

RESOLUTION NO. 1827

A RESOLUTION OF THE CITY OF WILSONVILLE, OREGON APPROVING A DEVELOPMENT AGREEMENT BETWEEN ARGYLE CAPITAL, LLC AND THE CITY OF WILSONVILLE PROVIDING FOR CAPITAL INFRASTRUCTURE IMPROVEMENTS, CREDITS AGAINST SYSTEMS DEVELOPMENT CHARGES AND A REDUCTION IN SYSTEMS DEVELOPMENT CHARGES BECAUSE OF PRIOR DEMANDS ON THE SYSTEM, A PAYMENT TO ARGYLE CAPITAL, LLC FOR REPLACEMENT OF A STORM SEWER AND A SANITARY SEWER AND FOR WIDENING PARKWAY CENTER DRIVE SOUTH OF JACK BURNS WAY.

WHEREAS, Argyle Capital LLC has approved Stage II final approval for the Argyle Square project and this approval has conditions requiring capital infrastructure improvements to Elligsen Road and Parkway Center Drive and to serve the Argyle Square project; and

WHEREAS, the Development Review Board has conditioned the project to provide certain improvements which the City and Argyle Capital LLC agree are in excess of those which are required to serve the Argyle Square project and are to be addressed in an infrastructure funding development agreement covering the provision and funding of the capital infrastructure improvements (“Development Agreement”); and

WHEREAS, the City staff and members of Argyle Capital LLC have negotiated an infrastructure development agreement covering the necessary dedication of land for and the types and kind of public infrastructure necessary to meet the development permit conditions, the estimated costs involved to be paid by Argyle Capital LLC and the City, and the payment thereof through the respective system development funds, the systems development charges (“SDCs”) to Argyle Square and the credits to and exemptions from SDCs. A copy of the proposed Development Agreement is marked “Exhibit A”, attached hereto and incorporated by reference as if fully set forth herein.

WHEREAS, a capital infrastructure project needs to be in an approved Capital Improvements Plan before the City can participate in project funding; and

WHEREAS, part of the Elligsen Road improvements and the Parkway Center Drive improvements addressed in the Development Agreement are not included in a Capital Improvements Plan; and

WHEREAS, Section 1B of Article 8 of Ordinance No.386 allows for an exemption of SDCs for an alteration, addition, replacement or change in use that does not increase the use of Capital Improvements; and

WHEREAS, to the extent there was prior use of the Argyle project by the preexisting truck stop, the motel, the gas station and the theater, the equivalent use by the Argyle Square project does not increase the use of the City's infrastructure and is accounted for as exempt in the Development Agreement; and

WHEREAS, any exemption greater than \$15,000 should be approved by the City Council; and

WHEREAS, the storm sewer from Pheasant Ridge across the Argyle Square project had to be replaced and this replacement needs to be funded by the City since it does not qualify for a credit against SDCs; and

WHEREAS, the storm water detention beginning at the southwest corner of the Argyle Square property had to be expanded to include capacity beyond that necessary to serve Argyle Square, and this expansion is creditable against storm water SDCs; and

WHEREAS, part of the sanitary sewer line that crosses the Argyle Square property from the vicinity of the Smith Furnishing (presently Hollywood Video) facility to the abandoned Parkway Avenue on the west side of Argyle Square is nearing the end of its useful life and needs to be replaced as part of this project and replacement of existing facilities in an appropriate expenditure for the reimbursement component of sewer SDCs; and

WHEREAS, the construction of Parkway Center Drive from 300 feet south of Jack Burns Way to 300 feet south of Burns Way was conditioned upon the total SDC credits that would be available for construction and the total cost of the street construction that would be eligible for credits; and

WHEREAS, the improvements on Elligsen Road and on Parkway Center Drive north of Jack Burns Way will use the eligible credits; and

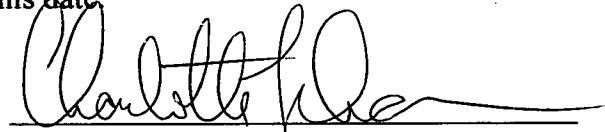
WHEREAS, eligible credits will not be left for the conditioned improvements needed south of Jack Burns Way; however, staff recommends the improvements be completed as there are funds available from other collections of street SDCs to pay for these improvements, it would be less disruptive to the motoring public, cost effective and time efficient to complete construction at this time, and it would provide for a better functioning roadway.

NOW, THEREFORE THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council adopts the above recitals as findings and incorporates them by reference as if fully set forth herein;
2. The City Council approves and authorizes the Mayor to sign on behalf of the City of Wilsonville the Development Agreement between Argyle Capital LLC and the City of Wilsonville. A copy of the Development Agreement is marked Exhibit A, attached hereto and incorporated by reference as if fully set forth herein.
3. The City Council authorizes the addition of the reconstruction and widening of Elligsen Road to the 2002/03 Street Capital Improvement Plan with payment of the City's share of the project of \$800,591 as a credit against the street SDCs for the Argyle Square project. Payment is subject to adjustment based on actual costs as determined by the Community Development Director.
4. The City Council authorizes the addition of the reconstruction and widening of Parkway Center Drive to the 2002/03 Street Capital Improvements Plan with payment of the City's share of the project of \$248,977 as a credit against street SDCs for the Argyle Square project and payment by the City of \$94,666 from street SDC funds. Payments are subject to adjustment based on actual costs determined by the Community Development Director.
5. The City authorizes the addition of the replacement of a storm sewer line across the Argyle Square property and expansion of the proposed detention pond at the southwest corner of the property to the 2002/03 Storm Water Capital Improvements Plan with payment of the City's share of the project of \$158,297 as a credit against storm water SDCs in the amount of \$32,034 and a payment from storm water SDCs in the amount of \$21,408. Payments and credits are subject to adjustment based on actual costs as determined by the Community Development Director.
6. The City Council authorizes addition of the replacement of an existing sanitary sewer across part of the Argyle Square property to the 2002/03 Sewer Capital Improvements Plan with payment of the City's share of the project of \$143,771 as a credit against the reimbursement component of the sewer SDCs for the Argyle Square project. Payment is subject to adjustment based on actual costs as determined by the Community Development Director.

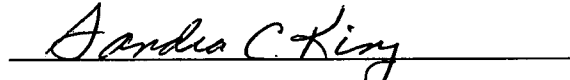
7. The invalidity of any section cause or provision of this resolution shall not affect the validity of any other part or section of this resolution which can be in effect without such invalid part(s).
8. Appropriation of funds will require a supplemental budget amending the approved FY 2002/03 Capital Projects Budget, and the Finance Director shall prepare same for Council approval in accordance herewith.
9. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of April, 2003 and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Helser	Yes
Councilor Kirk	Yes
Councilor Holt	Yes
Councilor Scott-Tabb	Yes

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement"), dated as of this __ day of April, 2003, is made by and between Argyle Capital LLC, an Oregon limited liability company ("Argyle") and the City of Wilsonville, an Oregon municipal corporation (the "City").

RECITALS

A. Argyle is developing Argyle Square, a 42.36-acre service commercial center adjacent to the Elligsen Road and Interstate 5 interchange in the City of Wilsonville (the "Project Property").

B. Argyle has submitted a land use application to the City for a Comprehensive Plan Map Amendment, a Zone Map Amendment, Stage I Preliminary Plan approval, Stage II Final Plan Approval, Tentative Subdivision approval and a Type C Tree Removal permit (together, the "Application").

C. In connection with the approval of the Application and the proposed development of the Project Property, Argyle will be required to make certain infrastructure improvements and pay a certain amount of Systems Development Charges ("SDC"). Some of the improvements required as conditions of approval and as required under this Agreement are necessary due to the projected impacts created by the development to City infrastructure and improvements. Other improvements required as conditions of approval and as required under this Agreement are not roughly proportional to the impacts created by the development, and therefore Argyle is entitled to either SDC credits or reimbursement from the City for making such improvements.

D. The parties desire to set forth the obligations of Argyle and the City with respect to the infrastructure improvements, SDC charges, SDC credits and reimbursements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. GENERAL PROVISIONS

A. Development Restrictions

1. Pre-Improvement Restrictions

Until the required improvements to Elligsen Road as set forth in this Agreement are completed by Argyle or the City, as appropriate, development of the Project Property shall be limited to maintain Level of Service ("LOS") D on affected City streets. To accomplish this, Argyle shall only be permitted to occupy improvements on the Project Property which upon buildout will not exceed 55% of approved number of pm peak hour trips for the entire Project Property until completion of all improvements required under the Application.

2. LOS for Argyle Square Driveways

The driveways at Argyle Avenue (also referred to as "Heather Place ") and Jack Burns Boulevard at their intersection with Parkway Center Drive shall be allowed to drop to LOS F until traffic signals at such intersections are warranted by traffic using such intersections.

B. System Development Charges

1. SDC Reduction for Earlier Improvements

a) Street SDC

The City estimates that the total street SDC charges for the full development of the Project Property will be \$1,874,580 (which includes both the Street SDC and the I-5/Wilsonville Road Interchange SDC) based on the SDC fees in effect at the time of approval of the Application. Due to earlier occupancy of the Project Property, the total street SDC charges shall be reduced by the amount of \$827,888, representing the prior Traffic Impact Fee based on 236 employees. The total supplemental street SDC charges shall be further reduced by the amount of \$24,750, representing the trips associated with the I-5/Wilsonville Road interchange, assuming 550 total trips, with 11 trips allocated to the interchange. All street SDCs, both in terms of credits and charges, shall remain at the rate in effect as of the effective date of this Agreement, until such time as Street SDC reductions have been used

b) Additional SDC Reductions

Due to earlier improvements adjacent to the Project, as well as anticipated improvements to the Project site storm sewer, sanitary sewer, water and park SDCs for

the Project shall be reduced as follows: Storm sewer SDCs shall be reduced by the amount of \$165,968, representing the fact that 85% of the 28.37 acres of the Project was previously an impervious area; sanitary sewer SDCs shall be reduced by the amount of \$133,163, based on the previous development of the Burns Brothers Truck Stop including 130fu/8.13EDU; Hotel-431fu/17.24EDU; IHOP-117fu/7.31 EDU; Mrs. B's-117fu/7.31EDU; Theater-90fu/5.65EDU; the parks SDC shall be reduced by the amount of \$13,688, based on 236 employees; the water SDC shall be reduced by the amount of \$68,644, based on four 1.5" meters and one 1" meter located on the Project Property for the prior development. All SDCs charged or credited under this section, both in terms of credits and charges, shall remain at the rate in effect as of the effective date of this Agreement, until such time as SDC reductions in the respective category have been used.

c.) Application for SDC Credit/Reduction

The Application for allocation or SDC credits or reductions authorized under this Agreement shall be subject to approval by Argyle.

2. SDC Credits

Argyle shall receive SDC credits for all improvements and right-of-way dedications in excess of those required for the development of the Project Property. The improvements and right-of-way dedications eligible for SDC credits are as set forth in this Agreement. The amount of SDC credits for the eligible Improvements shall be based on the actual costs incurred by Argyle in the construction of such improvements, as evidenced by itemized invoices or other documentation reasonably satisfactory to determine the actual costs of construction and the appropriate credit therefor. Although not binding on the parties, the estimated SDC credits are as set forth in that certain spreadsheet with notes prepared by Argyle's consultant, Group Mackenzie, attached as Exhibit A. Argyle shall also receive SDC credits for design and engineering in connection with the construction of the eligible improvements in an amount equal to either 10% of the actual construction costs or, at Argyle's option, as set forth in itemized invoices properly documenting an equitable share of the design and engineering costs. The documentation of the design and engineering costs must also include documentation of the breakdown of those costs between Argyle and the credits to Argyle against applicable SDCs.

C. Parkway Center Drive Improvements

1. Local Improvement District Funding

The City and Argyle represent and acknowledge that the requirement to make the curb, gutter, sidewalk, landscaping and first 24 feet of paving for Parkway Center Drive west of Burns Way has been met by Argyle or Argyle's predecessor in interest by fully funding the local improvement district for the construction of Parkway Center Drive.

2. Future Improvements to Parkway Center Drive

If Parkway Center Drive, adjacent to the frontage of the property currently owned by Ralph Elligsen, must be widened in the future, the City and Argyle agree and acknowledge that the widening will occur on the south side of Parkway Center Drive. This acknowledgement reflects the initial construction of the drive on the north side of the drive and the dedication of other right-of-way for widening by Argyle for Elligsen Road and Parkway Center Drive.

II. ARGYLE SQUARE INFRASTRUCTURE IMPROVEMENTS

A. Elligsen Road from Parkway Avenue/Argyle Avenue to I-5

1. Specific Improvements

Argyle shall be responsible for making the following improvements to Elligsen Road between Parkway Avenue and I-5, as more particularly identified on Public Works permit drawings approved by and on file with the City. All improvements shall comply with all applicable City standards.

- Construct all improvements necessary to allow for an additional 12-foot westbound travel lane. The parties acknowledge that many of the improvements, including asphalt, curbs, retaining walls, and other improvements will be constructed on the south side of Elligsen Road, but that such improvements are necessary to allow the addition of a new westbound lane.
- Construct an eastbound drop lane at the intersection of Argyle Avenue and Elligsen Road.
- Modify intersection of Elligsen Road and Argyle Avenue such that the intersection has a dedicated northbound left turn lane, a shared northbound through left-turn lane a northbound right-turn lane and two southbound

lanes. Modify signalization to reflect intersection improvements and modifications.

- Construct an eastbound bike lane on Elligsen Road and maintain the existing westbound bike lane.
- Construct sidewalk improvements and install landscaping on south side of Elligsen Road.

2. General Provisions

In constructing the improvements under this Section, Argyle shall ensure that the existing curb line on the north side of Elligsen Road will remain in its present location and that all widening shall occur on the southern side of Elligsen Road.

3. Value of SDC Credits

Argyle and the City agree and acknowledge that all of the improvements required to allow for the addition of the new westbound travel lane under this Section II.A are eligible for SDC credits. The parties estimate that the cost of improvements eligible for SDC credits is \$52,614, as shown on Exhibit A.

B. Elligsen Road from Argyle Avenue to Parkway Center Drive

Argyle shall be responsible for making the following improvements to Elligsen Road between Argyle Avenue and Parkway Center Drive, as more particularly identified on Public Works permit drawings approved by and on file with the City. All improvements shall comply with all applicable City standards.

1. Specific Improvements

- Construct all improvements necessary to allow for an additional westbound lane on Elligsen Road with eastbound drop lanes at both Gwen Drive and Parkway Center Drive. The parties acknowledge that many of the improvements, including asphalt, curbs, retaining walls, and other improvements will be constructed on the south side of Elligsen Road, but that such improvements are necessary to allow the addition of a new westbound lane.
- Construct bike lanes on the south side of Elligsen Road.
- Construct a median where it is reasonably practical to do so on Elligsen Road.

- Construct a pedestrian refuge at Parkway Avenue at the east leg of intersection of Elligsen Road and Parkway Avenue.
- Provide fire preemption at the intersection of the existing driveway for the fire station and Elligsen Road.

2. General Provisions

In constructing the improvements under this Section, Argyle shall ensure that the existing curb line on the north side of Elligsen Road will remain in its present location and that all widening shall occur on the southern side of Elligsen Road. Argyle shall also maintain the existing eastbound right-turn and through/right-turn lanes at the intersection of Parkway Center Drive and Elligsen Road.

3. Value of SDC Credits

Argyle and the City agree and acknowledge that all of the improvements required to allow for the addition of a new westbound travel lane under this Section II.B are eligible for SDC credits. The parties estimate that the cost of improvements eligible for SDC credits is \$639,355, as shown on Exhibit A.

C. Elligsen Road Eastbound Transition from Six Lanes to Two Lanes East of Parkway Center Drive.

Argyle shall be responsible for making the following improvements to Elligsen Road east of Parkway Center Drive where the eastbound traffic lanes transition from six lanes to two lanes, as more particularly identified on Public Works permit drawings approved by and on file with the City. All improvements shall comply with all applicable City standards.

1. Specific Improvements

- Construct a pedestrian refuge at the east side of the intersection of Elligsen Road and Parkway Center Drive.
- Construct a transition for six travel lanes to two travel lanes.

2. Value of SDC Credits/ROW Reimbursement

Argyle and the City agree and acknowledge that all of the improvements required under this Section II.C are eligible for SDC credits. The parties estimate that the cost of improvements eligible for SDC credits is \$68,621 plus actual acquisition costs incurred by the City for acquisition of the right-of-way. Argyle shall reimburse

the City the total amount paid to property owner for the acquisition of such right-of-way required for the improvements set forth in this Section II.C. The City shall use its best efforts to acquire the right-of-way as soon as possible after the effective date of this Agreement. Argyle shall reimburse the City within 30 days after the City obtains title to the property. Notwithstanding anything to the contrary, if the City, for whatever reason, is unable to acquire the right-of-way and Argyle is unable to construct the improvements under this Section II.C, the City shall issue certificates of occupancy for buildings on the Project Property otherwise eligible to receive certificates of occupancy even if the improvements required under this Section are not completely due to the failure of the City to obtain the required right-of-way.

D. Parkway Center Drive from Elligsen Road to Hollywood Driveway/Jack Burns Boulevard.

Argyle shall be responsible for making the following improvements to Parkway Center Drive from the intersection of Elligsen Road to a location approximately 300 feet south of the existing Hollywood Video Driveway/Jack Burns Boulevard, as more particularly identified on Public Works permit drawings approved by and on file with the City. All improvements shall comply with all applicable City standards.

1. Specific Improvements

- Argyle shall widen Parkway Center Drive to five travel lanes and shall remove the median and relocate the west bicycle lane, curb and sidewalk.
- Construct a double left-turn and a single shared northbound through right-turn lane on the north approach to Elligsen Road.
- To the extent reasonably feasible, Argyle shall relocate the existing trees on Parkway Center Drive to another location on the Project Property.

2. General Provisions

In constructing the improvements under this Section, Argyle shall ensure that the existing curb line on the east side of Parkway Center Drive will remain in its present location, with the westernmost southbound lane as a drop lane at the intersection of Parkway Center Drive and Jack Burns Boulevard.

3. Value of SDC Credits/ROW Reimbursement

Argyle and the City agree and acknowledge that all of the improvements required under this Section II.D are eligible for SDC credits. The parties estimate that

the cost of improvements eligible for SDC credits is \$248,977, as shown on Exhibit A. Of this total, \$216,397 is apportioned to the physical improvements and \$32,580 is apportioned to the costs for acquisition of the right-of-way. All new dedicated right-of-way required under this Section II.D shall be dedicated to a location 1-½ feet behind the face of the curb.

E. Parkway Center Drive from Burns Way to Jack Burns Boulevard

Argyle shall be responsible for making the following improvements to Parkway Center Drive from a point approximately 300 feet southwest of Burns Way to a point approximately 300 feet south of Jack Burns Boulevard, as more particularly identified on Public Works permit drawings approved by and on file with the City. All improvements shall comply with all applicable City standards.

1. Specific Improvements

- Argyle shall construct an additional northbound lane if, and only if, sufficient SDC credits are available to Argyle for such construction. If sufficient SDC credits are not available, construction of the northbound lane shall be deferred until such time as sufficient SDC credits are available. If construction is deferred because there are not sufficient SDC credits available, then the City shall be solely responsible for the construction and costs thereof of these improvements when constructed by the City.
- Argyle, or the City, as appropriate, shall ensure that when constructing the northbound lane, that the east curb of Parkway Center Drive remains in its present location.
- Upon construction of the northbound lane, Argyle, or the City, as appropriate, shall relocate existing median trees and remove the existing northbound left-turn lane at Burns Way.

2. General Provisions

Prior to the issuance of an occupancy permit for the adjacent retail improvements, regardless of whether Argyle constructs the northbound lane, Argyle shall dedicate to the City sufficient right-of-way to allow for the construction of the northbound lane, as shown on Public Works permit drawings approved by and on file with the City.

3. Value of SDC Credits/ROW Reimbursement

Argyle and the City agree and acknowledge that of all the improvements required under this Section II.E are eligible for SDC credits. The parties estimate that the cost of improvements eligible for SDC credits is \$94,666. Of this total, \$69,376 is apportioned to the physical improvements and \$25,290 is apportioned to the costs for acquisition of the right-of-way. All new dedicated right-of-way required under this Section II.D shall be dedicated to a location 1-½ feet behind the face of the curb.

F. Sewer Line Replacement from MH4004 to MH30026

Argyle shall be responsible for the replacement of the existing 10-inch City sewer line in an existing easement across the street from the Project Property, as more particularly identified on Public Works permit drawings approved by and on file with the City. Argyle and the City agree and acknowledge that of the improvements required under this Section II.G, \$142,771 of the improvements shall be eligible for sewer SDC credits.

G. Storm Improvements

Argyle shall be responsible for the extension of the existing storm line to complete the system from Elligsen Road to Parkway Center Drive and south, as more particularly identified on Public Works permit drawings approved by and on file with the City. The storm line will be designed with a 27-inch diameter to match upstream, City-funded improvements and will connect to City-funded improvements crossing Parkway Center Drive. Argyle and the City agree that the improvements are estimated to cost \$53,442. Of this total, \$34,042 shall be eligible for storm SDC credits, and \$21,400 shall be reimbursed to Argyle from the City. In addition to the SDC credits set forth immediately above, the City shall reimburse Argyle for eligible costs associated with the storm sewer improvements estimated to be \$158,297.

H. Value of Right-of-Way

The Parties agree that all right-of-way dedications of the Project Property required in connection with the improvements under this Section II shall be valued at \$9.00 per foot including the value of the improvements required under Section II. All right-of-way to be dedicated shall be dedicated to a location which is 1-½ feet behind the face of the curbs to be installed.

I. Contribution by City

The Parties acknowledge that the total street SDC credits will exceed the total street SDC charges by approximately \$125,174, as shown on Exhibit A. In order to offset this excess credit, the City agrees to pay to Argyle the sum of \$100,000, to be paid within 30 days after acceptance of the street improvements by the City.

III. GENERAL OBLIGATIONS

A. Interconnection and Coordination

In constructing the improvements required under this Agreement, Argyle shall coordinate with all appropriate jurisdictions, including Clackamas County and ODOT. Argyle shall also be responsible for installing all necessary interconnection equipment and interconnecting conduit along the entire Project Property to allow interconnection with utility facilities by the City or adjacent property owners.

B. Landscaping

Argyle shall install all required landscaping along the entire frontage of the Project Property consistent with all applicable City ordinances.

C. Plans and Construction

Argyle is solely responsible for the design and construction of all improvements required under this Agreement. The City shall be responsible for reviewing and approving all plans, which approval shall occur within 30 days after the City's receipt of satisfactory plans, and shall inspect the Project Property and all required improvements. By reviewing and approving the plans and design for the improvements required under this Agreement, and issuing permits for the construction of such improvements, the City shall be deemed to have concluded that the improvements identified as eligible for SDC credits under this Agreement are in fact eligible for such SDC credits. All such approved improvements shall be deemed eligible for SDC credits. Argyle shall be responsible for the coordination all materials testing for improvements required under this Agreement. Argyle shall be responsible for the payment of all applicable Public Works permit fees. Notwithstanding anything to the contrary in this Agreement, Argyle shall only be required to install asphalt pavement when making any street improvements.

D. Costs

Both parties acknowledge that the costs set forth in this Agreement are estimates only and that the final costs of the improvements required under this Agreement may vary based on final design approval and actual construction costs.

IV. MISCELLANEOUS PROVISIONS

A. Road Dedication

Other than right-of-way to be dedicated by Argyle pursuant to the Final Plat, the City shall be responsible for the acquisition of all right-of-way required to be acquired in connection with the improvements set forth in this Agreement, and all such right-of-way shall be acquired by the City as soon as possible after the effective date of this Agreement.

B. Further Assurances

Each party shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder in good faith, to carry out the intent of the parties hereto.

C. Modification or Amendment

No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

D. Relationship

Nothing herein shall be construed to create an agency relationship or a partnership or joint venture between the parties.

E. Burden and Benefit; Assignment

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties and their successors and assigns. Argyle covenants and agrees that it shall notify any successor in interest or any tenant on the Project Property of Argyle's obligations under this Agreement. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

F. No Continuing Waiver

The waiver of either party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

G. Applicable Law

This Agreement shall be interpreted under the laws of the State of Oregon.

H. Legal Fees

If either party commences legal proceedings, including arbitration or mediation, for any relief against the other party arising out of or related to this Agreement, or the breach thereof, the losing party shall pay the prevailing party's legal costs and expenses, including, but not limited to, arbitration costs, reasonable attorneys' fees and expert witness fees as determined by the court or the arbitrator, at the trial level or on any appeal.

I. Time of Essence

Time is expressly declared to be of the essence of this Agreement.

