



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

Kia Selley, Director
North Clackamas Parks and Recreation District
3811 SE Concord Road
Milwaukie, OR 97267

October 17, 2024

BCC Agenda Date/Item: _____

North Clackamas Parks and Recreation District Board of Directors

Approval of a Purchase and Sale Intergovernmental Agreement with Clackamas County for the sale of the property at 15301 SE 92nd Avenue, Clackamas. Sale price is \$3,500,000. Funding is through Supportive Housing Services, Community Mental Health Program and American Rescue Plan Act funds. No County General Funds are involved.

Previous Board Action/Review	Issues Meetings: June 25 and September 10, 2024 Policy Session: August 7, 2024 Briefed at Issues 10/15/2024		
Performance Clackamas	Ensure safe, healthy, and secure communities		
Counsel Review	Yes	Procurement Review	No
Contact Person	Kia Selley	Contact Phone	971-337-6867

EXECUTIVE SUMMARY: In April 2023, the Clackamas County Board of Commissioners approved a resolution focused on recovery for individuals with substance abuse or mental illness challenges who are houseless. As a result of the alarming drug crisis – fueled by fentanyl and other dangerous drugs – the Board decided to focus its attention on substance use disorders for people who are housed or houseless. This framework evolved into a call to action that led the Board to host the Clackamas Addictions Recovery Summit in September 2023 with experts from Oregon, Canada, California, and Texas. A key recommendation from the panelists was: **Create a Recovery-Oriented Center/Campus** that includes the full continuum of care.

Clackamas County staff recommend a campus model with all services provided in a single location. There is little inventory in the County for such an arrangement; however, the site of the former Clackamas elementary school (15301 SE 92nd Avenue, Clackamas), currently owned by the North Clackamas Parks and Recreation District (NCPRD), is well suited for this purpose. The 6+acre site allows for the development of both treatment and housing facilities as well as provides space for other recovery supported activities.

To further these goals, staff is recommending execution of a purchase and sale intergovernmental agreement (IGA) authorizing the conveyance of the 15301 SE 92nd Avenue, Clackamas property from NCPRD to Clackamas County. Approval of the IGA enables the County to purchase the subject property from the NCPRD to develop a Recovery Center for people with substance use disorders.

RECOMMENDATION: Staff recommends that the NCPRD Board of Directors approve the IGA and authorize any delegation of authority as may be requested to complete this transaction.

Respectfully submitted,

Kia Selley, RLA

NCPRD Director

For Filing Use Only

PURCHASE AND SALE INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“Buyer”), a political subdivision of the State of Oregon, and the North Clackamas Parks and Recreation District (“Seller”), a political subdivision of the State of Oregon, collectively referred to as the “Parties” and each a “Party.”

Whereas Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Whereas ORS 190.020 provides that intergovernmental agreements may provide for the transfer of title to real property.

Buyer is purchasing the subject property from Seller to develop a recovery center for people with substance use disorders.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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, real estate located in Clackamas County, State of Oregon, at 15301 SE 92nd Avenue, Clackamas, Oregon, legally described in Exhibit A, attached hereto and incorporated by this reference herein, consisting of approximately 6.3 acres and including all fixtures and equipment and any appurtenances, easements or entitlements together with and subject thereto (the “Property”).

2. **Price; Payment.** The purchase price for the Property is three million five hundred thousand dollars (\$3,500,000) (the “**Purchase Price**”). The Purchase Price is payable in cash at closing.

3. **Title.** Title to the Property will be delivered to Buyer by statutory warranty deed in substantially the form of attached Exhibit B (the “**Deed**”), attached hereto and incorporated by this reference herein, subject only to the title exceptions listed on the Deed (the “**Permitted Exceptions**”). Upon satisfaction of all conditions of this Agreement, Seller will deliver 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 upon Closing, as defined below.

