

RESOLUTION NO. 1363

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 2 TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE ROBERT RANDALL CORPORATION**

WHEREAS, the City and Robert Randall Corporation executed a Development Agreement concerning the development of streets, water lines and sewer lines and a lift station to serve 144 acres of property in the eastern part of Wilsonville; and

WHEREAS, on the 7th day of September, 1990, that agreement was modified to change the schedule for road improvements; and

WHEREAS, subsequent to approval of Amendment 1, the routing of the sewer line that was included in the Development Agreement was modified; and

WHEREAS, the city subsequently constructed the Memorial Park Lift Station and the sewer line from the lift station to the vicinity of Parkway and Memorial Drive; and

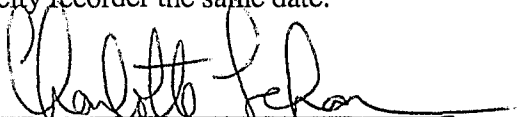
WHEREAS, the Robert Randall Company subsequently constructed a sewer line from the vicinity of Parkway and Memorial Drive under Interstate 5 to the Waste Water Treatment Plant; and

WHEREAS, the changes that were described above significantly changed the cost for construction of the project; and

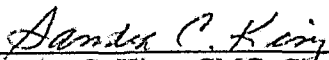
NOW, THEREFORE THE CITY OF WILSONVILLE, OREGON RESOLVES AS FOLLOWS:

1. The City Council authorizes the City Manager to execute Amendment 2 to the Development Agreement between the City and the Robert Randall Company.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 3rd day of March, 1997, and filed with the Wilsonville city recorder the same date.

  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
Sandra C. King, CMC, City Recorder

SUMMARY of Votes:

Mayor Lehan            Yes  
Councilor MacDonald    Yes  
Councilor Luper        Yes  
Councilor Helser        Yes  
Councilor Barton        Yes

**DRAFT**  
**DEVELOPMENT AGREEMENT**  
**AMENDMENT NO. 2**

This Agreement amendment is made this \_\_\_\_\_ day of March, 1997, by and between the Robert Randall Company, an Oregon corporation, hereinafter referred to as "Randall" and the City of Wilsonville, hereinafter referred to as the "City".

WHEREAS, THE ORIGINAL SITUATION WAS AS FOLLOWS:

RANDALL has received approval with conditions for the development of 144.8 acres of property from the CITY as set forth in City of Wilsonville Ordinance No. 329; and

Ordinance No. 329 required that RANDALL enter into a Development Agreement with the CITY to apportion development costs; and

A Development Agreement between RANDALL and the CITY was executed on September 6, 1988; and

An amendment to the Development Agreement between RANDALL and the CITY was executed on September 7, 1990; and

The Development Agreement amendment (paragraph 3), required that RANDALL would, at its expense, provide to CITY specifications a new Boeckman Creek liftstation and a new sanitary force main; and

The sewer liftstation and force main construction and installation were to precede temporary final occupancy of phase III, phase IV, or phase V; and

The planned routing of the force main was through Memorial Park to the Willamette River Greenway and then westerly along the Greenway to the vicinity of the wastewater treatment plant; and

WHEREAS, THE SITUATION CHANGED AS FOLLOWS:

The property owners along the proposed alignment of the force main had very serious concerns about the impact of this force main alignment on the neighborhood; and

Staff was concerned that a force main of the planned length would cause additional odor problems at the wastewater treatment plant; and

The CITY subsequently constructed Memorial Drive from Wilsonville Road and Town Center Loop West to the end of Trask Street; and

This road construction provided an opportunity to construct part of the sewer line through a much less environmentally sensitive area; and

The original routing of the force main and the proposed routing of the new force main and gravity sewer are as indicated on Attachment C-2; and

The force main from the liftstation to Memorial Drive and the gravity sewer line along Memorial Drive had to be constructed before Memorial Drive was completed; and

The high school in Wilsonville opened in September 1995; and

The new Boeckman Creek liftstation had to be constructed prior to the opening of the high school; and

RANDALL did not intend to occupy phases III, IV or V until after the high school opened; and

The CITY constructed the Boeckman Creek liftstation; and

The proposed new alignment also includes a gravity sewer line upgrade from the vicinity of Memorial Drive and Parkway to the wastewater treatment plant which was constructed by Randall; and

**WHEREAS, THE FINANCIAL IMPACTS OF THE AGREEMENT AND CHANGES WERE AS FOLLOWS:**

The CITY paid for construction of the force main from the lift station to Memorial Drive and the gravity sewer line along Memorial Drive in the amount of \$150,869 dollars, including design, construction, construction management, and inspection; and

Construction of the Boeckman Creek liftstation, to include design, construction, construction management and inspection, cost \$246,124 dollars; and

RANDALL paid for construction of the gravity sewer line from Memorial Drive to the Wastewater Treatment Plant in the amount of \$445,186; and

Other property owners will also potentially benefit from construction of the sewer line installed by Randall and the City in the amount of \$263,656 dollars (see Attachment C-3); and

The Development Agreement (paragraph 6), provides that the CITY will reimburse RANDALL for any sewer trunk line or storm drainage line extension pursuant to Wilsonville Code, Section 3.116. Provided the cost of such extension will be net of any applicable credit otherwise provided to RANDALL as set forth in the Development Agreement; and

The CITY agreed to reimburse RANDALL for up to eighty units of the BridgeCreek Apartments at, not to exceed, twenty-seven thousand, one hundred and seventy-two dollars and eighty cents, (\$27,172.80); and

The basins that were added by the CITY and the cost of the proportionate share of the trunk sewer for these additions have been included in the sewer systems development charges; and

The CITY has collected \$18,189 from the West Linn/Wilsonville School District for their proportionate share of the liftstation and sewer line improvements; and

RANDALL reduced the number of apartments in Hathaway Village and Council agreed to allow a credit of \$84,312 against systems development charges for the reduced demand on City systems; and

This credit is being included in final settlement of sewer construction costs.

NOW, THEREFORE, it is agreed between the parties as follows:

1. That prior to occupying phase V, RANDALL will reimburse the CITY for the net of the CITY'S construction costs, less the amount that the CITY had agreed to

reimburse RANDALL for the eighty units in BridgeCreek Apartments less funds collected from the West Linn/Wilsonville School District, less credit for decreased number of apartments and less the amounts that are the cost responsibility of others that have been included in the sewer systems development charges. The costs are based on actual cost and are as follows:

Memorial Park Liftstation	\$246,124
1,117 Feet of 12" force main from the liftstation to Memorial Drive	\$40,126
15" sewer line from the force main to Trask and Town Center Loop West	\$36,405
18" sewer line from Trask and Town Center Loop West to Trask and Parkway	\$74,338
Total	\$396,993
Less credit for 80 units of BridgeCreek Apartments	\$27,173
Less cost responsibility of others included in SDCs	\$263,656
Less payment to the CITY from West Linn/Wilsonville School System for High School share of Boeckman Creek Liftstation	\$18,189
Less credit for reduction in apartments	\$84,312
Net Reimbursement from RANDALL	\$3,663

WHEREAS, the undersigned have been duly authorized to enter into this Agreement on behalf of their respective corporations this \_\_\_\_\_ day of March, 1997.

THE ROBERT RANDALL COMPANY

CITY OF WILSONVILLE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

(Title): \_\_\_\_\_

CHARLOTTE LEHAN, Mayor

ATTEST:

\_\_\_\_\_  
SANDRA C. KING, CMC,  
City Recorder

*DevAgrRandall*

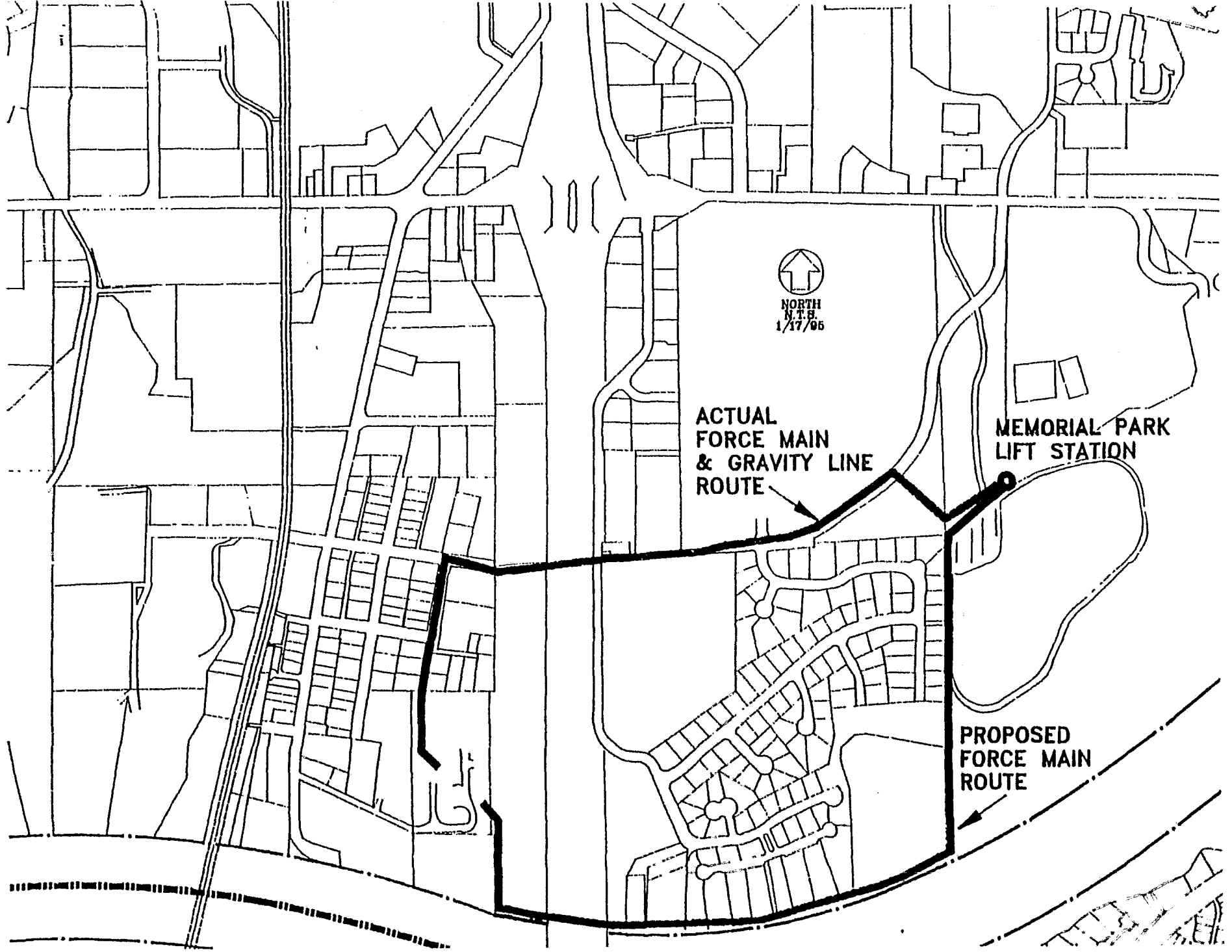


NORTH  
N.T.B.  
1/17/06

ACTUAL  
FORCE MAIN  
& GRAVITY LINE  
ROUTE

MEMORIAL PARK  
LIFT STATION

PROPOSED  
FORCE MAIN  
ROUTE



RANDALL PAYBACK CALCULATIONS											
10/22/96 Revised											
Annex E											
Memorial Park Lift Station & Sewer Lines											
BASIN	Equivalent Dwelling Units	Status of basin	Memorial Park Lift Station Drive	1117 feet of 12 inch Force Main- Lift Station to (Memorial Drive	15 inch S11ne Force Main to Trask & Town Center Loop West	18 inch S11ne Trask & Town Center Loop West To Trask & Parkway Trask	1412 feet of 18 inch S11ne WWTP to Trask & Parkway Trask	Total Cost per Equivalent Dwelling Unit	Total Cost per Basin/Property	Randall cost responsibility	City Cost with Reimbursement from others
			\$246,124	\$40,126	\$26,405	\$74,338	\$445,186		\$842,179		
BE-3A	21	Added by City				14	14	\$220	\$3,068		\$3,068
BE-3B	13	Added by City				8	8	\$221	\$1,769		\$1,769
BT-3	166	Added by City							\$0		\$0
BC-4(70%)	374	Added by City				374	374	\$220	\$82,407		\$82,407
BC-4 (30%)	160	Orig agreement	160	160	160	160	160	\$455	\$72,757	\$72,757	
PT-1	175	Added by City				175	175	\$220	\$38,546		\$38,546
PT-2	22	Added by City				22	22	\$220	\$4,849		\$4,849
PT-3	125	Added by City				125	125	\$220	\$27,528		\$27,528
BC-5A											
Wilcomile Meadows			0	0	0	0	0		\$0		
BC-5B				0	0	0	0		\$0		
Wagner	90	Orig agreement - 20 acres, Added by City	90	90	90	90	90	\$455	\$40,926	\$31,481	\$9,444
Prop NE of Wilcomile Meadows & West of Wagner Property	30	Orig agreement	30	30	30	30	30	\$455	\$13,642	\$13,642	
BC-5C				0	0	0	0		\$0		
Randall Multi-Farmy	600	Orig agreement	600	600	600	600	600	\$455	\$272,839	\$272,839	
BC-6			0	0	0	0	0		\$0		
Wilcomile High School Phase I (Orig Randall recd, but City collected)	56	Orig agreement	56	56	56	56	56	\$455	\$25,465		\$25,465
Wilcomile High School Phase II	40	Orig agreement	40	40	40	40	40	\$455	\$18,189	\$18,189	
BC-3*	0		0	0	0	0	0		\$0		
Olsen Property	80	Orig agreement	0	0	0	0	0	\$0	\$0	\$0	\$0
BC-7			0	0	0	0	0		\$0		
Green Property	22	Orig agreement	22	22	22	22	22	\$455	\$10,004	\$10,004	
Comm Property	61	Orig agreement	61	61	61	61	61	\$455	\$27,739	\$27,739	
Est part of Teufel Property flowing to lift station	290	Orig agreement	290	290	290	290	290	\$455	\$131,872	\$131,872	
Est part of Teufel Property flowing directly into Trask	291	Added by City			291	291	291	\$243	\$70,578		\$70,578
City Share for Bridge Creek Apartments										(\$27,173)	\$27,173
CT-1&CT-2	0										
TOTAL	2616		1349	1349	1640	2357	2358		\$842,179	\$551,350	\$290,829
COST/EQUIPROJECT			\$182	\$30	\$22	\$32	\$188				
			\$246,124	\$40,126	\$26,405	\$74,338	\$445,186		Prior City Payment		\$306,993
									Randall owes City for sewer		\$106,164
									Less collection from WL/WW School for lift station		(\$16,189)
									Less credit for 38 unit density reduction (Res 1210)		(\$84,313)
									Net owed to City		\$3,663



DEVELOPMENT AGREEMENT  
AMENDMENT

This Agreement amendment is made this 2nd day of July, 1990 by and between the Robert Randall Company, an Oregon corporation, hereinafter referred to as "Randall" and the City of Wilsonville, hereinafter referred to as the "City".

WHEREAS, RANDALL has received approval with conditions for the development of 144.8 acres of property from the CITY as set forth in City of Wilsonville Ordinance No. 329; and

WHEREAS, Ordinance No. 329 required that RANDALL enter into a Development Agreement with the CITY to apportion development costs; and

WHEREAS, a Development Agreement between RANDALL and the CITY was executed on September 6, 1988; and

WHEREAS, RANDALL has requested a change to the Development Agreement to amend the phasing and construction of Wilsonville Road (identified as Exhibit "A" attached hereto).

NOW, THEREFORE, it is agreed between the parties as follows:

- I. Those sections of Wilsonville Road which RANDALL will be required to improve are designated on revised Exhibit "B-1" attached hereto, as sections "A", "B" and "C" of that road. The road improvements shall be completed as a part of each phase of construction of the Randall property as follows:

Section "C" of Wilsonville Road and grading the curve to provide sight distance shall be completed during Phase 1 and 2; Section "B", a five (5) foot wide asphalt bike/pedestrian path through the Wilsonville Road graded curve area from Rose Lane to the improved section of Wilsonville Road and sufficient road shoulder grading and erosion control through the Wilsonville Road curve shall be maintained until such time as the site development of Phase 4 and 5 require the curve to be duly improved. Section "A" of Wilsonville Road shall be completed during Phase 4 and 5; Section "D" of Wilsonville Road and its improvements shall be entirely the responsibility of the CITY. Notwithstanding the above, this Agreement is not meant to preclude the CITY from requiring, in whole or in part, in the future, the installation and/or financing of Section "D" by the developers and/or owners of Tax Lot 100 and 200, including RANDALL should RANDALL become a developer or owner of the property in the future.

2. As a result of the sight-distance grading and realignment of Wilsonville Road through the curve, RANDALL shall provide safe and acceptable access to Wilsonville Road for properties currently abutting this area of Wilsonville Road to the south/east.
3. The parties acknowledge that it is necessary for substantial sanitary sewer improvements to be made to accommodate development of the Randall property. As a result, RANDALL agrees that it will, at its expense, provide to City specifications, a renovation of its existing Boeckman Creek sewage

parties, their heirs, legal representative, successors and assigns; provided, however, this agreement cannot be assigned by RANDALL to any other person, corporate or individual, without the express written consent of the City of Wilsonville, which shall be determined upon due considerations of prudent fiscal managements, ability to perform the necessary construction requirements of the construction of the public improvements to be constructed or completed, and the ability to provide reasonable and necessary quality assurances in regard to the public improvements to be constructed or completed.

WHEREAS, the undersigned have been duly authorized to enter into this agreement on behalf of their respective corporations, this 7th day of September, 1990.

THE ROBERT RANDALL COMPANY  
BY: [Signature]  
(Title): President

CITY OF WILSONVILLE  
BY: [Signature]  
JOHN M. LUDLOW, Mayor

ATTEST:  
  
[Signature]  
VERA A. ROJAS, City Recorder

Section "C" of Wilsonville Road and grading the curve to provide sight distance shall be completed during Phase 1 and 2; Section "B", a five (5) foot wide asphalt bike/pedestrian path through the Wilsonville Road graded curve area from Rose Lane to the improved section of Wilsonville Road and sufficient road shoulder grading and erosion control through the Wilsonville Road curve shall be maintained until such time as the site development of Phase 4 and 5 require the curve to be duly improved. Section "A" of Wilsonville Road shall be completed during Phase 4 and 5; Section "D" of Wilsonville Road and its improvements shall be entirely the responsibility of the CITY. Notwithstanding the above, this Agreement is not meant to preclude the CITY from requiring, in whole or in part, in the future, the installation and/or financing of Section "D" by the developers and/or owners of Tax Lot 100 and 200, including RANDALL should RANDALL become a developer or owner of the property in the future.

2. As a result of the sight-distance grading and realignment of Wilsonville Road through the curve, RANDALL shall provide safe and acceptable access to Wilsonville Road for properties currently abutting this area of Wilsonville Road to the south/east.
3. The parties acknowledge that it is necessary for substantial sanitary sewer improvements to be made to accommodate development of the Randall property. As a result, RANDALL agrees that it will, at its expense, provide to City specifications, a renovation of its existing Boeckman Creek sewage

liftstation, a new Boeckman Creek liftstation, and a new sanitary sewer force main. The sanitary sewer improvements shall be made as follows:

Sewage liftstation renovation and Wilsonville Road sewer trunkline construction and installation (Exhibit "C-1") during Phase 1 and 2; sewage liftstation and force main construction and installation preceding temporary or final occupancy of Phase 3, Phase 4 or Phase 5.

4. Prior to the issuance of a building permit for Phase 3, Phase 4 or Phase 5, Randall must pay, in full, the remaining assessment for LID No. 3, \$8,035.35, including per diem interest accruing from July 3, 1990.
5. In order to insure performance of the improvements outlined within this agreement amendment, performance bonds insuring the completion of these improvements in the amount of the estimated costs for each phase of the contemplated improvements shall be secured by RANDALL prior to the issuance of building permits for any development phase, numbered 1 through 5. The bonds shall be maintained by RANDALL for the benefit of the CITY until such improvements have been accepted by the CITY and the applicable warranty periods have expired. Said bond sums may be adjusted from time to time to reflect current information, including improvements performed and approved, inclusive of applicable warranty periods.
6. This Agreement amendment shall exist in addition to and in conjunction with the Development Agreement dated September 6, 1988 between RANDALL and the CITY. This Agreement shall be binding upon the

parties, their heirs, legal representative, successors and assigns; provided, however, this agreement cannot be assigned by RANDALL to any other person, corporate or individual, without the express written consent of the City of Wilsonville, which shall be determined upon due considerations of prudent fiscal managements, ability to perform the necessary construction requirements of the construction of the public improvements to be constructed or completed, and the ability to provide reasonable and necessary quality assurances in regard to the public improvements to be constructed or completed.

WHEREAS, the undersigned have been duly authorized to enter into this agreement on behalf of their respective corporations, this 7th day of September, 1990.

THE ROBERT RANDALL COMPANY

BY: 

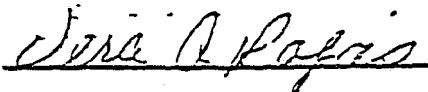
(Title): President

CITY OF WILSONVILLE

BY: 

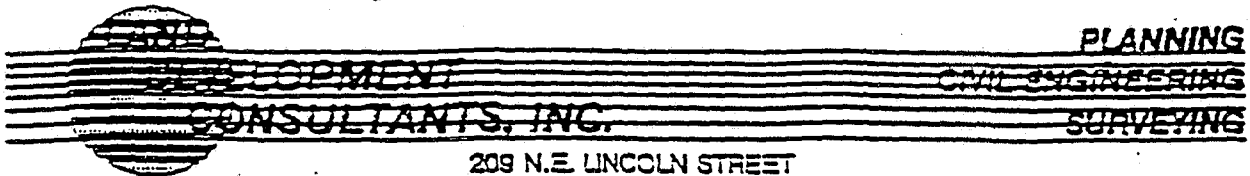
JOHN M. LUDLOW, Mayor

ATTEST:



VERA A. ROJAS, City Recorder

EXHIBIT "A"



209 N.E. LINCOLN STREET  
HILLSBORO, OREGON 97124  
PHONE: (503) 648-4081 or FAX: (503) 681-7646

Ryan O'Brien, Planner  
Chris Sedasul, Planner  
John Darling, Planner, AICP

Bob Quinn, PLS  
Jerry Kraemer, PLS  
Duane Marx

J.H. (Duncn) Sigmund, PLS PE  
H.R. (Hugh) O'Reilly, PE  
Richard Girard, PLS CET

M E M O

DATE: June 13, 1990

TO: City of Wilsonville City Council

FROM: Ryan O'Brien, representing The Robert Randall Co. 

RE: Amendment to the Development Agreement between the City of Wilsonville and The Robert Randall Co.

Attached please find a copy of the Development Agreement, dated September 6, 1988, between The Robert Randall Co. and the City of Wilsonville regarding development of the Wilsonville Meadows Planned Unit Development. We request a change to this agreement to amend the phasing and construct the middle section of Wilsonville Road (Section "B" as identified on Exhibit B-1) prior to the southern section (identified as Section "A"). This request has been changed to include the comments of the City Council at the May meeting.

As the City Council may know, a 296 unit multiple family development (Phase 2) on the east side of Wilsonville Road is under construction as well as the single family subdivision (Phase 1) on the west side of Wilsonville Road. Exhibit B-1 of the Development Agreement indicates that the remaining multiple family areas are Phases 3, 4 and 5. We request that Phase 5 be identified as Phase 3, that Phase 4 remain in its current phasing, and that Phase 3 be identified as Phase 5.

The Robert Randall Co. has received a preliminary plat approval from the Planning Commission for all remaining phases of the single family subdivision. Plans have also been approved by the Planning Commission for the area identified as Phase 5 on Exhibit B-1 for the next phase of multiple family construction.

