



## URA RESOLUTION 2008-021

### **A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF SHERWOOD, DIRECTING THE AGENCY MANAGER TO SIGN THE SITE DEVELOPMENT AGREEMENT FOR THE CANNERY REDEVELOPMENT**

**WHEREAS**, the Urban Renewal Agency of the City of Sherwood ("Agency"), as the duly designated Urban Renewal Agency for the City of Sherwood, Oregon ("City"), is undertaking to carry out The Sherwood Urban Renewal Plan ("Plan") which Plan was approved by the City Council of the City ("Council") on August 29, 2000 by Ordinance No. 2000-1098; and

**WHEREAS**, the real property known as the Old Cannery site, consisting of 6.06 acres of real property intersected by Pine Street with frontage along Willamette Street and bordered on the north by the Union Pacific railroad right of way. Said property consists of parcels R0555599 - 5.46 acres; R0556017 - 0.09 acres and R0555615 - 0.51 acres located at what was previously 220 SE Willamette Street, Sherwood is planned for private redevelopment as set forth in Sections 501 and 600 of the Plan; and

**WHEREAS**, the Agency approved a Memorandum of Understanding (MOU) on April 15, 2008 with Capstone Partners, LLC to purchase and develop the property; and

**WHEREAS**, the attached Site Development Agreement (Exhibit B) defines the terms and conditions negotiated with Capstone Partners, LLC to develop the property as identified in the MOU.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERWOOD URBAN RENEWAL AGENCY:**

Section 1. The Agency directs the Agency Manager to sign the Site Development Agreement with Capstone Partners, LLC.

Section 2. This Resolution shall be effective from and after its adoption by the Agency Board.

**Duly passed by the Urban Renewal Agency District Board this 19<sup>th</sup> day of August 2008.**

Keith S. Mays, Board Chairman

*Dave Grant, Board vice chair*

ATTEST:

Sylvia Murphy, District Recorder

## **OLD CANNERY SITE DEVELOPMENT AGREEMENT**

THIS OLD CANNERY SITE DEVELOPMENT AGREEMENT (this "Agreement"), made as of this \_\_\_ day of \_\_\_\_\_, 2008 (hereinafter referred to as the "date of this Agreement"), by and between Sherwood URD Urban Renewal District ("Sherwood URD"), and Capstone Partners, LLC ("Developer").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and for and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid by each party hereto to the other at or before the sealing hereof, the receipt and sufficiency of said consideration being hereby acknowledged by the parties hereto, Sherwood URD and Developer do hereby agree as follows:

### **ARTICLE I** **DEFINITION**

**Section 1.1 Definition of Terms.** Whenever used in this Agreement, the following terms shall have the following meanings:

**Business Day.** Any Day excluding any Saturday, any Sunday, and any national holiday observed by the United States Government.

**Closing.** The meaning ascribed to such term in the Purchase and Sale Agreement.

**Conveyed Property.** The land depicted on Exhibit A attached hereto, and all public right-of-way areas appurtenant to such land.

**Construction.** Any activity normally encompassed by any of the following terms: construction, reconstruction, demolition, excavation, building, rebuilding, renovation, restoration, or any similar term, which is performed within the Conveyed Property or the Infrastructure Property or any portion thereof at any time subsequent to the date of this Agreement.

**Day.** Any one calendar day, unless specifically noted to the contrary.

**Default.** An occurrence of any event or omission which, with giving of notice or passage of time or otherwise, may become an Event of Default.

**Development Services Agreement.** An agreement between Developer and Sherwood URD in the form attached as Exhibit D, pursuant to which Sherwood URD will contract with Developer to, among other things, provide development services in connection with the design and construction of the Infrastructure Improvements.

**Event of Default.** Any Event of Default as defined in Section 5.1 or 5.2 hereof, as applicable.

**Herein, hereunder, hereby, hereto, hereof** and any similar term shall mean and have reference to this Agreement as a whole.

The term **including** shall mean and have reference to "including without limitation."

**Infrastructure Improvements.** The structures and improvements, together with all fixtures and appurtenances attached or affixed thereto constructed, equipped and installed on the Infrastructure Property, which Infrastructure Improvements shall include a public plaza, public streets, utilities and similar public amenities, all described on Exhibit B attached hereto.

**Infrastructure Property.** The property upon which the Infrastructure Improvements are located as depicted on the attached Exhibit C.

**Interference.** A direct and physical encroachment or other incursion upon the Infrastructure Property or the Conveyed Property that causes a material construction delay or increase in costs or operation expenses, or an unreasonable disruption with respect to the use or occupancy of either the Infrastructure Property or the Conveyed Property for its intended use.

**Laws.** Any and all present and future statutes, ordinances, rules, regulations, or binding determinations by the United States Government, the State of Oregon, the City Sherwood, Oregon, Washington County, or any other governmental authority having power or jurisdiction over Sherwood URD, Developer, the Conveyed Property, the Project Improvements, the Infrastructure Property or any of them.

**Lien.** With respect to any property, any security deed, mortgage, deed to secure debt, deed of trust, lien, pledge, assignment, charge, security interest, title retention agreement, levy, execution, seizure, attachment, garnishment, or other encumbrance of any kind in respect of such property, whether or not choate, vested, or perfected.

**Notice of Noncompliance.** The meaning ascribed to such term in Section 3.2 hereof.

**Operations.** Any and all operations, occupation, maintenance, repair, and similar and related work performed on or in the Conveyed Property or any portion thereof or on or in the Infrastructure Property or any portion thereof at any time subsequent to the Closing.

**Operative Agreements.** The Purchase and Sale Agreement, this Agreement and all easements or covenants granted or reserved at the time of conveyance of the Conveyed Property.

**Person.** Any natural person, corporation, partnership, limited liability company, business trust, or other legal entity.

**Project Improvements.** The buildings, structures, and improvements, together with all fixtures and appurtenances attached or affixed thereto, required to be constructed, equipped and installed on the Conveyed Property by Developer pursuant to the Operative Agreements.

**Purchase and Sale Agreement.** That certain Purchase and Sale Agreement of even date herewith, by and between Sherwood URD and Developer providing for the sale by Sherwood URD and the purchase by Developer of the Conveyed Property.

**Substantial Completion of the Project Improvements.** Such completion of Construction of the Project Improvements as will make the Project Improvements sufficient, suitable, and ready for immediate occupancy for the use intended, which completion shall be deemed to have occurred when all necessary final certificates of occupancy or similar permits related to the use and occupancy of the Project Improvements have been issued.

**Substantial Completion of the Infrastructure Improvements.** Such completion of Construction of the Infrastructure Improvements as will make the Infrastructure Improvements sufficient, suitable, and ready for immediate occupancy for the use intended, which completion shall be deemed to have occurred when all necessary final certificates of occupancy or similar permits related to the use and occupancy of the Infrastructure Improvements have been issued.

**Section 1.2 Other Capitalized Terms.** Capitalized terms not defined in this **Article 1** shall have the meanings set forth for such terms in this Agreement.

## **ARTICLE II** **COORDINATION OF CONSTRUCTION OF PROJECT IMPROVEMENTS AND** **INFRASTRUCTURE IMPROVEMENTS**

### **Section 2.1 Work Groups to Coordinate Project Improvements and Infrastructure Improvements.**

(a) Sherwood URD and Developer shall coordinate development and construction of the Project Improvements and the Infrastructure Improvements. Sherwood URD and Developer shall create a work group (hereinafter "Work Group") to, among other things, work collaboratively on:

(i) communicating and cooperating in seeking approvals from the City of Sherwood for the construction of the Infrastructure Improvements and the Project Improvements;

(ii) resolution of any inter-related civil engineering issues;

(iii) development of tentative construction schedules for the Infrastructure Improvements and the Project Improvements; and

(iv) addressing site maintenance during the construction of the Infrastructure Improvements and the Project Improvements.

(b) The work group shall consist of those representatives of Sherwood URD, Developer and such other persons who possess the information and skills needed to achieve the objectives of the Work Group. Developer and Sherwood URD each shall appoint a lead representative to the Work Group. The lead representative shall coordinate

scheduling of the Work Group activity and be responsible for documenting the agreements reached by the Work Group as required herein.

(c) Lead Representatives shall determine on behalf of the party he or she represents if the proposals from the Work Group are acceptable. If the Work Group fails to agree upon the specifications or other information necessary to undertake the Project Improvement or the Infrastructure Improvements by the agreed-upon deadlines or if an agreement can not be reached regarding such deadlines, the party undertaking the impacted improvement shall have the right to propose such specifications or schedules to the other party. The party receiving the specifications or schedules shall have ten (10) Business Days to provide comments on the proposal. If comments are submitted, the party undertaking the Improvement shall notify the other party within ten (10) Business Days if the comments will be incorporated into the party's plan and, if so, in what manner. The parties shall then proceed under the resulting plan or schedule.

(d) The Work Group shall document agreements, or alteration thereof, on the subjects listed in subsection 2.1(a) herein in written reports to the parties.

**Section 2.2 Construction of the Project Improvements.** Developer shall comply with all of the following covenants in connection with the Construction of the Project Improvements:

(a) Developer shall keep Sherwood URD notified of all Construction scheduled for the Project Improvements on a monthly basis via the Work Group.

(b) Any and all Project Improvements shall be constructed at the sole cost and expense of Developer and Persons other than Sherwood URD, and Sherwood URD shall have no obligation to Developer or to any third party to construct, repair, maintain, or operate any Project Improvements. This covenant shall survive the expiration or termination of this Agreement.

**Section 2.3 Construction of the Infrastructure Improvements.** Sherwood URD shall comply with all of the following covenants in connection with the Construction of the Infrastructure Improvements:

(a) Sherwood URD and Developer shall enter into the Development Services Agreement and will abide by the terms and conditions therein.

(b) Sherwood URD shall keep Developer notified of all Construction scheduled for the Infrastructure Improvements on a monthly basis via the Work Group.

(c) Any and all Infrastructure Improvements shall be constructed at the sole cost and expense of Sherwood URD and Persons other than Developer, and Developer shall have no obligation to Sherwood URD or to any third party to construct, repair, maintain, or operate any Infrastructure Improvements. This covenant shall survive the expiration or termination of this Agreement.

### **ARTICLE III** **INTERFERENCE**

**Section 3.1 No Interference.** All Construction and Operations on the Conveyed Property and the Infrastructure Property and any work or activity connected therewith by or on behalf of Developer or Sherwood URD, shall be performed in such a manner so as not to constitute an Interference.

**Section 3.2 Notice of Noncompliance.** Prior to commencing any action to seek remedial activity under this Article, Sherwood URD or Developer, as applicable, shall raise the issue with the Work Group. If the Work Group can not resolve the dispute in a timely manner, Sherwood URD or Developer, as applicable, shall give written notice to the other describing with particularity the Interference (the "Notice of Noncompliance"). The recipient of a Notice of Noncompliance shall be responsible for curing or correcting the Interference within a period of five (5) Business Days following receipt of such Notice of Noncompliance; provided, however, that if such cure or correction cannot reasonably be effected within said five (5) Business Day period, then the recipient of the Notice of Noncompliance shall be required to commence, within said five (5) Business Day period, action to effect such cure or correction and thereafter to prosecute diligently and continuously such action until such cure or correction has been effected.

### **ARTICLE IV** **ADDITIONAL COVENANTS**

**Section 4.1 Management of Construction of Infrastructure Improvements.** Sherwood URD shall contract with Developer to provide development services to Sherwood URD in connection with the Construction of the Infrastructure Improvements pursuant to the terms and provisions of the Development Services Agreement. Developer shall be paid a development services fee described in the Development Services Agreement, which fee shall be based on the actual bids utilized for the construction of the Infrastructure Improvements, which fee shall be determined by Developer (but is subject to the approval of Sherwood URD, not to be unreasonably withheld, conditioned or delayed and in no event is to be less than five percent or more than eight percent of the project costs for the Infrastructure Improvements). Such development services fee shall be paid on a monthly straight-line basis, starting at the closing of Site B (as defined in the Purchase and Sale Agreement) and running through the estimated course of construction of the Infrastructure Improvements.

