

RESOLUTION NO. 1974

A RESOLUTION OF THE CITY OF WILSONVILLE CONCERNING THE OWNERSHIP AND MAINTENANCE OF PUBLIC AND PRIVATE COMMUNITY ELEMENTS IN THE VILLEBOIS VILLAGE, APPROVING THE USE OF A TEMPLATE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SPECIFIC AGREEMENTS FOR EACH RESPECTIVE PLAT WITHIN VILLEBOIS

WHEREAS, the City of Wilsonville has a partnership and collaborative process with Costa Pacific, its development partners and property owners for the creation of the Villebois Village, as evidenced by numerous development agreements; and

WHEREAS, there is a policy and practice of shared responsibility for the maintenance of parks, sidewalks and similar community elements with homeowner associations (HOA) and other similar property owner associations such as exist in the Charbonneau District; and

WHEREAS, the partners have created a flexible template for the general designation of respective public and private Operation and Maintenance (O & M) responsibilities for streets, sidewalks, parks, open spaces, rainwater, multipurpose storm water and other facilities; which template shall guide the development of a phase-specific O & M agreements reflecting the unique features and approval conditions of the particular subdivision plat; and

WHEREAS, Wilsonville Code section 4.220(.02) C. requires that the on-going maintenance of common areas and related conditions of approval be provided as an incident of final subdivision platting; and

WHEREAS, by its terms, each O & M agreement shall run with the land and be binding on HOAs through Covenants and Restrictions; and

WHEREAS, council approval of the attached template shall guide staff in the formulation and execution of specific O & M agreements,

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council approves the use of the template, Attached as Exhibit A, as the basis for creating a specific agreements for each respective plat within the Villebois Village.
2. The City Council authorizes the City Manager or designee, upon satisfaction of all regulatory requirements, to sign O & M agreements on behalf of the City of Wilsonville.

3. This Resolution is effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of December, 2005, and filed with the Wilsonville City Recorder this date.


CHARLOTTE LEHAN, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Charlotte Lehan	<u>Yes</u>
Council President Alan Kirk	<u>Yes</u>
Councilor Benny Holt	<u>Yes</u>
Councilor Tim Knapp	<u>Yes</u>
Councilor Michelle Ripple	<u>Yes</u>

Attachments: Exhibit A Template Agreement

[This is a Template]

**VILLEBOIS OWNERSHIP & MAINTENANCE
AGREEMENT**

between

CITY OF WILSONVILLE

and

(Name of Developer)

for

(Name of Subdivision)

(Template Adopted 12/19/05)

THIS AGREEMENT is entered into the ___ day of _____, 2005, by and between the City of Wilsonville ("City") and _____, ("Developer") (the "parties").

WHEREAS, the Villebois Development contains a mix of public and private community elements ("community elements"), including parks and open spaces, pedestrian and bicycle pathways, rainwater management features, streets, sewer, storm water, and other infrastructure systems; and,

WHEREAS, City has approved these public and private community elements; and,

WHEREAS, City and Developer have different obligations depending on whether the community elements are public or private; and,

WHEREAS, the parties will construct these community elements pursuant to existing, pending and future City land use approvals and development agreements and wish to sustain the value of these investments by adopting a workable maintenance schedule; and,

WHEREAS, by this agreement, the parties wish to specify respective maintenance obligations for these community elements and identify by mapping where such services are to occur,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

I. Rights and Liabilities, Generally.

1. The Developer, who is signatory to this agreement, is the initial owner of property that is to be divided, sold or assigned. It is understood that in the process of sale and build out, a Home Owners Association ("HOA") will be formed and assume the rights and liabilities of the Developer. For purposes of this Agreement, "assignments" include sale and transfer of ownership from the developer to persons or entities having the capability and authority to perform obligations under this Agreement, but excludes assignments for the benefit of creditors. For purposes of this agreement, "Obligor" shall mean the Developer, until such time as the Developer assigns its rights and obligations under this Agreement to an assignee or HOA, at which time the assignee or HOA shall be the Obligor hereunder. Developer shall ensure that any transfer of rights and liabilities hereunder is attended by reasonable notice to the City and the HOA or other assignee; is complete and complies with all applicable law. Where the City is notified in writing of an assignment and the assumption of Developer's obligations by such assignee or an HOA, the City shall look to that assignee or HOA as the responsible party under this Agreement and

Developer shall be released from any further obligations under this Agreement. The developer shall retain or explicitly transfer current but unfulfilled obligations as appropriate to the "Obligor". In the event that there are issues of contribution, performance, or the sufficiency of transfer of rights and liabilities as between Developer/assignee/HOA, those issues shall be determined by those private interests, and not the City and pending such determination, the City may seek remedies from the HOA/assignee assuming Developer's obligations.

II. Facilities and Respective Maintenance Obligations.

Maps attached as Exhibits _____, _____, and _____, pictorially describe the location of facilities to be maintained under this agreement and identify the responsible party. All maps identified as Exhibits are considered attached hereto and incorporated by reference as if fully set forth herein. By facility/community element, maintenance obligations are as follows:

1. Streets.

Public streets and medians will be maintained by the City (curb to curb). The City's responsibility applies to conventional asphalt and concrete streets, standard pavement markings, and typical landscaping in the medians (e.g., perennial groundcover, shrubs, irrigation and/or trees).

Private paved areas (e.g., alleys) and non-conventional elements in public paved areas (e.g., specialty landscaping, pavers, porous pavement, etc.) will be maintained by the Obligor.

The City will perform routine street sweeping commensurate with sweeping schedules elsewhere in the City. In addition, due to the large number of residential street trees, the City will conduct three extra rounds of street sweeping as needed during the autumn when street trees are dropping their leaves. The intent is to capture the incidental leaves that fall on public streets. To address the leaves that fall on properties adjacent to the streets, CC&Rs for the development will require that a landscape contractor and/or other appropriate service provider(s) properly collect and dispose of leaves from properties maintained by the Obligor. Such service provisions may also include, but are not limited to, leaf disposal facilities for Villebois residents' use and/or a leaf composting program. In any event, streets are not to be used as a repository for leave disposal from adjacent properties.

2. Streetlights.

The City will maintain streetlights, as shown on the attached maps, in accordance with its agreement (Schedule 91 Option B) with PGE. The level of service will be commensurate

with generally accepted standards for placement of streetlight fixtures, degree of illumination, fixture type and maintenance.

The style of streetlight fixtures will be in keeping with the approved Community Elements Book. Requests for additional streetlights will be reviewed by City staff for consistency with standards for illumination and design, appropriate location, expense, and consistency with practices elsewhere in the City. Such requests will also be circulated to the homeowners association of the affected area, to be sure the additional lighting does not cause inappropriate lighting and/or glare into the buildings or yards of nearby properties.

3. **Signage.**

The City will install and maintain standard traffic and street name signs available from its vendor Clackamas County. Installation and maintenance of specialty signage as depicted in the Community Elements/Wayfinding Books is the responsibility of the Obligor.

4. **Sidewalks.**

Sidewalk maintenance, including snow and ice removal, is the responsibility of the Obligor, unless otherwise indicated on attached maps.

5. **Planter Strips.**

Landscaping between sidewalk and curb will be maintained by the Obligor, unless otherwise indicated on attached maps.

6. **Street Trees.**

Street trees along Grahams Ferry Road, Tooze Road and Boeckman Road will be maintained by the City. Street trees along all other roads will be maintained by the Obligor. Fifteen-foot (15') clearance must be maintained above the street surfaces, and eight-foot (8') clearance must be maintained above public walkways. The City may respond to specific public health / safety concerns that arise regarding street trees along all other roads with a higher priority given to arterial and collector streets. It is in the public interest to have access maintained along arterial and collector streets at all times.

7. **Vegetation on Private Property.**

The Obligor shall maintain vegetation in public view sheds (only on the public view side of fences), as defined in the applicable Pattern Book, on platted lots for the purpose of maintaining required visibility at driveways and street and alley intersections to insure that vegetation does not interfere with vehicle or pedestrian traffic, [or] streetlight illumination, or access to fire hydrants and water meters.

8. Sewer, Water, Storm Water.

Unless otherwise specified in the Special Features Section below, the City will maintain sewer, water and storm water infrastructure located on/beneath publicly-owned land or easements dedicated to the City. Suitable access (via recorded easements or public rights-of-way) to City-maintained infrastructure will be available for the City and its equipment for maintenance activities and to respond in the event of a public health or safety issue.

It should be noted that the City is not responsible for maintenance of "rainwater management" components described in the Villebois Rainwater Management Program.

9. Parks, Open Space, and Trails.

The City and the Obligor will maintain park land and open space as follows:

a. Regional and Community-Level Trails and Parks. Such areas shall be constructed by the Obligor, dedicated to the City and maintained by the Obligor for a period of five (5) years. This period shall begin on the date that this agreement is executed for individual phases. These areas are shown in Exhibit ____.

These areas shall not include the community center to be constructed by Arbor Villebois LLC in the south SAP. The land on which the community center is located shall be owned and maintained in perpetuity by the Home Owners Association ("HOA").

Areas designated as "special features" shall be constructed by the Obligor on land dedicated to City but the HOA shall maintain such special features in perpetuity. These special features are designated in Exhibit ____ and include rain water features, landscaping and decorative elements in roundabout areas, special plantings, water features, and drainage areas except the inlet and outlet. Park furnishings must comply with the adopted design element requirements. When the City assumes maintenance responsibilities for parks and trails under this agreement, the City will maintain such furnishings in accordance with the design element requirements. Repair/replacement expenses in excess of the cost for standard furnishings the City would otherwise install in public areas elsewhere in Wilsonville shall be borne by the applicable HOA.

b. Neighborhood Parks and Open Space. The Obligor shall construct these improvements on land dedicated to the Home Owners Association and the improvements shall be maintained by the Home Owners Association. The Obligor shall grant a public pedestrian and bicycle easement over these areas for recreational purposes. Recreational purposes shall include the uses listed in ORS 105.672(5) and shall be subject to the provisions of ORS 105.672-105.688. Parks, open space, and trails located in the Significant Resource Overlay Zone ("SROZ") shall be maintained in accordance with the Wilsonville Development Code."

10. Bus Shelters and Bus Turn-outs.

Bus shelters and bus turn-outs along public streets will be maintained by the City. Other bus shelters and/or turn-outs (if any) will be maintained by the Obligor.

11. Special Features.

See attached maps regarding the location of these special features:

a. Rainwater Features.

These areas are specially designed and constructed to provide a degree of biological filtration and absorption into the ground for rainwater from small-scale storm events. Maintenance of these rainwater features is the responsibility of the Obligor.

b. Special Plantings & Irrigation.

These areas contain specialty vegetation and associated irrigation systems that require a higher level of maintenance than perennial species typically used in landscaping of public spaces. The Obligor will be responsible for maintenance and repair of such special plantings and associated irrigation systems.

c. Multi-Purpose Storm Water Facility.

This structure serves as both a rainwater feature for small-scale storm events (as described in item 1 above) and also as a storm water detention facility for larger-scale storm events. It will be the City's responsibility to provide maintenance and assure proper operation of the inlet/outlet control structures for this facility. Suitable access compatible with adjacent uses will be provided for the City and its equipment to perform these duties. The City's maintenance activities in this regard will be conducted in a way that does not impair the rainwater feature functionality.

The Obligor will be responsible for maintenance and proper operation of all other aspects of this facility. The Obligor will conduct its respective maintenance activities in a way that does not impair the inlet/outlet or detention functions of this facility.

III. Miscellaneous Provisions.

1. This Agreement shall not create any right or responsibility in third parties regarding the acts or omissions of any Party. There are no third-party beneficiaries to this Agreement. Except as provided for by this Agreement, each Party reserves all right or authorities now or hereafter existing and nothing in this Agreement waives or forecloses the exercise of any such rights or authorities.

2. This Agreement is subject and subordinate to the provisions of applicable Villebois Development Agreements or Finance Plans.
3. The parties shall comply with applicable law and City approvals governing development and use of the Villebois Development. The Obligor understands and agrees that application of public resources supporting City obligations are subject to appropriation under Local Budget Law. The City represents and covenants that it will use its best efforts to apply for and obtain sufficient appropriations to support actions required under this agreement.
4. As additional phases of the Villebois Development are developed, a separate Agreement will be executed and recorded concurrently with each final plat.
5. Unless otherwise provided by statute, notices and correspondence shall be sent by first-class mail, to the mailing address for each party as written below.

City Manager (or Designee)
City of Wilsonville
30000 Town Center Loop E.
Wilsonville, Oregon 97070

Developer

6. Amendments to this Agreement shall be in writing only and shall be entered into only by persons authorized by the parties. The undersigned are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement.

