



Home of the Tualatin River National Wildlife Refuge

## URA RESOLUTION 2009-016

### **A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF SHERWOOD, DIRECTING THE AGENCY MANAGER TO SIGN THE FIRST AMENDMENT TO THE DEVELOPMENT SERVICES AGREEMENT FOR THE PUBLIC INFRASTRUCTURE IN THE CANNERY REDEVELOPMENT**

**WHEREAS**, the Urban Renewal Agency of the City of Sherwood ("Agency"), as the duly designated Urban Renewal Agency for the City of Sherwood, Oregon ("City"), is undertaking to carry out The Sherwood Urban Renewal Plan ("Plan") which Plan was approved by the City Council of the City ("Council") on August 29, 2000 by Ordinance No. 2000-1098; and

**WHEREAS**, the real property known as the Old Cannery site, consisting of 6.06 acres of real property intersected by Pine Street with frontage along Willamette Street and bordered on the north by the Union Pacific railroad right of way. Said property consists of parcels R0555599 - 5.46 acres; R0556017 - 0.09 acres and R0555615 - 0.51 acres located at what was previously 220 SE Willamette Street, Sherwood is planned for private redevelopment as set forth in Sections 501 and 600 of the Plan; and

**WHEREAS**, the Agency approved a Memorandum of Understanding (MOU) on April 15, 2008 with Capstone Partners, LLC to purchase and develop the property; and

**WHEREAS**, the Board approved the Development Services Agreement defining the terms and conditions negotiated with Capstone Partners, LLC to manage the development of the public infrastructure as identified in the MOU by Resolution 2008-022 on August 19, 2008;

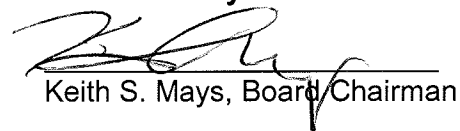
**WHEREAS**, changes in timelines and market conditions have warranted an amendment to that agreement;

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERWOOD URBAN RENEWAL AGENCY:**

Section 1. The Agency directs the Agency Manager to sign the First Amendment to the Development Services Agreement with Capstone Partners, LLC. (Attachment A)

Section 2. This Resolution shall be effective from and after its adoption by the Agency Board.

**Duly passed by the Urban Renewal Agency District Board this 3<sup>rd</sup> day of November 2009.**

  
Keith S. Mays, Board Chairman

ATTEST:  
  
Sylvia Murphy, District Recorder

## FIRST AMENDMENT TO DEVELOPMENT SERVICES AGREEMENT OLD CANNERY SITE, SHERWOOD, OREGON

This **First Amendment to Development Services Agreement, Old Cannery Site** (the "First Amendment") and together with the Development Services Agreement (as hereinafter defined), the "Amended Development Services Agreement") is made this \_\_\_\_ day of October 2009, by and between the Sherwood URD Urban Renewal District ("Sherwood URD") and Capstone Partners LLC ("Development Manager").

### BACKGROUND:

Sherwood URD and Development Manager entered into that certain Development Services Agreement, Old Cannery Site dated September 3, 2008 (the "Development Services Agreement") pursuant to which Sherwood URD desired to construct the certain public improvements and Development Manager agreed to provide comprehensive services for managing, planning, developing and constructing of those public improvements. Since the effective date of the Development Services Agreement, the scope of the public improvements has become better defined and has been expanded to include the Machine Works building. The parties now desire to amend the Development Services Agreement as more particularly set forth herein to reflect the updated project plans.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing background is incorporated into this Amended Development Services Agreement as if fully set forth herein. Capitalized terms not otherwise defined in this First Amendment shall be as defined in the Development Services Agreement.

2. Amendments. The Development Services Agreement is hereby amended as follows:

a. Recitals. Recital A is deleted in its entirety and replaced with the following:

Sherwood URD desired to construct: (i) the public plaza containing not less than 10,000 square feet nor more than 20,000 square feet (currently contemplated and depicted herein to be approximately 12,004 square feet) at the southeast corner of the intersection of SW Pine Street and the Southern Pacific Railroad tracks (the "Plaza"); (ii) new public rights of way, including streets, sidewalks, utilities,

and storm water treatment facilities, for the proposed SW Columbia Street east of Pine Street and the proposed SW Highland Drive north of Willamette Street; (iii) the improvement on the north side of SW Willamette Street adjacent to the West Residential Phase and the East Residential Phase of the Conveyed Property, the improvement of SW Pine Street between the railroad and Willamette Street, the improvement (including approximately 17 angle parking stalls) of SW Columbia Street west of Pine Street, the improvement of the east side of SW Washington Street between the railroad and SW Columbia Street, the improvement of approximately one-half of the shared surface parking lot on the southeast corner of SW Washington Street and the railroad tracks, and the improvement of the existing gravel parking lot along the south side of the railroad, west of SW Washington Street, that the City of Sherwood leases from the Southern Pacific Railroad; (iv) a storm water treatment facility located on the west side of the existing Machine Works building (the "Storm Water Garden"); (v) the grading and gravel base on the Conveyed Property; (vi) the shell and structural renovation of the existing Machine Works building located on the northwest corner of SW Pine and SW Columbia Streets, and (vii) work required to mitigate the impact on the existing wetlands buffer pursuant to the Service Provider Letter provided by Clean Water Services issued as of June 8, 2009.

b. Section 3. Development Services Fee. Add the following sentence to the end of Section 3 of the Development Services Agreement: "The Development Services Fee shall be payable monthly."

3. Reaffirmation. The Development Services Agreement, as amended hereby, is in full force and effect. Except as expressly modified by this First Amendment, the terms, provisions, covenants and conditions of the Development Services Agreement shall remain unchanged and is hereby ratified and confirmed as being in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Development Services Agreement, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

**Sherwood URA Urban Renewal District**

By: \_\_\_\_\_  
Jim Patterson, District Manager

**Capstone Partners LLC**, an Oregon limited liability company

By: \_\_\_\_\_  
Chris Nelson, Member

By: Triangle Development Company, an Oregon corporation, Member

\_\_\_\_\_  
Jeffrey M. Sackett, President