**Section 4.2 Utility Facilities.** Sherwood URD shall be wholly responsible for maintaining, in good and operating condition and repair, all utility facilities used during Construction of the Project Improvements and the Infrastructure Improvements (including, without limitation, the water, sewer, gas, and electrical facilities) which are located on the Infrastructure Property. Sherwood URD shall complete the construction of all utility facilities that are part of the Infrastructure Improvements that are necessary for the construction of the Project Improvements prior to the date Developer is scheduled to commence construction of the Project Improvements. Developer shall be wholly responsible for maintaining, in good and operating condition and repair, all utility facilities used during Construction of the Project Improvements and the Infrastructure Improvements (including, without limitation, the water,

sewer, gas, and electrical facilities) which are located on the Conveyed Property. In the case use of a utility is shared by Sherwood URD and Developer during Construction, costs shall be allocated based on the relative usage of the utility by each party.

**Section 4.3 Maintenance of Infrastructure Improvements.** The parties may agree to share maintenance on some Infrastructure Improvements and Project Improvements jointly used by the parties notwithstanding obligations set forth in the Operative Agreements. Further written agreements will detail the improvements being shared, maintenance responsibilities, and the cost allocation.

## **ARTICLE V** **DEFAULTS**

**Section 5.1 Events of Default by Developer.** An Event of Default by Developer shall be deemed to have occurred under this Agreement if Developer shall fail or refuse to observe, perform, or comply with any of the other provisions of this Agreement, whether by neglect, inadvertence, intent, or otherwise within forty-five (45) Days after written notice is given by Sherwood URD to Developer (a "Developer Default Notice"); provided, however, that in the case of a failure which cannot reasonably be cured within the aforesaid forty-five (45) Day period, no Event of Default shall be deemed to exist and Sherwood URD may not exercise any of the remedies set forth in this Agreement, unless and until Developer shall have failed either (i) to commence action to effect such cure within such forty-five (45) Day period or (ii) to prosecute diligently and continuously such action until such failure has been cured. Any notice given pursuant to this Section shall identify the failure in question with reasonable particularity.

**Section 5.2 Events of Default by Sherwood URD.** An Event of Default by Sherwood URD shall be deemed to have occurred under this Agreement if Sherwood URD shall fail or refuse to observe, perform, or comply with any of the other provisions of this Agreement, whether by neglect, inadvertence, intent, or otherwise within forty-five (45) Days after written notice is given by Developer to Sherwood URD (a "Sherwood URD Default Notice"); provided, however, that in the case of a failure which cannot reasonably be cured within the aforesaid forty-five (45) Day period, no Event of Default shall be deemed to exist and Developer may not exercise any of the remedies set forth in this Agreement, unless and until Sherwood URD shall have failed either (i) to commence action to effect such cure within such forty-five (45) Day period or (ii) to prosecute diligently and continuously such action until such failure has been cured. Any notice given pursuant to this Section shall identify the failure in question with reasonable particularity.

**Section 5.3 Remedies.** Upon the occurrence of an Event of Default, the non defaulting party shall be entitled to exercise any and all remedies conferred by this Agreement or otherwise available to such non defaulting party in law or in equity.

**Section 5.4 No Waiver of Rights.** No failure by a non defaulting party to insist upon the strict performance of any of the terms of this Agreement or to exercise any right or remedy upon a Default hereunder, no acceptance by a non defaulting party of partial performance, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of any such Default or of any of the terms of this Agreement or a waiver of a non

defaulting party's right to demand exact compliance with the provisions contained in this Agreement. None of the terms of this Agreement to be kept, observed, or performed by a defaulting party and no breach thereof shall be waived, altered, or modified except by a written instrument executed by a non defaulting party. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach hereunder. No waiver of any Default hereunder by a defaulting party shall be implied from any omission by a non defaulting party to take any action on account of such Default if such Default persists or is repeated, and no express waiver shall affect any Default other than the Default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**Section 5.5 Rights Are Cumulative.** All rights, powers, privileges, and remedies conferred by this Agreement upon Sherwood URD and Developer shall be cumulative and shall be deemed additional to any and all of the remedies to which either party may be entitled in law, in equity, or otherwise, unless specifically and expressly limited by the provisions of this Agreement. Either party shall have the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement and by decree to compel performance of any such terms, covenants, or conditions, it being agreed by Developer and Sherwood URD that the remedy at law for any breach of such term, covenant or condition (except those requiring the payment of a liquidated sum or damages in accordance with express provisions of this Agreement) is not adequate.

