

**ACCORD AGREEMENT FOR REGIONAL PARK 5 BETWEEN
THE CITY OF WILSONVILLE, THE URBAN RENEWAL AGENCY,
AND POLYGON NORTHWEST COMPANY, LLC**

WHEREAS, the Development Agreement of May 24, 2004, between the City of Wilsonville (City), the Urban Renewal Agency of the City of Wilsonville (URA), and Villebois LLC, et al. (Developer), was amended by Addendum No. 5 to the Development Agreement, which applied only to the City, the URA, and Polygon Northwest Company L.L.C. (Polygon), and which provides as follows:

“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.**” (Exhibit 11 omitted.); and

WHEREAS, the term “Polygon” in Addendum 5 and in this Accord Agreement refers to Polygon Northwest Company, L.L.C., Polygon at Villebois III, L.L.C., Polygon WLH LLC, or other affiliates of Polygon Northwest Company, L.L.C., as the context requires; and

WHEREAS, since the parties were in good faith making progress in reaching an accord and there were several items identified in the above Section 6, Regional Park 5 (RP 5), of Addendum 5 that would need a longer time period to accomplish than the target date of December 1, 2014; therefore, it was orally agreed to extend the date to the spring/summer of 2016; and

WHEREAS, the Chang family has executed an easement for the purposes of constructing RP 5 over the portions of lands it owns, with certain conditions the parties hereto are in agreement with, and which easement has been recorded in Clackamas County Deed Records, No. _____, on _____, 2016; and

WHEREAS, the Chang family has further caused their property, including that over which they provided the aforementioned easement, to be annexed into the City of Wilsonville, thereby eliminating the need for partitioning under Clackamas County regulations; and

WHEREAS, Polygon has secured development permits for Villebois Tonquin Woods Phases 4 and 5 (73 lots), for Villebois Tonquin Woods Phases 6 and 7 (42 lots), and has received approval for the design and development of RP 5, which has been named Trocadero Park, but shall be referred to herein as RP 5. A copy of the approved site plan for RP 5 is marked **Exhibit 1**, attached hereto and incorporated by reference as if fully set forth herein; and

WHEREAS, the aforementioned Addendum 5 also provides for a sharing of costs for the development of Regional Park 4 (RP 4) and to reimburse a portion of Parks SDC charges as creditable from lot development of Villebois Tonquin Woods Phases 4, 5, 6, and 7, up to a capped amount of \$313,920; and

WHEREAS, Polygon has entered into a Purchase and Sale Agreement with the URA to purchase an approximately 10-acre site, commonly referred to as the old school site, which site encompassed the City's portion of the site for RP 5. The purchase and sale is set to close no later than May 9, 2016, at which time Polygon will have acquired the City's portion of RP 5; and

WHEREAS, Polygon has a development application to develop the old school site and an adjacent site, formerly owned by the Nims family, together with an annexation request for the Nims' property, with the two properties totaling 63 lots and to be known together as Calais East, which is recommended for approval / has been approved with conditions to participate in the development of RP 5, at the February 8, 2016 Development Review Board; and

WHEREAS, Polygon has further advised it will be seeking subdivision approval for Tonquin Woods, Phase 9, consisting of 12 lots, which will be part of the HOA to maintain RP 5 and whose lots will also be subject to Parks SDCs; and

WHEREAS, Polygon, through its ownership, its purchase agreement with the URA, and the Changs' easement, is or will be in control of all the parcel tracts necessary to construct RP 5 and intends to do so in the summer of 2016, subject to the provisions of this Accord Agreement; and

WHEREAS, the legal description for the Polygon parcel is marked as **Exhibit 2**, the legal description of the URA parcel Polygon is purchasing is marked as **Exhibit 3**, the easement the Changs have provided is over two tax lots and is marked as **Exhibits 4 and 5**, and Exhibits 2 through 5 are attached hereto and incorporated by reference as if fully set forth herein.

NOW, THEREFORE, based on the consideration and mutual agreements set forth herein, the parties agree as follows:

1. The above recitals are incorporated as if fully set forth herein, representing the parties' understanding and intent upon which this Accord Agreement is premised.
2. The parties acknowledge that when Polygon acquires the school site and the Nims property, Polygon will undertake the responsibility of constructing Regional Park 5, as shown in **Exhibit 1**

and described in **Exhibits 2 - 5**, incorporated by reference herein, and the following terms and conditions are agreed to:

2.1. Construction of RP 5.

2.1.1. Current Estimate To Be Used. Polygon estimates the hard cost of construction of RP 5 to be \$627,265, which the City shall review and determine reasonableness in accordance with Section 2.4.3, below. See estimates set forth in **Exhibit 6**, attached hereto and incorporated by reference herein. Out of this estimated amount, the City's estimated share for hard construction cost for extra capacity is \$382,632, together with 24% for soft costs (\$91,832), as set forth in Section 2.4.1 below, which total is \$474,464. Polygon's per lot Parks SDC charge shall be collected at the time a building permit for a lot is pulled from Tonquin Woods 4-7 and 9, and Calais East. Polygon shall be reimbursed by the City once the amount of Parks SDCs paid for each building permit collectively reaches the \$474,464 amount, plus such amount as may be creditable against RP 4, which is capped at \$313,920. If, for any reasons, sufficient Parks SDC funds are not collected from the aforementioned lot developments to fund the City's share, the City is still obligated to reimburse Polygon upon completion of RP 5, as set forth in Section 2.2.1, below. The current estimate of costs, as set forth in the above-referenced Addendum 5, is greater than in the park cost exhibits to the 2004 Villebois Development Agreement, as amended by Addendum 2 to that Agreement. The current estimate shall be applicable and prevail over those in the 2004 Villebois Development Agreement. However, the original proportions for sharing the costs are maintained and are reflected in the above allocation of costs, wherein 61% of the cost is reimbursable and 39% is to be paid by Polygon.

2.1.2. Completion. Polygon will complete substantial construction of RP 5 by December 31, 2016.

2.1.3. Bonds and Insurance. Polygon, or its contractor, shall supply payment and performance bonds, in a form acceptable to the City, in the full amount of the contract price for RP 5. Polygon shall cause the City to be named as an additional insured on the applicable contractor's insurance policy for the construction of RP 5, in amounts and coverages satisfactory to the City.

2.1.4. Rough Proportionality. All parties agree that the proportionate share of the costs for RP 5 allocated above to each party is roughly proportionate to the aforementioned lot developments and meets the *Dolan v. City of Tigard* test.

2.2. Reimbursement to Polygon Upon Final Completion. Within 60 days of final completion of RP 5, 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 beyond 60 days of receipt without written notice to Polygon of good reason by the City), the City shall pay Polygon the City's share as set forth above. All of the parties acknowledge that the costs set forth in this Accord Agreement are estimates only and that the final costs and respective share of RP 5 may vary based on final

design approved and actual construction costs, to be reviewed and approved, in writing, by the City. Polygon will consult with the City on any change order over \$20,000. Additional reimbursement of any RP 5 costs shall not exceed a true up final hard construction cost of \$689,992, 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 \$689,992 amount shall be paid by Polygon. Therefore, a true up of each party's share of actual hard 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 61% and Polygon contributing 39%. Thus, the 61% City share would be capped at \$420,895, together with 24% for soft costs (\$101,015), for a total of \$521,910, unless otherwise agreed to by the City.

2.3. Maintenance of Regional Park 5 and Subsequent Dedication to the City. The provisions regarding maintenance and dedication by Polygon of RP 5 to the City shall remain as set forth in the 2004 Villebois Development Agreement and Contract Addendum No. 1 thereto. Polygon shall assume maintenance responsibility of RP 5, 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 and will expire five (5) years after the date of final acceptance of the RP 5 improvements by the City, subject to an inspection at the end of the five years to ensure RP 5 has been properly maintained, and if it has not been properly maintained, then the necessary maintenance and repair must occur before the City will accept RP 5 for maintenance. Polygon will enter into a separate recorded Operations and Maintenance Agreement with the City and will repair and maintain RP 5 for a period of five (5) years from the date of final acceptance of the RP 5 improvements by the City, in accordance with the above. After construction of RP 5 and being reimbursed as set forth herein, Polygon shall dedicate any and all of its ownership interest in RP 5 to the City, including but not limited to any interests in the Chang easement described above.

2.4. SDC Credit and Reimbursement Calculations.

2.4.1. 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 and reimbursement provided. Soft costs incurred in connection with the improvements described in this Accord Agreement 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 2004 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 Accord Agreement.

2.4.2. Excluded Costs. The parties to this Accord Agreement 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 Accord Agreement to the

City for RP 5 and its infrastructure improvements provided for in this Accord Agreement and any such dedication or transfer shall be provided to the City without cost to the City.

2.4.3. Final Estimates and True Up. In order to secure a Public Works permit for RP 5, plans for the construction of RP 5 must be provided to and approved by the City. In constructing RP 5, the approved plans must be followed and, to ensure the cost for providing RP 5 is reasonable, and thus any credit entitlement is reasonable, Polygon shall provide the construction contract costs for RP 5 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 trued up from the construction contract costs; provided, however, that for any such true-up change cost, the parties must mutually agree they are reasonable.

2.5. Miscellaneous. This Accord Agreement is intended to implement Section 6 of Addendum 5 to the 2004 Villebois Development Agreement, as previously amended.

2.6. Assignment. Polygon shall have the right to assign, without release, this Accord Agreement 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.

2.7. SDC Adjustments. All references to SDCs in this Accord Agreement are references to system development charges established for the 2015-2016 fiscal year. However, those charges are subject to adjustment on an annual, fiscal year, basis proportionate to the changes in the Seattle Engineering Record's published construction cost index in May of each year, and such adjusted SDC charges in effect at the time a building permit for a lot is pulled shall be the charges applied and collected.

2.8. 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.

2.9. 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: Barbara A. Jacobson
City Attorney
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville OR 97070

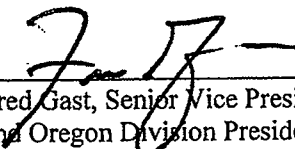
To Polygon: Polygon Northwest Company, L.L.C.
Attn: Fred Gast
109 E. 13th Street
Vancouver WA 98660

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 effective as of the _____ day of _____, 2016.

POLYGON NORTHWEST COMPANY, L.L.C.,
a Washington limited liability company

By: Polygon WLH LLC,
a Delaware limited liability company,
Its Sole Member

By: 
Fred Gast, Senior Vice President
and Oregon Division President

CITY OF WILSONVILLE,
an Oregon municipal corporation

By: _____
Bryan Cosgrove, City Manager

THE URBAN RENEWAL AGENCY OF THE
CITY OF WILSONVILLE

By: _____
Bryan Cosgrove, Executive Director

APPROVED AS TO FORM:

Michael E. Kohlhoff, OSB #690940
Special Projects City Attorney

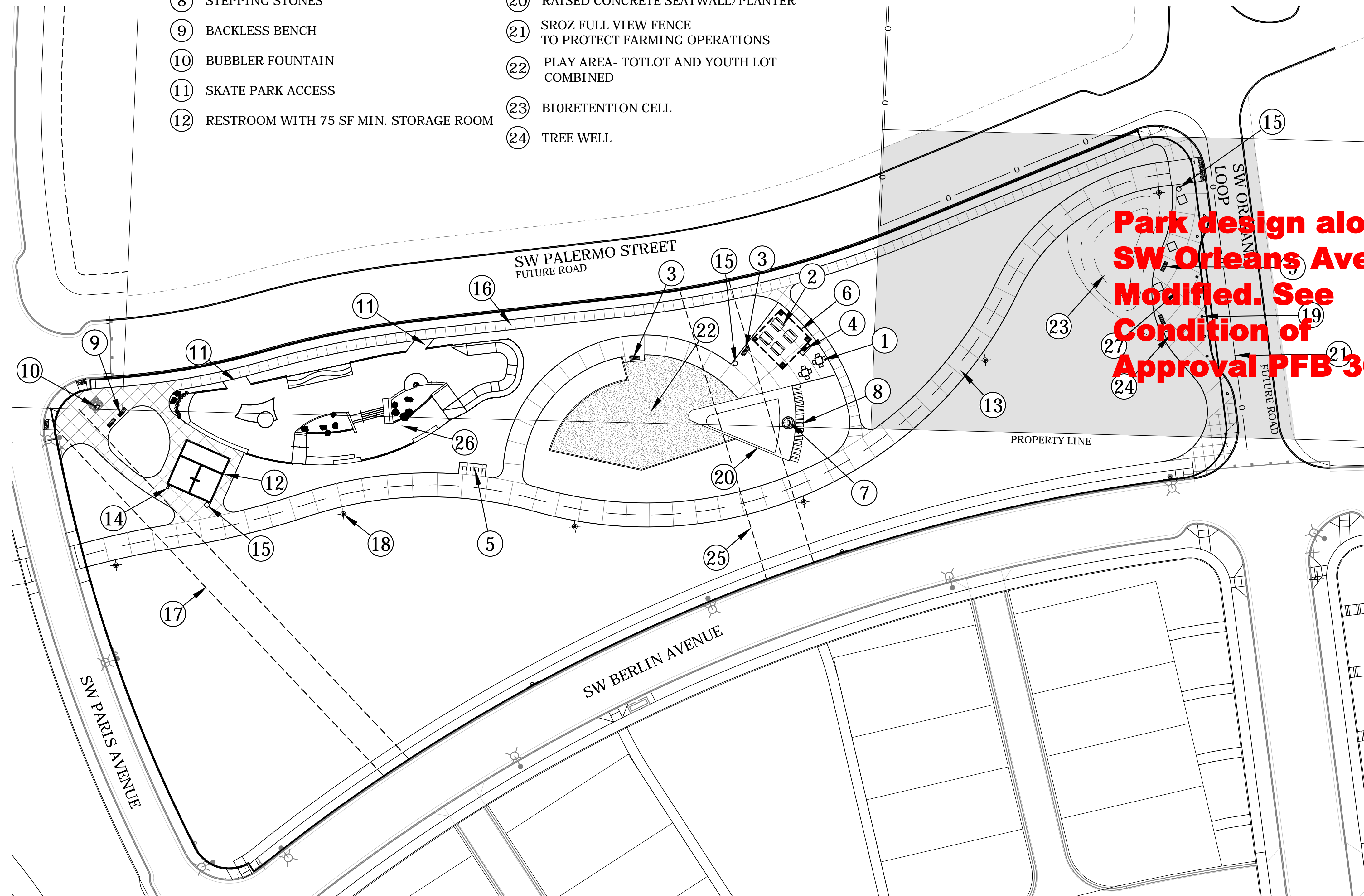
LEGEND

- | | | |
|---|--|------------------------------------|
| ① PEDESTAL TABLE | ⑬ TONQUIN REGIONAL TRAIL | ⑳ EXISTING WATER PIPE LINE EASMENT |
| ② PICNIC TABLE | ⑭ JUG FILLER | ㉑ SKATE PARK- SEE L1.02 FOR DETAIL |
| ③ BENCH | ⑮ TRASH RECEPTACLE | ㉒ TRANSIT STOP |
| ④ GAS GRILL | ⑯ SIDEWALK | |
| ⑤ BIKE RACK WITH 12 SPACES | ⑰ EXISTING STORM DRAIN EASEMENT | |
| ⑥ SHELTER | ⑱ PEDESTRIAN POLE LIGHT | |
| ⑦ URBAN INLAY - MT. HOOD DIRECTIONAL | ⑲ URBAN BOLLARD | |
| ⑧ STEPPING STONES | ㉓ RAISED CONCRETE SEATWALL/PLANTER | |
| ⑨ BACKLESS BENCH | ㉔ SROZ FULL VIEW FENCE TO PROTECT FARMING OPERATIONS | |
| ⑩ BUBBLER FOUNTAIN | ㉕ PLAY AREA- TOTLOT AND YOUTH LOT COMBINED | |
| ⑪ SKATE PARK ACCESS | ㉖ BIORETENTION CELL | |
| ⑫ RESTROOM WITH 75 SF MIN. STORAGE ROOM | ㉗ TREE WELL | |

NOTE:
SEE DRAWING L3.01 AND L3.02 FOR DETAILS



COUNTY JURISDICTION INCLUDED FOR REFERENCE



① TROCADERO PARK LAYOUT PLAN



SCALE
0 15 30
1 INCH = 30 FEET



POLYGON NW COMPANY



PDP/FDP
VILLEBOIS

TROCADERO PARK

Preliminary
Development Plan
&
Final Development
Plan

LAYOUT
PLAN

DATE 7/15/15

L1.01

EXHIBIT 2



LEGAL DESCRIPTION

Park Easement
RP5 Park
Map 3S1W15AB Tax Lot 542

An easement over the entirety of Tract "EEE", plat of "Tonquin Woods at Villebois No. 6", Clackamas County Plat Records, in the Northwest and Northeast Quarters of Section 15, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, State of Oregon, more particularly described as follows:

BEGINNING at the Northwest corner of said Tract "EEE";

thence along the northerly line of said Tract "EEE", South $88^{\circ} 34'09''$ East, a distance of 589.08 feet to the Northeast corner of said Tract "EEE";

thence along the southerly line of said Tract "EEE" for the following 7 courses:

along a 24.00 foot radius non-tangential curve, concave northwesterly, with a radius point bearing North $81^{\circ} 09'08''$ West, arc length of 31.12 feet, central angle of $74^{\circ} 17'43''$, chord distance of 28.99 feet, and chord bearing of South $45^{\circ} 59'44''$ West to a point of reverse curvature,

along a 913.00 foot radius reverse curve to the left, arc length of 509.36 feet, central angle of $31^{\circ} 57'55''$, chord distance of 502.78 feet, and chord bearing of South $67^{\circ} 09'38''$ West to an angle point,

along a 24.00 foot radius non-tangential curve, concave northwesterly, with a radius point bearing North $39^{\circ} 24'50''$ West, arc length of 3.66 feet, central angle of $08^{\circ} 44'15''$, chord distance of 3.66 feet, and chord bearing of South $54^{\circ} 57'18''$ West to an angle point,

North $30^{\circ} 41'50''$ West, a distance of 5.00 feet to an angle point,

along a 19.00 foot radius non-tangential curve, concave northerly, with a radius point bearing North $30^{\circ} 41'50''$ West, arc length of 31.13 feet, central angle of $93^{\circ} 52'11''$, chord distance of 27.76 feet, and chord bearing of North $73^{\circ} 45'45''$ West to a point of compound curvature,

along a 763.00 foot radius compound curve to the right, arc length of 181.84 feet, central angle of $13^{\circ} 39'16''$, chord distance of 181.41 feet, and chord bearing of North $20^{\circ} 00'01''$ West to a point of compound curvature,

EXHIBIT 2



along a 1136.00 foot radius compound curve to the right, arc length of 50.67 feet, central angle of $02^{\circ}33'19''$, chord distance of 50.66 feet, and chord bearing of North $11^{\circ}53'43''$ West to the POINT OF BEGINNING.

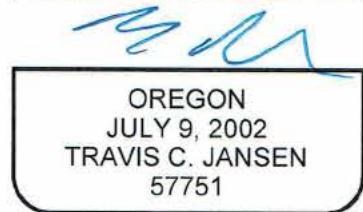
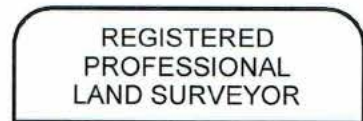
Containing 1.43 acres, more or less.

Basis of bearings being plat of "Tonquin Woods at Villebois No. 6", Clackamas County Plat Records.

Property Vested in:

Polygon at Villebois III, L.L.C.

Map 3S1W15AB Tax Lot 542

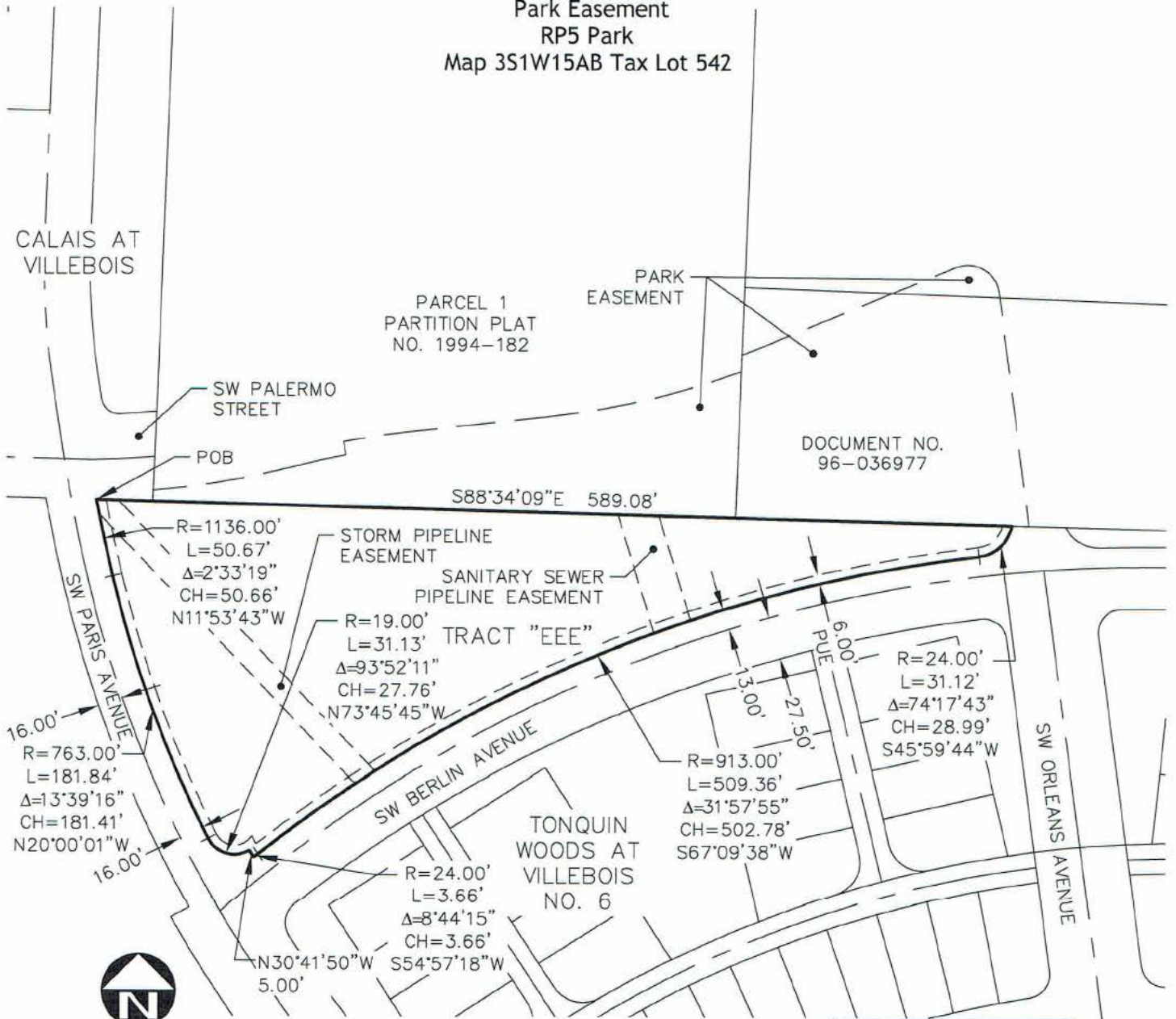


RENEWS: 6/30/2017



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Park Easement
RP5 Park
Map 3S1W15AB Tax Lot 542



