

**RESOLUTION NO. 3127**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO ACCEPT ASSIGNMENT OF AND AMEND THE FACILITIES LEASE WITH WILSONVILLE COMMUNITY SHARING.**

WHEREAS, the Urban Renewal Agency of the City of Wilsonville (the “URA”) entered into a Facilities Lease (“Lease”) with Wilsonville Community Sharing (“WCS”) effective as of July 1, 2022, pursuant to which WCS uses and occupies approximately 1,116 square feet of the building commonly known as the “Art Tech Building” located at 29796 SW Town Center Loop East, Wilsonville, Clackamas County, Oregon; and

WHEREAS, the URA desires to assign its rights and obligations under the Lease to the City, and the City desires to accept the URA’s rights and obligations under the Lease;

WHEREAS, the parties collectively initially intended for WCS to occupy the Kiva Building, which is also located on the same property as the Art Tech Building, but due to severe roof damage the Kiva Building has been demolished, and further the “Lease Term” provided in the Lease expires on July 1, 2024; and

WHEREAS, the parties collectively desire to amend the Lease to remove all references to the Kiva Building and to extend the Lease Term by two (2) years.

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

Findings. The above-recitals are incorporated as if fully set forth herein as findings of the City Council, along with the staff report accompanying this Resolution.

Section 2. The City Manager is hereby authorized to enter into an Assignment and Assumption of Facilities Lease by and between the City of Wilsonville and the Urban Renewal Agency of the City of Wilsonville, in a form substantially similar to **Exhibit A**.

Section 2. The City Manager is hereby authorized to enter into a First Amendment to Facilities Lease by and between the City of Wilsonville and Wilsonville Community Sharing, in a form substantially similar to **Exhibit B**.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 4<sup>th</sup> day of March, 2023, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
*Julie Fitzgerald*  
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JULIE FITZGERALD MAYOR

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBITS:

- A. Assignment and Assumption of Facilities Lease by and between the City of Wilsonville and the Urban Renewal Agency of the City of Wilsonville
- B. First Amendment to Facilities Lease by and between the City of Wilsonville and Wilsonville Community Sharing

**CITY OF WILSONVILLE  
ASSIGNMENT AND ASSUMPTION OF FACILITIES LEASE**

This Assignment and Assumption Agreement (this “Agreement”) is effective the 5<sup>th</sup> day of March, 2024 (“Effective Date”), by and between **Urban Renewal Agency of the City of Wilsonville**, an Oregon public body corporate and politic (“Assignor”), and the **City of Wilsonville**, a municipal corporation of the State of Oregon (“Assignee”), upon the terms and conditions set forth below.

**RECITALS**

WHEREAS, the Assignor is the “Lessor” under the Facilities Lease dated July 1, 2022 (“Lease”), pursuant to which Wilsonville Community Sharing, an Oregon public benefit non-profit corporation, leases, uses, and occupies approximately 1,116 square feet of the building commonly known as the “Art Tech Building” located at 29796 SW Town Center Loop East, Wilsonville, Clackamas County, Oregon.

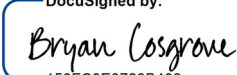
NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

The terms of the Lease are hereby amended as follows:

- 1. Assignment and Transfer.** As of the Effective Date, Assignor assigns, transfers, and conveys to Assignee, Assignor’s right, interest, duties, and obligations in and to the Lease, as it may be amended from time to time.
- 2. Acceptance of Assignment.** As of the Effective Date, Assignee accepts the assignment, transfer, and conveyance of Assignor’s right, interest, duties, and obligations in and to the Lease.


**ASSIGNOR:**  
URBAN RENEWAL AGENCY OF  
THE CITY OF WILSONVILLE

DocuSigned by:  
  
By: \_\_\_\_\_  
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Print Name: Bryan Cosgrove

As Its: City Manager

**ASSIGNEE:**  
CITY OF WILSONVILLE

DocuSigned by:  
  
By: \_\_\_\_\_  
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Print Name: Bryan Cosgrove

As Its: City Manager

**APPROVED AS TO FORM:**

DocuSigned by:  
  
\_\_\_\_\_  
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Amanda Guile-Hinman, City Attorney  
City of Wilsonville, Oregon

**CITY OF WILSONVILLE  
FIRST AMENDMENT TO FACILITIES LEASE**

This First Amendment to Facilities (“First Amendment”) is effective the \_\_\_\_ day of \_\_\_\_\_ 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“Lessor”), and **Wilsonville Community Sharing**, an Oregon non-profit corporation (“Lessee”), upon the terms and conditions set forth below.

**RECITALS**

WHEREAS, the Urban Renewal Agency of the City of Wilsonville (“Original Lessor”) entered into a Facilities Lease (“Lease”) with Lessee on July 1, 2022, relating to Lessee’s use and occupancy of approximately 1,116 square feet of the building commonly known as the “Art Tech Building” located at 29796 SW Town Center Loop East, Wilsonville, Clackamas County, Oregon; and

WHEREAS, on \_\_\_\_\_, 2024, Original Lessor assigned the Lease and all its rights, responsibilities, and obligations therein to Lessor; and

WHEREAS, Lessor and Lessee initially intended for Lessee to occupy the Kiva Building, which is also located on the same property as the Art Tech Building, but due to severe roof damage, Lessor determined that it was necessary to demolish the Kiva Building; and

WHEREAS, the Lease Term provided in the Lease expires on July 1, 2024; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to remove all references to the Kiva Building and to extend the term under which Lessee may continue to use and occupy the Art Tech Building in exchange for payment of Rent;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

The terms of the Lease are hereby amended as follows:

**1. AGREEMENT TO LEASE**

**1.1 Description of Premises and Condition**

Subsection 1.1 is hereby deleted and replaced with the following:

**“1.1 Description of Premises and Condition**

Lessor hereby leases to Lessee a portion of the Building (“Leased Space”), as depicted in **Exhibit A** in the Art Tech Building. This will include the use of certain Common Areas, as also shown and described on **Exhibit A** (collectively the “Premises”), subject to the terms of this Lease. The Premises are leased in “As Is” condition. Lessee is responsible for insuring all of Lessee’s property and improvements located within the Premises.”

**1.1.1 Relocation to Kiva Building**

Subsection 1.1.1 is hereby deleted and replaced with the following:

“1.1.1 Deleted.”

## **1.2 Use of Common Areas**

Subsection 1.2 is hereby deleted and replaced with the following:

“1.2 Use of Common Areas

Lessor grants to Lessee the nonexclusive right to use, in common with Lessor, other tenants of the Building, and the public, the areas of the Premises designated by Lessor to be Common Areas, including the parking lot, walkways, streets, roadways, landscape areas, and other public conveniences (“Common Areas”), as depicted on **Exhibit A.**”

## **2. TERM**

Section 2 is hereby deleted and replaced with the following:

“This Lease shall be binding on the Parties as of July 1, 2022 (‘Effective Date’). The term of this Lease (the ‘Lease Term’) shall commence on the Effective Date, and shall continue thereafter for a period of four (4) years from the Effective Date (the ‘Expiration Date’). Thereafter, unless otherwise terminated, in writing, by Lessor or Lessee with thirty (30) days’ advance notice, the Lease will continue on a month-to-month basis for up to an additional twelve (12) months, unless a new lease term is agreed upon, in writing. Any Lease termination date earlier or later than the Expiration Date is referred to herein as the ‘Termination Date.’”

## **3. RENT**

### **3.2 Adjustments to Rent**

The last two sentences in Subsection 3.2 are hereby deleted.

## **4. EXHIBITS A-1 AND A-2 AND KIVA BUILDING**

Exhibit A-1 is renumbered as Exhibit A, which is attached hereto for reference. Exhibit A-2 is deleted. For avoidance of doubt, the parties agree that Lessee will not be able to relocate to the Kiva Building, as it was demolished by Lessor due to significant roof damage.

**5. ALL OTHER TERMS**

All of the other terms and conditions of the Lease shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Lease shall apply to this First Amendment.

Lessee and Lessor hereby agree to all provisions of this First Amendment.

**LESSEE:**

**CITY:**

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

EIN/Tax I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney  
City of Wilsonville, Oregon

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