CITY OF KEIZER MISSION STATEMENT

KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT AND LEAST COST FASHION

AGENDA

URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Wednesday, November 5, 2003
1:30 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC TESTIMONY**

   This time is provided for citizens to address the Urban Renewal Agency on any matter not scheduled for public hearing.

4. **PUBLIC HEARING**

5. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION** – Authorizing Mayor to Enter Development Disposition Agreement with Northwest National LLC

6. **CONSENT CALENDAR**

7. **OTHER BUSINESS**

   This time is provided to allow Urban Renewal Agency members the opportunity to bring matters before the Agency that are not on tonight's agenda.

8 **AGENDA INPUT**

9. **ADJOURN**

Upon request, auxiliary aids and/or special services will be provided to participants with disabilities. To request services, please contact us at (503) 390-3700 at least two working days (48 hours) in advance.

URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

Resolution UR2003-_____

AUTHORIZING THE AGENCY CHAIR TO SIGN AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF THE KEIZER STATION PROJECT

WHEREAS, the Urban Renewal Agency (Agency) and Northwest National, LLC (Developer) entered into a Predevelopment Agreement on January 16, 2001 which has expired by its own terms;

WHEREAS, following adoption of the Keizer Station Plan by the City Council, Agency directed the Executive Director and Agency's attorney to begin negotiating an Agreement for Disposition and Development of the Keizer Station Project;

WHEREAS, the parties have met and discussed on numerous occasions the terms, conditions, obligations and duties as part of the Agreement for Disposition and Development of the Keizer Station;

WHEREAS, Agency has considered the agreement and wishes to move forward and enter into the agreement;

NOW, THEREFORE,

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///

///

Lien & Johnson
Attorneys at Law
4855 River Road N
Keizer, Oregon 97303
(503) 390-1635

BE IT RESOLVED by the Urban Renewal Agency of the City of Keizer that the Agency Chair is hereby authorized to sign the Agreement for Disposition and Development of the Keizer Station attached as Exhibit "A" and by this reference incorporated herein.

PASSED this __________ day of ________________, 2003.

SIGNED this __________ day of ________________, 2003.

____

Agency Chair

____

City Recorder

Lien & Johnson
Attorneys at Law
4855 River Road N
Keizer, Oregon 97303
(503) 390-1635

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF THE KEIZER STATION PROJECT

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AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF THE KEIZER STATION PROJECT

THIS AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF THE KEIZER STATION PROJECT is made as of ________________, 2003, between **THE URBAN RENEWAL AGENCY OF THE CITY OF KEIZER** (the "**Agency**") and **NORTHWEST NATIONAL, LLC**, an Oregon limited liability company (the "**Developer**") (the Agency and the Developer sometimes hereinafter collectively referred to as the "**Parties**").

RECITALS

A. In furtherance of the objectives of Oregon Revised Statutes, Chapter 457, the Agency has undertaken a program for the clearance and reconstruction of blighted areas in the City of Keizer. The Agency prepared and approved the North River Road Urban Renewal Plan for redevelopment of the North River Road Urban Renewal Area (the "**District**"). The Urban Renewal Plan was adopted on September 13, 1990, as amended from time to time and last amended on May 17, 1999 (which plan, as so amended and as it may hereafter be further amended from time to time pursuant to law, is hereinafter referred to as the "**Urban Renewal Plan**").

B. In order to enable the Agency to achieve the objectives of the Urban Renewal Plan, the Agency intends to make funds available for certain public improvements and to acquire and make certain land available for redevelopment by private enterprise in accordance with the uses specified in the Urban Renewal Plan.

C. The Agency selected Developer to redevelop portions of the District based on the Developer's willingness to acquire and redevelop its property in the area and its responsiveness to Agency goals. On January 16, 2001, the Agency and the Developer entered into a predevelopment agreement (the "**Predevelopment Agreement**") relating to the development of certain property more particularly described and shown on Attachment 1 hereto ("**Keizer Station**"). All of the parties' obligations under the Predevelopment Agreement have been fully satisfied and the parties acknowledge and agree that the agreement is no longer in effect.

D. On February 3, 2003, the City adopted the Keizer Station Plan, which is incorporated herein by reference (the "**Keizer Station Plan**").

E. The Developer continued to discuss redevelopment of Keizer Station with Agency through adoption of the Keizer Station Plan and made presentations to the Agency. The redevelopment proposed by the Developer is comprised of multiple buildings intended for hotel, sports, retail, office and industrial uses, all with surface parking. Upon completion of the presentations, the Agency tentatively accepted the Developer's proposal ("**Proposal**"). The Agency directed the Executive Director for the Agency (the "**Executive Director**") and the Agency attorney to begin negotiating this Agreement, as set forth in Resolution R2003-075.

F. The Proposal has been revised to expand the project to include a multi-purpose public pathway, four gathering plazas, and a public park.

G. The Agency is willing to acquire certain property for the purpose of constructing public improvements and for redevelopment generally in accordance with the Proposal. The Parties desire to make an integrated use of the project and to redevelop portions of Keizer Station as a first-class, high quality commercial center for both private and public uses.

H. Agency finds the undertaking and completion of the redevelopment of a portion of Keizer Station pursuant to this Agreement are in compliance with all applicable tribal, federal, state and local laws and furthers the purposes, goals and objectives of the Urban Renewal Plan. The Agency further finds that the redevelopment of Keizer Station and the fulfillment generally of this Agreement are in the best interests of the City and its residents.

I. The parties desire to proceed with this disposition and development agreement outlining the terms and conditions for the development of portions of Keizer Station.

AGREEMENT

Each of the Parties hereto, in consideration of the foregoing recitals which are incorporated herein by this reference, the promises and the agreements of the Parties set forth herein and other valuable consideration, the adequacy of which is hereby acknowledged, covenant and agree as follows:

Article 1 SUBJECT OF AGREEMENT

Section 101 Definitions.

"**Acquisition Budget**" shall have that meaning set forth in Section 303.

"**Acquisition Parcels**" shall mean those Project parcels that Developer is unable to acquire on or before the date set forth in Section 301 as well as those properties located in Area B which the Parties have mutually agreed are necessary for the public rights-of-way and utilities; provided, however, that with regard to the Area B Acquisition Parcels, Agency shall only be obligated to acquire those Parcels or portions thereof intended for such public uses and Developer shall not be obligated to pay Agency for the acquisition costs (including Condemnation Costs) of such Parcels or portions thereof; and, provided further that the cost of acquiring the Area B Acquisition Parcels shall be paid from Agency's total financial contribution amount of $4,500,000. The Area A - Village Center parcels anticipated to be Acquisition Parcels are listed on Attachment 4.

"**Agency**" shall mean the Urban Renewal Agency of the City of Keizer.

"**Anchor Tenant**" shall mean one of the two tenants of buildings or owners of properties identified in Elements 1 and 2 in the Scope of Development.

"**Area**" or "**Areas**" shall have that meaning set forth in the Keizer Station Plan.

"Attachment" shall mean each attachment, designated as such, to this Agreement.

"CEM" shall have the meaning set forth in Section 1301.

"City" shall mean the City of Keizer, Oregon, a municipal corporation and political subdivision of the State of Oregon.

"City Council" or **"Council"** shall be the council of the City of Keizer, Oregon.

"City Parcel" shall mean Tax Lot 06000 of Keizer Station Plan Area B, as shown on Attachment 2.

"Concept Design Plans" shall mean plans which illustrate the general number and location of buildings, improvements, and uses, and which illustrate the general design character of buildings sufficient to determine size and building style and utility and infrastructure needs.

"Condemnation Costs" shall have the meaning set forth in Section 304.B.

"Design Development Drawings" shall mean:

> Engineering and architectural site plans showing all structures in relation to projected final topography of the Project, all proposed connections to existing or proposed roads, utilities, open space and parking areas, depicting the number and types of spaces.
>
> Landscape plans showing the common and botanical name of plant species, the number and size of plantings and demonstrating the location and type of irrigation.
>
> Plans, elevations, typical cross-sections and typical wall sections of all building areas.
>
> Elevations of the buildings to determine the specific configuration and relationship of design elements of the building exterior, which describe the aesthetic and technical aspects of the building exterior, including materials.
>
> Plans, elevations, typical cross sections of all entrance canopies, interior public courts, specialty areas, and service area layouts.
>
> Proposed conceptual layouts for exterior signage and graphics.
>
> Preliminary outline specifications describing exterior construction materials and methods, including indications of colors, finishes, and patterns.
>
> An outline of amenities, including, but not limited to, public art, furniture, handrails, seating areas and food areas, if any.
>
> A description of servicing requirements, trash compactors and related areas, loading docks, etc.
>
> Calculation of gross building, parking and open space.

"Developer" shall mean Northwest National, LLC, an Oregon limited liability company.

"Developer Parcels" shall mean those parcels owned by Developer (either by deed or land sale contract), on or before the Final Developer Purchase Date, as defined in Section 301. The anticipated Developer Parcels are listed on Attachment 3.

"**Development Agreement**" shall mean an agreement pursuant to ORS 94.504 *et seq.* between Developer and City with respect to the Public Improvements, which shall be entered into by Developer and City if each concludes, in its sole discretion, that such agreement is advisable and feasible for the purpose of commencing the Public Improvements before the approvals for the Private Improvements are completed, provided, the subject of such agreement shall include a detailed site plan that depicts, to scale, certain features and characteristics of the Private Improvements, including building uses and locations, parking lot and landscaping improvements, and pedestrian circulation in reasonable detail. In the event the parties are unwilling or cannot enter into a Development Agreement within the timeframe specified in Section 311, then Developer shall provide the Agency with the Master Plan, as defined below, and all references within this Agreement to Development Agreement shall thereafter be construed to mean the Master Plan.

"**Development Code**" shall mean the Keizer Development Code.

"District" shall mean the North River Road Urban Renewal Area.

"Effective Date" shall mean the date first set forth above.

"**Executive Director**" shall mean the Executive Director of the Agency.

"**Final Termination Date**" shall have the meaning set forth in Section 1004B.

"**LID**" shall mean the local improvement district that Agency may request be formed by the City in accordance with the terms and conditions of this Agreement. The LID project shall consist of all of the Public Improvements.

"LID Cap" shall mean $18,300,000, the maximum total actual cost of the LID project, including the value of the land to be dedicated by Developer to City in accordance with Section 502; the total consists of the $13,800,000 LID assessment amount and the Agency's cash contribution of $4,500,000.

"**Master Plan**" shall mean the plan submitted by Developer and approved by the City and the Agency within the time prescribed under Section 311 and generally in accordance with this Agreement and the Keizer Station Plan.

"**Mortgagee**" shall mean any mortgagee under a mortgage and any trustee or beneficiary under a deed of trust, their successors and assigns .

"**Owner**" shall have the meaning set forth in Section 501E.

"**Pathway**" shall mean a multi-purpose pathway, which shall be at least twelve feet (12') in width, starting from Chemawa Road on the southern boundary of the Village Center Area and extending to the northern boundary thereof, constructed by the City or the Developer and owned by the Agency or the City, all in accordance with the terms and conditions of this Agreement.

"**Plazas**" shall mean the four (4) separate areas, none of which shall measure less than 1,000 square feet, and all of which together shall measure at least 8,000 square feet, owned by the Developer and constructed by the Developer, all in accordance with the terms and conditions of this Agreement.

"**Predevelopment Agreement**" shall mean the prior agreement between the parties, dated January 16, 2001, which expired in accordance with its own terms on January 16, 2002 and has no further force and effect.

"**Private Improvements**" shall mean those improvements, including the Plazas, developed and constructed by the Developer pursuant to the terms and conditions of this Agreement and as shown and described in the Scope of Development.

"**Project**" shall mean both the Public Improvements and the Private Improvements.

"**Project Site**" shall mean the Village Center Area, a parcel owned by the City and located in Area B, identified on Attachment 2, a parcel owned by the Developer and located in Area B, identified on Attachment 3, and other property located in Keizer Station Plan Area B deemed necessary by both Parties for construction of the public right-of-way and utility improvements.

"**Proposal**" shall have the meaning set forth in Recital E.

"**Public Improvement Plan**" shall mean the plan for roads, rights-of-way, utilities and other public improvements intended for public use (including the Public Park and Pathway), which improvements shall be defined and approved in accordance and become a part of the Development Agreement and/or the Master Plan. The properties located in Area B of the District and deemed necessary by the Parties for construction and development of the public rights-of-way and utilities improvements shall be included in the Public Improvement Plan.

