



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of the Fourth Amendment to the Disposition Agreement with Oregon Beverage  
Recycling Cooperative**

<b>Purpose/Outcome</b>	To amend the existing Disposition Agreement with Oregon Beverage Recycling Cooperative
<b>Dollar Amount and Fiscal Impact</b>	No change
<b>Funding Source</b>	N/A.
<b>Duration</b>	The amendment will extend the date by which closing must occur by 30 days and authorize David Queener to execute any further extensions that are necessary in order to complete repairs to the on-site storm facilities prior to closing.
<b>Previous Board Action/Review</b>	Discussed prior amendments with the Board at Executive Session on December 18, 2018
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	David Queener, Development Agency Program Supervisor, 503-742-4322

The Agency has a Disposition Agreement with Oregon Beverage Recycling Cooperative (OBRC) associated with the purchase of a portion of the Clackamas Industrial Area Opportunity (CIAO) site. As part of their due diligence and the Agency's obligation to finalize as-built construction drawings for the on-site storm system installed by the Agency, it was discovered that some minor repairs were required on the system. While plans for those repairs are underway, they are not complete

Therefore, OBRC has requested the date by which they are required to close be extended in order to allow for the repairs to be completed prior to closing. This fourth amendment will extend closing by 30 days and authorize David Queener to execute future amendments for reasonable extensions if

necessary to complete repairs to the storm water system prior to closing.

County Counsel has reviewed and approved the proposed amendment to the agreement.

## **RECOMMENDATION**

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, execute this Fourth Amendment to the Disposition Agreement with Oregon Beverage Recycling Cooperative.

Respectfully submitted,

David Queener, Program Supervisor  
Development Agency

## FORTH AMENDMENT TO DISPOSITION AGREEMENT

THIS FORTH AMENDMENT TO DISPOSITION AGREEMENT (“**Amendment**”) is entered into effective as of \_\_\_\_\_, 2019, between **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the Urban Renewal Agency of Clackamas County, a corporate body politic (“**Agency**”), and **OREGON BEVERAGE RECYLCING COOPERATIVE**, an Oregon domestic cooperative (“**Developer**”).

### RECITALS

A. Agency and Developer are parties to that certain Disposition Agreement dated effective as of November 22, 2017, as amended by that First Amendment dated May 3, 2018, that Second Amendment dated November 20, 2018, and that Third Amendment dated January 10, 2019 (collectively, the “**Disposition Agreement**”), concerning approximately 12.68 acres of land located east of SE 120<sup>th</sup> Avenue and south of Capps Road, Clackamas County, Oregon, as more particularly described in the Disposition Agreement (the “**Property**”).

B. The parties desire to modify the Disposition Agreement on the terms and conditions set forth herein. All capitalized terms used in this Amendment and not otherwise defined herein shall have their meanings as set forth in the Disposition Agreement.

### AGREEMENT

1. **Closing.** Section 3.3 of the Disposition Agreement is hereby amended such that the transaction shall close on a date to be selected by Developer and reasonably acceptable to Agency that is on or before one hundred ninety five (195) days after the expiration of the Due Diligence Period.

2. **Further Extensions.** In the event that further extensions to the Closing Date are necessary in order to complete repairs to the Storm Facilities described in the Easement prior to close, the Agency hereby authorizes David Queener, Clackamas County Development Agency Program Supervisor, to execute reasonable extensions on behalf of the Agency.

3. **Counterpart; Email.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.

4. **Confirmation.** The Disposition Agreement is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the Disposition Agreement and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

**AGENCY:**

**CLACKAMAS COUNTY DEVELOPMENT AGENCY,**  
a corporate body politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DEVELOPER:**

**OREGON BEVERAGE RECYCLING COOPERATIVE,**  
an Oregon domestic cooperative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_