



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY
CITY OF THE DALLES

SPECIAL MEETING AGENDA
COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD

Meeting Conducted in a Room in Compliance with ADA Standards

Thursday, February 27, 2020

5:30 p.m.

City Hall Council Chambers
313 Court Street
The Dalles, Oregon

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF AGENDA
- V. ELECTION OF OFFICERS
- VI. APPROVAL OF MINUTES – January 21, 2020
- VII. PUBLIC COMMENT
- VIII. ACTION ITEMS
 - A. Authorization to execute Second Addendum to the Disposition and Development Agreement for the Recreation Building, 213-219 E. Second Street
 - B. Agency Financial Workshop
- IX. STAFF COMMENTS

Next Regular Meeting Date: March 17, 2020
- X. BOARD MEMBERS COMMENTS OR QUESTIONS
- XI. ADJOURNMENT

(This page intentionally left blank.)



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY
CITY OF THE DALLES

MINUTES

COLUMBIA GATEWAY URBAN RENEWAL AGENCY BOARD

Meeting Conducted in a Room in Compliance with ADA Standards

Tuesday, January 21, 2020

5:30 p.m.

CALL TO ORDER

Chair Grossman called the meeting to order at 5:29 p.m.

ROLL CALL

Present: Scott Baker, Staci Coburn, Bob Delaney, Gary Grossman, Darcy Long-Curtiss,
Tim McGlothlin and Linda Miller

Absent: John Fredrick and Steve Kramer

Staff Present: Urban Renewal Manager Steve Harris and City Attorney Gene Parker

PLEDGE OF ALLEGIANCE

Chair Grossman led the Pledge of Allegiance.

APPROVAL OF AGENDA

It was moved by Long-Curtiss and seconded by Delaney to approve the agenda as written. The motion passed 7/0; Baker, Coburn, Delaney, Grossman, Long-Curtiss, McGlothlin and Miller in favor, none opposed, Fredrick and Kramer absent.

APPROVAL OF MINUTES

It was moved by Miller and seconded by Coburn to approve the minutes of November 19, 2019, as written. The motion passed 7/0; Baker, Coburn, Delaney, Grossman, Long-Curtiss, McGlothlin and Miller in favor, none opposed, Fredrick and Kramer absent.

PUBLIC COMMENT

None.

EXECUTIVE SESSION

Chair Grossman read the rules for Executive Session. Grossman asked the Board if there was any objection to Mayor Rich Mays attending Executive Session. There were no objections.

Pursuant to Item VI. A. of the Urban Renewal Agency Board Agenda dated January 21, 2020, which cites ORS 192.660(2)(h), the Board adjourned to Executive Session at 5:34 p.m.

Commissioner Kramer joined the meeting at 5:37 p.m.

Chair Grossman reconvened the Open Session at 5:48 p.m.

Board Member McGlothlin moved to accept the compromised settlement offer from CIS as provided for in their letter of January 14, 2020, on the condition of a policy release for damage incurred to the Agency-owned property known as the Recreation Building, and authorize staff to execute Release of All Claims with CIS. The motion was seconded by Kramer and passed 8/0; Baker, Coburn, Delaney, Grossman, Kramer, Long-Curtiss, McGlothlin and Miller in favor, none opposed, Fredrick absent.

ACTION ITEMS

First Addendum for the Disposition and Development Agreement for the Recreation Building, 213-215 E. Second Street

Director Harris presented the staff report.

Grossman invited discussion. McGlothlin asked how to minimize the amount of time the street and sidewalk are closed.

Todd Carpenter, 216 E. Fifth Street, The Dalles

Carpenter said it would be great if Buildings 2 and 3 [215 and 219 E. Second Street] were released to him in order to complete development. Architectural plans were prepared for those buildings, but he is reluctant to go forward without a contract or ownership of the buildings.

Carpenter contacted Tenneson Engineering regarding the sidewalk. Carpenter believed the barriers in front of 215 and 219 E. Second Street could be removed to allow more access adjacent to the Granada Theatre.

McGlothlin asked what barriers prevented the release of Buildings 2 and 3. Harris replied a structural engineer's analysis was required. CityCounty Insurance Services (the City's insurer) wanted the sidewalk to remain closed until the analysis was completed.

Carpenter restated his reluctance to proceed without a contract. Harris replied the original agreement said ownership would transfer to Carpenter after all installment payments and improvements were complete.

Carla McQuade, 216 E. Fifth Street, The Dalles

McQuade stated their willingness to hire an architect and move forward as long as they had a good contract. Carpenter said putting more money into the project without an agreed upon contract was tough for them.

In response to Kramer's inquiry, Carpenter replied there were no issues with County permits.

Baker asked if Tenneson Engineering had provided Carpenter with a date certain to complete. Carpenter replied he contacted Tenneson Engineering on January 8, 2020, but had not received a response.

Delaney asked why Carpenter could not move forward on the existing Disposition and Development Agreement (DDA). Carpenter replied there was an agreement, but no contract he could perform on. He said he would lose the money invested if an agreement on the contract was not reached.

Attorney Parker stated the addendum included negotiating a revised scope of the project which included a designation of the buildings; there would be an amendment to clarify that within the DDA.

Carpenter expressed concern with the timeline. Long-Curtiss replied the revised DDA could probably be completed within 30 days once an agreement was reached.

McGlothlin asked when the revised DDA could be completed. Parker replied ideally by the next meeting.

Delaney said he would like the matter handled expeditiously; the Board agreed.

Kramer asked if there would be a decision by both parties for the February meeting. Parker said that was the goal.

It was moved by Long-Curtiss to authorize the execution of the First Addendum to the Disposition and Development Agreement between the Columbia Gateway Urban Renewal Agency and Mr. Todd Carpenter and Ms. Carla McQuade for property known as the Recreation Building located at 213-215 E. Second Street. The motion was seconded by McGlothlin.

Kramer said for discussion purposes he wanted the February date in the motion. Baker asked if the lack of the engineering report would make the February meeting date impossible.

The motion passed 8/0; Baker, Coburn, Delaney, Grossman, Kramer, Long-Curtiss, McGlothlin and Miller in favor, none opposed, Fredrick absent.

Long-Curtiss, for discussion purposes, stated she would rather see accommodations other than a change in the purchase price to reach an agreement. The public sees the purchase price but is not always aware of additional items that arose due to the structural damage.

McGlothlin, Grossman and Baker agreed that was an excellent point.

Exclusive Negotiating Agreement with TD Fitness Hub, LLC, for the Purchase and Redevelopment of Property Located at 401-407 E. Second Street

Director Harris presented the staff report.

Grossman invited discussion.

Long-Curtiss requested clarification on what constituted “delivered” in the phrase: “If the DDA is not executed and delivered prior to...” Parker replied it was an excess formality and could be stricken.

Miller referred to the staff report which stated, “The ENA also acknowledges that TD Fitness Hub, LLC may request future Agency financial assistance with the cost of building repairs...” and asked if the applicant knew of any repairs.

Brian Casady, 732 E. 19th Street, The Dalles

Casady said they had not started their due diligence. His understanding was the ENA should be signed first. Environmental studies indicated a possible underground tank on Federal Street, asbestos, lead paint, and lead based ink.

It was moved by Coburn and seconded by Kramer to authorize the Chair to enter into an Exclusive Negotiating Agreement with TD Fitness Hub, LLC, for the purpose of negotiating the purchase and redevelopment of property located at 401-407 E. Second Street (2N 13E 3 BD, tax lots 2200 and 2300). The motion passed 8/0; Baker, Coburn, Delaney, Grossman, Kramer, Long-Curtiss, McGlothlin and Miller in favor, none opposed, Fredrick absent.

Urban Renewal Agency Annual Reports FY2018-19

Finance Director Angie Wilson was unavailable. Director Harris presented the staff report.

It was moved by Long-Curtiss and seconded by Miller to approve and forward to City Council the Urban Renewal Financial Report for FY2018-19. The motion passed 8/0; Baker, Coburn,

Delaney, Grossman, Kramer, Long-Curtiss, McGlothlin and Miller in favor, none opposed, Fredrick absent.

Agency Financial Workshop Discussion Topics

Director Harris presented the staff report.

Chair Grossman invited discussion.

Kramer did not want to limit the Board to the four questions included in the staff report; he felt the discussion would be broad.

Mayor Mays asked if annual tax increment collections would include a trend analysis over the years the Agency had been in existence. Harris replied it was included in the reports.

Mayor Mays also asked if it was implied that part of the tax increment could be given to the taxing bodies and part of the tax increment could be used to pay off the debt. Harris replied if the levy rate was reduced, the remainder would stay with the taxing district. Staff would need to check for any limitations on the 2008-09 bond which established the taxing rates.

Harris said the February 27 workshop will contribute to the budget committee meeting scheduled for mid-April.

Baker said he will be unable to attend the February 27 workshop and offered the following comments: Taxing districts have a data center on the horizon. The Enterprise Zone is set to expire and will direct more monies to the taxing districts. Baker would like to consider some type of relief for these districts. Perhaps pause, under collect, and provide a breather for the taxing districts. Once the Enterprise Zone ends, backfill the funds and resume again.

Baker said when considering the list of Urban Renewal projects, it has been a long time since the Agency has had a major win. It would be great to pick one project and spend all the Staff time and Board energy on completing and pushing the project through.

Baker said as part of the financial status, he would like to see all the money expended since 1999 and which percentage of those projects had triggered a re-assessment of property taxes. He would like to know how Urban Renewal is rated. Is the bulk of the money spent on public improvement projects that do not trigger a re-assessment, or are we spending more on projects that trigger re-assessment and lead to a return on investment. It is outlined in our Plan that a project requirement is to trigger a property tax increase.

Long-Curtiss agreed with Baker's comments, and said there should be a discussion regarding the tightening of qualifications for projects in order to be more intentional and show outcomes for the money.

Long-Curtiss said she had reservations about having the meeting without representatives from one of the tax districts that contributes a large percentage of the budget.

Harris reminded the Board that in the Urban Renewal Budget Book there is a table that provides some of the statistics requested. Since the Agency's inception, Urban Renewal expenditures were \$19,300,000, City contributions \$364,000, property owner and developer contributions \$53,195,000, federal grants \$9,200,000, state grants \$5,200,000, and local grants just over \$300,000. A total of over 87.5 million dollars of monies have come in and been re-invested through the Agency. That is not an assessed value, but shows there has been an interest and some successes over the years for the Agency.

Baker said the key point was a lot of those projects involving private money did not trigger a re-assessment. Although it is wonderful economic development, it does not trigger the re-assessment raising the property value on those properties.

STAFF COMMENTS

Director Harris said Sunshine Mill repaid their loan.

Harris asked if the Board would like to hold the next scheduled meeting, February 18, 2020, in addition to the workshop scheduled February 27, 2020. Chair Grossman suggested all the business, including Election of Officers, be conducted at the February 27 meeting.

BOARD MEMBERS COMMENTS OR QUESTIONS

Long-Curtiss said two years ago during the legislative short session she was invited to present a request for funding for the First Street Streetscape project. We were offered \$1 million to finish the project, but the City was unable to meet the conditions the legislature requested. Since we are approaching the short session again, Long-Curtiss proposed the Board authorize the Chair and Staff to work with Representative Bonham to again seek additional funding for the Streetscape Project. Board consensus was in agreement.

ADJOURNMENT

Chair Grossman adjourned the meeting at 6:56 p.m.

Respectfully Submitted
Paula Webb, Community Development Secretary

Gary Grossman, Chair

(This page intentionally left blank.)



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

CITY OF THE DALLES

AGENDA STAFF REPORT

AGENDA LOCATION: VIII. A.

DATE: February 27, 2020

TO: Chair and Members of the Urban Renewal Agency Board

FROM: Steven Harris, AICP
Urban Renewal Manager

ISSUE: **Second Addendum for the Disposition and Development Agreement for the Recreation Building, 213-219 East Second Street**

BACKGROUND

Attached for the Agency's consideration is the draft Second Addendum to the Disposition and Development Agreement (DDA) between Mr. Todd Carpenter and Ms. Carla McQuade ("Developer"), and the Agency for the redevelopment of the Recreation Building located at 213-219 East Second Street. At the January 21, 2020 meeting, the Agency approved the First Addendum to the DDA which delayed for six months the second installment payment (\$10,000) and allowed for the submission of a revised scope of redevelopment for the property. The First Addendum was requested by the Developer to accommodate project changes due to the partial roof collapse of the westerly portion of the building (former bowling alley) that occurred in August 2019.

DISCUSSION

The installment payment schedule established with the DDA, First Addendum, is as follows: \$10,000 – July 25, 2020; \$15,000 – January 25, 2021; and \$15,000 – January 25, 2022.

Section 2.3 Purchase Price of the draft Addendum establishes a new installment payment schedule conditioned upon the completion of improvements for the middle and easterly buildings (referred to as Parcel #s 1 and 2 in the draft Addendum). The second and third payments would be reduced from \$10,000 and \$15,000 respectively to \$7,500 each. A modified improvement schedule would also set a closing date no later than October 1, 2020, for Parcel #1 (easterly building), which may be extended to March 31,

2021. A closing date of December 31, 2020 is established for Parcel #2 (middle building), which may be extended to June 30, 2021. The installment payment for Parcel #3 (westerly building) would increase from \$15,000 to \$25,000 and be paid at closing on or before June 1, 2022.

Section 2.6 Conditions Precedent to Conveyance establishes purchase obligations for both the Agency and the Developer. Additional obligations for the purchase of Parcel #3 (westerly building) are found in Section 2.6.1(b)(2). Deadlines for the submittal of design plans (February 1, 2022) and their approval by the City Historic Landmarks Commission (April 30, 2022) are established. The Developer's Main Street property improvement grant has a deadline of April 30, 2022.

Exhibit C of the draft Addendum summarizes the installment payment schedule and progress report deadlines (see attached).

BUDGET IMPLICATIONS

Approval of the draft Addendum will restructure the remaining \$40,000 installment payments due to the Agency. Under the terms of the DDA, First Addendum, the Agency would receive \$25,000 in FY2020/21, and \$15,000 in FY2021/22. The draft Second Addendum modifies the payment schedule so that \$15,000 would be received in FY2020/21, and \$25,000 in FY2021/22.

BOARD ALTERNATIVES

1. Staff recommendation: Move to authorize the execution of the Second Addendum to the Disposition and Development Agreement between the Columbia Gateway Urban Renewal Agency and Mr. Todd Carpenter and Ms. Carla McQuade for property known as the Recreation Building located at 213-219 East Second Street.
2. Move to decline authorization of the Second Addendum and direct staff accordingly.

Attachments

- Draft Second Addendum to DDA, w/attachment
- Executed DDA, w/First Addendum

SECOND ADDENDUM TO AGREEMENT FOR DISPOSITION OF PROPERTY FOR REDEVELOPMENT OF RECREATION BUILDING

WHEREAS, the Columbia Gateway Urban Renewal Agency, hereinafter referred to as “Agency”, and Todd Carpenter and Carla McQuade, hereinafter referred to as “Developer” entered into an Agreement for the Disposition of Property for Redevelopment of the property commonly referred to as the Recreation Building on January 25, 2019, which Agreement is hereinafter referred to as “DDA”; and

WHEREAS, on January 28, 2020, Agency and Developer entered into a First Addendum for the DDA, which contemplated revisions to the DDA, including changes to the dates of payments to be made by the Developer for purchase of the properties constituting the Project Site, and a revised scope of redevelopment and revised timelines for completion of the façade improvements for the Recreation Building and other structures to be built upon the Project Site; and

WHEREAS, Agency and Developer have negotiated the terms of a Second Addendum to the January 25, 2019 DDA, which addresses the revisions outlined in the First Addendum to the DDA;

NOW, THEREFORE, in consideration of the terms and provisions set forth in this Second Addendum, it is mutually agreed as follows:

1. Paragraphs 2.1 through 2.6 of Section 2. **GENERAL TERMS OF CONVEYANCE** shall be revised to read as follows:

2. **GENERAL TERMS OF CONVEYANCE**

2.1 **Identification of Project Site.** The Project Site consists of three separate tax parcels: Parcel #1 (1N 13E 3BD Tax Lot 3400) located at 219 East Second Street; Parcel #2 (1N 13E 3BD Tax Lot 3500) located at 215 East Second Street; and Parcel #3 (1N 13E 3BD Tax Lot 3600) located at 213 East Second Street. These three parcels are popularly known as the Recreation Building property, and are referred to in this Agreement as the Project Site, and identified more specifically in Exhibit A. The Agency shall convey the parcels as provided in this Agreement in accordance with the scheduled closing dates set forth herein.

2.2 **Form of Deeds.**

2.2.1 Agency and Developer understand and agree that conveyance of title for the three separate parcels described in Section 2.1 shall be done through separate closings for each individual parcel. Following the closing for any individual parcel, upon satisfaction of the Conditions Precedent to Conveyance as set forth in Section 2.6.1 hereof, the Agency will convey title to the individual parcel to Developer pursuant to a Warranty Deed in substantially the form attached hereto as Exhibit B.

2.3 **Purchase Price.** The Purchase Price for the Project Site is as follows:

2.3.1 The actual purchase price in terms of monetary consideration is \$50,000. The purchase price for the three parcels is allocated as follows: Parcel #1 - \$12,500; Parcel #2 - \$12,500; and Parcel #3 - \$25,000. The purchase price reflects the fair reuse value, expressed in terms of capital price, as determined by the Agency in its discretion

as the price necessary to facilitate development or redevelopment of the Project Site in accordance with the provisions of the Agency's Urban Renewal Plan.

