

Nicole Barrington

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FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT FOR KLAMATH WORKS CAMPUS

This First Amendment to the Development Agreement for Klamath Works Campus (“First Amendment”) is dated to be effective October 19, 2023 (“Effective Date”) by and between the City of Klamath Falls, a municipal corporation and political subdivision of the State of Oregon (hereinafter referred to as “City”) and KW Campus, LLC, an Oregon limited liability company (hereinafter referred to as “KW Campus”). City and KW Campus are sometimes referred to herein collectively as the Parties, and individually as a Party.

RECITALS

- A. KW Campus has been engaged with the City in the planning and development, through design and permitting into construction, on a 14 lot commercial subdivision on approximately 19.8 acres of property located in Klamath Falls, Oregon.
- B. The subdivision consists of two phases, Phase 1 (split into Phase 1a and Phase 1b) consisting of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, and Phase 2 wherein Lot 9 were to be further subdivided into Lots 10, 11, 12, 13, 14 and 15.
- C. The Parties entered into a non-statutory development agreement concerning the subdivision, commonly known as the Klamath Works Campus, effective October 1, 2018 (“Agreement”).
- D. Following the Agreement’s execution, the nine-lot subdivision plat for the Klamath Works Campus, identified as Tract 1535 – Klamath Works Campus – Phase 1, was finalized and recorded.
- E. In response to current development opportunities, KW Campus desires to modify the future lot configurations and has submitted a land use application to the City to partition Lot 9 (LP 38-22), to create Parcels 1 and 2 of LP 38-22.
- F. The Parties desire to amend the Agreement at this time in order to facilitate further development of the subdivision consistent with the KW Campus land use application by partitioning Lot 9, thereby creating Parcel 1 of LP 38-22 which shall be part of Phase 1B of development and Parcel 2 of LP 38-22 which shall remain in Phase 2.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement by this First Amendment as follows:

- 1. Recitals. The recitals set forth above are hereby incorporated into this Agreement as a material and substantive part of this Agreement.
- 2. Recital E. Recital E shall be amended to include the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

“E. The subdivision consists of two phases, Phase 1 (split into Phase 1a and Phase 1b) consisting of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 Parcel 1 of LP 38-22, and Phase 2 wherein ~~Lot 9~~ Parcel 2 of LP 38-22 shall be further subdivided and/or partitioned.”

3. Section 6.1.1. A new Section 6.1.1 shall be added to the Agreement which shall provide as follows:

“6.1.1 The final developer (which shall be defined as the entity constructing a building or structure on Lot 2), shall be responsible for the completion of all frontage improvements per approved plans along Mission Avenue on Lot 2 at the time of development.”

4. Section 6.3. Section 6.3 shall be amended to include the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

6.3 6.3 Park. KW Campus shall be responsible for the design, construction and maintenance of a not less than .33 acre the planned park within the Klamath Works Campus similar in character to that described in the original PUD. The final site, design, and timing for completion of the park required by this Section 6.3 shall be determined as described in Section 7.3 below.

5. Section 7.2. Section 7.2 shall be amended to include the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

“7.2 Phase 1b Infrastructure. Phase 1b includes development of Lots 2, 4, 6, 7, 8 and 9 Parcel 1 of LP 38-22 along with the following public improvements: 1) all public facility and public utility improvements identified in the approved construction and design plans for Phase 1b on file with City Engineering under City Master File #276815 with the exception of the Lot 2 Mission Avenue frontage improvements (the final developer, rather than KW Campus, shall be responsible for the completion of the frontage improvements along Mission Avenue for Lot 2 at the time of development); 2) restriction of northbound left turns at the intersection of South 6th Street and Owens Street with signage and striping treatments; 3) installation of new signage stating “Do Not Block Intersection” and striping at Union Avenue and East Main Street; and 4) extension of Stiles Way from the southern boundary of Lot 3 south to Owens Street.. In the event that the City determines the signage and striping treatment specified for restricting northbound left turns at the intersection of South 6th Street and Owens Street are ineffective, KW Campus shall install raised channelization to further restrict movements. KW Campus acknowledges and agrees that prior to the approval of any development application(s) on Lots ~~2, 4, 6, 7, 8, and 9~~ Parcel 1 of LP 38-22 the Phase 1b public improvements must be constructed and a traffic trip debit letter must be submitted for review and status determination against the allowable 94 trips at the South 6th Street and Stiles Way intersection referenced in Section 7.4 below.”

