



I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.  
Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk



After recording, return to:  
City of Sherwood  
22560 SW Pine Street  
Sherwood, Oregon 97140  
Until further notice  
send tax statements to:  
SAME AS THE ABOVE

AGREEMENTS  
ON  
PARKING  
OPTION TO PURCHASE / RIGHT OF FIRST REFUSAL  
Between  
THE CITY OF SHERWOOD, OREGON  
And  
THE PRESBYTERY OF THE CASCADES  
Concerning  
SHERWOOD SENIOR COMMUNITY CENTER

Handwritten circled 'D' and 'March' written next to it.

This PARKING, OPTION TO PURCHASE/RIGHT OF FIRST REFUSAL is made and entered this 15 day of February, 2006 by and between the City of Sherwood, an Oregon municipal corporation (City) and the Presbytery of the Cascades, an Oregon not-for-profit corporation (Presbytery).

RECITALS

WHEREAS, City and Presbytery have entered into a Real Estate Purchase and Sale Agreement and Joint Escrow Instructions (Agreement) for the purchase by the Presbytery of the building known as Sherwood Public Library located at 21901 SW Sherwood Boulevard (formerly 855 North Sherwood Boulevard), Sherwood, Washington County, Oregon (the Property) for use by the Sherwood Presbyterian Church (Church) as a place of worship;

WHEREAS, City is the owner of a certain parcel of real property and improvements located adjacent to the Property known as the Sherwood Senior Community Center (SSCC);

WHEREAS, Presbytery is interested in acquiring the SSCC from City but City is unwilling to sell it at the present time; however, City is willing to grant Presbytery the right to purchase the SSCC before offering the SSCC for sale to third parties;

WHEREAS, City and Presbytery desire to evidence the agreement regarding this purchase right and the Agreement includes a reference to the execution by City and Presbytery of such a separate agreement;

WHEREAS, the City and Presbytery also wish to set out the terms of the understanding between them on the right of the Church to the exclusive use of the SSCC's parking areas on Sunday and its non-exclusive use for parking at other times and the consideration to be paid the City by the Church and/or Presbytery for same.

NOW THEREFORE, based on the foregoing, City and Presbytery agree as follows:

A. Parking

1. The Church shall have the exclusive use (on Sundays) of all parking areas owned by the SSCC for parking of motor vehicles; on days other than Sunday, the Church will have a non-exclusive shared use of SSCC parking areas. Further, SSCC shall have the non-exclusive right to use the Church's parking area for parking of motor vehicles at the Church on days other than Sunday. The Church's right of use of parking areas and the thirty-five (35) parking spaces under this section run indefinitely and exist independent of the City's right to sell/lease or otherwise transfer use/ownership of the SSCC to a third party PROVIDED the property located at 21901 SW Sherwood Avenue is used as a place of worship. In the event Church, its successors or assigns discontinues use of 21901 SW Sherwood Avenue as a place of worship, then the right to use the parking areas of the SSCC shall expire and revert to the

Handwritten notes: 76, 6, 11, 3, 7, 5, 20ns

Handwritten note: FATCO. NO. NCS - 198170

SSCC parcel and SSCC's rights to use the Church's parking area for parking of motor vehicles shall also expire and revert to the Church parcel.

2. For the right set out at 1 above, the Church or Presbytery (on behalf of the Church) shall pay City the sum of \$1000.00/month (Base Rent), payment to be due not later than the 10th of each month. Said payment shall not be required for any month where the Church or Presbytery has a separate lease with City for the use of the SSCC. Failure to make payment of said sum (or any increased sum done pursuant to section 3 below) by the 10th of each month when due shall be deemed a default and grounds for the City to file an action in Washington County Circuit Court for recovery of all sums due and owing as well as the City's attorneys fees incurred in the recovery thereof whether at incurred prior to trial at trial or on appeal. PROVIDED HOWEVER, Church, Presbytery or any successor in interest shall have thirty (30) days after the date of a written notice from City of the default in payment to cure said failure.
3. The monthly payment set out in 2 above shall increase annually (beginning with the payment due January, 2007 and thereafter yearly with the January payment) using the annual increase in Consumer Price Index (CPI-W) for the Portland Metropolitan Area which sum shall be added to the Base Rent.

#### **B. Right of First Refusal.**

In consideration of Presbytery's payment of Ten dollars (\$10.00) and other good and valuable consideration to City (the receipt and sufficiency of which is here acknowledged), City and Presbytery agree as follows:

1. City agrees not to sell, transfer, exchange, grant an option to purchase, lease for a period in excess of one (1) year or otherwise dispose of the SSCC or any part thereof without first offering to sell it to Presbytery.
2. In the event City receives an independent offer from a third party to purchase, transfer, exchange or otherwise dispose of the SSCC, the City shall first offer it to Presbytery on the terms and conditions set forth below:
  - a. If City receives an independent offer from a third party for the purchase of the SSCC, it shall, within ten (10) business days thereof send written notice (Notice) and a copy of said offer to Presbytery. City may send Notice and a copy to the Church and that shall satisfy the requirements set out above.
  - b. When Presbytery receives the Notice and a copy of the Offer, Presbytery shall have the prior and preferential right to purchase SSCC at the same price and on the same terms and conditions as are contained in the Offer except that if Presbytery exercises the right of first refusal by electing to purchase SSCC, then the closing of the transaction contemplated by the Offer shall take place no earlier than 90 days after the date that Presbytery elects to exercise the right of first refusal.
  - c. Presbytery shall have fifteen (15) days from the date it receives the Notice and a copy of the Offer to notify City whether Presbytery elects to purchase SSCC pursuant to the terms of the Offer. If Presbytery elects to exercise its right to purchase, then in addition to giving City written notice of its election within the 15-day period, Presbytery also shall tender an amount equal to the earnest money deposit, if any, specified in the Offer, which will be held and used in accordance with the terms of the Offer.
  - d. If Presbytery fails to timely exercise its right to purchase the SSCC pursuant to the terms of this Agreement, then City shall be entitled to sell the Property according to the terms of the Offer to the Third-Party Offeror.
  - e. If Presbytery fails to timely exercise its right to purchase the SSCC pursuant to the terms of this Agreement and for any reason City does not sell or convey the SSCC to the Third-Party Offeror on the terms contained in the Offer within twelve (12) months of Presbytery's election not to purchase, then City must resubmit the Offer as well as any other offer to Presbytery before selling the Property, and such offers shall be subject to Presbytery's right of first refusal under this Agreement.
3. The term of this Right of First Refusal commences as of the date of this Agreement and terminates on the earlier to occur of:
  - a. December 31, 2015; or
  - b. the consummation of a sale of the SSCC to a third party within twelve (12) calendar months after Presbytery has elected not to exercise its right of first refusal. Presbytery shall cooperate in providing

City with any instruments that City reasonably may require for the purpose of removing from the public record any cloud on title to the SSCC attributable in any manner to the grant or existence of this right of first refusal.

4. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received two days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, addressed as follows:

To City:

Jim Patterson  
Assistant City Manager  
City of Sherwood.  
22560 SW Pine Street  
Sherwood, OR 97140  
(Telecopy) 503.625.5524

To Presbytery:

Presbytery of the Cascades  
Suite D  
0245 SW Bancroft Street  
Portland, OR 97239

And

Sherwood Presbyterian Church  
P.O. Box 1625  
Sherwood, OR 97140

5. Notice given in any other manner shall be effective when it is received by the party for whom it is intended. Either party may change its address by giving 10 days' advance notice to the other party.
6. This Agreement shall be construed and enforced in accordance with the laws of the state of Oregon.
7. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors, and assigns.
8. This right of first refusal is personal to Presbytery and Church and neither Presbytery nor Church shall assign or otherwise transfer their rights under this Agreement without the prior written consent of City.
9. The captions and headings used in this Agreement are for reference only and shall not be construed to define or limit the scope or content of this Agreement.
10. This Agreement contains the final and entire understanding between City and Presbytery with respect to its subject matter and is intended to be an integration of all prior negotiations and understandings. City and Presbytery shall not be bound by any terms, conditions, statements, warranties, or representations not contained in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and is signed by both City and Presbytery.
11. A failure by City or Presbytery to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.
12. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall be effective when one or more counterparts have been signed and delivered by City and Presbytery. With respect to any pronouns used herein, each gender used shall include the other gender and the singular and the plural, as the context may require.
13. Time is of the essence regarding this Agreement.


14. Each person executing this Agreement on behalf of City and Presbytery, respectively, warrants his or her authority to do so.

15. City warrants and represents to Presbytery that:

- a. City owns fee title to the Property;
- b. City has the authority to execute this Agreement, and executing it does not violate any agreement to which City is a party or any covenant by which the Property is bound; and
- c. City has no knowledge of any condition affecting the Property that would materially and adversely affect the ability of Presbytery to use the Property for church purposes, except as disclosed to Presbytery in writing.

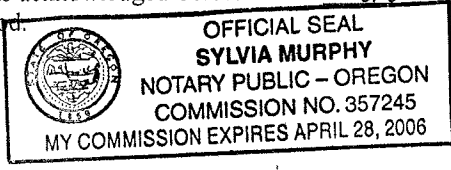
**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.**

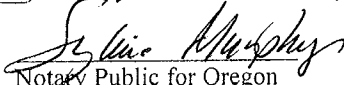
Executed this 15 day of <sup>March</sup>~~February~~, 2006 on behalf of the City of Sherwood

  
 Ross Schultz  
 City Manager  
 On behalf of the City of Sherwood, Oregon.

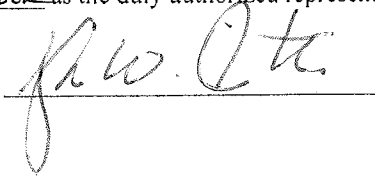
State of Oregon )  
 )ss.  
 County of Washington )

This instrument was acknowledged before me on March 15, 2006 by Ross Schultz as City Manager of City Manager the City of Sherwood.



  
 Notary Public for Oregon  
 My Commission expires: 4.28.06

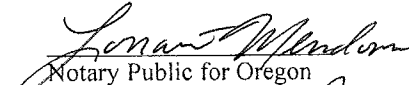
Executed this 22 day of February, 2006 by John W. Ailstock as the duly authorized representative of the Presbytery of the Cascades.



State of Oregon )  
 )ss.  
 County of Yamhill~~Washington~~ )

This instrument was acknowledged before me on the 22 day of February, 2006 by John W. Ailstock



  
 Notary Public for Oregon  
 My Commission expires: June 21, 2008

## Exhibit

A tract of land located in the Southwest One-Quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon being more particularly described as follows:

Beginning at the Southwest corner of Section 29 being a 3-1/4 inch aluminum cap; thence along the South line of said Section 29 South 89°25'43" East 340.49 feet to a bent 5/8 inch iron rod at the Southeast corner of Lot 14 of the plat of "Gleneagle" and the True Point of Beginning; thence along the Northeasterly line of said Lot 14 and Lot 5 North 43°10'06" West 399.90 feet to a 5/8 inch iron rod; thence along the East line of Lot 5 North 01°24'28" West 89.23 feet to a point; thence along the Southwesterly lines of the tract of land described in Document Number 93073545 South 42°52'52" East 56.23 feet to a point; thence North 47°07'08" East 13.88 feet to a point; thence South 42°52'52" East 6.11 feet to a point; thence North 47°07'08" East 24.19 feet to a point from which a 5/8 inch iron rod bears North 44°13'00" West 10.92 feet ; thence leaving said Southwesterly lines and along the Southwesterly line of the tract of land described in Document Number 2000044496 South 44°13'00" East 136.05 feet to a 3/4 inch iron pipe; thence South 45°47'00" West 69.69 feet to a point; thence South 43°10'06" East 125.11 feet to a point; thence North 45°47'00" East 184.62 feet to a point; thence South 44°14'23" East 111.88 feet to a point; thence North 45°45'37" East 50.00 feet to a point on the Northeasterly line of Document Number 80004057; thence along the Northeasterly line of Document Number 80004057 South 44°14'23" East 46.60 feet to a 1/2 inch iron pipe; thence continuing along Document Number 80004057 South 44°23'29" East 150.84 feet to a 1/2 inch iron pipe on the Westerly line of Document Number 2003-071273; thence along the Westerly line of Document Number 2003-071273 South 00°02'14" West 69.13 feet to a 1/2 inch iron pipe on the South line of said Section 29; thence along the South line of said Section 29 North 89°25'43" West 309.26 feet the True Point of Beginning.