agreement to Extend the Effective Term to November 30, 2020" ("Third Amendment"). Ordinance 860 became effective on October 31, 2019 and is set to expire on November 30, 2020.

K. Since the effective date of the Original Agreement, Beaverton, LLC has sold Lots 2 through 13, as depicted on the site plans attached as Exhibits B and E. These lots are no longer subject to the Agreement. Additionally, some building square footage has been added or reduced on Lot 1. The total building square footage existing on July 15, 2020, the date Ordinance 868 was filed, is set forth in Exhibit D. Finally, some of the previously contemplated street improvement projects or dedications have been completed, as set forth in Exhibit C.

L. The County and Beaverton, LLC (each a “party” and collectively, the “parties”) have agreed that it is in their mutual best interest to extend the term of the Prior Development Agreement for an additional seven (7) years.

M. The parties now desire to make the changes necessary to update the Prior Development Agreement, as amended by the First Amendment, Second Amendment and Third Amendment, to extend its term, and to clarify the parties’ remaining obligations and the timing of those obligations, all on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises and performance obligations of each party set out in this Agreement, the County and Beaverton, LLC hereby agree to the following terms and conditions.

1. Effective Date and Term of Agreement.

This Agreement shall be effective following adoption of the County ordinance approving this Agreement 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. 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 of this Agreement.

2. Conditions to Parties’ Obligations.

This section has been intentionally deleted.

3. Permitted Uses and Vested Code.

3.1 For purposes of the vesting protection granted by this Agreement, the applicable law shall be Sections 201, 320, 381, 404, 431, 605 and certain other sections of Article IV of the Washington County Community Development Code (“CDC”) in effect on September 1, 1998 (the “Vested CDC”), including but not limited to those referenced in Sections 4 and 10 of this Agreement. The Vested CDC and the Original Agreement are hereby incorporated into this Agreement. In the event of any conflict between the terms, restrictions and requirements of the Original Agreement and this Agreement, the provisions of this Agreement shall control.

3.2 Beaverton, LLC shall establish and continue such uses on the Campus at the densities, intensity of use, heights and building sizes as are allowed by the applicable provisions of the Vested CDC, the CDC and any land use approvals granted thereunder. Beaverton, LLC and its successors and assigns shall be allowed to use the Campus, or any part of the Campus, for the uses allowed under the Industrial zoning under Vested CDC 320-2 through 320-4 and the

uses allowed under the TO-EMP zoning of Vested CDC 375-4, subject to any prohibition on uses contained in Vested CDC 320-5 (Industrial District Prohibited Uses), Vested CDC 381-8 (Interim Light Rail Station Area Overlay District Prohibited Uses), and Vested CDC 375-5 (Transit Oriented Districts Prohibited Uses for the TO-EMP District). These use allowances include, but are not limited to manufacturing, research and development, engineering, marketing, warehousing, administration and other uses related to measurement, color printing and video businesses and all other businesses that are part of Beaverton, LLC's portfolio. The intensity of uses and size of structures shall be as set forth in Section 4. Subject to the provisions and conditions of this Agreement, the County grants Beaverton, LLC and its assigns and successors a vested entitlement to develop the Campus as provided herein. These use limitations do not preclude other uses allowed through change of zoning regulations or through additional permits or agreements.

4. Density or Intensity of Uses; Height of Structures.

Any development on Lot 1 during the period of this Agreement shall be subject to the following standards, notwithstanding the content of any applicable zoning or development ordinance:

4.1 Any minimum lot area, minimum average lot width, minimum average lot depth, minimum building height, coverage or setback requirements or building orientation and public access requirement shall be specified in the Master Plan.

4.2 The maximum building height is 100 feet for Lot 1, or as amended by any future planned development requests.

4.3 Floor area ratios shall be satisfied through buildout of the approved Master Plan. The floor area ratio shall be a minimum of .5 FAR within 1300 feet of the Millikan Way light rail station platform and .35 FAR beyond 1300 feet of the Millikan Way light rail station platform.

4.4 The exemption from development standards provided by Vested CDC 381-12A shall continue to apply to properties north of the light rail tracks after transfer of ownership. Except as provided in the Master Plan, any provision in a development or zoning ordinance creating standards for building orientation, lot area, yard requirements, location of off-street parking, circulation and access, and maximum amount of parking, including, but not limited to the provisions of Vested CDC 431, shall not apply to development on Lot 1 during the period of this Agreement.