DOCUMENT NO.
96-036977



SCALE



1 INCH = 100 FEET

Property Vested in:

POLYGON AT VILLEBOIS III, L.L.C.
Map 3S1W15AB Tax Lot 542

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2017

EXHIBIT 3



LEGAL DESCRIPTION
Park Easement
RP5 Park
Map 3S1W15 Tax Lot 1100

An easement within Parcel 1, Partition Plat No. 1994-182, Clackamas County Plat Records, in the Northwest Quarter of Section 15, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, State of Oregon, more particularly described as follows:

BEGINNING at Southeast corner of said Parcel 1;

thence along the southerly line of said Parcel 1, North $88^{\circ} 34'09''$ West, a distance of 375.10 feet to the Southwest corner of said Parcel 1;

thence along the westerly line of said Parcel 1, North $02^{\circ} 14'16''$ East, a distance of 7.36 feet;

thence leaving said westerly line for the following 7 courses:

along a 529.50 foot radius non-tangential curve, concave northerly, with a radius point bearing North $04^{\circ} 58'03''$ West, arc length of 93.92 feet, central angle of $10^{\circ} 09'46''$, chord distance of 93.80 feet, and chord bearing of North $79^{\circ} 57'04''$ East,

along a 478.00 foot radius reverse curve to the right, arc length of 29.57 feet, central angle of $03^{\circ} 32'38''$, chord distance of 29.56 feet, and chord bearing of North $76^{\circ} 38'30''$ East,

along a 99.50 foot radius compound curve to the right, arc length of 3.13 feet, central angle of $01^{\circ} 48'01''$, chord distance of 3.13 feet, and chord bearing of North $79^{\circ} 18'50''$ East,

North $09^{\circ} 47'10''$ West, a distance of 9.04 feet,

along a 487.00 foot radius non-tangential curve, concave southerly, with a radius point bearing South $11^{\circ} 11'06''$ East, arc length of 39.96 feet, central angle of $04^{\circ} 42'04''$, chord distance of 39.95 feet, and chord bearing of North $81^{\circ} 09'56''$ East,

North $83^{\circ} 30'58''$ East, a distance of 92.00 feet,

along a 520.25 foot radius tangential curve to the left, arc length of 128.69 feet, central angle of $14^{\circ} 10'23''$, chord distance of 128.37 feet, and chord bearing of North $76^{\circ} 25'46''$ East to a point on the easterly 1/4 section line of the Northwest Quarter of said Section 15,

EXHIBIT 3



thence along said easterly 1/4 section line, South 02°09'29" West, a distance of 96.12 feet to the POINT OF BEGINNING;

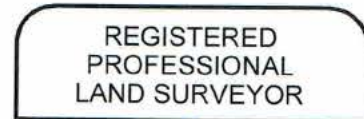
Containing 0.43 acres, more or less.

Basis of bearings being plat of "Tonquin Woods at Villebois No. 6", Clackamas County Plat Records.

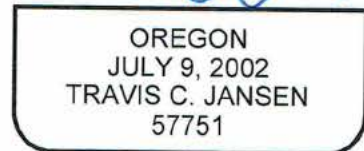
Property Vested in:

Urban Renewal Agency of the City of Wilsonville

Map 3S1W15 Tax Lot 1100



A handwritten signature in blue ink, appearing to read "Travis C. Jansen".

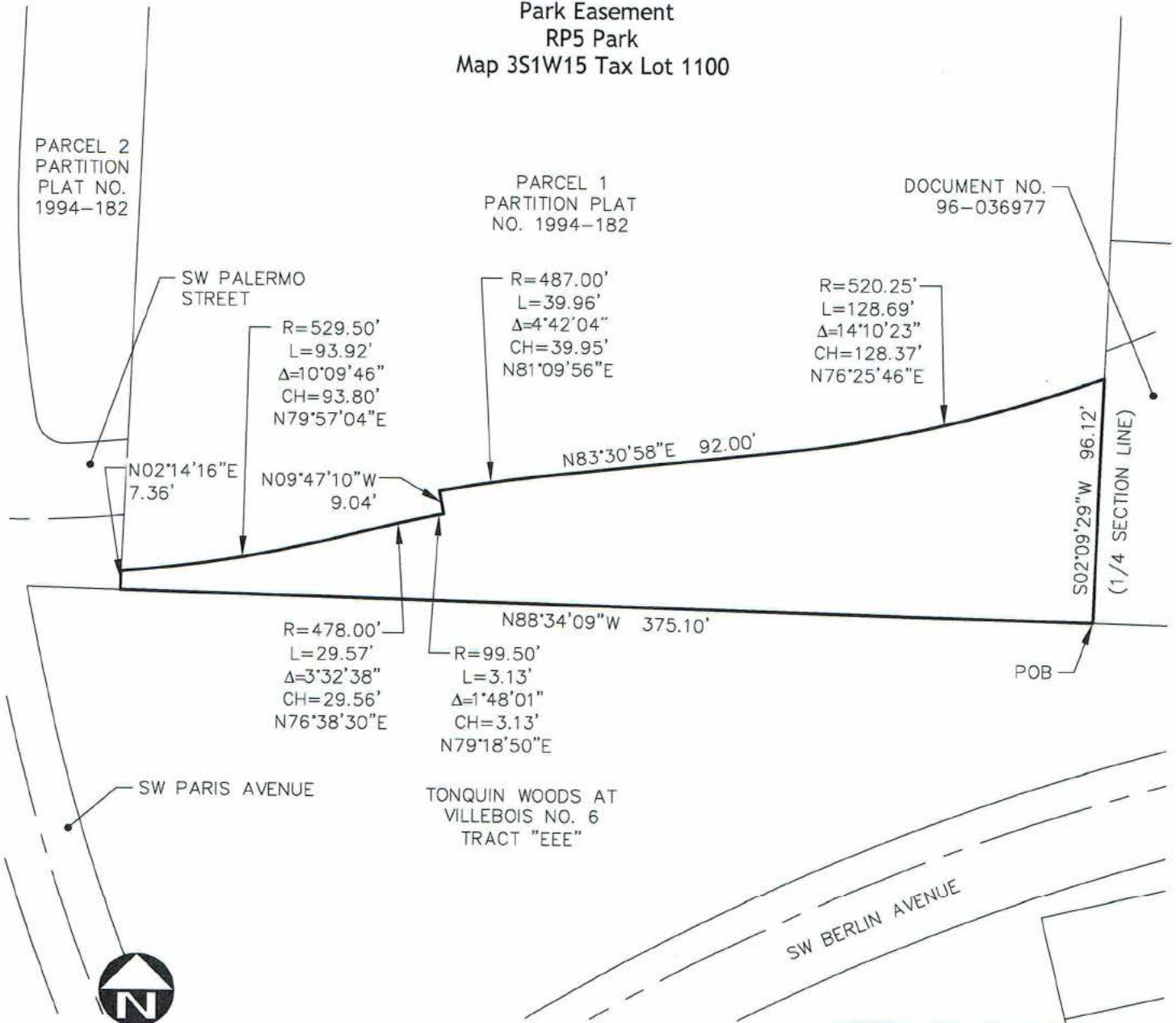


RENEWS: 6/30/2017



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Park Easement
RP5 Park
Map 351W15 Tax Lot 1100



DOCUMENT NO.
96-036977

PARCEL 2
PARTITION
PLAT NO.
1994-182

PARCEL 1
PARTITION PLAT
NO. 1994-182

SW PALERMO
STREET

N02°14'16"E
7.36'

R=529.50'
L=93.92'
Δ=10°09'46"
CH=93.80'
N79°57'04"E

N09°47'10"W
9.04'

R=487.00'
L=39.96'
Δ=4°42'04"
CH=39.95'
N81°09'56"E

N83°30'58"E 92.00'

R=520.25'
L=128.69'
Δ=14°10'23"
CH=128.37'
N76°25'46"E

S02°09'29"W 96.12'
(1/4 SECTION LINE)

POB

R=478.00'
L=29.57'
Δ=3°32'38"
CH=29.56'
N76°38'30"E

N88°34'09"W 375.10'

R=99.50'
L=3.13'
Δ=1°48'01"
CH=3.13'
N79°18'50"E

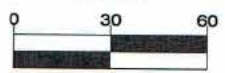
SW PARIS AVENUE

TONQUIN WOODS AT
VILLEBOIS NO. 6
TRACT "EEE"

SW BERLIN AVENUE



SCALE



1 INCH = 60 FEET

Property Vested in:
URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
Map 351W15 Tax Lot 1100

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Travis C. Jansen
OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2017

EXHIBIT 4



LEGAL DESCRIPTION
Park Easement
RP5 Park
Map 31W15 Tax Lot 800

An easement within the land described as Parcel 2 in Document No. 96-036978, Clackamas County Deed Records, in the Northeast Quarter of Section 15, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, State of Oregon, more particularly described as follows:

BEGINNING at the Southeast corner of Parcel 1 of Partition Plat No. 1994-182, Clackamas County Plat Records;

thence along the easterly line of said Parcel 1, North 02° 09'23" East, a distance of 106.96 feet;

thence leaving said easterly line, along a 503.00 foot radius non-tangential curve, concave northwesterly, with a radius point bearing North 21° 13'35" West, arc length of 9.95 feet, central angle of 01° 08'02", chord distance of 9.95 feet, and chord bearing of North 68° 12'24" East;

thence North 67° 38'23" East, a distance of 96.98 feet to a point on the southerly line of Tax Lot 900, Map 31W15 dated 6/3/2014, Clackamas County Assessors Map;

thence along said southerly line, South 88° 34'09" East, a distance of 66.55 feet;

thence leaving said southerly line, South 07° 23'08" East, a distance of 151.79 feet to a point on the northerly plat line of "Tonquin Woods at Villebois No. 6", Clackamas County Plat Records;

thence along said northerly plat line, North 88° 34'09" West, a distance of 189.06 feet to the POINT OF BEGINNING.

Containing 24,372 square feet, more or less.

Basis of bearings being plat of "Tonquin Woods at Villebois No. 6", Clackamas County Plat Records.

Property Vested in:

Victor C. Chang, Ju-Tsun Chang, Freddie C. Tseng, Roger (Chen-Sung) Chang, and Allen Y. Chang

Map 31W15 Tax Lot 800

REGISTERED
PROFESSIONAL
LAND SURVEYOR

A handwritten signature in blue ink, appearing to read "Travis C. Jansen".

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2015



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

Park Easement
RP5 Park
Map 31W15 Tax Lot 800



R=503.00'
L=9.95'
Δ=1°08'02"
CH=9.95'
N68°12'24"E

PARCEL 1
PARTITION PLAT
NO. 1994-182

24,372 SQ. FT.

