



August 20, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**EXECUTION OF PURCHASE AND SALE AGREEMENT AND DEED TO PARROTT  
CREEK CHILD AND FAMILY SERVICES, INC.**

<b>Purpose/Outcomes</b>	To approve conveyance of real property to Parrott Creek Child and Family Services, Inc.
<b>Dollar Amount and Fiscal Impact</b>	Consideration for donation is \$1.00 and the avoidance of long-term maintenance and repair obligations, as well as other potential future liabilities.
<b>Funding Source</b>	Not applicable.
<b>Duration</b>	Not applicable.
<b>Previous Board Action</b>	The Board has had numerous occasions to discuss the status and disposition of the Parrott Creek property.
<b>Strategic Plan Alignment</b>	The transfer of the Parrott Creek property aligns with the County's strategic priorities: Build public trust through good government and ensure safe, healthy and secure communities
<b>Counsel Review</b>	Approved as to form on 7/16/2020. ARN.
<b>Procurement Review</b>	Inapplicable. Real property transaction outside of procurement.
<b>Contact Person</b>	Gary Schmidt, County Administrator

**Background:**

Parrott Creek is a residential program for teenaged boys that have been involved in the juvenile justice system. The property was acquired as a result of a 1968 levy. The levy authorized \$190,000 for the "acquisition of property, construction, and first-year of operation of a residential ranch facility for boys on need of removal from home but amendable to treatment in community rather than placement at the State Training School."

The Parrott Creek property is approximately 78 acres. However, tax records indicate 32 acres used for Parrott Creek Ranch itself, and that the lower portion is a separate parcel. The parcels are bisected by Parrott Creek. The County owns the entire piece of property.

Clackamas County has leased certain real property (the “Property”) to Parrott Creek Child and Family Services, Inc. (“Parrott Creek”) since approximately 1984. Parrott Creek has used the Property to deliver youth and family support services to residents of Oregon and Clackamas County.

Under the terms of the 1984 agreement, Parrott Creek “agrees to maintain supervision of the use of the property to the end that any need for repair by PCR or County is identified in a timely fashion and addressed before further deterioration of the property occurs” and “agrees to replace and repair the property as necessary when activities at the Ranch produce damages other than normal wear and tear which might be expected to come from the exposure of this property to the elements or to the residence of teenagers;” and to “maintain the property to accommodate normal wear and tear.”

The County’s obligations include the following: “The County shall dedicate this property to the uses intended by the enabling ballot measure” and that the “County acknowledges that it holds the subject property in trust for the citizens of the county for use in accord with enabling ballot measure.

Clackamas County has incurred significant time and expense maintaining the facilities on the Property. A previously performed site assessment indicated significant work is necessary to perform required repairs and upgrades to the facilities. If the County retained ownership of the Property, it anticipates that it will incur significant costs and liabilities as a result of the necessary maintenance and repairs that are needed to continue to operate the Property.

Parrott Creek has represented it has and will continue to raise funds to perform the necessary repairs and upgrades to the facilities.

By conveying the Property, the County will save significant future expenses arising from the lease, maintenance, and repair to the facilities. The County will also avoid or mitigate potential liabilities that may arise by virtue of holding title to the Property, whether as a result of environmental contamination or otherwise. While there will be only nominal monetary consideration for the conveyance, the benefit to the County is reflected in the future cost savings as well as the facilitation of Parrott Creek obtaining funds to perform necessary repairs and upgrades.

The County has engaged in extensive negotiations with Parrott Creek regarding the terms and conditions under which the County may donate the Property. The purchase and sale agreement and accompanying deed are the results of those negotiations. Under the agreement, Parrott Creek has committed to continued use of the Property for purposes of providing residents of Oregon and Clackamas County youth and family support services.