IV. Default.

In the event that one party believes that the other party is in violation of this Agreement, that party shall give the alleged defaulting party written notice of the alleged default. In the event the alleged default is not cured within 30 day from the date of the notice or such time as otherwise agreed to in writing by the parties, the parties shall resolve any dispute under the process set forth in Section VI.

V. Remedies.

In the event of an imminent threat to life, health or property, the non-responsible party may undertake the necessary maintenance or repairs without prior notice, but shall inform

the responsible party of the emergency as soon as practicable. The responsible party shall be liable for payment for the costs incurred by the party in undertaking the emergency repairs or maintenance.

VI. Arbitration.

In the event of a dispute arising out of this Agreement or interpretation thereof, the parties agree to a meeting of resolution by designated representatives with authority to settle or recommend settlement. Absent resolution, the parties agree to submit the dispute to binding arbitration by one arbitrator acceptable to the parties pursuant to the rules of the US Arbitration Service of Portland.

VII. Term and Termination.

This agreement is effective when the parties have executed the Agreement and shall terminated upon the earlier of 1) mutual agreement, 2) an uncured default determined by an Arbitrator to be cause for termination, or 3) inability of the City, after exercising best efforts, to obtain sufficient funds for all or part of the obligations hereunder.

IN WITNESS WHEREOF, the undersigned City of Wilsonville and Developer have executed this agreement.

[Signature Blocks]

Exhibits:

(Attach Ownership & Maintenance Diagrams)

COMMUNITY DEVELOPMENT STAFF REPORT

Date: May 31, 2006

To: Arlene Loble, City Manager

From: Eldon R. Johansen, Interim Community Development Director

Subject: Approval of Contract Addendum No. 1 to Development Agreement Between the City of Wilsonville, the Wilsonville Urban Renewal Agency, Villebois LLC and the State of Oregon

RECOMMENDATION:

Staff recommends that the City Council approve the attached Contract Addendum to the Development Agreement between the City of Wilsonville, the Wilsonville Urban Renewal Agency and Villebois LLC and the State of Oregon in adding Arbor Villebois LLC as a party of successor interests, changing the dollar amounts of the parks projects and the credits therefore and deleting the requirements for formation of a Local Improvement District.

BACKGROUND:

The original agreement was approved by Resolution No. 1869 on May 24, 2004. This was a two party agreement with the provision that we could add successors in interest if Villebois LLC sold part of the property. They did sell part of the property to Arbor Villebois LLC and that has been included in the contract addendum.

The Parks and Utility chapters of the Villebois Master Plan have been modified with a change in the estimated cost of construction from \$5.6 million to \$8.4 million. The Master Plan also added features so that Hilltop Park could be considered as a Community Park thereby increasing the funds that are eligible for SDC credits from \$2.4 million to \$2.7 million.

The change from a two-party agreement to a three-party agreement necessitated additional breakdown of the parks SDC credits. These have been broken down from one party to three party including Villebois LLC, Arbor Villebois LLC and an undesignated developer for part of the north SAP. The credits were distributed based on a percentage of the total parks eligible for SDC credits. In this case, each developer would receive credits for 73.6% of the eligible SDC credits.

May 31, 2006
Page 2

On a separate subject Arbor Villebois LLC and Villebois LLC have paid for the supplemental street SDC's for full build out of their property. At the time the Development Agreement was approved the actual payment method for the supplemental street SDC was unknown and the option of forming a Local Improvement District was included in the Development Agreement. This is no longer required and has been deleted from the Development Agreement.

Eldon R. Johansen
Interim Community Development Director

ERJ:bgs

cc: IOC-CD File
Staff Report File

RESOLUTION NO. 1974

A RESOLUTION OF THE CITY OF WILSONVILLE CONCERNING THE OWNERSHIP AND MAINTENANCE OF PUBLIC AND PRIVATE COMMUNITY ELEMENTS IN THE VILLEBOIS VILLAGE, APPROVING THE USE OF A TEMPLATE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SPECIFIC AGREEMENTS FOR EACH RESPECTIVE PLAT WITHIN VILLEBOIS

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WHEREAS, there is a policy and practice of shared responsibility for the maintenance of parks, sidewalks and similar community elements with homeowner associations (HOA) and other similar property owner associations such as exist in the Charbonneau District; and

WHEREAS, the partners have created a flexible template for the general designation of respective public and private Operation and Maintenance (O & M) responsibilities for streets, sidewalks, parks, open spaces, rainwater, multipurpose storm water and other facilities; which template shall guide the development of a phase-specific O & M agreements reflecting the unique features and approval conditions of the particular subdivision plat; and

WHEREAS, Wilsonville Code section 4.220(.02) C. requires that the on-going maintenance of common areas and related conditions of approval be provided as an incident of final subdivision platting; and

WHEREAS, by its terms, each O & M agreement shall run with the land and be binding on HOAs through Covenants and Restrictions; and

WHEREAS, council approval of the attached template shall guide staff in the formulation and execution of specific O & M agreements,

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council approves the use of the template, Attached as Exhibit A, as the basis for creating a specific agreements for each respective plat within the Villebois Village.
2. The City Council authorizes the City Manager or designee, upon satisfaction of all regulatory requirements, to sign O & M agreements on behalf of the City of Wilsonville.

3. This Resolution is effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of December, 2005, and filed with the Wilsonville City Recorder this date.


CHARLOTTE LEHAN, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Charlotte Lehan	<u>Yes</u>
Council President Alan Kirk	<u>Yes</u>
Councilor Benny Holt	<u>Yes</u>
Councilor Tim Knapp	<u>Yes</u>
Councilor Michelle Ripple	<u>Yes</u>

Attachments: Exhibit A Template Agreement

[This is a Template]

**VILLEBOIS OWNERSHIP & MAINTENANCE
AGREEMENT**

between

CITY OF WILSONVILLE

and

(Name of Developer)

for

(Name of Subdivision)

(Template Adopted 12/19/05)

THIS AGREEMENT is entered into the ___ day of _____, 2005, by and between the City of Wilsonville ("City") and _____, ("Developer") (the "parties").

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Developer shall be released from any further obligations under this Agreement. The developer shall retain or explicitly transfer current but unfulfilled obligations as appropriate to the "Obligor". In the event that there are issues of contribution, performance, or the sufficiency of transfer of rights and liabilities as between Developer/assignee/HOA, those issues shall be determined by those private interests, and not the City and pending such determination, the City may seek remedies from the HOA/assignee assuming Developer's obligations.

II. Facilities and Respective Maintenance Obligations.

Maps attached as Exhibits ____, ____, and ____, pictorially describe the location of facilities to be maintained under this agreement and identify the responsible party. All maps identified as Exhibits are considered attached hereto and incorporated by reference as if fully set forth herein. By facility/community element, maintenance obligations are as follows:

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with generally accepted standards for placement of streetlight fixtures, degree of illumination, fixture type and maintenance.

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It should be noted that the City is not responsible for maintenance of "rainwater management" components described in the Villebois Rainwater Management Program.

9. Parks, Open Space, and Trails.

The City and the Obligor will maintain park land and open space as follows:

a. Regional and Community-Level Trails and Parks. Such areas shall be constructed by the Obligor, dedicated to the City and maintained by the Obligor for a period of five (5) years. This period shall begin on the date that this agreement is executed for individual phases. These areas are shown in Exhibit ____.

These areas shall not include the community center to be constructed by Arbor Villebois LLC in the south SAP. The land on which the community center is located shall be owned and maintained in perpetuity by the Home Owners Association ("HOA").

Areas designated as "special features" shall be constructed by the Obligor on land dedicated to City but the HOA shall maintain such special features in perpetuity. These special features are designated in Exhibit ____ and include rain water features, landscaping and decorative elements in roundabout areas, special plantings, water features, and drainage areas except the inlet and outlet. Park furnishings must comply with the adopted design element requirements. When the City assumes maintenance responsibilities for parks and trails under this agreement, the City will maintain such furnishings in accordance with the design element requirements. Repair/replacement expenses in excess of the cost for standard furnishings the City would otherwise install in public areas elsewhere in Wilsonville shall be borne by the applicable HOA.

b. Neighborhood Parks and Open Space. The Obligor shall construct these improvements on land dedicated to the Home Owners Association and the improvements shall be maintained by the Home Owners Association. The Obligor shall grant a public pedestrian and bicycle easement over these areas for recreational purposes. Recreational purposes shall include the uses listed in ORS 105.672(5) and shall be subject to the provisions of ORS 105.672-105.688. Parks, open space, and trails located in the Significant Resource Overlay Zone ("SROZ") shall be maintained in accordance with the Wilsonville Development Code."