6. Section 7.3. Section 7.3 shall be amended to include the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

“7.3 Phase 2 Infrastructure. Phase 2, wherein ~~Lot 9~~ Parcel 2 of LP 38-22 shall be further subdivided and/or partitioned. ~~into Lots 10, 11, 12, 13, 14 and 15, includes development of Upon~~

further development of Parcel 2 of LP 38-22 Lots 10, 11, 12, 13, 14 and 15 along with the following public improvements shall be completed: 1) all the public facility and public utility improvements identified in the approved construction and design plans for Phase 2 on file with City Engineering under City Master File #276815, excluding sidewalks which shall be completed by the final developer at the time of development and as necessary to support development infrastructure at that time; and 2) the completion of the park referenced in Section 6.3 at a time and location as determined by KW Campus, LLC when future development of Parcel 2 of LP 38-22 occurs. In the event the final developer fails to make the improvements as required as specified above, KW Campus shall be ultimately responsible for performing the obligations of this Agreement.”

7. Section 8. Section 8 shall be amended to include the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

“8. Private Easements. In addition to the standard easements throughout the Project as referenced on the Phase 1 Final Plat, the following special easements shall be created: 1) Lots 1 through ~~148~~ and Parcels 1 and 2 of LP 38-22 shall have a cross pedestrian access, common driveway, and cross parking easement throughout; 2) Lots 1 through ~~148~~ and Parcels 1 and 2 of LP 38-22 shall have a cross storm storage (detention or retention), access, and maintenance easement throughout, with all surface swales and possible detention/retention systems interconnected to provide additional capacity and infiltration support for the Project, as described in the approved Master Plan Storm Drainage Report dated July of 2017; and, 3) Lot 7, ~~9, 11, and 12~~ Parcel 1 of LP 38-22, and that portion of Parcel 2 of LP 38-22 north and east of Foster Avenue shall have internal pedestrian connectivity between and through each Lot and Parcel which shall be addressed when planning each site.”

8. Exhibit C. Exhibit C to the Development Agreement for Klamath Works Campus is hereby replaced with the Exhibit C attached hereto.

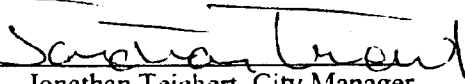
9. Exhibit D. Exhibit D to the Development Agreement for Klamath Works Campus is hereby replaced with the Exhibit D attached hereto.

10. Ratification. Except as expressly amended by the First Amendment, the Agreement is hereby ratified and affirmed by the Parties and shall remain in full force and effect according to its terms.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the Effective Date.

City of Klamath Falls

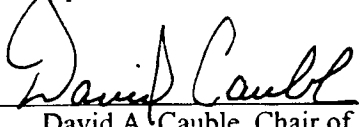
By: 
Jonathan Teichert, City Manager

Date: 10/14/2023

Address for Notices:

Jonathan Teichert
City Manager
City of Klamath Falls
500 Klamath Avenue
Klamath Falls, OR 97601

