

I, BRENDA J. PERCY, COUNTY CLERK FOR GRANT COUNTY, OR CERTIFY THAT THE INSTRUMENT IDENTIFIED HEREIN WAS RECORDED IN THE COUNTY CLERK'S RECORDS.
BRENDA J PERCY, GRANT COUNTY CLERK

DOC#: 20222255
PG: 38 \$268.50
12/15/2022 11:36 AM

After recording, return to:

City of John Day
Attn: City Manager
450 E. Main Street
John Day, Oregon 97845



MEMORANDUM OF DEVELOPMENT AGREEMENT

This Memorandum of Development Agreement (this "Memorandum") is dated effective October 24, 2022 (the "Effective Date") and is entered into between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, John Day Urban Renewal Agency ("Agency"), whose address is 450 E. Main Street, John Day, Oregon 97845, and Mahogany Ridge Development LLC ("Company"), an Oregon limited liability company, whose address is 601 S. Canyon Boulevard, John Day, Oregon 97845

City, Agency, and Company are parties to a certain Development Agreement dated effective May 24, 2022 (the "Agreement"). Pursuant to the terms of the Agreement, City and/or Agency will provide Company certain development incentives in consideration of Company's transfer and conveyance of the following to City (individually and collectively, the "Company Property and Improvements"): (a) a portion of that certain real property consisting of approximately 30 acres described and depicted on the attached Exhibit A (the "Property"); and (b) certain sewer, water, stormwater, and street improvements located on or about the Property. Pursuant to the terms of the Agreement, Company will not transfer and/or convey the Property without City's prior written consent.

This Memorandum is for notice purposes only. This Memorandum does not modify and/or change any provisions contained in the Agreement. This Memorandum may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be effective for all purposes as of the Effective Date.


City:
City of John Day,
an Oregon Municipal Corporation


By: Ron Lundbom, Mayor

Company:
Mahogany Ridge Development LLC,
an Oregon Limited Liability Company


By: Josh Walker, Member

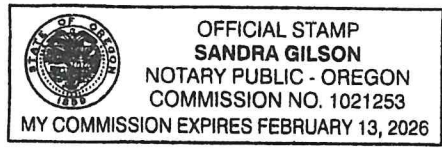
Agency:
John Day Urban Renewal Agency


By: Corum Ketchum, Interim (Pro Tem) Director

[notaries on immediately following page]

State of Oregon)
) ss.
County of Grant)

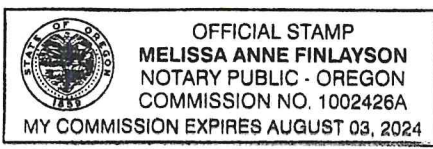
This instrument was acknowledged before me on 12/14/2022 by Ron Lundbom, who stated that he is the mayor of City of John Day.



Sandra Gilson
Notary Public for OREGON
Commission No.: 1021253
My Commission Expires: 2/13/2026

State of Oregon)
) ss.
County of Grant)

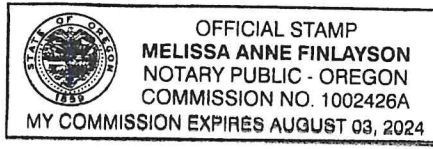
This instrument was acknowledged before me on December 14, 2022 by Corum Ketchum, who stated that he is the interim (pro tem) director of John Day Urban Renewal Agency.



Melissa Finlayson
Notary Public for State of Oregon
Commission No.: 1002426A
My Commission Expires: August 3, 2024

State of Oregon)
) ss.
County of Grant)

This instrument was acknowledged before me on December 14, 2022 by Josh Walker, who stated that he is the president of Mahogany Ridge Development LLC.



Melissa Finlayson
Notary Public for State of Oregon
Commission No.: 1002426A
My Commission Expires: August 3, 2024

2022255

Exhibit A
Property

[attached]

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is dated October 24, 2022, but made effective for all purposes as of May 24, 2022 (the "Effective Date"), and is entered into between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, John Day Urban Renewal Agency ("Agency"), whose address is 450 E. Main Street, John Day, Oregon 97845, and Mahogany Ridge Development LLC ("Company"), whose address is 601 S. Canyon Boulevard, John Day, Oregon 97845.

RECITALS:

A. Company intends to partition and develop that certain real property commonly known as The Ridge more particularly described and depicted on the attached Exhibit A (the "Property"). The Property consists of approximately 80 acres located within City's incorporated limits at the east end of John Day. Company intends to partition and develop part of the Property into a 12-lot residential subdivision with open space dedications comprising a total of approximately 27.35 acres plus Right-of-Way to be known as "The Ridge – Phase 1" (the "Development"). The Development is more particularly described and depicted on the attached Exhibit B. Company has provided City with the Cost Estimate for the Public Improvements attached hereto as Exhibit C.

B. New roads will be improved and extended over and across the Development from East Main Street/U.S. Highway 26 (the "Street Extension"). The Street Extension was approved by and through the 2009 John Day Local Street Area Network Plan. The Street Extension is authorized under City Ordinance No. 19-177-01 as an addition to the John Day Comprehensive Land Use Plan.

C. Subject to the terms and conditions contained in this Agreement, City and Agency desire to provide Company certain incentives to assist with the Project in exchange for Company's transfer, conveyance, and dedication of the Public Improvements and Right-of-Way to City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' covenants and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.
2. Land Use Application; Pre-Construction. Company submitted the Application, including the Plat, to City for review and approval. The Application concerns the Development, Open Space, Public Improvements, and Right-of-Way dedication described in Section 4.6. The Application was approved by the John Day Planning Commission on or about June 3, 2021. Prior to commencing construction of the Public Improvements, Company will provide the Public Works Department a list of contractors Company intends hire to construct the Public Improvements. Each contractor must schedule and attend a preconstruction meeting with the Public Works Department before commencing construction of any Public Improvements.
3. Development. Subject to the terms and conditions contained in this Agreement, Company will construct (or cause to be constructed) and complete, at Company's cost and expense, the Development no later than June 30, 2023. The Development will be completed in accordance with the final Plat, this Agreement, and all applicable land use approvals. If a conflict arises between any of the foregoing, City's interpretation of the applicable requirements concerning the Development will be binding and controlling on Company. In accordance with ORS 92.060-065, Company will cause the Development to be monumented and will furnish any required bonds.
4. Public Improvements. Company will construct and complete, at Company's cost and expense, the Public Improvements subject to and in accordance with the terms and conditions contained in this Agreement,

including, without limitation, the following:

4.1 Design. Subject to the terms and conditions contained in this Agreement, in consideration of City and/or Agency providing the Incentives, Company will design and complete the Public Improvements in accordance with the following: (a) all applicable land use, subdivision, and/or construction approvals, including the final Plat; (b) the Public Improvement Design and Construction Standards; (c) the Public Improvement Plans and Specifications; and (d) the Laws. If a conflict arises between any of the foregoing, City's interpretation of the applicable requirements concerning the Public Improvements will be binding and controlling on Company. Company will obtain, at Company's cost and expense, all necessary designs, plans and specifications, permits, licenses, reviews, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to design, develop, construct, and complete the Public Improvements.

4.2 Construction. Subject to the terms and conditions contained in this Agreement, Company will properly design, construct, and complete the Public Improvements prior to City's approval of the final Plat; provided, however, if the Public Improvements are not completed and accepted by City in accordance with this Agreement prior to the final Plat's signing, City will not approve and/or sign the final Plat unless and until Company submits to City the Cost Estimate and satisfactory evidence of the Bonds. If any increase in the cost to complete the Public Improvements occurs, Company will increase each Bond to an amount equal to the increased construction costs. Company will pay the costs of all Bonds. Once commenced, Company will prosecute construction of the Public Improvements diligently, continuously, and in accordance with this Agreement. Company will cooperate with City and promptly provide upon City's request any information and/or documentation reasonably requested by City from time to time to determine Company's compliance with this Agreement. Subject to the terms and conditions of this Agreement, Company will complete the Public Improvements no later than June 30, 2023.

4.3 Minimum Standards. Subject to the terms and conditions contained in this Agreement, Company will perform (or cause to be performed) the following at Company's cost and expense: (a) construct and complete the Public Improvements expeditiously and in a good and workmanlike manner, consistent and in compliance with the Public Improvement Plans and Specifications, Public Improvement Design and Construction Standards, Laws, and this Agreement; (b) furnish, provide, and pay for all labor, materials, equipment, tools, supplies, machinery, transportation, and/or services necessary or appropriate to properly construct and complete the Public Improvements; (c) properly manage and dispose of all waste, garbage, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with the Laws; (d) pay when due all charges for labor and materials used for Company's construction of the Public Improvements; and (e) timely and properly pay any third-party contractors and materialmen for any construction services concerning the Public Improvements subject to and in accordance with the Laws. Company will keep the Public Improvements free and clear of all Encumbrances. The Public Improvements will be free from deficiencies and/or defects in materials and workmanship. Company will only use new and good quality materials and equipment for the Public Improvements. Company (and each Company contractor) will maintain proper licensure with the CCB and maintain proper insurance and bonding as required under this Agreement and the Laws. Company will cause Company's contractors to conform and comply with this Agreement. Company will conduct its operations and will perform all work necessary to complete the Public Improvements, including, without limitation, all excavation and/or restoration related work, in accordance with the following: (t) all work will take into account the slope of the terrain on the Property; (u) roads will be excavated and graded to minimize the impact of slope; (v) all work will account for and safely divert water runoff; (w) all utilities (water, sewer, private utilities, etc.) will be installed prior to pavement installation; (x) all work will take into account all applicable traffic control laws, regulations, rules, and procedures; (y) the work will be conducted in a manner intended to minimize any obstruction and/or disruption to traffic circulation (Company will provide adequate traffic control); and (z) Company will ensure that the work does not obstruct and/or prevent necessary police and fire emergency routes. City will have the right to inspect construction of the Public Improvements at reasonable intervals to ensure Company is complying with its obligations under this Agreement.

4.4 Inspection. Company will provide written notice to City (the "Notice of Completion") when Company reasonably determines that the Public Improvements have been completed in accordance with this Agreement. Within a reasonable period of time after City's receipt of the Notice of Completion, City will inspect the Public Improvements to determine if the Public Improvements have been completed in accordance with this

Agreement. After completing the inspection, City will provide Company written notice (the "Correction Notice") if City identifies any Public Improvements that require correction and/or completion. Company will complete any required corrections and/or Public Improvements identified in the Correction Notice within ten (10) days after City's issuance of the Correction Notice (or such greater period City may identify in the Correction Notice) (the "Correction Period"). At the conclusion of the Correction Period, City and Company will conduct a joint walk-through inspection for the purpose of confirming that Company has properly completed any required corrections and/or Public Improvements. Company will pay all costs of City's inspection and any other costs incurred by City in connection with City's enforcement of this Section 4.4. City's inspection(s) will be completed solely to protect City's interests in the Public Improvements.

4.5 Acceptance. City will provide Company written notice if and when City approves and accepts the completed Public Improvements (the "Acceptance Notice"). City's evaluation of the Public Improvements will be completed solely to protect City's interests. City will not be a guarantor of, or responsible for, proper construction of the Public Improvements. City's acceptance of the Public Improvements will not constitute a representation or warranty that the Public Improvements were properly designed or completed or create any City liability or obligation.

4.6 Improvements and Right-of-Way Conveyance. Company will transfer, convey, and dedicate the Open Space, Public Improvements, and Right-of-Way to City immediately upon completion of the Public Improvements and recording of the final Plat. Company will take all actions and execute all documents, instruments, orders, and/or agreements City deems necessary or appropriate to effectuate the transfer, conveyance, and dedication of the Public Improvements, Open Space, and Right-of-Way to City. Company will transfer, convey, and dedicate the Public Improvements, Open Space, and Right-of-Way free and clear of all Encumbrances.

4.7 City Ownership; City Costs. City will own all Public Improvements constructed on City property and/or designated as City or public property (including the underlying real property), including, without limitation, any street signs, trees, landscaping, water meters, sewer lines, stormwater facilities, fire hydrants, curb and gutters, sidewalks, and/or trail improvements. Notwithstanding anything contained in this Agreement to the contrary, prior to City's acceptance of the Public Improvements, Company will pay all costs incurred by City in connection with this Agreement, including, without limitation, any costs City incurred to perform any required inspections and testing (including, without limitation, soil and material testing), immediately upon City's written demand.

4.8 Expenses and Taxes.

4.8.1 Subject to the terms and conditions contained in this Agreement, prior to Company's transfer and conveyance of the Public Improvements and Right-of-Way to City, Company will pay all costs, expenses, utilities, taxes, and all other items and expenses with respect to the Public Improvements and Right-of-Way, including, without limitation, all Grant County real and personal property taxes. Expenses will not be prorated between City and Company. Notwithstanding anything contained in this Agreement to the contrary, City will not assume any liabilities, obligations, costs, and/or expenses arising out of or related to the Public Improvements and/or Right-of-Way. Company is liable for the timely payment and performance of all liabilities, obligations, costs, and/or expenses arising out of or related to the Public Improvements and/or Right-of-Way.

4.8.2 City is a tax-exempt municipal corporation. Notwithstanding anything contained in this Agreement to the contrary, City will not pay any real and/or personal property taxes concerning or related to the Public Improvements and/or Right-of-Way. In accordance with ORS 311.411, prior to Company's transfer and conveyance of the Public Improvements and Right-of-Way, Company will deliver to City a certificate issued by the Grant County Assessor attesting that all "charges against the real property" (as defined under ORS 311.411) have been paid by Company in full.

5. Project Incentives. Subject to the terms and conditions contained in this Agreement, City and/or Agency will provide the following financial and other incentives concerning or related to the Project (individually and collectively, the "Incentive(s)"):

5.1 Agency Incentives. Subject to and in accordance with the John Day Urban Renewal Area Housing Incentive Plan (approved and adopted through City Ordinance No. 18-173-03) and Laws, Agency will provide and/or pay the following: (a) Agency will pay seven percent (7%) cash back on all new homes constructed and completed within the Development (each an "Eligible Home(s)") subject to and in accordance with the Urban Renewal Agency area plan (provided, however, each property owner must apply for the owner's URA incentive as part of the owner's land use review); and (b) Agency will pay the SDCs for Eligible Homes.

5.2 Expense Reimbursement. Prior to Company's transfer and conveyance of the Public Improvements and Right-of-Way to City, and notwithstanding anything contained in this Agreement to the contrary, Agency will reimburse Company's costs and expenses concerning Company's timely and proper completion of the Public Improvements (individually and collectively, the "Expenses") up to an amount not exceeding \$749,999.00, excepting those expenses previously incurred by City. City and Agency will not be responsible for any Expenses exceeding \$749,999.00; Company will timely pay in full all Expenses exceeding \$749,999.00. Company will submit monthly invoices to City concerning the Expenses (and all City requested supporting documentation and information) for City's review and approval. Subject to the terms and conditions contained in this Agreement, if an invoice is approved by City, City will pay seventy-five percent (75%) of the total invoiced amount; Company will be responsible (and will timely pay) the remaining twenty-five percent (25%) of the total invoiced amount. Notwithstanding the forgoing, City will reimburse Company no more than \$675,000.00 concerning Expenses incurred prior to issuance of the Acceptance Notice. Company is liable for, and will timely pay, all liabilities, obligations, costs, and/or expenses arising out of or related to the Property, Right-of-Way, and/or Public Improvements prior to reimbursement of the Expenses. As of October 24, 2022, City has reimbursed \$545,687.56 of Company's Expenses. City's total remaining Expense reimbursement "obligation" will not exceed \$204,311.44.

5.3 Transfer Restriction. Company will not Transfer in any manner whatsoever, whether voluntarily or involuntarily, any interest in or to this Agreement, Public Improvements, Open Space, Right-of-way, and/or any Incentives without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Subject to the immediately preceding sentence, Company will not Transfer its interest in or to this Agreement and/or any Incentives unless and until the following conditions are satisfied: (a) the assignee or transferee agrees in writing (in form and substance reasonably satisfactory to City) to assume and abide by the terms and conditions contained in this Agreement; (b) Company demonstrating to City that the assignee or transferee is capable of successfully performing all Company's obligations under this Agreement subject to and in accordance with this Agreement; and (c) Company providing City ninety (90) days' prior written notice of the proposed Transfer and City provides prior written consent of the proposed Transfer. Company will provide all transferees and/or assignees of the Development (or any interest therein) written notice of the terms of this Agreement, including the Incentives Company may receive under this Agreement.

6. Company Representations; Warranties; Covenants. In addition to all other Company representations, warranties, and covenants contained in this Agreement, Company represents, warrants, and covenants to City and Agency as follows:

6.1 Authority; Binding Obligation; Conflicts. Company is an Oregon limited liability company duly organized and validly existing under the laws of the State of Oregon. Company has full power and authority to sign and deliver this Agreement and to perform all Company's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Company, enforceable against Company in accordance with its terms. The signing and delivery of this Agreement by Company and performance by Company of all Company's obligations under this Agreement will not (a) breach any agreement to which Company is a party, or give any person the right to accelerate any obligation of Company, (c) violate any law, judgment, and/or order to which Company is subject, and/or (d) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. No action, arbitration, audit, hearing, investigation, litigation, suit, and/or other proceeding is pending or threatened against Company. Company owns the Property in fee simple, free and clear of all Encumbrances. The Public Improvements, Open Space, and Right-of-Way will be free and clear of all Encumbrances upon completion and when transferred to City. No representation or warranty made by Company in this Agreement includes any untrue statement or omits to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

6.2 Sophistication; Investigation; Disclosure. Company has knowledge and experience in real estate development matters necessary to make Company capable of evaluating the merits and risks of this Agreement. Company has entered into this Agreement on the basis of its own examination and personal knowledge. Company has had full opportunity to investigate and examine, and to ask questions and receive answers concerning this Agreement. Company has obtained all information desired in connection with this Agreement. Company has not relied on any representations or warranties made by City and/or Agency other than those expressly contained in this Agreement. Company has reviewed all plans and specifications concerning the Public Improvements, Open Space, and Right-of-Way dedication and is satisfied with the nature, location, and all other aspects of the Public Improvements, Open Space, and Right-of-Way. Company has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and location of the Property (and all surrounding areas), the general and local conditions, including, without limitation, those bearing upon building, materials, transportation, disposal, handling, storage of materials, availability of labor, water, electric power, roads, uncertainties of weather, and any other conditions at or on the Property (and all surrounding areas), and assumes all risk thereof. Company has reviewed, investigated, researched, and confirmed the correctness and adequacy of the ground, existing facilities, and the character of equipment and facilities needed preliminary to and during Company's completion of the Project, and assumes all risk thereof. Company has disclosed this Agreement to all lenders and other persons or entities having a financial, ownership, and/or possessory interest in or to the Property.

6.3 Company Insurance. Company will obtain and maintain the following insurance: (a) general liability insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief and will have minimum limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; the insurance will include coverage for contractual liability and "products-completed operations" that will apply through the Warranty Period; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Company with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to City and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name City and City's Representatives as additional insureds. Company's insurance will be primary, and any insurance carried by City will be excess and noncontributing. Company will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Company under this Section 6.3 prior to the commencement of construction of the Project and upon City's demand. All policies of insurance Company is required to carry under this Agreement will provide that the insurer waives the right of subrogation against City. During the term of this Agreement, each contractor of Company will obtain and maintain insurance in form and amount sufficient to satisfy the requirements of this Agreement and applicable Oregon law. Prior to a contractor's commencement of any work on the Public Improvements, Company will furnish City evidence satisfactory to City that the contractor has obtained the insurance coverage required under this Agreement.

6.4 Bonding. Company and each of its contractors performing work related to the Public Improvements with a value over \$100,000.00 must file a \$30,000.00 "public works bond" with the CCB prior to performing any work related to or concerning the Public Improvements. Company will verify that all contractors have filed a public works bond before permitting any contractor to start work on the Public Improvements.

6.5 Hazardous Substances. Company will not cause and/or permit any Hazardous Substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas.

6.6 Indemnification. Company releases and will defend, indemnify, and hold City, City's Representatives, Agency, and Agency's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any breach and/or inaccuracy of, and/or failure to perform, any Company representation, warranty, covenant, and/or obligation made in this Agreement; (b) design, construction, installation, and/or completion of the Public Improvements and/or transfer and conveyance of the Right-of-Way; (c) the acts or omissions of Company

and/or Company's Representatives which arise in any manner out of Company's and/or Company's Representatives' construction of the Public Improvements; (d) damage, injury, and/or death to person or property caused directly or indirectly by Company and/or Company's Representatives; and/or (e) all clean-up, removal, and remediation work arising out of or resulting from Company's failure to comply with Section 6.5. Company's indemnification obligations provided under this Section 6.6 will survive the termination of this Agreement. Excepting any warranty claims under Section 7 of this Agreement, Company's obligation to defend and indemnify City for claims, actions, proceedings, liabilities, obligations, costs, and expenses arising from the design and construction of the Public Improvements terminates upon City's issuance of the Acceptance Notice; provided, however, Company will remain obligated to defend and indemnify City, City's Representatives, Agency, and Agency's Representatives under this Section 6.6 for all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, arising from the design and construction of the Public Improvements arising on or before City's issuance of the Acceptance Notice.

6.7 Independent Contractor. Company is an independent contractor of City. Company is not an employee of City. Company will be free from direction and control over the means and manner of constructing the Public Improvements, subject only to the right of City to specify the desired results. Company will pay all taxes arising out of or resulting from completion of the Public Improvements, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Company is licensed under ORS Chapter 701. In the performance of the work under this Agreement, Company is customarily engaged in, and will continue to customarily engage in, an independently established business as described under ORS 670.600(3).

6.8 Waiver of Remonstrance. To facilitate installation of the Public Improvements upon the occurrence of an Event of Default, Company hereby forever waives and releases all right to remonstrate against the formation of a local improvement district or reimbursement district by City and/or any third party for the purpose of constructing the Public Improvements. The term "right to remonstrate" refers to a property owner's right under applicable law to be counted as part of objecting property owners that can, in certain circumstances, suspend proceedings on the formation of a local improvement district or reimbursement district. This waiver does not limit or otherwise restrict the ability of a property owner bound by this covenant to appear at any of the required public hearings and testify regarding the formation of a local improvement district or reimbursement district, whether the boundaries include all benefited property, the equity of the assessment formula, the scope and nature of the project, or of the final assessment (or any other issue regarding the local improvement district or reimbursement district). **THIS WAIVER OF REMONSTRANCE RUNS WITH THE LAND AND IS BINDING ON ALL CURRENT AND FUTURE INTEREST HOLDERS IN THE PROPERTY.**

7. Warranty.

7.1 Limited Warranty. Company guarantees and warrants the Public Improvements against all deficiencies and/or defects in materials, equipment, and workmanship for a period of two years, commencing from the date of the Acceptance Notice (the "Warranty Period"). If City discovers a deficiency and/or defect in the Public Improvements, Company will commence repair or correction of the deficiency or defect within forty-eight (48) hours after City's written notice. Company will complete all warranty work diligently and expeditiously until completion (and without cost and/or interruption to City). If Company fails to promptly complete the warranty work, City may employ a third party to complete the warranty work. All costs and expenses incurred by City to service the warranty work will be reimbursed by Company immediately upon City's written demand. Where any Public Improvement deficiency and/or defect has been repaired or corrected in accordance with this Section 7.1, the Warranty Period for such repaired or corrected Public Improvement will be extended for an additional two years commencing on the date City has determined that such repair or correction has been satisfactorily completed. Company's warranty obligations provided under this Section 7.1 are in addition to, and not in limitation of, all other representations, warranties, guarantees, and remedies provided under this Agreement.

7.2 Warranty Form. Upon request of City, Company will execute and return to City a warranty form in form and substance acceptable to City, including a warranty bond in the amount of 10% of the value of the Public Improvements. Company will supply City with all warranty and guarantee documents relative to equipment and materials incorporated into the Public Improvements and guaranteed by their suppliers and/or manufacturers.

City's and Agency's performance of its obligations under this Agreement are conditioned on Company's performance of its obligations under this Agreement, including, without limitation, assigning (or causing to be assigned) to City all manufacturer warranties for equipment and/or products incorporated into the Public Improvements.

8. Term; Termination; Remedies; Indemnification.

8.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2030, unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement.

8.2 Company Default. Subject to the terms and conditions contained in this Agreement, the occurrence of one or more of the following events constitutes a default by Company under this Agreement (each an "Event of Default"): (a) Company breaches and/or otherwise fails to perform any Company representation, warranty, covenant, and/or obligation contained in this Agreement; (b) any proceeding under any bankruptcy and/or insolvency laws is commenced by or against Company, a receiver is appointed for any part of the Project, or any attachment, seizure, or levy is made concerning the Project; (c) any Transfer of Company's interest in and to this Agreement and/or any Incentives, other than a Transfer receiving City's prior written consent in accordance with Section 5.3; (d) Company fails to complete the Public Improvements in accordance with this Agreement; and/or (e) Company gives City reasonable cause to doubt Company's ability to timely, fully, and properly complete the Public Improvements (or any other obligation hereunder). City will make the determination as to whether an Event of Default has occurred.

8.3 Prior Notice of Default. Prior to any party declaring an Event of Default, the non-defaulting party will provide the alleged defaulting party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Notwithstanding anything contained in this Agreement to the contrary, a non-defaulting party is not required to provide, and the alleged defaulting party is not entitled to receive, a Default Notice upon the alleged defaulting party's commitment of a default under this Agreement for which the alleged defaulting party has previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default).

8.4 Termination; Remedies. If City determines that an Event of Default has occurred, City may, in addition to any other remedy available to City under this Agreement, terminate this Agreement and take over prosecution of the construction work for the Public Improvements and complete the Public Improvements with its own forces or otherwise, or use such other measures City determines necessary to prevent delay and/or damages. Notwithstanding anything contained in this Agreement to the contrary, City's termination of this Agreement will not constitute a waiver of any rights, claims, and/or causes of action City may have against Company. Upon the occurrence of an Event of Default, (a) Agency and City will have no obligation to provide any Incentives and Company will immediately pay Agency and/or City, as applicable, any Incentives (to the extent disbursed or received through the default) plus interest at the rate of eight percent (8%) per annum from the date of the Incentive disbursement or receipt to the date repayment of the Incentive (and accrued interest) is made in full to City and Agency, and (b) City may, in addition to any other remedy provided to City under this Agreement, pursue all remedies available to City at law or in equity, including, without limitation, the right of specific performance. Without limiting the generality of the preceding, City will recover the full cost and expense of acquiring the Right-of-Way and any work performed by City to complete the Public Improvements and any repairs or corrections to any defective work, including, without limitation, construction expenses (including costs of labor, equipment, machinery, and supplies), survey expenses, attorney fees and costs, engineering fees, and expert fees. All available remedies are cumulative and may be exercised singularly or concurrently. No action taken by City hereunder will affect any other rights or remedies of City or relieve Company from any consequences or liabilities arising from such acts or omissions.

9. Miscellaneous.

9.1 Assignment; Memorandum. Subject to Section 5.3 and this Section 9.1, Company will not assign or transfer any of Company's rights and/or obligations under this Agreement to any person. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns, and will inure to their benefit. The parties will execute and record the Memorandum contemporaneously with the parties' mutual execution of this Agreement.

9.2 Costs; Attorney Fees. Company will bear Company's own fees, costs, and expenses incurred in connection with this Agreement, including, without limitation, all attorney fees and costs incurred in the preparation, negotiation, signing, and performance of this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.3 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above in the preamble (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

9.4 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by the parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

9.5 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 6.6 and the warranty obligations under Section 7. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

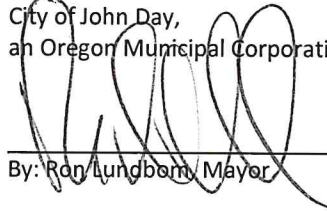
9.6 Entire Agreement; Interpretation; Discretion. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for

convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be the party's reasonable discretion, which consent, approval, determination, and/or similar discretionary action will not be unreasonably withheld, conditioned, and/or delayed.

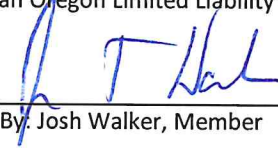
9.7 No Partnership; No Agency. This Agreement does not create an agency relationship between City, Agency, and/or Company and does not establish a joint venture or partnership between City, Agency, and/or Company. Company does not have the authority to bind City and/or Agency and/or represent to any person that Company is an agent of City and/or Agency. City and/or Agency will have no obligation with respect to Company's debts and/or liabilities in any nature whatsoever. Company is not carrying out a function on behalf of City and/or Agency.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.


City:
City of John Day,
an Oregon Municipal Corporation


By: Ron Lundborn, Mayor

Company:
Mahogany Ridge Development LLC,
an Oregon Limited Liability Company


By: Josh Walker, Member

Agency:
John Day Urban Renewal Agency


By: Corum Ketchum, Interim (Pro-Tem) Director

Appendix A
Definitions

“Acceptance Notice” has the meaning assigned to such term in Section 4.5.

“Agency” has the meaning assigned to such term in the preamble.

“Agreement” has the meaning assigned to such term in the preamble.

“Application” means Company’s master planned development application, MPD-21-01, which application is further described in Section 2.

“Bond(s)” means, individually and collectively, separate performance and payment bonds each in a sum equal to no less than 120% of the estimated total cost of the Public Improvements (or remaining cost to complete any unconstructed portion of the Public Improvements) in forms acceptable to City, executed by a corporate surety holding a certificate of authority to transact surety business in Oregon and otherwise acceptable to City.

“CCB” means the Oregon Construction Contractors Board.

“City” has the meaning assigned to such term in the preamble.

“Company” has the meaning assigned to such term in the preamble.

“Correction Notice” has the meaning assigned to such term in Section 4.4.

“Correction Period” has the meaning assigned to such term in Section 4.4.

“Cost Estimate” means an itemized estimate of the total cost to construct the Public Improvements, including the costs of inspections, permits, licenses, and fees.

“Cure Period” has the meaning assigned to such term in Section 8.3.

“Default Notice” has the meaning assigned to such term in Section 8.3.

“Development” has the meaning assigned to such term under Recital A and is more particularly described and depicted on the attached Exhibit A.

“Effective Date” has the meaning assigned to such term in the preamble.

“Eligible Home(s)” has the meaning assigned to such term in Section 5.1.

“Encumbrance(s)” means any liens, mortgages, pledges, security interests, claims, rights, and/or other encumbrances.

“Environmental Law(s)” means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

“Event of Default” has the meaning assigned to such term in Section 8.2.

“Expense(s)” has the meaning assigned to such term in Section 5.2.

“Hazardous Substance(s)” means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions.

“Incentive(s)” has the meaning assigned to such term in Section 5.

“Law(s)” means all applicable federal, state, and local policies, rules, regulations, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and/or regulations directly or indirectly affecting the Development, Public Improvements, and/or Right-of-Way, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws, and City’s building and zoning codes, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

“Memorandum” means a memorandum of this Agreement recorded against the Property in the Grant County Official Records, which memorandum will be in form and substance acceptable to City.

“Open Space” means the open space depicted in Exhibit B and recorded on the final Plat, which consists of four parcels totaling approximately 10.5 acres.

“Notice of Completion” has the meaning assigned to such term in Section 4.4.

“Plat” means the legal document recorded with Grant County delineating, among other things, the Development’s property boundaries (including all lots located within the Development, dedicated right-of-way, and easements.

“Project” means, collectively, the Development, Public Improvements, Street Extension, and conveyance of the Right-of-Way.

“Property” has the meaning assigned to such term under Recital A and is more particularly described and depicted on the attached Exhibit A.

“Public Improvement(s)” means those certain public infrastructure and/or improvements concerning or related to the Development identified and described in the Public Improvement Plans and Specifications attached hereto as Exhibit D, which improvements include, without limitation, the Street Extension consisting of approximately 2,500 linear feet of new pavement and supporting utility infrastructure installed to City specifications.

