

**MAIL TAX STATEMENTS TO:**  
Kathleen R. Basinger and  
Michael L. Basinger, Trustees  
of the Kathleen R. Basinger  
Trust, dated July 30, 2007, and  
any amendments thereto  
7624 Kayla Shae Street NE  
Keizer, Oregon 97303

**AFTER RECORDING RETURN TO:**  
Margaret Gander-Vo, Attorney  
Saalfeld Griggs PC  
PO Box 470  
Salem, OR 97308

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## Deferral Agreement

This Deferral Agreement (the “*Agreement*”) is entered into on June \_\_\_\_\_, 2024 (the “Effective Date”), between the City of Keizer located at 930 Chemawa Rd NE, Keizer, Oregon 97303, an Oregon municipal corporation (the “*City*”), and Kathleen R. Basinger and Michael L. Basinger, Trustees of the Kathleen R. Basinger Living Trust, dated July 30, 2007, and any amendments thereto of 7624 Kayla Shae Street NE, Keizer, Oregon 97303 (collectively, the “*Developer*”). Developer and City may be referred to herein jointly as the “Parties” or individually as a “Party”:

### RECITALS:

- A. Developer is the owner of that certain real property commonly known as 7624 Kayla Shae Street NE, Keizer, Oregon 97303 and legally described on *Exhibit A*, which is attached hereto and incorporated herein by this reference (the “*Property*”).
- B. The Developer has received approval to partition the Property into two parcels, Parcel I and Parcel II. The Developer wishes to develop Parcel II with a single-family dwelling, as set forth in that certain Partition Approval designated by the City as \_\_\_\_\_ (the “*Decision*”), which is incorporated by this reference herein.
- C. As part of the Decision, the City has required that Developer dedicate land and construct right of way improvements so that Kayla Shae Street NE will connect to Trebber Street NE. The Developer wishes to enter into an agreement to defer construction of the right of way improvements to the point when additional development beyond the proposed single-family dwelling occurs on Parcel II, as set forth herein.

NOW THEREFORE, the City and the Developer agree to the following:

1. The Developer acknowledges and agrees that if building permits are submitted for additional development of Parcel II beyond the proposed single-family dwelling and accessory uses thereto, Developer shall be responsible for the construction of the remaining right of way improvements shown on the attached *Exhibit B*, which is incorporated herein by this reference (the “*Right of Way Connection*”). Developer shall

not be obligated to construct or expend money on the Right of Way Connection unless and until building permits are submitted for the development of Parcel II beyond the proposed single-family dwelling and accessory uses thereto. The Developer is not obligated to construct or expend money on the Right of Way Connection or any other right of way improvements except as specifically set forth in this Agreement. The City's current connectivity plan provides that Kayla Shae Street will be improved and connected with Trebber Street to the north. Notwithstanding the above, if the City's connectivity plan is amended or revised or the City conducts any official act, including but not limited to passing an ordinance, that results in Kayla Shae Street no longer connecting to Trebber Street, then Developer's obligation to construct the Right of Way Connection shall be reduced to the completion of sidewalks along the frontage of Parcel II. Upon the submission of building permits for additional development of Parcel II, the Developer shall have the right, but not the obligation, to pay a reasonable fee in lieu of constructing the Right of Way Connection as set forth herein. Such fee shall comply with all applicable laws and regulations and shall not exceed the value of the Right of Way Connection that would otherwise be constructed by Developer pursuant to this Agreement.

