

**RESOLUTION NO. 2130**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE EXECUTION OF A LETTER OF INTENT WITH THE WEST LINN/WILSONVILLE SCHOOL DISTRICT FOR THE PURPOSE OF EXCHANGING CITY PROPERTY WITH PROPERTY OWNED BY THE WEST LINN/WILSONVILLE SCHOOL DISTRICT FOR DEVELOPMENT AS SPORTS FIELDS.**

WHEREAS, The City needs approximately 10 acres of property in order to construct community sports fields to serve the Wilsonville community as identified in the City's Parks and Recreation Master Plan.; and

WHEREAS, the District needs approximately 10 acres of property in the Villebois Master Plan Area for the construction of a new elementary school and associated play fields to serve the growing Wilsonville population; and

WHEREAS, the City owns approximately 9.81 acres of property located within the Villebois Master Plan Area of Wilsonville identified as tax lots 1100 and 1101 on tax map 3S1W15 (the "City Property"); and

WHEREAS, the District owns approximately 40.11 acres of property identified as tax lots 2000, 2300, 2400, and 2500 on tax map 3S1E18 on the east side of Wilsonville near Wilsonville Road and Advance Road; and

WHEREAS, of this larger 40.11 acre parcel, a currently unidentified 10 acre portion will be partitioned by the District into a separate legal parcel, (the "District Property"); and

WHEREAS, the specific location and orientation of the District Property must be oriented to allow for legal and physical use as community sports fields and shall be established through mutual agreement of the City and the District as the outcome of joint site master planning efforts to be initiated and paid for by the District; and

WHEREAS, by exchanging the City Property for the District Property (the "Exchange") the City and the District can better meet their individual property needs and better serve the public; and

WHEREAS, it is assumed for the purpose of the Exchange that the value of the District Property, together with the added value of the District's construction of sports field

improvements on the City Property subsequent to the Exchange, will have a combined value equal to the value of the City Property and no further financial exchange or compensation between the City and the District is necessary to complete the Exchange; and

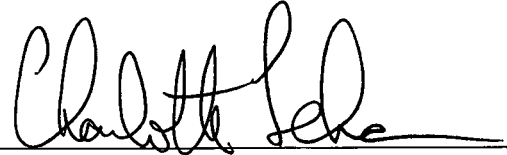
WHEREAS, the City and the District agree to work jointly to bring in to the Urban Growth Boundary and annex to the City the entire 40.11 acres owned by the District and identified above in addition to any tax lots not owned by the District but adjacent to the District property for which annexation may be logical; and

WHEREAS, upon completion of master planning efforts for the 40.11 acre property owned by the District and mutual agreement as to the location of the ten-acre parcel to be exchanged for the City Property, and legal creation of the District Property through a land partition process, and master planning efforts on the City Property to address community usage of the future school site, the District and the City will enter into a written agreement to transfer deeds for the respective properties and effect the Exchange by recording executed transfer deeds with Clackamas County.

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

1. The City Council authorizes the City Manager to enter into and execute on behalf of the City of Wilsonville a Letter of Intent between the City of Wilsonville and the West Linn/Wilsonville School District identified as Exhibit 1, attached hereto and incorporated herein by this reference, relating to an exchange of land between the parties.
2. City Staff and Attorneys are authorized and directed to work with the West Linn/Wilsonville School District in master planning efforts to identify the District Property as described above and subsequently, to effect the land exchange described above.
3. City Staff are authorized to execute the deed documents and other closing documents needed for the exchange of property.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7<sup>th</sup> day of July 2008, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:



Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

|                  |     |
|------------------|-----|
| Mayor Lehan      | Yes |
| Councilor Kirk   | Yes |
| Councilor Knapp  | Yes |
| Councilor Ripple | Yes |
| Councilor Nunez  | Yes |

List of Exhibits

Exhibit 1 - Letter of Intent

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**Exhibit 1**

**Villebois School Site and Advance Road School Site  
Letter of Intent  
Dated July \_\_\_\_, 2008**

This Letter of Intent is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the City of Wilsonville (the "City") and the West Linn/Wilsonville School District (the "District").

**BACKGROUND:**

The City needs approximately 10 acres of property in order to construct community sports fields to serve the Wilsonville community as identified in the City's Parks and Recreation Master Plan. The District needs approximately 10 acres of property in the Villebois Master Plan Area for the construction of a new elementary school and associated play fields to serve the growing Wilsonville population. This Letter of Intent outlines the basic terms under which the City and the District are prepared to exchange property (the "Exchange") to better meet each agency's property needs and better serve the public.

