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After recording, return to:
Public Works Department, City of Salem
555 Liberty Street SE Room 325
Salem OR 97301-3513

REEL 4398 PAGE 439
MARION COUNTY
BILL BURGESS, COUNTY CLERK
10-20-2020 09:18 am.
Control Number 622784 \$ 116.00
Instrument 2020 00057321

Improvement Agreement

This Agreement is made between the City of Salem, Oregon, an Oregon municipal corporation, 555 Liberty Street SE, Salem, Oregon 97301-3513 (City), and Ward Development LLC, an Oregon limited liability company, 6998 Chakarun Lane SE, Salem, Oregon 97306 (Developer):

RECITALS:

1. Developer wishes to plat and develop certain real property, identified as LEGACY HEIGHTS SUBDIVISION, the boundary of which is described in Exhibit A and shown on the Exhibit B location map.
2. On June 20, 2020, the Planning Administrator granted conditional approval to Subdivision Plat No. SUB-FRPA20-03, which set forth certain Required Improvements that must be constructed as a condition of final plat approval.
3. Developer has not completed construction of the Required Improvements.
4. Developer is required pursuant to *Salem Revised Code* (SRC) 70.070 and 77.090 to obtain permit(s) from the City for construction of the Required Improvements.
5. Pursuant to SRC 205.035, prior to final plat approval, Developer is required to either construct all Required Improvements or enter into an improvement agreement to provide for the construction thereof.
6. The subject property is located within the Sustainable Fairview Development District. Pursuant to the Infrastructure Agreement (and its Administrative Changes) between Sustainable Fairview Associates and the City of Salem, development of a City Park within the district boundary is a project listed in the Area Facilities Plan and eligible for funding through Development District Fees (DDFs). Development costs for the City Park eligible for DDF funding include street improvements abutting the currently owned City Park property. The Required Improvements include a portion of Lindburg Drive SE that abuts the City Park. Therefore, Lindburg Drive SE improvements on the City Park side of the centerline are 100 percent eligible for reimbursement from DDFs. City also

agrees to reimburse 50-percent of the water and storm systems and power trenches, conduits, and vaults, within the currently owned City Park frontage of Lindburg Drive SE, together with a proportional share of the piped detention system not within the City Park frontage.

NOW THEREFORE, as consideration for final plat approval prior to the completion of construction of all improvements required as a condition of development, Developer agrees to the following:

1. Developer shall complete or cause to be completed the Required Improvements according to the specifications and standards on file in the office of the City of Salem Public Works Director, and as detailed on the approved construction plans under Permit Number 20-112171-PC. In the event of an apparent conflict between the specifications and standards and the construction plans, the specifications and standards shall control.
2. Developer shall cause Developer's engineer(s) to provide all surveying necessary for the Required Improvements prior to and during construction, and to prepare and furnish acceptable as-built drawings to the City upon completion of the Required Improvements, all in conformance with City Standards.
3. Developer shall complete or cause to be completed the Required Improvements within 18 months of the date of final plat approval. Upon written request by Developer, this agreement may be extended for an additional period of time, not to exceed an additional 18 months, by mutual written agreement of Developer and the City.
4. Should it be determined during preparation of plans or during construction that additional easements are necessary to construct any of the Required Improvements, Developer shall comply with the City's replat requirements in SRC 205.025, and all other relevant City requirements at Developer's expense and within the time covered by this Agreement. If easements are required outside of the area subject to Developer's plat, Developer shall furnish the easements to the City, at Developer's expense, and within the time covered under this Agreement.
5. Developer has provided the following performance guarantee to assure performance of these conditions:
 - a. No building permits for any buildings or structures within the subdivision or partition shall be issued until:
 - i. All Required Improvements have been Substantially Completed, as certified by the Public Works Director;
 - ii. Developer has deposited a cash guarantee with the City valued at 200 percent of the estimated value of incomplete Required Improvements;
 - iii. Developer's Engineer has submitted as-built drawings and they have been deemed acceptable by the Public Works Director; and

- iv. Developer has filed a maintenance guarantee pursuant to SRC 77.120 valued in the minimum amount of 40 percent of the Required Improvements.
6. In the event Developer includes more than one person or entity, all such persons or entities shall be jointly and severally liable for all conditions herein.
7. Developer's obligations as set forth herein shall be binding upon Developer and the Developer's heirs, successors, and assigns.
8. Should all Required Improvements not be completed within the term of the improvement agreement or its extension, the City may pursue any and all remedies available to it, including, but not limited to, those set forth in SRC 205.035.
9. The provisions of this Agreement shall run with the land described herein on Exhibit A and be binding and inure to the benefit of heirs, personal representatives, successors, and assigns of the parties.
10. Upon completion and acceptance by the City of the Required Improvements, the Public Works Director shall provide to Developer a certificate of completion, suitable for recording, releasing the property from the no-build agreement in the deed records of the appropriate county.
11. The developer shall, within 90 days of City acceptance of the Required Improvements, prepare a sworn statement of allowable costs (Per SRC 200.250) incurred in the construction of the DDF-eligible improvements, and submit the same, together with proof of payment thereof, to the Director. The Director may require developer to provide additional documentation prior to certification by the City. As proof of actual construction costs, developer shall enter into a unit price construction contract detailing, at a minimum, all cost elements of the Lindburg Drive SE portion of the Legacy Heights project.

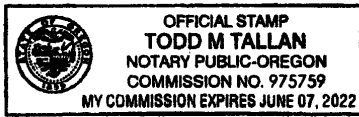
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below.

Ward Development LLC, an Oregon limited liability company

By: [Signature]
Steven A. Ward, Manager

STATE OF OREGON)
County of Marion) ss.

This instrument was acknowledged before me on 7 October, 20 20, by Steven A. Ward, as Manager of Ward Development LLC, an Oregon limited liability company.



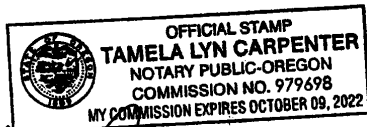
[Signature]
Notary Public—State of Oregon
My commission expires: 6/7/2020

CITY OF SALEM

By: [Signature]
Steven D. Powers, City Manager

STATE OF OREGON)
County of Marion)

This instrument was acknowledged before me on October 12, 20 20, by Steven D. Powers, as City Manager of the City of Salem, Oregon.



[Signature]
Notary Public—State of Oregon
My commission expires: October 9, 2022

APPROVAL:
[Signature]
Peter Fernandez, PE, Public Works Director

Checked By: CP/HW
Permit No.: 20-112171-PC
October 6, 2020

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Marion, State of Oregon, described as follows:

Parcel I:

Beginning at a 5/8" iron rod at the Southeast corner of Tract Q Pringle Community as recorded in Book 46, Page 52, Marion County Book of Town Plats in the Southeast Quarter of Section 2, Township 8 South, Range 3 West of the Willamette Meridian, City of Salem, Marion County, Oregon; thence along the South line of Tract Q and its extension South 87°29'29" West 118.95 feet to a 5/8" iron rod at the most Northerly Northeast corner of Parcel 3, Partition Plat 2015-029 as recorded in the Marion County Book of Partition Plats; thence along the East line of said Parcel 2 the following six calls: South 47°08'15" East 1.14 feet to a 5/8" iron rod; 175.42 feet along a 215.00 foot radius curve to the right (the chord of which bears South 23°45'47" East 170.60 feet) to a 5/8" iron rod; South 00°23'20" East 451.87 feet to a 5/8" iron rod; 52.42 feet along a 215.00 foot radius curve to the left (the chord of which bears South 06°35'45" West 52.29 feet) to a 5/8" iron rod; South 13°34'50" East 90.84 feet to a 5/8" iron rod; South 25°53'18" West 344.69 feet to a 5/8" iron rod; thence South 62°15'50" East 663.72 feet to a 5/8" iron rod; thence 37.80 feet along a 107.00 foot radius curve to the right (the chord of which bears South 52°08'36" East 37.60 feet) to a 5/8" iron rod; thence South 42°01'23" East 17.43 feet to a 5/8" iron rod; thence North 47°59'18" East 91.77 feet to a 5/8" iron rod; thence 35.89 feet along a 247.50 foot radius curve to the right (the chord of which bears North 52°09'48" East 35.86 feet) to a 5/8" iron rod; thence North 56°19'02" East 31.78 feet; thence along the West Right of Way of Lindburg Road the following three calls: 11.92 feet along a 13.00 foot radius curve to the left (the chord of which bears North 06°30'17" West 11.51 feet) to a 5/8" iron rod; 27.90 feet along a 480.00 foot radius curve to the right (the chord of which bears North 31°07'01" West 27.90 feet) to a 5/8" iron rod; North 60°29'36" East 60.00 feet to a 5/8" iron rod; thence 124.34 feet along a 420.00 foot radius curve to the right (the chord of which bears North 20°57'46" West 123.88 feet) to a 5/8" iron rod; thence North 57°52'39" East 81.00 feet to a 5/8" iron rod; thence South 70°04'30" East 27.00 feet to a 5/8" iron rod; thence North 65°11'17" East 146.00 feet; thence North 37°39'21" West 106.00 feet to a 5/8" iron rod; thence 48.24 feet along a 540.00 foot radius curve to the left (the chord of which bears North 64°25'35" East 48.22 feet) to a 5/8" iron rod; thence 272.22 feet along a 480.00 foot radius curve to the right (the chord of which bears North 78°06'53" East 268.59 feet) to a 5/8" iron rod; thence North 16°41'36" East 3.79 feet to a 5/8" iron rod on the South Right of Way of Strong Road; thence along said South Right of Way 55.92 feet along a 1230.00 foot radius curve to the right (the chord of which bears North 75°55'59" West 55.92 feet) to a 5/8" iron rod at the Southwest Corner of Strong Road; thence along the West right of Way of Strong Road North 15°22'10" East 14.52 feet to a 5/8" iron rod; thence 124.26 feet along a 510.00 foot radius curve to the left (the chord of which bears South 81°34'57" West 123.95 feet) to a 5/8" iron rod; thence North 00°33'26" West 198.90 feet to a 5/8" iron rod; thence North 80°48'09" West 313.35 feet to a 5/8" iron rod; thence 175.45 feet along a 1000.00 foot radius curve to the right (the chord of which bears North 18°07'54" East 175.23 feet) to a 5/8" iron rod; thence 367.75 feet along a 510.00 foot radius curve to the left (the chord of which bears North 02°30'02" East 359.83 feet) to a 5/8" iron rod; thence 416.47 feet along a 510.00 foot radius curve to the right (the chord of which bears North 05°14'15" East 405.00 feet); thence 386.69 feet along a 405.00 foot radius curve to the left (the chord of













which bears North 01°16'45" East 372.16 feet) to a 5/8" iron rod on the South Right of Way of Old Strong Road; thence along said South Right of Way the following two calls: 88.90 feet along a 7657.53 foot radius curve to the left (the chord of which bears North 43°59'41" West 88.90 feet) to a 5/8" iron rod; North 44°24'51" West 40.79 feet to a 5/8" iron rod; thence along the East line Pringle Community the following two calls: South 30°11'17" West 390.96 feet to a 5/8" iron rod; South 36°46'18" West 557.00 feet to the Point of Beginning.

TOGETHER WITH that right of way as described in Warranty Deed recorded August 09, 2019 as Reel 4228, Page 183, Film Records.

