

RESOLUTION NO. 2107

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH LEASE-BACK WITH TUALATIN VALLEY FIRE & RESCUE FOR THE CITY'S FLEET MAINTENANCE BUILDING ON ELLIGSEN ROAD.

WHEREAS, Resolution No. 1041 authorized an agreement between Tualatin Valley Fire & Rescue (hereinafter "TVF&R") for the City to lease with an option to purchase 1.57 acres of developed property at 8455 SW Elligsen Road (hereinafter "Property") currently used for city fleet maintenance; and

WHEREAS, on June 16, 1998, the City invoked its rights to purchase the Property; and

WHEREAS, since that time the City has vacated leased office space owned by TVF&R, commonly known as Station 56, located contiguous to the Property; and

WHEREAS, TVF&R has plans to develop its Command and Business Operations Center in Wilsonville at the combined site of Station 56 and the Property; and

WHEREAS, the City has acquired 7.6 acres of undeveloped property on Boberg Road for expanded fleet and other maintenance facilities; and

WHEREAS, the City is actively seeking state and federal funds to finance design and construction of replacement city maintenance facilities at the Boberg Road site; and

WHEREAS, to facilitate the immediate redevelopment of Station 56 for a Command and Business Operations Center it is necessary for TVF&R to obtain ownership of the Property; and

WHEREAS, an appraisal report was duly commissioned to assign fair market value to the developed Property.

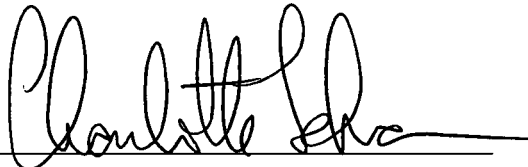
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council does hereby approve and authorize the Mayor to sign a Purchase and Sale Agreement with Lease-Back between the City and Tualatin Valley Fire & Rescue for the City's fleet maintenance building and site located at 8455 SW Elligsen Road. A copy of the

Purchase and Sale Agreement with Lease-Back, marked Exhibit "1", is attached hereto and incorporated herein.

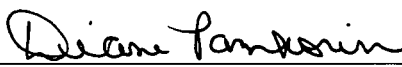
2. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of May, 2008, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:



Diane Pankonin, Recorder Pro Tem

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Knapp	Yes
Councilor Kirk	Yes
Councilor Núñez	Yes
Councilor Ripple	Yes

List of Exhibits

Exhibit 1 ~ Purchase and Sale Agreement with Lease-Back including Agreement Exhibits A & B

PURCHASE AND SALE AGREEMENT WITH LEASE-BACK

THIS AGREEMENT is made this _____ day of _____, 2008 (the "Effective Date"), by and between the City of Wilsonville, an Oregon municipality ("Wilsonville"), and Tualatin Valley Fire & Rescue, a Rural Fire Protection District ("TVF&R").

RECITALS

- A. Wilsonville is the owner of property legally described as Parcel I, Partition Plat No. 1999-028, in the City of Wilsonville, County of Washington, and State of Oregon, ("Parcel I"). A copy of the Partition Plat is attached and incorporated as Exhibit A.
- B. Wilsonville purchased from TVF&R Parcel I by Special Warranty Deed recorded May 19, 1999, as document number 99060464 in the Washington County records. A copy of such Deed is attached as Exhibit B and incorporated herein.
- C. Wilsonville is also the owner of "Tract A" of Partition Plat No. 1999-028, which tract was conveyed to Wilsonville by TVF&R under deed number 99060464 referenced in Recital B above. For the purposes of this Agreement, all further references to Parcel I include Tract A.
- D. TVF&R is the owner of a property located immediately south of Parcel I, legally described as Parcel II, Partition Plat No. 1999-028, in the City of Wilsonville, County of Washington, and State of Oregon ("Parcel II").
- E. TVF&R plans to re-develop Parcel II as soon as possible, and has approved the acquisition of Parcel I for construction of its Command and Business Operations Center. Wilsonville, as a recipient of the fire and emergency services provided by TVF&R, will benefit from the redevelopment of Parcel II, and desires to sell Parcel I to TVF&R for its Command and Business Operations Center.
- F. Wilsonville is presently using Parcel I, and the timing for vacating Parcel I is contingent upon funding factors outside of Wilsonville's control. However, for TVF&R to obtain approvals and move forward with redevelopment of Parcel II, and to proceed with planning the Command and Business Operations Center, TVF&R requires ownership of Parcel I or the right to obtain such property rights or ownership as necessary to effect the redevelopment of Parcel II.
- G. To facilitate the immediate redevelopment of Parcel II, to provide for the planning and development of the Command and Business Operations Center on Parcel I, and to provide for the orderly transition of use of Parcel I without interruption of services, Wilsonville has agreed to sell Parcel I to TVF&R and to convey property rights in Parcel I that TVF&R deems reasonably necessary for the redevelopment of Parcel I. TVF&R has agreed to grant to Wilsonville a lease-back of Parcel I from and after the Closing as more particularly set forth in this Agreement.

AGREEMENT

1. Recitals. The above Recitals are contractual and not mere recitals.

2. Sale and Purchase. TVF&R agrees to purchase Parcel I from Wilsonville, and Wilsonville agrees to sell Parcel I to TVF&R, for the sum of \$1,493,325.00 (the "Purchase Price"). Parcel I includes all of the property appraised, including the land, building, site improvements, and trade fixtures, by J.J. DeVoe & Associates as of February 1, 2007, a copy of which both parties acknowledge having received. The trade fixtures include all of the fixtures set forth in Section B of the Addenda to the appraisal, which are valued at \$113,325. Parcel I also includes the below-described microwave tower and equipment room and all associated leases, all built-in appliances, floor coverings, window and door screens, storm doors and windows, irrigation, plumbing, ventilation, cooling and heating fixtures and equipment, water heaters, attached electric light fixtures, window coverings, and all other fixtures, whether or not individually identified.

3. Payment of Purchase Price. The entire Purchase Price of \$1,493,325.00 shall be paid to Wilsonville in cash on the Closing Date.

4. Closing/Prorates. Closing shall occur not later than June 30, 2008 (the "Closing" or "Closing Date"), at the offices of First American Title Insurance Company of Oregon, Inc., 10260 SW Greenburg Rd #170, Portland, Oregon 97223 (the "Escrow Company"). The usual and customary items shall be prorated between Wilsonville and TVF&R at time of Closing.

5. Costs/Deed/Title Insurance. The costs of escrow shall be borne equally by the parties, save and except that Wilsonville shall pay the costs of the ALTA standard owner's title insurance policy. Wilsonville shall, within 10 business days following the Effective Date of this Agreement, provide TVF&R with an updated preliminary title report evidencing marketable title to Parcel I in Wilsonville. TVF&R shall have 10 business days following its receipt of such report (with copies of all documents listed as encumbrances on Parcel I) to advise Wilsonville in writing of any such encumbrances which must be removed at or prior to Closing. At Closing, Wilsonville shall deliver to TVF&R, in exchange for receipt of the full purchase price, a statutory warranty deed to Parcel I, subject only to the encumbrances approved by TVF&R. Within 30 days following Closing, Wilsonville shall deliver to TVF&R an ALTA standard owner's policy of title insurance in the amount of the purchase price subject only to such approved encumbrances.

6. Conditions. TVF&R's obligation to purchase Parcel I is contingent upon approval of its physical inspection, which may include, but shall not be limited to, an environmental inspection. TVF&R shall have until 30 days prior to Closing to complete its physical inspections and tests. TVF&R, its agents and representatives, shall have the right, at any reasonable time, to enter into or upon Parcel I for the purpose of examining the condition of the property or for any other lawful purpose. If TVF&R is not satisfied with the results of its inspections, TVF&R shall notify Wilsonville of such unsatisfactory item(s) and Wilsonville shall have 30 days to correct same. If Wilsonville fails to correct same to TVF&R's satisfaction, TVF&R may terminate its obligation to purchase Parcel I. Provided further that if Wilsonville has transferred to TVF&R any property rights pursuant to Section 10 below or encumbered Parcel I to assist TVF&R in its redevelopment, then such actions shall not be deemed to render any inspection unsatisfactory.

7. Pre-Closing Possession. To the fullest extent applicable, all conditions of lease-back of the Property following Closing, including but not limited to Sections 11.3, 11.5, 11.6 and 11.7, shall apply during the period between the Effective Date and the Closing Date.

8. Underground Storage Tank. The parties acknowledge the existence of an underground storage tank ("UST") on Parcel I. Prior to Closing, Wilsonville agrees to have the UST tested, and to provide to TVF&R at or prior to Closing proof that the UST has passed a leakage and tightness test. Wilsonville shall hold TVF&R harmless of and from any and all claims, damages, causes of action, or costs related to the UST prior to Closing and should Wilsonville continue to use the UST after completion of the initial testing, whether prior to or following Closing and under any lease-back of Parcel I as set forth in this Agreement, it shall take all necessary and appropriate steps to ensure that the UST is registered in its name. TVF&R reserves the right to require Wilsonville to have the UST tested, at Wilsonville's expense, prior to Closing and/or at the expiration or termination of any lease by Wilsonville of Parcel I, to ensure that the UST shall then pass the leakage and tightness tests, at which time the UST shall be registered in TVF&R's name.

9. Microwave Tower. The parties acknowledge the existence of TVF&R's microwave tower located on Parcel I and an equipment shelter used by TVF&R in the building on Parcel I. TVF&R shall at all times prior to the Closing Date, and thereafter during the period of the Lease, have continued and unrestricted use of such tower and equipment room.

10. Pre-Closing Cooperation and Conveyance of Property Rights. Prior to Closing, TVF&R may require the granting of property rights or ownership rights to effect the redevelopment of Parcel II, and the planning for Parcel I. Wilsonville agrees to cooperate with all governmental applications or other reasonable planning or development requests by TVF&R with respect to TVF&R's intended use of the Parcels I or II. Such cooperation may be required, *inter alia*, for easements, lot line adjustments, or parking agreement.

11. Lease of Parcel I. From and after Closing of the purchase, Wilsonville shall lease-back from TVF&R and TVF&R shall lease to Wilsonville Parcel I (the "Lease"), subject to the provisions regarding such use described in Sections 8 and 9 above, on the following terms and conditions:

11.1 Lease Term. The term of the Lease shall commence on the Closing Date of TVF&R's purchase of Parcel I (the "Commencement Date"). The purpose of the Lease is to accommodate the time necessary for Wilsonville to obtain federal grant funding or alternative financing to develop the Wilsonville's Boberg Road site for its SMART transportation and public works operations on Parcel I as a precursor to moving Wilsonville's operations from Parcel I. Wilsonville agrees to, in good faith, actively pursue federal grant funding, and, if such funding is determined not to be available, to pursue such alternative funding as may be available. Wilsonville further agrees, in good faith, upon funding to pursue construction of the new facilities and relocation in a timely manner. As part of such good faith, Wilsonville shall provide TVF&R a summary of its plan of action and anticipated timetables. The Lease shall be for an initial period of 24 months commencing on the Closing Date. If at the end of the initial 24-month term Wilsonville has not been able to relocate its SMART and public works operations to a new facility, then Wilsonville shall have an option to extend the Lease for an additional 24 months; provided that as a condition of exercising such option to extend, Wilsonville shall

provide TVF&R at least 30 days prior to the end of the initial 24-month term, Wilsonville's exit strategy action plan with timetable benchmarks for action, which action Wilsonville agrees to pursue in good faith. If at the end of this second 24-month Lease term, emergency or exigent circumstances beyond Wilsonville's control have prevented or delayed Wilsonville's ability to relocate, Wilsonville may extend for up to an additional 12 months. The initial Lease term of 24 months and any second Lease term of 24 months, and any emergency or exigent circumstance Lease term of 12 months shall not under any circumstances exceed five years from the Closing Date, which is the Commencement Date of the Lease. Any occupancy beyond five years by Wilsonville shall be subject to the holdover provisions of Section 11.13 below.

If Wilsonville fails to use good faith efforts to obtain funding and to construct and relocate, TVF&R may terminate the Lease. The Lease may also terminate as the parties may otherwise agree in writing. Wilsonville may terminate the Lease, or vacate some or all of Parcel I, at any time during the Lease, without penalty. In the event that Wilsonville vacates some or all of Parcel I, such area shall not be available for lease or occupancy by Wilsonville and may instead be occupied by TVF&R, should it so choose.

11.2 Rent. Wilsonville shall not pay any rent to TVF&R, except as provided for a holdover in Section 11.13. Consideration for the Lease consists of the Purchase Price and the terms and conditions of this Agreement.

11.3 Limitations on Right to Quiet Enjoyment. TVF&R's covenant of quiet enjoyment is not absolute, but is subject to any governmental requirement placed on TVF&R for approval or entitlement of the redevelopment of Parcel II. For example, TVF&R may be required to execute an easement for parking, to effect a lot line adjustment, to transfer a portion of Parcel I, or otherwise be required to modify Wilsonville's use of Parcel I.

11.4 Condition of Parcel I. Given Wilsonville's ownership and use of Parcel I prior to sale, Wilsonville leases and accepts Parcel I in its condition on the Commencement Date of the Lease, AS IS, without representations or warranties of any kind from TVF&R.

11.5 Use.

11.5.1 Parcel I shall be used by Wilsonville only for its public works and SMART program operations, and for no other purpose, except upon the written consent of TVF&R being first obtained, which consent may be withheld by TVF&R in its sole discretion. Wilsonville shall not assign this Lease, nor sublet any part of Parcel I without the prior written consent of TVF&R being first obtained, which consent may be withheld by TVF&R in its sole discretion. Any assignee or subtenant shall hold Parcel I subject to all of the terms and conditions of this Agreement, and no assignment or subletting shall be permitted if Wilsonville is in default in any particular of the terms and conditions of this Agreement.

