

ORDINANCE NO. 2016-01

**ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN TOKOLA PROPERTIES AND CITY OF FOREST GROVE FOR FOREST GROVE MIXED-USE PROJECT
FILE NO. 311-15-00022-PLNG**

WHEREAS, the Urban Renewal Agency of the City of Forest Grove owns approximately 1.5 acres of land as shown on Exhibit 1 (Property); and

WHEREAS, on November 5, 2015, Tokola Properties filed a land use application with the City of Forest Grove (City) for approval of a 78-unit apartment project including 5 live-work units, approximately 2,500 square feet of commercial space, a privately-constructed plaza adjacent to the Pacific Avenue right-of-way comprising approximately 2,900 square feet, and a 94-space parking lot (the Project) on the Property; and

WHEREAS, the Project requires City approval of the proposed Site Plan pursuant to Forest Grove Development Code (DC) Section 10.2.400 et. seq., Design Review approval pursuant to DC Section 10.2.300 et. seq., and approval of a Development Agreement pursuant to ORS 94.504 et. seq. and DC Section 10.2.800 et. seq.; and

WHEREAS, the Development Agreement will authorize the construction of 78 dwelling units on the Property at a maximum density of 55 units per acre; and

WHEREAS, the land use application was deemed complete by the City on November 20, 2015; and

WHEREAS, the Planning Commission held a duly-noticed Public Hearing on the land use application on December 7, 2015; and

WHEREAS, the Planning Commission's Decision No. 15-05 recommends the City Council approve the land use application, including the Development Agreement; and

WHEREAS, the City Council held a duly-noticed Public Hearing on January 11 and continued the hearing on January 25, 2016, to consider the Planning Commission's recommendation.

NOW, THEREFORE, THE CITY OF FOREST GROVE ORDAINS AS FOLLOWS:

Section 1. The City Council adopts the Planning Commission findings dated December 11, 2015.

Section 2. The City Council makes the following additional findings:

- 1) The Development Agreement, attached as Exhibit 1 to this Ordinance, addresses all of the requirements of ORS 94.504 et. seq.

- 2) The Project includes 78 apartments including 5 live-work units, approximately 2,500 square feet of commercial space, a privately-constructed plaza area adjacent to the Pacific Avenue right-of-way comprising approximately 2,900 square feet, and a 94-space parking lot.
- 3) Pursuant to ORS 94.518, the Development Agreement modifies the maximum allowed density from 20.28 dwellings per net acre to 55 units per acre based on the land area of the development site. This modification is necessary to implement certain goals and policies of the Comprehensive Plan including: Sustainability Goal 7, Economic Development Goal 7, Economic Development Policy 7.10, Economic Development Policy 7.11, and Urbanization Policy 10.
- 4) Except for project density, the Project is consistent with applicable regulations governing development as modified through Track 2 Design Review approval pursuant to Forest Grove Development Code Section 10.2.300 et. seq.

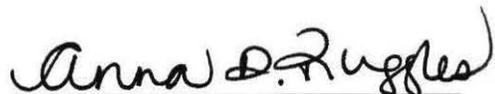
Section 3. Based on the findings set forth in Section 1 and Section 2, the City Council adopts the Planning Commission's recommendation and approves the Development Agreement.

Section 4. The City Council authorizes the City Manager to execute the Development Agreement attached as Exhibit 1.

Section 5. As required by ORS 94.528, the City Recorder shall record this Ordinance with the Washington County Recorder's Office after the Development Agreement is fully executed by the City of Forest Grove and Tokola Properties.

Section 6. This Ordinance shall be effective the later of 30-days after its enactment or upon execution of a Disposition and Development Agreement for the Property between the Urban Renewal Agency of the City of Forest Grove and Tokola Properties.

PRESENTED AND PASSED the first reading the 11th day of January 2016.


Anna D. Ruggles, City Recorder

PASSED the second reading the 25th day of January 2016.


Peter B. Truax, Mayor

FG mixed use project
Tokola Prop Dev Agmt
ord no 2016-01

Record Doc
2016-01
uc 2016-051395
Agreement Number issued by City Recorder

AGREEMENT/CONTRACT FILE NO.

AGREEMENT / CONTRACT ROUTING REQUEST FORM

Routing Request Form must be submitted with Agreement/Contract, along with appropriate number of signature copies.
All Agreements/Contracts must be endorsed by City Manager.

Please check appropriate box:

ORIGINAL

<input type="checkbox"/> Original Agreement/Contract	<input type="checkbox"/> Professional Services
<input type="checkbox"/> Amendment to Original Agreement/Contract	<input type="checkbox"/> Lease Agreement
<input type="checkbox"/> Grant Application <i>(Council Action may be required)</i>	<input checked="" type="checkbox"/> Record Legal Document <i>(City Manager signature is required)</i>
<input type="checkbox"/> Intergovernmental Agreement <i>(Council Action is required)</i>	<input type="checkbox"/> Other <i>(Please specify):</i>

Anticipated expenditure (dollar amount) of the Agreement/Contract:	\$				
Is Agreement approved in current fiscal budget?		YES	NO	<input checked="" type="checkbox"/>	N/A
If Agreement requires Council Action, have you scheduled an Agenda date?		YES	NO	<input checked="" type="checkbox"/>	N/A
Does Agreement require City Attorney review? <i>(Director approval is required)</i>		YES	NO	<input checked="" type="checkbox"/>	N/A
Has City Attorney reviewed Agreement?		YES	NO	<input checked="" type="checkbox"/>	N/A

Provide a brief description explaining the purpose of the Agreement/Contract (attach memo if necessary):
 Record Development Agreement for Times-Gro redevelopment project with narrative legal description dated April 20, 2016.

ROUTING IS REQUIRED:	INITIALS:	DATE APPROVED:
Originator / Requested By <i>(Keep a copy for your file):</i> Responsible to fill out form, along with the original Agreement/Contract and appropriate number of signature copies requested; initial and forward to Department Director for review and approval.	DAR	Date: 5/11/16
<i>Additional Comments:</i> Route to City Manager for signature and recording		
Department Director Review & Approval Submittal: Responsible to review this form and original Agreement/Contract for compliance and accuracy and, if necessary, schedule as a Council Agenda Item; initial and forward to Finance Director.	JKA	Date: 6/6/16
<i>Additional Comments:</i>		
Finance Director Review & Fiscal Approval: Responsible to review proper purchasing guidelines have been followed and original Agreement/Contract is in compliance with budget requirements; initial and forward to City Manager for final review and approval.	PAD	Date: 6/7/16
<i>Additional Comments:</i>		
City Manager Review & Final Approval: Review agreement for final approval; initial and forward to City Recorder for final processing.		Date:
<i>Additional Comments:</i>		
City Recorder Review & Processed: Files ORIGINAL Agreement/Contract, insures signatures are obtained and prepares copies for circulation and mailing.		Date:
<i>Additional Comments:</i>		

Washington County, Oregon
06/29/2016 02:36:09 PM
D-ORD Cnt=1 Stn=10 A DUYCK
\$65.00 \$5.00 \$11.00 \$20.00 - Total =\$101.00

2016-050395



02175629201600503950130135

I, Richard Hobernicht, 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.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



After Recording Return to:
City of Forest Grove
City Recorder
P. O. Box 326
Forest Grove, OR 97116-0326

NO CHANGE IN TAX STATEMENT

STATE OF OREGON {
County of Washington {
City of Forest Grove {

I, Anna D. Ruggles, the duly appointed and qualified City Recorder of the City of Forest Grove, Washington County, Oregon, do hereby certify that I have compared the attached copy of

ORDINANCE NO. 2016-01

AN ORDINANCE FOR A DEVELOPMENT AGREEMENT BETWEEN CITY OF FOREST GROVE, OREGON, WASHINGTON COUNTY, AND TOKOLA PROPERTIES, A DOMESTIC BUSINESS CORPORATION, FOR FOREST GROVE MIXED-USE PROJECT; FILE NO. 311-15-00022-PLNG

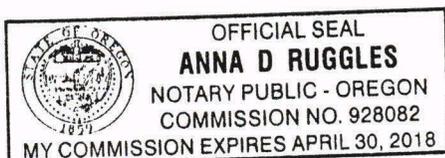
&

URA RESOLUTION NO. 2016-01

A RESOLUTION FOR A DEVELOPMENT AGREEMENT BETWEEN CITY OF FOREST GROVE URBAN RENEWAL AGENCY AND TOKOLA PROPERTIES, A DOMESTIC BUSINESS CORPORATION, FOR FOREST GROVE MIXED-USE PROJECT; FILE NO. 311-15-00022-PLNG

With the originals now on file in my office, of which I am the legal custodian, and the attached copy is a true, correct, and complete copy of the whole thereof.

