

**RESOLUTION NO. 2997**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH TAYLOR MORRISON NORTHWEST, LLC REGARDING THE COMPLETION OF IMPROVEMENTS ASSOCIATED WITH REGIONAL PARK 5.**

WHEREAS, on November 15, 2021 the City Council adopted a Development Agreement with Taylor Morrison Northwest, LLC via Resolution No. 2935 that addressed the design, funding and construction of Regional Parks 5 and 6 which is incorporated by reference herein; and

WHEREAS, Condition of approval PFC 3 of Planning Case File No. DB18-0049 – DB18-0051 states *“All park and open space improvements approved by the Development Review Board shall be completed prior to the issuance of the 45<sup>th</sup> house permit for PDP 5 North. If weather or other special circumstances prohibit completion, bond for the improvements will be permitted”*; and;

WHEREAS, on January 6, 2023, Taylor Morrison submitted documentation that weather conditions prohibit the completion of improvements associated with Regional Park 5 and requested that the City allow for the issuance of more than 45 house permits; and;


WHEREAS, the City agrees to modify the Development Agreement to allow for the issuance of the 86<sup>th</sup> house prior to final completion of Regional Park 5 and accept a financial guarantee for the remaining improvements.

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

Section 1. The City of Wilsonville authorizes the City Manager to enter into and execute an amendment to the approved 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. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6<sup>th</sup> day of February, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD MAYOR

ATTEST:

DocuSigned by:  
  
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Councilor Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBIT:

A. Amendment to Development Agreement with Taylor Morrison Northwest, LLC

EXHIBIT A

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
(Clermont Development)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) 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 February 2023 (“Effective Date”).

**RECITALS**

A. Developer has been approved by the City to develop eighty-one (81) homes in the residential subdivision referred to as Clermont (“Development”), located in the Villebois residential neighborhood of Wilsonville. In relation to the City’s approval of this Development, the parties entered into a Development Agreement (“Agreement”) dated November 17, 2021.

B. Pursuant to Condition of Approval PDC3, Finding C54 and the Agreement, Developer is required to construct Regional Park 6 and the remainder of Regional Park 5 before the City will issue any further building permits after the 44<sup>th</sup> house.

C. Developer has requested, via letter submitted to the City dated January 6, 2023, that the City allow the issuance of additional building permits beyond the forty-four (44) previously allowed under the Conditions of Approval and the Agreement due to weather-related issues that prevent completion of the acrylic court surfacing.

D. The City is willing to release up to eighty-six (86) of the eighty-seven (87 building permits) pending completion of the acrylic court surfacing, pursuant to the terms and conditions stated herein.

**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. Section 1 of the Agreement is hereby deleted and replaced with the following:**

**“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**. Except as provided herein, the City shall not issue the building permit for the 45<sup>th</sup> house within PDP-5 until all ‘open space improvements approved by the Development Review Board’ within PDP-5, RP6, and the remainder of RP5 (collectively referred to as ‘Park and Open Space Improvements’) have been inspected and found to be complete by City Parks staff. The City may issue building permits up to and including the 80<sup>th</sup> house within PDP-5 so long as all Park and Open Space Improvements have been inspected and deemed complete by the City with the exception of acrylic court surfacing in RP5. For avoidance of doubt, all Park and Open Space Improvements, except for acrylic court surfacing, must be completed and inspected and approved by the City prior to the issuance of the 45<sup>th</sup> building permit, and the acrylic court surfacing must be completed and inspected and approved by the City prior to the issuance of the 81<sup>st</sup> building permit.

1.1. Financial Assurance. To assure compliance with the City’s requirements and the provisions of this Agreement, prior to the issuance of the 45<sup>th</sup> building permit, Developer will tender to the City financial assurances that must be in the form of cash, a certified check, or an irrevocable letter of credit, in a form approved by the City, with liability in the amount of TWENTY-FOUR THOUSAND DOLLARS (\$24,000), which represents 150% of the cost of the acrylic court surfacing.”

**2. All Other Terms.** All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this First Amendment.

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

**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:

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney