

**RESOLUTION NO. 2935**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TAYLOR MORRISON NORTHWEST, LLC REGARDING THE CLERMONT SUBDIVISION IN VILLEBOIS.**

WHEREAS, the Villebois Village Master Plan is a regulatory document that was adopted as a sub-element of the City’s Comprehensive Plan; and

WHEREAS, Villebois is an example of a public – private partnership, where both the development community and the City’s Urban Renewal Agency have collaborated to provide needed infrastructure commensurate with the many phases of development in Villebois; and

WHEREAS, the Villebois Village Master Plan contains chapters on parks and recreation and infrastructure in Villebois; and

WHEREAS, Taylor Morrison Northwest, LLC has purchased property previously entitled by Polygon Northwest, commonly referred to as the Chang Property, now referred to as Clermont; and

WHEREAS, Clermont represents Preliminary Development Plan (PDP) – 5 of Specific Area Plan (SAP) North, also commonly referred to as PDP-5N; and

WHEREAS, the City desires to complete the regional parks as well as the associated public infrastructure identified in the Clermont subdivision; and

WHEREAS, Condition of approval PFC 2 of Planning Case File No. DB18 0049 – DB18-0051 states “*Applicant shall enter into a Development Agreement with the City that clarifies responsibilities, reimbursements and/or estimated costs for construction of Regional Park (RP-6), city sanitary sewer main between Tooze Road and Verdun Loop, and street improvements or modifications*”; and

WHEREAS, on October 18, 2021 the City Council adopted an Interim Development Agreement with Taylor Morrison via Resolution No. 2930 that addressed the design, funding and construction of Regional Parks 5 and 6 which is incorporated by reference herein; and

WHEREAS, Staff committed to returning to the City Council with the final Development Agreement within one month of adoption of the interim Agreement; and NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The City of Wilsonville authorizes the City Manager to enter into and execute a Development Agreement on behalf of the City of Wilsonville, with Taylor Morrison Northwest, LLC in substantially the form as attached hereto as Exhibit A.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 15<sup>th</sup> day of November 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
*Julie Fitzgerald*  
8A974AF3ADE042E...  
Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
E781DE10276B498...  
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

A. Development Agreement with Taylor Morrison Northwest, LLC

**DEVELOPMENT AGREEMENT  
(Clermont Development)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Taylor Morrison Northwest, LLC**, a Delaware limited liability company, as successor in interest to **Polygon WLH, LLC** (“Developer”) on this \_\_\_\_ day of November 2021 (“Effective Date”).

**RECITALS**

A. In conjunction with the November 28, 2018, development approval given by the City of Wilsonville Development Review Board (“DRB”) for the Clermont Development Preliminary Development Plan (PDP) 5 of Specific Area Plan North of Villebois (“PDP-5N”), pursuant to Condition of Approval PFC2, Developer is required to enter into a Development Agreement with the City outlining all conditions of approval as required by the DRB (“Development Agreement”). A map generally depicting the Clermont subdivision is attached hereto as **Exhibit A**.

B. Due to time constraints and Developer’s wish to obtain a public works permit to begin certain construction activity, the City agreed to issue the public works permit prior to execution of the full Development Agreement, subject to the terms and conditions of an Interim Development Agreement that addressed only construction of Regional Park 6 (“RP6”), open space, and completion of the remainder of Regional Park 5 (“RP5”). That Interim Agreement was approved and signed by the City on October 20, 2021. This Agreement replaces the Interim Agreement.

C. The parties now wish to finalize the Development Agreement required by Condition of Approval PFC2, and to clarify certain DRB conditions of approval that require payment, dedication, City contribution, or SDC credits.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Construction and Completion of RP6 and Remainder of RP5.** Developer shall construct and complete, or cause the construction and completion of, RP6 and the remainder of RP5, as set forth in the DRB conditions of approval and in accordance with the plans and specifications attached hereto as **Exhibit B**. In accordance with PDC3, Finding C54, and this Agreement, the City shall not issue the building permit for the 45<sup>th</sup> house within PDP-5 until RP6, the remainder of RP5, and all “open space improvements approved by the Development Review Board” within PDP-5 have been inspected and found to be complete by City Parks staff.
- 2. Payment of Design and Construction Costs for RP6 and Remainder of RP5.** Developer shall initially bear the cost of designing and constructing RP6 and the remainder of RP5, at Developer’s sole cost and expense.
- 3. City Grant of Credits.** Construction and installation of RP6 is required as a condition of DRB approval. RP6 is identified in the City’s adopted parks plan as a Regional Park. In consideration of Developer’s construction and installation of RP6, the City will grant credits to the Developer against City Parks System Development Charges (“SDCs”) that would otherwise be assessed against each

home within PDP-5 until Parks SDC credits in an amount equal to \$569,328 (“Credits”) have been given. As long as park and open space work is diligently underway, the City will grant the Parks SDC credit to Developer on each building permit for each house by reducing the total building permit fee due by deducting the Parks SDC as paid until the above amount has been credited. If construction has not begun or is not progressing, the City reserves the right to hold the Parks SDC credits until reasonable progress on RP6 and open space is shown, in accordance with an agreed upon written construction schedule.