“Public Improvement Design and Construction Standards” means City’s applicable public improvement design and construction standards applicable at the time the Public Improvements are constructed, including, without limitation, all requirements applicable to curbs and gutters, aggregate road base, hot mix asphalt, signing, striping, storm drainage, improvements, public water and waste water improvements, landscaping, and lighting as defined in the John Day Municipal Code and Land Use Development Code.

“Public Improvement Plans and Specifications” means the plans and specifications attached hereto as Exhibit C and applicable as-built plans and specifications.

“Public Works Department” means City’s public works department.

“Representative(s)” means each present and future officer, director, manager, member, employee, agent, contractor, and/or representative of the identified party.

"Right-of-Way" means the real property subject to the dedications identified in Section 4.6, depicted in Exhibit B, and recorded on the final Plat.

"SDCs" means City's then-applicable system development charges.

"Street Extension" has the meaning assigned to such term in Recital B.

"Transfer" means any sale, assignment, mortgage, sublet, lien, conveyance, encumbrance, and/or other transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law).

"Warranty Period" has the meaning assigned to such term in Section 7.1.

2022255

Exhibit A
Property Description and Depiction

[attached]

2022255

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A:

Township 13 South, Range 31 East of the Willamette Meridian, Grant County, Oregon:

Section 25: **PARCEL 1 of Land Partition Plat No. 98-25**, as shown by the plat thereof filed for record in the office of the clerk of said county and state on July 15, 1998.

(Tax Acct. 3-1 13-31 TL2703; Ref. 39016)

Parcel B:

Land in the City of John Day, Grant County, Oregon, as follows:

Township 13 South, Range 31 East of the Willamette Meridian

Section 25: A tract of land in the NW1/4NW1/4 described as follows:

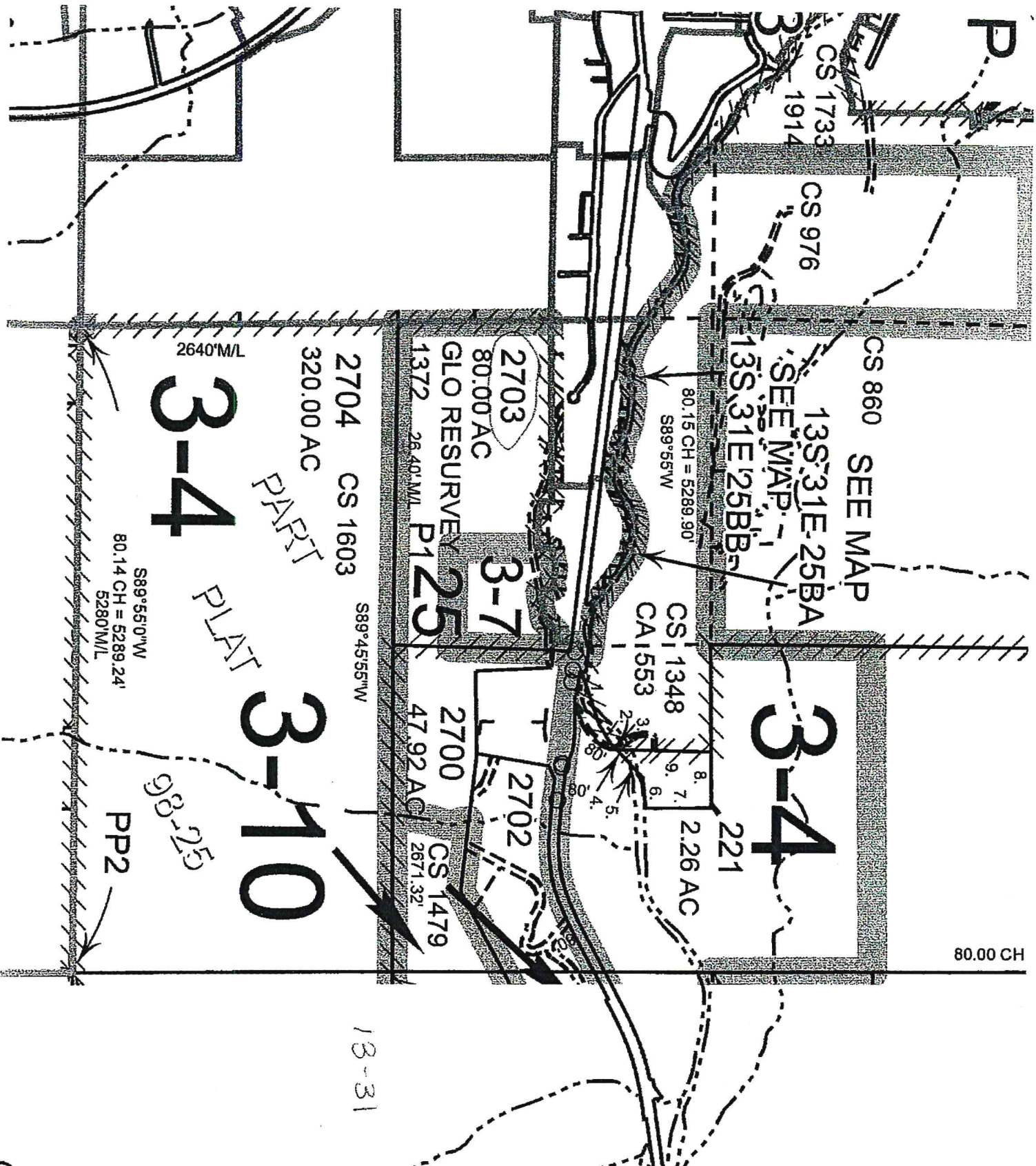
Beginning at the Southwest corner of the NW1/4NW1/4 of said Section 25; thence N1°19'W, along the West line of said NW1/4NW1/4, 327.9 feet to the Southerly right of way line of the city street; thence, along said Southerly boundary as follows; S88°24'E, 150.0 feet; thence N83°27'E, 136.1 feet to the west line of the McDowell tract; thence S1°19'E, along the West line of said McDowell tract, a distance of 339.4 feet to the South line of the NW1/4NW1/4 of said Section 25; thence West, along the South line of said NW1/4NW1/4, a distance of 285.4 feet to the point of beginning.

SAVE & EXCEPT the following: Beginning at a 5/8" x 30" iron pin on the Section line between Sections 25 and 26

Township 13 South, Range 31 East of the Willamette Meridian, said pin being N1°19'00"W, 203.90 feet from the North 1/16th corner between said sections; thence N1°19'W, along said Section line, 124.00 feet; thence S88°24'00"E, 112.00 feet; thence S1°19'00"E, 124.00 feet; thence N88°24'00"W, 112.00 feet to the point of beginning.

(Tax Acct. 3-1 13-31-25BB TL3100; Ref. 934)

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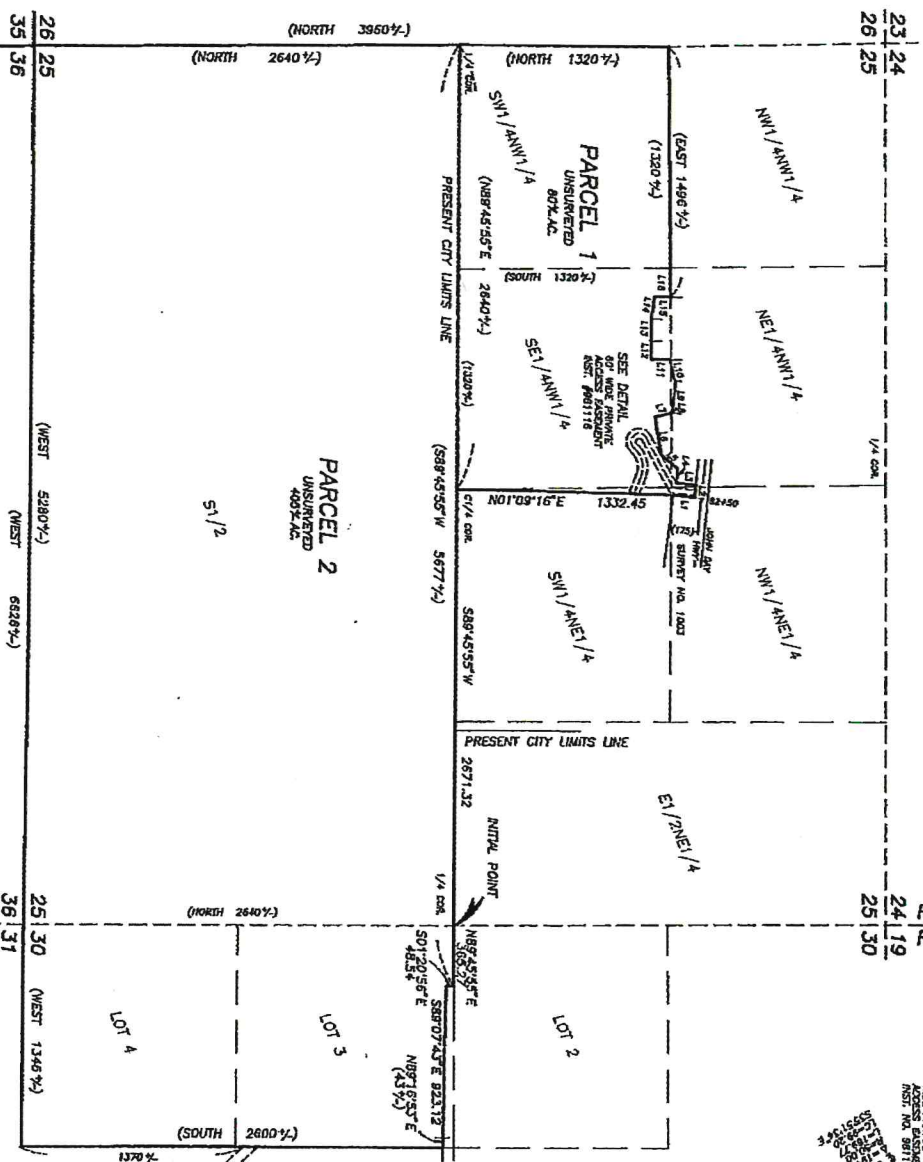


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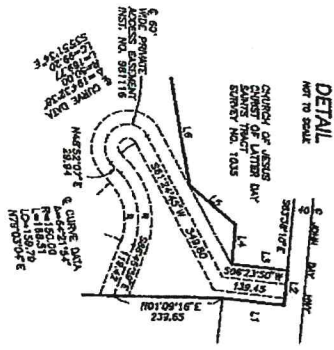
LAND PARTITION PLAT NO. 98-25

SITUATED IN SECTION 25, T.13S., R.31E., AND
 LOTS 2, 3 AND 4 OF SEC. 30, T.13S., R.32E., W.M.
 GRANT COUNTY, OREGON
 JUNE 25, 1988

NO SURVEY WAS PERFORMED FOR THIS
 PARTITION PROCESS



T73S
 R31E
 T24
 R32E
 T25
 R30E



SCALE 1" = 500'

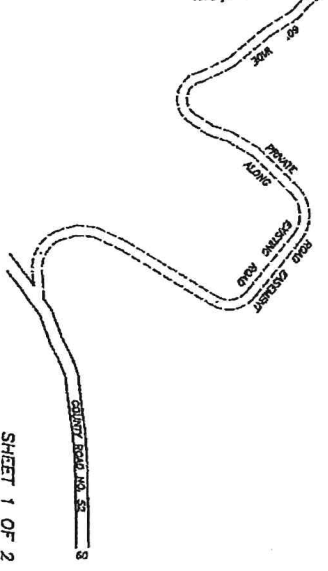
NOTES:

- (1) UNDIMENSIONED SECTION AND SECTION SUBDIVISION LINES SHOWN ARE PROTRACTED FOR GENERAL INFORMATION ONLY.
- (2) DIMENSIONS WITHIN () ARE APPROXIMATE.
- (3) THE LOCATION OF ALL HIGHWAYS AND ROADS ARE APPROXIMATE.
- (4) THE PERPETUAL EASEMENT IN THE DECLARATION IS NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.

REGISTERED PROFESSIONAL LAND SURVEYOR
Robert D. Bessett
 OREGON
 ROBERT D. BESETT
 12/21/88
 Expansion Date 12/21/88

LINE TABLE
 RECORD BEARINGS AND DISTANCES

LINE	BEARING	DISTANCE
L1	N1320°42'	1320.42
L2	N1496°42'	1496.42
L3	S02°21'W	174.2
L4	N87°21'W	66.5
L5	S77°21'W	255.4
L6	N17°21'W	114.8
L7	S87°21'W	188.6
L8	S77°21'W	172.0
L9	N87°21'W	114.1
L10	N89°45'54\"/>	128.0
L11	N89°45'54\"/>	128.0
L12	N89°45'54\"/>	172.2



LAND PARTITION PLAT NO. 98-25

SITUATED IN SECTION 25, T.13S., R.31E., AND LOTS 2, 3 AND 4 OF SEC. 30, T.13S., R.32E., W.1M. GRANT COUNTY, OREGON

NO SURVEY WAS PERFORMED FOR THIS PLAT

APPROVALS

APPROVED THIS 28th DAY OF JULY, 1988. [Signature] REGISTERED PROFESSIONAL LAND SURVEYOR

APPROVED THIS 28th DAY OF JULY, 1988. [Signature] REGISTERED PROFESSIONAL LAND SURVEYOR

RECEIVED AND FILED JULY 15, 1988 OFFICE OF CLERK SHERIFF

REGISTERED PROFESSIONAL LAND SURVEYOR [Signature] OREGON ROBERT B. BLAZETT 5948 Permit No. 12/21/78

DECLARATION

I, ROBERT B. BLAZETT, PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE SHOWN THE UNREGISTERED PARCELS ON THIS PLAT, AND THAT THE SAME ARE IN GRANT COUNTY, OREGON, SAID PARTITION BEING...

BLAZETT LANDSTOCK COMPANY, INC., AN OREGON CORPORATION. [Signature] BILL C. BLAZETT, PRESIDENT

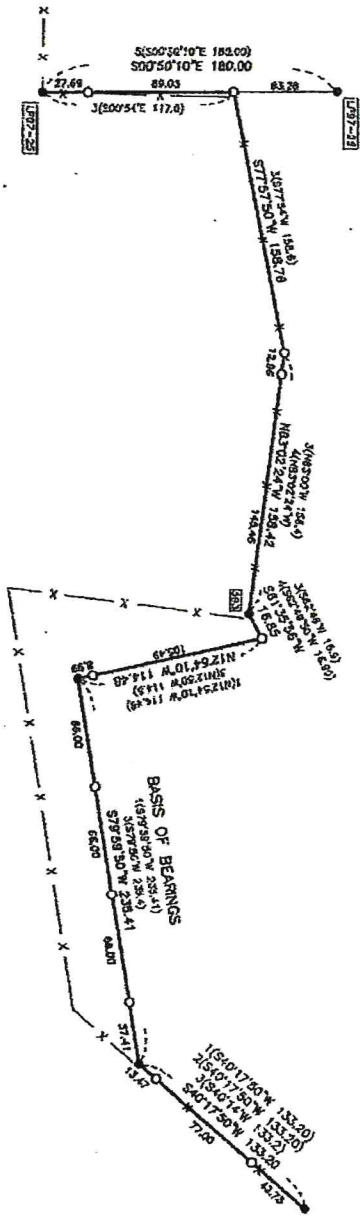


SURVEYOR'S CERTIFICATE

I, ROBERT B. BLAZETT, PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE SHOWN THE UNREGISTERED PARCELS ON THIS PLAT, AND THAT THE SAME ARE IN GRANT COUNTY, OREGON, SAID PARTITION BEING...

SECTION 25: THE WEST 1/4 CORNER OF SAID SECTION 24, SAID POINT BEING 87.72 FEET TO THE NEUTRAL POINT OF SAID SECTION 24, SAID POINT BEING 87.72 FEET TO THE NEUTRAL POINT OF SAID SECTION 24, SAID POINT BEING 87.72 FEET TO THE NEUTRAL POINT OF SAID SECTION 24...

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Scale 1"=50'

BASIS OF BEARINGS
SURVEY NO. 1035

LEGEND

- Found 5/8" iron pin with attached yellow plastic cap in Survey No. 1035, unless otherwise shown.
- Set 5/8"x30" iron pin with attached red plastic cap marked CORNERSTONE SURVEYING, INC.
- Fence Line
- 1) Survey No. 1035 record bearing and distance.
- 2) Survey No. 1479 record bearing and distance.
- 3) Land Partion No. 98-25 record bearing and dist.
- 4) Survey No. 993 record bearing and distance.
- 5) Land Partion No. 97-25 record bearing and dist.
- Found monument, see record map of survey number shown in box.

RECEIVED AND FILED
January 7, 2009
Jack L. Wilson
Professional Land Surveyor

NARRATIVE
The survey was performed at the request of Laurie Hansen. The survey map is to show the monuments established for a proposed subdivision which will not be completed.
A search was made of the available records pertaining to this survey and for the apartment monuments on the boundary. The monuments shown from Survey No.'s 593, 1035 and Land Partion No. 97-25 were accepted as shown. The monuments set during this survey were established in accordance with the information reported, the accepted found monuments and of intermediate points that were intended to be lot corners.

REGISTERED PROFESSIONAL LAND SURVEYOR
JACK L. WILSON
Oregon License No. 12345
Expiry Date 9/30/2010

CORNERSTONE SURVEYING, INC.
233 S. Canyon Blvd., John Day, Oregon 97845
(541) 578-1813
MAP OF SURVEY
SITUATED IN THE NW1/4 OF SECTION 25
T13S, R31E, W1W,
CITY OF JOHN DAY
GRANT COUNTY, OREGON
SURVEYED FOR Laurie Hansen
SURVEYED BY Jack Wilson
SURVEY COMPLETED: 11/4/2008

MAP OF SURVEY NO. 1035

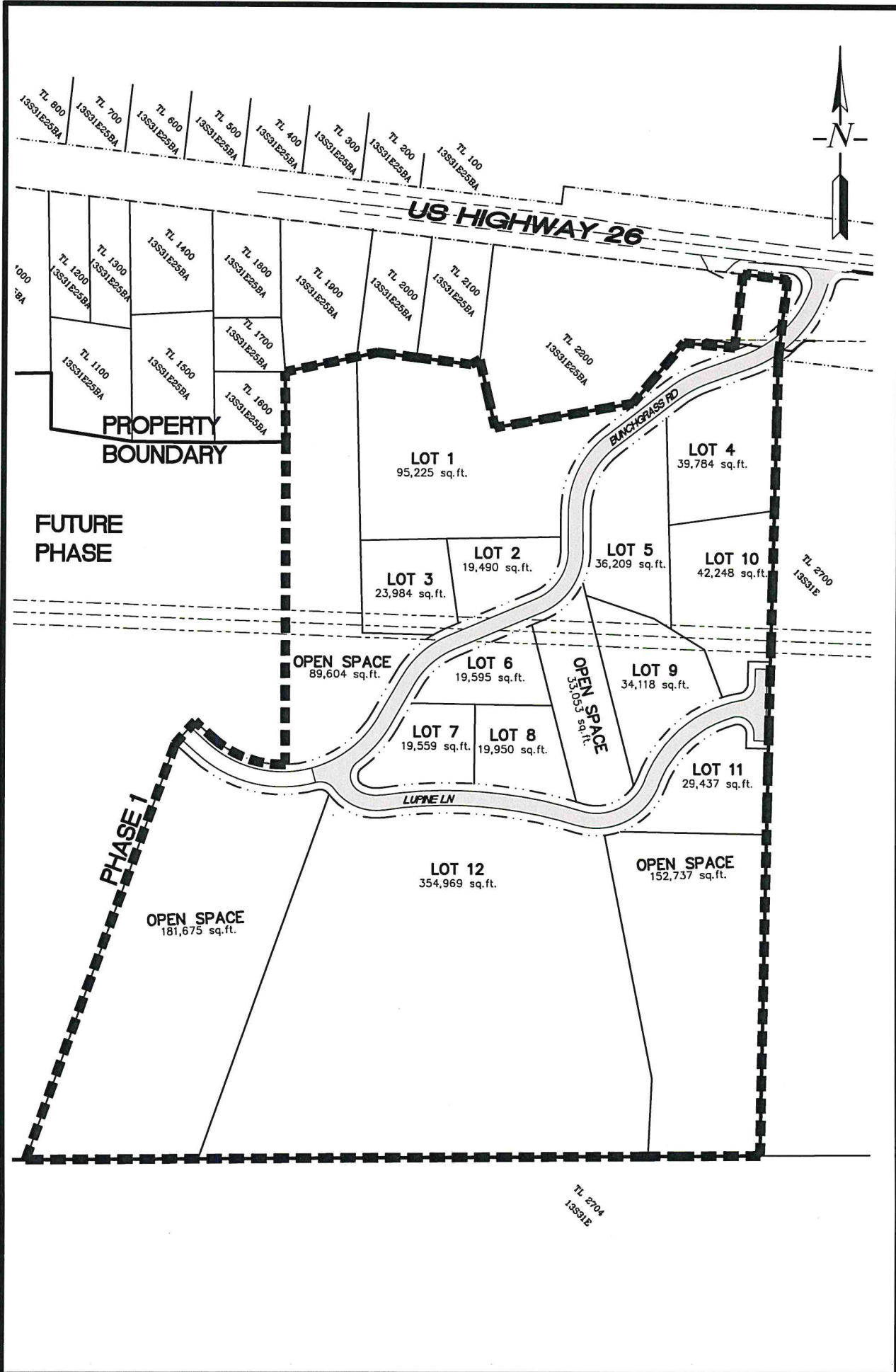
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Exhibit B

Development Description and Depiction

[attached]

2022255



REVISIONS	BY

THE RIDGE PHASE 1
MAHOGANY RIDGE PROPERTIES LLC

PHASE 1
LAYOUT

SISUL ENGINEERING
168 E. MAIN ST.
JOHN DAY, OREGON 97846
(541) 876-3777
DRAWING

DATE	APRIL 2021
SCALE	1"=100'
DRAWN	GB
JOB	20-032
SHEET	01
OF	01 SHEETS

2022 2255

Exhibit C
Engineer's Cost Estimate – June 17, 2022

[attached]

20222255

Engineer's Estimate
 "The Ridge - Phase 1" Improvements
 Rough Construction Cost
 6/17/2022

Typical Section	Length
25 ft. wide Paved Section	2150 ft
3 in. of HMAC over	
4 in. of 3/4"-0" Crushed Rock Base over	
8 in. of 2"-0 Crushed Base Rock	

Description	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
General				
Mobilization (10%)	1	LS	\$ 103,488.19	\$ 103,488.19
Temp Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
Erosion, Sediment & Pollution Control	1	LS	\$ 25,000.00	\$ 25,000.00
Clearing/Striping	1	LS	\$ 20,000.00	\$ 20,000.00
Street				
Grading- Cut/Fill	11500	CY	\$ 24.00	\$ 276,000.00
Sawcut AC	90	LF	\$ 3.00	\$ 270.00
HMAC	1070	Ton	\$ 135.00	\$ 144,450.00
1.5"-0" C.R. Road Base	1890	CY	\$ 37.00	\$ 69,930.00
3/4"-0" Base Rock/Shoulder	1000	CY	\$ 42.00	\$ 42,000.00
Waterlines				
8" C-900 Installation & Trenching	2000	LF	\$ 41.70	\$ 83,400.00
8" C-900 Materials & Misc	2000	LF	\$ 23.30	\$ 46,600.00
6" C-900 Installation & Trenching	80	LF	\$ 41.59	\$ 3,327.20
6" C-900 Materials	80	LF	\$ 13.41	\$ 1,072.80
8" x 8" Tee Installation & Trenching	1	EA	\$ 267.57	\$ 267.57
8" x 8" Tee Materials	1	EA	\$ 582.43	\$ 582.43
8" x 6" Tee Installation & Trenching	4	EA	\$ 210.65	\$ 842.60
8" x 6" Tee Materials	4	EA	\$ 539.35	\$ 2,157.40
8" Bend Installation & Trenching	10	EA	\$ 128.48	\$ 1,284.80
8" Bend Materials	10	EA	\$ 371.52	
8" Gate Valves Installation & Trenching	2	EA	\$ 364.51	\$ 729.02
8" Gate Valves Materials	2	EA	\$ 1,635.49	\$ 3,270.98
6" Gate Valves Installation & Trenching	4	EA	\$ 334.56	\$ 1,338.24
6" Gate Valves Materials	4	EA	\$ 1,165.44	\$ 4,661.76
Fire Hydrant Installation & Trenching	4	EA	\$ 1,705.78	\$ 6,823.12
Fire Hydrant Materials	4	EA	\$ 3,044.22	\$ 12,176.88
End Line Blowoff Installation & Trenching	1	EA	\$ 644.13	\$ 644.13
End Line Blowoff Materials	1	EA	\$ 1,105.87	\$ 1,105.87
Trust Blocks	20	EA	\$ 250.00	\$ 5,000.00
1" Service Meter & Tap Installation & Trenching	11	EA	\$ 423.02	\$ 4,653.22
1" Service Meter & Tap Materials	11	EA	\$ 776.98	\$ 8,546.78
2" Service Meter & Tap Installation & Trenching	1	EA	\$ 569.30	\$ 569.30
2" Service Meter & Tap Materials	1	EA	\$ 2,680.70	\$ 2,680.70
Sanitary				
8" 3034 PVC Installation	1076	LF	\$ 40.84	\$ 43,943.84
8" 3034 PVC Materials & Misc	1076	LF	\$ 14.16	\$ 15,236.16
6" 3034 PVC Installation	455	LF	\$ 40.17	\$ 18,277.35
6" 3034 PVC Materials	455	LF	\$ 9.83	\$ 4,472.65
4" 3034 PVC Installation	605	LF	\$ 35.47	\$ 21,459.35
4" 3034 PVC Materials	605	LF	\$ 9.53	\$ 5,765.65
48" Manhole	5	EA	\$ 2,850.00	\$ 14,250.00
48" Precast MH Materials, Frame, Grate	5	ea	\$ 1,650.00	\$ 8,250.00
Storm Drain				
36" CMP Culvert Installation	170	LF	\$ 70.00	\$ 11,900.00
36" CMP Culvert Materials	170	LF	\$ 70.60	\$ 12,002.00
24" CMP Culvert Installation	90	LF	\$ 50.00	\$ 4,500.00
24" CMP Culvert	90	LF	\$ 55.55	\$ 4,999.50
12" HDPE Culvert Intstallation and Trenching	50	LF	\$ 20.00	\$ 1,000.00
12" HDPE Culvert Materials	50	LF	\$ 45.00	\$ 2,250.00

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36" HDPE Culvert installation	70	LF	\$ 60.00	\$ 4,200.00
Rip Rap	45	CY	\$ 50.00	\$ 2,250.00
Misc. Utilities (Power, Fiber-optics) in Common Trench				
Fiber Optics Vaults installed by others	6	EA	\$ 550.00	\$ 3,300.00
Fiber Optics Conduit Installation & Trenching	2500	EA	\$ 5.58	\$ 13,950.00
Fiber Optics Conduit/Fiber Materials	2500	LF	\$ 1.42	\$ 3,550.00
Power Transformer/ Vault	5	EA	\$ 7,500.00	\$ 37,500.00
Sectionalizing Cabinet	2	EA	\$ 10,000.00	\$ 20,000.00
Splice Box	4	EA	\$ 2,500.00	\$ 10,000.00
New PP	1	EA	\$ 3,500.00	\$ 3,500.00
3" Conduit Installation & Trenching	2285	LF	\$ 11.00	\$ 25,135.00
3" Conduit Materials	2285	LF	\$ 8.23	\$ 18,805.55
Construction Total				\$ 1,185,370.04

Construction Contingency (5%)	\$ 59,268.50
Prelim Engr, Design Engr, Bid Assistance, & Construction Oversight (7.5%)	\$ 88,902.75
Misc. Reports (Geo-tech, Environmental, Etc) (2%)	\$ 23,707.40
Final Plat, Topography Survey, ROW Survey, Construction Staking (5%)	\$ 59,268.50
Legal & Administration (1%)	\$ 11,853.70

Project Estimate Total	\$ 1,428,370.89
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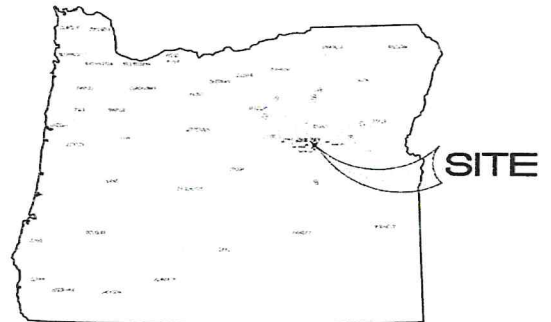
Exhibit D
Public Improvement Plans and Specifications

[attached]

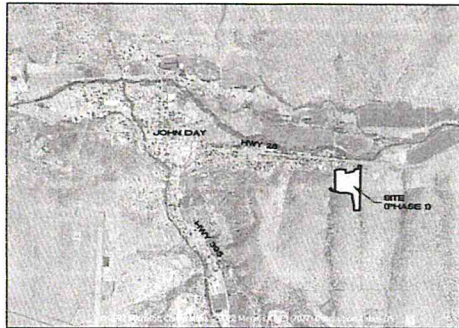
2022255

THE RIDGE PHASE 1

DEVELOPER:
MAHOGANY RIDGE PROPERTIES, LLC
314 A AVENUE
SENECA, OR 97873
CONTACT: JOSH WALKER
PH: 541-620-2992



OREGON VICINITY MAP



VICINITY MAP
1/75

INDEX

1. NOTES
2. WATER AND SANITARY SEWER PLAN
3. SANITARY SEWER PROFILE
4. BUNCHGRASS RD PLAN & PROFILE
5. LUPINE LN PLAN & PROFILES
6. BUNCHGRASS RD CROSS-SECTIONS
7. LUPINE LN CROSS-SECTIONS
8. GRADING PLAN
9. DETAILS

