

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

MARION COUNTY RECORDS

2023-24311

D-AGCO

08/10/2023 12:55 PM

\$30.00 \$11.00 \$10.00 \$60.00

\$111.00



I, Bill Burgess, County Clerk for Marion County, Oregon, certify that the instrument identified herein was recorded in the Official Records.

A handwritten signature in black ink, appearing to read "Bill Burgess".

Pgs=6 DMI

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 East Park LLC, an Oregon limited liability company, 27375 SW Parkway Avenue, Wilsonville, Oregon 97070 (Developer):

RECITALS:

1. Developer wishes to plat and develop certain real property, identified as East Park Estates Phase 5, the boundary of which is described in Exhibit A and shown on the Exhibit B location map.
2. On August 27, 2021, the Planning Administrator granted conditional approval to Comprehensive Plan Change / Zone Change / Planned Unit Development / Subdivision / Class 2 Adjustment Case CPC-ZC-PUD-SUB-ADJ19-08MOD3, 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 following Required Improvements have been determined to be Qualified Public Improvements (QPI) and are eligible for System Development Charge (SDC) credits per SRC 41.160. The SDC Eligibility Ratio is based on Administrative Rule 109-200-2.4(c) as follows:
 - a. The SDC Eligibility Ratio is 100 percent of the Certified Costs for the traffic signal at the intersection of Greencrest Street NE and State Street, and the

interconnect to the signal at the intersection of Cordon Road and State Street, as required by Condition 51.

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 22-104143-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 the 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 agrees to the following performance guarantee conditions to ensure performance:
 - a. A performance guarantee conforming to any of the types listed in SRC 110.100(c)(1-5), valued at 100 percent of the estimated construction costs of the improvements within the right-of-way of State Street; and
 - b. No building permits for any buildings or structures within the subdivision or partition shall be issued until:
 - i. All other 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 all other 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 in the deed records of the appropriate county, releasing the property from the no-build agreement.
- 11. The Developer shall, within 90 days of City acceptance of the Required Improvements, prepare a sworn statement of allowable costs incurred in the construction of the QPI, 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. The allowable costs are as set forth in SRC 41.300.

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

East Park LLC, an Oregon limited liability company

By: 

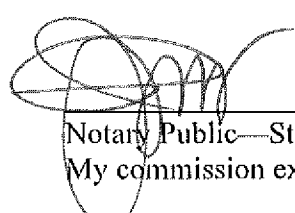
Kiril Ivanov, Member

STATE OF OREGON)

County of Clackamas) ss.

This instrument was acknowledged before me on July 17,, 20 23, by Kiril Ivanov, as Member of East Park LLC, an Oregon limited liability company.




Notary Public—State of Oregon

My commission expires: March 22, 2026

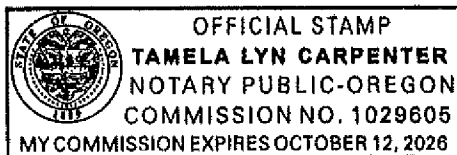
CITY OF SALEM, OREGON



Keith Stahley, ICMA-CM, City Manager

STATE OF OREGON)

County of Marion) ss.

This instrument was acknowledged before me on August 3, 20 23, by Keith Stahley, ICMA-CM, as City Manager of the City of Salem, Oregon.




Notary Public—State of Oregon

My commission expires: October 12, 2026

APPROVED:

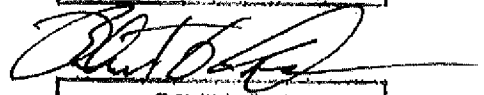

Brian D. Martin, PE, Public Works Director

Checked by: CP
Permit Number: 22-104143-PC
July 10, 2023

EXHIBIT "A"

BEGINNING AT A 5/8 INCH ROD AT THE NORTHEAST CORNER OF PARCEL 1, PARTITION PLAT 2020-61, AS RECORDED IN MARION COUNTY BOOK OF PARTITION PLATS, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 2 WEST OF THE WILLAMETTER MERIDIAN, CITY OF SALEM, MARION COUNTY, OREGON; THENCE ALONG THE NORTH LINE TO SAID PARCEL 1, SOUTH 89°59'11" WEST 527.71 FEET; THENCE SOUTH 00°00'49" EAST 493.61 FEET; THENCE 27.40 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT (THE CHORD OF WHICH BEARS SOUTH 31°24'44" EAST 26.05 FEET); THENCE 190.69 FEET ALONG A 45.00 FOOT RADIUS CURVE TO THE RIGHT (THE CHORD OF WHICH BEARS SOUTH 58°35'16" WEST 76.82 FEET; THENCE NORTH 00°00'49" WEST 19.00 FEET; THENCE SOUTH 89°59'11" WEST 229.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF GREENCREST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING 5 CALLS, 121.89 FEET ALONG A 483.58 FOOT RADIUS CURVE TO THE RIGHT (THE CHORD OF WHICH BEARS NORTH 06°51'07" EAST 121.57 FEET); 133.64 FEET ALONG A 543.58 FOOT RADIUS TO THE LEFT (THE CHORD OF WHICH BEARS NORTH 07°01'47" EAST 133.31 FEET); NORTH 00°00'49" WEST 398.87 FEET; 556.60 FEET ALONG A 630.00 FOOT RADIUS CURVE TO THE LEFT (THE CHORD OF WHICH BEARS NORTH 25°19'26" WEST 538.68 FEET); NORTH 50°38'03" WEST 50.63 FEET; THENCE NORTH 39°21'57" EAST 100.00 FEET; THENCE NORTH 83°50'38" EAST 100.56 FEET; THENCE NORTH 89°59'11" EAST 99.00 FEET; THENCE NORTH 00°00'49" WEST 17.84 FEET; THENCE NORTH 89°58'19" EAST 774.77 FEET TO THE WEST RIGHT-OF-WAY LINE OF CORDON ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°51'36" EAST 740.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.88 ACRES MORE OR LESS.

