# DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into effective on this \_\_\_\_\_ day of July, 2021 (the "Effective Date") between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, the John Day Urban Renewal Agency ("URA"), acting by and through its board of directors ("URA Board"), whose address is 450 E. Main Street, John Day, OR 97845, and Frances M. Holmstrom ("Holmstrom Ranch"), whose address is 311 NE 7<sup>th</sup> Street, John Day, OR 97845.

# RECITALS:

A. Holmstrom Ranch intends to develop a four-parcel land partition with associated improvements (collectively, the "Holmstrom Development") on a portion of certain real property on Map 13S31E, Tax Lot 200 (the "Property"). The Property consists of approximately 3,441 acres, a portion of which is located within the John Day city limits between the northeast terminus of Charolais Heights and Third Street and is more particularly described and depicted on the attached <u>Exhibit A</u>.

B. Charolais Heights has been approved for improvement and extension to Third Street across Holmstrom Ranch through the 2009 John Day Local Street Area Network Plan and the 2019 John Day Innovation Gateway Area Plan, reviewed and approved following public hearings by the John Day Planning Commission and John Day city council. These Transportation System Plan updates were formally adopted by Ordinance No. 19-177-01 as an addition to the John Day Comprehensive Land Use Plan.

C. Holmstrom Ranch intends to apply for a Site Design Review with a proposed Land Partition for the Holmstrom Development, which consists of single-family residences to be built on each of the four proposed lots depicted in Exhibit A.

D. Subject to the terms and conditions contained in this Agreement, City and URA Board desire to provide Holmstrom Ranch certain incentives to assist with the Holmstrom Development in exchange for land within the Property that shall be dedicated as public right-of-way for City and URA to complete the proposed multi-modal transportation system improvements, including utilities, street improvements and a new bridge (collectively, the "Project") more particularly described and depicted on the attached <u>Exhibit B</u>. This Agreement is intended to, among other things, provide certainty concerning the Project's development and construction, including, without limitation, the construction and dedication of certain Public Improvements and acceptance by City of Prior Improvements made to the Property.

# AGREEMENT:

NOW, THEREFORE, in consideration of the mutual 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. <u>Definitions</u>. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings assigned to them in the attached <u>Appendix A</u>.

2. <u>Land Use Decision Modification of Conditions of Approval; Pre-Construction</u>. Within thirty (30) days after the Effective Date, Holmstrom will submit the Application to City for review and approval. Upon approval of the Application, and expiration of all applicable appeal periods, <u>Exhibit A</u> will be replaced with the decision issued on the Application and all references herein to the "Land Use Decision" will refer to the decision on the Application. If the Application is not approved, either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

3. <u>Project Development</u>. Prior to commencing construction of the Public Improvements, City will provide Holmstrom Ranch a list of contractors City intends to 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.

4. <u>Holmstrom Development</u>. Subject to the terms and conditions contained in this Agreement, City and URA will construct, at City's cost and expense, the Public Improvements needed for the Holmstrom Development on the Property. City will complete the Public Improvements in accordance with this Agreement and all applicable land use approvals and/or entitlements as ordered by the John Day Planning Commission related to the Project.

## 5. <u>Public Improvements</u>.

5.1 <u>Design</u>. Subject to the terms and conditions contained in this Agreement, City and URA shall complete: (a) all applicable land use, development code, and/or construction approvals including, without limitation, the Land Use Decision; and (b) the Public Improvement Design and Construction Standards. City will obtain, at City's cost and expense, all necessary 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.

5.2 <u>Construction</u>. City and URA will properly design, construct, and complete the Public Improvements prior to recording the Final Plat for the land partition. City will prosecute construction of the Public Improvements diligently, continuously, and in accordance with the Public Improvement Design and Construction Standards, all applicable land use entitlements concerning the Property, the Laws, and this Agreement. Holmstrom Ranch will cooperate with City and URA and promptly provide upon request any information and/or documentation reasonably requested from time to time to facilitate access to the Property for City, URA and their contractors in accordance with this Agreement.

5.3 Minimum Standards. Notwithstanding anything contained in this Agreement to the contrary, City and URA will perform (or cause to be performed) the following at City and URA'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 Design and Construction Standards, the Laws, the Land Use Decision, 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, in accordance with the Laws; (d) pay when due all charges for labor and materials used for construction work and keep the Public Improvements free and clear of all Encumbrances; and (e) timely and properly pay contractors for their services concerning the Public Improvements subject to and in accordance with the Laws, including, without limitation, Oregon's prevailing wage rate laws. Without otherwise limiting the generality of the immediately preceding sentence, City and URA (and any contractors and/or subcontractors) will comply with the provision of ORS 279C.800 through 279C.870. City and URA will comply with and give all notices required under the Laws. The Public Improvements will be free from deficiencies and/or defects in materials and workmanship. The work will be conducted in a manner intended to minimize any obstruction and/or disruption to traffic circulation and ensure that the work does not obstruct and/or prevent necessary police and fire emergency routes. Holmstrom Ranch will have the right to inspect construction of the Public Improvements at reasonable intervals to ensure City and URA are complying with their obligations under this Agreement.

5.4 <u>Acceptance</u>. City will provide Holmstrom Ranch the Acceptance Notice upon completion of the Public Improvements. City's acceptance of the Public Improvements shall include those Prior Improvements to the Property effected between City and Holmstrom. City will take such actions and process and execute such documents, instruments, orders, and/or agreements necessary or appropriate to effectuate the transfer of the Public Improvements and Prior Improvements. Holmstrom will transfer and convey the Public Improvements and Prior Improvements to City free and clear of all Encumbrances. City's acceptance of the Public Improvements shall constitute a representation or warranty that the Public Improvements were properly designed or completed. 5.5 <u>City Ownership; City Costs</u>. City will own all Public Improvements and Prior Improvements constructed on City property and/or designated as City or public property (including the underlying real property depicted in Exhibit B for the Public Improvements), including, without limitation, any street signs, trees, landscaping, sewer lines, water lines, stormwater facilities, conduit, curb and gutters, bridges, trails and sidewalks. Notwithstanding anything contained in this Agreement to the contrary, City and URA will pay all costs incurred in connection with this Agreement, including, without limitation, any costs incurred to perform any required inspections and testing (including, without limitation, soil and material testing).

6. <u>Project Incentives</u>. Subject to the terms and conditions contained in this Agreement, City and/or URA will provide the following Project incentives (individually and collectively, the "Incentive(s)"):

6.1 <u>URA Incentives</u>. Subject to and in accordance with the John Day Urban Renewal Area Housing Incentive Plan adopted by Ordinance No. 18-173-03, URA will provide a 7% cash back on all new homes constructed on the four-parcel Holmstrom Development and shall pay 100% of the System Development Charges ("SDCs") for building permits of single-family units applied for on or before the expiration date of the Urban Renewal Area (currently June 30, 2039) in accordance with the Laws, Ordinances and Resolutions adopted by the URA, including the URA Standard Operating Procedures documented in Resolution 2020-05. URA shall also be responsible for the full cost of the Public Improvements.

6.2 <u>City Incentives</u>. City shall waive the Application fees and shall accept the Prior Improvements as City infrastructure. City shall also name the north-south street improvements from Third Street to Charolais Heights "Holmstrom Road" and the connecting bridge at Third Street "Holmstrom Bridge." As part of the bridge access, the City will engineer and construct a pass-way under the bridge or over the roadway to accommodate farm equipment to access both hay fields on either side of the roadway. City shall also grant Holmstrom Ranch and its successors approval to partition and sell the four parcels referenced above and contained in Exhibit A in accordance with the Laws and this Agreement.

6.3 Transfers. Holmstrom will not assign or transfer in any manner whatsoever, whether voluntarily or involuntarily, any interest in or to this Agreement and/or any Incentives without the prior written consent of URA and City, which consent may be withheld in City's and URA's sole and absolute discretion, and subject to and in accordance with this Section 6.4. Subject to the immediately preceding sentence, Holmstrom will not transfer its interest in or to this Agreement and/or any Incentives (not yet applied for) unless and until the following conditions are met: (a) the assignee or transferee agrees in writing (in form and substance reasonably satisfactory to City and URA) to assume and abide by the terms and conditions contained in this Agreement; (b) Holmstrom demonstrating to City and URA that the assignee or transferee is capable of successfully performing all Holmstrom's obligations identified in and in accordance with this Agreement; and (c) Holmstrom provides City and URA ninety (90) days' prior written notice of the proposed assignment or transfer and City and URA provides prior written consent of the proposed assignment or transfer. Subject to the terms and conditions contained in this Section 6.3, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns and will inure to their benefit. Holmstrom will notify all transferees of the Holmstrom Development (or any interest thereof) of the terms of this Agreement, including the incentives Holmstrom may receive under this Agreement.

7. <u>Holmstrom Ranch Representations; Warranties; Covenants</u>. In addition to any other Holmstrom Ranch representations, warranties, and covenants contained in this Agreement, Holmstrom Ranch represents, warrants, and covenants to City and URA as follows:

7.1 <u>Authority; Binding Obligation; Conflicts</u>. Holmstrom Ranch has full power and authority to sign and deliver this Agreement and to perform all its obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Holmstrom Ranch, enforceable against Holmstrom Ranch in

accordance with its terms. The signing and delivery of this Agreement by Holmstrom Ranch and the performance by Holmstrom Ranch of its obligations under this Agreement will not (a) breach any agreement to which Holmstrom Ranch is a party, or give any person the right to accelerate any obligation of Holmstrom Ranch, (c) violate any law, judgment, and/or order to which Holmstrom Ranch 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 Holmstrom Ranch. Holmstrom Ranch owns the Property in fee simple and free and clear of any Encumbrances. The Public Improvements will be free and clear of all Encumbrances upon completion. No representation or warranty made by Holmstrom Ranch 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.

7.2 <u>Sophistication; Investigation; Disclosure</u>. Holmstrom Ranch has knowledge and experience in real estate development matters necessary to make Holmstrom Ranch capable of evaluating the merits and risks of this Agreement. Holmstrom Ranch has entered into this Agreement on the basis of its own examination and personal knowledge. Holmstrom Ranch has had full opportunity to investigate and examine, and to ask questions and receive answers concerning this Agreement. Holmstrom Ranch has obtained all the information desired in connection with this Agreement. Holmstrom Ranch has not relied on any representations or warranties made by City and/or URA other than those expressly contained in this Agreement. Holmstrom Ranch has reviewed and Exhibit A and Exhibit B and is satisfied with the nature and location of the Project and the Public Improvements. Holmstrom Ranch will disclose this Agreement to all lenders and other persons or entities having a financial, ownership, and/or possessory interest in or to the Property.

7.3 <u>No Partnership</u>. City and/or URA are not, by virtue of this Agreement, a partner or joint venturer with Holmstrom Ranch in connection with the Holmstrom Development, the Public Improvements, or the Property and shall have no obligation with respect to Holmstrom Ranch's debts or other liabilities of each and every nature. It is agreed by and between the parties that Holmstrom Ranch is not carrying out a function on behalf of City or URA. Holmstrom Ranch is not an officer, employee or agent of either City or URA as those terms are used in ORS 30.265.

7.4 <u>Site Access: Right-of-Way Dedication</u>. Holmstrom Ranch grants to City, URA and their contractors and/or assignees unfettered access to the Property for purposes of completing the Public Improvements. This right-of-way will include access over the existing gravel drive extending Charolais Heights to the 7th Street intersection. Holmstrom Ranch acknowledges that some additional easement footage will be required to accommodate a roadway designed to City standards, but the roadway will not be re-aligned into the existing farmland to the greatest extent possible. In total, the Right-of-way will encompass a roadway connecting Third Street up to Charolais Heights as depicted in Exhibit B, which shall be dedicated to the City upon completion of the Public Improvements related to the Holmstrom Development in connection with the Final Plat recorded for the Holmstrom Development.

7.5 <u>Waiver of Remonstrance</u>. To facilitate installation of the Public Improvements upon the occurrence of an Event of Default, Holmstrom Ranch on behalf of Holmstrom Ranch and all future owners of the Property, hereby forever waives any and all right to remonstrate against the formation of a local improvement district or a reimbursement district by the City and/or any third party for the purpose of construction of the Public Improvements. "Right to remonstrate" refers solely 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. The waiver of this right herein 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.

### 8. <u>Term; Termination; Remedies</u>.

8.1 <u>Term</u>. 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 for six years after the Effective Date, unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement. The Agreement will be considered satisfied and concluded by (1) the Right-of-Way dedication by Holmstrom Ranch to City and (2) Recording of the Final Plat for the Holmstrom Development by City.

8.2 <u>Holmstrom Ranch Default</u>. Subject to the terms and conditions contained in this Agreement, the occurrence of one or more of the following events constitutes a default by Holmstrom Ranch under this Agreement (each an "Event of Default"): (a) Holmstrom Ranch breaches and/or otherwise fails to perform any Holmstrom Ranch 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 Holmstrom Ranch, a receiver is appointed for any part of the Property, or any attachment, seizure, or levy is made on the Property; (c) any Transfer of Holmstrom Ranch's interest in and to this Agreement and/or any Incentives, other than a Transfer receiving City's and URA's prior written consent in accordance with Section 6.3.

8.3 <u>Termination; Remedies</u>. If City determines that an Event of Default has occurred, City and/or URA may, in addition to any other remedy available to City and/or URA under this Agreement, terminate this Agreement. City and/or URA's termination of this Agreement will not constitute a waiver of any rights, claims, and/or causes of action City and/or URA may have against Holmstrom Ranch to complete the Public Improvements.

# 9. <u>Miscellaneous</u>.

9.1 <u>Memorandum</u>. Subject to Section 6.3 and this 9.1 Holmstrom Ranch will not assign or transfer any of Holmstrom Ranch'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, personal representatives, successors, and permitted assigns, and will inure to their benefit. Holmstrom Ranch will sign such other documents and instruments and take such other actions as URA and/or City determines reasonably necessary to further effect and evidence this Agreement. The parties will execute and record the Memorandum contemporaneously with the parties' mutual execution of this Agreement.

9.2 <u>Costs: Attorney Fees</u>. Holmstrom Ranch will bear Holmstrom Ranch'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 <u>Time of Essence: Notices</u>. Time is of the essence with respect to all dates and time periods in this Agreement. Subject to the terms and conditions of this Agreement and the RAISE Grant, City intends to complete the improvements related to the Holmstrom Development within 12 months of 5 – DEVELOPMENT AGREEMENT {10340819-01254691;5}

the Effective Date and the remainder of the Public Improvements within four years of the Notice-to-Proceed from the U.S. Department of Transportation. City's failure to complete the remainder of the Public Improvements for the Project not directly related to the four parcel Holmstrom Development within this timeframe shall in no way invalidate this agreement. Any notice required under this Agreement must be in writing. 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 (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 <u>Amendment; Waiver; Severability</u>. This Agreement may be amended only by a written document signed by both 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.

9.5 <u>Further Assurances; Survival; Governing Law</u>. 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 termination or expiration of this Agreement will do so. 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 the subject matter 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.

9.6 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 City and/URA exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be City and/or URA 's sole discretion.

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

CITY: City of John Day, an Oregon Municipal Corporation HOLMSTROM RANCH:

By: Ron Lundbom

6 – DEVELOPMENT AGREEMENT {10340819-01254691;5} By:

Its: Mayor

URA: John Day Urban Renewal Agency, acting by and through its Board of Directors

By: Nicholas Green Its: Director Its:

#### <u>Appendix A</u> Definitions

"Acceptance Notice" means written notice from City to Holmstrom Ranch informing Holmstrom Ranch that City has accepted the completed Public Improvements and Prior Improvements subject to and in accordance with this Agreement.

"Agreement" has the meaning assigned to such term in the preamble.

"Application" means an application for the Land Use Decision/Site Design Review and Land Parition.

"City" has the meaning assigned to such term in the preamble.

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

"Encumbrance(s)" means any liens, mortgages, pledges, security interests, 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.

"Holmstrom Development" has the meaning assigned to such term in Recital A and specifically refers to the four parcels depicted in Exhibit A enumerated as Lot 1, Lot 2, Lot 3 and Lot 4, along with the acceptance by City of Prior Improvements.

"Holmstrom Ranch" has the meaning assigned to such term in the preamble.

"Incentives" has the meaning assigned to such term in Section 6.

"Land Use Decision" has the meaning assigned to such term in Recital B.

"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 Apartment Development and/or Public Improvements, 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.

"URA" has the meaning assigned to such term in the preamble.

"Memorandum" means a memorandum of this Agreement which will be recorded against the Property in the Grant County Official Records.

"Notice of Completion" means City's written notice that the Public Improvements have been completed in accordance with this Agreement.

"Prior Improvements" means, collectively, the privately owned sewer, water, stormwater and street improvements completed by Holmstrom Ranch within city limits, which shall be accepted by City as City

infrastructure upon completion of the Project, in connection with recording the Final Plat for the Holmstrom Development.

"Project" means, collectively, the Holmstrom Development and Public Improvements.

"Property" has the meaning assigned to such term under Recital A and is more particularly described and depicted on the attached <u>Exhibit A</u>.

"Public Improvements" means those certain public infrastructure and/or improvements concerning or related to the Holmstrom Development and the John Day Transportation System Plan as shown in Exhibit B, including all attendant utilities, conduit, streets, roads, bridges, trails and other horizontal improvements made to the Property needed to effect the Public Improvements.

"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 Works Department" means City's Public Works Department.