11.5.2 Other than that which is normally associated with bus startup, idling and repair, Wilsonville covenants to make no unlawful, improper or offensive use of Parcel I, not to suffer or permit any waste or strip thereof, not to permit any objectionable noises or odors to escape or to be emitted from Parcel I or to do anything or permit anything to be done or about Parcel I in any way tending to create a nuisance. Wilsonville shall not cause or permit any hazardous, toxic, infectious or radioactive substance, waste or material to be spilled, leaked, disposed of or otherwise released on or under Parcel I.

11.5.3 Wilsonville agrees to comply, at Wilsonville's own expense, with all of the laws and regulations of city, county, state, federal or other public authorities respecting the use of Parcel I.

11.5.4 Wilsonville shall make no improvements or alterations to Parcel I of any kind without first obtaining TVF&R's written consent, which consent shall not be unreasonably withheld. All alterations shall be made at the sole expense of Wilsonville, in good and workmanlike manner, and in compliance with applicable laws and building codes. Any and all improvements to Parcel I so made, constructed or installed by Wilsonville and which are not of a permanent nature and which may be removed or disconnected from Parcel I without damage to the freehold, must be removed by Wilsonville prior to the expiration of the Lease, or upon the termination of the Lease, unless otherwise agreed to in writing by the parties. Wilsonville shall repair all damage to Parcel I caused by either the installation or removal of any alteration or improvement and shall restore Parcel I to the condition it was in prior to such improvements or alterations. However, unless provided otherwise by mutual written agreement prior to installation, improvements of a permanent nature, and whether installed, constructed or erected by TVF&R or Wilsonville, or either of them, shall remain and shall become, upon the expiration of the Lease, the sole property of TVF&R, without any right of reclamation in Wilsonville whatsoever and without any right of contribution from TVF&R for the cost thereof, or any part of the cost thereof.

11.6 Maintenance. Wilsonville shall maintain Parcel I, both exterior and interior, in good order and repair during the term of this Lease, at its sole expense. Such maintenance includes maintenance of the heating and air conditioning equipment.

11.7 Insurance. TVF&R agrees to insure and keep insured the leased building against loss by fire with extended coverage in an amount not less than full insurable value. Wilsonville shall carry similar insurance insuring the property of Wilsonville on Parcel I against such risk.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Upon the Commencement Date, Wilsonville shall procure and, thereafter during the term of the Lease and during the time of any renewals or extensions hereof, shall continue to carry the following insurance at Wilsonville's cost: comprehensive general liability insurance with City County Insurance Services (CCIS) with limits of not less than \$500,000 for injury to one person, \$1,000,000 for injury to two or more persons in one occurrence, and \$1,000,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Wilsonville's activities on or any condition of Parcel I, and shall protect Wilsonville against the claims of TVF&R on account of the obligations assumed by Wilsonville herein.

11.8 Utilities. Wilsonville shall pay when due all charges for services and utilities incurred in connection with the use, occupancy and maintenance of Parcel I including, but not limited to, heat, lights, sewer, water, garbage and telephone service.

11.9 Signage. Wilsonville may maintain existing signage on Parcels I and II or repair or replace a sign or signs, comparable to the existing site signage, with Wilsonville's name thereon and other matters relevant to its business, but any such sign or signs shall be erected at Wilsonville's expense and in conformity with the rules and regulations of any public authority which pertain to any such signs. The location of any such signs shall not unreasonably interfere with TVF&R's development activities on Parcels I and II and TVF&R may require Wilsonville to ~~move~~relocate any signs, ~~at Wilsonville's expense~~, that interfere with such development. All signs shall be removed by Wilsonville at its own expense at the termination or expiration of this Lease or any renewals or extensions thereof.

11.10 Liens. Wilsonville shall pay when due all claims for work done on and for services rendered or material furnished to Parcel I, and shall keep Parcel I free from any liens or other encumbrances. Nothing aforesaid shall be construed to relinquish Wilsonville's rights, in good faith, to legally contest the validity of any claim and to deny payment of same until the legal rights have been determined. If Wilsonville fails to pay any such claims or discharge any lien, TVF&R may do so and collect the cost as additional rent. Such action by TVF&R shall not constitute a waiver of any right or remedy which TVF&R may have on account of Wilsonville's default.

11.11 Inspections. TVF&R, its agents and representatives, shall have the right at any reasonable time and upon reasonable notice, to enter into or upon Parcel I for the purpose of examining the condition thereof, or for any other lawful purpose.

11.12 Default/Remedies. The following shall be events of default:

11.12.1 Default in Covenants. Failure of either party to comply with any term or condition or fulfill any obligation of the Lease within 20 days after written notice by the other party specifying the nature of the default shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if the noticed party begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

11.12.2 Remedies. In the event of termination or retaking of possession following default, TVF&R shall be entitled to recover immediately, without waiting until the date fixed for expiration of the Lease term, the reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Wilsonville's property and fixtures, or any other expense occasioned by Wilsonville's default including but not limited to any remodel or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

No action for damages shall bar a later action for damages subsequently accruing.

In the event of default which remains uncured, or following termination of the Lease, the parties shall have all the rights and remedies as the law may allow, subject only to such defenses as the law may allow. A particular right, remedy or defense shall not be exclusive to any other right, remedy or defense that may otherwise be allowed under law.

11.13 Termination/Holdover. At the expiration or any sooner termination of this Lease, Wilsonville shall deliver all keys to TVF&R and quit, surrender and deliver up Parcel I to TVF&R, or those having their estate in Parcel I, peaceably, quietly and in as good order and condition, reasonable use and wear thereof, and damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by TVF&R or Wilsonville.

If Wilsonville does not vacate Parcel I at the time required, TVF&R shall have the option to treat Wilsonville as a tenant from month-to-month, subject to all of the provisions of this Lease except the provisions for term and rental. Failure of Wilsonville to remove fixtures, furniture, furnishings, or trade fixtures that Wilsonville is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of Parcel I by another tenant or with occupancy by TVF&R for any purpose including preparation for a new tenant.

If a month-to-month tenancy results from a holdover by Wilsonville under this section, the tenancy shall be terminable at the end of any monthly rental period or written notice from TVF&R given not less than 10 days prior to the termination date which shall be specified in the notice. Rent during any holdover period shall be the fair market rental value of Parcel I as determined by TVF&R in its sole, but reasonable, discretion.

12. Wilsonville's Representations and Covenants. Wilsonville represents to TVF&R and expressly covenants that (i) it is the current and lawful owner of Parcel I; (ii) it has a good right to sell same; and further (iii) it has a good right to lease Parcel I back from TVF&R following sale, all without further action (or if further action need be taken, it warrants it has the right and will take all such action). Wilsonville represents that it will warrant and defend TVF&R's interest in Parcel I against the lawful claims and demands of any person or persons whomsoever.

13. Required Actions. Wilsonville and TVF&R agree to execute all such instruments and documents, and to take all actions pursuant to the provisions of this Agreement, in order to consummate the purchase and sale, the Lease, and the approval of the redevelopment of Parcel II. The parties recognize that time is of the essence. Such documents, if any, shall be prepared based upon reasonable terms and the conditions as defined by the requirements for approvals and entitlements.

14. Notices. All notices and communications shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested. Notices to TVF&R shall be addressed to TVF&R, Attn: Gary Wells, or his successor, at 20665 SW Blanton Street, Aloha, Oregon 97007. Notices to Wilsonville shall be addressed to The City of Wilsonville, Attn: Michael E. Kohlhoff, 30000 SW Town Center Loop E., Wilsonville, Oregon 97070. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

15. Binding Effect. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of, and bind as the circumstances may require, the successors and assigns.

16. Attorney Fees. In case suit or action instituted to enforce compliance with any of the terms, covenants or conditions of this Agreement, the party not prevailing agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney fees to be allowed prevailing party in such suit or action.

17. Waiver. Any waiver by either party of any breach of any covenant contained herein to be kept and performed by the other party shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent a party from claiming a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

18. Entire Agreement/Survival of Closing. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of Parcel I and the lease-back. Any alterations, modifications or additions to this Agreement, in order to be binding upon the parties hereto, shall be reduced to writing, signed by the parties or their lawful agents, and incorporated with this Agreement by specific reference thereto. The covenants, agreements, representations, and warranties made herein shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.

19. Memorandum of Agreement. TVF&R may execute and record a Memorandum of this Agreement, at its discretion.

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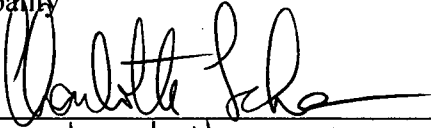
20. Statutory Notice:

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate effective as of the date first written above.

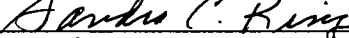
WILSONVILLE:

THE CITY OF WILSONVILLE, an Oregon municipality

By: 

Name: Charlotte Lehan

Title: Mayor

By: 

Name: SANDRA C. KING

Title: City Recorder

TVF&R:

TUALATIN VALLEY FIRE & RESCUE, a Rural Fire Protection District

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

PARTITION PLAT

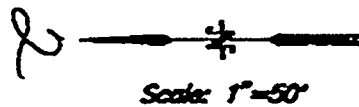
LOCATED IN THE SW 1/4 OF SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
WILLAMETTE MERIDIAN, CITY OF WILSONVILLE,
WASHINGTON COUNTY, OREGON.

FEBRUARY 19, 1999

Partition Plat No. 1999-028

Recorded as Document No. 99046013

Sheet 1 of 3



CURVE DATA

No.	Arc	Radius	Delta	Chord	Chord Bearing
1	32.26°	23.00'	80°22'22"	29.68'	N 49°23'16" E
2	32.16°	23.00'	80°06'49"	29.60'	S 50°22'12" E
3	34.45°	23.00'	85°48'40"	31.32'	N 46°40'07" E
4	21.86°	23.00'	54°28'00"	21.05'	S 31°46'46" E
5	8.66°	23.00'	21°34'04"	8.61'	S 78°47'32" W
E1	14.95°	17.00'	50°24'04"	14.47'	S 34°24'13" W
E2	23.77°	17.00'	80°06'49"	21.88'	S 50°22'09" W
E3	25.46°	17.00'	85°48'40"	23.15'	N 46°40'07" W
E4	23.61°	23.00'	58°48'18"	22.58'	N 38°36'32" E

ABBREVIATIONS

FD. Found
RD. Road
P.U.E. Public Utility Easement
NO. Number

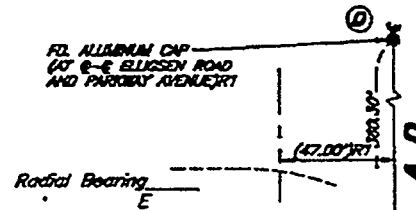
LEGEND

- Found monument as noted.
- ⊕ Found 5/8" iron rod with a yellow plastic cap marked: DEHAAS & ASSOC. INC.
- Set 5/8" x 30" iron rod with a yellow plastic cap marked: DEHAAS & ASSOC. INC.
- Ⓢ Center Line
- R1 Record Data: SN 21,921
- R2 Record Data: DOC. NO. 99010802
- M Measured
- Easement Boundary
- P.U.E.

DOCUMENT NO. 92005039

UNDERGROUND DISTRIBUTION
LINE EASEMENT DOCUMENT
NO. 78027816

(N 00°04'43" W 716.96' R1
N 00°04'13" W 716.74' M



Prepared by:
DELAAS & ASSOC, INC.
 SUITE 300 - A.G.C. CENTER
 9450 S.W. COMMERCE CIRCLE
 WILSONVILLE, OREGON 97070
 PHONE: (503) 682-2450
 FAX: 682-4018

Prepared for:
CITY OF WILSONVILLE
 30000 SW TOWN CENTER LOOP EAST
 WILSONVILLE, OREGON 97070
 PHONE: (503) 682-1011
 FAX: (503) 682-1015

W

SHEET INDEX

1. PARTITION PLAT
2. EASEMENT DETAIL
3. CERTIFICATE, DECLARATION, ACKNOWLEDGEMENT, APPROVALS & NARRATIVE

Expires 12/31/99

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Malcolm N. Clark

OREGON
 JULY 12, 1983
 MALCOLM N. CLARK
 601

Exhibit A
 Page 2 of 12

PARTITION PLAT

LOCATED IN THE SW 1/4 OF SECTION 1,
 TOWNSHIP 3 SOUTH, RANGE 1 WEST,
 WILLAMETTE MERIDIAN, CITY OF WILSONVILLE,
 WASHINGTON COUNTY, OREGON.

FEBRUARY 19, 1999



CURVE DATA

No.	Arc	Radius	Delta	Chord	Chord Bearing
1	32.26°	23.00'	80°22'22"	29.68'	N 49°23'16" E
2	32.16°	23.00'	80°06'49"	29.60'	S 50°22'12" E
3	34.45°	23.00'	85°48'40"	31.32'	N 46°40'07" E
4	21.88°	23.00'	54°28'00"	21.05'	S 31°46'46" E
5	8.66°	23.00'	21°34'04"	8.61'	S 78°47'32" W
E1	14.95°	17.00'	50°24'04"	14.47'	S 34°24'13" W
E2	23.77°	17.00'	60°06'49"	21.88'	S 50°22'09" W
E3	25.46°	17.00'	85°48'40"	23.15'	N 46°40'07" W
E4	23.61°	23.00'	58°48'18"	22.58'	N 38°36'32" E

DOCUMENT NO. 92005039

UNDERGROUND DISTRIBUTION
 LINE EASEMENT DOCUMENT
 NO. 78027916

FDL ALUMINUM CAP
 (AT E-E ELIENEN ROAD
 AND PARKWAY AVENUE)RT

(N 00°04'45" W 716.96')R1
 N M

DOCUMENT NO. 92005039

UNDERGROUND DISTRIBUTION
LINE EASEMENT DOCUMENT
NO. 78027916

FL. ALUMINUM CAP
(AT 6" ELLIGSEN ROAD
AND PARKWAY AVENUE)

P.U.E.

(N 00°04'45" W 716.96')R1
N 00°04'13" W 716.74" M
N 00°04'13" W 672.37'

Radial Bearing
N 85°27'13" E

N 89°32'08" E
33.78'

DOCUMENT NO. 78052501
(ROADWAY DEDICATION)

6" P.U.E.