We request that the road construction schedule for Wilsonville Road be modified by construction of Section "B" prior to Section "A" as currently identified in the Development Agreement. Since Section "C" of Wilsonville Road has been constructed, we feel that the next logical phase for construction of Wilsonville Road would be Section "B." The third phase of Wilsonville Road construction would then be Section "A" and would be constructed with the Phase 4 multiple family site to finish off all Wilsonville Road street improvements. During the interim, we propose to construct a temporary asphalt pathway 5 feet in width along the west side of Wilsonville Road from Rose Lane to southerly portion of Section "B" of Wilsonville Road.

The apartment plan for Phase 5, which is now requested to be Phase 3, was approved by the Planning Commission on May 14. Prior to construction of Phase 5, it is necessary for the City Council to approve these requested changes to the Development Agreement. Specifically, we request the following changes to the Development Agreement as referenced by page numbers:

1. In the last paragraph of Page 2, amend the third and fourth lines to read:

Section "A" of Wilsonville Road shall be improved with Phase 4 construction.

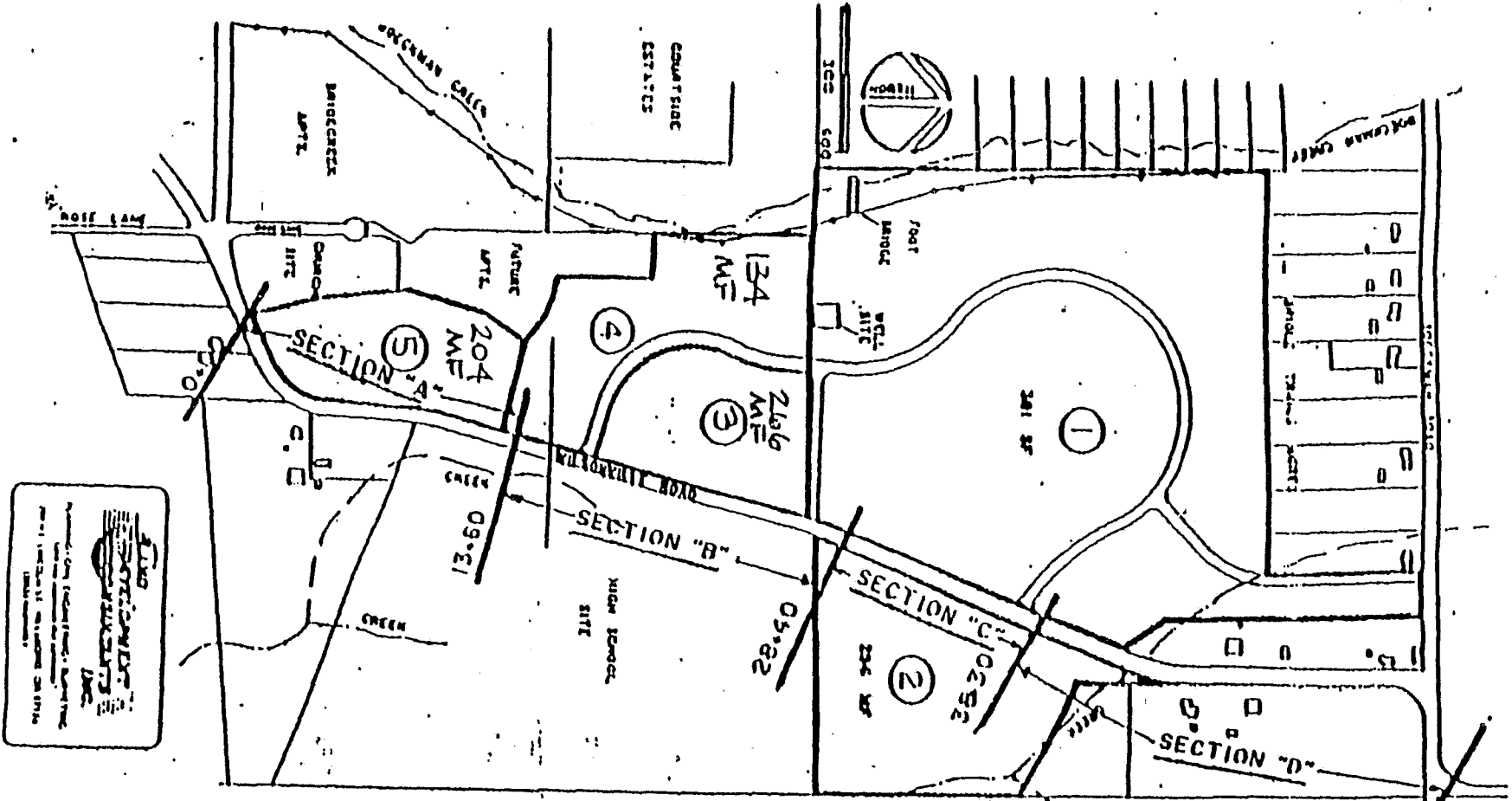
2. Also, in the last paragraph of Page 2, amend the fourth, fifth, and sixth lines to read:

Section "B" of Wilsonville Road shall be completed during Phase 3 construction along with a temporary asphalt pedestrian access along the west side of Wilsonville Road from west Rose Lane to Section "B" of Wilsonville Road.

3. Change Exhibit B-1 as follows:

Replace "Phase 5" with "Phase 3" and replace "Phase 3" with "Phase 5."





**ALCO ENGINEERS & ARCHITECTS, P.C.**  
 1000 N. WILSONVILLE ROAD  
 WILSONVILLE, OR 97150  
 PHONE: 503/261-1111  
 FAX: 503/261-1112  
 WWW.ALCOENGINEERS.COM

**REVISED**

# EXHIBIT "B-1" WILSONVILLE ROAD IMPROVEMENTS

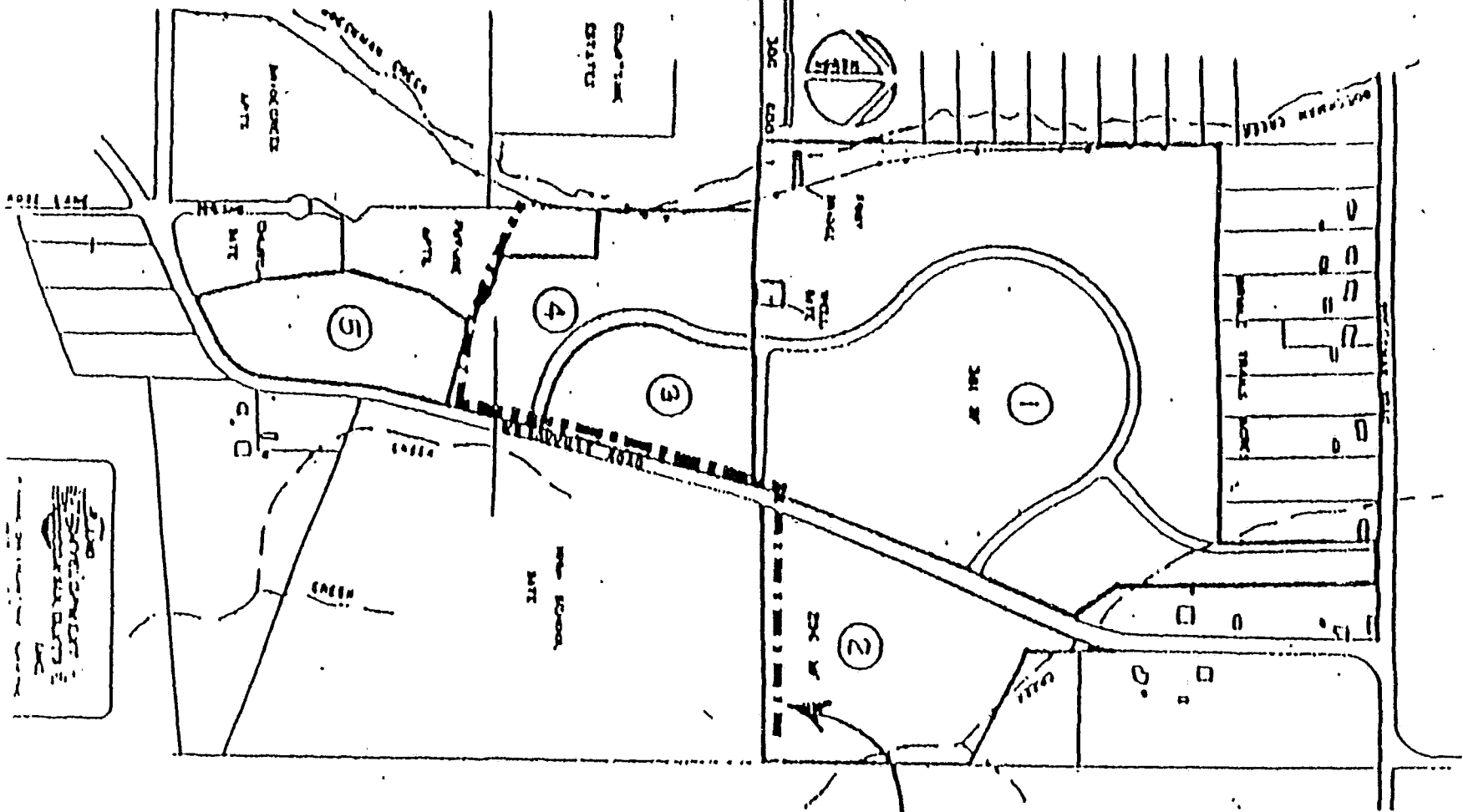


EXHIBIT "C-1"  
SEWER TRUNK LINE

REVISED

DATE: 07/03/90 PAYOFF CALCULATIONS TIME: 10:42

NAME : THE ROBERT RANDALL CO. I  
ADDRESS-1 : 9500 SW BARBUR BLVD. I  
CITY : PORTLAND I STATE: OR ZIP CD: 97219 IC0000  
LEGAL DESC: SEC.13-TAX LOT 1900 LID#3  
ASSES NUM : C1 MAP/TAX LT: C SEC.13 1900  
LIEN DATE : C 513531 PROJ TYPE : C SAN-SE  
LIEN AMT : C 39212.70 I INST AMT : C 1960.63 I  
BAN AMT : C 39212.70 I INT PERCNT: C 11.50000 I

PBL : C 7642.62 BAL : C I INT TO : C041690 I

ENTER CALC DAY: 070390 INTERST/DAY : 2.470  
FORMAT(MMDDYY): <070390> INTERST AMT : 192.73  
NBER OF DAYS: 78 PAYOFF AMOUNT : 8035.35 \*

HIT RETURN TO CONTINUE

PRINCIPAL BAL. \$7,842.62  
INTEREST THROUGH:7/3/90 192.73  
TOTAL \$8,035.35

INTEREST PER DIEM FROM:7/3/90 = \$2.470

DEVELOPMENT AGREEMENT

This agreement is made this 10<sup>th</sup> day of September 1988 by and between THE ROBERT RANDALL COMPANY, an Oregon corporation, hereinafter referred to as "RANDALL" and the CITY OF WILSONVILLE, hereinafter referred to as "THE CITY".

WHEREAS, Randall has received approval with conditions for the development of 144.8 acres of property from The City as set forth in City of Wilsonville Ordinance #329;

WHEREAS, the ordinance requires that Randall enter into a Development Agreement with The City to apportion development costs;

WHEREAS, Randall intends to develop the property in five (5) phases, more particularly designated in the maps attached hereto as Exhibits B-1 through B-3, with the phases numerically numbered 1-5 and circled;

WHEREAS, The City has filed a Notice of Foreclosure and Sale for September 14, 1988 on said property for failure to pay LID 6 assessments;

WHEREAS, the parties desire to resolve the apportionment of development costs between them and resolve the payment of the LID 6 assessments.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The parties agree and acknowledge that Randall has

now fully paid the LID 6 assessments prior to entering into this agreement.

