

## **RESOLUTION NO. 2486**

### **A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING ADDENDUM NO. 5 TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WILSONVILLE, THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, VILLEBOIS LLC, AND STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES RELATING TO THE ADDITION OF POLYGON NORTHWEST COMPANY, L.L.C. AS A PARTY TO THE DEVELOPMENT AGREEMENT AND AUTHORIZING CERTAIN CHANGES RELATING TO DEVELOPMENT OF PROPERTY KNOWN AS TONQUIN WOODS 4-7, LOCATED WITHIN THE VILLEBOIS VILLAGE DEVELOPMENT**

WHEREAS, in 2004, the City of Wilsonville ("City") and the Urban Renewal Agency of the City of Wilsonville ("URA") entered into a Development Agreement with Villebois LLC and the State of Oregon for the residential development of certain real property in the community known as Villebois Village, pursuant to the Villebois Village Master Plan; and

WHEREAS, the Development Agreement has been amended by Addendums 1 through 4; and

WHEREAS, the State of Oregon is no longer a party to that Development Agreement but Polygon at Villebois LLC was added as a party pursuant to Addendum No. 2, Villebois at Village Center, LLC was added as a party pursuant to Addendum No. 3, and Polygon Northwest Company, L.L.C. ("Polygon NW") was added as a party pursuant to Addendum No. 4; and

WHEREAS, Polygon NW has purchased a portion of the property affected by and included in the Villebois Development Agreement, which was previously owned by Zions National Bank, and desires to develop the property as Villebois SAP-North PDP-2 ("Tonquin Woods 4 & 5") and Villebois SAP-Central PDP-4 ("Tonquin Woods 6 & 7"); and

WHEREAS, the City, the URA, and Polygon NW wish to clarify certain respective obligations under the Villebois Development Agreement that pertain to Tonquin Woods 4 through 7 and Regional Parks 4 and 5, as generally shown on the Site Plan, Exhibit 2 to the below-referenced Addendum No. 5. The Site Plan contemplates 73 lots being developed on the Tonquin Woods 4 & 5 property and an additional 42 lots being developed on the Tonquin Woods 6 & 7 property; and

WHEREAS, the City, the URA, and Polygon NW also desire to amend certain sections of Addendum 4 to correct requiring a per lot Supplemental Street SDC, which was previously paid,

and requiring payment of the Master Planner portion of the Master Plan Fee, as that portion was previously credited to Villebois LLC and assigned as a development right to Polygon NW by Villebois LLC; and

WHEREAS, the parties to the Development Agreement and Polygon NW now wish to enter into Addendum No. 5, a copy of which is marked **Exhibit A**, attached hereto, and incorporated by reference as if fully set forth herein, which establishes the roles and responsibilities among the City, the URA, and Polygon NW for the development of certain infrastructure facilities.

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

1. The above recitals are incorporated herein.
2. City Council hereby authorizes the City Manager to enter into Addendum No. 5 to the Development Agreement, in substantially the form of **Exhibit A**, attached hereto and incorporated by reference herein, with final approval as to form by the City Attorney.
2. This Resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a special meeting thereof this 4<sup>th</sup> day of September, 2014, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Goddard	Absent
Councilor Fitzgerald	Yes
Councilor Stevens	Yes

Attachments: Exhibit A: Addendum No. 5 to the Villebois Development Agreement

**ADDENDUM NO. 5  
TO THE DEVELOPMENT AGREEMENT OF MAY 24, 2004  
BY AND BETWEEN THE CITY OF WILSONVILLE (CITY) AND  
THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE (URA)  
AND VILLEBOIS LLC (DEVELOPER) AND  
STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES  
(VILLEBOIS DEVELOPMENT AGREEMENT)  
AND AMENDS SECTIONS 2 AND 9 OF ADDENDUM NO. 4 TO THE  
VILLEBOIS DEVELOPMENT AGREEMENT**

THIS ADDENDUM NO. 5 (“Addendum 5”) to the above captioned Development Agreement (hereinafter referred to as the “Villebois Development Agreement”) is entered into this \_\_\_\_ day of July, 2014, by and between the City of Wilsonville (“City”), a municipal corporation of the State of Oregon, the Urban Renewal Agency of the City of Wilsonville (“URA”), a municipal corporation of the State of Oregon, and Polygon Northwest Company, L.L.C., a Washington limited liability company (“Polygon”). This Addendum 5 only applies to the City, the URA, and Polygon, and does not apply to the other parties to the Villebois Development Agreement. The term “Polygon” in this Addendum 5 refers to Polygon Northwest Company, L.L.C., Polygon at Villebois III, L.L.C., or other affiliates of Polygon Northwest Company, L.L.C., as the context requires.

RECITALS:

A. The Villebois Master Plan is a land use plan regulating the development of approximately 500 acres of a planned, mixed use community of internal commercial and a mix of 2,600 residential uses, with trails, parks, and open spaces, supported by \$140 million in infrastructure. In approximately May 2004, for the purposes of developing home sites within the Villebois Master Plan area, Villebois, LLC acquired certain land interests in approximately 198 acres of land west of 110<sup>th</sup> Street and entered into the 2004 Development Agreement set forth in the title above (known as the “Villebois Development Agreement”).

B. Polygon has purchased a portion of the property affected by and included in the Villebois Development Agreement, which was previously owned by Zions National Bank (Zions), and Polygon intends to develop the property as Villebois SAP-North PDP-2 and SAP-Central PDP-4 (“Villebois Tonquin Woods, phases 4, 5, 6 & 7”). The Villebois Tonquin Woods property is described on the attached **Exhibit 1**. The City, the URA, and Polygon wish to clarify certain respective obligations under the Villebois Development Agreement that pertain to the Villebois Tonquin Woods Property with the development of SAP North, PDP-2 (“PDP-2N”) and SAP Central PDP-4 (“PDP-4C”), as shown on the Phasing Plan, **Exhibit 2**, attached hereto and incorporated by reference as if fully set forth herein (the “Site Plan”). The Site Plan contemplates 73 lots being developed on the Villebois Tonquin Woods phases 4 & 5 property and an additional 42 lots to be developed on the Villebois Tonquin Woods phases 6 & 7 property. Polygon has received DRB approval and Public Works permits to construct the improvements for Villebois Tonquin Woods phases 4 & 5, and will be submitting plans to

construct the improvements for Villebois Tonquin Woods phases 6 & 7. The remaining undeveloped portions of the Zions property will be developed in future construction phases and are not part of this Addendum 5.

C. It has come to the attention of the parties that under the Villebois Development Agreement, Villebois LLC had certain development rights to have a credit against a Supplemental Street System Development Charge (SSSDC), having prepaid those charges for property it owned or had option rights to so that no SSSDC would be imposed at the time building permits are pulled. The same applied to the Master Planner portion of the Master Plan Reimbursement Fee. Upon conveying the affected property to Polygon and Zions, Villebois LLC also transferred those development rights to Polygon NW and Zions. Zions, in turn, transferred its entitlement to those rights to Polygon. The transfer of these development credit rights affect both the property to which Addendum No. 4 applies and the property to which this Addendum 5 applies. Addendum No. 4 mistakenly includes a SSSDC charge in Section 2 and the Master Planner's portion of the Master Plan Reimbursement Fee in Section 9; therefore, the parties intend to amend these sections of Addendum No. 4 by this Addendum 5.

D. The parties acknowledge that Polygon has the responsibility for developing, and the City of Wilsonville, Polygon, and a third party, Villebois LLC, represented by its agent, Costa Pacific Homes LLC, dba Costa Pacific Communities ("Costa"), by virtue of owning certain land in SAP-Central, have responsibility for paying for the cost of developing the Villebois Village Green known as Regional Park 4 (RP-4). At all material times, Rudy Kadlub has been and is the President and CEO of Costa Pacific Homes. However, Villebois LLC sold its interest to that certain land in Villebois SAP Central to Villebois Village LLC which, as successor in interest, became responsible for paying Villebois LLC's share of RP-4 costs. In turn, Villebois Village LLC sold its interest in those certain lands within SAP-Central to RCS-Villebois Development LLC ("RCS") which, as successor in interest, became responsible for paying Villebois LLC's share of RP-4 costs. By a separate Park Financing Amendment agreement, RCS has agreed that a portion of the Urban Renewal financing previously allocated by the Villebois Development Agreement and Addendum 1 thereto to Montague Park, also known as Hilltop Park, which RCS is developing, may be transferred to cover RCS's cost share of RP-4, which the parties agree will be capped at \$243,040.

E. The parties acknowledge that property currently designated for the development of the Villebois Village Green known as Regional Park 5 (RP-5) is part of three separate tracts of land owned, respectively, by Polygon, the URA, and the Chang family. The tracts owned by the URA and the Chang family have not yet been annexed into the City. The Chang family has indicated a willingness to work with the parties and have RP-5 developed prior to the development of their property. Therefore, the parties recognize the need to address by this Addendum a reasonable time schedule to reach an accord with the Changs in this matter.

F. Terms not specifically defined herein shall be as defined in the Development Agreement.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City, the URA, and Polygon agree as follows:

TERMS AND CONDITIONS:

**1. Amendment to Addendum No. 4**

1.1 Supplement Street SDC. Section 2 of Addendum No. 4 to the Villebois Development Agreement dated June 26, 2014, is deleted in its entirety. Section 2 of Addendum No. 4 mistakenly imposed a supplemental I-5/Wilsonville Road Street SDC of \$690 per dwelling unit on the Villebois Calais property. This supplemental street fee does not apply to the Villebois Calais property.

1.2 Master Plan Fee. Section 9 of Addendum No. 4 to the Villebois Development Agreement, dated June 26, 2014, is deleted and amended as follows:

**9. Master Plan Fee**

The 2004 Villebois Development Agreement provided that Villebois LLC, as developer/owner, would not be reimbursed for costs associated with planning the development of their own property, but shall pay a fee of \$210 per single family unit to reimburse the City for costs associated with the City's master planning efforts. This reimbursement fee was and is subject to an annual increase per the Seattle Engineering Record's published construction cost index. At the time of the Villebois Development Agreement, a portion of the property (that portion being the Calais property) of which Villebois LLC was the developer/owner has been conveyed to Polygon and Polygon also has acquired the Villebois LLC development rights to not have to pay the Master Plan Reimbursement Fee other than to pay the City portion. After indexing, the City's portion of the fee for fiscal year 2014-15 is \$269. The total current estimate for 84 lots is \$22,596.

**2. Costa Circle**

**Costa Circle North from Barber Street.** Polygon, as the developer of PDP-2N and PDP-4C, shall construct Costa Circle north from the intersection at Barber Street to the east end of the property boundary (**Exhibit 3**, attached hereto and incorporated by reference herein). Polygon will receive credits for those expenses incurred for construction of 12 feet of additional paving width (including base rock) plus bike lane striping and symbols. The parties estimate the length of this segment to be 1,500 feet and that the estimated cost to construct all streets in Tonquin Woods phases 4 & 5 is \$1,169,910, together with soft costs estimated at 24% of the construction cost, or \$280,778, which totals \$1,450,688 (**Exhibit 4**, attached hereto and incorporated by reference herein). The estimated costs that will provide SDC credits are \$87,320, inclusive of soft costs. These Street SDC credits will be available to Polygon to be applied towards future residential building permits in PDP-2N and PDP-4C.

### **3. Grahams Ferry Road**

For both ease of construction and cost savings, rather than have the City construct the west 10 feet of street improvements, Polygon, as the developer of Villebois Tonquin Woods, hereby agrees to construct Grahams Ferry Road from the property boundary between Villebois Calais and SAP-North PDP-2 to the previously improved street section north of the Barber Street roundabout, as indicated in **Exhibit 5**, attached hereto and incorporated by reference herein. Polygon hereby agrees to dedicate to the City the additional 7.5 feet of right-of-way from Villebois Tonquin Woods adjacent to Grahams Ferry Road and provide a public sidewalk and access easement over those portions of the 10-foot sidewalk that lie outside the public right of way. Polygon will receive reimbursements or credits against Street SDC fees for those construction and soft cost expenses incurred beyond its obligations, as follows. Polygon hereby agrees to provide vaults and conduits and cause to have all overhead franchise utilities located underground, at its cost. Service conduit to properties on the west side of Grahams Ferry Road shall be placed under the roadway, with transition poles located on the west side; the City shall pay for the cost of conduit and transition poles. The parties estimate the length of this segment to be 550 feet and that the estimated cost to construct, with utilities, is \$256,648, together with soft costs estimated at 24% of the construction cost, or \$61,595, which totals \$318,243 (**Exhibit 6**, attached hereto and incorporated by reference herein). Polygon estimates the costs subject to Street SDC reimbursement from the City to be \$83,971, inclusive of soft costs, and estimates the costs subject to Street SDC credit to be \$26,635, inclusive of soft costs. The breakdown of soft costs is set forth in Section 7.1; the breakdown between Street SDC reimbursement and Street SDC credit follows.

This section of Grahams Ferry Road will be constructed with the cross-section as indicated in **Exhibit 5**. The costs to design and construct the east 24 feet of street improvements, adjacent to the Villebois Tonquin Woods phase 7 project, and accompanying pro rata share of storm improvements, signage & striping, street lighting, curb & gutter, sidewalk, and irrigation & landscaping up to the edge of right-of-way, will be the obligation and responsibility of Polygon. For the street improvements, Polygon will be responsible for a typical residential structural section. Upgrades to this structural section, and accompanying costs, to accommodate the expected traffic volume and loads for a minor arterial will be the responsibility of the City, with Polygon receiving credits against Street SDC fees. Additionally, Polygon will receive Street SDC credit from the City for one half (five feet) of the 10-foot wide sidewalk along the east side of the street improvements.

The costs to design and construct the west 10 feet of street improvements, plus gravel shoulder, swale, and adjustments to existing adjacent driveways, are the responsibility of the City and are subject to reimbursement from the City to Polygon. These street improvements are described as the west 10 feet of street improvements and accompanying pro rata share of storm improvements, signage & striping, and street lighting.

It is agreed and understood that the section of Grahams Ferry Road adjacent to the Villebois Calais project (SAP-North PDP-3) to Tooze Road is intended to be constructed concurrently by Polygon with the above described improvements to Grahams Ferry Road. Details of this work,

responsibilities, and credits or reimbursements have been included in Addendum No. 4 to the Villebois Development Agreement, addressing work to be done with the Villebois Calais development.

#### **4. Berlin Avenue Sanitary Sewer**

To provide sanitary sewer service for the Villebois Tonquin Woods project, Polygon proposes to install an 8-inch sewer main line from the existing public sewer installed with Villebois SAP-North PDP-2 (Tonquin Meadows 4) to the Villebois Calais project, as indicated in **Exhibit 7**, attached hereto and incorporated by reference herein. The City also desires to provide sanitary sewer service to Tax Lots 31W15 01100 and 31W15 01101, currently owned by the City. Polygon's engineer has indicated this can be accomplished by installing a deeper main line over a section of its sewer work from SSMH B2.1 to SSMH B6.1. At a minimum, this would require deepening the sewer line at SSMH B6.1 by 6.69 feet. The estimated costs for the shallower and deeper sewer lines are provided in **Exhibit 8**, attached hereto and incorporated by reference herein. Polygon shall be eligible for the estimated Sanitary SDC credits of approximately \$15,176, inclusive of soft costs as indicated in **Exhibit 8**, for the difference in costs between the deeper and shallower sewer lines.

However, in the event Polygon chooses to advance installation of the aforementioned 8-inch sewer line with the Villebois Calais project, SAP-North PDP-3, Polygon may elect to apply the SDC credits to the Villebois Calais project in lieu of the Tonquin Woods 6 & 7 phases.

Villebois Tonquin Woods will still be responsible for its share of the Coffee Lake Drive Sanitary Sewer Reimbursement District allocation (\$29,191.13 for the property that Villebois SAP-North PDP-2 covers at the time Resolution No. 2350 was adopted, subject to annual adjustment) for the City's construction of the 15-inch sewer main in Coffee Lake Drive.

## 5. Regional Park 4

The parties acknowledge that Polygon has undertaken the responsibility of constructing Regional Park 4, as shown in **Exhibit 9**, attached hereto and incorporated by reference herein.

### 5.1 Construction of RP-4.

5.1.1 Polygon estimates the costs of construction of RP-4 to be \$734,848, which amount does not include a contingency. Out of that amount, the City's share for extra capacity will be \$288,314, against which Polygon's per lot Parks SDC will be credited up to that amount as building permits are pulled, and Polygon will also pay \$223,267 for the North SAP share and Villebois Village LLC will pay \$223,267 by and through the URA. See **Exhibit 10**, attached hereto and incorporated by reference herein. The costs are greater than in the exhibits to the Villebois Development Agreement, as amended by Addendum No 2 to that Agreement. However, the original proportions for sharing the costs are maintained and are reflected in the above allocation of costs. By separate agreement, the URA shall pay that portion owed by Villebois Village LLC.

5.1.2 Polygon will complete construction on RP-4 by October 31, 2014.

5.1.3 Polygon, or its contractor, will supply payment and performance bonds, in a form acceptable to the City, in the full amount of the contract price for RP-4.

5.1.4 All parties agree that the exaction for RP-4 allocated to each party is proportionate to the development contemplated by the parties to occur.

### 5.2 Reimbursement to Polygon.

Upon final completion of RP-4, including all punch list items, Polygon will provide the City with detailed invoices for the work performed, documenting the full amount it wishes to be reimbursed by the City. Upon receipt and approval by the City of such documentation (such approval not to be unreasonably withheld or delayed), the City shall pay Polygon the City's share. However, if the City does not have the funds available to make such payment, Polygon will be entitled to the Parks SDC credits as set forth above in Section 5.1.1 as payment for the City share. All of the parties acknowledge that the costs set forth in this Addendum 5 are estimates only and that the final costs and respective share of RP-4 may vary based on final design approved and actual construction costs, to be reviewed and approved, in writing, by the City. Additional reimbursement of any RP-4 costs shall not exceed a true up cost of \$800,000 unless City approval is first obtained, which approval may be granted or denied in the City's sole discretion. If denied by the City, costs above the \$800,000 shall be paid by Polygon.

Therefore, a true up of each party's share of actual costs will occur upon completion and submittal of detailed cost receipts by Polygon in proportion, totaling the contributions outlined above, with the City contribution being approximately 39.24% and the URA (on behalf of Villebois Village LLC) and Polygon each contributing approximately 30.38%, based on the

**Exhibit 10** allocation. Thus, the URA payment of the Villebois Village LLC share of the capped cost is \$243,040 and the City's is \$313,920.

### 5.3 Maintenance of RP-4 and Subsequent Dedication to the City.

The provisions regarding maintenance and dedication of RP-4 shall remain as set forth in the Development Agreement and Contract Addendum No. 1. Polygon shall assume maintenance responsibility of RP-4, which Polygon is permitted to delegate to its homeowners' association. This obligation shall run with the land and shall be binding upon the successors and assigns of Polygon. Polygon will enter into a separate recorded Operations and Maintenance Agreement with the City and will repair and maintain RP-4 for a period of five (5) years from the date of final acceptance of the RP-4 improvements by the City.

## **6. Regional Park 5**

Regional Park 5 is currently located on land owned by the URA, Polygon, and the Chang family. The Chang family doesn't currently desire to develop their property, but has recently expressed an interest in the park's development going forward and discussing their involvement going forward. The park facilities and their location are conceptual under the Park Technical Plan to the Villebois Master Plan. The URA, the City, and Polygon see mutual public and private benefit and cost savings if the park could be graded at the time Polygon advances the grading of its adjoining property and if the restroom facilities and major park amenity facilities be relocated on the URA and Polygon properties. The parcels owned by the URA and the Chang family are not currently within the City and, unless annexed, are subject to County partitioning regulations. Time is needed to reach an accord on the various issues. Therefore, the parties agree to negotiate in good faith to reach an accord by a target date of December 1, 2014. Some of the issues to be determined are cost share responsibility, location of facilities, design of the park, maintenance, and annexation or other means to allow park development, such as easements. Polygon agrees to dedicate land for Regional Park 5 as required by its conditions to approval and as shown on **Exhibit 11**.

## **7. Master Plan Fee**

The Villebois Development Agreement for SAP-North provides that the developer will pay a master planning fee of \$900 per lot, with \$690 of that fee being paid to the master planner, Costa Pacific Communities, and \$210 of that fee being paid to the City, subject to an annual increase per the Seattle Engineering Record's published construction cost index. Polygon is only subject to paying the City's Master Plan Reimbursement Fee, which is currently, for fiscal year 2014-15, \$269. The total current estimate for Tonquin Woods Phases 4, 5, 6 & 7, with 115 lots, is \$30,935.

## **8. SDC Credit and Reimbursement Calculations**

8.1 Included Costs. The standards for calculating the costs of constructing infrastructure, including both soft and hard construction costs, are standards known to the City

and Polygon and have been used for the calculations herein, against which SDC credits are calculated or reimbursement provided. Soft costs incurred in connection with the improvements described in this Addendum 5 are included in SDC credits. Polygon shall be treated equitably and consistently with the other developers receiving SDC credits in Villebois, and such soft costs for the purposes of SDC credits shall be calculated as a percentage of construction costs as follows: Design, Engineering, and Surveying, 10%; City Permit Fee, 7%; Geotechnical Inspection, 2%; and Construction Management, 5%, for a total of 24% of construction costs. The Villebois Development Agreement addresses the respective SDC and SDC credit calculations and is to be followed, except as may otherwise be specifically set forth in this Addendum 5. All SDC credits shall be credited to Polygon before Polygon must pay any system development charges for the Villebois Tonquin Woods project lots. That is, upon completing an infrastructure project and becoming entitled to the applicable SDC credits as provided in this Addendum 5, Polygon may apply, in whole or in part, such applicable SDC credits against the SDCs otherwise owed, until such credits may become exhausted, before Polygon is obligated to pay any remaining applicable SDC that may be owed.

8.2 SDC Reimbursements. For the additional work in constructing Regional Park 4, over and beyond City development requirements for the Villebois Tonquin Woods project, the City hereby agrees to reimburse Polygon for their costs incurred. Reimbursement costs subject to the Excluded Costs, Final Estimates, and True Up are outlined in the following Subsections 8.3 and 8.4.

8.3 Excluded Costs. The parties to this Addendum 5 agree that the various infrastructure costs and SDC credit calculations shall not include the cost of any property or any easement, right of entry, or license for any property necessary to be dedicated to or otherwise transferred by any of the respective parties to this Addendum 5 to the City for the infrastructure improvements, including parks, provided for in this Addendum 5 and which shall be provided to the City without cost to the City. Polygon will not be required to pay for any rights of entry, easements, or dedications.

8.4 Final Estimates and True Up. In order to secure a Public Works permit for the infrastructure provided for herein, plans for the construction of the infrastructure, including parks, must be provided to and approved by the City. In constructing the infrastructure, the approved plans must be followed and, to ensure the cost for providing the infrastructure is reasonable, and thus any credit entitlement is reasonable, Polygon shall provide the construction contract costs for Villebois Tonquin Woods Phases 4 & 5, Tonquin Woods Phases 6 & 7, and Regional Park 4 to the City as the final estimate for the City's review and approval, which approval shall not be unreasonably withheld. The final cost, SDC credits and reimbursements shall be based on actual costs true up from the construction contract costs; provided, however, that for any such true-up change cost, the parties must mutually agree they are reasonable.

8.5 Insurance and Bonds. Prior to commencement of construction of the infrastructure set forth in this Addendum 5, Polygon must provide to the City performance bonds satisfactory to the City to provide for the respective infrastructure set forth in this Addendum 5. Polygon shall cause the City to be named as an additional insured on the applicable contractor's

insurance policy for the construction of the respective infrastructure provided for in this Addendum, in amounts and coverages satisfactory to the City.

## **9. Recitals Incorporated**

The recitals set forth above, inclusive of exhibits, are incorporated by reference as general terms of this agreement to provide for the intent of the parties in developing and constructing the specific provisions of the Terms and Conditions of this Addendum 5 Agreement.

## **10. Miscellaneous**

This Addendum 5 amends the Villebois Development Agreement as specifically set forth herein. Except as set forth in Addendum 5, the Villebois Development Agreement, as previously amended, remains in full force and effect as to the parties to the Villebois Development Agreement.

## **11. Assignment**

Polygon shall have the right to assign, without release, this Addendum 5 to an affiliate of Polygon, including Polygon at Villebois, L.L.C. An affiliate of Polygon is defined as any entity that is managed or controlled by the same people who manage Polygon.

## **12. SDC Adjustments**

All references to SDCs in this Addendum 5 are references to system development charges established for the 2013-2014 fiscal year. Those charges are subject to adjustment on an annual basis proportionate to the changes in the Seattle Engineering Record's published construction cost index.

## **13. Legal Action/Attorney Fees**

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

## **14. Notices**

All notices, demands, consents, approvals, and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be faxed, hand delivered, or sent by overnight courier or United States Mail at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal.

To City: Michael E. Kohlhoff  
City Attorney  
City of Wilsonville  
29799 SW Town Center Loop East  
Wilsonville OR 97070

To Polygon: Polygon Northwest Company, L.L.C.  
Attn: Fred Gast  
109 E. 13th Street  
Vancouver WA 98660

With a copy to: Radler White Parks & Alexander LLP  
Attn: Barbara Radler  
111 SW Columbia Street, Suite 1100  
Portland, OR 97201

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first written above.

POLYGON NORTHWEST COMPANY, L.L.C.

CITY OF WILSONVILLE

By: Brentview, Inc., its Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As Its: \_\_\_\_\_

By: \_\_\_\_\_  
Bryan Cosgrove  
As Its: City Manager

THE URBAN RENEWAL AGENCY OF THE  
CITY OF WILSONVILLE

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Bryan Cosgrove  
As Its: Executive Director