J. 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: Eldon Johansen
City of Wilsonville
30000 S.W. Town Center Loop East
Wilsonville, OR 97070

To Argyle: Bruce Burns
Argyle Capital LLC
4800 SW Meadows Road, Suite 475

Lake Oswego, OR 97035
Fax: (503) 697-0541

With a copy to: Steve Pfeiffer
Perkins Coie LLP
1211 SW 5th, Suite 1500
Portland, OR 97204-3715
Fax: (503) 727-2222

Bob Burns
c/o Specht Development, Inc.
15400 SW Millikan Way
Beaverton, OR 97006
Fax: (503) 626-8903

K. Rights Cumulative

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

L. Counterparts

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

M. No Third Party Beneficiaries

None of the duties and obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in, any person or entity other than the parties hereto.

N. Dispute Resolution.

1. Mediation.

All disputes arising out of this Agreement shall first be submitted to mediation. Either party desiring mediation shall provide the other party with a written notice (the "Request to Mediate") which shall set forth the nature of the dispute. The parties shall in good faith cooperate in the selection of a mediator and may adopt any procedural format that seems appropriate for the particular dispute. In the event a written settlement agreement is not executed by the parties, in the parties' sole discretion, within

twenty (20) days from the date of the Request to Mediate or such longer time frame as may be agreed upon in writing by the parties, then either any party may make demand for arbitration pursuant to the following paragraph.

2. Arbitration

Any dispute arising under this Agreement, which is not resolved through mediation, may be submitted by either any party to arbitration conducted in Portland, Oregon before a single arbitrator selected by mutual agreement of the parties. The arbitrator shall have substantial experience in commercial real estate and construction disputes. If the parties are unable to mutually select an arbitrator within 20 days, then each party shall select an arbitrator and the two arbitrators shall select a single arbitrator. Judgment upon the arbitrator's award may be entered in any court having jurisdiction of the matter.

3. Four Party Agreement

The City and Argyle are parties to that certain Four Party Agreement for Take Over of Offsite Work (the "Four Party Agreement"). Notwithstanding the mediation and arbitration provision of this section, the City agrees that should a dispute arise under this Agreement, the remedy for which could be resolved pursuant to the terms of the Four Party Agreement, then the City shall pursue its remedies under the Four Party Agreement prior to pursuing any remedy under this Agreement. No such action on the City's part shall constitute a waiver under this Agreement.

O. Effect of Other Approvals

The City and Argyle agree and acknowledge that the conditions of approval and the improvements required under this Agreement are based upon the expected build-out of the Project Property as set forth in the Application, and the other applications submitted to the City for development of the Project Property, including the Costco Design Review application (together, the "Approvals"). If, for whatever reason, Argyle cannot develop the Project Property as anticipated in the Approvals, Argyle shall have the right, but not the obligation, to declare this Agreement null and void, by providing written notice to the City. Upon such declaration neither party shall have any further obligations under this Agreement except that each party shall be responsible for the payment of money, the crediting or payment SDC charges for obligations or work completed prior to the date of termination. For example, should Argyle complete improvements required under this Agreement and then terminate this Agreement pursuant to this section, then the City shall be obligated to provide the required SDC credits to Argyle for such work.

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

ARGYLE:

Argyle Capital LLC, an Oregon limited liability company

By _____

Its _____

Date: _____

CITY:

City of Wilsonville, an Oregon municipal corporation

By _____

Its _____

Date: _____

ARGYLE SQUARE
 PRELIMINARY GOVERNMENTAL AND JURISDICTIONAL FEES
 City of Wilsonville

ASSUMPTIONS: based on Stage II approved site plan		MASTER PLAN	COMMON SITE AREA	UNIT A	UNIT B	UNIT C/D	PAD 1	PAD 2	PAD 3	PAD 4	PAD 5	PAD 6/7	PAD 8	TOTAL	
				Big Box (Target)	Big Box (Costco)	Retail	Fast Food	Sit Down Restaurant	Fast Food	Gas Station	Sit Down Restaurant	Retail Store	Quality Restaurant		
Use:															
Estimated Employees:				150	20	30	20	15	25	30	35			\$10 employees	
1 Weekday PM Peak Hour Trip Generation (Net trips - Internal trips - pass-by trips):				339	657	152	47	35	60	47	32	83	27	1,470 trips	
2 Weekday PM Peak Hour Trips thru I-5/Wilsonville Rd Interchange:				12.87	15.01	5.05	0.35	0.81	0.51	0.28	0.61	1.70	1.01	38 trips	
3 Washington Co - Weekday Average Trips:				5728	6788	2283	160	365	228	128	274	787	457	17,178 trips	
Estimated Fixture Units:				407	407	40	117	117	117	30	117	30	120	1,095 fixtures	
Equivalent Dwelling Units:				18	25	3	7	7	7	2	7	2	8	84 EDUs	
Building Floor Area:				376,163	125,400	148,663	50,000	3,500	8,000	5,000	2,800	6,000	16,500	376,163 SF	
Site Area:				41.59	3.14	10.81	14.94	4.19	1.07	1.31	1.14	1.04	0.88	41.59 acres	
Site SF:				1,811,530	136,778	482,172	650,786	162,518	46,809	57,064	49,658	45,172	38,333	1,811,530 SF	
Impervious Site Area:				116,262	254,717	\$42,247	155,139	39,618	48,504	42,210	38,396	32,583	62,574	1,390,750 SF	
Construction Cost:				\$4,250,000	\$7,100,000										
4 Water Meter Size:				2"	3"	2"	1.5"	1.5"	1.5"	1.5"	see Pad 6/7	2"	see Unit C/D	meter	
Irrigation Water Meter Size:				2"	2"	1"	1.5"	1"	1"	1"	1"	1"	see Unit C/D	meter	
FEE ESTIMATE:															
COMP. PLAN AMENDMENT & ZONE CHANGE (w/ PC MASTER PLAN AMENDMENT)														\$1,190 CP / ZC	
SUBDIVISION - TENT. PLAT: \$600 = \$125/net acre for all sites > 1 acre + .0125/SF for all bldgs > 10,000 SF														\$0 Tent. Plat	
SUBDIVISION - FINAL PLAT:														\$200 Final Plat	
STAGE I: \$1,200 = \$125/net acre for all sites + .0125/SF for all bldgs > 10,000 SF														\$11,101 Stage I	
STAGE II: \$1,200 = \$125/net acre for all sites + .0125/SF for all bldgs > 10,000 SF														\$1,050 Stage II	
MASTER SIGN PLAN:														\$60 Master Sign Plan	
DESIGN REVIEW:				\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$6,000 Site/Design Review	
6 STREET SDC (TIF):														\$1,789,888 Street SDC (TIF by employee)	
				\$359,800	\$28,200	\$28,180	\$70,160	\$105,240	\$70,160	\$52,820	\$87,780	\$105,240	\$122,780	\$3,610,239 TIF by PM Peak Hour	
				\$27,499	\$1,803,737	\$371,032	\$114,727	\$85,435	\$146,460	\$114,727	\$78,112	\$202,603	\$65,907	\$1,030,538 TIF by WaCo	
				\$343,548	\$407,277	\$136,980	\$9,589	\$21,817	\$13,698	\$7,671	\$18,438	\$46,025	\$27,398		
7 I-5/WILSONVILLE RD SDC:				\$28,497	\$33,784	\$11,363	\$795	\$1,818	\$1,136	\$838	\$1,364	\$3,818	\$2,273	\$85,500 I-5/Wilsonville South interchange	
8 STORM SEWER SDC:				\$40,245	\$85,675	\$24,512	\$6,260	\$7,664	\$6,669	\$6,067	\$5,148	\$9,887	\$9,243	\$201,369 Storm Sewer SDC	
NFDES 1200C PERMIT:				\$560										\$560 NFDES	
8 SANITARY SEWER SDC:				\$71,904	\$112,350	\$13,482	\$29,268	\$29,288	\$29,288	\$4,648	\$29,288	\$8,988	\$33,472	\$381,998 Sanitary Sewer SDC	
SEWER PERMIT:				\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$3,800 Sewer Permit	
9 WATER CONNECTION SDC:				\$32,002	\$60,921	\$16,001	\$14,652	\$14,652	\$14,652	\$14,652	\$16,001	\$16,001	\$16,001	\$215,535 Water SDC	
IRRIGATION WATER CONNECTION SDC:				\$32,002	\$32,002	\$10,036	\$7,326	\$10,036	\$10,036	\$10,036	\$5,018	\$5,018	\$7,326	\$138,872 Water Irrigation SDC	
PARK SDC:				\$5,800	\$6,700	\$4,930	\$1,160	\$1,740	\$1,740	\$870	\$1,450	\$1,740	\$2,030	\$29,580 Parks SDC	
10 BUILDING PERMIT:				\$714.45 for the 1st \$100,000 + \$4.13 for each addtl \$1,000 or fraction thereof	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included		
				Building Plan Review - 65%	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included		
				Final Life Safety Review - 40%	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included		
				State Surcharge - 6%	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included		
				Planning Review - 004 X project value; \$7,500 max	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included		
TOTAL:				\$14,181	\$582,210	\$838,628	\$376,763	\$133,311	\$171,388	\$134,061	\$90,489	\$146,929	\$151,651	\$194,085	\$2,813,674 TOTAL FEES
PRIOR DEVELOPMENT SDC CREDITS:															
Traffic Impact Fee - Prior Employee TIF credit based on 236 employees				\$827,888											\$827,888 Prior Use Credits
Traffic Impact Fee - Based on prior PM peak hour trips - pass by trips = 350 trips				\$1,342,550											\$1,342,550 Street SDC credit
Traffic Impact Fee - I-5/Wilsonville Rd SDC Credit - 11 trips				\$24,750											\$24,750 I-5/Wilsonville South interchange credit
Storm Sewer SDC - based on 85% of 28.7 acres				\$165,989											\$165,989 Storm Sewer credit
Sanitary Sewer SDC				\$133,163											\$133,163 Sanitary Sewer credit
Water SDC - based on four (4) 1.5" meters and one (1) 1" meter				\$68,644											\$68,644 Water credit
Parks SDC - based on 236 employees				\$13,688											\$13,688 Parks credit
CREDIT TOTAL:				\$1,234,100											\$1,234,100 Total credits for prior use
NOTES:															
These fees are strictly estimates. Actual fees may vary at the time of permit application and/or issuance.															
Information regarding prior development and assumptions regarding trips, employees, fixture units, and water meter size based on DEA memo (8/19/01). These assumptions will need to be reviewed as the site plan is refined.															
1 PM Trips based on DKS "Argyle Square Transportation Impact Study," November 2001															
2 Based on 38 trips, for the entire development, to the south interchange as indicated in DKS "Argyle Square Transportation Impact Study," November 2001. Distributed proportionately based on SF (.000101 trips per SF)															
3 Washington County Trip Rates based on ITE 820E - Shopping Center 300,000 - 398,899 gross SF															
4 Assumes 1.5" meter for buildings < 10,000 SF; 2" meter for buildings > 10,000 SF. Water meters shared for Unit C/D and Pad 6 and Pads 5/6/7.															
5 When more than one land use application is applied for at the same time, fee is 100% of first application, and 10% of all other applications															
6 City of Wilsonville determined that TIF will be assessed based on the Street SDC rate (per # of employees)															
7 The I-5 interchange SDC charge is based on 38 PM peak hour trips that are estimated to travel through the I-5/Wilsonville Road Interchange and distributed proportionately based on building SF.															
8 Sanitary Sewer SDC Rates: Shopping Center: \$4,494 per EDU; Restaurant: \$4,184 per EDU; Service Station: \$2,324 per EDU															
9 Water SDC breakdown: 1" meter = \$10,036; 1.5" meter = \$14,652; 2" meter = \$32,002; 3" meter = \$60,921. Water meter fee shared for Unit C/D and Pad 6 and Pads 5/6/7.															
10 Permits that are typically the contractor's responsibility, such as the mechanical, plumbing, electrical, and signage permits, are not included in this estimate. These permit costs vary significantly depending upon the type of project, and require specific information which is not available at this time. Building permit fees are based on the above assumed value. At the time of plan review, the plans examiner will evaluate the estimated construction cost, and adjust it and the fees accordingly.															
Interior roads (common areas) assumed to be assessed at building permit rate. Does not include public road improvements at this time.															
11 South interchange trips prorated; based on 550 total prior trips; 11 to the south interchange. (Total new trips = 1859; 38 trips to south interchange). Credits distributed proportionately to Unit A, B, C/D, Pads 5, 6/7, 8 based on SF (.00030624 trips per SF).															
12 Storm Sewer SDC credit based on 85% of 28.7 acre previous impervious area.															
13 Sanitary Sewer SDC credit based on Burns Brothers truck stop-1300/sf, 1350/sf; Hotel-431/sf, 17.24EDU; IHOP-117/sf, 3.1EDU; Mrs. B's-117/sf, 3.1EDU; Theater-90/sf, 6.5EDU															
14 Net Street SDC assumes Street SDC minus all credits (Street SDC credit, road improvement credits, ROW dedication credits, City contribution)															
Development Agreement															
\$1,046,368 Road Improvement Credit															
\$40,000 Add'l ROW Dedication Credit estimate															
\$1,086,368 Subtotal Road Improvement Credit															
\$32,042 Storm Sewer Improvement Credit															
\$142,771 Sanitary Sewer Improvement Credit															
Net SDC's															
-\$125,174 Street SDC															
-\$100,000 City Contribution to Road Improvements															
-\$25,174 Net Street SDC - 1A															
-\$80,750 Net I-5/Wilsonville South Interchange SDC															
-\$3,360 Storm Sewer SDC															
-\$86,062 Net Sanitary Sewer SDC															
-\$285,763 Net Water SDC (Domestic & Irrigation)															
-\$15,892 Net Parks SDC															
\$448,487 TOTAL SDC to be paid*															
* Total SDC does not include "excess credits"															
City Reimbursement for City Public Storm															
\$158,297 Repairs completed by Argyle															
City Reimbursement for City Public Storm															
\$21,400 Improvements completed by Argyle															

ARGYLE SQUARE
 PRELIMINARY GOVERNMENTAL AND JURISDICTIONAL FEES
 City of Wilsonville

ASSUMPTIONS: based on Stage II approved site plan	MASTER PLAN		COMMON SITE AREA		UNIT A	UNIT B	UNIT C/D	PAD 1	PAD 2	PAD 3	PAD 4	PAD 5	PAD 6/7	PAD 8	TOTAL
	PLAN	SITE AREA	Big Box (Target)	Big Box (Cost)											
Use:															
Estimated Employees:			100	150	20	20	30	20	15	25	30	35			510 employees
1/Weekday PM Peak Hour Trip Generation (Net trips - Internal trips - pass-by trips):			339	657	162	47	35	63	47	32	63	27			1,479 trips
2/Weekday PM Peak Hour Trips thru I-5/Wilsonville Rd Interchange:			38 trips; 0.00101 trips per SF	12.67	15.01	5.05	0.35	0.81	0.51	0.28	0.61	1.70	1.01		38 trips
3/Washington Co - Weekday Average Trips:			ITE B20E - 45.66 trips per 1,000 SF	5726	6768	2283	160	365	226	128	274	767	457		17,176 trips
Estimated Fixture Units:				407	407	407	117	117	117	30	117	30	120		1,095 fixtures
Equivalent Dwelling Units:			16 fixture units per EDU	18	25	3	7	7	7	2	7	2	8		84 EDU's
Building Floor Area:			376,163	125,400	148,663	50,000	3,500	8,000	5,000	2,800	8,000	16,800	10,000		378,163 SF
Site Acreage:			41.58	10.61	14.94	4.19	1.07	1.31	1.14	1.04	0.68	1.69	1.58		41.58 acres
Site SF:			1,811,530	136,778	482,172	650,766	162,516	46,809	57,064	49,656	45,172	38,333	73,618		1,811,530 SF
Impervious Site Area:			Assume 15% landscaping	116,282	254,717	642,247	155,339	39,618	48,504	42,210	38,396	32,563	62,574		1,390,750 SF
Construction Cost:				\$4,250,000	\$7,100,000										
4/Water Meter Size:				2"	3"	2"	1.5"	1.5"	1.5"	1.5"	see Pad 6/7		2"	see Unit C/D	
5/Irrigation Water Meter Size:				2"	2"	1"	1.5"	1"	1"	1"	1"	1"	1"	see Unit C/D	
FEE ESTIMATE:															
COMP. PLAN AMENDMENT & ZONE CHANGE (w/ PC MASTER PLAN AMENDMENT)			\$1,190												\$1,190 CP / ZC
SUBDIVISION - TENT. PLAT:			\$600 * \$125/net acre for all sites > 1 acre * .0125/SF for all bldgs > 10,000 SF												\$0 Tent. Plat
SUBDIVISION - FINAL PLAT:															\$200 Final Plat
STAGE I:			\$1,200 * \$125/net acre for all sites * .0125/SF for all bldgs > 10,000 SF												\$11,101 Stage I
5/STAGE II:			\$1,200 * \$125/net acre for all sites * .0125/SF for all bldgs > 10,000 SF												\$1,050 Stage II
MASTER SIGN PLAN:			\$60												\$60 Master Sign Plan
DESIGN REVIEW:			\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$4,000 Site/Design Review
6/STREET SDC (TIF):			Resat/Commercial: \$3,500 per employee PM Peak Hour Trip Rate: \$2,441 per PM Peak Hour trip Washington County Trip Rate: \$60 per Business/Commercial Trip	\$350,898	\$528,290	\$288,180	\$70,168	\$105,240	\$70,168	\$82,828	\$97,780	\$185,248	\$122,780		\$1,790,080 Street SDC (TIF by employee)
				\$634,546	\$407,277	\$136,980	\$9,589	\$21,817	\$13,698	\$7,671	\$18,438	\$48,025	\$27,396		\$3,616,238 TIF by PM Peak Hour
															\$1,030,638 TIF by WaCo
7/I-5/WILSONVILLE RD SDC:			\$2,250 per trip	\$26,497	\$33,784	\$11,363	\$795	\$1,818	\$1,136	\$636	\$1,364	\$3,816	\$2,273		\$85,500 I-5/Wilsonville South Interchange
8/STORM SEWER SDC:			15.8 cents / SF	\$40,245	\$85,675	\$24,512	\$6,260	\$7,664	\$6,869	\$6,067	\$5,148	\$9,887	\$9,243		\$201,369 Storm Sewer SDC
9/IRREGULAR TOPOG PERMIT:			\$500												\$500 IRREG.
10/SANITARY SEWER SDC:				\$71,904	\$112,350	\$13,482	\$29,288	\$29,288	\$29,288	\$4,648	\$29,288	\$6,988	\$33,472		\$361,998 Sanitary Sewer SDC
11/SEWER PERMIT:				\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$360	\$360		\$3,600 Sewer Permit
12/WATER CONNECTION SDC:				\$32,002	\$80,921	\$16,001	\$14,652	\$14,652	\$14,652	\$14,652	\$16,001	\$16,001	\$16,001		\$215,535 Water SDC
13/IRRIGATION WATER CONNECTION SDC:				\$32,002	\$32,002	\$10,036	\$7,326	\$10,036	\$10,036	\$10,036	\$10,036	\$5,018	\$5,018		\$136,872 Water Irrigation SDC
14/PARK SDC:			\$56 per employee	\$5,800	\$6,700	\$4,830	\$1,160	\$1,740	\$1,160	\$870	\$1,450	\$1,740	\$2,030		\$29,580 Parks SDC
15/BUILDING PERMIT:			\$714.45 for the 1st \$100,000 + \$4.13 for each add'l \$1,000 or fraction thereof Building Plan Review - 65% Final Life Safety Review - 40% State Surcharge - 6% Planning Review - .004 X project value; \$7,500 max	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included	Not included
TOTAL: \$14,161 \$582,210 \$838,826 \$376,783 \$133,311 \$171,398 \$134,061 \$90,489 \$148,829 \$151,851 \$194,085 \$2,813,874 TOTAL FEES															
PRIOR DEVELOPMENT SDC CREDITS:															
			Traffic Impact Fee - Prior Employee TIF credit based on 236 employees	\$627,868											\$627,868 Prior Use Credits
			Traffic Impact Fee - Based on prior PM peak hour trips - pass by trips = 550 trips	\$1,342,550											\$2,010,418 Street SDC credit
			Traffic Impact Fee - I-5/Wilsonville Rd SDC Credit - 11 trips	\$24,750											\$24,750 I-5/Wilsonville South Interchange credit
			Storm Sewer SDC - based on 65% of 26.7 acres	\$165,968											\$165,968 Storm Sewer credit
			Sanitary Sewer SDC	\$133,163											\$133,163 Sanitary Sewer credit
			Water SDC - based on four (4) 1.5" meters and one (1) 1" meter	\$68,644											\$68,644 Water credit
			Parks SDC - based on 236 employees	\$13,688											\$13,688 Parks credit
			CREDIT TOTAL:	\$1,234,100											\$1,234,100 Total credits for prior use