2. In order to serve the major land development proposed by Randall and approved in Ordinance No. 329, the parties acknowledge that substantial public improvements of Wilsonville Road, which is an arterial road, and the concurrent provision of major sewer and water utilities are necessary. The parties acknowledge that financing of such improvements needs to be fairly proportioned given the limited resources. Therefore, Randall agrees it will, at its expense, provide road improvements to City specifications and Ordinance 329 for Wilsonville Rd. adjacent to the Randall property generally located by attached Exhibits B-1 through B-5 with a typical road section being illustrated in Exhibit A. Those sections of Wilsonville Rd. which Randall will be required to improve are designated on Exhibit B-1 attached hereto, as sections "A", "B", and "C" of that road. Randall shall be entirely responsible for the cost of improvements to those three sections of the road and the improvements shall be completed as a part of each phase of construction of the Randall property as follows:

Section C during Phase 1 and 2; grading the curve to provide sight distance shall be completed during Phase 1 and 2; Section A of Wilsonville Rd. shall be improved during Phase 3 of construction; and Section B of Wilsonville Rd. shall be completed during Phase 4 of the construction; Section D of Wilsonville Rd. and its improvements shall be entirely the responsibility

of the City. Notwithstanding the above, this agreement is not meant to preclude the City from requiring, in whole or in part, in the future the installation and/or financing of Section D by the developers and/or owners of T.L. 100 and 200 on Exhibit B-3, including Randall should Randall become a developer or owner of the property in the future.

3. In the event the City receives any funds for improvement of the portions of Wilsonville Rd. covered in Exhibit B-1 as Sections "A", "B" and "C" through the direct efforts of Randall by way of grants or other similar type funding outside those received normally and customarily by the City, the City shall apply at least 70% of the funds received to the cost of the aforesaid improvements.

4. In return, for the construction of the aforementioned portions of Wilsonville Road, The City further agrees that it will give Randall a credit equal to the system development fees currently required to be paid by Randall to the City for arterial road and storm sewer improvements in the amount of \$500.00 per building permit unit times the number of units built, not to exceed 1,281 units. If full build out of 1,281 units occurs, then the total sum shall not exceed \$640,500.00. This figure includes all previously approved systems fee credit and is not in addition thereto.

5. The parties acknowledge that certain property will have to be dedicated by both Randall and the Methodist Church, Lot 303, located on Wilsonville Rd. in order to make the improvements to the curve on Wilsonville Rd. designated as within Section A in Exhibits B-1, B-2, and B-4. The City

agrees it will be responsible for obtaining the land and right of way required from the church in order to realign the curve of Wilsonville Rd. Randall agrees that it will dedicate the necessary required road right of way to complete the curve realignment. The City agrees, subject to applicable state law, that it will deed to Randall that land which is vacated as a result of the realignment of the road and is no longer necessary as right of way for Wilsonville Rd. in exchange for the property dedicated by Randall for the curve realignment within Section A, Exhibits B-1, B-2 and B-4. Such exchange shall provide for access to Wilsonville Road for properties currently abutting this area of Wilsonville Road to the south/east.

6. The parties acknowledge that it is necessary for substantial sewer improvements to be made to accommodate development of the Randall property, the West Linn School District property designated as high school site on the aforementioned exhibits and the present and forecasted future development of other properties along Wilsonville Rd. As a result, Randall has agreed that it will, at its cost, provide to City specifications, sewer pump renovation, a sewer pump station, and a sewer trunkline, as generally designated and located in Exhibit C-1 attached hereto. In addition, Randall agrees to make the sewer trunk line available to the aforementioned West Linn School District property. The City will be responsible for the cleaning and sealing of sewer lines

as illustrated in Exhibit C-2. Randall agrees to pay fully the costs of any of the sewer improvements regardless of any increase in costs that may occur as a result of the development of the various phases over a number of years. In return, The City shall give Randall a credit against sewer connection fees normally reserved for sewer construction by the City equal to 30% of the net sewer connection fee of \$1,132.00 (\$339.66) per unit times the number of units built, not to exceed 1,281 units. If full build out of 1,281 occurs, then the total sum shall not exceed \$435,104.46. Provided the currently proposed 80 unit Bridge Creek apartment units are built, The City agrees to participate in the funding of the total costs of sewer improvements in excess of \$435,104.46 only in the following limited manner: The City shall pay an amount equal to the lesser of (1) an amount equal to 30% of the net connection fee (\$339.66) times the number of units paid, which cannot exceed 80 units (\$27,172.80) or (2) the excess over \$435,104.46. Additionally, the City agrees to reimburse Randall for any sewer trunk line or storm drainage line extension pursuant to Wilsonville Code 3.116, provided the costs of such extension will be net of any applicable credit otherwise provided to Randall as set forth herein. Randall acknowledges it has fully read and understands the provisions of Wilsonville Code 3.116. The sewer improvements shall be made as follows:



Sewer pump renovation during Phase 1 and 2;  
Wilsonville Rd. sewer trunkline construction and  
installation during Phase 1 and 2; Sewer pump station  
construction and installation preceding Phase 3.

7. The parties acknowledge that a 12 inch water line from Boeckman Creek and along Boeckman Rd. to the existing well site must be constructed as illustrated in Exhibit D-1.

Randall agrees to construct to City specifications the 12 inch water line totally at its costs and agrees to pay that cost in full regardless of the time at which the line is constructed.

The parties agree that the line will be constructed as required by the development of the single family residences in the

Randall land. The City agrees that it will reimburse Randall for the construction of the 12 inch water line in an amount

equal to the difference between the cost of installing an 8 inch line and the 12 inch line required by the City through a

pay back agreement pursuant to Wilsonville Code 3.116, which

Randall acknowledges it has fully read and understands the contents thereof.

8. The parties acknowledge that the Randall development of the land in various phases may take several years, not to exceed ten years. Randall agrees to pay for the costs of and make those improvements which it has agreed to do herein regardless of any increase in costs resulting from the passage of time. In further consideration of Randall agreeing to make the necessary improvements regardless of any increase

in costs, The City has agreed that the development and utility fees designated in this agreement and currently required at this time, shall be calculated upon the present cost as if the full buildout had occurred in connection with this development, although a 10 year buildout period is recognized by this agreement. It is the intention of the parties that this agreement is contemplated as a present agreement, and, therefore, present values be used and only currently adopted City fees and charges be imposed. See Exhibit E - Summary of Applicable Fee Credits. Additionally, the parties have attempted to estimate the total costs of the public improvements set forth in this agreement. Based on the current available information, the parties agree that \$3 million is a reasonable and prudent estimate. In order to insure performance of these improvements, performance bonds insuring the completion of these improvements in the amount of the estimated costs of each phase of the contemplated improvements shall be secured by Randall prior to the issuance of building permits for any development phase, designated Nos. 1-5, exhibit B-1 through B-5, and shall be maintained by Randall for the benefit of the City of Wilsonville until all such improvements have been accepted by the City and applicable warranty periods have expired. Provided, further, however, said bond sums may be adjusted from time to time to reflect current information including, but not limited to, completion of public

improvements, inclusive of applicable warranty periods.

10. Randall agrees to insure and indemnify the City for any and all claims for injury and/or property damage arising out of the design, construction and installation of the public improvements set forth in this agreement, excepting any injuries or property damage arising from the negligence of the City or its employees and agents.

11. Randall agrees to pay all taxes, fees, unemployment and workers compensation benefits or other like kind penalties, fines or payment requirements required of it by any other governmental agency, arbitration, or court of law and to fully and completely indemnify and hold the City harmless thereon which may arise out of the design, construction or installation by Randall of any public improvement set forth in this agreement.

12. Randall agrees that all subcontractors, agents, employees, labor and materialmen shall at all times be fully paid in accordance with the applicable laws of the state. Randall agrees that no wage claim or construction lien shall be allowed against any public improvement set forth in this agreement. Randall agrees to indemnify and to hold the City harmless thereon in any event. The above is not intended to prevent Randall's use of reasonable efforts to defend from any such claim or lien, provided same is in good faith and not merely for the purpose of delay.

13. The parties agree to execute any further documents that are reasonable and customarily required in the provision of such City of Wilsonville public improvements for the execution and fulfillment of this agreement.

14. In the event any legal proceeding and/or appeal is necessary to enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

15. In the event of a dispute, the parties agree the presiding judge of Clackamas County may either hear this matter, or at his/her discretion, appoint a Clackamas County Circuit Court Judge to hear any such dispute. In either event, the parties, due to the complexity of the issues and the special nature of contract law and public improvements, waive any right to a jury trial. In the event such waiver cannot be enforced under law, the parties agree to have this matter arbitrated under the rules of the American Arbitration Association, or by any other arbitrator mutually agreed upon by the parties hereto, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

16. This agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns; provided, however, this agreement cannot be assigned by Randall to any other person, corporate or individual, without the express written consent of the City of Wilsonville, which shall

be determined upon due considerations of prudent fiscal management, ability to perform the necessary construction requirements of the construction of the public improvements to be constructed or completed, and the ability to provide reasonable and necessary quality assurances in regard to the public improvements to be constructed or completed.

WHEREAS, the undersigned have been duly authorized to enter into this agreement on behalf of their respective corporations, this 6<sup>th</sup> day of September, 1988.

THE ROBERT RANDALL COMPANY

BY:

[Signature]  
(Title): Pres

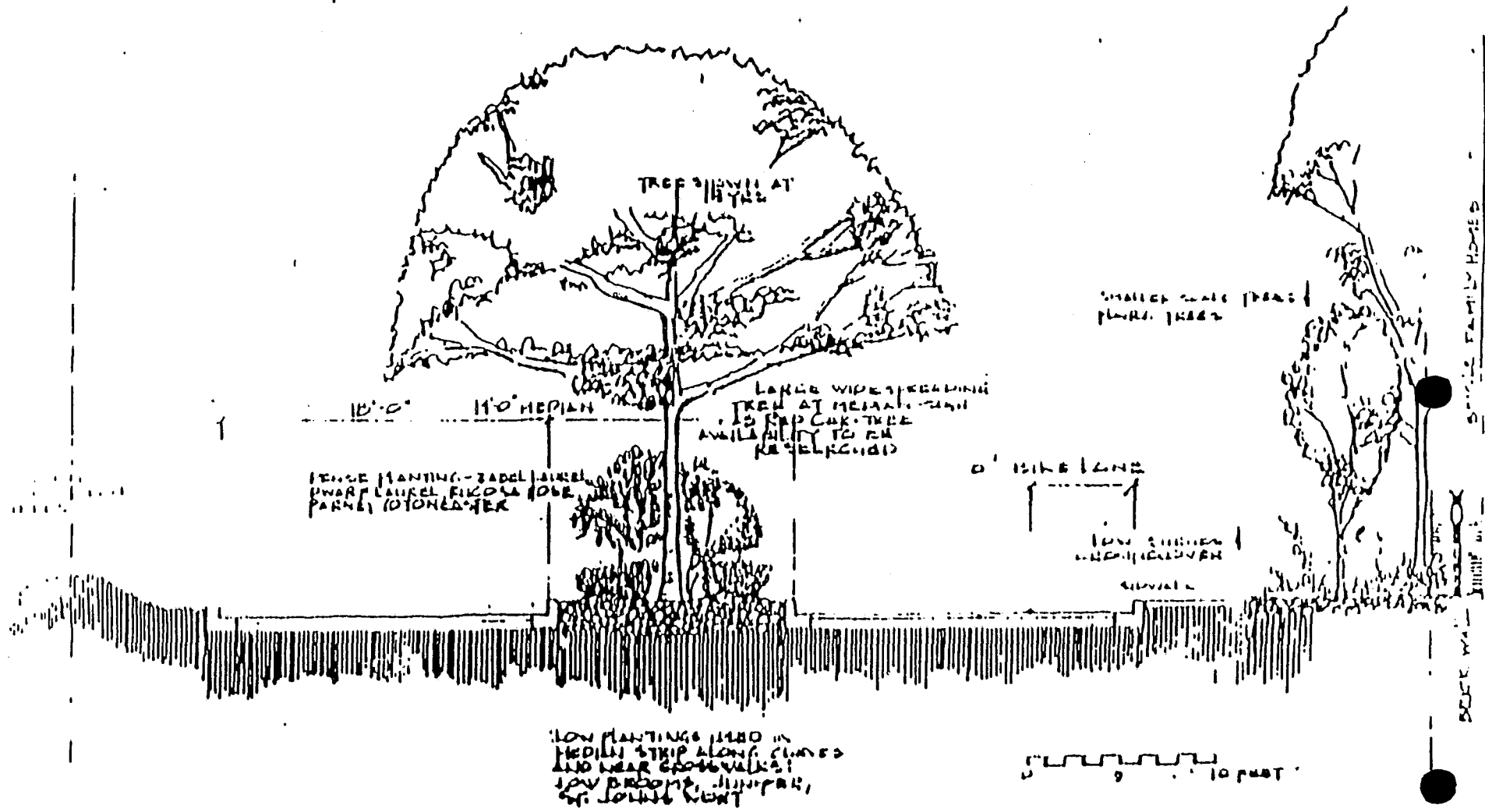
CITY OF WILSONVILLE

BY:

[Signature]  
(Title): Mayor

ATTEST:

[Signature]  
City Recorder



SECTION THRU SECTION C OF WILSONVILLE ROAD  
 WILSONVILLE, MEADOWS                      WILSONVILLE, OREGON

# EXHIBIT "A" TYPICAL ROADWAY SECTION

SKETCHED YADNAIS  
 LANDSCAPE ARCHITECT  
 3211 SW 40th AVE, PORTLAND OREGON 97221  
 212 6719                      8/14/08

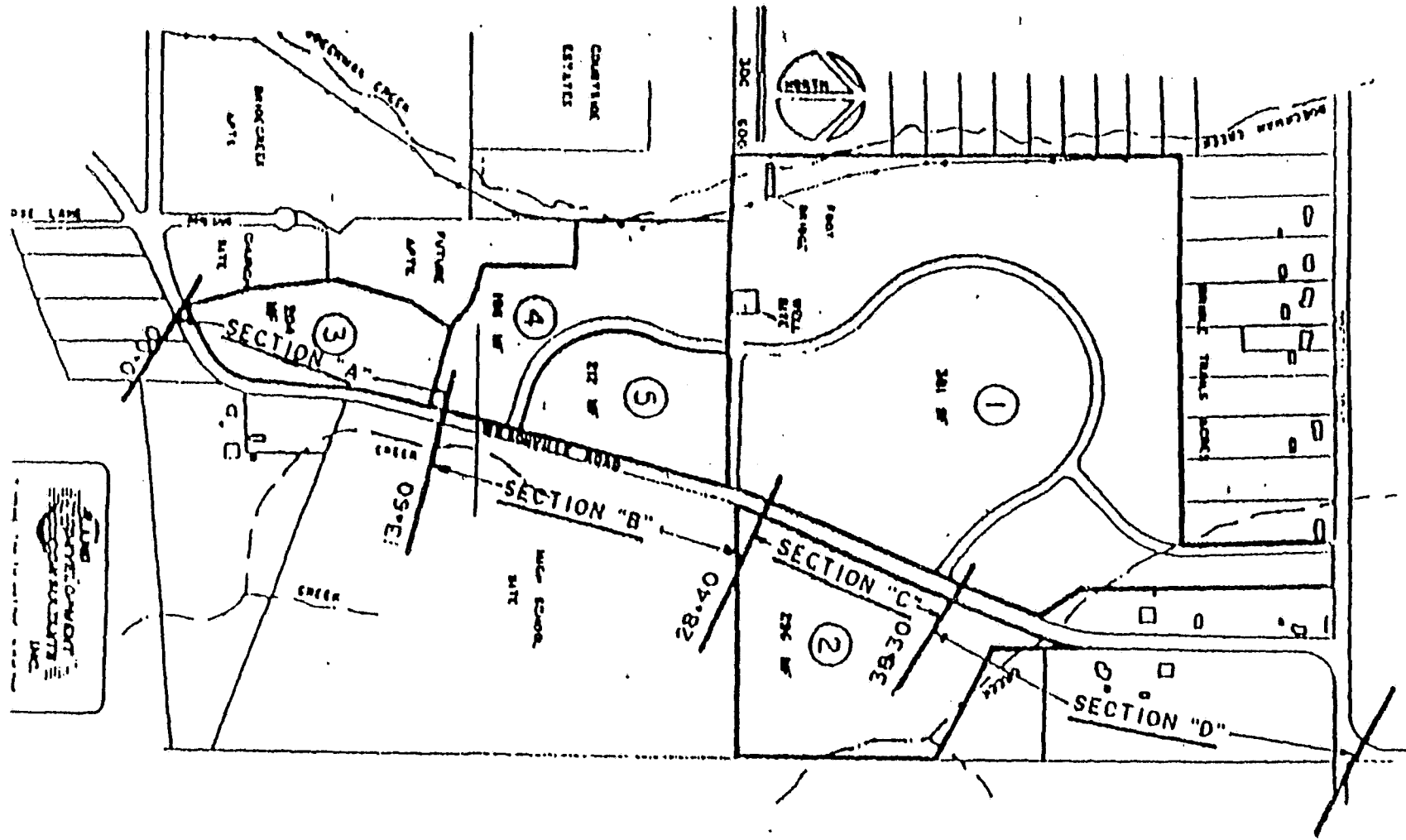


EXHIBIT "B-1"  
WILSONVILLE ROAD IMPROVEMENTS

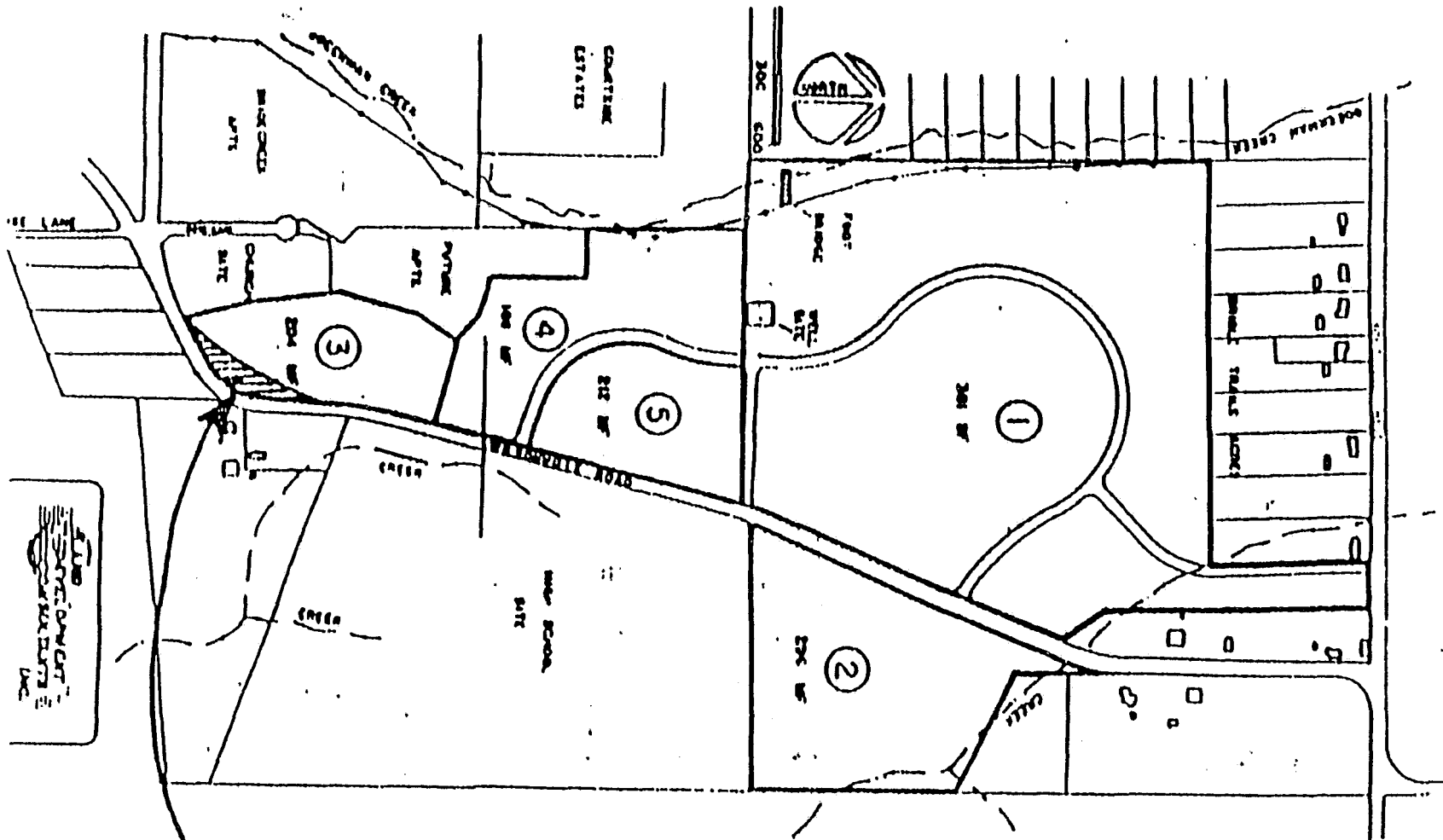
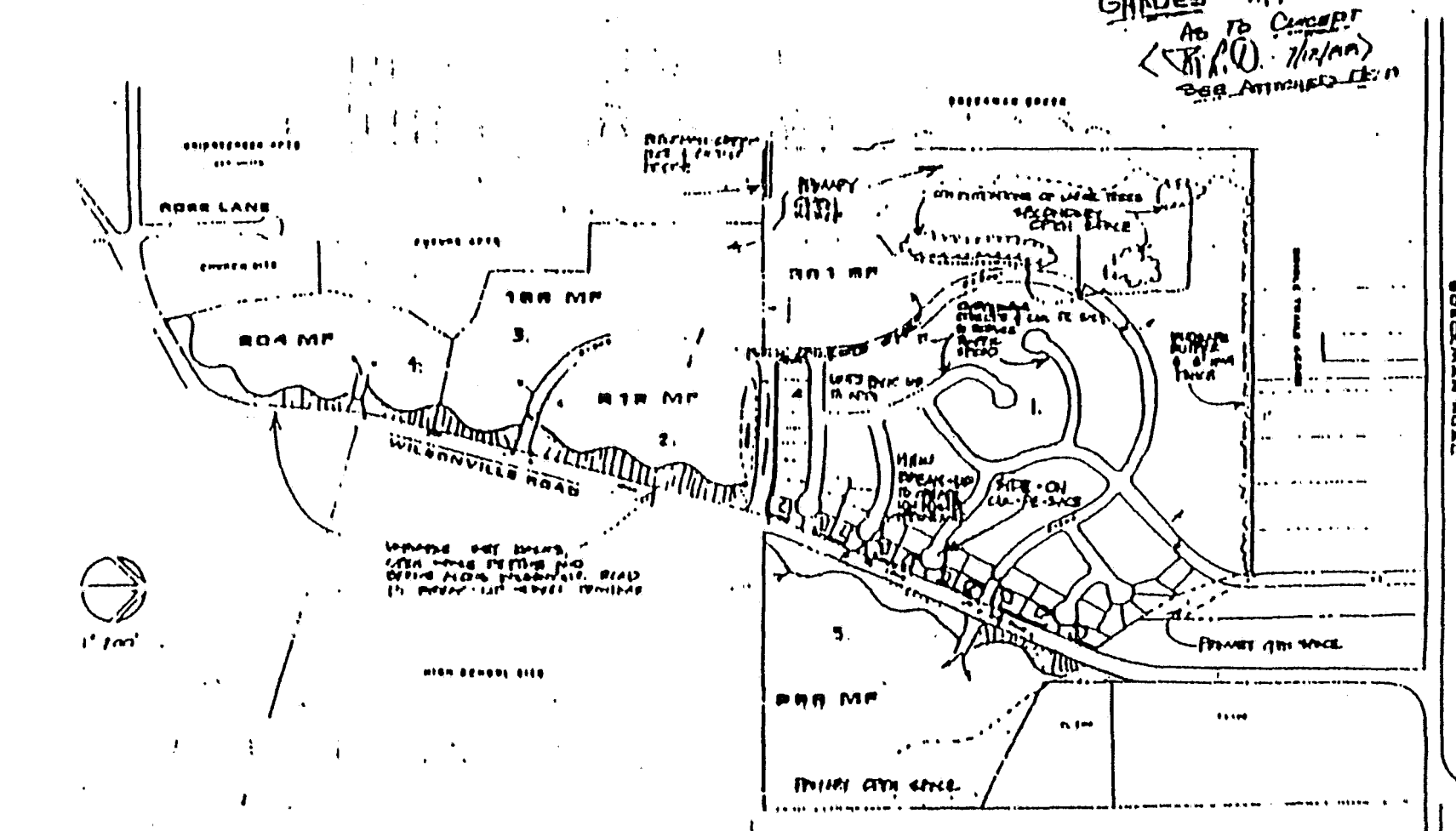


EXHIBIT "B-2" WILSONVILLE ROAD  
SIGHT DISTANCE IMPROVEMENT.