\_\_\_\_\_  
Michael E. Kohlhoff, OSB #690940  
City Attorney

I:\villebois\tonquin woods 4-7; zion\agr addm 5 to dev agr-tw zion-polygon



Attachment #1  
Supplemental Budget Requests by Capital Project

Capital Projects	Capital Outlay	CD OH	GF OH	Total	Explanation
<b>Proj 1065-West Side Level B Reservoir</b>	\$ 5,000	\$ 600	\$ 175	\$ 5,775	Rollover unused Budget from FY14
Transfer from Water SDC Fund Contingency				(5,775)	
<b>Proj 2046-Flow Monitoring Stations</b>	\$ 22,450	\$ 2,245	\$ 786	\$ 25,481	Rollover unused Budget from FY14
Transfer to Sewer Operating Fund Contingency				(25,481)	
<b>Proj 2082-Waste Water Treatment Plant Rehabilitation</b>	\$ 250,000	\$ -	\$ -	\$ 250,000	Rollover unused Budget from FY14
Transfer to Sewer Operating Fund Contingency	-	-	-	(250,000)	
<b>Proj 4181-ADA Compliance</b>	\$ 15,000	\$ 12,000	\$ 525	\$ 27,525	Rollover unused Budget from FY14
<b>Proj 4719-I-5 Sound Wall Landscaping</b>	23,155	2,315	810	26,280	New Project to replace landscaping on I-5 sound wall
Transfer to Road Operating Fund Contingency	-	-	-	(53,805)	
<b>Proj 4106-Villebois SDC Credits</b>	\$ 155,000	\$ 15,500	\$ 5,425	\$ 175,925	Continuing Villebois SDC Reimbursement project. This reimbursement is for the construction of the Barber/GFR roundabout
Transfer from Roads SDC Fund Contingency				(175,925)	
<b>Proj 4720-Wilsonville Rd Median Improvements-Landover</b>	\$ 106,792	\$ 19,476	\$ 3,246	\$ 129,514	New project for median improvements to Wilsonville Rd
Transfer from Roads SDC Fund Contingency				(55,506)	
Transfer from General Fund Contingency				(74,008)	
<b>Proj 4696-Streetlight Infill Project</b>	\$ 95,000	\$ 15,000	\$ 3,325	\$ 113,325	Rollover unused Budget from FY14
Transfer from Street Light Operating Fund Contingency				(113,325)	
<b>Proj 7032-Storm System Improvement to Grahams Ferry Rd</b>	\$ 15,000	\$ 1,500	\$ 525	\$ 17,025	Rollover unused Budget from FY14
Transfer from Stormwater SDC Fund Contingency				(17,025)	
<b>Proj 7050-Stormwater Rate and SDC Study</b>	\$ 14,545	\$ 5,500	\$ 500	\$ 20,545	Project not completed in FY14. Additional funding required to complete project in FY15.
Transfer from Stormwater Operating Fund Contingency				(10,273)	
Transfer from Stormwater SDC Fund Contingency				(10,272)	
<b>Proj 8093-Fiber Connectivity Project</b>	\$ 60,500	\$ 6,050	\$ -	\$ 66,550	Rollover unused Budget from FY14
<b>Proj 8094-City Wide Public Facility Master Plan</b>	20,000	2,000	-	22,000	Rollover unused Budget from FY14
<b>Proj 8095-Fall Arrest System: City Hall and Public Works</b>	40,000	-	-	40,000	Rollover unused Budget from FY14
<b>Proj 8099-HVAC Replacements: Library</b>	20,000	-	-	20,000	Rollover unused Budget from FY14
<b>Proj 8101-Parks &amp; Rec Tenant Improvements</b>	93,000	9,300	-	102,300	Rollover unused Budget from FY14
<b>Proj 9141-Forest Shelter Roof Replacement</b>	18,200	1,820	-	20,020	Rollover unused Budget from FY14
Transfer from General Fund Contingency				(270,870)	
<b>Proj 9128-Recreation/Aquatic Center Update</b>	\$ 52,950	\$ 6,545	\$ 1,855	\$ 61,350	Rollover unused Budget from FY14
<b>Proj 9147-Villebois Regional Park #4 SDC Reimbursement</b>	\$ 256,000	\$ 52,000	\$ 18,000	\$ 326,000	Per development agreement, project costs will reimburse contractor for the eligible costs associated with the construction of RP#4
Transfer from Parks SDC Contingency				(387,350)	
<b>Total CIP Budget Requests</b>	\$ 1,262,592	\$ 151,851	\$ 35,172	\$ 1,449,615	



## EXHIBIT 1

July 10, 2014

### LEGAL DESCRIPTION

Job No. 395-008

Two tracts of land being portions of plat of "Tonquin Woods at Villebois No. 4" and Parcel 2 of Partition Plat No. 2010-046, Clackamas County Plat Records, situated in the Northwest and Northeast Quarters of Section 15, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon, more particularly described as follows:

#### Tract 1

BEGINNING at the northwest plat corner of "Tonquin Woods at Villebois No. 4";

thence along the northerly plat line of said plat, South  $88^{\circ} 34'09''$  East, a distance of 2620.14 feet to the Northwest corner of Tract "OO" of said plat;

thence along the westerly line of said Tract "OO", South  $01^{\circ} 35'01''$  West, a distance of 121.49 feet to the Southwest corner of said Tract "OO";

thence along the southerly line of said Tract "OO", South  $48^{\circ} 58'59''$  East, a distance of 20.07 feet to the Southeast corner of said Tract "OO";

thence along the easterly line of Tract "EE" of said plat, South  $01^{\circ} 35'01''$  West, a distance of 167.20 feet to the most northerly corner of Tract "NN" of said plat;

thence along the northwesterly line of said Tract "NN", South  $39^{\circ} 14'35''$  West, a distance of 159.81 feet to the most westerly corner of said Tract "NN";

thence along the southwesterly line of said Tract "NN", South  $41^{\circ} 30'04''$  East, a distance of 82.07 feet to a point of non-tangential curvature;

thence continuing along said southwesterly line, along a 500.00 foot radius non-tangential curve, concave northeasterly, with a radius point bearing North  $48^{\circ} 17'53''$  East, arc length of 35.55 feet, central angle of  $04^{\circ} 04'24''$ , chord distance of 35.54 feet, and chord bearing of South  $43^{\circ} 44'19''$  East to a point of tangency;

thence continuing along said southwesterly line, South  $45^{\circ} 46'32''$  East, a distance of 22.16 feet to the most southerly corner of said Tract "NN";

thence along the easterly plat line of said plat, South  $01^{\circ} 35'01''$  West, a distance of 44.71 feet to the most easterly southeast corner of said plat;

## EXHIBIT 1

thence along the southerly line of said plat for the following 29 courses:

North  $41^{\circ}30'04''$  West, a distance of 226.09 feet to a point of tangential curvature,

along a 900.00 foot radius tangential curve to the left, arc length of 99.96 feet, central angle of  $06^{\circ}21'49''$ , chord bearing of North  $44^{\circ}40'59''$  West, and chord distance of 99.91 feet to a point of tangency,

North  $47^{\circ}51'53''$  West, a distance of 147.24 feet to an angle point,  
South  $34^{\circ}32'15''$  West, a distance of 255.92 feet to an angle point,  
South  $31^{\circ}30'05''$  West, a distance of 67.17 feet to an angle point,  
South  $41^{\circ}14'03''$  West, a distance of 118.86 feet to an angle point,  
North  $47^{\circ}50'26''$  West, a distance of 127.82 feet to an angle point,  
South  $45^{\circ}36'51''$  West, a distance of 146.27 feet to an angle point,  
North  $43^{\circ}36'51''$  West, a distance of 160.98 feet to a point of non-tangential curvature,

along a 207.00 foot radius non-tangential curve, concave northeasterly, with a radius point bearing North  $47^{\circ}03'28''$  East, arc length of 128.16 feet, central angle of  $35^{\circ}28'22''$ , chord distance of 126.12 feet, and chord bearing of North  $25^{\circ}12'21''$  West to a point of tangency,

North  $07^{\circ}28'09''$  West, a distance of 53.01 feet to a point of non-tangential curvature,

along a 590.00 foot radius non-tangential curve, concave southeasterly, with a radius point bearing South  $04^{\circ}33'28''$  East, arc length of 767.06 feet, central angle of  $74^{\circ}29'25''$ , chord distance of 714.17 feet, and chord bearing of South  $48^{\circ}11'50''$  West to a point of reverse curvature,

along a 660.00 foot radius reverse curve to the right, arc length of 148.55 feet, central angle of  $12^{\circ}53'45''$ , chord distance of 148.23 feet, and chord bearing of South  $17^{\circ}23'57''$  West to the most southerly corner of said plat,

North  $66^{\circ}35'56''$  West, a distance of 22.55 feet to a point of non-tangential curvature,

along a 10.00 foot radius non-tangential curve, concave northerly, with a radius point bearing North  $66^{\circ}35'58''$  West, arc length of 18.57 feet, central angle of  $106^{\circ}25'35''$ , chord distance of 16.02 feet, and chord bearing of South  $76^{\circ}36'50''$  West to a point of reverse curvature,

along a 688.00 foot radius reverse curve to the left, arc length of 13.00 feet, central angle of  $01^{\circ}04'56''$ , chord distance of 12.99 feet, and chord bearing of North  $50^{\circ}42'51''$  West to a point of compound curvature,



## EXHIBIT 1

along a 688.00 foot radius compound curve to the left, arc length of 255.82 feet, central angle of  $21^{\circ}18'17''$ , chord distance of 254.35 feet, and chord bearing of North  $61^{\circ}54'27''$  West to a point of reverse curvature,

along a 10.00 foot radius reverse curve to the right, arc length of 14.07 feet, central angle of  $80^{\circ}36'47''$ , chord distance of 12.94 feet, and chord bearing of North  $32^{\circ}15'13''$  West to a point reverse curvature,

along a 2967.00 foot radius reverse curve to the left, arc length of 143.19 feet, central angle of  $02^{\circ}45'54''$ , chord distance of 143.18 feet, and chord bearing of North  $06^{\circ}40'13''$  East to an angle point,

North  $05^{\circ}17'16''$  East, a distance of 138.59 feet to a point of tangential curvature,

along a 101.00 foot radius tangential curve to the left, arc length of 174.44 feet, central angle of  $98^{\circ}57'16''$ , chord distance of 153.55 feet, and chord bearing of North  $44^{\circ}11'21''$  West to a point of tangency,

South  $86^{\circ}20'01''$  West, a distance of 301.18 feet to a point of tangential curvature;

along a 510.00 foot radius tangential curve to the left, arc length of 64.43 feet, central angle of  $07^{\circ}14'19''$ , chord distance of 64.39 feet, and chord bearing of South  $82^{\circ}42'52''$  West to a point of reverse curvature,

along a 770.00 foot radius reverse curve to the right, arc length of 261.94 feet, central angle of  $19^{\circ}29'28''$ , chord distance of 260.68 feet, and chord bearing of South  $88^{\circ}50'26''$  West to a point of compound curvature,

along a 51.50 foot radius compound curve to the right, arc length of 49.48 feet, central angle of  $55^{\circ}03'47''$ , chord distance of 47.61 feet, and chord bearing of North  $53^{\circ}52'56''$  West to an angle point,

South  $63^{\circ}37'58''$  West, a distance of 39.50 feet to an angle point,  
South  $59^{\circ}27'30''$  West, a distance of 17.54 feet to an angle point,  
South  $78^{\circ}43'40''$  West, a distance of 38.94 feet to an angle point,  
North  $72^{\circ}29'33''$  West, a distance of 128.85 feet to the most westerly plat corner of said plat;

thence along the westerly plat line of said plat, North  $17^{\circ}14'42''$  East, a distance of 495.02 feet to the POINT OF BEGINNING.

Containing 32.413 acres, more or less.

### Tract 2

BEGINNING at the northwest corner of Parcel 2, Partition Plat No. 2010-046;

## EXHIBIT 1

thence along the northerly line of said Parcel 2, North  $72^{\circ}02'29''$  East, a distance of 217.00 feet to a point of tangency;

thence continuing along said northerly line, North  $63^{\circ}29'14''$  East, a distance of 61.38 feet to a point of tangency;

thence continuing along said northerly line, North  $45^{\circ}34'29''$  East, a distance of 278.00 feet to the northeast corner of said Parcel 2;

thence along the easterly plat line of said plat, South  $01^{\circ}35'01''$  West, a distance of 68.95 feet to a point of tangency;

thence leaving said plat line, South  $46^{\circ}43'10''$  West, a distance of 69.57 feet to a point of tangential curvature;

thence along a 15.00 foot radius tangential curve to the left, arc length of 13.72 feet, central angle of  $52^{\circ}24'38''$ , chord bearing of South  $20^{\circ}30'51''$  West, and chord distance of 13.25 feet to a point of reverse curvature;

thence along a 85.00 foot radius reverse curve to the right, arc length of 44.28 feet, central angle of  $29^{\circ}50'47''$ , chord bearing of South  $09^{\circ}13'56''$  West, and chord distance of 43.78 feet to a point of reverse curvature;

thence along a 15.00 foot radius reverse curve to the left, arc length of 14.38 feet, central angle of  $54^{\circ}54'58''$ , chord bearing of South  $03^{\circ}18'09''$  East, and chord distance of 13.83 feet to a point of reverse curvature;

thence along a 788.00 foot radius reverse curve to the right, arc length of 125.05 feet, central angle of  $09^{\circ}05'33''$ , chord bearing of South  $26^{\circ}12'52''$  East, and chord distance of 124.92 feet to a point on the easterly line of said plat Parcel 2;

thence along said easterly line, South  $01^{\circ}35'01''$  West, a distance of 235.23 feet to the southeast corner of said Parcel 2;

thence along the southerly line of said Parcel 2, North  $88^{\circ}24'59''$  West, a distance of 16.05 feet;

thence continuing along said line, on a 15.00 foot radius non-tangential curve, concave northwesterly, with a radius point bearing South  $85^{\circ}28'04''$  West, arc length of 23.89 feet, central angle of  $91^{\circ}15'24''$ , chord bearing of South  $41^{\circ}05'46''$  West, and chord distance of 21.44 feet;

thence continuing along said line, South  $86^{\circ}43'28''$  West, a distance of 237.49 feet;

thence continuing along said line, on a 10.00 foot radius tangential curve to the right, arc length of 14.06 feet, central angle of  $80^{\circ}32'26''$ , chord bearing of North  $53^{\circ}00'19''$  West, and chord distance of 12.93 feet;



EXHIBIT 1

thence continuing along said line, along a 568.00 foot radius reverse curve to the left, arc length of 2.42 feet, central angle of  $00^{\circ}14'37''$ , chord bearing of North  $12^{\circ}51'25''$  West, and chord distance of 2.42 feet;

thence continuing along said line, South  $77^{\circ}08'47''$  West, a distance of 31.36 feet to the southwest corner of said Parcel 2;

thence along the westerly line of said Parcel 2, on a 535.50 foot radius non-tangential curve, concave southwesterly, with a radius point bearing South  $77^{\circ}08'46''$  West, arc length of 187.86 feet, central angle of  $20^{\circ}06'00''$ , chord bearing of North  $22^{\circ}54'13''$  West, and chord distance of 186.90 feet;

thence continuing along said line, North  $32^{\circ}57'13''$  West, a distance of 117.17 feet to the POINT OF BEGINNING.

