

RESOLUTION NO. 1885

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE VESTING AGREEMENT WITH COSTA PACIFIC COMMUNITIES TO BE EXECUTED BY THE CITY MANAGER

WHEREAS, the City Council adopted Resolution No. 1859 on February 19, 2004, which resolution, among other things, authorized execution of a vesting agreement between the City and Costa Pacific Communities vesting peak afternoon vehicle trips through Wilsonville Road; and

WHEREAS, the vesting agreement with Costa Pacific authorized by Resolution No. 1859 was executed pursuant to Resolution No. 1859; and

WHEREAS, Costa Pacific timely advised the City in writing of the intent to seek the LID financing option as to Wilsonville Road improvements and agreed to provide waivers of remonstrance; and

WHEREAS, at the time the vesting agreement with Costa Pacific was executed, the City anticipated that improvements to Boeckman Road would be financed through an LID and therefore included in the vesting agreement a requirement that waivers of remonstrance be executed as to Boeckman Road improvements; and

WHEREAS, the City and Costa Pacific have negotiated and reached agreement on a Finance Plan for Villebois Village and a Development Agreement for a portion of Villebois Village. The City has also negotiated and reached agreement on a Development Agreement for another portion of Villebois Village. Under the Finance Plan and Development agreement Boeckman Road improvements will not be funded by an LID. There is no need for the waivers of remonstrance to include Boeckman Road improvements; and

WHEREAS, an extension of the time provided to execute waivers of remonstrance is appropriate, given the change in the required form of the waivers of remonstrance.

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

1. The City Manager is authorized to execute an amendment to the Agreement For Vesting of Peak PM Hour Traffic Trips that was entered into between the City and Costa Pacific

as authorized by Resolution No. 1859, provided that the amendment is substantially in the form of Exhibit A to this agreement.

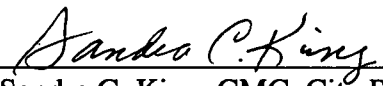
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of June, 2004, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, MAYOR

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

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

Attachment: Exhibit A – Amendment to Agreement for Vesting of Peak PM Hour Trips with Costa Pacific Communities

**AMENDMENT TO AGREEMENT FOR
VESTING OF PEAK PM HOUR TRIPS**

This Amendment to Agreement for Vesting of Peak PM Hour Trips ("Amendment") is entered into between the City of Wilsonville ("City"), an Oregon municipal corporation, and Costa Pacific Communities ("Developer") on behalf of property owners in the Villebois Master Plan Area.

RECITALS

- A. City and Developer entered into an Agreement for Vesting of Peak PM Hour Traffic Trips on February 19, 2004 ("Agreement").
- B. Developer timely exercised the option under Section 1B of the agreement to submit waivers of remonstrance to formation of an LID.
- C. Exhibit B to the Agreement was a form for a waiver of remonstrance that included both Wilsonville Road improvements and Boeckman Road improvements.
- D. City and Developer have entered into a Finance Plan and a Development Agreement that do not require formation of an LID for Boeckman Road. Therefore, the waivers of remonstrance should not include Boeckman Road improvements.
- E. City and Developer have agreed to amend the form of Exhibit B. Because of the change in the form of waiver of remonstrance, an extension of the time to execute the waivers of remonstrance is needed.

AMENDMENTS TO AGREEMENT

- 1. The last sentence of Section 1.B of the Agreement is revised to read: "Within 30 days of execution of this Agreement, Developer shall advise in writing which owners shall seek the LID financing option and shall thereafter as the Developer and City shall agree provide the applicable Waivers of Remonstrance by August 31, 2004."
- 2. Exhibit B of the Agreement is amended by deletion of the original Exhibit B and replacement with Exhibit A to this Amendment.
- 3. All provisions of the Agreement not expressly amended by this Amendment remain in effect.

COSTA PACIFIC COMMUNITIES

By: _____

Its: _____

CITY OF WILSONVILLE

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Michael E. Kohlhoff
Wilsonville City Attorney

STATE OF OREGON)
) ss.
County of)

This instrument was acknowledged before me this ____ day of _____, 2004, by
_____, on behalf of the City of Wilsonville,

NOTARY PUBLIC FOR OREGON
My Commission Expires:

STATE OF OREGON)
) ss.
County of)

This instrument was acknowledged before me this ____ day of _____, 2004, by
_____, on behalf of _____.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

**RESTRICTIVE COVENANT WAIVING
RIGHT OF REMONSTRANCE FOR
FORMATION OF LID**

After recording, return to:
City of Wilsonville
30000 SW Town Center Loop E.
Wilsonville, OR 97070

I, _____, legal owner of the real property described in Exhibit A, attached, give my consent to the formation of LOCAL IMPROVEMENT DISTRICTS affecting said property. I expressly waive any and all right to remonstrate against the formation of a LOCAL IMPROVEMENT DISTRICT in accordance with applicable development agreements and the City of Wilsonville's applicable development standards in effect at the time of such improvement. I irrevocably consent to the formation of a LOCAL IMPROVEMENT DISTRICT by the City of Wilsonville for the inclusion of the property into the district, for the purpose of assessing the cost of such improvement to the said property and to any other property benefited by the improvement, such assessment to be made in accordance with applicable development agreements, laws and ordinances existing at the time of the improvement. It is understood that "local improvements", as the term is used in this agreement, applies to capital construction and improvements, as defined by ORS 310.140, to increase traffic capacity at the 1-5/Wilsonville Road interchange, necessary to facilitate development of the Villebois Village area and may include street, sewer, waterline, traffic, signal, sidewalk, parking, curbing, drain, or other local improvement defined in ORS 3 10.140 and paid for in whole or in part by special assessment. No provision of this agreement deprives the undersigned of any existing right to dispute assessment methodology.

The signature(s) appearing on this document is to be construed as equivalent to a signature(s) appearing on a petition to form a LOCAL IMPROVEMENT DISTRICT for any of the aforesaid purposes.

The covenants herein contained shall be binding upon the undersigned and his/her/their successors in interest as covenants running with the land, effective for twenty years from this date; provided, however, that the City of Wilsonville shall have the right to extend the covenants for an additional twenty years by recording a notice of such extension in the deed records of the

County in which said property is situated prior to the expiration of the first twenty-year period.

The following information is for reference purposes only:

Tax Map: _____ Tax Lot(s): _____

Site Address: _____

Signature

Date

Signature

Date

STATE OF OREGON)
) ss
County of _____)

On this ____ day of _____, 20__, before me, a notary public in and for said
County and State, personally appeared _____
_____ known to me to be the person(s) whose name _____
subscribed to the within instrument and acknowledged that _____ executed the same for the
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and
year above written.

Notary Public for Oregon

My Commission Expires: _____