6. **Title Review.** Buyer will obtain a preliminary title report or lot book from a title company of its choosing (the "Title Report"). Buyer shall have thirty (30) days after receipt of the Title Report (the "Title Review Period") to review the Title Report and surveys (whether provided by Seller or otherwise obtained). If Buyer objects to any matters in the Title Report or surveys, Buyer shall notify Seller in writing within the Title Review Period. Seller shall notify Buyer in writing of the items Seller agrees to cure, if any. If Seller fails to timely notify Buyer of its decision, it shall be deemed that Seller has elected not to cure any of said items. If Seller refuses to cure any matters as to which Buyer has objected, Buyer may elect to (a) accept such encumbrances which Seller refuses to cure ("Permitted Exceptions") or (b) terminates this Agreement.

6.1 Regardless of whether Buyer objects to any matter appearing in the Title Report or surveys, in all events, at Closing Seller shall pay and release all amounts secured by mortgages, deeds of trust, taxes, or other liens on the Property unless created by or on behalf of Buyer ("Monetary Liens") and terminate all existing tenancies or rights to possession of the Property ("Tenancy Rights") not agreed to in writing by Buyer

7. **Termination Prior to Closing.** At any time prior to Closing, as defined below, the Buyer may, for any reason in its sole and absolute discretion, terminate this Agreement in writing to Seller.

8. **Rezoning of the Property.** Buyer and Seller will cooperate, in good faith, to rezone the Property for the use and operation of a recovery center, which is the intended purpose of Buyer purchasing 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.

9.6 Buyer agrees to use the property for a public purpose for a period of not less than 20 years consistent with ORS 271.330. The parties agree operation of a recovery center, whether by Buyer or a third party, constitutes a public purpose.

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.

10.5 Seller has no actual knowledge of, and has not received any notices of, any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property.

10.6 Except as disclosed to Buyer in writing, there are no unrecorded and binding leases, agreements, options, contracts, or rights of first refusal affecting or relating to the Property in any way.

10.7 Legal Access. To the best of Seller's knowledge, the Property has insurable vehicular access to a public road.

10.8 Hazardous Substances. For purposes of this Agreement, the phrase "Hazardous Substances" shall include but not be limited to the substances defined in ORS 465.200. Seller warrants, represents, and covenants as follows:

- To the knowledge of Seller, and except as noted in the Cascade Heights Facility Assessment dated November 17, 2023, and Cascade Heights Campus Appraisal dated May 31, 2024, there are no Hazardous Substances in, upon, or buried on or beneath the Property and no Hazardous Substances have been emitted or released from the Property in violation of any environmental laws of the federal or state government;
- To the knowledge of the Seller, no Hazardous Substances have been brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from or on the Property, in violation of any environmental laws of the federal or state government;
- To the knowledge of Seller, no previously undisclosed underground storage tanks are located on the Property, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and Seller agrees not to cause or permit any such tanks to be installed in the Property before Closing;
- To the knowledge of Seller, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;
- The Property has never been used for a landfill, dump site, underground improvements, storage of hazardous or regulated substances, or by a manufacturer of any product or for any other industrial use, nor is the Property subject to any wetlands or other environmental limitation;
- The Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;
- The Seller has not transferred Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the Seller's knowledge, no other person has transferred Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and
- There are no proceedings, administrative actions, or judicial proceedings pending or, to the best of Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

10.9 Contracts, Leases, Rights Affecting Property. Seller has not entered into, and will not enter into, any other contracts for the sale of the Property, nor do there exist nor will there be any rights of first refusal, options to purchase the Property, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights or agreement, written or oral, express or implied, which in any way affect or encumber the Property or any portion thereof. The Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions, relating to the Property, and to Seller's knowledge no such rights encumber the Property, and will not through Closing.

10.10 No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property, or any portion thereof or Seller's interest therein, or pending or threatened against Seller which could affect Seller's right or title to the Property, or any portion thereof, or affect the value of the Property or any portion thereof, or subject an owner of the Property, or any portion thereof, to liability.

10.11 Mechanics and Other Liens. No work on the Property has been done or will be done, or materials provided, giving rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property or any portion thereof, excepting the work contemplated in the Development Agreement.