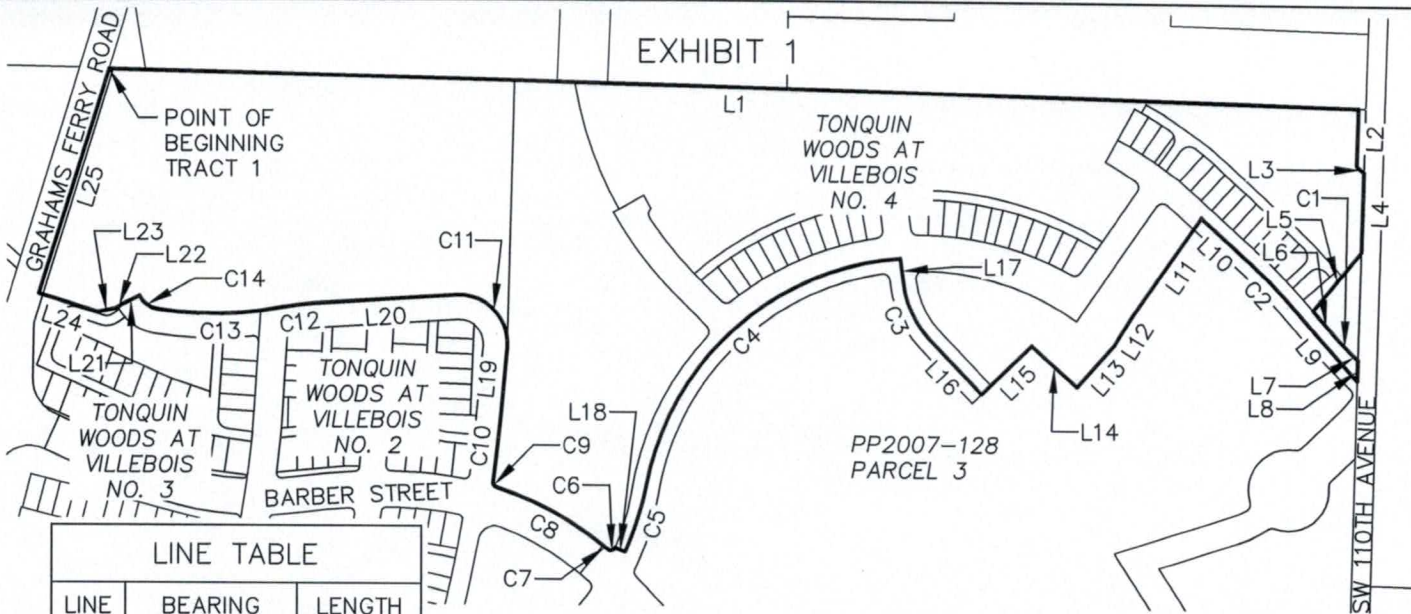
Containing 3.177 acres, more or less.

Basis of bearings per plat of "Tonquin Woods at Villebois No. 4", Clackamas County Plat Records.



RENEWS: 6/30/2015

EXHIBIT 1



LINE TABLE

LINE	BEARING	LENGTH
L1	S88°34'09"E	2620.14'
L2	S01°35'01"W	121.49'
L3	S48°58'59"E	20.07'
L4	S01°35'01"W	167.20'
L5	S39°14'35"W	159.81'
L6	S41°30'04"E	82.07'
L7	S45°46'32"E	22.16'
L8	S01°35'01"W	44.71'
L9	N41°30'04"W	226.09'
L10	N47°51'53"W	147.24'
L11	S34°32'15"W	255.92'
L12	S31°30'05"W	67.17'
L13	S41°14'03"W	118.86'
L14	N47°50'26"W	127.82'
L15	S45°36'51"W	146.27'
L16	N43°36'51"W	160.98'
L17	N07°28'09"W	53.01'
L18	N66°35'56"W	22.55'
L19	N05°17'16"E	138.59'
L20	S86°20'01"W	301.18'
L21	S63°37'58"W	39.50'
L22	S59°27'30"W	17.54'

LINE TABLE

LINE	BEARING	LENGTH
L23	S78°43'40"W	38.94'
L24	N72°29'33"W	128.85'
L25	N17°14'42"E	495.02'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	500.00'	35.55'	4°04'24"	35.54'	S43°44'19"E
C2	900.00'	99.96'	6°21'49"	99.91'	N44°40'59"W
C3	207.00'	128.16'	35°28'22"	126.12'	N25°12'21"W
C4	590.00'	767.06'	74°29'25"	714.17'	S48°11'50"W
C5	660.00'	148.55'	12°53'45"	148.23'	S17°23'57"W
C6	10.00'	18.58'	106°25'35"	16.02'	S76°36'50"W
C7	688.00'	12.99'	1°04'56"	12.99'	N50°42'51"W
C8	688.00'	255.82'	21°18'17"	254.35'	N61°54'27"W
C9	10.00'	14.07'	80°36'47"	12.94'	N32°15'13"W
C10	2967.00'	143.19'	2°45'54"	143.18'	N06°40'13"E
C11	101.00'	174.44'	98°57'16"	153.55'	N44°11'21"W
C12	510.00'	64.43'	7°14'19"	64.39'	S82°42'52"W
C13	770.00'	261.94'	19°29'28"	260.68'	S88°50'26"W
C14	51.50'	49.48'	55°03'47"	47.61'	N53°52'56"W



DRAWN BY: CLL DATE: 7/10/14  
 REVIEWED BY: TCJ DATE: 7/10/14  
 PROJECT NO.: 395-008  
 SCALE: 1"=400'  
 PAGE 6 OF 7



[T] 503-941-9484  
 [F] 503-941-9485



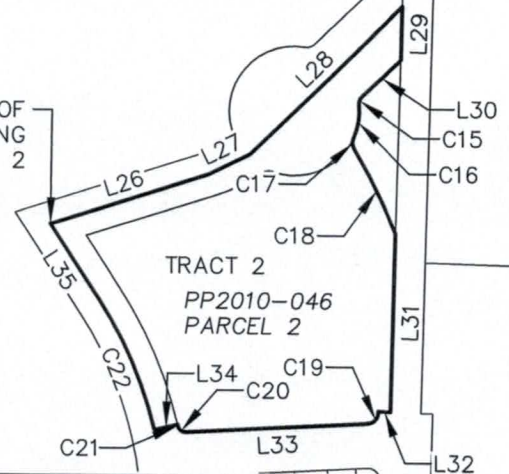
# EXHIBIT 1

TONQUIN  
WOODS AT  
VILLEBOIS  
NO. 4

PP2007-128  
PARCEL 3

LINE TABLE		
LINE	BEARING	LENGTH
L26	N72°02'29"E	217.00'
L27	N63°29'14"E	61.38'
L28	N45°34'29"E	278.00'
L29	S01°35'01"W	68.95'
L30	S46°43'10"W	69.57'
L31	S01°35'01"W	235.23'
L32	N88°24'59"W	16.05'
L33	S86°43'28"W	237.49'
L34	S77°08'47"W	31.36'
L35	N32°57'13"W	117.17'

POINT OF  
BEGINNING  
TRACT 2



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C15	15.00'	13.72'	52°24'38"	13.25'	S20°30'51"W
C16	85.00'	44.28'	29°50'47"	43.78'	S09°13'56"W
C17	15.00'	14.38'	54°54'58"	13.83'	S03°18'09"E
C18	788.00'	125.05'	9°05'33"	124.92'	S26°12'52"E
C19	15.00'	23.89'	91°15'24"	21.44'	S41°05'46"W
C20	10.00'	14.06'	80°32'26"	12.93'	N53°00'19"W
C21	568.00'	2.42'	0°14'37"	2.42'	N12°51'25"W
C22	535.50'	187.86'	20°06'00"	186.90'	N22°54'13"W

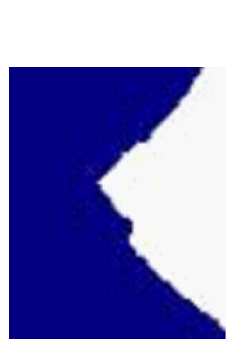


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 PROJECT NO.: 395-008  
 SCALE: 1"=250'  
 PAGE 7 OF 7



[T] 503-941-9484  
 [F] 503-941-9485





POLYGON NW COMPANY



OTTEN LANDSCAPE ARCHITECTS, INC.  
GEODESIGN, INC.

PDP 2N + PDP 4C  
VILLEBOIS

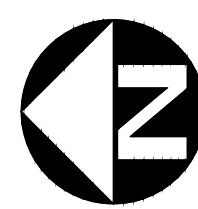
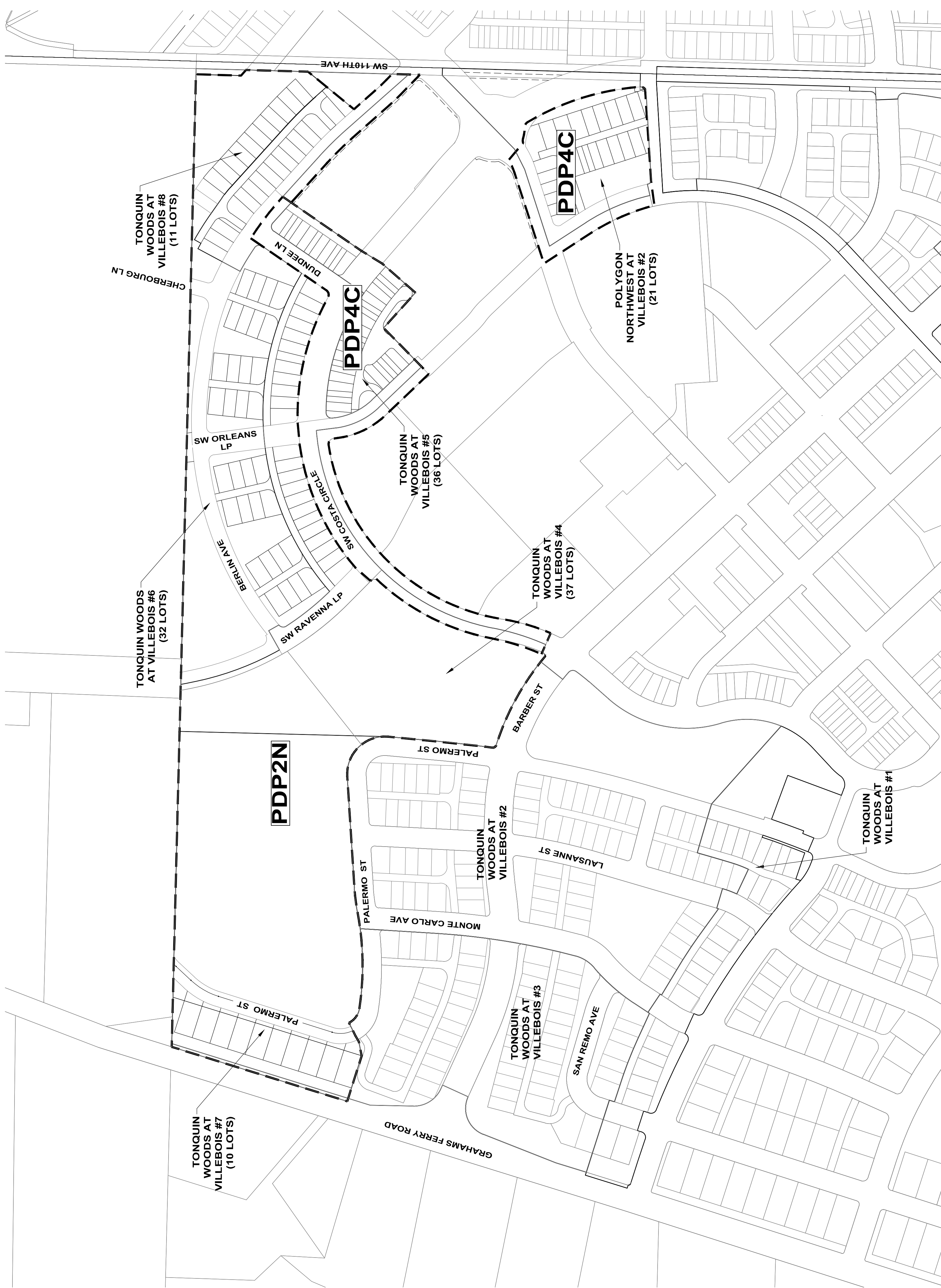
Development  
Agreement  
Exhibit

ZION  
PHASING PLAN

EX 2

LEGEND:

- P.D.P. LINE
- PLAT BOUNDARY LINE



SCALE  
0 75 150  
1 INCH = 150 FEET





POLYGON NW COMPANY



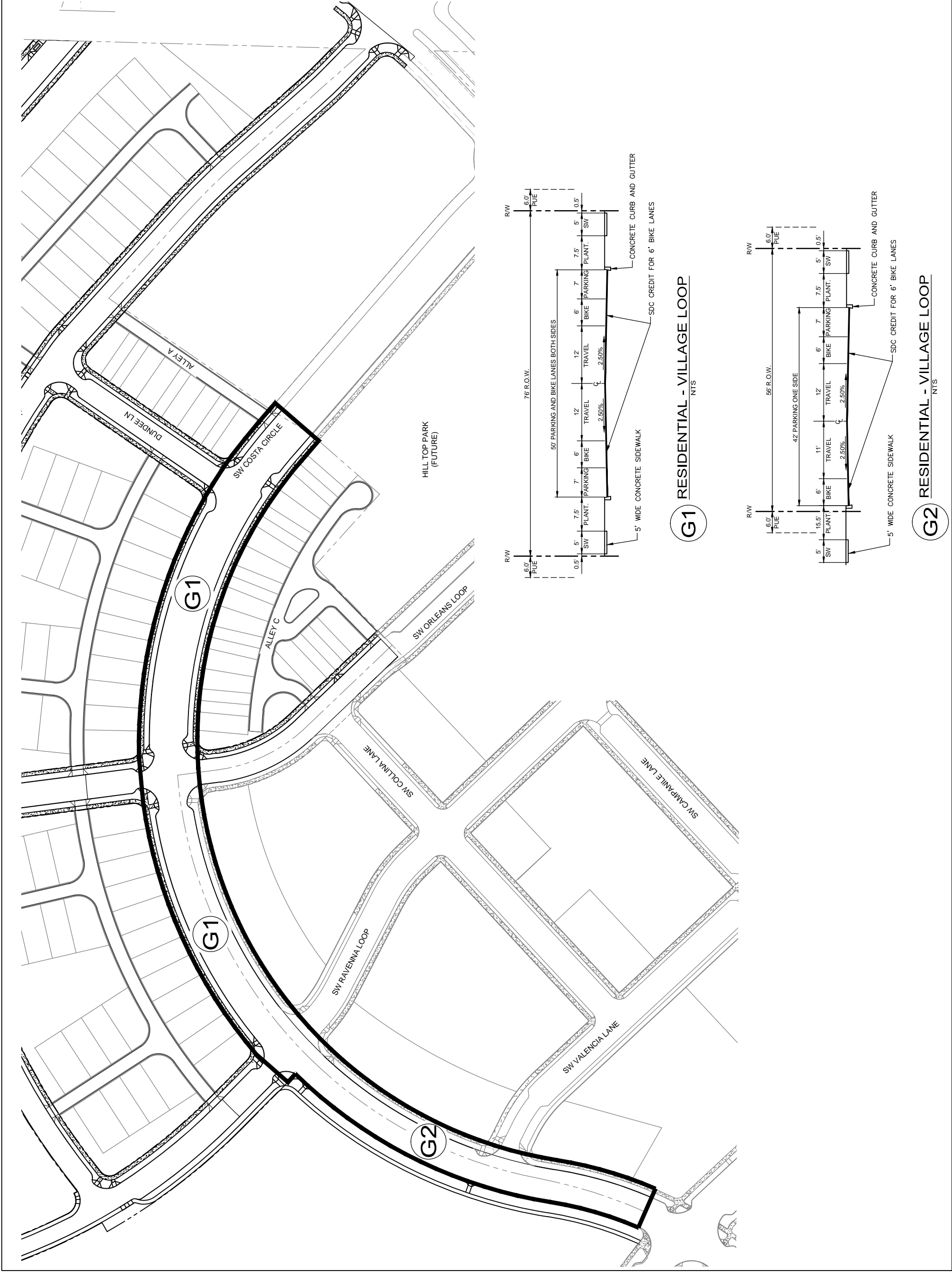
OTTEN LANDSCAPE ARCHITECTS, INC.  
GEODESIGN, INC.