## **ARTICLE VI** **MISCELLANEOUS PROVISIONS**

**Section 6.1 No Joint Venture or Partnership.** Nothing contained in this Agreement shall be construed to create the relationship between Sherwood URD and Developer of principal and agent, of mortgagee and mortgagor, of partners, of joint venturers, or of any association with each other or, except as may be expressly provided in this Agreement, so as to render either of the parties liable for the debts or obligations of the other.

**Section 6.2 Effect of Review, Objection, Failure to Object, Approval. Non-Approval or Consent.** In no event shall any review, objection, failure to object, approval, non-approval, or consent by Sherwood URD or Developer with respect to any act, plan, or proposal of the other made pursuant to any provision of this Agreement or otherwise be deemed (i) to constitute an assumption by Sherwood URD or Developer of responsibility or liability for the adequacy or suitability of any such act, plan, or proposal, (ii) to constitute a waiver of any claim or right that Sherwood URD or Developer might have against the other or any other person or entity by reason of or in connection with any act or omission of such other person pursuant to or in accordance with any act, plan, or proposal reviewed by Sherwood URD or Developer, or (iii) to result in Sherwood URD's or Developer's being deemed a joint tortfeasor with the other.

**Section 6.3 Notices.** Except as may be expressly set forth in this Agreement to the contrary, every notice, demand, request, submittal, consent, approval, or other communication required or permitted to be given to any party hereto pursuant to the terms of this Agreement



shall be effective only if given in writing and personally delivered or mailed, postage prepaid, by certified United States mail, return receipt requested, addressed as follows:

SHERWOOD URD: Sherwood URD Urban Renewal District  
22560 SW Pine Street  
Sherwood, OR 97140  
ATTN: Jim Patterson  
Fax: (503) 625-5524

With a copy to: Pamela J. Beery  
Beery, Elsner & Hammond  
1750 SW Harbor Way, Suite 380  
Portland, OR 97201

DEVELOPER: Capstone Partners LLC  
1015 NW 11<sup>th</sup> Avenue, Suite 243  
Portland, Oregon 97209  
ATTN: Chris Nelson  
Fax No.: (503) 226-1973

With a copy to: Ball Janik LLP  
Attn: Bradley S. Miller  
101 SW Main St., Suite 1100  
Portland, OR 97204  
Fax No.: (503) 295-1058

or to such other address as any such party may from time to time designate by notice to the other party in accordance with this Agreement. Every notice, demand, request, submittal, consent, approval, or other communication transmitted as aforesaid shall be deemed to have been given, or communicated, as the case may be, on the date of personal delivery or three (3) Business Days after the time that the same shall have been deposited, certified, in the United States mail from a United States post office or box.

**Section 6.4 No Personal Liability.** No director, commissioner, officer, official, or employee of Sherwood URD or Developer shall be personally liable to the other (i) on account of any default or breach by Sherwood URD or Developer under this Agreement, (ii) for any amount which may become due to the other under this Agreement, or (iii) with respect to any obligations under the terms of this Agreement. Neither Sherwood URD nor Developer shall collect or attempt to collect any money judgment for such matters from the personal assets of any of the directors, commissioners, officers, officials, or employees of the other on account of a failure by the other to comply with, observe, or perform any of the terms of this Agreement.

**Section 6.5 Headings.** The headings of the various articles and sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

**Section 6.6 Severability.** If any provision of this Agreement or the application thereof to any person, business entity, public body, or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons, business entities, public bodies, or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Section 6.7 Governing Law.** This Agreement shall be governed by and interpreted and construed under the laws of the State of Oregon.

**Section 6.8 Exhibits.** All Exhibits referred to herein and affixed hereto are deemed incorporated herein by reference with the same force and effect as if at each place of reference, in lieu of such reference, such respective Exhibit were set forth in its entirety.

**Section 6.9 Entire Agreement.** In the making, execution, and delivery of this Agreement, neither party has been induced by any representations, statements, covenants, or warranties made by the other party or its agents, other than as specifically set forth herein and in the other Operative Agreements. This Agreement and the other Operative Agreements constitute the full, complete, and entire agreement between and among the parties hereto with respect to the subject matters set forth herein and supersede all prior agreements between Sherwood URD and Developer on the subject matters set forth herein. No agent, employee, officer, representative, or attorney of the parties hereto has the authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Agreement. No amendment of this Agreement shall be binding or effective unless such amendment shall be in writing, signed by both Sherwood URD and Developer.