10.12 Public Improvements or Governmental Notices. To the best of Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property or any portion thereof, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.

10.13 Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.

10.14 Possession. Except as specifically provided for herein, Seller will be able to deliver immediate and exclusive possession of the entire Property to Buyer at Closing, as defined below, and no one other than Seller will be in possession of any portion of the Property immediately prior to Closing.

10.15 Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of Seller's knowledge, threatened against the Seller, nor are any such proceedings contemplated by Seller.

10.16 Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations or the transactions contemplated by this Agreement, Seller shall immediately give written notice to Buyer of those facts and information. If any of the foregoing warranties and representations cease to be true before Closing, Seller shall be obligated to use its best

efforts to remedy the problem, at its sole expense, before Closing. If the problem is not remedied before Closing, Buyer may elect to either: (a) terminate this Agreement, or (b) defer Closing for a period not to exceed ninety (90) days or until such problem has been remedied, whichever occurs first. If the problem is not remedied within that timeframe, Buyer may elect to terminate this Agreement. Buyer's election in this regard shall not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

10.17 Public Use. Seller represents that this property is no longer needed by Seller for a public use consistent with ORS 271.330.

Seller's representations and warranties stated in this Agreement shall survive Closing. Other than as provided for herein, Seller has made no representations, warranties, or other agreements regarding the condition of the Property, or uses to which the Property may be put

11. **Closing.** Closing shall occur when the title contingency in Section 6, above, is satisfied and both parties agree to close this transaction. The parties anticipate that Closing will occur on or about January 1, 2025. Upon Closing, Seller shall execute and deliver the Deed to Buyer for recordation. Within ten (10) business days of execution and delivery of the Deed, Buyer shall pay Seller the Purchase Price set forth in Section 2, above. Upon receipt of the funds for the purchase price by Seller, Buyer may record the Deed.

12. **Rezoning Contingency.** Upon Closing and receipt of the funds, Seller shall deposit the \$3,500,000 into a separate interest-bearing account, which may not be commingled with any of Seller's other funds. Seller shall not use the \$3,500,000 until Buyer has provided written notice that the rezoning of the Property has been successfully completed.

In the event Buyer provides Seller written notice that the rezoning has been successfully completed, or the Property has not been rezoned within eighteen (18) months of Closing of this Agreement and Buyer has not requested return of the \$3,500,000, as provided below, Seller may immediately access the \$3,500,000, together with any accrued interest.

In the event Buyer provides Seller written notice that the rezoning has not occurred, and Buyer has determined in its reasonable discretion that rezoning is not feasible or that the Property cannot be used for its intended purpose, the following shall occur: (1) Seller shall return the \$3,500,000 to Buyer, together with any accrued interest; and (2) Buyer shall immediately reconvey the Property to Seller by statutory warranty deed.

This provision shall survive termination of this Agreement.

13. **Risk of Loss.** Prior to Closing, Seller has the risk of loss or damage to the Property, unless caused by or on behalf of Buyer.

14. **Default.** In the event of a default, the non-default party shall have all rights and remedies available to it at law, in equity, or under this Agreement. In the event Seller

fails or refuses, without legal excuse, to complete the sale of the Property, or refuses to comply with the terms and conditions set forth in Section 12, above, the Buyer shall be entitled to pursue an award of specific performance or damages. This provision shall survive termination of this Agreement.

15. **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: North Clackamas Parks and Recreation District
3811 SE Concord Rd.
Milwaukie, OR 97267
Attn. NCPRD Director

If to Buyer: Clackamas County
2015 Kaen Road
Oregon City, OR
97045
Attn: Clackamas County Administrator

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 jmunns@clackamas.us 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, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personal jurisdiction of the courts referenced in this section.

(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.

Buyer

Seller

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form

By: _____
Assistant County Counsel for Buyer

By: _____
Assistant County Counsel for Seller

EXHIBIT A

Real property in the County of Clackamas, State of Oregon, described as follows:

Parcel I:

Lots 1 and 2, Block 13, TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon.

Parcel II:

Lot 3, Block 13, TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon.