IN WITNESS whereof, I have hereunto set my hand and affixed my official Notary seal this 9th day of June, 2016.



Anna D. Ruggles

Anna D. Ruggles, City Recorder
Commission No. 928082
Expires April 30, 2018

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WHEREAS, the Planning Commission held a duly-noticed Public Hearing on the land use application on December 7, 2015; and

WHEREAS, the Planning Commission's Decision No. 15-05 recommends the City Council approve the land use application, including the Development Agreement; and

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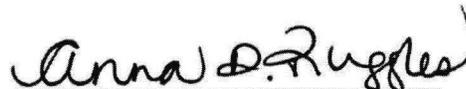
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PRESENTED AND PASSED the first reading the 11th day of January 2016.


Anna D. Ruggles, City Recorder

PASSED the second reading the 25th day of January 2016.


Peter B. Truax, Mayor

EXHIBIT 1

DEVELOPMENT AGREEMENT
FOREST GROVE MIXED-USE PROJECT

THIS DEVELOPMENT AGREEMENT (Agreement) is effective this 27th day of April, 2016, between the Urban Renewal Agency of the City of Forest Grove (Agency), a public body corporate and politic created under ORS 457.035 and 457.045, City of Forest Grove (City), an Oregon municipal corporation, and Tokola Properties, Inc, (Tokola) a domestic business corporation, collectively, the "Parties".

Recitals

- A. The Urban Renewal Agency of the City of Forest Grove is the owner of certain real property located in the City of Forest Grove and described in Exhibit A attached (Property). The Property is approximately 1.5 acres in total area. The property is zoned Town Center Support and Town Center Transition.
- B. Tokola filed applications for City land use approval on November 5, 2015 and November 20, 2015, for a mixed-use development project, generally comprised of 75 market-rate apartment units, 5 market-rate live-work units, approximately 2,500 square feet of commercial space, a plaza area adjacent to the Property's Pacific Avenue public right-of-way comprising approximately 2,900 square feet, and a surface parking area including approximately 94 parking spaces.
- C. The City deemed the land use applications complete on November 20, 2015 for purposes of public hearing.
- D. Tokola desires to privately develop the Property, after transferred by the Agency to Tokola, consistent with the Forest Grove Comprehensive Plan, any decision on the City land use application, the terms and conditions of this Agreement and any Disposition and Development Agreement (DDA) affecting the Property.
- E. This Agreement is entered into under authority of and in compliance with ORS 94.504 et. seq. to allow private development of the Property consistent with anticipated new provisions of the Forest Grove Development Code intended to implement the Forest Grove Comprehensive, including increasing maximum density.
- F. The City of Forest Grove Planning Commission held a public hearing and considered the land use applications on December 7, 2015 and adopted a motion recommending City Council approval of the land use applications with conditions.
- G. The Forest Grove City Council held public hearings and considered the land use applications and Planning Commission recommendations on January 11, 2016, and January 25, 2016, and approved the land use applications with conditions.

Agreement

The Parties agree as follows:

1. Tokola Obligations

- 1.1. Land Use Approval. Tokola agrees to comply with the City's approval of the site plan, design review decision and final project conditions as approved by the City Council.
- 1.2. Compliance with Laws, Codes and Regulations. Tokola agrees to make all improvements to the Property as generally described in the project proposal dated, November 20, 2015, in compliance with the City's land use approval, any DDA approved by the Agency pertaining to the transfer of real property from the Agency to Tokola, and applicable City Codes and regulations affecting the Property consistent with ORS 94.518. Tokola will construct all required improvements as required by the applicable laws and regulations of the City, Washington County, and the State of Oregon.
 - 1.2.1. Development Fees. Tokola agrees to pay any applicable systems development charges (SDCs) and other applicable development fees, including Washington County Transportation Development Tax, in effect at the time of issuance of any building permits as required under any DDA pertaining to the transfer of real property from Agency to Tokola.
 - 1.2.2. Construction. Tokola is required to file for all required building and development permit applications and pay required fees to the City as described in the DDA between the Agency and Tokola. Tokola will construct all required improvements to City Public Works standards and its applicable service providers commensurate with type of improvement. All plans will be reviewed and approved by the City Engineer and the appropriate service provider.
 - 1.2.3. Construction Schedule; Phasing. The construction schedule will be specified and agreed to in the DDA pertaining to the transfer of real property from the City to Tokola necessary to construct the project.
 - 1.2.4. Indemnification. Tokola agrees to indemnify, hold harmless and defend the Agency, City, it's officers, agents and employees, from and against any and all claims, actions, or suits, including damages and attorney fees, which may be incurred by the Agency or City or its officers, agents or employees as a result of entering into this Agreement and as a result of the execution and performance of this Agreement.
 - 1.2.5. Waiver of Claims pursuant to ORS 195.305. Tokola waives any claims it may have as of the date of execution of this Agreement, whether identified or not, pursuant to ORS 197.352 ("Measure 37"). This waiver further extends to any claims arising as a result of the City's decision on the land use applications and its amendments to the Forest Grove Development Code.

2. City Obligations

- 2.1. The City agrees to take all actions necessary to process and reach a final decision on the land use applications affecting the property.
- 2.2. The City agrees to take all actions necessary to adopt Forest Grove Development Code Amendments pertaining to increasing development densities affecting the property. The City does not commit to a particular decision or outcome from the land use process.

3. Agency Obligations

- 3.1. The Agency agrees to take all actions necessary to process and reach a final decision on a Disposition and Development Agreement pertaining to transfer Agency-owned property to Tokola for development consistent with this agreement, the City's land use approval and DDA.

4. Assignment

- 4.1. Tokola may not assign its responsibilities and obligations under this Agreement to any other person or entity without express written approval of the City which approval will not be unreasonably withheld.

5. Compliance with ORS 94.504

- 5.1. Compliance with Code Requirements. Under ORS 94.518, the effective Comprehensive Plan, zoning ordinances and other rules and policies of the City (land use and development regulations) governing permitted uses of land and density applicable to development of the Property, are the Comprehensive Plan and the ordinances, rules, and policies of the City of Forest Grove, and as applicable Washington County, in effect at the time of approval of this Agreement, subject to the terms and conditions of this Agreement with respect to amendments to the Forest Grove Development Code pertaining to maximum permissible densities.

- 5.2. Assumptions, Provisions of Services and Changes in Circumstances. For purposes of complying with ORS 94.504(6), the Parties acknowledge that the assumptions underlying this Agreement relating to the ability of the City to serve development of the Property are those set forth in the land use applications, the decision on those applications, and any conditions of approval.

- 5.3. Statutorily Required Provisions. For purposes of complying with ORS 94.504(2), the Parties further agree as follows:

- 5.3.1. Duration of Agreement. The duration of this Agreement is three years, or until modified or mutually terminated upon adoption of City Development Code amendments referenced in Section 2.2.

- 5.3.2. Permitted Uses. The property may be used for any use permitted under the land use regulations in effect at the time of the Agreement and consistent with the City's land use approval and further described in any Disposition and Development Agreement pertaining to the transfer of the Property by the City to Tokola.

