

After Recording, Return to:
Townmakers LLC
Michael Weinstock, Principal
1957 Sycamore Glen
San Jose, CA 95125

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ASHLAND
AND TOWNMAKERS LLC FOR THE ASHLAND MILL PROJECT**

RECITALS

Pursuant to the authority granted by ORS Chapters 94.504 through 94.528, and the Ashland Municipal Code (“AMC”), the City of Ashland, an Oregon (the “City”), and Townmakers, LLC (the “Developer”) enter into this Development Agreement in order to facilitate and to promote the development of that certain real property located within the City as described and depicted in **Exhibit A** hereto (the “Property”) consistent with the terms, conditions and provisions of this Development Agreement, effective _____, 2025 (the “Effective Date”). The City and the Developer are each a Party and collectively the Parties to this Development Agreement.

DEVELOPMENT AGREEMENTS AUTHORIZED

WHEREAS, the City is organized as an Oregon city pursuant to ORS Chapter 221 with a council-manager form of government;

WHEREAS, pursuant to ORS 221.410, the City, by and through its legislative body, may contract and be contracted with, may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the City, and shall have all powers possible for a city or town to have under the Constitution of this state, including without limitation, such powers may be exercised in regard to the regulation, use, and improvement of real property;

WHEREAS, the State legislature, through the enactment of ORS Chapters 94.504 through 94.528, has granted the City the authority to enter into a development agreement with a person having ownership or control of real property within its jurisdiction;

WHEREAS, the City and the Developer of the former Croman Mill Property (“Developer”) share the objectives of expeditiously redeveloping the site in a manner consistent with the Comprehensive Plan and providing public benefits, including the conclusion of brownfield site cleanup activities, the extension of public infrastructure (streets and utilities) to serve the site, the construction of new street connections to Siskiyou Boulevard to improve access, the annexation of the remaining portions of the site into the City, and the creation of new employment and housing opportunities that meet identified community needs;

WHEREAS, Developer has submitted an as-proposed Ashland Mill Master Plan for the sub-district constituted by the former Croman Mill site (the “Master Plan”) for the Property, which includes detailed plans for land use, infrastructure phasing, and development standards, and the City and Developer desire to enter into this Development Agreement to formally set forth the terms, conditions, phasing, and alternative development standards under which the Master Plan will be implemented, pursuant to the authority of ORS 94.504 to 94.528;

WHEREAS, the City’s governing body (Ashland City Council), after notice and a public hearing, found that this Development Agreement is consistent with applicable local land use regulations and the Comprehensive Plan, and approved this Agreement by adoption of Ordinance No. ___ on _____, 2025, in accordance with ORS 94.508; and

WHEREAS, the City and Developer intend that this Development Agreement (hereinafter “Agreement”) will vest the Project with the agreed-upon development rights for a specified term, will ensure the provision of identified public benefits and infrastructure improvements through phased development, and will establish the alternate standards and procedures applicable to the Project, all as authorized by ORS 94.504 to 94.528 and other applicable Oregon law.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth herein, the City of Ashland (“City”) and ___ (“Developer”) (each a “Party” and together the “Parties”) hereby agree as follows:

1. Parties, Property, and Purpose

Parties. The Parties to this Agreement are the City of Ashland, an Oregon municipal corporation, and Townmakers LLC, an Oregon LLC, as the developer of the Property. This Agreement is made pursuant to ORS 94.504, which authorizes cities to enter into development agreements with persons having a legal or equitable interest in real property for the development of that property.

Property Description. The Property subject to this Agreement consists of the land commonly known as the Croman Mill site, located in Ashland, Oregon, comprising approximately ___ acres (Assessor’s Map ___; Tax Lots ___), as more particularly described in Exhibit A (Legal Description of Property), attached hereto and incorporated by this reference. A portion of the Property (approximately 7 acres) lies outside the Ashland city limits but within the Urban Growth Boundary; annexation of that portion into the City is anticipated as part of the development process (see Section 8.4 below). The Property is planned to be comprehensively redeveloped in phases according to the Master Plan (attached as Exhibit B).

Purpose of Agreement. The purpose of this Agreement is to set forth the terms, conditions, commitments, and development standards for the proposed Ashland Mill Master Plan project (the “Project”), in accordance with ORS 94.504 to 94.528. This Agreement is intended to facilitate the orderly development of the Property consistent with the City’s Comprehensive Plan and the Croman Mill District framework, while also providing certainty to the Developer regarding applicable regulations and flexibility through agreed alternate standards where deviations from city-wide standards are warranted. The mutual goal of the Parties is to realize a high-quality, mixed-use development that delivers significant public benefits (such as employment opportunities, housing (including affordable housing), public infrastructure improvements, and sustainable design) in exchange for the commitments and assurances made herein.

Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Agreement as findings and as statements of the underlying assumptions of the Parties (including assumptions related to the City’s ability to provide public facilities and services to the Project).

2. Term of Agreement

Duration. The term of this Agreement (“Term”) shall commence on the Effective Date (defined below) and shall extend for fifteen (15) years thereafter, unless earlier terminated or extended as provided in this Agreement. This 15-year term is the maximum duration for city development agreements under Oregon law of the Project, and is determined by the Parties to be reasonably necessary to complete the phased development.

Effective Date. The Effective Date of this Agreement shall be the date on which the ordinance adopting this Agreement (City of Ashland Ordinance No. _____) becomes effective. The Parties acknowledge that approval of this Agreement is a land use decision subject to applicable appeal periods; if the ordinance is referred or appealed, the Effective Date shall be the date on which the ordinance takes effect after all appeals or referrals are resolved. The rights and obligations of the Parties under this Agreement shall not commence until the Effective Date.

Commencement and Completion. In accordance with ORS 94.504(4), Developer shall commence substantial construction of the Project within three (3) years of the Effective Date. “Commence construction” shall mean obtaining final City approval of necessary implementing plans or permits and beginning physical on-site development (e.g. grading, installation of infrastructure). The Project shall be developed in three major phases as described in Section 4 below. Developer shall use good faith efforts to complete each phase and the entire Project within the timeframes identified in Section 4. In any event, the entire Project, including all phases, shall be completed no later than the expiration of this Agreement’s 15-year Term, unless an extension is approved in writing by the City or a longer term is authorized by law. If the Developer fails to commence construction or fails to complete the Project (or any phase) within the times specified, this shall constitute a default subject to Section 11, provided that delays or extensions agreed by the City (including any tolling or extension resulting from force majeure as described in Section 17) shall extend these timelines accordingly.

3. Phasing of Development

Development of the Project will occur in three major phases, as conceptually shown in the Master Plan and described below. The general sequencing of phases is designed to ensure that critical infrastructure is in place to serve new development and to gradually build out the employment and residential components of the Project over the duration of this Agreement. The phases are summarized as follows (with infrastructure improvements and major milestones for each phase):

- **Phase One:** This initial phase will include the extension of all necessary utilities to serve the first phase of the Property (water, sanitary sewer, stormwater, and electric services) from existing City infrastructure to and through the Project site. Phase One also includes ha;f-street improvements to Mistletoe Road along the Property’s frontage to bring it up to City street standards for initial occupancy (e.g. adding paving, bike path, and any needed utility upgrades) as required for the first development increment. A new street connection to Siskiyou Boulevard will also be constructed through the County area as part of Phase One, creating a secondary access into the site. The Phase One Siskiyou connection will significantly improve access and circulation, addressing existing traffic concerns and providing an alternate route to Tolman Creek Road. In Phase One, the Developer will undertake site preparation of development-ready employment sites for light industrial use

(serviced and available for building construction) of at least 40,000 square feet of lot area, with an employment density target of 18 per acre per the values provided in the economic analysis by Johnson Economics (in their Economic Opportunities Analysis Addendum and memorandum of August 3, 2023). Phase One will also include initial residential construction of up to 200 units (including at least ten affordable housing units, as a portion of the total required as outlined below). Phase One shall be substantially completed (meaning the infrastructure is installed and the first buildings are constructed to a useable stage) within 5 years of the Effective Date, barring delays as permitted by this Agreement. Completion of the Phase One infrastructure (utilities, the first Siskiyou Blvd connection, Mistletoe improvements, ten affordable units, and 40,000 square feet of light industrial lot area) is a prerequisite for proceeding to Phase Two development, ensuring that foundational services are in place.

- **Phase Two:** The second phase will build upon Phase One by expanding the internal street network and development areas. Phase Two will also include continued development of the central mixed-use Main Street (“Croman Mill Boulevard”) through the site, with additional commercial, light industrial, and residential buildings constructed. By the end of Phase Two, the Developer anticipates that a significant portion of the planned employment building square footage will be developed (or at least the sites prepared). This will include an additional 40,000 square feet minimum of development-ready employment land (light industrial and/or commercial) with an employment density target of 18 per acre per the values provided in the economic analysis by Johnson Economics (in their Economic Opportunities Analysis Addendum and memorandum of August 3, 2023). Phase Two will also include up to 150 residential units, with a minimum of ten affordable housing units (as a portion of the total required as outlined below). Phase Two infrastructure improvements will also include extending or upsizing utilities as needed to serve the expanded development area. Phase Two is targeted for completion by no later than 10 years from the Effective Date.
- **Phase Three:** The final phase of the Project will involve completing the remaining development and bringing all infrastructure to full build-out standards. This will include an additional 40,000 square feet minimum of development-ready employment land (light industrial and/or commercial) with an employment density target of 18 per acre per the values provided in the economic analysis by Johnson Economics (in their Economic Opportunities Analysis Addendum and memorandum of August 3, 2023). In Phase Three, all required affordable housing will be completed as outlined below, in addition to market-rate housing (up to 200 units total). By the end of Phase Three, the Project’s development program shall be fully realized, with all planned employment lots built out or ready for construction and all planned housing units constructed. Phase Three is expected to be completed no later than 15 years from the Effective Date (which aligns with the overall Term of this Agreement).

4. Alternate Development Standards (Deviations from City Standards)

Pursuant to ORS 94.504(3) and (9), this Agreement may establish alternate standards and requirements that will apply to the Project in lieu of the generally applicable City standards, in order to facilitate innovative design and address the unique aspects of the Ashland Mill Master Plan. The City and Developer have identified the following deviations from city-wide standards,

as outlined in the Master Plan application and summarized below, which shall be permitted and governed by this Development Agreement. By approving this Agreement, the City is codifying these alternate standards for the Project. The Parties acknowledge that these deviations are justified by the comprehensive planning of the site and will result in equal or superior outcomes that further the public interest. The specific alternate standards include:

4.1 Street Medians in Private Ownership: The Master Plan proposes boulevards or streets with landscaped medians. Rather than dedicating these medians as public right-of-way for City maintenance, the Parties agree that the medians shown on the plan will remain in private ownership as separate tracts owned and maintained by a Property Owners' Association (POA) to be established by the Developer. The medians will still function as part of the street cross-section (providing traffic separation, landscaping, and aesthetic value), but the City will not be responsible for their landscaping or irrigation upkeep. The Developer shall form a POA (or other suitable entity) and impose covenants to ensure perpetual maintenance of these median tracts to City standards. The medians shall be designed to City specifications for safety (e.g., no sight obstructions at intersections) and the City shall retain the right to access the medians for any utilities or emergency purposes via easements. Other than the ownership/maintenance aspect, the street medians shall be constructed in accordance with the approved street designs in the Master Plan.

4.2 “Laneway/Greenway” Residential Configuration: In the residential portions of the Project, the City will permit an alternative layout where some homes front onto private greenway tracts or courtyards rather than public streets. These homes may take access from rear alleys or shared drive aisles rather than having direct street frontage. Specifically, certain internal blocks may be configured with a pedestrian-oriented green space (“greenway”) in front of houses, and vehicular access via a lane at the back. The City acknowledges that in such cases, those homes will not face a public street, and agrees that this configuration is acceptable provided that: (a) the private greenway tract is owned and maintained by the POA for the benefit of residents; (b) the rear alleys or drive aisles are designed to City standards for fire and emergency access (including adequate width and turn-around, and constructed to support fire apparatus loads); and (c) the addressing and street naming for emergency services is approved by the City (for example, naming the alley or drive aisle so that homes can be assigned addresses on that named drive). The alleys or private drives serving such homes shall be recorded as emergency access easements if not public, and must be kept clear for ingress/egress. This “laneway housing” approach is intended to create a pedestrian-friendly environment and attractive green spaces, consistent with new urbanist design principles, and the City agrees to allow deviations from typical lot frontage requirements to accommodate this design.

5. Affordable Housing Commitment

Provision of Affordable Housing. The Project will include a component of affordable housing to help meet City housing goals. The Parties agree that affordable housing will be provided at 100% or less of Area Median Income or AMI (or proportionally fewer units at 80% of AMI according to the City Code requirements and allowances) under the following specifications:

- 25% of base density per the proposed 18.3.2 zoning code, which is proposed at 8.0

- units per acre (a blend of city-wide residential code densities);
- Base density calculated on net developable land in each phase, excluding critical areas, streets, open spaces, and other non-buildable lands;
 - The 6.1-acre annexation area in Phase Two will comply with specific provisions of the code governing annexations, and its contribution will also count toward the total project requirement.
 - The calculations based on the proposed master plan, at 100% of AMI, yields 21 units in Phase One, 8 units in Phase Two, and 20 in Phase Three, or 49 units total. This is distinct from the minimum required per phase (10) before proceeding to the next phase.

Alternate Delivery Methods. As noted in Section 6.6, Developer may use alternative means to achieve the affordable housing goals, subject to City approval. This could include partnering with a nonprofit affordable housing developer to construct the units (either on-site or through an agreed-upon contribution to a housing trust fund), dedicating land within the Project for affordable housing development, or paying an in-lieu fee if such option is provided by City code or agreed to by the City. However, the default expectation is that affordable units will be integrated on-site within the new neighborhoods of the Master Plan, to promote mixed-income community development. If off-site or other alternatives are proposed, the Developer must demonstrate that the outcome will be equal or better in providing equivalent affordable housing benefits (such as the same number of units at the same affordability level) and that it aligns with City housing policies.

Affordability Controls. Any affordable units provided under this Agreement shall be governed by restrictive covenants or regulatory agreements to ensure they remain affordable to the target income households for a minimum period as required by City policy (e.g., a 30-year affordability covenant, unless state law requires a shorter duration). The Developer (or any affordable housing partner) shall record such covenants on the property title of the affordable units. The City shall be a party or third-party beneficiary to such covenants to enforce their provisions. The affordable units should be constructed with a similar exterior quality and dispersed in a manner not to be concentrated or distinguishable from market-rate units, in accordance with City standards for integration of affordable housing.

City Assistance and Incentives. The City may support the creation of affordable housing in the Project through available incentives consistent with local ordinances. This might include System Development Charge (SDC) deferrals or exemptions for qualifying affordable units, expedited permitting, density bonuses (already accounted for in the Master Plan zoning, if applicable), or other incentives the City offers for affordable housing. Any such assistance is subject to separate approval and eligibility under City code and is not guaranteed by this Agreement, except that the City agrees to process in good faith any applications for such incentives for which the Project's affordable units qualify.

Adjustment of Requirement. If changes in federal, state, or local affordable housing laws or funding mechanisms occur during the Term that affect how affordable housing is defined or delivered, the Parties may confer to adjust the affordable housing program for the Project accordingly. For example, if a new state law provides an alternative path for affordability or if funding is made available that could increase the number of affordable units, the Parties can consider amending this Agreement to capture those benefits. Conversely, if regulatory changes make the agreed approach infeasible (e.g., elimination of an expected funding source), the Parties

will in good faith consider modifications to still achieve an affordable outcome, or the City may grant relief or alternative compliance as allowed by law.

6. Amendment or Termination

Mutual Consent Required (Amendment/Termination). This Agreement may be **amended or terminated** only by the mutual consent of the Parties, through a written instrument signed by both Parties (or their successors) and, in the case of the City, approved by ordinance of the City Council, in accordance with ORS 94.522. No unilateral amendment by either Party is permitted except as specifically provided herein (for example, minor administrative modifications agreed in writing during annual reviews might not require full ordinance, but those are by mutual consent at staff level). Any substantive change to the terms of land use, phasing, permitted uses, or the obligations of either Party will be processed as an **amendment** to this Development Agreement. The City shall process any proposed amendment in the manner required by ORS 94.522 (which treats it similar to the initial approval – likely requiring notice and a hearing, and adoption by ordinance).

Types of Amendments. Amendments may be categorized as *minor* or *major* by the City's development agreement ordinance or by mutual agreement:

- *Minor amendments* could include adjustments that do not substantially alter the overall intent, benefits, or burdens of the Agreement (for instance, slight modifications to phasing deadlines, minor shifts in street alignment that still meet connectivity, small changes in allocation of uses if market demands, etc.). The City may allow administrative approval of minor amendments by the Planning Director with concurrence of the Developer, with notice to the City Council. However, if any doubt exists, the City may choose to treat it as a major amendment requiring Council approval.
- *Major amendments* would involve significant changes such as extension of the Term beyond 15 years, significant increase in allowed development intensity, elimination or deferral of major public improvements or public benefits, or other fundamental departures from what was agreed. These require the full process (Planning Commission recommendation if applicable, City Council ordinance).

Procedure for Initiating Amendments. Either Party may propose an amendment. The proposing Party shall provide a written proposal outlining the desired changes and the rationale. The Parties shall meet to discuss and negotiate the terms of the amendment in good faith. If they reach tentative agreement, the Developer shall submit a formal application to the City (or the City may initiate on its own if it's the proponent) for the amendment, which will then go through the required public hearing/approval process. During this time, the Agreement remains in effect as is, unless an interim modification or standstill is agreed (for example, if negotiating an amendment, they might agree to pause a ticking deadline).

Termination by Mutual Agreement. Similarly, the Agreement can be mutually terminated if both Parties decide that it is no longer in their interest (for example, if the project becomes infeasible or if it is substantially completed and Parties wish to dissolve the agreement early). Termination must be documented in writing and approved by the City Council via ordinance or resolution. Upon termination, the Agreement shall be of no further force and effect (except those provisions intended to survive, like indemnifications or vested rights for already-completed phases

as described below). The Property would then be subject to whatever zoning and regulations are in place at that time (unless termination agreement specifies something else).

Termination or Amendment upon Default. If one Party is in material default, the other Party can seek to terminate or amend the Agreement as a remedy, but even then mutual consent is needed or a judicial process to confirm the default and authorize termination (the City Council could effectively consent to termination by ordinance after making findings of Developer's default, but Developer may dispute default in court). ORS 94.522 allows termination or cancellation by the governing body presumably when the developer agrees or has defaulted. In case of an irreconcilable breach by Developer, the City may hold a hearing and attempt to cancel the Agreement. Developer would have appeal rights (likely a court review). It's understood this path would only be taken in extreme cases.

Severability of Completed Phases or Parcels. ORS 94.522 also contemplates that development agreements might be **canceled in part** if portions of the property are conveyed or completed (a "severable development interest"). The Parties agree that as portions of the Property are fully developed and all obligations satisfied for those portions, they may by mutual consent record a notice or amendment that **releases** that portion from the Agreement (so that, for example, individual lot owners are not technically bound by the development agreement once everything needed from them is done). Conversely, if Developer sells a part of the undeveloped Property to another developer who assumes the obligations, an amendment can recognize that transfer (see Section 13 on assignment). The City shall not unreasonably refuse to sever or partially release portions of the Property that have completed all required improvements and where continuing the Agreement on them serves no further purpose. This is largely administrative – to keep track of what parts of the Project remain under the Agreement as development progresses.

Recordation of Amendments/Termination. Any amendment or termination of this Agreement shall be recorded in the official records of Jackson County (see Section 17, Recording). This serves to notify any prospective purchasers of the current status of the Agreement. The City will record a **Notice of Termination** if the Agreement is terminated, or will record the executed **Amendment** document if amended, within a reasonable time after approval.

Effect of Termination on Vested Rights. Upon termination of this Agreement (prior to project completion), the vested rights and assurances granted herein generally expire, and future development of the Property would be subject to then-current laws (unless otherwise agreed or unless the termination document vests certain entitlements). However, any valid, unexpired permits or approved tentative plans that Developer obtained during the term (in reliance on the Agreement) should remain valid to the extent allowed by law or explicitly protected. Also, any completed elements (e.g., lots sold to third parties with homes on them) will remain lawful uses. The City and Developer will, at the time of any early termination, address in writing how partially completed improvements or phases will be handled to ensure fairness and continuity (for instance, perhaps grandfathering some aspects for a certain time or committing to finish an improvement even if agreement ends).

Effect of Amendment. An amendment, once effective, supersedes the prior provisions of the Agreement that are addressed in the amendment. All unaffected terms remain in full force. If there is any inconsistency between an amendment and the original Agreement or earlier amendments, the latest amendment controls.

Periodic Updates (Non-Formal). Not every change requires a formal amendment. The City and Developer can document clarifications or administrative changes (like updating exhibit drawings to reflect an approved subdivision or adjusting the list of notice recipients) through correspondence or minor addenda. The City may attach those in the project file. Only significant alterations need the formal process.

In summary, this Agreement is intended to be a living document that can adapt if both Parties agree, but it cannot be changed or ended arbitrarily by one side. The law provides protections that any change must go through a public process ensuring consistency with local regulations and mutual consent. The Developer can proceed with confidence that unilateral regulatory changes won't undermine the deal, and the City can rest assured that what has been promised by Developer cannot be scaled back without City approval.

7. Notices

Notices. All notices, demands, or other communications required or permitted to be given under this Agreement shall be in **writing** and delivered to the Parties at the addresses set forth below (or such other address as a Party may designate by notice to the other). Notices shall be delivered by one of the following methods: (a) personal delivery; (b) certified mail, return receipt requested, postage prepaid; (c) nationally-recognized overnight courier service (such as FedEx or UPS), with delivery receipt; or (d) electronic mail (email) **with a confirmation copy** delivered by one of the preceding methods. Notices shall be deemed effective: if personally delivered, upon receipt (or refusal of delivery); if mailed, three (3) days after deposit in U.S. Mail; if sent by courier, on the next business day after deposit with the courier (for overnight service); and if emailed, on the date sent *provided* it is sent during business hours (and if not, then on the next business day) and a confirmation copy is sent by mail or courier.

Addresses for Notice:

To City:

City of Ashland

Attn: City Manager (and City Community Development Department)

20 East Main Street

Ashland, OR 97520

Email: citymanageroffice@ashlandoregon.gov (City Manager)

With a copy to: City Attorney's Office, same address.

To Developer:

Townmakers LLC

Attn: Michael Weinstock (Authorized Representative)

1957 Sycamore Glen

San Jose, CA 95125

Email: weinmike@gmail.com

With a copy to:

Ty Wyman, Dunn Carney LLP

851 SW Sixth Avenue, Suite 1500

Portland, OR 97204

Email: twyman@dunncarney.com

Either Party may update its notice address or contact by providing notice to the other Party in any manner permitted above. It is the Parties' responsibility to keep the notice information current.

Courtesy Copies. As a courtesy, the Parties agree to also send copies of notices regarding default or termination to any known lenders or major partners of Developer if Developer has provided those contacts to City in writing, and to any other Party request (for example, if Developer assigns to multiple entities, Developer might request City to send copies to those entities too). Failure to send courtesy copies does not invalidate notice if proper notice was given to the Party itself.

Content of Notice. Every notice of default shall clearly state the nature of the breach and the provisions of the Agreement alleged to be violated, and reference the time period to cure as provided in Section 11. Other routine notices (like changes of address, or notices of completion of a phase) can be informal but still in writing.

Receipt. For purposes of calculating time periods under this Agreement tied to "notice," the date a notice is deemed given (e.g., upon receipt or mailing as above) shall start the clock. The Parties acknowledge that emails can expedite communication but may not be monitored constantly, so an important notice should follow up with a physical copy.

Project Coordination Communications. Apart from formal "Notices" as defined above, the Parties' staff and representatives will communicate regularly via email/phone/in-person for day-to-day coordination. Such communications do not constitute official "notices" for purposes of triggering rights or remedies unless they explicitly state they are a formal notice under this Section. Formal notices should be reserved for significant matters (default, amendment requests, etc.).

Refusal or Undeliverable Mail. If a Party refuses delivery or an address is incorrect causing return of mail, the notice shall be deemed given on the date delivery was attempted (if evidenced by carrier logs) or return was made, provided the sending Party makes a reasonable attempt to reach out for a correct address. The Parties agree to act in good faith not to evade receiving notice.

This notice provision is meant to ensure clear and reliable communication for legal matters under the Agreement. The addresses should be updated as personnel or locations change. The combination of methods ensures at least one will likely reach the intended recipient promptly.

IN WITNESS WHEREOF, the City of Ashland, Oregon, and Townmakers LLC, have caused this Development Agreement to be executed by their duly authorized representatives as of the dates below.

(Following execution, City will notarize signatures and record the document.)

Exhibits (List of) – The following Exhibits are attached to (or will be provided and then attached to) this Development Agreement:

- **Exhibit A:** Legal Description of the Property subject to the Ashland Mill Master Plan Development Agreement.

- **Exhibit B:** Ashland Mill Master Plan Map/Diagram(s) – illustrating land use zones, street layout, open space, and other key plan features (dated _____).
- **Exhibit C:** Croman Mill District Zoning and Development Standards (as proposed amended) – including allowed uses, dimensional standards, design requirements, and the alternate standards codified by the Agreement (may include updated AMC Chapter 18.3.2 text or summary tables).
- **Exhibit D:** Phasing and Public Improvements Plan – detailing the phasing schedule (Phase 1, 2, 3), including infrastructure improvements timing, triggering conditions, and any minimum development thresholds per phase.
- *(Additional exhibits can be added as needed, if the Parties deem them necessary to attach for clarity.)*

I, Tonya Graham, Mayor of the City of Ashland, am the duly authorized representative and agent of the City of Ashland, Oregon, I am competent, and I have the authority to enter into this Development Agreement and thereby bind the City of Ashland.

Mayor, City of Ashland

Date

STATE OF OREGON)
) ss.
COUNTY OF JACKSON.)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED _____

(printed name)
NOTARY PUBLIC in and for the
State of Oregon, residing at

My appointment expires _____

I, Michael Weinstock, am the duly authorized representative and agent of Townmakers, LLC, an Oregon limited liability company, I am competent, and I have the authority to enter into this Development Agreement and thereby bind Canals of Ellensburg, LLC.

Mike Weinstock, Manager, Townmakers, LLC

Date

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

I certify that I know or have satisfactory evidence that Mike Weinstock is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED _____

(printed name)
NOTARY PUBLIC in and for the
State of Oregon, residing at

My appointment expires _____

[EXHIBITS TO BE ADDED HERE]

- **Exhibit A:** Legal Description of the Property subject to the Ashland Mill Master Plan Development Agreement.
- **Exhibit B:** Ashland Mill Master Plan Map/Diagram(s) – illustrating land use zones, street layout, open space, and other key plan features (dated _____).
- **Exhibit C:** Croman Mill District Zoning and Development Standards (as proposed amended) – including allowed uses, dimensional standards, design requirements, and the alternate standards codified by the Agreement (may include updated AMC Chapter 18.3.2 text or summary tables).
- **Exhibit D:** Phasing and Public Improvements Plan – detailing the phasing schedule (Phase 1, 2, 3), including infrastructure improvements timing, triggering conditions, and any minimum development thresholds per phase.
- *(Additional exhibits can be added as needed, if the Parties deem them necessary to attach for clarity.)*