PDP 2N  
VILLEBOIS

Development  
Agreement  
Exhibit

COSTA CIRCLE

EX 3



# Exhibit 4

## Construction Cost Estimate For Costa Circle West

JOB NAME: Tonquin Woods 6 & 7 at Villebois - PDP 2 North  
JOB NUMBER: 395-008B

SCHEDULE A - Road Construction	\$1,169,910
Soft Cost (24%)	<u>\$280,778</u>
Total Project Costs (Includes City Portion)	<u><u>\$1,450,688</u></u>
Polygon SDC Portion	\$70,420
Soft Cost	<u>\$16,901</u>
Total Polygon SDC Credit	<u><u>\$87,320</u></u>

PREPARED BY: JJK  
DATE: 25-Jun-14

**SCHEDULE OF PRICES**

**SCHEDULE A - Road Construction**  
JOB NO: 395-008B

**Construction Cost**

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	DOLLARS
			5% Total Cost for Mobilization, Traffic Control, Erosion Control,		
1	1	LS	Clearing, & Demolition	\$55,710.00	\$55,710.00
2	28000	CY	Excavation	\$5.00	\$140,000.00
3	7171	SY	Class "C" AC 4" Compacted Thickness (37,144 SF )	\$24.00	\$172,104.00
4	7856	SY	3/4"-0 Aggregate Base on 1 1/2"-0 Aggregate Base, 10" Total Compacted Thickness (37,872 SF) <sup>1</sup>	\$13.20	\$103,699.20
5	3002	LF	Curb and Gutter	\$10.00	\$30,020.00
6	3830	SF	Sidewalk	\$3.60	\$13,788.00
7	15	EA	Sidewalk Ramp with Truncated Domes	\$850.00	\$12,750.00
8	5	EA	Monument Box	\$260.00	\$1,300.00
9	1215	LF	6" PVC (ASTM D3034) Pipe w/Granular Backfill - Storm Lateral	\$24.00	\$29,160.00
10	303	LF	10" PVC (ASTM D3034) Pipe w/Granular Backfill - Storm Line	\$30.00	\$9,090.00
11	1619	LF	12" (ASTM D 3034) Pipe w/Granular Backfill - Storm Line	\$31.30	\$50,674.70
12	1	EA	Connect to Existing Storm Structure	\$900.00	\$900.00
13	15	EA	Standard Storm Manhole	\$1,774.00	\$26,610.00
14	4	EA	Catch Basin CG-30 - Public	\$1,238.00	\$4,952.00
15	5	EA	Bioretention Cell	\$1,200.00	\$6,000.00
16	1819	LF	4" PVC (ASTM D3034) Pipe w/Granular Backfill - Sanitary Lateral	\$23.00	\$41,837.00
17	1795	LF	8" PVC (ASTM D3034) Pipe w/Granular Backfill - Sanitary Line	\$39.00	\$70,005.00
18	12	EA	Standard Sanitary Manhole	\$1,800.00	\$21,600.00
19	1	EA	Connect To Existing Sanitary Structure	\$900.00	\$900.00
20	1733	LF	8" Ductile Iron Water Main w/Granular Backfill	\$50.00	\$86,650.00
21	1	EA	Connect to Existing Water Line	\$900.00	\$900.00
22	3	EA	Fire Hydrant Assembly (w/8"X6" flanged Tee & 6" Gate Valve)	\$4,000.00	\$12,000.00
23	39	EA	1" Single Water Service with 3/4" Meter	\$700.00	\$27,300.00
24	1430	LF	Striping	\$7.00	\$10,010.00
25	8	EA	Signs	\$1,600.00	\$12,800.00
26	36	EA	Street Tree	\$250.00	
27	23	EA	Street Light (Pole, Luminaire, Foundation (With Mast Arm))	\$4,500.00	\$103,500.00
28	1430	LF	Street Lighting Conduit & Trenching	\$20.00	\$28,600.00
29	1430	LF	Dry Utilities & Trenching	\$60.00	\$85,800.00
30	1	LS	Landscaping (0.15 Acre X \$75,000 per Acre)	\$11,250.00	\$11,250.00
			<b>TOTAL</b>		<b>\$1,169,909.90</b>

**Polygon SDC Credit**

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	DOLLARS
1	1893	SY	Bike Lane Class "C" AC 4" Compacted Thickness (6' Wide X 1,420' Long X 2 Lanes)	\$24.00	\$45,432.00
2	1893	CY	Bike Lane 3/4"-0 Aggregate Base on 1 1/2"-0 Aggregate Base, 10" Total Compacted Thickness (6' Wide X 1,420' Long X 2 Lanes) <sup>1</sup>	\$13.20	\$24,987.60
			<b>TOTAL</b>		<b>\$70,419.60</b>

**NOTES:**

1 10" Base Rock (1-1/2"-0) plus 2" Depth Aggregate Leveling Course (3/4"-0) = \$10.50 + \$2.30 = \$12.80.



POLYGON NW COMPANY



OTTEN LANDSCAPE ARCHITECTS, INC.  
GEODESIGN, INC.

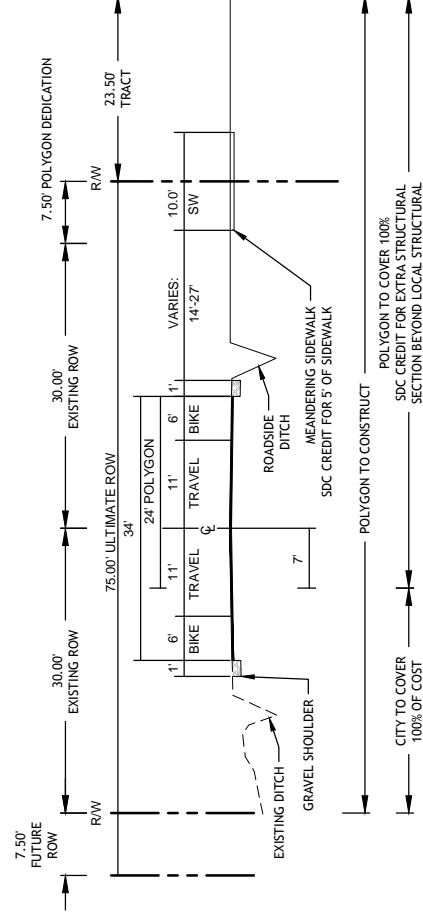
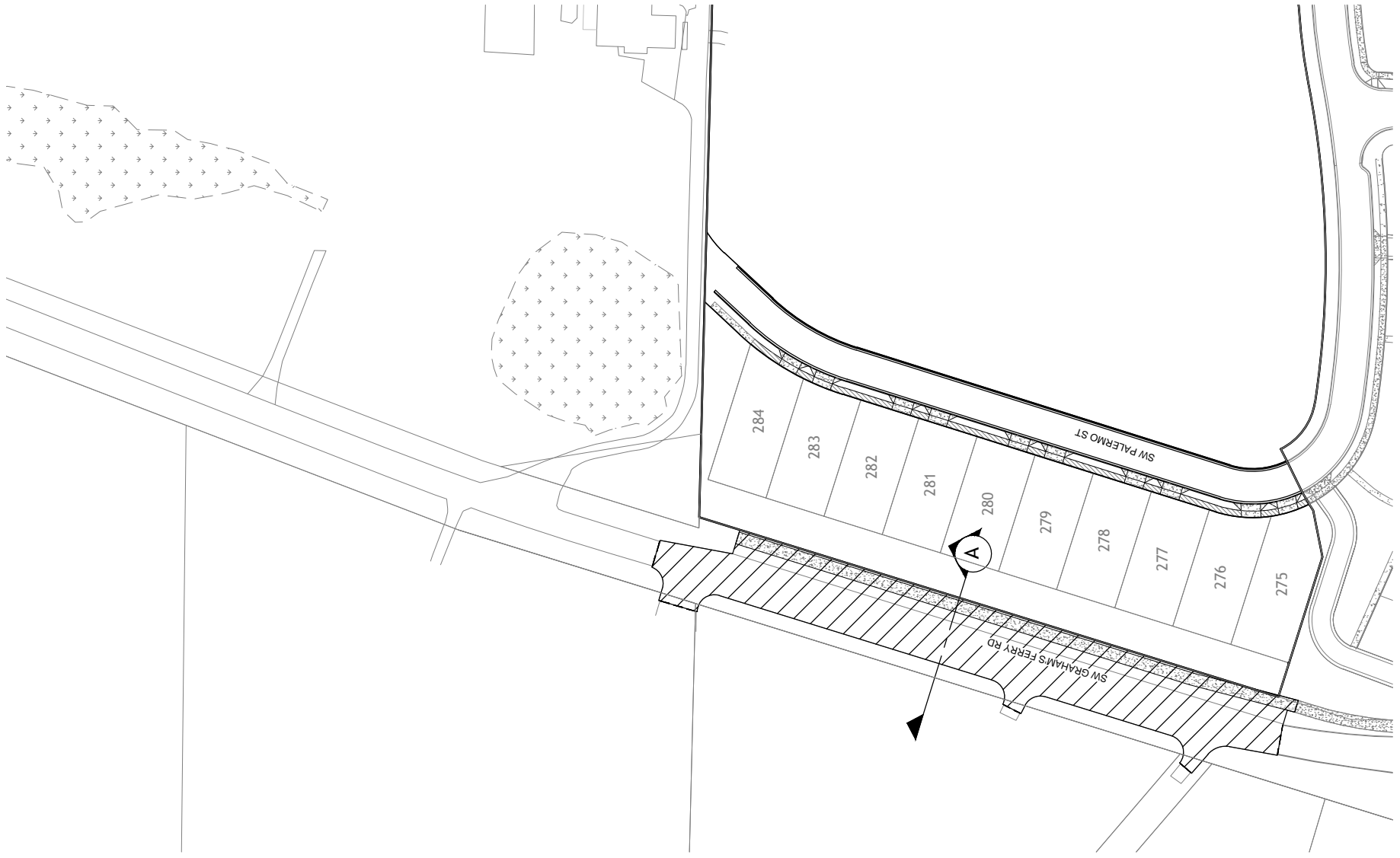
PDP 2N  
VILLEBOIS

Development  
Agreement  
Exhibit

GRAHAM'S FERRY  
ROAD PLAN

DATE 5/15/14

EX 5



**A** MINOR ARTERIAL - POLYGON PROJECT  
NTS

POLYGON TO COVER 100%  
SDC CREDIT FOR EXTRA STRUCTURAL  
SECTION BEYOND LOCAL STRUCTURAL  
SECTION



# Exhibit 6

## Construction Cost Estimate For Graham's Ferry Rd

JOB NAME: Tonquin Woods 6 & 7 at Villebois - PDP 2 North  
JOB NUMBER: 395-008B

SCHEDULE A - Road Construction	\$256,648
Soft Cost (24%)	\$61,595
<b>Total Project Costs</b>	<b>\$318,243</b>
City Portion	\$67,719
Soft Cost (24%)	\$16,252
<b>Total City Reimbursement</b>	<b>\$83,971</b>
Polygon SDC Portion	\$21,480
Soft Cost (24%)	\$5,155
<b>Total Polygon SDC Credit</b>	<b>\$26,635</b>

PREPARED BY: JJK  
DATE: 26-Jun-14

## SCHEDULE OF PRICES

SCHEDULE A - Road Construction  
JOB NO: 395-008B

### Construction Cost

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	DOLLARS
1	1	LS	5% Total Cost for Mobilization, Traffic Control, Erosion Control, Clearing, & Demolition	\$12,221.00	\$12,221.00
2	1320	SY	Mill Existing Asphalt Surfacing In Place, Stockpile On Site (22' Wide X 540' Long)	\$5.00	\$6,600.00
3	500	CY	Excavation (Estimate Based On Last Portion of Grhamas Ferry Road Construction)	\$5.00	\$2,500.00
4	2241	SY	Class "C" AC 5" Compacted Thickness (20,170 SF)	\$22.00	\$49,302.00
5	2241	SY	3/4"-0 Aggregate Base on 1 1/2"-0 Aggregate Base, 12" Total Compacted Thickness (20,170 SF) <sup>1</sup>	\$12.80	\$28,684.80
6	1080	LF	12" wide X 14" thick Gravel Shoulder (540' Long X 2 Sides)	\$1.50	\$1,620.00
7	5400	SF	Sidewalk (10' Wide X 540' Long)	\$3.60	\$19,440.00
8	1080	LF	Striping (540' Long X 2 Sides)	\$7.00	\$7,560.00
9	4	EA	Signs	\$130.00	\$520.00
10	10	EA	Street Light (Pole, Luminaire, Foundation (With Mast Arm))	\$4,500.00	\$45,000.00
11	540	LF	Street Lighting Conduit & Trenching (1 Side)	\$20.00	\$10,800.00
12	540	LF	Dry Utilites & Trenching (1 Side)	\$60.00	\$32,400.00
13	1	LS	Landscaping (0.25 Acre X \$75,000 per Acre)	\$40,000.00	\$40,000.00
<b>TOTAL</b>					<b>\$256,647.80</b>