- 5.3.3. Density and Intensity of Uses. Approved uses on the Property may be developed at the density, location, and intensity permitted by the City's decision on the land use applications not to exceed 55 dwelling units per net acre. Net acre shall be based on the site's acreage which does not include rights-of-way through or on the edge of the site, environmentally constrained areas, or land intended for public ownership such as park or open spaces uses.
- 5.3.4. Height and Size of Structures. No structure shall be of a greater height or size than permitted by the City's decision on the land use applications and City land use regulations in effect on the effective date of this Agreement.
- 5.3.5. Reservations/Dedications for Public Purposes. Reservations or dedications of portions of the Property for public purposes are not required.
- 5.3.6. Fees and Charges Fees and charges, other than as set forth in this Agreement, imposed on the development of the Property, are those in effect at the time applications for building permits are filed.
- 5.3.7. Compliance Review. Review of development will be in accordance with the City's decision on the land use applications.
- 5.3.8. Infrastructure and Services Responsibility for providing infrastructure and services not addressed in this Agreement, land use conditions of approval, or Disposition and Development Agreement will be established under ordinances and regulations in effect at the time of subsequent application for development.
- 5.3.9. Effect of Changes in Laws If there is a change in federal, regional, or state laws and rules that compliance with this Agreement unlawful, then the Parties will negotiate in good faith, an appropriate amendment to this Agreement to (i) achieve to the maximum extent possible, adherence to the spirit and purpose of this Agreement and (ii) achieve compliance with such laws.
- 5.3.10. Remedies. The parties retain all remedies available at law or equity to enforce this Agreement, including claims for damages resulting from any breach of this Agreement.
- 5.3.11. Public Expenditures. If there is any obligation under this Agreement on the City to expend monies in the future, the obligation is expressly contingent upon the absolute discretionary ability of the City to appropriate (or not appropriate) monies for that obligation, subject to the City's budgetary processes.
6. Notice As used in this Agreement, notice means a written document, explaining the reason for the notice, mailed by United States Postal Service, via certified mail, return requested, addressed as follows:

To City:

Jon Holan
Community Development Director
City of Forest Grove
PO Box 326
Forest Grove, OR 97116-0326

To Agency: Jesse VanderZanden
Executive Director
Urban Renewal Agency City of Forest Grove
PO Box 326
Forest Grove, OR 97116

To Tokola: Dwight Unti
President
Tokola Properties, Inc.
PO Box 1620
Gresham, OR 97030

Copies of all notices will be sent to the above addresses. Notice will be deemed given on the date placed in the U.S. Mail, and sent by facsimile to counsel, whether actually received by the addressee or not. The parties will send each other a courtesy copy of each notice by facsimile or electronic means, or by courier, Federal Express, or similar service, but such notice will not be deemed the required "notice". The Parties may from time to time amend the above addresses and names by written notice given to the other party in the same manner as the required "notice".

7. Authority and Enforceability The Agency, City and Tokola represent and warrant that each has the full right, power, legal capacity and authority to enter into and perform the Parties' respective obligations and that no approval or consents of any other persons are necessary except as identified in this Agreement. Each Party represents and warrants to the other that this Agreement is valid, binding, and enforceable in accordance with its terms. Each Party also represents and warrants that this Agreement and performance under it does not violate any contract, law, plan, ordinance rule, regulation or policy binding each Party.
8. Severability Nothing in this Agreement will be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained and any present or future statute, law, ordinance, or regulation contrary, then the latter prevails. Any affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirements of law.
9. Further Assurances and Additional Documents Each Party will execute and deliver any additional papers, documents, or other assurances, and do any action necessary to perform their obligations and carry out the intent of the Parties identified in this Agreement. The Parties will execute and deliver all supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the Parties, and as against third parties. This Agreement requires the Parties to agree upon various items at different times in the future. The Parties will cooperate in good faith, and will deal fairly with one another, in an attempt to fulfill the obligations of the Parties as reflected in this Agreement and to facilitate full performance of this Agreement.
10. Attorney Fees If a suit, action, arbitration or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of any attorney are retained to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing Party is entitled to recover from the losing Party its attorney fees, paralegal fees, accountant fees, and other expert fees, and all other fees, costs and expenses actually incurred and reasonably necessary. The amount of fees will be determined by the judge or arbitrator and include fees and expenses incurred on any appeal or review.

11. Survival The warranties, representations, covenants, and agreements made in this Agreement by each Party survive the delivery of any deed or bill of sale and shall be and remain in full force and effect for the term specified in this Agreement as may be amended in the future.
12. Waiver Failure of any Party at any time to require performance of any provision of this Agreement does not limit the Party's right to enforce the provision. No waiver of any breach of any provision is a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provisions.
13. Time Time is of the essence in the performance of the duties and obligations of this Agreement.
14. Counterparts This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same Agreement.
15. Captions and Headings The captions and headings of this Agreement are for convenience only and will not be construed or referred to in resolving questions of interpretation or construction. The recitals at the beginning of this Agreement are contractual and are considered or referred to in resolving questions of interpretation or construction.
16. Modification or Amendments No amendment, change, or modification of this Agreement is valid, unless in writing and signed by the Parties.
17. Successor and Assigns All of the terms and provisions inure to the benefit of and are binding upon the Parties and their respective heirs, legal representatives, successors and assigns.
18. Standard of Review The City standard of review for any documents required to execute this Agreement is as provided in the City Code. In the absence of an applicable standard, the standard of review will be one of reasonableness.
19. Runs with Land. This Agreement runs with the Property. This Agreement will be recorded with the Washington County Records Division.

TOKOLA PROPERTIES

By: 

Its: PRESIDENT

Approved as to form:

CITY OF FOREST GROVE

By: 

Its: City Manager

Approved as to form:

**URBAN RENEWAL AGENCY
OF THE CITY OF FOREST GROVE**

By: 

Its: City Manager

Approved as to form:

STATE OF OREGON)

County of Washington) ss.

This instrument was acknowledged before me on May 27, 2016 by Dwight D. Unti as President of Tokola Properties.

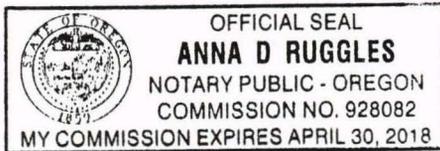


Heather Ann Desch
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4/10/2020

STATE OF OREGON)

County of Washington) ss.

This instrument was acknowledged before me on June 8th, 2016 by Jesse VanderZanden as city manager of the City of Forest Grove.



Anna D Ruggles
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 30, 2018

STATE OF OREGON)

County of Washington) ss.

This instrument was acknowledged before me on June 8th, 2016 by Jesse VanderZanden as Executive Director of the Urban Renewal Agency of the City of Forest Grove.



Anna D Ruggles
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 30, 2018

EXHIBIT 2

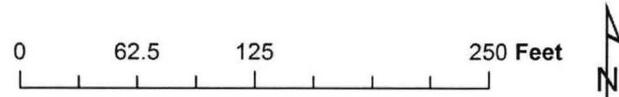
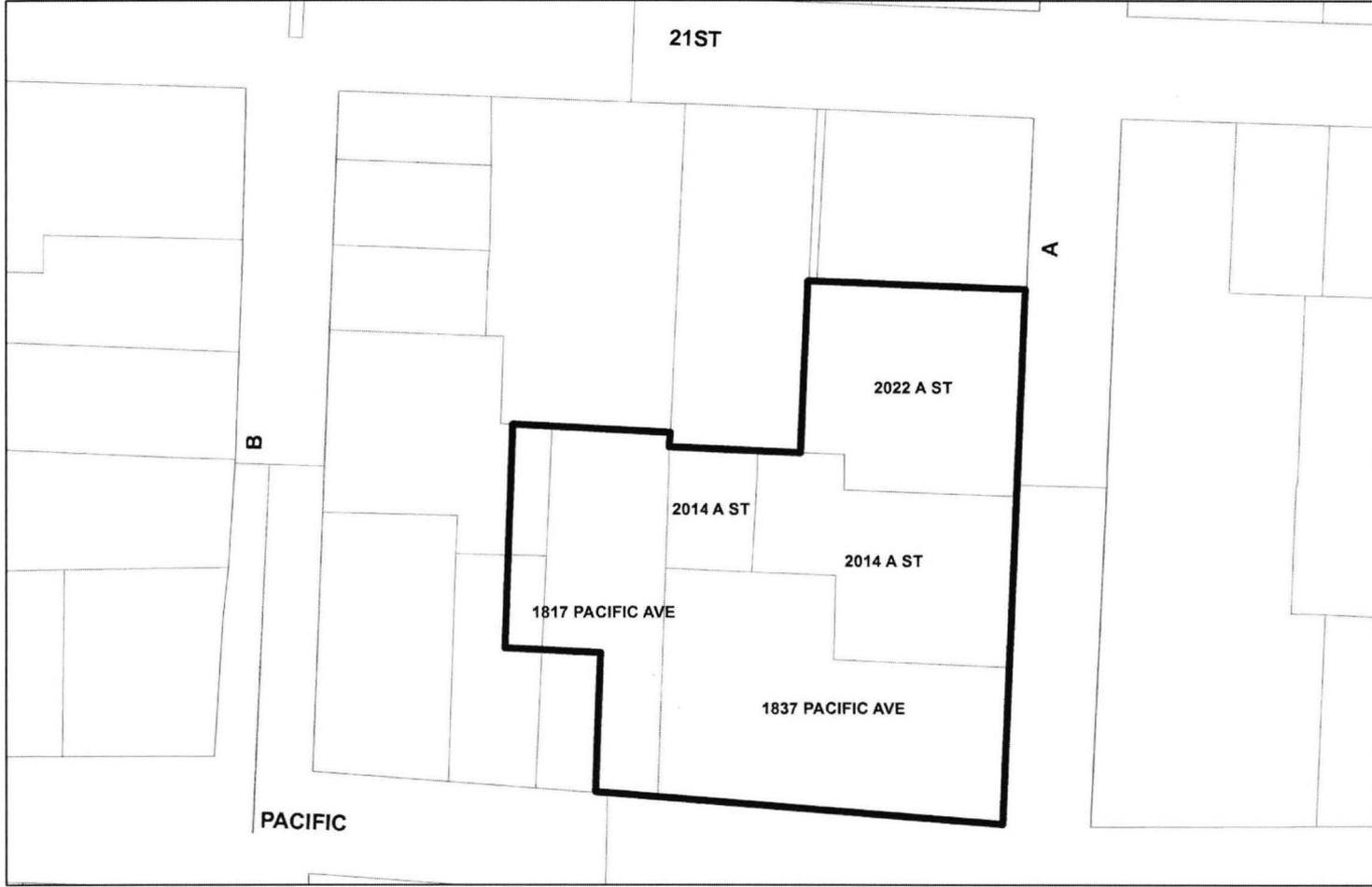


