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

KEIZER CITY COUNCIL/URBAN RENEWAL AGENCY
EXECUTIVE SESSION
Monday, September 22, 2003
5:30 p.m.
Keizer City Hall
Keizer, Oregon 97303

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **DISCUSSION**

   a. **Pursuant to ORS 192.660(1)(e) (To conduct deliberations with persons designated by the governing body to negotiate real property transactions)**
   b. **Pursuant to ORS 192.660(1)(f) (To consider records that are exempt by law from public inspection)**

4. **ADJOURNMENT**

Upon request, auxiliary aids and/or special services for those with disabilities will be provided. To request services, please contact us at (503) 390-3700 or through Oregon Relay 1-800-735-2900 at least two working days (48 hours) in advance.

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public and under certain circumstances the media also. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

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

KEIZER CITY COUNCIL
SPECIAL SESSION
Monday, September 22, 2003
6:30 p.m.
Robert L. Simon Council Chambers
Keizer City Hall
Keizer, Oregon 97303

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

This time is provided for citizens to address the Council on matters not scheduled on the agenda.

4. ADMINISTRATIVE ACTION

- **Development Disposition Agreement with Northwest National LLC - Keizer Station Project**

5. OTHER BUSINESS

6. ADJOURNMENT

Upon request, auxiliary aids and/or special services for those with disabilities will be provided. To request services, please contact us at (503) 390-3700 or through Oregon Relay 1-800-735-2900 at least two working days (48 hours) in advance.

3rd time

Employment Policies
Policy No. 10.500

SECTION:	GENERAL EMPLOYMENT POLICIES – **DRAFT** #3
TOPIC:	Recruitment and Selection **Effective Date:**

I. Policy
It is the policy of the City of Keizer to comply with all provisions of Equal Employment Opportunity laws as interpreted by the courts. Recruiting, selecting and advancement of employees will be on the basis of their ability, knowledge and skills, including open competitive consideration of applicants for all initial hiring

II. Scope – This policy applies to recruiting and selecting of employees for all positions.

III. Purpose
To establish a framework, authority and responsibility in recruiting and selecting the best employees available.

IV. **Responsibility** – The Human Resources Director will be responsible to ensure that all appropriate recruiting and selection policies have been followed for all applicants.

V. Procedures

~~10.501~~ Vacancies
When a personnel vacancy occurs, the City Manager or department director shall advise Human Resources of anticipated staffing needs. The following steps will govern the recruiting and selection process.

(a) Department heads will notify the Human Resources Dept. that an opening exists.

(b) In keeping with its goal of promoting from within, City employees are encouraged to apply for positions for which they feel qualified. Promotions and transfers from within the City are made when appropriate and possible. Employees interested in applying for vacant positions, and/or transferring, must notify their supervisor, and apply through the open recruitment process.

(c) All recruitments will be advertised, and will include proper legal notification of equal employment opportunity~~, such as including EEO~~.

(d) Recruitment documents developed by HRD to include open and close date, position description, qualifications and applications process. & review by CM.
MIN

(e) City Manager must approve all hirings.

~~10.502~~ **Interview Team Panel**
Employment interviews will be conducted for every recruitment in a team panel format. ~~Members of the interview panel may be appointed by the City Manager, Human Resources Director and Department Director or designees.~~

10.503 Application Process

(a) Application documents are to be directed to the attention of Human Resources. Human Resources and at least one other city employee will screen applications for qualifications.

(b) Prior to an offer of employment, a ~~thorough~~ reference check, either by telephone or letter, wi~~ll be conducted~~.

(c) Any employment offer ~~is~~ may be contingent upon the successful completion of the reference check, passing a drug screening, passing a physical and/or psychological evaluation, criminal bkgrnd depending upon the position.

(d) All employment offers will be negotiated by the Human Resources Director and approved by the City Manager.

(e) See Compensation Policy for starting salary perimeters.

10.504 Temporary Positions

(a) In some cases, positions may need to be filled on a temporary basis until an employee can be hired to fill the position on a regular full-time basis if warranted. When this occurs, the temporary position shall last no longer than six (6) months and approval from the City Manager is required. Open recruitment procedures are not required for temporary positions.

10.505 Reemployment

(a) Upon approval of the City Manager, an employee who resigned in good standing with the City may be rehired.

(b) All rehires will be treated the same as new employees to include the six (6) months trial service period at an entry level salary scale.

(c) Employees who resigned without adequate notice or who were dismissed for cause will not be considered for reemployment.

10.506 Employment of Relatives

(a) Two members of an immediate family may not be employed at the same time when such employment results in an employee supervising a member of his/her immediate family.

(a) The provisions of this section shall apply to promotions, demotions, transfers, reinstatements and new appointments.

(b) In the event that two employees become immediate family members and a supervisory relationship exists, the employees and the City Manager will jointly attempt to find an alternative work assignment for one of the two employees. If no alternative assigament is available within ninety (90) days, it will be necessary for one of the two employees to resign.

(c) The City will not hire a person if a member of that person's immediate family is on the City Council.

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 including those made on ___________ and ____________. 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 _______ presentation, 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 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

Article 1 SUBJECT OF AGREEMENT

§101 Definitions.

"Acquisition Budget" shall have that meaning set forth in Section 303 of this Agreement.

"Acquisition Account" shall mean the account established by the Parties into which the Developer will deposit funds to meet its financial obligations and from which the Agency may unilaterally withdraw such funds, all pursuant to the terms and conditions of this Agreement.

"Acquisition Parcels" shall mean those Project parcels listed on Attachment 6A of this Agreement that Developer is unable to acquire on or before the date set forth in Section 301.

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

"Area" or **"Areas"** shall have that meaning set forth in ~~Recital E of this Agreement~~the Keizer Station Plan.

"City" shall mean the City of Keizer, Oregon.

"City Parcel" shall mean Tax Lot 06000 of Keizer Station Plan Area B, as shown on Attachment 4 of this Agreement.

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

"**Developer Parcels**" shall mean those parcels acquired and owned by Developer on or before the dates set forth in the Schedule of Performance attached as Attachment 3B and as listed on Attachment 5 of this Agreement.

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

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

"**LID**" shall mean the local improvement district that may be formed by the City in accordance with the terms and conditions of this Agreement.

"**LID Cap**" shall mean $18,300,000, the maximum total actual cost of the LID project, including the cost of the land.

"**Master Plan A**" shall mean the plan submitted by Developer and approved by Agency and City ~~pursuant to the terms and conditions of this Agreement~~with respect to the Public Improvements, provided, such plan shall include private area building locations, parking lot and landscaping improvements, and pedestrian circulation in reasonable detail to allow the Agency and City to understand the proposed context of the Public Improvements.

"**Master Plan B**" shall mean the plan submitted by Developer and approved by Agency and City with respect to private area development of the entire Village Center Area.

"**Pathway**" shall mean a multi-purpose pathway, which shall be at least twelve feet (12') in width, constructed 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, in total measuring at least 8,000 square feet in size, provided further that none of the individual Plazas shall be smaller than 1,000 square feet, constructed and owned 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~~the conditions of which have been met for purposes of concluding this Agreement, and which, upon full execution of this Agreement, shall have no further force and effect.

"**Private Improvements**" shall mean those improvements developed and constructed by the Developer pursuant to the terms and conditions of this Agreement and as shown and described on Attachment 2 of this Agreement.

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

"**Project Site**" shall mean the area depicted in Attachment 1 of this Agreement.

"**Proposal**" shall have the meaning set forth in Recital ~~D~~E of this Agreement.

"**Public Park**" shall mean the area measuring at least —— 1-1/4 acres in size which shall consist of a minimum of 8,000 square feet around the periphery of the area improved with public park day-use amenities (e.g., picnic tables, benches and related hardscape like Millennium Park in Lake Oswego) and the remaining area to contain a wetlands/mitigation park-like environment, to be constructed and owned by the Agency or the City, all in accordance with the terms and conditions of this Agreement.

"**Public Improvements**" shall mean the Public Park, the Pathway and the other right-of-way and utility improvements constructed or paid for and owned by the Agency or the City, as set forth under this Agreement.

"**Schedule of Performance**" or "**Schedules of Performance**" shall mean the schedule or the schedules of construction and development for both the Public Improvements and the Private Improvements, depending on the context, as set forth in Attachments 3A and 3B of this Agreement, respectively.

"**Scope of Development**" shall mean the Project improvements as generally depicted on Attachment 2 and which shall be provided in more detail in the Master Plan.

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

"**Village Center Area**" shall mean the area generally described in Section 104, comprised of twenty-seven (27) parcels, as listed on Attachment 6B of this Agreement.

§102 <u>Purpose of Agreement</u>.

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 Keizer Development Code.

§103 <u>The Project Site</u>.

The Project Site consists of certain real property located in the City of Keizer the boundary of which property is shown and described in Section 104 and on Attachment 1.

§104 <u>Keizer Station Areas Affected By The Project</u>.

The Project consists of redevelopment of the following Areas of Keizer Station for 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.

§105 The Agency.

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.

§106 The Developer.

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

§107 Schedule of Performance.

The Project, consisting of both the Private Improvements and the Public Improvements, shall be developed in accordance with the Schedules of Performance set forth under Attachments 3A and 3B. The Private Improvements shall be developed in no more than ~~six (6)~~seven (7) elements. Each element shall include, at a minimum, the Private Improvements listed on Attachment 2.

§108 General Description of the Project.

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, except that the Agency shall retain the portion of such parcels, if any, that are to be used for public purposes;

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

D. The formation by the City of the LID, providing for the construction of roads, utilities and other public improvements intended for public use (such as the Public Park and Pathway), as such Public Improvements are generally described in this Agreement and included with more specificity in the Master Plan.

E. The construction and development of the Private Improvements by the Developer, as shown or listed on or within the Scope of Development included in Attachment 2, which, at a minimum shall include two nationally recognized retailers. each of which shall occupy buildings of at least ~~—,000~~80,000 square feet in size, and other Private Improvements set forth in ~~the~~ Master Plan B.

§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~~, the vacation of the rights-of-way~~, and request~~ing~~ that the City vacate the rights of way in accordance with Master Plan A, and 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 appointed and elected officials, employees and agents harmless from all~~waives all claims, causes of action, or damages of any nature~~,~~ that the Developer may otherwise have ~~or suffer resulting from the same~~against the Agency, the City, their officials, employees and agents.

Article 2 PROPERTY WITHIN THE PROJECT SITE

The parcels of real property that comprise the Project Site within all Areas are identified hereinafter by a letter designation, the Map Index, Tax Map and Tax Lot number and by the Plan Area in which they are located. The Project Site consists of a parcel owned by the City, identified on Attachment 4; parcels owned or controlled by the Developer, identified on Attachment 5; the Acquisition Parcels, identified on Attachment 6; and property owned by the Confederated Tribes of Grand Ronde and the Confederated Tribes of Siletz, all of which is located within the Commerce Center Area (or Area D). Assessor's tax maps depicting the locations of all of the Project Site parcels are included as Attachment 7.

Article 3 PROVISIONS RELATING TO ACQUISITION PARCELS

§301 <u>Acquisition of Acquisition Parcels.</u>

The Developer shall attempt to acquire or put under contract all of the ~~Project~~ parcels in the Village Center Area on or before ______Master Plan A has been approved by the Agency and the City, no appeal of such approval shall have been filed, and the time for appealing the same shall have expired (the "Final Developer Purchase Date"), in accordance with the ~~Scope~~Schedule of Performance. In the event Developer is unable to acquire all of ~~the Project~~such parcels on or before the Final Developer Purchase Date, Developer shall provide written notice to Agency. 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. Within thirty (30) days of receiving Developer's notice, Agency shall initiate the acquisition of all or part of the Acquisition Parcels.

Agency shall ~~base its~~initiate the acquisition ~~determination upon whether~~process if Developer has met~~, to the Agency's satisfaction,~~ (i) the conditions set forth in this section; and (ii) the conditions set forth in Section 311. Agency shall proceed with acquisition only so long as Developer ~~has deposited into an account, in a manner acceptable to Agency in its sole discretion, adequate funds to acquire the property as set forth and~~is in compliance with ~~Section 303~~this Article 3.

Other than those parcels or portions of those parcels that will be used for (1) that portion of the Village Center Area necessary for public rights-of-way within such area; (2) ~~a p~~the Public ~~p~~Park~~, as more particularly described in Section 603~~; and (3) ~~a multi-use pathway as more particularly described in Section 603~~the Pathway, Agency shall convey the Acquisition Parcels to the Developer. The Agency's conveyance and the Developer's acceptance of the Acquisition Parcels shall be subject to the terms and conditions of this Article 3, Article 5 and all other applicable provisions of this Agreement.

§302 Site Feasibility Assessment.

Prior to the acquisition of any of the Acquisition Parcels by the Agency, the Developer may request and, at the Developer's expense, Developer may cause to be prepared for the Project Site by a consultant or consultants approved by the Developer, 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 of 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.

§303 Development of Acquisition Budget and Acquisition Account.

On or before the date shown in the Schedule of Performance for the development of an Acquisition Budget, the Agency and the Developer will establish (i) a budget for the Agency's acquisition and conveyance to the Developer of the Acquisition Parcels (the "Acquisition Budget"), (ii) an account into which Developer will deposit funds to be applied to Agency's acquisition of such parcels by condemnation (the "Acquisition Account"); and (iii) processes for the deposit and disbursement of funds from the Acquisition Account, including adjustments, as necessary to accommodate the parties agreement relating to the cap on the LID, as specified under Section 502 and as generally set forth in this Section 303. The Acquisition Account shall be established at the offices of ________ and shall be a non-interest bearing account.

The parties agree that the Acquisition Account shall be established for the purpose of Developer satisfying its financial obligations regarding the Agency's condemnation of certain parcels and related costs under this Agreement. For example, Agency may use the funds that Developer deposits in the Acquisition Account to effect cost reconciliations associated with Agency's acquisition and transfer to Developer of one or more of the Acquisition Parcels to be obtained by condemnation (or portions thereof)~~, LID project cost increases and the satisfaction of the Reimbursement obligations, of Developer~~. ~~In the event Agency determines, in its sole discretion, that the account does not include funds sufficient for such purposes, Developer shall deposit additional funds into the account.~~Developer shall keep enough funds to meet its financial obligations hereunder. With respect to Agency's acquisition of the Acquisition Parcels, such obligations shall consist of:

A. <u>Price of Parcels and Costs of Sale and Purchase</u>. The ~~estimated~~ purchase price for the Acquisition Parcels, ~~based on appraisals,~~ together with all ~~estimated~~ costs and expenses incident to such purchase, including, but not limited to, appraisals, commissions, relocation, title insurance escrow fees and closing costs shall be deposited in the applicable closing escrow by Developer immediately prior to the scheduled closing date; plus

B. <u>Condemnation Costs</u>. All 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 shall be deposited in the Acquisition Account immediately upon written notice by the Agency that it is required by applicable law to make such funds available.

to ~~the total estimated by the Agency, of the Acquisition Parcels Agency then intends to acquire~~.

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 305A and an estimate of the costs of condemnation. 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 filing a complaint, Agency will provide an additional notice to Developer of the filing and of the updated cost estimate ~~and within five (5) days of receiving such notice Developer shall contribute funds to the Acquisition~~

~~Account in an amount equal to the total condemnation costs, as estimated by the Agency, of the Acquisition Parcels Agency then intends to acquire~~.

With respect to the acquisition of property by Agency, through condemnation or otherwise, Developer may, in the event that the estimated acquisition cost for one or more parcels exceeds the Developer's projected acquisition costs for one or more Acquisition Parcels, elect in writing to terminate this Agreement.~~; provided, however, that Developer may elect to terminate this Agreement pursuant to this Section 303 only i~~If Agency receives such written termination notice ~~prior to~~ after Agency's acquisition of any of the Acquisition Parcels, then the Acquisition Parcel shall be retained by Developer or disposed of as Developer and Agency shall agree; provided, however, that any such agreement shall be in accordance with Oregon law with respect to property acquired by condemnation or under threat of condemnation. ~~Developer's right to terminate this Agreement pursuant to this Section 303 shall automatically be rendered void upon Agency's filing of a complaint to condemn or closing escrow for any one or more of the Acquisition Parcels.~~

§304 Monitoring of the Acquisition Budget; Acquisition Account.

The Agency shall develop a procedure to monitor the Acquisition Budget and the Acquisition Account and shall keep Developer current, by written notice, of changes to either~~from time to time provide reports or updates about or to the Acquisition Budget and the Acquisition Account to Developer~~.

§305 Agency Condemnation Procedure.

The Agency shall use reasonable best 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 this Article 3 and Article 4. ~~In the event Agency proceeds~~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. 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.

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 ~~reimburse the Agency for~~contribute to the Acquisition Account all costs, disbursements, and fees incurred in preparing and conducting the condemnation action as set forth in Section 303.

I. The Acquisition Parcels may thereafter be used only for the purpose for which they were acquired. ~~Developer acknowledges that a~~Any of the Acquisition Parcels acquired by Agency pursuant to condemnation shall ~~not thereafter~~ be transferred or conveyed to Developer or any other person or entity ~~without a reversionary interest being retained by Agency and/or covenants being recorded against the properly relating to such use of the property~~subject to the terms of this Agreement and subject to any and all reversionary rights provided by Oregon statutory law.

§306 Conveyance of Title and Delivery of Possession.

Conveyance to the Developer of title to or possession of the Acquisition Parcels shall be completed upon the latter of the Developer's timely deposit of funds into the Acquisition Account 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, in accordance with the Master Plan, determine whether the particular Acquisition Parcel, or any portion thereof, will be used for public purposes. If all of a part of an Acquisition Parcel is intended for public use, Agency shall have a legal description prepared to describe the area intended for public use. Notwithstanding any other provision of this Article 3, the Acquisition Parcels shall only be transferred to Developer after Developer executes a deed or dedication for the portion intended for public use.

§307 Condition of Title.

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.

The City or Agency shall convey or cause to be conveyed 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 to remove at closing (the "**Permitted Exceptions**"). All Acquisition 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.

§308 Form of Deed.

The Agency shall convey title to the Acquisition Parcels to the Developer in the condition provided in Section 309 of this Agreement by bargain and sale deed or deeds (the "**Deed**" or "**Deeds**"), subject to the Permitted Exceptions. Likewise, Developer shall convey title to the right of way parcels to the City in the condition provided in Section 309 of this Agreement by bargain and sale deed or deeds (the "**Deed**" or "**Deeds**"), subject to the Permitted Exceptions.

§309 Title Insurance.

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.

§310 Physical Condition of the Acquisition 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 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 Project Site, shall be the sole responsibility of ~~the Developer~~parties other than the Agency. 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.

§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, prior to the Agency either initiating the acquisition of one 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 provide the following information which Agency in its sole discretion finds acceptable in both form and substance:

A. 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.

B. The Developer shall not be in default under any material term or condition of this Agreement.

~~C. The Developer shall have provided to the Executive Director, or his designee true copies of letters of intent to lease, which shall include all material terms and be executed by the Developer and two major tenants who will be leasing property within the Village Center Area.~~

~~D.~~C. The Developer shall have 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) True copies of letters of intent to buy or lease, with economic terms blacked out, executed by the Developer and two major tenants;

~~(1)~~(2) Current financial statements for the Developer and every member thereof;

~~(2) An accounting of expenditures and encumbrances by the Developer to date in furtherance of the Project;~~

(3) Evidence of financing, including a lender's commitment letter and/or evidence of equity contributions to the Developer, or commitments by major national tenants to provide funds, 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~~ or, at a minimum, those Private Improvements included in Element 1 of the Project, as described in Attachment 2, and the collateralization for such~~ in at least one Element.

(4) The Developer's then current business plan and schedule of development for completing the private development of the ~~Project which shall include, at a minimum, a revised Schedule of Performance, a Project budget and financial statements relating to the company and the Project~~Village Center Area, which plan shall generally portray all elements of the Private Improvements; and

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

~~E.~~D. The Developer shall have provided to the Executive Director, or his designee, ~~written~~ evidence of title or copies of executed option or earnest money agreements to indicate that the Developer has acquired or has under control at least 20 of the 27 parcels in the Village Center Area~~; provided, however, that Agency shall neither file a condemnation complaint nor close escrow on any of the Acquisition Parcels and City shall neither declare its intention to make the LID improvements nor proceed with the LID in any other manner until and unless Developer provides Agency with copies of deeds for at least 20 of 27 parcels comprising the entire Village Center Area, as listed on Attachment 6B~~, and has acquired in fee all parcels, other than the Acquisition Parcels, needed for the Public Improvements.

~~F.~~E. The Developer shall have obtained the City's approval of ~~the~~ Master Plan A~~for the Project~~ which shall include descriptions, elements and necessary tribal and governmental, including but not limited to ODOT, approvals relating to the transportation infrastructure, pedestrian circulation, the Public Park, the Pathway and all Private Improvements. The Developer shall have obtained the Agency's approval of such plan before submitting it to the City. Agency's approval of ~~the~~ Master Plan A 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. Upon the City's request, the Developer agrees to extend the time during which the City would otherwise be required to approve or deny the Master Plan pursuant to ORS 197.370, provided the City uses good faith efforts and due diligence to prosecute such process to conclusion.

~~**G.** All land use approvals, other governmental approvals and building and construction permits sufficient to commence the construction of Element 1 of the Project shall have been obtained, no appeal of any such approval or permit shall have been filed and the time for appealing the same shall have expired.~~

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

~~I.~~G. No litigation or ballot measure is pending that prevents the Agency or the Developer from performing their respective obligations under this Agreement.

~~**J.** The Parties shall have agreed as to the form of covenant to be recorded against the Project Site (or individual parcels).~~

~~K.~~H. The Developer shall have executed agreements of nonremonstrance pursuant to the terms and conditions of this Agreement, including Article 5 and Section 608.

~~**L.** The Developer shall have provided assurances to the Agency relating to the appropriateness of forming a separate LID for the improvements described in Section 608.~~

~~**M.** The Developer can and will continue to meet these conditions through completion of the Project.~~

~~N.~~I. The Developer shall have provided Agency a performance and payment bond in an amount equal to ~~the financial obligations of Developer under this Agreement, but in any event in an amount equal to at least~~ $4,700,000. The bond shall be substantially in the form of Attachment 9 and secure Developer's performance and payment and shall further provide indemnity protection to 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 performance of this Agreement by Developer or its agents~~ the provisions of Section 602 and the first three years' debt service on the LID bonds. The parties ~~may mutually agree to~~ shall reduce the amount of the bond required under this Section 311 ~~as Developer meets its~~ to correspond with the reductions of Developer's financial obligations set forth in the previous sentence.

~~O.~~J. The Developer shall have provided all other information reasonably requested by Agency to demonstrate Developer's ability to perform its obligations under this Agreement.

~~The Agency will approve or disapprove, w~~Within ~~ninety (90)~~thirty (30) days after receipt of ~~the~~all material 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.

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 the 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

§501 Formation.

At such time as the conditions set forth in Section 311 have been met~~, Developer demonstrates continued compliance with such conditions~~ and all of the Acquisition Parcels have been acquired, the Agency shall request that City form the LID pursuant to this Article 5. At the same time, the Agency shall begin the process of selecting a CEM in accordance with the provisions of Section 1201.C.

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 proposed improvement and the land 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 improvement, including legal, administrative and engineering costs.

(4) An estimate of unit cost of the improvement to the benefitted properties~~,~~ on a per square foot of land area~~, per front foot, or another unit of cost~~ basis.

~~(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 cost of the improvement to benefited properties.~~

~~(6)~~(5) 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. The City shall either approve the report as submitted or direct that it be amended and approve the report as amended. The City shall thereafter, by resolution, declare its intention to make the improvements; provided, however, that the City may abandon the improvements if (1) the estimated cost of the improvements for the Project exceeds $18,300,000 and Developer has not agreed to fund such excess; or (2) the conditions of Sections 311E and 901 are not met.

C. If the City decides to proceed, it shall publish notice, once each week for two (2) successive weeks in a newspaper of general circulation, that it intends to make the 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 property, 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 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 improvement shall be taken for at least six (6) months. "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 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.

The Agency shall allocate the special assessment resulting from the LID, and any other assessment within the Village Center Area that results from public financing, by using a formula that apportions the cost on a per square foot of land area basis to each of the Parcels within such Area, and property both within and outside Keizer Station, to the extent such parcels and property benefit from the LID or such other public financing.

No parcel of any Area within Keizer Station shall be subject to any special tax assessment resulting from any public infrastructure development or construction located outside Keizer Station, except as provided in Section 901.D.

G. Once the final assessment is determined, the City Council shall send notice to the benefitted property 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 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 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 in accordance with Section 501.F.

I. The Developer, and Developer's successors and assigns, hereby specifically waive any and all right to remonstrate against formation of the LID; provided, however, prior to the Agency's publishing the notice pursuant to Section 501(C), it shall notify Developer of its intent to do so and Developer shall, within fifteen (15) days, elect in writing to proceed with the LID or require the City to terminate the formation of the LID. The right of Developer to so terminate the LID as provided in the previous sentence shall be unconditional. The Developer agrees to file a nonremonstrance agreement, pursuant to Section 311. The Developer shall be required to record the nonremonstrance agreement 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 property 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 any property to be assessed 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.

§502 LID Requirements.

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 shall 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, or provide an additional loan commitment regarding the same. In the event the City Council allows Developer to pay such difference, full payment must be received by the City 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, as provided in the following paragraph of this Section D, reduced by an amount equal to the additional cost of the work, unless Developer elects to pay such additional costs with an additional loan commitment. In the event a reduction to the land cost is not sufficient to pay the additional cost, Developer shall immediately deposit into the Acquisition Account 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 of 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, the Developer Parcels or portions thereof necessary to complete the LID improvement work. A cost of the lesser of (i) $8.50 per square foot or (ii) the appraised value shall be paid to the Developer for such property intended for public use.~~

As consideration for the Developer's dedication to the Agency of the public rights-of-way within the Village Center Area, the Agency shall pay the Developer out of the LID bond proceeds the appraised value of the land that is included in such rights-of-way, whether or not title to such land included in an Acquisition Parcel has been retained by the Agency; provided, however, that the Agency shall not pay the Developer in excess of $8.50 per square foot (approximately $3.8 to $3.9 million) for such land. The Agency shall also fully disclose to, and set up all arrangements for collection by, the Developer of all rebates and refunds available to the developer by reason of infrastructure costs incurred by it in the development of the Project, including, but not limited to, for the oversizing of utilities.

~~Further,~~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, would exceed $18,300,000 (the "LID Cap") and the Developer has not previously agreed to pay the amount of such excess. If the Developer has not so agreed and provided an additional loan commitment or other evidence satisfactory to the Agency, the downward adjustment in the price hereunder shall be equal to the amount of such excess. ~~If the LID Cap would be exceeded if the Developer were paid the amount due through the calculation set forth under this Section 502, above, then the price shall be adjusted downward until the total LID cost, including the cost of all of the land necessary for the entire LID improvement work, is less than or equal to $18,300,000.~~

§503 No LID.

If no LID is formed, regardless of the reason, Developer shall design, get approvals for and complete construction of the Public Improvements all in accordance with Master Plan A, and plans, specifications and procedures approved and accepted by the Agency and City in their sole discretion.

Article 6 DEVELOPMENT OF THE PROJECT

§601 Development and Construction of Public Improvements..

Subsequent to Developer meeting all of the conditions set forth in Articles 3, 4 and 5, and subject to all of the applicable terms and conditions of this Agreement, the City shall construct and develop the Public Improvements described and depicted in Attachments 2 and 8.

§602 Development and Construction of Private Improvements.

In consideration of the construction and development activities of the Agency and the City pursuant to this Agreement, and the agreements and covenants herein contained, the Developer shall construct and develop the improvements intended for private use, as set forth in the Scope of Development which is included as Attachment 2. The Developer shall commence and complete construction of the Private Improvements in accordance with the Schedule of Performance, as detailed in Attachment 3B. Developer may perform the Scope of Development in as many as (but no more than) ~~six (6)~~seven (7) separate elements in whatever order Developer prefers (for instance, element 3 as presented in the Scope of Development and the Schedule of Performance may be substituted for element 5 in terms of the order in which the elements may be constructed). The Scope of Development shall generally 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 first element, which for illustrative purposes has been identified within this Agreement as Element 1.

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 for redevelopment of the Project (including the Public Improvements) and shall submit such Drawings to Agency and the City for approval in accordance with the Schedule of Performance and for approval of Development Permits. The Design Development Drawings shall comply with all Agency and City design guidelines and requirements. All plans and specifications referred to in this Section 602A are referred to herein as the "Drawings."

Agency shall not unreasonably withhold its approval of any Drawings that meet or can be made to meet the following standards:

1. The relevant master plan (Master Plan A or Master Plan B);

2. The Urban Renewal Plan objectives;

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

4. Agency's reasonable 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 Keizer Development Code, the Drawings submitted by Developer for the major 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 after the City Council approves the engineer's report relating to the LID, or if the LID is not formed, after approval of Master Plan B; 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 the ~~full~~ Reimbursement described in Section 1003.

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 the ~~full~~ Reimbursement described in Section 1003.

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 within one hundred eighty (180) days after ~~commencement of construction of the Public Improvements~~ the full periods allowed in subsections D and E for the design and completion of the previous Element. If the

Developer does not furnish such complete drawings within such 180-day period, Developer shall immediately submit to Agency the ~~full~~ Reimbursement described in Section 1003.

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 second element 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 complete construction (and do all things necessary to complete construction, as set forth in this Section 602G) within such second 180-day period, Developer shall immediately submit to Agency the full Reimbursement described in Section 1003.

H. **~~Remaining~~Third and Fourth Elements – Applicable Timelines.** The Developer's responsibility for completing the third and fourth ~~all subsequent~~ elements of the Private Improvements shall follow the same one hundred eighty (180) day maximum period for submittal of complete design development drawings followed by a maximum of three hundred sixty-five (365) days for Developer's completion of construction drawings, approvals and permits, commencement and completion of construction, with ~~earlier of the actual substantial completion of the construction of the immediately preceding element or~~ the ~~date~~ the maximum allowable time set forth on the Schedule of Performance triggering the initial 180-day design development drawing timeline for each successive element. 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 pay the Reimbursement amount described in Section 1003. Developer's failure to meet any one of the deadlines shall not serve to modify the Developer's obligations to meet the deadlines for the next element. The deadlines for each element, which shall trigger Reimbursement obligations if not met, are set forth in Attachment 3B.

Notwithstanding any other provision of this Agreement, Developer shall complete construction of all elements of the Private Improvements within ~~the earlier of (i) ten (10) years of Agency's acquisition of any one or more of the Acquisition Parcels or (ii) the date set forth in the Schedule of Performance, Attachment 3B~~eleven and a half (11-1/2) years from the City Council's approval of the engineer's report relating to the LID or, if no LID is formed, the completion of the Master Plan B process.

§603 Construction of Public Area, Plaza Areas, and Multi-Purpose Pathway.

A. __Construction__. The parties agree that the following ~~public~~ areas shall be included within the Project:

(1) ~~A public park in the southeast portion of the Area, consisting of at least ____ (__) acres, in addition to any wetlands mitigation requirements or areas (the "**Public Park**")~~The Public Park;

(2) ~~Four smaller plaza areas, each measuring at least 1,000 square feet in size (the "**Plazas**")~~The Plazas; and

(3) ~~A multi-purpose pathway, 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 (the "**Pathway**")~~The Pathway.

The exact size and location of the Public Park, the Plazas and the Pathway shall be part of the Master Plan A approval process~~ subject to the Agency's prior written consent, which consent shall not be unreasonably withheld~~. The construction and all construction costs, of the Public Park and the Pathway shall be included within the LID project.

B. **Additional Development Costs.** The Developer shall bear all development costs of the Plazas and all costs of developing the Public Park 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. 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 in immediately adjacent areas of the Private Development on a reasonable basis.

§604 Cooperation.

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

§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.

§606 Taxes, Assessments, Encumbrances and Liens.

The Developer shall pay when due all real estate taxes and assessments, including LID assessments, assessed and levied on Parcels owned by the Developer within the Project Site. The Developer shall execute and file with the City all agreements of nonremonstrance as provided for in this Agreement.

§607 Water Rights.

In consideration of the Agency's covenants herein, the Developer shall grant the City any underutilized water rights associated with any existing functioning wells in the Village Center Area, subject to the condition that use of such rights shall not ~~materially~~ interfere with, or ~~materially~~ increase the costs of, the Developer's development of such Area.

§608 Nonremonstrance Covenant as to Entertainment & Sports Area.

It is ~~the preference of the Developer~~contemplated that the area in Keizer Station known as Area A – Entertainment & Sports Center (the "**Entertainment & Sports Center Area**") 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.

Article 7 SPECULATION AND ASSIGNMENT PROVISION

§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.

§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 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, 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 or 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 ~~more than~~ 51% or more of the partnership or limited liability company.

Article 8 COVENANTS; NONDISCRIMINATION

§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. ~~Both the~~ Master Plan A, Master Plan B 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, pursuant to Section 311.~~ If so desired by the Agency, Developer will include the above covenants in the shopping center restrictions and grants of easements it records against all of the Area A private development.

§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, sex, 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

§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 ~~up to~~ the first $4,500,000 of LID project costs.

B. ~~In no event shall the value of any one of the benefited properties within the LID, calculated so as to assume that the LID improvements have been completed, be less than three times the amount of the total, estimated or final assessment against that particular Project parcel.~~Subject to the conditions in Section 311 being met, initiate the formation of the LID to generate bond proceeds, from the sale of bonds, with a payment period of up to 30 years, and use such proceeds for construction of the Public Improvements; provided, however, that in no event shall the appraised value of the real property comprising the Village Center, Retail Service Center, and Commerce Center Areas after the construction of the public infrastructure contemplated by this Agreement be less than three times the amount of the LID.

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 shall establish a methodology for a tax overlay district encompassing Area A of Keizer Station 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 tax overlay methodology will be fair and only reimburse the City and the Keizer Fire District for their true costs of providing service to this area. One example of a methodology that could be used 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.) The tax overlay shall sunset at such a time as Area A 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 such district. [need follow up on this item]

§902 <u>Financial Commitments by the Developer</u>.

A. Developer shall pay for, and bear the entire cost of purchasing, the Acquisition Parcels 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 ~~as~~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's tenants/assignees shall pay, at the time of obtaining their building permits, all costs in connection with offsite development level transportation mitigation imposed by the City through an area-wide ~~specific~~ systems development charge ordinance adopted in accordance with State law. ~~Developer acknowledges and agrees that City may develop and apply an area specific transportation SDC and that the costs associated with off-site non-development level mitigation shall be considered thorough such an SDC.~~

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

§903 <u>Developer's Additional Covenants</u>.

The Developer covenants with the City and the Agency that, upon completion of the Project, the Developer shall assume liability for payment of the debt service on the LID with respect to Parcels that the Developer then owns.

The Developer further covenants with the City and the Agency that it shall not contest the creation of any local improvement districts, or the use of any other public financing, with respect to the development of public infrastructure and facilities within the Sports Center Area only to the extent such improvements directly benefit the improvements mentioned in Section 608.

Article 10 DEFAULT AND REMEDIES; TERMINATION

§1001 <u>Default/Cure</u>.

A. **<u>Default by the Developer</u>.** 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. <u>Default by the Agency</u>. 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.

§1002 Remedies Before City Formation of LID or Agency Acquisition of Acquisition Parcels.

In the event either Party defaults prior to formation of the LID or the Agency's acquisition of one or more of the Acquisition Parcels, 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.

§1003 Remedies Subsequent to City Formation of LID or Agency Acquisition of Acquisition Parcels.

In the event either Party defaults after formation of the LID or the Agency's acquisition 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, to the extent only of Developer's default in the performance items bonded, the Agency shall have the right to make a claim on the bond provided by Developer pursuant to

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.

~~If the Developer fails to fully comply with the design development submittals or the construction completion dates for each of the elements of the Private Improvements as provided in Section 602, it shall reimburse Agency for Agency's contribution to the LID project cost (the "Reimbursement"). The Reimbursement shall be equal to $2,500,000 divided by twice the number of elements set forth in the Developer's business plan and the Master Plan to be submitted in accordance with Section 311; there shall be no more than six (6) such elements. For each half of each element of the Private Improvements that is not completed by Developer in accordance with the Schedule of Performance, the Developer shall pay the Reimbursement to the Agency.~~

~~Until all Reimbursement amounts due hereunder are paid by the Developer, the parties agree that Developer shall not apply for nor shall the City shall issue a building permit for any subsequent element of the Private Improvements. In the event Developer makes a Reimbursement payment, Agency's other rights and remedies under this Agreement shall not be affected.~~

§1004 <u>Termination</u>.

A. <u>Elections upon Non-Occurrence of Conditions</u>. Except as provided in Section 1004B, if any condition in Section 311 is not fulfilled to the satisfaction of Agency on or before the dates set forth in the Schedule of Performance, Agency may elect to:

(1) Terminate this Agreement, which termination shall become effective sixty (60) days after the notice of termination is sent ("Termination Date") unless, before the sixty (60) day period ends, the Developer fulfills such condition or conditions to the reasonable satisfaction of the Agency; 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. <u>Final Termination Date</u>. If all of the conditions under Section 311 (except those conditions that cannot be satisfied, waived or resolved~~ prior to ______, 2004~~) have not been satisfied, waived or otherwise resolved pursuant to this Agreement ~~by ______, 2004, (and in the case of the conditions that cannot be satisfied, waived or resolved prior to ______, 2004)~~365 days after the Agency's and City's approval of Master Plan A ("**Final Termination Date**"), then the parties' rights and obligations to develop the Project under this Agreement shall automatically terminate on such date~~______, 2004 ("Final Termination Date")~~ unless the date is extended by agreement of the Parties prior to the Final Termination Date.

C. **<u>Effect of Termination for Failure of Conditions Precedent</u>.** 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 the termination shall be the Parties' sole remedy.

§1005 <u>Mortgagee Provisions</u>.

A. <u>Mortgagee Not Obligated To Construct</u>. Notwithstanding any of the provisions of this Agreement, excepting those which are covenants running with the land, a Mortgagee holding any mortgage or trust deed 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 Master Plan, 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. <u>Copy of Notice of Notice of Default of Mortgagee</u>. 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. <u>Mortgagee's Option to Cure Defaults</u>. 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.

§1006 <u>Nonexclusive Remedies</u>.

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.

§1007 <u>Force Majeure</u>.

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

§1101 <u>Reimbursements by the Developer</u>.

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 of $2.5 million to the LID project cost (the "**Reimbursement**"). The Reimbursement shall be equal to $312,500. For each half of an element that is not completed by Developer in accordance with the Schedule of Performance, the Developer shall pay the Reimbursement to the Agency.

Until any Reimbursements due hereunder are paid by the Developer, the building permit for any subsequent element of the Project shall not be issued. In the event Developer makes a

Reimbursement payment hereunder, Agency's other rights and remedies under this Agreement shall not be affected.

For purposes of meeting the construction deadlines set forth in section 602, the Developer shall be deemed to have completed construction of a particular element of the Private Improvements as follows:

Major tenant 1	--	Full Completion
Major tenant 2	--	Full Completion
Power Center Element	--	50% of allowed building area
Radiant Pads Element	--	50% of allowed building area
Chemawa Pads Element	--	50% of allowed building area
I-5 Commercial Element	--	completion of either the hotel or offices
Neighborhood Element	--	completion of the grocery store or 50% of allowed building area;

Provided, however, with respect to the completion of any of the first four elements, an element shall be deemed to have been completed if 50% or more of the allowed building area for all elements completed to that point has been completed in the aggregate.

§1102 <u>Incentives.</u>

The Developer shall be paid an incentive fee (the "Incentive Fee") if a percentage of the Private Improvements, based on gross building area shown in Master Plan B, as it may be amended and approved by the Agency and the City, and giving effect to the definitions of completion set forth above, is completed on or before a period ending five years after the formation of the LID (the "Five Year Period"). The Incentive Fee shall be as follows:

Percentage of Completion of Private Improvements at End of Five-Year Period	Incentive Fee
90%	$2.5 million
75%	$1.2 million
50%	$603,000

The Incentive Fee, if earned, shall be paid, without interest, in four equal annual installments, the first installment due on the first anniversary date of the expiration of the Five-Year Period, with subsequent installments due on the second, third and fourth anniversary dates thereof.

Article ~~12~~12 GENERAL PROVISIONS

§~~1101~~1201 <u>Project Managers.</u>

A. 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 ____________________.

B. 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 __________________.

C. 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. Pursuant to Section 501 and at the time stated therein~~ Subsequent to selection of such contractor~~, the Agency ~~may elect to~~shall contract with an independent Construction Engineering Management firm ("CEM") to oversee the day-to-day operations of the construction of the Project. ~~In the event Agency elects to contract with a CEM, Agency shall notify Developer.~~ Due to the public/private partnership nature of 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). ~~In the event Agency selects a CEM and such CEM is not Developer or an affiliate of Developer, Agency shall provide information relating to the CEM and afford the Developer the right to comment upon and suggest actions that the parties and the CEM may take in order to achieve the cooperation and efficiencies necessary for the construction and development of the Project.~~

§~~1102~~1202 Conflict of Interests.

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.

§~~1103~~1203 Notice.

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.

§~~1104~~1204 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.

§~~1105~~1205 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.

§~~1106~~1206 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.

§~~1107~~1207 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. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

§~~1108~~1208 Time of the Essence.

Time is of the essence of this Agreement.

§~~1109~~1209 Choice of Law.

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

§~~1110~~1210 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.

§~~1111~~1211 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.

§~~1112~~1212 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.

§~~1113~~1213 Modifications.

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

§~~1114~~1214 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. This Agreement shall be recorded with the Marion County clerk at the expense of the Developer.

§~~1115~~1215 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.

§~~1116~~1216 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.

§~~1117~~1217 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.

§~~1118~~1218 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.

§~~1119~~1219 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.

§~~1120~~1220 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 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. The Developer, upon receipt of such disapproval, shall revise such disapproved portions 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, or, unless such disapproval is within the sole discretion of the Agency or the City.

§~~1121~~1221 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.

§~~1122~~1222 Good Faith and ~~Reasonableness~~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." ~~generally.~~

§~~1123~~1223 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.

§~~1124~~1224 Compliance with Laws.

Developer shall comply with all applicable federal, state and local laws in the construction of the Project, including 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.

§~~1125~~1225 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.

§~~1126~~1226 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.

§~~1127~~1227 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.

§~~1128~~1228 Recording.

This Agreement, or an abstract hereof, shall be recorded in the deed records of Marion County.

URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

By: ______________________________

NORTHWEST NATIONAL, LLC

By: ______________________________

The City acknowledges and agrees to carry out its obligations under this Agreement.

CITY OF KEIZER

By: ______________________________

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on ______________________________, by ______________________________, 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 ______________________________, by ______________________________, as the manager of Northwest National, LLC.

____

_

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

____

LIST OF ATTACHMENTS

Attachment 1	–	Boundaries and Depiction of Project Site
Attachment 2	–	Scope of Development
Attachment 3A	–	Schedule of Performance – Agency
Attachment 3B	–	Schedule of Performance - Developer
Attachment 4	–	City Parcel
Attachment 5	–	Developer Parcels
Attachment 6A	–	Acquisition Parcels
Attachment 6B	–	List of 27 parcels located in Village Center Area
Attachment 7	–	Assessor's Tax Maps
Attachment 8	–	Map of Road Improvements
Attachment 9	–	Form of Bond

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

Scope of Development

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 3 A

Schedule of Performance – Agency

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 3 B

<u>Schedule of Performance - Developer</u>

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 4

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 5

Developer Parcels

Letter Designation	Map Index	Tax Map	Tax Lot	Acres	Plan Area Designation
A	204-A	6 3 W 36BD	00100	2.18	A - Village Center Area
B	204-B	6 3 W 36AC	00500	2.69	A - Village Center Area
C	204-C	6 3 W 36AC	00600	0.47	A - Village Center Area
D	204-D	6 3 W 36AC	00700	0.47	A - Village Center Area
E	204-E	6 3W 36AB	00900	0.72	A - Village Center Area
F	204-F	6 3W 36AC	00100	1.48	A - Village Center Area
G	204-G	6 3W 36AC	00300	0.46	A - Village Center Area
H	204-H	6 3W 36AC	00400	1.38	A - Village Center Area
I	204-I	6 3W 36AB	01200	0.79	A - Village Center Area
J	204-J	6 3W 36AC	01400	2.92	A - Village Center Area
K	204-K	6 3W 36BD	00500	2.85	A - Village Center Area
L	204-L	6 3W 36AB	00400	1.80	A - Village Center Area
N	204-N	6 3W 36BC	06100	0.20	B - Retail Service Area
O	205-A	06 3W 36A	00500	15.17	A - Village Center Area
P	205-B	06 3W 36A	00600	12.61	A - Village Center Area
Q	205-C	06 3W 36A	00700	7.85	A - Village Center Area
R	205-D	06 3W 36AB	00100	5.38	A - Village Center Area
S	205-E	06 3W 36AB	00500	1.18	A - Village Center Area
T	205-F	06 3W 36AB	01300	2.98	A - Village Center Area
U	205-G	06 3W 36BD	00200	2.43	A - Village Center Area
V	205-H	06 3W 36BD	00400	1.04	A - Village Center Area
W	205-I	06 3W 36AC	00900	5.13	A - Village Center Area
X	205-J	06 3W 36AC	01100	2.71	A - Village Center Area
AP-K	206-L-6	06 3W 36AB	00700	1.00	A - Village Center Area

AP-L	206-M-6	06 3W 36AB	00600	0.92	A - Village Center Area
AP-M	206-N-6	06 3W 36AB	00800	3.02	A - Village Center Area
AP-N	206-O-7	06 3W 36AB	01000	0.48	A - Village Center Area
AP-O	206-P-8	06 3W 36BD	00900	0.82	A - Village Center Area
AP-R	206-S-9	06 3W 36AB	01100	0.80	A - Village Center Area

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 6

Acquisition Parcels

Letter Designation	Map Index	Tax Map	Tax Lot	Acres	Plan Area Designation
A	206-A-1	06 3W 36AB	00200	0.60	A - Village Center Area
B	206-B-1	06 3W 36AB	00300	0.91	A - Village Center Area
C	206-C-2	06 3W 36AC	00800	0.59	A - Village Center Area
D	206-D-3	06 3W 36AC	01200	0.81	A - Village Center Area
E	206-E-3	06 3W 36AC	01300	1.86	A - Village Center Area
F	206-F-4	06 3W 36AC	01500	2.47	A - Village Center Area
G	206-G-4	06 3W 36BD	00600	0.43	A - Village Center Area
H	206-H-4	06 3W 36BD	00700	0.28	A - Village Center Area
I	206-I-4	06 3W 36BD	00800	1.11	A - Village Center Area
J	206-J-5	06 3W 36BD	00300	0.95	A - Village Center Area
P	206-Q-9	06 3W 25	04200	6.27	A - Village Center Area
Q	206-R-9	06 3W 25	04500	10.01	A - Village Center Area

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 7

Assessor's Tax Maps

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 8

Map of Road Improvements

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 9

Performance and Payment Bond

FAXED

City of Keizer

Keizer City Hall, P.O. Box 21000, Keizer, OR 97307-1000

Fax Cover Sheet

DATE: September 1 , 2003

TO: Keizertimes/Statesman **FAX:**

FROM: Tracy L. Davis, CMC **PHONE:** (503) 390-3700 Ext. 108
City Recorder **FAX:** (503) 393-9437

RE: Executive Session Notice / WORK session Notice

Number of pages including cover sheet: 3

Message:

CITY OF KEIZER

City of Keizer, Oregon

NOTICE OF EXECUTIVE SESSION

NOTICE is hereby given that the City Council/Urban Renewal Agency of the City of Keizer will meet in executive session on **Monday, September 22, 2003 beginning at 5:30 p.m.**

The Executive Session is being held pursuant to ORS 192.660(1)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(1)(f) – To consider records that are exempt by law from public inspection.

The Executive Session will be held at Keizer City Hall, 930 Chemawa Road NE, Keizer, Oregon.

Questions regarding this session may be directed to Chris Eppley, City Manager at 390-3700, extension 102.

Dated this 19th, day of September 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..

MEETING NOTICE
KEIZER CITY COUNCIL/KEIZER URBAN RENEWAL AGENCY

City of Keizer, Oregon

NOTICE OF WORK SESSION

The Keizer City Council/Keizer Urban Renewal Agency will meet for a work session on **Monday, September 22, 2003 at 6:30 p.m.** This meeting will be held in the City Auditorium, Keizer City Hall, 930 Chemawa Road NE, Keizer, Oregon. The agenda for this meeting will include discussion of a draft Development Disposition Agreement with Northwest National LLC for the Keizer Station area.

This location is accessible to the disabled. Please contact City Hall if special arrangements are necessary. Questions regarding this meeting may be directed to Chris Eppley, City Manager at (503) 390-3700, ext. 102.

DATED this 19th day of September, 2003.

Tracy L. Davis, CMC
City Recorder

NOTICE FOR INFORMATIONAL PURPOSES ONLY