4.5 Development on Lot 1 shall be deemed consistent with any requirement of CDC Article V relating to transportation (public facilities standards for development) so long as the improvements required by this Agreement are built or secured.

4.6 Any land use development standard or requirement, not mandated or exempted by this Agreement, shall be set forth in the Master Plan.

4.7 A building or buildings approved in the Master Plan of at least 2,100,000 square feet of floor area on Lot 1 shall be allowed.

5. Master Plan.

Beaverton, LLC and its successors and assigns may site and construct structures and other improvements on the Campus as set forth in the approved Master Plan, including as amended by any future planned development requests.

6. Infrastructure Improvements and Dedications.

6.1 The parties agree that the development vested under Sections 3, 4, and 5 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 (“ROW”) width agreed to by the parties. In addition, Exhibit C sets forth the method of funding the improvement and identifies whether Transportation Development Tax (“TDT”) credits may be available to Beaverton, LLC 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, LLC and its successors and assigns in accordance with the requirements and completion dates set forth on Exhibit C. Any development on Lots 1 or 14 may be conditioned with respect to transportation improvements only in accordance with the improvements required to be completed as of the time of application for that development, as set forth in Exhibit C. As detailed in Exhibit C, the amount of additional ROW noted for each improvement reflects the County road standard. However, the amount of ROW needed may be reduced in the future if the parties (or their successors and assigns) so agree, with the intent that impacts on the development potential of the adjacent property should be considered and the minimum amount of ROW will be required. The final ROW width up to the maximum amount listed in Sections 6.1.1-5 and Exhibit C is to be determined at the time of development as specified in the “timing” column of Exhibit C. As of the date of this Agreement, the following improvements set forth in Exhibit C remain to be completed.

6.1.1 Item 7, Shannon Place. Upgrade the western half of street to County urban Collector 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 Place frontage of Lot 14 (tax lot 1S109CB00500) and Tract C - (sidewalk to replace existing asphalt path along west side of Shannon Place). Dedicate no more than seven (7) feet of additional ROW.

6.1.2 Item 8.b, Terman Road (Hocken Avenue to Shannon Place). Upgrade the northern half of street 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.). Dedicate no more than eleven (11) feet of additional ROW.

6.1.3 Item 9.b, Terman Road (Shannon Place 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.) Dedicate no more than eleven (11) or twenty-two (22) feet of additional ROW, subject to future determinations regarding creek constraints.

6.1.4 Item 10.a. Jenkins Road Right Turn Lane (Eastbound Right Turn Lane at Hocken Avenue), unless a future traffic impact analysis ("TIA") demonstrates the improvement is not needed. Dedicate as determined by Item 10.b.

6.1.5 Item 10.b. Jenkins Road. Dedicate no more than twenty-one (21) feet of additional ROW along the south side of Jenkins Road along the street frontage of Lot 1, unless a future TIA supports that a reduced dedication is sufficient.

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

6.2.1 For Lot 1: An additional square footage of 616,858 square feet in excess of the existing square footage of 1,311,119 on July 15, 2020.

6.2.2 A TIA can be pursued in the future to limit the improvements required on Jenkins Road, as set forth in Items 10.a and 10.b.

6.3 Beaverton, LLC and its successors and assigns may reallocate the assortment of building square footage set forth in Section 6.2.1 among the lots described in Exhibit A and shown on Exhibit E. Subsequent land division or amendment to the Master Plan does not alter this reallocation right. Such reallocation of building square footage is allowed among new and existing lots, even if the Campus is further divided through a land division or the Master Plan is amended.

6.4 Tualatin Hills Park & Recreation District ("THPRD") desires to locate a trail across the Campus. The parties are supportive of a trail. The parties recognize that Beaverton, LLC will work in good faith to reach mutually agreeable terms with THPRD as to the trail.

7. Fees and Charges.

Except as set forth below, Beaverton, LLC and its successors and assigns shall pay all required systems development charges, TDT, 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, shall be required for the first 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 and its successors and assigns shall receive the TDT credits for the remaining public improvements listed in Exhibit C to the extent allowed by the Transportation Development Tax Ordinance. County will pursue adding Jenkins Road, Terman Road, and Shannon Place improvements to TDT Project List.