KW Campus, LLC

By: 
David A. Cauble, Chair of Board

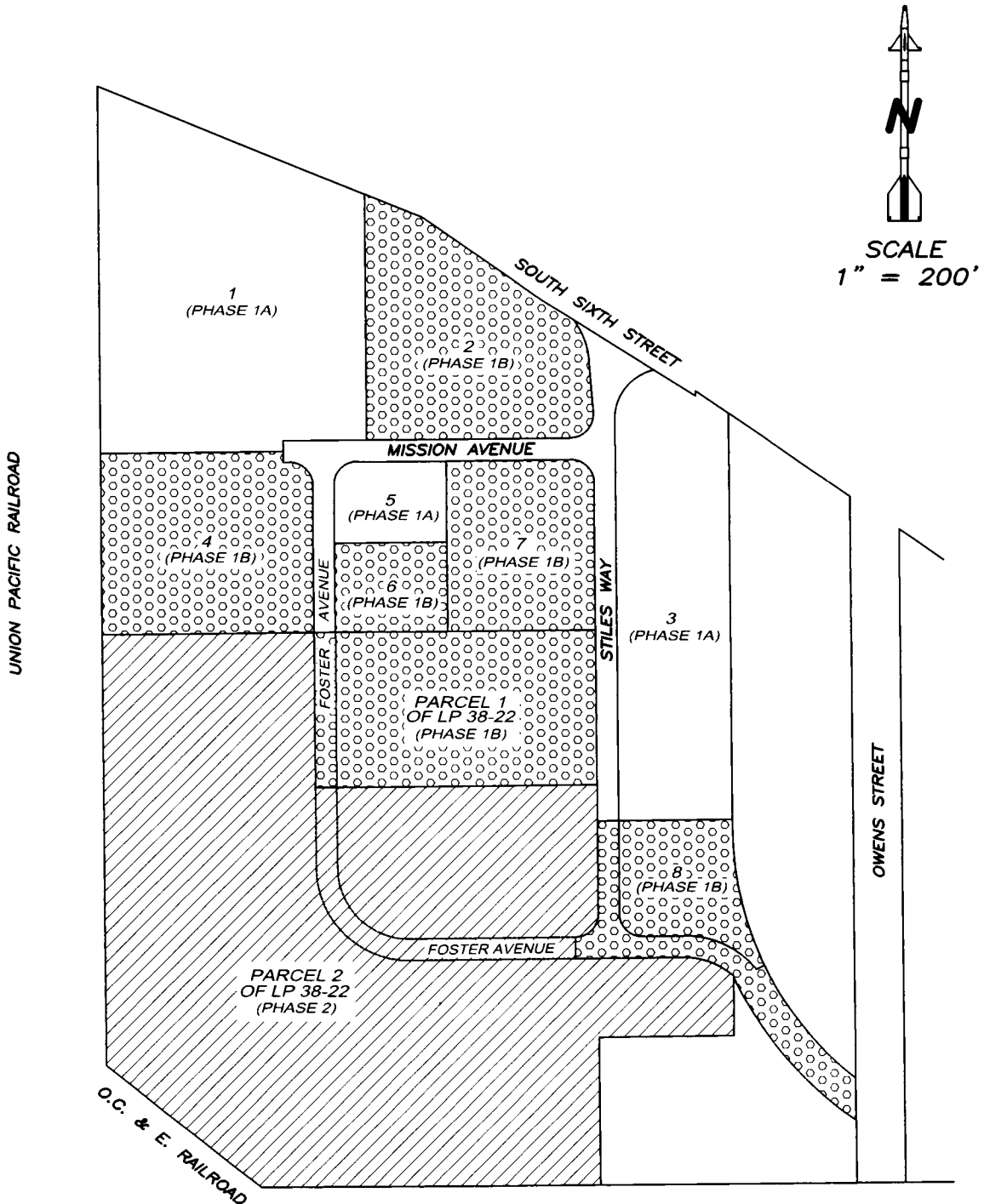
Date: 10-19-2023

Address for Notices:

David A. Cauble
Board Chair
KW Campus, LLC
2636 Biehn Street
Klamath Falls, OR 97601

EXHIBIT "C"

KLAMATH WORKS CAMPUS – PHASE 1A, 1B, AND 2



TRU SURVEYING LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603

TENTATIVE

LAND PARTITION 38-22 TENTATIVE

BEING A REPLAT OF LOT 9 OF "TRACT 1535 - KLAMATH WORKS CAMPUS - PHASE 1", SITUATED IN THE T38S, R9EWM, KLAMATH COUNTY, OREGON SW1/4 OF SECTION 33, JANUARY, 2023

OWNER:

KW CAMPUS, LLC
C/O RICHARD RICO
2865 DAGGETT AVENUE
KLAMATH FALLS, OR 97601
PHONE: (541) 882-6113

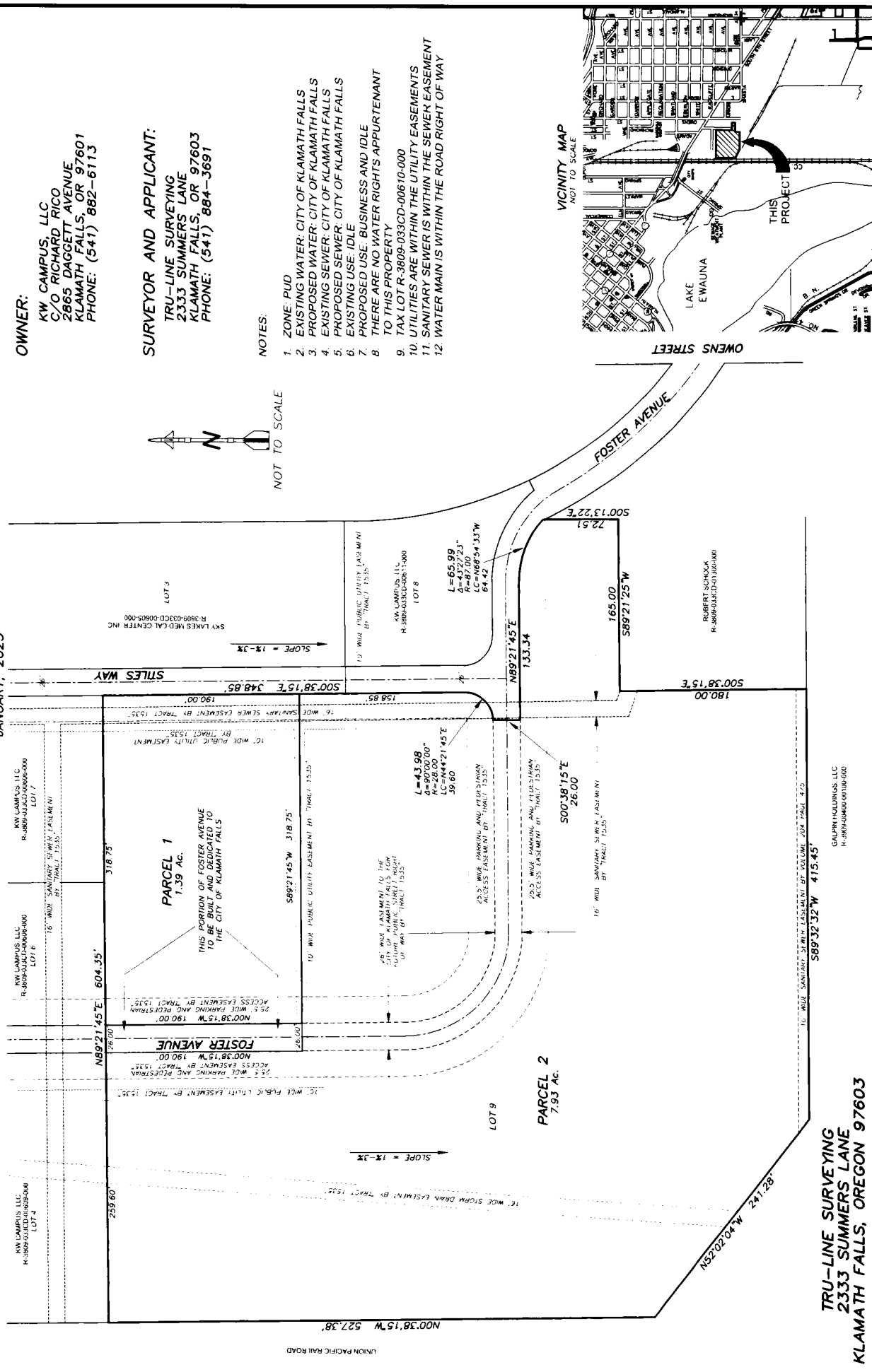
SURVEYOR AND APPLICANT:

TRU-LINE SURVEYING
2333 SUMMERS LANE
KLAMATH FALLS, OR 97603
PHONE: (541) 884-3691

NOTES:

1. ZONE: PUD
2. EXISTING WATER: CITY OF KLAMATH FALLS
3. PROPOSED WATER: CITY OF KLAMATH FALLS
4. EXISTING SEWER: CITY OF KLAMATH FALLS
5. PROPOSED SEWER: CITY OF KLAMATH FALLS
6. EXISTING USE: IDLE
7. PROPOSED USE: BUSINESS AND IDLE
8. THERE ARE NO WATER RIGHTS APPURTENANT
9. TO THIS PROPERTY
10. TAX LOT R-3609-033CD-00610-000
11. UTILITIES ARE WITHIN THE UTILITY EASEMENTS
12. SANITARY SEWER IS WITHIN THE SEWER EASEMENT
13. WATER MAIN IS WITHIN THE ROAD RIGHT OF WAY

NOT TO SCALE



TRU-LINE SURVEYING
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603

SALPIN HOLDINGS, LLC (0001101101)