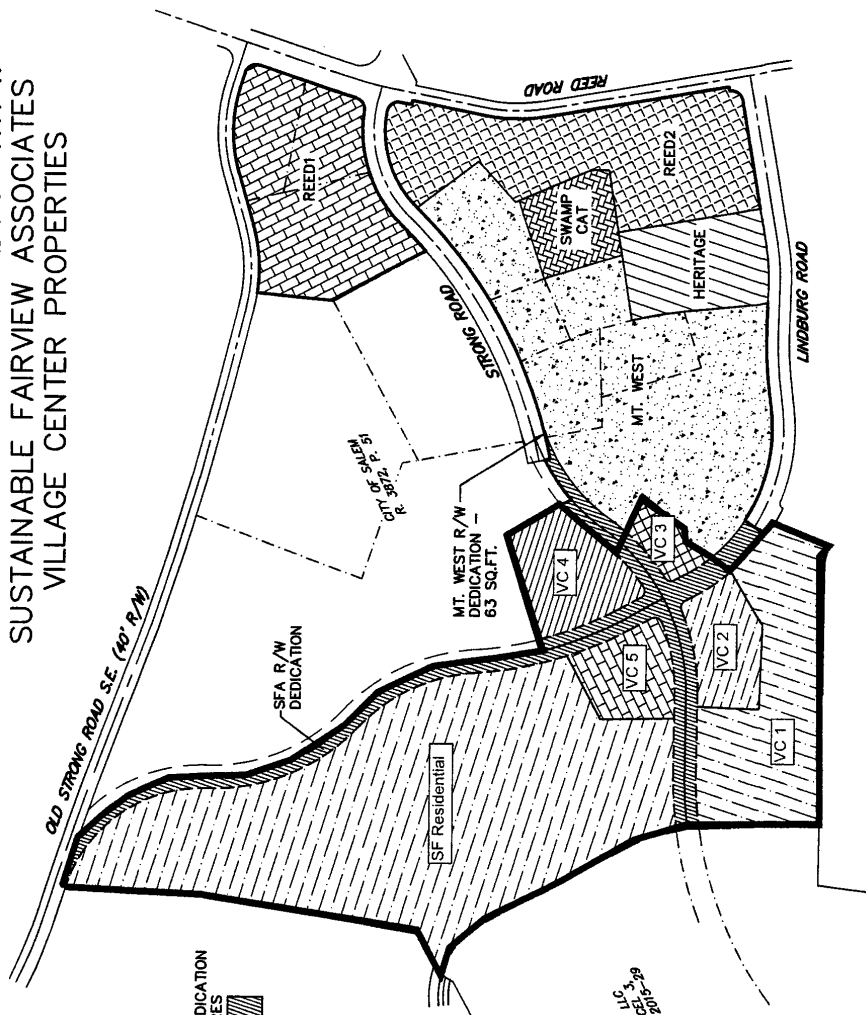
SAVE AND EXCEPT that right of way as described in Warranty Deed recorded August 09, 2019 as Reel 4228, Page 182, Film Records.

Exhibit B

PROPERTY EXHIBIT MAP
SUSTAINABLE FAIRVIEW ASSOCIATES
VILLAGE CENTER PROPERTIES

-  RES1 - 15,159 ACRES
-  RES - 4,131 ACRES
-  VC1 - 23,745 SQ.FT.
-  VC2 - 1,714 ACRES
-  VC3 - 1,190 ACRES
-  VC4 - 1,246 ACRES
-  SFA R/W DEDICATION - 3,211 ACRES
-  MT. WEST - 9,498 ACRES
-  HERITAGE - 2.00 ACRES
-  SWAMP CAT - 1,184 ACRES
-  REED1 - 4,460 ACRES
-  REED2 - 5,260 ACRES

SFA R/W DEDICATION
- 3,211 ACRES



SCALE: 1" = 250'

BARKER SURVEYING
3657 KASHMIR WAY SE
SALEM, OREGON 97317
PHONE (503) 586-8600
FAX (503) 363-2469
EMAIL: INFO@BARKERWILSON.COM

REEL: 4398

PAGE: 439

October 20, 2020, 09:18 am.

CONTROL #: 622784

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 116.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.
