

EXHIBIT A

SYSTEMS DEVELOPMENT CHARGES REFUND AGREEMENT

This Systems Development Charges Refund Agreement (“Agreement”) is made and entered into this ____ day of _____ 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Coffee Creek Logistics Holdings, LLC**, a Delaware limited liability company (“Applicant”). The City and Applicant are collectively referred to herein as the “Parties.”

RECITALS

A. Pursuant to City requirements, Applicant paid Water Systems Development Charges (“WSDCs”) in the total amount of SEVENTY-ONE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$71,999) and Sewer Systems Development Charges (“SSDCs”) in the amount of SIXTY-THREE THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS AND TWENTY-EIGHT CENTS (\$63,558.28) contemporaneously with the issuance of building permit nos. LEBB20-0452 and BLDC22-0004 for Applicant’s planned warehouse and manufacturing facility (“Development”), to be located in Wilsonville, Oregon.

B. Applicant has requested a refund of WSDCs and SSDCs that are credit eligible under the terms of Wilsonville Code (“WC”) 11.000 et seq.

C. The City has sole discretion of whether to issue a systems development charges (“SDC” or “SDCs”) refund check to a developer in lieu of SDC credits pursuant to WC 11.100(6)(b).

D. Given Applicant’s unique Development, and considering that Applicant’s use of WSDC and SSDC credits in the future is unlikely, the City is willing to provide a refund check for WSDCs and SSDCs, up to the amount paid by Developer for each, in lieu of issuing credits for WSDCs and SSDCs. Applicant is not entitled to any SDC credits other than WSDCs and SSDCs.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above Recitals by reference herein, Applicant and the City agree as follows:

AGREEMENT

1. SDC Refund. The City agrees to refund to Developer WSDCs in the amount of SIXTY-NINE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$69,975) (“WSDC Refund”), which the Parties agree represents the total amount of WSDC credits that Applicant would otherwise be entitled to receive. The City further agrees to refund to Developer SSDCs in the amount of FORTY-EIGHT THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$48,352) (“SSDC Refund”), which the Parties agree represents the total amount of SSDC credits that Applicant would otherwise be entitled to receive.

2. Issuance of SDC Refund Check. The City will issue a check representing the WSDC Refund and the SSDC Refund within thirty (30) days of the Effective Date.

3. Subcontractors and Suppliers. Applicant hereby certifies that it has paid, in full, all subcontractors and suppliers who performed work, supplied services, or provided materials for the SDC credit-eligible projects built as part of Applicant's development, and further certifies that there are no disputed claims related thereto.

4. Miscellaneous Provisions.

4.1. Integration. This Agreement contains the entire and integrated agreement between the Parties regarding SDC credits and supersedes all prior written or oral discussions, representations, or agreements regarding the same. In case of conflict among this Agreement and any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

4.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

4.3. No Assignment. This Agreement cannot be assigned.

4.4. Governing Law/Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court, Oregon.

4.5. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the Parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

4.6. Modification. This Agreement may not be modified except by written instrument executed by Applicant and the City.

4.7. Interpretation. As a further condition of this Agreement, the City and Applicant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party.

4.8. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the Parties.

4.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

4.10. Authority. Each party signing on behalf of Applicant and the City hereby warrants actual authority to bind their respective party.

IN WITNESS WHEREOF the City and Applicant caused this Agreement to be executed by its duly authorized undersigned officer or agent on the date hereinabove first written.

Coffee Creek Logistics Holdings, LLC

City of Wilsonville

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney