

ORIGINAL  
RESOLUTION

**RESOLUTION NO. 1881**

**A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE AND MATRIX DEVELOPMENT AND PROPERTY OWNERS DONALD E. BISCHOFF/SHARON L. LUND, ARTHUR C. AND DEE W. PICULELL, THE DEARMOND FAMILY LLC AND LOUIS J. AND MARGARET P. FASANO, AND VALERIE AND MATTHEW KIRKENDALL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY FOR THE DEVELOPMENT OF PROPERTY OWNED OR ACQUIRED BY MATRIX AND THE AFOREMENTIONED PROPERTY OWNERS WITHIN THE VILLEBOIS URBAN VILLAGE.**

WHEREAS, the City and Matrix Development and the Property Owners Donald E. Bischoff/Sharon L. Lund, Arthur C. and Dee W. Piculell, the Dearmond Family LLC and Louis J. And Margaret P. Fasano, and Valerie and Matthew Kirkendall wish to express a common understanding of the financial commitments and obligations associated with the development of property currently and prospectively owned or acquired by Matrix and the aforementioned Property Owners in the Villebois Village Master Plan; and

WHEREAS, the above referenced property will be the subject of annexation petitions, if not within the City; and

WHEREAS, in accordance with W.C. 4.700, the City Council is requiring the adoption of a development agreement as a condition of annexation of property within the Villebois Village Master Plan area; and

WHEREAS, the Council has adopted the Villebois Development Finance Plan, which outlines the general responsibilities of the City, the Urban Renewal Agency of the City of Wilsonville and the private developers and owners within the Villebois Village Master Plan area and forms the basis for individual development agreements with particular landowners; and

WHEREAS, the City, the Urban Renewal Agency of the City of Wilsonville and Matrix Development in coordination with the aforementioned Property Owners have negotiated specific infrastructure construction and financing commitments for the property owned and to be acquired by Matrix Development and the aforementioned Property Owners; and

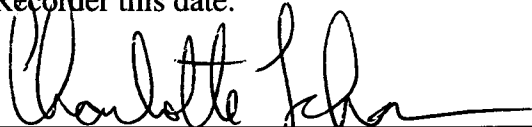
WHEREAS, the Urban Renewal Agency of the City of Wilsonville has an approval resolution of the Development Agreement proposed for adoption this same evening; and

WHEREAS, it appearing to the City Council that the terms of the proposed Development Agreement are in the public interest;

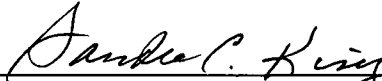
NOW, THEREFORE THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The Wilsonville City Council hereby approves the "Development Agreement Between the City of Wilsonville, the Urban Renewal Agency of the City of Wilsonville, Matrix Development and Property Owners Donald E. Bischoff/Sharon L. Lund, Arthur C. and Dee W. Piculell, the Dearmond Family LLC and Louis J. and Margaret P. Fasano, and Valerie and Matthew Kirkendall," attached hereto as Exhibit A and incorporated herein as if fully set forth. Such agreement may undergo non-substantive reformatting, grammatical and other minor language modifications by the City Attorney.
2. The Council hereby authorizes the City manager to execute such Development Agreement on behalf of the City.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of June, 2004, and filed with the Wilsonville City Recorder this date.

  
\_\_\_\_\_  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra C. King, CMC, City Recorder

SUMMARY of Votes:

|                          |     |
|--------------------------|-----|
| Mayor Lehan              | Yes |
| Councilor President Kirk | Yes |
| Councilor Holt           | Yes |
| Councilor Scott-Tabb     | Yes |
| Councilor Knapp          | Yes |

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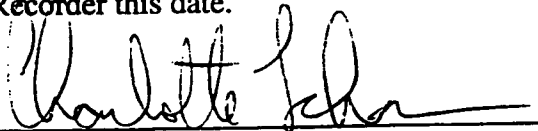
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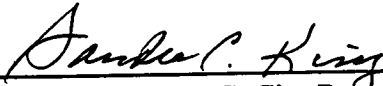
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CHARLOTTE LEHAN, Mayor

ATTEST:

  
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Sandra C. King, CMC, City Recorder

SUMMARY of Votes:

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|--------------------------|-----|
| Mayor Lehan              | Yes |
| Councilor President Kirk | Yes |
| Councilor Holt           | Yes |
| Councilor Scott-Tabb     | Yes |
| Councilor Knapp          | Yes |

# **DEVELOPMENT AGREEMENT**

**Between the**

**City of Wilsonville**

**and**

**The Urban Renewal Agency of the City of Wilsonville**

**and**

**Matrix Development Corporation**

**and**

**Property Owners**

**Donald E. Bischof/Sharon L. Lund**

**Arthur C. and Dee W. Piculell**

**The DeArmond Family LLC and Louis J. and Margaret P. Fasano**

**and**

**Valerie and Matthew Kirkendall**

**2004**

THIS AGREEMENT (Agreement) is entered into on the \_\_\_\_ day of June 2004, by and between the City of Wilsonville (City), a municipal corporation in the State of Oregon; The Urban Renewal Agency of the City of Wilsonville (URA), a municipal corporation in the State of Oregon; and Matrix Development Corporation (Developer), an Oregon corporation, Donald E. Bischof/ Sharon L. Lund; Arthur C. and Dee W. Piculell; The DeArmond Family LLC./ Louis J. and Margaret P. Fasano (collectively referred to as "Owners"); and Valerie and Matthew Kirkendall (Kirkendall).

## **RECITALS**

**A.** The City of Wilsonville has adopted the Villebois Village Master Plan (07B) for an urban village on property located on the west side of the City by Ordinance No. 556 adopted August 18, 2003. All Parties have a copy of the Villebois Village Master Plan, have reviewed same and Revised Figure 1 to the Plan is attached hereto as **Exhibit A**. The Villebois Village Master Plan land use plan map is included in the Finance Plan referenced in Recital C. It is understood that this plan map is intended to be refined over the next six months. All Parties, except the URA, are participating in the refinement process and the URA is following the process and being kept advised by the City.

**B.** Developer is purchasing property ("Property") within the Villebois planning area and desires to develop the Property in accordance with the Villebois Village Master Plan and the conditions set forth in this Agreement. The Property is described as set forth in **Exhibit B, 1** attached hereto and incorporated by reference as if fully set forth herein. The Property being purchased comprises approximately 100 acres and is located easterly of 110th Avenue on the Villebois Village Master Plan. The Property is being purchased by the Developer from the Owners outright in part, with rights by the Developer to purchase the remainder as development sequentially occurs. The Owners retain ownership of certain other property within the Villebois Village Master Plan Area and as more particularly described in **Exhibit B, 2** as "Other Owner Property". Unless any of the terms or conditions of this Agreement expressly state such term or condition applies to the Other Owner Property, the terms and conditions of this Agreement do not apply to such property. The Kirkendalls own property within the Villebois Village Master Plan Area and adjacent to the Developer's Property, and as more particularly described in **Exhibit B, 3** as the "Kirkendall Property".

**C.** The City of Wilsonville has duly adopted the Villebois Finance Plan by Resolution No. 1862, May 24, 2004, which outlines the funding plan to construct the infrastructure necessary to serve the Villebois Village Master Plan. The Finance Plan includes guidelines for infrastructure costs, financing responsibility and policies that are to be included in the Development Agreement. The Finance Plan is attached as **Exhibit C** attached hereto and incorporated by reference as if fully set forth herein.

**D.** The City of Wilsonville has duly adopted the Wilsonville West Side Urban Renewal Plan by Ordinance No. 560, November 3, 2003. The Villebois Village Master Plan Area is a seminal area within the West Side Urban Renewal Plan where the URA will focus efforts to encourage private development of needed housing, cure blight, and enhance development opportunities. A major component of the Finance Plan is the use of Tax Increment Financing from the Villebois Village Master Plan Area.

**E.** Development plans have been prepared for Villebois. The plans generally provide 655 residential units on the Property. Other parties of the Villebois Village Master Plan Area estimate 1,815 residential units to be developed west of the Property by Villebois LLC and 209 residential units to the north. These figures are used for descriptive purposes only and do not represent a development commitment.

**F.** Based upon the adopted Villebois Village Master Plan, Finance Plan, and West Side Urban Renewal Plan, the City Council finds and concludes that development of the Property pursuant to this Agreement is in the best interests of the City and the health, safety and welfare of its residents.

**G.** The Villebois Master Planner has entered into a Vesting Agreement with the City to preserve transportation capacity for development of portions of the Villebois Village Master Plan, including the Property. Completion of this commitment requires payment of funds or a waiver of remonstrance to the formation of a local improvement district (LID) that would finance certain improvements necessary to provided traffic capacity for the Villebois development.

Developer and Owners agree that they benefit from the Vesting Agreement and intend to participate in the funding of the improvements contemplated by the Vesting Agreement.

H. This Agreement and the City's and Developer's obligations herein are intended to apply to the Kirkendall Property for purposes of annexation of the Kirkendall Property to the City, provided that nothing in this Agreement shall impose upon Developer any additional obligation to provide any public infrastructure on or adjacent to the Kirkendall Property. This Agreement is not intended to apply any financial or other responsibility on the Kirkendalls nor the Kirkendall Property, nor is it intended to relieve any financial or other responsibility on the Kirkendalls or the Kirkendall Property at the time of development of the Kirkendall Property under the Villebois Village Master Plan and its implementing regulations.

NOW, THEREFORE, in consideration of the forgoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, URA, Developer and Owners agree as follows:

**1. Property Development:** The Developer and Owners, through the Developer, agree to timely develop and sequence the development of the Property in accordance with the land uses, densities and street networks identified in the Villebois Village Master Plan (07B), the City's rules and regulations applicable thereto, the Finance Plan and Urban Renewal Plan, and the provisions of this Agreement. It is the intent of the Parties that these laws and rules and regulations shall be applied to work together (*in para materia*) for the mutual benefit of the Parties. This Agreement is limited to the Parties and the Property, Other Owner Property and Kirkendall Property, and does not cover any other property or entities. The obligations of the Other Owner Property and the Kirkendall Property are limited to only those obligations specifically set forth herein.

**2. Funding:** Funding commitments are outlined in the Finance Plan that is attached as Exhibit C. The Plan is a guideline that will be used throughout the phases of development of the Property. The Developer understands and agrees that the City shall apply the provisions of the Finance Plan to determine cost responsibility for various aspects of the project financing as well as identifying the means to plan and fund infrastructure necessary to establish concurrency of



infrastructure to support development. However, the Finance Plan does not detail infrastructure cost sharing among various ownerships within the Villebois Village Master Plan Area.

**3. Development Phasing:** The Developer has prepared a preliminary phasing plan for the Property and this is attached as **Exhibit D** and incorporated by reference as if fully set forth herein. The preliminary phasing plan as developed for the Property is compatible with the needed infrastructure as determined by an earlier phasing plan for the entire Villebois Village. The Parties understand that the provision of public infrastructure and private development are interdependent upon each other and that financing of each is likewise interrelated and, therefore, the timing and sequencing of each will be extremely important requiring cooperation of all the Parties to this Agreement. Further, the development of the Property and the development of the west side of the Villebois Village Master Plan Area are interdependent. As such, City shall issue development and building permits, as between the Property development and the west side development, in an equitable and fair manner consistent with **Exhibit D**.

**4. Public Responsibility for Infrastructure:** The City is responsible for construction and cost control for the following infrastructure projects, absorbing any cost overruns and retaining any cost savings. The City's commitment to these projects is contingent upon obtaining funding outlined in the Finance Plan. When the City receives the funds as described in the Finance Plan, it shall spend the funds consistent with the Finance Plan on the projects listed in this Agreement according to the priorities set forth in this Agreement. Based upon standard concurrency policy, the City shall determine concurrency for any phase of Property's development and build improvements as needed to meet concurrency requirements consistent with this Agreement. Based on the analysis performed in the Finance Plan, set forth as **Exhibit C**, hereto, if construction of housing units occurs at a pace not less than that described in **Exhibit D** the City will have sufficient revenues from SDC's, tax increment financing, and other revenue sources to build the infrastructure specified under the commitments in this section. The projects are included in the Finance Plan under Attachments E and F to the Finance Plan. Projects needed to meet concurrency standards along with parks, school site acquisition and sprinkler installation, shall receive first priority for funding and scheduling.

4.1 **Construction Priorities:** The City agrees that priority must be placed on the construction of Boeckman Road to 110<sup>th</sup> and Barber Street connecting at Coffee Lake Drive.

Funding priorities and specific dates have been identified for completion of these projects (see **Exhibit C**).

**4.2 Boeckman Road:** The Boeckman Road project extends from 95<sup>th</sup> to 110<sup>th</sup> and is estimated to cost \$14,928,027. The City accepts the responsibility for substantial completion and opening the project by December 31, 2006. This Project is listed in the City's adopted Capital Improvement Program. A temporary 110<sup>th</sup> connection will be constructed by the City as part of the Boeckman construction to be used for access to the Property until such time as Villebois Drive is built connecting Boeckman to the Property. A 24-inch water line will be included in the project.

**4.3 Tooze Road:** The Tooze Road project extends from 110<sup>th</sup> to Grahams Ferry and is estimated to cost \$2,655,200. The City accepts responsibility for substantial completion and opening the project. Private developers will construct half-street improvements adjacent to their property as development occurs. The City acknowledges that neither Developer nor Owners, or the Property or Other Owner Property shall have any financial or other responsibility for this portion of the project.

**4.4 Barber Street:** City agrees to construct Barber Street and required utilities, including sewer and water, from railroad tracks crossing east of Kinsman to Coffee Lake Drive at an estimated cost of \$5,416,200. The City accepts responsibility for substantial completion and opening the project by October 2008 subject to a sewer and water line extension payback agreement with the benefiting properties within the Villebois Village Master Plan Area. Except pursuant to the sewer and water line extension payback agreement, the City acknowledges that neither Developer nor Owners, or the Property or Other Owner Property, shall have any initial financial or other responsibility for this portion of the project. At the time of PDP approval, the Developer shall be responsible to reimburse the City the Developer's, proportionate share (35%) of the construction costs for the sewer and water line less oversizing at 20% through a sewer and water line extension agreement. If grant monies exceed \$2.5 million for Barber, then the City would apply such monies to the costs for the sewer and waterlines to reduce proportionately the participants' obligations (including refunding any monies paid by participants). Barber Street from Coffee Lake Drive to 110th is the responsibility of the Developer (see Section 5.5, below).

City agrees to provide SDC credits for the oversizing of Barber Street section, including any utilities therein, privately built, as provided in Section 5.4 below.

4.5 **Graham's Ferry:** Graham's Ferry Road project extends from Tooze to the southern border of the Property currently abutting property known as the Living Enrichment Center and is estimated to cost \$1,799,200 for the City portion. The City accepts responsibility for completing construction as funds are available. Private developers will construct the half-street improvements adjacent to their property as development occurs. The City acknowledges that neither Developer nor the Owners or the Property or Other Owner Property shall have any financial or other responsibilities for this project.

4.6 **Kinsman:** Kinsman Road project extends from Barber Street to Boeckman Road and includes the road (\$4,281,750), 48" water main (\$2,349,000), and 21"+24" sanitary sewer (\$766,200). The City accepts the responsibility for substantial completion and opening this project, as funds are available. Every effort shall be made to construct this project prior to 2013 as called for in the Finance Plan. The City acknowledges that neither Developer nor the Owners or the Property or Other Owner Property shall have any financial or other responsibilities for this project.

4.7 **24" Sewer Line:** This Project is located south of Villebois and south of Wilsonville Road. The City accepts the responsibility for substantial completion and opening the project when needed to meet capacity requirements and when funds are available. The City acknowledges that neither Developer nor the Owners or the Property or Other Owner Property shall have any financial or other responsibilities for this project.

4.8 **Brown Road from Wilsonville Road to Evergreen Street:** The Brown Road Project extends from Wilsonville Road to Barber Street at an estimated cost of \$2,610,700. Except Brown Road from Evergreen to Barber (see Section 5.6, below), the City accepts responsibility for substantial completion and opening this project when needed for the development of the Property and when funds are available. The City acknowledges that neither Developer nor the Owners or the Property or Other Owner Property shall have any financial or other responsibilities for this project.

**4.9 Villebois Drive from Coffee Lake Drive to Boeckman/ Tooze Intersection:** City accepts responsibility for substantial completion and opening this project, including City utilities. The construction of this project shall be timed and coordinated with the construction of Villebois Drive from 110th to Coffee Lake Drive (see Section 5.4, below). The City acknowledges that neither Developer nor Owners or the Property or Other Owner Property shall have any financial or other responsibility for this portion of the project, other than providing necessary right of way.

**5. Developer Infrastructure Projects:** The Developer is responsible for construction and cost control for the following infrastructure projects within the Property, absorbing any cost overruns and retaining any cost savings. In constructing these projects, the Developer will be entitled to SDC credits set forth in **Exhibit E** and incorporated by reference as if fully set forth herein. The Developer shall exercise due diligence and good faith efforts to obtain sufficient funds reasonably available in the financial marketplace.

**5.1 Loop Road:** Loop Road connects Barber Street to Villebois Drive and is located on approximately the western border of the Property and is estimated to cost \$857,000, with \$364,200 anticipated in SDC credits. The neighboring western property owner will be required to participate in the cost of this project. This Project is to be completed by the Developer and/or neighboring western property owner, as the market requires.

**5.2 Local Projects:** Local streets will be built to City standards by Developer, as the market requires. The Developer shall be entitled to SDC credits for the construction of Coffee Lake Drive, as provided in the Finance Plan (Exhibit C, Attachment E-1).

**5.3 Villebois Storm Water Facilities:** Except as otherwise provided herein, the Developer will be responsible for the construction of storm water facilities on the Property and Other Owner Property, in accordance with the criteria contained in the Villebois Village Master Plan.

**5.4 Villebois Drive:** This Project is from 110<sup>th</sup> to Boeckman/ Tooze intersection, with an estimated cost of \$806,000 and \$240,250 for the water line located therein. Developer agrees to provide right of way for Villebois Drive and the water line, from 110<sup>th</sup> to the

Boeckman Road/ Tooze Road intersection, not later than the time the City determines the construction of this project is necessary. City shall be responsible for construction of that portion of this project from Coffee Lake Drive to the Boeckman/Tooze intersection (see Section 4.9, above). Developer will construct that portion of this project from 110<sup>th</sup> to Coffee Lake Drive, as the Developer's market requires. In the event City desires earlier construction of this portion of the project, City may proceed with the construction, and thereafter allocate costs of construction, at appropriate time of development phasing.

**5.5 Barber Street Connection from 110<sup>th</sup> to the eastern boundary of the Villebois Village Master Plan Area:** Developer shall construct this project from 110<sup>th</sup> to Coffee Lake Drive and shall provide City with the right of way for this project, within Other Owner Property, from Coffee Lake Drive to the eastern boundary of the Villebois Village Master Plan Area. This project has an estimated cost of \$1,768,000 of which \$594,000 shall be available for SDC oversize credits.

**5.6 SDC Credits:** The City agrees to provide SDC credits based upon City's standard criteria for oversizing. The criteria for SDC credits and sample calculation are attached as **Exhibit E** and incorporated by reference as if fully set forth herein.

**6. Local Improvement District (LID):** Unless otherwise pre paid by Owners, Developer, or both, the Developer and the Owners agree the Property will participate in a LID for an amount up to \$1.602 million in lieu of Supplemental Street Systems Development Charges (SSSDC's) imposed under statutory and City authority. The LID funds are to be used to fund a proportionate share of the I-5/Wilsonville Road Interchange improvements (up to \$1.602 Million) impacted by PM hour trips generated by Villebois (such infrastructure funding otherwise being subject to SSSDC charges). The intent of the LID is to provide a conduit for the financing of the I-5 Interchange improvements, with the LID participating properties being reimbursed, from SSSDC's to be levied by the City, as provided herein. Any obligations to the LID shall run with the land and the Developer's and Owners' obligations under this section and any other provision of this Agreement shall terminate if and when Developer and/or Owner(s) cease to own the property.

6.1 **Benefited Property:** The LID area is to include all of the Property. Developer and Owners agree the I-5 Interchange Improvements specially benefit the Property and agree to waive remonstrance to the formation of the LID. The LID may include the Westside properties of the Villebois Village Master Plan Area. The Parties recognize there is special benefit to the Property to preserve trips for all of the Villebois Village Master Plan Area, which may also benefit properties within Villebois but not being assessed.

6.2 **SSSDC Credits for LID:** Owner or Developer as an owner shall be entitled to credits against the SSSDC's in the amount of any portion of the LID assessment paid by Owner or Developer as owner that is attributable to principle but shall not be entitled to credit for any amount attributable to interest or bond issuance costs. The bond assessments are to be refunded by the City from any SSSDC's collected by the City from builders, including builders for other property within the Villebois Village Master Plan Area, but not electing to be included in the LID, together with that property's proportionate share of interest, issuance cost, or prepayment penalty cost incurred by the Owner or Developer as owner.

6.3 **Payment of SSSDC Credits for LID:** In order to equitably fulfill the obligations in Section 6 above, the City agrees to provide SSSDC reimbursements for the amount of LID assessment for SSSDC credits and for the Owner or Developer as owner, as the case may be. City agrees to pay directly to Owner or Developer, as owner, as funds are received by the City for the SSSDC payments from builders who have received building permits. The City's SSSDC's do not include interest and financing costs of the LID. City agrees to establish an SSSDC refunding surcharge to equitably reimburse Owners or Developers who prepaid the pro rata share of SSSDC's through an LID for property outside the LID which assessments for SSSDC's would have burdened such other property prematurely, but by means of the pre-payment have provided the transportation infrastructure which allows property to develop.

6.4 **Apportionment of Assessment:** The Parties further understand that the Property will secure the bond assessment payments. As the Property is developed in phases, subdivided, or partitioned, such phase, subdivision, or partition shall have its corresponding proportionate share of the assessment and any accrued interest paid in full, together with a prepayment penalty

to ensure the collected funds will cover the payments to the bond holders as well as freeing the phase, subdivision, or partition for development without a reassessment lien.

**6.5 Vesting of Trips:** The specific allocation of trips from I-5 funded as part of the LID are detailed Section 8. I-5 vested trips are allocated at \$3,000 per trip. The proposal is to allocate the full 569 trips for the Villebois Village Master Plan to the LID participants, of which 35 have previously been vested and allocated to Costa Pacific which leaves the total needed at 534 trips. An additional 410 trips have been preserved for Villebois by a vesting agreement with the City. By financing the 534 trips, Villebois will be in a position to capture the remaining 124 trips as they become available. In lieu of the Property being included in the LID, Developer may elect to pay the funding of its proportionate share of the LID improvements directly.

**7. Master Plan Preparation Fee:** The City and the Villebois Master Planner shall be reimbursed for a proportional share of the cost incurred by both parties in preparation of the Villebois Village Master Plan. The estimated reimbursement is \$500,000 to the City of Wilsonville and \$500,000 to the City's Villebois Master Planner. To secure the reimbursement, the City shall establish a master-planning fee to be paid at the time application is made for a building permit by builders within Villebois. The Villebois Master Planner shall not be reimbursed for costs associated with planning for the development of their own property. Both the City and Villebois Master Planner shall be reimbursed for their mutual master planning efforts by the benefiting properties that are within the Villebois Urban Village but outside the Villebois Master Planner property. For the Property the fee shall be \$900 for a single-family unit and \$600 for a multi-family unit with \$210/\$140 to the City and the remainder paid to the Master Planner. Other properties within the Villebois Urban Village, not subject to the LID, shall be assessed a fee of \$1200 for single family units and \$800 for multi-family units with the \$210/\$140 to the City and the remainder paid to Master Planner. The fees shall be adjusted annually to reflect the increase in the Pacific Northwest Construction Consumer Price Index (published by Engineering News-Record for Seattle, Washington).

**8. I-5 Interchange Access:** Developer has agreed to vest trips through the City for access to the I-5 interchange and has committed to signing a waiver of remonstrance for an appropriate Local Improvement District as discussed in Section 6. A total of 410 trips are subject to a vesting agreement for the entire Villebois development. A total of 534 trips are anticipated to be

needed for full development. The allocation of trips among the Villebois Village Master Plan Area is intended to be proportionate with the assessments (or direct payment) of properties within the proposed LID and of the estimated \$1.602 million for this project. The Property's share is estimated to be \$426,000. Therefore it is anticipated to be: for Developer's Property 131 trips; for the west side Villebois Village Master Plan Area developer 358 trips; for remainder of Villebois Village Master Plan Area 45 trips.

**9. Transit Service:** City agrees to incorporate Villebois Village Master Plan Area into the SMART service area and provide transit service in accordance with the development of Villebois and fund availability.

**10. Sprinkler Systems:** Developer shall install or cause to be installed an automatic fire sprinkler system in all buildings not otherwise required to be sprinkled by the Oregon State Structural Specialty Code. All One and Two Family Dwellings, including "row houses," shall be provided with a NFPA 13D Multi-Purpose fire sprinkler system. To offset the cost of sprinkler system, the City agrees to initiate legislation to reduce the water SDC by \$1.21 per square foot of the dwelling unit for one and two family dwellings including row houses. The reduction is limited to a maximum of \$3,984 for single-family homes and row houses. For two family homes, the maximum reduction will be limited to the water SDC for the two family dwelling. Should installation of a fire sprinkler require an increase in meter size, the SDC shall be collected at the standard rate for a five-eighths by three-quarters meter used for a single-family residential unit. Pending adoption of proposed City legislation, the City shall initiate the SDC reduction. If the reduction allowed is greater than that which is subsequently adopted by the City Council, URA shall pay the difference to the City. If the reduction allowed is less than that which is subsequently adopted by the City Council, the URA shall pay the difference to the payor of the SDC.

**11. Rainwater System and Parks Maintenance:** The design of the rainwater system and the park facilities might generate maintenance costs in excess of those funded by typical City fees. Developer acknowledges that analysis of the costs is underway and agrees to support imposition of such an additional fee if it accurately reflects the cost of maintenance to the City, is reasonable and is required. In lieu of a fee, a Maintenance Memorandum of Understanding may be required.



**12. Wilsonville/Villebois Village Parks:** Developer agrees to develop parks and open space in accordance with the plan attached as **Exhibit F** in this Agreement. The City and URA agree to support parks development with the following components:

**12.1 Park and Master Plan Amendment:** City agrees to prepare an amendment to the Wilsonville Parks and Recreation Master Plan that will add the Villebois Village Master Plan Area and specify Parks SDC's for Villebois at the same level as the rest of the City to assure equal participation in parks SDC for the Villebois area.

**12.2 Park SDC Credit:** City agrees to provide credits to Developer for actual construction costs for park development on the Property, including but not limited to providing restrooms and parking in Neighborhood parks, in accordance with the standard criteria used by the City. The City recognizes that in the event the Developer provides regional parks additional costs will be experienced by the Developer. The City recognizes that additional costs for regional park development including enhancement of Trail Head Park and development of Tonquin Trail will be experienced by the Developer and credits for regional park development will be allowed up to \$1,391 per EDU.

**12.3 Park Financing:** City and URA recognize that parks in a high-density urban village will require significant investment. Developer has included parks as depicted in **Exhibit F** attached. City and Developer agree that the Tonquin Trailhead Park and public trail along Coffee Lake Drive are important amenities and a priority for development. In addition to the dedication of the park land, the Developer agrees to invest \$1.852 million in parks development, provided that \$1,052,000 of which will be creditable subject to the City's normal criteria for granting parks SDC credits. The Parties agree to prepare a detailed expenditure estimate, cost allocation plan, and schedule for parks development. The City and URA agree to explore other sources of funding, if necessary, to assure that the high quality of parks development be attained.

**13. Annexation:** Developer is purchasing the Property, which must be annexed to the City. The Owners and Kirkendalls have submitted to the City petitions for the annexation of the Property to the City.. Execution of this Agreement is understood by the Parties to be a pre-condition to annexation and City will proceed with the annexation of the Property, Other Owner Property and Kirkendall Property upon the execution of this Agreement. City shall file with the

Secretary of State the annexation records as provided in ORS 222.177 and ORS 222.900 not later than August 2, 2004.

**14. School Site:** City and the developer of the west side of the Villebois Village Master Plan Area have agreed on the general location of the school site. City and URA, in cooperation with the West Linn/ Wilsonville School District, intend to proceed with acquisition of the site. Final agreement on the exact site description will be determined in an amendment to the Villebois Village Master Plan Area. The school site is not located on the Property.

**15. Indemnity:** To the extent allowed by law, each Party agrees to indemnify the other and hold the other harmless from and against any and all claims of third parties arising out of the Party's actions under this Agreement to the extent such claims allege that the Party has either failed to perform as required in the Agreement or performed negligently. Without limiting the foregoing, each Party hereby specifically indemnifies the other against any obligation to pay contractors or suppliers for the construction of improvements contemplated by this Agreement.

**16. Architectural and Rainwater Plans Review:** City intends to establish a fee based upon the additional technical review needed to assure compliance with standards established in the Villebois Pattern Book and for the rainwater management system. Developer acknowledges and agrees to support imposition of such an additional fee if it accurately reflects the cost to the City and is reasonable and required. In no event will the fee initially exceed \$200 per single family, with any fee increases after the first year limited to no greater than the aforementioned Pacific Northwest Construction Consumer Price Index. Multi-family and commercial fees would also be established based upon actual cost to the City to provide such technical review.

**17. Commencement and Pursuit of Development and Necessary Public Infrastructure:** As stated above, the Parties will need to work cooperatively due to the timing and the sequencing of the phases of development as it relates to necessary infrastructure improvements, and the financing of such improvements. During a long term, complex undertaking, unavoidable delay may occur and therefore this section has been developed to assist the Parties under such circumstances.

**17.1 Force Majeure (All Parties):** No Party shall be liable to the other for any delay in the commencement and pursuit of the development or failure to proceed with and complete necessary infrastructure improvements, due to causes beyond its control, including but not limited to: acts of God, the public enemy, the government (except for tax law changes), or of the other Party; litigation or appeals filed by third parties which prevent or delay a Party's performance; fires, floods, epidemics, quarantine restrictions, bid protests, earthquake, explosion, mob violence, or riot; condemnation; unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the control of the Parties. In the event a Party determines that *force majeure* event exists as described above, then that Party shall give notice of that event and its cause(s) to the other Party within thirty (30) days of determining such *force majeure* conditions exist.. Thereafter, unless otherwise mutually agreed, within thirty (30) days of receiving such notice the parties shall meet to review and discuss the basis for the delay in development due to *force majeure* conditions; to consider impacts of any such conditions on the Project and/or funding of any necessary infrastructure; and any remedial steps and/or modifications to the Villebois Village Master Plan, Finance Plan, Development Phasing, or this Agreement in order to address delay in development. Any other principals in the Villebois Village Master Plan shall be included in such meeting. In the event the Parties are unable to reach an agreement that *force majeure* conditions exist, causing delay in development; or the Parties cannot agree as to any remedial actions, including modification of the Villebois Village Master Plan, Finance Plan, Development Phasing or this Agreement, the Parties shall proceed as set forth in Section 17.4 below.

**17.2 Adverse Market Conditions (Developer):** It is expressly understood and agreed that commencement of the development or any phase thereof is subject to market conditions. In the event the Developer elects not to commence development, or any phase thereof, due to "adverse market conditions", the Developer, within fifteen (15) days of determining adverse market conditions exist requiring delay in development, shall provide City and URA with written notice of its intent to delay commencement or continuation of development. "Adverse Market Conditions" is defined as the Developer not being likely to produce a reasonable return on equity, based upon all relevant market factors, including, but not limited to: recent sales or leasing of existing similar projects, interest rates, availability of financing and the state of the local economy. Thereafter, unless otherwise mutually agreed, within thirty (30) days of

receiving notice from the Developer, the Developer, City and URA shall meet to review and discuss the basis for the delay in development due to adverse market conditions; to consider impacts of any such delay on the Project and/or funding of any necessary infrastructure; and any remedial steps and/or modifications to the Villebois Village Master Plan, Finance Plan, Development Phasing, or this Agreement in order to address delay in development. Any other principals in the Villebois Village Master Plan shall be included in such meeting. In the event the Parties are unable to reach an agreement that adverse market conditions exist, causing delay in development; or the Parties cannot agree as to any remedial actions, including modification of the Villebois Village Master Plan, Finance Plan, Development Phasing or this Agreement, the Parties shall proceed as set forth in Section 17.4 below.

**17.3 Delay to City Financed Improvements/Infrastructure (City and URA):** The timely construction and availability of certain necessary public infrastructure is critical to the development of Villebois (See Section 4.1). The City and URA shall proceed with the financing and construction of such infrastructure in a timely manner in order to assure concurrency with the development of the Villebois Village Master Plan, and as provided in the Finance Plan and this Agreement. In the event the City or URA determine that funding is not sufficiently available to proceed with construction of any infrastructure improvement necessary for development, and that a reasonable resolution or alternative to provide for such funding is not reasonably available to the City or URA, the City and URA, within fifteen (15) days of determining construction of necessary public infrastructure must be delayed due to lack of funding, shall notify the Developer, in writing, of its intent to delay construction of any necessary infrastructure. Thereafter, unless otherwise mutually agreed, within thirty (30) days of receiving notice from the City, the City and URA and Developer shall meet to review and discuss the basis for the delay in constructing any necessary infrastructure; and any remedial steps and/or modifications to the Villebois Village Master Plan, Finance Plan, Development Phasing, or this Agreement that may be required in order to address delay in construction of the necessary infrastructure. Any other principals in the Villebois Village Master Plan shall be included in such meeting. In the event the Parties are unable to reach an agreement that a lack of funding exists, causing delay in construction of the necessary infrastructure; or the Parties cannot agree as to any remedial actions, including modification of the Villebois Village Master Plan, Finance Plan, Development Phasing or this Agreement, the Parties shall proceed as set forth in Section 17.4 below.

**17.4 Dispute Resolution Process:** In the event of a *force majeure* event, pursuant to Section 17.1 above; or either Developer, pursuant to Section 17.2 above, or City or URA, pursuant to Section 17.3 above, meet and are unable to reach an agreement as to a basis for delay, and/or appropriate steps to be taken as a result of a claim of delay in the pursuit of the development or the construction of necessary public infrastructure, the Parties shall in good faith proceed as follows:

**17.4.1 Mediation:** The Parties shall submit the matter to mediation. No mediation shall occur sooner than forty-five (45) days from the last meeting between the Parties, as provided in Sections 17.2 and 17.3 above, unless otherwise agreed to by the Parties. The mediator shall be a professional mediator who is unaffiliated with the Parties and shall be mutually agreed upon by the Parties; provided, however, in the event the Parties cannot reach an agreement on a mediator, each Party shall submit three (3) names for a of a professional mediator who is unaffiliated with the Parties, and any common name submitted shall be chosen as the mediator. In the event there is no common mediator, all names shall be placed in a hat and the mediator chosen from drawing from the hat. Any other principals in the Villebois Village Master Plan shall be invited to such mediation. The mediator shall work with the Parties to confirm any delay is supported by the circumstances and to reach an agreement as to the time of delay and/or modification of the Master Plan, Finance Plan, Development Phasing or this Agreement. In the event the Parties are unable to reach any agreement by the conclusion of the mediation, either Party may terminate this Agreement by providing written notice to the non-terminating Party. The costs of the mediator shall be shared equally by the Parties.

**18. Default:**

**18.1 General:** In the event that one Party believes that any other Party or Parties is in violation of this Agreement, that Party shall give the alleged defaulting Party or Parties written notice of the alleged default. In the event the alleged default is not cured within 30 days from the date of the notice or such time as otherwise agreed to in writing by the Parties, the Parties shall resolve the dispute by the dispute resolution process set forth in section 20.

**18.2 Bankruptcy:** Any assignment by the Developer for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over any

of such Parties. There shall be no cure for a breach under this Section 18.2. However, a default under this Section 18.2 caused by a Party being subjected to or taking one of the above actions shall be a default as to only that Party.

## **19. Dispute Resolution:**

**19.1 Controversies:** Except for issues of delay as set forth in Section 17, above, controversies among the Parties and/or between any two of them shall be resolved, to the extent possible, by informal meetings and discussions in good faith between them. If a dispute cannot be resolved in that manner within thirty (30) business days of the first such meeting, any Party may elect to exercise its right to require mediation of the dispute.

**19.2 Mediation:** During mediation, the Parties agree to negotiate in good faith as to the matter submitted to mediation. In such event, the Party requesting mediation shall appoint a recognized mediator. No mediator shall be an employee, officer, board member, consultant, supplier or customer, or otherwise be affiliated with any of the Parties. The mediator shall be reasonably qualified to act as a mediator with respect to construction contracts. Each Party shall share equally in the out-of-pocket costs for mediation; provided that the mediator shall be empowered to require one Party to pay more than its pro rata share of the expenses if the mediator determines that such Party is not negotiating in good faith in the mediation process. In no instance, however, shall any Party be required to pay attorneys' fees incurred in the mediation by the other Party. The location of the mediation and specific procedures relating to the mediation shall be determined by the mediator, and each Party agrees to comply with all decisions, directions, instructions and procedures made or established in good faith by the mediator.

**19.3 Arbitration:** If the Parties are unable to resolve a controversy using mediation within thirty (30) days after commencement thereof, the dispute shall be settled by binding arbitration, and a corresponding judgment may be entered in a court of competent jurisdiction. Arbitration of any dispute may be initiated by any Party sending a written demand for arbitration to the other Party. This demand will specify the matter in dispute and request the appointment of an arbitrator. The mailing of the demand to the Parties at the address set forth herein will be

deemed personal service and accepted by the Parties for any arbitration or proceeding with respect to this Agreement. The arbitrator will be selected from a list provided by the arbitration service selected by the Party initiating arbitration. The arbitration hearing will be conducted in accordance with the procedural rules set forth in the arbitration rules of the arbitration service selected. The situs of the arbitration will be in the Portland-Metropolitan Area or such other place as the Parties agree. The arbitrator shall not be empowered to award punitive or exemplary damages to any Party. The decision of the arbitrator shall be binding on the Parties and may be enforced by any court of competent jurisdiction.

**20. Term and Termination:**

**20.1 Effective Date:** This Agreement is effective when all the Parties have executed the Agreement, this Agreement's effective date shall be the date that this Agreement is entered into as first set forth on page 1 of this Agreement.

**20.2 Termination:** This Agreement shall terminate upon the earlier of:

**20.2.1 Failure to Obtain Funding:** Under Section 4 of this Agreement, the City and URA have certain infrastructure responsibilities contingent upon obtaining sufficient funds based upon the sources in the Finance Plan. If, after exercising diligence and best efforts, the City or URA is unable to obtain sufficient funds for all or part of any of the recited off-site infrastructure, and concurrency for a particular phase cannot be reasonably assured, the City or URA as the case may be shall promptly notify in writing the Developer of the efforts made and the outcome results. If Developer is unable to obtain funding for any portion of its obligations, it shall promptly notify the City in writing of the efforts made and the outcome results. If the parties cannot come to agreement within 30 days of the notice as to a refunding plan, a bridge loan plan, re-phasing plan or any other means of funding to reasonably assure concurrency, then either party may initiate the dispute resolution process described in Section 19. In the event of termination under this subsection, any outstanding projects under construction shall be completed unless the Parties agree otherwise. This section is not intended to exclude the Parties from otherwise mutually reaching accord in a refunding, bridge loan, re-phasing plan or any other means of funding infrastructure.

**20.2.2 Uncured Default:** In the event an uncured event of default exists pursuant to Section 18 above, and a written election of termination is provided by the non-defaulting Party to this Agreement.

**20.2.3 Mutual Agreement:** Upon mutual agreement of the Parties in writing.

**20.2.4 Completion of Development:** Upon completing the last phase of development set forth in Exhibit D.

**21. Notices:** All notices under this Agreement shall be in writing and delivered in person, by facsimile, or by first-class mail to the following:

If to Developer:

Craig Brown  
Matrix Development Corporation  
12755 SW 69<sup>th</sup> Ave., Ste. 100  
Portland, OR 97223  
Fax (503) 598-8900

If to City:

Michael E. Kohlhoff, City Attorney  
City of Wilsonville  
30000 SW Town Center Loop E  
Wilsonville, OR 97070  
Fax (503) 682-1015

Copy to:

John M. Junkin  
Bullivant Houser Bailey  
888 SW Fifth Ave., Ste. 300  
Portland, OR 97204  
Fax (503) 295-0915

**22. Right-of-Way Sale, Dedication and Donation:** Other than right-of-way (for utilities and/or streets) required by City to be dedicated by the Owners or as otherwise agreed to be provided herein by Developer, the City shall be responsible for the acquisition of all right-of-way required to be acquired in connection with the development of the Property from Other Owner Property, and including right of way for any off-site improvements. The City acknowledges that the Owners may sell, dedicate or donate portions of the Property or Other Owner Property to the City, and in the event any Owner does so, the City agrees that it will take such purchased, dedicated or donated properties subject to the Developer's right to construct certain non-residential structures, such as water quality and detention facilities, rain water systems, trails, parks and open space on such property, with no cost for the use of such property, subject to such conditions as may be imposed during the specific area planned approval and the preliminary



development planned approval and subject to an Agreement concerning maintenance of the non-residential structures. In keeping with the above, Developer will dedicate any right of way associated with Boeckman Road from property over which it owns or has an option to purchase, and the City and/or URA will deal directly with the Bischof/Lund ownership for Boeckman Road right of way over property they have retained and not sold or optioned to develop as well as any such other property Bischof/Lund has expressed an interest in donating to the City.

**23. Further Assurances:** Each Party shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder in good faith, to carry out the intent of the Parties hereto.

**24. Modification or Amendment:** No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by the Parties hereto.

**25. Relationship:** Nothing herein shall be construed to create an agency relationship or a partnership or joint venture between the Parties.

**26. Burden and Benefit; Assignment:** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Developer or Owner, as the case may be, covenant and agree that it shall notify any successor in interest or any tenant on the Project Property of Developer's or Owners' respective obligations under this Agreement. A Party may not assign this Agreement without the prior written consent of the other Party(s), which consent shall not be unreasonably withheld, conditioned or delayed.

**27. No Continuing Waiver:** The waiver of either Party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

**28. Applicable Law:** This Agreement shall be interpreted under the laws of the State of Oregon.

**29. Legal Fees:** If either Party commences legal proceedings, including arbitration or mediation, for any relief against the other Party arising out of or related to this Agreement, or the breach thereof, the losing Party shall pay the prevailing Party's legal costs and expenses,

including, but not limited to, arbitration costs, reasonable attorneys' fees and expert witness fees as determined by the court or the arbitrator, at the trial level or on any appeal.

**30. Time of Essence:** Time is expressly declared to be of the essence of this Agreement.

**31. Rights Cumulative:** All rights, remedies, powers and privileges conferred under this Agreement on the Parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

**32. Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**33. No Third Party Beneficiaries:** None of the duties and obligations of any Party under this Agreement shall in any way or in any manner be deemed to create any rights in, any person or entity other than the Parties hereto.

**34. Integration / Complete Agreement:** This Agreement incorporates all terms of the agreement between the Parties as to the matters stated herein. Unless amended as provided herein, this Agreement is the exclusive agreement between the Parties as to matters stated in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

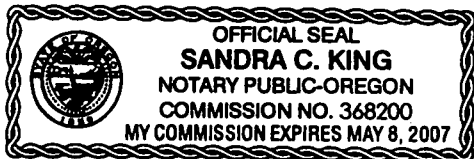
\*\*\*\*

CITY OF WILSONVILLE

By *Arlene Loble*  
Arlene Loble  
Its: City Manager

STATE OF OREGON            )  
  ) ss.  
County of CLACKAMAS    )

This instrument was acknowledged before me on June 14, 2004 by Arlene Loble, as City Manager of THE CITY OF WILSONVILLE, a municipal corporation in the state of Oregon.



*Sandra C. King*  
Notary Public for Oregon  
My commission expires: 5/8/07

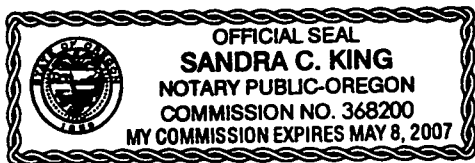
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THE URBAN RENEWAL AGENCY  
OF THE CITY OF WILSONVILLE

By *Arlene Loble*  
Arlene Loble  
Its: Executive Director

STATE OF OREGON            )  
  ) ss.  
County of Clackamas    )

This instrument was acknowledged before me on June 14, 2004 by Arlene Loble, Executive Director of THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, a municipal corporation in the state of Oregon.



*Sandra C. King*  
Notary Public for Oregon  
My commission expires: 5/8/07

APPROVED AS TO FORM

Michael E. Kohlhoff  
Michael E. Kohlhoff, City Attorney  
City of Wilsonville, Oregon

STATE OF OREGON        )  
                                  ) ss.  
County of Clackamas )

This instrument was acknowledged before me on June 14, 2004 by Michael E. Kohlhoff, as City Attorney for THE CITY OF WILSONVILLE, OREGON.

Diane M. Pankonin  
Notary Public for Oregon  
My commission expires: 11/29/07



\*\*\*\*

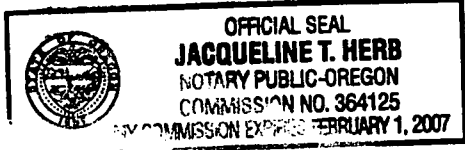
MATRIX DEVELOPMENT CORPORATION

By Craig F. Brown  
CRAIG F. BROWN  
Its: V-P

STATE OF OREGON        )  
                                  ) ss.  
County of Washington )

This instrument was acknowledged before me on June 11, 2004 by Craig F. Brown, as Vice President of MATRIX DEVELOPMENT CORPORATION, an Oregon corporation.

Jacqueline T. Herb  
Notary Public for Oregon  
My commission expires: February 1, 2007



\*\*\*\*

OWNERS:

Donald E. Bischof

DONALD E. BISCHOF

Sharon L. Lund

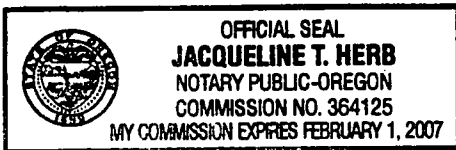
SHARON L. LUND

STATE OF OREGON )

) ss.

County of Washington )

This instrument was acknowledged before me on June 11, 2004 by Donald E. Bischof.



Jacqueline T. Herb

Notary Public for Oregon

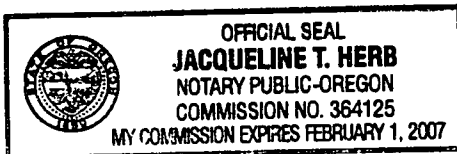
My commission expires: February 1, 2007

STATE OF OREGON )

) ss.

County of Washington )

This instrument was acknowledged before me on June 11, 2004 by Sharon L. Lund.



Jacqueline T. Herb

Notary Public for Oregon

My commission expires: February 1, 2007

Arthur C. Piculell, Jr.  
ARTHUR C. PICULELL, JR.

Dee W. Piculell  
DEE W. PICULELL

STATE OF OREGON            )  
  ) ss.  
County of Washington )

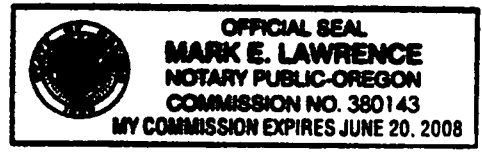
This instrument was acknowledged before me on 6-12-04, 2004 by Arthur C. Piculell, Jr.



Mark E. Lawrence  
Notary Public for Oregon  
My commission expires: 6-20-08

STATE OF OREGON            )  
  ) ss.  
County of Washington )

This instrument was acknowledged before me on 6-12-04, 2004 by Dee W. Piculell.



Mark E. Lawrence  
Notary Public for Oregon  
My commission expires: 6-20-08

THE DE ARMOND FAMILY, LLC

By Thomas H. DeArmond

Its: President

STATE OF OREGON )  
 ) ss.  
County of DESCHUTES )

This instrument was acknowledged before me on June 14, 2004 by Thomas H. DeArmond, as Pres of The DeArmond Family, LLC.



D. L. Ferguson  
Notary Public for Oregon  
My commission expires: 4-27-07

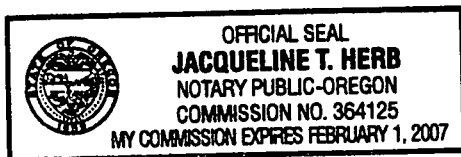
Louis J. Fasano  
LOUIS J. FASANO

Margaret P. Fasano  
MARGARET P. FASANO

STATE OF OREGON            )  
  ) ss.  
County of Washington )

This instrument was acknowledged before me on June 11th, 2004 by Louis J. Fasano.

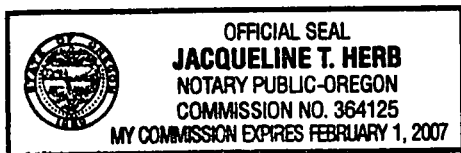
Jacqueline T. Herb  
Notary Public for Oregon  
My commission expires: February 1, 2007



STATE OF OREGON            )  
  ) ss.  
County of Washington )

This instrument was acknowledged before me on June 11th, 2004 by Margaret P. Fasano.

Jacqueline T. Herb  
Notary Public for Oregon  
My commission expires: February 1, 2007



\*\*\*\*



*Valerie Kirkendall*

VALERIE KIRKENDALL

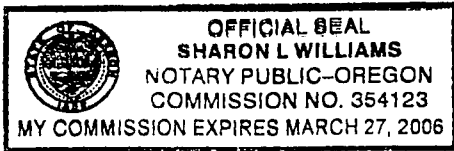
*Matthew Kirkendall*

MATTHEW KIRKENDALL

STATE OF OREGON )  
County of Washington ) ss.

This instrument was acknowledged before me on June 14, 2004 by Valerie Kirkendall.

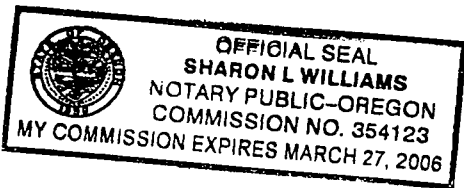
*Sharon L. Williams*  
Notary Public for Oregon  
My commission expires: 3-27-2006



STATE OF OREGON )  
County of Washington ) ss.

This instrument was acknowledged before me on June 14, 2004 by Matthew Kirkendall.

*Sharon L. Williams*  
Notary Public for Oregon  
My commission expires: 3-27-2006



**Exhibits**

A – Revised Figure 1 To Villebois Village Master Plan

B – Property Map

B-1 – Legal Description of Property

B-2 – Legal Description of Other Owner Property

B-3 – Legal Description of Kirkendall Property

C – Villebois Finance Plan

D – Development Phasing

D-1 – Map

D-2 – Table Showing Development Phasing

E – SDC Credit Criteria

F – Villebois Parks and Open Space Plan

10060488

6/15/04

The original signature pages for this agreement with Matrix Development, et al. is in the agreement section of the vault.

Sandra C. King  
City Recorder

# **DEVELOPMENT AGREEMENT**

**Between the**

**City of Wilsonville**

**and**

**The Urban Renewal Agency of the City of Wilsonville**

**and**

**Matrix Development Corporation**

**and**

**Property Owners**

**Donald E. Bischof/Sharon L. Lund**

**Arthur C. and Dee W. Piculell**

**The DeArmond Family LLC and Louis J. and Margaret P. Fasano**

**and**

**Valerie and Matthew Kirkendall**

**2004**

THIS AGREEMENT (Agreement) is entered into on the \_\_\_\_ day of June 2004, by and between the City of Wilsonville (City), a municipal corporation in the State of Oregon; The Urban Renewal Agency of the City of Wilsonville (URA), a municipal corporation in the State of Oregon; and Matrix Development Corporation (Developer), an Oregon corporation, Donald E. Bischof/ Sharon L. Lund; Arthur C. and Dee W. Piculell; The DeArmond Family LLC./ Louis J. and Margaret P. Fasano (collectively referred to as "Owners"); and Valerie and Matthew Kirkendall (Kirkendall).

## **RECITALS**

**A.** The City of Wilsonville has adopted the Villebois Village Master Plan (07B) for an urban village on property located on the west side of the City by Ordinance No. 556 adopted August 18, 2003. All Parties have a copy of the Villebois Village Master Plan, have reviewed same and Revised Figure 1 to the Plan is attached hereto as **Exhibit A**. The Villebois Village Master Plan land use plan map is included in the Finance Plan referenced in Recital C. It is understood that this plan map is intended to be refined over the next six months. All Parties, except the URA, are participating in the refinement process and the URA is following the process and being kept advised by the City.

**B.** Developer is purchasing property ("Property") within the Villebois planning area and desires to develop the Property in accordance with the Villebois Village Master Plan and the conditions set forth in this Agreement. The Property is described as set forth in **Exhibit B, 1** attached hereto and incorporated by reference as if fully set forth herein. The Property being purchased comprises approximately 100 acres and is located easterly of 110th Avenue on the Villebois Village Master Plan. The Property is being purchased by the Developer from the Owners outright in part, with rights by the Developer to purchase the remainder as development sequentially occurs. The Owners retain ownership of certain other property within the Villebois Village Master Plan Area and as more particularly described in **Exhibit B, 2** as "Other Owner Property". Unless any of the terms or conditions of this Agreement expressly state such term or condition applies to the Other Owner Property, the terms and conditions of this Agreement do not apply to such property. The Kirkendalls own property within the Villebois Village Master Plan Area and adjacent to the Developer's Property, and as more particularly described in **Exhibit B, 3** as the "Kirkendall Property".

C. The City of Wilsonville has duly adopted the Villebois Finance Plan by Resolution No. 1862, May 24, 2004, which outlines the funding plan to construct the infrastructure necessary to serve the Villebois Village Master Plan. The Finance Plan includes guidelines for infrastructure costs, financing responsibility and policies that are to be included in the Development Agreement. The Finance Plan is attached as **Exhibit C** attached hereto and incorporated by reference as if fully set forth herein.

D. The City of Wilsonville has duly adopted the Wilsonville West Side Urban Renewal Plan by Ordinance No. 560, November 3, 2003. The Villebois Village Master Plan Area is a seminal area within the West Side Urban Renewal Plan where the URA will focus efforts to encourage private development of needed housing, cure blight, and enhance development opportunities. A major component of the Finance Plan is the use of Tax Increment Financing from the Villebois Village Master Plan Area.

E. Development plans have been prepared for Villebois. The plans generally provide 655 residential units on the Property. Other parties of the Villebois Village Master Plan Area estimate 1,815 residential units to be developed west of the Property by Villebois LLC and 209 residential units to the north. These figures are used for descriptive purposes only and do not represent a development commitment.

F. Based upon the adopted Villebois Village Master Plan, Finance Plan, and West Side Urban Renewal Plan, the City Council finds and concludes that development of the Property pursuant to this Agreement is in the best interests of the City and the health, safety and welfare of its residents.

G. The Villebois Master Planner has entered into a Vesting Agreement with the City to preserve transportation capacity for development of portions of the Villebois Village Master Plan, including the Property. Completion of this commitment requires payment of funds or a waiver of remonstrance to the formation of a local improvement district (LID) that would finance certain improvements necessary to provided traffic capacity for the Villebois development.

Developer and Owners agree that they benefit from the Vesting Agreement and intend to participate in the funding of the improvements contemplated by the Vesting Agreement.

H. This Agreement and the City's and Developer's obligations herein are intended to apply to the Kirkendall Property for purposed of annexation of the Kirkendall Property to the City, provided that nothing in this Agreement shall impose upon Developer any additional obligation to provide any public infrastructure on or adjacent to the Kirkendall Property. This Agreement is not intended to apply any financial or other responsibility on the Kirkendalls nor the Kirkendall Property, nor is it intended to relieve any financial or other responsibility on the Kirkendalls or the Kirkendall Property at the time of development of the Kirkendall Property under the Villebois Village Master Plan and its implementing regulations.

NOW, THEREFORE, in consideration of the forgoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, URA, Developer and Owners agree as follows:

- 1. Property Development:** The Developer and Owners, through the Developer, agree to timely develop and sequence the development of the Property in accordance with the land uses, densities and street networks identified in the Villebois Village Master Plan (07B), the City's rules and regulations applicable thereto, the Finance Plan and Urban Renewal Plan, and the provisions of this Agreement. It is the intent of the Parties that these laws and rules and regulations shall be applied to work together (*in para materia*) for the mutual benefit of the Parties. This Agreement is limited to the Parties and the Property, Other Owner Property and Kirkendall Property, and does not cover any other property or entities. The obligations of the Other Owner Property and the Kirkendall Property are limited to only those obligations specifically set forth herein.
- 2. Funding:** Funding commitments are outlined in the Finance Plan that is attached as **Exhibit C**. The Plan is a guideline that will be used throughout the phases of development of the Property. The Developer understands and agrees that the City shall apply the provisions of the Finance Plan to determine cost responsibility for various aspects of the project financing as well as identifying the means to plan and fund infrastructure necessary to establish concurrency of

infrastructure to support development. However, the Finance Plan does not detail infrastructure cost sharing among various ownerships within the Villebois Village Master Plan Area.

**3. Development Phasing:** The Developer has prepared a preliminary phasing plan for the Property and this is attached as **Exhibit D** and incorporated by reference as if fully set forth herein. The preliminary phasing plan as developed for the Property is compatible with the needed infrastructure as determined by an earlier phasing plan for the entire Villebois Village. The Parties understand that the provision of public infrastructure and private development are interdependent upon each other and that financing of each is likewise interrelated and, therefore, the timing and sequencing of each will be extremely important requiring cooperation of all the Parties to this Agreement. Further, the development of the Property and the development of the west side of the Villebois Village Master Plan Area are interdependent. As such, City shall issue development and building permits, as between the Property development and the west side development, in an equitable and fair manner consistent with **Exhibit D**.

**4. Public Responsibility for Infrastructure:** The City is responsible for construction and cost control for the following infrastructure projects, absorbing any cost overruns and retaining any cost savings. The City's commitment to these projects is contingent upon obtaining funding outlined in the Finance Plan. When the City receives the funds as described in the Finance Plan, it shall spend the funds consistent with the Finance Plan on the projects listed in this Agreement according to the priorities set forth in this Agreement. Based upon standard concurrency policy, the City shall determine concurrency for any phase of Property's development and build improvements as needed to meet concurrency requirements consistent with this Agreement. Based on the analysis performed in the Finance Plan, set forth as **Exhibit C**, hereto, if construction of housing units occurs at a pace not less than that described in **Exhibit D** the City will have sufficient revenues from SDC's, tax increment financing, and other revenue sources to build the infrastructure specified under the commitments in this section. The projects are included in the Finance Plan under Attachments E and F to the Finance Plan. Projects needed to meet concurrency standards along with parks, school site acquisition and sprinkler installation, shall receive first priority for funding and scheduling.

4.1 **Construction Priorities:** The City agrees that priority must be placed on the construction of Boeckman Road to 110<sup>th</sup> and Barber Street connecting at Coffee Lake Drive.



Funding priorities and specific dates have been identified for completion of these projects (see Exhibit C).

4.2 **Boeckman Road:** The Boeckman Road project extends from 95<sup>th</sup> to 110<sup>th</sup> and is estimated to cost \$14,928,027. The City accepts the responsibility for substantial completion and opening the project by December 31, 2006. This Project is listed in the City's adopted Capital Improvement Program. A temporary 110<sup>th</sup> connection will be constructed by the City as part of the Boeckman construction to be used for access to the Property until such time as Villebois Drive is built connecting Boeckman to the Property. A 24-inch water line will be included in the project.

4.3 **Tooze Road:** The Tooze Road project extends from 110<sup>th</sup> to Grahams Ferry and is estimated to cost \$2,655,200. The City accepts responsibility for substantial completion and opening the project. Private developers will construct half-street improvements adjacent to their property as development occurs. The City acknowledges that neither Developer nor Owners, or the Property or Other Owner Property shall have any financial or other responsibility for this portion of the project.

4.4 **Barber Street:** City agrees to construct Barber Street and required utilities, including sewer and water, from railroad tracks crossing east of Kinsman to Coffee Lake Drive at an estimated cost of \$5,416,200. The City accepts responsibility for substantial completion and opening the project by October 2008 subject to a sewer and water line extension payback agreement with the benefiting properties within the Villebois Village Master Plan Area. Except pursuant to the sewer and water line extension payback agreement, the City acknowledges that neither Developer nor Owners, or the Property or Other Owner Property, shall have any initial financial or other responsibility for this portion of the project. At the time of PDP approval, the Developer shall be responsible to reimburse the City the Developer's, proportionate share (35%) of the construction costs for the sewer and water line less oversizing at 20% through a sewer and water line extension agreement. If grant monies exceed \$2.5 million for Barber, then the City would apply such monies to the costs for the sewer and waterlines to reduce proportionately the participants' obligations (including refunding any monies paid by participants). Barber Street from Coffee Lake Drive to 110th is the responsibility of the Developer (see Section 5.5, below).

City agrees to provide SDC credits for the oversizing of Barber Street section, including any utilities therein, privately built, as provided in Section 5.4 below.

4.5 **Graham's Ferry:** Graham's Ferry Road project extends from Tooze to the southern border of the Property currently abutting property known as the Living Enrichment Center and is estimated to cost \$1,799,200 for the City portion. The City accepts responsibility for completing construction as funds are available. Private developers will construct the half-street improvements adjacent to their property as development occurs. The City acknowledges that neither Developer nor the Owners or the Property or Other Owner Property shall have any financial or other responsibilities for this project.

4.6 **Kinsman:** Kinsman Road project extends from Barber Street to Boeckman Road and includes the road (\$4,281,750), 48" water main (\$2,349,000), and 21"+24" sanitary sewer (\$766,200). The City accepts the responsibility for substantial completion and opening this project, as funds are available. Every effort shall be made to construct this project prior to 2013 as called for in the Finance Plan. The City acknowledges that neither Developer nor the Owners or the Property or Other Owner Property shall have any financial or other responsibilities for this project.

4.7 **24" Sewer Line:** This Project is located south of Villebois and south of Wilsonville Road. The City accepts the responsibility for substantial completion and opening the project when needed to meet capacity requirements and when funds are available. The City acknowledges that neither Developer nor the Owners or the Property or Other Owner Property shall have any financial or other responsibilities for this project.

4.8 **Brown Road from Wilsonville Road to Evergreen Street:** The Brown Road Project extends from Wilsonville Road to Barber Street at an estimated cost of \$2,610,700. Except Brown Road from Evergreen to Barber (see Section 5.6, below), the City accepts responsibility for substantial completion and opening this project when needed for the development of the Property and when funds are available. The City acknowledges that neither Developer nor the Owners or the Property or Other Owner Property shall have any financial or other responsibilities for this project.

**4.9 Villebois Drive from Coffee Lake Drive to Boeckman/ Tooze Intersection:** City accepts responsibility for substantial completion and opening this project, including City utilities. The construction of this project shall be timed and coordinated with the construction of Villebois Drive from 110th to Coffee Lake Drive (see Section 5.4, below). The City acknowledges that neither Developer nor Owners or the Property or Other Owner Property shall have any financial or other responsibility for this portion of the project, other than providing necessary right of way.

**5. Developer Infrastructure Projects:** The Developer is responsible for construction and cost control for the following infrastructure projects within the Property, absorbing any cost overruns and retaining any cost savings. In constructing these projects, the Developer will be entitled to SDC credits set forth in **Exhibit E** and incorporated by reference as if fully set forth herein. The Developer shall exercise due diligence and good faith efforts to obtain sufficient funds reasonably available in the financial marketplace.

**5.1 Loop Road:** Loop Road connects Barber Street to Villebois Drive and is located on approximately the western border of the Property and is estimated to cost \$857,000, with \$364,200 anticipated in SDC credits. The neighboring western property owner will be required to participate in the cost of this project. This Project is to be completed by the Developer and/or neighboring western property owner, as the market requires.

**5.2 Local Projects:** Local streets will be built to City standards by Developer, as the market requires. The Developer shall be entitled to SDC credits for the construction of Coffee Lake Drive, as provided in the Finance Plan (Exhibit C, Attachment E-1).

**5.3 Villebois Storm Water Facilities:** Except as otherwise provided herein, the Developer will be responsible for the construction of storm water facilities on the Property and Other Owner Property, in accordance with the criteria contained in the Villebois Village Master Plan.

**5.4 Villebois Drive:** This Project is from 110<sup>th</sup> to Boeckman/ Tooze intersection, with an estimated cost of \$806,000 and \$240,250 for the water line located therein. Developer agrees to provide right of way for Villebois Drive and the water line, from 110<sup>th</sup> to the

Boeckman Road/ Tooze Road intersection, not later than the time the City determines the construction of this project is necessary. City shall be responsible for construction of that portion of this project from Coffee Lake Drive to the Boeckman/Tooze intersection (see Section 4.9, above). Developer will construct that portion of this project from 110<sup>th</sup> to Coffee Lake Drive, as the Developer's market requires. In the event City desires earlier construction of this portion of the project, City may proceed with the construction, and thereafter allocate costs of construction, at appropriate time of development phasing.

**5.5 Barber Street Connection from 110<sup>th</sup> to the eastern boundary of the Villebois Village Master Plan Area:** Developer shall construct this project from 110<sup>th</sup> to Coffee Lake Drive and shall provide City with the right of way for this project, within Other Owner Property, from Coffee Lake Drive to the eastern boundary of the Villebois Village Master Plan Area. This project has an estimated cost of \$1,768,000 of which \$594,000 shall be available for SDC oversize credits.

**5.6 SDC Credits:** The City agrees to provide SDC credits based upon City's standard criteria for oversizing. The criteria for SDC credits and sample calculation are attached as **Exhibit E** and incorporated by reference as if fully set forth herein.

**6. Local Improvement District (LID):** Unless otherwise pre paid by Owners, Developer, or both, the Developer and the Owners agree the Property will participate in a LID for an amount up to \$1.602 million in lieu of Supplemental Street Systems Development Charges (SSSDC's) imposed under statutory and City authority. The LID funds are to be used to fund a proportionate share of the I-5/Wilsonville Road Interchange improvements (up to \$1.602 Million) impacted by PM hour trips generated by Villebois (such infrastructure funding otherwise being subject to SSSDC charges). The intent of the LID is to provide a conduit for the financing of the I-5 Interchange improvements, with the LID participating properties being reimbursed, from SSSDC's to be levied by the City, as provided herein. Any obligations to the LID shall run with the land and the Developer's and Owners' obligations under this section and any other provision of this Agreement shall terminate if and when Developer and/or Owner(s) cease to own the property.

6.1 **Benefited Property:** The LID area is to include all of the Property. Developer and Owners agree the I-5 Interchange Improvements specially benefit the Property and agree to waive remonstrance to the formation of the LID. The LID may include the Westside properties of the Villebois Village Master Plan Area. The Parties recognize there is special benefit to the Property to preserve trips for all of the Villebois Village Master Plan Area, which may also benefit properties within Villebois but not being assessed.

6.2 **SSSDC Credits for LID:** Owner or Developer as an owner shall be entitled to credits against the SSSDC's in the amount of any portion of the LID assessment paid by Owner or Developer as owner that is attributable to principle but shall not be entitled to credit for any amount attributable to interest or bond issuance costs. The bond assessments are to be refunded by the City from any SSSDC's collected by the City from builders, including builders for other property within the Villebois Village Master Plan Area, but not electing to be included in the LID, together with that property's proportionate share of interest, issuance cost, or prepayment penalty cost incurred by the Owner or Developer as owner.

6.3 **Payment of SSSDC Credits for LID:** In order to equitably fulfill the obligations in Section 6 above, the City agrees to provide SSSDC reimbursements for the amount of LID assessment for SSSDC credits and for the Owner or Developer as owner, as the case may be. City agrees to pay directly to Owner or Developer, as owner, as funds are received by the City for the SSSDC payments from builders who have received building permits. The City's SSDC's do not include interest and financing costs of the LID. City agrees to establish an SSDC refunding surcharge to equitably reimburse Owners or Developers who prepaid the pro rata share of SSDC's through an LID for property outside the LID which assessments for SSDC's would have burdened such other property prematurely, but by means of the pre-payment have provided the transportation infrastructure which allows property to develop.

6.4 **Apportionment of Assessment:** The Parties further understand that the Property will secure the bond assessment payments. As the Property is developed in phases, subdivided, or partitioned, such phase, subdivision, or partition shall have its corresponding proportionate share of the assessment and any accrued interest paid in full, together with a prepayment penalty

to ensure the collected funds will cover the payments to the bond holders as well as freeing the phase, subdivision, or partition for development without a reassessment lien.

**6.5 Vesting of Trips:** The specific allocation of trips from I-5 funded as part of the LID are detailed Section 8. I-5 vested trips are allocated at \$3,000 per trip. The proposal is to allocate the full 569 trips for the Villebois Village Master Plan to the LID participants, of which 35 have previously been vested and allocated to Costa Pacific which leaves the total needed at 534 trips. An additional 410 trips have been preserved for Villebois by a vesting agreement with the City. By financing the 534 trips, Villebois will be in a position to capture the remaining 124 trips as they become available. In lieu of the Property being included in the LID, Developer may elect to pay the funding of its proportionate share of the LID improvements directly.

**7. Master Plan Preparation Fee:** The City and the Villebois Master Planner shall be reimbursed for a proportional share of the cost incurred by both parties in preparation of the Villebois Village Master Plan. The estimated reimbursement is \$500,000 to the City of Wilsonville and \$500,000 to the City's Villebois Master Planner. To secure the reimbursement, the City shall establish a master-planning fee to be paid at the time application is made for a building permit by builders within Villebois. The Villebois Master Planner shall not be reimbursed for costs associated with planning for the development of their own property. Both the City and Villebois Master Planner shall be reimbursed for their mutual master planning efforts by the benefiting properties that are within the Villebois Urban Village but outside the Villebois Master Planner property. For the Property the fee shall be \$900 for a single-family unit and \$600 for a multi-family unit with \$210/\$140 to the City and the remainder paid to the Master Planner. Other properties within the Villebois Urban Village, not subject to the LID, shall be assessed a fee of \$1200 for single family units and \$800 for multi-family units with the \$210/\$140 to the City and the remainder paid to Master Planner. The fees shall be adjusted annually to reflect the increase in the Pacific Northwest Construction Consumer Price Index (published by Engineering News-Record for Seattle, Washington).

**8. I-5 Interchange Access:** Developer has agreed to vest trips through the City for access to the I-5 interchange and has committed to signing a waiver of remonstrance for an appropriate Local Improvement District as discussed in Section 6. A total of 410 trips are subject to a vesting agreement for the entire Villebois development. A total of 534 trips are anticipated to be

needed for full development. The allocation of trips among the Villebois Village Master Plan Area is intended to be proportionate with the assessments (or direct payment) of properties within the proposed LID and of the estimated \$1.602 million for this project. The Property's share is estimated to be \$426,000. Therefore it is anticipated to be: for Developer's Property 131 trips; for the west side Villebois Village Master Plan Area developer 358 trips; for remainder of Villebois Village Master Plan Area 45 trips.

**9. Transit Service:** City agrees to incorporate Villebois Village Master Plan Area into the SMART service area and provide transit service in accordance with the development of Villebois and fund availability.

**10. Sprinkler Systems:** Developer shall install or cause to be installed an automatic fire sprinkler system in all buildings not otherwise required to be sprinkled by the Oregon State Structural Specialty Code. All One and Two Family Dwellings, including "row houses," shall be provided with a NFPA 13D Multi-Purpose fire sprinkler system. To offset the cost of sprinkler system, the City agrees to initiate legislation to reduce the water SDC by \$1.21 per square foot of the dwelling unit for one and two family dwellings including row houses. The reduction is limited to a maximum of \$3,984 for single-family homes and row houses. For two family homes, the maximum reduction will be limited to the water SDC for the two family dwelling. Should installation of a fire sprinkler require an increase in meter size, the SDC shall be collected at the standard rate for a five-eighths by three-quarters meter used for a single-family residential unit. Pending adoption of proposed City legislation, the City shall initiate the SDC reduction. If the reduction allowed is greater than that which is subsequently adopted by the City Council, URA shall pay the difference to the City. If the reduction allowed is less than that which is subsequently adopted by the City Council, the URA shall pay the difference to the payor of the SDC.

**11. Rainwater System and Parks Maintenance:** The design of the rainwater system and the park facilities might generate maintenance costs in excess of those funded by typical City fees. Developer acknowledges that analysis of the costs is underway and agrees to support imposition of such an additional fee if it accurately reflects the cost of maintenance to the City, is reasonable and is required. In lieu of a fee, a Maintenance Memorandum of Understanding may be required.

**12. Wilsonville/Villebois Village Parks:** Developer agrees to develop parks and open space in accordance with the plan attached as **Exhibit F** in this Agreement. The City and URA agree to support parks development with the following components:

**12.1 Park and Master Plan Amendment:** City agrees to prepare an amendment to the Wilsonville Parks and Recreation Master Plan that will add the Villebois Village Master Plan Area and specify Parks SDC's for Villebois at the same level as the rest of the City to assure equal participation in parks SDC for the Villebois area.

**12.2 Park SDC Credit:** City agrees to provide credits to Developer for actual construction costs for park development on the Property, including but not limited to providing restrooms and parking in Neighborhood parks, in accordance with the standard criteria used by the City. The City recognizes that in the event the Developer provides regional parks additional costs will be experienced by the Developer. The City recognizes that additional costs for regional park development including enhancement of Trail Head Park and development of Tonquin Trail will be experienced by the Developer and credits for regional park development will be allowed up to \$1,391 per EDU.

**12.3 Park Financing:** City and URA recognize that parks in a high-density urban village will require significant investment. Developer has included parks as depicted in **Exhibit F** attached. City and Developer agree that the Tonquin Trailhead Park and public trail along Coffee Lake Drive are important amenities and a priority for development. In addition to the dedication of the park land, the Developer agrees to invest \$1.852 million in parks development, provided that \$1,052,000 of which will be creditable subject to the City's normal criteria for granting parks SDC credits. The Parties agree to prepare a detailed expenditure estimate, cost allocation plan, and schedule for parks development. The City and URA agree to explore other sources of funding, if necessary, to assure that the high quality of parks development be attained.

**13. Annexation:** Developer is purchasing the Property, which must be annexed to the City. The Owners and Kirkendalls have submitted to the City petitions for the annexation of the Property to the City.. Execution of this Agreement is understood by the Parties to be a pre-condition to annexation and City will proceed with the annexation of the Property, Other Owner Property and Kirkendall Property upon the execution of this Agreement. City shall file with the



Secretary of State the annexation records as provided in ORS 222.177 and ORS 222.900 not later than August 2, 2004.

**14. School Site:** City and the developer of the west side of the Villebois Village Master Plan Area have agreed on the general location of the school site. City and URA, in cooperation with the West Linn/ Wilsonville School District, intend to proceed with acquisition of the site. Final agreement on the exact site description will be determined in an amendment to the Villebois Village Master Plan Area. The school site is not located on the Property.

**15. Indemnity:** To the extent allowed by law, each Party agrees to indemnify the other and hold the other harmless from and against any and all claims of third parties arising out of the Party's actions under this Agreement to the extent such claims allege that the Party has either failed to perform as required in the Agreement or performed negligently. Without limiting the foregoing, each Party hereby specifically indemnifies the other against any obligation to pay contractors or suppliers for the construction of improvements contemplated by this Agreement.

**16. Architectural and Rainwater Plans Review:** City intends to establish a fee based upon the additional technical review needed to assure compliance with standards established in the Villebois Pattern Book and for the rainwater management system. Developer acknowledges and agrees to support imposition of such an additional fee if it accurately reflects the cost to the City and is reasonable and required. In no event will the fee initially exceed \$200 per single family, with any fee increases after the first year limited to no greater than the aforementioned Pacific Northwest Construction Consumer Price Index. Multi-family and commercial fees would also be established based upon actual cost to the City to provide such technical review.

**17. Commencement and Pursuit of Development and Necessary Public Infrastructure:** As stated above, the Parties will need to work cooperatively due to the timing and the sequencing of the phases of development as it relates to necessary infrastructure improvements, and the financing of such improvements. During a long term, complex undertaking, unavoidable delay may occur and therefore this section has been developed to assist the Parties under such circumstances.

17.1 **Force Majeure (All Parties):** No Party shall be liable to the other for any delay in the commencement and pursuit of the development or failure to proceed with and complete necessary infrastructure improvements, due to causes beyond its control, including but not limited to: acts of God, the public enemy, the government (except for tax law changes), or of the other Party; litigation or appeals filed by third parties which prevent or delay a Party's performance; fires, floods, epidemics, quarantine restrictions, bid protests, earthquake, explosion, mob violence, or riot; condemnation; unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the control of the Parties. In the event a Party determines that *force majeure* event exists as described above, then that Party shall give notice of that event and its cause(s) to the other Party within thirty (30) days of determining such *force majeure* conditions exist.. Thereafter, unless otherwise mutually agreed, within thirty (30) days of receiving such notice the parties shall meet to review and discuss the basis for the delay in development due to *force majeure* conditions; to consider impacts of any such conditions on the Project and/or funding of any necessary infrastructure; and any remedial steps and/or modifications to the Villebois Village Master Plan, Finance Plan, Development Phasing, or this Agreement in order to address delay in development. Any other principals in the Villebois Village Master Plan shall be included in such meeting. In the event the Parties are unable to reach an agreement that *force majeure* conditions exist, causing delay in development; or the Parties cannot agree as to any remedial actions, including modification of the Villebois Village Master Plan, Finance Plan, Development Phasing or this Agreement, the Parties shall proceed as set forth in Section 17.4 below.

17.2 **Adverse Market Conditions (Developer):** It is expressly understood and agreed that commencement of the development or any phase thereof is subject to market conditions. In the event the Developer elects not to commence development, or any phase thereof, due to "adverse market conditions", the Developer, within fifteen (15) days of determining adverse market conditions exist requiring delay in development, shall provide City and URA with written notice of its intent to delay commencement or continuation of development. "Adverse Market Conditions" is defined as the Developer not being likely to produce a reasonable return on equity, based upon all relevant market factors, including, but not limited to: recent sales or leasing of existing similar projects, interest rates, availability of financing and the state of the local economy. Thereafter, unless otherwise mutually agreed, within thirty (30) days of

receiving notice from the Developer, the Developer, City and URA shall meet to review and discuss the basis for the delay in development due to adverse market conditions; to consider impacts of any such delay on the Project and/or funding of any necessary infrastructure; and any remedial steps and/or modifications to the Villebois Village Master Plan, Finance Plan, Development Phasing, or this Agreement in order to address delay in development. Any other principals in the Villebois Village Master Plan shall be included in such meeting. In the event the Parties are unable to reach an agreement that adverse market conditions exist, causing delay in development; or the Parties cannot agree as to any remedial actions, including modification of the Villebois Village Master Plan, Finance Plan, Development Phasing or this Agreement, the Parties shall proceed as set forth in Section 17.4 below.

**17.3 Delay to City Financed Improvements/Infrastructure (City and URA):** The timely construction and availability of certain necessary public infrastructure is critical to the development of Villebois (See Section 4.1). The City and URA shall proceed with the financing and construction of such infrastructure in a timely manner in order to assure concurrency with the development of the Villebois Village Master Plan, and as provided in the Finance Plan and this Agreement. In the event the City or URA determine that funding is not sufficiently available to proceed with construction of any infrastructure improvement necessary for development, and that a reasonable resolution or alternative to provide for such funding is not reasonably available to the City or URA, the City and URA, within fifteen (15) days of determining construction of necessary public infrastructure must be delayed due to lack of funding, shall notify the Developer, in writing, of its intent to delay construction of any necessary infrastructure. Thereafter, unless otherwise mutually agreed, within thirty (30) days of receiving notice from the City, the City and URA and Developer shall meet to review and discuss the basis for the delay in constructing any necessary infrastructure; and any remedial steps and/or modifications to the Villebois Village Master Plan, Finance Plan, Development Phasing, or this Agreement that may be required in order to address delay in construction of the necessary infrastructure. Any other principals in the Villebois Village Master Plan shall be included in such meeting. In the event the Parties are unable to reach an agreement that a lack of funding exists, causing delay in construction of the necessary infrastructure; or the Parties cannot agree as to any remedial actions, including modification of the Villebois Village Master Plan, Finance Plan, Development Phasing or this Agreement, the Parties shall proceed as set forth in Section 17.4 below.

**17.4 Dispute Resolution Process:** In the event of a *force majeure* event, pursuant to Section 17.1 above; or either Developer, pursuant to Section 17.2 above, or City or URA, pursuant to Section 17.3 above, meet and are unable to reach an agreement as to a basis for delay, and/or appropriate steps to be taken as a result of a claim of delay in the pursuit of the development or the construction of necessary public infrastructure, the Parties shall in good faith proceed as follows:

**17.4.1 Mediation:** The Parties shall submit the matter to mediation. No mediation shall occur sooner than forty-five (45) days from the last meeting between the Parties, as provided in Sections 17.2 and 17.3 above, unless otherwise agreed to by the Parties. The mediator shall be a professional mediator who is unaffiliated with the Parties and shall be mutually agreed upon by the Parties; provided, however, in the event the Parties cannot reach an agreement on a mediator, each Party shall submit three (3) names for a of a professional mediator who is unaffiliated with the Parties, and any common name submitted shall be chosen as the mediator. In the event there is no common mediator, all names shall be placed in a hat and the mediator chosen from drawing from the hat. Any other principals in the Villebois Village Master Plan shall be invited to such mediation. The mediator shall work with the Parties to confirm any delay is supported by the circumstances and to reach an agreement as to the time of delay and/or modification of the Master Plan, Finance Plan, Development Phasing or this Agreement. In the event the Parties are unable to reach any agreement by the conclusion of the mediation, either Party may terminate this Agreement by providing written notice to the non-terminating Party. The costs of the mediator shall be shared equally by the Parties.

**18. Default:**

**18.1 General:** In the event that one Party believes that any other Party or Parties is in violation of this Agreement, that Party shall give the alleged defaulting Party or Parties written notice of the alleged default. In the event the alleged default is not cured within 30 days from the date of the notice or such time as otherwise agreed to in writing by the Parties, the Parties shall resolve the dispute by the dispute resolution process set forth in section 20.

**18.2 Bankruptcy:** Any assignment by the Developer for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over any

of such Parties. There shall be no cure for a breach under this Section 18.2. However, a default under this Section 18.2 caused by a Party being subjected to or taking one of the above actions shall be a default as to only that Party.

## **19. Dispute Resolution:**

**19.1 Controversies:** Except for issues of delay as set forth in Section 17, above, controversies among the Parties and/or between any two of them shall be resolved, to the extent possible, by informal meetings and discussions in good faith between them. If a dispute cannot be resolved in that manner within thirty (30) business days of the first such meeting, any Party may elect to exercise its right to require mediation of the dispute.

**19.2 Mediation:** During mediation, the Parties agree to negotiate in good faith as to the matter submitted to mediation. In such event, the Party requesting mediation shall appoint a recognized mediator. No mediator shall be an employee, officer, board member, consultant, supplier or customer, or otherwise be affiliated with any of the Parties. The mediator shall be reasonably qualified to act as a mediator with respect to construction contracts. Each Party shall share equally in the out-of-pocket costs for mediation; provided that the mediator shall be empowered to require one Party to pay more than its pro rata share of the expenses if the mediator determines that such Party is not negotiating in good faith in the mediation process. In no instance, however, shall any Party be required to pay attorneys' fees incurred in the mediation by the other Party. The location of the mediation and specific procedures relating to the mediation shall be determined by the mediator, and each Party agrees to comply with all decisions, directions, instructions and procedures made or established in good faith by the mediator.

**19.3 Arbitration:** If the Parties are unable to resolve a controversy using mediation within thirty (30) days after commencement thereof, the dispute shall be settled by binding arbitration, and a corresponding judgment may be entered in a court of competent jurisdiction. Arbitration of any dispute may be initiated by any Party sending a written demand for arbitration to the other Party. This demand will specify the matter in dispute and request the appointment of an arbitrator. The mailing of the demand to the Parties at the address set forth herein will be

deemed personal service and accepted by the Parties for any arbitration or proceeding with respect to this Agreement. The arbitrator will be selected from a list provided by the arbitration service selected by the Party initiating arbitration. The arbitration hearing will be conducted in accordance with the procedural rules set forth in the arbitration rules of the arbitration service selected. The situs of the arbitration will be in the Portland-Metropolitan Area or such other place as the Parties agree. The arbitrator shall not be empowered to award punitive or exemplary damages to any Party. The decision of the arbitrator shall be binding on the Parties and may be enforced by any court of competent jurisdiction.

## **20. Term and Termination:**

20.1 **Effective Date:** This Agreement is effective when all the Parties have executed the Agreement, this Agreement's effective date shall be the date that this Agreement is entered into as first set forth on page 1 of this Agreement.

20.2 **Termination:** This Agreement shall terminate upon the earlier of:

20.2.1 **Failure to Obtain Funding:** Under Section 4 of this Agreement, the City and URA have certain infrastructure responsibilities contingent upon obtaining sufficient funds based upon the sources in the Finance Plan. If, after exercising diligence and best efforts, the City or URA is unable to obtain sufficient funds for all or part of any of the recited off-site infrastructure, and concurrency for a particular phase cannot be reasonably assured, the City or URA as the case may be shall promptly notify in writing the Developer of the efforts made and the outcome results. If Developer is unable to obtain funding for any portion of its obligations, it shall promptly notify the City in writing of the efforts made and the outcome results. If the parties cannot come to agreement within 30 days of the notice as to a refunding plan, a bridge loan plan, re-phasing plan or any other means of funding to reasonably assure concurrency, then either party may initiate the dispute resolution process described in Section 19. In the event of termination under this subsection, any outstanding projects under construction shall be completed unless the Parties agree otherwise. This section is not intended to exclude the Parties from otherwise mutually reaching accord in a refunding, bridge loan, re-phasing plan or any other means of funding infrastructure.

**20.2.2 Uncured Default:** In the event an uncured event of default exists pursuant to Section 18 above, and a written election of termination is provided by the non-defaulting Party to this Agreement.

**20.2.3 Mutual Agreement:** Upon mutual agreement of the Parties in writing.

**20.2.4 Completion of Development:** Upon completing the last phase of development set forth in Exhibit D.

**21. Notices:** All notices under this Agreement shall be in writing and delivered in person, by facsimile, or by first-class mail to the following:

If to Developer:

Craig Brown  
Matrix Development Corporation  
12755 SW 69<sup>th</sup> Ave., Ste. 100  
Portland, OR 97223  
Fax (503) 598-8900

If to City:

Michael E. Kohlhoff, City Attorney  
City of Wilsonville  
30000 SW Town Center Loop E  
Wilsonville, OR 97070  
Fax (503) 682-1015

Copy to:

John M. Junkin  
Bullivant Houser Bailey  
888 SW Fifth Ave., Ste. 300  
Portland, OR 97204  
Fax (503) 295-0915

**22. Right-of-Way Sale, Dedication and Donation:** Other than right-of-way (for utilities and/or streets) required by City to be dedicated by the Owners or as otherwise agreed to be provided herein by Developer, the City shall be responsible for the acquisition of all right-of-way required to be acquired in connection with the development of the Property from Other Owner Property, and including right of way for any off-site improvements. The City acknowledges that the Owners may sell, dedicate or donate portions of the Property or Other Owner Property to the City, and in the event any Owner does so, the City agrees that it will take such purchased, dedicated or donated properties subject to the Developer's right to construct certain non-residential structures, such as water quality and detention facilities, rain water systems, trails, parks and open space on such property, with no cost for the use of such property, subject to such conditions as may be imposed during the specific area planned approval and the preliminary

development planned approval and subject to an Agreement concerning maintenance of the non-residential structures. In keeping with the above, Developer will dedicate any right of way associated with Boeckman Road from property over which it owns or has an option to purchase, and the City and/or URA will deal directly with the Bischof/Lund ownership for Boeckman Road right of way over property they have retained and not sold or optioned to develop as well as any such other property Bischof/Lund has expressed an interest in donating to the City.

**23. Further Assurances:** Each Party shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder in good faith, to carry out the intent of the Parties hereto.

**24. Modification or Amendment:** No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by the Parties hereto.

**25. Relationship:** Nothing herein shall be construed to create an agency relationship or a partnership or joint venture between the Parties.

**26. Burden and Benefit; Assignment:** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Developer or Owner, as the case may be, covenant and agree that it shall notify any successor in interest or any tenant on the Project Property of Developer's or Owners' respective obligations under this Agreement. A Party may not assign this Agreement without the prior written consent of the other Party(s), which consent shall not be unreasonably withheld, conditioned or delayed.

**27. No Continuing Waiver:** The waiver of either Party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

**28. Applicable Law:** This Agreement shall be interpreted under the laws of the State of Oregon.

**29. Legal Fees:** If either Party commences legal proceedings, including arbitration or mediation, for any relief against the other Party arising out of or related to this Agreement, or the breach thereof, the losing Party shall pay the prevailing Party's legal costs and expenses,



including, but not limited to, arbitration costs, reasonable attorneys' fees and expert witness fees as determined by the court or the arbitrator, at the trial level or on any appeal.

**30. Time of Essence:** Time is expressly declared to be of the essence of this Agreement.

**31. Rights Cumulative:** All rights, remedies, powers and privileges conferred under this Agreement on the Parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

**32. Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

**33. No Third Party Beneficiaries:** None of the duties and obligations of any Party under this Agreement shall in any way or in any manner be deemed to create any rights in, any person or entity other than the Parties hereto.

**34. Integration / Complete Agreement:** This Agreement incorporates all terms of the agreement between the Parties as to the matters stated herein. Unless amended as provided herein, this Agreement is the exclusive agreement between the Parties as to matters stated in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

\*\*\*\*

CITY OF WILSONVILLE

By \_\_\_\_\_  
Arlene Loble  
Its: City Manager

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Arlene Loble, as City Manager of THE CITY OF WILSONVILLE, a municipal corporation in the state of Oregon.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

\*\*\*\*

THE URBAN RENEWAL AGENCY  
OF THE CITY OF WILSONVILLE

By \_\_\_\_\_  
Arlene Loble  
Its: Executive Director

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Arlene Loble, Executive Director of THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, a municipal corporation in the state of Oregon.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Michael E. Kohlhoff, City Attorney  
City of Wilsonville, Oregon

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Michael E. Kohlhoff, as City Attorney for THE CITY OF WILSONVILLE, OREGON.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:\_\_\_\_\_

\* \* \* \*

MATRIX DEVELOPMENT CORPORATION

By \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by \_\_\_\_\_, as \_\_\_\_\_ of MATRIX DEVELOPMENT CORPORATION, an Oregon corporation.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:\_\_\_\_\_

\* \* \* \*

OWNERS:

\_\_\_\_\_  
DONALD E. BISCHOF

\_\_\_\_\_  
SHARON L. LUND

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Donald E. Bischof.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Sharon L. Lund.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
ARTHUR C. PICULELL

\_\_\_\_\_  
DEE W. PICULELL

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Arthur C. Piculell.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Dee W. Piculell.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

THE DE ARMOND FAMILY, LLC

By \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of The DeArmond Family, LLC.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
LOUIS J. FASANO

\_\_\_\_\_  
MARGARET P. FASANO

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Louis J. Fasano.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Margaret P. Fasano.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

\* \* \* \*

\_\_\_\_\_  
VALERIE KIRKENDALL

\_\_\_\_\_  
MATTHEW KIRKENDALL

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Valerie Kirkendall.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:\_\_\_\_\_

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2004 by Matthew Kirkendall.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:\_\_\_\_\_



**Exhibits**

A – Revised Figure 1 To Villebois Village Master Plan

B – Property Map

B-1 – Legal Description of Property

B-2 – Legal Description of Other Owner Property

B-3 – Legal Description of Kirkendall Property

C – Villebois Finance Plan

D – Development Phasing

D-1 – Map

D-2 – Table Showing Development Phasing

E – SDC Credit Criteria

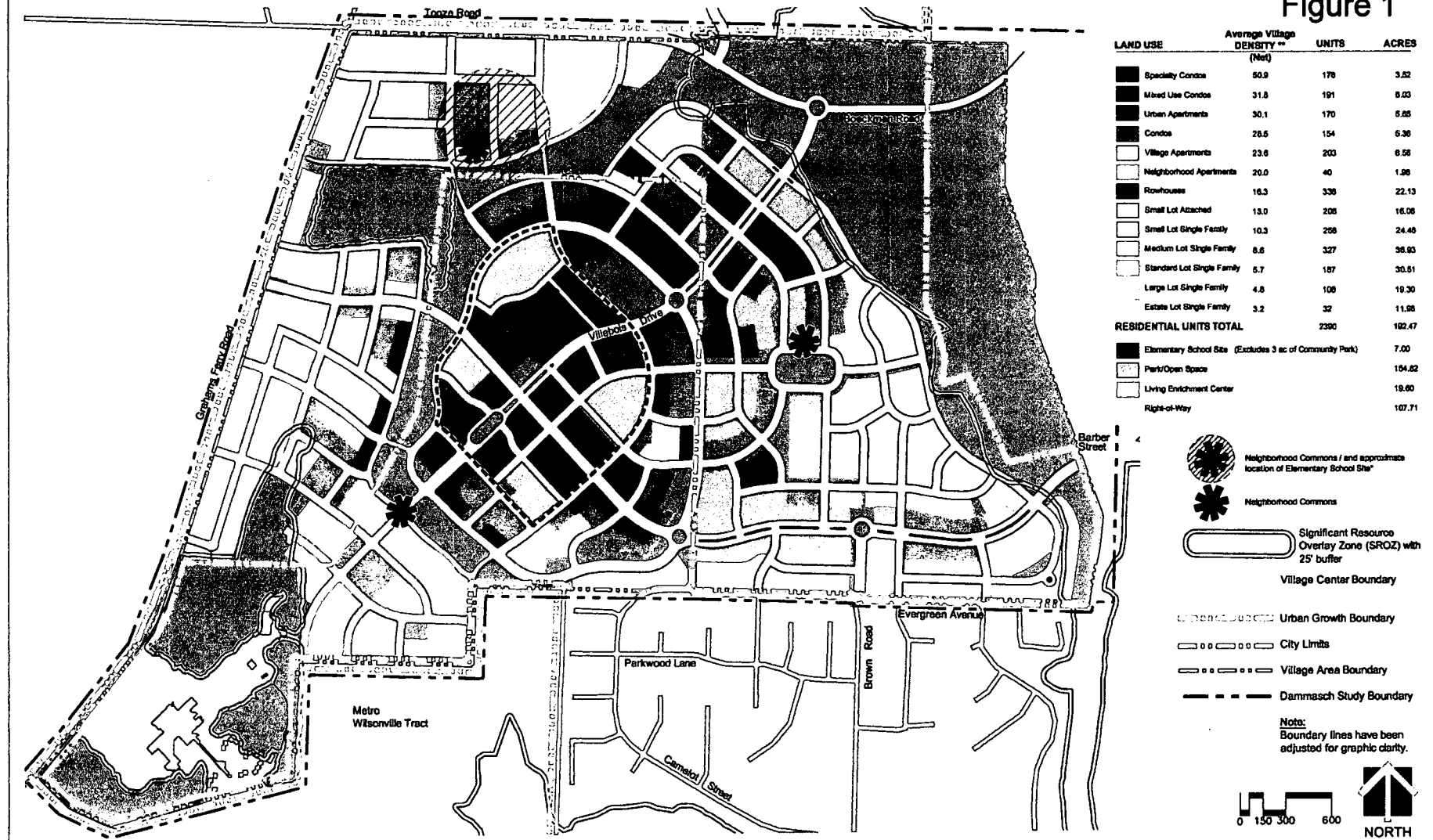
F – Villebois Parks and Open Space Plan

10060488

EXHIBIT A

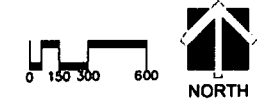
Villebois Village Land Use Plan

# Figure 1



| LAND USE   | Average Village DENSITY ** (Net) | UNITS       | ACRES         |
|--|----------------------------------|-------------|---------------|
| Specialty Condos   | 50.9                             | 178         | 3.52          |
| Mixed Use Condos   | 31.8                             | 191         | 6.03          |
| Urban Apartments   | 30.1                             | 170         | 5.65          |
| Condos   | 28.5                             | 154         | 5.36          |
| Village Apartments                                       | 23.6                             | 203         | 8.58          |
| Neighborhood Apartments                                  | 20.0                             | 40          | 1.98          |
| Rowhouses  | 16.3                             | 336         | 22.13         |
| Small Lot Attached                                       | 13.0                             | 208         | 16.06         |
| Small Lot Single Family                                  | 10.3                             | 258         | 24.46         |
| Medium Lot Single Family                                 | 8.6                              | 327         | 38.93         |
| Standard Lot Single Family                               | 5.7                              | 187         | 30.51         |
| Large Lot Single Family                                  | 4.8                              | 108         | 19.30         |
| Estate Lot Single Family                                 | 3.2                              | 32          | 11.58         |
| <b>RESIDENTIAL UNITS TOTAL</b>                           |                                  | <b>2380</b> | <b>102.47</b> |
| Elementary School Site (Excludes 3 ac of Community Park) |                                  |             | 7.00          |
| Park/Open Space  |                                  |             | 104.82        |
| Living Enrichment Center                                 |                                  |             | 19.00         |
| Right-of-Way   |                                  |             | 107.71        |

- Neighborhood Commons / and approximate location of Elementary School Site\*
  - Neighborhood Commons
  - Significant Resource Overlay Zone (SROZ) with 25' buffer
  - Village Center Boundary
  - Urban Growth Boundary
  - City Limits
  - Village Area Boundary
  - Dammasch Study Boundary
- Note:**  
Boundary lines have been adjusted for graphic clarity.



## Land Use Plan

MARCH 31, 2004

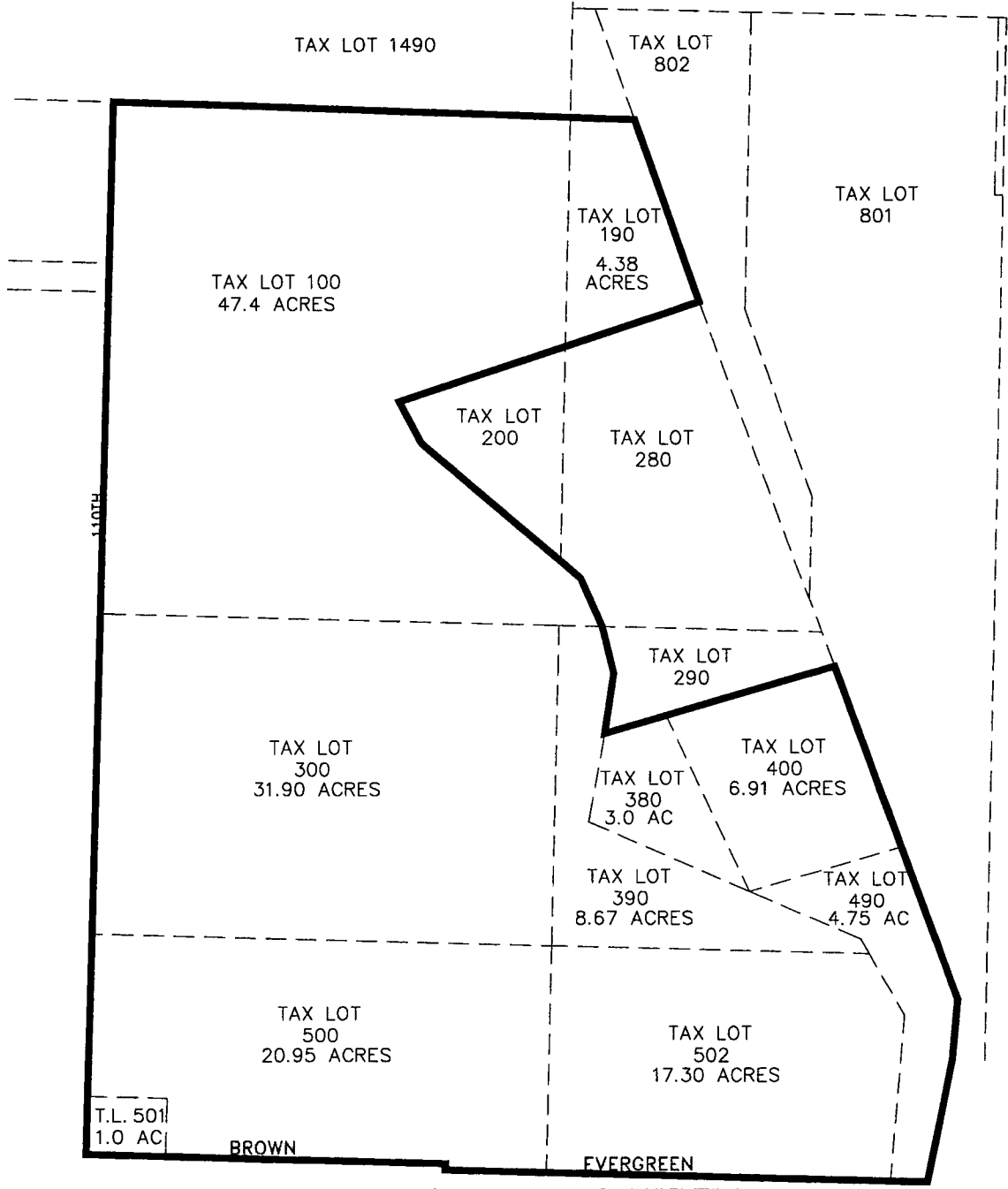
**NOTES:**  
 The Village Master Plan shall comply with the City of Wilsonville SROZ regulations. Encroachments within the SROZ are shown for illustrative purposes only, and will be reviewed for compliance or exemption as more detailed information is provided that will affect the SROZ areas. Adjustments in plan, street alignments, and intersections as well as rainwater facilities and pathways will be made to comply with SROZ regulations.  
 \* The location of the 10-acre elementary school site (inclusive of 3-acre community park) within the SAP North shall be confirmed no later than with the subsequent application for SAP North.

\*\* An average village density (net) is noted for informational purposes only. The net area used to calculate densities excludes right-of-way and park/open space areas.

EXHIBIT B

Property

N:\proj\108-046\dwg\PLANNING\Exhibits\108046-exhibit b.dwg - SHEET: 8x11 Jun 03, 2004 - 11:45am pre



**DEVELOPER PROPERTY**  
**EXHIBIT B**  
**PAGE 1**



DRAWN BY: PRE DATE: 6/03/04  
 REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PROJECT NO.: 108-046  
 SCALE: 1"=500'

**ALPHA ENGINEERING INC.**  
 PLANNING ◊ DEVELOPMENT SERVICES ◊ SURVEYING

OFFICE 503-452-8003 ◊ FAX 503-452-8043  
 PLAZA WEST ◊ SUITE 230 ◊ 9600 SW OAK ◊ PORTLAND, OR 97223

ALPIA ENGINEERING, INC.

JUNE 2, 2004

LEGAL DESCRIPTION OF AREA ABOVE FLOOD PLAIN  
BISCHOFF PROPERTY  
TAX LOT 100

FILE NO. 108-045

A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, AND THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 98-002621, CLACKAMAS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

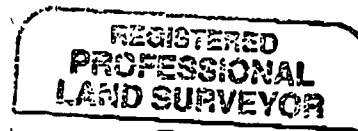
COMMENCING AT THE SOUTHEAST CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50; THENCE ALONG THE EAST LINE OF SAID DONATION LAND CLAIM, NORTH 01°35'01" EAST, 1698.84 FEET, TO THE NORTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 95-070770 CLACKAMAS COUNTY DEED RECORDS; THENCE LEAVING SAID DONATION LAND CLAIM LINE ALONG SAID NORTH LINE, SOUTH 88°28'22" EAST, 20.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 110<sup>TH</sup> AVENUE AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°35'01" EAST, 1420.4 FEET MORE OR LESS TO A POINT ON THE 100 YEAR FLOOD PLAIN LINE, BEING AT ELEVATION 146.45 FEET, NAVD 88 DATUM (143.00 FEET NGVD 29); THENCE CONTINUING ALONG SAID FLOOD PLAIN THE FOLLOWING FIFTEEN COURSES: SOUTH 88°31'30" EAST, 10.89 FEET; SOUTH 28°27'48" EAST, 184.87 FEET; SOUTH 60°02'34" EAST, 114.85 FEET; NORTH 80°52'58" EAST, 150.17 FEET; SOUTH 51°07'33" EAST, 209.88 FEET; NORTH 62°53'09" EAST, 78.70 FEET; SOUTH 49°19'05" EAST, 63.18 FEET; SOUTH 12°11'33" EAST, 39.02 FEET; SOUTH 11°44'15" WEST, 35.00 FEET; SOUTH 32°08'54" EAST, 23.45 FEET; SOUTH 42°18'36" EAST, 82.73 FEET; SOUTH 31°50'13" EAST, 209.51 FEET; SOUTH 34°20'21" EAST, 134.20 FEET; SOUTH 24°18'02" EAST, 72.32 FEET; SOUTH 42°52'53" EAST, 24.08 FEET TO A POINT ON THE WEST LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 99-065544, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID WEST LINE SOUTH 27°33'37" EAST, 36.09 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE CONTINUING ALONG SAID LINE, SOUTH 49°08'41" EAST, 628.12 FEET TO A POINT ON SAID FLOOD PLAIN LINE; THENCE CONTINUING ALONG SAID FLOOD PLAIN LINE SOUTH 38°03'32" EAST, 20.5 FEET MORE OR LESS TO THE WEST LINE OF SAID DEED; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 27°45'12" EAST, 87.37 FEET TO A POINT ON SAID FLOOD PLAIN LINE; THENCE CONTINUING ALONG SAID FLOOD PLAIN LINE, SOUTH 13°07'27" EAST, 66.85 FEET TO THE NORTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 95-070770, CLACKAMAS COUNTY

N:\proj\108-045\Word\10845TL100\_LEG.doc

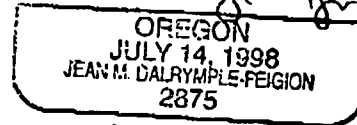
DEED RECORDS; THENCE ALONG SAID NORTH LINE NORTH 88°28'22" WEST,  
1529.91 FEET TO THE POINT OF BEGINNING.

CONTAINS 28.05 ACRES MORE OR LESS.

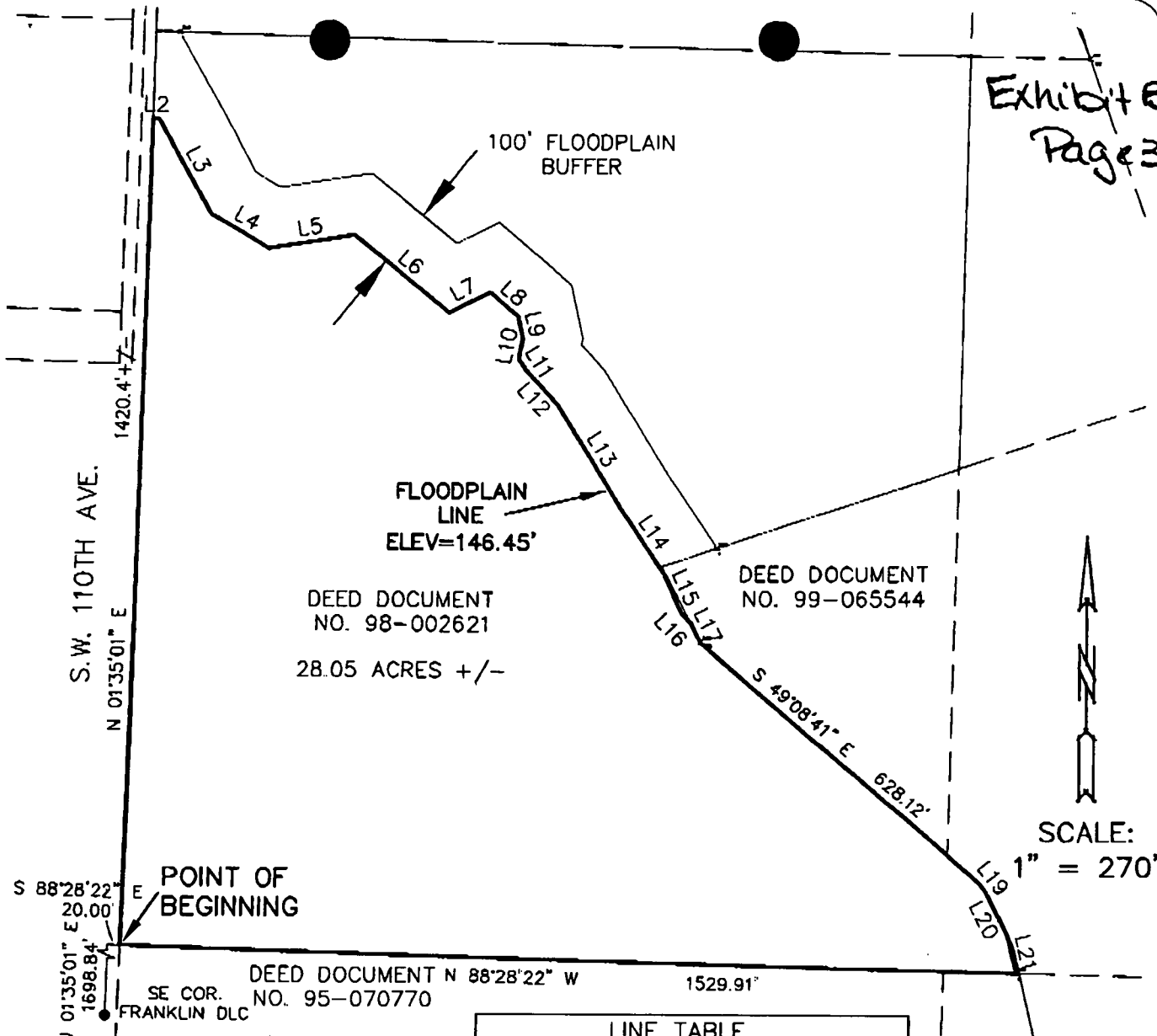
BASIS OF BEARINGS PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH  
01°35'01" EAST ON THE LINE BETWEEN THE NE CORNER AND SE CORNER OF THE  
SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTERLINE  
OF SW 110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355)



*Jean M. Dalrymple-Feigion*

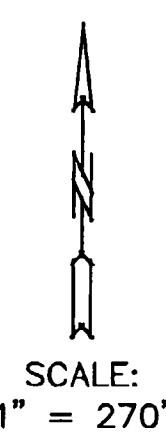


EXP 12-31-03



S 88°28'22" E 20.00'  
N 01°35'01" E 1698.84'  
POINT OF BEGINNING

DEED DOCUMENT NO. 98-002621  
28.05 ACRES +/-  
DEED DOCUMENT NO. 99-065544  
DEED DOCUMENT N 88°28'22" W 1529.91'  
SE COR. FRANKLIN DLC



| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L2   | 10.89  | S88°31'30"E |
| L3   | 184.87 | S28°27'48"E |
| L4   | 114.85 | S60°02'34"E |
| L5   | 150.17 | N80°52'58"E |
| L6   | 209.88 | S51°07'33"E |
| L7   | 78.70  | N62°53'09"E |
| L8   | 63.18  | S49°19'05"E |
| L9   | 39.02  | S12°11'33"E |
| L10  | 35.00  | S11°44'15"W |
| L11  | 23.45  | S32°08'54"E |
| L12  | 82.73  | S42°18'36"E |

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L13  | 209.51 | S31°50'13"E |
| L14  | 134.20 | S34°20'21"E |
| L15  | 72.32  | S24°18'02"E |
| L16  | 24.08  | S42°52'53"E |
| L17  | 36.09  | S27°33'37"E |
| L19  | 20.5±  | S38°03'32"E |
| L20  | 87.37  | S27°45'12"E |
| L21  | 66.85  | S13°07'27"E |

The northerly flood plain elevation for Seely Ditch as shown on the Flood Insurance Rate Map Community-Panel Number 410025 0004 C dated February 19, 1987 is 143 (NGVD 29 vertical datum). The flood plain line shown hereon is based on a ground survey of the elevation 146.45 (143 NGVD + 3.45 datum conversion to NAVD 88 vertical datum).

DRAWN BY: RLM DATE: 6/02/04  
 REVIEWED BY: JMD-F DATE: 4/15/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 270'  
 BISCHOFF PROPERTY

**ALPHA ENGINEERING INC.**  
 PLANNING & DEVELOPMENT SERVICES & SURVEYING

OFFICE 503-452-8003 • FAX 503-452-8043  
 PLAZA WEST • SUITE 230 • 8600 SW OAK • PORTLAND, OR 97223

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 N:\proj\108-045\dwg\survey\108045SKC4.DWG



ALPHA ENGINEERING, INC.

JUNE 2, 2004

LEGAL DESCRIPTION OF 100' FLOOD PLAIN BUFFER  
WITHIN TAX LOT 100  
BISCHOFF PROPERTY

FILE NO. 108-045

A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 98-002621, CLACKAMAS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

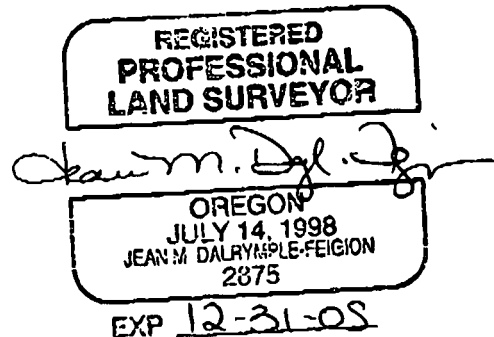
COMMENCING AT THE NORTHEAST CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50; THENCE ALONG THE EAST LINE OF SAID DONATION LAND CLAIM LINE (BEING THE CENTERLINE OF SW 110<sup>TH</sup> AVENUE) SOUTH 01°35'01" WEST, 338.13 FEET, TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN DOCUMENT NO. 78-00389, CLACKAMAS COUNTY DEED RECORDS; THENCE LEAVING SAID SOUTHWEST CORNER, ALONG THE SOUTH LINE OF SAID DEED, SOUTH 88°38'16" EAST, 20.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 110<sup>TH</sup> AVENUE AND ON THE SOUTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 78-00389, CLACKAMAS COUNTY DEED RECORDS, AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID DEED LINE, SOUTH 88°38'16" EAST, 40.19 FEET TO A POINT ON A 100 FOOT FLOOD PLAIN BUFFER; THENCE ALONG SAID BUFFER LINE THE FOLLOWING TWELVE COURSES: SOUTH 28°27'48" EAST, 270.94 FEET; SOUTH 60°02'33" EAST, 51.08 FEET; NORTH 80°52'58" EAST, 159.20 FEET; SOUTH 51°07'33" EAST, 189.46 FEET; NORTH 62°53'09" EAST, 80.96 FEET; SOUTH 49°19'05" EAST, 163.96 FEET; SOUTH 12°11'33" EAST, 93.79 FEET; SOUTH 11°44'14" WEST, 10.30 FEET; SOUTH 42°18'36" EAST, 60.97 FEET; SOUTH 31°50'13" EAST, 216.49 FEET; SOUTH 34°20'21" EAST, 140.80 FEET; THENCE SOUTH 24°18'02" EAST, 5.39 FEET TO A POINT ON THE LINE WHICH RUNS NORTHEASTERLY COMMON TO THE LANDS DESCRIBED IN DEED DOCUMENT NO. 98-002621 AND DEED DOCUMENT NO. 99-065544; THENCE ALONG SAID LINE SOUTH 71°20'53" WEST, 98.97 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN DEED DOCUMENT 99-065544; THENCE ALONG THE WEST LINE OF SAID DEED, SOUTH 27°33'36" EAST, 108.45 FEET TO A POINT ON THE 100 YEAR FLOOD PLAIN BEING 146.45 FEET IN ELEVATION NAD 88 DATUM (143.00 FEET NGVD 29); THENCE ALONG SAID FLOOD PLAIN LINE, THE FOLLOWING FIFTEEN COURSES: NORTH 42°52'53" WEST, 24.08 FEET; NORTH 24°18'02" WEST, 72.32 FEET; NORTH 34°20'21" WEST, 134.20 FEET; NORTH 31°50'13" WEST, 209.51 FEET; NORTH 42°18'36" WEST, 82.73 FEET; NORTH 32°08'54" WEST, 23.45 FEET; NORTH 11°44'15" EAST, 35.00 FEET; NORTH 12°11'33" WEST, 39.02 FEET; NORTH 49°19'05" WEST, 63.18 FEET; SOUTH 62°53'09" WEST, 78.70 FEET; NORTH 51°07'33"

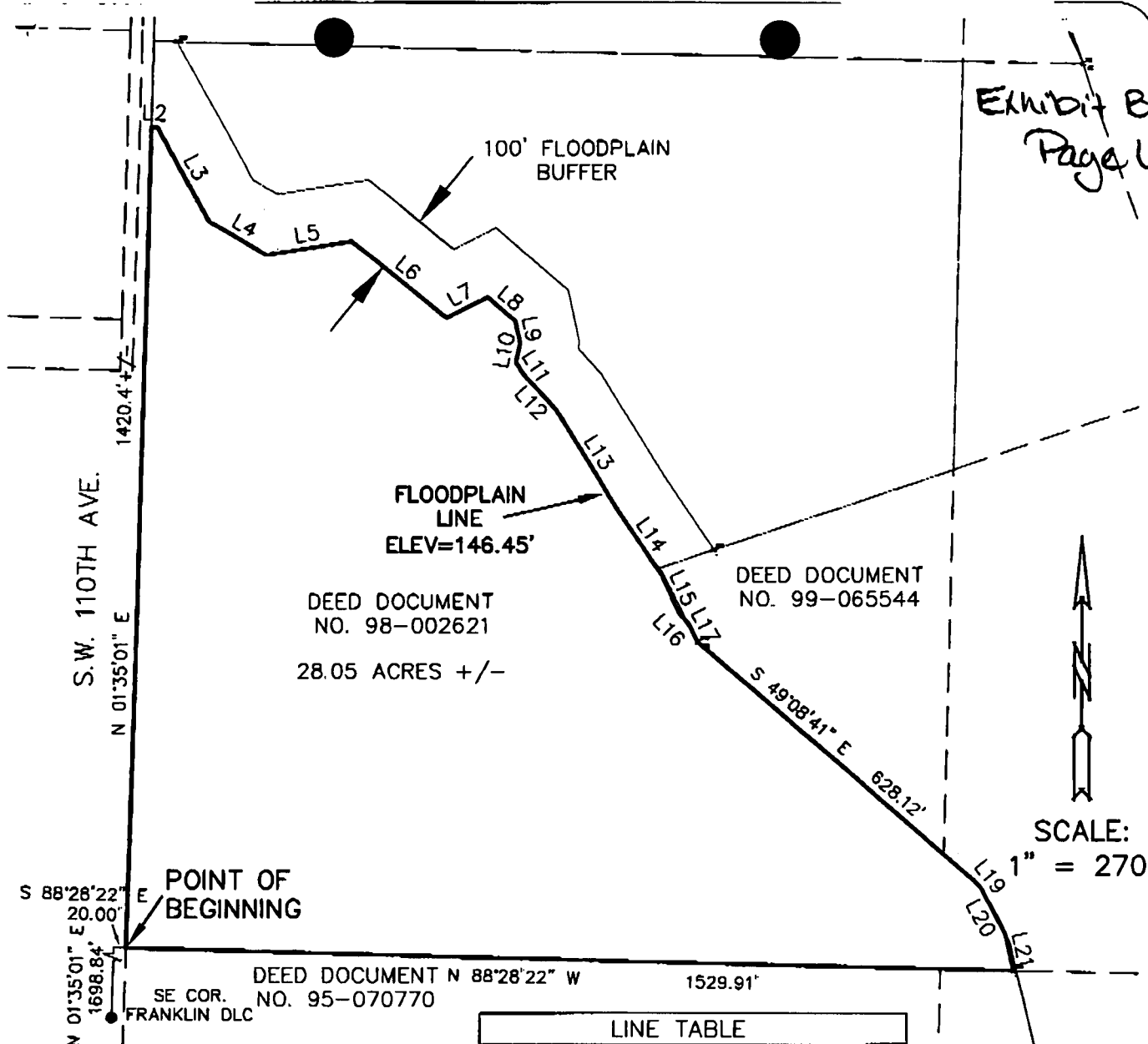
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WEST, 209.88 FEET; SOUTH 80°52'58" WEST, 150.17 FEET; NORTH 60°02'34" WEST, 114.85 FEET; NORTH 28°27'48" WEST, 184.87 FEET; THENCE NORTH 88°31'30" WEST, 10.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 110<sup>TH</sup> AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°35'01" EAST, 148.92 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.26 ACRES MORE OR LESS.

BASIS OF BEARINGS PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH 01°35'01" EAST ON THE LINE BETWEEN THE NE CORNER AND SE CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTERLINE OF SW 110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355)






| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L2         | 10.89  | S88°31'30"E |
| L3         | 184.87 | S28°27'48"E |
| L4         | 114.85 | S60°02'34"E |
| L5         | 150.17 | N80°52'58"E |
| L6         | 209.88 | S51°07'33"E |
| L7         | 78.70  | N62°53'09"E |
| L8         | 63.18  | S49°19'05"E |
| L9         | 39.02  | S12°11'33"E |
| L10        | 35.00  | S11°44'15"W |
| L11        | 23.45  | S32°08'54"E |
| L12        | 82.73  | S42°18'36"E |

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L13        | 209.51 | S31°50'13"E |
| L14        | 134.20 | S34°20'21"E |
| L15        | 72.32  | S24°18'02"E |
| L16        | 24.08  | S42°52'53"E |
| L17        | 36.09  | S27°33'37"E |
| L19        | 20.5±  | S38°03'32"E |
| L20        | 87.37  | S27°45'12"E |
| L21        | 66.85  | S13°07'27"E |

The northerly flood plain elevation for Seely Ditch as shown on the Flood Insurance Rate Map Community—Panel Number 410025 0004 C dated February 19, 1987 is 143 (NGVD 29 vertical datum). The flood plain line shown hereon is based on a ground survey of the elevation 146.45 (143 NGVD + 3.45 datum conversion to NAVD 88 vertical datum).

DRAWN BY: RLM DATE: 6/02/04  
 REVIEWED BY: JMD-F DATE: 4/15/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 270'  
BISCHOFF PROPERTY



**ALPHA ENGINEERING INC.**  
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ALPHA ENGINEERING, INC.

JUNE 2, 2004

LEGAL DESCRIPTION  
TAX LOT 190

JOB NO. 108-045

A TRACT OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON AND BEING A PORTION OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 98-002621, CLACKAMAS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON; THENCE ALONG THE WEST LINE OF SAID SECTION 14 SOUTH 01°22'49" WEST, 339.22 FEET TO A POINT ON THE SOUTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 78-00389, CLACKAMAS COUNTY DEED RECORDS AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID DEED LINE SOUTH 88°38'16" EAST, 208.14 FEET MORE OR LESS TO THE CENTER OF A DRAINAGE DITCH; THENCE ALONG SAID CENTER OF DITCH SOUTH 19°29'38" EAST, 594.40 FEET TO A POINT ON THE NORTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 99-065544, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID DEED LINE, SOUTH 71°20'53" WEST, 446.98 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE ALONG SAID SECTION LINE, NORTH 01°22'49" EAST, 708.43 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.74 ACRES MORE OR LESS

BASIS OF BEARINGS PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH 01°35'01" EAST ON THE LINE BETWEEN THE NORTHEAST CORNER AND SOUTHEAST CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTERLINE OF S.W. 110<sup>TH</sup> AVENUE (C.R. NO. 3SS).

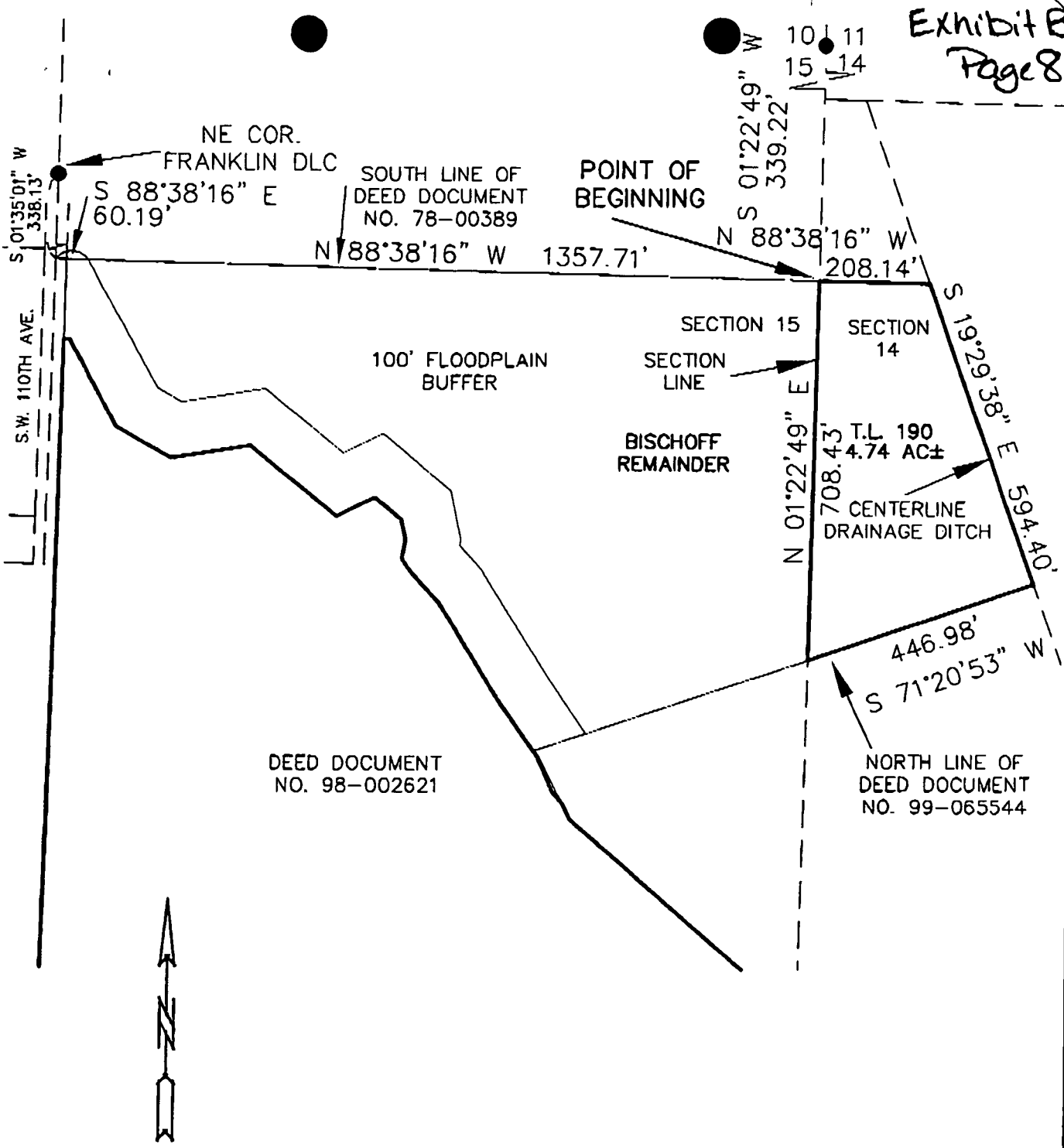
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jean M. Dalrymple-Feigson*

OREGON  
JULY 14, 1993  
JEAN M. DALRYMPLE-FEIGSON  
2873

EXP 12-31-05

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SCALE:  
1" = 270'

The northerly flood plain elevation for Seely Ditch as shown on the Flood Insurance Rate Map Community-Panel Number 410025 0004 C dated February 19, 1987 is 143 (NGVD 29 vertical datum). The flood plain line shown hereon is based on a ground survey of the elevation 146.45 (143 NGVD + 3.45 datum conversion to NAVD 88 vertical datum).

DRAWN BY: RLM DATE: 6/02/04  
 REVIEWED BY: JMD-F DATE: 4/15/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 270'  
TAX LOT 190

**ALPHA ENGINEERING INC.**  
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 PLAZA WEST \* SUITE 250 \* 9800 SW OAK \* PORTLAND, OR 97223

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ALPHA ENGINEERING, INC.

JUNE 2, 2004

LEGAL DESCRIPTION OF AREA ABOVE FLOOD PLAIN  
DE ARMOND AND FASANO PROPERTY  
TAX LOTS 300, 380, 390

FILE NO. 108-045

A TRACT OF LAND SITUATED IN THE NORTHWEST AND SOUTHWEST ONE-QUARTERS OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN AND THE NORTHEAST AND SOUTHEAST ONE-QUARTERS OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF THE LAND DESCRIBED IN DEED DOCUMENT 95-070770, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50; THENCE ALONG THE EAST LINE OF SAID DONATION LAND CLAIM, ALSO BEING THE CENTERLINE OF SW 110<sup>TH</sup> AVE, NORTH 01°35'01" EAST, 703.80 FEET; THENCE LEAVING SAID LINE, SOUTH 88°28'42" EAST, 20.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 110<sup>TH</sup> AVENUE AND BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°35'01" EAST 995.04 FEET TO A POINT ON THE NORTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT NUMBER 95-070770, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID NORTH LINE SOUTH 88°28'22" EAST, 1529.91 FEET TO A POINT ON THE 100 YEAR FLOOD PLAIN LINE, BEING AT ELEVATION 146.45 FEET NAVD 88 (143.00 NGVD 29) DATUM, THENCE ALONG SAID FLOOD PLAIN LINE THE FOLLOWING FIFTEEN COURSES: SOUTH 13°07'27" EAST, 75.76 FEET; SOUTH 02°35'13" WEST, 218.09 FEET; SOUTH 56°58'47" WEST, 173.13 FEET; SOUTH 05°12'59" WEST, 133.48 FEET; SOUTH 16°59'50" EAST, 176.78 FEET; SOUTH 33°58'43" EAST, 117.43 FEET; SOUTH 58°00'27" EAST, 107.91 FEET; NORTH 55°51'54" EAST, 103.57 FEET; NORTH 58°06'05" EAST, 94.38 FEET; SOUTH 75°47'16" EAST, 49.07 FEET; SOUTH 58°54'52" EAST, 86.49 FEET; SOUTH 58°18'16" EAST, 78.77 FEET; SOUTH 62°17'52" EAST, 149.23 FEET; SOUTH 66°04'53" EAST, 72.23 FEET; NORTH 86°27'33" EAST, 81.12 FEET TO A POINT ON THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 95-070770, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID LINE SOUTH 66°18'23" EAST, 31.46 FEET TO A POINT ON SAID FLOOD PLAIN LINE; THENCE LEAVING SAID EAST LINE ALONG SAID FLOOD PLAIN LINE, SOUTH 48°52'34" EAST, 118.36 FEET TO A POINT ON THE NORTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 95-008898 CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID LINE NORTH 88°28'42" WEST, 961.18 FEET TO THE SECTION LINE BETWEEN SECTIONS 14 AND 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN AND BEING THE NORTHEAST CORNER OF THE LAND DESCRIBED IN DEED DOCUMENT 97-096933, CLACKAMAS COUNTY DEED

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RECORDS; THENCE ALONG SAID NORTH LINE NORTH 88°28'42" WEST 1407.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.0 ACRES MORE OR LESS

BASIS OF BEARING PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH 01°35'01" EAST ON THE LINE BETWEEN THE NE CORNER AND SE CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTERLINE OF SW 110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355)

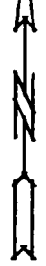
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jean M. Dalrymple-Feigion*

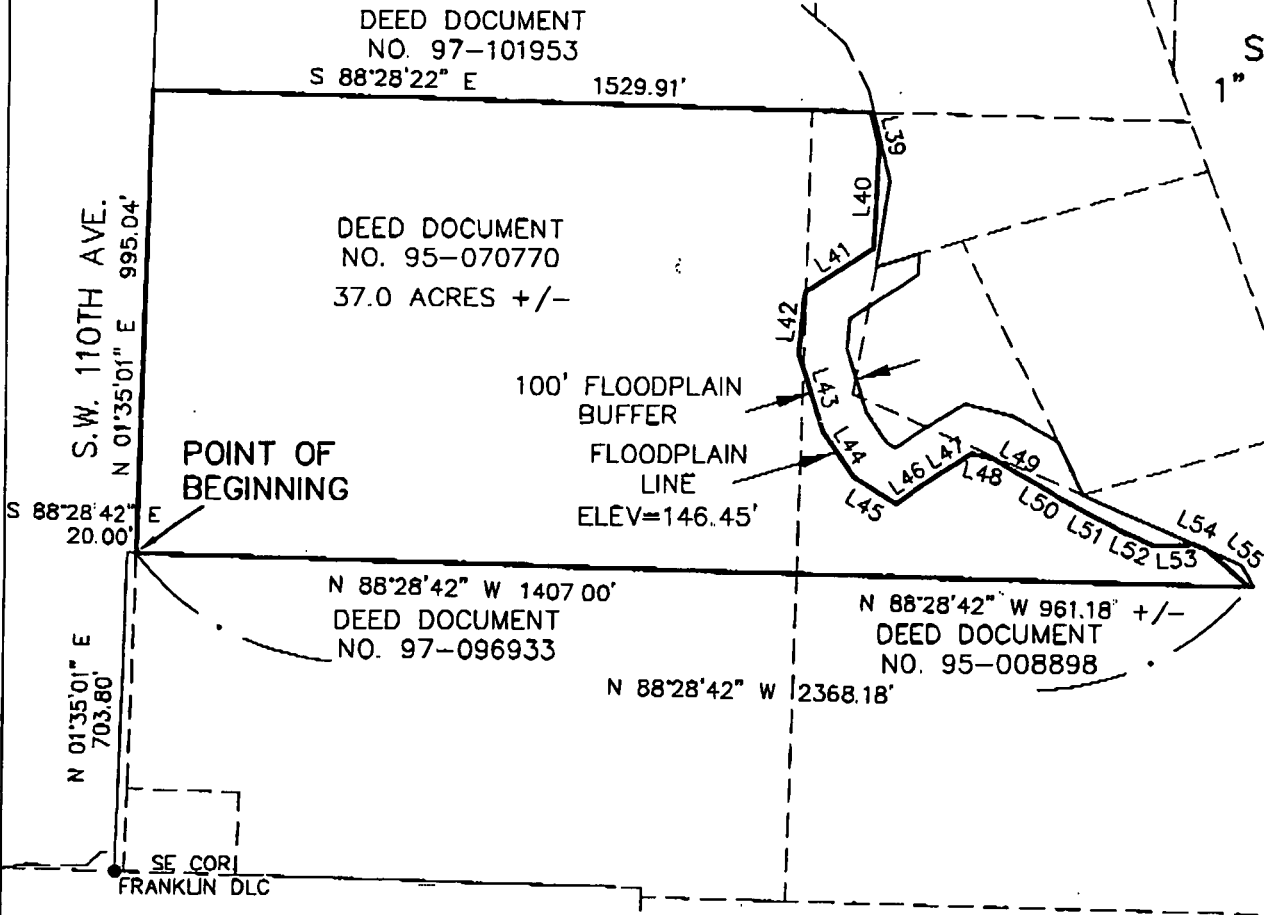
OREGON  
JULY 14, 1998  
JEAN M. DALRYMPLE-FEIGION  
2875

EXP 12-31-05

Exhibit D-1  
Page 11



SCALE:  
1" = 400'



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L39        | 75.76  | S13°07'27"E |
| L40        | 218.09 | S02°35'13"W |
| L41        | 173.13 | S56°58'47"W |
| L42        | 133.48 | S05°12'59"W |
| L43        | 176.78 | S16°59'50"E |
| L44        | 117.43 | S33°58'43"E |
| L45        | 107.91 | S58°00'27"E |
| L46        | 103.57 | N55°51'54"E |
| L47        | 94.38  | N58°06'05"E |
| L48        | 49.07  | S75°47'16"E |
| L49        | 86.49  | S58°54'52"E |

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L50        | 78.77  | S58°18'16"E |
| L51        | 149.23 | S62°17'52"E |
| L52        | 72.23  | S66°04'53"E |
| L53        | 81.12  | N86°27'33"E |
| L54        | 31.46  | S66°18'23"E |
| L55        | 118.36 | S48°52'34"E |

The northerly flood plain elevation for Seely Ditch as shown on the Flood Insurance Rate Map Community-Panel Number 410025 0004 C dated February 19, 1987 is 143 (NGVD 29 vertical datum). The flood plain line shown hereon is based on a ground survey of the elevation 146.45 (143 NGVD + 3.45 datum conversion to NAVD 88 vertical datum).

DRAWN-BY: RLM DATE: 6/01/04  
 REVIEWED BY: JMD-F DATE: 4/15/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 400'  
 DE ARMOND/FASANO PROPERTY



**ALPHA ENGINEERING INC.**  
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 PLAZA WEST & SUITE 230 & 9600 SW OAK & PORTLAND, OR 97223

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ALPHA ENGINEERING, INC.

JUNE 2, 2004

LEGAL DESCRIPTION OF AREA  
WITHIN 100 FOOT FLOOD PLAIN BUFFER  
AREA 1 AND AREA 2  
DE ARMOND AND FASANO PROPERTY  
TAX LOTS 300, 380, 390

FILE NO. 108-045

AREA 1

A TRACT OF LAND SITUATED IN THE NORTHWEST AND SOUTHWEST ONE-QUARTERS OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN AND THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF THE LAND DESCRIBED IN DEED DOCUMENT 95-070770, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50; THENCE ALONG THE EAST LINE OF SAID DONATION LAND CLAIM, (ALSO BEING THE CENTERLINE OF SW 110<sup>TH</sup> AVENUE), NORTH 01°35'01" EAST, 703.80 FEET; THENCE LEAVING SAID LINE, SOUTH 88°28'42" EAST, 20.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S.W. 110<sup>TH</sup> AVENUE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°35'01" EAST, 995.04 FEET TO A POINT ON THE NORTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 95-070770, CLACKAMAS COUNTY DEED RECORDS; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE NORTH LINE OF SAID DEED SOUTH 88°28'22" EAST, 1529.91 FEET TO THE POINT OF BEGINNING, BEING A POINT ON THE 100 YEAR FLOOD PLAIN LINE AT ELEVATION 146.45 FEET NAD 88 DATUM (143.00 FEET NGVD 29); THENCE ALONG THE NORTH LINE OF SAID DEED, SOUTH 88°28'22" EAST, 5.47 FEET TO THE NORTHEAST CORNER OF SAID DEED; THENCE ALONG THE EAST LINE OF SAID DEED THE FOLLOWING THREE COURSES: SOUTH 13°31'12" EAST, 149.09 FEET; SOUTH 08°20'13" WEST, 188.56 FEET; THENCE NORTH 73°22'39" EAST, 98.03 FEET TO A POINT ON THE 100.00 FOOT FLOOD PLAIN BUFFER LINE; THENCE CONTINUING ALONG SAID BUFFER LINE THE FOLLOWING ELEVEN COURSES: SOUTH 02°35'13" WEST, 43.91 FEET; SOUTH 56°58'47" WEST, 176.00 FEET; SOUTH 05°12'59" WEST, 65.33 FEET; SOUTH 16°59'50" EAST, 142.22 FEET; SOUTH 33°58'43" EAST, 81.22 FEET; SOUTH 58°00'26" EAST, 21.53 FEET; NORTH 55°51'54" EAST, 40.42 FEET; NORTH 58°06'05" EAST, 138.90 FEET; SOUTH 75°47'16" EAST, 106.47 FEET; SOUTH 58°54'52" EAST, 101.86 FEET; THENCE SOUTH 58°18'16" EAST, 6.45 FEET TO THE EAST LINE OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 95-070770, CLACKAMAS COUNTY DEED RECORDS, THENCE ALONG SAID LINE, SOUTH 25°08'18" EAST,

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125.73 FEET; THENCE SOUTH 66°18'23" EAST, 256.78 FEET TO A POINT ON SAID 100 YEAR FLOOD PLAIN LINE; THENCE ALONG SAID FLOOD PLAIN LINE THE FOLLOWING FIFTEEN COURSES: SOUTH 86°27'33" WEST, 81.12 FEET; NORTH 66°04'53" WEST, 72.23 FEET; NORTH 62°17'52" WEST, 149.23 FEET; NORTH 58°18'16" WEST, 78.77 FEET; NORTH 58°54'52" WEST, 86.49 FEET; NORTH 75°47'16" WEST, 49.07 FEET; SOUTH 58°06'05" WEST, 94.38 FEET; SOUTH 55°51'54" WEST, 103.57 FEET; NORTH 58°00'27" WEST, 107.91 FEET; NORTH 33°58'43" WEST, 117.43 FEET; NORTH 16°59'50" WEST, 176.78 FEET; NORTH 05°12'59" EAST, 133.48 FEET; NORTH 56°58'47" EAST, 173.13 FEET; NORTH 02°35'13" EAST, 218.09 FEET; THENCE NORTH 13°07'27" WEST, 75.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.66 ACRES MORE OR LESS

TOGETHER WITH:

AREA 2

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON AND BEING A PORTION OF THE LAND DESCRIBED IN DEED DOCUMENT 95-070770, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 95-070770; THENCE ALONG THE SOUTH LINE OF SAID DEED, NORTH 88°28'42" WEST, 10.54 FEET TO A POINT ON THE 100 YEAR FLOOD PLAIN LINE AT ELEVATION 146.45 FEET NAD 88 DATUM (143.00 FEET NGVD 29); THENCE ALONG SAID FLOOD PLAIN LINE, NORTH 48°52'34" WEST, 118.36 FEET TO THE EAST LINE OF SAID DEED; THENCE ALONG SAID EAST LINE, SOUTH 66°18'23" EAST, 80.68 FEET; THENCE SOUTH 29°27'58" EAST, 52.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1667.5 SQUARE FEET MORE OR LESS.

BASIS OF BEARING PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH 01°35'01" EAST ON THE LINE BETWEEN THE NE CORNER AND SE CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTERLINE OF SW 110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355)

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jean M. Dalrymple-Feigion*

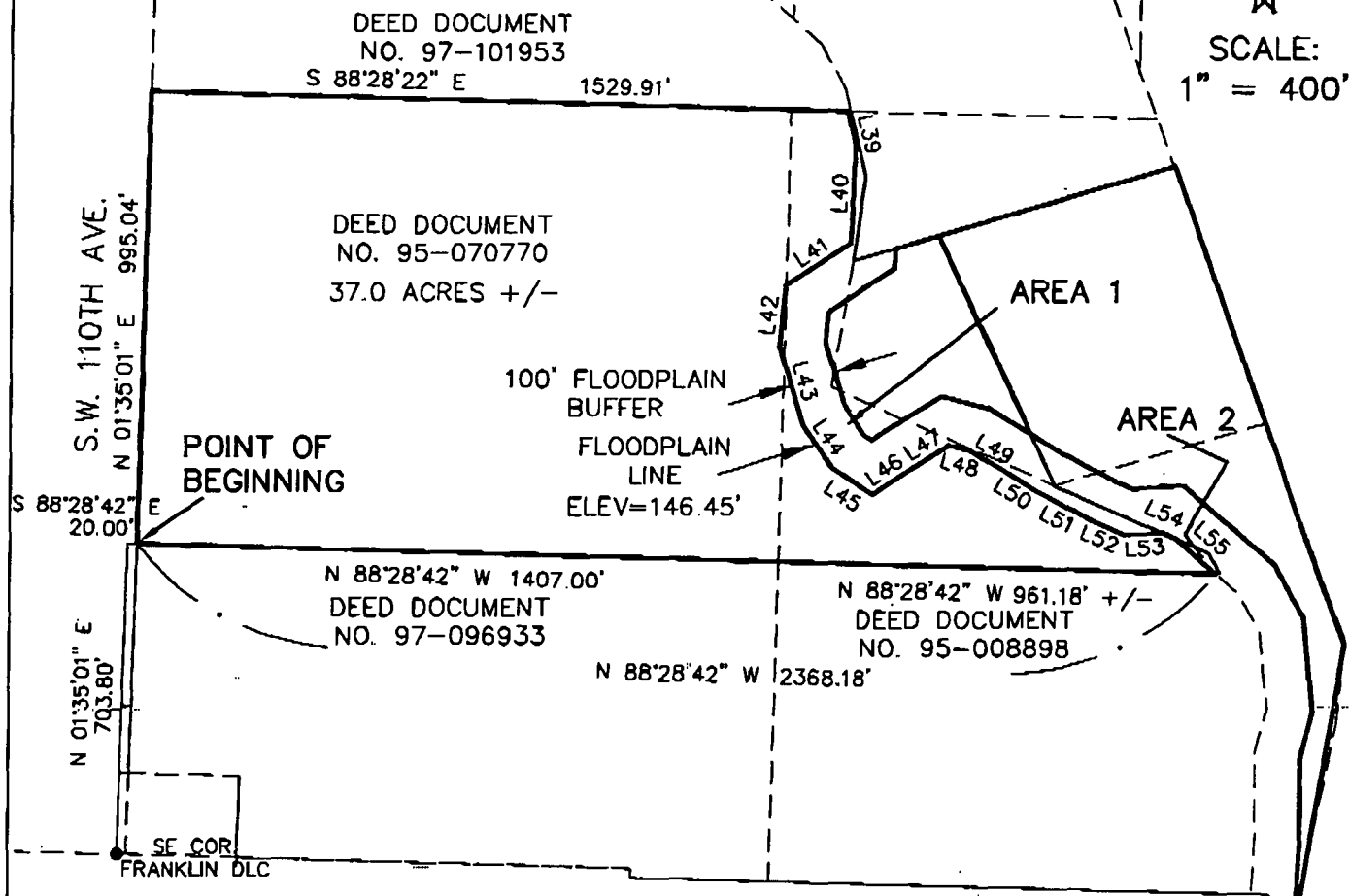
OREGON  
JULY 14, 1998  
JEAN M. DALRYMPLE-FEIGION  
2875

EXP 12-31-05

Exhibit B-1  
Page 14



SCALE:  
1" = 400'



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L39        | 75.76  | S13°07'27"E |
| L40        | 218.09 | S02°35'13"W |
| L41        | 173.13 | S56°58'47"W |
| L42        | 133.48 | S05°12'59"W |
| L43        | 176.78 | S16°59'50"E |
| L44        | 117.43 | S33°58'43"E |
| L45        | 107.91 | S58°00'27"E |
| L46        | 103.57 | N55°51'54"E |
| L47        | 94.38  | N58°06'05"E |
| L48        | 49.07  | S75°47'16"E |
| L49        | 86.49  | S58°54'52"E |

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L50        | 78.77  | S58°18'16"E |
| L51        | 149.23 | S62°17'52"E |
| L52        | 72.23  | S66°04'53"E |
| L53        | 81.12  | N86°27'33"E |
| L54        | 31.46  | S66°18'23"E |
| L55        | 118.36 | S48°52'34"E |

The northerly flood plain elevation for Seely Ditch as shown on the Flood Insurance Rate Map Community-Panel Number 410025 0004 C dated February 19, 1987 is 143 (NGVD 29 vertical datum). The flood plain line shown hereon is based on a ground survey of the elevation 146.45 (143 NGVD + 3.45 datum conversion to NAVD 88 vertical datum).

DRAWN BY: RLM DATE: 6/02/04  
 REVIEWED BY: JMD-F DATE: 4/15/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 400'  
 DE ARMOND/FASANO PROPERTY

**ALPHA ENGINEERING INC.**  
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 PLAZA WEST & SUITE 230 & 9600 SW OAK & PORTLAND, OR 97223

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**Exhibit D-1**  
Page 15

ALPHA ENGINEERING, INC.

JUNE 10, 2004

LEGAL DESCRIPTION  
PICULELL PROPERTY, TAX LOTS 500, 502, AND 490

FILE NO. 108-045

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 14 AND THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY OREGON, AND BEING THE LANDS DESCRIBED IN DEED DOCUMENT NOS. 95-008898, 97-096933, AND A PORTION OF 93-069118, CLACKAMAS COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50; THENCE ALONG THE EAST LINE OF SAID DONATION LAND CLAIM (BEING THE CENTERLINE OF S.W. 110<sup>TH</sup> AVENUE), NORTH 01°35'01" EAST 200.00 FEET; THENCE LEAVING SAID LINE, SOUTH 88°28'45" EAST, 20.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SW 110<sup>TH</sup> AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°35'01" EAST, 503.80 FEET TO A POINT ON THE SOUTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 95-070770, CLACKAMAS COUNTY DEED RECORDS; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG SAID SOUTH DEED LINE SOUTH 88°28'42" EAST, 2378.72 FEET TO A POINT ON THE EAST LINE OF SAID DEED; THENCE ALONG SAID EAST DEED LINE THE FOLLOWING TWO COURSES: NORTH 29°27'58" WEST, 52.50 FEET; NORTH 66° 18' 23" WEST, 368.92 FEET, TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN DEED DOCUMENT NO. 93-069118, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, NORTH 73°27'26" EAST, 481.28 FEET MORE OR LESS TO THE CENTER OF A DRAINAGE DITCH; THENCE ALONG THE CENTER OF SAID DITCH THE FOLLOWING THREE COURSES: SOUTH 19°29'38" EAST, 516.37 FEET; SOUTH 08°57'38" WEST, 155.03 FEET; SOUTH 09°32'32" WEST, 405.45 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED, BEING A POINT ON THE NORTH LINE OF THE R.V. SHORT DONATION LAND CLAIM NO. 46; THENCE NORTH 88°28'45" WEST, 1474.30 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EVERGREEN AVENUE AND THE EAST RIGHT-OF-WAY LINE OF BROWN ROAD (COUNTY ROAD NO. 355); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 01°35'01" EAST, 20.00 FEET TO AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF BROWN ROAD (COUNTY ROAD NO. 355); THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°28'45" WEST, 859.61 FEET TO A POINT ON THE EAST LINE OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 94-052166 CLACKAMAS COUNTY DEED RECORDS; THENCE LEAVING SAID RIGHT-OF-WAY

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Plaza West • Suite 230 • 9600 SW Oak • Portland, Oregon 97223  
Office 503-452-8003 • Fax 503-452-8043  
• www.alpha-eng.com •

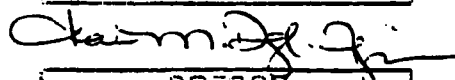
06/10/04 THU 21:33 [TX/RX NO 5299]

LINE, ALONG THE EAST LINE OF SAID DEED, NORTH 01°35'01" EAST, 180.00 FEET TO THE NORTHEAST CORNER OF SAID LAND; THENCE ALONG THE NORTH LINE OF SAID LAND NORTH 88°28'45" WEST, 243.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 43.07 ACRES MORE OR LESS.