Together with the following described tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon:

Beginning at a point 8.50 rods North of the Northwest corner of Block 12 in said Town of Marshfield, which point is the Southwest corner of Lot 3, Block 13 in said Town of Marshfield; thence North 12.50 rods; thence Westerly 5 rods, more or less, to the land formerly owned by Marion Johnson; thence South to a point directly West of the Southwest corner of said Lot 3, Block 13; thence East 5 rods, more or less, to the Point of Beginning.

Parcel III:

Lot 4, Block 13, TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon.

Together with the following described tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon:

Beginning at the Northwest corner of said Lot 4, Block 13; thence South to the Northwest corner of Lot 1, Block 12, said Town of Marshfield; thence West 5 rods to the land formerly owned by Marion Johnson; thence North, tracing the East line of said Johnson land to a point 5 chains West of the Point of Beginning; thence East 5 chains to the Point of Beginning.

Parcel IV:

That portion of vacated Church Street lying West of 92nd Avenue and East of the East line of that property described by the metes and bounds description in deed recorded April 27, 1912 in Book 128, Page 276.

Parcel V:

Lots 1 and 2, Block 12, TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon.

Parcel VI:

A tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon described as follows:

A tract of land lying West of Lots 1 and 2, Block 12, TALBERT'S ADDITION to The Town of Marshfield, being a certain parcel of land commencing at the Northwest corner of said Lot 1, Block 12; thence West 5 rods to the East boundary line of land of that deed recorded May 26, 1948 in Book 406, Page 734; thence South, following said Easterly boundary line, to a point directly West of the South line of said Lot 2; thence East 5 rods to the Southwest corner of said Lot 2; thence North to the Point of Beginning.

Parcel VII:

Part of Block 18, TALBERT'S ADDITION to the Town of Marshfield, part of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, and part of vacated 6th Street in the plat of TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of a tract of land conveyed to School District No. 56 by deed recorded July 5, 1939 in Book 259, Page 504, Deed Records, said point being in the North boundary of said Block 18, 101.5 feet West of the Northeast corner of said Block 18; thence South on the West boundary of said School District No. 64 Tract 142.10 feet to a point in the South boundary of a tract conveyed to M.J. Burke and Josephine Burke by deed recorded November 10, 1925 in Book 180, Page 929, Deed Records; thence West on said South boundary line 100.0 feet; thence North, parallel with the West boundary of said School District No. 64 Tract, 142.0 feet to a point in the Westerly extension of the North boundary of the aforementioned Block 18; thence East on said Westerly extension and the North boundary of said Block 18, 100.0 feet to the Point of Beginning.

Parcel VIII:

Part of Block 18, TALBERT'S ADDITION to the Town of Marshfield, and part of the Southeast one-quarter of the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe set in the ground one rod, more or less, West of the Northeast corner of said Block 18 at a point where the West line of the Samuel L. Campbell Donation Land Claim, if extended North, would intersect the North line of said Block 18; thence from said beginning point South 20.77 feet, more or less, to the Northwest corner of the Samuel L. Campbell Donation Land Claim; thence continue Southerly on the West line of said Campbell Donation Land Claim 114.00 feet to the Southeast corner of that certain tract of land conveyed to M.J. Burke and Josephine Burke, his wife by deed recorded November 10, 1925 in Book 180, Page 429; thence Westerly on the Southerly line of said Burke land 85.00 feet to a point; thence North 142.10 feet; to the North line of said Block 18; thence East on the North line of said Block 18 a distance of 85.00 feet, more or less, to the Point of Beginning.

