

**PUBLIC AREAS MAINTENANCE PLAN  
AGREEMENT FOR THE COVE**

Dated: August \_\_, 2019

Between: Urban Renewal Commission of the City of Oregon City (“URA”)

And: The Cove, LLC (“Developer”)  
An Oregon limited liability company

**RECITALS**

The URA and the Developer entered into that Disposition and Development Agreement dated November 26, 2018 for the development by Developer of property owned by the URA (the “DDA”). Unless defined in this Agreement, defined terms used in this Public Areas Maintenance Plan Agreement (the “Agreement”) have the meanings given them in the DDA.

Pursuant to Section 9.1 of the DDA, the ability of the Developer to proceed with its project is conditioned upon the URA and the Developer agreeing upon the terms of a Public Areas Maintenance Plan Agreement. This Agreement is entered into by the URA and the Developer in satisfaction of the condition set forth in Section 9.1 of the DDA.

Pursuant to Section 4.2.4 of the DDA, the Developer is obligated to construct the Infrastructure Work. Some of the Infrastructure Work will be built on the Public Parcels. The definition of Public Parcels in the DDA has been modified by the agreement of the parties after the effective date of the DDA. Accordingly, for purposes of this Agreement, the Public Parcel consists of Tract C, as described in the Plat.

NOW, THEREFORE, in consideration of the mutual covenants in the DDA and in this Agreement, the URA and the Developer agree as follows:

1. Improvements.

The Developer agrees to construct the Improvements on the Public Parcel, when and as required by the DDA. Further, with respect to Tract C, the Developer must comply with the applicable requirements and conditions of approval of General Land Use Application, GLUA 18-00040, approved by the City and dated February 1, 2019.

2. Maintenance.

2.1 The Developer is obligated to dedicate the improvements on Tract C to the City after completion of the Improvements to Tract C as required by the DDA and the General Land Use Approval. For a period of five (5) years after acceptance of the public improvements on Tract C by the City, Developer, at its own cost and expense, agrees to maintain and repair Tract C and its Improvements in a clean, operational and attractive condition as a first-class public area. In performing the above work, Developer may restrict public access to portions of Tract C, when and as necessary so as to perform the above described work.

- 2.2 The City will periodically inspect Tract C and its Improvements to determine if the Developer is in compliance with Section 2.1. In the event that the City determines that the Developer is not in compliance with its obligations under Section 2.1, the City shall give Developer written notice specifying in reasonable detail the non-compliance and the corrective actions the Developer must undertake. Developer agrees to take the City required corrective actions at its own cost and expense within thirty (30) days of the date of the City's notice and if the Developer fails to do so, then the City may implement the corrective measures and the Developer agrees to pay the City's costs in doing so, within ten (10) days of an invoice from the City. Any unpaid invoice shall bear interest at nine percent (9%) per annum.
- 2.3 Commencing with the start of the five (5) year period referred to in Section 2.1 and on each anniversary of that date, Developer shall provide the City with evidence that Developer or its contractor carries commercial general liability insurance, with coverage in the amount of \$1.5 million covering Developer's activities under Section 2.1 and naming the URA and City as an additional insured.

2.4 At least thirty (30) days prior to the commencement of each year referred to in Section 2.3, Developer must provide the City with a budget and maintenance plan prepared by the contractor which Developer proposes to use to perform the work required under Section 2.1. The contractor shall be a professional landscape maintenance contractor. The contractor and its budget and maintenance plan shall be subject to the City's prior review and approval.

3. Binding Effect.

This Agreement will be recorded against Phase 2A and Phase 2B and will thereby run with and bind Phase 2A and Phase 2B for the benefit of the City and the URA. Upon Developer's compliance with its obligations under Section 2.1, the URA and the City will execute and record a release of this Agreement from Phase 2A and Phase 2B.

4. General Provisions.

4.1 The URA may assign any of its rights under this Agreement to the City.

4.2 This Agreement may only be amended by a written agreement signed by the URA, the City, and the Developer.

4.3 This Agreement is the complete and final agreement of the parties and supersedes and replaces all prior written or oral agreements on the same subject matter, except for the DDA.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

URA: **URBAN RENEWAL COMMISSION OF THE CITY OF OREGON CITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Developer: **THE COVE, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OREGON :  
 :SS.  
County of \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2019, by \_\_\_\_\_ as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of Urban Renewal Commission of the City of Oregon City.

Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON :  
 :SS.  
County of :

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of The Cove, LLC, an Oregon limited  
liability company, on behalf of the limited liability company.

Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_