The sum of \$50,000 shall be paid in four installment payments. The first payment of \$10,000 was paid upon execution of this Agreement. The second payment of \$7,500 for Parcel #1 shall be paid at closing (scheduled for October 1, 2020) following the issuance of a certificate of occupancy for the structure to be built upon Parcel #1, which certificate of occupancy is anticipated to be issued prior to October 1, 2020. If additional time is needed for Developer to obtain the certificate of occupancy for the structure to be built upon Parcel #1, Agency and Developer agree the time for closing for Parcel #1 may be extended to March 31, 2021. The third payment of \$7,500 for Parcel #2 shall be paid at closing (scheduled for December 31, 2020) following the issuance of a certificate of occupancy for the structure to be built upon Parcel #2, which certificate of occupancy is anticipated to be issued prior to December 31, 2020. If additional time is needed for Developer to obtain the certificate of occupancy for the structure to be built upon Parcel #2, Agency and Developer agree the time for closing for Parcel #2 may be extended to June 30, 2021. The fourth payment of \$25,000 for Parcel #3 shall be paid at closing which is scheduled to occur on or before June 1, 2022. The dates for payment of the first, second, third and fourth installments and the projected closing dates are listed in Exhibit "C".

2.4 Title Review. The following title review process will apply to the purchase of the three parcels which constitute the Project Site.

2.4.1. Not later than five (5) business days after receipt of the preliminary title report for the transaction involving acquisition of any individual parcel by Developer, Agency shall deliver to Developer a copy of the preliminary title report for the specified individual parcel. Developer shall notify Agency within five (5) business days of any objection to the preliminary title report or the exceptions to title. Within five (5) business days after Developer's written notice to Agency described in the preceding sentence, Agency shall notify Developer in writing of its intention to remove, or not remove, the objectionable exceptions to title prior to Closing for the specified parcel. If Agency refuses to remove any such objected to exceptions, Developer may terminate this Agreement or proceed to close subject to same. Any exceptions to which Developer does not timely object in writing or otherwise accepts at Closing are the "Final Permitted Exceptions."

2.4.2 Agency covenants and agrees that it shall not further encumber any of the three parcels constituting the Project Site after the date hereof (other than those exceptions appearing on the Title Report on the date provided to Developer) without the written consent of Developer, which consent shall not be unreasonably withheld, conditioned or delayed.

2.5 Title Insurance, Survey, Property Taxes and Closing Costs. The following provisions will apply to the purchase of any of the parcels constituting the Project Site.

2.5.1 The Agency, at its expense, shall provide Developer with a standard coverage ALTA Owner's Policy of Title Insurance, issued by Wasco Title, covering the specific parcel to be purchased insuring Developer in the amount of the Purchase Price for the specific parcel, all free and clear of encumbrances except the standard exceptions and the Final Permitted Exceptions. Developer, at its option and its expense, may elect to obtain extended coverage under such policies of title insurance, and the Agency agrees to

execute any affidavits or other documents required by Wasco Title to enable Developer to obtain such coverage.

2.5.2 The costs for recording a Memorandum of this Agreement, the Deed for any specified parcel and any other documents required by the transaction set forth herein to be recorded will be paid by Agency.

2.5.3 Any assessments on any of the conveyed parcels shall be paid in full by the Developer as of the Closing Date. All other Closing costs, if any, shall be allocated in accordance with the customary practice in Wasco County.

2.5.4 The Developer shall pay personal property taxes which are assessed as of January 1st of any calendar year. For example, if the Developer installs equipment in any building on the Project Site during the remainder of the 2020 calendar year, Developer shall pay the tax assessed upon the personal property which is present in the building as of January 1, 2021. Real property taxes assessed upon any specified parcel shall be paid by the Developer under either of the following scenarios; (a) as a result of the Developer's occupation of the specified parcel and the opening of that parcel for the any use; or (b) from and after the Closing Date when title to the specified parcel is conveyed to the Developer.

2.6 Conditions Precedent to Conveyance.

2.6.1 **Conditions Precedent to Conveyance of Project Site.** Developer and the Agency are not obligated to close the transfer of the individual parcels which constitute the Project Site unless the following conditions are satisfied to the reasonable satisfaction of, or waived by, the benefited Party. The Party benefited by a particular condition shall not unreasonably withhold or delay acknowledgment that the condition has been satisfied. The Parties shall act diligently and in good faith to satisfy conditions over which they have control or influence.

(a) Developer is not obligated to purchase the three parcels which constitute the Project Site until, to Developer's satisfaction:

(1) Agency shall have given Developer satisfactory proof of marketable title and the issuance of a preliminary title insurance commitment evidencing the willingness of a title insurance company to insure each of the individual parcels which constitute the Project Site, subject only to the standard exceptions and the Final Permitted Exceptions;

(2) No litigation is pending which prevents the Agency or Developer from performing their respective obligations under this Agreement.

(b) Agency is not obligated to sell the three parcels which constitute the Project Site until, to the Agency's satisfaction:

(1) For Parcels #1 and #2, Developer must provide Agency with a copy of the certificate of occupancy for the structures to be built upon these parcels. The copy of the certificate of occupancy for the structure to be built upon Parcel #1 must be provided no later than October 1, 2020, subject to the extension of time provided for in Section 2.3.1. The copy

of the certificate of occupancy for the structure to be built upon Parcel #2 must be provided no later than June 30, 2021, subject to the extension of time provided for in Section 2.6.2.

(2) For Parcel #3, Developer must have completed the façade improvements for the Recreation Building which are being funded by a grant obtained through the Main Street Program by the deadline provided under the grant program which is April 30, 2022.

Developer shall also have obtained the approval of the City's Historic Landmark Commission for the proposed design of the façade improvements. The façade improvements shall comply with any requirements of Chapter 11.12 of the City of The Dalles Municipal Code concerning Historic Resources. Prior to February 1, 2022, Developer shall have submitted a proposed redevelopment plan for Parcel #3 to Agency for the Agency's review and comment. By March 15, 2022, the Agency shall approve the proposed plan, or provide Developer with specific provisions which need to be addressed to obtain Agency's approval of the proposed redevelopment plan. Developer shall submit a revised redevelopment plan to Agency by April 5, 2022. If the revised redevelopment plan is not approved by the Agency by April 30, 2022, this Agreement shall be terminated.

(3) Developer agrees that on the dates which coincide with the closing dates for Parcels #1 and #2, they will provide a written report to the Agency detailing the improvements which have occurred, showing that the Developer has made substantial progress toward the redevelopment and rehabilitation of the Recreation Building. The reports provided by Developer shall include confirmation that the physical upgrades to the Recreation Building have been performed in a satisfactory and workmanlike manner, which requires that the Developer shall be responsible for ensuring that applicable codes and regulations required for the physical upgrades, including, but not limited to, building, fire, plumbing, and Americans with Disabilities Act requirements, shall have been complied with in the completion of the physical upgrades.

2.6.2 Elections upon Non-Occurrence of Conditions. Except as provided below, if any condition in Section 2.6.1 is not fulfilled to the satisfaction of the benefited Party or Parties on the date scheduled for Closing for the parcels which constitute the Project Site, subject to any extension that may be granted pursuant to this Section 2.6.2, or elsewhere in this Agreement, then such benefited Party or Parties may elect to:

(a) Terminate this Agreement, which termination shall become effective sixty (60) days after the Notice of Termination is sent ("Termination Date") unless, before the sixty (60) day period ends, the other Party fulfills such condition or conditions to the reasonable satisfaction of the benefited Party or Parties; or

(b) Waive in writing the benefit of that condition precedent to its obligation to perform under this Agreement, and proceed in accordance with the terms hereof; or

(c) Extend the Termination Date by which the applicable condition may be satisfied, and if the other Party agrees in writing to the extension.

3. Exhibit C shall be replaced with the revised Exhibit C attached hereto.
4. Except as modified by the First Addendum dated January 28, 2020 and this Second Addendum, the terms and conditions of the Development and Disposition Agreement entered into on January 25, 2019, shall remain in full force and effect.

Dated this _____ day of _____, 2020.

AGENCY:

DEVELOPER:

By: _____
Gary Grossman, Chair

By: _____
Todd Carpenter

Approved as to form:

By: _____
Carla McQuade

Gene E. Parker, City Attorney

EXHIBIT C - REVISED

SCHEDULE OF CONTRACT PAYMENTS AND CLOSINGS, AND DATES FOR PROGRESS REPORTS TO BE PROVIDED TO AGENCY

January 25, 2019 - First installment contract payment of \$10,000 was paid by Developer.

October 1, 2020 – Second installment contract payment of \$7,500 by Developer. Copy of certificate of occupancy to be provided by Developer. Status report on façade improvements and structure constructed upon Parcel #1 to be provided by Developer. Closing date for Parcel #1. The date for payment of the installment and for closing may be extended as provided for in Section 2.3.1.

December 31, 2020 - Third installment contract payment of \$7,500 by Developer. Copy of certificate of occupancy to be provided by Developer. Status report on façade improvements and structure constructed upon Parcel #2 to be provided by Developer. Closing date for Parcel #2. The date for payment of the installment and for closing may be extended as provided for in Section 2.3.1.

April 30, 2022 – Façade improvements completed for Recreation Building.
Redevelopment plan provided by Developer for Parcel #3 approved by Agency.

June 1, 2022 – Fourth installment contract payment of \$25,000 by Developer. Closing Date for purchase of Parcel #3.

**FIRST ADDENDUM TO AGREEMENT FOR
DISPOSITION OF PROPERTY FOR REDEVELOPMENT
OF RECREATION BUILDING**

WHEREAS, the Columbia Gateway Urban Renewal Agency, hereinafter referred to as “Agency”, and Todd Carpenter and Carla McQuade, hereinafter referred to as “Developer” entered into an Agreement for the disposition of property for redevelopment of the property commonly referred to as the Recreation Building, on January 25, 2019; and

WHEREAS, the January 25, 2019 Agreement included a schedule for installment payments, and also contemplated that repairs to the roof of the Recreation Building would be completed within one year from the date of execution of the Agreement; and

WHEREAS, on August 10, 2019, a partial roof collapse occurred to the Recreation Building, which would prevent the Developer from being able to comply with the condition requiring that repairs to the roof of the Recreation Building be completed within one year from date of execution of the Agreement; and

WHEREAS, Agency and Developer have negotiated the terms of an amendment to the January 25, 2019 Disposition and Development Agreement (“DDA”), which acknowledges the parties will likely need to negotiate further revisions to the January 25, 2019 DDA. These revisions could include revisions to the scope of the redevelopment, revised timelines for completion of the architectural design for façade improvements and completion of façade improvements for the Recreation Building, and possible revisions to the purchase price and installment payments to be paid by Developer to the Agency;

NOW, THEREFORE, in consideration of the terms and provisions set forth in this First Addendum, it is mutually agreed as follows:

1. The third sentence in the second paragraph of Section 2.3.1 on page 2 shall be amended to provide the second payment of \$10,000 to be paid within eighteen (18) months from the date of execution of the Agreement.
2. Section 2.6.1(a) on page 4 shall be amended by adding a subsection (3) which shall read as follows:
 - (3) Developer and Agency have mutually agreed upon a revised scope for redevelopment of the Project Site, including a designation of which portions of the three buildings which make up the Project Site will be redeveloped by Developer; a timeline for completion of the architectural design for improvements to the façade of the Recreation Building, and for completion of construction of said façade improvements. Improvements shall comply with any requirements of Chapter 11.12 of the City of The Dalles Municipal Code concerning historic resources; and if necessary, any revisions to the purchase price and installment

payments to be made by the Developer to the Agency and to the schedule of status reports concerning the rehabilitation and restoration of the Recreation Building to be provided by the Developer to the Agency.

3. Section 2.6.1(b)(1) on page 4 shall be amended to read as follows:

(1) Developer and Agency have mutually agreed upon a revised scope for redevelopment of the Project Site, including a designation of which portions of the three buildings which make up the Project Site will be redeveloped by Developer; a timeline for completion of the architectural design for improvements to the façade of the Recreation Building, and for completion of construction of said façade improvements. These improvements shall comply with any requirements of Chapter 11.12 of the City of The Dalles Municipal Code concerning historic resources; and if necessary, any revisions to the purchase price and installment payments to be made by the Developer to the Agency, and to the schedule of status reports concerning the rehabilitation and restoration of the Recreation Building to be provided by the Developer to the Agency.

4. Exhibit C on page 20 shall be amended by changing the due date for payment of the second installment payment to June 25, 2020.
5. Except as modified by this First Addendum, the terms and conditions of the Development and Disposition Agreement entered into on January 25, 2019, shall remain in full force and effect.

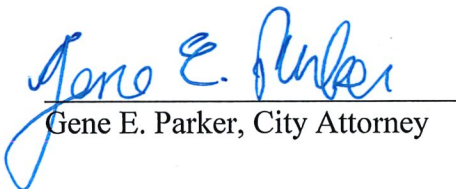
Dated this 28th day of January, 2020.

AGENCY

By: 

Gary Grossman, Chair

Approved as to form:


Gene E. Parker, City Attorney

DEVELOPER

By: 

Todd Carpenter

By: 

Carla McQuade

AGREEMENT FOR DISPOSITION OF PROPERTY FOR REDEVELOPMENT OF RECREATION BUILDING

This **AGREEMENT FOR DISPOSITION OF PROPERTY FOR REDEVELOPMENT** (this “Agreement”) is made as of Jan. 25, 2019, by the **COLUMBIA GATEWAY URBAN RENEWAL AGENCY**, the duly authorized and acting Urban Renewal Agency of the City of The Dalles, Oregon (“City”), a political subdivision of the State of Oregon (“Agency”) and Todd Carpenter and Carla McQuade (“Developer”). Agency and Developer are referred to jointly in this Agreement as “Parties” and individually as a “Party.”

RECITALS

1. Agency has acquired the real property located at 215 East Second Street in The Dalles, Oregon, which includes the building commonly known as the Recreation Building which is located upon three separate tax parcels (the “Project Site”). The Project Site is more particularly described in Exhibit “A”.
2. Agency’s intent in acquiring the Project Site is to facilitate private redevelopment in support of the public objectives of the Columbia Gateway Urban Renewal Plan (“UR Plan”).
3. Developer is interested in redeveloping the building located upon the Project Site (hereinafter referred to as “Project”).
4. The Parties are now prepared to enter into a definitive Agreement for Developer to undertake acquisition of the real property located upon the Project Site, and development and operation of the Project to be renovated or built thereon.
5. The completion of the Project according to the terms of this Agreement is a material inducement to Agency's sale of the real property described in Exhibit A.
6. Agency finds that Developer's use of the Project Site, pursuant to this Agreement, will help achieve the community and Agency goals for, among others, enhancing the Downtown, curing blighted conditions, increasing taxable value of real property and reasonably anticipating additional job creation.

AGREEMENT

This Agreement shall incorporate by this reference, the Recitals, and all Exhibits hereto. The Parties, in consideration of the promises and the Agreements set forth herein and for other valuable consideration the receipt and adequacy of which are hereby acknowledged, covenant and agree as follows:

1. DEFINITIONS

Words that are capitalized, and which are not the first word of a sentence, are defined terms. A defined term has the meaning given it when it is first defined in this Agreement. Defined terms may be used together, and the combined defined term has the meaning of the combined defined terms. A defined term that is a noun may be used in its verb or adjective form and vice-versa. Defined terms may be used in the singular or the plural.

2. GENERAL TERMS OF CONVEYANCE

2.1 **Identification of Parcel.** The Project Site consists of three separate tax parcels, popularly known as the Recreation Building property, and referred to in this Agreement, as follows in this Section 2.1 and identified more specifically in Exhibit A. The Agency shall convey the parcels as provided in this Agreement in accordance with the scheduled closing date on or about February 1, 2022.

2.2 Form of Deed.

2.2.1 Following the closing for the purchase of the Project Site by the Agency, upon satisfaction of the Conditions Precedent to Conveyance as set forth in Section 2.6.1 hereof, the Agency will convey the parcels which constitute the Project Site to Developer pursuant to a Warranty Deed in substantially the form attached hereto as Exhibit B.

2.3 Purchase Price.

The Purchase Price for the Parcel is as follows:

2.3.1 The actual purchase price in terms of monetary consideration is \$50,000. The purchase price reflects the fair reuse value, expressed in terms of capital price, as determined by the Agency in its discretion as the price necessary to facilitate development or redevelopment of the Project Site in accordance with the provisions of the Agency's Urban Renewal Plan.

The sum of \$50,000 shall be paid in four installment payments. The first payment of \$10,000 shall be paid upon execution of this Agreement. The second payment of \$10,000 shall be paid upon the date which is one year from the date of execution of this Agreement. The third payment of \$15,000 shall be paid upon the date which is two years from the date of execution of this Agreement. The fourth payment of \$15,000 shall be paid upon the date which is three years from the date of execution of this Agreement. The dates for payment of the first, second, third and fourth installments are listed in Exhibit "C".

2.4 Title Review.

The following title review process will apply to the purchase of the Project Site.

2.4.1. Not later than five (5) business days after receipt of the preliminary title report for the transaction involving acquisition of the Project Site by Developer, Agency shall deliver to Developer a copy of the preliminary title report for the Project Site. Developer shall notify Agency within five (5) business days of any objection to the preliminary title report or the

exceptions to title. Within five (5) business days after Developer's written notice to Agency described in the preceding sentence, Agency shall notify Developer in writing of its intention to remove, or not remove, the objectionable exceptions to title prior to Closing. If Agency refuses to remove any such objected to exceptions, Developer may terminate this Agreement or proceed to close subject to same. Any exceptions to which Developer does not timely object in writing or otherwise accepts at Closing are the "Final Permitted Exceptions."

2.4.2 Agency covenants and agrees that it shall not further encumber the Project Site after the date hereof (other than those exceptions appearing on the Title Report on the date provided to Developer) without the written consent of Developer, which consent shall not be unreasonably withheld, conditioned or delayed.