10. Bus Shelters and Bus Turn-outs.

Bus shelters and bus turn-outs along public streets will be maintained by the City. Other bus shelters and/or turn-outs (if any) will be maintained by the Obligor.

11. Special Features.

See attached maps regarding the location of these special features:

a. Rainwater Features.

These areas are specially designed and constructed to provide a degree of biological filtration and absorption into the ground for rainwater from small-scale storm events. Maintenance of these rainwater features is the responsibility of the Obligor.

b. Special Plantings & Irrigation.

These areas contain specialty vegetation and associated irrigation systems that require a higher level of maintenance than perennial species typically used in landscaping of public spaces. The Obligor will be responsible for maintenance and repair of such special plantings and associated irrigation systems.

c. Multi-Purpose Storm Water Facility.

This structure serves as both a rainwater feature for small-scale storm events (as described in item 1 above) and also as a storm water detention facility for larger-scale storm events. It will be the City's responsibility to provide maintenance and assure proper operation of the inlet/outlet control structures for this facility. Suitable access compatible with adjacent uses will be provided for the City and its equipment to perform these duties. The City's maintenance activities in this regard will be conducted in a way that does not impair the rainwater feature functionality.

The Obligor will be responsible for maintenance and proper operation of all other aspects of this facility. The Obligor will conduct its respective maintenance activities in a way that does not impair the inlet/outlet or detention functions of this facility.

III. Miscellaneous Provisions.

1. This Agreement shall not create any right or responsibility in third parties regarding the acts or omissions of any Party. There are no third-party beneficiaries to this Agreement. Except as provided for by this Agreement, each Party reserves all right or authorities now or hereafter existing and nothing in this Agreement waives or forecloses the exercise of any such rights or authorities.

2. This Agreement is subject and subordinate to the provisions of applicable Villebois Development Agreements or Finance Plans.
3. The parties shall comply with applicable law and City approvals governing development and use of the Villebois Development. The Obligor understands and agrees that application of public resources supporting City obligations are subject to appropriation under Local Budget Law. The City represents and covenants that it will use its best efforts to apply for and obtain sufficient appropriations to support actions required under this agreement.
4. As additional phases of the Villebois Development are developed, a separate Agreement will be executed and recorded concurrently with each final plat.
5. Unless otherwise provided by statute, notices and correspondence shall be sent by first-class mail, to the mailing address for each party as written below.

City Manager (or Designee)
City of Wilsonville
30000 Town Center Loop E.
Wilsonville, Oregon 97070

Developer

6. Amendments to this Agreement shall be in writing only and shall be entered into only by persons authorized by the parties. The undersigned are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement.

IV. Default.

In the event that one party believes that the other party is in violation of this Agreement, that party shall give the alleged defaulting party written notice of the alleged default. In the event the alleged default is not cured within 30 day from the date of the notice or such time as otherwise agreed to in writing by the parties, the parties shall resolve any dispute under the process set forth in Section VI.

V. Remedies.

In the event of an imminent threat to life, health or property, the non-responsible party may undertake the necessary maintenance or repairs without prior notice, but shall inform

the responsible party of the emergency as soon as practicable. The responsible party shall be liable for payment for the costs incurred by the party in undertaking the emergency repairs or maintenance.

VI. Arbitration.

In the event of a dispute arising out of this Agreement or interpretation thereof, the parties agree to a meeting of resolution by designated representatives with authority to settle or recommend settlement. Absent resolution, the parties agree to submit the dispute to binding arbitration by one arbitrator acceptable to the parties pursuant to the rules of the US Arbitration Service of Portland.

VII. Term and Termination.

This agreement is effective when the parties have executed the Agreement and shall terminated upon the earlier of 1) mutual agreement, 2) an uncured default determined by an Arbitrator to be cause for termination, or 3) inability of the City, after exercising best efforts, to obtain sufficient funds for all or part of the obligations hereunder.

IN WITNESS WHEREOF, the undersigned City of Wilsonville and Developer have executed this agreement.

[Signature Blocks]

Exhibits:

(Attach Ownership & Maintenance Diagrams)