

RESOLUTION NO. 2262

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING ADDENDUM NO. 3 TO THE DEVELOPMENT AGREEMENT AMONG THE CITY OF WILSONVILLE, THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, AND MATRIX DEVELOPMENT ET AL.

WHEREAS, Addendum No. 3 To The Development Agreement Among City of Wilsonville And The Urban Renewal Agency Of The City of Wilsonville And Matrix Development Corporation Et Al., hereinafter referred to as Addendum No. 3, is marked as Exhibit A to this Resolution and incorporated by reference as if fully set forth herein; and

WHEREAS, as provided in the recitals to Addendum No. 3, the City, the Agency, and certain successors to Matrix Development, through bankruptcy proceedings, to certain portions of SAP-East within the Villebois Village Master Plan, namely Legend Homes Corporation and REDUS OR Land LLC, desire to amend the Development Agreement Among City Of Wilsonville And The Urban Renewal Agency Of The City Of Wilsonville And Matrix Development Corporation Et Al., dated June 14, 2004, and its Addendums 1 and 2 (the "Development Agreement"); and

WHEREAS, the City and the Urban Renewal Agency are independently negotiating amendment modifications to the Development Agreement with the other property owners whose property Matrix previously had contract or option rights to within SAP-East, namely, Louis J. Fasano, Margaret P. Fasano, and the DeArmond Family Trust, as one property ownership; and Donald E. Bischoff and Sharon L. Lund as to the remaining property ownership; and all other property owners to the Development Agreement having their representative ownership interests acquired by Matrix, and as recited in Addendum No. 3;

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

1. The above recitals are hereby adopted as findings of the City Council and incorporated by reference herein.
2. Addendum No. 3 To The Development Agreement Among City Of Wilsonville And The Urban Renewal Agency Of The City Of Wilsonville And Matrix Development Corporation Et Al., a copy of which is marked Exhibit A, attached

hereto and incorporated herein as if fully set forth, is hereby adopted and the City Manager is authorized to execute the same on behalf of the City.

3. The City Manager, City Attorney, and City Staff are authorized to enter into and complete any and all necessary actions in conformance with Addendum No. 3 and its exhibits.
4. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of December, 2010, and filed with the Wilsonville City Recorder this date.


TIM KNAPP, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

- Mayor Knapp - Yes
- Councilor Kirk - Yes
- Councilor Núñez - Excused
- Councilor Hurst - Yes
- Councilor Goddard - Yes

Attachments:

- Exhibit A – Addendum No. 3 to the Development Agreement

**ADDENDUM NO. 3
TO THE DEVELOPMENT AGREEMENT
AMONG
CITY OF WILSONVILLE
and
THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE
and
MATRIX DEVELOPMENT CORPORATION**

THIS ADDENDUM NO. 3 ("Addendum No. 3"), dated for purposes of reference as of December __, 2010, is made by and among the City of Wilsonville, a municipal corporation of the State of Oregon (the "City"); The Urban Renewal Agency of the City of Wilsonville, a municipal corporation of the State of Oregon (the "URA"); Legend Homes Corporation, an Oregon corporation formerly known as Matrix Development Corporation ("Legend"); and with respect to Section 4 only or as may otherwise be provided herein, REDUS OR Land, LLC, a Delaware limited liability company ("REDUS").

RECITALS

A. The Villebois Master Plan is a land use plan regulating the development of approximately 500 acres of a planned, mixed use community of internal commercial and a mix of 2,600 residential uses, with trails, parks, and open spaces within the City, and to be supported by certain infrastructure (the "Villebois Urban Village"). In or about June 2004, for the purposes of developing home sites within the Villebois Master Plan area, Matrix Development Corporation ("Matrix") acquired certain interests in approximately 150 acres of land within the Villebois Urban Village east of 110th Street known as SAP-East. Thereafter, on or about June 14, 2004, the City, the URA, Matrix and certain other property owners, having an ownership interest in SAP-East, entered into a Development Agreement (the "Development Agreement"). Subsequently, Matrix purchased or obtained options to purchase the balance of the property within SAP-East. Matrix also acquired in connection with its purchase of property owned by Arthur C. and Dee W. Piculell the development rights to mitigate wetlands on other Piculell owned property if needed for the development of SAP-East.

B. The Development Agreement was amended in August 2005 by that certain Contract Addendum No. 1 ("Addendum No. 1") wherein Matrix and the City agreed to modifications in regards to the funding of the I-5/Wilsonville Road Improvements and was further amended in December 2007 by that certain Addendum No. 2 ("Addendum No. 2") wherein Matrix, the City and the URA agreed to modifications in regards to park financing, rainwater system and parks maintenance, and the construction of Barber Street.

C. In conjunction with the purposes of acquiring and developing property in SAP-East, Matrix entered into certain loan agreements with Wachovia Financial Services, Inc. ("Wachovia"). Pursuant to those loan agreements, Matrix granted to Wachovia trust deed liens on Matrix's property in SAP-East.

D. Matrix participated in the City process of adoption of the land use planning regulations for the Villebois SAP-East Master Plan, including but not limited to the Revised Master Parks Plan for the properties east of 110th, and the platting of PDP-1 as the first phase of development of SAP-East.

E. On June 10, 2008, Matrix filed a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Oregon, commencing Case No. 08-32798-tmb 11 (the "Bankruptcy Case").

F. On April 21, 2010, Matrix filed in the Bankruptcy Case a Motion for Approval of Rejection of Development Agreement for Legend at Villebois Project (the "Rejection Motion"). By the Rejection Motion, Matrix sought to preserve, for itself and for Legend as its successor, the right to reject the Development Agreement under 11 U.S.C. § 365 in the event its negotiations with the City and the URA to modify its terms were unsuccessful.

G. On May 13, 2010, the Bankruptcy Court entered an Order Confirming Plan pursuant to which it confirmed Debtor's Second Amended and Restated Plan of Reorganization, as Finally Modified (the "Plan"). The effective date of the Plan was June 1, 2010.

H. In connection with the consummation of the Plan, Wachovia, REDUS and Legend (as the Reorganized Debtor under the Plan) entered into an Agreement for Deed in Lieu of Foreclosure and Acceptance of Collateral in Partial Satisfaction of Indebtedness, dated for purpose of reference as of June 1, 2010 (the "Deed in Lieu Agreement"). REDUS is an affiliate of Wachovia. On July 1, 2010, pursuant to the terms of the Deed in Lieu Agreement, Legend conveyed to REDUS fee title to certain real property within SAP-East (the "REDUS Property"). Attached hereto as **Exhibit 1** is a map that depicts the ownership of the property in SAP-East as of the date hereof. Attached hereto as **Exhibit 2** is a list of the parks and open spaces in SAP-East, the current ownership of the land on which the parks and open spaces are located, and the parties' current estimate of costs to develop the parks and open spaces.

I. The original Villebois Master Plan provided for a 10-acre site for a grade school (the "School") and sports fields, to be located west of 110th and adjacent to Tooze Road. Due to the recessionary economic conditions, the housing development to support the extension of infrastructure to the Tooze Road site has been delayed and likely will not be completed in the near future. Consequently, at the request of the City and the URA, the Villebois Master Plan was amended to provide for the development of the School on property within SAP-East. A map depicting the new site for the School ("School Site") is attached hereto as **Exhibit 3**. Due to the immediacy of the need for the School, the URA, the City, and the West Linn-Wilsonville School District (the "School District") desire to purchase those properties within SAP-East identified as the School Site and owned by The DeArmond Family LLC and Louis J. and Margaret P. Fasano and by REDUS. The URA, the City and the School District further desire to acquire certain property from Legend necessary for entry to the School Site. The agreements for the purchase of those properties are the subject of separate agreements. The parties recognize that there will be a need to amend the PDP-1 plat to provide improvements to Brown Road as an entry to the School Site and that the development of the properties to be acquired from DeArmond/Fasano and from

REDUS will need to accommodate the School Site. Although REDUS is negotiating in good faith with the City concerning a potential sale of a portion of the REDUS Property to the City for the School Site, nothing contained in this Addendum 3 shall be construed as an agreement by REDUS to sell any portion of the REDUS Property for the school site.

J. The parties recognize that in connection with the construction of the School, the School District will enter into a development agreement with the City. It is contemplated that under that agreement the School District will provide certain infrastructure to serve the School such as local roads, storm drainage, and sewer lateral lines. Some of the infrastructure may need to be oversized or provide extra capacity, which will benefit the neighboring properties and will entitle the School District to reimbursement from the benefiting properties at time of development through a Road and Utility Reimbursement District. Pocket Park 10 is not a reimbursable component of the Reimbursement District.

K. The parties recognize that in order for the property in SAP-East other than PDP-1 to be developed a 15-inch sewer trunk line will need to be constructed within the future right of way of Coffee Lake Drive ("Coffee Lake Drive Sewer" or "Sewer"). Coffee Lake Drive traverses the eastern edge of SAP-East, commencing from Barber Street to the south to Boeckman Street to the north. The Sewer will be located within the Coffee Lake Drive right-of-way. Only the segment from a little south of Barber to the Bischof/Lund southern property line is needed to be constructed at this time. REDUS, as the owner of the property upon which the Sewer will be located, intends to provide the City with the necessary easements for the construction, operation and maintenance of the Sewer through the partition plat process. A copy of the proposed partition plat is attached hereto as **Exhibit 4**. While the Sewer is needed for the development of the School Site, it is being sized for additional development and with the understanding that a Coffee Lake Sewer Utility Reimbursement District will be formed and that benefited properties may be subject to reimbursement payments upon development.

L. There is an isolated wetland on the REDUS Property through which the Coffee Lake Drive Sewer extension to the School Site will be located. This wetland will impact the development of the REDUS Property. The City, in consideration of the need to extend the Sewer to the School Site, has previously sought appropriate permits to fill the wetland on the REDUS Property, provided that the City would be responsible only for the wetland fill necessary to accommodate the School. REDUS and the City will continue to cooperate to obtain the wetland fill permit necessary for locating the Sewer on the REDUS Property, with the understanding that REDUS does not waive any claims, rights or positions it may have in regards to the inability to obtain the necessary permit to fill the entire wetland. A map depicting the wetland location is attached hereto as **Exhibit 5**.

M. Under Section 17.2 of the Development Agreement, the parties thereto acknowledged and agreed that the development of SAP-East is subject to market conditions. Among other things, this Addendum No. 3 is intended to replace Section 12.3 of the Development Agreement (as such Section was amended in Addendum No. 2) with regard to parks and open spaces and responsibilities for funding, designing and constructing them, to clarify vesting of I-5 Interchange trips payment, and to acknowledge the relocation of the site for the School and associated fields from SAP-North to SAP-East. The parties further acknowledge

that adverse market conditions have also affected the timing and funding of other infrastructure contemplated by the Development Agreement and that such other matters can be addressed by the parties separately in the future to the extent necessary.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, agreements and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Incorporation of Recitals. The recitals set forth above are incorporated by this reference as general terms of this Addendum No. 3.

2. General Amendments to Development Agreement.

2.1 Section 14 of the Development Agreement is hereby deleted and superseded in its entirety by the applicable provisions of this Addendum No. 3.

2.2 The City has agreed to assume responsibility for the construction of Pocket Park 10, Neighborhood Park 6, and Regional Parks 7 and 8. In consideration for assuming this responsibility, the City will impose system development charges ("SDC") as set forth in Sections 3.1 and 4.3 below to recover some or all of the City's costs thereof. The parties recognize that further permitting must be obtained for Regional Parks 7 and 8, that there are likely to be delays in the collection of fees for such parks and in the timing of their construction and that the costs to design and construct such parks are likely to be greater than originally estimated. The parties therefore authorize the City to phase construction and/or to reduce the project scope of Regional Parks 7 and 8 due to other governmental permitting requirements, delay in collection of fees, or escalation of costs and to seek such Villebois Master Parks Plan amendments as may be reasonably necessary. Except as set forth herein for Pocket Park 10, Neighborhood Park 6, and Regional Parks 7 and 8, (i) the parks and open spaces in SAP-East are to be constructed at the time of development in accordance with the applicable PDP permit, as their exact location and dimensions are subject to refinement at the time of development layout, surveying and permitting, and (ii) the expense and responsibility for designing and constructing parks and open spaces shall remain obligations of the applicable developers of SAP-East.

3. Terms Applicable to Legend.

3.1 Notwithstanding anything to the contrary contained in the Development Agreement, as amended by Addendum Nos. 1 and 2, the obligation of Legend to pay SDCs for parks within PDP-1 shall be as follows: for the first 79 single-family dwelling units, the parks SDC will be \$2,394.00 for each building permit; for the next 50 units (i.e., units 80 through 129), the parks SDC will be \$3,394.00 for each building permit; for the next 50 units (i.e., units 130 through 179), the parks SDC will be \$4,394.00 for each building permit; and for all units thereafter, the parks SDC will be \$5,394.00 for each building permit.

3.2 Legend shall cooperate in the execution of any documents for and to support an amendment to the Villebois Master Plan, lot line adjustment or other land use actions that are reasonably necessary to allow and support the School Site within SAP-East. Further, on the terms and subject to the conditions to be set forth in a purchase and sale agreement to be entered into by Legend and the City concurrent with this Addendum No. 3, Legend agrees to sell to the URA and the URA agrees to purchase from Legend certain property to provide for an extension of Brown Road to the School Site. Legend also shall cooperate with the City in executing any documents that are reasonably necessary to amend the plat for PDP-1 in conjunction with the Brown Road extension; provided, however, that the amended plat and the payment of associated fees shall be at the City's cost, and provided, further, that any resulting plat of PDP-1 shall not be recorded until the close of the sale of the property to the URA.

3.3 The City acknowledges and agrees that Legend is entitled to reimbursement of \$122,213 in costs incurred in connection with the construction of an oversized water line in PDP-1 and to reimbursement of \$90,906 in costs incurred in connection with the construction of an oversized street in PDP-1. The City shall pay these amounts, without interest thereon, to Legend as soon as is reasonably practicable after sufficient funds have been collected by the City through SAP-East building permits applicable to PDP-1 home construction.

3.4 The City hereby acknowledges that pursuant to an agreement between Matrix and Costa Pacific dated January 2, 2008, all Master Plan preparation fees allocable to PDP-1 have been assigned by Master Planner Costa Pacific to Legend. Legend and any subsequent owners of PDP-1 shall be responsible only for the City's share of the Master Planner fees, which shall be \$210 per single family residence.

4. Terms Applicable to REDUS.

4.1 REDUS acknowledges that in connection with the construction of the proposed School and associated fields, the City intends to construct a 15-inch sewer trunk line within the future right of way of Coffee Lake Drive between slightly south of Barber Street north to the Bischof/Lund southern property line. REDUS further acknowledges that although this segment of the contemplated sewer line is needed for the development of the School Site, it is being sized for additional development and with the understanding that a Coffee Lake Sewer Utility Reimbursement District will be formed and that benefited property, including the School Site, will be subject to assessments for reimbursement of proportionate costs upon development. This Reimbursement District will be adopted at a public hearing and REDUS, by executing this Addendum No. 3, is not waiving any of its rights to object to or remonstrate against the proportionality methodology or the resulting amount.

4.2 REDUS also acknowledges that in connection with the construction of the proposed School and associated fields, the School District will construct local roads, storm lines, and sewer line laterals, some of which will be oversized and benefit PDP-2. The City has entered into a development agreement with the School District to apportion these costs based initially on estimates and finally on a true-up with actual costs. To fairly apportion the final costs, the City contemplates that the development agreement will provide for the formation of a Road and Utility Reimbursement District wherein the benefited property, including the School

Site, will be subject to assessments for reimbursement of proportionate costs upon development. This Reimbursement District will be adopted at a public hearing and REDUS, by executing this Addendum No. 3, is not waiving any of its rights to object to or remonstrate against the proportionality methodology or the resulting amount.

4.3 The Development Agreement, as amended by Addendum No. 2, requires Matrix or successor owner/developers to construct \$4.8 million in parks and open spaces identified in the Revised Villebois Master Parks Plan. The Development Agreement, as amended by Addendum No. 2, is hereby amended to (i) provide that, in lieu of constructing the parks and open spaces described below, the property owners of SAP-East, other than Legend or successor owners of PDP-1, including but not limited to REDUS or successor owners of the REDUS Property, will pay the City \$5,673 per lot in park SDCs at the time of permitting, and (ii) require that the City design, construct and pay for the parks identified in the Villebois Master Plan as Pocket Park 10, Neighborhood Park 6, and Regional Parks 7 and 8. The \$5,673 per lot amount is based on the funding plan set forth in the attached **Exhibit 6** and consists of the current park SDC rate of \$4,602 and an additional \$1,071 per lot to pay for the City to design and construct the aforementioned parks and open space. REDUS acknowledges and agrees that the payment of \$5,673 per lot in the REDUS Property is an acceptable resolution to funding the construction of these parks and open spaces. and that the amount of the park SDC shall increase annually, beginning **December __, 2011**, and continuing on each anniversary thereafter, by an amount equal to the product of (i) the per lot park SDC in effect on the date of each such increase, and (ii) the percentage increase, if any, of the Seattle Construction Cost Index based on a composite of the unit costs for specified construction components as published in the Engineering News Record. At any time after **December __, 2015**, the City may increase the base rate of \$5,673 in proportion to any increase to the current SDC rate of \$4,602 due to the City's adoption of a new SDC rate. For example, if a new parks SDC rate were to be established by the City and the \$4,602 rate increased by 10%, inclusive of annual index increases, to \$5,062, the \$5,673 rate could be increased by 10% to \$6,240.

4.4 The City hereby acknowledges that Matrix fully performed its obligations with regard to I-5/Wilsonville Road Improvement costs under Addendum No. 1 for all housing units in PDP-1 and that REDUS, as assignee of Matrix's rights under Addendum No. 1, is entitled to all rights and benefits (including trip credits and reimbursement rights) under Addendum No. 1 in excess of those necessary to complete the development of single-family dwelling units in PDP-1. The City and REDUS have reached a separate accord in this regard, which will be set forth in the Purchase Agreement referenced in Section 4.6 below.

4.5 REDUS and the City acknowledge that, except as expressly provided herein, the terms and conditions for the development of the REDUS Property set forth in the Development Agreement, as amended by Addendum Nos. 1, 2 and 3, and the terms and conditions for the sale of the REDUS Property to the City for the School Site are subject to further good faith negotiations between them.

4.6 REDUS and the City acknowledge that this Addendum No. 3 is being made and entered into in connection with the assumption of the Development Agreement, as amended hereby, in the Bankruptcy Case but that other amendments to the Development

Agreement affecting only the REDUS Property will be addressed by them as a part of their ongoing negotiations for a purchase and sale agreement pursuant to which the City wishes to purchase land from REDUS for the School Site ("Purchase Agreement"). Where that negotiated Purchase Agreement conflicts with this Addendum No. 3, the Purchase Agreement will control. REDUS and the City agree that since there is no longer a contemplated single developer for SAP East, the City will be entering into separate agreements with each property owner in SAP East.

5. Resolution of Rejection Motion. The Rejection Motion will be resolved on the terms set forth in the stipulated order attached hereto as **Exhibit 7**. As soon as is practicable after the effective date of this Addendum No. 3, each party will execute and deliver to Legend a counterpart of **Exhibit 7** so that the same can be entered by the Bankruptcy Court.

6. Effect of this Addendum No. 3. Except as expressly modified by this Amendment No. 3, Legend and the City agree that all terms and provisions of the Development Agreement, as amended by Addendum Nos. 1 and 2, will remain in full force and effect. In the event of a conflict between the terms and provisions of this Addendum No. 3 and those of the Development Agreement, as amended by Addendum Nos. 1 and 2, this Addendum No. 3 will govern. Upon the effectiveness of this Addendum No. 3, from and after such date, each reference in the Development Agreement to "this Agreement," "hereunder," "hereof," or words of like import will mean the Development Agreement as amended by Addendum Nos. 1, 2 and 3.

7. Successors and Assigns. Subject to the next two sentences, the Development Agreement as amended by Addendum Nos. 1, 2 and 3 shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the terms and provisions of the Development Agreement, as amended by Addendum Nos. 1, 2 and 3, shall be binding on and inure to benefit of REDUS and its successors and assigns only to the extent set forth in Section 4 hereof or in other provisions herein where REDUS is specifically referred to and only to the extent not in conflict with the Purchase Agreement. The respective rights and obligations of Legend and REDUS under this Addendum No. 3 shall run with the land. For the avoidance of doubt, the rights and obligations of Legend hereunder shall be binding on and inure to the benefit of those persons and entities that are or hereafter become vested with fee title to PDP-1, in each case to the extent and for so long as such person or entity is so vested, and the rights and obligations of REDUS hereunder shall be binding on and inure to the benefit of those persons and entities that are or hereafter become vested with fee title to the REDUS Property, in each case to the extent and for so long as such person or entity is so vested.

8. Remedies for Breach. In the event of a breach of this Addendum No. 3 by Legend, REDUS or any subsequent fee owner of property in PDP-1 or the REDUS Property, the City or the URA, as the case may be, shall have only the right to suspend or terminate the benefits of the breaching party under this Addendum No. 3 and the right to seek such in rem remedies against the property owned by such breaching party in PDP-1 and/or the REDUS Property as may be available to the City or URA under applicable law. In the event of a breach of this Addendum No. 3 by the City or the URA, the non-breaching parties shall be entitled to all rights and remedies as may be available to them under applicable law.

9. Modification or Amendment. No amendment or modification of the Development Agreement or of Addendum No. 1, 2 or 3 shall be valid unless in writing and signed by the parties to be bound thereby.

10. 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 and URA: Michael E. Kohlhoff, City Attorney
City of Wilsonville
29799 SW Town Center Loop E.
Wilsonville OR 97070
Facsimile: (503) 682-1015

To Legend: Legend Homes Corporation
12755 SW 69th Avenue, Suite 100
Portland, OR 97223
Facsimile: (503) 598-8900
Attention: Jim L. Chapman, President

With Copy to: Garvey Schubert Barer
121 SW Morrison Street, 11th Floor
Portland, OR 97204
Facsimile: (503) 226-0259
Attention: John M. Junkin

To REDUS: _____

11. Counterparts. This Addendum No. 3 may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

12. Dispute Resolution.

12.1 Mediation. All disputes arising out of or relating to the Development Agreement, as amended by Addendum Nos. 1, 2 and 3, save and except for acquisition of property subject to eminent domain, 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 or any party may make demand for arbitration pursuant to the following paragraph.

12.2 Arbitration. Any dispute arising under or relating to the Development Agreement, as amended by Addendum Nos. 1, 2 and 3, save and except for acquisition of property subject to eminent domain, and which is not resolved through mediation, may be submitted by either or 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 land use and real estate development 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.

THE URBAN RENEWAL AGENCY
OF THE CITY OF WILSONVILLE

CITY OF WILSONVILLE

By: _____
Arlene Loble, its Executive Director

By: _____
Arlene Loble, its City Manager

Approved as to form:

Approved as to form:

Michael E. Kohlhoff, OSB #690940
Agency's Attorney

Michael E. Kohlhoff, OSB #690940
City Attorney

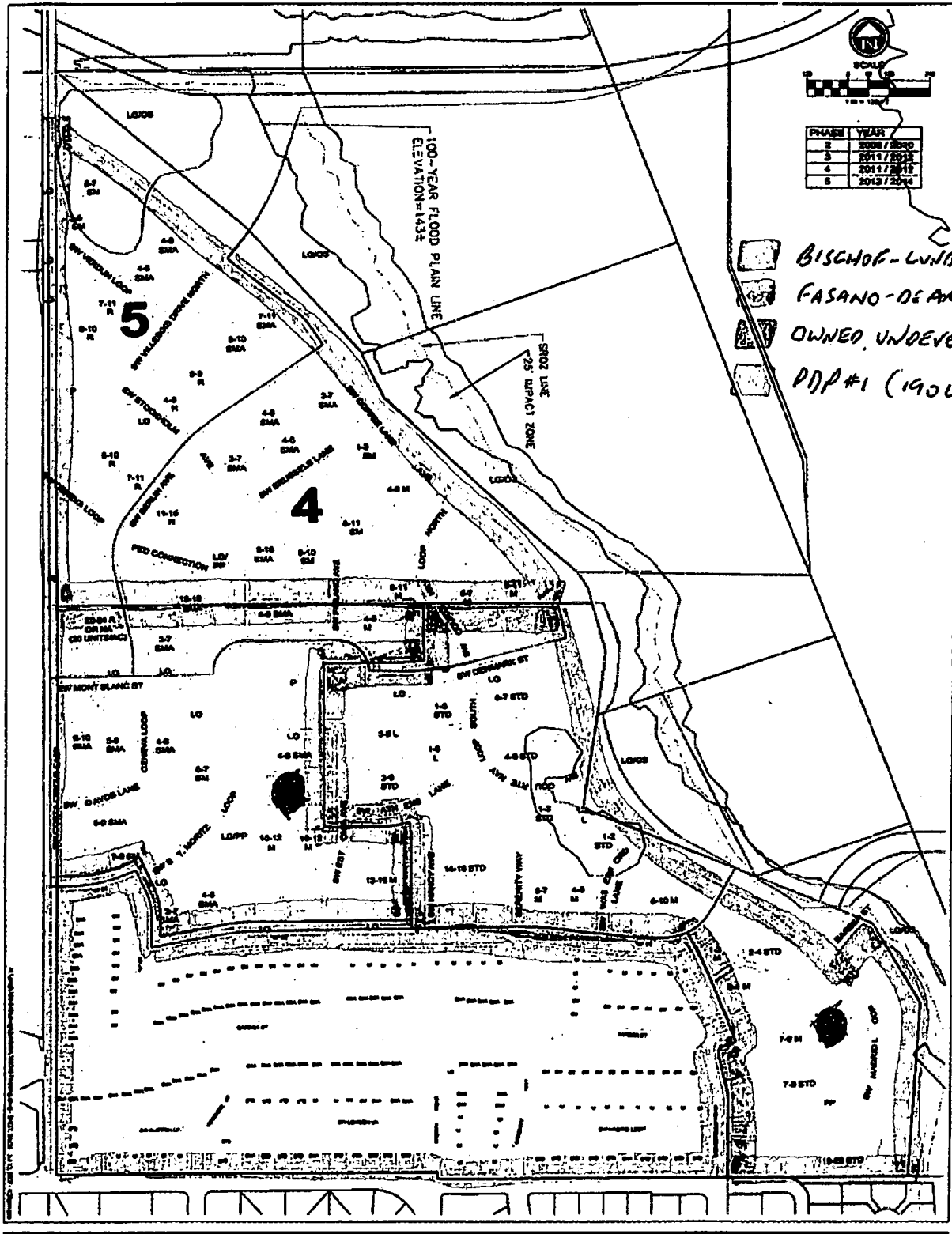
LEGEND HOMES CORPORATION,
Oregon corporation