### City Reimbursement

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	DOLLARS
1	1	LS	5% Total Cost for Mobilization, Traffic Control, Erosion Control, Clearing, & Demolition	\$3,225.00	\$3,225.00
2	757	SY	Class "C" AC 5" Compacted Thickness (6,811 SF)	\$22.00	\$16,654.00
3	757	SY	3/4"-0 Aggregate Base on 1 1/2"-0 Aggregate Base, 12" Total Compacted Thickness (6,811) <sup>1</sup>	\$12.80	\$9,689.60
4	540	LF	12" wide X 14" thick Gravel Shoulder (1 Side)	\$1.50	\$810.00
6	540	LF	Striping( 1 Side)	\$7.00	\$3,780.00
7	2	EA	Signs	\$130.00	\$260.00
8	5	EA	Street Light (Pole, Luminaire, Foundation (With Mast Arm))	\$4,500.00	\$22,500.00
9	540	LF	Street Lighting Conduit & Trenching (1 Side)	\$20.00	\$10,800.00
<b>TOTAL</b>					<b>\$67,718.60</b>

### Polygon SDC Credit

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	DOLLARS
1	1470	SY	Extra AC - Class "C" AC 1" Compacted Thickness (24.5' Wide X 540' Long) (100%) <sup>2</sup>	\$5.00	\$7,350.00
2	1470	SY	Extra Agg Base - 3/4"-0 Aggregate Base on 1 1/2"-0 Aggregate Base, 2" Total Compacted Thickness (24.5' Wide X 540' Long) <sup>3</sup> (100%)	\$3.00	\$4,410.00
3	2700	SF	Sidewalk (5' Wide X 540' Long)	\$3.60	\$9,720.00
<b>TOTAL</b>					<b>\$21,480.00</b>

### NOTES:

- 1 10" Base Rock (1-1/2"-0) plus 2" Depth Aggregate Leveling Course (3/4"-0) = \$10.50 + \$2.30 = \$12.80.
- 2 Grahams Ferry section calls for 5" AC, typical residential street section calls for 4" AC, 1" Extra AC
- 3 Grahams Ferry section calls for 12" agg base, typical residential street section calls for 10" agg base, 2" Extra agg base





POLYGON NW COMPANY

OITEN LANDSCAPE ARCHITECTS, INC.  
GEODESIGN, INC.

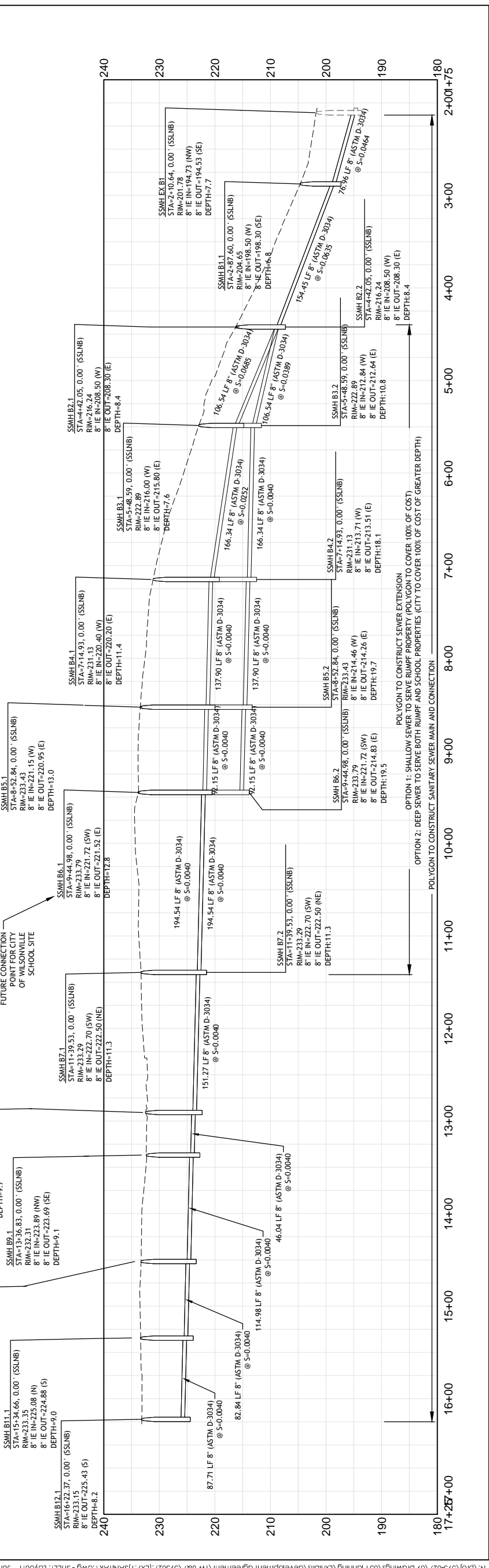
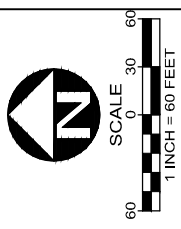
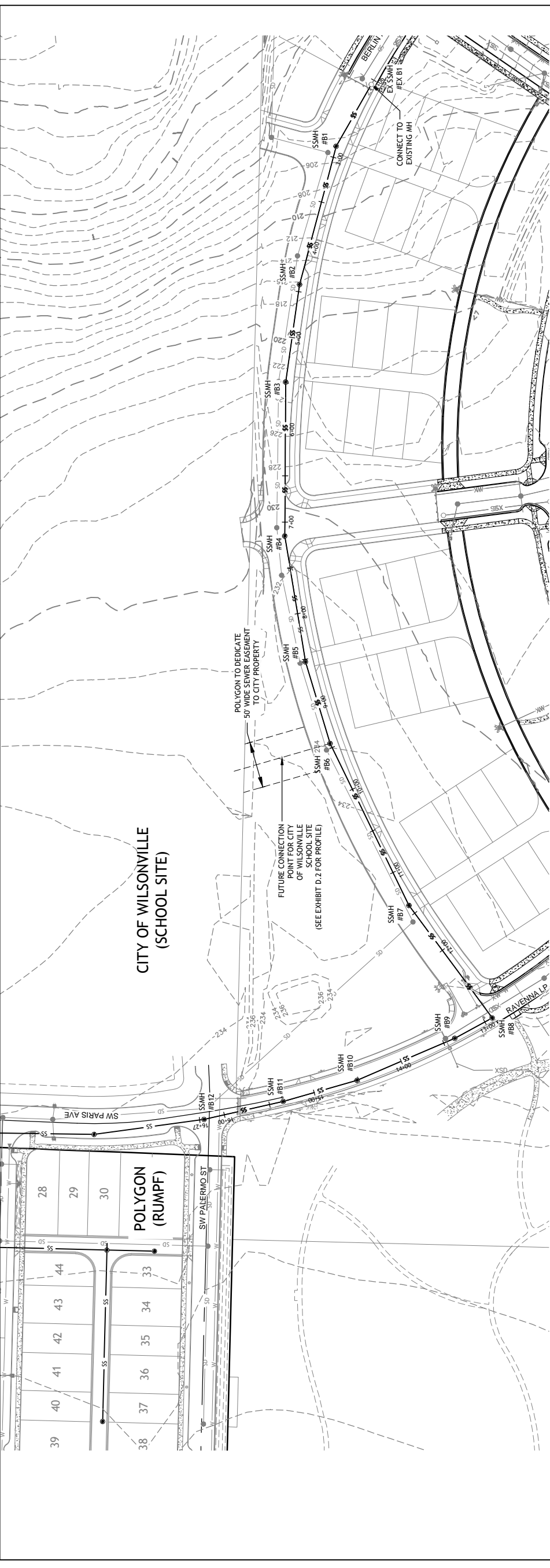
PDP 2N  
VILLEBOIS

Development  
Agreement  
Exhibit

SANITARY SEWER  
CONNECTION  
PLAN & PROFILE

DATE 3/5/14

EX 7







POLYGON NW COMPANY



OTTEN LANDSCAPE ARCHITECTS, INC.  
GEODESIGN, INC.

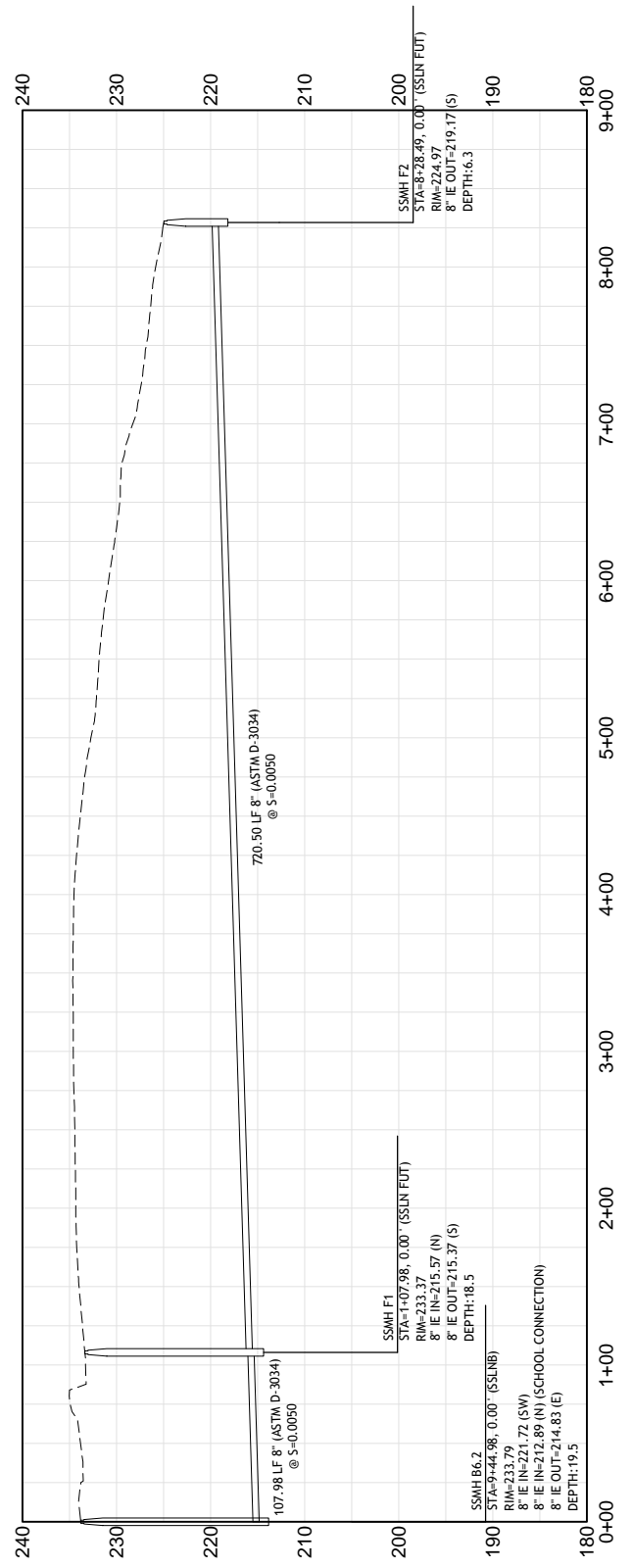
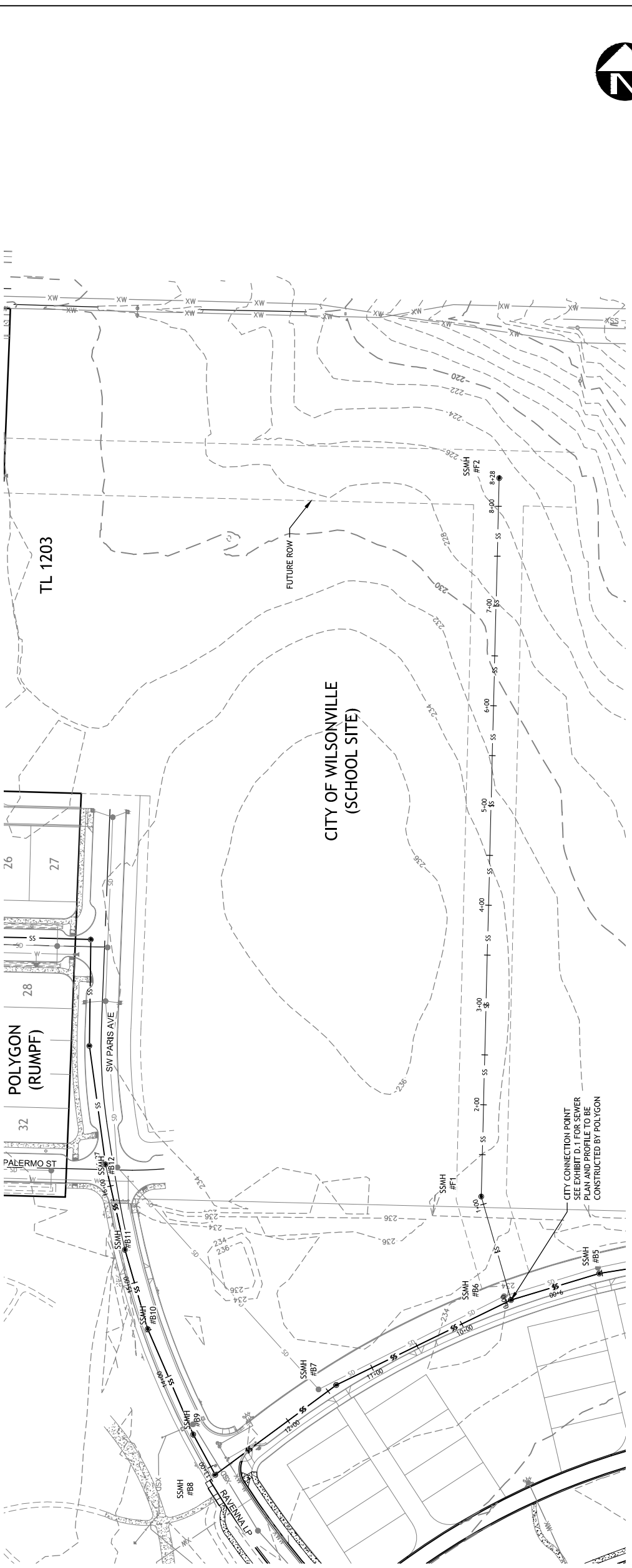
PDP 2N  
VILLEBOIS