Parcel IX:

A tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point 114 feet South of the point where the Northeast corner of the Samuel E. Stearns Homestead Land Claim intersects the Southeasterly boundary line of the William T. Matlock Donation Land Claim in said Section 9, Township 2 South, Range 2 East; thence West 197 feet to the Northwest corner of that tract conveyed to School District No. 64 by deed recorded May 26, 1948 in Book 406, Page 734, Deed Records and the true Point of Beginning; thence South, along the West line of said School District tract, 360.68 feet to the Southwest corner of said School District tract; thence West, along an extension of the South line of said School District tract to its intersection with the East line of a tract conveyed to Joseph R. Gately, et al, by Deed recorded January 6, 1950 in Book 427, Page 169, Deed Records, being 201.58 feet; thence North 0° 09' East, along the East line of said Gately tract, to the Northeast corner thereof; thence North 67° 45' East, along the Southeasterly boundary of the William T. Matlock Claim line, to its intersection with the prolongation of the North line of the aforementioned School District No. 64 Tract 84.85 feet; thence East 122.2 feet to the true Point of Beginning.

Parcel X:

A tract of land being a portion of government Lot 4 in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

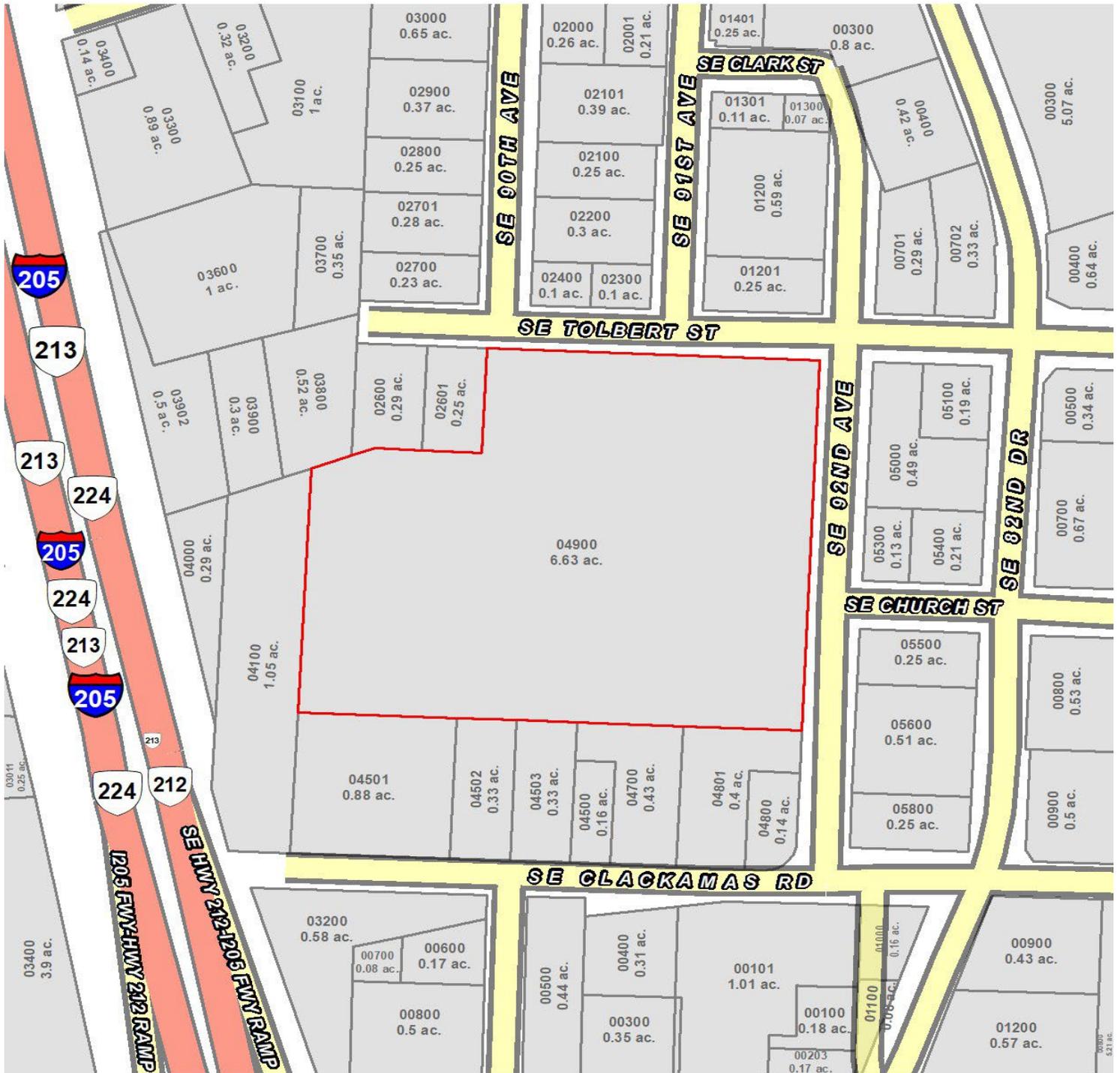
Beginning at a point 334.00 feet South of a point where the Northeast corner of the Samuel E. Stearns Homestead Land Claim intersects the Southeasterly boundary line