4. **Modifications to Park Design or Amenities.** The parties agree to collaborate with each other in good faith to update the park design, as needed or desired. No amendment, change, or modification of the park design and amenities, as depicted on **Exhibit B**, shall be valid unless agreed to by the City, in writing, and signed by both parties. If agreement cannot be reached, the park design will remain unchanged.
5. **Master Developer Fee.** The Villebois Development Agreement (Resolution No. 1869) provides that Developer will pay a per lot Master Planning Fee of \$1,951 for fiscal year 2021. The Master Planning Fee is adjusted for inflation each fiscal year. Developer can pay the fee with each building permit or may pay the fee up-front in a lump sum at the current rate. (Estimate: \$169,737 based on 87 lots.)
6. **Sewer Main Reimbursement.** As noted in Condition of Approval PFC33, this subdivision is located within a sanitary sewer reimbursement district adopted by Resolution No. 2350, and is subject to the requirements therein. Developer has already paid the reimbursement fee required thereby. There is, however, additional sewer related work to be completed by Developer, including but not limited to improvements identified in Condition of Approval PFC31. Developer will work with the City to determine the best location to run a sanitary sewer line to connect to the proposed sanitary sewer line in Verdun Loop. Developer will be entitled to a Systems Development Charge (SDC) credit for adding a manhole at the 10" stub-out and running the above-described line in the location determined by the City and Developer. Specific project costs will be submitted for review and approval by the City Engineer.
7. **Street Improvements, Modifications, and Dedication.** The Development Review Board approval lays out several conditions of approval pertaining to street and sidewalk improvements, bike paths, modifications related thereto, and a right-of-way dedication. A copy of the form of the deed to be issued is attached hereto as **Exhibit C**.
8. **All Other Conditions of Approval.** All other Development Review Board conditions of approval remain in full force and effect. The purpose of this Development Agreement is to clarify certain DRB conditions of approval that require payment, dedication, City contribution, or SDC credits.
9. **Nature of Agreement.** The parties agree that this Agreement does not constitute or concern the adoption, amendment, or application of the Statewide Planning Goals, a comprehensive plan provision, or a land use regulation, the City and Developer acknowledging and agreeing that any and all land use approvals required for PDP-5, RP5, and RP6 are to be obtained (or have been obtained) in due course on another date, in accordance with all applicable laws and regulations.



12.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

12.3. No Assignment. Developer may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

12.4. Adherence to Law. This Agreement shall be subject to, and Developer shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Developer is required by law to obtain or maintain in order to perform the work described in this Agreement shall be obtained and maintained throughout the term of this Agreement.

12.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

12.6. Jurisdiction. Jurisdiction and venue for any dispute shall be in Clackamas County Circuit Court.

12.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code, any administrative proceeding, trial and/or any appeal or petition for review) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law.

12.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

12.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

12.10. Modification. This Agreement shall not be modified except by written instrument executed by Developer and the City.

12.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

12.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall 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 observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

12.13. Headings. Any 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.

12.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

12.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement.

12.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

12.17. Interpretation. As a further condition of this Agreement, the City and Developer acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party.

12.18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement but all of which together shall constitute one and the same instrument. The parties expressly agree that if the signature of Developer and/or the City on this Agreement is not an original, but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex, or telecopy), then such digital, mechanical, or electrical reproduction is as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by their signatory. Further, the parties may deliver executed signature pages to this Agreement by electronic means to the other party, and the electronic copy will be deemed to be effective as an original.

12.19. Relationship. Nothing in this Agreement shall be construed to create an agency relationship or a partnership or joint venture between the parties.

12.20. Termination. This Agreement shall terminate upon the completion of all obligations contained herein, unless terminated earlier by mutual written agreement of the City and Developer.

12.21. Recitals. The introductory recitals of this Agreement are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

12.22. Exhibits. All exhibits referenced in this Agreement are incorporated into and made a part of this Agreement as if fully set forth herein.

12.23. Authority. Each party signing on behalf of Developer and the City hereby warrants actual authority to bind their respective party.

The Developer and the City hereby agree to all provisions of this Agreement.

**DEVELOPER:**

TAYLOR MORRISON NORTHWEST, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

**CITY:**

CITY OF WILSONVILLE,  
a municipal corporation of the State of Oregon

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

APPROVED AS TO FORM FOR THE CITY:

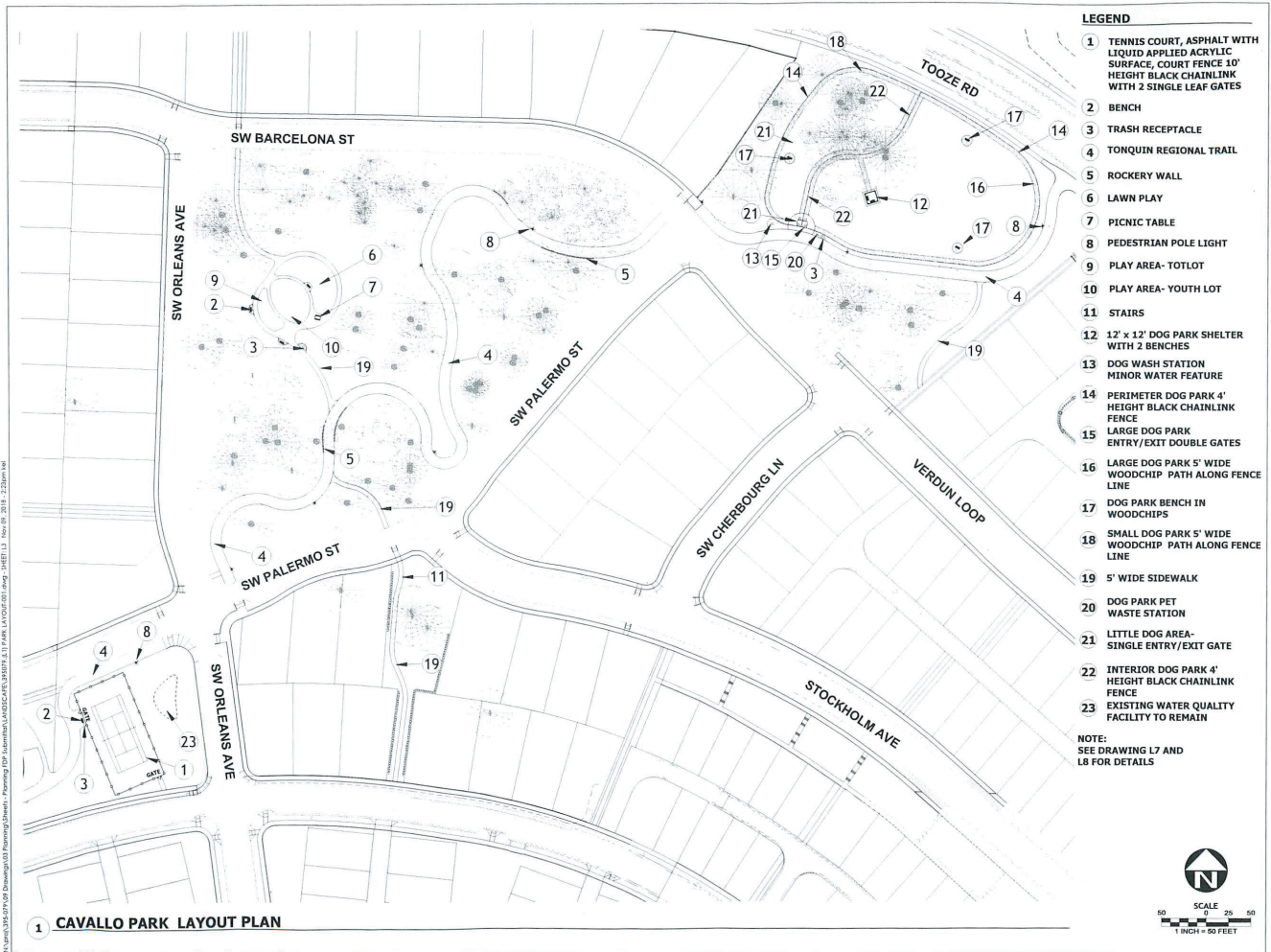
\_\_\_\_\_  
Barbara A. Jacobson, City Attorney



# CLERMONT

EXHIBIT A





12564 SW Main Street  
Tigard, OR 97223  
(503) 941-9484

DATE: 09/28/2018

REVISIONS		
NO.	DATE	DESCRIPTION

PDP 5N  
CLERMONT  
AT VILLEBOIS

Final  
Development  
Plan  
CAVALLO PARK  
LAYOUT  
PLAN

PROJECT NO.:	395-079
TYPE:	PLANNING
REVIEWED BY:	JJK

**L3**

# Clermont

# Site Plan



### Legend

	Open Space	
	Daylight/Tuckunder Product	
	Small Lots (32' - 35')	19
	Medium Lots (49' - 51')	22
	Standard Lots (48' - 54')	40
	Large Lots (70')	6
	<b>Total</b>	<b>87</b>



# EXHIBIT A



## LEGAL DESCRIPTION

Zone Change  
Clermont

3 1 W 15AB 7200, 7290, 7300, 7400, 7500, and 7600

Parcels I, II, and III, of the land described in Document Nos. 91-08202 and 91-08203, Clackamas County Deed Records, in the Northeast Quarter of Section 15, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, State of Oregon, more particularly described as follows:

BEGINNING at the North quarter-corner of said Section 15;

thence along the North line of Samuel B. Franklin Donation Land Claim No. 50, South 88° 35' 17" East, a distance of 1226.19 feet to the northeast corner of said Samuel B. Franklin Donation Land Claim No. 50;

thence along the East line of said Samuel B. Franklin Donation Land Claim No. 50, South 01° 35' 01" West, a distance of 909.38 feet to a point on the northerly plat line of "Tonquin Meadows";

thence along the northerly plat line of "Tonquin Woods at Villebois No. 6", "Tonquin Meadows", "Fir Terrace", and "Calais East at Villebois", North 88° 34' 00" West, a distance of 1235.31 feet to a point on the easterly plat line of "Calais East at Villebois";

thence along said easterly plat line, and its extension, North 02° 09' 29" East, a distance of 909.00 feet to the POINT OF BEGINNING.

Containing 25.687 acres, more or less.

Basis of bearings being plat of "Calais East at Villebois", Clackamas County Plat Records.

Property Vested in:

Victor C. Chang et al.

3 1 W 15AB 7200, 7290, 7300, 7400, 7500, and 7600

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 9, 2002  
TRAVIS C. JANSEN  
57751

RENEWS: 6/30/2019

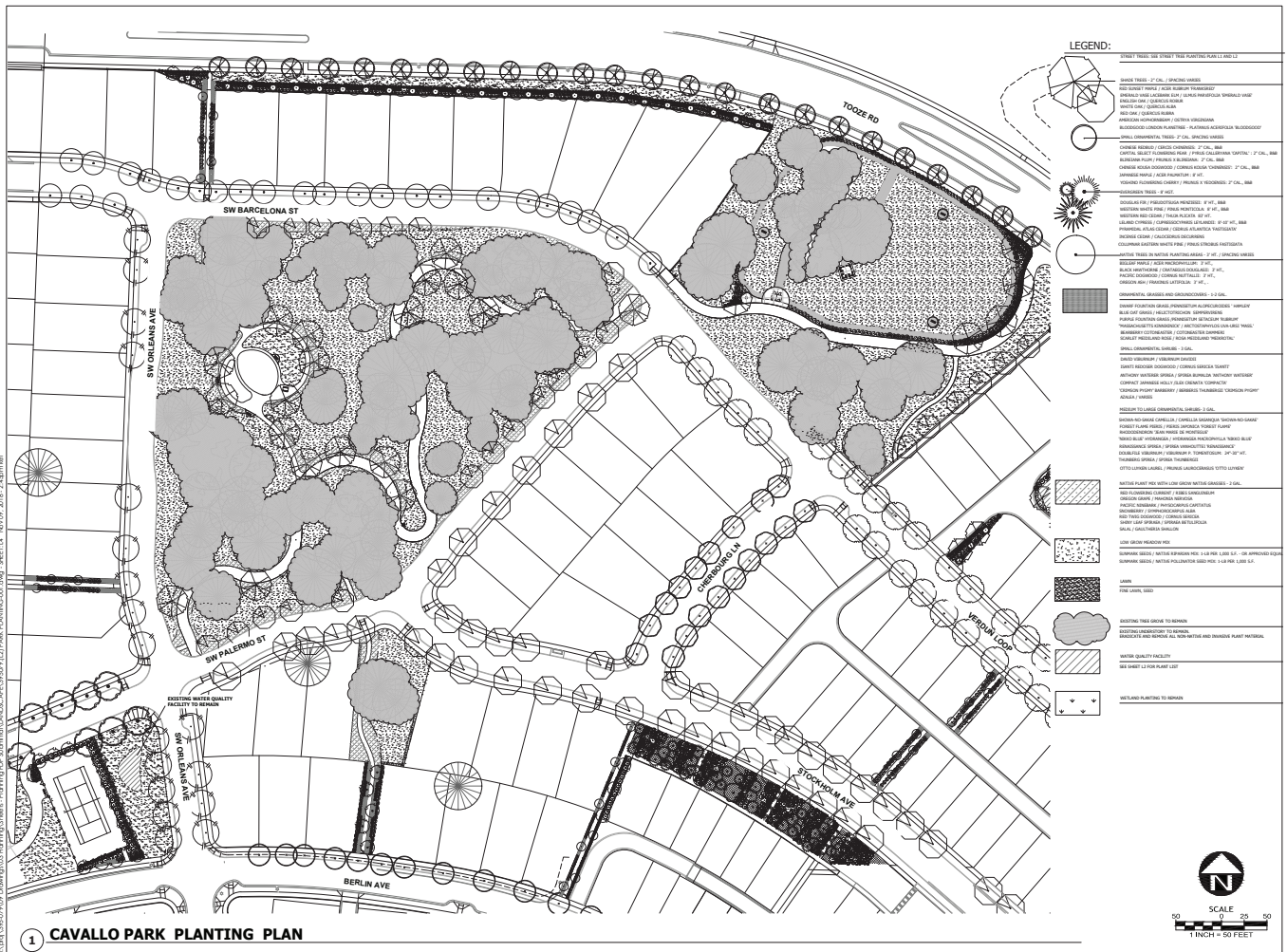












12564 SW Main Street  
Higdon, OR 97223  
(503) 941-9484

DATE: 09/28/2018

**REVISIONS**

NO.	DATE	DESCRIPTION