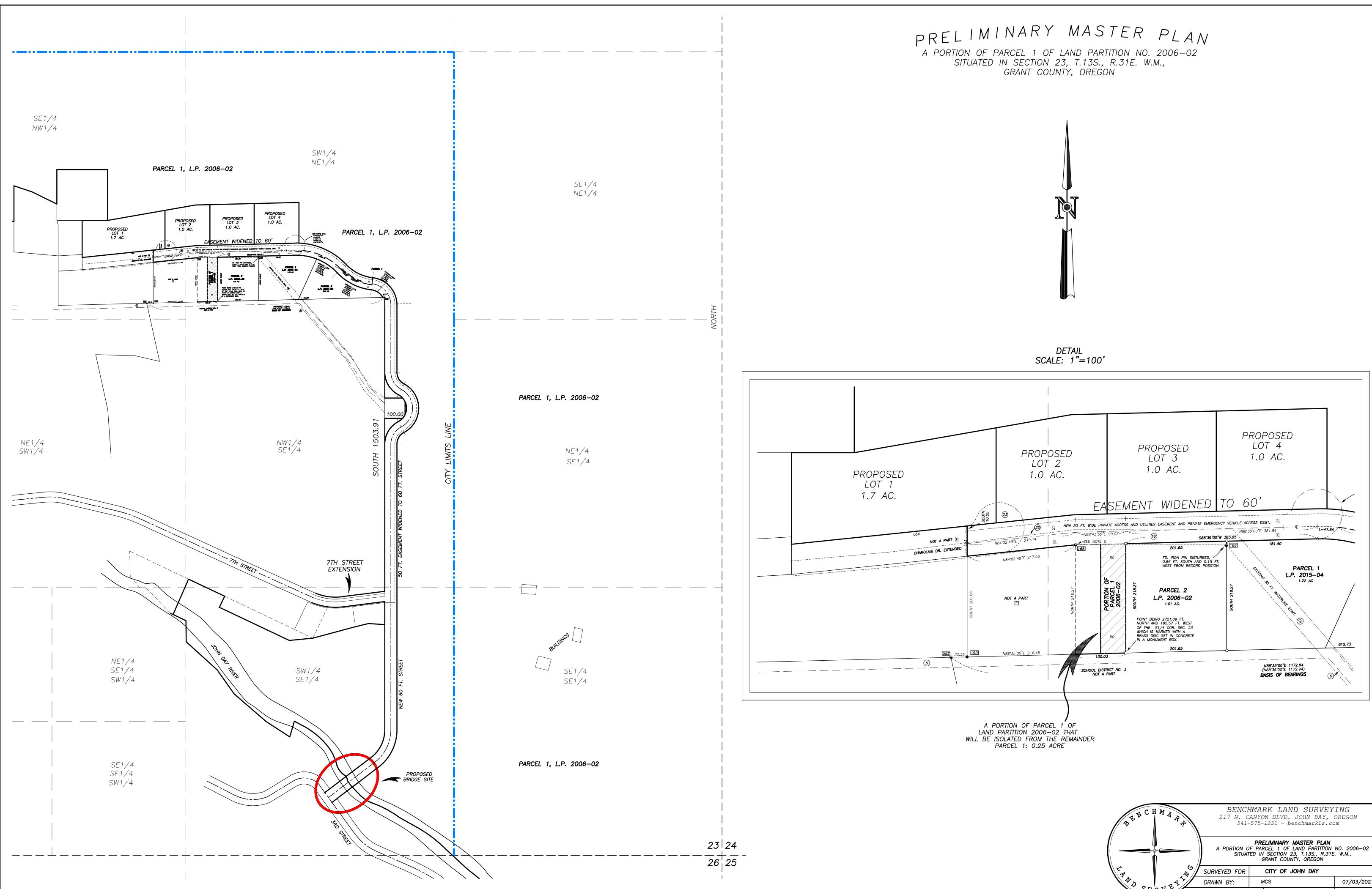
"Representative(s)" means each present and future officer, director, manager, member, employee, agent, contractor, and/or representative of the identified party.

"SDCs" has the meaning assigned to such term in Section 6.1.

# Exhibit A Property Description and Depiction

[attached]

EXHIBIT A – PROPERTY DESCRIPTION AND DEPICTION {10340819-01254691;5}



		541-5/5-1251 ~ benchmarkls.com		
		<b>PRELIMINARY MASTER PLAN</b> A PORTION OF PARCEL 1 OF LAND PARTITION NO. 2006–02 SITUATED IN SECTION 23, T.13S., R.31E. W.M., GRANT COUNTY, OREGON		
L'H		SURVEYED FOR	CITY OF JOHN DAY	
N D	NEY	DRAWN BY:	MCS	07/03/2021
SUF	N D	SCALE: 1"=200'		

<u>Exhibit B</u> Public Improvement Plans

[attached]

EXHIBIT B – PUBLIC IMPROVEMENT PLANS {10340819-01254691;5}