REDUS OR LAND, LLC, a Delaware
limited liability company

By: _____
Jim L. Chapman, its President

By: _____
, as its _____

PDX_DOCS:456750.6 [37537.00200]



PHASE	YEAR
1	2008 / 2010
2	2011 / 2013
3	2011 / 2013
4	2011 / 2013
5	2013 / 2014

- BISCHOF-LUNA
- FASANO-DE AMMONO
- OWNED, UNDEVELOPED
- PDP #1 (190 LOTS)

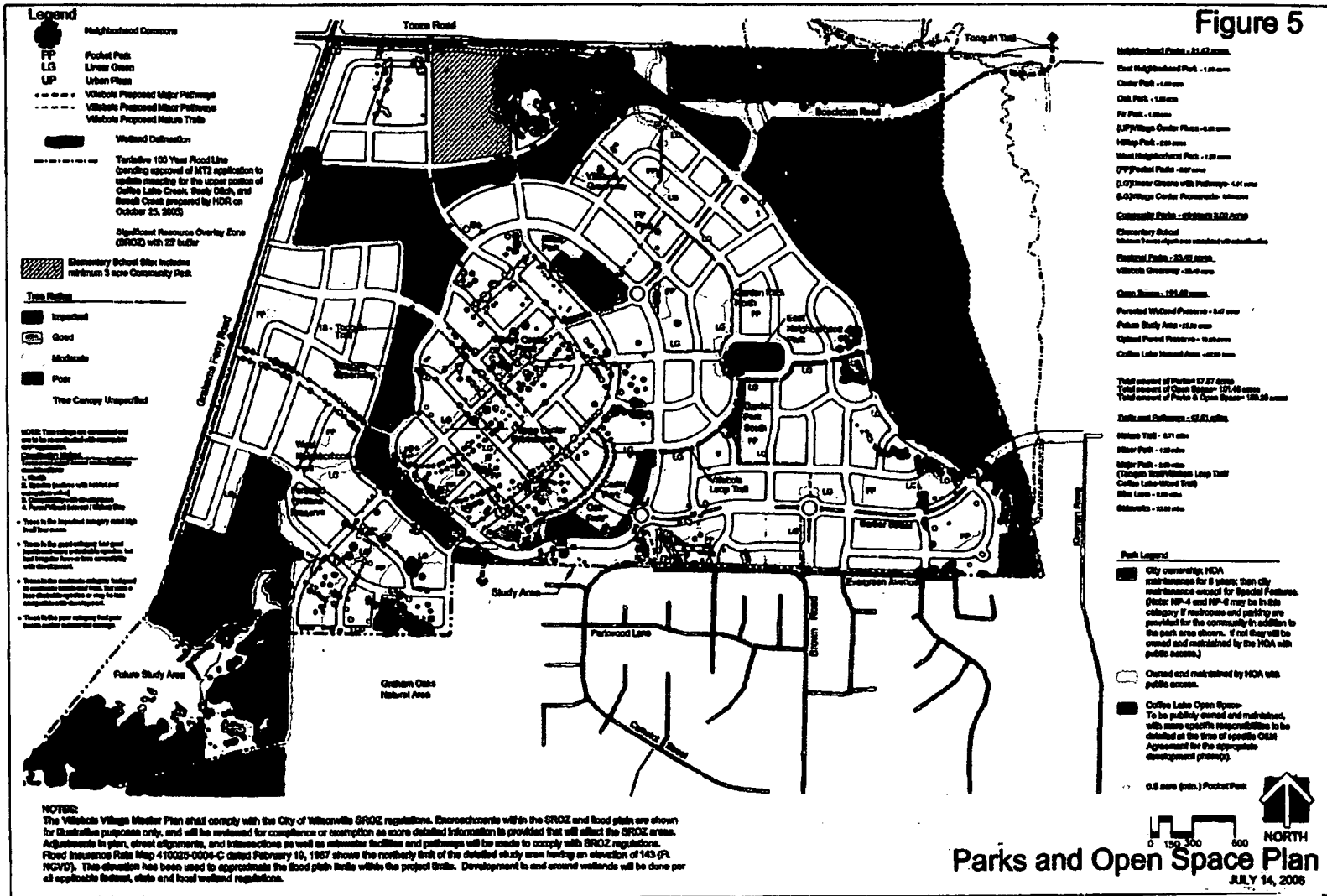
PROJECT NO. 100-100-0000
 DATE: 10/10/10
 DRAWN BY: [Name]

PHASING
 PLAN

VILLEBOIS
 SAP EAST

100-100-0000
 10/10/10
 [Name]





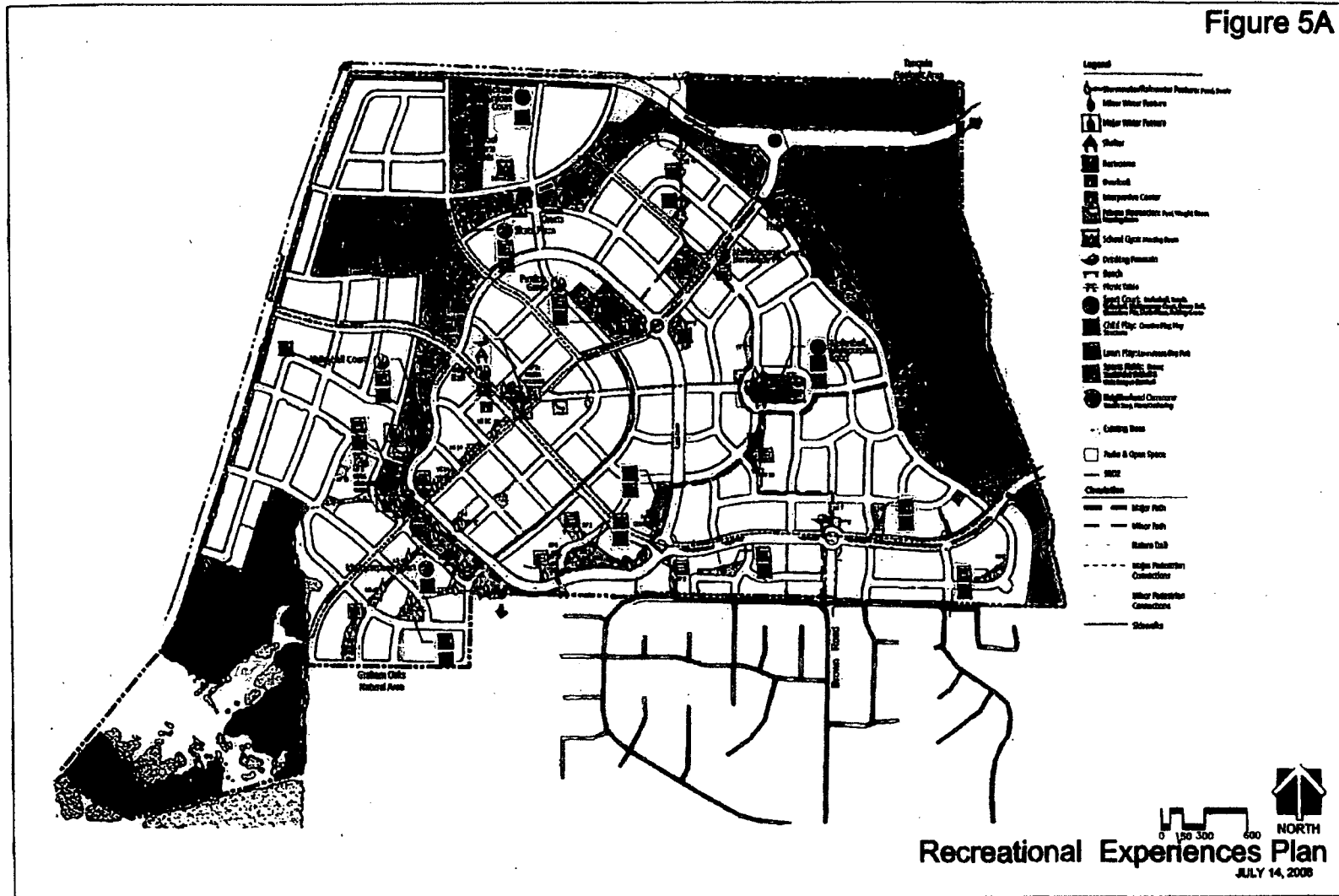


Figure 5B



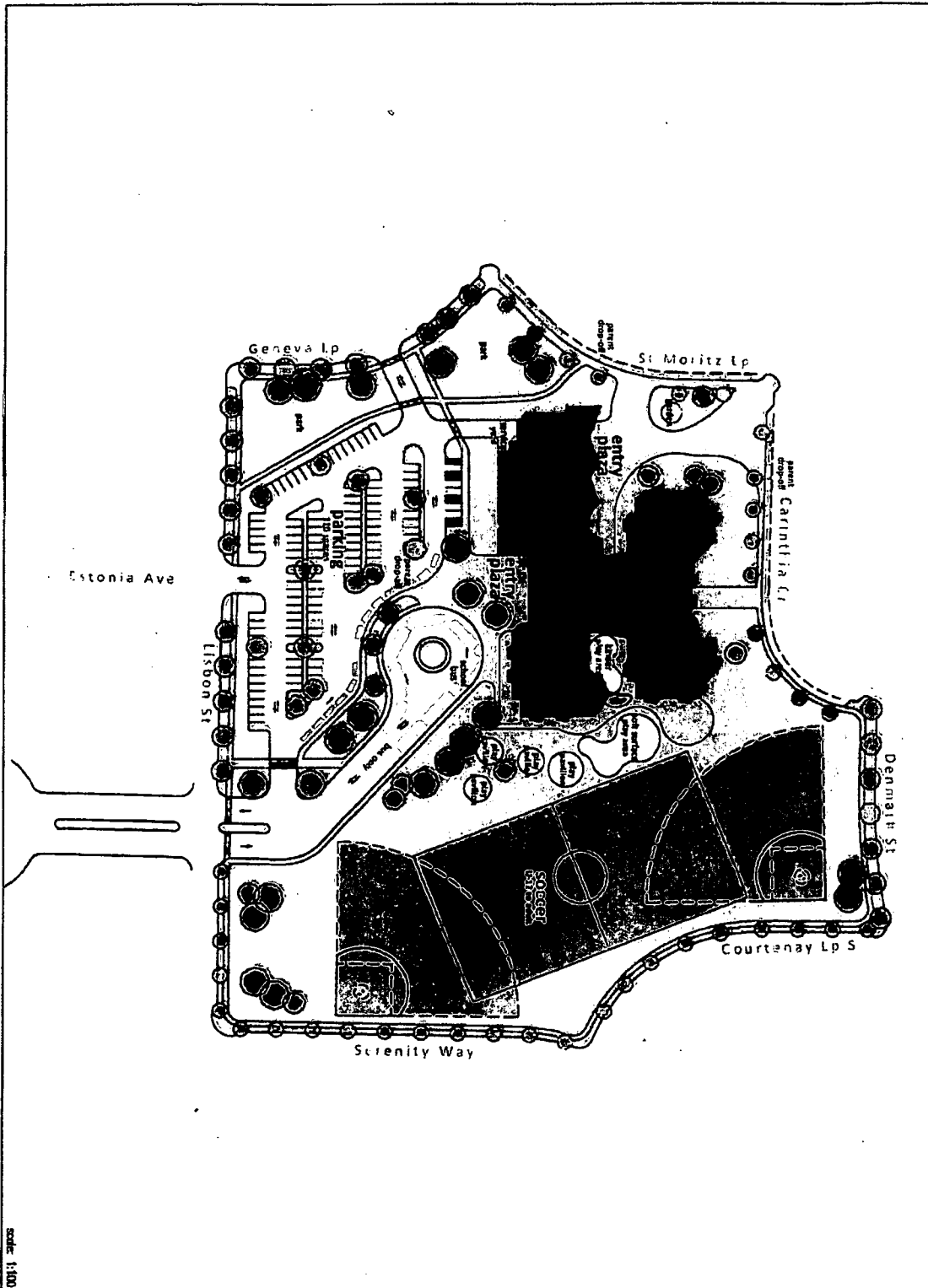
- LEGEND**
- NP Neighborhood Parks
 - PP Pocket Parks
 - LG Linear Green
 - RP Regional Parks
 - OS Open Space
 - CP Community Park
 - Major Trail
- Significant Resource Overlay Zone (SROZ) with 25' Buffer




Parks & Open Space Categories

MARCH 15, 2008

EXHIBIT 2



scale: 1/8" = 1'-0"