Development  
Agreement  
Exhibit

SANITARY SEWER  
CONNECTION  
PLAN & PROFILE

DATE 3/5/14

EX 7



# Exhibit 8

## Construction Cost Estimate For Sanitary Sewer Extra Depth Reimbursement

JOB NAME: Tonquin Woods 6 & 7 at Villebois - PDP 2 North  
JOB NUMBER: 395-008B

SCHEDULE A - Shallow Sanitary Construction Cost	\$69,133
SCHEDULE B - Deep Sanitary Construction Cost	<u>\$81,372</u>
City Extra Depth Construction Cost (Deep Cost minus Shallow Cost)	\$12,239
Soft Cost (24%)	<u>\$2,937</u>
City Reimbursement for Extra Depth Sewer	<u><u>\$15,176</u></u>

PREPARED BY: JJK  
DATE: 15-Apr-14

## SCHEDULE OF PRICES

SCHEDULE A - Shallow Sanitary Construction Cost  
JOB NO: 395-008B

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	DOLLARS
			5% Total Cost for Mobilization, Traffic Control, Erosion Control,		
1	1	LS	Clearing & Demolition	\$3,292.00	\$3,292.00
2	1413	LF	8" PVC (ASTM D-3034) w/ Granular Backfill (Ave10' Depth)	\$28.00	\$39,564.00
3	12	EA	48" Dia. Standard Manhole	\$1,774.00	\$21,288.00
4	1	EA	Connect To Ex. Sanitary Line	\$750.00	\$750.00
5	1413	LF	TV & Deflection Testing	\$3.00	\$4,239.00
				<b>TOTAL</b>	<b>\$69,133.00</b>

## SCHEDULE OF PRICES

SCHEDULE A - Deep Sanitary Construction Cost  
JOB NO: 395-008B

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	DOLLARS
			5% Total Cost for Mobilization, Traffic Control Erosion Control,		
1	1	LS	Clearing & Demolition	\$3,875.00	\$3,875.00
2	910	LF	8" PVC (ASTM D-3034) w/ Granular Backfill (Ave 10' Depth)	\$28.00	\$25,480.00
3	503	LF	8" PVC (ASTM D3034) w/ Granular Backfill (Ave 18' Depth)	\$40.00	\$20,120.00
4	1	EA	Inside Drop Structure	\$700.00	\$700.00
5	8	EA	48" Dia. Standard Manhole	\$1,776.00	\$14,208.00
6	4	EA	48" Dia. Deep Manhole	\$3,000.00	\$12,000.00
7	1	EA	Connect To Ex. Sanitary Line	\$750.00	\$750.00
8	1413	LF	TV & Deflection Testing	\$3.00	\$4,239.00
				<b>TOTAL</b>	<b>\$81,372.00</b>



POLYGON NW COMPANY



OITEN LANDSCAPE ARCHITECTS, INC.  
GEODESIGN, INC.

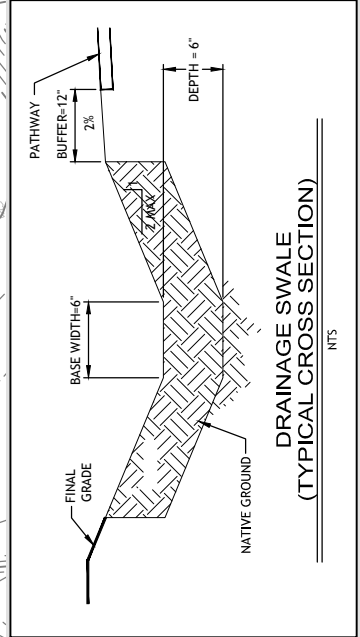
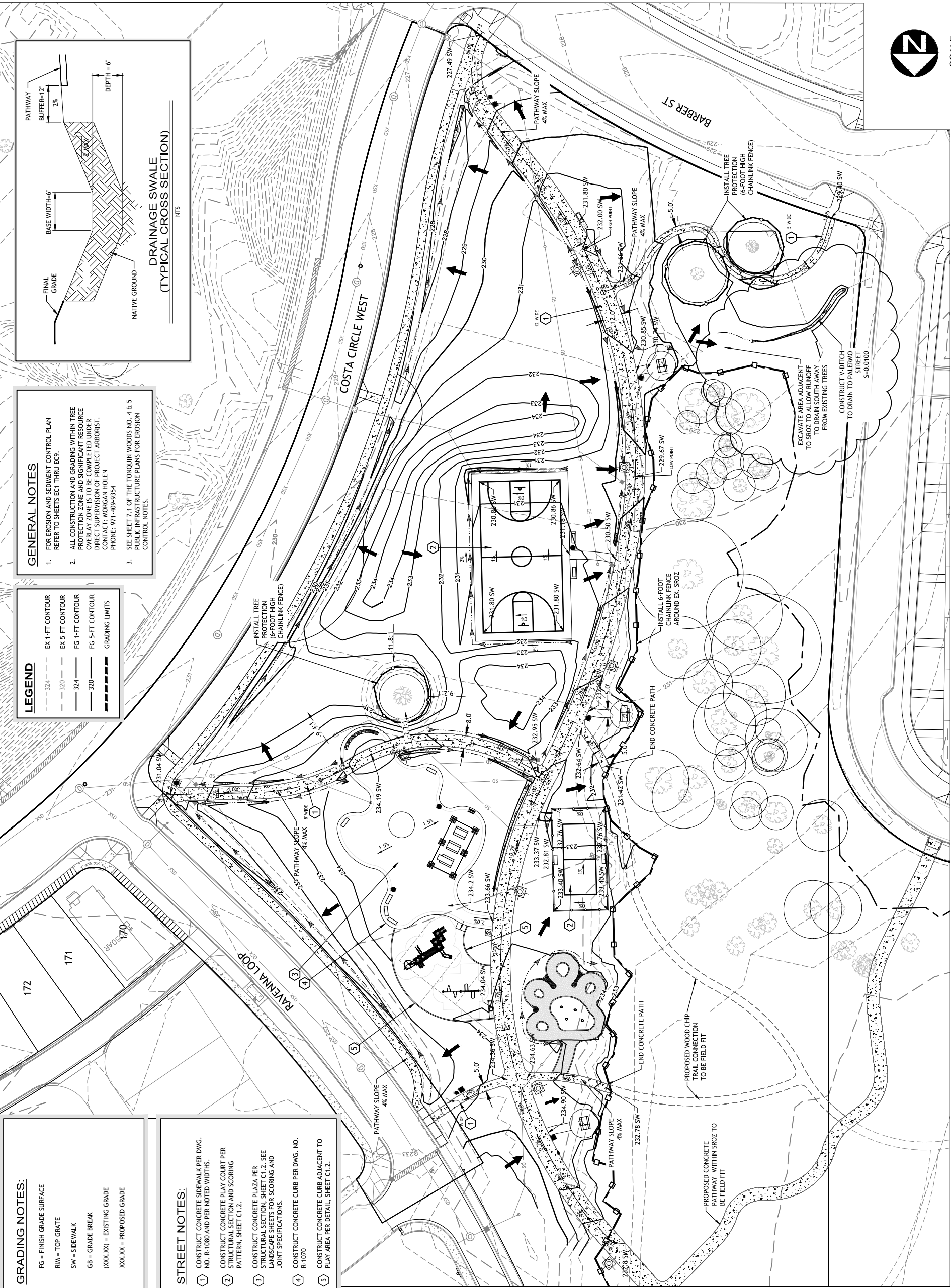
PDP 2N  
VILLEBOIS

Development  
Agreement  
Exhibit

RP4 SITE PLAN

DATE 5/15/14

EX 9



**GENERAL NOTES**

- FOR EROSION AND SEDIMENT CONTROL PLAN REFER TO SHEETS ECT THRU ECV.
- ALL CONSTRUCTION AND GRADING WITHIN TREE PROTECTION ZONE AND SIGNIFICANT RESOURCE OVERLAY ZONE IS TO BE COMPLETED UNDER DIRECT SUPERVISION OF PROJECT ARBORIST. CONTACT: MORGAN HOLLEN, PHONE: 971-409-9354
- SEE SHEET 7.1 OF THE TONOQUIN WOODS NO. 4 & 5 PUBLIC INFRASTRUCTURE PLANS FOR EROSION CONTROL NOTES.

**LEGEND**

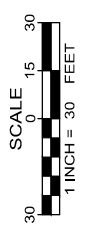
--- 324 ---	EX 1-FIT CONTOUR
--- 320 ---	EX 5-FIT CONTOUR
--- 324 ---	FG 1-FIT CONTOUR
--- 320 ---	FG 5-FIT CONTOUR
---	GRADING LIMITS

**GRADING NOTES:**

FG = FINISH GRADE SURFACE  
 RM = TOP GRATE  
 SW = SIDEWALK  
 GB = GRADE BREAK  
 (XXX.XX) = EXISTING GRADE  
 XXX.XX = PROPOSED GRADE

**STREET NOTES:**

- CONSTRUCT CONCRETE SIDEWALK PER DWG. NO. R-1080 AND PER NOTED WIDTHS.
- CONSTRUCT CONCRETE PLAY COURT PER STRUCTURAL SECTION AND SCORING PATTERN, SHEET C1.2.
- CONSTRUCT CONCRETE PLAZA PER STRUCTURAL SECTION, SHEET C1.2. SEE LANDSCAPE SHEETS FOR SCORING AND JOINT SPECIFICATIONS.
- CONSTRUCT CONCRETE CURB PER DWG. NO. R-1070
- CONSTRUCT CONCRETE CURB ADJACENT TO PLAY AREA PER DETAIL, SHEET C1.2.







POLYGON NW COMPANY



OITEN LANDSCAPE ARCHITECTS, INC.  
GEODESIGN, INC.

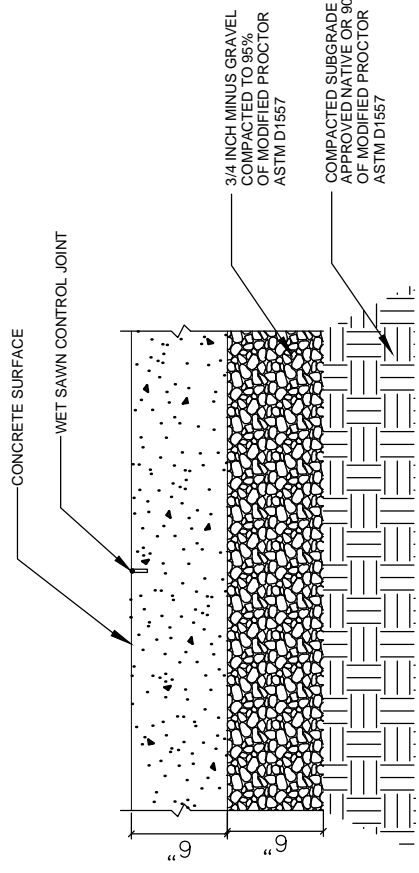
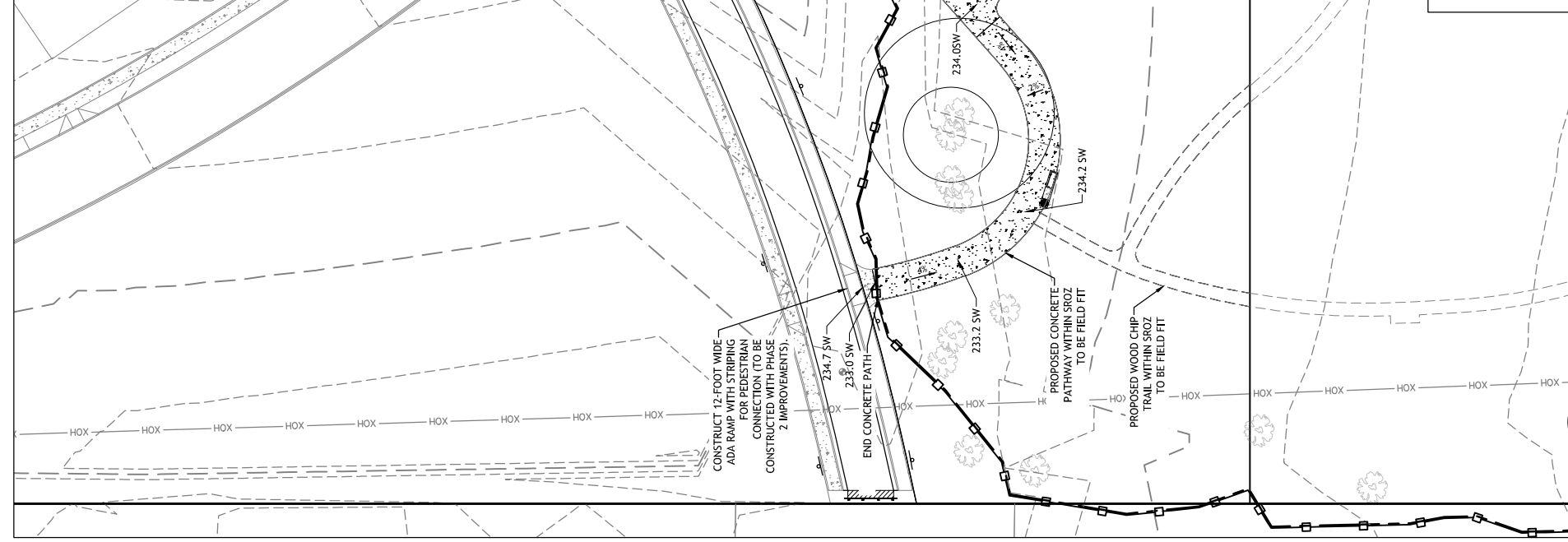
PDP 2N  
VILLEBOIS