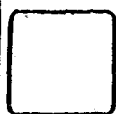


WILSONVILLE MEADOWS

GRADES APPROVED  
 AS TO CONCEPT  
 (K.P.O. 7/12/00)  
 SEE ATTACHED SET



THE ROBERT RAYBURN CO  
 9500 SW PARKWAY, SUITE 200  
 PORTLAND, OREGON 97224  
 503-249-1161



NO. 1	DATE	BY	REVISION

WILSONVILLE MEADOWS

WATER PLAN AND FINANCY REQUIREMENTS

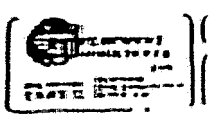
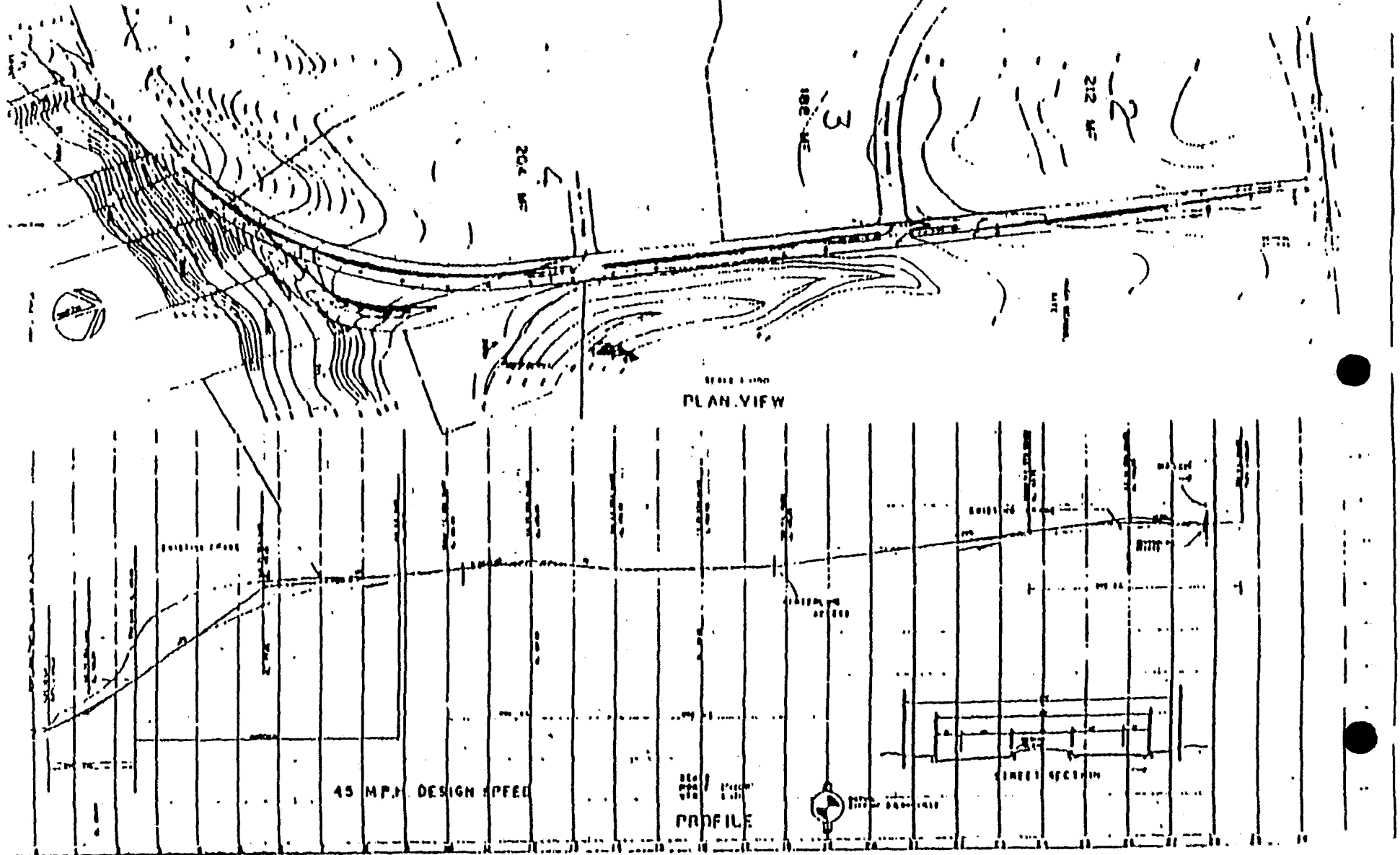


EXHIBIT "B-3"  
 APPROVED CONCEPT FOR



ROBERT RANDALL COMPANY  
 11 SW BARBOR BLVD. SUITE 300  
 CLATSOP, OREGON 97219  
 HF 245-1131



DATE	BY	CHKD

WILSONVILLE  
MEADOWS

WILSONVILLE  
ROAD STREET  
PLAN

SCALE	DATE

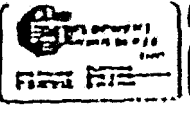
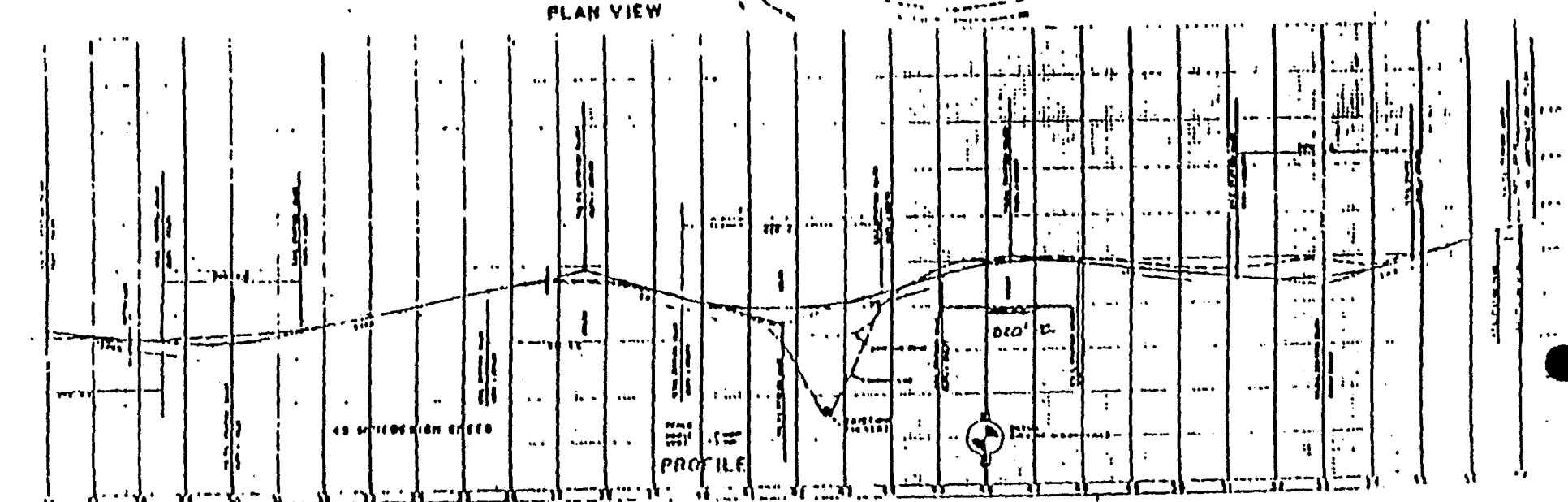
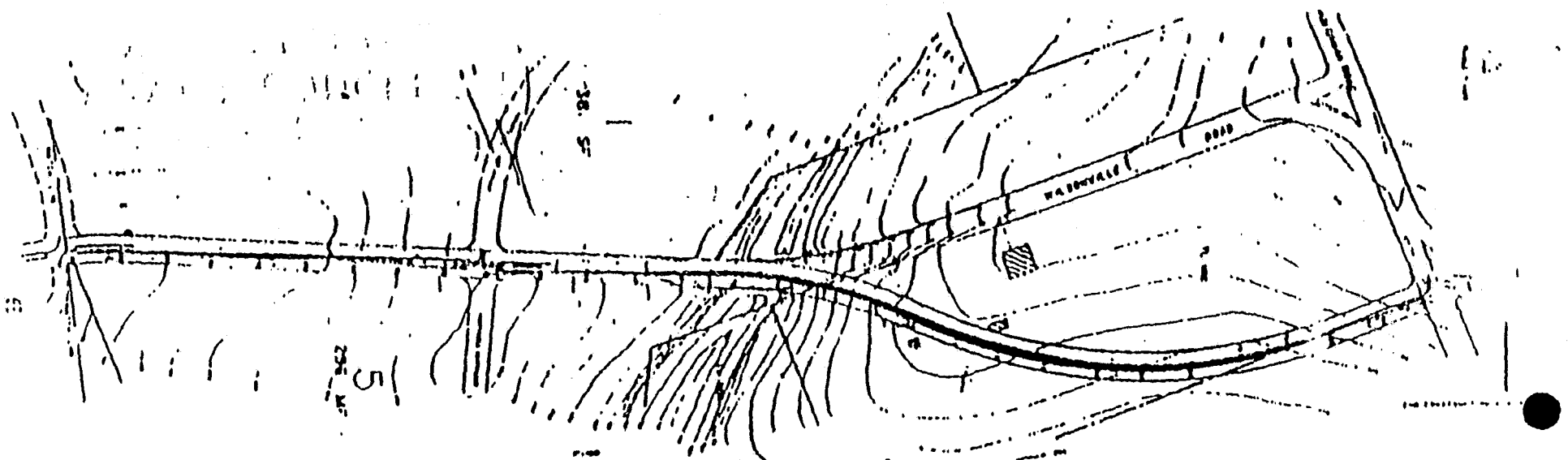


EXHIBIT "B-4"  
 APPROVED CONCEPT FOR  
 WILSONVILLE ROAD



E ROBERT RANDALL COMPANY  
 30 SW BARBAR BLVD SUITE 300  
 TILLAMOOK, OREGON 97149  
 TEL 245-1131




NO.	DESCRIPTION	DATE	BY
1			

WILSONVILLE MEADOWS

WILSONVILLE ROAD STREET PLAN

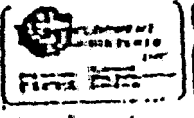
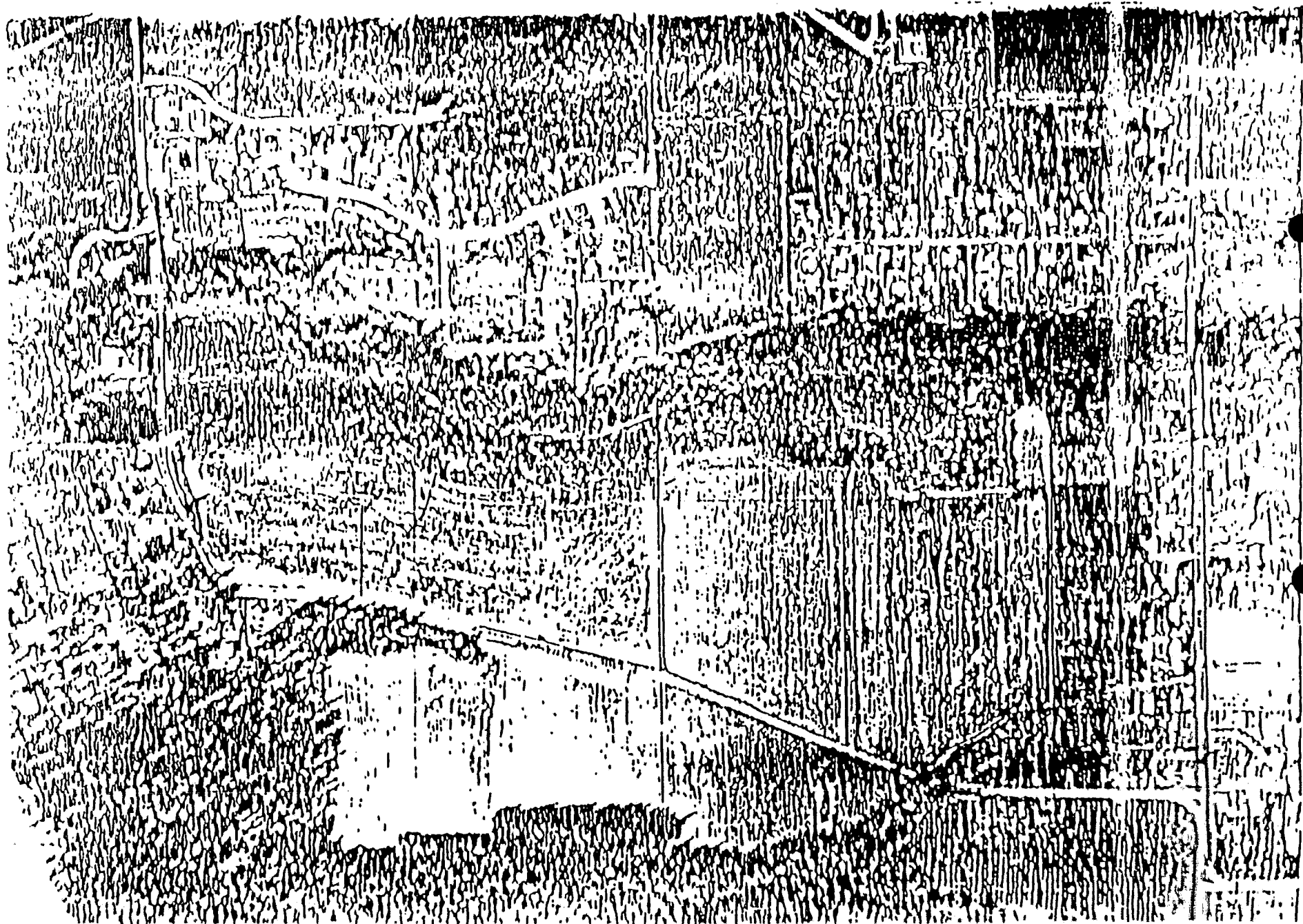


EXHIBIT "B-5"  
 APPROVED CONCEPT FOR  
 WILSONVILLE ROAD

EXHIBIT B 6  
APPROVED CONCEPT FOR  
WILSONVILLE ROAD



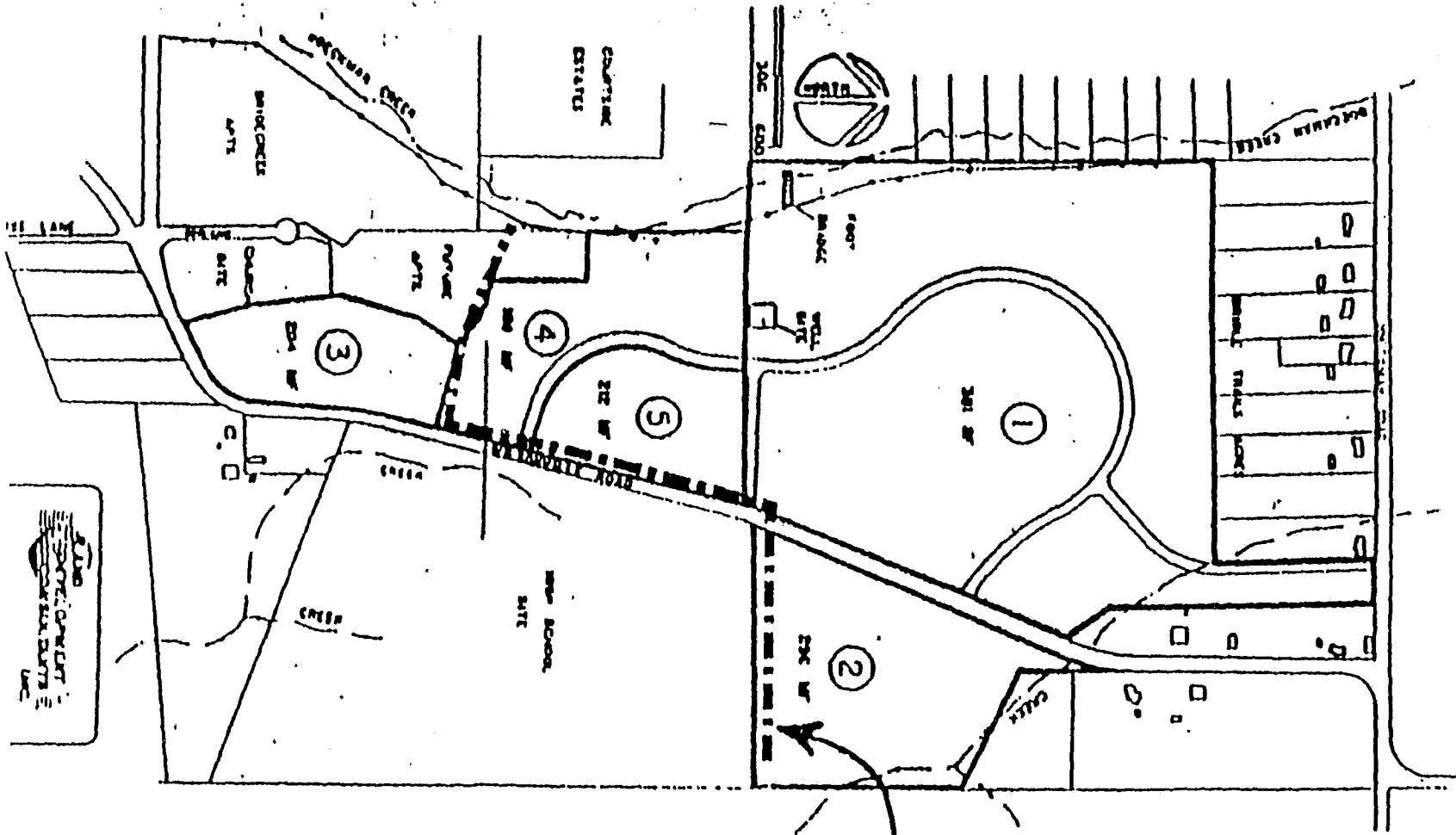
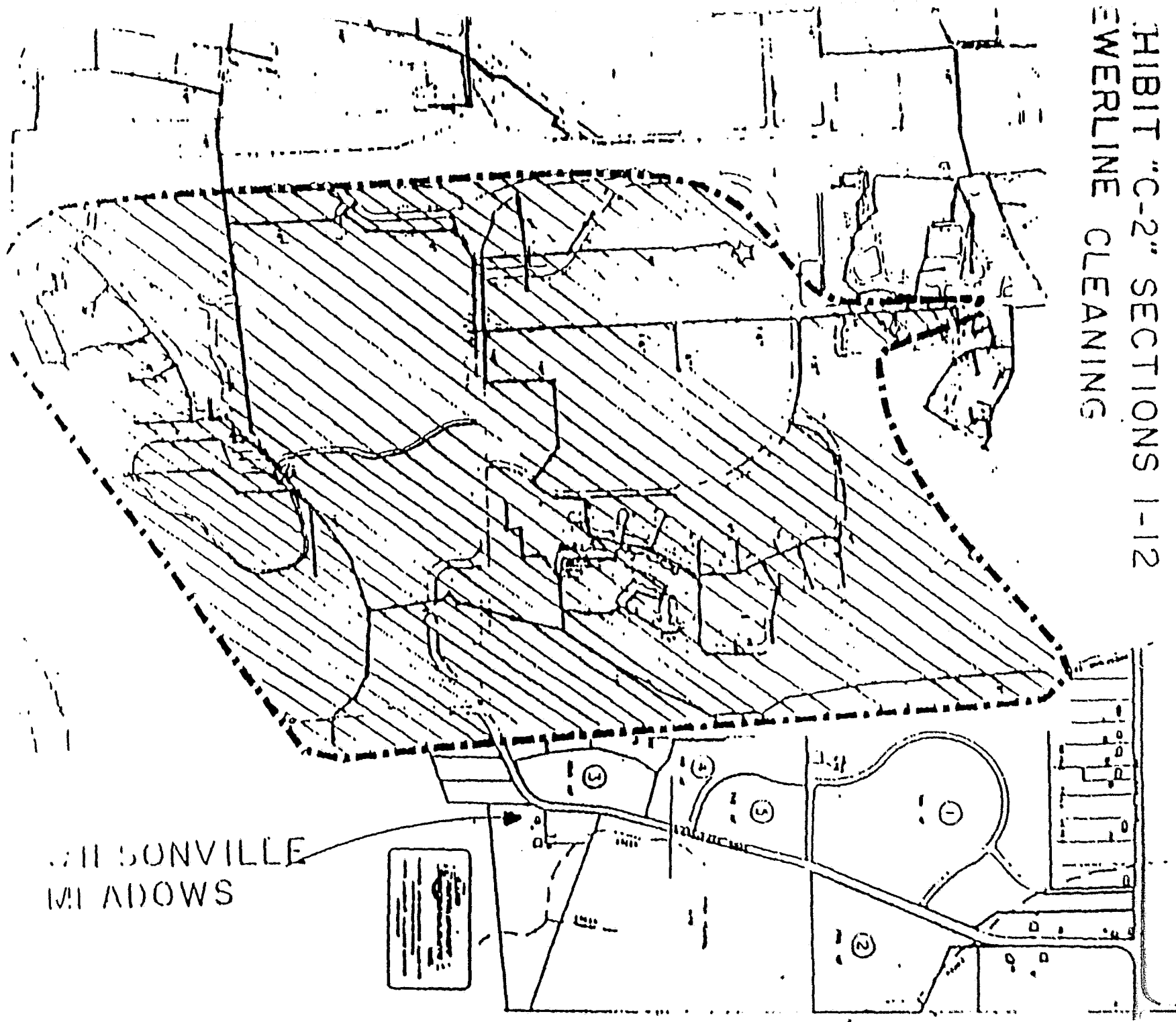


EXHIBIT "C-1"  
SEWER TRUNK LINE

APPROVED BY  
DATE

EXHIBIT "C-2" SECTIONS 1-12  
EVERLINE CLEANING



WILSONVILLE  
MEADOWS

[Illegible legend text]