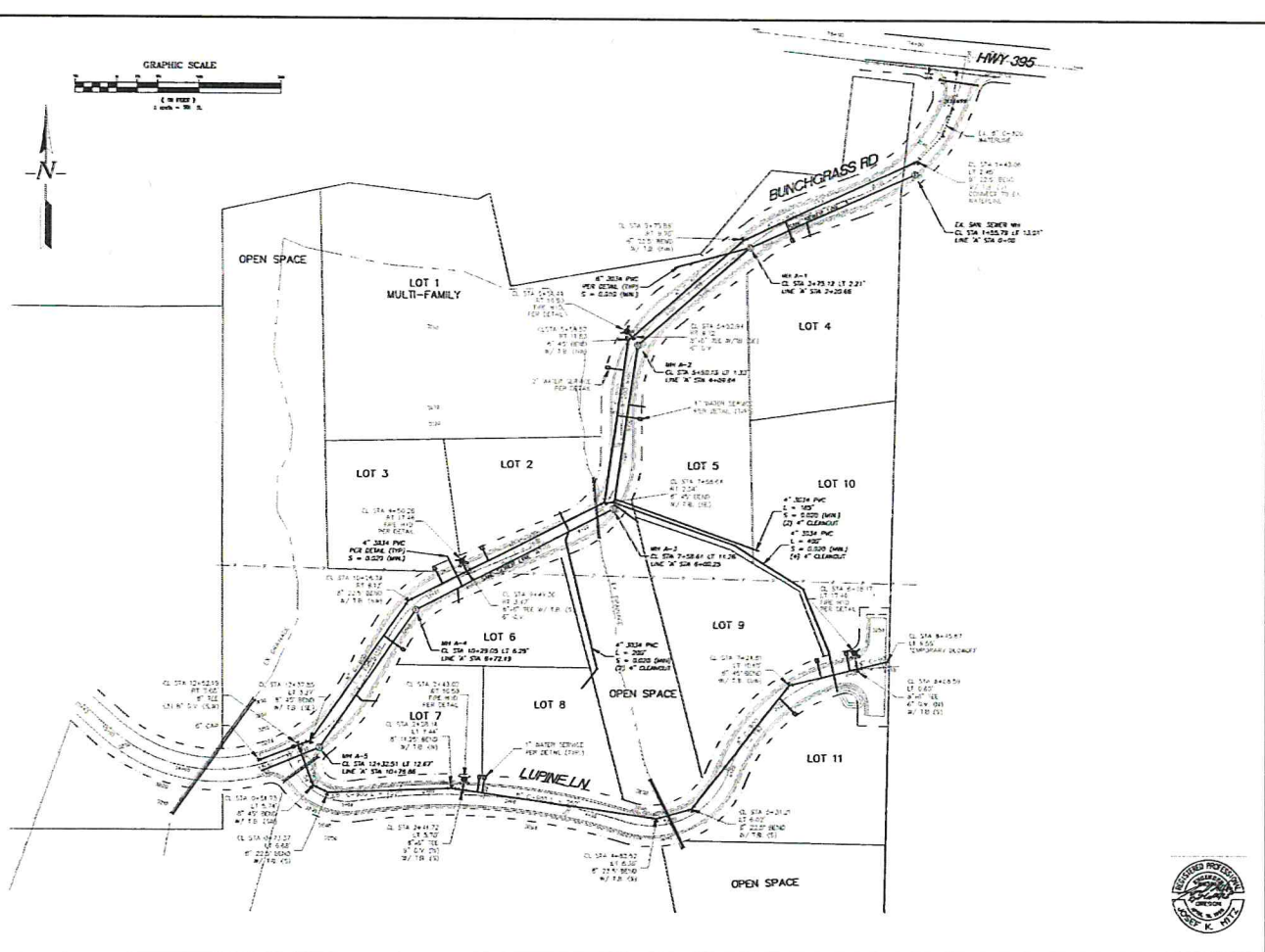
APRIL 2022

SISUL ENGINEERING
158 E. MAIN ST.
JOHN DAY, OR 97845
(541) 575-3777

MOST RECENT REVISION TO
THIS SET OF PLANS

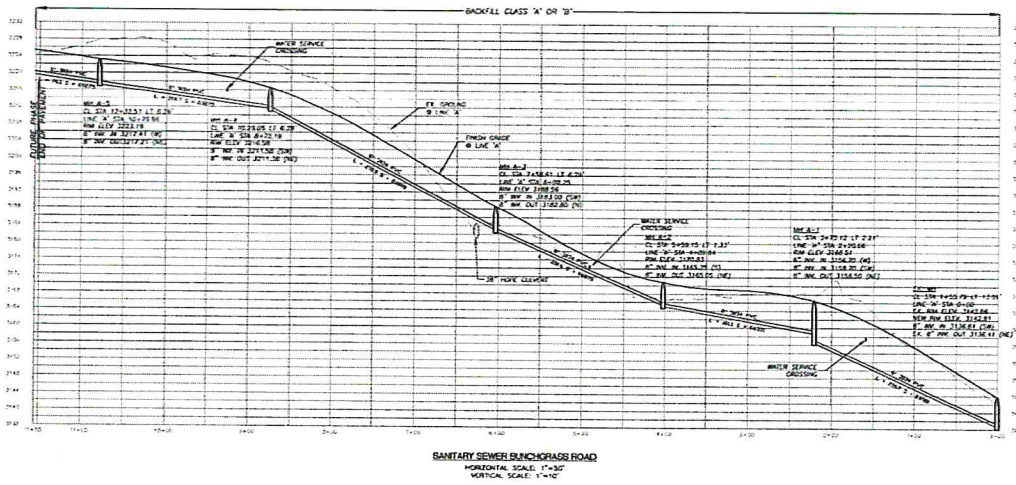


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THE RIDGE PHASE 1 MAHOGANY RIDGE PROPERTIES, LLC.	
WATER AND SANITARY SEWER PLAN	
SR ENGINEERING 1500 N. 10TH AVENUE SUITE 200 DENVER, CO 80202 PHONE: 303.733.7333 FAX: 303.733.7334 www.sreng.com	
DATE: 04/18/2022 DRAWN: GLE CHECKED: GLE PER: 20-032 SHEET: 02 OF: 09	

2022255



SANITARY SEWER BUNCHOADS ROAD
 HORIZONTAL SCALE 1"=30'
 VERTICAL SCALE 1"=4'

REVISION	DATE	BY	CHK

THE RIDGE PHASE 1
 MAHOAGANY RIDGE
 PROPERTIES, LLC.

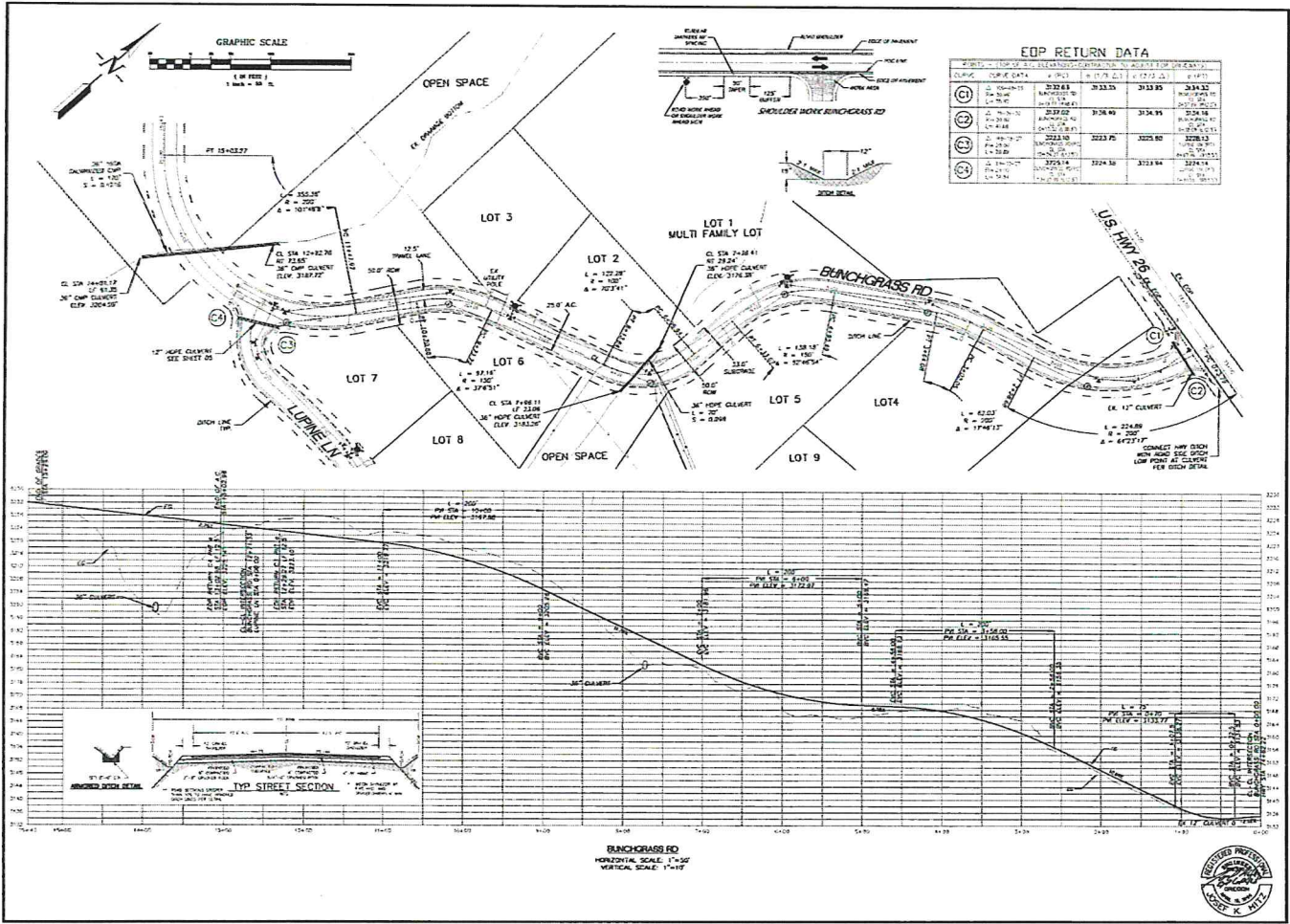
SANITARY SEWER
 PROFILE



ISULL ENGINEERING
 1000 N. MAIN STREET
 SUITE 100
 FAYETTEVILLE, VA 22801
 PHONE: (540) 337-3377
 FAX: (540) 337-3378

DATE: MAR 2022
 SCALE: NOTED
 SHEET: 03
 OF 03 SHEETS

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REVISIONS

NO.	DATE	DESCRIPTION
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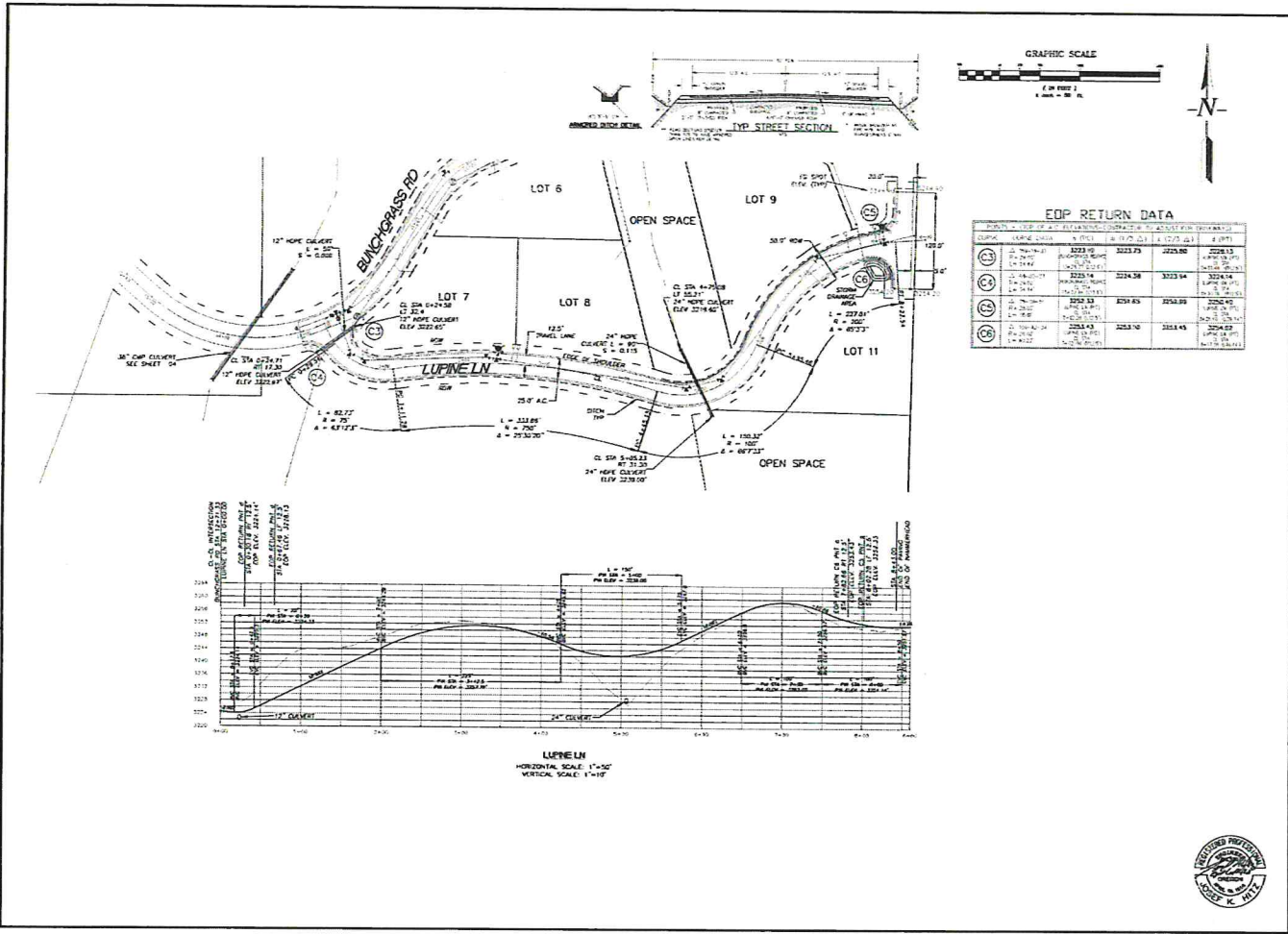
THE RIDGE PHASE 1
MAHOCANY RIDGE
PROPERTIES LLC

STREET PLAN AND PROFILE
BUNCHGRASS ROAD

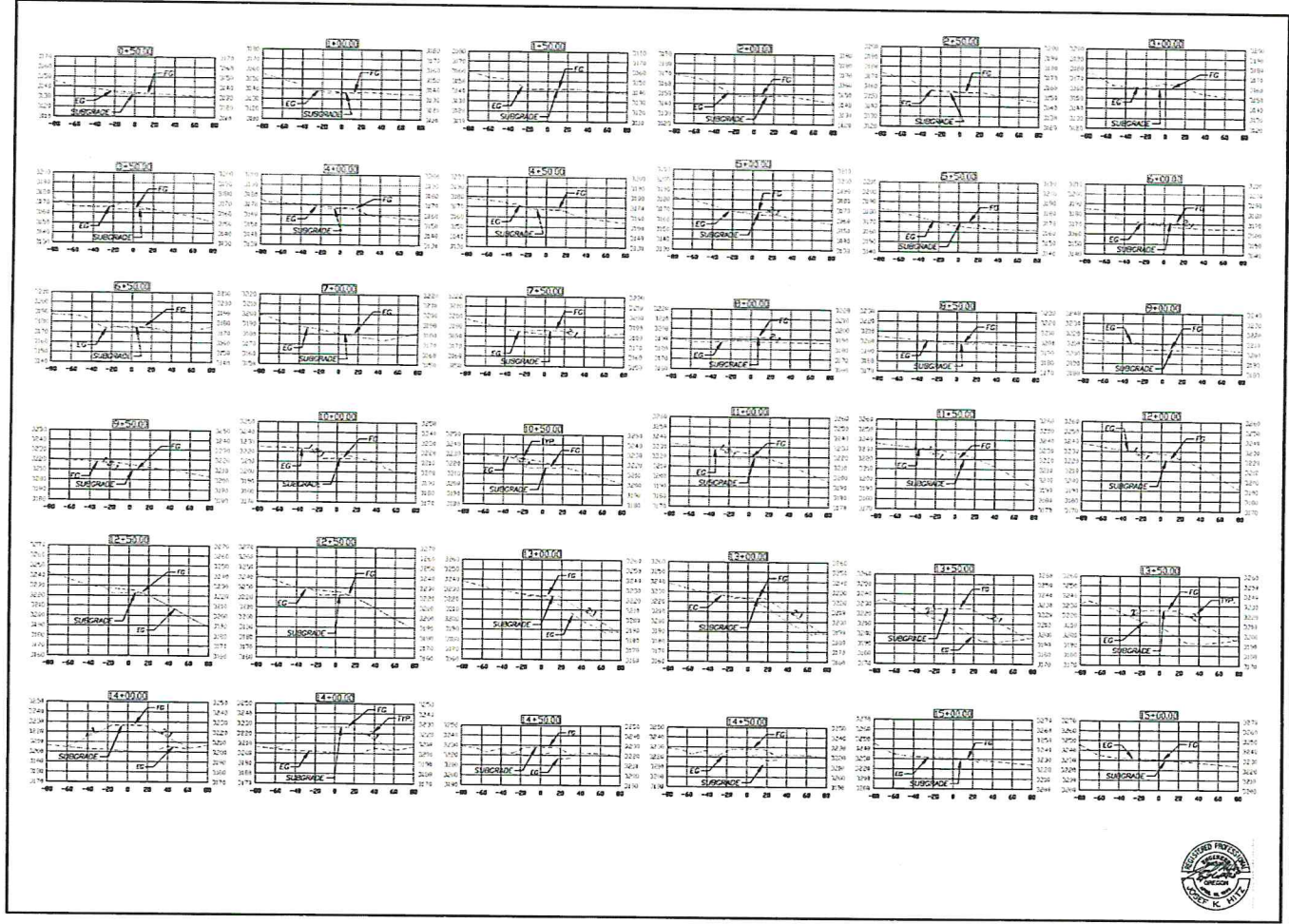
SISUL ENGINEERING
1400 E. MAIN STREET
DENVER, CO 80202
TEL: 303.733.8888
WWW.SISUL.COM

DATE: APRIL 2022
DRAWN: JLB
CHECKED: JLB
JOB NO: 20-033
SHEET: 04
OF 09 SHEETS

20222255



20222255



REVISIONS 1 2 3 4 5 6 7 8 9 10	THE RIDGE PHASE 1 MAHOCCANY RIDGE PROPERTIES LLC.	BUNCHGRASS ROAD CROSS SECTIONS	SSS ENGINEERING 10101 MAHOCCANY RIDGE SUITE 200 HOUSTON, TEXAS 77055 (281) 416-1100 WWW.SSSENGINEERING.COM	DATE: APRIL 2022 DRAWN: MFC CHECKED: LAR APP: JES-LSJ SHEET: 06 OF 23 SHEETS
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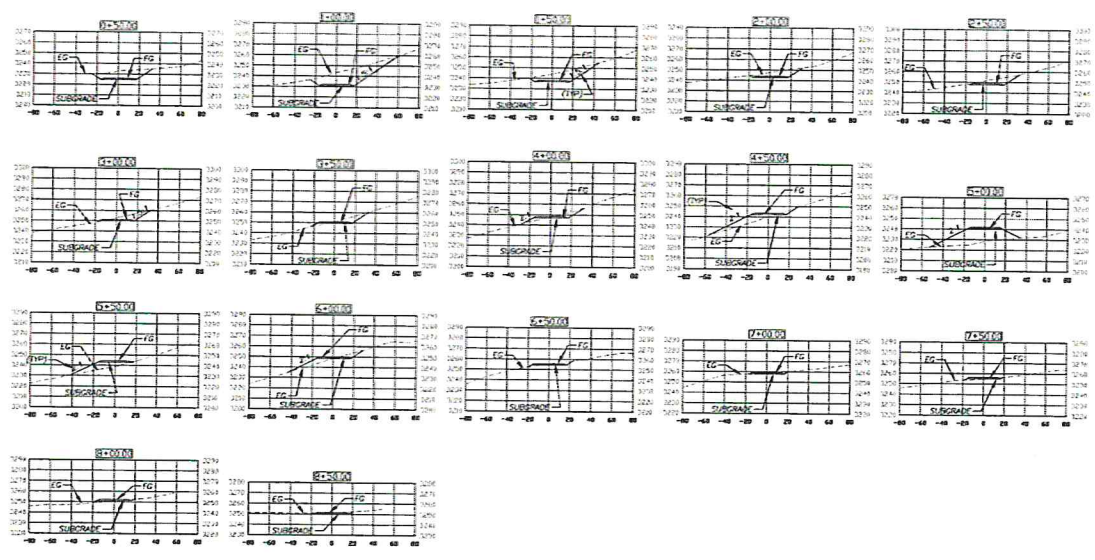


20222255

REVISION	11

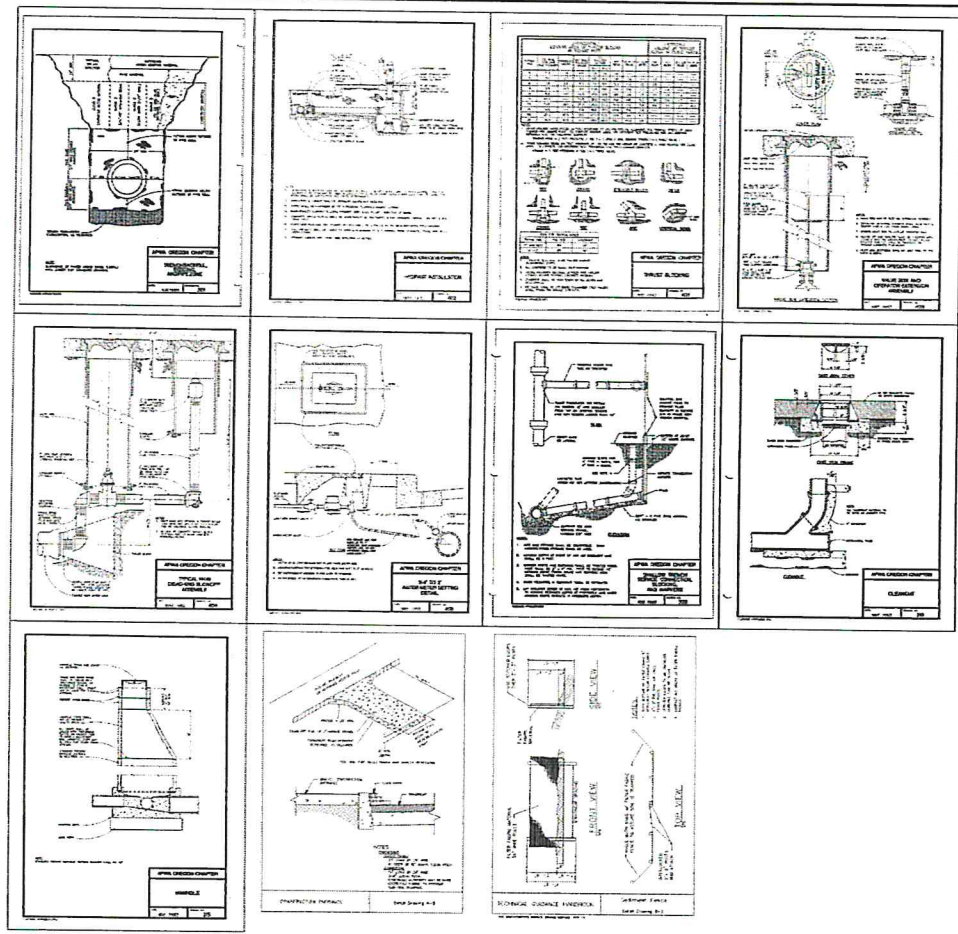
THE RIDGE PHASE 1
MAHOGANY RIDGE
PROPERTIES LLC.

LUPINE ROAD
CROSS SECTIONS



ISUL ENGINEERING
1818 W. 10TH ST., SUITE 100
WICHITA, KS 67203
PH: 316.262.1111
WWW.ISUL-ENGINEERING.COM

DATE: MAR 2022
SCALE: NOTED
DRAWN: GSR
CHECKED: JRS
SHEET: 07
OF 02 SHEETS



NO.	REVISIONS

THE RIDGE PHASE 1
MAHOGANY RIDGE
PROPERTIES, LLC.

DETAIL

SISUL ENGINEERING
SISUL ENGINEERING
1001 N. MAIN ST. SUITE 200
CORVALLIS, OR 97331
PHONE: 503-838-2577
FAX: 503-838-2578
WWW.SISUL.COM

DATE: MAR 2022
SCALE: NOTED
PROJECT: CR
JOB: 20-032
SHEET: 09
P. OF 09 SHEETS



DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is dated October 24, 2022, but made effective for all purposes as of May 24, 2022 (the "Effective Date"), and is entered into between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, John Day Urban Renewal Agency ("Agency"), whose address is 450 E. Main Street, John Day, Oregon 97845, and Mahogany Ridge Development LLC ("Company"), whose address is 601 S. Canyon Boulevard, John Day, Oregon 97845.

RECITALS:

A. Company intends to partition and develop that certain real property commonly known as The Ridge more particularly described and depicted on the attached Exhibit A (the "Property"). The Property consists of approximately 80 acres located within City's incorporated limits at the east end of John Day. Company intends to partition and develop part of the Property into a 12-lot residential subdivision with open space dedications comprising a total of approximately 27.35 acres plus Right-of-Way to be known as "The Ridge – Phase 1" (the "Development"). The Development is more particularly described and depicted on the attached Exhibit B. Company has provided City with the Cost Estimate for the Public Improvements attached hereto as Exhibit C.

B. New roads will be improved and extended over and across the Development from East Main Street/U.S. Highway 26 (the "Street Extension"). The Street Extension was approved by and through the 2009 John Day Local Street Area Network Plan. The Street Extension is authorized under City Ordinance No. 19-177-01 as an addition to the John Day Comprehensive Land Use Plan.

C. Subject to the terms and conditions contained in this Agreement, City and Agency desire to provide Company certain incentives to assist with the Project in exchange for Company's transfer, conveyance, and dedication of the Public Improvements and Right-of-Way to City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' covenants and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.
2. Land Use Application; Pre-Construction. Company submitted the Application, including the Plat, to City for review and approval. The Application concerns the Development, Open Space, Public Improvements, and Right-of-Way dedication described in Section 4.6. The Application was approved by the John Day Planning Commission on or about June 3, 2021. Prior to commencing construction of the Public Improvements, Company will provide the Public Works Department a list of contractors Company intends hire to construct the Public Improvements. Each contractor must schedule and attend a preconstruction meeting with the Public Works Department before commencing construction of any Public Improvements.
3. Development. Subject to the terms and conditions contained in this Agreement, Company will construct (or cause to be constructed) and complete, at Company's cost and expense, the Development no later than June 30, 2023. The Development will be completed in accordance with the final Plat, this Agreement, and all applicable land use approvals. If a conflict arises between any of the foregoing, City's interpretation of the applicable requirements concerning the Development will be binding and controlling on Company. In accordance with ORS 92.060-065, Company will cause the Development to be monumented and will furnish any required bonds.
4. Public Improvements. Company will construct and complete, at Company's cost and expense, the Public Improvements subject to and in accordance with the terms and conditions contained in this Agreement,

Agreement. After completing the inspection, City will provide Company written notice (the "Correction Notice") if City identifies any Public Improvements that require correction and/or completion. Company will complete any required corrections and/or Public Improvements identified in the Correction Notice within ten (10) days after City's issuance of the Correction Notice (or such greater period City may identify in the Correction Notice) (the "Correction Period"). At the conclusion of the Correction Period, City and Company will conduct a joint walk-through inspection for the purpose of confirming that Company has properly completed any required corrections and/or Public Improvements. Company will pay all costs of City's inspection and any other costs incurred by City in connection with City's enforcement of this Section 4.4. City's inspection(s) will be completed solely to protect City's interests in the Public Improvements.

4.5 Acceptance. City will provide Company written notice if and when City approves and accepts the completed Public Improvements (the "Acceptance Notice"). City's evaluation of the Public Improvements will be completed solely to protect City's interests. City will not be a guarantor of, or responsible for, proper construction of the Public Improvements. City's acceptance of the Public Improvements will not constitute a representation or warranty that the Public Improvements were properly designed or completed or create any City liability or obligation.

4.6 Improvements and Right-of-Way Conveyance. Company will transfer, convey, and dedicate the Open Space, Public Improvements, and Right-of-Way to City immediately upon completion of the Public Improvements and recording of the final Plat. Company will take all actions and execute all documents, instruments, orders, and/or agreements City deems necessary or appropriate to effectuate the transfer, conveyance, and dedication of the Public Improvements, Open Space, and Right-of-Way to City. Company will transfer, convey, and dedicate the Public Improvements, Open Space, and Right-of-Way free and clear of all Encumbrances.

4.7 City Ownership; City Costs. City will own all Public Improvements constructed on City property and/or designated as City or public property (including the underlying real property), including, without limitation, any street signs, trees, landscaping, water meters, sewer lines, stormwater facilities, fire hydrants, curb and gutters, sidewalks, and/or trail improvements. Notwithstanding anything contained in this Agreement to the contrary, prior to City's acceptance of the Public Improvements, Company will pay all costs incurred by City in connection with this Agreement, including, without limitation, any costs City incurred to perform any required inspections and testing (including, without limitation, soil and material testing), immediately upon City's written demand.

4.8 Expenses and Taxes.

4.8.1 Subject to the terms and conditions contained in this Agreement, prior to Company's transfer and conveyance of the Public Improvements and Right-of-Way to City, Company will pay all costs, expenses, utilities, taxes, and all other items and expenses with respect to the Public Improvements and Right-of-Way, including, without limitation, all Grant County real and personal property taxes. Expenses will not be prorated between City and Company. Notwithstanding anything contained in this Agreement to the contrary, City will not assume any liabilities, obligations, costs, and/or expenses arising out of or related to the Public Improvements and/or Right-of-Way. Company is liable for the timely payment and performance of all liabilities, obligations, costs, and/or expenses arising out of or related to the Public Improvements and/or Right-of-Way.

4.8.2 City is a tax-exempt municipal corporation. Notwithstanding anything contained in this Agreement to the contrary, City will not pay any real and/or personal property taxes concerning or related to the Public Improvements and/or Right-of-Way. In accordance with ORS 311.411, prior to Company's transfer and conveyance of the Public Improvements and Right-of-Way, Company will deliver to City a certificate issued by the Grant County Assessor attesting that all "charges against the real property" (as defined under ORS 311.411) have been paid by Company in full.

5. Project Incentives. Subject to the terms and conditions contained in this Agreement, City and/or Agency will provide the following financial and other incentives concerning or related to the Project (individually and collectively, the "Incentive(s)"):

6.2 Sophistication; Investigation; Disclosure. Company has knowledge and experience in real estate development matters necessary to make Company capable of evaluating the merits and risks of this Agreement. Company has entered into this Agreement on the basis of its own examination and personal knowledge. Company has had full opportunity to investigate and examine, and to ask questions and receive answers concerning this Agreement. Company has obtained all information desired in connection with this Agreement. Company has not relied on any representations or warranties made by City and/or Agency other than those expressly contained in this Agreement. Company has reviewed all plans and specifications concerning the Public Improvements, Open Space, and Right-of-Way dedication and is satisfied with the nature, location, and all other aspects of the Public Improvements, Open Space, and Right-of-Way. Company has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and location of the Property (and all surrounding areas), the general and local conditions, including, without limitation, those bearing upon building, materials, transportation, disposal, handling, storage of materials, availability of labor, water, electric power, roads, uncertainties of weather, and any other conditions at or on the Property (and all surrounding areas), and assumes all risk thereof. Company has reviewed, investigated, researched, and confirmed the correctness and adequacy of the ground, existing facilities, and the character of equipment and facilities needed preliminary to and during Company's completion of the Project, and assumes all risk thereof. Company has disclosed this Agreement to all lenders and other persons or entities having a financial, ownership, and/or possessory interest in or to the Property.

6.3 Company Insurance. Company will obtain and maintain the following insurance: (a) general liability insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief and will have minimum limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; the insurance will include coverage for contractual liability and "products-completed operations" that will apply through the Warranty Period; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Company with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to City and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name City and City's Representatives as additional insureds. Company's insurance will be primary, and any insurance carried by City will be excess and noncontributing. Company will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Company under this Section 6.3 prior to the commencement of construction of the Project and upon City's demand. All policies of insurance Company is required to carry under this Agreement will provide that the insurer waives the right of subrogation against City. During the term of this Agreement, each contractor of Company will obtain and maintain insurance in form and amount sufficient to satisfy the requirements of this Agreement and applicable Oregon law. Prior to a contractor's commencement of any work on the Public Improvements, Company will furnish City evidence satisfactory to City that the contractor has obtained the insurance coverage required under this Agreement.

6.4 Bonding. Company and each of its contractors performing work related to the Public Improvements with a value over \$100,000.00 must file a \$30,000.00 "public works bond" with the CCB prior to performing any work related to or concerning the Public Improvements. Company will verify that all contractors have filed a public works bond before permitting any contractor to start work on the Public Improvements.

6.5 Hazardous Substances. Company will not cause and/or permit any Hazardous Substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas.

6.6 Indemnification. Company releases and will defend, indemnify, and hold City, City's Representatives, Agency, and Agency's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any breach and/or inaccuracy of, and/or failure to perform, any Company representation, warranty, covenant, and/or obligation made in this Agreement; (b) design, construction, installation, and/or completion of the Public Improvements and/or transfer and conveyance of the Right-of-Way; (c) the acts or omissions of Company

City's and Agency's performance of its obligations under this Agreement are conditioned on Company's performance of its obligations under this Agreement, including, without limitation, assigning (or causing to be assigned) to City all manufacturer warranties for equipment and/or products incorporated into the Public Improvements.

8. Term; Termination; Remedies; Indemnification.

8.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2030, unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement.

8.2 Company Default. Subject to the terms and conditions contained in this Agreement, the occurrence of one or more of the following events constitutes a default by Company under this Agreement (each an "Event of Default"): (a) Company breaches and/or otherwise fails to perform any Company representation, warranty, covenant, and/or obligation contained in this Agreement; (b) any proceeding under any bankruptcy and/or insolvency laws is commenced by or against Company, a receiver is appointed for any part of the Project, or any attachment, seizure, or levy is made concerning the Project; (c) any Transfer of Company's interest in and to this Agreement and/or any Incentives, other than a Transfer receiving City's prior written consent in accordance with Section 5.3; (d) Company fails to complete the Public Improvements in accordance with this Agreement; and/or (e) Company gives City reasonable cause to doubt Company's ability to timely, fully, and properly complete the Public Improvements (or any other obligation hereunder). City will make the determination as to whether an Event of Default has occurred.

8.3 Prior Notice of Default. Prior to any party declaring an Event of Default, the non-defaulting party will provide the alleged defaulting party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Notwithstanding anything contained in this Agreement to the contrary, a non-defaulting party is not required to provide, and the alleged defaulting party is not entitled to receive, a Default Notice upon the alleged defaulting party's commitment of a default under this Agreement for which the alleged defaulting party has previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default).

8.4 Termination; Remedies. If City determines that an Event of Default has occurred, City may, in addition to any other remedy available to City under this Agreement, terminate this Agreement and take over prosecution of the construction work for the Public Improvements and complete the Public Improvements with its own forces or otherwise, or use such other measures City determines necessary to prevent delay and/or damages. Notwithstanding anything contained in this Agreement to the contrary, City's termination of this Agreement will not constitute a waiver of any rights, claims, and/or causes of action City may have against Company. Upon the occurrence of an Event of Default, (a) Agency and City will have no obligation to provide any Incentives and Company will immediately pay Agency and/or City, as applicable, any Incentives (to the extent disbursed or received through the default) plus interest at the rate of eight percent (8%) per annum from the date of the Incentive disbursement or receipt to the date repayment of the Incentive (and accrued interest) is made in full to City and Agency, and (b) City may, in addition to any other remedy provided to City under this Agreement, pursue all remedies available to City at law or in equity, including, without limitation, the right of specific performance. Without limiting the generality of the preceding, City will recover the full cost and expense of acquiring the Right-of-Way and any work performed by City to complete the Public Improvements and any repairs or corrections to any defective work, including, without limitation, construction expenses (including costs of labor, equipment, machinery, and supplies), survey expenses, attorney fees and costs, engineering fees, and expert fees. All available remedies are cumulative and may be exercised singularly or concurrently. No action taken by City hereunder will affect any other rights or remedies of City or relieve Company from any consequences or liabilities arising from such acts or omissions.

convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be the party's reasonable discretion, which consent, approval, determination, and/or similar discretionary action will not be unreasonably withheld, conditioned, and/or delayed.

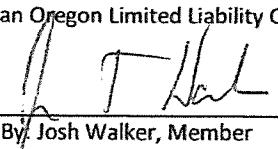
9.7 No Partnership; No Agency. This Agreement does not create an agency relationship between City, Agency, and/or Company and does not establish a joint venture or partnership between City, Agency, and/or Company. Company does not have the authority to bind City and/or Agency and/or represent to any person that Company is an agent of City and/or Agency. City and/or Agency will have no obligation with respect to Company's debts and/or liabilities in any nature whatsoever. Company is not carrying out a function on behalf of City and/or Agency.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.


City:
City of John Day,
an Oregon Municipal Corporation


By: Ron Lundberg, Mayor

Company:
Mahogany Ridge Development LLC,
an Oregon Limited Liability Company


By: Josh Walker, Member

Agency:
John Day Urban Renewal Agency


By: Corum Ketchum, Interim (Pro-Tem) Director

“Expense(s)” has the meaning assigned to such term in Section 5.2.

“Hazardous Substance(s)” means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions.

“Incentive(s)” has the meaning assigned to such term in Section 5.

“Law(s)” means all applicable federal, state, and local policies, rules, regulations, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and/or regulations directly or indirectly affecting the Development, Public Improvements, and/or Right-of-Way, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws, and City’s building and zoning codes, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

“Memorandum” means a memorandum of this Agreement recorded against the Property in the Grant County Official Records, which memorandum will be in form and substance acceptable to City.

“Open Space” means the open space depicted in Exhibit B and recorded on the final Plat, which consists of four parcels totaling approximately 10.5 acres.

“Notice of Completion” has the meaning assigned to such term in Section 4.4.

“Plat” means the legal document recorded with Grant County delineating, among other things, the Development’s property boundaries (including all lots located within the Development, dedicated right-of-way, and easements).

“Project” means, collectively, the Development, Public Improvements, Street Extension, and conveyance of the Right-of-Way.

“Property” has the meaning assigned to such term under Recital A and is more particularly described and depicted on the attached Exhibit A.

“Public Improvement(s)” means those certain public infrastructure and/or improvements concerning or related to the Development identified and described in the Public Improvement Plans and Specifications attached hereto as Exhibit D, which improvements include, without limitation, the Street Extension consisting of approximately 2,500 linear feet of new pavement and supporting utility infrastructure installed to City specifications.

“Public Improvement Design and Construction Standards” means City’s applicable public improvement design and construction standards applicable at the time the Public Improvements are constructed, including, without limitation, all requirements applicable to curbs and gutters, aggregate road base, hot mix asphalt, signing, striping, storm drainage, improvements, public water and waste water improvements, landscaping, and lighting as defined in the John Day Municipal Code and Land Use Development Code.

“Public Improvement Plans and Specifications” means the plans and specifications attached hereto as Exhibit C and applicable as-built plans and specifications.

“Public Works Department” means City’s public works department.

“Representative(s)” means each present and future officer, director, manager, member, employee, agent, contractor, and/or representative of the identified party.

Exhibit A
Property Description and Depiction

[attached]

P

CS 1733
1914

CS 976

CS 860 SEE MAP

13S, 31E, 25BA
SEE MAP

13S, 31E, 25BB

80.15 CH = 5289.90'
S89°55'W

CS 1348
CA 1553

3-4

221

2.26 AC

60.00 CH

2703
80.00 AC

GLO RESERVE

1372 26.40' M/L

3-7

2700

47.92 AC

CS 1479
2671.32'

2704 CS 1603

320.00 AC

S89°45'55"W

PART

3-10

2640' M/L

3-4

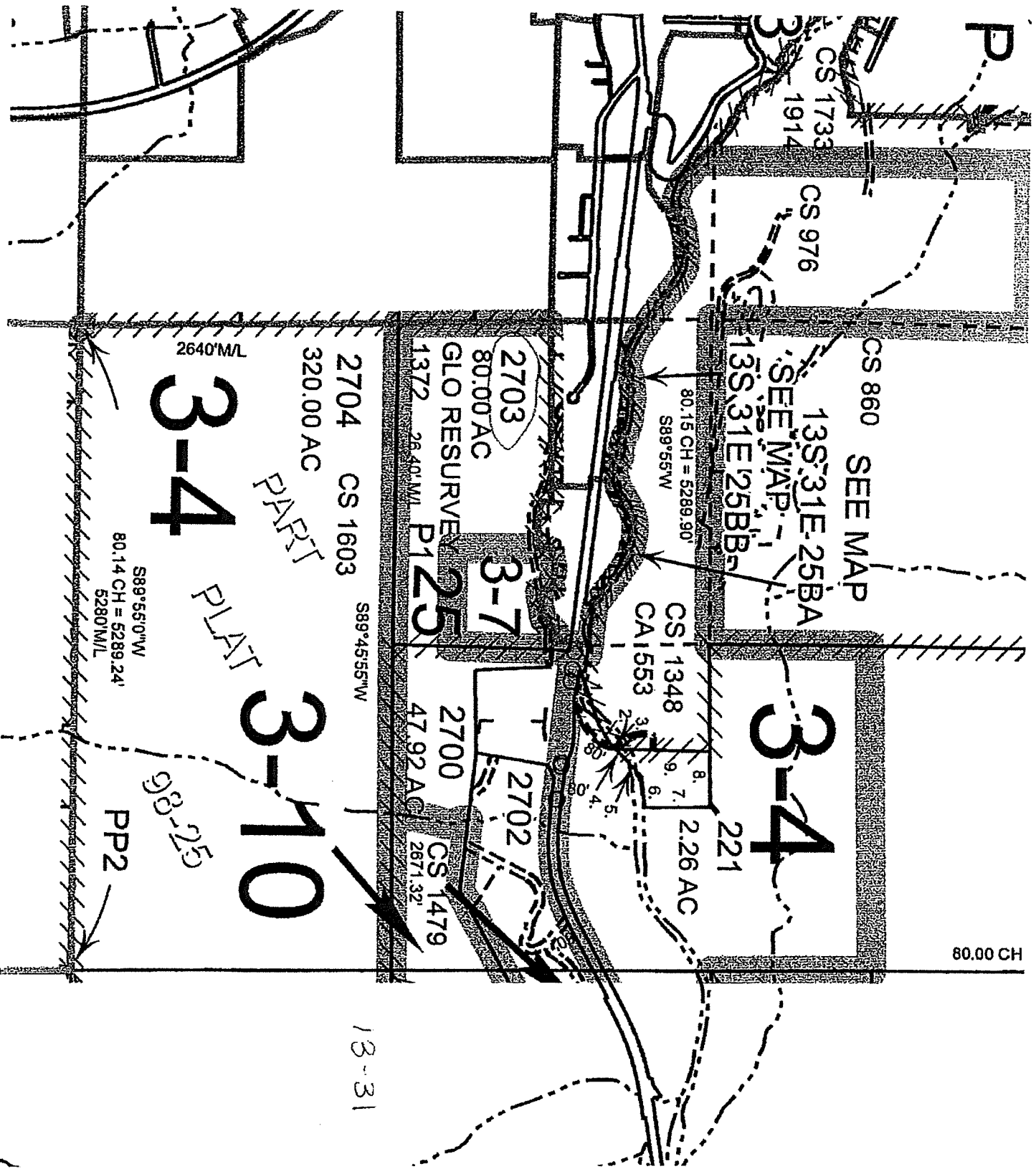
S89°56'0"W
80.14 CH = 5289.24'
5280' M/L

PLAT

68-25

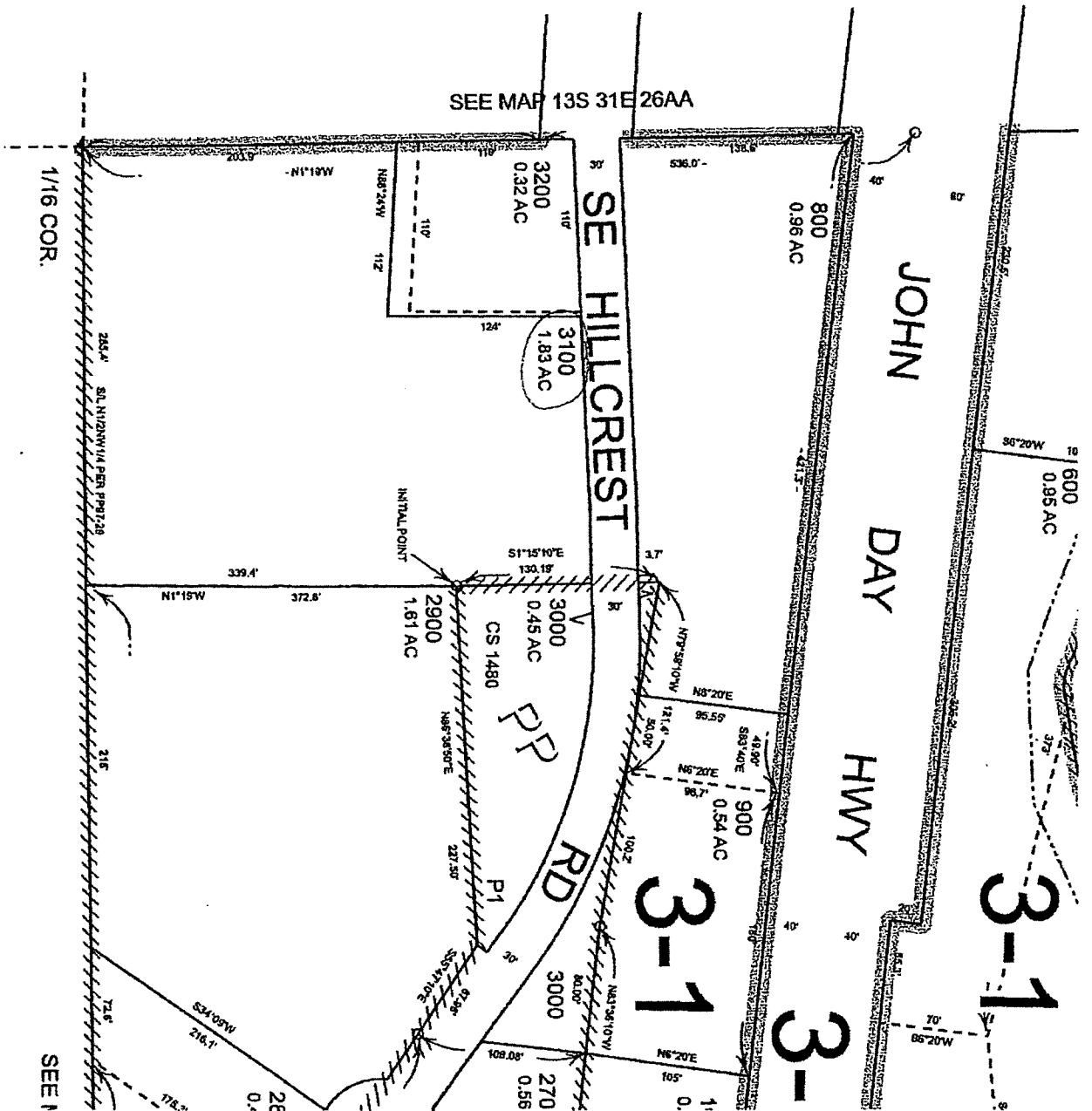
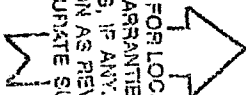
PP2

18-31



13-31-25BB

THIS SKETCH IS FOR LOCATION PURPOSES ONLY, AND NO WARRANTIES ARE IMPLIED AS TO VARIATIONS, IF ANY, IN DIMENSIONS OR LOCATIONS AS REVEALED BY AN ACCURATE SURVEY.



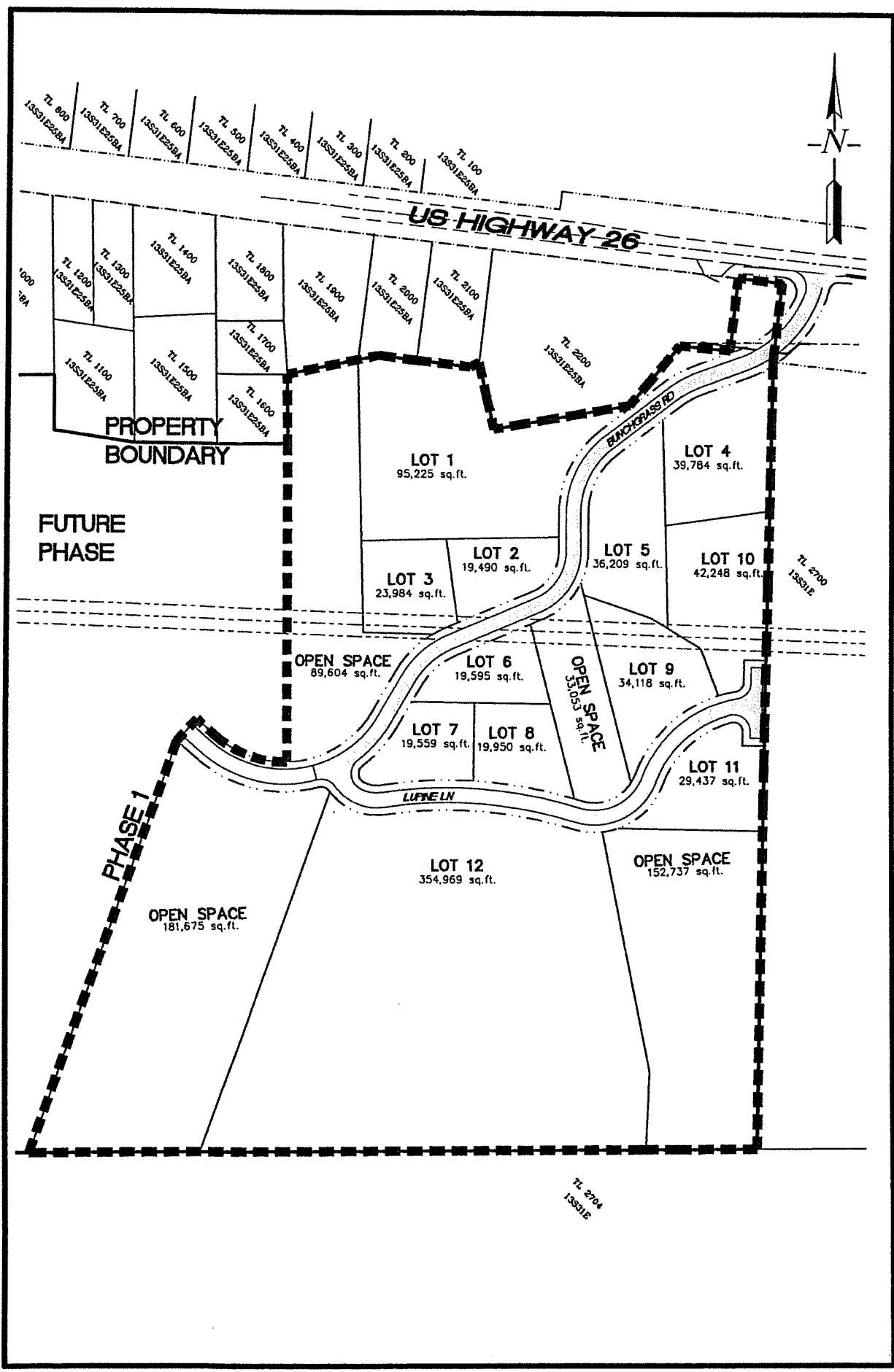
REVISIONS	BY

THE RIDGE PHASE 1
MAHOAGANY RIDGE PROPERTIES LLC

PHASE 1
LAYOUT

SISUL ENGINEERING
 168 E. MAIN ST.
 JOEY DAY, Oregon 97848
 (541) 676-8777
 DRAWING

DATE	APRIL 2021
SCALE	1"=100'
DRAWN	CB
JED	20-032
SHEET	01
OF 01 SHEETS	



Engineer's Estimate
"The Ridge - Phase 1" Improvements
Rough Construction Cost

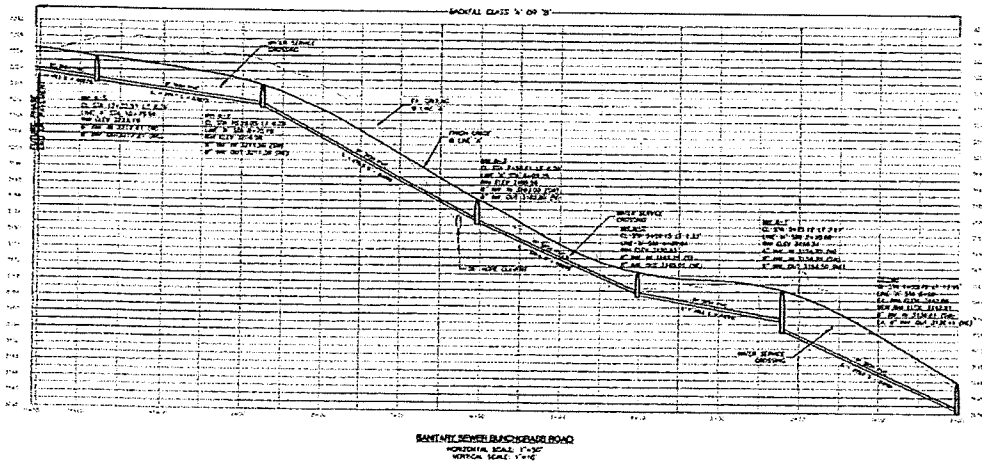
6/17/2022

Typical Section	Length
25 ft. wide Paved Section	2150 ft
3 in. of HMAC over	
4 in. of 3/4"-0" Crushed Rock Base over	
8 in. of 2"-0 Crushed Base Rock	

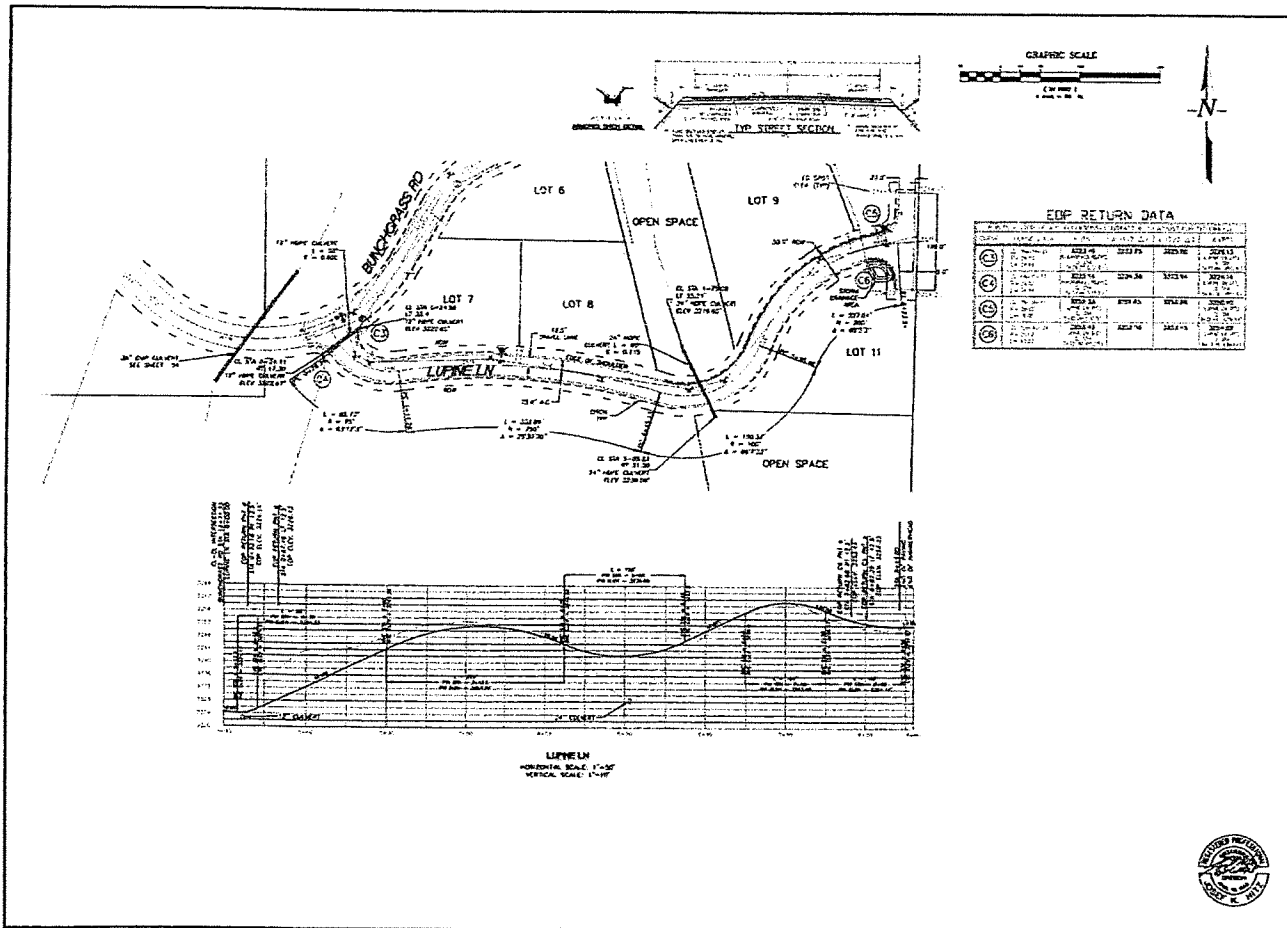
Description	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
General				
Mobilization (10%)	1	LS	\$ 103,488.19	\$ 103,488.19
Temp Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
Erosion, Sediment & Pollution Control	1	LS	\$ 25,000.00	\$ 25,000.00
Clearing/Striping	1	LS	\$ 20,000.00	\$ 20,000.00
Street				
Grading- Cut/Fill	11500	CY	\$ 24.00	\$ 276,000.00
Sawcut AC	90	LF	\$ 3.00	\$ 270.00
HMAC	1070	Ton	\$ 135.00	\$ 144,450.00
1.5"-0" C.R. Road Base	1890	CY	\$ 37.00	\$ 69,930.00
3/4"-0" Base Rock/Shoulder	1000	CY	\$ 42.00	\$ 42,000.00
Waterlines				
8" C-900 Installation & Trenching	2000	LF	\$ 41.70	\$ 83,400.00
8" C-900 Materials & Misc	2000	LF	\$ 23.30	\$ 46,600.00
6" C-900 Installation & Trenching	80	LF	\$ 41.59	\$ 3,327.20
6" C-900 Materials	80	LF	\$ 13.41	\$ 1,072.80
8" x 8" Tee Installation & Trenching	1	EA	\$ 267.57	\$ 267.57
8" x 8" Tee Materials	1	EA	\$ 582.43	\$ 582.43
8" x 6" Tee Installation & Trenching	4	EA	\$ 210.65	\$ 842.60
8" x 6" Tee Materials	4	EA	\$ 539.35	\$ 2,157.40
8" Bend Installation & Trenching	10	EA	\$ 128.48	\$ 1,284.80
8" Bend Materials	10	EA	\$ 371.52	\$ 3,715.20
8" Gate Valves Installation & Trenching	2	EA	\$ 364.51	\$ 729.02
8" Gate Valves Materials	2	EA	\$ 1,635.49	\$ 3,270.98
6" Gate Valves Installation & Trenching	4	EA	\$ 334.56	\$ 1,338.24
6" Gate Valves Materials	4	EA	\$ 1,165.44	\$ 4,661.76
Fire Hydrant Installation & Trenching	4	EA	\$ 1,705.78	\$ 6,823.12
Fire Hydrant Materials	4	EA	\$ 3,044.22	\$ 12,176.88
End Line Blowoff Installation & Trenching	1	EA	\$ 644.13	\$ 644.13
End Line Blowoff Materials	1	EA	\$ 1,105.87	\$ 1,105.87
Trust Blocks	20	EA	\$ 250.00	\$ 5,000.00
1" Service Meter & Tap installation & Trenching	11	EA	\$ 423.02	\$ 4,653.22
1" Service Meter & Tap Materials	11	EA	\$ 776.98	\$ 8,546.78
2" Service Meter & Tap installation & Trenching	1	EA	\$ 569.30	\$ 569.30
2" Service Meter & Tap Materials	1	EA	\$ 2,680.70	\$ 2,680.70
Sanitary				
8" 3034 PVC Installation	1076	LF	\$ 40.84	\$ 43,943.84
8" 3034 PVC Materials & Misc	1076	LF	\$ 14.16	\$ 15,236.16
6" 3034 PVC Installation	455	LF	\$ 40.17	\$ 18,277.35
6" 3034 PVC Materials	455	LF	\$ 9.83	\$ 4,472.65
4" 3034 PVC Installation	605	LF	\$ 35.47	\$ 21,459.35
4" 3034 PVC Materials	605	LF	\$ 9.53	\$ 5,765.65
48" Manhole	5	EA	\$ 2,850.00	\$ 14,250.00
48" Precast MH Materials, Frame, Grate	5	ea	\$ 1,650.00	\$ 8,250.00
Storm Drain				
36" CMP Culvert Installation	170	LF	\$ 70.00	\$ 11,900.00
36" CMP Culvert Materials	170	LF	\$ 70.60	\$ 12,002.00
24" CMP Culvert Installation	90	LF	\$ 50.00	\$ 4,500.00
24" CMP Culvert	90	LF	\$ 55.55	\$ 4,999.50
12" HDPE Culvert Installation and Trenching	50	LF	\$ 20.00	\$ 1,000.00
12" HDPE Culvert Materials	50	LF	\$ 45.00	\$ 2,250.00

Exhibit D
Public Improvement Plans and Specifications

[attached]



THE RIDGE PHASE 1																		
MAHOGANY RIDGE PROPERTIES LLC.																		
SANITARY SEWER PROFILE																		
CASSIDY ENGINEERING																		
1155 W. 11TH STREET, SUITE 200, ANAHEIM, CA 92801																		
PH: 714.973.8888 FAX: 714.973.8889																		
WWW.CASSIDYENGINEERING.COM																		
03																		
DATE																		



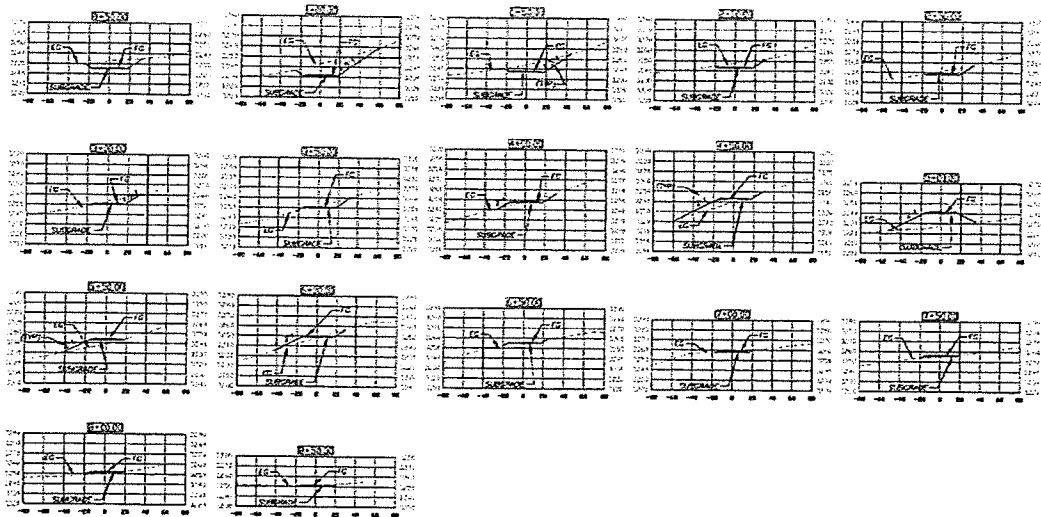
THE RIDGE PHASE 1
 MAHOGANY RIDGE
 PROPERTIES, LLC

STREET PLAN AND
 PROFILE LJPINE LN

SEBIL ENGINEERING
 100 W. 10th Street
 Tulsa, Oklahoma 74103
 (918) 437-8877

DATE: 10/15/11
 TIME: 10:30
 TYPE: OT
 REMARKS: START OF TRIP

05



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10+25	
10+00	

THE RIDGE PHASE 1
 MAHOGANY RIDGE
 PROPERTIES, LLC.

LUPINE ROAD
 CROSS SECTIONS



SSSLL ENGINEERING
 1000 S. HAYWOOD ST., SUITE 100
 RALEIGH, NC 27601
 (919) 871-8771
 www.sssl-engineering.com

DATE: 08/20/2020
 DRAWN BY: GJR
 CHECKED BY: GJR
 PROJECT: 20-0022

07