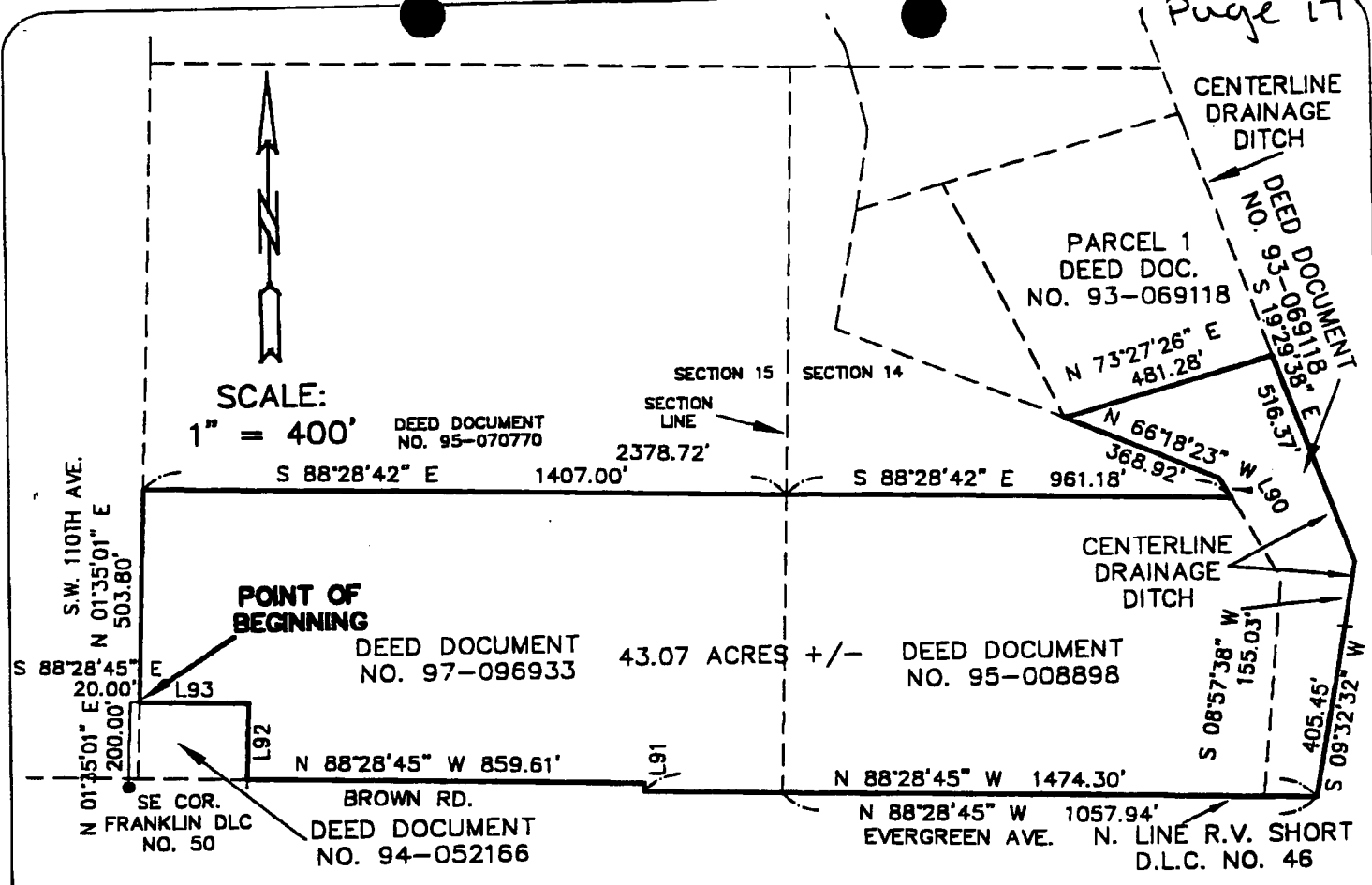
BASIS OF BEARINGS PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH 01°35'01" EAST ON THE LINE BETWEEN THE NE AND SE CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTER LINE OF SW 110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355).

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 14, 1998  
JEAN M. DALRYMPLE-FEIGION  
2375


EXP 12-31-05



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L90        | 52.50  | N29°27'58"W |
| L91        | 20.00  | N01°35'01"E |
| L92        | 180.00 | N01°35'01"E |
| L93        | 243.00 | N88°28'45"W |

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DRAWN BY: RLM DATE: 6/10/04  
 REVIEWED BY: JMD-F DATE: 6/10/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 400'  
 PICULELL TAX LOT 500, 502, & 490  
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**ALPHA ENGINEERING INC.**  
 PLANNING - DEVELOPMENT SERVICES - SURVEYING

OFFICE 503-452-8003 FAX 503-452-8043  
 PLAZA WEST SUITE 230 9800 SW OAK PORTLAND, OR 97223

ALPILA ENGINEERING, INC.

JUNE 2, 2004

LEGAL DESCRIPTION OF AREA WITHIN 100 FOOT  
FLOOD PLAIN BUFFER  
PICULELL PROPERTY  
TAX LOTS 500, 502, 490 & 400

FILE NO. 108-045

A TRACT OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY OREGON, AND BEING A PORTION OF THE LAND DESCRIBED IN DEED DOCUMENTS 95-008898 AND 93-069118, CLACKAMAS COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN DEED DOCUMENT 93-069118, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE SOUTH LINE OF SAID DEED SOUTH 88°28'45" EAST, 4.05 FEET TO A POINT ON THE 100 YEAR FLOOD PLAIN AT ELEVATION 146.45 FEET NAD 88 DATUM (143.00 NGVD 29) AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID FLOOD PLAIN LINE THE FOLLOWING SIX COURSES: NORTH 03°11'18" EAST, 138.16 FEET; NORTH 00°35'04" WEST, 167.18 FEET; NORTH 14°01'39" EAST, 107.39 FEET; NORTH 05°23'09" WEST, 171.37 FEET; NORTH 29°14'26" WEST, 95.67 FEET; THENCE NORTH 48°52'34" WEST, 65.00 FEET TO A POINT ON THE SOUTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 95-070770, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID SOUTH LINE, SOUTH 88°28'42" EAST, 10.54 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EAST LINE OF SAID DEED NORTH 29°27'58" WEST, 52.50 FEET; THENCE NORTH 66°18'23" WEST, 368.92 FEET; THENCE NORTH 25°08'18" WEST, 125.73 FEET TO A POINT ON THE FLOOD PLAIN BUFFER LINE; THENCE LEAVING SAID EAST LINE ALONG THE FLOOD PLAIN BUFFER LINE THE FOLLOWING TEN COURSES: SOUTH 58°18'16" EAST, 69.36 FEET; SOUTH 62°17'52" EAST, 142.44 FEET; SOUTH 66°04'52" EAST, 44.49 FEET; NORTH 86°27'33" EAST, 111.17 FEET; SOUTH 48°52'34" EAST, 262.23 FEET; SOUTH 29°14'26" EAST, 134.09 FEET; SOUTH 05°23'09" EAST, 209.60 FEET; SOUTH 14°01'39" WEST, 111.67 FEET; SOUTH 00°35'04" EAST, 157.65 FEET; SOUTH 03°11'18" WEST, 138.54 FEET TO A POINT ON THE SOUTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT 93-069118, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID SOUTH LINE NORTH 88°28'45" WEST, 100.04 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.67 ACRES MORE OR LESS.

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BASIS OF BEARINGS PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH  
01°35'01" EAST ON THE LINE BETWEEN THE NE AND SE CORNER OF THE SAMUEL  
B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTER LINE OF SW  
110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355).

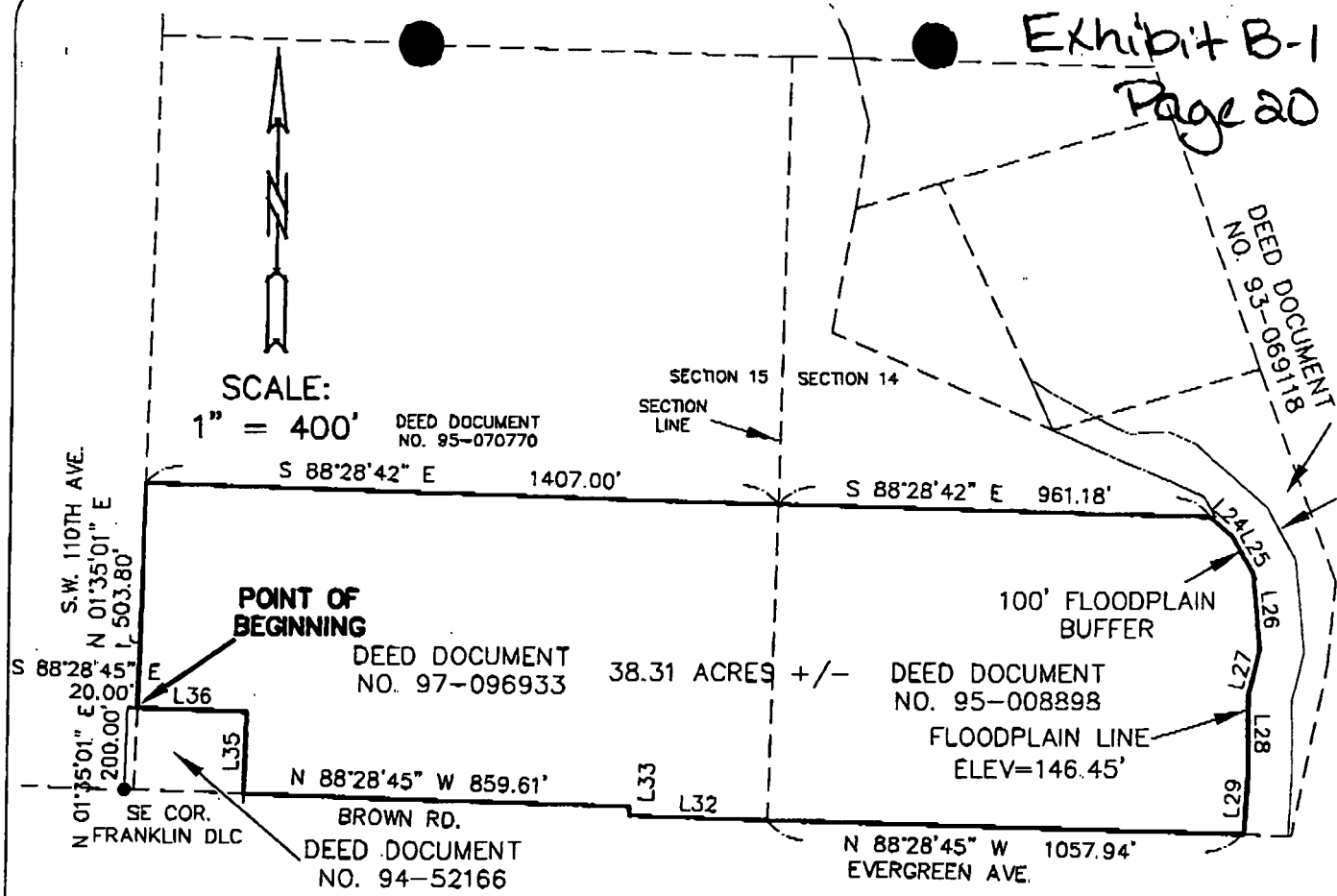
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jean M. Dalrymple-Feigon*

OREGON  
JULY 14, 1998  
JEAN M. DALRYMPLE-FEIGNON  
2875

EXP 12-31-05





| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L24        | 65.00  | S48°52'34"E |
| L25        | 95.67  | S29°14'26"E |
| L26        | 171.37 | S05°23'09"E |
| L27        | 107.39 | S14°01'39"W |
| L28        | 167.18 | S00°35'04"E |
| L29        | 138.16 | S03°11'18"W |
| L32        | 306.89 | N88°28'45"W |
| L33        | 20.00  | N01°35'01"E |
| L35        | 180.00 | N01°35'01"E |
| L36        | 243.00 | N88°28'45"W |

The northerly flood plain elevation for Seely Ditch as shown on the Flood Insurance Rate Map Community—Panel Number 410025 0004 C dated February 19, 1987 is 143 (NGVD 29 vertical datum). The flood plain line shown hereon is based on a ground survey of the elevation 146.45 (143 NGVD + 3.45 datum conversion to NAVD 88 vertical datum).

DRAWN BY: RLM DATE: 6/02/04  
 REVIEWED BY: JMD-F DATE: 4/15/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 400'  
PICULELL PROPERTY

**ALPHA ENGINEERING INC.**  
 PLANNING • DEVELOPMENT SERVICES • SURVEYING

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 PLAZA WEST • SUITE 230 • 8800 SW OAK • PORTLAND, OR 97223

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ALPHA ENGINEERING, INC.

JUNE 2, 2004

LEGAL DESCRIPTION  
OTHER OWNER PROPERTY  
REMAINDER PICULELL  
PORTION OF TL 400 & 490

JOB NO. 108-045

A TRACT OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 14 AND SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, AND BEING A PORTION OF THE LAND DESCRIBED IN DEED DOCUMENT 93-069118, CLACKAMAS COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN DEED DOCUMENT 93-069118, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE NORTH LINE OF SAID DEED NORTH 73°28'33" EAST, 540.83 FEET, MORE OR LESS TO THE EAST LINE OF SAID DEED, BEING THE CENTER OF A DRAINAGE DITCH; THENCE ALONG THE CENTER OF SAID DITCH THE FOLLOWING THREE COURSES: SOUTH 19°29'38" EAST 1114.87 FEET; SOUTH 08°57'38" WEST, 155.03 FEET; SOUTH 09°32'32" WEST, 405.45 FEET TO THE SOUTH LINE OF THE LAND DESCRIBED AS PARCEL 2 OF DEED DOCUMENT 93-069118 CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID SOUTH LINE NORTH 88°28'45" WEST, 9.43 FEET TO A POINT ON THE 100.00 FOOT FLOOD PLAIN BUFFER LINE; THENCE ALONG SAID FLOOD PLAIN BUFFER LINE THE FOLLOWING TEN COURSES: NORTH 03°11'18" EAST, 138.54 FEET; NORTH 00°35'04" WEST, 157.65 FEET; NORTH 14°01'39" EAST, 111.67 FEET; NORTH 05°23'09" WEST, 209.60 FEET; NORTH 29°14'26" WEST, 134.09 FEET; NORTH 48°52'34" WEST, 262.23 FEET; SOUTH 86°27'33" WEST, 111.17 FEET; NORTH 66°04'52" WEST, 44.49 FEET; NORTH 62°17'52" WEST, 142.44 FEET; NORTH 58°18'16" WEST 69.36 FEET TO A POINT ON THE WEST LINE OF THE LAND DESCRIBED AS PARCEL 1 OF DEED DOCUMENT 93-069118 CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID WEST LINE NORTH 25°08'18" WEST, 478.94 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.10 ACRES MORE OR LESS

BASIS OF BEARINGS PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH 01°35'01" EAST ON THE LINE BETWEEN THE NE CORNER AND SE CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTER LINE OF SW 110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355)

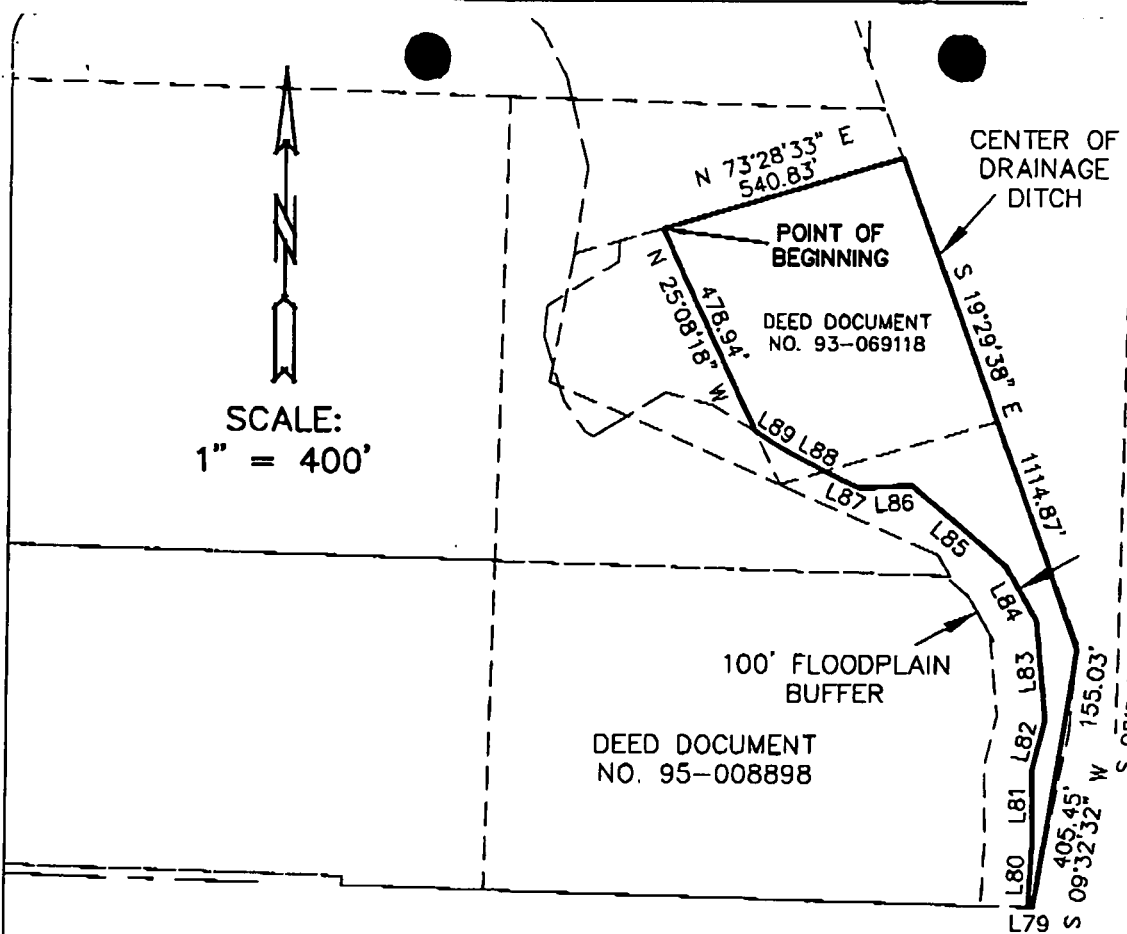
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REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jean M. Dalrymple-Feigon*

OREGON  
JULY 14, 1998  
JEAN M. DALRYMPLE-FEIGON  
2375




SCALE:  
1" = 400'

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L79        | 9.43   | N88°28'45"W |
| L80        | 138.54 | N03°11'18"E |
| L81        | 157.65 | N00°35'04"W |
| L82        | 111.67 | N14°01'39"E |
| L83        | 209.60 | N05°23'09"W |
| L84        | 134.09 | N29°14'26"W |
| L85        | 262.23 | N48°52'34"W |
| L86        | 111.17 | S86°27'33"W |
| L87        | 44.49  | N66°04'52"W |
| L88        | 142.44 | N62°17'52"W |
| L89        | 69.36  | N58°18'16"W |

The northerly flood plain elevation for Seely Ditch as shown on the Flood Insurance Rate Map Community-Panel Number 410025 0004 C dated February 19, 1987 is 143 (NGVD 29 vertical datum). The flood plain line shown hereon is based on a ground survey of the elevation 146.45 (143 NGVD + 3.45 datum conversion to NAVD 88 vertical datum).

DRAWN BY: RLM DATE: 6/02/04  
 REVIEWED BY: JMD-F DATE: 4/15/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 400'  
 PICULELL REMAINDER



**ALPHA ENGINEERING INC.**  
 PLANNING & DEVELOPMENT SERVICES & SURVEYING

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ALPHA ENGINEERING, INC.

JUNE 2, 2004

LEGAL DESCRIPTION OF OTHER OWNER PROPERTY, FILE NO. 108-045  
REMAINDER OF BISCHOFF PROPERTY, A PORTION OF TAX LOT 100

A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, AND BEING A PORTION OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 98-002621, CLACKAMAS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50; THENCE ALONG THE EAST LINE OF SAID DONATION LAND CLAIM (BEING THE CENTERLINE OF S.W. 110<sup>TH</sup> AVENUE), SOUTH 01°35'01" WEST, 338.13 FEET, TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 78-00389, CLACKAMAS COUNTY DEED RECORDS; THENCE LEAVING SAID SOUTHWEST CORNER ALONG THE SOUTH LINE OF SAID DEED, SOUTH 88°38'16" EAST, 60.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID DEED LINE, THE FOLLOWING TWELVE COURSES: SOUTH 28° 27' 48" EAST, 270.94 FEET; SOUTH 60° 02' 33" EAST, 51.09 FEET; NORTH 80° 52' 58" EAST, 159.20 FEET; SOUTH 51° 07' 33" EAST, 189.46 FEET; NORTH 62° 53' 09" EAST, 80.96 FEET; SOUTH 49° 19' 05" EAST, 163.96 FEET; SOUTH 12° 11' 33" EAST, 93.79 FEET; SOUTH 11° 44' 14" WEST, 10.30 FEET; SOUTH 42° 18' 36" EAST, 60.97 FEET; SOUTH 31° 50' 13" EAST, 216.49 FEET; SOUTH 34° 20' 21" EAST, 140.80 FEET; SOUTH 24° 18' 02" EAST, 5.39 FEET TO THE NORTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 99-065544, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID DEED LINE, NORTH 71° 20' 53" EAST, 433.98 FEET TO THE EAST LINE OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON; THENCE ALONG SAID SECTION LINE, NORTH 01° 22' 49" EAST, 708.43 FEET TO THE SOUTH LINE OF THE LAND DESCRIBED IN DEED DOCUMENT NO. 78-00389, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID DEED LINE, NORTH 88° 38' 16" WEST, 1357.71 FEET TO THE POINT OF BEGINNING.

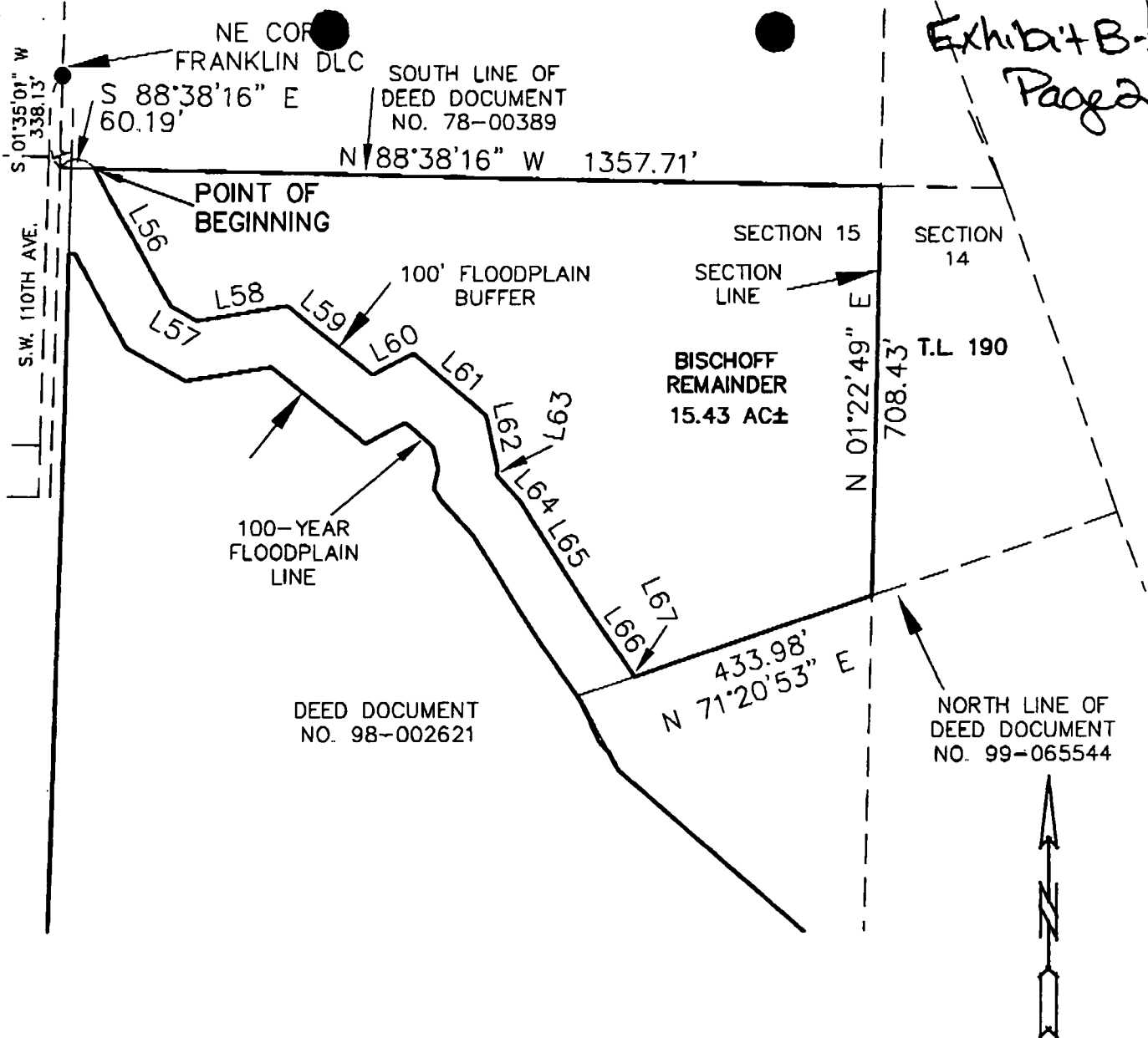
CONTAINS 15.43 ACRES MORE OR LESS.

BASIS OF BEARINGS PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH 01°35'01" EAST ON THE LINE BETWEEN THE NE CORNER AND SE CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTERLINE OF SW 110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355)

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Plaza West • Suite 230 • 9600 SW Oak • Portland, Oregon 97223  
Office 503-452-8003 • Fax 503-452-8043

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*John M. Daley*  
OREGON  
JULY 14, 1988  
JEAN M. DALEY-REGISTRATION  
2575



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L56        | 270.94 | S28°27'48"E |
| L57        | 51.09  | S60°02'33"E |
| L58        | 159.20 | N80°52'58"E |
| L59        | 189.46 | S51°07'33"E |
| L60        | 80.96  | N62°53'09"E |
| L61        | 163.96 | S49°19'05"E |
| L62        | 93.79  | S12°11'33"E |
| L63        | 10.30  | S11°44'14"W |
| L64        | 60.97  | S42°18'36"E |
| L65        | 216.49 | S31°50'13"E |
| L66        | 140.80 | S34°20'21"E |
| L67        | 5.39   | S24°18'02"E |

The northerly flood plain elevation for Seely Ditch as shown on the Flood Insurance Rate Map Community-Panel Number 410025 0004 C dated February 19, 1987 is 143 (NGVD 29 vertical datum). The flood plain line shown hereon is based on a ground survey of the elevation 146.45 (143 NGVD + 3.45 datum conversion to NAVD 88 vertical datum).

SCALE:  
1" = 270'



DRAWN BY: RLM DATE: 6/02/04  
 REVIEWED BY: JMD-F DATE: 4/15/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 270'  
 BISCHOFF REMAINDER

**ALPHA ENGINEERING INC.**  
 PLANNING & DEVELOPMENT SERVICES & SURVEYING  
 OFFICE 503-452-8003 & FAX 503-452-8043  
 PLAZA WEST & SUITE 230 & 9800 SW OAK & PORTLAND, OR 97223

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ALPHA ENGINEERING, INC.

JUNE 2, 2004

LEGAL DESCRIPTION  
OF OTHER OWNER PROPERTY  
REMAINDER OF DE ARMOND AND FASANO PROPERTY  
IN A PORTION OF TL 390 & 380

JOB NO. 108-045

A TRACT OF LAND SITUATED IN THE NORTHWEST AND SOUTHWEST ONE-  
QUARTERS OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE  
MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF THE LAND  
DESCRIBED IN DEED DOCUMENT 95-070770, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN DEED  
DOCUMENT 95-070770, CLACKAMAS COUNTY DEED RECORDS THENCE ALONG  
THE EASTERLY LINE OF SAID DEED SOUTH 13°31'12" EAST, 149.09 FEET; SOUTH  
08°20'13" WEST, 188.56 FEET TO AN ANGLE POINT IN SAID DEED; THENCE ALONG  
THE NORTH LINE OF SAID DEED NORTH 73°22'39" EAST, 98.03 FEET TO A POINT ON  
THE 100 FOOT FLOOD PLAIN BUFFER LINE AND THE POINT OF BEGINNING;  
THENCE ALONG THE NORTH LINE OF SAID DEED, NORTH 73°22'39" EAST, 97.66  
FEET TO THE MOST EASTERLY NORTHEAST CORNER OF SAID DEED; THENCE  
ALONG THE LINE COMMON TO THE LANDS DESCRIBED IN DEED DOCUMENT 95-  
070770 AND DEED DOCUMENT 93-069118, CLACKAMAS COUNTY DEED RECORDS,  
SOUTH 25°08'18" EAST, 478.94 FEET TO A POINT ON THE 100.00 FOOT FLOOD PLAIN  
BUFFER LINE; THENCE ALONG SAID BUFFER LINE THE FOLLOWING ELEVEN  
COURSES: NORTH 58°18'16" WEST, 6.45 FEET; NORTH 58°54'52" WEST, 101.86 FEET;  
NORTH 75°47'16" WEST, 106.47 FEET; SOUTH 58°06'05" WEST 138.90 FEET; SOUTH  
55°51'54" WEST, 40.42 FEET; NORTH 58°00'26" WEST, 21.53 FEET; NORTH 33°58'43"  
WEST, 81.22 FEET; NORTH 16°59'50" WEST, 142.22 FEET; NORTH 05°12'59" EAST,  
65.33 FEET; NORTH 56°58'47" EAST, 176.00 FEET; NORTH 02°35'13" EAST, 43.91 FEET  
TO THE POINT OF BEGINNING.

CONTAINING 2.52 ACRES MORE OR LESS

BASIS OF BEARINGS PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH  
01°35'01" EAST ON THE LINE BETWEEN THE NE CORNER AND SE CORNER OF THE  
SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTERLINE  
OF SW 110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355)

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 14, 1998  
JEAN M. DALRYMPLE-FEIGION  
2575

N:\proj\108-045\Word\10845TL390srd380\_LEG.doc



SCALE:  
1" = 300'

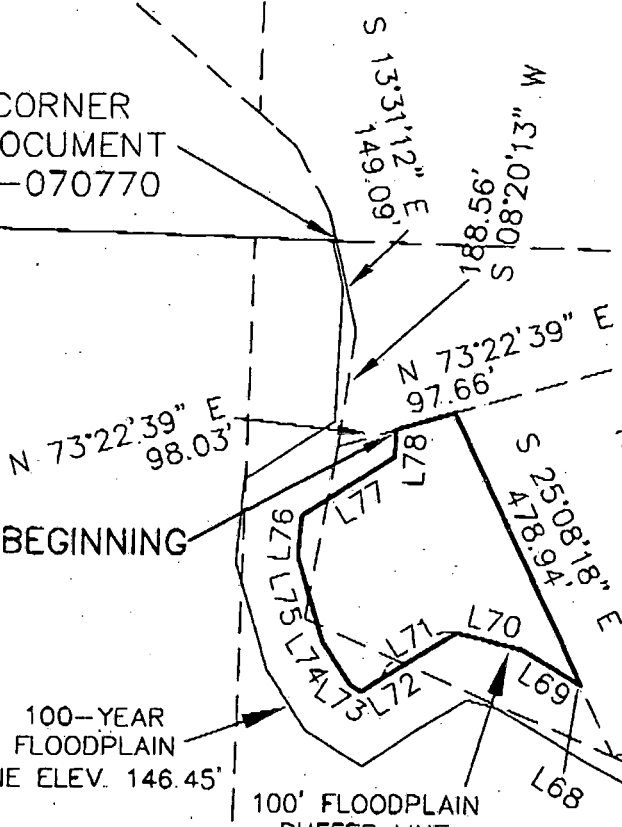
N.E. CORNER  
DEED DOCUMENT  
NO. 95-070770

POINT OF BEGINNING

100-YEAR  
FLOODPLAIN  
LINE ELEV. 146.45'

100' FLOODPLAIN  
BUFFER LINE

DEED DOCUMENT  
NO. 93-096118



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L68        | 6.45   | N58°18'16"W |
| L69        | 101.86 | N58°54'52"W |
| L70        | 106.47 | N75°47'16"W |
| L71        | 138.90 | S58°06'05"W |
| L72        | 40.42  | S55°51'54"W |
| L73        | 21.53  | N58°00'26"W |
| L74        | 81.22  | N33°58'43"W |
| L75        | 142.22 | N16°59'50"W |
| L76        | 65.33  | N05°12'59"E |
| L77        | 176.00 | N56°58'47"E |
| L78        | 43.91  | N02°35'13"E |

The northerly flood plain elevation for Seely Ditch as shown on the Flood Insurance Rate Map Community-Panel Number 410025 0004 C dated February 19, 1987 is 143 (NGVD 29 vertical datum). The flood plain line shown hereon is based on a ground survey of the elevation 146.45 (143 NGVD + 3.45 datum conversion to NAVD 88 vertical datum).

DRAWN BY: RLM DATE: 6/02/04  
 REVIEWED BY: JMD-F DATE: 4/15/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 400'  
 DE ARMOND/FASANO REMAINDER



**ALPHA ENGINEERING INC.**  
 PLANNING & DEVELOPMENT SERVICES & SURVEYING  
 OFFICE 503-452-8003 & FAX 503-452-8043  
 PLAZA WEST & SUITE 230 & 9800 SW OAK & PORTLAND, OR 97223

I:\proj\108-045\dwg\survey\108045SKCAD.DWG - SHEET: 6x11 SKETCH 5 Jun 02 2004 - 10:26am Ah

EXHIBIT P. 07  
Page 5  
EXHIBIT B-2

ALPHA ENGINEERING, INC.

JUNE 10, 2004

LEGAL DESCRIPTION  
PICULELL PROPERTY, TAX 400

FILE NO. 108-045

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY OREGON, AND BEING THE LANDS DESCRIBED AS PARCEL 1 IN DEED DOCUMENT NO. 93-069118, CLACKAMAS COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN DEED DOCUMENT NO. 93-069118, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE WEST LINE OF SAID PARCEL 1, NORTH 25°08'18" WEST, 604.67 FEET; THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 73°28'33" EAST, 540.83 FEET MORE OR LESS TO THE CENTER OF A DRAINAGE DITCH; THENCE ALONG THE CENTER OF SAID DITCH SOUTH 19°29'38" EAST, 598.50 FEET; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, SOUTH 73°27'26" WEST, 481.28 FEET, TO THE POINT OF BEGINNING.

CONTAINS 7.01 ACRES MORE OR LESS.

BASIS OF BEARINGS PER OREGON NORTH ZONE NAD 83(91) TAKEN AS NORTH 01°35'01" EAST ON THE LINE BETWEEN THE NE AND SE CORNER OF THE SAMUEL B. FRANKLIN DONATION LAND CLAIM NO. 50, BEING THE CENTER LINE OF SW 110<sup>TH</sup> AVENUE (COUNTY ROAD NO. 355).

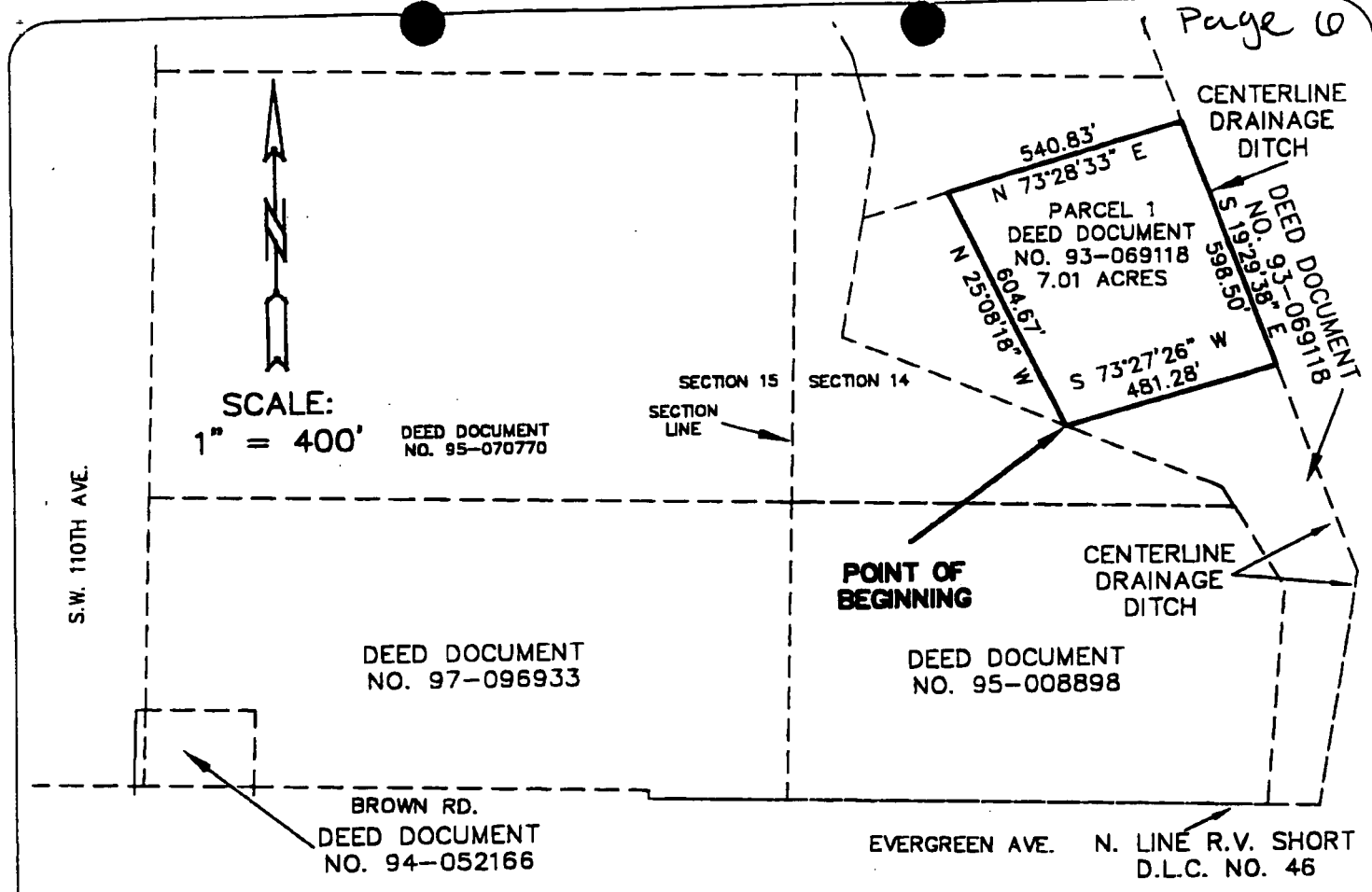
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Jean M. Dalrymple-Feigon*  
OREGON  
JULY 14, 1998  
JEAN M. DALRYMPLE-FEIGON  
2875  
EXP 12-31-03

N:\proj\108-045\Word\10845PICTL400\_LEG.doc

Plaza West • Suite 230 • 9600 SW Oak • Portland, Oregon 97223  
Office 503-452-8003 • Fax 503-452-8043  
• www.alpha-eng.com •

06/10/04 THU 21:33 [TX/RX NO 5299]





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DRAWN BY: RLM DATE: 6/10/04  
 REVIEWED BY: JMD-F DATE: 6/10/04  
 PROJECT NO.: 108-045  
 SCALE: 1" = 400'  
PICULELL TAX LOT 400  
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 PLAZA WEST SUITE 230 9800 SW OAK - PORTLAND, OR 97223

Exhibit B3  
page 1

Order No. 94087840-C

EXHIBIT "A"

Part of Section 15, Township 3 South, Range 1 West of the Willamette Meridian, in Clackamas County, Oregon, described as follows:

Beginning at the Southeast corner of the S.B. Franklin Donation Land Claim No. 50; in Township 3 South, Range 1 West of the Willamette Meridian, running thence North 200 feet to a point; thence East 263 feet; thence South 200 feet; thence West 263 feet to the place of beginning.