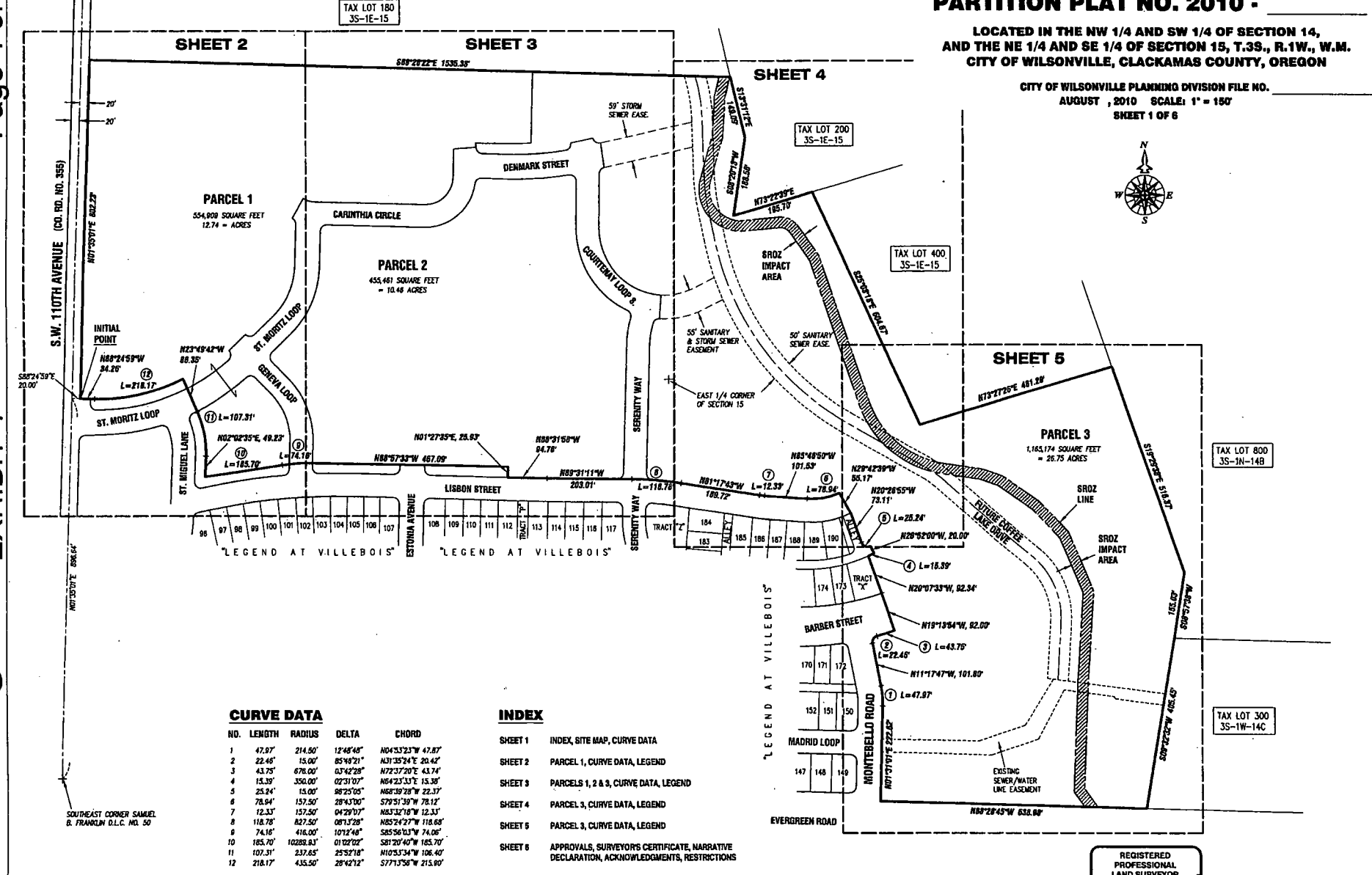
6	New Villebois Primary School	DULL OLSON WEEBES <i>architects inc.</i>  <small>387 SW STARK STREET, PORTLAND, OREGON 97201</small> <small>T 503 228 8858 F 503 273 9782 www.doweb.com</small>
	West Linn Wilsonville School District 22210 SW Ballard Road Tualatin, Oregon 97142 T 503-673-7020 F 503-673-7001	

PARTITION PLAT NO. 2010 -

LOCATED IN THE NW 1/4 AND SW 1/4 OF SECTION 14,
AND THE NE 1/4 AND SE 1/4 OF SECTION 15, T.35N., R.1W., W.M.
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

CITY OF WILSONVILLE PLANNING DIVISION FILE NO.
AUGUST, 2010 SCALE: 1" = 150'

SHEET 1 OF 6



CURVE DATA

NO.	LENGTH	RADIUS	DELTA	CHORD
1	47.97'	214.50'	12°48'48"	N04°53'23"W 47.87'
2	22.46'	15.00'	85°40'21"	N31°35'24"E 20.42'
3	43.75'	678.00'	03°42'28"	N72°37'20"E 43.74'
4	15.39'	350.00'	02°31'07"	N64°23'33"E 15.38'
5	25.24'	15.00'	90°25'05"	N68°39'28"W 22.37'
6	78.94'	157.50'	28°43'00"	S79°51'30"W 78.12'
7	12.33'	157.50'	04°29'07"	N83°32'18"W 12.33'
8	118.78'	827.50'	08°13'28"	N85°24'27"W 118.68'
9	74.16'	416.00'	10°12'48"	S85°56'03"W 74.06'
10	185.70'	10288.81'	01°02'02"	S81°20'40"W 185.70'
11	107.31'	237.65'	25°27'18"	N10°33'34"W 106.40'
12	218.17'	435.50'	28°42'12"	S77°13'58"W 215.80'

INDEX

- SHEET 1 INDEX, SITE MAP, CURVE DATA
- SHEET 2 PARCEL 1, CURVE DATA, LEGEND
- SHEET 3 PARCELS 1, 2 & 3, CURVE DATA, LEGEND
- SHEET 4 PARCEL 3, CURVE DATA, LEGEND
- SHEET 5 PARCEL 3, CURVE DATA, LEGEND
- SHEET 6 APPROVALS, SURVEYORS CERTIFICATE, NARRATIVE DECLARATION, ACKNOWLEDGMENTS, RESTRICTIONS

REGISTERED PROFESSIONAL LAND SURVEYOR
Michael A. Rademacher
OREGON
JULY 16, 1987
MICHAEL A. RADEMACHER
2303

ENGINEER/SURVEYOR
COMPASS ENGINEERING
4105 INTERNATIONAL WAY, SUITE 501
NEW WAUKIE, OREGON 97222
PHONE: 503-653-8093
6788 PartL.dwg (MIMM)
JOB NO. 6788 (PARTITION)

DATE OF SIGNATURE: 9-9-10
EXPIRES: 12/31/2010

SOUTHEAST CORNER SAMUEL R. FRANKLIN D.L.C. NO. 50

CURVE DATA

NO.	LENGTH	RADIUS	DELTA	CHORD
9	74.18'	418.00'	1072.48'	S85°36'03"W 74.06'
10	185.70'	10289.33'	01022.02'	S81°20'40"W 185.70'
11	107.31'	237.65'	2532.18'	N10°33'34"W 106.40'
12	218.17'	435.50'	2842.12'	S77°13'56"W 215.90'
13	123.88'	155.00'	4547.33'	N21°26'11"W 120.81'
14	145.88'	182.50'	4547.33'	N21°26'11"W 142.01'
15	187.84'	210.00'	4547.33'	N21°26'11"W 163.41'
16	23.04'	15.00'	8759.15'	N88°18'38"W 20.84'
17	24.19'	15.00'	9224.52'	N01°52'29"E 21.85'
18	23.55'	15.00'	8937.44'	S89°16'49"E 21.21'
19	23.57'	15.00'	9002.16'	S00°41'10"W 21.22'
20	177.23'	229.50'	4474.44'	N23°34'57"E 172.88'
21	154.45'	200.00'	4474.44'	N23°34'57"E 150.64'
22	131.67'	170.50'	4474.44'	N23°34'57"E 128.42'
23	23.80'	15.00'	9070.748'	S46°31'29"W 21.24'
24	16.46'	15.00'	9253.03'	N29°38'58"W 15.85'
25	30.61'	65.00'	2659.08'	S74°35'02"E 30.33'
26	16.67'	416.00'	02717.43'	S81°38'31"W 16.85'
27	2.28'	416.00'	00718.48'	N89°16'57"W 2.28'
28	26.87'	82.00'	1644.09'	S89°47'32"E 26.78'

CURVE DATA

NO.	LENGTH	RADIUS	DELTA	CHORD
53	190.02'	490.00'	1732.30'	N54°28'34"E 189.43'
54	18.46'	92.00'	1075.00'	S83°17'07"E 18.44'
59	157.45'	490.00'	1874.57'	N10°19'51"E 156.77'
60	50.26'	490.00'	09352.44'	N68°11'11"E 50.26'
61	74.00'	185.00'	2253.02'	N09°24'56"W 73.50'
62	225.51'	1450.00'	0854.39'	S82°03'37"W 225.28'
63	125.31'	1450.00'	0457.05'	S89°59'29"W 125.27'
73	120.38'	460.50'	1458.38'	S55°34'14"W 120.03'
74	142.65'	519.50'	1544.00'	N55°32'48"E 142.21'

REFERENCE SURVEYS

P1 "LEND AT VILLEBOIS", PLAT NO. 4101
 "JACI PARK", PLAT NO. 2886
 "JACI PARK NO. 2", PLAT NO. 2907

S.N. 11402
 S.N. 21369
 S.N. 22977
 S.N. 2904-318
 S.N. 2005-379

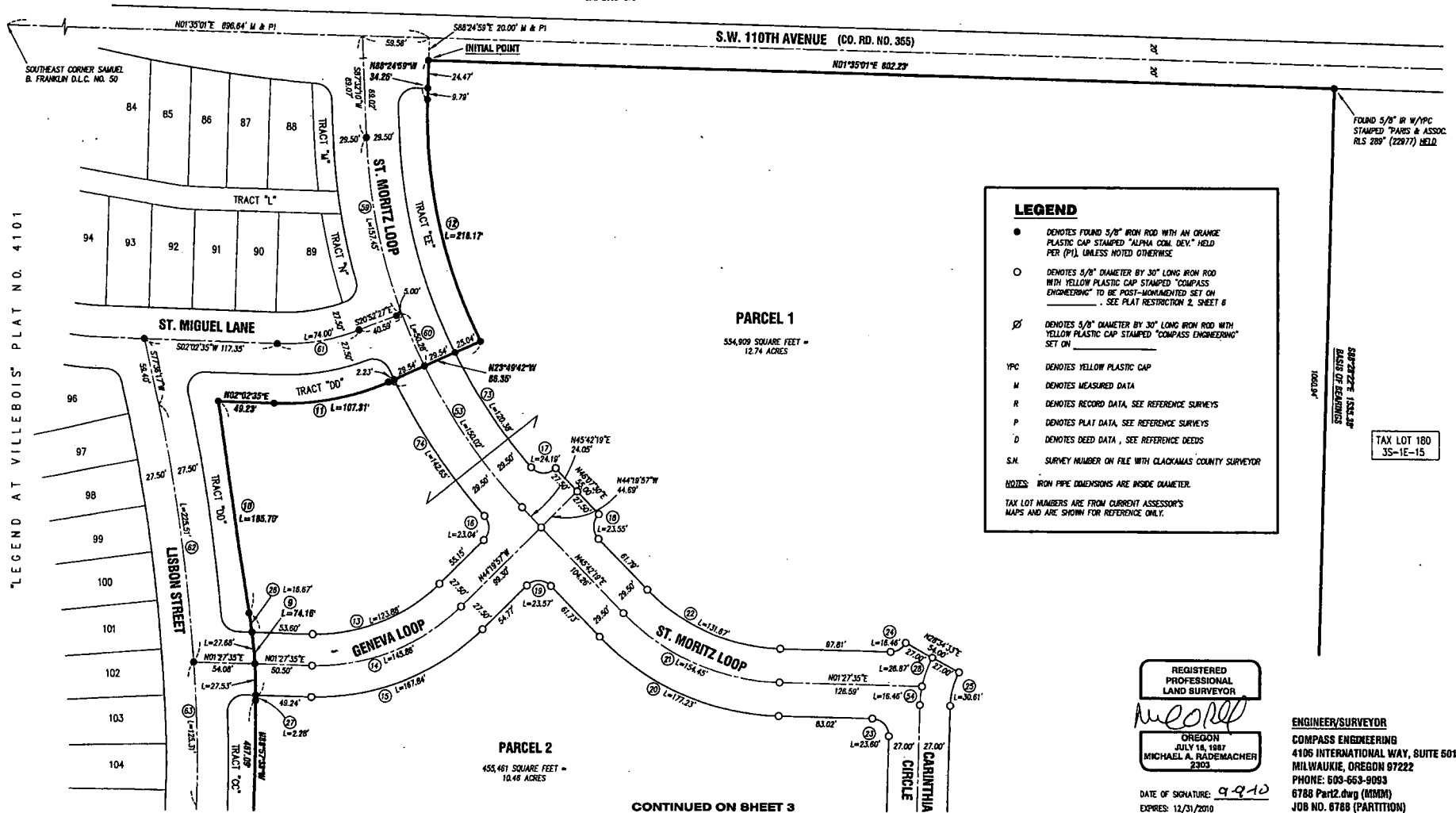
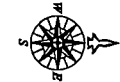
PARTITION PLAT NO. 2010 -

LOCATED IN THE NW 1/4 AND SW 1/4 OF SECTION 14,
 AND THE NE 1/4 AND SE 1/4 OF SECTION 15, T.3S., R.1W., W.M.
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

CITY OF WILSONVILLE PLANNING DIVISION NO.

AUGUST, 2010 SCALE: 1" = 60'

SHEET 2 OF 6



LEGEND

- DENOTES FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "ALPHA CON. DEY." HELD PER (P1), UNLESS NOTED OTHERWISE
- DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" TO BE POST-NONMAGNETIZED SET ON ENGINEERING. SEE PLAT RESTRICTION 2, SHEET 6
- ⊙ DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" SET ON
- YPC DENOTES YELLOW PLASTIC CAP
- M DENOTES MEASURED DATA
- R DENOTES RECORD DATA, SEE REFERENCE SURVEYS
- P DENOTES PLAT DATA, SEE REFERENCE SURVEYS
- D DENOTES DEED DATA, SEE REFERENCE DEEDS
- S.N. SURVEY NUMBER ON FILE WITH CLACKAMAS COUNTY SURVEYOR

NOTES: IRON PIPE DIMENSIONS ARE INSIDE DIAMETER.

TAX LOT NUMBERS ARE FROM CURRENT ASSESSOR'S MAPS AND ARE SHOWN FOR REFERENCE ONLY.

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Michael A. Rademacher
 OREGON
 JULY 18, 1987
 MICHAEL A. RADEMACHER
 2303

DATE OF SIGNATURE: 9-9-10
 EXPIRES: 12/31/2010

ENGINEER/SURVEYOR
 COMPASS ENGINEERING
 4106 INTERNATIONAL WAY, SUITE 601
 MILWAUKIE, OREGON 97222
 PHONE: 503-663-9093
 6788 Part2.dwg (MMDM)
 JOB NO. 6788 (PARTITION)

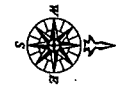
CONTINUED ON SHEET 3

CONTINUED ON SHEET 2

PARTITION PLAT NO. 2010 -

LOCATED IN THE NW 1/4 AND SW 1/4 OF SECTION 14,
AND THE NE 1/4 AND SE 1/4 OF SECTION 15, T.3S., R.1W., W.M.
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

CITY OF WILSONVILLE PLANNING DIVISION FILE NO.
AUGUST, 2010 SCALE: 1" = 60'
SHEET 3 OF 6



LEGEND

- DENOTES FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "ALPHA COM. DEV." HELD PER (PI), UNLESS NOTED OTHERWISE
- DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" TO BE POST-MONUMENTED SET ON ENGINEERING. SEE PLAT RESTRICTION 2, SHEET 8
- ⊗ DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" SET ON
- M DENOTES MEASURED DATA
- R DENOTES RECORD DATA, SEE REFERENCE SURVEYS
- P DENOTES PLAT DATA, SEE REFERENCE SURVEYS
- D DENOTES DEED DATA, SEE REFERENCE DEEDS
- S.N. SURVEY NUMBER ON FILE WITH CLACKAMAS COUNTY SURVEYOR

REFERENCE SURVEYS

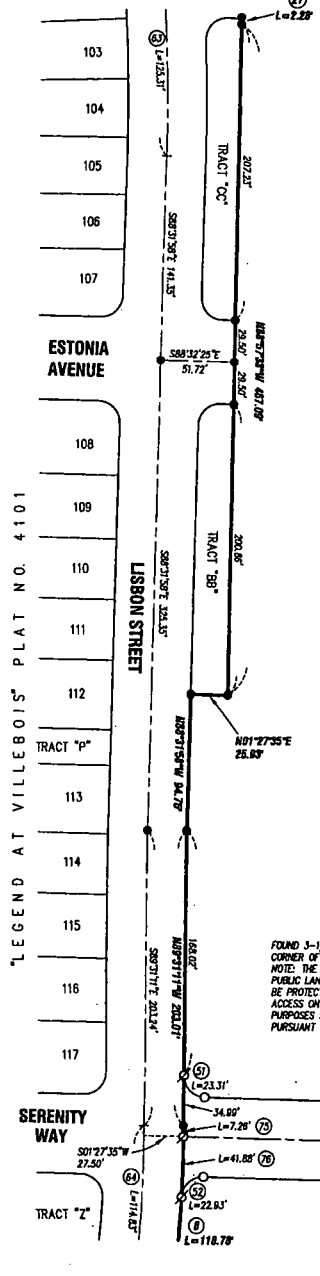
PI "LEGEND AT VILLEBOIS", PLAT NO. 4101
"JACK PARK", PLAT NO. 2896
"JACK PARK NO. 2", PLAT NO. 2807

S.N. 11402
S.N. 21365
S.N. 22977
S.N. 2004-318
S.N. 2005-379

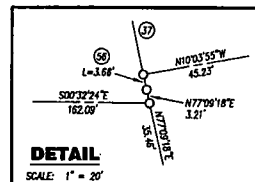
NOTES: IRON PIPE DIMENSIONS ARE INSIDE DIAMETER.
TAX LOT NUMBERS ARE FROM CURRENT ASSESSOR'S MAPS AND ARE SHOWN FOR REFERENCE ONLY.

CURVE DATA

NO.	LENGTH	RADIUS	DELTA	CHORD
23	23.60'	15.00'	90°07'48"	S48°31'29"W 21.94'
24	18.44'	15.00'	82°53'03"	N29°58'56"W 15.65'
25	30.61'	65.00'	28°59'09"	S74°55'02"E 30.33'
27	2.28'	418.00'	0°18'48"	N89°04'57"W 2.28'
28	26.87'	92.00'	16°44'09"	S69°47'32"E 26.78'
29	178.69'	121.00'	83°40'04"	N48°45'21"E 181.41'
30	147.87'	84.00'	90°07'49"	N48°31'29"E 133.09'
31	105.40'	67.00'	90°07'49"	N48°31'29"E 84.88'
32	26.87'	92.00'	16°44'09"	N01°15'33"W 26.17'
33	8.73'	92.00'	05°29'14"	N01°15'31"W 8.73'
34	22.10'	15.00'	84°23'57"	S46°11'36"E 20.18'
35	21.80'	15.00'	83°40'03"	S48°45'23"W 20.01'
36	148.60'	778.50'	10°48'33"	N88°12'07"E 148.39'
37	185.29'	750.00'	14°09'19"	N84°30'44"E 184.82'
38	136.57'	720.50'	10°51'38"	S88°09'35"W 136.37'
39	23.77'	15.00'	89°47'41"	N35°19'55"E 21.38'
40	24.29'	15.00'	82°46'47"	S58°37'19"E 21.72'
41	30.05'	15.00'	78°35'28"	S38°51'35"W 18.50'
42	28.11'	15.00'	89°45'02"	N48°18'30"W 22.94'
43	243.71'	212.50'	65°42'44"	S121°30'E 230.50'
44	248.08'	185.00'	85°07'28"	S17°50'52"E 228.89'
45	238.85'	157.50'	87°15'17"	S43°03'47"E 217.34'
46	29.31'	15.00'	77°35'24"	S54°30'53"W 18.80'
47	21.17'	15.00'	80°52'03"	N77°15'47"E 18.48'
48	52.89'	212.50'	14°15'38"	S08°35'23"W 52.75'
49	66.04'	185.00'	14°15'38"	S08°35'23"W 45.82'
50	38.20'	157.50'	14°15'38"	S08°35'23"W 39.10'
51	23.31'	15.00'	89°01'14"	N45°58'12"E 21.03'
52	22.83'	15.00'	87°34'37"	S42°19'44"E 20.78'
54	18.46'	92.00'	10°15'00"	S83°10'07"E 18.44'
55	118.04'	607.28'	05°07'28"	N06°32'23"W 118.80'
56	3.68'	750.00'	0°18'47"	N77°15'47"E 3.68'
57	185.00'	185.00'	102°54'40"	S81°28'31"E 33.83'
58	52.65'	630.00'	04°46'44"	N88°33'13"E 52.53'
63	125.31'	1450.00'	04°57'05"	S88°59'29"W 125.27'
64	114.83'	800.00'	08°13'28"	N85°24'27"W 114.74'
75	7.28'	827.50'	00°30'10"	N89°16'08"W 7.28'
76	41.88'	827.50'	02°53'58"	N87°34'01"W 41.87'



PARCEL 2
455,461 SQUARE FEET
= 10.46 ACRES



PARCEL 1
554,809 SQUARE FEET
= 12.74 ACRES

PARCEL 3
1,163,714 SQUARE FEET
= 26.75 ACRES

FOUND 3-1/4" BRONZE DISK AT THE EAST 1/4 CORNER OF SECTION 15 STAMPED AS SHOWN. NOTE: THE DISK AND ITS ACCESSORIES ARE PUBLIC LAND SURVEY MONUMENTS THAT SHALL BE PROTECTED AND PRESERVED AT ALL TIMES. ACCESS ONTO PARCEL 3 FOR SURVEY PURPOSES SHALL BE ALLOWED AT ALL TIMES, PURSUANT TO O.R.S. 672.047.

CLACKAMAS COUNTY SURVEYOR
1/4 T3S R1W
S15 S14
2009
UNLAWFUL TO DISTURB

TAX LOT 180
35-1E-15

REGISTERED PROFESSIONAL LAND SURVEYOR
Michael A. Rademacher
OREGON
JULY 16, 1987
MICHAEL A. RADEMACHER
2303

DATE OF SIGNATURE: 5-9-10
EXPRES: 12/31/2010

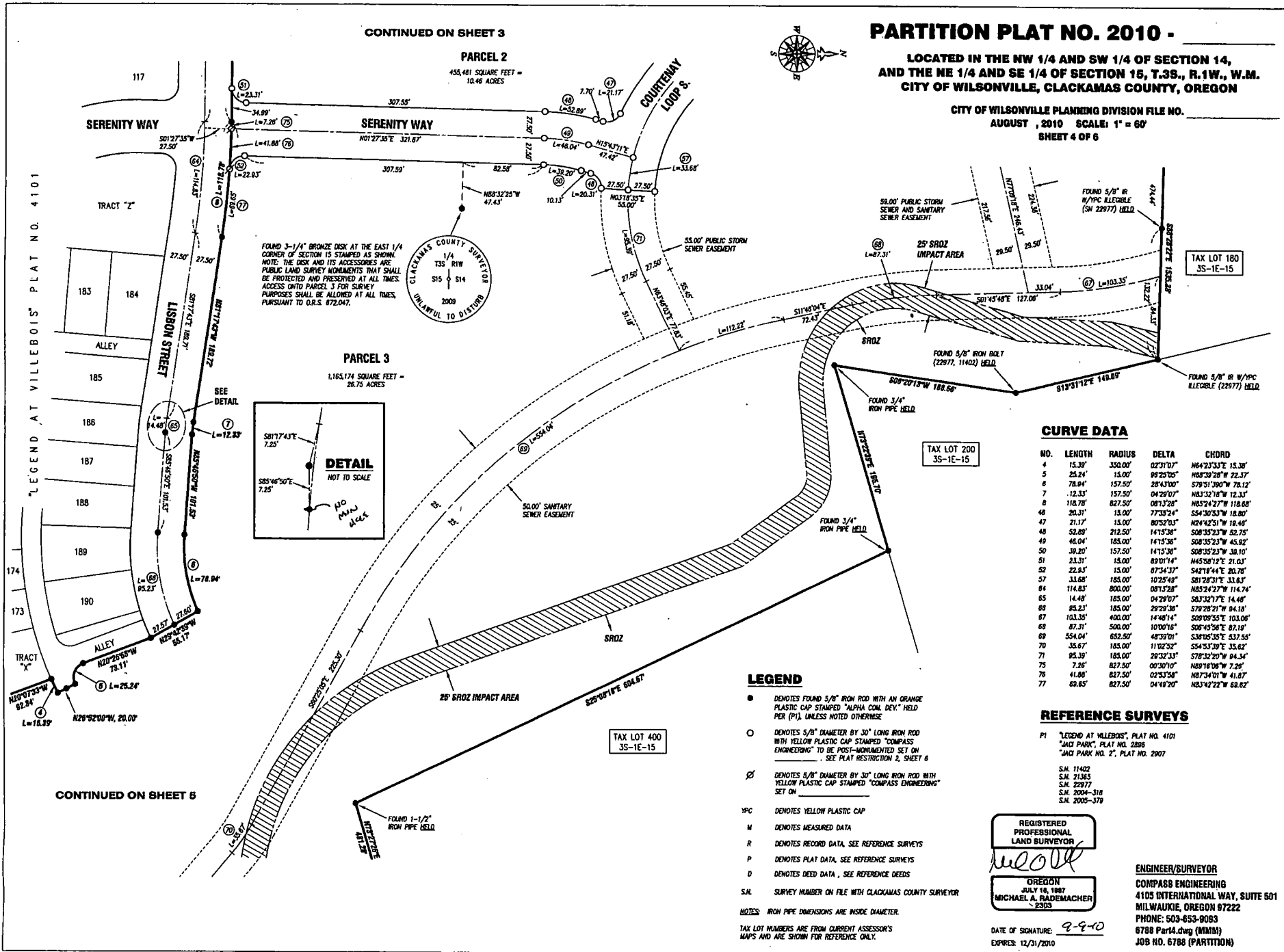
ENGINEER/SURVEYOR
COMPASS ENGINEERING
4105 INTERNATIONAL WAY, SUITE 601
MILWAUKIE, OREGON 97222
PHONE: 503-653-8953
6788 Part3.dwg (MIMH)
JOB NO. 8788 (PARTITION)

CONTINUED ON SHEET 4

PARTITION PLAT NO. 2010 -

LOCATED IN THE NW 1/4 AND SW 1/4 OF SECTION 14,
AND THE NE 1/4 AND SE 1/4 OF SECTION 15, T.3S., R.1W., W.M.
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

CITY OF WILSONVILLE PLANNING DIVISION FILE NO.
AUGUST, 2010 SCALE: 1" = 60'
SHEET 4 OF 6



CURVE DATA

NO.	LENGTH	RADIUS	DELTA	CHORD
4	15.39'	350.00'	02°31'07"	M64°23'33"E 15.36'
5	25.24'	15.00'	90°25'05"	M88°38'28"W 22.37'
6	78.84'	157.50'	28°43'00"	S78°51'36"W 78.12'
7	12.33'	157.50'	04°29'07"	M83°32'18"W 12.33'
8	118.78'	827.50'	08°13'28"	M85°24'27"W 118.68'
48	20.31'	15.00'	77°33'24"	S54°30'53"W 18.80'
47	21.17'	15.00'	80°52'03"	M24°42'51"W 18.48'
48	52.89'	212.50'	14°15'38"	S08°35'23"W 52.75'
49	46.04'	185.00'	14°15'38"	S08°35'23"W 45.92'
50	39.20'	157.50'	14°15'38"	S08°35'23"W 38.10'
51	23.31'	15.00'	89°01'14"	M45°58'12"E 21.03'
52	22.65'	15.00'	87°54'37"	S42°18'44"E 20.78'
57	33.68'	185.00'	10°25'49"	S81°28'31"E 33.83'
64	116.83'	800.00'	08°13'28"	M85°24'27"W 116.74'
65	14.48'	185.00'	04°29'07"	S83°32'17"E 14.48'
68	85.23'	185.00'	29°29'36"	S78°28'21"W 84.18'
67	103.35'	400.00'	14°48'14"	S09°09'55"E 103.08'
69	87.31'	500.00'	10°00'16"	S06°45'56"E 87.18'
69	554.04'	632.50'	48°39'01"	S38°05'35"E 537.55'
70	35.87'	185.00'	11°02'52"	S54°53'39"E 35.62'
71	85.39'	185.00'	28°32'33"	S78°32'20"W 84.54'
75	7.26'	827.50'	00°30'10"	M89°16'08"W 7.26'
76	41.88'	827.50'	02°53'58"	M87°34'01"W 41.87'
77	68.65'	827.50'	04°19'20"	M83°42'22"W 68.82'

LEGEND

- DENOTES FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "ALPHA COM. DEV." HELD PER (PI), UNLESS NOTED OTHERWISE
- DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" TO BE POST-MONUMENTED SET ON SEE PLAT RESTRICTION 2, SHEET 6
- ⊗ DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" SET ON
- YPC DENOTES YELLOW PLASTIC CAP
- M DENOTES MEASURED DATA
- R DENOTES RECORD DATA, SEE REFERENCE SURVEYS
- P DENOTES PLAT DATA, SEE REFERENCE SURVEYS
- D DENOTES DEED DATA, SEE REFERENCE DEEDS
- S.A. SURVEY NUMBER ON FILE WITH CLACKAMAS COUNTY SURVEYOR

REFERENCE SURVEYS

- PI "LEGEND AT VILLEBOIS", PLAT NO. 4101
- "JACK PARK", PLAT NO. 2898
- "JACK PARK NO. 2", PLAT NO. 2907
- S.A. 11402
- S.A. 21363
- S.A. 22977
- S.A. 2004-318
- S.A. 2005-379

REGISTERED PROFESSIONAL LAND SURVEYOR

Michael A. Rademacher

OREGON
JULY 18, 1987
MICHAEL A. RADEMACHER
- 2303

ENGINEER/SURVEYOR
COMPASS ENGINEERING
4105 INTERNATIONAL WAY, SUITE 501
MILWAUKIE, OREGON 97222
PHONE: 503-658-9083
6788 Part4.dwg (WIMB)
JOB NO. 6788 (PARTITION)

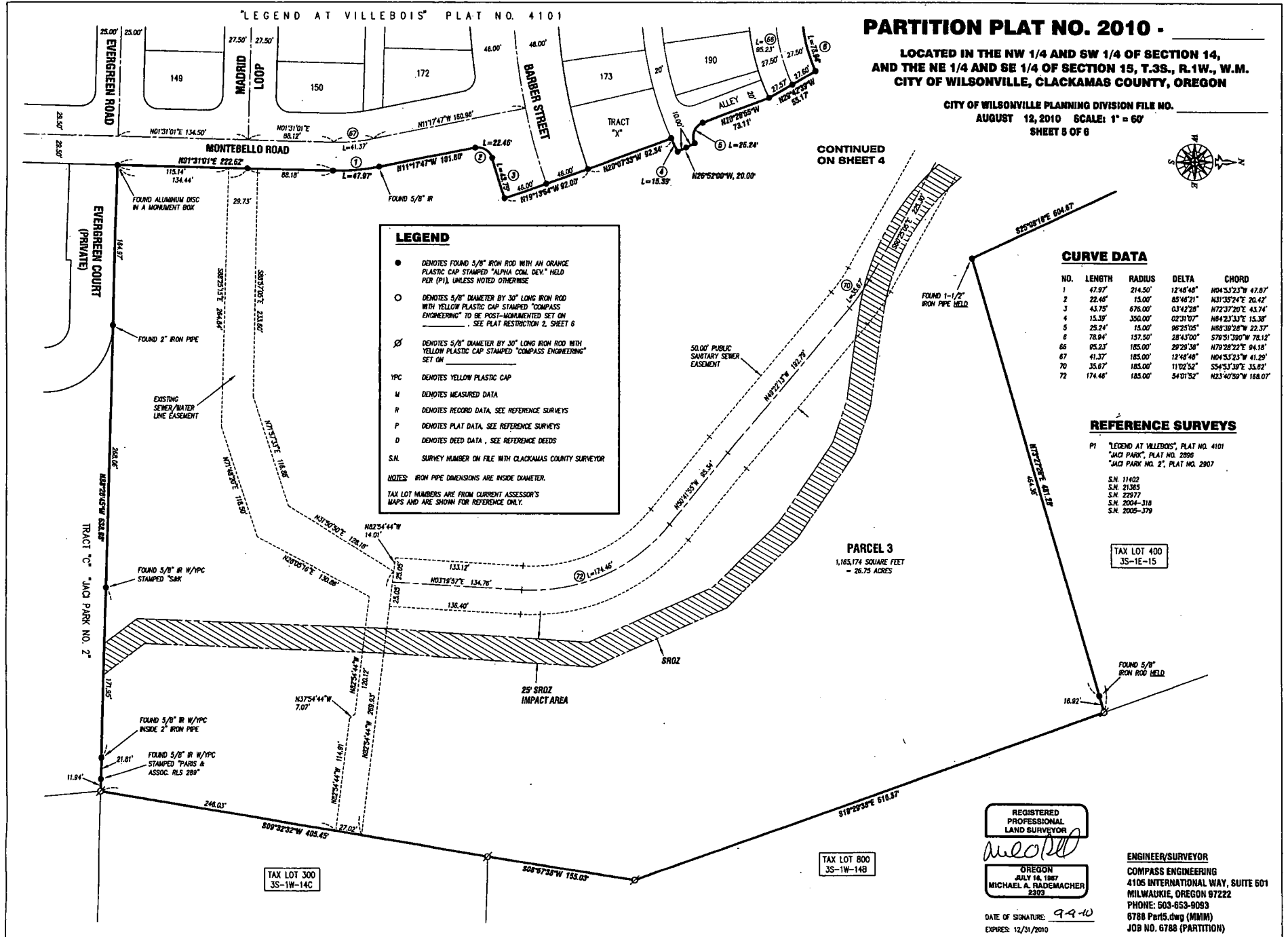
DATE OF SIGNATURE: 9-9-10
EXPIRES: 12/31/2010

"LEGEND AT VILLEBOIS" PLAT NO. 4101

PARTITION PLAT NO. 2010 -

LOCATED IN THE NW 1/4 AND SW 1/4 OF SECTION 14,
AND THE NE 1/4 AND SE 1/4 OF SECTION 15, T.3S., R.1W., W.M.
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

CITY OF WILSONVILLE PLANNING DIVISION FILE NO.
AUGUST 12, 2010 SCALE: 1" = 60'
SHEET 5 OF 6



LEGEND

- DENOTES FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "ALPHA COAL DEV." HELD PER (P1), UNLESS NOTED OTHERWISE
- DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" TO BE POST-MONUMENTED SET ON SEE PLAT RESTRICTION 2, SHEET 6
- ⊙ DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COMPASS ENGINEERING" SET ON
- YPC DENOTES YELLOW PLASTIC CAP
- M DENOTES MEASURED DATA
- R DENOTES RECORD DATA, SEE REFERENCE SURVEYS
- P DENOTES PLAT DATA, SEE REFERENCE SURVEYS
- D DENOTES DEED DATA, SEE REFERENCE DEEDS
- S.N. SURVEY NUMBER ON FILE WITH CLACKAMAS COUNTY SURVEYOR

NOTES: IRON PIPE DIMENSIONS ARE INSIDE DIAMETER.
TAX LOT NUMBERS ARE FROM CURRENT ASSESSOR'S MAPS AND ARE SHOWN FOR REFERENCE ONLY.

CURVE DATA

NO.	LENGTH	RADIUS	DELTA	CHORD
1	47.97'	214.50'	12°46'48"	N04°53'23"W 47.87'
2	22.48'	15.00'	85°46'21"	N31°35'24"E 20.42'
3	43.75'	678.00'	03°42'28"	N72°37'20"E 43.74'
4	15.39'	350.00'	02°31'07"	N84°23'13"E 15.38'
5	25.24'	15.00'	98°25'05"	N88°39'28"W 22.37'
6	78.84'	157.50'	28°43'00"	S78°51'38"W 78.12'
66	95.23'	185.00'	29°29'38"	N79°28'22"E 94.18'
67	41.37'	185.00'	12°46'48"	N04°53'23"W 41.29'
70	35.87'	185.00'	11°02'52"	S54°53'38"E 35.87'
72	174.46'	185.00'	54°01'52"	N23°40'59"W 168.07'

- REFERENCE SURVEYS**
- P1 "LEGEND AT VILLEBOIS", PLAT NO. 4101
 - "JACO PARK", PLAT NO. 2895
 - "JACO PARK NO. 2", PLAT NO. 2907
 - S.N. 11402
 - S.N. 21365
 - S.N. 22977
 - S.N. 2004-318
 - S.N. 2005-379

PARCEL 3
1,163,174 SQUARE FEET
= 26.75 ACRES

TAX LOT 300
35-1W-14C

TAX LOT 800
35-1W-14B

TAX LOT 400
35-1E-15

REGISTERED PROFESSIONAL LAND SURVEYOR

Michael A. Rademacher
OREGON
JULY 18, 1987
MICHAEL A. RADEMACHER
2302

ENGINEER/SURVEYOR
COMPASS ENGINEERING
4105 INTERNATIONAL WAY, SUITE 501
MILWAUKIE, OREGON 97222
PHONE: 503-653-8093
6788 Part5.dwg (MIMM)
JOB NO. 6788 (PARTITION)