The deed conveying title to Parrott Creek will also contain a reversionary clause providing that if Parrott Creek, its successors or assigns, uses the Property for any purpose other than providing social services and child care services, including but not limited to education, training, counseling, health and mental health services and the provision of facilities and administrative services to support social services and child care services, then title shall revert to the County.

These conditions sufficiently protect the County's interest in preserving the Property's continued use for providing youth and family support services.

**Recommendation:**

Staff recommends the Board of County Commissioners approve the conveyance of the Property to Parrott Creek and execute the negotiated purchase and sale agreement and deed.

Respectfully submitted,

A handwritten signature in blue ink that reads "Gary Schmidt".

Gary Schmidt,  
County Administrator

Attachments:  
Purchase and Sale Agreement  
Statutory Special Warranty Deed

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated effective as of the last date of execution by a party (the “**Effective Date**”), is by and between County of Clackamas, a political subdivision of the State of Oregon (“**Seller**”) and Parrott Creek Child and Family Services, Inc., an Oregon non-profit corporation (“**Buyer**”).

### **Background**

Buyer leases from Seller the following real property (the “**Property**”):

The North one-half of the Southeast one-quarter of Section 30, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and state of Oregon.

EXCEPTING THEREFROM that portion conveyed by Clackamas County, Oregon, a political subdivision of the State of Oregon, to William Blacklaw by County Deed recorded December 15, 1986 as Recorder's Fee No. 86-049981, and described as follows:

The North 40 feet of the Northeast one-quarter of the Southeast one-quarter of Section 30, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM all of that property lying Westerly of the Southerly extension of the Easterly line of County Road No. 224.

Seller desires to sell, and Buyer desires to purchase, the Property pursuant to the terms of this Agreement. This Agreement also sets forth other agreements between Seller and Buyer related to the Property. Buyer currently leases the Property from Seller under an agreement dated as of October 18, 1984 (the “**Existing Agreement**”).

### **Agreement**

For valuable consideration, including the covenants, terms and conditions set forth below, Seller and Buyer have agreed as follows:

1. **Sale and Purchase of Property.** Subject to the terms of this Agreement, Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, the Property.

2. **Price; Payment.** The purchase price for the Property is one dollar (\$1.00) (the “**Purchase Price**”). The Purchase Price is hereby paid to Seller by check upon mutual execution and delivery of this Agreement by both parties.

3. **Title.** Title to the Property will be delivered to Buyer by statutory special warranty deed in the form of attached Exhibit A (the “**Deed**”), subject only to the title

exceptions listed on the Deed (the “**Permitted Exceptions**”). Seller hereby delivers to Buyer the signed and acknowledged Deed. Buyer will have the Deed recorded in the real estate records of County of Clackamas, State of Oregon, promptly following execution and delivery of this Agreement by both parties.

4. **Expenses.** Buyer will pay the cost of recording the Deed and any transfer, excise or documenting stamp taxes. Each party will bear its own attorney fees in connection with this Agreement.

5. **Possession.** Buyer will be entitled to possession of the Property immediately.

6. **Condition of Property; Existing Agreement.** Buyer has occupied the Property since 1984 under the Existing Agreement. Buyer accepts and has executed this Agreement on the basis of its own examination and knowledge of the Property. Buyer acknowledges that, except as set forth in this Agreement or the Deed, Seller has made no representations, warranties, or other agreements concerning matters relating to the Property, including without limitation the environmental condition thereof, that Seller has made no agreement or promise to alter, repair, or improve the Property, and that Buyer takes the Property in the condition, known or unknown, with all defects, existing at the Effective Date, AS-IS and where-is. Without limitation of the foregoing, both parties acknowledge that the Existing Agreement is terminated upon recordation of the Deed and neither party will have any further obligations under the Existing Agreement thereafter.

7. **Assistance with Permits and Zoning Variances.** Seller will, to the maximum extent permitted under applicable law, cooperate with Buyer to timely obtain needed Clackamas County permits and zoning variances to accomplish Buyer’s renovations and construction of buildings located on the Property. Provided, however, Seller is specifically not committing itself with respect to any final agency action relating to permits, zoning variances, or other governmental approvals that are or may be required.

8. **Continued Use of the Property; Capital Fund Raising Campaign.** Buyer will continue to use the Property in furtherance of its mission of providing to residents of Oregon and Clackamas County youth and family support services, including but not limited to education, training, counseling, health and mental health services and the provision of facilities and administrative services to support youth and family social services. Buyer’s youth and family support services include, but are not limited to, current or future community based family support services. Buyer has and will continue to conduct a capital campaign to raise funds to perform needed repairs to buildings currently on the Property.

9. **Buyer’s Representations.** Buyer represents and warrants to Seller as follows:

9.1 Buyer is duly organized and validly existing under the laws of the state of Oregon.

9.2 Buyer has the requisite authority to execute and deliver this Agreement and perform its obligations under this Agreement and any documents to be entered into by Buyer pursuant to this Agreement.

9.3 This Agreement and any documents to be entered into by Buyer pursuant to this Agreement are the valid and binding obligations of Buyer, enforceable against it in accordance with their terms except as enforceability may be limited by general enforceability exceptions.

9.4 Buyer's execution and delivery of this Agreement and any documents to be entered into by Buyer pursuant to this Agreement will not conflict with Buyer's organizational documents, any agreement to which Buyer is a party, or any law applicable to Buyer.

9.5 Buyer is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

10. **Seller's Representations.** Seller represents and warrants to Buyer as follows:

10.1 Seller has the requisite authority to execute and deliver this Agreement and perform its obligations under this Agreement and any documents to be entered into by Seller pursuant to this Agreement.

10.2 This Agreement and any documents to be entered into by Seller pursuant to this Agreement are the valid and binding obligations of Seller, enforceable against it in accordance with their terms except as enforceability may be limited by general enforceability exceptions.

10.3 Seller's execution and delivery of this Agreement and any documents to be entered into by Seller pursuant to this Agreement will not conflict with any agreement to which Seller is a party, or any law applicable to Seller.

10.4 Seller is the sole record and beneficial owner of the Property and all other property transferred to Buyer under this Agreement, all of which property is free and clear of any liens or encumbrances granted or permitted by Seller, subject only to the Permitted Exceptions.

## 11. **General.**

(a) **Notices.** All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered

mail, return receipt requested, or by reputable overnight carrier, to the appropriate party at its address set forth below.

If to Seller: County of Clackamas, State of Oregon  
2015 Kaen Road  
Oregon City, OR 97045  
Attn: Clackamas County Administrator

If to Buyer: Parrott Creek Child and Family Services, Inc.  
1001 Molalla Ave., Suite 209  
Oregon City, OR 97045

Either party may, by written notice, designate a different address for purposes of this Agreement. A copy of any notice to Seller shall also be simultaneously emailed to Kurt Ruttum at kurt.ruttum@tonkon.com and any notice to Buyer shall also be simultaneously emailed to Andrew Naylor at anaylor@clackamas.us.

(b) **Time is of the Essence.** Time is of the essence of this Agreement and each provision hereof.

(c) **Binding Effect.** This Agreement will be binding upon and will inure to the benefit of Seller, Buyer and their respective heirs, personal representatives, successors and permitted assigns.

(d) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

(e) **Further Acts.** The parties agree to execute and deliver such additional documents, and perform such additional acts, as may be reasonably required to carry out the transaction provided for in this Agreement.

(f) **Survival.** All covenants and conditions contained in this Agreement which may involve performance subsequent to the Effective Date will survive the transfer of the Property to Buyer pursuant to the Deed.

(g) **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

(h) **Entire Agreement.** This written Agreement sets forth the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior negotiations, discussions, agreements and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

(i) **Governing Law; Venue.** This Agreement will be governed by Oregon law, without giving effect to conflict of law principles. Any disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the Oregon state courts located in Clackamas County, Oregon.