**Section 6.10 Time Is Of Essence.** All time limits stated in this Agreement are of the essence of this Agreement.

**Section 6.11 Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and such counterparts together shall constitute one and the same instrument.

**Section 6.12 Compliance.** No failure of either party hereto to exercise any right or power given hereunder or to insist upon strict compliance with any conditions and obligations specified herein, and no custom or practice of any of the parties hereto at variance with the terms of this Agreement, shall constitute a waiver of either party's right to demand exact compliance with the terms and conditions of this Agreement.

**Section 6.13 Survival and Termination of Agreement.** This Agreement shall expire and terminate upon the termination of the Purchase and Sale Agreement, or, if the Purchase and Sale Agreement is not terminated, upon later to occur of the Substantial Completion of the Project Improvements or Substantial Completion of the Infrastructure Improvements in compliance with the requirements of this Agreement or the mutual agreement of Developer and Sherwood URD.

**Section 6.14 No Third Party Beneficiary.** No individual or entity that is not a signatory to this Agreement (other than successors, successors-in-title and assigns of the parties to this Agreement) shall have any rights or privileges under or arising out of this Agreement, nor shall any person or entity that is not a signatory to this Agreement otherwise be deemed a third party beneficiary of this Agreement.

**Section 6.15 Estoppel Certificates.** Sherwood URD and Developer shall execute, acknowledge and deliver to the other promptly upon written request a certificate certifying, among other things, any of the following as requested:

(a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating the modifications);

(b) that no notice has been given by Sherwood URD to Developer or by Developer to Sherwood URD of any default under this Agreement that has not been cured and to the best of its knowledge and belief no default exists (or, if such exists, describing the same).

Certificates from Sherwood URD and Developer pertaining to the aforesaid matters may be relied upon by any existing or prospective lending institution and by any prospective assignee or successor of any interest under this Agreement. No certificate issued hereunder, however, shall be deemed to affect the rights and obligations of Sherwood URD and Developer between themselves under this Agreement.

**IN WITNESS WHEREOF,** Sherwood URD has caused this Agreement to be executed on its behalf by its duly authorized officers, and Developer has caused this Agreement to be executed on its behalf by its duly authorized officers, all on the day and year first above set forth.

**Sherwood URD Urban Renewal District**

By: \_\_\_\_\_  
Jim Patterson, District Manager

**Capstone Partners LLC, an Oregon limited liability company**

By: \_\_\_\_\_  
Chris Nelson, Member

By: Triangle Development Company, an Oregon corporation, Member

\_\_\_\_\_  
Jeffrey M. Sackett, President

## **EXHIBIT A**

### **Depiction of Conveyed Property**

Exhibit A – This exhibit is a topic of discussion at the 8/14/08 Work Session, and may need to be revised accordingly. It will be emailed to the URA Board by close of business on 8/15/08 and distributed in hardcopy at the 8/19/08 meeting.

## **EXHIBIT B**

### **General Description of Infrastructure Improvements**

The Infrastructure Improvements consists of a public plaza containing approximately 15,700 square feet at the northeast corner of the intersection of SE Pine Street and the Southern Pacific Railroad tracks, the construction of public rights of way for SE Columbia Street and SE Highland Drive and the improvement of SE Willamette Street.

Exhibit B – This exhibit is a topic of discussion at the 8/14/08 Work Session, and may need to be revised accordingly. It will be emailed to the URA Board by close of business on 8/15/08 and distributed in hardcopy at the 8/19/08 meeting.

## **EXHIBIT C**

### **Depiction of Infrastructure Improvements**

Exhibit C – This exhibit is a topic of discussion at the 8/14/08 Work Session, and may need to be revised accordingly. It will be emailed to the URA Board by close of business on 8/15/08 and distributed in hardcopy at the 8/19/08 meeting.

## **EXHIBIT D**

### **Development Services Agreement**

Exhibit D – This exhibit is a topic of discussion at the 8/14/08 Work Session, and may need to be revised accordingly. It will be emailed to the URA Board by close of business on 8/15/08 and distributed in hardcopy at the 8/19/08 meeting.