TAX LOT 900
MAP 31W15

TAX LOT 800
MAP 31W15

POB

N88°34'09"W 189.06'

TRACT "FFF"

TRACT "EEE"

SW BERLIN AVENUE

SW ORLEANS AVENUE

TONQUIN WOODS AT
VILLEBOIS NO. 6



SCALE



1 INCH = 50 FEET

Property Vested in:

Victor C. Chang, Ju-Tsun Chang, Freddie C. Tseng, Roger
(Chen-Sung) Chang, and Allen Y. Chang

Map 31W15 Tax Lot 800

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2015

EXHIBIT 5



LEGAL DESCRIPTION
Park Easement
RP5 Park
Map 31W15 Tax Lot 900

An easement within the land described as Parcel 2 in Document No. 96-036978, Clackamas County Deed Records, in the Northeast Quarter of Section 15, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, State of Oregon, more particularly described as follows:

COMMENCING at the Southeast corner of Parcel 1 of Partition Plat No. 1994-182, Clackamas County Plat Records;

thence along the easterly line of said Parcel 1, North 02°09'23" East, a distance of 106.96 feet;

thence leaving said easterly line, along a 503.00 foot radius non-tangential curve, concave northwesterly, with a radius point bearing North 21°13'35" West, arc length of 9.95 feet, central angle of 01°08'02", chord distance of 9.95 feet, and chord bearing of North 68°12'24" East;

thence North 67°38'23" East, a distance of 96.98 feet to a point on the southerly line of Tax Lot 900, Map 31W15 dated 6/3/2014, Clackamas County Assessors Map, being the POINT OF BEGINNING;

thence leaving said southerly line, North 67°38'23" East, a distance of 42.03 feet;

thence along a 20.00 foot radius tangential curve to the right, arc length of 36.64 feet, central angle of 104°58'29", chord distance of 31.73 feet, and chord bearing of South 59°52'23" East;

thence South 07°23'08" East, a distance of 1.74 feet to a point on said southerly line;

thence along said southerly line, North 88°34'09" West, a distance of 66.55 feet to the POINT OF BEGINNING.

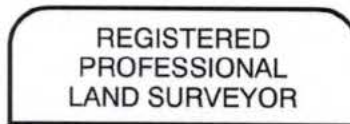
Containing 759 square feet, more or less.

Basis of bearings being plat of "Tonquin Woods at Villebois No. 6", Clackamas County Plat Records.

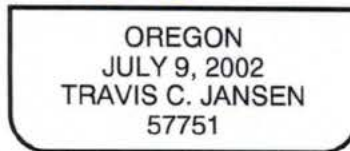
Property Vested in:

Victor C. Chang, Ju-Tsun Chang, Freddie C. Tseng, Roger (Chen-Sung) Chang, and Allen Y. Chang

Map 31W15 Tax Lot 900



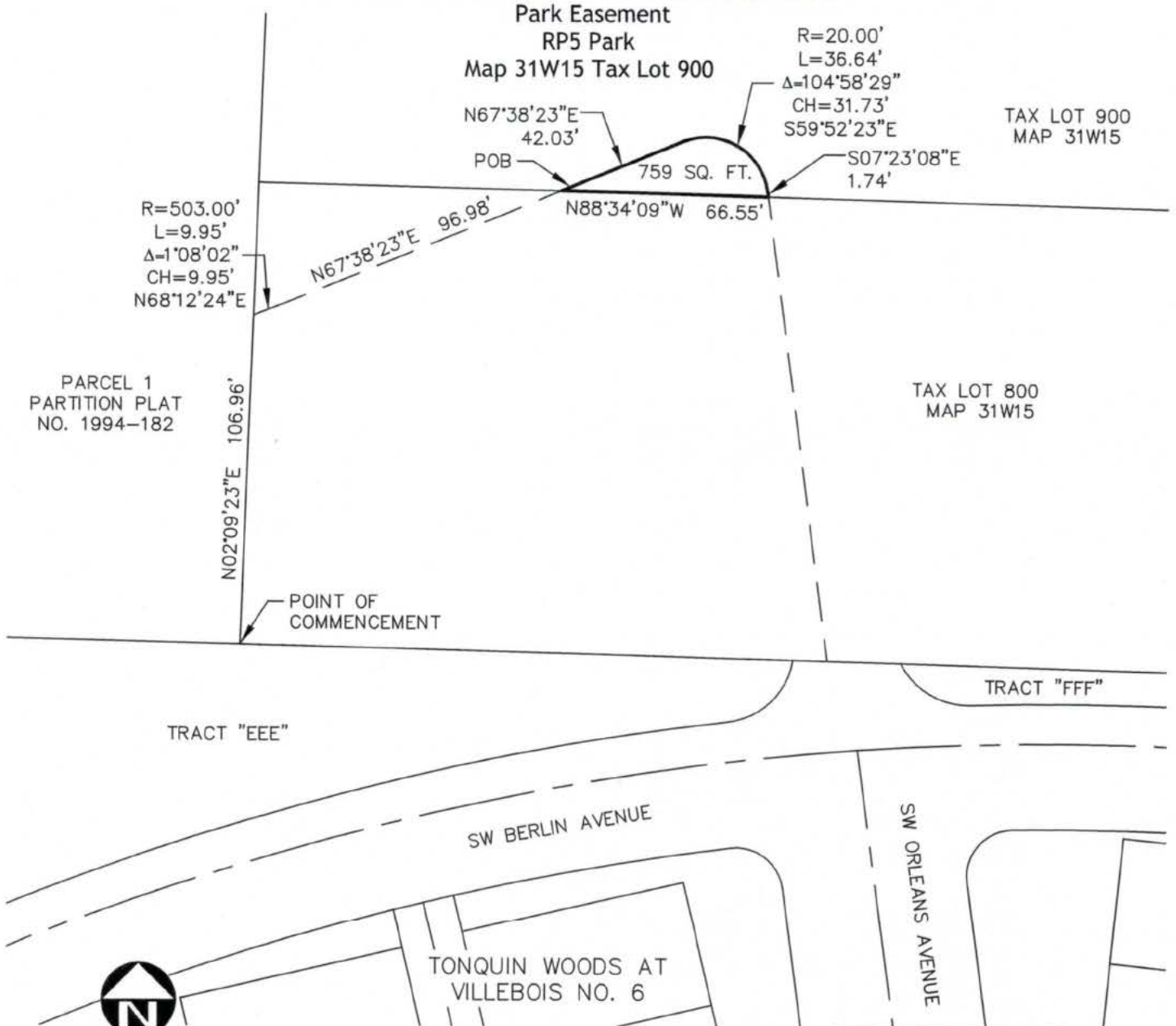
A handwritten signature in blue ink, appearing to be "T. Jansen".



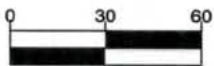
RENEWS: 6/30/2015



SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE



1 INCH = 60 FEET

Property Vested in:

Victor C. Chang, Ju-Tsun Chang, Freddie C. Tseng, Roger (Chen-Sung) Chang, and Allen Y. Chang

Map 31W15 Tax Lot 900

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2015

EXHIBIT 6

Prel Estimate No. 5 Villebois Regional Park 5- Overall Cost

	Item	Unit Price	Unit	Quantity	Cost	Comments
	General Conditions / Erosion Control					
	Mobilization	2,000.00	ls	1	2,000	
	Silt Fence	2,000.00	ls	1	2,000	
	fine grading	12,000.00	ls	1	12,000	
	Construction Entrance	2,000.00	ea	1	2,000	
	Total General/EC Costs				18,000	
	Surfacing					
	General					
	6" concrete paving , float broom finish	5.30	sf	7,405	39,247	regional trail/drivable
	4" concrete paving	4.00	sf	11,044	44,176	
	exting street 4" concrete sidewalk	3.25	sf	2,481	8,063	Paris and Berlin- cost by patrick 5.12.2015
	concrete stepping stones	10.00	sf	108	1,080	
	skate park					
	skate park	25.00	SF	6,000	150,000	
	Play Area					
	Wood chipSurfacing 3229 sf 12" depth	95.00	cy	119	11,305	
	Play area curb	12.00	lf	159	1,908	
	Total Surfacing				255,779	
	Walls, Stairs and Handrails					
	concrete raised seatwall	17.00	s.f	553	9,401	
	urban inlay marker	500.00	ls	1	500	
	Total Walls, Stairs and Handrails				9,901	
	Amenties					
	Park Entrance sign	2,000.00	ea	1	2,000	
	Play Equipment 2-5 year	34,000.00	ls	1	34,000	
	play it safe sign, skate rules sign	300.00	ls	2	600	
	Play Equipment Install	4,080.00	ls	1	4,080	12% of equipment cost
	Total AmentiesCosts				40,680	
	Site Furnishings					
	benches	1,624.00	ea	7	11,368	
	picnic tables	1,000.00	ea	4	4,000	
	barbque	1,600.00	ea	1	1,600	
	Bike Racks- staple rack	248.00	ea	6	1,488	
	drinking fountain	3,700.00	ea	1	3,700	
	trash receptacles	850.00	ea	3	2,550	
	Total Site Furnishing Costs				24,706	

EXHIBIT 6

Prel Estimate No. 5 Villebois Regional Park 5- Overall Cost

Item	Unit Price	Unit	Quantity	Cost	Comments
Structures and Water features					
Transit stop shelter	6,000.00	ea	1	6,000	
restroom 28 x 30	50,000.00	ea	1	50,000	
picnic shelter 20 x 20	18,000.00	ea	1	18,000	
minor water feature	15,000.00	ea	1	15,000	
Total Structures Costs				89,000	
Landscaping					
plantings installed- ornamental trees, shrubs/ mulch/ top soil/ soil admendment	4.00	sf	8,572	34,288	
Lawn seed mix	0.25	sf	60,188	15,047	
lawn topsoil 2" depth	25.00	cy	372	9,300	
street tree 2" cal.	220.00	ea	46	10,120	
Total Landscaping Costs				68,755	
Irrigation / Drainage					
Irrigation-system, meter, sleeves, backflow, controller	1.00	sf	68,760	68,760	
Play area-underdrain system	5,000.00	ea	1	5,000	
water service connection meter	2,000.00	ea	1	2,000	
area drains	350.00	ea	3	1,050	
rain garden cell	12.00	sf	1,457	17,484	
1/2"water to rest area jug filler	15.00	lf	90	1,350	
restroom utility hook-up	5,000.00	ea	1	5,000	
Total Irrigation / drainage Costs				100,644	
Site Lighting					
path pole lighting	3,000.00	ea	6	18,000	
shelter security lighting	1,800.00	ls	1	1,800	
Total Site Lighting Costs				19,800	
Misc					
Water System Development Charge (1" meter)	13,572.00	ea	1	13,572	
Water Meter Installation Fees (1-1/2")	850.00	ea	1	850	
Planning/Engineering/Surveying/ Landscape Architecture (12%)	75,271.80	ea	1	75,272	
City Permit/Inspection Fees (5%)	31,363.25	ea	1	31,363	estimate
Total Misc Costs				121,057	
TOTAL CONSTRUCTION COST				627,265	
TOTAL SOFT COSTS				121,057	
TOTAL				748,322	

EXHIBIT 6

Prel Estimate No. 5 Villebois Regional Park 5- Overall Cost

	Item	Unit Price	Unit	Quantity	Cost	Comments
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This Estimate Does NOT include the following:

- 1 **assumes row sidewalk, lawn, street trees and irrigation are included**
- 2 connection fees, building permit, and other building permit fees.
- 3 Front yard landscaping and sidewalks
- 4 Maintenance costs
- 5 Contingency - we would recommend a minimum of 10% contingency on construction and design costs
- 6 fencing on lots
- 7 assumes no fuel/asbestos clean-up
- 8 School Construction Excise Tax
- 9 Metro Construction Excise Tax
- 10 Home Sprinkler cost or up-sized meter
- 11 Striping and signage
- 12 Mailbox Kiosks