7.3 When the County assesses the TDT, the County shall recognize building square footages in existence on the Campus inventoried in Exhibit D and shall use the “General Light Industrial” ITE Category. Building square footage reduced or eliminated as a result of building removal shall 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 to the extent allowed by the Transportation Development Tax Ordinance.

7.5 Beaverton, LLC 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.

8. Continuing Effect of Agreement.

8.1 In the case of any change in regional policy or federal or state law or other change in circumstance which renders compliance with the Agreement impossible or unlawful, the parties will attempt to give effect to the remainder of the Agreement, but only if such effect does not prejudice the substantial rights of either party under the Agreement. If the substantial rights of either party are prejudiced by giving effect to the remainder of the Agreement, then the parties shall negotiate in good faith to revise the Agreement to give effect to its original intent. If the parties fail to agree to an amended Agreement within ninety (90) days of the commencement of negotiations, then either party may request that an arbitrator give an equitable effect to the remainder of the Agreement, and the Agreement shall thereafter be amended pursuant to the

order of the arbitrator. If, because of a change in policy, law or circumstance, the Agreement fails of its essential purpose (vesting of allowed uses and limitations on development conditions; fees and exactions in exchange for construction of infrastructure improvements), then the parties shall be placed into their original position to the extent practical. As used herein, however, “change in circumstance” does not include changes in local government land development or land division regulations. It is the intent of this Agreement to vest development rights and conditions, including but not limited to the permitted uses, density and intensity of uses, infrastructure improvements and fees and charges as set for in Sections 3, 4, 5, 6 and 7, notwithstanding any change in local ordinance or policy. To the extent any local rule, ordinance, regulation or policy is adopted on a jurisdiction-wide basis, and is not inconsistent with the vested development rights and conditions, the local rule, ordinance, regulation or policy shall be applicable.

8.2 In the case that the Campus property or any portion thereof is annexed into the city limits of an incorporated city, this Agreement shall no longer affect the annexed territory, except for the vested entitlement to develop the Campus for particular land uses granted in Section 3 and the limitation on transportation study or improvements as a condition of development set forth in Section 6.2.

9. Assignability of Agreement.

This Agreement shall be fully assignable, in whole or in part, by either party and shall bind and inure to the benefit of the parties and their respective assigns and successors. If any lot of the Campus is sold, the rights and interests of Beaverton, LLC under this Agreement shall inure to the benefit of the purchaser. The transfer of any property subject to this Agreement shall relieve Beaverton, LLC of all further obligations under this Agreement as those obligations pertain to or are proportionally allocable to the property transferred.

10. Future Discretionary Approvals.

10.1 Consistent with the above provisions, County agrees to cooperate with Beaverton, LLC in securing the necessary permits and approvals for the development specified herein. The following discretionary approvals, including amendments to prior approvals, may be required:

10.1.1 Master plan and planned development approval pursuant to the terms, restrictions and requirements set forth in Vested CDC 404;

10.1.2 Subdivision approval pursuant to the terms, restrictions and requirements set forth in Vested CDC 605; and

10.1.3 Development permit approval pursuant to the terms, restrictions and requirements set forth in Vested CDC 201.

10.2 The discretionary approvals or amendments shall be processed under the standards, procedures and timelines established by the Vested CDC in effect on September 1, 1998. In the event of any conflict between the terms, restrictions and requirements of Vested CDC 404, 605 and 201 or other portions of the Vested CDC affecting the development or division of the Campus property, and this Agreement, the provisions of this Agreement shall control.

11. Default; Remedy.

11.1 Default/Cure. The following shall constitute defaults on the part of a party:

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

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

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

12. Amendment or Termination of Agreement.

This Agreement may be amended or terminated only in writing by and with the mutual consent of the parties and signed and delivered by all parties or their successors in interest or assigns. Any amendment of this Agreement which relates to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for the reservation or dedication of land, monetary contributions by Beaverton, LLC, 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 and the timing of street improvement projects may be amended without a public hearing. The

allocation of TDT credits may be allocated by Beaverton, LLC and its successors and assigns to the extent allowed by the Transportation Development Tax Ordinance.