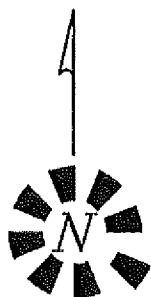
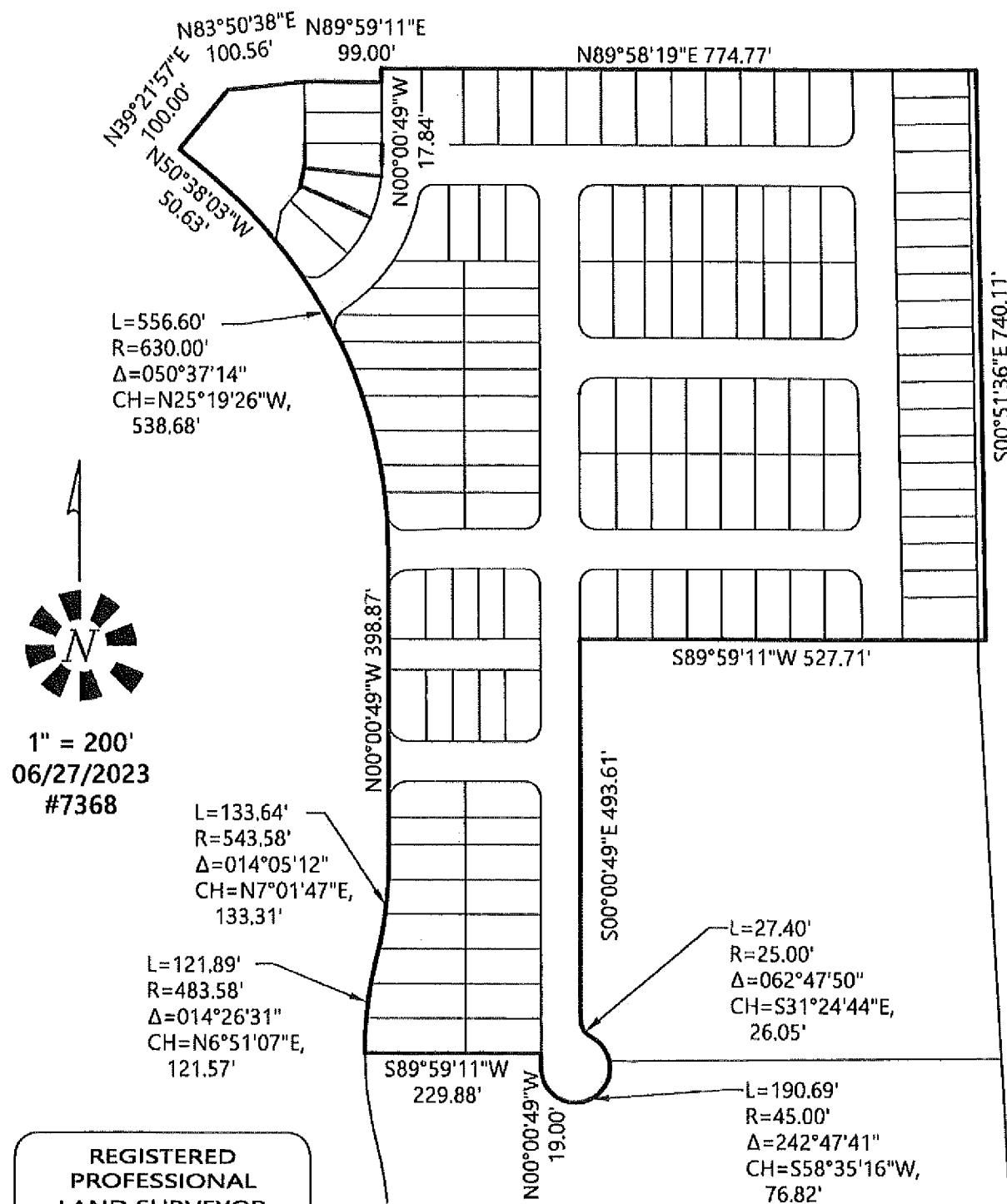
REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 13, 2004
ROBERT D. HAMMAN
64202LS

EXPIRES: 6/30/2025

EXHIBIT "B"



1" = 200'
06/27/2023
#7368

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
ROBERT D. HAMMAN
64202LS

EXPIRES: 6-30-2025

BY:
MULTI/TECH ENGINEERING SERVICES, INC.
1155 13TH ST. S.E. SALEM, OREGON 97302
503-363-9227

Marion County
Document Separator Page

Instrument # 2023-24311

August 10, 2023 12:55 PM

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: \$111.00

Bill Burgess
Marion County Clerk

This is not an invoice.