"**Public Improvements**" shall mean the Public Park, the Pathway and the other right-of-way and utility improvements constructed by the City or the Developer and owned by the Agency or the City, as set forth under this Agreement, and as included with more specificity in the Public Improvement Plan, the Master Plan and the Development Agreement.

"**Public Park**" shall mean the area measuring at least two (2) acres in size and consisting of public park day-use amenities (e.g., picnic tables, benches and related hardscape like Millennium Park in Lake Oswego), to be constructed by the City or the Developer and owned by the Agency or the City, all in accordance with the terms and conditions of this Agreement. The Public Park area shall be in addition to any area established to contain a wetlands/mitigation park-like environment. For purposes of satisfying the minimum acreage requirement, the Public Park may include any property immediately adjacent to Area A which Developer so improves.

"**Reimbursement**" shall have the meaning set forth in Section 1101.

"**Schedule of Performance**" shall mean the schedule for acquisition of the Acquisition Parcels and for construction and development of both the Public Improvements and the Private Improvements, as set forth in this Agreement and which shall be provided in more detail and approved as a condition of Section 311.

"**Scope of Development**" shall mean a general depiction of the Project improvements, to be approved as a condition of Section 311, and which shall be provided in more detail in the Master Plan.

"**Termination Date**" shall have the meaning set forth in Section 1004A.

"**Title Company**" or "**Escrow Agent**" shall have that meaning set forth in Section 307.

"**Tribal Approval**" shall mean the approval of the Confederated Tribes of Grand Ronde and the Confederated Tribes of Siletz.

"**Village Center Area**" shall mean the area generally described in Section 104, comprised of twenty-seven (27) parcels, as listed on Attachment 5.

Section 102 **Purpose of Agreement.**

The purpose of this Agreement is to provide for the development of the Project, including the assemblage of Project property through acquisition efforts of both the Developer and the Agency and the construction of improvements intended for public and private uses, all in accordance with the terms and conditions of this Agreement, the Urban Renewal Plan, the Keizer Station Plan and the Development Code.

Section 103 **The Project Site.**

The Project Site consists of certain real property located in the City of Keizer the boundary of which property is shown and described on Attachment 1.

Section 104 **Keizer Station Areas Affected By The Project.**

The Project consists of redevelopment of the Area A of the Keizer Station, a parcel owned by the City and located in Area B, identified on Attachment 2, a parcel owned by the Developer and located in Area B, identified on Attachment 3, and other property located in Keizer Station Plan Area B deemed necessary by both Parties for construction of the public right-of-way and utility improvements. The Project will affect other Areas of Keizer Station, including property owned by the Confederated Tribes of Grand Ronde and the Confederated Tribes of Siletz (with such tribal property located within the Commerce Center Area (or Area D). The Parties acknowledge that Area D is not located within the District. The Project Areas and other Areas impacted by the Project have the following uses:

Areas	Uses
Area A - Village Center (the "**Village Center Area**")	A variety of Employment General uses.
Area B - Retail Service Center (the "**Retail Service Center Area**" or "**Area B**")	Community-supporting services.
Area D - Commerce Center (the "**Commerce Center Area**" or "**Area D**")	A mix of industrial and business- related activities.

Section 105 <u>The Agency.</u>

The Agency is an urban renewal agency of the City of Keizer, created pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes. The principal office of the Agency is located at 930 Chemawa Road, Keizer, Oregon 97303.

Section 106 <u>The Developer.</u>

The Developer is an Oregon limited liability company. The principal office of the Developer is located at 245 13th Street, Salem, Oregon 97301.

Section 107 <u>Schedule of Performance.</u>

The Project, consisting of both the Private Improvements and the Public Improvements, shall be developed in accordance with the Schedule of Performance. The Private Improvements shall be developed in no more than seven (7) elements. Each element shall include, at a minimum, the Private Improvements shown and described in the Scope of Development.

Section 108 <u>General Description of the Project.</u>

The Project shall consist of:

A. The acquisition by the Developer of the Developer Parcels, with portions of certain of those parcels conveyed to the Agency for public uses;

B. The acquisition by the Developer, with the Agency's assistance, of the Acquisition Parcels;

C. The vacation of portions of Radiant Drive as and where such street is presently located;

D. The possible formation by the City of the LID, providing for the construction of the Public Improvements;

E. The construction of the Public Improvements by the City if the City forms the LID, the construction of the Public Improvements by the Developer if the City does not form the LID or the construction of the Public Improvements by either the City or the Agency if the Developer requests that an LID not be formed, pursuant to Sections 109, 311 and 501, but thereafter fails to construct to completion the Public Improvements; and

F. The construction and development by the Developer of the Private Improvements identified within the Scope of Development which shall include two nationally recognized retailers, each of which shall occupy buildings of at least 100,000 square feet in size as well as the general uses described, in part, within Section 602.

Section 109 **<u>Nonperformance by the Agency.</u>**

Subject to and in accordance with the conditions hereof, the Agency shall proceed with the acquisition of the Acquisition Parcels, and request that the City vacate the rights of way in accordance with the Development Agreement or the Master Plan, as applicable and, unless requested or notified by the Developer not to do so, form the LID in order to construct the Public Improvements. If the Agency is unable to complete the acquisition of the Acquisition Parcels or the City is unable to form the LID, the Developer shall indemnify and hold the City and the Agency, their respective appointed and elected officials, employees and agents harmless from all claims, causes of action, or damages of any nature that any third party may suffer resulting from the same, and hereby waives such claims, causes of action, costs or damages that may arise or that any of them may otherwise have for such reasons.

Article 2 PROPERTY WITHIN THE PROJECT SITE

The parcels of real property that comprise the Project Site within the Village Center Area are identified hereinafter by a number designation, and Tax Lot number. The Project Site also consists of a parcel owned by the City, identified on Attachment 2 and a parcel owned by the Developer, identified on Attachment 3, both of which are located in Keizer Station Plan Area B.

Article 3 PROVISIONS RELATING TO ACQUISITION PARCELS; DEVELOPER PARCELS

Section 301 **<u>Acquisition of Acquisition Parcels.</u>**

The Developer shall attempt to acquire all of the Project parcels in the Village Center Area and the property located in Area B of the Keizer Station Plan, as identified on Attachment 3, on or before June 30, 2004 (the "**Final Developer Purchase Date**"). On or before the Final Developer Purchase Date, Agency shall not formally or informally attempt to acquire the Acquisition Parcels in any manner whatsoever. After the Final Developer Purchase Date, Developer shall not formally or informally attempt to acquire the Acquisition Parcels in any manner whatsoever.

In the event Developer is unable to acquire all of the Project parcels on or before the Final Developer Purchase Date, Developer shall provide written notice to Agency within seven (7) days after the Final Developer Purchase Date. Such notice shall reference by tax lot and street address those portions of the Project Site that Developer has been unable to acquire (the "**Acquisition Parcels**") as well as details relating to Developer's failed efforts.

Agency shall initiate, proceed and continue with acquisition only so long as Developer is in compliance with, in the Agency's sole judgment, the conditions set forth in this Article 3, including, but not limited to compliance with the financial obligations of Developer set forth in this Article, and the specific conditions set forth in Section 311.

Section 302 __Site Feasibility Assessment.__

Prior to the acquisition of any of the Acquisition Parcels by the Agency or conveyance of portions of the Developer Parcels by the Developer to the Agency, Developer, at Developer's expense, shall cause to be prepared by a consultant or consultants selected by the Developer and approved by the Agency, a Level I hazardous materials assessment, and, if the Level I assessment indicates a need or includes a recommendation for a Level II assessment, the Developer shall cause a Level II assessment to be conducted at the Developer's sole expense.

The Developer shall conduct, at the Developer's sole expense, such other studies and assessments, including, but not limited to, soils and geotechnical investigations, economic, cultural resources surveys, and investigations of the structural integrity of existing buildings, as the Developer determines are reasonably necessary for the development of the Project. For this purpose, the Agency will request that the City provide access to the City Parcel and the Agency shall provide access to the Acquisition Parcels, to the extent that it has the authority to grant such rights of access. The Developer shall save and protect the City, its elected and appointed officials, employee and agents, against any claims resulting from such preliminary work, access or use and execute such documents as are customarily required by the City for entry onto such property.

Copies of data, reports, surveys and tests obtained or made by the Developer during the course of said preliminary work shall be filed with the City and the Agency within fifteen (15) days after receipt by the Developer. Any preliminary work by the Developer shall be undertaken only after securing all necessary permits from the appropriate governmental agencies.

Section 303 __Development of Acquisition Budget.__

Prior to the Agency initiating acquisition of the Acquisition Parcels, the Agency and the Developer will establish a budget for the Agency's acquisition and conveyance to the Developer of the Acquisition Parcels (the "**Acquisition Budget**"). The Agency shall develop the procedure to monitor the Acquisition Budget and shall report the status thereof to Developer in writing and on a monthly basis.

Section 304 **Acquisition and Payment Process.**

Except for the Area B Acquisition Parcels, the Agency shall attempt to acquire the Acquisition Parcels in the following manner:

A. **Voluntary Acquisitions.** Agency shall first attempt to voluntarily acquire the Acquisition Parcels. If successful, Agency shall enter into a purchase and sale agreement with the respective owners and proceed to close the transaction pursuant to the terms of a purchase and sale agreement. Agency shall provide a copy to Developer of each such purchase and sale agreement upon the parties' full execution of the agreement.

Developer shall pay the purchase price together with any and all costs and expenses incident to such purchase, including, but not limited to, appraisals, commissions, relocation costs, title insurance premiums, escrow fees, Agency's legal expenses, environmental assessments and closing costs. The purchase price and other costs shall be deposited in the applicable closing escrow by Developer prior to the scheduled closing date, in accordance with the requirements of the purchase and sale agreement. Agency's obligations to acquire title to any Acquisition Parcels and convey such parcels to the Developer is conditioned on the payment by Developer in a timely manner as set forth herein.

B. **Involuntary Acquisitions.** Should Agency not be successful in acquiring any particular Acquisition Parcel voluntarily, Agency may initiate the condemnation procedure set forth in Section 305. At such time as Agency determines it will condemn one or more Acquisition Parcels, it shall notify Developer by providing Developer with a copy of the resolution or ordinance described in Section 305 and an itemized list of Condemnation Costs. Within thirty (30) days of receiving such notice, Developer shall provide evidence acceptable to Agency, in its sole discretion, that Developer has or will have within an additional thirty (30) day period sufficient funds to pay all Condemnation Costs, as estimated by the Agency. Within five (5) days of demand by Agency, Developer shall pay to Agency the reasonable Condemnation Costs except for the deposit necessary to obtain prejudgment possession. Such deposit shall be paid to Agency at least five (5) days prior to filing of the condemnation complaint.

As used herein, **"Condemnation Costs"** shall mean all estimated costs and expenses of acquiring the Acquisition Parcels or any portion thereof by eminent domain, including, but not limited to, appraisals, commissions, filing fees, witness fees, court costs, deposits necessary to obtain orders of prejudgment possession, satisfaction of judgment, severance damages, pre-condemnation damages and attorneys' fees.

Should any additional funds be necessary, at any point in the condemnation process, Developer shall pay the Condemnation Costs within ten (10) days of demand by Agency. Prior to conveyance by Agency to Developer of the Acquisition Parcels, Developer shall pay any and all remaining actual Condemnation Costs. Upon conclusion of the condemnation, Agency shall refund any overpayment by Developer of Condemnation Costs subject to the setoff with regard to any financial obligation then owed by Developer to Agency under this Agreement.

C. **Election by Developer.** With respect to the acquisition of property by Agency, through condemnation or otherwise, in the event that the estimated acquisition cost for an Acquisition Parcel exceeds the Developer's projected acquisition cost, Developer may elect in writing to terminate this Agreement; provided, however, that Developer may elect to terminate this Agreement pursuant to this Section 304 only if Agency receives such written termination notice prior to Agency's acquisition of any of the Acquisition Parcels. Developer's right to terminate this Agreement pursuant to this Section 304 shall automatically expire upon the earlier of Agency's filing of a complaint to condemn or upon closing of escrow of any of the Acquisition Parcels.

Section 305 Agency Condemnation Procedure.

The Agency shall use reasonable efforts to acquire the Acquisition Parcels, including acquiring certain of the Acquisition Parcels through condemnation. Prior to initiating condemnation proceedings, Agency must, in its sole discretion, be satisfied that Developer has met the conditions set forth in this Agreement, including those conditions of Articles 3 and 4.

Upon proceeding with condemnation proceedings for purposes of acquiring one or more of the Acquisition Parcels, Agency shall use the following procedure:

A. The Agency shall declare by resolution or ordinance the necessity for acquiring the property and the purpose for which it is required. The resolution or ordinance declaring the public necessity for the acquisition of the property shall be presumptive evidence of the public necessity of the proposed use and that the proposed use is planned or located in a manner which will be most compatible with the greatest public good and the least private injury.

B. Agency shall obtain an appraisal prior to commencing condemnation.

C. Agency shall present the property owner with a written offer to purchase the property, accompanied by the written appraisal. The amount of the Agency's offer shall not constitute an admission of just compensation.

D. The property owner shall have forty (40) days, calculated from the date the written offer to purchase the property is received, to accept or reject the Agency's offer.

E. The property owner may reject the Agency's offer and obtain a separate appraisal, with a copy of such appraisal provided to the Agency not less than sixty (60) days prior to trial or arbitration.

F. Notwithstanding any other provision of this Agreement, Agency may abandon condemnation efforts at any time prior to filing a condemnation action. If Agency desires to abandon condemnation efforts, Agency shall provide the property owner with written notice revoking any written offers to purchase the property and shall provide Developer with a copy of such notice. In the event Agency abandons condemnation efforts, Developer shall remain obligated to pay all actual Condemnation Costs.

G. Agency may, in its discretion, obtain immediate possession of the property by filing a motion for an order of immediate possession along with the condemnation complaint, in addition to filing the amount estimated to be the just compensation for the property.

H. Developer shall pay all Condemnation Costs then demanded by Agency as set forth in Section 304.

I. The Acquisition Parcels may thereafter be used only for the purpose for which they were acquired. Developer acknowledges and agrees that the Acquisition Parcels acquired by Agency pursuant to condemnation shall not be transferred or conveyed to Developer or any other person or entity without a covenant being recorded against the property, requiring that such property be used in accordance with the terms of this Agreement.

J. Unless the Agency has secured the waiver of reversionary rights from an owner of an Acquisition Parcel, then, before such Acquisition Parcel is conveyed to the Developer, the Agency and the Developer shall enter into an agreement giving the Agency the right to repurchase the Parcel (the "Repurchase Agreement"). The Repurchase Agreement shall include terms that are consistent with applicable state law, including a provision that indicates that if the entire Parcel has not been used for the public purpose for which it was acquired within ten (10) years after title to such Acquisition Parcel was conveyed to the Agency through condemnation, then Agency shall be entitled to repurchase such property for a price equal to the sum of the compensation and damages paid by the Agency for the real property at the time such Parcel was condemned. In the event only a portion of the Acquisition Parcel has not been used for the public purpose for which it was condemned within ten (10) years, then the Agency shall be entitled to repurchase such portion of property for a price equal to the fair cash market value of the portion as of the date of the commencement of condemnation. Each Repurchase Agreement shall be recorded in the Marion County recorder's office, shall be a covenant running with the property, and shall provide that it will expire at such time as the entire Acquisition Parcel is first used for the public purpose for which it was condemned.

Section 306 **<u>Conveyance of Title and Delivery of Possession</u>.**

Agency's acquisition and conveyance of title to the Acquisition Parcels to the Developer shall be completed upon the latter of the Developer's timely payment of funds pursuant to Section 304 and the delivery of the deed for a particular Acquisition Parcel from an owner to the Agency. In addition, prior to conveyance of the Acquisition Parcel(s), Agency shall determine those portions of the Developer or Acquisition Parcels that are intended for public use and shall have legal descriptions prepared for the same.

Notwithstanding any other provision of this Article 3, the Acquisition Parcels shall only be conveyed to Developer after Developer executes and delivers to escrow a deed or dedication for all the portions of the Developer or Acquisition Parcels intended for public use.

The Agency's conveyance and the Developer's acceptance of the Acquisition Parcels shall be subject to the terms and conditions of Articles 3 and Article 5 and all other applicable provisions of this Agreement.

Section 307 <u>**Condition of Title.**</u>

The City or Agency shall cause Key Title Company at 222 High Street SE, P.O. Box 71, Salem, Oregon 97308-0071, or another title company mutually agreeable to the parties (the "**Title Company**") to prepare a preliminary title report with respect to each Acquisition Parcel in connection with the policies of title insurance to be issued pursuant to Section 309. The Developer shall be provided with a copy of each preliminary title report and shall approve the condition of title stated therein with respect to each Acquisition Parcel. Developer shall cause the Title Company to prepare a preliminary title report with respect to each Developer Parcel, or portion thereof, in connection with the policies of title insurance to be issued pursuant to Section 309. The Agency and the City shall be provided with a copy of each preliminary title report and shall approve the condition of title stated therein with respect to each Developer Parcel or portion thereof intended for public use.

The Agency shall convey to the Developer fee title to the Acquisition Parcels subject to all recorded and unrecorded liens, encumbrances, covenants, assessments, easements, leases and taxes, other than those exceptions to title that the property owner is required to or that Developer elects, at Developer's expense, to remove at closing (the "**Permitted Exceptions**"). All Acquisition Parcels and Developer Parcels, or portions thereof, which will be used for public purposes will be deeded or dedicated to the City or Agency free of all exceptions to title other than those specifically approved in writing by City or Agency, as applicable.

Section 308 <u>**Form of Deed.**</u>

The Agency shall convey title to the Acquisition Parcels to the Developer in the condition required by Section 307 by bargain and sale deed or deeds. Likewise, the Developer shall convey title to the Acquisition Parcels and the Developer Parcels, or portions thereof to be used for public purposes, in the condition provided in Section 307, to the Agency or the City by bargain and sale deed or dedication.

Section 309 <u>**Title Insurance.**</u>

Concurrently with recordation of each deed, the Title Company shall provide and deliver to the Developer, at the Developer's expense, an ALTA title insurance policy issued by the Title Company insuring that the title to the Acquisition Parcels are vested in the Developer in the condition required by Section 307 of this Agreement together with such endorsements as are required by the Developer, including, but not limited to, an endorsement to insure the amount of the

Developer's estimated development costs of the improvements to be constructed upon the applicable Acquisition Parcel, including the costs of demolition, site clearing, grading, and installation of infrastructure improvements.

The Title Company shall provide the Agency with a copy of each title insurance policy. The Title Company shall also provide the Agency and the City with an ALTA title insurance policy or policies issued by the Title Company insuring that the title to those portions of the Acquisition Parcels and the Developer Parcels intended for public use is vested in the City or the Agency in the condition required by Section 307, together with such endorsements as are required by the Agency or the City.

Section 310 **Physical Condition of the Acquisition Parcels; Developer Parcels.**

A. **As-Is Condition.** The Acquisition Parcels shall be conveyed to the Developer in an "as-is" condition. The Agency shall not be responsible for the cost of any items of site work nor for any condition whatever that may be discovered on the parcels. The Agency makes no representation whatsoever regarding the condition of the Acquisition Parcels or their suitability for the construction and operation of the Project thereon. It shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the soil and geologic conditions of the Acquisition Parcels and the Developer Parcels and the suitability and economic feasibility of the parcels for the construction of the Project.

B. **Environmental Liabilities.** It is the express intent of the parties that any liability that may arise after execution of this Agreement under any federal, state, or local environmental laws, for known or unknown environmental conditions on, under or relating to the parcels in the Project Site, shall be the sole responsibility of the Developer. The Developer hereby agrees to defend, indemnify and hold the Agency and City, their appointed and elected officials, employees and agents harmless from any such liability. The Agency represents and warrants that it has not received any notices or violations or advisory actions by regulatory agencies regarding any environmental condition or permit compliance with respect to the Acquisition Parcels or any portion thereof.

Section 311 **Conditions for the Agency Acquisition of Property and Formation of LID.**

Notwithstanding all other provisions of this Article 3 and in addition to other conditions set forth in this Agreement, and within one hundred eighty (180) days of the Effective Date, the Developer shall meet the following conditions and shall demonstrate the following to the Agency in a manner that the Agency, in its sole discretion, finds acceptable in both form and substance:

A. The Developer has submitted for the City's and the Agency's approval a complete Public Improvement Plan and a complete Development Agreement, both of which shall include descriptions and elements of the Public Improvements as well as descriptions and elements of the Private Improvements which are necessary for Tribal Approval and all governmental approvals, including but not limited to ODOT, relating to transportation infrastructure and pedestrian circulation.

B. The Parties have agreed to the form of covenant referred to in Section 305I., and the form of the repurchase agreement referred to in Section 305J.

C. The Developer and the Agency have agreed upon the Schedule of Performance and the Scope of Development.

D. The parties have agreed upon a form of a performance and payment bond in an amount equal to $4,700,000 and including the other coverage and terms specified in Section 311O and Developer has provided assurances from a surety that such bond will be issued.

In addition to other conditions set forth in this Agreement, prior to the Agency either initiating the acquisition of one (1) or more of the Acquisition Parcels or requesting that the City form an LID in accordance with the terms and conditions of this Agreement, the Developer shall meet the following conditions and shall demonstrate the following to the Agency in a manner that the Agency, in its sole discretion, finds acceptable in both form and substance:

E. The Developer has met the conditions listed above under Sections 311A, 311B, 311C and 311D.

F. The Developer is a limited liability company duly organized, existing and in good standing in the state of Oregon and has full authority to do business in Oregon and in the City of Keizer and to enter into and perform this Agreement.

G. The Developer is not in default under any material term or condition of this Agreement.

H. The Developer has provided the following, on a confidential basis, to the attorney for the Agency, who, subject to the Public Records Law, shall not disclose such information to any third party, including the City and the Agency, without the prior written consent of the Developer, which shall not be unreasonably withheld:

(1) A true copy of a letter of intent to buy or lease, which shall contain all material terms, with economic terms blacked out, executed by the Developer and one of the Anchor Tenants;

(2) Current financial statements for the Developer and every member thereof;

(3) Evidence of financing, including a lender's commitment letter and/or evidence of equity contributions to the Developer, or funding to be provided by the Anchor Tenants if such entities are purchasers of the Project property described in Elements 1 and 2, in the aggregate sufficient for the Developer to complete the purchase of all land within the Village Center Area, including the Acquisition Parcels, and to develop and construct all of the Private Improvements in at least one of the two elements described in the Scope of Development as Element 1 and Element 2;

(4) The Developer's then current business plan for completing the private development of the Project which shall include, at a minimum, an updated schedule of performance; and

(5) The Developer's marketing plan for the Project.

I. The Developer has provided Agency with copies of deeds or land sale contracts for at least 20 of 27 parcels comprising the entire Village Center Area, as listed on Attachment 5, and has acquired in fee all Project parcels other than the Acquisition Parcels needed for the Public Improvements.

J. The Developer has obtained the approvals of the City and the Agency of the Public Improvement Plan and the Development Agreement. Agency's approval of the Public Improvement Plan and the Development Agreement may be based, in part, on the inclusion of pedestrian-friendly design elements, extensive landscaping and streetscaping elements and other architectural design features to provide a first class, attractive development. In the event the parties are unable or unwilling to enter into the Development Agreement for any reason, then Developer has submitted a complete Master Plan application for the City's and the Agency's approval. The Agency's approval of the Master Plan may be predicated upon the inclusion of pedestrian friendly design elements, extensive landscaping and streetscaping elements and other architectural design features to provide a first class, attractive development. In the event the parties enter into a Development Agreement pursuant to the terms and conditions of this Agreement, then Developer shall nevertheless submit a Master Plan application no more than one hundred eighty (180) days after Agency's approval of the Development Agreement and Developer shall not withdraw such application and shall thereafter cooperate with City in completing the application and approval process.

K. All necessary Tribal Approval and governmental approvals have been obtained, and no appeal of any such approval or of the Development Agreement or Master Plan, as applicable, has been filed and the time for appealing the same has expired.

L. The Parties have approved the manner in which all urban services shall be provided to the Project Site.

M. No litigation or ballot measure is pending that, if enacted or successfully prosecuted, would prevent or would substantially increase the costs of either or both parties in carrying out their respective obligations under this Agreement.

N. The Developer has executed agreements of nonremonstrance as provided in Sections 501I, 606 and 608 and Article 12.

O. The Developer has provided Agency a performance and payment bond in an amount equal to $4,700,000. The bond, which shall be in a form agreed upon by the parties, shall secure Developer's performance and payment obligations as a property owner of properties benefitted by the LID project at the time the project is undertaken as well as its reimbursement obligations under Sections 602 and 1101 of this Agreement. The Developer shall indemnify the Agency, the City and their elected and appointed officials, officers, agents, employees and volunteers against any claim and damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the Developer's performance under this Agreement. The bond shall provide protection for such indemnification.

Notwithstanding the foregoing indemnification obligations of the Developer, the amount of the bond shall be reduced at such times as permitted by the issuing company, (1) in the amount of any reduction of the Developer's obligations under Section 1101, as such obligations decrease, and (2) in the amount of full assessment payments made by the Developer, and the Developer's successors and assigns, on all properties owned by the Developer, and the Developer's successors and assigns, at the time the LID is formed. The Developer shall notify the Agency of any such reductions.

P. The Developer shall continue to meet or exceed the conditions set forth in Sections 311D, 311F, 311G, 311I, 311J, 311K and 311M through completion of the Project.

Q. The Developer has provided all other information reasonably requested by Agency to demonstrate Developer's ability to perform its obligations under this Agreement.

Within sixty (60) days after receipt of all materials provided by Developer pursuant to this Section 311, the Agency will provide Developer written notice that the Agency approves or disapproves of the same. Any disapproval shall state in writing the reasons for such disapproval. The Developer, upon receipt of such disapproval, shall revise such disapproved documents or portions of documents, or provide additional materials in a manner responsive to the stated reasons for disapproval and resubmit the same to the Agency or the City, as applicable, within thirty (30) days after receipt of the notice of disapproval. In the event Developer fails to revise or provide additional materials to the Agency or the City, as applicable, as prescribed in this section, then Developer may be in default, in accordance with the provisions of Article 10.

Within fifteen (15) days after Agency has indicated that Developer has satisfied all of the other conditions set forth in this Section 311, Developer shall notify the Agency, in writing, of Developer's request that Agency proceed with acquisition of the Acquisition Parcels and of Developer's request that either the City thereafter proceed with the LID or refrain from forming the LID. If Developer requests that an LID not be formed, the provisions of Article 12 shall apply.

Article 4 ESCROW

To accomplish the purchase and transfer of the Acquisition Parcels, the City or the Agency shall open one or more escrows ("Escrow") with the Title Company (also referred to hereinafter as the "**Escrow Agent**") in Marion County, Oregon. The City, the Agency and the Developer shall provide escrow instructions as shall be necessary for and consistent with this Agreement.

Upon delivery of the deeds to the Escrow Agent by the City or the Agency, and the fulfillment by the Developer of its obligations under the Escrow and this Agreement, the Escrow Agent shall record such deeds when title to the Acquisition Parcels can be vested in the Developer in accordance with the terms and provisions of this Agreement, and when the Title Company is committed to issuing its title policies.

The City, the Agency and the Developer shall each deposit in Escrow such instruments as are required by the Escrow Agent or otherwise required to close the Escrow and consummate the purchase of the parcels in accordance with this Agreement.

Article 5 THE LOCAL IMPROVEMENT DISTRICT

Section 501 Formation.

At such time as the conditions set forth in Section 311 have been met, Developer has demonstrated its continued compliance with Section 311 and all of the Acquisition Parcels have been acquired, and if the Developer has requested that the City proceed with the LID, the Agency shall request that City form the LID pursuant to this Article 5 pursuant to an intergovernmental agreement between the City and the Agency.

A. The LID shall be initiated by the City Council by resolution, with direction given to the City Engineer to prepare an engineering report. The engineer reporting shall provide the following:

(1) A map or plat showing the general nature, location and extent of the Public Improvements and the land, including the property listed on Attachments 3 and 4 (the "Benefitted Properties"), to be assessed for payment of all or any part of the costs thereof.

(2) Plans, specifications and estimates of work to be done.

(3) An estimate of probable cost of the Public Improvements, including legal, administrative and engineering costs.

(4) An estimate of unit cost of the Public Improvements to the Benefitted Properties, per square foot, per front foot or another unit of cost.

(5) A recommendation concerning the method of assessment to be used to arrive at a fair apportionment of the whole or a portion of the costs of the improvement to Benefitted Properties.

(6) A description of each lot, parcel of land, or portion of land to be benefitted, with names of the record owners and, when readily available, names of contract purchasers as shown on books and records of the Marion County Tax Assessor. To describe each lot or parcel of land under provisions of this section, it shall be sufficient to use the tax account number assigned to the property by the Tax Assessor or by book and page designations shown on books and records of the Marion County Clerk.

B. Within thirty (30) days after the report is completed, the Agency shall request that the City shall either approve the report as submitted or direct that it be amended and approve the report as amended. If the City intends to make the Public Improvements, such intention shall be declared by resolution; provided, however, that the City may abandon the process if the estimated cost of such improvements for the Project exceeds the LID Cap and Developer has not funded such excess or demonstrated to the Agency's and City's satisfaction that it will have funds available for payment of such excess. Unless, within fifteen (15) days after approving the report and before adopting the resolution to declare its intention to make the Public Improvements, the City and the Agency receive a written request of Developer to abandon the process, the City shall declare its intention to make the improvements and proceed with the LID in accordance with applicable local laws and the terms and conditions of this Agreement. In the event the LID process is abandoned, the construction of the Public Improvements shall be subject to the provisions of Article 12, and all other conditions hereunder consistent therewith.

C. If the City thereafter proceeds, it shall publish notice, once each week for two (2) successive weeks in a newspaper of general circulation, that it intends to make the Public Improvements. The notice shall specify the time and place where the City Council will hear and consider objections. The notice shall also provide a description of the type and scope of the improvements, a description of the location of the proposed district, the estimated cost and the formula for assessing each of the Benefitted Properties, a statement that the plans are available for public inspection, that written remonstrances may be filed against the proposed improvements, and a statement that the proposal could be modified as a result of testimony at the hearing.

D. At the hearing, the City Council shall hear oral objections to the proposed Public Improvements and shall consider written remonstrances thereto.

E. After the City initiates formation of the LID, written remonstrances of the Owners of two-thirds (2/3) of the land to be specially assessed for the improvements shall suspend the proposed improvements, in which event no further action to effect the Public Improvements shall be taken for at least six (6) months. For purposes of this Section 501,"**Owner**" shall mean the record holder of the legal title to the land in question or, where land is being purchased under a land sale contract recorded or verified to the Marion County Recorder in writing by the record holder of legal title to the land, then such purchaser shall be deemed the Owner.

F. The City shall submit notice of the estimated assessment, via first class mail or personal delivery to the Owner of each lot proposed to be assessed. Any mistake, error, omission or failure with respect to the mailing shall not be jurisdictional or invalidate the assessment proceedings. The notice shall state the amounts of the estimated assessment proposed on that property and shall fix a date by which time written objections shall be filed with the recorder. The written statement must assert the grounds for the objection. The City Council shall hold a hearing, but may choose to combine this hearing with the hearing required for the formation of the LID.

G. Once the final assessment is determined, the City Council shall send notice to the Owner of each of the Benefitted Properties if the City Council wishes to proceed with the improvements. Any mistake, error, omission or failure with respect to the mailing shall not be jurisdictional or invalidate the assessment proceedings. The City Council may also abandon the procedure and the Public Improvements in the event Developer has breached this Agreement or if the City Council determines that it is in the public interest to abandon the procedure and the Public Improvements.

H. The City Council shall consider objections at the hearing and may adopt, correct, modify or revise the assessment against each lot in the LID according to special and peculiar benefits accruing to it from the improvement. The City Council shall then adopt an ordinance or resolution spreading the final assessment.

I. The Developer, and Developer's successors and assigns, hereby specifically waive any and all right to remonstrate against formation of the LID. The Developer shall execute a nonremonstrance agreement, and with respect to those Developer Parcels for which Developer is a vendee under a land sale contract, Developer shall cause the vendor to execute a nonremonstrance agreement, to affect all Acquisition Parcels and Developer Parcels, and record the same with the Marion County Recorder's Office to serve as notice for all subsequent property owners.

J. Within ten (10) days after the City passes the ordinance levying assessments, the City Recorder shall send a notice of assessment to each Owner of assessed property by regular or certified mail and publish notice of the assessment twice in a newspaper of general circulation in the City. The first publication of notice shall be not later than twenty (20) days after the date of the assessment ordinance. The notice of assessment shall include the name of the Owner, a description of the assessed property, the amount of the assessment, and the date of the assessment ordinance, and shall state the time within which such assessments must be paid or bonded and that assessments which are not paid or bonded within the time stated in the notice shall bear interest and that the property so assessed is subject to foreclosure if such assessments are not paid within the time stated in the notice.

K. The Owner of any property to be so assessed, at any time within ten (10) days after notice of final assessment is first published, may file with the recorder a written application to pay:

(1) The whole of the final assessment in installments; or

(2) If part of the final assessment has been paid, the unpaid balance of the assessment in installments.

L. An installment application shall state that the applicant does thereby waive all irregularities or defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the apportionment of the actual cost of the local improvement.

M. The application shall provide that the applicant agrees to pay the final assessment over a period of not less than ten (10) years nor more than thirty (30) years and according to such terms as the City Council may provide. The City Council may provide that the owner of the assessed property may elect to have the final assessment payable over a period of less than ten (10) years and according to such terms as the City Council may provide.

N. The application shall also provide that the applicant acknowledges and agrees to pay interest at the rate provided by the City or as set by the City Recorder on all unpaid assessments, together with an amount, determined by the City Council, sufficient to pay a proportionate part of the cost of administering the bond assessment program and issuing the bonds authorized under ORS 223.235, including but not limited to legal, printing and consultant's fees.

O. The application shall also contain a statement, by lots or blocks, or other convenient description, of the property of the applicant assessed for the improvement.

P. In connection with the final assessments for any local improvement, the City may establish a procedure by which an Owner of assessed property may irrevocably elect in writing to have the final assessment levied for a number of years less than ten (10), which shall be determined by the City Council. The written election shall:

(1) Be signed by the owner or a duly authorized representative of the Owner;

(2) Contain a description of the assessed property and the local improvement for which the assessment is made; and

(3) Contain a statement by the Owner acknowledging that the improvement is a local improvement as described under ORS 223.001(9), that payment of the final assessment against the properties benefitted by the local improvement plus interest may be spread over at least ten (10) years and that, notwithstanding any provision of law, the Owner consents to make payments over a period of less than ten (10) years and to have the assessment levied on the benefitted property accordingly.

Such election shall be recorded in the bond lien docket for the local improvement to which the assessment relates. From and after the time at which the written election is so recorded, it shall be valid and binding upon all subsequent owners of the property or any part thereof.

Q. Estimated and final assessments shall become a lien upon the property assessed from and after the passage of the resolution or ordinance spreading the same and entry in appropriate lien record of the City. The estimated assessment lien shall continue until the time the estimated assessment becomes a final assessment. All unpaid final assessments together with accrued and unpaid interest and penalties are a lien on each lot or parcel of land or other property, respectively, in favor of the City, and the lien shall have priority over all other liens and encumbrances whatsoever.

R. The City Council may enforce collection of such assessments as provided by ORS 223.505 and 223.650, namely by the sale of real property.

Section 502 **<u>LID Requirements.</u>**

Pursuant to applicable state and local laws, the City will award all contracts required to construct the public improvements contained within the LID through a process of competitive bidding.

A. The City may, in its sole discretion, direct the City Recorder, upon the basis of the approved engineer's report, to advertise for bids and designate the time at which such bids shall be open, which time may be the time of the first hearing held upon the decision to initiate LID formation.

B. The City may provide by resolution the time and manner of doing the work of such improvement, and may provide for the City to do the work or it may award the work on contract. In the event that the work is done under contract, bids shall be received after advertisement for such time as the Council may determine on all such work and the Council shall proceed in accordance with procedures of state law for public contracting. The contract shall be let to the lowest responsible bidder, provided that the City shall have the right to reject all bids when they are deemed unreasonable or unsatisfactory. The City shall provide for taking security by bond for the faithful performance of any contract let under its authority, and the provisions thereof, in case of default, shall be enforced by action in the name of the City.

C. If the City finds upon opening bids for the work of such improvement that the lowest responsible bid substantially exceeds the engineer's estimate, it may, in its discretion, hold a special hearing of objections to proceeding with the improvement on the basis of such bid and may direct the City Recorder to publish reasonable notice thereof in a newspaper of general circulation in the City. The City Council may abandon the improvement or allow Developer to pay the difference between the estimated amount and the engineer's estimate. In the event the City Council allows Developer to pay such difference, full payment must be received by the City within five (5) days prior to the City Council awarding a contract for the work.

D. If the initial LID assessment has been made on the basis of estimated cost, and upon the completion of the work the cost is found to be greater than the estimated cost, the Developer shall pay the additional cost. The additional cost shall be paid through a reduction in the amount allocated toward land acquisition costs, with the amount paid to Developer for the land reduced by an amount equal to the additional cost of the work, unless Developer elects to pay such additional costs. In the event a reduction to the land cost is not sufficient to pay the additional cost, Developer shall immediately pay to City additional funds to make up the difference. If Developer is unwilling or unable to perform its obligations under this Section 502, then, in addition to pursuing all other remedies available under the terms and conditions of this agreement and by law, City may make a deficit assessment for the additional cost. Proposed assessments upon the respective lots within the assessment district for the proportionate share of the deficit shall be made; and notices shall be sent; opportunity for objections shall be given; such objections shall be considered; and determination of the assessment against each particular lot, block or parcel of land shall be made as in the case of the initial assessment; and the deficit assessment spread by resolution. If assessments have been made on the basis of estimated cost, and upon completion the cost is found to be less than the estimated cost, provision shall be made for refund of the excess or overage.

Upon the request of Agency or City, Developer shall convey to Agency or City those portions of the Developer Parcels on which the Public Improvements will be located, as set forth on the legal descriptions prepared pursuant to Section 306 and, to the extent Developer holds title to any Acquisition Parcel, or portion thereof, on which the Public Improvements will be located, then Developer shall also convey to Agency or City those portions of the Acquisition Parcels. In consideration therefor, and after the total actual costs of the LID have been determined, Agency or City shall pay to Developer an amount equal to the lesser of (i) $8.50 per square foot or (ii) the appraised value of such Parcels or portions thereof on which the Public Improvements will be constructed. The value of such property shall be determined by appraisals obtained by the Developer, at Developer's sole cost, no more than six (6) months prior to the formation of the LID.

Notwithstanding the foregoing, the parties agree that the amount paid to the Developer pursuant to this Section 502 shall be adjusted downward if the total actual LID cost, including such land cost, exceeds the LID Cap and the Developer has not previously agreed and demonstrated to Agency's satisfaction Developer's ability to pay the amount of such excess. If the Developer has not so agreed and demonstrated, the downward adjustment in the price hereunder shall be equal to the amount of such excess.

Article 6 DEVELOPMENT OF THE PROJECT

Section 601 <u>Development and Construction of Public Improvements.</u>

Subsequent to Developer meeting all of the conditions set forth in Articles 3, 4 and 5, and if an LID is formed pursuant to this Agreement, then subject to all of the applicable terms and conditions of this Agreement, and in consideration of the Developer constructing and developing the Private Improvements, the Agency shall cause the City to construct the Public Improvements described and depicted in the Development Agreement and Public Improvement Plan.

Section 602 **Development and Construction of Private Improvements.**

In consideration of the development activities of the Agency and the City's formation of an LID, if one is formed pursuant to this Agreement, and the agreements and covenants herein contained, the Developer shall construct and develop the Private Improvements, as set forth in the Scope of Development and the Master Plan. The Developer shall commence and complete construction of the Private Improvements in accordance with the Schedule of Performance. In so doing, Developer shall at all times use due diligence and good faith efforts to complete the development in the most expeditious time frame possible and still maintain economic feasibility, at all times employing efforts and meeting professional shopping center development standards as routinely practiced by major developers belonging to the International Council of Shopping Centers trade organization, it being understood by the parties to this Agreement that Developer's failure to so perform, which failure causes the missing of any development schedule milestone set forth in this Section 602, shall at Agency's election constitute a default under this Agreement. Developer may construct the Private Improvements in as many as (but no more than) seven (7) separate elements in whatever order Developer prefers (for instance, Element 3 as presented in the Scope of Development may be substituted for Element 5 in terms of the order in which the elements may be constructed). The Scope of Development shall describe the work to be performed by Developer in each element of redevelopment and shall further specifically identify the improvements that shall be constructed during the development of Element 1, as identified on the Scope of Development. If the Master Plan differs from the Scope of Development, the Master Plan shall control.

A. **Developer Design Drawings and Construction Drawings for the Project; Related Documents.** Developer shall prepare Concept Design Plans for the Project. Subsequent to receiving Agency approval of the Concept Design Plans, Developer shall prepare Design Development Drawings and Construction Drawings for redevelopment of the Project (including the Public Improvements) and shall submit such Drawings to Agency and the City for approval of development permits. The Design Development Drawings shall comply with all Agency and City design guidelines and requirements. All concept design plans, design development drawings and construction drawings, including plans and specifications, referred to in this Section 602A are referred to herein as the "Drawings".

Agency, in its sole discretion, may withhold its approval of any Drawings that fail to meet the following standards:

1. The Public Improvement Plan, the Development Agreement and Master Plan;

2. The Urban Renewal Plan objectives;

3. All applicable State and City codes and standards, including but not limited to the development standards of the Development Code; and

4. Agency's expectations as to inclusion of pedestrian-friendly design elements, extensive landscaping and streetscaping elements and other architectural design features to provide a first class, attractive development.

B. **General Design Standards**. As a benchmark for comparison but not as a substitution for compliance with the Keizer Station Plan or the Development Code, the drawings submitted by Developer for the Anchor Tenants in the Village Center Area will be expected to be substantially similar to or better than the design employed by the major tenants within Argyle Square in Wilsonville, Oregon.

C. **Changes to the Drawings**. If the Developer desires to make any substantial change to any Drawings after approval by the Agency, the proposed changes shall be submitted to the Agency for approval. The Developer acknowledges and agrees that it may be required to secure separate Agency approval of such changes. As used in this subparagraph, "substantial change" means a change which alters the layout or scope of the Private Improvements or changes to a lesser quality previously approved materials.

D. **First Element - Timeline, for Submittal of Design Development Drawings**. The Developer shall submit complete Design Development Drawings for City and Agency review for Element 1 of the Private Improvements within one hundred eighty (180) days from the date the Master Plan is approved by the City; provided, however, the Developer shall be entitled to a one-time extension of not greater than an additional one hundred eighty (180) days from the expiration of the original period. If the Developer does not furnish such complete drawings within such second 180-day period, Developer shall immediately submit to Agency a Reimbursement payment described in Section 1101.

E. **First Element - Timeline for Completion of Construction**. The Developer shall complete construction drawings (which shall be substantially consistent with the approved Design Development Drawings for Element 1), obtain all applicable approvals and permits, commence and complete construction of Element 1 of the Private Improvements within three hundred sixty-five (365) days of the Developer's obtaining design review approval from the City and the Agency for such element. If the Developer does not commence construction (and do all things necessary to complete construction, as set forth in this Section 602E) within such 365-day period, Developer shall immediately submit to Agency a Reimbursement payment described in Section 1101.

F. **Second Element - Timeline for Submittal of Design Development Drawings**. The Developer shall submit complete Design Development Drawings for City and Agency review for the second element of the Private Improvements on or before one hundred eighty (180) days after expiration of the combined time allowed in subsections D and E for the design and completion of the first Element. If the Developer does not furnish such complete drawings within such 180-day period, Developer shall immediately submit to Agency a Reimbursement payment described in Section 1101.

G. Second Element - Timeline for Completion of Construction. The Developer shall complete construction drawings (which shall be substantially consistent with the approved Design Development Drawings for the second element), obtain all applicable approvals and permits, commence and complete construction of the second element of the Private Improvements on or before three hundred sixty-five (365) days of the Developer's obtaining design review approval from the City and the Agency for such element. If the Developer does not complete construction (and do all things necessary to complete construction, as set forth in this Section 602G) within such 365-day period, Developer shall immediately submit to Agency a Reimbursement payment described in Section 1101.

H. Third and Fourth Elements - Applicable Timelines. The timelines for the third and fourth elements for completion of the Design Development Drawings and construction shall be the same as those for the second element, such timelines being measured from the scheduled completion dates of the prior stages of each element.

I. Remaining Elements - Applicable Timelines. The Developer shall complete Design Development Drawings for City and Agency review for each of the fifth through and including the seventh elements of the Private Improvements on or before one hundred twenty (120) days after the date of scheduled completion of construction of the immediately preceding element (as set forth in the Schedule of Performance). Developer shall complete construction drawings (which shall be substantially consistent with the approved Design Development Drawings for each respective element), obtain all applicable approvals and permits, commence and complete construction of each of the third through and including the seventh elements of the Private Improvements on or before two hundred forty (240) days of the Developer's obtaining design review approval from the City and the Agency for each element.

J. Definition of Completion. For purposes of meeting the construction deadlines set forth in this Section 602, the Developer shall be deemed to have completed construction of a particular element of the Private Improvements as follows:

Anchor Tenant 1 Element	Upon issuance of certificate of occupancy
Anchor Tenant 2 Element	Upon issuance of certificate of occupancy
Power Center Element	65% of allowed building area and 100% of the Plazas intended for the element completed
Radiant Pads Element	65% of allowed building area and 100% of the Plazas intended for the element completed
Chemawa Pads Element	65% of allowed building area and 100% of the Plazas intended for the element completed
I-5 Commercial Element	Upon issuance of certificate of occupancy for either hotel or offices and 100% of the Plazas intended for the element completed

Neighborhood Element	Grocery store or 65% of allowed building area and 100% of the Plazas intended for the element completed

provided, however, that with respect to the completion of any of the seven (7) elements, an element shall be deemed to have been completed if 75% or more of the allowed building area and 100% of the Plazas for all elements in the aggregate have been completed. For purposes of Sections 602 and 1101, "allowed building area" shall mean gross square footage of buildings pursuant to the Master Plan.

K. **Developer's Reimbursement Obligation**. Developer's failure to meet any of the Design Development Drawings submittal or construction completion deadlines for any individual element shall result in Developer's further obligation to make a Reimbursement payment described in Section 1101. Developer's failure to meet any one of the deadlines shall not serve to modify the Developer's obligations to meet the deadlines for any of the other elements.

L. **Completion of All Private Improvements -. 10 Year Period.** Notwithstanding any other provision of this Agreement, Developer shall complete construction of all elements of the Private Improvements within ten (10) years from the date the Master Plan is approved by the Agency.

M. **Acknowledgment of Public Purpose.** At such time as an entire Acquisition Parcel acquired through condemnation is first used for the public purpose for which it was acquired, the Agency shall execute, in recordable form, all documents necessary to terminate and remove from title the applicable Repurchase Agreement described in Section 305J.

N. **Exclusive Remedy.** Except for a default by Developer as set forth in the first paragraph of this Section 602, if Developer fails to complete any of the actions set forth in this Section 602 within any of the scheduled timelines, Developer shall not be in default of this Agreement and the Reimbursement payments provided for hereunder shall be the exclusive remedy then available to the Agency.

Section 603 Construction of Public Park, the Plazas, and the Pathway.

A. **Construction.** The parties agree that the following areas shall be included within the Project:

(1) The Public Park;

(2) The Plazas; and

(3) The Pathway.

The exact size and location of the Public Park, the Plazas and the Pathway shall be in accordance with the Development Agreement and the Master Plan. The construction and all construction costs (including land costs), of the Public Park and the Pathway shall be included within the LID project, if the LID is formed, or, if not, shall be borne by the Developer which construction and construction costs shall be further subject to the provisions of Article 12.

B. Additional Development Costs. The Developer shall bear all development and construction costs of the Plazas and all costs of developing and constructing a public area attributable to wetlands mitigation and/or storm water retention facilities, if any.

C. Dedication, Easement. In the event Developer and Agency decide to locate the Public Park or the Pathway on one or more of the Developer Parcels, or portions thereof, such areas shall be dedicated to the Agency prior to and as a condition of formation of the LID if an LID is formed. The Developer shall grant a perpetual easement to the public for purposes of providing pedestrian and vehicular access and parking to and for the Public Park and the Pathway all as provided in the Public Improvement Plan, the Development Agreement and the Master Plan.

Section 604 Cooperation.

The Agency and the Developer shall cooperate in accordance with the Schedules of Performance in effecting the redevelopment of the Project Site.

Section 605 Rights of Access.

For the purpose of ensuring compliance with this Agreement and all applicable laws, representatives of the City and Agency shall have the right of access to and over the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements, so long as such representatives comply with all safety rules. The Developer will not be responsible in any manner whatsoever for any liabilities arising from the negligence, or willful misconduct, of the City, the Agency or any of their agents, servants, employees and contractors in connection with the exercise of the right of access granted hereunder.

Section 606 Taxes, Assessments, Encumbrances and Liens.

The Developer covenants that it shall pay when due all real estate taxes and assessments, including LID assessments, if any, assessed and levied on Parcels owned by the Developer, its assigns and successors within the Project Site. The Developer further covenants that it shall execute and file with the City all agreements of nonremonstrance as provided in this Agreement.

Section 607 Water Rights.

In consideration of the Agency's covenants herein, the Developer shall assign the City any and all water rights associated with any existing functioning wells in the Village Center Area, subject to the conditions that (1) use of such rights shall not interfere with, or increase the costs of, the Developer's development of such Area, (2) the Developer shall have unlimited use of such wells, free of charge, for its landscaping needs in Area A in Keizer Station. Notwithstanding the foregoing, the Developer's use of such wells shall be subject to applicable City ordinances, the Keizer Station Plan, and all rules of the Oregon Water Resources Department.

Section 608 Nonremonstrance Covenant as to Entertainment & Sports Area.

The parties acknowledge and agree that the area in Keizer Station known as Area A - Entertainment & Sports Center (the "**Entertainment & Sports Center Area**") may be developed to include a public indoor aquatic facility, a public outdoor aquatic and family recreation park, public meeting and classrooms, a private fitness and tennis club, and common areas incidental to the foregoing.

The Developer covenants on behalf of itself, its successors and assigns, that it shall not remonstrate against the formation of any local improvement district with respect to the Entertainment & Sports Area that is developed substantially in conformance with the foregoing description provided that such covenant shall only be enforceable against Developer when all of the following conditions are met: (1) the assessed value of the property assessed equals or exceeds \$300,000,000; and (2) the maximum allowable assessment in the aggregate does not exceed \$4,500,000, which may include the capitalized cost of ongoing operating subsidies. The Developer shall execute a nonremonstrance agreement that provides for the foregoing and that shall affect all the Acquisition Parcels and the Developer Parcels, and record it with the Marion County Recorder's Office.

Article 7 SPECULATION AND ASSIGNMENT PROVISION

Section 701 No Speculation.

The Developer represents its acquisition of the Acquisition Parcels and the Developer Parcels is for redevelopment and not for speculation in land holding.

Section 702 Assignment.

A. General Prohibition on Developer Assignment. Primarily because of the location of the Project within the District and the existing relationship between Agency and Developer, the qualifications and identity of the Developer are of particular concern and importance to the Agency. The Developer recognizes that it is because of its qualifications and identity that the Agency is entering into this Agreement and, in so doing, is further accepting and relying on the obligations of the Developer for the faithful performance of all undertakings and covenants to be performed by it under this Agreement. For the foregoing reasons, except as provided in Section 702 B., the Developer shall not partially or wholly dispose of or agree to dispose of more than 49% of the Developer's interest in the Project Site nor shall the Developer partially or wholly transfer or assign its interests in this Agreement without the prior written approval of the Agency; provided, however, that at the time the Agency and the City have been released from all liability for repayment of the bonds issued following the formation of the LID, or, if no LID is formed, upon completion and approval of the Public Improvements, then the Developer shall be free to transfer any or all of its interests in the Project Site or in this Agreement.

Any proposed transferee shall be subject to all the conditions and restrictions contained in this Agreement, as they apply to the property or interests so transferred.

B. **Approved Developer Transfers.** Notwithstanding Section 702 A., the Agency hereby consents to:

(1) Any mortgage which the Developer may cause to attach to the Project Site, provided that:

a. None of the Project Site owned by the City or the Agency (including improvements thereon) or identified for siting Public Improvements shall be used as security for such mortgage;

b. The terms of this Agreement and the Agency's and the City's interest in the Project Property shall not be subordinated to such mortgage;

c. The mortgagee's loan documents shall indicate that any person acquiring an interest in the Project as a result of the sale, assignment or other transfer of the mortgagee's interest, including a transfer of title as a result of foreclosure, shall be subject to the terms of this Agreement and the Master Plan;

d. The Developer provides the Agency with copies of all agreements related to the mortgage at least ten (10) days prior to the effective date of closing or funding of the mortgage loan, and any other information necessary for the Agency to determine whether such transfer complies with the requirements of this Agreement.

(2) A transfer to a partnership or limited liability company of which the Developer or one of its members is the general partner of the partnership, or managing member of the limited liability company and controls 51% or more of the partnership or limited liability company.

Article 8 COVENANTS; NONDISCRIMINATION

Section 801 Covenants as to Uses.

The Developer covenants and agrees that during construction and thereafter, the Developer shall devote the Project Site to the uses specified in the Master Plan, as generally identified in the Scope of Development. The Public Improvement Plan, the Development Agreement, the Master Plan and the Scope of Development shall be in compliance with the Urban Renewal Plan, the Keizer Station Plan and the Keizer Development Code. The foregoing covenant shall run with all of the

Project property now owned or later acquired by Developer. The parties shall agree on a form of covenant to be recorded against the Project Site, as provided in Section 305.I.

Section 802 **Nondiscrimination.**

The Agency and the Developer covenant that they shall not discriminate against or segregate any person or group of persons on account of race, color, creed, religion, handicap, gender, sexual preference, marital status, national origin, or ancestry in the development, construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall they establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenants set forth in this section shall run with the land.

Article 9 FINANCING OF THE PROJECT

Section 901 **Financial Commitments by the City and the Agency.**

A. Subject to the terms and conditions of this Agreement and an intergovernmental agreement between the City and the Agency, Agency shall pay $4,500,000 toward the costs of the Public Improvements, which shall include the costs incurred by Agency to acquire the Area B Acquisition Parcels.

B. Subject to the terms and conditions of this Agreement, including the conditions set forth in Section 311, initiate the formation of the LID to generate bond proceeds, from the sale of bonds, with a payment period consistent with applicable laws, and use such proceeds for construction of the Public Improvements; provided, however, that in no event shall the appraised value of the Benefitted Properties after the construction of the Public Improvements contemplated by this Agreement be less than three times the amount to be assessed under the LID. The value of such property shall be determined by appraisals obtained by the Developer, at Developer's sole cost, no more than six (6) months prior to the formation of the LID. If no LID is formed, the provisions of Article 12 shall apply.

C. The Agency shall request that the City disclose to, and set up all arrangements for collection by, the Developer of all rebates and refunds, if any, available to the Developer by reason of Private Improvement infrastructure costs incurred by Developer in the development of the Project, including, but not limited to, for the oversizing of utilities.

D. Developer understands that the Agency or the City may impose taxes, fees or other charges on the privately-owned property in the Village Center Area that reimburses the City of Keizer and the Keizer Fire District for additional public safety resources needed to serve the area due to its development. The taxes, fees or other charges will be fair and only pay or reimburse the City and the Keizer Fire District for their true costs of providing service to this area. One example includes a tax per square foot of leasable building with a differential rate depending on the type of activity that is intended to occur at each location (the intent being to recognize that different uses create different demands for service from different service providers.) Taxes, fees or other charges shall sunset at such a time as the Village

Center Area is removed from the Keizer Urban Renewal District or a power generation facility creating at least $200,000,000 in assessed taxable value comes on line at Keizer Station. The Developer, its successor and assigns, waives any right it has to remonstrate against the creation of a financing district, to the extent a financing district is formed for purposes of this Section 901D.

Section 902 **Financial Commitments by the Developer.**

A. Developer shall pay for, and bear the entire cost of purchasing, the Developer Parcels and the Acquisition Parcels, other than those located in Area B, in accordance with the terms and conditions of this Agreement.

B. Developer shall pay for such signage and identification as the Developer and its tenants within the Project deem necessary and appropriate for its successful development, subject to the Agency's approval, which shall not be unreasonably withheld, and in accordance with all applicable state and local laws.

C. Developer shall pay all other costs relating to the construction and development of all of the Private Improvements.

Article 10 DEFAULT AND REMEDIES; TERMINATION

Section 1001 **Default/Cure.**

A. **Default by the Developer.** The following shall constitute defaults on the part of the Developer:

(1) Any breach of provisions of this Agreement, whether by action or inaction, which continues and is not remedied within thirty (30) days after the Agency has given notice to the Developer specifying the breach; provided that if such breach cannot with due diligence be cured within a period of thirty (30) days, the Agency shall allow the Developer a longer period of time to cure the breach, and in such event the breach shall not constitute a default so long as the Developer diligently proceeds to affect a cure and the cure is accomplished within the longer period of time granted by the Agency;

(2) Any assignment by the Developer for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over the Developer;

(3) The failure of the Developer to pay when due any tax, assessment, lien or other charge having priority over the Agency's interests in the Project. However, the Developer shall not be deemed in default under this Agreement for failure to pay a tax, assessment, lien or other charge if the Developer is contesting the same in good faith and, if necessary to avoid foreclosure, has furnished an appropriate bond of other undertaking to assure payment in the event the Developer's contest is unsuccessful; or

(4) The failure of the Developer to pay when due any amount owing to the Agency or City under this Agreement.

B. **Default by the Agency**. The Agency shall be in default under this Agreement if it breaches any of the provisions of this Agreement, and such breach continues and is not remedied within thirty (30) days after the Developer has given notice to the Agency specifying the breach; provided that if such breach cannot with due diligence be cured within a period of thirty (30) days, the Developer shall allow the Agency a longer period of time to cure the breach, and in such event the breach shall not constitute a default so long as the Agency diligently proceeds to affect the cure and the cure is accomplished within the longer period of time granted by the Developer.

Section 1002 Remedies Before City Formation of LID, Commencement of Construction of Public Improvements, or Agency Acquisition of Acquisition Parcels.

In the event either Party defaults prior to the earlier of (i) the Agency's acquisition of one or more of the Acquisition Parcels, (ii) if an LID is formed, the formation of the LID; and (iii) if no LID is formed, commencement of construction of the Public Improvements, the non-defaulting Party or parties may, as an exclusive remedy, terminate this Agreement, and all rights and obligations of the parties under or arising from this Agreement shall immediately terminate.

Section 1003 Remedies Subsequent to City Formation of LID, Commencement of Construction of Public Improvements, or Agency Acquisition of Acquisition Parcels.

In the event either Party defaults after the earlier of (i) if an LID is formed, formation of the LID; (ii) if no LID is formed, commencement of construction of the Public Improvements; and (iii) after the Agency's acquisition of one or more of the Acquisition Parcels, the non-defaulting Party shall be entitled to such remedies for breach of contract as may be available under applicable law including (without limitation) the remedy of specific performance. In addition, the Agency shall have the right to make a claim on the bond provided by Developer pursuant to and for the purposes set forth in Section 311, and, subject to the right of any Mortgagee to cure the default, to take any and all actions as may be allowed, at law or in equity, for the enforcement of this Agreement.

Section 1004 Termination.

A. **Elections upon Non-Occurrence of Conditions.** Except as provided in Section 1004B, if any condition in Section 311 is not fulfilled in the sole discretion of Agency on or before the dates set forth in this Agreement, including but not limited to those established within the Schedule of Performance, Agency may elect to:

(1) Terminate this Agreement, which termination shall become effective thirty (30) days after the notice of termination is sent (the "**Termination Date**") unless, before the thirty (30) day period ends, the Developer fulfills such condition or conditions to the satisfaction of the Agency in its sole discretion; or

(2) Waive in writing the benefit of that condition and proceed in accordance with the terms hereof; or

(3) Extend the Termination Date by which the Developer must satisfy the applicable condition, if the condition can be satisfied by the Developer and if the Developer agrees in writing to the extension.

B. Final Termination Date. If all of the conditions under Section 311 have not been satisfied, waived or otherwise resolved pursuant to this Agreement three hundred sixty-five (365) days after the Agency's and City's approval of the Development Agreement or the Master Plan, as applicable (**"Final Termination Date"**), then the parties' rights and obligations to develop the Project under this Agreement shall automatically terminate on such date unless the date is extended by agreement of the parties prior to the Final Termination Date.

C. Effect of Termination for Failure of Conditions Precedent. If this Agreement is terminated for failure of satisfaction of the conditions set forth in Section 311, and such failure is not the result of a breach of this Agreement by either Party, then termination shall be the parties' sole remedy. Notwithstanding the foregoing or any other provision, Developer's indemnification obligations shall survive termination of this Agreement.

Section 1005 Mortgagee Provisions.

A. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of this Agreement, excepting those which are covenants running with the land, a Mortgagee authorized under this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion.

(1) Nothing in this paragraph or any other paragraph or provision of this Agreement shall be deemed or construed to permit or authorize any such Mortgagee to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Public Improvement Plan, the Development Agreement, the Master Plan, the Urban Renewal Plan, the Keizer Station Plan and in this Agreement. All improvements constructed by such Mortgagee shall be consistent with and conform to the terms and conditions of this Agreement. The Parties agree that the covenants of this paragraph (1) shall survive conveyance of property, if any, from the Agency. The Developer agrees to execute and record any restrictive covenants to put third parties on notice of the foregoing conditions for development or use of the Project Site.

(2) For purposes of this paragraph A, the term **"Mortgagee"** shall include any mortgagee or any other party as owner of the Project Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, or any insurer or guarantor of any obligation or condition secured by a mortgage.

B. Copy of Notice of Default of Mortgagee. Whenever the Agency shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the Agency. Failure of Agency to deliver such notice shall not in any way limit Agency's rights under this Agreement.

C. Mortgagee's Option to Cure Defaults. After any default in or breach of this Agreement by the Developer, or its successor in interest, each Mortgagee shall (insofar as the rights of the Agency are concerned) have the right after the failure of the Developer to cure or remedy said default or breach, at its option, to cure or remedy such breach or default within sixty (60) days, and if permitted by its loan documents, to add the cost thereof to the mortgage debt and the lien of its mortgage. If the breach or default is with respect to construction of the Private Improvements, nothing contained in this paragraph or any other paragraph of this Agreement shall be deemed to prohibit such Mortgagee, either before or after foreclosure or action in lieu thereof, from undertaking or continuing the construction or completion of the Private Improvements, provided that the Mortgagee notifies the Agency in writing of its intention to complete such improvements according to the provisions of this Agreement.

Section 1006 Nonexclusive Remedies.

The rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by either of the Parties of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party including, without limitation, the right to compel specific performance.

Section 1007 Force Majeure.

For the purposes of any of the provisions of this Agreement neither the Agency nor the Developer, as the case may be, nor any successor in interest to either of them shall be considered in breach of or default in its obligations with respect to the preparation of any element of the Project Site for development, preparation and submission of plans and drawings, the beginning and completion of construction of the Project, or any other obligations created hereunder or progress in respect thereto, in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault, acts of God or of the public enemy, acts of the government (provided that the Agency's or the Developer's acts will not relieve it from responsibility hereunder), acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of suppliers or subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay the time or times for performance of the obligations of the Agency or the Developer, as the case may be, shall be extended for the period of the delay; provided, however, that neither Party shall be excused under this Section from performance of any of its obligations for a period longer than one (1) year in the aggregate; and provided, further, that in no event shall the financial incapability of a party relieve it from its obligations hereunder.

Article 11 REIMBURSEMENTS BY THE DEVELOPER

Section 1101 Reimbursement Amounts.

If the Developer fails to meet the design development drawings or construction deadlines as provided in Section 602, it shall reimburse the Agency a portion of the Agency's contribution (the "**Reimbursement**"). The total Reimbursement amount shall be equal to $2,500,000 and shall be divided into fourteen (14) equal amounts of $178,571. Developer's reimbursement obligations shall arise and Developer shall pay Agency $178,571 for each stage of each element of the Private Improvements (i.e., the submittal of the Design Development Drawings and the construction of each such element) that is not completed by Developer in accordance with the Schedule of Performance and Section 602. The Reimbursement payments shall be the property of the Agency, held in a separate interest-bearing account until the earlier of completion of all Private Improvements or the tenth anniversary of the earlier of (i) the Agency's approval of the Development Agreement or the Master Plan, as applicable under Section 311, and (ii) the first acquisition of any of the Acquisition Parcels by condemnation, at which time all funds remaining in the account may be moved from the account, mingled with other Agency funds and used by Agency.

Section 1102 Reconciliation of Reimbursement Payments.

To the extent Developer has made Reimbursement payments, Agency shall return all such payments (less Agency's administrative costs associated with establishing and maintaining the account) to Developer if Developer completes construction of at least 90% of the Private Improvements within seven (7) years from the approval date of the Master Plan. Agency shall return 50% of such Reimbursement payments (less Agency's administrative costs associated with establishing and maintaining the account) if Developer completes construction of at least 65% of the Private Improvements within seven (7) years from the approval of the Master Plan.

Section 1103 No Building Permit During Outstanding Reimbursement; Nonexclusive Remedy.

Until the portion of the Reimbursement due hereunder is paid by the Developer, Developer shall be prohibited from submitting to the City an application for a building permit for any subsequent element of the Project. Except as set forth in Section 602, neither Developer's payment nor Agency's rights pursuant to or under Article 11 shall limit or preclude the exercise by Agency of any of its other rights and remedies under this Agreement.

Article 12 PUBLIC IMPROVEMENTS WITH NO LID

In the event no LID is formed because Developer has made the request prescribed by Sections 109, 311 and 501, then, once Agency has indicated that the conditions of Section 311 have been met to its satisfaction (or waived by Agency), the Developer shall design, obtain approvals and permits for, and complete construction of, the Public Improvements as described and depicted in the Scope of Development, the Public Improvement Plan, the Master Plan and the Development Agreement. Developer shall commence and diligently pursue through completion construction of the Public Improvements. The construction of the Public Improvements shall be consistent with the timelines established and set forth in the Schedule of Performance and, in any event, shall be completed on or before the date set for completion of Element 1 of the Private Improvements. The selection and awarding of a contract of and to a contractor shall be made pursuant to applicable state laws. In addition, the following shall apply to the Developer's construction of the Public Improvements.

A. The design of the Public Improvements shall be subject to the Agency's approval and in compliance with the Keizer Street Standards and the design standards of the Development Code. The Design Development Drawings and 100% construction drawings for the Public Improvements shall be submitted together and in accordance with the submittal of the documents relating to Element 1 of the Private Improvements under Section 602.

B. The construction contract shall be competitively bid and the contract awarded and the work performed in connection therewith, shall be in compliance with all applicable federal, state and local laws. No development or construction permits will be applied for or issued prior to Agency's written approval that the contracts comply with all applicable law.

C. Upon completion and acceptance by the City or Agency of, the Public Improvements, the Developer shall convey the Public Improvements to the City or the Agency. Upon conveyance, the Agency shall pay the Developer the sum of $4,500,000, which payment shall satisfy the requirements of Section 901A; provided, however, that the Agency shall not be obligated to pay such sum unless and until the Developer completes construction and the Agency or the City is prepared to accept the Public Improvements; and, provided further that the cost of acquiring the Area B Acquisition Parcels shall be deducted from Agency's total financial contribution amount of $4,500,000. If, after requesting that an LID not be formed, the Developer fails to commence or complete the Public Improvements within such timeframe or if the Developer fails to complete them to the standards required under this Agreement and the Code, the parties agree that (i) the Developer shall, upon Agency request, execute all documentation necessary to confirm Agency or City ownership of the Project Site parcels on which the Public Improvements will be located; (ii) the City or the Agency may build or rebuild the Public Improvements or portions thereof, as applicable; and (iii) the costs of building or rebuilding the Public Improvements may be assessed against the privately-owned Village Center Area properties. In the event an LID is formed for the purpose of building or rebuilding the Public Improvements, the total amount assessed against the privately-owned Village Center Area properties shall not include the cost of the Acquisition Parcels located in Area B, or portions thereof, acquired for the Public Improvements or $4,500,000 associated with Agency funding. The nonremonstrance agreements provided by the Developer under Section 311 shall be applicable to an LID established for purposes of building or rebuilding the Public Improvements.

D. The amount of the performance and payment required by Section 311 shall be reduced to $2,500,000, and the reduction of the amount of such bond, as provided in such section, shall occur only upon the reduction of the Developer's obligations under Section 1101.

E. The nonremonstrance agreement referred to in Section 501I. shall stay in effect until construction of the Public Improvements is complete, and the same has been accepted by the City or the Agency.

Article 13 GENERAL PROVISIONS

Section 1301 Project Managers.

A. Agency Project Manager. For the purposes of making determinations on or revising, where permitted, provisions of this Agreement on behalf of the Agency, or otherwise to represent the Agency with respect to the Project, the Agency shall designate a Project Manager, to be approved by the Developer. Upon the initial execution of this Agreement, the Agency Project Manager shall be the City Manager.

B. Developer Project Manager. For the purpose of making determinations on or revising, where permitted, provisions of this Agreement on behalf of the Developer, or otherwise to represent the Developer with respect to all elements of the Project, the Developer shall designate a Project Manager, to be approved by the Agency. Upon initial execution of this Agreement, the Developer Project Manager shall be RPS Development Company, Inc.

C. Selection of Contractor; CEM. If the LID is formed, the Agency Project Manager and the Developer Project Manager shall work together in a cooperative and efficient fashion to the greatest extent practicable. The Agency shall seek input from the Developer as Agency and City are considering engineering plans and other information pertinent to the general contractor construction bid package for the LID project.

Prior to completion of the engineering report contemplated by Section 501A., the Agency may elect to contract with an independent Construction Engineering Management firm ("**CEM**") to oversee the day-to-day operations of the construction of the Project. Due to the relationship of the Developer to the Project, and in recognition of the significant investment each party has made to promote the success of the Project, and understanding the necessity to seamlessly coordinate the public and private portions of the infrastructure improvements necessary to develop the Project, Developer shall be considered for such position in accordance with the selection process utilized by the Agency. The criteria likely to be considered by the Agency in making its selection shall include, but not be limited to the experience, capability and reputation of individuals or firms which could provide CEM services and the cost of such services (including the cost savings that may be available through contracting with Developer).

Section 1302 <u>Conflict of Interests.</u>

No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No elected or appointed official, employee or agent of the Agency shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Developer or its successor or on any obligations under the terms of this Agreement.

Section 1303 <u>Notice.</u>

A notice or communication under this Agreement by either Party to the other shall be deemed given or delivered forty-eight (48) hours after being dispatched and delivered by private messenger service, or registered or certified U.S. mail; postage prepaid, return receipt requested, and:

A. In the case of a notice or communication to the Developer, addressed as follows:

Northwest National, LLC
245 13th Street
Salem, Oregon 97301
Attn: Charles A. Sides

With copies to:

Richard W. Miller
Cosgrave Vergeer Kester LLP
805 S.W. Broadway, 8th Floor
Portland, Oregon 97205

And to:

Alan M. Roodhouse
RPS Development Company, Inc.
2653 High Heaven Road
McMinnville, Oregon 97128

B. In the case of a notice or communication to the Agency, addressed as follows:

Chris Eppley
Executive Director
930 Chemawa Road
Keizer, Oregon 97303

With a copy to:
E. Shannon Johnson
Lien & Johnson
4855 River Road North
Keizer, Oregon 97303

or addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this section. Notice given in any other manner shall be effective upon receipt by the party for whom the same is intended.

Section 1304 Merger and Integration.

None of the provisions of this Agreement are intended to or shall be merged by reason of a Deed transferring title to any parcel within the Project Site from the City to the Developer or from the Agency to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 1305 Headings.

Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 1306 Waivers.

No waiver made by a party with respect to the performance, or manner or time hereof, of any obligation of another party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the party making the waiver. No waiver by the City, the Agency or the Developer or any provision of this Agreement or any breach thereof, shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

Section 1307 Attorneys' Fees.

In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law.

Section 1308 Time of the Essence.

Time is of the essence of this Agreement.

Section 1309 Choice of Law.

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

Section 1310 Construction.

In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

Section 1311 Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

Section 1312 Entire Agreement.

This Agreement and the attachments hereto, which are incorporated herein by reference, are the entire agreement between the parties relating to the subject matter in this Agreement. There is no other oral or written agreement between the parties with regard to this subject matter. There are no oral or written representations made by either party, implied or express, other than those contained in this Agreement.

Section 1313 Modifications.

Any modifications to this Agreement shall be made in writing and executed by all parties to this Agreement.

Section 1314 Successors and Assigns.

The benefits conferred by this Agreement, and the obligations assumed thereunder, shall inure to the benefit of and bind the heirs, successors and assigns of the Parties, including any Mortgagee permitted by this Agreement and anyone acquiring an interest in the Project, or any portion thereof, at foreclosure. The covenants, rights, benefits and obligations of the Agency and the Developer and their remedies for breach thereof shall be covenants and conditions running with the land.

Section 1315 Place of Enforcement.

Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Marion County, or the United States District Court for the District of Oregon.

Section 1316 **No Partnership.**

Nothing contained in this Agreement or any acts of the parties hereby shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties.

Section 1317 **No Third Party Beneficiaries.**

Neither anything in this Agreement contained nor any acts of the parties hereby shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the parties.

Section 1318 **Representation by Counsel.**

Each of the parties has been represented by counsel in the negotiation and preparation of this Agreement. No presumption shall exist (i) in favor of a party by reason of the authorship of any provision of this Agreement or other transaction document by any other party or that party's counsel or (ii) against a party by reason of the authorship of any provision of this Agreement or other transaction document by that party or that party's counsel.

Section 1319 **Nonwaiver of Government Rights.**

Subject to and except as expressly set forth by the terms and conditions of this Agreement, by making this Agreement and delivery of the Deeds, the City and the Agency are specifically not obligating themselves, or any governmental agency with respect to any discretionary action relating to construction, development or operation of the improvements to be constructed on the Project Site, including, but not limited to, rezoning, variances, vacations, environmental clearances or any other governmental agency approvals which are or may be required.

Section 1320 **Approvals.**

Where approvals of the Agency or the City are required, the Agency will approve or disapprove or cause the City to approve or disapprove, within thirty (30) days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided herein to the contrary. Any disapproval shall state in writing the reasons for such disapproval. Approvals will not be unreasonably withheld, except where rights of approval are reserved to the Agency's or the City's sole discretion.

Section 1321 **Estoppel Certificates.**

The Agency and the Developer shall at any time and from time to time, within thirty (30) days after written request by the other, execute, acknowledge and deliver to the party which as requested the same or to any prospective mortgagee, tenant or subtenant designated by the Developer, a certificate stating that (i) the Agreement is in full force and effect and has not been modified, supplemented or amended in any way, and if there have been modifications, the Agreement is in full force and effect as modified, identifying such modification agreement; and if the Agreement is not in force and effect, the certificate shall so state; and (ii) all conditions under the Agreement to be performed by the Agency or the Developer, as the case may be, have been satisfied and, as of the date of such certificate, there are no existing defenses or offsets which the Agency or the Developer, as the case may be, has against the enforcement of the Agreement by the other party, or, if such offsets, the certificate shall so state.

Section 1322 Good Faith and Fair Dealing Obligations.

The parties intend that the obligations of good faith and fair dealing apply to all actions on the part of either party under ~~to~~ this Agreement, notwithstanding the ability of either party to act, or to refrain from acting, in its "discretion" or its "sole discretion.."

Section 1323 Calculation of Time.

All periods of time referred to herein shall be calendar days and include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or a legal holiday in the State of Oregon.

Section 1324 Compliance with Laws.

Developer shall comply with all applicable federal, state and local laws in the construction of the Project, including the Public Park, the Pathway and the Plazas which constitute public improvements and, as such, trigger specific state laws, and in fulfilling its obligations under this Agreement, including but not limited to, the Americans with Disabilities Act (42 USC Section 12101, *et seq.*). Developer represents and covenants that it is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Agreement. Developer further represents and covenants that it has filed federal and state income tax returns in the name of the business, for the previous year, for labor or services performed as an independent contractor in the previous year.

Section 1325 Waiver of Surety Defenses.

Developer and its successors and assigns, and all persons (except the Agency), who are or shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waive, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, all claims and defenses based upon extension of time, indulgence, or modification of terms of Agreement.

Section 1326 **Pledging of Tax Increment Funds; Creation of Debt.**

The parties acknowledge and agree that the Agency has not pledged any of its tax increment revenues to any amounts due under this Agreement. The parties further acknowledge and agree that the Agency's outstanding and future bonds, notes and other debt obligations have a superior lien on the tax increment revenues to any amounts due under this Agreement and that the obligations of the Agency do not constitute a debt of the Agency or the City or any other political subdivision of the state.

Section 1327 **Statutory Disclosure.**

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Section 1328 **Recording.**

A memorandum of this Agreement shall be recorded in the deed records of Marion County.

URBAN RENEWAL AGENCY
OF THE CITY OF KEIZER

By:______________________________
Lore D. Christopher, Chair

NORTHWEST NATIONAL, LLC

By:______________________________
Charles A. Sides, Managing Member

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on ________________, 2003, by Lore D. Christopher, as the Chair of the Urban Renewal Agency of the City of Keizer.

____
Notary Public in and for the State of Oregon
My Commission expires: __________________

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on ______________, 2003, by Charles D. Sides, the Managing Member of Northwest National, LLC.

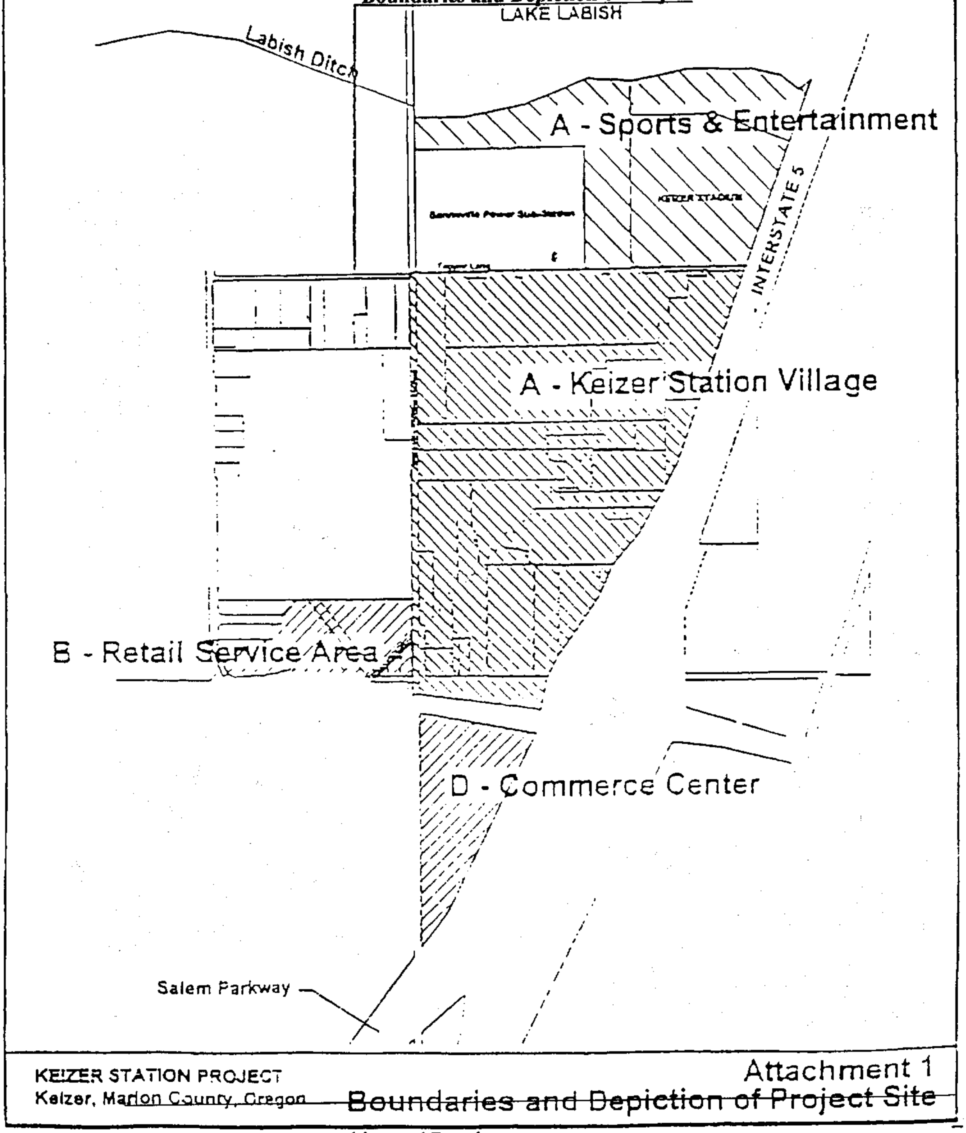
____
Notary Public in and for the State of Oregon
My Commission expires: __________________

LIST OF ATTACHMENTS

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 1

Boundaries and Depiction of Project



AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 2

City Parcel

Letter Designation	Map Index	Tax Map	Tax Lot	Acres	Plan Area Designation
E	202-B	63 W 36BC	06000	3.10	B - Retail Service Area

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 3

Developer Parcels

No.	Transferor	Acreage	Tax Lot(s)
1	Carter	4.87	100, 500
2	Bohanan	3.32	100, 300, 400
3	Bohanan	2.92	500
4	Henry	7.85	700
5	Matt	2.92	1400
6	Walls	.94	600, 700
7	Wolgamont	.79	1200
8	Murdock	1.6	400
9	Zink	.72	900
10	Young	.69	1100
11	Hillyer	.48	1000
12	Nelson	.82	900
13	Mires	4.94	600, 700, 800
14	Hayes	3.47	200, 400
15	Hayes	12.61	600
16	Hayes	7.84	1100
17	Coburn	2.98	1300
18	Ditchen	5.38	100
19	Goodlett	15.17	500
20	Mutschler	1.18	500

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 4

Acquisition Parcels

No.	Transferor	Acreage	Tax Lot(s)
1	Sloan	.95	300
2	Chike	.59	800
3	Dunham	.60	200
4	Herberger	2.67	1200, 1300
5	Lowery	2.47	1500
6	Lowery	1.82	600, 700, 800
7	Leupitz	.91	300

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 5

List of 27 Village Center Area Parcels

No.	Transferor	Acreage	Tax Lot(s)
1	Carter	4.87	100, 500
2	Bohanan	3.32	100, 300, 400
3	Bohanan	2.92	500
4	Henry	7.85	700
5	Matt	2.92	1400
6	Walls	.94	600, 700
7	Wolgamont	.79	1200
8	Murdock	1.6	400
9	Zink	.72	900
10	Young	.69	1100
11	Hillyer	.48	1000
12	Nelson	.82	900
13	Mires	4.94	600, 700, 800
14	Hayes	3.47	200, 400
15	Hayes	12.61	600
16	Hayes	7.84	1100
17	Coburn	2.98	1300
18	Ditchen	5.38	100
19	Goodlett	15.17	500

20	Mutschler	1.18	500
21	Sloan	.95	300
22	Chike	.59	800
23	Dunham	.60	200
24	Herberger	2.67	1200, 1300
25	Lowery	2.47	1500
26	Lowery	1.82	600, 700, 800
27	Leupitz	.91	300

KEIZER SINCE 1982

CITY OF KEIZER
NOTICE OF SPECIAL MEETING

URBAN RENEWAL AGENCY SPECIAL MEETING

NOTICE is hereby given that the Urban Renewal Agency of the City of Keizer will meet on **Wednesday, November 5, 2003 at 1:30 p.m.** The agenda includes a Resolution Authorizing the Mayor to Enter the Disposition Development Agreement with Northwest National LLC for the Keizer Station project.

The meeting will be held in the Robert L. Simon Council Chambers, Keizer City Hall, 930 Chemawa Road NE, Keizer, Oregon.

Questions regarding this session may be directed to Chris Eppley, City Manager at 390-3700.

Dated this 3rd day of November, 2003.

Tracy L. Davis, CMC
City Recorder

Notice for Information Purposes Only.

Upon request, auxiliary aids and/or special services for those with disabilities will be provided. To request services, please contact us at 390-3700 or through Oregon Relay 1-800-735-2900 at least two working days (48 hours) in advance..