Development  
Agreement  
Exhibit

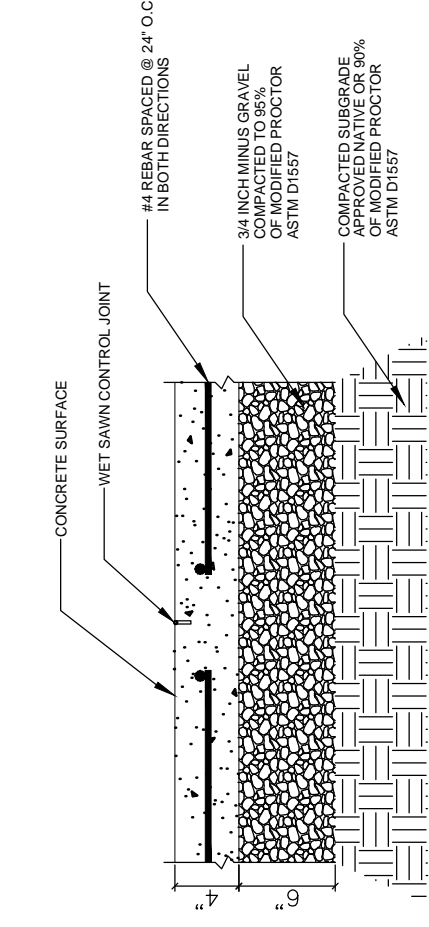
RP4 SITE PLAN

DATE 5/15/14

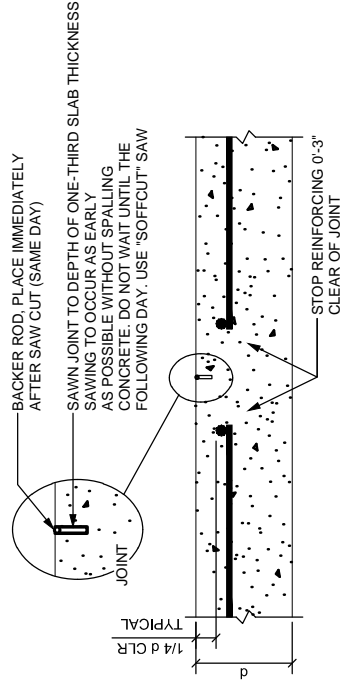
EX 9



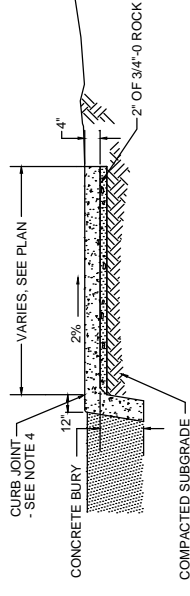
PLAZA CONCRETE SECTION



SPORT COURT CONCRETE SECTION



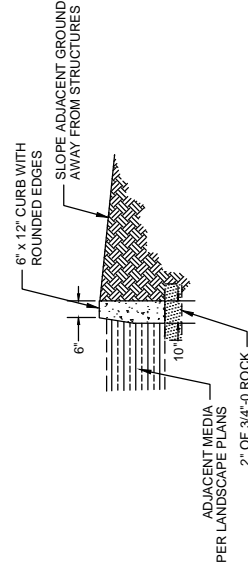
WET SAWN CONTROL JOINT



SIDEWALK ADJACENT TO FACILITY

NOTES:

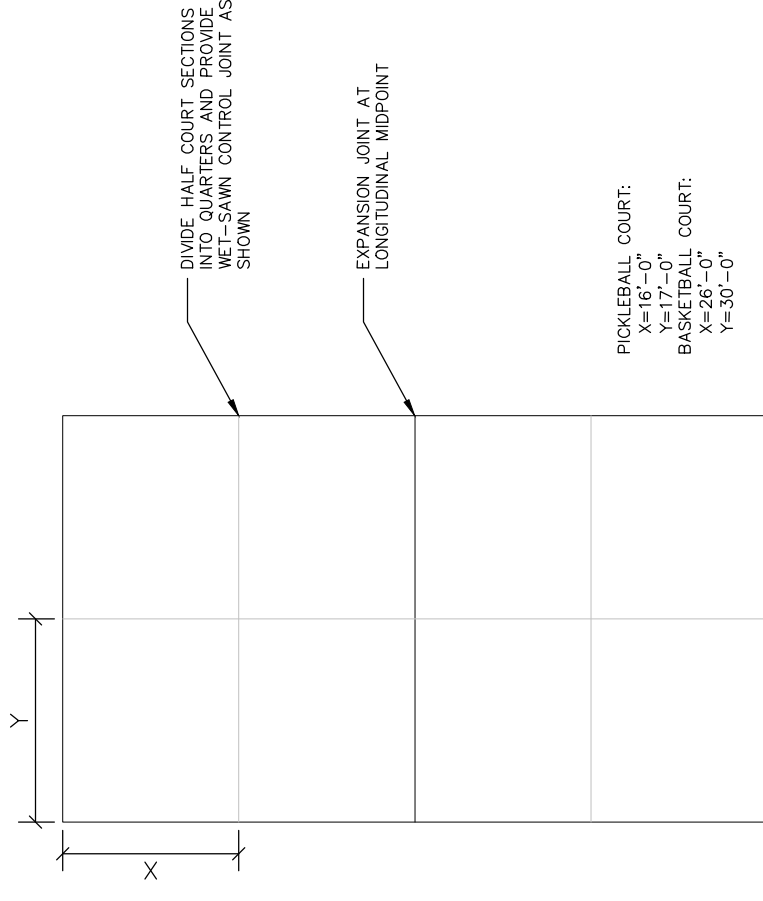
1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS, SLUMP RANGE OF 1 1/2 TO 3-INCHES.
2. SIDEWALK PANELS SHALL BE SQUARE WITH THEIR LENGTH EQUAL TO THE SIDEWALK'S WIDTH.
3. EXPANSION JOINTS TO BE PLACED AT SIDEWALK RAMPS AND/OR AT POINTS OF TANGENCY AND AT SPACING NOT TO EXCEED 45 FEET.
4. THE JOINT BETWEEN THE WALK AND THE CONCRETE BURY SHALL BE TROWELED WITH A MINIMUM 1/2-INCH RADIUS.
5. SIDEWALK SHALL HAVE A MINIMUM THICKNESS OF 4-INCHES.
6. FINISH WITH BROOM AND EDGE ALL JOINTS.



CURB ADJACENT TO FACILITY

CURB NOTES:

1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS, SLUMP RANGE OF 1 1/2 TO 3-INCHES.
2. KNIFE JOINTS TO BE PLACED AT ALL CHANGES OF DIRECTION, POINTS OF CURVATURE, AND AT SPACING NOT TO EXCEED 20 FEET.
3. CRUSHED BASE ROCK TO BE COMPACTED TO 95% OF MODIFIED PROCTOR ASTM 1557
4. SUBGRADE TO BE COMPACTED TO 90% OF MODIFIED PROCTOR ASTM 1557 OR NATIVE GROUND



PICKLEBALL COURT:

X=16'-0"  
Y=17'-0"

BASKETBALL COURT:

X=26'-0"  
Y=30'-0"

SPORT COURT CONTROL JOINT DETAIL  
NOT TO SCALE

## Exhibit 10

<b>Adendum No. 1 - Regional Park 4<sup>1</sup></b>		
West Hills portion	119,333.50	30.38%
Costa Pacific portion	119,333.50	30.38%
City Portion (SDC credits used)	154,100.00	39.23%
<b>Original Cost</b>	<b>392,767.00</b>	

<sup>1</sup> extracted from Exhibit 1, Resolution No. 2005

<b>Adendum No. 5 - Regional Park 4<sup>2</sup></b>		
Polygon portion	223,267.19	30.38%
Costa Pacific portion, to be paid by City or the URA with offsetting deduction in Village Center URA contributions)	223,267.19	30.38%
City Portion (SDC credits used)	288,313.62	39.23%
<b>Actual Cost</b>	<b>734,848.00</b>	

<sup>2</sup> based on updated RP 4 cost herein, and same methodology from Section 1.1 - RP-3 Construction, Resolution No. 2330

# Exhibit 10

## Construction Cost Estimate For Regional Park 4

JOB NAME: Tonquin Woods 6 & 7 at Villebois - PDP 2 North  
JOB NUMBER: 395-008B

NEI Original Contract	\$133,225
NEI Change Order #1	\$228,710
Tuefel Landscape	\$152,105
HD Fowler	\$754
Equipment List	\$130,000

**Total Construction Cost** \$644,794

Pacific Community Design	\$28,854
Ottent Landscaping	\$10,200
Plan Check & Permits	\$10,000
Polygon Construction Management	\$41,000

**Total Soft Cost** \$90,054

**Total Project Costs** \$734,848

PREPARED BY: JJK  
DATE: 25-Jun-14





POLYGON NW COMPANY



OTTEN LANDSCAPE ARCHITECTS, INC.  
GEODESIGN, INC.

PDP 2N  
VILLEBOIS

Development  
Agreement  
Exhibit

RPS DEDICATION

EX 11

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C7	732.00'	918.97'	71°55'50"
C7	732.00'	918.97'	71°55'50"
C8	748.50'	150.04'	11°28'11"
C9	15.00'	21.97'	83°55'12"
C10	795.00'	224.22'	16°09'34"
C12	872.50'	92.09'	6°02'50"
C13	872.50'	10.00'	0°39'24"
C14	872.50'	10.00'	0°39'24"
C15	872.50'	263.41'	17°17'53"
C16	872.50'	10.00'	0°39'24"
C17	872.50'	10.00'	0°39'24"
C18	872.50'	90.63'	5°57'06"
C19	15.00'	23.49'	89°43'23"
C20	1136.00'	50.67'	2°33'19"
C21	763.00'	181.84'	13°39'16"
C22	19.00'	31.13'	93°52'11"
C23	24.00'	3.66'	8°44'15"
C24	913.00'	509.36'	31°57'55"
C25	913.00'	78.08'	4°54'00"
C26	732.00'	29.56'	21°8'48"
C27	732.00'	29.51'	21°8'35"
C28	732.00'	17.10'	1°20'19"
C29	732.00'	51.17'	4°00'18"
C30	732.00'	31.89'	2°29'47"
C31	732.00'	30.30'	10.00'
C32	732.00'	53.12'	4°09'29"
C33	732.00'	61.44'	4°48'32"
C34	732.00'	52.05'	4°04'22"
C35	732.00'	31.12'	2°26'09"
C36	732.00'	31.03'	2°25'44"
C37	732.00'	52.16'	4°04'57"
C38	732.00'	17.60'	1°22'39"
C39	22.00'	33.58'	87°28'58"
C40	22.00'	33.67'	87°41'09"
C41	22.00'	32.80'	88°25'48"
C42	22.00'	34.44'	89°42'07"
C43	1152.00'	54.79'	2°43'31"
C44	779.00'	231.69'	17°02'28"
C45	900.00'	585.21'	37°15'21"
C46	779.00'	204.82'	15°03'51"
C47	749.50'	10.02'	0°45'58"
C48	722.00'	422.45'	33°31'27"
C49	1136.00'	9.42'	0°28'31"
C52	15.00'	25.19'	96°14'10"
C53	872.50'	109.14'	7°10'03"
C54	872.50'	10.00'	0°39'25"
C55	872.50'	10.00'	0°39'24"
C56	872.50'	14.52'	0°57'12"
C57	732.00'	2.993 SF	2°24'20"
C58	732.00'	52.54'	4°06'45"
C59	732.00'	17.02'	58°75'21.5"
C60	22.00'	33.26'	86°37'54"
C61	22.00'	33.98'	88°30'10"
C62	22.00'	34.05'	88°40'11"
C63	22.00'	33.20'	86°27'52"
C64	732.00'	423.61'	33°36'59"
C65	900.00'	197.48'	12°34'19"
C66	700.00'	158.64'	12°59'06"
C67	732.00'	31.43'	2°27'36"
C68	732.00'	30.73'	2°24'20"
C69	732.00'	52.54'	4°06'45"
C70	732.00'	30.73'	2°24'20"
C71	732.00'	51.61'	4°02'23"
C72	732.00'	51.68'	4°02'43"
C73	732.00'	31.43'	2°27'36"
C74	732.00'	30.73'	2°24'20"
C75	732.00'	52.54'	4°06'45"
C76	732.00'	17.02'	58°75'21.5"
C77	22.00'	33.26'	86°37'54"
C78	22.00'	33.98'	88°30'10"
C79	22.00'	34.05'	88°40'11"
C80	22.00'	33.20'	86°27'52"
C81	732.00'	423.61'	33°36'59"
C82	900.00'	197.48'	12°34'19"
C83	700.00'	158.64'	12°59'06"
C84	732.00'	31.43'	2°27'36"
C85	732.00'	30.73'	2°24'20"
C86	732.00'	52.54'	4°06'45"
C87	732.00'	30.73'	2°24'20"
C88	732.00'	51.61'	4°02'23"
C89	732.00'	51.68'	4°02'43"
C90	732.00'	31.43'	2°27'36"
C91	732.00'	30.73'	2°24'20"
C92	732.00'	52.54'	4°06'45"
C93	732.00'	17.02'	58°75'21.5"
C94	22.00'	33.26'	86°37'54"
C95	22.00'	33.98'	88°30'10"
C96	22.00'	34.05'	88°40'11"
C97	22.00'	33.20'	86°27'52"
C98	732.00'	423.61'	33°36'59"
C99	900.00'	197.48'	12°34'19"
C100	700.00'	158.64'	12°59'06"

