

RESOLUTION NO. 2480

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING ADDENDUM NO. 4 TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WILSONVILLE, THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, VILLEBOIS LLC, AND STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES RELATING TO THE ADDITION OF POLYGON NORTHWEST COMPANY, L.L.C. AS A PARTY TO THE DEVELOPMENT AGREEMENT AND AUTHORIZING CERTAIN CHANGES RELATING TO DEVELOPMENT OF PROPERTY KNOWN AS VILLEBOIS CALAIS, LOCATED WITHIN THE VILLEBOIS VILLAGE DEVELOPMENT

WHEREAS, in 2004, the City of Wilsonville ("City") and the Urban Renewal Agency of the City of Wilsonville ("URA") entered into a Development Agreement with Villebois LLC and the State of Oregon for the residential development of certain real property in the community known as Villebois Village, pursuant to the Villebois Village Master Plan; and

WHEREAS, the Development Agreement has been amended by Addendums 1, 2, and 3; and

WHEREAS, the State of Oregon is no longer a party to that Development Agreement but Polygon at Villebois LLC was added as a party pursuant to Addendum No. 2, Villebois at Village Center, LLC was added as a party pursuant to Addendum No. 3, and by Addendum No. 4, Polygon Northwest Company, L.L.C. ("Polygon NW") will be added as a party to the Development Agreement; and

WHEREAS, Polygon NW has entered into a purchase and sale agreement to purchase a portion of the property affected by and included in the Villebois Development Agreement, which is currently owned by Villebois, LLC and Charles & Carolyn Taber, and desires to develop the property as Villebois SAP-North PDP-3 ("Villebois Calais"); and

WHEREAS, the City, the URA, and Polygon NW wish to clarify certain respective obligations under the Villebois Development Agreement that pertain to the Villebois Calais property if Polygon NW acquires the Villebois Calais property and Polygon NW receives its requested approvals for the development of Villebois Calais, as generally shown on the Site Plan, Exhibit 2 to the below-referenced Addendum No. 4. The Site Plan contemplates 84 lots being developed on the Villebois Calais property; and

WHEREAS, the parties to the Development Agreement and Polygon NW now wish to enter into Addendum No. 4, a copy of which is marked **Exhibit A**, attached hereto, and

incorporated by reference as if fully set forth herein, which establishes the roles and responsibilities among the City, the URA, and Polygon NW for the development of certain infrastructure facilities.

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

1. The above recitals are incorporated herein.
2. City Council hereby authorizes the City Manager to enter into Addendum No. 4 to the Development Agreement, in substantially the form of **Exhibit A**, attached hereto and incorporated by reference herein, with final approval as to form by the City Attorney.
2. This Resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 16th day of June, 2014, 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
Council President Starr	Yes
Councilor Goddard	Yes
Councilor Fitzgerald	Yes
Councilor Stevens	Yes

Attachments: Exhibit A: Addendum No. 4 to the Villebois Development Agreement

**ADDENDUM NO. 4
TO THE DEVELOPMENT AGREEMENT OF MAY 24, 2004
BY AND BETWEEN THE CITY OF WILSONVILLE (CITY) AND
THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE (URA)
AND VILLEBOIS LLC (DEVELOPER)
AND STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES**

THIS ADDENDUM NO. 4 (“Addendum 4”) to the above captioned Development Agreement (hereinafter referred to as the “Villebois Development Agreement”) is entered into this ___ day of June, 2014, by and between the City of Wilsonville (“City”), a municipal corporation of the State of Oregon, the Urban Renewal Agency of the City of Wilsonville (“URA”), a municipal corporation of the State of Oregon, and Polygon Northwest Company, L.L.C., a Washington limited liability company (“Polygon”). This Addendum 4 only applies to the City, the URA, and Polygon, and does not apply to the other parties to the Villebois Development Agreement.

RECITALS:

1. 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, supported by \$140 million in infrastructure. In approximately May 2004, for the purposes of developing home sites within the Villebois Master Plan area, Villebois LLC acquired certain land interests in approximately 198 acres of land west of 110th Street and entered into the 2004 Development Agreement set forth in the title above (known as the “Villebois Development Agreement”).

2. Polygon has entered into purchase and sale agreements to purchase a portion of the property affected by and included in the Villebois Development Agreement, which is currently owned by Villebois, LLC and Charles & Carolyn Taber, and develop the property as Villebois SAP-North PDP-3 (“Villebois Calais”). The Villebois Calais property is described on the attached **Exhibit 1**. The City, the URA, and Polygon wish to clarify certain respective obligations under the Villebois Development Agreement that pertain to the Villebois Calais property if Polygon acquires the Villebois Calais property and Polygon receives its requested approvals for the development of SAP-North, PDP-3 (“PDP-3N”) as shown on the attached **Exhibit 2** (the “Site Plan”). The Site Plan contemplates 84 lots being developed on the Villebois Calais property.

3. Terms not specifically defined herein shall be as defined in the Villebois Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City, the URA, and Polygon agree as follows:

TERMS AND CONDITIONS:

1. **Condition Precedent**

Polygon hopes to acquire the Villebois Calais property much earlier than December 31, 2015. However, as a condition precedent to the implementation of this Addendum 4, Polygon must purchase the Villebois Calais property (except for any such land dedicated to or purchased by the City from Villebois Calais) on or before December 31, 2015. In the event Polygon does not purchase the Villebois Calais property by December 31, 2015, this Addendum 4 shall become null and void unless the parties otherwise mutually agree, in writing.

2. **Supplemental I-5/Wilsonville Street Fee**

Polygon, as the developer of Villebois SAP-North PDP-3, shall pay a supplemental I-5/Wilsonville Road street SDC of \$690 per Dwelling Unit (“DU”) at issuance of the building permit for each lot within PDP-3N. This supplemental street SDC is separate and apart from the basic street SDC and is not intended by the parties hereto to be a part of any street SDC credit or street SDC credit calculation that is set forth in this Addendum 4. The estimated supplemental street SDC to be paid by Polygon for the currently proposed 84 lots at \$690/DU is a total of \$57,960.

3. **Tooze/Boeckman Road**

3.1 Street Improvements. The Villebois Development Agreement provides that the City will construct Tooze/Boeckman Road from 110th Avenue to Grahams Ferry Road, with private developers responsible for constructing half-street improvements adjacent to their property. The City has identified this work as CIP Project No. 4146 and the project is currently under design; the City further agrees to acquire the necessary right-of-way needed for the Tooze/Boeckman Road improvements from the adjacent landowners. Polygon hereby agrees to dedicate to the City the additional 17.5 feet of right-of-way from Villebois Calais adjacent to Tooze/Boeckman Road, plus any additional construction easement that may be necessary to complete the roadway improvements, which easement will be 15 feet from the proposed ultimate right-of-way line.

However, rather than have the developers construct the half-street improvements adjacent to their property, for both ease of construction and cost savings, the City hereby agrees to construct the entire width of Tooze/Boeckman Road from the existing improved section to the east through the intersection with Grahams Ferry Road, subject to reimbursement of those expenses for the half-street improvements that are the responsibility of the developer. These half-street improvements are described as the south 24 feet of street improvements adjacent to the Villebois Calais project and accompanying pro rata share of storm improvements, signage & striping, street lighting, curb & gutter, and irrigation & landscaping up to the edge of sidewalk. Polygon hereby agrees to construct the sidewalk on the south side of Tooze/Boeckman Road and the landscaping and irrigation south of the sidewalk with the Villebois Calais project at its cost. The roadway will be constructed with the cross-section as indicated in **Exhibit 3**, attached hereto

and incorporated by reference herein. For the street improvements, Polygon will be responsible for the costs for a typical, residential structural section. Upgrades to this structural section, and accompanying costs, to accommodate the expected traffic volume and loads for a minor arterial will be the responsibility of the City. The City hereby agrees to provide vaults and conduits at its cost and cause to have all overhead franchise utilities located underground.

The parties estimate the length of the segment fronting Villebois Calais to be 570 feet and that the estimated cost to construct Polygon's portion of the roadway, including soft costs and contingency, is estimated to be \$337,299 (**Exhibit 4**).