(j) **Limitation of Liabilities.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for any indirect, incidental, consequential or special damages under this Agreement.

(k) **Counterparts.** This Agreement may be executed in counterparts. Facsimile and pdf signatures will be valid for all purposes of this Agreement.

(l) **Land Use Disclaimer.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature page follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby, as of the Effective Date.

SELLER: COUNTY OF CLACKAMAS, STATE OF OREGON

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

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

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

Date: \_\_\_\_\_, 2020

BUYER: PARROTT CREEK CHILD AND FAMILY SERVICES, INC.

By:  \_\_\_\_\_  
Simon Fulford, Executive Director

Date: August 7, 2020

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby, as of the Effective Date.

SELLER: COUNTY OF CLACKAMAS, STATE OF OREGON

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

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

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

Date: \_\_\_\_\_, 2020

BUYER: PARROTT CREEK CHILD AND FAMILY SERVICES, INC.

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

Simon Fulford, Executive Director

Date: \_\_\_\_\_, 2020

**EXHIBIT A**  
Form of Deed

**After recording return to and  
until a tax change is requested, all  
tax statements shall be sent to:**

**Parrott Creek Child and Family Services, Inc.  
1001 Molalla Ave., Suite 209  
Oregon City, OR 97045**

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**STATUTORY SPECIAL WARRANTY DEED**

COUNTY OF CLACKAMAS, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, (“Grantor”), conveys and specially warrants to PARROTT CREEK CHILD AND FAMILY SERVICES, INC. (“Grantee”), all right, title and interest in and to the following described real property (the “Property”), free of encumbrances created or suffered by the Grantor, except as specifically set forth in attached Schedule 1 and except for the revisionary interests described below:

The North one-half of the Southeast one-quarter of Section 30, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and state of Oregon.

EXCEPTING THEREFROM that portion conveyed by Clackamas County, Oregon, a political subdivision of the State of Oregon, to William Blacklaw by County Deed recorded December 15, 1986 as Recorder's Fee No. 86-049981, and described as follows:

The North 40 feet of the Northeast one-quarter of the Southeast one-quarter of Section 30, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM all of that property lying Westerly of the Southerly extension of the Easterly line of County Road No. 224.

The true and actual consideration for this conveyance is \$1.00.

Grantor retains a reversionary right in the Property that may only be exercised if Grantee, its successors or assigns, uses the Property for any purpose other than providing social services and child care services, including but not limited to education, training, counseling, health and mental health services and the provision of facilities and administrative services to support social services and child care services (the “Permitted Uses”). If Grantee, its successors or assigns, uses the Property for any purpose other than one or more of the Permitted Uses, Grantor may provide Grantee, its successors or assigns,

one hundred eighty (180) days' written notice of such a breach with an opportunity to cure. If Grantee, its successors or assigns, fails to cure such breach within such 180-day period, title to the Property shall revert to Grantor by operation of law immediately following the entry of a final nonappealable decision by a court of competent jurisdiction that Grantee, its successors or assigns, is using the Property for any purpose other than one or more of the Permitted Uses.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Executed to be effective \_\_\_\_\_, 2020.

[Remainder of page intentionally blank; signature follows]

**GRANTOR:**

COUNTY OF CLACKAMAS, STATE OF OREGON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, acting in his or her capacity as the \_\_\_\_\_ of County of Clackamas, State of Oregon, on behalf of said county.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGED BY GRANTEE:**

PARROTT CREEK CHILD AND FAMILY SERVICES, INC.

By: \_\_\_\_\_  
Simon Fulford, Executive Director

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2020 by Simon Fulford, acting in his capacity as the Executive Director of Parrott Creek Child and Family Services, Inc.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## SCHEDULE 1

### Permitted Exceptions

1. Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Parrot Creek.
  
2. Easement for the purpose shown below and rights incidental thereto, as granted in a Deed:  
Granted to: Adjoining property owner  
Purpose: Ingress and egress  
Recording Date: December 15, 1986  
Recording No.: 86-049981  
Affects: A 40 foot wide strip through the Northwesterly portion
  
3. Easement for the purpose shown below and rights incidental thereto, as granted in a document:  
Granted to: Canby Telephone Association, an Oregon corporation  
Purpose: Telephone service facilities  
Recording Date: July 25, 2001  
Recording No.: 2001-058501  
Affects: Exact location not disclosed

099997/32527/11051479v9

**After recording return to and  
until a tax change is requested, all  
tax statements shall be sent to:**

**Parrott Creek Child and Family Services, Inc.  
1001 Molalla Ave., Suite 209  
Oregon City, OR 97045**

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## **STATUTORY SPECIAL WARRANTY DEED**

COUNTY OF CLACKAMAS, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, (“Grantor”), conveys and specially warrants to PARROTT CREEK CHILD AND FAMILY SERVICES, INC. (“Grantee”), all right, title and interest in and to the following described real property (the “Property”), free of encumbrances created or suffered by the Grantor, except as specifically set forth in attached Schedule 1 and except for the revisionary interests described below:

The North one-half of the Southeast one-quarter of Section 30, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and state of Oregon.

EXCEPTING THEREFROM that portion conveyed by Clackamas County, Oregon, a political subdivision of the State of Oregon, to William Blacklaw by County Deed recorded December 15, 1986 as Recorder's Fee No. 86-049981, and described as follows:

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EXCEPTING THEREFROM all of that property lying Westerly of the Southerly extension of the Easterly line of County Road No. 224.

The true and actual consideration for this conveyance is \$1.00.

Grantor retains a reversionary right in the Property that may only be exercised if Grantee, its successors or assigns, uses the Property for any purpose other than providing social services and child care services, including but not limited to education, training, counseling, health and mental health services and the provision of facilities and administrative services to support social services and child care services (the “Permitted Uses”). If Grantee, its successors or assigns, uses the Property for any purpose other than one or more of the Permitted Uses, Grantor may provide Grantee, its successors or assigns, one hundred eighty (180) days’ written notice of such a breach with an opportunity to cure. If Grantee, its successors or assigns, fails to cure such breach within such 180-day period, title to the Property shall revert to Grantor by operation of law immediately following the entry of a final nonappealable decision by a court of competent jurisdiction that Grantee, its

successors or assigns, is using the Property for any purpose other than one or more of the Permitted Uses.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Executed to be effective \_\_\_\_\_, 2020.

[Remainder of page intentionally blank; signature follows]



**GRANTOR:**

COUNTY OF CLACKAMAS, STATE OF OREGON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, acting in his or her capacity as the \_\_\_\_\_ of County of Clackamas, State of Oregon, on behalf of said county.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGED BY GRANTEE:**

PARROTT CREEK CHILD AND FAMILY SERVICES, INC.

By: \_\_\_\_\_  
Simon Fulford, Executive Director

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2020 by Simon Fulford, acting in his capacity as the Executive Director of Parrott Creek Child and Family Services, Inc.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## SCHEDULE 1

### Permitted Exceptions

1. Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Parrot Creek.
  
2. Easement for the purpose shown below and rights incidental thereto, as granted in a Deed:  
Granted to: Adjoining property owner  
Purpose: Ingress and egress  
Recording Date: December 15, 1986  
Recording No.: 86-049981  
Affects: A 40 foot wide strip through the Northwesterly portion
  
3. Easement for the purpose shown below and rights incidental thereto, as granted in a document:  
Granted to: Canby Telephone Association, an Oregon corporation  
Purpose: Telephone service facilities  
Recording Date: July 25, 2001  
Recording No.: 2001-058501  
Affects: Exact location not disclosed

039463\00014\11415301v1