EXCEPTING THEREFROM that portion lying within streets.

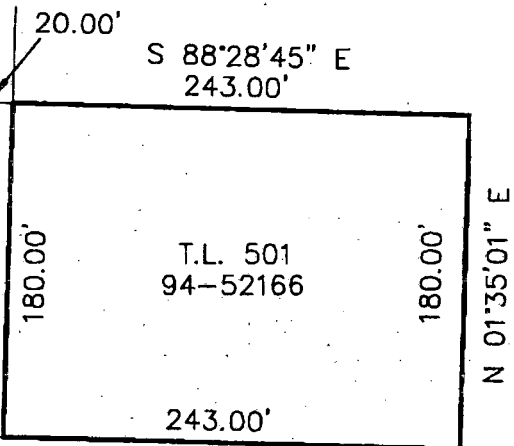
EXHIBIT MAP  
KIRKENDALL PROPERTY  
TAX LOT 501

DEED DOCUMENT  
NO. 97-096933

NE COR.  
FRANKLIN DLC

BASIS OF BEARINGS  
N 01°35'01" E

Sw 110th Ave



T.L. 501  
94-52166

SE COR.  
FRANKLIN DLC

BROWN RD.



SCALE:  
1" = 100'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 14, 1983  
JEA 10101/PL-REGION  
2070

EXP 12-31-05

BASIS OF BEARING  
N 01° 35' 01" WEST ON D.L.C. LINE BEING THE  
CENTERLINE OF S.W. 110TH AVENUE

DRAWN BY: RLM DATE: 6/01/04  
REVIEWED BY: JMD-F DATE: 4/15/04  
PROJECT NO.: 108-045  
SCALE: 1" = 400'  
KIRKENDALL PROPERTY  
N:\proj\108-045\dwg\survey\108045SKCA.DWG



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EXHIBIT C

Villebois Finance Plan

# **VILLEBOIS FINANCE PLAN**

# **Villebois Development Finance Plan**

**ADOPTED BY WILSONVILLE CITY COUNCIL  
MAY 24, 2004**

**Exhibit A to Resolution No. 1862**

## Villebois Development Finance Plan

This Finance Plan is a controlling document that sets forth the responsibilities of all parties to achieve the development goals for Villebois.

WHEREAS: The City adopted the Dammasch Area Transportation Efficient Land Use Plan (DATELUP) in 1997 as part of a cooperative agreement with the State of Oregon. Metro has incorporated the land into the Urban Growth Boundary designating the property for urban development; and

WHEREAS: As a refinement of DATELUP, the City approved the Villebois Village Concept Plan and the Villebois Village Master Plan in 2003, (Attachment C(1), Figure 1: Land Use Plan dated 6/4/2003) which identifies that the key development objectives are to promote diversity, connectivity, sustainability, market sensitivity and transit orientation within a mixed-use urban community. In addition, a further refinement to the Villebois Village Concept Plan will be included in the approved Master Plan; and

WHEREAS: Costa Pacific Communities, LLC, master planner, prepared the Villebois Village Master Plan which the City approved in 2003 and the City also adopted the Village Zone to implement the Villebois Village Master Plan in 2003; and

WHEREAS: A Finance Plan is necessary to accomplish the goals set out for development of the area consistent with the Villebois Village Concept Plan and to support the Villebois Village Master Plan; and

WHEREAS: The Property Owners (Attachment A and Attachment B) wish to develop their properties, and

WHEREAS: The portion of the properties of the Villebois Village Master Plan outside the City were planned in coordination with Clackamas County under the Urban Growth Management Agreement between the City and Clackamas County in the anticipation of the annexation of these properties.

THEREFORE: The Finance Plan outlines the responsibilities of the City and the private developers. Specific commitments will occur in Development Agreements.

## **Concurrency**

Development of Villebois will require a careful sequencing of infrastructure to support the schedule of development. Policy 3.1.2 of the City of Wilsonville's Comprehensive Plan states that "The City of Wilsonville shall provide, or coordinate the provision of, facilities and services concurrent with need (created by new development, redevelopment, or upgrades of aging infrastructure)." Attachment D lists the implementing measures for this policy and provides more detail regarding the timing of improvements and the City's ability to award approvals. Per this concurrency policy, all public infrastructure necessary for Villebois to develop must be identified and a sound funding plan established in order for development to proceed.

One of the more critical components of concurrency for Villebois will be vesting trip capacity at the Wilsonville Road I-5 Interchange through system development charges (SDCs). Under Ordinance 561 Villebois developers have the right to apply for a vested right to use available transportation capacity in the Wilsonville I-5 Interchange for full build out by means of paying a Supplemental Street SDC (SSDC). Financing through a Local Improvement District under the Bancroft Bonding Act is being proposed to fund the \$1.6 million in supplemental street SDCs to secure the needed trips for Villebois (and is further described below).

## **Infrastructure Costs**

Development of Villebois will require a substantial financial investment in public infrastructure, because the proposed development is:

- A substantial (500+ acres) rural, master planned area;
- Located at the edge of the urban growth boundary;
- Separated from much of the city by undeveloped and undevelopable land;
- Dependent on improvements to the Wilsonville Road/I-5 Interchange and construction of street, water and sewer facilities which will also serve existing and other future developments; and

As shown in Attachment E-1 (Preliminary Villebois Public Infrastructure Finance Table) and Attachment F (Preliminary Villebois Related Infrastructure Table), an estimated \$143 million of infrastructure projects are required to support the Villebois development. This includes \$72 million of private or "onsite" projects and \$71 million of "offsite" and "related" projects. Onsite includes projects internal to Villebois. Offsite projects generally can be described as projects that will connect Villebois to existing infrastructure. Related projects include work that is required for Villebois development but supports community development generally. Prime examples of related projects include improvements to the Wilsonville Road and the I-5 interchange.

The cost estimates, stated in 2002 dollars, are preliminary and include reasonable contingencies. Since the development of Villebois is expected to occur over an eight to twelve year time period, changes to infrastructure requirements for each development phase will undoubtedly occur.



## Infrastructure Revenues

### Villebois Infrastructure Financing Sources

Funding for “offsite” and “related” projects is expected to come from a variety of sources including: SDC revenues collected from developers within Villebois, tax increment generated by the Year 2000 and West Side Urban Renewal districts, a Local Improvement District and payment assessments, grants, existing utility fees, and existing SDC funds as follows:

### Villebois Offsite and Related Infrastructure Financing Sources (in 2002 Dollars)

|  | Villebois Project | Villebois Related | Total   |
|--|-------------------|-------------------|---------|
| Private                                | \$71.7            | \$0               | \$71.7  |
| Development Generated                  |                   |                   |         |
| SDC                                    | \$11.8            | \$0               | \$11.8  |
| West Side Urban Renewal                | \$20.0            | \$0               | \$20.0  |
| Grants                                 | \$9.4             | \$15.2            | \$24.6  |
| Year 2000 Urban Renewal<br>(East Side) |                   | \$11.2            | \$11.2  |
| Citywide SDC                           |                   | \$ 2.2            | \$ 2.2  |
| Utility Fees                           |                   | \$ 2.1            | \$ 2.1  |
| Total                                  | \$112.9           | \$ 30.7           | \$143.6 |

The following describes each of these financing sources and Attachment G provides a summary estimate of the fees that a Villebois developer would be expected to pay at time of permits issuance:

**Villebois System Development Charges:** SDCs are collected from builders at the time of building permit issuance and include allocations for wastewater, water, parks, streets, I-5 and storm water. Revenues from these fees are used within respective categories to fund system-wide improvements as identified in the City’s Capital Improvement Plan. Portions of the SDCs are committed to future water and wastewater plant improvements; the remainders are available for eligible public infrastructure projects. Based upon the estimated Villebois phasing plan submitted to the City, the City has calculated a draft estimate of the SDCs that would be collected (Attachment H). The City will be initiating changes to the street, supplemental street, parks, wastewater and water SDC rates for capital improvement plans in light of the Villebois area infrastructure additions. The City will also incorporate the 24” parallel sanitary sewer project listed in Attachment E-1 on the next sewer rates and SDC study to become eligible for general SDC reimbursement. All SDCs are expected to increase periodically during the eight to twelve year development period. Actual SDC credits will be calculated for specific PDP’s.

The City of Wilsonville charges a parks SDC for new development consistent with the Parks Master Plan. Attachment I describes the SDCs. The City has determined that the

basic \$2,248 parks SDC can be assessed with \$1,383 creditable to eligible investments in Villebois. Additional credits may be available, pending justifications to be submitted related to community parks. The City will prepare an amendment to the Parks Master Plan to include Villebois projects, which must then be approved by City Council.

In addition, all buildings within Villebois are required to provide a fire sprinkler system, which is not normally required in single-family homes. The water SDCs for Villebois have been reduced to reflect the construction costs associated with the sprinkler systems. West Side Urban Renewal revenues would repay the SDC fund as tax increment revenues become available.

**Local Improvement District:** To fund certain initial transportation improvements that benefit Villebois, a \$1.6 million LID is being proposed to fund improvements to the I-5 Wilsonville Interchange. It is proposed that the LID assessments would be spread in a uniform charge with an equitable crediting system against assessments for applicable SSDC's. This system will be created in cooperation with affected property owners. The City will establish a deadline for participation in the LID. Properties not participating in the LID are expected to pay a greater assessment fee upon entering into a development agreement. The LID participants will receive a commitment for reimbursement equal to the portion of capital investment in I-5 trips. Participants will be required to pay the interest and issuance costs if bonds are issued to secure the assessment and the costs associated with the preparation of the LID Engineering and Finance reports.

**West Side Urban Renewal:** Following a September 2003 election in which nearly 80% of Wilsonville voters supported a measure advising the City Council to create the West Side Urban Renewal District, the City took the necessary steps to create the District. The formal process for creating the district included the following:

- October 8, 2003, public hearing and passage of a resolution by the Wilsonville Planning Commission recommending creation of the District
- October 30, 2003, public hearing and passage of a resolution by the Clackamas County Board of County Commissioners approving the Wilsonville West Side Urban Renewal Plan
- November 3, 2003, after public hearing of October 20, 2003, Ordinance 560 adopted by the Wilsonville City Council receiving the Report and approving the Villebois Urban Renewal Plan.

The District creates an important financing tool for the City to direct future tax revenues created by private development to fund capital projects supporting that development. In addition to serving the Villebois development these projects will have broad benefits including:

- Providing community-wide benefits in the form of transportation, water, sewer and parks
- Supporting State, Region, and City land-use, housing, transportation, and growth policies

- Leveraging the broad appeal of the Village Concept Plan—attracting grant funds
- Supporting the desirable redevelopment of state land
- Encouraging economic development on Wilsonville's west side
- Supporting the direction of both the December 2002 Freeway Access Study and the June 2003 Transportation System Plan

Assuming private development proceeds at the expected pace, Urban Renewal bonds will be issued in 2007.

**State and Federal Grants:** Due to the broad appeal of the Villebois Village Concept Plan, regional, state, and federal officials have a heightened interest in supporting City grant requests. Grant funding generally falls into three levels: awards, requests, and development stages. The status of the City's grant applications includes:

- The City has secured approximately \$6 million for the extension of Boeckman Road.
- The City has formally requested an additional \$2 million for Boeckman from the federal government.
- The City has requested \$4.2 million in federal funds for the Barber Street project.
- The City is developing a \$14.5 million state request for improvements to the I-5 Interchange at Wilsonville Road.

**Year 2000 Urban Renewal (East Side):** Critical projects, such as improvements to Wilsonville Road and its interchange with I-5, are eligible for funding from the Year 2000 Urban Renewal District. These funds are available and committed to the projects.

**Utility Fees:** These are existing fees that are collected by the City, which will be used for projects that fall geographically within the Villebois Master Plan area and generally benefit the City as a whole.

**SSDC Surcharge:** An SSDC surcharge will be assessed for Villebois properties not included in the LID. Upon issuances of the LID, the City will calculate the bond interest and issuance and LID Engineering and Finance report costs to properties that do participate in the LID. The per unit cost will then become the basis for the LID surcharge.

## Villebois Fees

Additional fees will be established for properties developing at Villebois to cover costs associated with master planning and design/engineering review of development plans. These fees will be paid at the time of building permit issuance and are summarized in Attachment G, Table C.

**Master Planning Reimbursement Fee:** A Master Planning Reimbursement Fee is proposed to provide for reimbursement of master planning costs associated with the entire Villebois Plan area. A Master Planning Reimbursement Fee of \$900 per single-

family unit and \$600 per multi-family unit is proposed to be established for Villebois. Properties within the Villebois LLC ownership shall pay a fee of \$210 for a single-family unit and \$140 for a multi-family unit. Those Villebois properties that are not included in the LID or prepaying in lieu of joining the LID will have an increased fee of \$1,200 for single-family homes and \$800 per multi-family unit (Attachment G, Table C).

**Architectural and Rainwater Plans Review:** This fee will be established based upon the additional technical review needed to assure that standards established in the Villebois Pattern Book and for the rainwater management system are met. It is estimated that this additional fee would be \$200 per single family home based upon the estimated time needed to review plans. Multi-family and commercial fees would be established based upon the value of the project. These fees will be evaluated one year after implementation to ensure the fees are consistent with actual City review time.

## **Infrastructure Improvements Cash Flow**

Consistent with concurrency requirements, the City has identified appropriate phasing for each of the infrastructure projects identified in this Finance Plan. The cash flow analysis has been prepared (Attachment J) to estimate annual capital needs over a ten-year period. The City is exploring cash flow financing options to insure funding availability to sustain the most cost effective construction schedule.

## **Responsibilities**

In order to implement this finance plan, a binding "development agreement" will be executed between individual developers/owners as necessary land use approvals (annexation, Specific Area Plan/Preliminary Development Plan/Final Development Plan, etc) are obtained. Such development agreements and approvals will detail infrastructure obligations and other concurrency matters for particular properties/owners.

### **It is expected that the City:**

1. Allocate System Development Charges collected from Villebois development for targeted infrastructure projects (Attachments E and F), and
2. Seek grants to construct infrastructure projects as specified but is not obligated to construct projects other than the Boeckman Extension and Barber if the grants are not approved, and
3. Obtain loans and/or obligate funds as needed for cash flow financing, and
4. Allocate funds within the Year 2000 urban renewal district to cover costs associated with specific projects identified on Attachment F, and
5. Proceed with annexation as Development Agreements are signed and Preliminary Development Plans are approved, and
6. Amend the Parks Master Plan to include Villebois projects, and
7. Adopt an increased supplemental street SDC to allow developers to pre-pay such fees and achieve concurrency for funded trips through the intersections of Wilsonville Road with Boone's Ferry Road, Town Center Loop and the I-5 ramps, and

8. Be responsible for publicly funded infrastructure costs, absorbing any cost overruns and retaining any cost savings, and
9. Based on standard concurrency policy, determine concurrency for phases of development and build improvements as needed to meet concurrency requirements consistent with development agreements. To provide stronger confidence for Villebois developers to proceed with development the City is preparing an analysis of projects required to meet concurrency for the first 1,000 units, and
10. Adopt an SSDC Surcharge for properties not included in the I-5 LID, and
11. Initiate and approve an LID to finance appropriate share of the I-5 Interchange improvements.

**It is expected that Property Owners:**

1. Pledge their properties (via the LID) to finance improvements to the Wilsonville Road I-5 Interchange, and
2. Be responsible for all onsite infrastructure costs identified in the development agreements, absorbing any cost overruns and retaining any cost savings, and
3. Enter into development agreements and secure Preliminary Development Plan approval as part of annexation.

**Expected Future Actions**

The parties recognize that following approval of the Finance Plan, there are several actions necessary to ensure adequate funding for Villebois infrastructure including:

**Annexation.** Prior to annexation Property Owners must have a signed Development Agreement for the property being annexed.

**Capital Improvement Plan Amendments.** The City's Capital Improvement Plans (CIP's) for the various infrastructure areas will be amended to include all projects to be financed through SDC funds.

**Development Agreements.** This Finance Plan is intended to outline the expectations among the parties as a whole. As development proposals for specific properties come forward, separate Development Agreements will be required with individual developers to identify funding responsibilities, schedules, budgets, phasing, land uses, specific street layout and other development commitments.

**Local Improvement District.** As set forth above, an LID to finance a proportionate share of I-5 Interchange improvements is to be established as a condition in Development Agreements.

**Parks Master Plan.** The City will amend the Parks Master Plan to include Villebois projects.

**I-5 Supplemental Street SDC.** A new supplemental street SDC would be adopted by the City to allow developers to pre-pay fees to "reserve" trips through the intersection of Wilsonville

Road with Boones Ferry Road, Town Center Loop and the I-5 ramps. A new supplemental street SDC would be adopted by the City.

**LID Surcharge.** A new surcharge would be adopted to equitably refund SSDC prepayment by properties within the LID for other properties outside the LID. Per units costs for properties outside the LID would be established separately.

**List of Attachments:**

- Attachment A: Property Owner List
- Attachment B: Property Owner Map
- Attachment C: Figure 1: Land Use Plan
- Attachment D: Comprehensive Plan, Policy 3.1.2, Timing and Concurrency
- Attachment E: (1) Preliminary Villebois Infrastructure Finance Table  
(2) Villebois Infrastructure Cost Estimates
- Attachment F: Preliminary Villebois Related Infrastructure Table
- Attachment G: Estimated Villebois Fees Collected at Time of Permit
- Attachment H: SDC Estimates (2003 Dollars)
- Attachment I: Villebois Parks and Recreation SDC Estimate (9/15/03)
- Attachment J: Preliminary Villebois Revenue Cash Flow
- Attachment K: Preliminary Villebois Peak PM Trip Requirement Summary

## Villebois Infrastructure Finance Plan Summary

### A Financing Partnership

This finance plan identifies the infrastructure necessary to ensure the efficient build out of the Villebois urban village in a way that does not stress city services or degrade Wilsonville's transportation network. The most equitable, stable and reliable mechanism to fund these improvements is through a financing partnership among all those affected, including the City of Wilsonville, area property owners and state and regional entities. The costs of this infrastructure will be significant, particularly because at least two of the necessary road projects—the Boeckman Extension and the Barber Extension must cross the Coffee Lake wetlands and flood plain. Both serve Villebois but are also critical components of the City's overall transportation system. The same is true for many of the other needed improvements—they serve Villebois and the city at large.

### What the Plan Contains

The finance plan outlines the funds that will be needed to support the phased development of Villebois over a ten-year period. It includes a cash flow analysis and a description of the financing: tax increment (urban renewal funds), local improvement districts (LIDs), System Development Charges (SDCs), loans, and federal and state grants and other sources.

### What will it cost and who pays?

Private developers of Villebois are expected to invest \$72 million for on-site infrastructure costs. Grants, development generated revenue, and other sources are expected to contribute approximately \$41 million\* to pay for off-site infrastructure. In addition, about \$30 million will come from citywide and state sources for Villebois related projects that also benefit the extended community. The plan anticipates phasing the annexation as development occurs. Developers will be required to enter into a Development Agreement with the City, which will identify property/project specific obligations based on the Finance Plan.

### Major Issues

- To meet cash flow requirements of the Boeckman Road extension project, the City of Wilsonville is planning to provide \$9 million in short term financing.
- A \$1.6 million LID among participating property owners is expected when the project starts.
- The City has secured grants of \$6 million to extend Boeckman Road to Tooze Road and is seeking additional grants for Boeckman to Grahams Ferry, Wilsonville Road/I-5 Interchange and Barber Street. These projects will proceed as funding becomes available.

### Villebois Infrastructure Financing Sources (in 2002 Dollars)

|                                    | Villebois Generated | Other Sources | Total        |
|------------------------------------|---------------------|---------------|--------------|
| 1. Private investment              | \$ 72               |               | \$ 72        |
| 2. Development-generated funds:    |                     |               |              |
| System Development Charges         | \$ 12               |               | \$ 12        |
| West Side Urban Renewal            | \$ 20               |               | \$ 20        |
| 3. Grants—State, federal, regional | \$ 9                | \$ 15         | \$ 24        |
| 4. Year 2000 Urban Renewal (east)  |                     | \$ 11         | \$ 11        |
| 5. Citywide SDCs                   |                     | \$ 2          | \$ 2         |
| 5. Utility Fees                    |                     | \$ 2          | \$ 2         |
| <b>Total</b>                       | <b>\$113</b>        | <b>\$ 30</b>  | <b>\$143</b> |

For more information on this plan or for a complete copy of the plan, please contact Danielle Cowan, City of Wilsonville Public Affairs Director at (503) 570-1505 or [cowan@ci.wilsonville.or.us](mailto:cowan@ci.wilsonville.or.us).

\* \$12 million SDC/LID, \$20 million Westside Urban Renewal, \$9 million grants for total public investment of \$41 million.

# Villebois Infrastructure Finance Plan: Uses

2002 Dollars in Millions

|                             | Private     | SDC/LID     | West Side<br>Urban<br>Renewal | Year 2000<br>Urban<br>Renewal | Grants      | Utility Fees | Citywide<br>SDCs | Total        |
|-----------------------------|-------------|-------------|-------------------------------|-------------------------------|-------------|--------------|------------------|--------------|
| Boeckman Road               | \$0         | \$3         | \$5                           |                               | \$7         |              |                  | \$15         |
| Tooze Road                  | \$1         | \$0         | \$1                           |                               | \$0         |              |                  | \$2          |
| Barber Street               | \$5         | \$2         | \$0                           |                               | \$2         |              |                  | \$9          |
| Graham's Ferry Road         | \$2         | \$0         | \$2                           |                               | \$0         |              |                  | \$4          |
| Loop Road                   | \$1         | \$0         | \$0                           |                               | \$0         |              |                  | \$1          |
| Local/Private Projects      | \$62        | \$4         | \$2                           |                               | \$0         |              |                  | \$68         |
| Kinsman Road                | \$0         | \$1         | \$6                           |                               | \$0         |              |                  | \$7          |
| Villebois Drive             | \$1         | \$0         | \$0                           |                               | \$0         |              |                  | \$1          |
| Misc Infrastructure         | <u>\$0</u>  | <u>\$2</u>  | <u>\$5</u>                    |                               | <u>\$0</u>  |              |                  | <u>\$7</u>   |
| Villebois Project Subtotal  | \$72        | \$12        | \$20                          |                               | \$9         |              |                  | \$113        |
| Additional Projects         |             |             |                               | \$1                           | \$0         | \$2          | \$2              | \$5          |
| Wilsonville Rd Interchange  |             |             |                               | \$3                           | \$15        | \$0          | \$0              | \$18         |
| Wilsonville Rd Phase 2B & 3 |             |             |                               | <u>\$7</u>                    | <u>\$0</u>  | <u>\$0</u>   | <u>\$0</u>       | <u>\$7</u>   |
| Villebois Related Subtotal  |             |             |                               | \$11                          | \$15        | \$2          | \$2              | \$30         |
| Grand Total                 | <u>\$72</u> | <u>\$12</u> | <u>\$20</u>                   | <u>\$11</u>                   | <u>\$24</u> | <u>\$2</u>   | <u>\$2</u>       | <u>\$143</u> |

Might not add due to rounding.

Misc. Infrastructure includes Wilsonville Road Interchange (\$1.6 million), fire sprinklers (\$2.5 million), and improvements to Brown Road (\$2.6 million).

Additional Projects includes Year 2000 urban renewal for Wilsonville Road and Interchange improvements; Utility Fees for water and sewer lines in Kinsman, Grahams Ferry, Boeckman and Tooze Roads; and, Citywide SDCs for intersection improvements at Clutter/Grahams Ferry, Parkway/Boeckman, and Boberg/Boeckman.

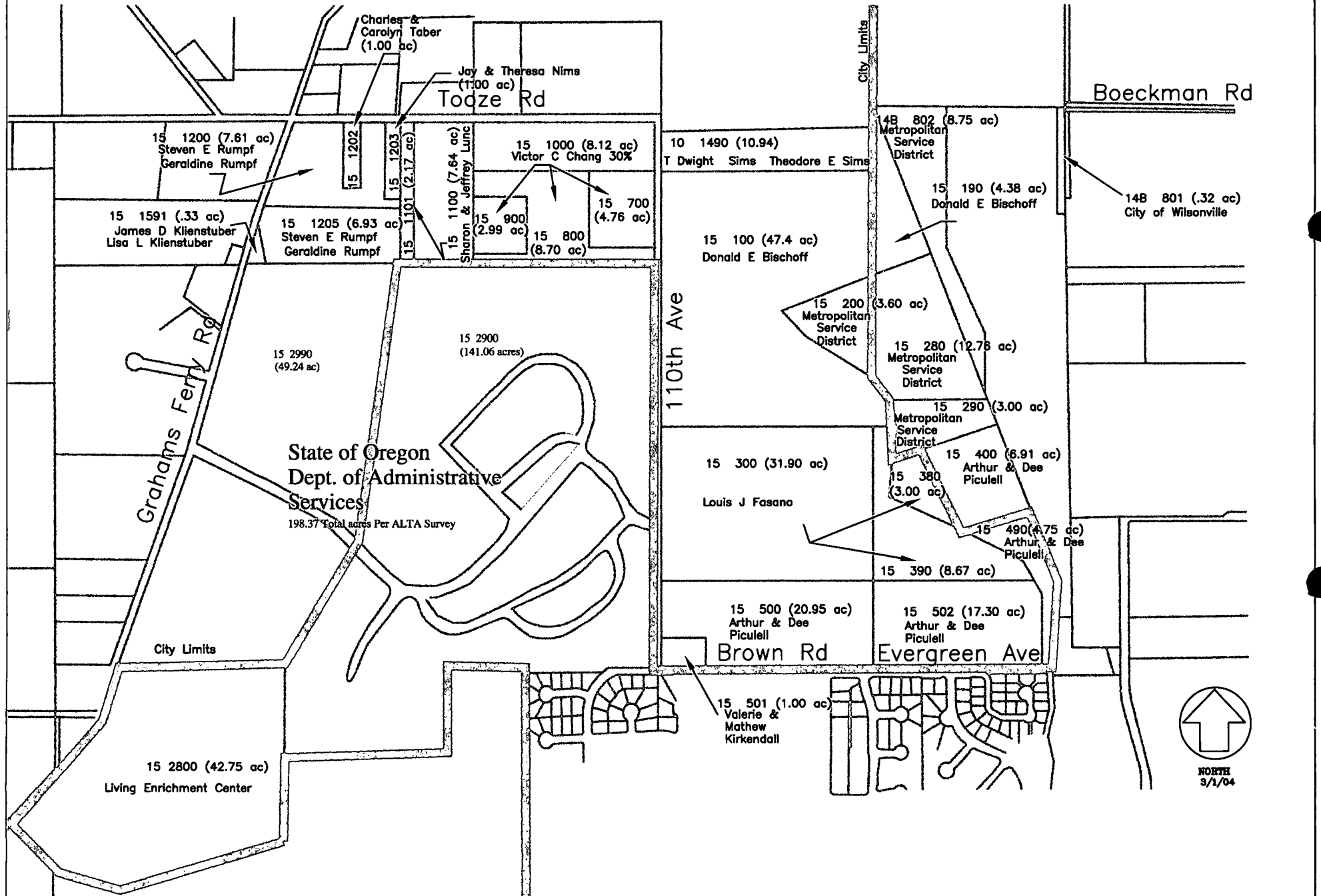


**Property Owner List – Within Master Plan Area**

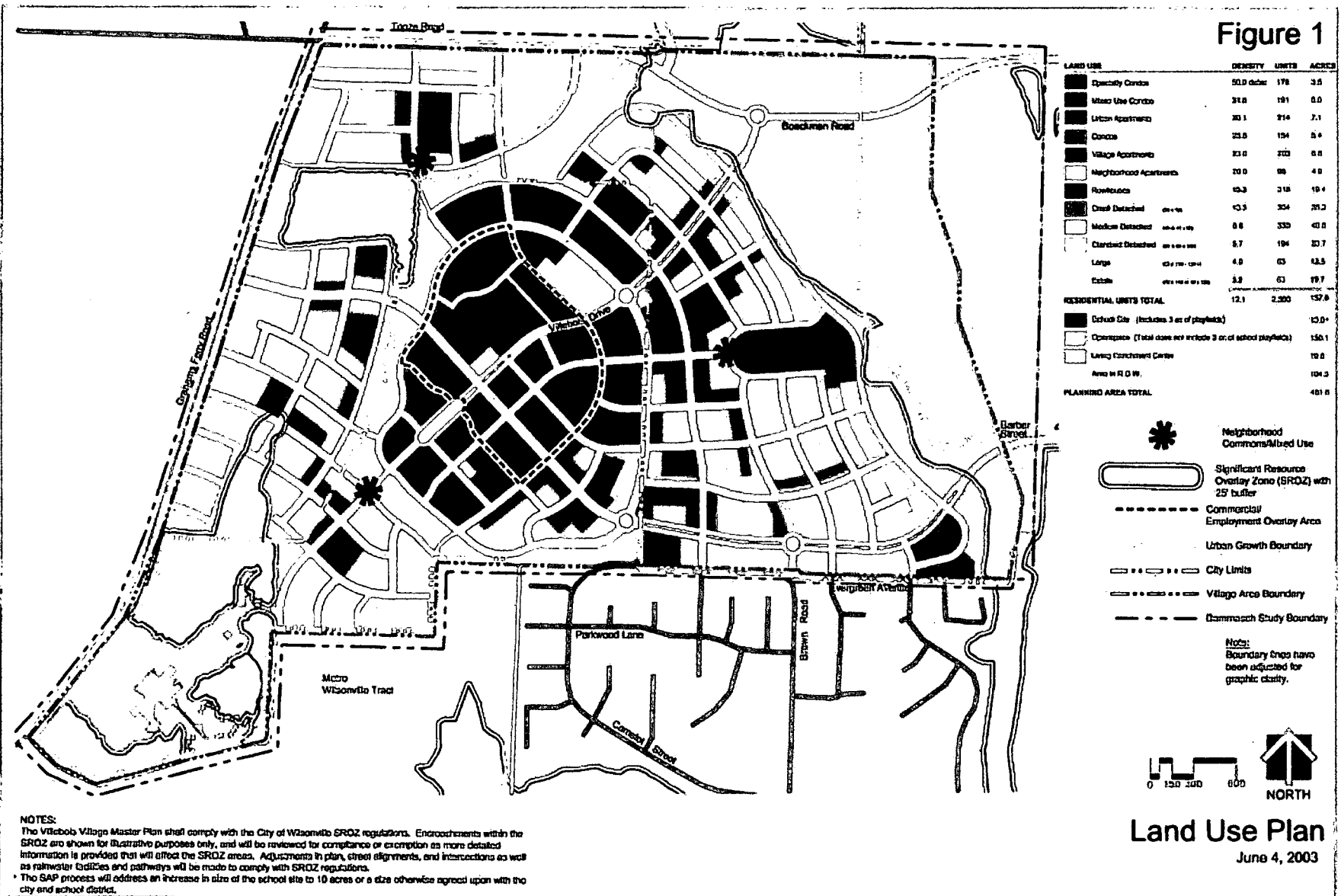
| <b>Name</b>  | <b>Address</b>   | <b>Description</b>                           | <b>Acres</b> |
|--|--|--|--------------|
| Sharon L. Lund & Jeffrey Lund<br><i>(on behalf of Edward. Bischoff)</i>  |  | Section 15 3S 1W<br>Tax Lots 1100 and 1101   | 9.81         |
| T. Dwight and Theodore E. Sims   | 522 SW 5 <sup>th</sup> Avenue<br>1110 Yeon Bldg<br>Portland OR 97204 | Section 10<br>Tax Lot 1490                   | 10.94        |
| James D. and Lisa L. Klienstuber   | 28333 SW Grahams Ferry Rd<br>Wilsonville OR 97070                    | Section 15 3S 1W Lot<br>1591                 | .33          |
| Metropolitan Service District  | 600 NE Grand Avenue<br>Portland OR 97232                             | Section 15 3S 1W Lot<br>200, 280, 290, 802   | 28.05        |
| Jay R. & Theresa C. Nims   | 11700 SW Tooze Rd<br>Wilsonville OR 97070                            | Section 15 3S 1W Lot<br>1203                 | 1.0          |
| Charles E. Taber and Carolyn J. Taber  | 11800 SW Tooze Road<br>Wilsonville OR 97070                          | Section 15 3S 1W Lot<br>1202                 | 1.0          |
| Valerie I. Kirkendall and Matthew R. Kirkendall  | 10951 SW Brown Road<br>Wilsonville OR 97070                          | Section 15 3S 1W Lot<br>501                  | 1.0          |
| State of Oregon<br>Dept of Admin Services  | 1225 Ferry Street SE<br>Salem OR 97310                               | Section 15 3S 1W Lot<br>2990, 2900           | 190.3        |
| Arthur C. Jr. and Dee W. Piculell  | 3236 SW Kelly Avenue<br>Portland OR 97239                            | Section 15 3S 1W Lots<br>400, 490, 500, 502  | 49.91        |
| Donald E. Bischof  | 16300 SW 192 <sup>nd</sup> Av<br>Sherwood OR 97140                   | Section 15 3S 1W Lot<br>100, 190             | 51.78        |
| Living Enrichment Center   |  | Section 15 3S 1W Lot<br>2800                 | 42.75        |
| Steven and Geraldine Rumpf,<br>Trustees  | 28100 SW Grahams Ferry<br>Road, Wilsonville OR 97070                 | Section 15 3S 1W Lots<br>1200, 1205          | 14.54        |
| Victor C. Chang<br>30% interest<br><br>Ju-Tsun Chang<br>30% interest<br><br>Allen Y. Chang and Roger Chang<br>20% interest<br><br>Fredic Tseng<br>20% interest | 3181 Wembley Park Road<br>Lake Oswego OR 97034                       | Section 15 3S 1W Lots<br>700, 800, 900, 1000 | 24.57        |
| Louis J. Fasano  |  | Section 15 3S1W Lots<br>300, 380, 390        | 43.57        |

The acreage shown is from County records. The Villebois Village Master Plan shows a total of 481.6 acres in the planning area.

# Property Owners Within Villebois



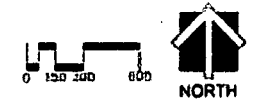
# Figure 1



| LAND USE   | DENSITY         | UNITS        | ACRES        |
|--|-----------------|--------------|--------------|
| Specialty Corridor   | 50.0 units/acre | 178          | 3.5          |
| Urban Corridor   | 31.0            | 191          | 6.0          |
| Urban Apartments   | 30.1            | 214          | 7.1          |
| Condos   | 23.5            | 194          | 8.4          |
| Village Apartments   | 23.0            | 202          | 8.8          |
| Neighborhood Apartments                                      | 20.0            | 98           | 4.9          |
| Rowhouses  | 15.3            | 218          | 14.4         |
| Small Detached   | 13.5            | 354          | 25.7         |
| Medium Detached  | 8.8             | 330          | 40.0         |
| Claremont Detached   | 8.7             | 194          | 22.7         |
| Large  | 4.8             | 63           | 13.5         |
| Estimate   | 5.8             | 63           | 10.7         |
| <b>RESIDENTIAL UNITS TOTAL</b>                               | <b>12.1</b>     | <b>2,300</b> | <b>157.8</b> |
| School Site (includes 3 ac of playfields)                    |                 |              | 13.0*        |
| OpenSpace (Total does not include 3 ac of school playfields) |                 |              | 150.1        |
| Legacy Neighborhood Center                                   |                 |              | 10.0         |
| Area in R.O.W.   |                 |              | 104.2        |
| <b>PLANNING AREA TOTAL</b>                                   |                 |              | <b>401.0</b> |

- Neighborhood Commons/Mixed Use
- Significant Resource Overlay Zone (SROZ) with 25' buffer
- Commercial/Employment Overlay Area
- Urban Growth Boundary
- City Limits
- Village Area Boundary
- Dammsash Study Boundary

*Note:*  
Boundary lines have been adjusted for graphic clarity.