3.2 Storm Improvements. With Polygon likely to proceed with construction of the Villebois Calais project prior to the City constructing the Tooze/Boeckman Road project, and existing storm lines in Tooze Road being undersized for the additional runoff volumes from Villebois Calais, Polygon will service Villebois Calais with storm facilities connecting the project to Villebois SAP-North PDP-2 (Tonquin Woods 4), with the ultimate release point being part of the Villebois SAP-East PDP-3 development (Tonquin Meadows) planned for construction in 2014. Polygon or one of its affiliated limited liability companies currently are the planned developer for Tonquin Woods 4 and Tonquin Meadows and should allow for ease of construction coordination in this regard.

Adjacent to Villebois Calais, the City will construct the storm improvements with the Tooze/Boeckman Road project, and Polygon will be responsible for its share of the storm cost based on its responsibility for the street costs (24 feet of 52 feet). This cost is included in **Exhibit 4**, attached hereto and incorporated by reference herein.

With the Tooze Road improvements, the City plans to increase the capacity of the storm system in Tooze Road to accommodate for the anticipated contributions from future development of Tax Lots 31W15 01203, 31W15 01100, and 31W15 01101. The City is responsible for 100% of the cost of these storm facility improvements, except any upsizing cost that is specifically required to handle the storm runoff from Polygon's Tooze/Boeckman Road responsibilities outlined in this agreement. If storm runoff from Polygon's Tooze/Boeckman Road responsibilities can be accommodated in the pipe sizing required for the City's obligations, or Polygon is able to drain its property without any need to tie into the Tooze Road storm pipe, then Polygon shall be relieved of this reimbursement responsibility.

3.3 Water and Sanitary Sewer Improvements. All costs for water and sanitary sewer improvements undertaken with the Tooze/Boeckman Road project will be the responsibility of the City.

3.4 Landscape Improvements. Polygon hereby agrees to have its Villebois Calais landscape designer work with the City's Tooze/Boeckman Road landscape designer to develop a uniform landscape design for the north and south landscaped areas along Tooze/Boeckman Road.

4. **Grahams Ferry Road**

For both ease of construction and cost savings, rather than have the City construct the west 28 feet of half-street improvements, Polygon, as the developer of Villebois Calais, hereby agrees to construct Grahams Ferry Road from the south leg of the Tooze/Grahams Ferry Road intersection southward to the southern extent of the Villebois Calais project, as indicated in **Exhibit 5**, attached hereto and incorporated by reference herein. Polygon hereby agrees to dedicate to the City the additional 7.5 feet of right-of-way from Villebois Calais adjacent to Grahams Ferry Road and provide a public sidewalk and access easement over those portions of the 10-foot sidewalk that lie outside the public right of way. Polygon will receive reimbursements or credits against street SDC fees for those construction and soft cost expenses incurred beyond its obligations, as follows. The City hereby agrees to obtain construction easements, if needed, from the adjacent properties on the west side of Grahams Ferry Road. Polygon hereby agrees to provide vaults and conduits and cause to have all overhead franchise utilities located underground, at its cost. Service conduit to properties on the west side of Grahams Ferry Road shall be placed under the roadway with transition poles located on the west side; the City shall pay for the cost of conduit and transition poles. The parties estimate the length of this segment to be 960 feet and that the estimated cost to construct, with utilities, is \$415,625, together with soft costs estimated at 24% of the construction cost, or \$99,750, which totals \$515,375 (**Exhibit 6**, attached hereto and incorporated by reference herein). Polygon estimates the costs subject to street SDC reimbursement from the City to be \$174,164, inclusive of soft costs, and estimates the costs subject to street SDC credit to be \$40,658, inclusive of soft costs. The breakdown of soft costs is set forth in Section 12.1; the breakdown between street SDC reimbursement and street SDC credit is provided in the following subsections 4.1 and 4.2.

4.1 Tooze Road/Grahams Ferry Road Intersection to Oslo Street. From the south leg of the Tooze/Grahams Ferry Road intersection to the north edge of the intersection with Oslo Street, the roadway will be constructed with the cross-section as indicated in **Exhibit 5**. The costs to design and construct the east 24 feet of street improvements adjacent to the Villebois Calais project, and accompanying pro rata share of storm improvements, signage & striping, street lighting, curb & gutter, sidewalk, and irrigation & landscaping up to the back of the lots will be the obligation and responsibility of Polygon. For the street improvements, Polygon will be responsible for a typical residential structural section. Upgrades to this structural section, and accompanying costs, to accommodate the expected traffic volume and loads for a minor arterial will be the responsibility of the City, with Polygon receiving credits against street SDC fees. Additionally, Polygon will receive street SDC credit from the City for one half (five feet) of the 10-foot wide sidewalk along the east side of the street improvements.