13. Miscellaneous Provisions.

13.1 Notice. A notice or communication under this Agreement by either party shall be dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by either personal delivery or nationally recognized overnight courier (such as UPS or FedEx), and

13.1.1 In the case of a notice or communication to Beaverton, LLC, addressed as follows:

Tektronix, Inc.
Attn: Real Estate Director
14150 SW Karl Braun Dr.
Beaverton, OR 97077

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

Washington County Department of Land Use & Transportation
Attn: LUT Director
155 N. First Avenue, Suite 250
Hillsboro, OR 97124

or addressed in such other way in respect to a party as that party may, from time to time, designate in writing dispatched to the other party as provided in this section.

13.2 Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

13.3 Counterparts. This Agreement is executed in five (5) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same Agreement.

13.4 Waivers. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the party making the waiver. No waiver by County or Beaverton, LLC of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

13.5 Attorneys' Fees. In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

13.6 Time of the Essence. Time is of the essence of this Agreement.

13.7 Choice of Law. This Agreement shall be interpreted under the laws of the State of Oregon.

13.8 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or such a holiday.

13.9 Construction. In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

13.10 Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement is or becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

13.11 Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Washington County, or the United States District Court for the District of Oregon.

13.12 Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

13.13 Condition of County Obligations. All County obligations pursuant to this Agreement which require the expenditure of funds are contingent upon future appropriations by

the County as part of the local budget process. Nothing in this Agreement implies an obligation on the County to appropriate any such monies.

13.14 Compliance Review. The County may review the extent of good faith substantial compliance by Beaverton, LLC and its successors and assigns with the terms of this Agreement. That review shall occur no more frequently than every twelve (12) months during the term of this Agreement. This periodic review is limited in scope to compliance with the terms of this Agreement. The County shall provide notice to Beaverton, LLC prior to undertaking any such review. Beaverton, LLC shall be permitted an opportunity to be heard orally and in writing regarding its performance under this Agreement before the Board of County Commissioner's or the Planning Commission, if the matter is referred to the Commission. A finding by the County of good faith compliance by Beaverton, LLC with the terms of this Agreement shall be conclusive with respect to the performance of Beaverton, LLC during the period preceding the review. If the County takes no action within thirty (30) days following any final hearing on compliance review, Beaverton, LLC and its successors and assigns shall be deemed to have complied in good faith with the provisions of this Agreement.

13.15 Relationship of Parties. Each party to this Agreement is engaged in this transaction on its own behalf and not in an agency or other capacity as to any other party to this Agreement. The relationship between the parties shall not, on account of this Agreement or otherwise, be construed as an agency, employment, partnership, joint venture, or any other business relationship. The development improvements contemplated by this Agreement belong to and are the sole property of Beaverton, LLC. Beaverton, LLC and its successors and assigns are responsible for obtaining all professional occupation licenses and business registrations required by state or local law required for Beaverton, LLC to undertake and perform its obligations hereunder.

13.16 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties agree to cooperate in defending such action.

13.17 Enforced Delay, Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, epidemics, pandemics, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities (provided that as to delays or default in performance by the County such will not be excused or delayed on account of restrictions imposed or mandated by the County), enactment of conflicting regional, state or federal laws, executive orders, emergency or other declarations or regulations, new or supplementary environmental or other regulation, litigation or similar bases for excused performance which is not within reasonable control of the party to be excused.

13.18 No Third-Party Beneficiaries. County and Beaverton, LLC and their successors and assigns are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

13.19 Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges to which such other party is entitled hereunder.

13.20 Form of Agreement; Exhibits. This Agreement consists of fifteen (15) pages and five (5) exhibits. The exhibits are identified as follows:

<u>Exhibit A</u>	Legal description of the properties comprising the Campus subject to this Agreement.
<u>Exhibit B</u>	Site Plan for the Campus at the time of the Original Agreement.
<u>Exhibit C</u>	Street Improvement Projects showing the required street improvement, ROW width, funding source and allocation of responsibility to Beaverton, LLC, TDT credit eligibility and allocation, and required timing of when improvements must be completed (constructed).
<u>Exhibit D</u>	Inventory of Existing Campus Buildings and Building Square Footages.
<u>Exhibit E</u>	Campus map showing lots and tracts subject to the Agreement.