**PDP 5N**  
**CLERMONT**  
**AT VILLEBOIS**

**Final Development Plan**  
**CAVALLO PARK PLANTING PLAN**

PROJECT NO.: 395-079  
TYPE: PLANNING  
REVIEWED BY: JJK

**L4**

REVISIONS	
NO.	DESCRIPTION

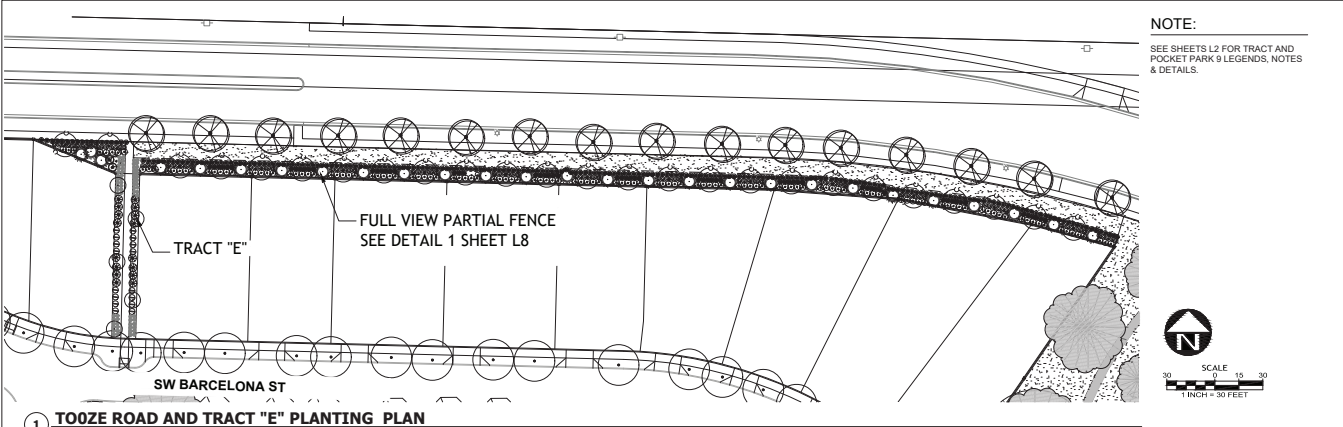
PDP 5N  
 CLERMONT  
 AT VILLEBOIS

Final Development Plan  
 OPEN SPACE PLANTING PLAN

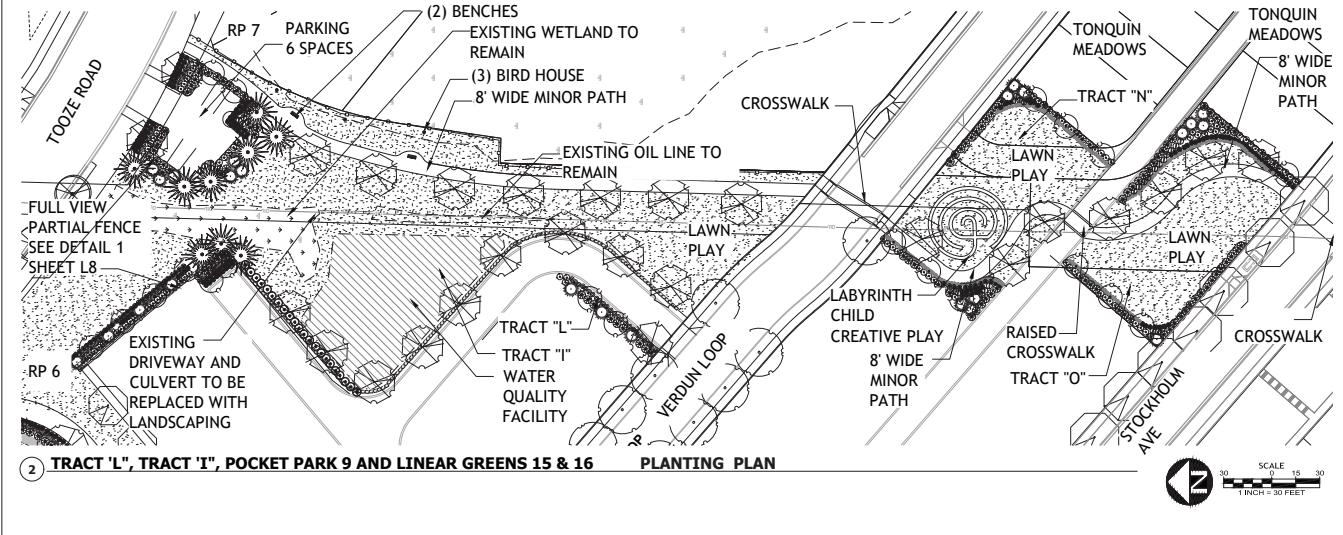
PROJECT NO.:	395-079
TYPE:	PLANNING
REVIEWED BY:	JJK

**L5**

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1 TOOOZE ROAD AND TRACT "E" PLANTING PLAN