2. No bonding of any kind is required in the event the Right of Way Connection is developed prior to the release of building permits. In the event the Right of Way is not complete at the time building permits are issued Developer shall provide the City with an improvement bond in an amount equivalent to one and one half (1.5) times the value of the Right of Way Connection being constructed by Developer pursuant to this Agreement, or other security acceptable to the City in its reasonable discretion, prior to the issuance of said building permits. Any security required by the City hereunder shall not exceed one and one half (1.5) times the value of the Right of Way being constructed by Developer pursuant to this Agreement.
3. The Right of Way Connection must be constructed in conformance with the applicable laws, rules, regulations and standards at the time of development, prior to the issuance of the certificate of occupancy for the development beyond the proposed single family dwelling and accessory uses thereto on Parcel II. In the event the Developer fails to construct the required Right of Way Connection, the Developer agrees that the City may withhold issuance of said certificate of occupancy until such time as the Right of Way has been properly constructed pursuant to this Agreement.
4. This Agreement shall be recorded against Parcel II. The Developer's obligations as set forth herein and the provisions of this Agreement shall run with the land and be binding upon and inure to the Parties' heirs, personal representatives, successors, and assigns.
5. In the event the Developer includes more than one person or entity, all such persons or entities shall be jointly and severally liable for all conditions herein.
6. In the event federal, state, or local laws change in a manner that renders compliance with this Agreement impossible or unlawful, the Parties will re-negotiate the terms necessary to comply with such a change.
7. In the event the Right of Way Connection is not completed in accordance with this Agreement, the City may pursue any and all remedies available to it, including, but not limited to, self-help and those remedies set forth in the City's municipal code.

8. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
9. If a Party places this Agreement in the hands of an attorney due to a default by the other Party, then the attorneys' fees and any experts' charges so incurred by the non-defaulting Party plus reasonable costs incurred shall be reimbursed in full by the defaulting Party. The defaulting Party shall reimburse the non-defaulting Party for such costs and fees within ten days of receipt of notice from the non-defaulting Party specifying the amounts and demanding such reimbursement. In addition, in the event proceeding is instituted in any court, including any arbitration proceedings, arising out of this Agreement, or if Developer appears in or takes action in any bankruptcy proceeding to collect, defend or enforce the terms of this Agreement the losing Party shall pay the prevailing Party's reasonable attorneys' fees, together with all expenses which may reasonably be incurred in taking such action, including, but not limited to, costs incurred in searching records, the costs of title reports, court reporting services and the cost of transcripts, the cost of an environmental assessment, and expert witness fees, and anticipated post judgment collection services. If an appeal is taken from any decision or judgment, the losing Party shall pay the prevailing Party in the appeal its reasonable attorneys' fees and costs in such appeal.
10. Upon the Developer's completion of their obligations under this Agreement, whether through construction of the Right of Way or payment of a fee in lieu of development as set forth herein, the City shall release the Developer from all obligations under this Agreement and shall fully cooperate in executing any documents necessary to effectuate such release, including but not limited to any documents necessary to remove this Agreement from title.
11. This Agreement shall run with Parcel II and be binding upon Developers heirs, successors, beneficiaries, and assigns.

[Signature Pages to Follow]

DEVELOPER:

\_\_\_\_\_  
Kathleen R. Basinger, Trustee of the  
Kathleen R. Basinger Living Trust, dated  
July 30, 2007, and any amendments thereto

State of Oregon )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Kathleen R. Basinger, as Trustee of the Kathleen R. Basinger Living Trust, dated July 30, 2007, and any amendments thereto, who being duly sworn, did acknowledge the foregoing instrument to be their voluntary act and deed.

Before me:

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

\_\_\_\_\_  
Michael L. Basinger, Trustee of the Kathleen  
R. Basinger Living Trust, dated July 30,  
2007, and any amendments thereto

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, appeared Michael L. Basinger, as Trustee of the Kathleen R. Basinger Living Trust, dated July 30, 2007, and any amendments thereto, who being duly sworn, did acknowledge the foregoing instrument to be their voluntary act and deed.

Before me:

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

CITY OF KEIZER

\_\_\_\_\_  
Adam Brown, City Manager

STATE OF OREGON            )  
  ) ss.  
County of Marion            )

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Adam Brown, as City Manager of the City of Keizer, Oregon.

\_\_\_\_\_  
Notary Public—State of Oregon  
My commission expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

**LEGAL DESCRIPTION OF PARCEL II**

**[TO BE ADDED UPON APPROVAL]**

**EXHIBIT A**  
**RIGHT OF WAY CONNECTION PLANS**

**[TO BE ADDED UPON APPROVAL]**