DATE OF SIGNATURE: 9-9-10
EXPIRES: 12/31/2010

SURVEYOR'S CERTIFICATE

I, MICHAEL A. RADEMACHER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, CERTIFY AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ATTACHED PARTITION MAP. THE BOUNDARY BEING DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER AND THE SOUTHWEST ONE-QUARTER OF SECTION 14 AND THE NORTHEAST ONE-QUARTER AND SOUTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF "LEGEND AT VILBERG'S", A SUBDIVISION PLAT OF RECORD (NO. 4101) IN SAID CLACKAMAS COUNTY, SAID NORTHWEST CORNER BEING N.0135101E, 896.64 FEET AND S.8872459E, 20.00 FEET FROM THE SOUTHWEST CORNER OF THE SAMUEL B. FRAWLIN DONATION LAND CLAIM NO. 50, ALSO BEING ON THE EAST RIGHT OF WAY LINE OF SOUTHWEST 110TH AVENUE (COUNTY ROAD NO. 355) (20.00 FEET FROM CENTERLINE), THENCE ALONG SAID EAST RIGHT OF WAY LINE N.0135101E, 182.23 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO THE FASANO FAMILY, LLC, AN OREGON LIMITED LIABILITY COMPANY, RECORDED FEBRUARY 10, 2006, IN DOCUMENT NO. 2006-012688, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE NORTH LINE OF SAID FASANO TRACT AND ITS EASTERLY EXTENSION, S.8872459E, 1,533.38 FEET TO A 5/8" DIAMETER IRON ROD AT THE SOUTHWEST CORNER OF THAT STRIP OF LAND DESCRIBED AS PARCEL 4 IN MEMORANDUM OF PURCHASE AND SALE AGREEMENT, RECORDED MAY 3, 2004, IN DOCUMENT NO. 20040407953, CLACKAMAS COUNTY DEED RECORDS, ALSO BEING ON THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED AS PARCEL 1 IN DEED TO METRO, A MUNICIPAL CORPORATION, RECORDED JUNE 30, 1999, IN DOCUMENT NO. 99-05554, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID METRO TRACT THE FOLLOWING TWO (2) COURSES: S.1351192E, 148.09 FEET TO A 5/8" DIAMETER IRON BOLT; THENCE S.8872459E, 185.65 FEET TO A 3/4" DIAMETER IRON PIPE AT THE SOUTHWEST CORNER OF SAID METRO TRACT; THENCE ALONG THE SOUTHERLY LINE OF SAID METRO TRACT, N.7322239E, 185.70 FEET TO A 3/4" DIAMETER IRON PIPE AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO THE TRUST FOR PUBLIC LAND, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, RECORDED DECEMBER 17, 2004, IN DOCUMENT NO. 2004-115294, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE BOUNDARY OF SAID TRUST FOR PUBLIC LAND TRACT THE FOLLOWING THREE (3) COURSES: S.2510818E, 604.87 FEET TO A 1-1/2" DIAMETER IRON PIPE; THENCE N.7327292E, 484.38 FEET TO A 5/8" DIAMETER IRON ROD; THENCE CONTINUING N.7327292E, 16.82 FEET TO THE MAIN DRAINAGE DITCH BEING THE EAST LINE OF THAT TRACT OF LAND DESCRIBED AS PARCEL 3, IN DEED TO MATROX DEVELOPMENT CORPORATION, AN OREGON CORPORATION, RECORDED JULY 19, 2006, IN DOCUMENT NO. 2006-06562, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE EAST LINE OF SAID MATROX DEVELOPMENT CORPORATION TRACT THE FOLLOWING THREE (3) COURSES: S.1929309E, 516.37 FEET; THENCE S.0875738W, 155.03 FEET; THENCE S.0932322W, 405.45 FEET TO THE NORTH LINE OF "SAID PARK NO. 2", A SUBDIVISION PLAT OF RECORD (NO. 2907) IN SAID CLACKAMAS COUNTY; THENCE ALONG THE NORTH LINE OF "SAID PARK NO. 2" AND ITS WESTERLY EXTENSION, N.8872849W, 438.89 FEET TO THE WEST RIGHT OF WAY LINE OF MONTEBELLO DRIVE (29.50 FEET FROM CENTERLINE), BEING THE SOUTHWEST CORNER OF "LEGEND AT VILBERG'S", A SUBDIVISION PLAT OF RECORD (NO. 4101) IN SAID CLACKAMAS COUNTY; THENCE ALONG THE BOUNDARY OF "LEGEND AT VILBERG'S" THE FOLLOWING TWENTY EIGHT (28) COURSES: N.0731101E, 222.82 FEET; THENCE 47.97 FEET ALONG THE ARC OF A 214.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 124°48' (THE LONG CHORD BEARS N.0453233W, 47.87 FEET); THENCE N.1177477W, 101.80 FEET; THENCE 22.46 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 85°48'21" (THE LONG CHORD BEARS N.3135241E, 20.42 FEET); THENCE 43.75 FEET ALONG THE ARC OF A 878.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°42'28" (THE LONG CHORD BEARS N.7237200E, 43.74 FEET); THENCE N.1915154W, 92.00 FEET; THENCE 15.30 FEET ALONG THE ARC OF A 335.00 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°31'07" (THE LONG CHORD BEARS N.6423133E, 15.30 FEET); THENCE N.28152100W, 20.00 FEET; THENCE 23.24 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 88°25'05" (THE LONG CHORD BEARS N.6839298W, 22.37 FEET); THENCE N.20278595W, 73.11 FEET; THENCE N.28152100W, 55.17 FEET; THENCE 78.94 FEET ALONG THE ARC OF A 157.50 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°43'00" (THE LONG CHORD BEARS S.78251595W, 78.12 FEET); THENCE N.6548150W, 101.53 FEET; THENCE 12.33 FEET ALONG THE ARC OF A 157.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°29'07" (THE LONG CHORD BEARS N.8332148W, 12.33 FEET); THENCE N.8171743W, 189.72 FEET; THENCE 118.78 FEET ALONG THE ARC OF A 887.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°13'28" (THE LONG CHORD BEARS N.8872427W, 118.69 FEET); THENCE N.8331111W, 203.01 FEET; THENCE N.8051549W, 84.78 FEET; THENCE N.02192355E, 28.83 FEET; THENCE N. 8873333W, 467.09 FEET; THENCE 74.16 FEET ALONG THE ARC OF A 416.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 107°24' (THE LONG CHORD BEARS S.8556103W, 74.06 FEET); THENCE 105.70 FEET ALONG THE ARC OF A 10288.83 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°02'02" (THE LONG CHORD BEARS S.8120407W, 105.70 FEET); THENCE N.10218555E, 48.23 FEET; THENCE 107.31 FEET ALONG THE ARC OF A 237.45 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°52'18" (THE LONG CHORD BEARS N.1053134W, 105.40 FEET); THENCE N.2149449W, 85.33 FEET; THENCE 218.17 FEET ALONG THE ARC OF A 425.50 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°42'12" (THE LONG CHORD BEARS S.7713567W, 218.00 FEET); THENCE N.8872459W, 34.28 FEET TO THE POINT OF BEGINNING, CONTAINING 2,314,504 SQUARE FEET (53.13 ACRES) MORE OR LESS.

I ALSO CERTIFY THAT THE REMAINING CORNER MONUMENTS WILL BE SET WITHIN 90 DAYS AFTER THE COMPLETION OF THE STREET PAVING OR ONE YEAR AFTER THE PLAT RECORDING DATE, WHICHEVER OCCURS FIRST IN ACCORDANCE WITH O.R.S. 92-060.

REMAINING CORNER MONUMENTATION:

IN ACCORDANCE WITH O.R.S. 92.070, THE REMAINING CORNERS IN THIS SUBDIVISION PLAT HAVE BEEN CORRECTLY SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND WAS RECORDED AS DOCUMENT NO. _____, CLACKAMAS COUNTY DEED RECORDS.

CLACKAMAS COUNTY SURVEYOR

BY: _____

DATE: _____

NARRATIVE

- 1. CLIENT: WEST LINN-WILSONVILLE SCHOOL DISTRICT
- 2. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT THOSE TRACTS OF LAND DESCRIBED IN DOCUMENT NO. 2006-05582 AND DOCUMENT NO. 2006-012688, CLACKAMAS COUNTY DEED RECORDS, AND TO PARTITION THOSE TRACTS PER THE CITY OF WILSONVILLE PLANNING FILE NO. _____ CONDITIONS OF APPROVAL.
- 3. BASIS OF BEARINGS: THE NORTH LINE OF THE SUBJECT TRACT, AS MONUMENTED AND SHOWN AS "S.8872822E," BY PRIVATE SURVEY NUMBER 2005-378, CLACKAMAS COUNTY SURVEY RECORDS, WAS HELD FOR THE BASIS OF BEARINGS FOR THIS MAP.
- 4. THE SUBJECT TRACTS WERE SURVEYED IN 2005, AS NOTED IN S.N. 2005-378, WHICH WAS A PROPERTY LINE ADJUSTMENT SURVEY. THE VESTING DEEDS WERE RECORDED IN 2006, MATCHING RECORD DATA PER S.N. 20051378.
- IN 2007, THE PLAT OF "LEGEND AT VILBERG'S" WAS RECORDED, WHICH SUBDIVIDED THE SOUTHWEST TRACT OF THE THREE TRACTS NOTED IN THE PROPERTY LINE ADJUSTMENT SURVEY.
- WE RAN A RANDOM CLOSED TRAVERSE, LOCATING MONUMENTS FOUND OR SET BY VARIOUS SURVEYS OF THE SUBJECT TRACT AS WELL AS THE PLAT OF "LEGEND AT VILBERG'S". EXISTING MONUMENTS FIT EXTREMELY WELL WITH RECORD DATA AND WERE HELD AS SHOWN.
- 5. THE PARTITION LINES WERE HELD PER THE CITY MASTER PLAN FOR VILBERG'S.
- 6. FIELDWORK: RANDOM CLOSED TRAVERSE WITH A 5 SECOND TOTAL STATION.

PLAT RESTRICTIONS

- 1. THIS PARTITION IS SUBJECT TO CONDITIONS OF APPROVAL AS PER CITY OF WILSONVILLE PLANNING FILE NUMBER _____
- 2. THIS PARTITION PLAT IS BEING RECORDED WITH THE UNDERSTANDING THAT THE INTERIOR RIGHT OF WAY AND CENTERLINE MONUMENTS WILL BE SET UTILIZING A POST-MONUMENTATION PROCESS.

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENT THAT REDUX OR LAND, LLC, AN OREGON CORPORATION, DEARWIND FAMILY LLC, AN OREGON LIMITED LIABILITY COMPANY AND FASANO FAMILY LLC, AN OREGON LIMITED LIABILITY COMPANY, OWNERS OF THE LAND REPRESENTED ON THE ANNEXED MAP, AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, DO HEREBY DECLARE THE ANNEXED MAP TO BE A CORRECT MAP OF THE PARTITION PLAT OF SAID PROPERTY AND THAT THEY HAVE CAUSED THIS PARTITION PLAT TO BE PREPARED AND THE PROPERTY PARTITIONED INTO PARCELS WITH EASEMENTS GRANTED AS SHOWN IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 92 OF OREGON REVISED STATUTES. THE PLATTED PROPERTY HEREIN IS SUBJECT TO RESTRICTIONS AS NOTED HEREON. THE DECLARANT MAKES NO CLAIM TO LAND BEYOND THE BOUNDARY AS PLATTED AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE.

DAVID ASH
REDUX OR LAND, LLC

THOMAS H. DEARWIND
DEARWIND FAMILY LLC

LOUIS J. FASANO
FASANO FAMILY LLC

ACKNOWLEDGMENTS

STATE OF OREGON }
COUNTY OF CLACKAMAS } SS

THIS DECLARATION WAS ACKNOWLEDGED BEFORE ME ON _____, 2010
BY DAVID ASH, REDUX OR LAND, LLC.

NOTARY SIGNATURE _____ NOTARY PUBLIC - OREGON _____

COMMISSION NO. _____ MY COMMISSION EXPIRES _____

STATE OF OREGON }
COUNTY OF CLACKAMAS } SS

THIS DECLARATION WAS ACKNOWLEDGED BEFORE ME ON _____, 2010
BY THOMAS H. DEARWIND, DEARWIND FAMILY LLC.

NOTARY SIGNATURE _____ NOTARY PUBLIC - OREGON _____

COMMISSION NO. _____ MY COMMISSION EXPIRES _____

STATE OF OREGON }
COUNTY OF CLACKAMAS } SS

THIS DECLARATION WAS ACKNOWLEDGED BEFORE ME ON _____, 2010
BY LOUIS J. FASANO, FASANO FAMILY LLC.

NOTARY SIGNATURE _____ NOTARY PUBLIC - OREGON _____

COMMISSION NO. _____ MY COMMISSION EXPIRES _____

PARTITION PLAT NO. 2010 - _____

LOCATED IN THE NW 1/4 AND SW 1/4 OF SECTION 14,
AND THE NE 1/4 AND SE 1/4 OF SECTION 15, T.3S., R.1W., W.M.
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

CITY OF WILSONVILLE PLANNING DIVISION FILE NO. _____

AUGUST , 2010

SHEET 6 OF 6

APPROVALS

APPROVED THIS _____ DAY OF _____, 2010

BY: _____
CITY OF WILSONVILLE PLANNING DIRECTOR

APPROVED THIS _____ DAY OF _____, 2010

BY: _____
CITY OF WILSONVILLE COMMUNITY DEVELOPMENT DIRECTOR

APPROVED THIS _____ DAY OF _____, 2010

CLACKAMAS COUNTY SURVEYOR

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED
BY ORS 82.095 HAVE BEEN PAID THRU JUNE 30, _____

APPROVED THIS _____ DAY OF _____, 2010
CLACKAMAS COUNTY ASSESSOR & TAX COLLECTOR

BY: _____
DEPUTY

STATE OF OREGON }
COUNTY OF CLACKAMAS } SS

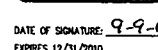
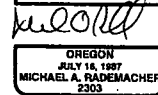
I DO HEREBY CERTIFY THAT THE ATTACHED PARTITION PLAT WAS RECEIVED FOR
RECORD ON THE _____ DAY OF _____, 2010
AT _____ O'CLOCK _____ M.

AS PARTITION PLAT NO. _____

DOCUMENT NO. _____

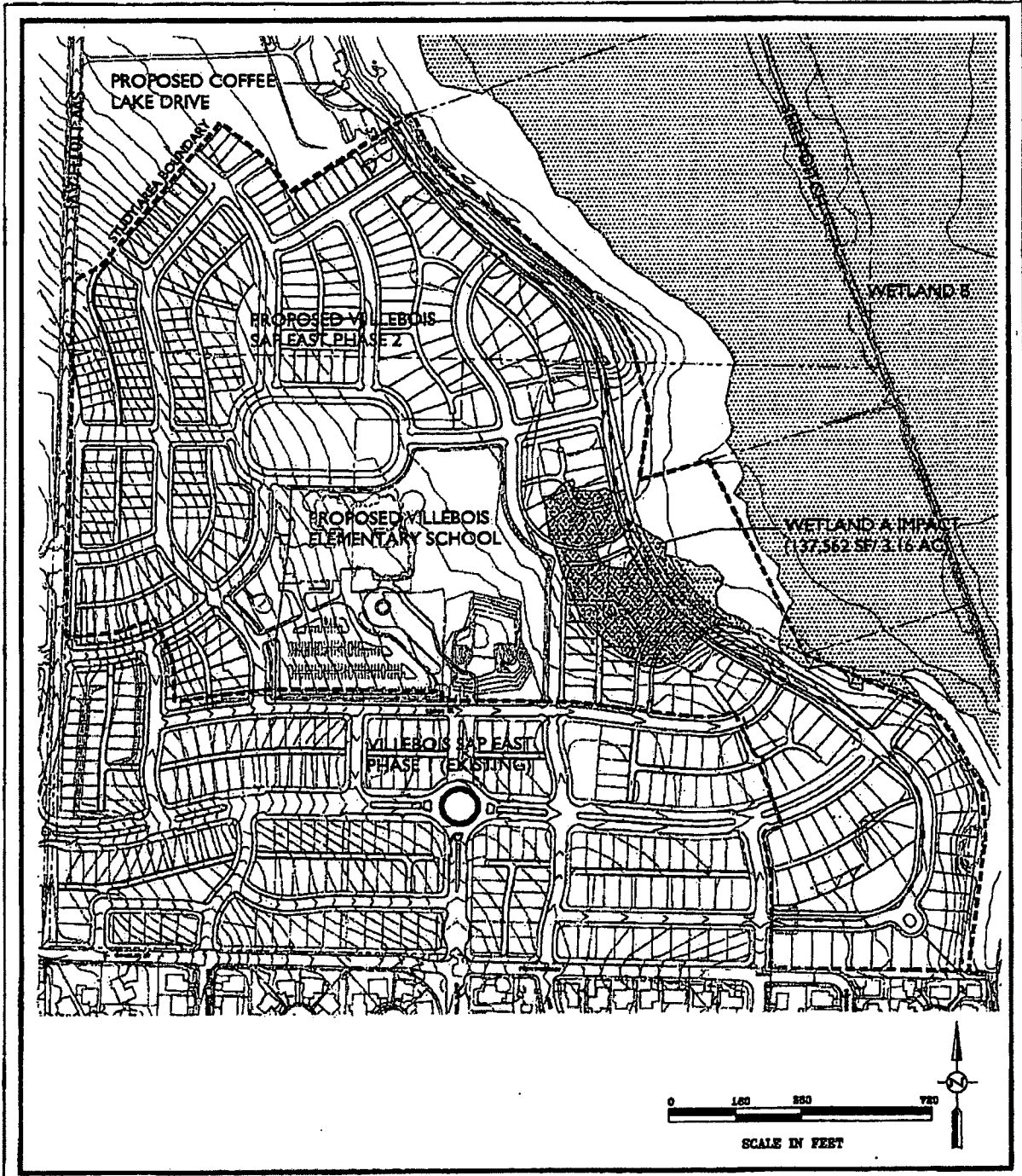
SHERY HALL, CLACKAMAS COUNTY CLERK

BY: _____
DEPUTY



ENGINEER/SURVEYOR
COMPASS ENGINEERING
4105 INTERNATIONAL WAY, SUITE 601
MILWAUKIE, OREGON 97222
PHONE: 603-658-8093
8788 Parl.Dwg (MIMM)
JOB NO. 6788 (PARTITION)

DATE OF SIGNATURE: 9-9-10
EXPIRES 12/31/2010



3/19/10
4573



Pacific Habitat Services, Inc.

Proposed site plan and wetland impacts at Villebois SAP East Phase 2 planning area in Wilsonville, Oregon. Provided by City of Wilsonville, 2010.

FIGURE

5

SAP East	PARK COST	LEAD	Property Owner
Neighborhood Park 5 (Fir Park) 41%	\$ 84,085	PRIVATE	Bischof/Lund
Neighborhood Park 6 (East Neighborhood Park):	\$ 481,715	CITY	De/Fasano&Wachovia
Regional Park 7:	\$ 252,317	CITY	Bischof/Lund
Regional Park 8:	\$ 3,254,379	CITY	Wachov/Bischof/Lund
Linear Green 7:	\$ 80,315	PRIVATE	Matrix
Linear Green 15:	\$ 1,959	PRIVATE	Bischof/Lund
Pocket Park 6:	\$ 177,539	PRIVATE	Matrix
Pocket Park 8:	\$ 119,327	PRIVATE	Wachovia
Pocket Park 9:	\$ 14,423	PRIVATE	Bischof/Lund
Pocket Park 10:	\$ 152,511	SCHOOL	De/Fasano
Pocket Park 12:	\$ 25,894	PRIVATE	Bischof/Lund
Pocket Park 13:	\$ 192,829	PRIVATE	Wachovia
Sap East Total	\$ 4,837,293		
Total	\$ 4,837,293		
Linear Green 16 (omitted in calcs)		PRIVATE	Bischof/Lund
Linear Green 17 (omitted in calcs)		PRIVATE	Wachovia
Pocket Park 11 (omitted in calcs)		PRIVATE	De/Fasano/Bis/Lund

Proposals for Addendum 3 to Development Agreement (SAP East):

Total SAP East Park Costs per Development Agreement	\$ 4,837,293	
Less Developer Responsibility (Neighborhood & Pocket Parks, etc.)	<u>\$ (848,882)</u>	
	\$ 3,988,411	= Reg. Parks 7 & 8 and
Less Original Interpretive Center	<u>\$ (1,019,000)</u>	Neighborhood Park 6
	\$ 2,969,411	
Plus Revised Interpretive Center	<u>\$ 200,000</u>	
	\$ 3,169,411	
Less PDP1 Contribution (190 lots x \$2,394 SDC)	<u>\$ (454,860)</u>	
	\$ 2,714,551	
Less School District Contribution (70 lots x \$3,211 SDC)	<u>\$ (224,770)</u>	
	\$ 2,489,781	
Plus School District Credit for Pocket Park 10	<u>\$ 152,511</u>	
	\$ 2,642,292	
Less remaining SAP East SDC Contribution (390 lots x \$5,673)	<u>\$ (2,212,470)</u>	
Balance subject to scope reduction, Matrix contribution to Neighborhood Park 6, or City Contribution	\$ 429,822	

G&M DRAFT DATED 12/02/10

1 David A. Foraker, OSB #812280
 Sanford R. Landress, OSB #814382
 2 Conde T. Cox, OSB #090977
 Greene & Markley, P.C.
 3 1515 SW Fifth Avenue, Suite 600
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 4 Telephone: (503) 295-2668
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 5 E-mail: david.foraker@greenemarkley.com
 E-mail: sanford.landress@greenemarkley.com
 6 E-mail: conde.cox@greenemarkley.com

7 Attorneys for Reorganized Debtor

8
 9 UNITED STATES BANKRUPTCY COURT
 10 DISTRICT OF OREGON

11 In re 12 Matrix Development Corporation, 13 an Oregon corporation, aka Legend Homes, 14 Debtor.	}	Case No. 08-32798-tmb11 Chapter 11 STIPULATED ORDER APPROVING ASSUMPTION AND PARTIAL ASSIGNMENT OF DEVELOPMENT AGREEMENT FOR LEGEND AT VILLEBOIS PROJECT, AS AMENDED
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17
 18 This matter came before the Court on the stipulation of Legend Homes
 19 Corporation (the "Reorganized Debtor"), REDUS OR Land, LLC, a Delaware limited
 20 liability company ("REDUS"), City of Wilsonville (the "City"), and The Urban Renewal
 21 Agency of the City of Wilsonville (the "URA") based on and with reference to the
 22 following:

23 A. Under Ordinance No. 556 adopted on August 18, 2003, the City adopted
 24 the Villebois Village Master Plan for an urban village to be developed on 500 acres, more
 25 or less, of land located on the west side of the City. The Master Plan contemplated that
 26 approximately 2,700 residential units, as well as certain commercial projects and assisted

1 living facilities, would be developed within the planned community. In or about 2004,
2 Matrix Development Corporation (the "Debtor") purchased and had options to purchase
3 approximately 150 acres of land within the Villebois Village Master Area (the
4 "Property") for the purposes of developing the Property and constructing thereon
5 approximately 650 residential units in a project to be known as Legend at Villebois.

6 B. On or about June 14, 2004, in connection with the Debtor's purchase of the
7 Property, the City, the URA, the Debtor and others entered into a Development
8 Agreement dated June 14, 2004 (as amended by that certain Contract Addendum No. 1
9 executed by the Debtor and the City in August 2005 and by that certain Addendum No. 2
10 executed by the Debtor, the City and the URA in December 2007, the "Villebois
11 Development Agreement").

12 C. The Debtor contemplated that the Property would be developed in two
13 phases known as Legend at Villebois Phase 1 (the "Phase 1 Property") and Legend at
14 Villebois Phase 2 (the "Phase 2 Property").

15 D. Wachovia Financial Services, Inc. ("Wachovia") made certain loans to the
16 Debtor that were secured by, among other property, a trust deed lien on the Phase 1
17 Property and certain loans to the Debtor that were secured by, among other property, a
18 trust deed lien on the Phase 2 Property.

19 E. On June 10, 2008, the Debtor filed herein a voluntary petition under
20 Chapter 11 of the Bankruptcy Code.

21 F. Pursuant to an order of the Court entered on June 5, 2009, as Document
22 #1299, the Debtor abandoned under section 554(a) of the Bankruptcy Code the Phase 2
23 Property, among other real property.

24 G. On April 21, 2010, the Debtor filed herein Debtor's Motion for Approval of
25 Rejection of Development Agreement for Legend at Villebois Project [Dkt #2046] (the
26 "Motion"). By that Motion, the Debtor sought to avoid the automatic assumption of the

1 Villebois Development Agreement under the Plan and to preserve, for itself and for the
2 Reorganized Debtor, the right to reject the Villebois Development Agreement in the
3 event that its negotiations with the City to modify its terms were unsuccessful.

4 H. On May 13, 2010, the Court entered an Order Confirming Plan [Dkt #2085]
5 pursuant to which it confirmed Debtor's Second Amended and Restated Plan of
6 Reorganization, as Finally Modified [Dkt #2082] (the "Plan"). Capitalized terms used
7 but not defined herein shall have the meanings given to them in the Plan. The Effective
8 Date of the Plan is June 1, 2010. The Plan has been substantially consummated.

9 I. In connection with the consummation of the Plan, Wachovia, REDUS and
10 the Reorganized Debtor entered into an Agreement for Deed in Lieu of Foreclosure and
11 Acceptance of Collateral in Partial Satisfaction of Indebtedness, dated for the purposes of
12 reference as of June 1, 2010 (the "Deed in Lieu Agreement"). REDUS is an affiliate of
13 Wachovia. On July 1, 2010, pursuant to the terms of the Deed in Lieu Agreement and
14 consistent with the provisions of Section 3.2(a) of the Plan, the Reorganized Debtor
15 conveyed to REDUS fee title to the Phase 2 Property.

16 J. The City, the URA, the Reorganized Debtor and REDUS have entered into
17 and are parties to that certain Addendum No. 3 to Development Agreement ("Addendum
18 No. 3"). A copy of Addendum No. 3 is attached hereto as Exhibit A. Addendum No. 3
19 recognizes that, as a result of the consummation of the Plan, the Reorganized Debtor
20 owns the Phase 1 Property and REDUS owns the Phase 2 Property. Among other things,
21 Addendum No. 3 clarifies that certain entitlements and obligations under the Villebois
22 Development Agreement run with the land and that the respective obligations of the
23 Reorganized Debtor and of REDUS under the Villebois Development Agreement, as
24 amended by Addendum No. 3, are in rem obligations that are enforceable only against
25 the Phase 1 Property in the case of the Reorganized Debtor's obligations and against the
26

1 Phase 2 Property in the case of REDUS' obligations.

2 Based on the foregoing and on the stipulation of the Reorganized Debtor, REDUS,
3 the City and the URA, as endorsed below by their respective attorneys, it is

4 ORDERED that:

5 1. The Villebois Development Agreement, as amended by Addendum No. 3,
6 is hereby assumed by the Reorganized Debtor pursuant to the provisions sections 365 and
7 1123(b)(2) of the Bankruptcy Code. Except as otherwise provided in Addendum No. 3,
8 neither the City nor the URA shall be entitled to compensation for any default by the
9 Debtor under the Villebois Development Agreement.

10 2. To the extent that the terms and provisions of the Villebois Development
11 Agreement, as amended by Addendum No. 3, relate exclusively to the Phase 2 Property,
12 the Reorganized Debtor is authorized to assign its rights and interests therein to REDUS.

13 3. Subject to the terms of this Order, the Motion shall be deemed withdrawn
14 by the Reorganized Debtor.

15 4. This Court retains jurisdiction to hear and determine all disputes relating to
16 the interpretation or implementation of this Order.

17 5. This Order shall be deemed to be effective as of December __, 2010.

18 # # #

19
20 It is so stipulated:

21 Greene & Markley, P.C.

22 By: /s/ David A. Foraker
23 David A. Foraker, OSB #812280
24 Attorneys for Reorganized Debtor
25
26

1 K&L Gates LLP

2 By: /s/ R. Gibson Masters
3 R. Gibson Masters, OSB #051560
4 Attorneys for REDUS OR Land, LLC

5 /s/ Michael E. Kohlhoff
6 Michael E. Kohlhoff, OSB #690940
7 Attorney for City of Wilsonville and
8 The Urban Renewal Agency of the City
9 of Wilsonville