EXHIBIT A

Property Description
Tokola Phase 1
April 20, 2016
Project No. 0501-003

PROPERTY DESCRIPTION

A portion of Block 3, TOWN OF FOREST GROVE, situated in the northeast one-quarter of Section 1, Township 1 South, Range 4 West, the southeast one-quarter of Section 36, Township 1 North, Range 4 West, the northwest one-quarter of Section 6, Township 1 South, Range 3 West, and the southwest one-quarter of Section 31, Township 1 North, Range 3 West, of the Willamette Meridian, City of Forest Grove, Washington County, Oregon; being all of Parcel X Tract A, Parcel IX Tract A, Parcel IX Tract B, Parcel IX Tract C, Parcel VIII, Parcel VII and portions of Parcel VI and Parcel III, all being as conveyed to the City of Forest Grove by Deed Document Number 2012-111247, Washington County Deed Records; the outer boundary being more particularly described as follows;

Beginning along the east line of said Parcel III at the most northerly northwest corner of said Parcel VI;

thence, along the north line of said Parcel VI, South 89°42'34" East, 87.18 feet to the east line of said Parcel VI;

thence, along said east line, South 00°34'01" West, 18.60 feet to the north line of said Parcel VII;

thence, along said north line and the north line of said Parcel IX Tract A, South 89°42'34" East, 76.37 feet to the west line of said Parcel X Tract A;

thence, along said west line, North 00°31'07" East, 104.37 feet to the north line of said Parcel X Tract A;

thence, along last said north line, South 89°43'00" East 120.00 feet to the west right of way line of A Street, being 33.00 feet from the centerline thereof, when measured at right angles;

thence, along said west right of way line, South 00°31'07" West, 303.46 feet to the north right of way line of Pacific Avenue, being 33.00 feet from the centerline thereof, when measured at right angles;

thence, along said north right of way line, North 89°42'08" West, 233.33 feet;

thence, North 00°00'00" East, 85.12 feet;

thence, North 90°00'00" West, 61.00 feet;

thence, North 00°00'00" East, 113.50 feet;

thence, North 90°00'00" East, 8.75 feet;

thence, North 00°00'00" East, 19.30 feet to the westerly extension of the north line of said Parcel VI;

thence, along said westerly extension, South 89°42'34" East, 4.02 feet to the Point of Beginning;

Containing 67,800 square feet, more or less.

Bearings based on Survey Number 32701, Washington County Survey Records.