2 TRACT "L", TRACT "I", POCKET PARK 9 AND LINEAR GREENS 15 & 16 PLANTING PLAN

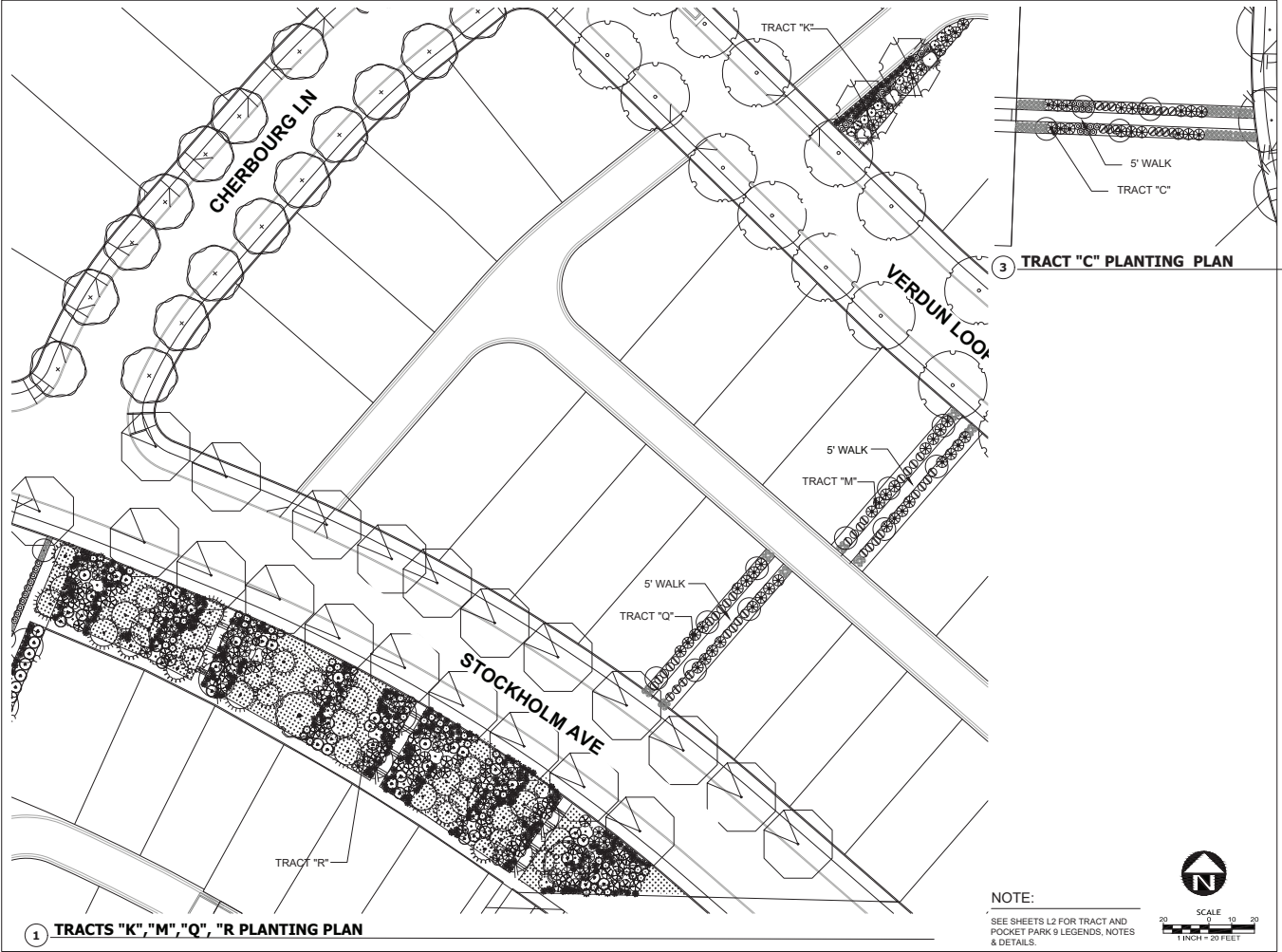
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12564 SW Main Street  
Higdon, OR 97223  
(T) 503-941-9484