of the William T. Matlock Donation Land Claim in said Section 9, Township 2 South, Range 2 East, said Point of Beginning being also a Southeast corner of a tract of land conveyed to School District No. 64 Clackamas County, Oregon, by deed recorded May 2, 1939 in Book 257, Page 572, records of Clackamas County, Oregon; thence from said beginning point run South, tracing the East line of said Stearns Homestead, 153.50 feet to a point that is 229.81 feet East of the Southeast corner of Lot 2, Block 12, TALBERT'S ADDITION to the town of Marshfield; thence West 196.65 feet; thence North, parallel with the East line of said Stearns Homestead, 357.86 feet to a point in the Southerly boundary of that certain tract of land recorded in Book 180, Page 229, Deed Records; thence tracing the said Southerly boundary North 85° 27' East 112.00 feet to the Northeast corner of the said land described in Book 257, Page 572; thence South, along the West line of said land in Book 257, Page 572, 220.00 feet to the Southeast corner thereof; thence East 85.00 feet to the Point of Beginning.

Parcel XI:

A tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows: beginning at a point 114 feet South of the point where the Northeast corner of the Samuel E. Stearns Homestead Land Claim intersects the Southeasterly boundary line of the William T. Matlock Donation Land Claim in said Section 9, Township 2 South, Range 2 East; thence West 85 feet; thence South 220 feet; thence East 85 feet; thence North 220 feet to the Point of Beginning.

Note: this legal description was created prior to January 1, 2008.



Taxlot



Subject



Taxlot

EXHIBIT B

Form of Deed

**After recording return to:
Clackamas County
Attention County Administrator
2051 Kaen Road
Oregon City, OR 97045**

**Until a change is requested, tax statements
shall be sent to the following address:
Clackamas County
2051 Kaen Road
Oregon City, OR 97045**

STATUTORY WARRANTY DEED

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, (“**Grantor**”), conveys and warrants to CLACKAMAS COUNTY (“**Grantee**”), all right, title, and interest in and to the following described real property (the “Property”), free of encumbrances, except as specifically set forth in attached Schedule 1:

See legal description attached hereto as Exhibit A and incorporated by this reference herein.

The true and actual consideration for this conveyance is \$3,500,000.

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 _____, 2024.

[Remainder of page intentionally blank; signature follows]

DRAFT

GRANTOR:

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

By: _____ Name: ____ Title: _

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me on _____, 2024, by _____, acting in his or her capacity as the _____ of the North Clackamas Parks and Recreation District, on behalf of said district.

Notary Public for

My Commission Expires:

ACKNOWLEDGED AND ACCEPTED BY GRANTEE:

Clackamas County

By: _____ Name: ____ Title: _

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me on _____, 2024, 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:

EXHIBIT A

DRAFT

SCHEDULE 1

Permitted Exceptions

1. These premises are within the boundaries of the Clackamas River Water District and are subject to the levies and assessments thereof.
2. These premises are within the boundaries of Clackamas County Service District #1 and are subject to the levies and assessments thereof, if any.
3. Taxes for the fiscal year 2024-2025 a lien due, but not yet payable.
4. Taxes, including the current fiscal year, not assessed because of County Exemption. If the exempt status is terminated an additional tax may be levied. Account No. 00473428.

DRAFT