## Land Use Plan

June 4, 2003

**NOTES:**  
The Vilasola Village Master Plan shall comply with the City of Wisconsin SROZ regulations. Encroachments within the SROZ are shown for illustrative purposes only, and will be reviewed for compliance or exemption as more detailed information is provided that will affect the SROZ areas. Adjustments in plan, street alignments, and intersections as well as rainwater facilities and pathways will be made to comply with SROZ regulations.  
\* The GAP process will address an increase in size of the school site to 10 acres or a size otherwise agreed upon with the city and school district.

## Excerpt from Wilsonville Comprehensive Plan, Public Facilities and Services

### Timing – Concurrency Issues

Wilsonville emphasizes the importance of providing the needed public facilities and services in advance of, or concurrently with, development. In fact, much of the text of the Comprehensive Plan deals with concurrency.

In the course of the most recent Comprehensive Plan revision process, the various provisions dealing with concurrency have been reorganized and listed below:

Policy 3.1.2 The City of Wilsonville shall provide, or coordinate the provision of, facilities and services concurrent with need (created by new development, redevelopment, or upgrades of aging infrastructure).

Implementation Measure 3.1.2.a Urban development will be allowed only in areas where necessary facilities and services can be provided.

Implementation Measure 3.1.2.b Development, including temporary occupancy, that threatens the public's health, safety, or general welfare due to a failure to provide adequate public facilities and services, will not be permitted. Development applications will be allowed to proceed on the following basis:

1. Planning approvals may be granted when evidence, including listing in the City's adopted Capital Improvement Program, supports the finding that facilities/services will be available within two years. Applicants may be encouraged or required to plan and complete development in phases, in order to assure that the rate of development does not exceed the capacity of needed facilities/services.
2. Building permits will be issued when planning approvals have been granted and funding is in place to assure completion of required facilities/services prior to occupancy. Applicants must sign a statement acknowledging that certificates of occupancy will not be given until adequate facilities/services, determined by the Building Official, after consulting with the City Engineer, are in place and operational. Parks, recreational facilities, streets and other transportation system improvements may be considered to be adequately in place and operational if they are listed in the City's adopted Capital Improvement Program, or other funding is committed for their completion within two years. In such cases, water, sewer, and storm drainage facilities must be available, to the satisfaction of the City Engineer, on at least a temporary basis, prior to occupancy.
3. Final certificates of occupancy will not be given until required facilities/services are in place and operational. Temporary certificates of occupancy may only be granted when the Building Official determines, after consulting with the City Engineer, that needed facilities/services will be in place and operational at the conclusion of the time period specified in the temporary certificate of occupancy. Nothing in this policy is intended to indicate that a temporary certificate of occupancy will be granted without assurance of full compliance with City requirements.

Implementation Measure 3.1.2.c Where a shortage of facilities/services exists or is anticipated in the near future, and other alternatives are not feasible to correct the deficiency, the City shall take steps to implement a moratorium on development activity or to manage growth through a public facilities strategy, as provided by statute. In the event that State laws provide other alternatives to address shortages of facilities/services, the City will consider those alternatives as well.

Implementation Measure 3.1.2.d As an alternative to denying a development application that otherwise meets all applicable standards and criteria, the City shall impose reasonable conditions of approval on that development, in terms of the provision of adequate services/facilities.

Implementation Measure 3.1.2.e When development is propose in areas of the City where full urban services/faculties are not yet available, development approval shall be conditioned on the provision of adequate facilities and services to serve the subject property. Where the development can reasonably proceed in phases prior to the availability of full urban services/facilities, such development may be permitted. However, the use of on-site sewage disposal and private water systems shall only be approved where permitted by City ordinance.

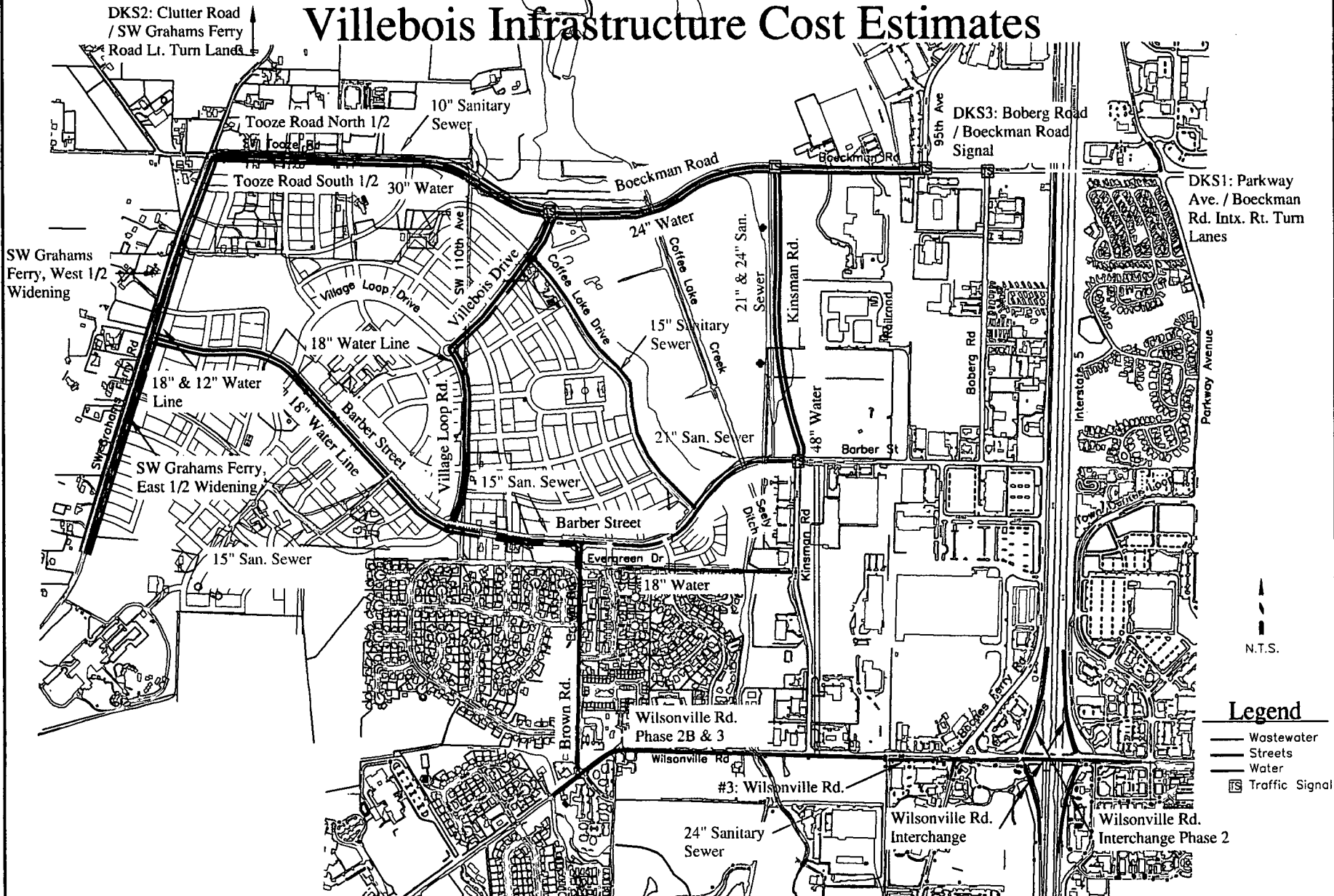
Implementation Measure 3.1.2.f Coordinate with the appropriate school district to provide for additional school sites substantially ahead of the anticipated need.

## Preliminary Villebois Infrastructure Finance Table (in 2002 Dollars)

| Description                               | Completi | Lead    |        | Cost          | Credits        | Total Costs  | Onsite       | Offsite      |              |             |
|---|----------|---------|--------|---------------|----------------|--------------|--------------|--------------|--------------|-------------|
|   | Target   | Private | Public | 2002 Dollars  | Oversize Reimb | Cost+Credits | Private      | SDC          | West Side UR | Grants      |
| <b>Boeckman Road</b>                      |          |         |        | 14,928,027    | 0              | 14,928,027   | 0            | 3,512,688    | 4,765,339    | 6,650,000   |
| 24" Water main                            | 2006     | X       |        | 914,480       |                | 914,480      |              | 512,688      | 401,792      |             |
| Boeckman Ext 95th to 110th Ave            | 2006     |         | X      | 14,013,547    |                | 14,013,547   |              | 3,000,000    | 4,363,547    | 6,650,000   |
| <b>Tooze Road</b>                         |          |         |        | 2,598,600     | 56,600         | 2,655,200    | 1,271,000    | 56,600       | 897,109      | 430,491     |
| Tooze Rd North 1/2 - 110th Ave to Grahams | 2010     |         | X      | 1,327,600     |                | 1,327,600    |              |              | 897,109      | 430,491     |
| Tooze Rd South 1/2 - 110th Ave to Grahams | 2010     |         | X      | 1,271,000     | 56,600         | 1,327,600    | 1,271,000    | 56,600       |              |             |
| <b>Barber Street</b>                      |          |         |        | 8,422,250     | 692,950        | 9,115,200    | 4,929,250    | 1,793,068    | 0            | 2,392,882   |
| 18" Water Kinsman to 110th Ave            | 2008     | X       |        | 857,900       | 99,600         | 957,500      | 857,900      | 99,600       |              |             |
| Barber Ext Kinsman to Coffee Lake Drive   | 2008     |         | X      | 3,493,000     |                | 3,493,000    |              | 1,100,118    |              | 2,392,882   |
| Barber Ext Coffee Lake Dv to 110th Ave    | 2008     | X       |        | 1,352,200     | 159,000        | 1,511,200    | 1,352,200    | 159,000      |              |             |
| 21"-15" Sewer Kinsman to 110th Ave        | 2005     | X       |        | 667,100       | 67,500         | 734,600      | 667,100      | 67,500       |              |             |
| Barber Ext 110th Ave to Grahams Fry       | 2008     | X       |        | 1,081,550     | 225,250        | 1,306,800    | 1,081,550    | 225,250      |              |             |
| 18" Water 110th Ave to Grahams Ferry      | 2008     | X       |        | 466,200       | 101,100        | 567,300      |              | 466,200      | 101,100      |             |
| 15" Sewer 110th Ave to 400' N of LEC      | 2005     | X       |        | 504,300       | 40,500         | 544,800      | 504,300      | 40,500       |              |             |
| <b>Graham's Ferry Road</b>                |          |         |        | 3,538,300     | 60,100         | 3,598,400    | 1,739,100    | 60,100       | 1,799,200    | 0           |
| Grahams Ferry W 1/2 adj to Villebois      | 2012     |         | X      | 1,799,200     |                | 1,799,200    |              |              | 1,799,200    |             |
| Grahams Ferry E 1/2 adj to Villebois      | 2012     |         | X      | 1,739,100     | 60,100         | 1,799,200    | 1,739,100    | 60,100       |              |             |
| <b>Loop Road</b>                          |          |         |        | 1,021,000     | 149,300        | 1,170,300    | 1,021,000    | 149,300      | 0            | 0           |
| 110th Barber to Villebois Drive           | market   | X       |        | 763,800       | 93,200         | 857,000      | 763,800      | 93,200       |              |             |
| 18" Water Barber to Tooze                 | driven   | X       |        | 257,200       | 56,100         | 313,300      | 257,200      | 56,100       |              |             |
| <b>Local/Private Projects</b>             |          |         |        | 64,858,400    | 3,270,500      | 67,252,900   | 61,840,193   | 3,800,500    | 1,612,207    | 0           |
| Onsite Streets/Grading                    |          | X       |        | 49,542,400    |                | 49,542,400   | 49,542,400   |              |              |             |
| Passive Open Space                        |          | X       |        | 784,100       |                | 784,100      | 784,100      |              |              |             |
| Perim sidewalks                           | market   | X       |        | 408,800       |                | 408,800      | 408,800      |              |              |             |
| 24" parallel san Sewer                    | 2011     |         | X      | 530,000       |                | 530,000      |              | 530,000      | 0            |             |
| Active Open Space                         | various  | X       |        | 4,476,000     | 2,600,000      | 6,200,000    | 1,987,793    | 2,600,000    | 1,612,207    |             |
| Coffee Lake Drive Street Improvements     | market   | X       |        |               | 60,500         | 60,500       |              | 60,500       |              |             |
| Coffee Lake Rd 12" Sewer (from AA)        | 2007     | X       |        | \$364,000     | 110,000        | 474,000      | 364,000      | 110,000      |              |             |
| LEC 12" Water oversize Barber to boundary | 2007     | X       | X      | \$36,000      |                | 36,000       |              |              |              |             |
| Villebois Storm                           |          | X       |        | 8,637,100     | 500,000        | 9,137,100    | 8,637,100    | 500,000      |              |             |
| Brown Road Evergreen to Barber            | market   | X       |        | 80,000        |                | 80,000       | 80,000       |              |              |             |
| <b>Kinsman Road</b>                       |          |         |        | 6,630,750     |                | 6,630,750    | 0            | 800,000      | 5,830,750    | 0           |
| Kinsman Rd Barber to Boeckman             | 2013     |         | X      | 4,281,750     |                | 4,281,750    |              |              | 4,281,750    |             |
| Kinsman 48" Water main                    | 2013     |         | X      | 2,349,000     |                | 2,349,000    |              | 800,000      | 1,549,000    |             |
| <b>Villebois Drive</b>                    |          |         |        | 966,200       | 80,050         | 1,046,250    | 966,200      | 80,050       | 0            | 0           |
| Storm 110th to Tooze                      | market   | X       |        | 240,250       |                | 240,250      | 240,250      |              |              |             |
| Villebois Drive 110th to Tooze            | driven   | X       |        | 725,950       | 80,050         | 806,000      | 725,950      | 80,050       |              |             |
| <b>Misc Infrastructure</b>                |          |         |        | 6,710,700     | 0              | 6,710,700    | 0            | 1,600,000    | 5,110,700    | 0           |
| Wilsonville Rd Interchange Ph 2           | 2006     |         | X      | 1,600,000     |                | 1,600,000    |              | 1,600,000    |              |             |
| Sprinklers                                | various  |         | X      | 2,500,000     |                | 2,500,000    |              |              | 2,500,000    |             |
| Brown Rd Wilsonville to Barber            | 2012     |         | X      | 2,610,700     |                | 2,610,700    |              |              | 2,610,700    |             |
| <b>Projects Total</b>                     |          |         |        | \$109,674,227 | \$4,309,500    | 113,983,727  | \$71,766,743 | \$11,852,306 | 20,015,305   | \$9,473,373 |

Attachment E-2

# Villebois Infrastructure Cost Estimates



N.T.S.

- Legend**
- Wastewater
  - Streets
  - Water
  - ⊠ Traffic Signal

DATE PLOTTED: Mar 11, 2004 - 2:35pm M&S DRAWING FILE: D:\14140\_Villebois\IM and S Drawings\overall\attach\_020904.dwg

**Mackay & Sposito, Inc.**

ENGINEERS SURVEYORS PLANNERS

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 (360) 693-3411 (360) 289-6726 (888) 693-3411 FAX (360) 693-0833

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Date Rev. MARCH 2004

Scale N.T.S.

Designed By AFY-PEC

Drawn By AFY-PEC

Checked By PEC

OFF-SITE INFRASTRUCTURE  
**VILLEBOIS URBAN VILLAGE**  
 INFRASTRUCTURE COST ESTIMATES

WILSONVILLE

Job Number  
**13,490**

Sheet  
**1 of 1**

OREGON

Attachment F

Preliminary Villebois Related Infrastructure Table (in 2002 Dollars)

| Description                              | Lead    |        | Cost        | Credits            | Total Costs  | Onsite     | Offsite       |              |            |              |              |               |
|--|---------|--------|-------------|--------------------|--------------|------------|---------------|--------------|------------|--------------|--------------|---------------|
|  | Private | Public | 2002        | Oversize Reimburse | Cost+Credits | Private    | Villebois SDC | West Side UR | Grants     | Utility Fees | Year 2000 UR | City-Wide SDC |
| <b>Villebois Projects</b>                |         |        | 109,774,227 | 4,309,500          | 113,983,727  | 71,766,743 | 11,852,306    | 20,015,305   | 9,473,373  | 0            | 0            | 0             |
| <b>Additional Projects</b>               |         |        | 30,800,200  |                    | 30,800,200   | 0          | 0             | 0            | 15,172,400 | 2,150,900    | 11,239,400   | 2,237,500     |
| Wilsonville Rd Interchange               | X       |        | 17,563,200  |                    | 17,563,200   |            |               |              | 14,500,000 |              | 3,063,200    |               |
| #3 Wilsonville Rd from RR to BFR         | X       |        | 1,176,200   |                    | 1,176,200    |            |               |              |            |              | 1,176,200    |               |
| Wilsonville Rd Phase 2B & 3              | X       |        | 7,000,000   |                    | 7,000,000    |            |               |              |            |              | 7,000,000    |               |
| 30" Water line In Tooze (from X)         | X       |        | 821,100     |                    | 821,100      |            |               | 672,400      |            | 148,700      |              |               |
| 10" Sewer Boeckman to Grahams Fry        | X       |        | 701,000     |                    | 701,000      |            |               |              |            | 701,000      |              |               |
| 18" + 12" Water in Grahams Fry           | X       |        | 535,000     |                    | 535,000      |            |               |              |            | 535,000      |              |               |
| 21"+24" Kinsman san Sewer                | X       |        | 766,200     |                    | 766,200      |            |               |              |            | 766,200      |              |               |
| DKS1--add rt turn lanes Parkway/Boeckman | X       |        | 796,100     |                    | 796,100      |            |               |              |            |              |              | 796,100       |
| DKS2--Add lt lanes Clutter/GFR           | X       |        | 1,104,200   |                    | 1,104,200    |            |               |              |            |              |              | 1,104,200     |
| DKS3--Traffic signal at Boberg/Boeckman  | X       |        | 337,200     |                    | 337,200      |            |               |              |            |              |              | 337,200       |
|  |         |        |             |                    | 0            |            |               |              |            |              |              |               |
| <b>Projects Total</b>                    |         |        | 140,574,427 | 4,309,500          | 144,783,927  | 71,766,743 | 11,852,306    | 20,015,305   | 24,645,773 | 2,150,900    | 11,239,400   | 2,237,500     |



## Estimated Villebois Fees Collected at Time of Permit (1)

### Table A: Summary by SDC Categories

|               | Villebois                      |                              | Citywide Wilsonville       |                          |
|---------------|--------------------------------|------------------------------|----------------------------|--------------------------|
|               | Single Family                  | Multi-Family                 | Single Family              | Multi-Family             |
| Sewer         | \$1,578                        | \$1,198                      | \$1,578                    | \$1,198                  |
| Water/D/I (2) | \$3,991                        | \$2,656                      | \$3,991                    | \$2,656                  |
| Parks         | \$2,248                        | \$1,708                      | \$2,248                    | \$1,708                  |
| Street        | \$2,827                        | \$1,935                      | \$2,827                    | \$1,935                  |
| I-5 (3)       | \$900 - \$3000                 | \$600 - \$2,000              | \$900 - \$3000             | \$600 - \$2,000          |
| Storm         | \$442                          | \$111                        | \$442                      | \$111                    |
| SDC Surcharge | (4)                            | (4)                          |                            |                          |
| <b>Total</b>  | <b>(4) \$11,986 - \$14,086</b> | <b>(4) \$8,208 - \$9,608</b> | <b>\$11,986 - \$14,086</b> | <b>\$8,208 - \$9,608</b> |

(1) Fee estimates based on July 1, 2003 rates

(2) Multi-Family water SDC estimate based upon 12 apartments per building

(3) Initial units would be at the higher rate. After the Boeckman Extension is funded a higher percent of traffic will use Boeckman with a concurrent reduction in percent of trips through the WV Rd/-5 IC area and the rate reduces to \$900 for single family and \$600 per multifamily. The City anticipates a refund of the difference between the high and low rates for those that pay before the Boeckman Extension is funded.

(4) An additional fee will be assessed on properties outside the LID. The fee amount will be based upon LID interest and issuance costs and determined upon issuance of the LID.

### Table B: Summary of Total SDC's Collected at Villebois (1)

|  | Single Family     | Multi-Family      | Total        |
|--|-------------------|-------------------|--------------|
| Total units                            | 1714              | 913               | 2627         |
| SDC/Unit Range                         | \$11,986 - 14,086 | \$8,208 - \$9,608 |              |
| Total SDC Collected (low end of range) | \$20,544,004      | \$7,493,904       | \$28,037,908 |

(1) Unit costs and unit breakdowns are for planning purposes only and are not final

### Table C: Additional Villebois Fees

| Fee for Properties within Villebois Plan Area            |               |                           |                    |
|--|---------------|---------------------------|--------------------|
|  | Single Family | Multi-Family              | Estimate Total (1) |
| <b>Master Planning Reimbursement Fee</b>                 |               |                           |                    |
| Properties within LID                                    |               |                           |                    |
| Villebois LLC  | \$210         | \$140                     | \$279,860          |
| Other  | \$900         | \$600                     | \$445,500          |
| Properties outside LID                                   | \$1,200       | \$800                     | \$594,000          |
| <b>Total</b>   |               |                           | <b>\$1,039,500</b> |
| <b>Architectural and Rainwater Review Fee (per unit)</b> |               |                           |                    |
|  | \$200         | Based upon building value |                    |

(1) Assumes 1371 single family homes (1028 Villebois LLC) and 685 multi-family units (457 Villebois LLC) within the LID and 343 single-family and 228 multi-family units outside the LID

## SDC Estimates (2003 Dollars)

| PHASE I                    |             | SEWER            | WATER              | PARKS              | STREET             | I-5                | STORM            | TOTAL               |
|----------------------------|-------------|------------------|--------------------|--------------------|--------------------|--------------------|------------------|---------------------|
| Single                     |             | \$458            | \$1,116            | \$2,248            | \$2,827            | \$840              | \$442            |                     |
| 139                        | 139         | \$63,609         | \$155,057          | \$312,472          | \$392,953          | \$116,760          | \$61,438         | \$1,102,289         |
| Apartment/24               | 24          | \$347            | \$8,922            | \$1,709            | \$1,972            | \$586              | \$111            |                     |
| 2                          |             | \$8,338          | \$26,767           | \$41,016           | \$47,328           | \$14,063           | \$2,652          | \$140,164           |
| Townhomes/52               | 52          | \$347            | \$1,117            | \$3,658            | \$1,972            | \$586              | \$111            |                     |
| 6                          |             | \$18,066         | \$58,109           | \$190,216          | \$102,544          | \$30,469           | \$5,746          | \$405,150           |
| <b>Total</b>               |             | <b>\$90,013</b>  | <b>\$239,934</b>   | <b>\$543,704</b>   | <b>\$542,825</b>   | <b>\$161,292</b>   | <b>\$69,836</b>  | <b>\$1,647,604</b>  |
| PHASE II                   |             | SEWER            | WATER              | PARKS              | STREET             | I-5                | STORM            | TOTAL               |
| Single                     |             | \$458            | \$1,116            | \$2,248            | \$2,827            | \$840              | \$442            |                     |
| 154                        | 154         | \$70,473         | \$171,790          | \$346,192          | \$435,358          | \$129,360          | \$68,068         | \$1,221,242         |
| Apartment/12               | 12          | \$347            | \$8,922            | \$1,709            | \$1,972            | \$586              | \$111            |                     |
| 1                          |             | \$4,169          | \$17,845           | \$20,508           | \$23,664           | \$7,031            | \$1,326          | \$74,543            |
| Townhomes/21               | 21          | \$347            | \$1,117            | \$3,658            | \$1,972            | \$586              | \$111            |                     |
| 2                          |             | \$7,296          | \$23,467           | \$76,818           | \$41,412           | \$12,305           | \$2,321          | \$163,618           |
| <b>Total</b>               |             | <b>\$81,938</b>  | <b>\$213,102</b>   | <b>\$443,518</b>   | <b>\$500,434</b>   | <b>\$148,696</b>   | <b>\$71,715</b>  | <b>\$1,459,403</b>  |
| PHASE III                  |             | SEWER            | WATER              | PARKS              | STREET             | I-5                | STORM            | TOTAL               |
| Single                     |             | \$458            | \$1,116            | \$2,248            | \$2,827            | \$840              | \$442            |                     |
| 139                        | 139         | \$63,609         | \$155,057          | \$312,472          | \$392,953          | \$116,760          | \$61,438         | \$1,102,289         |
| Apartment/202              | 202         | \$347            | \$8,922            | \$1,709            | \$1,972            | \$586              | \$111            |                     |
| 17                         |             | \$70,179         | \$160,605          | \$345,218          | \$398,344          | \$118,362          | \$22,321         | \$1,115,028         |
| Townhomes/61               | 61          | \$347            | \$1,117            | \$3,658            | \$1,972            | \$586              | \$111            |                     |
| 5                          |             | \$21,193         | \$68,166           | \$223,138          | \$120,292          | \$35,743           | \$6,741          | \$475,272           |
| <b>Total</b>               |             | <b>\$154,981</b> | <b>\$383,828</b>   | <b>\$880,828</b>   | <b>\$911,589</b>   | <b>\$270,865</b>   | <b>\$90,500</b>  | <b>\$2,692,590</b>  |
| PHASE IV                   |             | SEWER            | WATER              | PARKS              | STREET             | I-5                | STORM            | TOTAL               |
| Single                     |             | \$458            | \$1,116            | \$2,248            | \$2,827            | \$840              | \$442            |                     |
| 120                        | 120         | \$54,914         | \$133,862          | \$269,760          | \$339,240          | \$100,800          | \$53,040         | \$951,617           |
| Apartment/205              | 205         | \$347            | \$8,922            | \$1,709            | \$1,972            | \$586              | \$111            |                     |
| 17                         |             | \$71,221         | \$160,605          | \$350,345          | \$404,260          | \$120,120          | \$22,653         | \$1,129,203         |
| Townhomes/127              | 127         | \$347            | \$1,117            | \$3,658            | \$1,972            | \$586              | \$111            |                     |
| 11                         |             | \$44,122         | \$141,920          | \$464,566          | \$250,444          | \$74,416           | \$14,034         | \$989,501           |
| <b>Total</b>               |             | <b>\$170,258</b> | <b>\$436,387</b>   | <b>\$1,084,671</b> | <b>\$993,944</b>   | <b>\$295,335</b>   | <b>\$89,726</b>  | <b>\$3,070,321</b>  |
| PHASE V                    |             | SEWER            | WATER              | PARKS              | STREET             | I-5                | STORM            | TOTAL               |
| Single                     |             | \$458            | \$1,116            | \$2,248            | \$2,827            | \$840              | \$442            |                     |
| 91                         | 91          | \$41,643         | \$101,512          | \$204,568          | \$257,257          | \$76,440           | \$40,222         | \$721,643           |
| Apartment/205              | 205         | \$347            | \$8,922            | \$1,709            | \$1,972            | \$586              | \$111            |                     |
| 17                         |             | \$71,221         | \$160,605          | \$350,345          | \$404,260          | \$120,120          | \$22,653         | \$1,129,203         |
| Townhomes/145              | 145         | \$347            | \$1,117            | \$3,658            | \$1,972            | \$586              | \$111            |                     |
| 12                         |             | \$50,376         | \$162,035          | \$530,410          | \$285,940          | \$84,963           | \$16,023         | \$1,129,746         |
| <b>Total</b>               |             | <b>\$163,240</b> | <b>\$424,152</b>   | <b>\$1,085,323</b> | <b>\$947,457</b>   | <b>\$281,522</b>   | <b>\$78,897</b>  | <b>\$2,980,591</b>  |
| PHASE VI                   |             | SEWER            | WATER              | PARKS              | STREET             | I-5                | STORM            | TOTAL               |
| Single                     |             | \$458            | \$1,116            | \$2,248            | \$2,827            | \$840              | \$442            |                     |
| 102                        | 102         | \$46,677         | \$113,783          | \$229,296          | \$288,354          | \$85,680           | \$45,084         | \$808,874           |
| Apartment/125              | 125         | \$347            | \$8,922            | \$1,709            | \$1,972            | \$586              | \$111            |                     |
| 11                         |             | \$43,428         | \$107,070          | \$213,625          | \$246,500          | \$73,244           | \$13,813         | \$697,678           |
| Townhomes/53               | 53          | \$347            | \$1,117            | \$3,658            | \$1,972            | \$586              | \$111            |                     |
| 5                          |             | \$18,413         | \$59,226           | \$193,874          | \$104,516          | \$31,055           | \$5,857          | \$412,942           |
| <b>Total</b>               |             | <b>\$108,518</b> | <b>\$280,079</b>   | <b>\$636,795</b>   | <b>\$639,370</b>   | <b>\$189,979</b>   | <b>\$64,753</b>  | <b>\$1,919,494</b>  |
| PHASE VII                  |             | SEWER            | WATER              | PARKS              | STREET             | I-5                | STORM            | TOTAL               |
| Single                     |             | \$458            | \$1,116            | \$2,248            | \$2,827            | \$840              | \$442            |                     |
| 70                         | 70          | \$32,033         | \$78,086           | \$157,360          | \$197,890          | \$58,800           | \$30,940         | \$555,110           |
| Apartment/54               | 54          | \$347            | \$8,922            | \$1,709            | \$1,972            | \$586              | \$111            |                     |
| 5                          |             | \$18,761         | \$53,535           | \$92,286           | \$106,488          | \$31,641           | \$5,967          | \$308,678           |
| Townhomes/106              | 106         | \$347            | \$1,117            | \$3,658            | \$1,972            | \$586              | \$111            |                     |
| 4                          |             | \$36,827         | \$118,453          | \$387,748          | \$209,032          | \$62,111           | \$11,713         | \$825,883           |
| <b>Total</b>               |             | <b>\$87,621</b>  | <b>\$250,074</b>   | <b>\$637,394</b>   | <b>\$513,410</b>   | <b>\$152,552</b>   | <b>\$48,620</b>  | <b>\$1,689,671</b>  |
| PHASE VIII                 |             | SEWER            | WATER              | PARKS              | STREET             | I-5                | STORM            | TOTAL               |
| Single                     |             | \$458            | \$1,116            | \$2,248            | \$2,827            | \$840              | \$442            |                     |
| 122                        | 122         | \$55,830         | \$136,093          | \$274,256          | \$344,894          | \$102,480          | \$53,924         | \$967,477           |
| Apartment/0                | 0           | \$347            | \$8,922            | \$1,709            | \$1,972            | \$586              | \$111            |                     |
| 0                          |             | \$0              | \$8,922            | \$0                | \$0                | \$0                | \$0              | \$8,922             |
| Townhomes/0                | 0           | \$347            | \$1,117            | \$3,658            | \$1,972            | \$586              | \$111            |                     |
| 0                          |             | \$0              | \$0                | \$0                | \$0                | \$0                | \$0              | \$0                 |
| <b>Total</b>               | <b>2329</b> | <b>\$55,830</b>  | <b>\$145,016</b>   | <b>\$274,256</b>   | <b>\$344,894</b>   | <b>\$102,480</b>   | <b>\$53,924</b>  | <b>\$976,400</b>    |
| <b>Total of all Phases</b> |             | <b>\$912,399</b> | <b>\$2,372,572</b> | <b>\$5,586,489</b> | <b>\$5,393,923</b> | <b>\$1,602,722</b> | <b>\$567,970</b> | <b>\$16,436,075</b> |

## notes

For illustration purposes only, SDCs per unit will vary.  
 Sewer reduced by 71% to reflect plant improvements.  
 Water reduced by 72% to reflect plant improvements.

**Villebois Parks & Recreation SDC Estimates (single-family)**

9/15/2003

|                                 | 1994 Total<br>Parks SDC | July 2003<br>Parks<br>SDC | Eligible<br>Villebois Costs<br>(1) |
|---------------------------------|-------------------------|---------------------------|------------------------------------|
| <b>Improvement</b>              |                         |                           |                                    |
| Neighborhood Parks              | \$30.06                 | \$34                      | \$34                               |
| Community Parks (2)             | \$578.67                | \$660                     |                                    |
| Regional Parks                  | \$707.72                | \$807                     | \$1,168                            |
| Multi-purpose Center-Minor      | \$128.27                | \$146                     |                                    |
| Multi-purpose Center-Major      | \$0.00                  | \$0                       |                                    |
| Limited purpose Center-Aquatics | \$366.76                | \$418                     |                                    |
| Recreation Trails-Minor         | \$17.96                 | \$20                      | \$20                               |
| Recreation Trails-Major         | \$41.57                 | \$161                     | \$161                              |
| <b>Net improvement SDC</b>      | <b>\$1,971.00</b>       | <b>\$2,248</b>            | <b>\$1,383</b>                     |

| Type of Lot         | Unit cost | Units | EDU  |
|---------------------|-----------|-------|------|
| Estate              | \$370,000 | 63    | 63   |
| large               | \$309,500 | 65    | 65   |
| Standard            | \$272,000 | 190   | 190  |
| Medium              | \$226,500 | 347   | 347  |
| Small               | \$211,000 | 364   | 364  |
| Town Homes          | \$191,500 | 316   | 240  |
| Condos              | \$171,500 | 154   | 117  |
| Specialty condos    | \$145,000 | 178   | 135  |
| Condos & Commercial | \$133,000 | 191   | 145  |
| Neighborhood apts   | \$90,000  | 98    | 74   |
| Village apts        | \$90,000  | 203   | 154  |
| Urban               | \$90,000  | 214   | 163  |
|                     |           | 2383  | 2057 |

(1) Eligible for Parks SDC credit at Villebois

(2) May be eligible for credits or partial credits pending justification from the developer and recognition of Villebois community parks in the City's Parks Masterplan

## Preliminary Villebois Revenue Cash Flow (Year of Expenditure Dollars)

| Available                      | 2004                | 2005               | 2006               | 2007               | 2008                | 2009               | 2010                | 2011               |                     |
|--------------------------------|---------------------|--------------------|--------------------|--------------------|---------------------|--------------------|---------------------|--------------------|---------------------|
| Water SDCs                     | \$249,295           | \$230,458          | \$428,693          | \$507,284          | \$512,620           | \$352,117          | \$327,948           | \$198,564          |                     |
| Sewer SDCs                     | \$93,614            | \$88,625           | \$174,332          | \$199,178          | \$198,607           | \$137,310          | \$115,303           | \$76,407           |                     |
| Storm SDCs                     | \$72,629            | \$77,566           | \$101,800          | \$104,967          | \$95,990            | \$81,933           | \$63,981            | \$73,799           |                     |
| Park SDCs                      | \$565,452           | \$479,709          | \$990,812          | \$1,268,912        | \$1,320,461         | \$805,749          | \$838,767           | \$375,338          |                     |
| Road SDCs                      | \$564,538           | \$541,269          | \$1,025,414        | \$1,162,774        | \$1,152,726         | \$809,007          | \$675,613           | \$472,011          |                     |
| I-5 SDCs                       | \$137,790           | \$132,110          | \$250,278          | \$283,804          | \$281,352           | \$197,458          | \$164,900           | \$115,206          |                     |
| Villebois DC                   | \$0                 | \$0                | \$0                | \$0                | \$0                 | \$0                | \$0                 | \$0                |                     |
| LID--Bond                      | \$1,600,000         | \$0                | \$0                | \$0                | \$0                 | \$0                | \$0                 | \$0                |                     |
| Utility Fees                   | \$0                 | \$0                | \$0                | \$214,406          | \$746,505           | \$600,894          | \$785,769           | \$0                |                     |
| Grants                         | \$1,259,938         | \$4,000,000        | \$1,390,062        | \$1,383,306        | \$1,589,121         | \$277,076          | \$15,472,924        | \$0                |                     |
| Year 2000 Urban Renewal--Bonds | \$7,571,200         | \$668,302          | \$1,131,698        | \$0                | \$0                 | \$1,155,598        | \$8,334,629         | \$0                |                     |
| Westside Urban Renewal--Bonds  | \$0                 | \$0                | \$0                | \$4,069,381        | \$6,164,264         | \$4,543,890        | \$4,004,981         | \$3,054,253        |                     |
| City Wide SDCs                 | \$0                 | \$385,067          | \$530,855          | \$0                | \$0                 | \$853,553          | \$1,084,960         | \$0                |                     |
| <b>Total Revenue</b>           | <b>\$12,114,456</b> | <b>\$6,603,106</b> | <b>\$6,023,943</b> | <b>\$9,194,011</b> | <b>\$12,061,647</b> | <b>\$9,814,585</b> | <b>\$31,869,775</b> | <b>\$4,365,578</b> |                     |
| <b>Used</b>                    |                     |                    |                    |                    |                     |                    |                     |                    | <b>Total</b>        |
| Water SDCs                     | \$606,695           | \$761,284          | \$791,735          | \$524,499          | \$228,444           | (\$699,809)        | \$42,142            | \$55,828           | \$2,310,818         |
| Sewer SDCs                     | \$0                 | \$121,485          | \$0                | \$133,832          | \$0                 | \$0                | \$362,671           | \$377,178          | \$995,166           |
| Storm SDCs                     | \$0                 | \$0                | \$58,493           | \$121,665          | \$126,532           | \$131,593          | \$136,857           | \$71,166           | \$646,306           |
| Park SDCs                      | \$0                 | \$0                | \$760,408          | \$790,539          | \$822,710           | \$855,356          | \$0                 | \$0                | \$3,229,012         |
| Road SDCs                      | \$0                 | \$0                | \$500,000          | \$1,834,393        | \$1,286,199         | \$500,000          | \$577,461           | \$500,000          | \$5,198,052         |
| I-5 SDCs                       | \$200,000           | \$200,000          | \$200,000          | \$200,000          | \$200,000           | \$200,000          | \$200,000           | \$200,000          | \$1,600,000         |
| Villebois DC                   | \$0                 | \$0                | \$0                | \$0                | \$0                 | \$0                | \$0                 | \$0                | \$0                 |
| LID                            | \$0                 | \$600,000          | \$1,000,000        | \$0                | \$0                 | \$0                | \$0                 | \$0                | \$1,600,000         |
| Utility Fees                   | \$0                 | \$0                | \$0                | \$214,406          | \$746,505           | \$600,894          | \$785,769           | \$0                | \$2,347,574         |
| Grants                         | \$1,259,938         | \$4,000,000        | \$1,390,062        | \$1,383,306        | \$1,589,121         | \$277,076          | \$15,472,924        | \$0                | \$25,372,427        |
| Year 2000 Urban Renewal        | \$7,571,200         | \$664,995          | \$932,166          | \$0                | \$0                 | \$1,155,599        | \$8,334,629         | \$0                | \$18,658,589        |
| Westside Urban Renewal         | \$0                 | \$0                | \$0                | \$1,000,000        | \$4,500,000         | \$4,742,702        | \$4,335,645         | \$3,295,272        | \$17,873,619        |
| City Wide SDCs                 | \$0                 | \$385,067          | \$530,855          | \$0                | \$0                 | \$853,553          | \$1,084,960         | \$0                | \$2,854,435         |
| Loan                           | \$3,287,178         | \$2,502,564        | \$3,375,483        | \$19,914           | (\$2,978,892)       | (\$3,257,625)      | (\$1,691,043)       | (\$1,257,579)      | (\$0)               |
| <b>Total Revenue</b>           | <b>\$12,925,010</b> | <b>\$9,235,395</b> | <b>\$9,539,202</b> | <b>\$6,222,553</b> | <b>\$6,520,619</b>  | <b>\$5,359,338</b> | <b>\$29,642,016</b> | <b>\$3,241,864</b> | <b>\$82,685,998</b> |
| <b>Cumulative Net</b>          |                     |                    |                    |                    |                     |                    |                     |                    |                     |
| Water SDCs                     | (\$357,399)         | (\$888,225)        | (\$1,251,266)      | (\$1,268,482)      | (\$984,306)         | \$67,620           | \$353,426           | \$496,162          |                     |
| Sewer SDCs                     | \$93,614            | \$60,753           | \$235,085          | \$300,431          | \$499,038           | \$636,348          | \$388,979           | \$88,209           |                     |
| Storm SDCs                     | \$72,629            | \$150,196          | \$193,503          | \$176,804          | \$146,262           | \$96,602           | \$23,726            | \$26,359           |                     |
| Park SDCs                      | \$565,452           | \$1,045,161        | \$1,275,565        | \$1,753,937        | \$2,251,689         | \$2,202,082        | \$3,040,849         | \$3,416,188        |                     |
| Road SDCs                      | \$564,538           | \$1,105,807        | \$1,631,221        | \$959,602          | \$826,130           | \$1,135,137        | \$1,233,288         | \$1,205,300        |                     |
| I-5 SDCs                       | (\$62,210)          | (\$130,100)        | (\$79,822)         | \$3,982            | \$85,333            | \$82,792           | \$47,692            | (\$37,102)         |                     |
| Villebois DC                   | \$0                 | \$0                | \$0                | \$0                | \$0                 | \$0                | \$0                 | \$0                |                     |
| LID                            | \$1,600,000         | \$1,000,000        | \$0                | \$0                | \$0                 | \$0                | \$0                 | \$0                |                     |
| Utility Fees                   | \$0                 | \$0                | \$0                | \$0                | \$0                 | \$0                | \$0                 | \$0                |                     |
| Grants                         | \$0                 | \$0                | \$0                | \$0                | \$0                 | \$0                | \$0                 | \$0                |                     |
| Year 2000 Urban Renewal        | \$0                 | \$3,307            | \$202,838          | \$202,838          | \$202,838           | \$202,838          | \$202,838           | \$202,838          |                     |
| Westside Urban Renewal         | \$0                 | \$0                | \$0                | \$3,069,381        | \$4,733,645         | \$4,534,833        | \$4,204,169         | \$3,963,150        |                     |
| City Wide SDCs                 | \$0                 | \$0                | \$0                | \$0                | \$0                 | \$0                | \$0                 | \$0                |                     |
| Loan                           | \$3,287,178         | \$5,789,742        | \$9,165,225        | \$9,185,139        | \$6,206,247         | \$2,948,622        | \$1,257,579         | (\$0)              |                     |

## Analysis:

This table reflects assumptions regarding revenue availability and use. The cumulative net shows revenue cash flow. Since water SDCs shown are net of reserves accumulating to fund future plant improvements, those same reserves are available to fund periodic cash flow shortages.

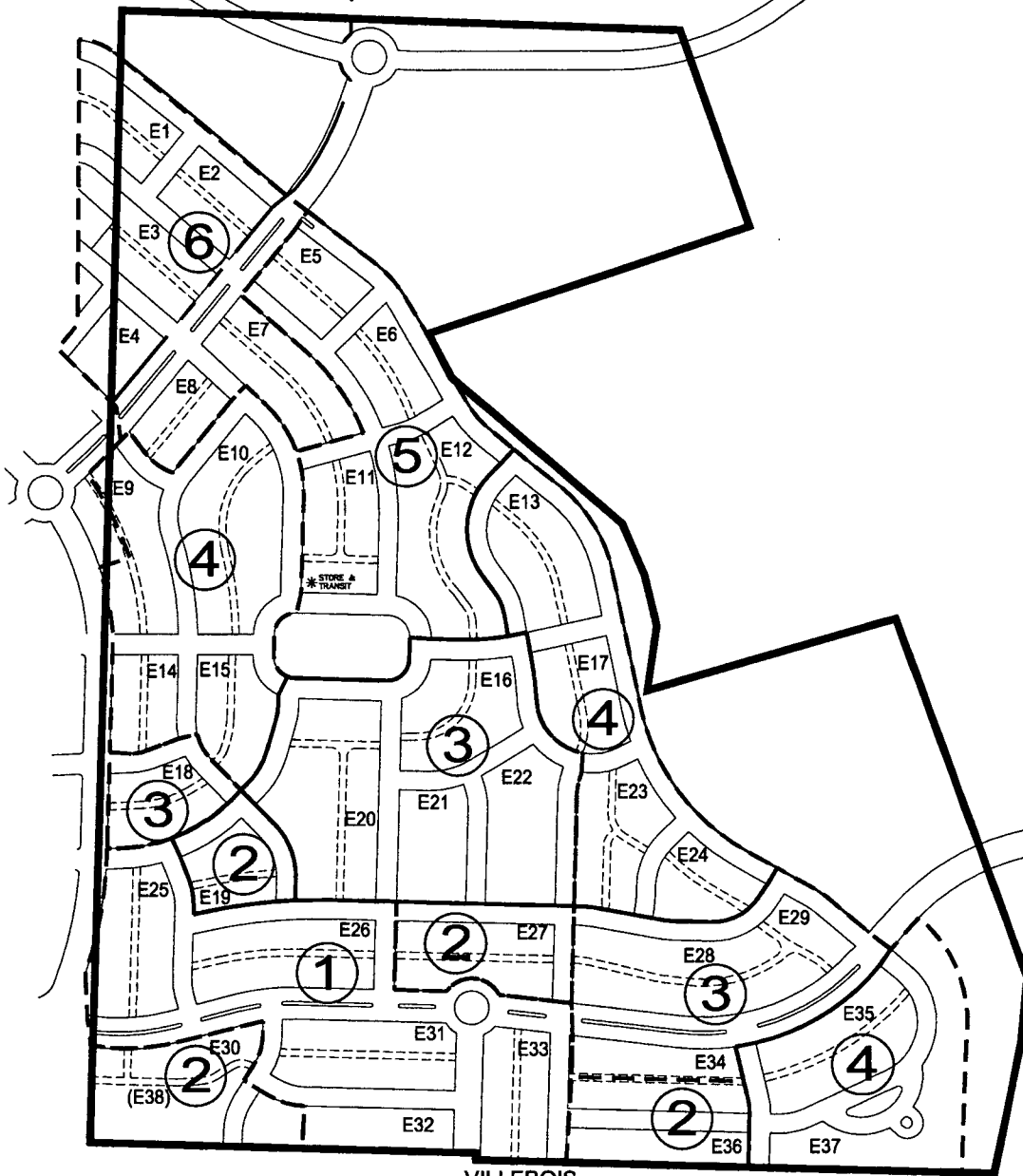
Attachment K  
Preliminary Draft Villebois Automobile Trip Requirement Summary

| Property  | Approximate Acreage | Dwelling Units | P.M. Peak Hour Trips<br>Using Wilsonville Road at I-5 |
|---|---------------------|----------------|---|
| Costa (former state hospital land)                    | 198                 | 1,815          | 393   |
| Eastside (Proposed Matrix Development land)           | 130                 | 605            | 131   |
| Living Enrichment Center                              | 43                  | NA             | NA  |
| Metro and other lands in wetlands                     | 55                  | NA             | NA  |
| Other (smaller parcels primarily in the North)        | <u>55.6</u>         | <u>209</u>     | <u>45</u>   |
| Planning Area Total per Villebois Village Master Plan | 481.6               | 2,629          | 569   |

All numbers are approximate for use in relative comparisons.  
Specific development plans for the Living Enrichment Center have not been prepared, thus their trip requirements can not be calculated at this time.

EXHIBIT D

Development Phasing



VILLEBOIS  
 NEIGHBORHOOD  
 UNIT DISTRIBUTION  
 6/3/04

**DEVELOPER  
 EXHIBIT D-1**



DRAWN BY: PRE DATE: 6/03/04  
 REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PROJECT NO.: 108-046  
 SCALE: 1"=500'



**ALPHA ENGINEERING INC.**  
 PLANNING & DEVELOPMENT SERVICES & SURVEYING

OFFICE 503-452-8003 & FAX 503-452-8043  
 PLAZA WEST & SUITE 230 & 9800 SW OAK & PORTLAND, OR 97223

**VILLEBOIS**  
NEIGHBORHOOD  
UNIT DISTRIBUTION AND LOT SIZE CHART  
05/28/04

| PHASE          | LOT # | Specialty |             | Condos | Village Apts. | Neigh. Apts. | Row House | Small Attached | Small Detached | Medium | Standard | Large | Estates | TOTAL |
|----------------|-------|-----------|-------------|--------|---------------|--------------|-----------|----------------|----------------|--------|----------|-------|---------|-------|
|                |       | Condos    | Urban Apts. |        |               |              |           |                |                |        |          |       |         |       |
| 1              | E32A  |           |             |        |               |              |           |                |                |        |          | 2     |         | 2     |
| 1              | E33   |           |             |        |               |              |           |                |                | 14     |          |       |         | 14    |
| 1              | E25   |           |             |        |               |              |           | 25             |                |        |          |       |         | 25    |
| 1              | E31   |           |             |        |               |              |           | 15             |                | 12     |          |       |         | 27    |
| 1              | E26   |           |             |        |               |              |           | 25             | 6              |        |          |       |         | 31    |
| <b>1 Total</b> |       | 0         | 0           | 0      | 0             | 0            | 0         | 65             | 6              | 26     | 0        | 2     | 0       | 99    |
| 2              | E38   |           |             |        |               |              |           |                |                |        |          | 6     |         | 6     |
| 2              | E32B  |           |             |        |               |              |           |                |                |        | 9        |       |         | 9     |
| 2              | E34A  |           |             |        |               |              |           |                |                | 9      |          |       |         | 9     |
| 2              | E36   |           |             |        |               |              |           |                |                |        | 10       |       |         | 10    |
| 2              | E19   |           |             |        |               |              | 15        |                |                |        |          |       |         | 15    |
| 2              | E27   |           |             |        |               |              |           | 8              |                | 5      | 4        |       |         | 17    |
| 2              | E30   |           |             |        |               |              |           | 13             |                |        |          | 9     |         | 22    |
| <b>2 Total</b> |       | 0         | 0           | 0      | 0             | 0            | 15        | 21             | 0              | 14     | 23       | 15    | 0       | 88    |
| 3              | E29   |           |             |        |               |              |           |                |                | 4      | 2        | 4     |         | 10    |
| 3              | E16   |           |             |        |               |              |           |                |                |        |          | 9     |         | 12    |
| 3              | E34B  |           |             |        |               |              |           |                | 13             |        |          |       |         | 13    |
| 3              | E21   |           |             |        |               |              |           |                |                | 14     |          |       |         | 14    |
| 3              | E18   |           |             |        |               |              |           | 7              | 8              |        |          |       |         | 15    |
| 3              | E22   |           |             |        |               |              |           |                |                |        | 15       |       |         | 15    |
| 3              | E28   |           |             |        |               |              |           |                | 13             | 10     |          |       |         | 23    |
| 3              | E20   |           |             |        |               |              |           | 7              |                | 22     |          |       |         | 29    |
| <b>3 Total</b> |       | 0         | 0           | 0      | 0             | 0            | 0         | 14             | 34             | 50     | 20       | 13    | 0       | 131   |
| 4              | E24   |           |             |        |               |              |           |                |                | 9      |          |       |         | 9     |
| 4              | E17   |           |             |        |               |              |           |                |                |        | 10       |       |         | 10    |
| 4              | E15   |           |             |        |               |              |           | 8              | 6              |        |          |       |         | 14    |
| 4              | E35   |           |             |        |               |              |           |                |                | 8      | 8        |       |         | 16    |
| 4              | E13   |           |             |        |               |              |           |                |                | 17     |          |       |         | 17    |
| 4              | E14   |           |             |        |               |              |           | 17             |                |        |          |       |         | 17    |
| 4              | E23   |           |             |        |               |              |           |                |                | 14     | 4        |       |         | 18    |
| 4              | E37   |           |             |        |               |              |           |                |                |        |          | 19    |         | 19    |
| 4              | E9    |           |             |        |               |              | 22        |                |                |        |          |       |         | 22    |
| 4              | E10   |           |             |        |               |              | 12        | 15             |                |        |          |       |         | 27    |
| <b>4 Total</b> |       | 0         | 0           | 0      | 0             | 0            | 34        | 40             | 6              | 48     | 22       | 19    | 0       | 169   |
| 5              | E5    |           |             |        |               |              |           | 16             |                |        |          |       |         | 16    |
| 5              | E6    |           |             |        |               |              |           | 8              | 8              |        |          |       |         | 16    |
| 5              | E11   |           |             |        |               |              |           | 14             | 7              |        |          |       |         | 21    |
| 5              | E12   |           |             |        |               |              |           |                | 9              | 18     |          |       |         | 27    |
| <b>5 Total</b> |       | 0         | 0           | 0      | 0             | 0            | 0         | 38             | 24             | 18     | 0        | 0     | 0       | 80    |
| 6              | E1    |           |             |        |               |              |           | 9              |                |        |          |       |         | 9     |
| 6              | E2    |           |             |        |               |              |           | 16             |                |        |          |       |         | 16    |
| 6              | E8    |           |             |        |               |              |           |                |                |        |          |       |         | 17    |
| 6              | E3    |           |             |        |               |              |           | 17             |                |        |          |       |         | 17    |
| 6              | E3    |           |             |        |               |              |           | 18             |                |        |          |       |         | 18    |
| 6              | E7    |           |             |        |               |              |           | 28             |                |        |          |       |         | 28    |
| 6              | E4    |           |             |        |               |              |           |                |                |        |          |       |         | 0     |
| <b>6 Total</b> |       | 0         | 0           | 0      | 0             | 0            | 63        | 25             | 0              | 0      | 0        | 0     | 0       | 88    |
| <b>TOTAL</b>   |       | 0         | 0           | 0      | 0             | 0            | 112       | 203            | 70             | 156    | 65       | 49    | 0       | 655   |

| PHASE | YEAR | PHASE | YEAR |
|-------|------|-------|------|
| 1     | 2004 | 4     | 2007 |
| 2     | 2005 | 5     | 2008 |
| 3     | 2006 | 6     | 2009 |



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**DEVELOPER EXHIBIT D-2**



EXHIBIT E

SDC Credit Criteria

## **Exhibit E to Development Agreement**

Subject: Methodology for Calculation of Systems Development Charge Credits

### **City Code**

The basic guidelines for systems development charge credits are included in Article 9 of Ordinance No. 386. Sections 1, 2 and 3 of Article 9 of Ordinance No. 386 are as follows:

*"Section 1. As used in this section and in the definition of "Qualified public improvements" in Article I, the word "contiguous" means that part of a public way which abuts the development parcel.*

*Section 2. An applicant for a building permit is eligible for credit against the SDC for constructing a qualified capital improvement. A qualified public improvement means one that meets all of the following criteria:*

*A. Required as a condition of development approval by the Planning Commission or City Council; and*

*B. Identified in an Adopted Capital Improvement Plan; and*

*C. Not located within or contiguous to the property or parcel that is subject to development approval, except to the extent that the capital improvement(s) represent(s) a measurable provision for extra service capacity beyond the actual public facility requirements of the property or parcel approved for the development.*

*Applying the adopted methodology, the City Manager may grant a credit against the public improvement charge for a capital improvement provided as part of the development that reduces the development's demand upon existing capital improvements or the need for further capital improvements or that would otherwise have to be constructed at City expense under the then-existing Council policies.*

*Section 3. The credit provided for by this Article shall be only for SDC charged for the type of improvement being constructed and shall not exceed such SDC even if the cost of the capital improvement exceeds the SDC. However, this section shall not prohibit the City from providing a greater credit or from providing a share of the cost of such improvement by other means, if the City so chooses."*

## State Statute

The legislature reorganized ORS 223.304 and the credits have only been included in the improvement part of the systems development charge fee. The section of ORS 223.304 that applies to credits is as follows:

*"(3) The ordinance or resolution that establishes or modifies an improvement fee shall also provide for a credit against such fee for the construction of a qualified public improvement. A "qualified public improvement" means a capital improvement that is required as a condition of development approval, identified in the plan adopted pursuant to ORS 223.309 and either:*

*(a) Not located on or contiguous to property that is the subject of development approval; or*

*(b) Located in whole or in part on or contiguous to property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the improvement fee is related.*

*(4)(a) The credit provided for in subsection (3) of this section shall be only for the improvement fee charged for the type of improvement being constructed, and credit for qualified public improvements under subsection (3)(b) of this section may be granted only for the cost of that portion of such improvement that exceeds the government units minimum standard facility size or capacity needed to serve the particular development project or property. The applicant shall have the burden of demonstrating that a particular improvement qualifies for credit under subsection (3)(b) of this section.*

*(b) When the construction of a qualified public improvement gives rise to a credit amount greater than the improvement fee that would otherwise be levied against the project receiving development approval, the excess credit may be applied against improvement fees that accrue in subsequent phases of the original development project. This subsection shall not prohibit a unit of government from providing a greater credit, or from establishing a system providing for the transferability of credits, or from providing a credit for a capital improvement not identified in the plan adopted pursuant to ORS 223.309, or from providing a share of the cost of such improvement by other means, if a unit of government so chooses.*

*(c) Credits shall be used in the time specified in the ordinance but not later than 10 years from the date the credit is given."*

## **Check for Double Collections**

To ensure that we are not collecting twice for construction of public facilities, we check the implementing resolution for the calculation of systems development charges against the projects that are being constructed by the developer to ensure that we are not requiring the developer to construct something that has in total been included in the calculation of the systems development charge. This check is as follows:

Resolution No. 1279 that was adopted on June 3, 1996, provides the methodology for calculating the sewer systems development charge. Table 2 includes the list of projects that were used as a basis of establishing the sewer systems development charge and none of these projects are in the area that will be used for development of Villebois.

Resolution No. 1624 that was adopted on March 20, 2000, provides the methodology for calculating the water systems development charge. Table 1 of Resolution No. 1624 provides the list of the projects that was used to establish the water systems development charge. There is no project in this list that is currently planned for construction by the developers that would be constructing Villebois Village.

Resolution No. 842 that was adopted on June 27, 1991, provides the methodology for calculation of the street systems development charge. Table 3 of Resolution No. 842 provides the projects that were used to establish the street systems development charge. None of the streets within the Villebois area are included in Table 3.

## **One Development**

The original plan for the Villebois area was titled "The Dammasch Area Transportation Efficient Land Use Plan" dated January 31, 1997. ORS 426.508 passed in 1997 authorized the sale of the former Dammasch State Hospital. The statute requires redevelopment of the property to be consistent with the Dammasch Area Transportation Efficient Land Use Plan. The Dammasch Area Transportation Efficient Land Use Plan was based on one development. This was followed by the Villebois Concept Plan that was adopted by the City of Wilsonville on June 2, 2003 and this continued with the idea of one plan. This was subsequently followed by the Villebois Village Master Plan that was adopted on August 18, 2003 by the City Council and this, at the end looks at Villebois as one development. All of the planning for Villebois up through approval of the recommended legislative amendment to the Master Plan by the Planning Commission on April 14, 2004 has been based on Villebois being planned as one development. This would also include the calculation of the overall Financial Plan which includes the breakdown of costs and includes an estimate of the credits against systems development charges for over sizing.

## **Addition to Capital Improvements Plan**

Although none of the projects within Villebois that would qualify for credits against systems development charges are included in the Capital Improvements Plans that were used to establish the rate of the systems development charges this would not preclude the addition of these projects to an approved Capital Improvements Plan for the amount that would be creditable for oversizing. Since the normal method of establishing credits is based on the project being a qualified public improvement that is required as a condition of development approval by the Development Review Board or City Council and since some of the improvements may be constructed before the preliminary development plan is approved; we may need to obtain Council approval of the requirement for the project as a condition of approval before the PDP is approved in addition to the normal requirement for Council to approve the Capital Improvements Plan. In any case, the requirement for the project to be in an adopted Capital Improvement Plan is something that can be managed prior to the establishment of the credit.

## **Other Information**

The specific recommendations for credits against systems development charges will be on the attached exhibit titled E-1. Also attached as Exhibit E-2 is a sample calculation for a theoretical SDC credit. Also attached as Exhibit E-3 is a comparison of the proposed SDC credits for Villebois Village with other prior projects for which SDC credits were provided.

**Exhibit E –1 Villebois Systems Development Charge Credits (Note: This Exhibit includes credits for Villebois Village)**

**Minor arterials to include Tooze Road from Grahams Ferry to the connection with Boeckman Road in the Vicinity of 110<sup>th</sup> Avenue and Grahams Ferry Road from Tooze Road South to the south edge of Villebois. It is anticipated that any water lines or sewer lines that are installed on the minor arterials will be constructed by and paid for by the City.**

The developer will install 24' of roadway including signage and striping, curb, gutter, sidewalks, landscaping, any required storm water facilities and streetlights. The City will allow credits against street systems development charges in the amount of the additional structural strength provided on the 24' of paving to carry the anticipated traffic beyond that that would be needed for a residential street. A credit will also be allowed for the engineering and project administration. This can either be a pro-rata share of the cost or in the absence of a detailed cost breakdown; we would provide the credit for engineering, survey and administration at 10% of the construction costs.

**Major collectors including Barber from Coffee Lake Drive to 110<sup>th</sup> Avenue and Villebois Drive from Boeckman to Loop Road and Brown Road from Evergreen to Barber. An 18" waterline will be required in Barber and Villebois Drive and a sewer trunk sewer line will be required on the Barber Street alignment. The Barber Street sewer line will extend to connect to the trunk sewer in the vicinity of Seely Ditch. The waterline on Barber will also extend to the east to connect to the water line in Kinsman.**

The developer will construct a three-lane road including signage and striping with one lane in each direction, a left-turn lane, parking on each side of the road, curb and gutter, sidewalk, landscaping and streetlights. The City will allow a credit for 12-feet of paving plus the additional structural strength beyond that which would be needed for a local street for the section of the road that includes the bike lanes and travel lanes. The City will allow for a credit for the difference in costs between constructing a 12" water line and an 18" water line. For the sewer line the City will allow credit for the over sizing required to provide capacity for a future expansion of the City limits beyond the current City limits and urban growth boundary. This would include the area north of Tooze and west of Grahams Ferry Road. The City will also allow credit for engineering, survey and administration. This credit can either be based on a pro-rata share of actual costs or upon 10% of the construction costs.

**Minor collectors including Loop Road between Barber and Villebois Drive and Barber between the Loop Road and 110<sup>th</sup> Avenue and Grahams Ferry Road.**

This project also includes an 18" water line on Barber from 110<sup>th</sup> to Grahams Ferry, an 18" water line on Loop Road from Villebois Drive to Barber, or as an alternative, to the Loop Road water line. This water line may be constructed on Villebois Drive from the Loop Road to Barber. The project also includes a sewer line on Barber from Loop Road at 110<sup>th</sup> to north of the Living Enrichment Center.

The developer will construct a two-lane road including signage and striping with a bicycle lane, parking, curb, gutter, sidewalk and streetlights on each side of the road. The City will provide credits for 12' of bike lanes and the additional structural strength on the two 12' travel lanes. The City will also provide credit for the difference between the 12" and the 18" water line and

construction costs and the difference between a sewer line, which would be a sufficient size to serve the property and a line with the oversized capacity to serve the area west of Grahams Ferry Road. Credits would also include the cost of surveying engineering and administration and can either be at a pro-rata share of construction costs or at 10% of the construction costs.

**Residential street with parking on one side to include Coffee Lake Drive from Barber to Villebois Drive. The project also includes a 12" sewer from Barber to Villebois Drive and then north to Boeckman Road.**

The developer will construct a 28' road including signage and striping with curb, gutter, landscaping, sidewalk and streetlights on one side and curb, gutter, sidewalk, landscaping and streetlights on the other side. The City will provide credits for the paving that is in excess of 20' from the curb on the left side and the curb, gutter, sidewalk and landscaping on the east side. The City will also provide credits for the sewer line oversized from an 8" to a 12". The City will provide credit for the engineering survey and administration either on a pro-rata share of the costs or at 10% of the construction costs.

**Storm Water SDC Credits**

The Villebois area is situated so that it will not have any impact on the City storm water system other than the storm water flows, which will be managed prior to flowing into Coffee Lake and the flows which have historically gone to Mill Creek and which will go to either Mill Creek or Arrowhead Creek. It is anticipated that the developer(s) will pay for any additional costs required for the storm water system and that any SDC for storm water that are collected within the Villebois area will be used for projects within the Villebois area or credit against the storm water SDCs for the Villebois area.

**Parks SDC Credits**

Credits for public neighborhood parks, minor trails and major trails will be provided for construction required as a condition of approval up to total neighborhood parks, minor trails and major trails part of the Parks SDCs collected. Credits for public regional parks will be provided for parks construction required as a condition of approval up to \$1,168 per equivalent dwelling unit.

## **Exhibit E-2 Sample SDC Credit Calculations**

The following paragraphs will first include a summary of the information that would be available to the developer and to the City in determining the SDC credits available for a street project that includes a water line.



**Sample SDC credit calculation**  
5/11/2004

Project Description: Fifty foot wide (curb to curb) minor collector with two travel lanes, signs and striping, two bike lanes, seven foot parking on each side, curb, gutter, sidewalk, landscaping and street lights on each side. Also includes an 18 inch waterline and a 12 inch sewer line.

Developer owns property on both sides of road

Project is competitively bid and developer used low bidder

Developer provided right of way, utility trenching, conduit and backfill for PGE and Verizon Engineering, survey and project administration was part of entire project for development

Project was 1500 feet long

City to provide credit for 12 foot width of paving extra structural strength on 24' of paving, oversize from 12 inch to 18 inch on water & oversize from eight inch to 12 inch on sewer

Developer to execute line extension agreement if reimbursement from other developers within project area for waterline is desired.

| Item  | Total cost         | Percent | SDC credit allowed | Basis of credit   |
|---|--------------------|---------|--------------------|---|
| Clearing, grading and erosion control   | \$60,000           | 17%     | \$10,200           | Percent of area cleared and graded  |
| Curb, gutter, landscaping, sidewalk street lights including conduit and manholes                                      | \$61,000           | 0%      | \$0                | None, no added capacity   |
| Twelve feet of extra width on fifty foot of paving including sub-base, base course and asphalt for full strength road | \$284,000          | 24%     | \$68,160           | Percent of total width  |
| Additional two inches of base course and two inches of asphalt on roadway   | 0, included above. |         | \$32,400           | Added cost per square yard at 8.10 per square yard on 24 foot of roadway i.e. 1500 times 24 & 8.1/9                                   |
| Extra costs for 18 inch waterline over 12 inch  | \$135,000          | 12%     | \$16,200           | Extra cost of pipe including valves and fittings, added excavation, added bedding and added backfill.                                 |
| Extra costs for 12 inch sewer line over 8 inch  | \$60,000           | 30%     | \$18,000           | Extra cost of pipe including added excavation, added bedding and added backfill. No added size for manholes so no credit for manholes |
| Subtotal  | \$600,000          |         | \$144,960          |   |
| Mobilization, insurance and traffic control   | \$15,000           | 24%     | \$3,624            | Percent of construction cost  |
| Survey, engineering and project mgt   | \$80,000           | 10%     | \$14,496           | 10 percent of construction cost   |
| Total credit  |                    |         | \$163,080          |   |
| <b>Recap</b>  |                    |         |                    |   |
| Street SDC credit   |                    |         | \$124,605          |   |
| Water SDC credit  |                    |         | \$18,225           |   |
| Sewer SDC credit  |                    |         | \$20,250           |   |
|   |                    |         | \$163,080          |   |

## **Exhibit E-3 Comparison with Other Developments**

### **Minor Arterials**

The credits which are being suggested for Tooze Road and Grahams Ferry Road are based on the same City requirements and developer requirements as were used for the Hazelwood and the Morey's Landing subdivisions on Wilsonville Road west of Brown Road. More recently, these same cost breakdowns were used for Arbor Crossing between Wilsonville Road and Canyon Creek North.

### **Major Collector**

To my knowledge we have no other major collector in a residential area with on street parking. In this case, we have looked at the project with the viewpoint of determining how much of the street, which is, being developed would provide excess capacity beyond the requirements of the immediate development. With this viewpoint in mind the curb, gutter, sidewalk, landscape easement and streetlights are required to serve the development. Also, one travel lane in each direction would be required to serve the development and the left-turn lane is required to provide access into the individual streets off of the major collector. All of the previous items are not providing excess capacity beyond that which is required to serve Villebois. The one item that appears to be providing the potential for excess capacity is the bike lanes. The street system would have adequate capacity for bikes and larger vehicles without the bike lane. So, for this reason staff has suggested that the bike lanes be an item, which are creditable against the street SDCs. You could very well make the argument that the City has not provided credits for major collectors in residential areas in the past and that we should not provide them now. The suggested credit for bicycle lanes is proposed as a credit, which the staff supports. The structural strength of the paving, the base course and the sub base for a major collector is will be more than that which would be required for the typical residential street, so staff is recommending a credit for the additional strength.

### **Minor Collector**

To the best of my knowledge we have no minor collectors in residential areas with on street parking so there is no comparable situation for SDC credits. We do have several streets, which are generally described as residential collectors. These streets have parking on each side and a travel lane in each direction. Camelot, Montebello, Meadows Loop and Orchard Drive are streets with this description. In each case, the developer was building on both sides of the street. He installed two lanes of traffic, parking on each side, curb, gutter, sidewalk, landscaping and streetlights on each side. The difference between a residential collector and a minor collector with on street parking is the additional 12' width for bicycle lanes and the additional structural strength, which is required on a minor collector. We have included credits for both the additional width and the additional strength in our proposed SDC credits.

## **Water Lines**

To provide a strong “backbone” water system in Villebois, staff has proposed that there be an overall framework of 18” lines tied to the perimeter water lines. Initial modeling indicates that a 12” line would provide adequate service as long as the water line was receiving water from both directions. The change to an 18” water line provides a more robust, redundant system which will meet peak domestic flows and fire flows under adverse conditions. The proposed credits would allow for the difference in costs between a 12” water line and an 18” water line wherever the 18” line is installed. This is an overall look at the City water system in the Villebois area and does not result in an analysis of each individual building lot or preliminary development plan to determine if that lot or PDP could be served by a smaller line. If the property owner of a smaller parcel desires reimbursement from other property owners for any over sizing that was required up to the 12” requirement, the property owner may file the documentation for a line extension agreement under Chapter 3 of the City Code.

## **Sewer SDC Credits**

The sewer line on the Barber Alignment between Coffee Lake Drive in the vicinity of Grahams Ferry will be over sized. The line on Coffee Lake Drive from Barber to Villebois Drive and then on to Boeckman will also be over sized. Credits will be provided for the difference in the costs between the size of the line necessary to serve the Villebois Development and the line that is required as a condition of development. As covered in the previous development under water lines, the over size requirements have been projected over the line size that would be needed to serve Villebois. If an individual property owner desires reimbursement from other property owners for over sizing beyond that which would be required to serve as individual development; he has the option of requesting a line extension agreement under Chapter 3 of the City Code.

## **Storm Water SDC Credits**

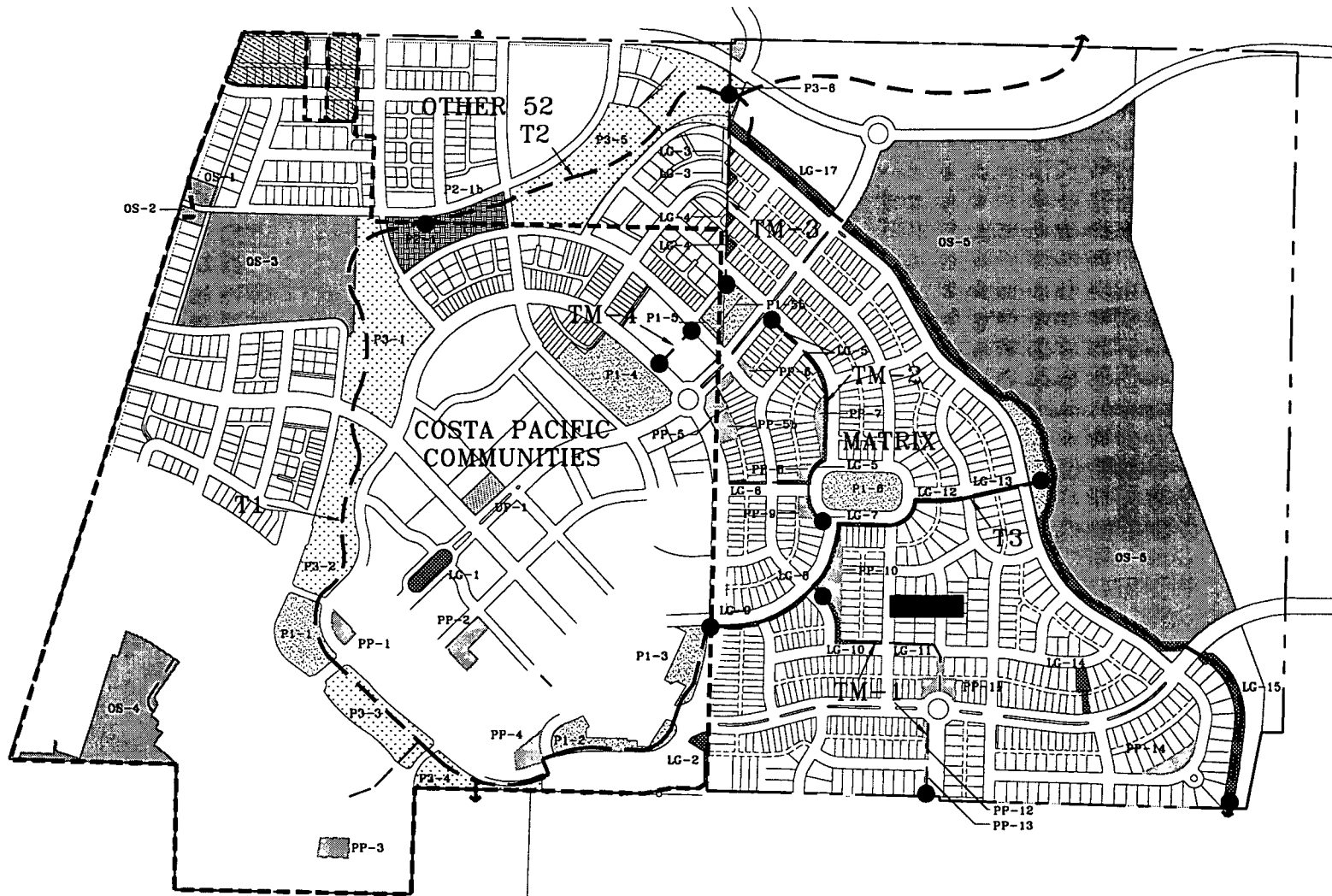
We have only had one prior situation in which the development managed 100% of its storm water flows and put no storm water into the City system. That was the project by the Department of Corrections for the Coffee Creek Correctional Facility and we provided 100% of the SDC credits as we are anticipating for Villebois.

## **Parks**

The situation at Villebois is very similar to the construction of a community park on Canyon Creek North by Don Morrisette Homes. We provided credits on that project the same way as described for the regional parks in Villebois. The neighborhood parks that have been constructed in the City were primarily constructed by the City and the neighboring residents or Homeowners Association subsequent to the development of the neighborhood. In general the developer had dedicated the property to the City with neighborhood park construction much later.

EXHIBIT F

Open Space Development




**LEGEND**

- |                           |                               |
|---------------------------|-------------------------------|
| PP - POCKET PARKS         | ——— PROPOSED MAJOR PATHWAYS   |
| P1 - NEIGHBORHOOD PARKS   | - - - PROPOSED MINOR PATHWAYS |
| P2 - COMMUNITY PARKS      | - - - OWNERSHIP BOUNDARIES    |
| P3 - REGIONAL PARKS       | TM REC TRAIL MINOR            |
| OS - OPEN SPACE           | T REC TRAIL MAJOR             |
| LG - LINEAR GREEN         |                               |
| VP - VILLAGE CENTER PLAZA |                               |



DEVELOPER PARKS PLAN - EXHIBIT F



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DRAWN BY: AFC DATE: 5/28/04  
 REVIEWED BY: DATE:  
 PROJECT NO.: 398-012  
 SCALE: HORIZ. 1" = 600'

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