DATE: 09/28/2018

REVISIONS		
NO.	DATE	DESCRIPTION



PDP 5N  
CLERMONT  
AT VILLEBOIS

Final  
Development  
Plan  
OPEN SPACE  
PLANTING  
PLAN

PROJECT NO.: 395-079  
TYPE: PLANNING  
REVIEWED BY: JJK

**L6**



12564 SW Main Street  
Higdon, OR 97223  
[T] 503-941-9484

DATE: 09/28/2018

REVISIONS	
NO.	DESCRIPTION

PDP 5N  
CLERMONT  
AT VILLEBOIS

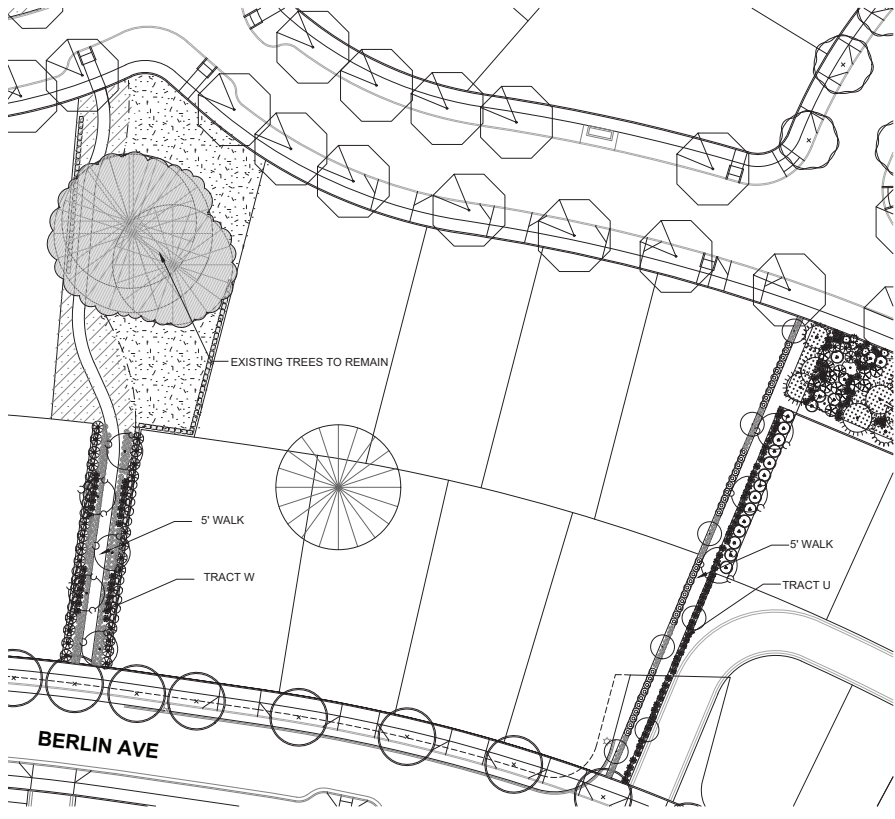
Final  
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Plan  
OPEN SPACE  
PLANTING  
PLAN

PROJECT NO.: 395-079  
TYPE: PLANNING  
REVIEWED BY: JJK

**L7**

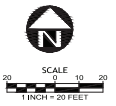
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N:\PDP\395-079\03\_Design\03\_Planning\LANDSCAPE\POCKET PARK PLANNING\03\_SHEET L7 - REV 02 2018.rvt (2/23/2018)



1 TRACT "W" & "U" PLANTING PLAN

NOTE:  
SEE SHEETS L2 FOR TRACT AND  
POCKET PARK 9 LEGENDS, NOTES  
& DETAILS.



REVISIONS	
NO.	DESCRIPTION

**PDP 5N  
 CLERMONT  
 AT VILLEBOIS**

Final  
 Development  
 Plan  
**DETAILS**

PROJECT NO.: 395-079  
 TYPE: PLANNING  
 REVIEWED BY: JJK

**L8**



URBAN / GREENWAY BENCH  
 MANUFACTURER: LANDSCAPE FORMS  
 MODEL: THE PLANNELL SERIES  
 FINISH: IPE WOOD, METAL: BLACK POWDERCOATED  
 SIZE: 7' LENGTH

**BENCH DETAIL**

SCALE: N.T.S.

1  
 L8



LABYRINTH  
 CHILD CREATIVE PLAY

SCALE: N.T.S.

4  
 L8



PICNIC TABLE  
 MANUFACTURER: TIMBERFORM  
 MODEL: ANSON PICNIC TABLE WITH SEATS, MODEL 2242-6  
 FINISH: SEASONED DOUGLAS FIR, CLEAR PRESERVATIVE  
 SIZE: LENGTH 9'-10" WIDTH 6'-7" HEIGHT 2'-4"

**PICNIC TABLE**

SCALE: N.T.S.

2  
 L8



STONE VENEER  
 MANUFACTURE: CULTURED STONE  
 SUPPLIER: MUTUAL MATERIALS  
 MATERIAL: CHARDONNAY OLD  
 COUNTRY FIELD STONE

**CULTURED STONE VENEER**

SCALE: N.T.S.

5  
 L8



TRASH RECEPTACLE  
 MANUFACTURER: LANDSCAPE FORMS  
 MODEL: THE PLANNELL LITTER RECEPTACLE  
 FINISH: IPE WOOD, METAL: BLACK POWDERCOATED  
 SIZE: 30" DIAMETER, 39" HEIGHT, 35 GALLON CAPACITY

**TRASH RECEPTACLE**

SCALE: N.T.S.

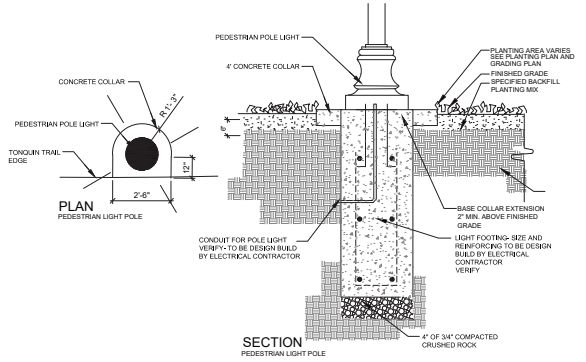
3  
 L8



DOG WASH STATION  
 MINOR WATER FEATURE-DOG PARK

SCALE: N.T.S.

6  
 L8



**DARK SKY FRIENDLY  
 PEDESTRIAN POLE LIGHT**

SCALE: N.T.S.