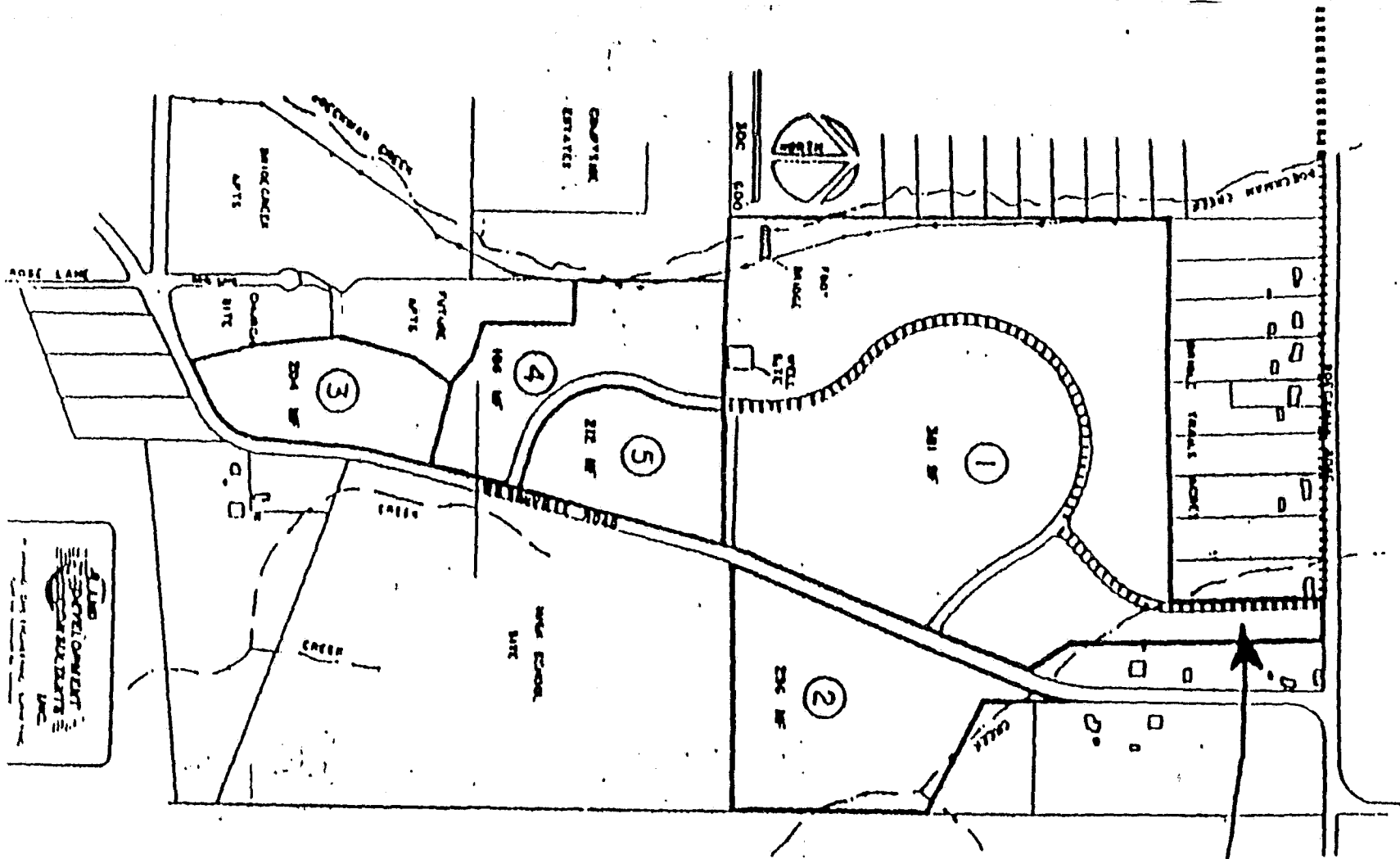


EXHIBIT "D-1"  
 WATERLINE IMPROVEMENTS

LEGEND:

----- PROPOSED 12" WATERLINE

**PLUMBING**

TYPE OF FIXTURE AND/OR APPURTENANCES	FEE	NO.	TOTAL
Clothes Washer	\$ 7.50		
Dishwasher	\$ 7.50		
Drinking Fountain	\$ 7.50		
Floor Drain	\$ 7.50		
Garbage Disposal	\$ 7.50		
Laundry Tub	\$ 7.50		
Levatory (Wash Basin)	\$ 7.50		
Shower Separate from Tub	\$ 7.50		
Sink	\$ 7.50		
Tub (or Tub & Shower Combination)	\$ 7.50		
Urinal	\$ 7.50		
Water Closet	\$ 7.50		
Water Heater	\$ 7.50		
Other	\$ 7.50		
Sanitary Sewer - 1st 100 ft./fraction thereof	\$30.00		
- each additional 100 ft./portion	\$15.00		
Water Service - 1st 100 ft./fraction thereof	\$20.00		
- each additional 200 ft./portion	\$15.00		
Storm and Rain Drain - 1st 100 ft./fraction thereof	\$30.00		
- each additional 200 ft./portion	\$15.00		
Sewage Ejector Pump or Sump Pump	\$ 7.50		
Special Waste Connection	\$ 7.50		
Mobile Home Space	\$25.00		
Mobile Home Utility Lines in a park or on private property	\$15.00		
Backflow Prevention Device	\$ 7.50		
Any Trap or Waste Not Connected to Fixture	\$ 7.50		
Any other plumbing installation, not listed having a sanitary waste or potable supply	\$ 7.50		

District (Minimum: \$25/new; \$15/repair) \$ \_\_\_\_\_  
 in Check Fee (25% of subtotal) \$ \_\_\_\_\_  
 Statutory Surcharge \$ \_\_\_\_\_  
 Total Amount Due \$ \_\_\_\_\_

**MECHANICAL**

TYPE OF EQUIPMENT	FEE	NO.	TOTAL
Issuance of Permit	\$10.00	1	\$10.00
Furnace 100,000 BTU and Under	\$ 8.00		
Furnace Over 100,000 BTU	\$ 7.50		
Suspended, Recessed and Floor	\$ 8.00		
Repair - Heating and Cooling	\$ 8.00		
Boiler or Compressor	\$ 8.00		
Air Handling 10,000 CFM	\$ 4.50		
Air Handling Over 10,000 CFM	\$ 7.50		
Each Ventilation Fan and Duct	\$ 3.00		
Each Range Hood	\$ 4.50		
Gas Test: One to Four Outlets	\$ 2.00		
Each Additional Outlet	\$ .50		
Pre-Fab Fireplace	\$ 4.50		
Wood Stove	\$ 4.50		
Any Appliance or Equipment not listed in Table 3-A of M.S.C.	\$ 4.50		
	\$		
	\$		
	\$		
	\$		
	\$		

Subtotal (Minimum \$10.00) \$ \_\_\_\_\_  
 Plan Check Fee (20% of subtotal) \$ \_\_\_\_\_  
 Statutory Surcharge \$ \_\_\_\_\_  
 Total Amount Due \$ \_\_\_\_\_

**SYSTEMS DEVELOPMENT FEE** - \$500.00 per dwelling unit  
 Nonresidential-\$500.00 per \$50,000 or portion thereof

#du's or valuation \_\_\_\_\_ X \$500.00 = \$ \_\_\_\_\_ Systems Fee

**SEWER**

FEU

- |                                 |                             |
|---------------------------------|-----------------------------|
| 6 • 1 Water Closet (toilet)     | 2 = 1 bathtub or shower     |
| 5 • 1 Urinal                    | 1 = 1 drinking fountain     |
| 2 • 1 lav, sink or laundry tray | 4 = 1 garbage grinder       |
| 1 • 1 floor drain-2" max outlet | 2 = 1 comm washer/0-5 lb.   |
| 6 • 1 floor drain-3" max outlet | 4 = 1 comm washer/5-10 lb.  |
| 8 • 1 floor drain-4" max outlet | 6 = 1 comm washer/10-15 lb. |
| 1 • 1 dishwasher-2" max outlet  | 7 = 1 comm washer/15-20 lb. |
| 3 • 1 dishwasher-3" max outlet  | 8 = 1 comm washer/20-25 lb. |
| 12 • 1 dishwasher-4" max outlet | 9 = 1 comm washer/25-35 lb. |

**WATER**

Tap Provided by Customer

3/4" \$ 430.00  
 1" 490.00  
 1 1/2" 600.00

Tap Provided by City

See Resolution #203.

Meter Size Required	No. Needed	With Tap	With -out Tap	Vault per or 60	Meter + Tap + Vault + Install. + 8 Coes
1/8" - 3/4"					
1"					
1 1/2"					
2"					
3"					
4"					
6"					
8"					
10"					

TOTAL COST OF WATER CONNECTIONS \$ \_\_\_\_\_

**SIDEWALK/APPROACH**

\$ \_\_\_\_\_ Sidewalk/Approach      \$ \_\_\_\_\_ Sidewalk Only  
 \$ \_\_\_\_\_ Approach Only            \$ \_\_\_\_\_ Other

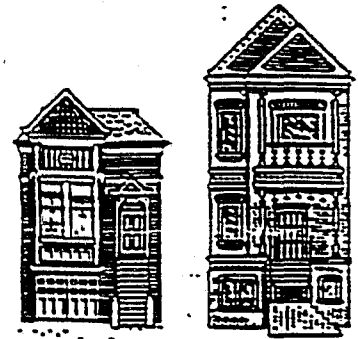
**PARKS FEE**

# dwelling units @ \$250.00 = \$ \_\_\_\_\_  
 or  
 \$ \_\_\_\_\_ valuation x .003 = \$ \_\_\_\_\_

\_\_\_\_\_ du x \$1,250.00 = \$ \_\_\_\_\_  
 \_\_\_\_\_ fixtures @ \$16 = \_\_\_\_\_ du x \$1,250 = \$ \_\_\_\_\_  
 \$ \_\_\_\_\_ = permit fee  
 -Single Family \$ 37.00  
 -Multi Family \$ 6.32/du - \$73.00 minimum  
 -Commercial \$ 81.00  
 -Industrial \$ 123.00



**CITY OF WILSONVILLE BUILDING PERMIT APPLICATION**



BUILDING ADDRESS \_\_\_\_\_  
 LEGAL LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ SUBDIVISION \_\_\_\_\_  
 AREA OF LOT \_\_\_\_\_ NUMBER OF BUILDINGS ON LOT \_\_\_\_\_  
 TYPE OF EXISTING BUILDING(S) \_\_\_\_\_  
 OWNER \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 PLANS BY \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_ PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 CITY BUSINESS LICENSE # \_\_\_\_\_ BUILDERS BOARD # \_\_\_\_\_

SINGLE FAMILY \_\_\_\_\_ NEW CONSTRUCTION \_\_\_\_\_  
 MULTI FAMILY \_\_\_\_\_ ADDITION \_\_\_\_\_  
 COMMERCIAL \_\_\_\_\_ ALTERATION/REPAIR \_\_\_\_\_  
 INDUSTRIAL \_\_\_\_\_ DEMOLITION \_\_\_\_\_

SQUARE FOOTAGE:  
 HOUSE \_\_\_\_\_ NUMBER OF STORIES \_\_\_\_\_  
 GARAGE \_\_\_\_\_ NUMBER OF BEDROOMS \_\_\_\_\_  
 OTHER \_\_\_\_\_ NUMBER OF BATHROOMS \_\_\_\_\_  
 OCCUPANCY GROUP \_\_\_\_\_ TYPE OF CONSTRUCTION \_\_\_\_\_  
 PHONE \_\_\_\_\_ NUMBER DWELLING UNITS \_\_\_\_\_  
 SPRINKLER SYSTEM \_\_\_\_\_ VALUATION \_\_\_\_\_

INFORMATION/COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR BUILDING OFFICE USE ONLY**

VALUATION:  
 \_\_\_\_\_ SQ FT X \$ \_\_\_\_\_ = \_\_\_\_\_  
 \_\_\_\_\_ SQ FT X \$ \_\_\_\_\_ = \_\_\_\_\_  
 \_\_\_\_\_ SQ FT X \$ \_\_\_\_\_ = \_\_\_\_\_  
 \_\_\_\_\_ SQ FT X \$ \_\_\_\_\_ = \_\_\_\_\_

BUILDING PERMIT \_\_\_\_\_  
 STATE SURCHARGE \_\_\_\_\_  
 PLAN CHECK FEE \_\_\_\_\_  
 APPROACH/SIDEWALK \_\_\_\_\_  
 SEWER CONNECTION \_\_\_\_\_  
 SEWER PERMIT \_\_\_\_\_  
 SEWER SURCHARGE \_\_\_\_\_  
 WATER SERVICE \_\_\_\_\_  
 SYSTEMS DEVELOPMENT \_\_\_\_\_  
 PARKS DEVELOPMENT \_\_\_\_\_  
 FIRE/LIFE PLAN CHECK \_\_\_\_\_  
 DESIGN REVIEW FEE \_\_\_\_\_  
 OTHER \_\_\_\_\_  
 OTHER \_\_\_\_\_  
 SUBTOTAL \_\_\_\_\_  
 LESS PAID \_\_\_\_\_  
 TOTAL DUE \_\_\_\_\_