Parcel 2

95,430 Square Feet
2.19 Acres

SEE SHEET 2 OF 3
FOR EASEMENT DETAIL

TRACT "A"
3,146 Square Feet
.07 Acres

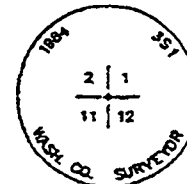
Radial Bearing
N 79°41'12" E

N 89°42'28" E
43.97'

RIGHT-OF-WAY CONVEYED
TO THE CITY OF WILSONVILLE
BY TUALATH VALLEY FIRE AND
RESCUE AS DESCRIBED IN
DOCUMENT NO. 80010802.

N 89°34'27" E 21.56'

FL. 5/8" IRON ROD
(NO CAP) SN 13,754
S 26°54'18" E 0.28'



HELD
FL. 2" DIA. WASHINGTON
COUNTY BRASS DISK
GEODETIC CONTROL MONUMENT
No. 602 of Survey GC14
(Section Corner)
MAD 83 (1931) Coordinates
N: 675266.0497 (Int. FL.)
E: 761886.8802 (Int. FL.)
U.S.G.T. BOOK 4, PAGE 472

00°04'45" E 676.10'

717.10' M (716.96')R1 LOT 2

AFFORD PARK

REC. BOOK 39, PAGE 47

BASE OF BEARINGS
S 00°04'45" E
(2642.67')R1 2091.81' M

Exhibit A
Page 3 of 12

Job No. 9E.142.197

PARTITION PLAT

LOCATED IN THE SW 1/4 OF SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
WILLAMETTE MERIDIAN, CITY OF WILSONVILLE,
WASHINGTON COUNTY, OREGON.

FEBRUARY 19, 1999

Partition Plat No. 1999-028

Recorded as Document No. 99046013

Sheet 2 of 3

LEGEND

- Found monument as noted.
- Found 5/8" iron rod with a yellow plastic cap marked: DEHAAS & ASSOC. INC.
- Set 5/8" x 30" iron rod with a yellow plastic cap marked: DEHAAS & ASSOC. INC.
- Ⓢ Center Line
- R1 Record Data: SN 21,921
- R2 Record Data: Doc. No. 99010802
- M Measured
- - - Easement Boundary
- - - P.U.E.



Scale: 1" = 30'

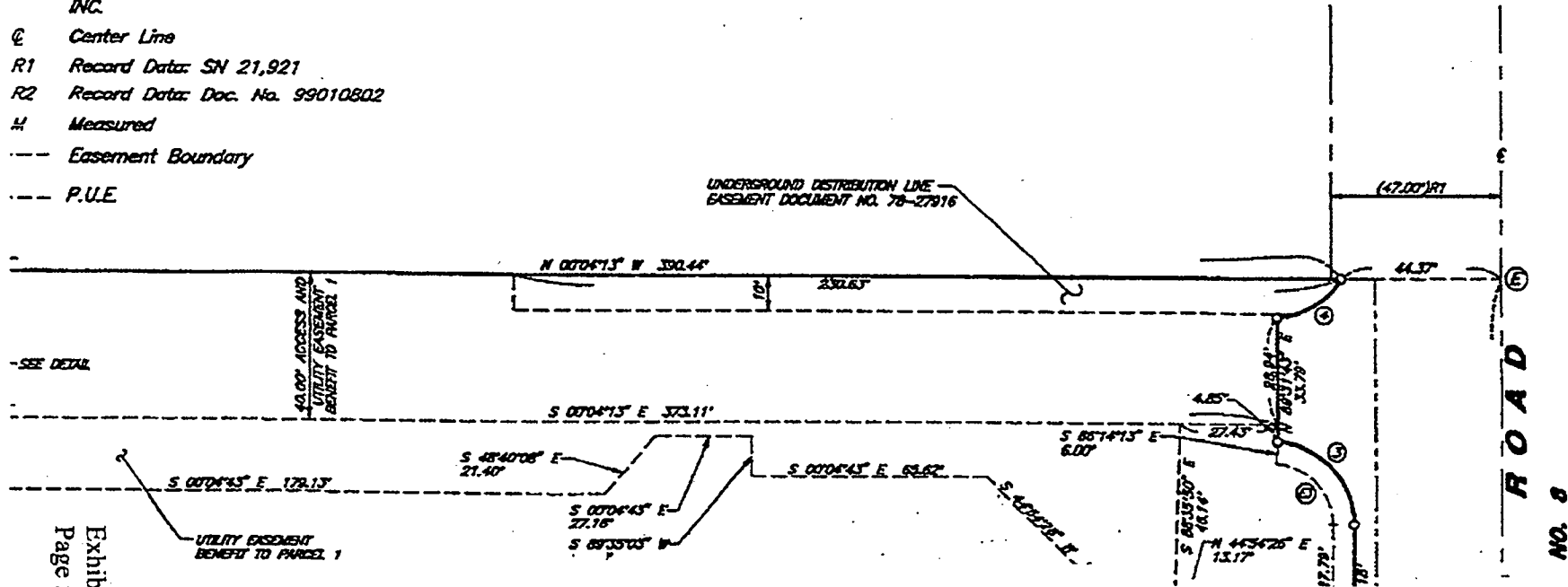


Exhibit A
Page 5 of 12

Prepared by:
DEHAAS & ASSOC, INC.
 SUITE 300 - A.G.C. CENTER
 9450 S.W. COMMERCE CIRCLE
 WILSONVILLE, OREGON 97070
 PHONE: (503) 682-2450
 FAX: 682-4018

PARTITION PLAT

LOCATED IN THE SW 1/4 OF SECTION 1,
 TOWNSHIP 3 SOUTH, RANGE 1 WEST,
 WILLAMETTE MERIDIAN, CITY OF WILSONVILLE,
 WASHINGTON COUNTY, OREGON.

FEBRUARY 19, 1999

Prepared for:
CITY OF WILSONVILLE
 30000 SW TOWN CENTER LOOP EAST
 WILSONVILLE, OREGON 97070
 PHONE: (503) 682-1011
 FAX: (503) 682-1015

LEGEND

- Found monument as noted.
- ⊙ Found 5/8" iron rod with a yellow plastic cap marked: DEHAAS & ASSOC. INC.
- Set 5/8" x 30" iron rod with a yellow plastic cap marked: DEHAAS & ASSOC. INC.
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- R1 Record Data: SN 21,921
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- M Measured
- Easement Boundary
- P.U.E.