The costs to design and construct the west 28 feet of street improvements are the responsibility of the City and are subject to reimbursement from the City to Polygon. These street improvements are described as the west 28 feet of street improvements and accompanying pro rata share of storm improvements, signage & striping, street lighting, and curb & gutter.

4.2 Oslo Street to South Property Line of Villebois Calais. The initial approximately 350 feet of this roadway from the north side of Oslo Street to the south property

boundary between Villebois Calais and the SAP-North PDP-2 development (Tonquin Woods 4), the present boundary Tax Lots 31W15 01591 and 31W15 02915, will be built as part of the Villebois Calais project, with the cross-section as indicated in **Exhibit 5**. The costs to design and construct the east 24 feet of street improvements, adjacent to the Villebois Calais project and Tax Lot 31W15 01591, and accompanying pro rata share of storm improvements, signage & striping, street lighting, curb & gutter, sidewalk, and irrigation & landscaping up to the edge of right-of-way will be the obligation and responsibility of Polygon. For the street improvements, Polygon will be responsible for a typical residential structural section. Upgrades to this structural section, and accompanying costs, to accommodate the expected traffic volume and loads for a minor arterial will be the responsibility of the City, with Polygon receiving credits against street SDC fees. Additionally, Polygon will receive street SDC credit from the City for one half (five feet) of the 10-foot wide sidewalk along the east side of the street improvements.

The costs to design and construct the west 10 feet of street improvements, plus gravel shoulder, swale, and adjustments to existing adjacent driveways, are the responsibility of the City and are subject to reimbursement from the City to Polygon. These street improvements are described as the west 10 feet of street improvements and accompanying pro rata share of storm improvements, signage & striping, and street lighting.

It is agreed and understood that the section of Grahams Ferry Road adjacent to the Villebois Tonquin Woods 4 project (Tax Lot 31W15 02915) to the improved section of Grahams Ferry Road, completed with the Villebois SAP-North PDP-1 development (Tonquin Woods 3), is intended to be constructed concurrently by Polygon with the above described improvements to Grahams Ferry Road. Details of this work, responsibilities, and credits or reimbursements will be included in Addendum 5 to the Villebois Development Agreement, addressing work done with the Villebois SAP-North PDP-2 and SAP-Central PDP-4 developments.

4.3 Tax Lot 1591. The City and the URA are in the process of determining ownership in order for the City to purchase and acquire Tax Lot 31W15 01591 prior to roadway construction work occurring on this parcel and provide the required right-of-way and easements as needed to complete the work. However, if acquisition cannot be acquired in a timely manner, the City or the URA will seek the right of possession under its respective eminent domain authority in order to meet Polygon's construction schedule.

5. Intersection of Tooze Road/Boeckman Road and Grahams Ferry Road

The City hereby agrees to design and construct a signalized intersection at Tooze/Boeckman Road and Grahams Ferry Road as warranted by traffic demand. It is estimated that signalization of the intersection will be warranted at the time of constructing the City's Tooze/Boeckman Road improvements and, if so, the signalization shall be constructed at that time. The City will be responsible for the costs of this work outside of the street improvements outlined in Sections 3 and 4 above, except for those which remain Polygon's responsibility. The City will be responsible for acquiring the necessary right-of-way and easements from property owners at the northeast, northwest, and southwest corners of the intersection. To accommodate the proposed signal pole location at the southeast corner of the intersection, Polygon hereby agrees to dedicate

to the City the necessary additional right-of-way from Villebois Calais. Necessary right-of-way will be a diagonal from the tangent radius points of the two intersecting right-of-way lines, plus any additional construction easement that may be necessary to complete the intersection improvements.

6. Paris Avenue/Ravenna Loop

The City hereby agrees to provide the required right-of-way and easements as needed for construction of Paris Avenue as indicated in **Exhibit 7**, attached hereto and incorporated by reference herein. Polygon hereby agrees to provide the legal descriptions for the required right-of-way and easements and design and construct Paris Avenue, as indicated in **Exhibit 7**, at its cost. The City will provide the deed and easements within 7 days of receiving the legal descriptions.

7. Berlin Avenue Sanitary Sewer

To provide sanitary sewer service to the Villebois Calais project, Polygon proposes to install an 8-inch sewer main line from the existing public sewer installed with Villebois SAP-North PDP-2 (Tonquin Meadows 4) to the Villebois Calais project, as indicated in **Exhibit 8**, attached hereto and incorporated by reference herein. The City also desires to provide sanitary sewer service to Tax Lots 31W15 01100 and 31W15 01101, currently owned by the City. Polygon's engineer has indicated this can be accomplished by installing a deeper main line over a section of its sewer work from SSMH B2.1 to SSMH B6.1. At a minimum, this would require deepening the sewer line at SSMH B6.1 by 6.69 feet. The estimated costs for the shallower and deeper sewer lines are provided in **Exhibit 9**, attached hereto and incorporated by reference herein. Polygon shall be eligible for the estimated Sanitary SDC credits of approximately \$15,176, inclusive of soft costs as indicated in **Exhibit 9**, for the difference in costs between the deeper and shallower sewer lines.

However, in the event Polygon chooses to advance installation of the aforementioned 8" sewer line with the Tonkin Meadows 6 and 7 phases of Villebois SAP-North, PDP-2, Polygon may elect to apply the SDC credits to the Tonkin Meadows 6 and 7 phases in lieu of the Calais development.

Villebois Calais will still be responsible for its share of the Coffee Lake Drive Sanitary Sewer Reimbursement District allocation (\$28,001.86 for the three properties that Calais covers at the time Resolution No. 2350 was adopted, subject to annual adjustment) for the City's construction of the 15-inch sewer main in Coffee Lake Drive.

8. Parks and Open Spaces

There are no Villebois Master Plan parks planned for this site. However, there is an open space area and certain linear green and landscaped areas Polygon has proposed for its site development plan. To the extent approved, Polygon shall be responsible for their design, construction, and

maintenance, at its cost. Since there is no Park SDC credit, the City Park SDC's shall be paid by Polygon at the time of building permit in the normal course in this regard.

9. Master Plan Fee

The Villebois Development Agreement for SAP-North provides that the developer will pay a master planning fee of \$900 per lot, with \$690 of that fee being paid to the master planner, Costa Pacific Communities, and \$210 of that fee being paid to the City, subject to an annual increase per the Seattle Engineering Record's published construction cost index. Polygon is subject to paying the master planner's fee, which is currently, for fiscal year 2013-14, a total of \$1,071, with \$821 to Costa Pacific Communities and \$250 to the City. The total current estimate for 84 lots is \$89,964.

10. SDC Credit and Reimbursement Calculations

10.1 Included Costs. The standards for calculating the costs of constructing infrastructure, including both soft and hard construction costs, are standards known to the City and Polygon, and have been used for the calculations herein, against which SDC credits are calculated or reimbursement provided. Soft costs incurred in connection with the improvements described in this Addendum 4 are included in SDC credits. Polygon shall be treated equitably and consistently with the other developers receiving SDC credits in Villebois, and such soft costs for the purposes of SDC credits shall be calculated as a percentage of construction costs as follows: Design, Engineering, and Surveying, 10%; City Permit Fee, 7%; Geotechnical Inspection, 2%; and Construction Management, 5%; for a total of 24% of construction costs. The Villebois Development Agreement addresses the respective SDC and SDC credit calculations and is to be followed, except as may otherwise be specifically set forth in this Addendum 4. All SDC credits shall be credited to Polygon before Polygon must pay any system development charges for the Villebois Calais project lots. That is, upon completing an infrastructure project and becoming entitled to the applicable SDC credits as provided in this Addendum 4, Polygon may apply, in whole or in part, such applicable SDC credits against the SDC otherwise owed, until such credits may become exhausted, before Polygon is obligated to pay any remaining applicable SDC that may be owed.

10.2 SDC Reimbursements. For the additional work in constructing the western portion of Grahams Ferry Road, as described in Section 4, over and beyond City development requirements for the Villebois Calais project, the City hereby agrees to reimburse Polygon for its costs incurred. Reimbursement costs subject to the Excluded Costs, Final Estimates, and True Up are outlined in the following subsections 10.3 and 10.4.

10.3 Excluded Costs. The parties to this Addendum 4 agree that the various infrastructure costs and SDC credit calculations shall not include the cost of any property or any easement, right of entry, or license for any property necessary to be dedicated, or otherwise transferred by any of the respective parties to this Addendum 4, to the City for the infrastructure improvements, including parks, provided for in this Addendum 4 and which shall be provided to

the City without cost to the City. Polygon will not be required to pay for any rights of entry, easements, or dedications from other property owners.

10.4 Final Estimates and True Up. In order to secure a public works permit for the infrastructure provided for herein, plans for the construction of the infrastructure, including parks, must be provided to and approved by the City. In constructing the infrastructure, the approved plans must be followed and, to ensure the cost for providing the infrastructure is reasonable, and thus any credit entitlement is reasonable, Polygon shall provide the construction contract costs for Villebois Calais to the City as the final estimate for the City's review and approval, which approval shall not be unreasonably withheld. Additionally, the City shall provide its construction contract costs for the Tooze/Boeckman Road project to Polygon as the final estimate for Polygon's review and approval, which approval shall not be unreasonably withheld. The final cost, SDC credits, and reimbursements shall be based on actual costs tried up from the construction contract costs; provided, however, that for any such true-up change cost, the parties must mutually agree they are reasonable.

Final construction contract costs, inclusive of all true-up for contract changes, shall be presented to the reimbursing party within 90 days of acceptance of the improvement by the City. The reimbursing party shall pay the reimbursement within 30 days of receiving the final construction costs request for reimbursement, provided there is mutual agreement on any true-up charges. If there is a disagreement on any or all of the true-up charges, that true-up sum(s) may be withheld until such time as any such disagreement is resolved, with that sum(s) being paid within 7 days of resolution.

10.5 Insurance and Bonds. Prior to commencement of construction of the infrastructure set forth in this Addendum 4, Polygon must provide to the City performance and payment bonds, satisfactory to the City, to provide for the respective infrastructure set forth in this Addendum 4. Polygon shall cause the City to be named as an additional insured on the applicable contractor's insurance policy for the construction of the respective infrastructure provided for in this Addendum 4, in amounts and coverage satisfactory to the City.

11. **Recitals Incorporated.** The recitals set forth above, inclusive of exhibits, are incorporated by reference as general terms of this agreement to provide for the intent of the parties in developing and constructing the specific provisions of the Terms and Conditions of this Addendum 4 agreement.

12. **Miscellaneous.** This Addendum 4 amends the Villebois Development Agreement as specifically set forth herein. Except as set forth in this Addendum 4, the Villebois Development Agreement, as previously amended, remains in full force and effect as to the parties to the Villebois Development Agreement.

13. **Assignment.** Polygon shall have the right to assign, without release, this Addendum 4 to an affiliate of Polygon, including Polygon at Villebois, L.L.C. An affiliate of Polygon is defined as any entity that is managed or controlled by the same people who manage Polygon.

14. **SDC Adjustments.** All references to SDC's in this Addendum 4 are references to system development charges established for the 2013-2014 fiscal year. Those charges are subject to adjustment on an annual basis proportionate to the changes in the Seattle Engineering Record's published construction cost index.

15. **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: City of Wilsonville
Attn: Michael E. Kohlhoff, City Attorney
29799 SW Town Center Loop East
Wilsonville, OR 97070

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

with a copy to: Radler White Parks & Alexander LLP
Attn: Barbara Radler
111 SW Columbia Street, Suite 1100
Portland, OR 97201

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

POLYGON NORTHWEST COMPANY, L.L.C.

CITY OF WILSONVILLE

By: Brentview, Inc., its Manager

By: _____
Print Name: _____
As Its: _____

By: _____
Bryan Cosgrove
As Its: City Manager

THE URBAN RENEWAL AGENCY OF THE
CITY OF WILSONVILLE

By: _____
Bryan Cosgrove
As Its: Executive Director

APPROVED AS TO FORM:

Michael E. Kohlhoff, OSB #690940
City Attorney

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