NOTES:

- These fees are strictly estimates. Actual fees may vary at the time of permit application and/or issuance.
- Information regarding prior development and assumptions regarding trips, employees, fixture units, and water meter size based on DEA memo (8/18/01). These assumptions will need to be reviewed as the site plan is refined.
- 1 PM Trips based on DKS "Argyle Square Transportation Impact Study," November 2001
- 2 Based on 38 trips, for the entire development, to the south interchange as indicated in DKS "Argyle Square Transportation Impact Study," November 2001. Distributed proportionately based on SF (.000101 trips per SF)
- 3 Washington County Trip Rates based on ITE B20E - Shopping Center 300,000 - 399,999 gross SF
- 4 Assumes 1.5" meter for buildings < 10,000 SF; 2" meter for buildings > 10,000 SF. Water meters shared for Unit C/D and Pad 8 and Pads 5/6/7.
- 5 When more than one land use application is applied for at the same time, fee is 100% of first application, and 10% of all other applications
- 6 City of Wilsonville determined that TIF will be assessed based on the Street SDC rate (per # of employees)
- 7 The I-5 interchange SDC charge is based on 38 PM peak hour trips that are estimated to travel through the I-5/Wilsonville Road interchange and distributed proportionately based on building SF.
- 8 Sanitary Sewer SDC Rates: \$4,494 per EDU; Restaurant: \$4,184 per EDU; Service Station: \$2,324 per EDU
- 9 Water SDC breakdown: 1" meter = \$10,036; 1.5" meter = \$14,652; 2" meter = \$32,002; 3" meter = \$80,921. Water meter fee shared for Unit C/D and Pad 8 and Pads 5/6/7.
- 10 Permits that are typically the contractor's responsibility, such as the mechanical, plumbing, electrical, and signage permits, are not included in this estimate. These permit costs vary significantly depending upon the type of project, and require specific information which is not available at this time. Building permit fees are based on the above assumed value. At the time of plan review, the plans examiner will evaluate the estimated construction cost, and adjust it and the fees accordingly. Interior roads (common areas) assumed to be assessed at building permit rate. Does not include public road improvements at this time.
- 11 South interchange trips prorated; based on 550 total prior trips; 11 to the south interchange. (Total new trips = 1859; 38 trips to south interchange). Credits distributed proportionately to Unit A, B, C/D, Pads 5, 6/7, 8 based on SF (.000030624 trips per SF).
- 12 Storm Sewer SDC credit based on 65% of 26.7 acres previous impervious area
- 13 Sanitary Sewer SDC credit based on Burns Brothers truck stop 1300B, 13EDU; Hotel 4311u/17.24EDU; IHOP-117u/7.31EDU; Mrs. G's-117u/7.31EDU; Theater-90u/5.65EDU
- 14 Net Street SDC assumes Street SDC minus all credits (Street SDC credit, road improvement credits, ROW dedication credits, City contribution)

\$1,048,368	Development Agreement
\$40,000	Road Improvement Credit
\$1,088,368	Adopt ROW Dedication Credit estimate
\$32,042	Subtotal Road Improvement Credit
\$1,120,410	Storm Sewer Improvement Credit
\$142,771	Sanitary Sewer Improvement Credit
	Net SDC's
-\$126,174	Street SDC
\$100,000	City Contribution to Road Improvements
-\$25,174	Net Street SDC 14
\$80,750	Net I-5/Wilsonville South Interchange SDC
\$3,360	Storm Sewer SDC
\$86,062	Net Sanitary Sewer SDC
\$265,783	Net Water SDC (Domestic & Irrigation)
\$15,892	Net Parks SDC
\$469,467	TOTAL SDC to be paid*
	* Total SDC does not include "excess credits"
\$158,297	City Reimbursement for City Public Storm Repairs completed by Argyle
	City Reimbursement for City Public Storm Repairs completed by Argyle
\$21,400	City Reimbursement for City Public Storm Improvements completed by Argyle