2.5 Title Insurance, Survey, Property Taxes and Closing Costs.

The following provisions will apply to the purchase of the Project Site.

2.5.1 The Agency, at its expense, shall provide Developer with a standard coverage ALTA Owner's Policy of Title Insurance, issued by Wasco Title, covering the Project Site to be purchased insuring Developer in the amount of the Purchase Price, all free and clear of encumbrances except the standard exceptions and the Final Permitted Exceptions. Developer, at its option and its expense, may elect to obtain extended coverage under such policies of title insurance, and the Agency agrees to execute any affidavits or other documents required by Wasco Title to enable Developer to obtain such coverage.

2.5.2 The costs for recording a Memorandum of this Agreement, the Deed for the Project Site and any other documents required by Developer to be recorded will be paid by Agency.

2.5.3 Any assessments on the conveyed Project Site shall be paid in full by the Developer as of the Closing Date. All other Closing costs, if any, shall be allocated in accordance with the customary practice in Wasco County.

2.5.4 The Developer shall pay personal property taxes which are assessed as of January 1st of any calendar year. For example, if the Developer installs equipment in the building on the Project Site during the remainder of the 2019 calendar year, Developer shall pay the tax assessed upon the personal property which is present in the building as of January 1, 2020. Real property taxes assessed upon the Project Site shall be paid by the Developer under either of the following scenarios; (a) as a result of the Developer's occupation of the Recreation Building and the opening of the Recreation Building for the any use; or (b) from and after the Closing Date when title to the Project Site is conveyed to the Developer.

2.6 Conditions Precedent to Conveyance.

2.6.1 Conditions Precedent to Conveyance of Project Site.

Developer and the Agency are not obligated to close the transfer of the Project Site unless the following conditions are satisfied to the reasonable satisfaction of, or waived by, the benefited Party. The Party benefited by a particular condition shall not unreasonably withhold or

delay acknowledgment that the condition has been satisfied. The Parties shall act diligently and in good faith to satisfy conditions over which they have control or influence.

(a) Developer is not obligated to purchase the Project Site until, to Developer's satisfaction:

(1) Agency shall have given Developer satisfactory proof of marketable title and the issuance of a preliminary title insurance commitment evidencing the willingness of a title insurance company to insure the Project Site, subject only to the standard exceptions and the Final Permitted Exceptions;

(2) No litigation is pending which prevents the Agency or Developer from performing their respective obligations under this Agreement.

(b) Agency is not obligated to sell the Project Site until, to the Agency's satisfaction:

(1) Developer has completed repairs to the roof of the Recreation Building within a period of one year from the date of execution of this Agreement. Agency has agreed to contribute an amount up to \$15,000 toward the cost of the roof repairs, and Developer understands and agrees they will be responsible for any costs in excess of the \$15,000 contributed by the Agency for the repair of the Recreation Building roof. During the period which shall commence on the date of execution of this Agreement and continue to a date one year from the date of execution of this Agreement, Developer shall have completed the architectural design for improvements to the façade of the Recreation Building, with the intent of restoring the original façade of the Recreation Building. Developer shall also have obtained the approval of the City's Historic Landmark Commission for the proposed design of the façade improvements. With the assistance of the Agency, Developer will initiate the process of applying for grant funding, including funding available through the Main Street Program, to assist with the costs of the façade improvements. The façade improvements shall comply with any requirements of Chapter 11.12 of the City of The Dalles Municipal Code concerning Historic Resources.

In the event that grant funding is not obtained to assist with the costs of the façade improvements for the Recreation Building, Developer shall be responsible for securing funding to ensure that the façade improvements are completed by no later than the date which is three years from the date of execution of this Agreement.

(2) Developer agrees that on the dates which coincide with the one year, two year, and three year anniversary of the date of the execution of this Agreement, they will provide a written report to the Agency detailing the improvements which have occurred during the annual period of the report, showing that the Developer has made substantial progress toward the redevelopment and rehabilitation of the Recreation Building. The annual reports provided by Developer shall include confirmation that the physical upgrades to the Recreation Building have been performed in a satisfactory and workmanlike manner, which requires that the Developer shall be responsible for ensuring that applicable codes and regulations required for the physical upgrades, including but not limited to, building, fire, plumbing, and Americans with Disabilities Act requirements, shall have been complied with in the completion of the physical upgrades.

2.6.2 Elections upon Non-Occurrence of Conditions.

Except as provided below, if any condition in Section 2.6.1 is not fulfilled to the satisfaction of the benefited Party or Parties on the date scheduled for Closing as to the Project Site, subject to any extension that may be granted pursuant to this Section 2.6.2, or elsewhere in this Agreement, then such benefited Party or Parties may elect to:

(a) Terminate this Agreement, which termination shall become effective sixty (60) days after the Notice of Termination is sent ("Termination Date") unless, before the sixty (60) day period ends, the other Party fulfills such condition or conditions to the reasonable satisfaction of the benefited Party or Parties; or

(b) Waive in writing the benefit of that condition precedent to its obligation to perform under this Agreement, and proceed in accordance with the terms hereof; or

(c) Extend the Termination Date by which the applicable condition may be satisfied, and if the other Party agrees in writing to the extension.

2.7 Agency Representations and Warranties.

Agency represents that:

2.7.1 A copy of the Level I Environmental Assessment dated August 20, 2012 has been disclosed to Developer. Except as has been disclosed to Developer in writing, to Agency's knowledge there has been no generation, manufacture, refinement, transportation, treatment, storage, handling, disposal, transfer, release or production of Hazardous Substances, or other dangerous or toxic substances, or solid wastes on the Project Site, or underground storage tanks existing on the Agency Parcel, except in compliance with Environmental Laws currently in

effect; and Agency has not received notice of the release of any Hazardous Substances on the Project Site.

2.7.2 The Agency is not a "foreign person" within the meaning of Section 1445(f) (3) of the Internal Revenue Code of 1986, as amended;

2.7.3 To the best of Agency's knowledge, there is no litigation, action, suit, or any condemnation, environmental, zoning, or other government proceeding pending or threatened, which may affect the Agency Parcel or Agency's ability to perform its obligations under this Agreement;

2.7.4 The Agency has not received any notice stating that the Project Site is in violation of any applicable laws, rules, regulations, ordinances and other governmental requirements ("Laws");

2.7.5 No representation, warranty or statement of the Agency in this Agreement, or any of the exhibits attached, contains any untrue statement of a material fact;

2.7.6 As of the date hereof, there are no defaults by the Agency under this Agreement or events that, with the passage of time, would constitute a default of Agency under this Agreement.

2.7.7 Agency has obtained approvals required by Law in order to enter into this Agreement.

2.7.8 "Agency's knowledge" shall mean the actual knowledge of Steven Harris, Urban Renewal Manager.

2.8 Developer Representations and Warranties.

Developer represents that:

2.8.1 Developer has full power and authority to enter into and perform this Agreement in accordance with its terms, and Developer has taken all requisite entity action in connection with the execution of this Agreement and the transactions contemplated hereby.

2.8.2 No representation, warranty or statement of Developer in this Agreement, or any of the exhibits attached, contains any untrue statement of a material fact.

2.8.3 As of the date hereof, there are no defaults by Developer under this Agreement or events that with the passage of time would constitute a default of Developer under this Agreement.

2.8.4 Developer enters into this Agreement without reliance upon any verbal representation of any kind by Agency, its employees, agents or consultants regarding any aspect of the site, the Project, its feasibility, financing or compliance with any governmental regulation.

3. PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

3.1 **Utility Service Representations.** Developer will determine, for their own benefit, that public and private utilities are available to the Project Site with sufficient capacity to serve the Project, and that any utilities located within the Project Site are acceptable or shall be removed by Developer.

3.2 **Subsurface, Surface and Building Conditions.** Except for Agency's specific representations and warranties set forth in this Agreement, the Project Site shall be conveyed to Developer "AS IS". Except as otherwise specifically provided in this Agreement, Agency makes no warranties or representations as to the suitability of the soil conditions, or any other conditions of the Project Site or structures thereon, for any improvements to be constructed by the Developer, and except for representations and warranties otherwise provided by Agency in this Agreement, Developer warrants that it has not relied on any representations or warranties made by the Agency as to the environmental condition of the Project Site, the suitability of the soil conditions, or any of the conditions of the Project Site for any improvements to be constructed by the Developer. Except for breach of Agency representations and warranties expressly set forth in this Agreement, Developer agrees that the Agency will not be liable for any loss, cost or damage which may be caused or incurred by Developer by reason of any such soil or physical conditions on the Project Site. Agency has allowed Developer free access to Agency's records with respect to conditions of the soils and will assist in obtaining the cooperation of other public and private agencies having such information.

4. DEVELOPMENT

4.1 **Project Financing.**

4.1.1 Developer will be responsible for the raising of all funds necessary for re-development of the Recreation Building on the Project Site.

4.2 **Historic Character of the District.**

4.2.1 In developing the design for the façade of the Recreation Building to facilitate the use of the Project Site, the Developer agrees to comply with any applicable provisions of the City's Historic Landmarks Ordinance (Chapter 11.12 of the City of The Dalles Municipal Code). Developer is encouraged to apply for a façade improvement grant through the Main Street Grant Program to offset the costs of the façade work for the Recreation Building.

4.3 **Diligent Completion.**

4.3.1 In accordance with the terms and conditions of this Agreement, at a minimum, by a date which is defined as three years from the date of execution of this Agreement, subject to Unavoidable Delay as provided in Section 7.6, Developer shall have completed construction of tenant improvements for at least one portion of the Recreation Building such that the portion of the building can be leased for occupancy.

4.3.2 Developer agrees to keep Agency informed of its progress with respect to the Project after the Effective Date, by issuing annual reports as to the status of the annual physical upgrades to the Recreation Building. The projected dates for the annual reports are listed in Exhibit “C”. Agency shall be entitled to depend on the accuracy and completeness of any such information provided to it by Developer, except third-party reports or work products.

4.3.3 Developer’s annual reports described in Section 4.3.2 may be made via email correspondence to the Agency Contract Manager or his appointee.

4.4 **Agency Role in Construction Approval Process.**

4.4.1 Agency will, upon Developer’s request, assist Developer in obtaining the City approvals necessary to commence construction and complete the Project as proposed in this Agreement. The Parties understand and agree that Agency cannot guarantee such approvals, but Agency shall use its best efforts in working with the City and any other parties necessary to accomplish the Project.

5. ENVIRONMENTAL MATTERS

5.1 **Indemnification.** Developer shall comply with all Environmental Laws with respect to its business and the construction and operation of the Project from and after the Closing Date, except for matters caused solely by the act or failure to act of the Agency, its employees, agents, contractors, or invitees. Developer shall defend, indemnify and hold harmless the Agency, its successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by the Agency or asserted against the Agency, and its successors or assigns, by any other party or parties, including, without limitation, a governmental entity, arising out of or in connection with any violation of Environmental Laws by Developer.

5.2 **Contribution.** The foregoing indemnity does not limit any rights of contribution that the parties may have against others under applicable law or Agreement. The indemnity is intended only as an allocation of responsibility between the Parties to this Agreement.

6. ASSIGNMENT PROVISIONS

6.1 **No Assignment.** Unless approved by the express written consent of Agency, Developer may not assign their interest in this Agreement. Agency may condition its approval of a transfer or assignment as Agency finds necessary in its sole discretion. Any attempt to assign or transfer an interest in this Agreement, or the Project Site, or any portion thereof shall result in immediate termination of this Agreement, and shall trigger the remedies of Section 7.2 or 7.3, as the case may be.

6.2 **Permitted Assignment or Transfer.** Notwithstanding Section 6.1, “assignment or transfer” shall not include:

6.2.1 Any Mortgage(s) which Developer may cause to attach to the Project Site for purposes of the Project development; or

6.2.2 The assignment of this Agreement to an entity owned solely by, or controlled by Developer.

Provided that, any assignment or transfer permitted by this Section 6.2 shall not operate to relieve the Developer of the Developer's obligations under this Agreement.

7. DEFAULT; REMEDIES

7.1 Default and Cure.

7.1.1 Default by Developer. A default shall occur if Developer breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within sixty (60) days after Developer receives written notice from Agency specifying the breach. Failure of Developer to act diligently and in good faith to satisfy conditions over which it has control or influence is a breach. Specifically, Developer's failure to Close the purchase of the Project Site after all conditions to conveyance has been satisfied or waived as to the subject conveyance is a breach. In the case of a breach which cannot, with due diligence, be cured within a period of sixty (60) days, a default shall occur if Developer does not commence the cure of the breach within sixty (60) days after Developer receives written notice from Agency and thereafter diligently prosecute to completion such cure. A default also shall occur if Developer makes any assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within one hundred eighty (180) days after appointment. Developer shall not be in default hereunder for failure to pay any tax, assessment, lien or other charge if Developer in good faith is contesting the same and, if necessary to avoid foreclosure, has furnished an appropriate bond or other undertaking to assure payment in the event Developer's contest is unsuccessful.

7.1.2 Default by Agency. A default shall occur if Agency breaches any material provision of this Agreement, and such breach continues and is not remedied within sixty (60) days after Agency receives written notice from Developer specifying the breach or, in the case of a breach which cannot with due diligence be cured within a period of sixty (60) days, if Agency shall not within such sixty (60) day period commence the cure of the breach and thereafter diligently prosecute to completion such cure.

7.2 Agency's Pre-Conveyance Remedies. If Developer defaults in any material term of this Agreement before the Project Site is conveyed to Developer, Agency may, at its option: (i) terminate this Agreement by written notice to Developer as to the Project Site including notice the Agency is requiring Developer execute the Quitclaim Deed in the form attached as Exhibit D, without waiving any cause of action Agency may have against Developer and seek monetary damages against Developer; or (ii) specifically enforce the obligations of Developer under this Agreement.

7.3 Developer's Pre-Conveyance Remedies. If Agency defaults as to any material term of this Agreement prior to Closing, Developer may, as its sole remedy, but at its option: (i)

terminate this Agreement by written notice to Agency, and pursuant to such a termination, Developer shall be entitled to receive a refund of all sums paid toward the purchase of the property, including interest; or (ii) specifically enforce the obligations of the Agency under this Agreement.

7.4 **Developer's Post-Conveyance Remedies.** In the event of Agency's material default after the Agency conveys the Project Site to Developer, Developer may, as its sole remedy, specifically enforce the obligations of the Agency under this Agreement.

7.5 **Nonexclusive Remedies.** The rights and remedies provided by this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights otherwise available at law or in equity. The exercise by either Party of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the other Party, including, without limitation, the right to compel specific performance. Any limitation of remedies set forth herein should not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

7.6 **Unavoidable Delay.**

7.6.1 Neither a Party nor Party's successor in interest shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto if the delay in performance of such obligations (the "Unavoidable Delay") is due to causes that are unforeseeable, beyond its control, and without its fault or negligence, including but not limited to acts of God, acts of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquake, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation involving a Party or others relating to zoning or other governmental action or inaction pertaining to the Project, extraordinary delay in the issuance of necessary permits for the Project, malicious mischief, condemnation action, delays of litigation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the control of such Party.

7.6.2 It is the purpose and intent of this provision that, in the event of the occurrence of any such Unavoidable Delay, the time or times for performance of the obligations of the Agency or Developer, as the case may be, shall be extended for the period of the Unavoidable Delay; provided, however, that the Party seeking the benefit of this Section shall, within thirty (30) days after the Party becomes aware of the causes of any such Unavoidable Delay, notify the other Party in writing of the cause or causes of the delay and the estimated time of correction. Notwithstanding any other provision of this Agreement, the time for Parties' performance shall not be extended by one or more events of Unavoidable Delay for a cumulative period greater than 365 days.

8. MISCELLANEOUS PROVISIONS

8.1 **Agency Contract Manager.** For the purposes of making determinations relating to provisions of this Agreement on behalf of Agency, granting approvals and approving Minor Modifications, Agency has designated Steven Harris as the Agency Contract Manager.

8.2 **Authorization and Confidentiality.**

8.2.1 Except for published information, or information ascertainable from public records, any confidential information furnished or disclosed by Agency in connection with the Project will be held by Developer in confidence and will not be divulged to any third party, except for a Party's advisors and consultants or as may be necessary to further the development of the Project.

8.2.2 Except for published information, or information ascertainable from public records, if the Agency concludes that information furnished or disclosed to the Agency by Developer in connection with the Project is exempt from disclosure under state law, then, to the extent allowed by state law, and until ordered to disclose pursuant to a valid order of the district attorney, Agency will hold in confidence such information, and will not divulge such information to any third party, except for Agency's advisors and consultants.

8.2.3 If, for any reason, this Agreement is terminated, then each Party will return all such confidential information to the party from whom it was obtained.

8.3 **Compliance with Laws; Discrimination.** Developer shall comply with all applicable laws and, for itself and its successor and assigns, agrees that, during the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, sexual orientation or national origin.

8.4 **Notice.**

8.4.1 Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail; postage prepaid, return receipt requested, or (b) when received if personally delivered, and:

8.4.2 In the case of a notice or communication to Developer, addressed as follows:

Todd Carpenter and Carla McQuade
P.O. Box 2688
The Dalles, OR 97058
toddecarpenter@gmail.com

8.4.3 In the case of a notice or communication to the Agency, addressed as follows:

Steven Harris, Agency Manager
City of The Dalles
313 Court Street
The Dalles, OR 97058
E-mail: sharris@ci.the-dalles.or.us

With a copy to:

Gene Parker, City Attorney
City of The Dalles
313 Court Street
The Dalles, OR 97058
E-mail: gparker@ci.the-dalles.or.us

or addressed in such other way in respect to either Party as that Party may, from time to time, designate in writing dispatched as provided in this Section. Notice given in any other manner shall be effective upon receipt by the Party for whom the same is intended.

8.5 **Merger.** None of the provisions of this Agreement are intended to, or shall be, merged by reason of any Deed transferring title to the Project Site or a portion thereof from the Agency to Developer or any successor in interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

8.6 **Headings.** Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.7 **Waivers.** Except as otherwise expressly provided in this Agreement, no waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party, or any condition inuring to its benefit under this Agreement, shall be considered a waiver of any other rights of the Party making the waiver. No waiver by Agency or Developer of any provision of this Agreement, or any breach thereof, shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

8.8 **Attorneys' Fees.** If a suit, action, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, each party shall be responsible for paying for their own attorney's fees and other costs associated with the proceeding. This provision shall cover costs and attorney fees related to, or with respect to, proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

8.9 **Choice of Law.** This Agreement shall be governed by Oregon law.

8.10 **Calculation of Time.** All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or legal holiday.

8.11 **Construction.** In construing this Agreement, singular pronouns shall be taken to mean and include the plural, and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

8.12 **Legal Purpose.** Developer agrees that it shall use the Project Site solely for lawful purposes.

8.13 **Severability.** If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

8.14 **Entire Agreement.** This Agreement and the attachments hereto are the entire Agreement between the Parties. There is no other oral or written Agreement between the Parties with regard to this subject matter. There are no oral or written representations made by a Party, implied or express, other than those contained in this Agreement.

8.15 **Modifications.** Any modifications to this Agreement shall be made in writing and executed by both Parties. The Parties recognize that circumstances may change and that it may be in the interest of both Parties that Agreement be amended from time to time. For this reason, each of the Parties will consider changes that may be proposed by the other during the term of this Agreement. Agency Contract Manager may approve minor modifications to this Agreement without Agency Board approval. "Minor Modifications" include:

8.15.1 Changes in the Schedule of Performance when deemed warranted by the Agency Contract Manager which do not exceed ninety (90) days, excluding a change in the Final Termination Date; and

8.15.2 Corrections of errors, clarifications, or minor modifications that do not change the substantive content of the Agreement.

8.15.3 All other modifications to the Agreement must be approved by the Agency Board.

8.16 **Successors and Assigns.** Subject to the provisions of Sections 6 and 7, the benefits conferred by this Agreement, and the obligations assumed thereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.

8.17 **Place of Enforcement.** Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Wasco County, or the United States District Court for the District of Oregon in Portland, Oregon.

8.18 **No Partnership.** Nothing contained in this Agreement or any acts of the Parties hereby shall be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties.

8.19 **Non-waiver of Government Rights.** Subject to the terms and conditions of this Agreement, by making this Agreement and delivery of the deeds, Agency is specifically not obligating itself, or any other agency with respect to any discretionary action relating to development or operation of the improvements to be constructed on the Project Site, including, but not limited to, rezoning, variances, environmental clearances or any other governmental approvals which are, or may be required, except as expressly set forth herein.

8.20 **Approvals.** Except as otherwise provided in this Agreement, where approvals of Agency are required, Agency will approve or disapprove within thirty (30) business days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided to the contrary. Failure by Agency to approve or disapprove within said period of time shall be deemed approval. Any disapproval shall state in writing the reasons for such disapproval. Approvals will not be unreasonably withheld, conditioned or delayed except where rights of approval are expressly reserved to Agency's sole discretion in this Agreement. Developer, upon receipt of such disapproval, shall revise such disapproved portions in a manner responsive to the stated reasons for disapproval and resubmit the same to Agency within forty-five (45) days after receipt of the notice of disapproval.

8.21 **Approval by Agency Contract Manager.** Unless specified to the contrary elsewhere in this Agreement as to a particular consent or approval, whenever consent or approval by Agency is required under the terms of this Agreement, all such consents or approvals shall be given in writing from the Agency Contract Manager, or from such other staff as the Agency Board has designated.

8.22 **Recording of Memorandum of Agreement.** Agency shall provide for recording a Memorandum of this Agreement within thirty (30) days of the Effective Date. The form of the Memorandum of Agreement is attached as Exhibit "E" to this Agreement. If the Agreement is terminated, the Parties shall cooperate to promptly record an Amended Memorandum of Agreement to reflect the surviving covenants of this Agreement.

8.23 **Insurance.** Agency shall continue the commercial property coverage for the Project Site, which it currently has in effect, until the Closing for purchase of the Project Site. Developer shall obtain and maintain in effect, until Closing for the purchase of the Project Site, a policy or policies of liability insurance with limits and coverage as set forth below:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Commercial General Liability	\$1,000,000 (each occurrence)
Combined Single Limits	\$2,000,000 (aggregate)

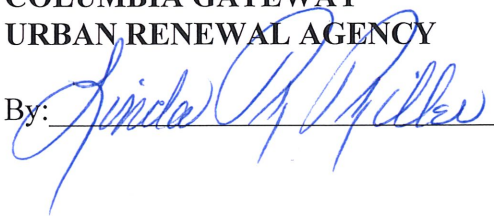
Such policy or policy of Commercial General Liability insurance shall name as additional insured, "The Columbia Gateway Urban Renewal Agency, its officers, employees, and agents" with respect to claims arising from this Agreement.

8.24 Indemnification. The Developer shall indemnify, defend, and hold harmless the Agency, its officers, employees, and agents, from all claims, demands, actions and suits, whether or not frivolous or groundless, including appeals, arising out of any negligent act, error, or omission of the Developer, or of any negligent act, error or omission performed by a contractor or subcontractor performing renovation work on or inside the Recreation Building.

Executed in multiple counterparts as of the day and year first above written.

**COLUMBIA GATEWAY
URBAN RENEWAL AGENCY**

By: _____



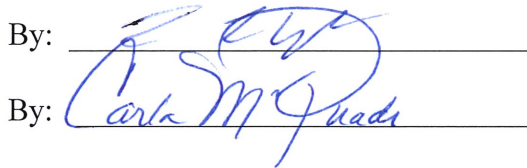
APPROVED AS TO FORM:



Agency Legal Counsel

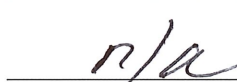
DEVELOPER

By: _____



By: _____

APPROVED AS TO FORM:



Developer Legal Counsel

EXHIBITS

- Exhibit A - Legal Description of the Project Site
- Exhibit B - Form of Warranty Deed
- Exhibit C - Schedule of Contract Payments, Progress Report Dates, and
Annual Payment Periods
- Exhibit D - Quitclaim Deed and Escrow Instructions
- Exhibit E - Form of Memorandum of Agreement

EXHIBIT A
LEGAL DESCRIPTION OF THE PROJECT SITE

Assessor's Map 1N 13 3BD Tax Lot 3500:

The West 31 feet of Lot 7, Block 3 ORIGINAL DALLES CITY, Wasco County, State of Oregon

Assessor's Map 1N 13 3BD Tax Lot 3400:

The East 27 feet of Lot 7, Block 3, ORIGINAL DALLES CITY, Wasco County, State of Oregon

Assessor's Map 1N 13 3BD Tax Lot 3600:

Lot 8, Block 3, ORIGINAL DALLES CITY, in the City of The Dalles, Wasco County, State of Oregon

EXHIBIT B

GRANTOR:

Columbia Gateway Urban Renewal Agency
313 Court Street
The Dalles, OR 97058

GRANTEE:

Todd Carpenter & Carla McQuade
216 East 5th
The Dalles, OR 97058

AFTER RECORDING PLEASE RETURN TO:

City Clerk
313 Court Street
The Dalles, OR 97058

UNTIL A CHANGE IS REQUESTED, SEND ALL TAX STATEMENTS TO:

Todd Carpenter & Carla McQuade
216 East 5th
The Dalles, OR 97058

WARRANTY DEED

THE COLUMBIA GATEWAY URBAN RENEWAL AGENCY, a municipal corporation of the State of Oregon, Grantor, conveys and warrants to **TODD CARPENTER & CARLA MCQUADE**, as joint tenants, Grantee, that certain real property located in Wasco County, Oregon, more particularly described as follows:

Parcel 1:

The West 31 feet of Lot 7, Block 3 ORIGINAL DALLES CITY, Wasco County, State of Oregon

Parcel 2:

The East 27 feet of Lot 7, Block 3, ORIGINAL DALLES CITY, Wasco County, State of Oregon

Parcel 3:

Lot 8, Block 3, ORIGINAL DALLES CITY, in the City of The Dalles, Wasco County, State of Oregon

This conveyance is made pursuant to that Certain Agreement for Disposition of Property for Redevelopment located in Wasco County, between Grantor and Grantee, dated the ____ day of _____, 2019, a Memorandum of which was recorded on the ____ day of _____, 2019, as Document No. _____.

This conveyance is subject to a condition subsequent that in the event Grantee commits an act of default pursuant to Section 7.1 of the Agreement, Grantor shall have the right to declare a termination in favor of the Grantor of the title by providing Grantee a Notice of Termination, of all the rights and interests of the Grantee in the real property described herein. Grantee shall reconvey the real property described in the Notice of Termination to Grantor by Quitclaim Deed, pursuant to the Escrow Instructions in Exhibit D to the Agreement for Disposition of Property and Redevelopment.

The true consideration for this conveyance is \$50,000; however, the true consideration reflects the fair reuse value for the real property, expressed in terms of capital price, as determined by Grantor in its discretion, as the price at which the real property should be made available in order that it may be developed or redeveloped for the purposes specified in the Grantor's Plan and Report.

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 20__.

GRANTOR:

**COLUMBIA GATEWAY URBAN
RENEWAL AGENCY**, a municipal
corporation of the State of Oregon

By: _____
_____, Chair

STATE OF OREGON)

) ss.

County of Wasco)

The foregoing instrument was acknowledged before me on the _____ day of _____, 20__,
by _____, as Chair of the Columbia Gateway Urban Renewal Agency, a municipal
corporation of the State of Oregon.

Notary Public for Oregon

My commission expires: _____

EXHIBIT C

SCHEDULE OF CONTRACT PAYMENTS, AND DATES FOR PROGRESS REPORTS TO BE PROVIDED TO AGENCY

January 25, 2019 - First installment contract payment of \$10,000 by Developer

January 25, 2020 – Second installment contract payment of \$10,000 by Developer. Status report on initial roof repair and façade improvements to Recreation Building by Developer

January 25, 2021 - Third installment contract payment of \$15,000 by Developer. Status report detailing substantial progress on rehabilitation and restoration of Recreation Building by Developer

January 25, 2022 – Fourth and final installment contract payment of \$15,000 by Developer. Status report detailing substantial progress on rehabilitation and restoration of Recreation Building by Developer

On or about February 1, 2022 - Closing Date for purchase of Project Site

EXHIBIT D

FORM OF QUITCLAIM DEED AND ESCROW INSTRUCTIONS

After recording return to and,
until a change is requested,
all tax statements shall be sent to:

Columbia Gateway Urban Renewal Agency
313 Court Street
The Dalles, OR 97058

QUITCLAIM DEED

_____, a _____ (“Grantor”), releases and quitclaims to the COLUMBIA GATEWAY URBAN RENEWAL AGENCY, as the duly designated Urban Renewal Agency of the City of The Dalles (which, together with any successor public agency designated by or pursuant to law, is herein called “Grantee”), all right, title and interest in and to the following described real property:

Parcel 1:

The West 31 feet of Lot 7, Block 3 ORIGINAL DALLES CITY, Wasco County, State of Oregon

Parcel 2:

The East 27 feet of Lot 7, Block 3, ORIGINAL DALLES CITY, Wasco County, State of Oregon

Parcel 5:

Lot 8, Block 3, ORIGINAL DALLES CITY, in the City of The Dalles, Wasco County, State of Oregon

The true consideration for this conveyance is \$0; however, other property or value was either part of or the whole consideration.

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010

IN WITNESS WHEREOF, Grantor has executed this instrument this ____ day of _____, 20__.

_____, a _____

By: _____

Name: _____

Title: _____

Accepted this ____ day of _____, 20__.

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of Wasco)

This instrument was acknowledged before me on _____, 20__, by
_____, as _____ of _____, a
_____, on its behalf.

Notary Public for
My commission expires: _____

STATE OF OREGON)
) ss.
County of Wasco)

This instrument was acknowledged before me on _____, 20__, by
_____, _____ of the COLUMBIA GATEWAY URBAN RENEWAL AGENCY, the
duly designated urban renewal agency of the City of The Dalles, on its behalf.

Notary Public for
My commission expires: _____

EXHIBIT D (Continued)

ESCROW INSTRUCTIONS FOR QUITCLAIM DEED

_____ Title Insurance Company

Attention: [INSERT TITLE OFFICER]

Re: Escrow No. _____

_____, a _____ (“Developer”), has entered into that certain Agreement for Disposition of Property for Redevelopment (“DDA”) with the Columbia Gateway Urban Renewal Agency (“Agency”) dated as of _____, 20__, a Memorandum of which was recorded _____, 20__ as Document No. _____, Records of Wasco County, Oregon, whereby Agency will convey to the Developer or its assignees certain real property (the “Property”). The Property is the subject of this escrow and is described in the accompanying quitclaim deed (“Quitclaim Deed”).

Section ____ of the DDA provides that, under certain circumstances, Agency is entitled to reconveyance of the Property pursuant to a Quitclaim Deed and Escrow Instructions. This document constitutes those escrow instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from Agency a notice signed by Agency’s _____ certifying that a copy of said notice has been delivered concurrently to Developer and certifying that a termination in favor of Agency of the title, and of all of the rights and interest of Developer in the Property has occurred, and that rights to the Property described in the Quitclaim Deed have reverted in Agency pursuant to the DDA (“Notice of Termination”), you shall at the end of thirty (30) days after receipt of said instructions record the subject Quitclaim Deed unless within said thirty (30) day period, you are notified by Agency that Agency has withdrawn the Notice of Termination, or unless you are prohibited from recording the Quitclaim Deed by temporary restraining order, preliminary injunction, or other court order.

In the event that you receive a copy of a Certificate of Completion issued by Agency with respect to the Property, or any specified Parcel thereof (either an original or one certified by Agency as being a duplicate of the original), you will forthwith return the Quitclaim Deed to Developer. In the event that there still remains in your possession an undisposed Quitclaim Deed by [insert date thirty six (36) months after execution of the DDA] you shall contact Agency and Developer as to its disposition.

These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto. Please indicate your acceptance of, and agreement to, carry out these instructions as indicated below.

Very truly yours,

_____, a _____

By: _____

Name: _____

Title: _____

Very truly yours,

COLUMBIA GATEWAY URBAN RENEWAL AGENCY

By: _____

Name: _____

Title: _____

Accepted and agreed to this ____ day of _____, 20____
_____, Title Insurance Company

By: _____

Name: _____

Title: _____

EXHIBIT E
FORM OF MEMORANDUM OF AGREEMENT

After recording return to:

Mr. Gene Parker
City Attorney
City of The Dalles
313 Court Street
The Dalles, OR 97058

Form of Memorandum of Agreement for Disposition for Development

THIS MEMORANDUM OF AGREEMENT FOR DISPOSITION OF PROPERTY FOR DEVELOPMENT (“Memorandum”) shall serve as notice to all persons that the **COLUMBIA GATEWAY URBAN RENEWAL AGENCY**, (“Agency”), and **TODD CARPENTER & CARLA MCQUADE**, as joint tenants (“Developer”), entered into an **AGREEMENT FOR DISPOSITION OF PROPERTY FOR REDEVELOPMENT**, dated as of _____, 2019 (“Agreement”) relating to the real property (“Property”) to be conveyed by the Agency located in Wasco County, Oregon. The Property is more particularly described as:

Parcel 1:

The West 31 feet of Lot 7, Block 3 ORIGINAL DALLES CITY, Wasco County, State of Oregon

Parcel 2:

The East 27 feet of Lot 7, Block 3, ORIGINAL DALLES CITY, Wasco County, State of Oregon

Parcel 5:

Lot 8, Block 3, ORIGINAL DALLES CITY, in the City of The Dalles, Wasco County, State of Oregon

The parties to the Agreement are:

Columbia Gateway Urban Renewal Agency
313 Court Street
The Dalles, OR 97058

and

Todd Carpenter & Carla McQuade
216 East Fifth Street
The Dalles, OR 97058

Among other things, the Agreement requires the Agency to convey the Property to Developer upon the satisfaction of certain conditions precedent, and requires Developer to complete certain private improvements on the Property all as more particularly set forth in the Agreement (the “Project”). Other property or value was part of the whole consideration given for the Property conveyance referenced herein.

As a condition subsequent to the Property conveyance, in the event of a default by Developer as defined in Section 7.3 of the Agreement, the Agency shall have the option to declare a termination in favor of the

Agency of all the title, rights and interests of Developer in the Property. Upon such declaration of termination, Developer's title, right and interest in the Property shall revert to the Agency at no cost to the Agency.

Agency and Developer execute this Memorandum to acknowledge being bound by the Agreement and to give notice of the Agreement to third parties.

**COLUMBIA GATEWAY URBAN RENEWAL
AGENCY:**

By: _____

Date: _____

BUYER

By: _____
Todd Carpenter

Carla McQuade

Date: _____

STATE OF OREGON)
) ss.
COUNTY OF WASCO)

This instrument was acknowledged before me on _____, 20____, by
_____, _____ of the COLUMBIA GATEWAY URBAN RENEWAL
AGENCY.

Notary Public for
My commission expires: _____

STATE OF OREGON)
) ss.
COUNTY OF WASCO)

This instrument was acknowledged before me on _____, 20____, by Todd
Carpenter and Carla McQuade, as their voluntary act and deed.

Notary Public for
My commission expires: _____