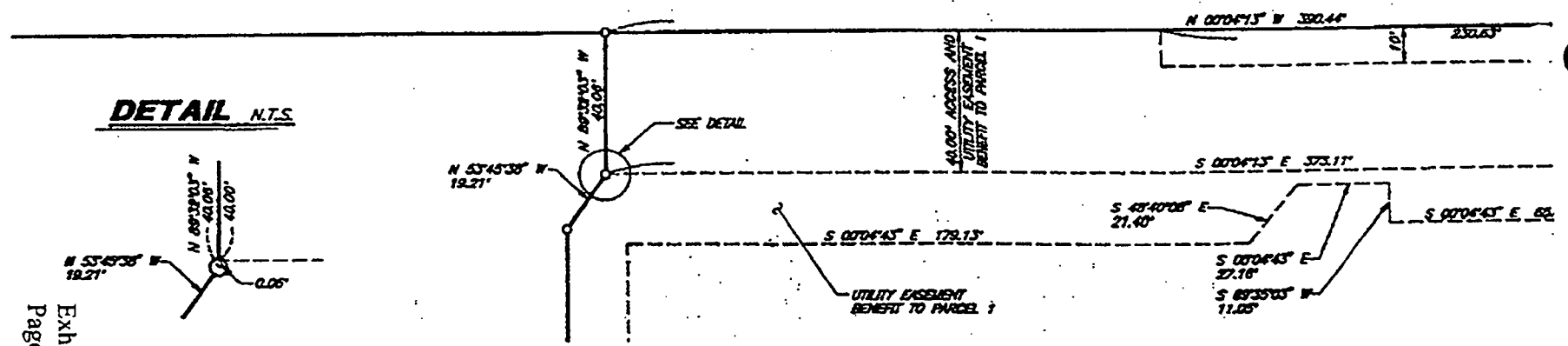
Expires 12/31/99

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Malcolm N. Clark

OREGON
 JULY 12, 1983
 MALCOLM N. CLARK
 601

UNDERGROUND DISTRIBUTION LINE
 EASEMENT DOCUMENT NO. 78-3



DETAIL N.T.S.

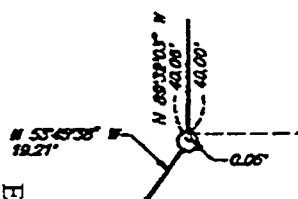
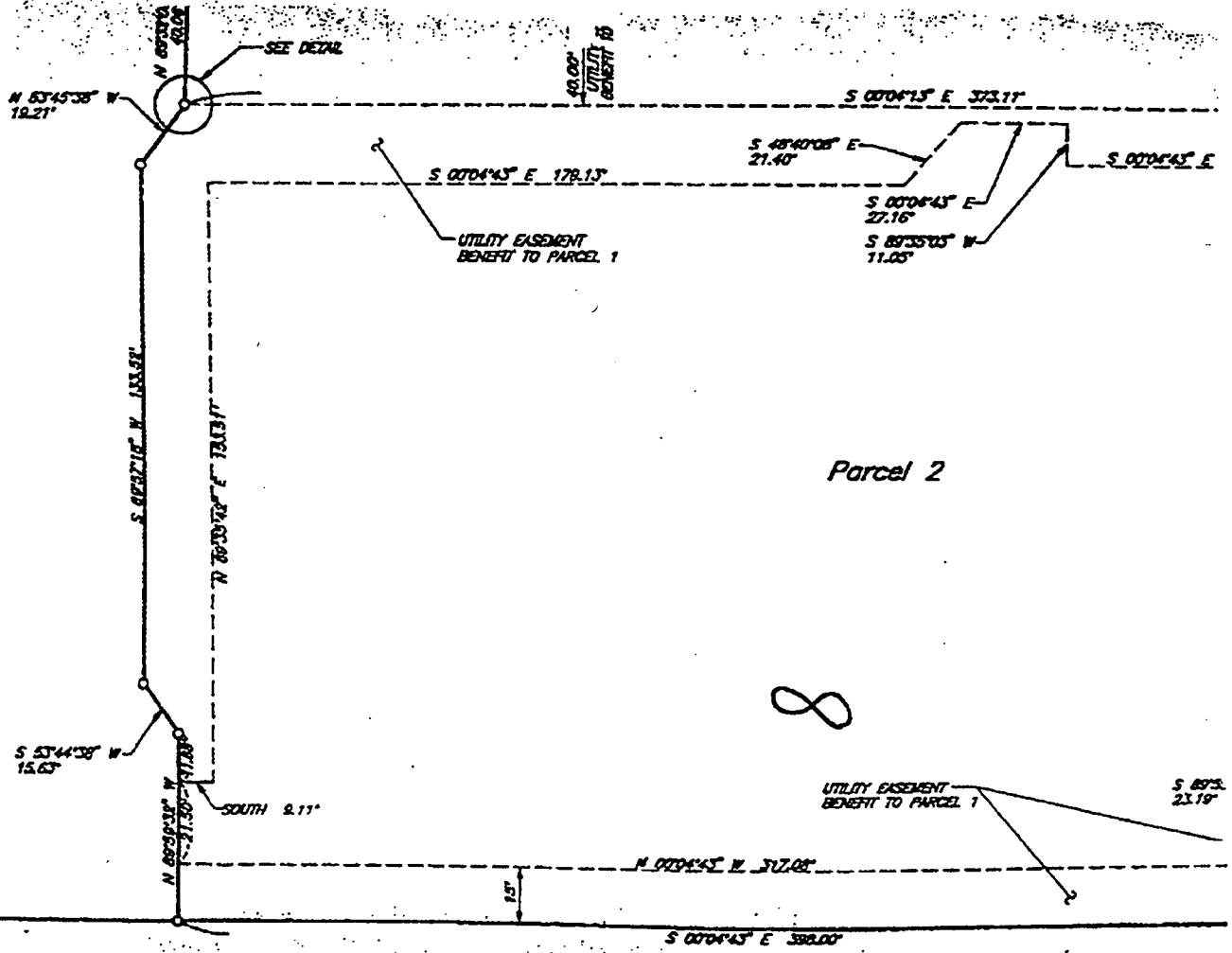
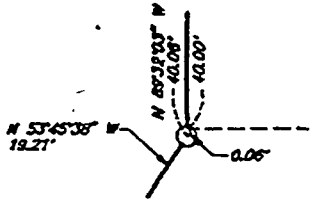


Exhibit A
 Page 6 of 12

DETAIL N.T.S.



Parcel 1

Parcel 2

9

8

PARTITION PLAT

LOCATED IN THE SW 1/4 OF SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
WILLAMETTE MERIDIAN, CITY OF WILSONVILLE,
WASHINGTON COUNTY, OREGON.

FEBRUARY 19, 1999

10

Partition Plat No. 1999-028

Recorded as Document No. 99046013

Sheet 3 of 3

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS that Tualatin Valley Fire and Rescue, a rural fire protection district, successor by merger to the Tualatin Rural Fire Protection District, is the owner of the land represented on the annexed map, and more particularly described in the accompanying Surveyor's Certificate, and has caused the same to be partitioned and surveyed into parcels and tract as shown on the annexed map, according to the provisions of Chapter 92, Oregon Revised Statutes, and does hereby grant all easements as shown or noted for the benefit of Parcel 1. Tract A is hereby conveyed to the City of Wilsonville.

Jeffrey D. Johnson
Tualatin Valley Fire and Rescue
Jeffrey D. Johnson
Fire Chief/Administrator

APPROVALS

Approved this 7th day of April, 1999

By: [Signature]
City of Wilsonville Community Planning Director

By: [Signature]
City of Wilsonville Community Development Director

Approved this 19th day of April, 1999

[Signature]
Washington County Surveyor

All taxes, fees, assessments or other charges as provided by O.R.S. 92.095 have been paid as of April 14, 1999
Director of Assessment & Taxation
Washington County, Oregon.

By: [Signature]
Deputy

ACKNOWLEDGEMENT

Prepared by:
DEHAAS & ASSOC, INC.
SUITE 300 - A.G.C. CENTER
9450 S.W. COMMERCE CIRCLE
WILSONVILLE, OREGON 97070
PHONE: (503) 682-2450
FAX: 682-4018

Prepared for:
CITY OF WILSONVILLE
30000 SW TOWN CENTER LOOP EAST
WILSONVILLE, OREGON 97070
PHONE: (503) 682-1011
FAX: (503) 682-1015

SURVEYOR'S CERTIFICATE

I, Malcolm N. Clark, hereby certify and say that I have correctly surveyed and marked with proper monuments, according to Chapter 92 of the Oregon Revised Statutes, the land represented on this partition plat, the boundaries being described as follows:

Beginning at the INITIAL POINT, being a 5/8 inch X 30 inch iron rod with a yellow plastic cap marked DEHAAS & ASSOCIATES, INC. on the west line of Section 1, Township 3 South, Range 1 West, Willamette Meridian in the City of Wilsonville, County of Washington and the State of Oregon that bears North 00°04'43" West, 1365.43 feet of the Section Corner common the Sections 1, 2, 11 and 12 of said Township and Range; thence along the northerly right-of-way line of Ellipsen Road North 89°34'27" East, 21.56 feet to a point of curvature; thence 32.26 feet along the arc of a 23.00 foot radius curve to the left through a central angle of 80°22'22" (the long chord of which bears North 49°23'31" East, 29.68 feet) to a point; thence leaving said curve non-tangent North 89°42'26" East, 43.27 feet to a non-tangent intersection with a 23.00 foot radius curve; thence 32.16 feet along the arc of said 23.00 foot radius curve to the left through a central angle of 80°06'49" (the long chord of which bears South 50°22'12" East, 29.60 feet) to a point of tangency; thence North 89°34'27" East 72.18 feet to a point of curvature; thence 34.45 feet along the arc of a 23.00 foot radius curve to the left through a central angle of 85°48'40" (the long chord of which bears North 46°40'07" East, 31.32 feet) to a point; thence leaving said curve non-tangent North 89°32'08" East, 33.79 feet to a non-tangent intersection with a 23.00 foot radius curve; thence 21.86 feet along the arc of said 23.00 foot curve to the left through a central angle of 54°28'00" (the chord of which bears South 31°46'46" East, 21.05 feet) to the the East line of that tract of land conveyed to the Tualatin Rural Fire Protection District in Document No. 79-052501, Washington County Documents; thence along the easterly boundary of said Document North 00°04'13" West, 672.37 feet to a 5/8" iron rod at the northeast corner of said tract; thence

to
to

PARTITION PLAT

LOCATED IN THE SW 1/4 OF SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
WILLAMETTE MERIDIAN, CITY OF WILSONVILLE,
WASHINGTON COUNTY, OREGON.

FEBRUARY 19, 1999

10

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS that Tualatin Valley Fire and Rescue, a rural fire protection district, successor by merger to the Tualatin Rural Fire Protection District, is the owner of the land represented on the annexed map, and more particularly described in the accompanying Surveyor's Certificate, and has caused the same to be partitioned and surveyed into parcels and tract as shown on the annexed map, according to the provisions of Chapter 92, Oregon Revised Statutes, and does hereby grant all easements as shown or noted for the benefit of Parcel 1. Tract A is hereby conveyed to the City of Wilsonville.

Jeffrey D. Johnson
Tualatin Valley Fire and Rescue
Jeffrey D. Johnson
Fire Chief/Administrator

ACKNOWLEDGEMENT

Washington County Surveyor

All taxes, fees, assessments or other charges as provided by O.R.S. 22.095 have been paid as of April 14, 1999
Director of Assessment & Taxation
Washington County, Oregon.

By Adam E. M. Lutz
Deputy

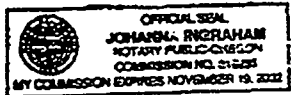
ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF WASHINGTON) S.S.

Know all people by these presents, on this 2nd day of April, 1999, before me, a Notary Public in and for said State and County, appeared Jeffrey D. Johnson, who being duly sworn, did say that he is the Fire Chief/Administrator of said Tualatin Valley Fire and Rescue and that the Declaration was executed on behalf of said Tualatin Valley Fire and Rescue, and that he executed said instrument freely and voluntarily.

Johnna Ingraham
Notary Public for the State of Oregon

11-19-02
My Commission Expires



12

State of Oregon)
County of Washington) S.S.

I do hereby certify that this partition plat was received for record on this 14 day of April, 1999 at 2:45 clock PM and recorded in the County Clerks Records.

By Jamie Gregory
Deputy County Clerk

NOTES

This partition is subject to the conditions of approval contained in the City of Wilsonville Land Use Case File Number 98 AR 75.

80°06'49" (the long chord of which bears South 50°22'12" East, 29.80 feet) to a point of tangency; thence North 89°34'27" East 72.18 feet to a point of curvature; thence 34.45 feet along the arc of a 23.00 foot radius curve to the left through a central angle of 85°48'40" (the long chord of which bears North 46°40'07" East, 31.32 feet) to a point; thence leaving said curve non-tangent North 89°32'08" East, 33.79 feet to a non-tangent intersection with a 23.00 foot radius curve; thence 21.86 feet along the arc of said 23.00 foot curve to the left through a central angle of 54°28'00" (the chord of which bears South 31°46'45" East, 21.05 feet) to the the East line of that tract of land conveyed to the Tualatin Rural Fire Protection District in Document No. 79-052501, Washington County Documents; thence along the easterly boundary of said Document North 00°04'13" West, 672.37 feet to a 5/8" iron rod at the northeast corner of said tract; thence along the northerly line of said tract South 89°39'28" West, 250.10 feet to said West line of Section 1; thence along the West line of said Section 1 South 00°04'43" East, 676.10 feet to the INITIAL POINT, containing 3.83 acres more or less.

Expires 12/31/99

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Malcolm N. Clark

OREGON
JULY 13, 1980
MALCOLM N. CLARK
801

NARRATIVE

PURPOSE:

To partition that tract conveyed to Tualatin Rural Fire Protection District as described in Fee No. 79-052501, Washington County Documents.

BEARING BASE:

The West line of Section 1, Township 3 South, Range 1 West, of the Willamette Meridian in Washington County, Oregon, as shown on Survey Number 21,921 between the Southwest Section Corner and the West One-quarter Corner of Section 1.

PROCEDURE:

The West line of Section 1, Township 3 South, Range 1 West, Willamette Meridian was established by tying the monuments at (A) and (B) and holding the line and bearing between said points as per SN 21,921.

The South 1/16 line, also the center line of Elligson Road was established at record distance from (A) at (C) and being the monument found at (D) per SN 21,921.

The East line of Fee No. 79-052501 was established by holding Deed distance from (C) to (E) and going record bearing and distance to the monument at (E).