**NOW, THEREFORE,** the parties agree as follows:

**TERMS:****THE CITY PROPERTY:**

The City owns property identified as tax lots 1100 and 1101 on tax map 3S1W15 (the "land to be donated to the District by the City"). The land to be donated to the District by the City is approximately 9.81 acres and is located within the Villebois Master Plan Area of Wilsonville. The City is willing to exchange the land to be donated to the District by the City for land owned by the District.

**THE DISTRICT  
PROPERTY:**

The District owns property identified as tax lots 2000, 2300, 2400, and 2500 on tax map 3S1E18. This property is approximately 40.11 acres and is located on the east side of Wilsonville near Wilsonville Road and Advance Road. Of this

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larger 40.11 acre parcel, a currently unidentified 10 acre portion will be partitioned by the District into a separate legal parcel for the purpose of the Exchange (the "land to be donated to the City by the District"). The specific location and orientation of the land to be donated to the City by the District will be established through mutual agreement of the City and the District as the outcome of joint site master planning efforts to be initiated and paid for by the District. The land to be donated to the City by the District must be located and oriented to allow for legal and physical use as community sports fields.

## **CITY COSTS:**

The City will be responsible for fifty (50%) of the costs associated with recordation and closing of the Exchange. The City is also responsible for the costs of constructing and maintaining sports fields and other site improvements on the property it acquires from the District through the Exchange.

## **DISTRICT COSTS:**

The District will be responsible for fifty (50%) of the costs associated with recordation and closing of the Exchange. The District is also responsible for costs associated with master planning their 40-acre property and partition costs associated with creating the land to be donated to the City by the District. Additionally, the District is responsible for costs associated with master planning efforts for the land to be donated to the District by the City, costs of site development, construction and maintenance of the new elementary school and associated play fields on the property it acquires through the Exchange. Master planning efforts for the land to be donated to the District by the City shall be conducted as a joint effort by the District and the City and shall address community usage of the site.

## **PROPERTY VALUATION:**

It is assumed for the purpose of the Exchange that the land to be donated to the City by the District, in addition to the District's construction of sports field improvements on the land to be donated to the District by the City subsequent to the Exchange, will have a cumulative value equal to the value of the land to be donated to the District by the City. Beyond the construction of sports fields on land to

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be donated to the District by the City, together with the valuable consideration of promoting good will between the two agencies, no further financial exchange or compensation between the City and the District is necessary to complete the Exchange.

**THE EXCHANGE:**

Upon completion of master planning efforts for both the property to be donated to the City by the District and the property to be donated to the District by the City, in addition to mutual agreement as to the location of the specific ten acres to be donated to the City by District and legal creation of the tax lot to be donated to the City by the District through a partition process, the District and the City will enter into a written agreement to transfer deeds for the respective properties and effect the Exchange by recording executed transfer deeds with Clackamas County. The Exchange is not solely limited to the land exchange but may also include further negotiated agreements between the parties such as shared parking agreements, etc.

**ANNEXATION:**

The City and the District agree to work jointly to bring in to the Urban Growth Boundary and annex to the City the entire 40.11 acres owned by the District and identified above as the District Property.

**INFRASTRUCTURE:**

The City and the District agree that costs associated with necessary infrastructure improvements to serve the 30.11 acre remaining District-owned property on Advance Road subsequent to the exchange and the 10 acre property to be donated to the City by the District, also located on Advance Road, shall be paid for by each party to equitably reflect the benefit received by each property owner from the infrastructure improvements.

**SCHEDULE:**

Each party agrees to act in good faith in an effort to execute the Exchange by December 31, 2009. If the Exchange is not executed by December 31, 2009 and unless otherwise agreed to by the parties, the provisions of this Letter of Intent shall continue in effect until the Exchange is executed and the parties will continue to negotiate in good faith in an effort to deliver the Exchange as soon as possible.

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The West Linn/Wilsonville School  
District

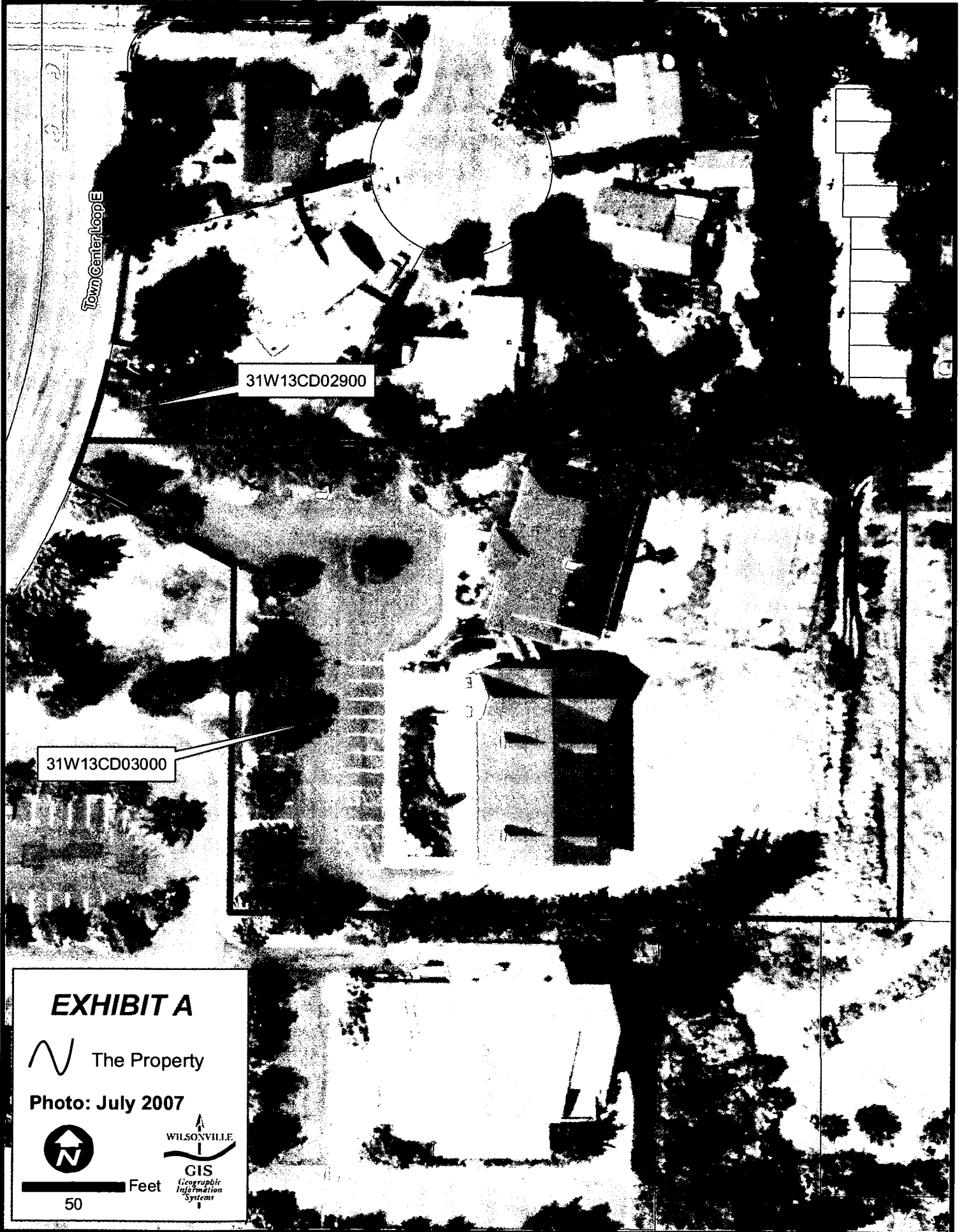
The City of Wilsonville

\_\_\_\_\_  
By: Roger Woehl

\_\_\_\_\_  
By: Arlene Loble

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Town Center Loop E

31W13CD02900

31W13CD03000

### EXHIBIT A

 The Property

Photo: July 2007

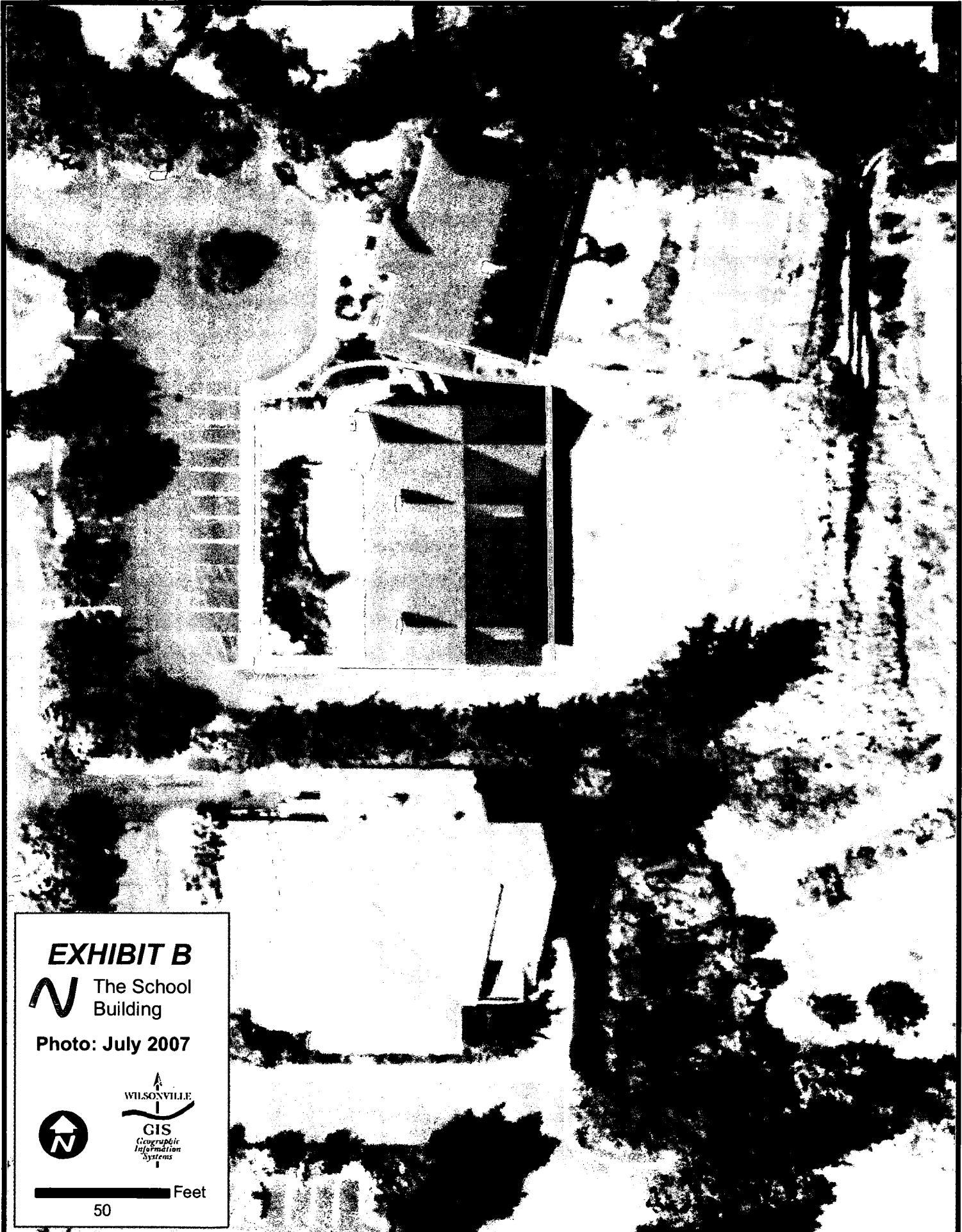


Feet

50







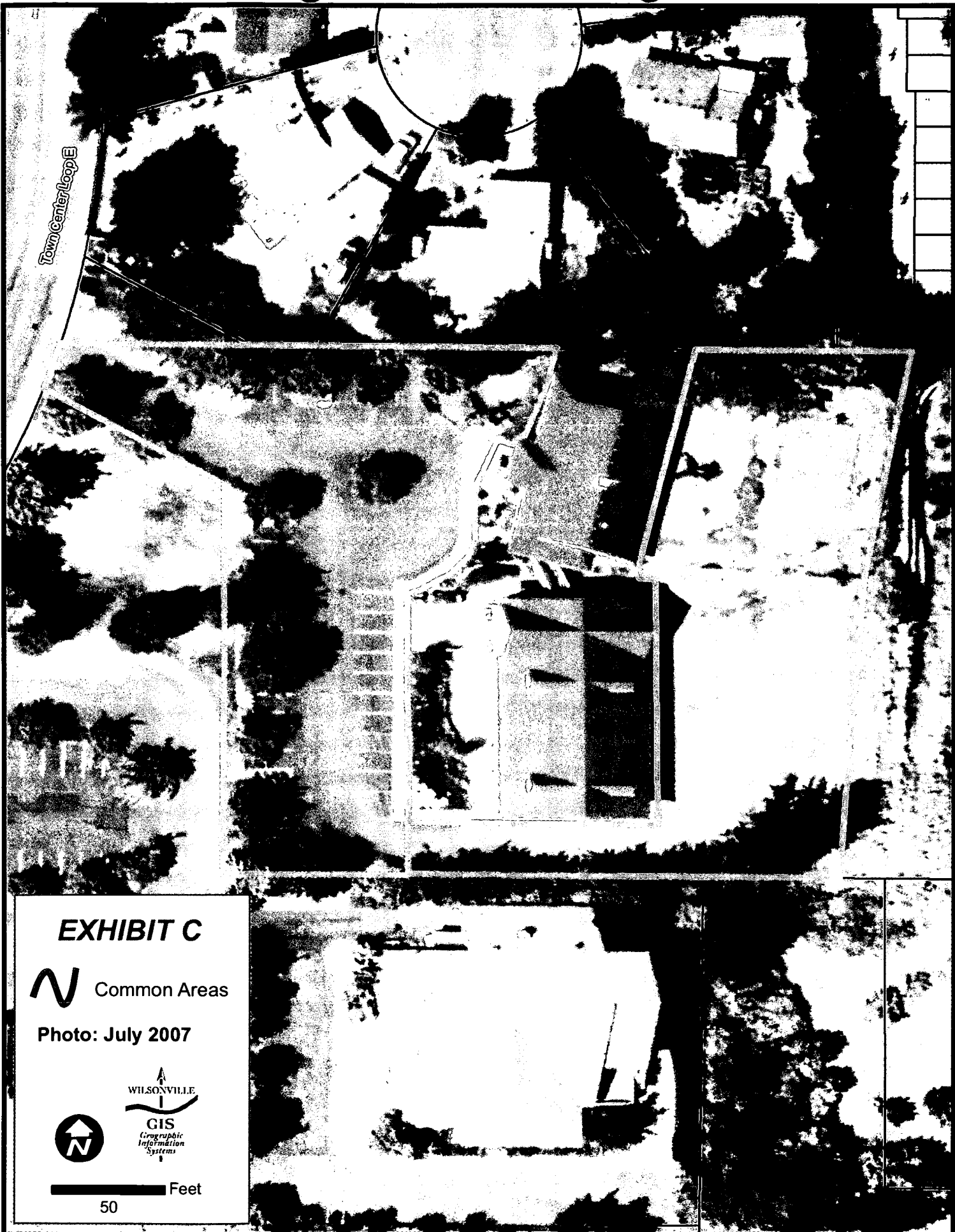
**EXHIBIT B**

**N** The School Building

Photo: July 2007



50 Feet



**EXHIBIT C**

**N** Common Areas

Photo: July 2007



50 Feet

**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT**


DATE: July 7, 2008  
TO: Mayor and Council Members  
FROM: Kristin Retherford, Urban Renewal Project Manager  
SUBJECT: Letter of Intent for property exchange with the West Linn/Wilsonville School District

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**Recommendation:** Staff recommends the City Council authorize the City Manager to enter into a Letter of Intent with the West Linn/Wilsonville School District to exchange property.

**Background:** The WLWV School District has agreed to enter into a Letter of Intent to exchange ten acres of land they own at their Advance Road site for approximately 10-acres of City-owned property on Tooze Road. The location and configuration of the 10 acres to be exchanged by the District for City property will be established during a joint master planning process and will be upon mutual agreement of the parties. In addition, the District agrees that their construction of sports field improvements on the property currently owned by the City will be considered necessary for creating equal property values for the exchange. Terms also include:

- The District shall pay for the master planning process and the plat partition needed to create the parcel to be exchanged.
- Recordation and closing costs for the exchange shall be shared equally.
- The exchange may also include further negotiated agreements, such as parking agreements.
- The City and District will work jointly to bring into the Urban Growth Boundary and annex to the City the entire 40.11 acres owned by the District.
- Costs associated with infrastructure improvements to serve the District's Advance Road property will be paid for by the parties equitably to reflect the benefit received by each property owner from the infrastructure improvements.
- Both parties will work in good faith to execute the exchange by December 31, 2009.

  
Kristin Retherford  
Urban Renewal Project Manager

7-7-08  
Date