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

13.22 This Agreement fully and entirely amends, fully restates and supersedes and replaces in its entirety the Prior Development Agreement, with respect to the rights and obligations accruing on and after the date of this Agreement; provided that, except to the extent inconsistent with this Agreement, the rights and obligations accrued under the Prior Development Agreement survive according to their terms. In the event of any inconsistency or

ambiguity between the terms of this Agreement and the terms of the Prior Development Agreement, this Agreement shall govern.

Executed as of the day and year witnessed by the signatures below.

John Gardner, Vice President & CFO

By: _____
Beaverton, LLC

Kathryn Harrington, Chair,
Washington County Board of
Commissioners

By: _____
Washington County, Oregon

STATE OF OREGON)
) ss.
County of Washington)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as an authorized member of Beaverton, LLC, a Delaware LLC, on behalf of said LLC.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Washington)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of Washington County, Oregon, on behalf of said county.

Notary Public for Oregon
My Commission expires: _____

EXHIBIT A

SUBJECT PROPERTY

Lots 1 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 B

CAMPUS SITE PLAN

Ordinance No. 868
Exhibit 1
July 15, 2020
Page 17 of 23

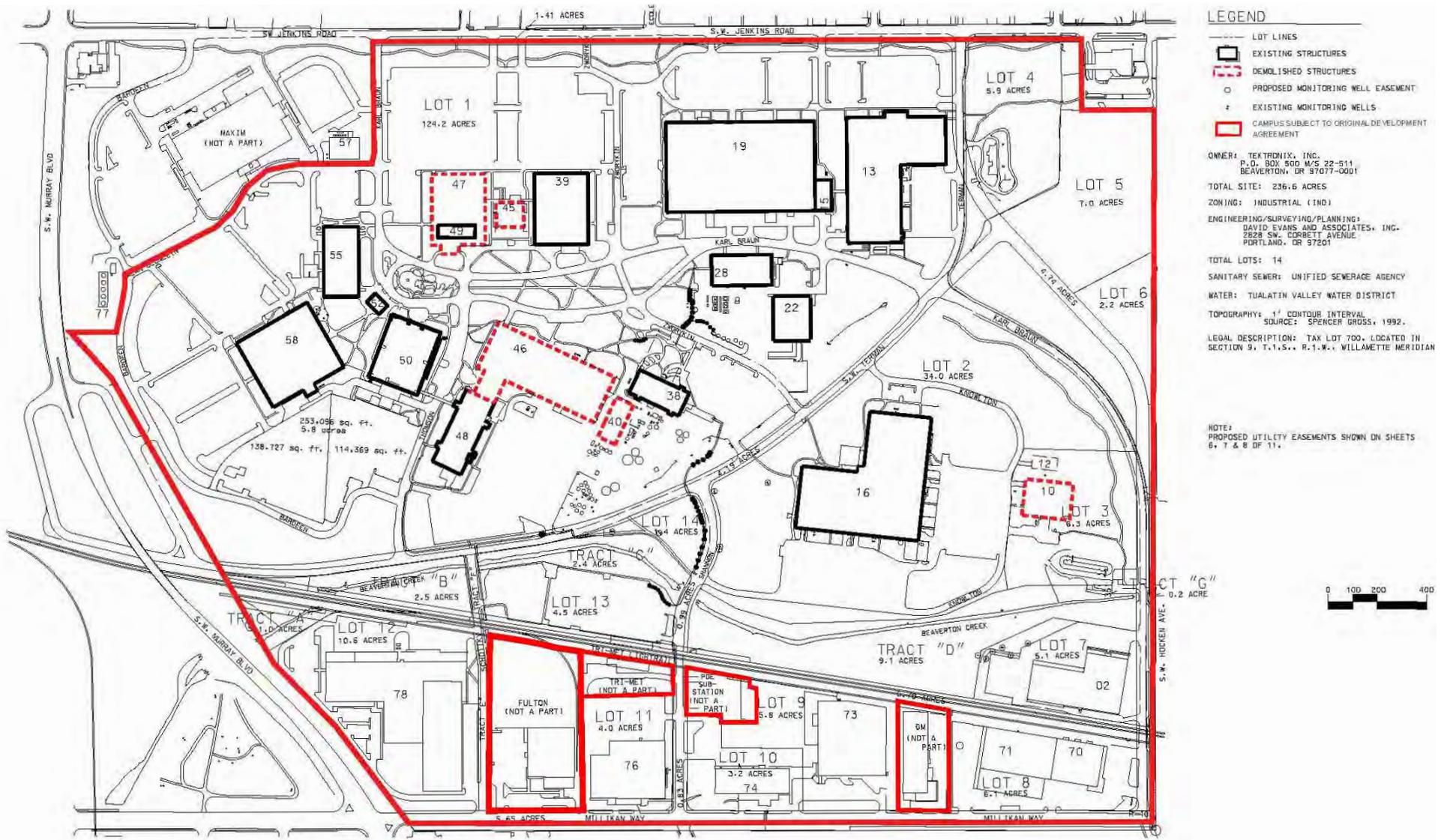


EXHIBIT C

STREET IMPROVEMENT PROJECTS

Street	Improvement	ROW Width	Funding	TDT Credits	Timing
1. Jenkins Road	a. Widen to 3 lanes w/curbs, sidewalks & bike lanes, add traffic light.	Total 98' ROW. Beaverton, LLC to dedicate 51' south from centerline or 45' plus 6' sidewalk/utility easement along existing frontage.	County, State & Beaverton, LLC. Beaverton, LLC share is \$250K and participation in IOF grant.	\$250K plus IOF funding.	COMPLETED
2. Murray Overpass	a. Widen to 4 lanes.	Existing ROW adequate.	Federal, State, County	None	COMPLETED
3. Millikan Way (Murray Blvd. to Hocken Avenue)	a. Widen to 3 lanes w/curbs, sidewalks & bike lanes.	Beaverton, LLC to dedicate 80' ROW with provision for additional 18' if 5 lanes in County Transportation System Plan (TSP) update.	County	None	N/A – Millikan Way annexed into City of Beaverton (Ordinance No. 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 MSTIP 3	None	COMPLETED
5. Hocken Extension (Hall Blvd. to Jenkins Road)	a. Interim Standards (2 lanes, with ditches, gravel shoulders and turn lanes as necessary).	Beaverton, LLC to dedicate 52' ROW.	Beaverton, LLC	None	COMPLETED
	b. Upgrade to urban standards (curbs, sidewalks, landscaping).		Beaverton, LLC	If greater than minor collector standard.	COMPLETED
	c. Future widening (if street becomes a major collector or arterial due to Hall Blvd.).	Additional ROW acquired by County or City of Beaverton.	County or City of Beaverton	None	N/A – Hocken Street annexed into City of Beaverton (Ordinance No. 4181).

Street	Improvement	ROW Width	Funding	TDT Credits	Timing
6. Hocken Avenue (Millikan Way to Hall Blvd.)	a. Upgrade to current City of Beaverton road standards.	Beaverton, LLC to dedicate 52' ROW.	Beaverton, LLC	TDT ⁱ	COMPLETED
7. Shannon Place	a. Upgrade the western half street to County urban Collector 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 Place frontage of Lot 14 (tax lot 1S109CA00100) and Tract C – (sidewalk to replace existing asphalt path along west side of Shannon Place).	Sixty (60) feet already dedicated; seven (7) additional feet needed. ⁱⁱ	Beaverton, LLC	TDT ⁱ	When adjacent property (tax lot 1S109CA00100) (Lot 14) develops and only if this segment of Shannon Place is included in the County TDT Project List.
8. Terman Road (Hocken Avenue to Shannon Place)	a. Add sidewalks along northwest side and connect to Hocken Avenue.		Beaverton, LLC	None	COMPLETED
	b. Upgrade to northern half street 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).	Fifty-two (52) feet already dedicated; eleven (11) additional feet needed. ⁱⁱ	Beaverton, LLC	TDT ⁱ	When development of lots subject to the original Development Agreement, except Lots 2 and 3, causes trips to exceed 1,763 (Weekday AM Peak Hour) and 1,808 (Weekday PM Peak Hour) trips and only if this segment of Terman Road is included in the County TDT Project List.
9. Terman Road (Shannon Place to Murray Blvd.)	a. Add sidewalk along north side.		Beaverton, LLC	None	COMPLETED

Street	Improvement	ROW Width	Funding	TDT Credits	Timing
	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).	Fifty-two (52) feet already dedicated; eleven (11) or twenty-two (22) additional feet needed. ⁱⁱ ⁱⁱⁱ	Beaverton, LLC	TDT ⁱ	When development of lots subject to the original Development Agreement, except Lots 2 and 3, causes trips to exceed 1,763 (Weekday AM Peak Hour) and 1,808 (Weekday PM Peak Hour) trips and only if this segment of Terman Road is included in the County TDT Project List.
10. Jenkins Road	a. Add right-turn lane eastbound (Jenkins Road southbound to Hocken Avenue)	Beaverton, LLC to dedicate as determined by 10.b	Beaverton, LLC	TDT ⁱ	When development of Lots 1 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) and only if this segment of Jenkins Road is included in the County TDT Project List, unless a traffic impact analysis (“TIA”) demonstrates that the improvement is not needed.
	b. Dedicate no more than twenty-one (21) feet ⁱⁱⁱ of additional right-of-way along the south side of Jenkins Road along the street frontage of Lot 1.	Beaverton, LLC to dedicate no more than twenty-one (21) feet of additional ROW. ⁱⁱ	Beaverton, LLC	TDT ⁱ	When development of Lots 1 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) and only if Jenkins Road is included in the County TDT Project List as a 5-lane Arterial. Reduced dedication may be supported by a TIA.

Street	Improvement	ROW Width	Funding	TDT Credits	Timing
11. Beaverton Creek Trail – Westside Trail	Trail to be constructed by Tualatin Hills Park & Recreation District (“THPRD”)	ROW width and location to be determined.	THPRD (RFFA grant)	To be determined based upon conveyance instrument and whether improvement is considered a transportation improvement.	Upon reaching mutually agreeable terms with THPRD.

ⁱ 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.”

ⁱⁱ The amount of ROW listed reflects the County road standard. However, the amount of ROW needed may be reduced in the future if the parties (or their successors and assigns) so agree, with the intent that impacts on the development potential of the adjacent property should be considered and the minimum amount of ROW will be required. The final ROW width up to the maximum amount listed here is to be determined at the time of development as specified in the “timing” column.

ⁱⁱⁱ Due to constraints of the creek to the south, if all of the additional ROW comes from the north side of the roadway, an additional 22 feet of ROW—as opposed to 11 feet—may be necessary. The final ROW width is to be determined at the time of development as specified in the “timing” column.

EXHIBIT D

**INVENTORY OF EXISTING BUILDINGS¹
 AND BUILDING SQUARE FOOTAGE²**

Parcel³	Building	Current Usage	Gross Square Footage⁴
Lot 1	13	Manufacturing/Office	160,473
	15	Cafeteria	7,928
	19	Manufacturing	221,421
	22	Facilities	38,367
	28	Utilities	35,116
	38	Meeting Space/Office	64,841
	39	Office	126,211
	48	Office	121,360
	49	Fitness Center	7,333
	50	Office/R&D	234,105
	52	Retail (Starbucks)	3,376
	55	Office	84,127
	58	Office/Manufacturing	206,461
		Subtotal:	1,311,119
Lot 2⁵	16	Manufacturing/Employee Retail Store	249,921
Lot 3⁵		Vacant land	0
Lot 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:			2,317,401

NOTES:

- 1 Lots 4-13 were annexed into the City of Beaverton and sold, and are no longer part of the Tektronix Campus.
- 2 Existing building square footages as of July 15, 2020.
- 3 Lots 4-13 were annexed into the City of Beaverton along with Hocken Road and Millikan Way ROW.
- 4 Reflects that 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, were demolished in 2004; and Buildings 12, (a portion of) 38, 47, 74*, and 76* (combined 195,000 sq. ft.) were demolished or sold between 1998 and January 2004.
 * Buildings 74 and 76 were sold and no longer part of the Tektronix Campus.
- 5 Lots 2 and 3 are owned by Nike, LLC and are no longer part of the Tektronix Campus.
- 6 Lots 4, 5 and 6 are owned by CE John and are no longer part of the Tektronix Campus.

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abcdef Proposed additions
~~abcdef~~ Proposed deletions

EXHIBIT E

TEKTRONIX CAMPUS AREA

Ordinance No. 868

Exhibit 1

July 15, 2020

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