



## Concept & Feasibility Grant Funding Contract

This Concept & Feasibility Grant Funding Contract (“Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_ (“Effective Date”) by and between the Sandy Urban Renewal Agency, hereinafter referred to as “Agency”, WRG Three Creeks Sandy LLC, (“Grantee”) and Paola Joycelyn D Trustee (“Owner”).

WHEREAS, the Agency has allocated funding for concept and feasibility grants for qualified projects within the Sandy Urban Renewal Area, providing matching grants of up to \$25,000 to support early-stage planning and feasibility work that prepares a project for construction, expansion, or private financing; and

WHEREAS, these concept and feasibility grants are limited to eligible planning, design, feasibility studies, engineering, permits, market analysis, and cost estimating, and funds cannot be used for ongoing operating expenses; and

WHEREAS, Grantee has applied to Agency for a grant wherein Grantee has proposed to use Agency funds for an appropriate governmental purpose authorized by and consistent with the City of Sandy Energize Sandy Concept & Feasibility Grant Program for Grantee’s Project (as hereinafter defined), and

WHEREAS, the Grantee’s Project will be located within the Sandy Urban Renewal Area; and

WHEREAS, it is the purpose of this Contract to set forth the terms under which Agency funds shall be provided to Grantee.

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. Location of Project. The proposed project will be located at the following address: 38015 US-26, Sandy, OR 97055 (the “Property”). The Property is legally described as follows:

**Taxlot Number:** 24E14AD01000      **Parcel Number:** 00667175

The Property is subject to a lease between the Grantee and the Owner.

2. Purpose of Grant Funding. The Grantee submitted a grant application to Agency setting forth the purposes for and uses of Agency funding related to the desired planning and feasibility work related to the Property, as further described in Exhibit A (the “Project”). This application and any related conditions of approval are attached hereto as Exhibit A and incorporated into herein by reference. All representations made by Grantee in this application are contractual obligations of Grantee, and funds provided by Agency pursuant to this Contract shall be used only for the purposes set forth in Exhibit A.
3. Agency Agreement to Fund Grant. Subject to Grantee’s compliance with the terms of this Contract, the representations contained in its grant application, and any conditions of approval, Agency agrees to provide Grantee funding according to this Contract’s terms and in an amount not to exceed twenty-five thousand dollars (\$25,000) (“Grant”) for the Project. As additional inducements for Agency to enter into this Contract, Grantee:

- Acknowledges that this Contract's term contract shall not exceed the life of Agency.
  - Authorizes any person or consumer reporting agency to complete and furnish to Agency's agents any information it may have or obtain in response to Agency's credit inquiries.
  - Authorizes Agency to provide information concerning its credit relationship to credit reporting agencies or other creditors.
4. Funding. Agency's obligations hereunder are expressly made subject to the availability of uncommitted funds on all dates anticipated for Agency payments of the Grant. If the Grant funds are not available on the anticipated date, but are expected in the future, Grant funding may be deferred until funds become available. Although Agency intends to fund the Concept & Feasibility grant program, and funds are currently committed to the program, Grantee acknowledges that any unpaid funds may be withdrawn from commitment or not be committed in the future as anticipated.
5. Consequences of Unauthorized Expenditure by Grantee.
- a. In the event that Grantee expends any Grant funds for a purpose outside of, or beyond that, set forth in this Contract, Agency may withhold any future Grant funding otherwise due Grantee under this Contract and Grantee shall be immediately obligated to repay Agency all Grant funds which have been expended for a purpose outside or beyond that set forth in the grant application or this Contract. Expenditures shall be subject to inspection annually by Agency auditors.
  - b. If Grantee does not repay Agency within 30 days of an unauthorized expenditure, or a longer period with Agency's written consent, Agency may exercise any and all equitable and legal rights available to it in order to compel repayment of the unauthorized expended Grant funds. As provided by law, Agency may lien the real Property to recover any Grant funds to which it is due. Grantee waives any right it may have to object to such a lien. Agency is entitled to its reasonable fees and costs in pursuing any action to recoup unauthorized expended funds, including attorney fees.
6. Project Completion. Grantee agrees to complete the Project described in Exhibit A. The Project shall be deemed complete when all planning, design, and feasibility deliverables described in Exhibit A have been completed and delivered to Agency. If necessary, Grantee may request in writing a six-month extension to complete the Project. Agency has the sole discretion to authorize such an extension.
7. Duty to Maintain. Grantee will retain all plans, studies, reports, and other deliverables produced with Grant funds for no less than five (5) years after Project completion and shall make such deliverables available to Agency upon request during that period. If Grantee fails to complete the project described in the deliverables within five (5) years of Project completion, Agency may, in its sole discretion, require Grantee to refund all or a portion of the Grant funds.
8. Consequences of Failing to Complete Project or Other Breach of this Contract. In the event that the Grantee fails to complete the Project, including any conditions of approval, described in Exhibit A within twelve (12) months of the Effective Date, or commits any other material breach of this Contract, all sums granted by the Agency must be immediately repaid to Agency by Grantee. If Grantee does not repay the Agency as set forth herein, the procedure set out in Section 5(b) above will apply.

9. Force Majeure: If Grantee completion of the Project is delayed by reason of weather, fire, strikes, Acts of God, or other unforeseeable circumstances beyond Grantee's reasonable control, Grantee shall be entitled to additional time to complete this Project equal to that lost by any or all of the above causes.
10. Invoice Requirement. Grant payments are only due from Agency upon receipt of a written invoice detailing Grantee's entitlement to payment and explaining the basis therefore. The following additional invoice requirements also apply:
- Grantee will provide Agency staff with all invoices and proofs of payment associated with the Project, and Agency will reimburse 50 percent of documented, eligible expenses to Grantee within 30 days of receiving Grantee's request, up to the Grant amount. Copies of invoices or receipts and canceled payment checks must be submitted. With the exception of the final Grant draw, Grant funds must be drawn in amounts of at least \$1,000.
  - Agency may physically inspect and review the finished Project to ensure that all elements have been satisfactorily completed. Agency has the discretion to determine whether or not Grantee complied with its obligations herein. Agency's determination on this matter is final and binding. The Project must be completed within twelve (12) months of the Effective Date.
  - Expenses incurred prior to the date of Agency signature on this Contract are not eligible for funding unless otherwise approved by Agency.
  - Only actual business expenditures or encumbrances for the Project are eligible for Grant reimbursement.
  - All construction and material supply contracts will be between Grantee and Grantee's contractors and suppliers. The Agency is not a party to these contracts by virtue of providing this financial assistance.
  - It is Grantee's sole responsibility to obtain all necessary regulatory reviews and approvals, including but not limited to land-use review, historic review, and requisite building permits. The Project must remain in compliance with all regulatory bodies and approval agencies. It will be Grantee's sole responsibility to resolve any regulatory issues. Grantee will comply with all federal, state and local laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality applicable to Grantee, the Property, the operation(s), occupancies and use(s) thereof, including all applicable health, safety, environmental and zoning laws
11. Special Provisions. In addition to compliance with all representations made in the grant application (Exhibit A), this Grant shall further be conditioned upon Grantee's compliance (and Owner's compliance, if applicable) with the following special conditions:
- Any deviation of work from the Project as submitted in Exhibit A must be preapproved in writing by Agency staff to be eligible for reimbursement.
  - Grantee will provide Agency with copies of all final plans, studies, reports, and other deliverables funded by this Grant.
  - If requested, Grantee will post two signs provided by Agency at a visible, protected location agreed to with Agency staff.
  - If requested, Grantee will present the findings of the feasibility work to Agency staff or the Urban Renewal Agency Board.
  - Grantee agrees that all deliverables produced with Grant funds may be retained by Agency for its records.

- If Grantee is a tenant, the Property Owner must consent to the Project and any related site access must be allowed under any applicable lease.
  - If applicable, Owner's signature herein shall serve as Owner's consent to the Project.
  - Any applicable lease or property agreement must be consistent with this Contract.
12. Insurance. Upon the Effective Date, Grantee shall provide the Agency with copies of insurance for the Property as follows: (a) A Commercial General Liability and Property Damage Insurance Policy in an amount not less than ONE MILLION and NO/ 100 Dollars (\$1,000,000.00), naming the Agency, the City of Sandy, and their respective officers, elected and appointed officials, employees and agents as additional insured; and (b) insurance against loss or damage to the Project and other tangible property (including the land) by fire and any of the risks covered under an "all risk" policy, with extended coverage and course of construction endorsements and with a standard lender's loss payable clause naming as beneficiary Agency in an amount not less than the full replacement value of the Project and any alterations or additions.
13. Other Obligations. Grantee will timely pay and discharge (before the same shall become delinquent) all taxes, indebtedness and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any whose validity or amount is being contested in good faith by Grantee in appropriate proceedings with adequate provision being made consistent with generally accepted accounting principles for the payment thereof if the contest is determined adverse to Grantee.
14. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with this Contract including, but not limited to, books of account and records on the expenditure of all Grant funds. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three (3) years after the Contract termination or expiration, or the date that all disputes, if any, arising under this Contract have been resolved. Grantee will permit Agency and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of Grant funds received from Agency. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. The obligations of this Section survive completion of the Project and any termination of this Contract.
15. Attorney's Fees. If the Agency prevails in a suit or action to enforce this Contract or seek damages for its breach, it is entitled to an award of its reasonable attorney fees including any incurred upon appeal.
16. Indemnification. Grantee covenants and agrees to indemnify, defend, and hold harmless Agency and the City of Sandy, their agents, officers, elected and appointed officials, and employees from any claim, demand, damage or expense (including reasonable attorney fees) resulting in any manner from the extension of grant funds from Agency to Grantee, any use of Agency funds by Grantee, and/or this Contract. Without limiting the general obligation of Grantee to indemnify Agency and the City of Sandy, by granting funds under this Contract Agency does not assert any interest in, endorse, or assume any liability for the Project's design, engineering, construction, use, operation or maintenance.
17. No Assignment. Grantee's obligations hereunder are not assignable or transferable without the

prior written consent of Agency, which consent is in Agency's sole and absolute discretion. Grantee's obligations under this Contract are binding upon any third-party assignee.

18. Interest. In the event Grantee fails to repay any money owed to Agency under this Contract or otherwise breaches any term, Grantee's obligation shall bear interest at nine (9) percent per year.
19. Tax Consequences. Agency makes no representations concerning the tax consequences to the recipient of any Agency grant or loan. Any questions in this regard should be resolved by the Grantee with his/her own tax professional.
20. Guarantee. The obligations of WRG Three Creeks Sandy LLC under this Contract are personally guaranteed by WRG Three Creeks Sandy LLC. By signing this Contract, WRG Three Creeks Sandy LLC acknowledges and accepts personal liability for all obligations set forth herein.
21. Third-Party Beneficiaries. This Contract is the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.
22. Governing Law. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract are in all respects to be governed by and determined in accordance with the laws of the State of Oregon without giving effect to any choice of law principles.
23. Venue. All legal proceedings brought in connection with this Contract may only be brought in the Circuit Court for Clackamas County, Oregon. Each party submits to the personal jurisdiction of that court.
24. Amendments. No amendment or other modification of this Contract will be valid unless it is reduced to a writing referencing this contract and is signed by the parties.
25. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party to enforce strict adherence to all terms of this Contract.
26. Severability. If any provision of this Contract is held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over it, the provision will be construed to make it enforceable and effective to the greatest extent permitted, and the remaining provisions of this Contract shall remain in full force and effect.
27. Construction. The paragraph and section headings used in this Contract are for convenience and ease of reference only, and do not affect scope, content or intent of this Contract. Any term referencing time, days or periods for performance are calendar days, unless otherwise expressly provided.
28. Counterparts. This Contract may be signed in two or more counterparts, each of which shall constitute an original, and both of which constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

DRAFT

**AGENCY:**

By: [AGENCY REPRESENTATIVE]

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**GRANTEE:**

By: WRG Three Creeks Sandy LLC

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: WRG Three Creeks Sandy LLC

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**OWNER (IF APPLICABLE):**

By: Paola Joycelyn D Trustee

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DRAFT**

**[EXHIBIT A]**

**EXHIBIT A**  
**Grant Application and Conditions of Approval**

**Grantee:** WRG Three Creeks Sandy LLC  
**Primary Contact:** Jake Whitney, Owner  
38015 US-26, Sandy, OR 97055  
Phone: (503) 998-6685  
Email: jacob6188@hotmail.com

**Project Address:** 38015 US-26, Sandy, OR 97055  
**Entity Type:** LLC **Year Established:** 2026  
**Grant Amount:** Twenty-five thousand dollars (\$25,000)  
**Total Project Cost:** \$50,000 **Matching Funds:** \$25,000

**Project Description**

The Project consists of early-stage planning and feasibility work for the expansion of Three Creeks Brewing Company into a restaurant and pub at 38015 US-26 in Sandy. The applicant proposes to revitalize an existing commercial building into a family-friendly gathering space featuring craft beer, food service, and private event areas. The total build-out is estimated at \$650,000–\$725,000. This grant funds the feasibility phase: architectural design, engineering, permitting, cost estimating, and related planning work necessary to prepare the project for construction and private financing.

**Eligible Uses of Grant Funds**

Grant funds shall be applied exclusively toward architectural design, engineering, feasibility studies, permitting, market analysis, and cost estimating expenses associated with the Project. The total estimated cost of these planning-phase activities is approximately \$50,000. The remaining project costs for construction and build-out shall be funded from the Grantee’s private sources.

**Funding Sources**

Owner cash (WRG Three Creeks Sandy LLC)	\$25,000
Agency Grant	\$25,000
<b>Total</b>	<b>\$50,000</b>

**Project Timeline**

Grant award	April 1, 2026
Design/feasibility completion	April 15, 2026
Permit issuance	May 1, 2026
Construction commencement	July 1, 2026
Project completion	August 1, 2026

**Conditions of Approval**

In addition to all terms and conditions set forth in the Contract, this Grant is subject to the following conditions:

1. Grant funds shall be used exclusively for architectural design, engineering, feasibility studies, permitting, market analysis, and cost estimating expenses as described herein.

2. Grantee shall provide copies of all deliverables funded by the Grant to Agency upon completion.
3. All construction shall comply with applicable federal, state, and local building codes, health and safety requirements, and zoning regulations.
4. If Grantee is a tenant, Grantee shall provide evidence of landlord authorization for the Project prior to the first draw of Grant funds.
5. The completed feasibility work shall conform to the project description set forth in this Exhibit A.

### **Certifications**

Grantee certifies that all information provided in the grant application is accurate and true to the best of Grantee's knowledge. Grantee authorizes the City of Sandy to verify any information provided in connection with this application and acknowledges that Grant funds must be used solely for eligible project purposes as set forth herein and in the Contract.