7  
 L8



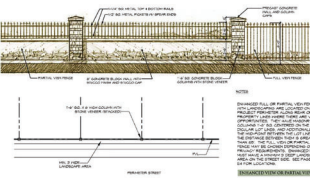
PET WASTE STATION SIGN AND POST  
 MANUFACTURER: PET WASTE ELIMINATOR  
 POST MODEL: STEEL SIGN POST 8 FT.  
 COLOR: GREEN  
 SIGN MODEL: PLEASE CLEAN UP AFTER YOUR PET  
 MODEL STARTER, INCLUDES PET WASTE BAGS AND DISPENSER

**PET WASTE STATION**

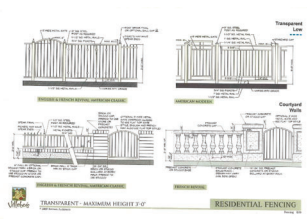
SCALE: N.T.S.

8  
 L8

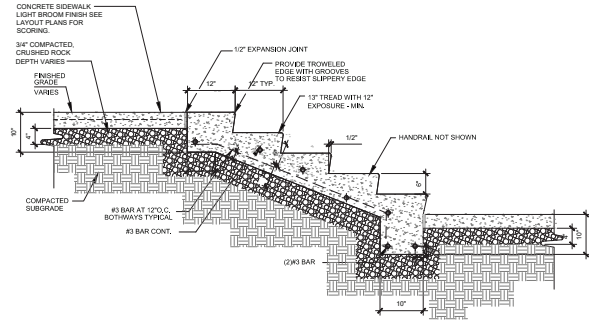
REVISIONS		
NO.	DATE	DESCRIPTION



FULL VIEW PARTIAL FENCE  
SCALE: N.T.S. 1 L9



RESIDENTIAL FENCING  
NOTE: HANDRAIL DESIGN BY OTHERS AND TO MATCH RESIDENTIAL FENCE DETAIL & SHEET L-102 PER CONDITION WHEN HANDRAIL IS DESIGNED IT WILL NEED TO GO THROUGH A CLASS I ADMINISTRATIVE REVIEW TO BE SUBMITTED AT A LATER DATE.



CONCRETE STAIR  
SCALE: N.T.S. 6 L9



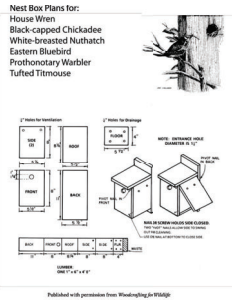
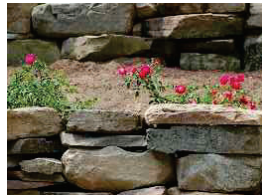
DOG PARK SHELTER  
SCALE: N.T.S. 2 L9



ROCKERY WALLS AT PATH EDGE  
SCALE: N.T.S. 5 L9



TENNIS COURTS  
SCALE: N.T.S. 3 L9



BIRD NEST BOX  
SCALE: N.T.S. 7 L9



DOG PARK- FENCING  
SCALE: N.T.S. 8 L9

PDP 5N  
CLERMONT  
AT VILLEBOIS

Final  
Development  
Plan  
DETAILS

PROJECT NO.: 395-079  
TYPE: PLANNING  
REVIEWED BY: JJK

L9

*After recording, return to:*

City of Wilsonville  
Attn: Legal Department  
29799 SW Town Center Loop East  
Wilsonville OR 97070

*Return tax statements to:*

No change

## **STREET DEDICATION DEED**

KNOW ALL BY THESE PRESENTS, that **Taylor Morrison Northwest, LLC**, a Delaware limited liability company (hereinafter referred to as “Grantor”), as legal owner of that certain real property legally described below (“Property”), does hereby dedicate, grant, transfer, and convey to the **City of Wilsonville**, a municipal corporation of the State of Oregon, and its assigns (hereinafter referred to as “Grantee”), for the use of the public as public way, street, and road (“Street Dedication”), effective the \_\_\_\_ day of \_\_\_\_\_ 2021, certain real property legally described as follows:

See **Exhibit A**, Legal Description, attached hereto, and incorporated by reference as if fully set forth herein.

TO HAVE AND TO HOLD the above-described Street Dedication unto Grantee for the public uses and purposes hereinabove mentioned; provided, however, in the event said Property is not used or ceases to be used for a public purpose, the Street Dedication may be vacated.

The true and actual consideration paid for this transfer, stated in terms of dollars, is Zero Dollars but consists of or includes other property or value given or promised, including development approval by Grantee, which is agreed by Grantor to be the whole and adequate consideration.

This Street Dedication Deed shall be subject to and construed pursuant to the laws of the State of Oregon, and venue shall be in the County of Clackamas.

No modifications may be made to this Dedication, except in writing, signed by both parties.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS**





**GRANTEE:**

ACCEPTED on behalf of the public and Grantee by the City of Wilsonville, Oregon:

\_\_\_\_\_  
Bryan Cosgrove, City Manager

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

This instrument was acknowledged before me on \_\_\_\_\_, 2021,  
by Bryan Cosgrove, as City Manager of the City of Wilsonville.

\_\_\_\_\_  
Notary Public – State of Oregon

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara A. Jacobson, City Attorney

APPROVED AS TO LEGAL DESCRIPTION:

\_\_\_\_\_  
Zach Weigel, P.E., City Engineer

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