The North line of Fee No. 79-052501 was established by intersecting the line from (E) through (C) with the West section line (A) to (B).

The South property line was established from Deed calls per Document No. 99-010802.

The partition lines were established at locations as directed by client and August 1, 1995 by _____ and _____ the _____ of _____

ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF WASHINGTON

Know all people by these presents, on this 2nd day of April, 1999, before me, a Notary Public in and for said State and County, appeared Jeffrey D. Johnson, who being duly sworn, did say that he is the Fire Chief/Administrator of said Tualatin Valley Fire and Rescue and that the Declaration was executed on behalf of said Tualatin Valley Fire and Rescue, and that he executed said instrument freely and voluntarily.

Johnna Ingraham
Notary Public for the State of Oregon

11-19-02
My Commission Expires



NOTES

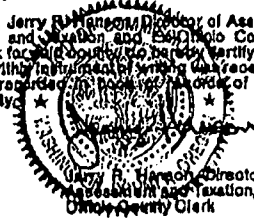
This partition is subject to the conditions of approval contained in the City of Wilsonville Land Use Case File Number 98 AR 75.

STATE OF OREGON

88

County of Washington

I, Jerry R. Hanson, Director of Assessment and Taxation, and Executive County Clerk for the County of Washington, certify that the within instrument of writing was received and recorded in the books of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Executive County Clerk

Doc : 99060464

Rect: 231938

26.00

05/18/1999 02:01:57pm

1-4

20
 AFTER RECORDING RETURN TO:
City of Wilsonville
3000 SW Town Center Loop, E
Wilsonville, OR 97070
 Until a change is requested all tax
 statements shall be sent to the following
 address:
same as above

Escrow No: 4200-25489-KH
 Order No: 189185

SPECIAL WARRANTY DEED - STATUTORY FORM
 (INDIVIDUAL OR CORPORATION)

TUALATIN VALLEY FIRE AND RESCUE, A RURAL FIRE PROTECTION DISTRICT, formerly known as
 (Continued)

Grantor, conveys and specially warrants to CITY OF WILSONVILLE, an Oregon municipality

Grantee, the following described real property free of encumbrances created or suffered by
 the grantor except as specifically set forth herein:

(Continued)

This instrument will not allow use of the property described in this instrument in violation
 of applicable land use laws and regulations. Before signing or accepting this instrument,
 the person acquiring fee title to the property should check with the appropriate city or
 county planning department to verify approved uses and to determine any limits on lawsuits
 against farming or forest practices as defined in ORS 30.930.

ENCUMBRANCES:

1. Taxes, including the current fiscal year, not assessed because of Fire District
 Exemption. If the exempt status is terminated under the statute prior to the date on
 which the assessment roll becomes the tax roll in the year in which said taxes were
 assessed, an additional tax may be levied.

(Continued)

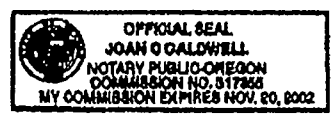
The true consideration for this conveyance is \$678,357.00

Dated MAY 13, 1999 ; if a corporate grantor, it has caused its name to be signed by
 order of its board of directors.

Tualatin Valley Fire and
 Rescue
 By: [Signature]

STATE OF OREGON, County of Washington) ss.
 This instrument was acknowledged before me on May 13, 1999.
 by Debra S. Stappan
 This instrument was acknowledged before me on May, 1999.
 by _____ of _____
 of Tualatin Valley Fire and Rescue

Joan C. Caldwell
 Notary Public for Oregon
 My commission expires: 11/30/02



2

CHICAGO TITLE INSURANCE COMPANY W189185

Enter vestee name (continued)
WASHINGTON COUNTY RURAL FIRE PROTECTION DISTRICT NO. 1, successor by merger to TUALATIN
RURAL FIRE PROTECTION DISTRICT

Order No: 189186

LEGAL DESCRIPTION

PARCEL I

Tract "A", PARTITION PLAT NO. 1999-028, in the City of Wilsonville, in the County of Washington and State of Oregon.

PARCEL II

A Parking Area Construction Easement over Parcel II, PARTITION PLAT NO. 1999-028, in the City of Wilsonville, County of Washington and State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of that tract of land described in Dedication Deed, recorded December 21, 1979, as Recorder Fee No. 79-052501, Washington County Records; thence along the Northerly extension of the West line of said tract North 01°31'47" East 111.00 feet to the true point of beginning; thence continuing along said West line North 01°31'47" East 15.00 feet; thence South 88°47'28" East 44.13 feet; thence South 01°31'47" East 100.85 feet; thence North 79°09'33" West a distance of 6.00 feet to the non tangent intersection of a 17.00 foot radius curve; thence 14.96 feet along the arc of said 17.00 foot radius curve concave to the North having a central angle of 50°24'43" (the chord of which bears South 36°02'49" West 14.48 feet); thence North 01°31'47" East 96.56 feet; thence North 80°28'13" West 30.00 feet to the true point of beginning.

PARCEL III:

Parcel I, PARTITION PLAT NO. 1999-028, in the City of Wilsonville, County of Washington and State of Oregon.

3

Encumbrances, continued

2. Easements as dedicated or delineated on the recorded Partition Plat No. 1999-028.
For: Utilities to benefit Parcel 1 of said Partition Plat
Affects: A portion of the subject property
3. Terms and provisions, including obligations for maintenance of easement as established by Oregon Law.
4. Covenants, conditions and restrictions as shown on the recorded Partition Plat No. 1999-028.

4



29799 SW Town Center Loop E
Wilsonville, Oregon 97070
(503) 682-1011
(503) 682-1015 Fax Administration
(503) 682-7025 Fax Community Development

**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**


DATE: May 19, 2008
TO: Honorable Mayor and Councilors
FROM: C.J. Sylvester, Redevelopment Director
SUBJECT: Sale of the City's Fleet Maintenance Property to Tualatin Valley Fire & Rescue (TVF&R) and Lease-Back to the City

Recommendation: Staff recommends Council adopt Resolution authorizing the Mayor to execute a Purchase and Sale Agreement with Lease-Back with TVF&R for City property located at 8455 SW Elligsen Road previously known as the Public Works building.

Background: In 1989, the City leased office space from TVF&R at a building located adjacent to the Public Works building to be used as the City Hall Annex. In the absence of any obligation to do so but in recognition of the City and TVF&R long-standing, mutually beneficial relationship, for years TVF&R continued to allow the City to occupy these leased premises until the City was able to construct a New City Hall in 2006.

In 1993, the City entered into an agreement with TVF&R to lease, with an option to purchase the former Public Works building (hereinafter "the Property") and in 1998 the City invoked that purchase option. The Property is currently being used as the City's Fleet Maintenance shop.

A provision to this proposed purchase agreement will allow the City, at no cost, to lease-back the Property for a period not to exceed 60 months while the City identifies funding to design, construct and occupy a replacement facility on City owned property located on Boberg Road. Additionally, this agreement allows for a regional fire and rescue command center to be located in Wilsonville.



C. J. Sylvester
Redevelopment Director

5.13.08

Date

