



April 25, 2024

BCC Agenda Date/Item: _____

Stephen L. Madkour
County Counsel

Scott C. Ciecko
Amanda Keller
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Hong Huynh
Caleb Huegel
Assistants

Board of County Commissioners
Sitting as Board of Director of the
North Clackamas Parks and Recreation District

**Approval of a Real Property Conveyance Agreement with the Oregon Liquor
and Cannabis Commission. Acquisition costs are approximately \$50,000.
Funding is through budgeted County General Funds.**

Previous Board Action/Review	Briefed in Executive Session on June 1, 2021 Issues: March 3, 2022 Lease Amendment approval		
Performance Clackamas	1. Which indicator of success does this item affect? Build public trust through good government.		
Counsel Review	Initials: JM	Procurement Review	N/A
Contact Person	Jeffrey D. Munns	Contact Phone	503-742-5984

EXECUTIVE SUMMARY: Community Corrections has been operating residential treatment programs from their facilities located at 9000 SE McBrod Ave. in Milwaukie, Oregon since the 1960's. The property is owned by OLCC and Community Corrections has been leasing this property. The current lease dates to 1992 with annual rent of \$1. OLCC is planning to move from their current location and sell the property in Milwaukie in 2025. Prior to selling the property OLCC and Clackamas County have proposed partitioning the property and transferring it to Clackamas County. See, attached letter from OLCC dated October 3, 2022.

The property is in the Milwaukie industrial area. The OLCC property borders Highway 99E on the east, Ochoco St. on the north, and McBrod Ave. on the west. See, map incorporated into the Agreement. The property to the west of Johnson Creek is the land that Community Corrections has been using for their residential treatment programs.

The Agreement generally provides that OLCC will transfer the portion of the property to the west of Johnson Creek to Clackamas County.

For Filing Use Only

The parties have agreed that in exchange for receiving the property at no charge Clackamas County will pay for all associated expenses to partition, transfer, and to record the transaction. The transfer is also subject to a reversion clause should the property cease to be used for, "community corrections, law enforcement, substance abuse rehabilitation, behavioral health, and social services."

The anticipated expenses to complete the transaction are approximately \$50,000. This includes \$25,000 for survey work and land use approval with the City of Milwaukie to complete the partition. Approximately \$20,000 in legal expenses to draft and review the partition and transfer documents prepared by County Counsel and reviewed by DOJ. There will also be recording fees of less than \$500 for the partition and deed.

The Real Property Conveyance Agreement is the first step in the process to memorialize this agreement. Once this is approved by OLCC, County staff will begin the land use approval process with the City of Milwaukie. At the conclusion of the partition approval OLCC will execute the Deed to formally convey the western parcel of the property to the County. When the deeds are ready to be executed staff will return for Board approval.

RECOMMENDATION: Staff recommends the Board approve the Real Property Conveyance Agreement, and delegate authority to Counsel's Office to complete any necessary actions to complete the partition approval.

Respectfully submitted,



Jeffrey D. Munns
Assistant County Counsel



Oregon

Kate Brown, Governor

Liquor and Cannabis Commission

9079 SE McLoughlin Blvd.
Portland, Oregon 97222-7355

503-872-5000

800-452-6522

www.oregon.gov/olcc

October 3, 2022

Chair Tootie Smith
Clackamas County Board of Commissioners
2051 Kaen Road
Oregon City, OR 97045

Sheriff Angela Brandenburg
Clackamas County Sheriff's Office
2223 Kaen Rd.
Oregon City, OR 97045

SUBJECT: OLCC LAND PARTITION TO CLACKAMAS COUNTY

Chair Smith, Commissioners and Sheriff Brandenburg,

As you are aware, the Oregon Liquor and Cannabis Commission (OLCC) and Clackamas County continue to have a successful long term relationship with the lease of OLCC land on the west side of Johnson Creek and have for the past 43 years. Our agreements include a sub-lease since 1979 and a direct lease since 1992. This unique lease arrangement, with Clackamas County owning two buildings on OLCC land, has allowed the County to facilitate Community Corrections through the Clackamas Substance Abuse Program.

Recently, the County and OLCC have been verbally discussing and working towards the possibility of partitioning approximately 2.66 acres of the OLCC land on the west side of Johnson Creek, currently part of our Headquarters and main warehouse property, located in Milwaukie. This will facilitate the ongoing interest of Clackamas County in the OLCC property and allow OLCC to independently market our state property for sale as the OLCC looks to relocate headquarters and operations to Canby Oregon.

It is my pleasure to advise you that the OLCC has taken the necessary steps to complete the required State processes in order to proceed with formal agreement

negotiations to partition the west side Johnson Creek property to Clackamas County. OLCC continues to work with our DOJ counsel and County Council on this matter and has completed a Futile Act Request which was approved by the Department of Administrative Services (DAS). We have sought a recommendation from the Public Lands Advisory Committee and received the DAS Director's approval as required in this circumstance to partition said land to Clackamas County at no cost with a reversion clause. The reversion clause would come into effect if the property was sold by the County or the land was used for other than agreed upon uses, the State would be reimbursed the fair market value of the partitioned land at that time. Additionally, as verbally agreed by Clackamas County, the formal agreement would document that the County would pay all costs to partition said land and pay all DOJ attorney fees born by OLCC in this matter.

The partition of this land to Clackamas County will surely bring long term stability to the work-release programs which house a residential drug and alcohol treatment program designed to offer offenders the necessary tools to obtain an organized and successful transition back into their community. The no cost transfer with the reversion clause is supported by the Governor's Office allowing the State to assist Clackamas County in continuing rehabilitative and community support services for the benefit of Oregonians.

My staff will be reaching out to County staff to discuss next steps. Please contact me if you have any questions.

Sincerely,



Steven Marks
Executive Director
Oregon Liquor and Cannabis Commission
503-871-7149 (Cell)

cc:

Jeffrey Munns, Clackamas County - Assistant County Counsel
Captain Malcolm McDonald, Clackamas County Sheriff's Office
Jennifer Biesack, OR DOJ - Sr. Assistant Attorney General

REAL PROPERTY CONVEYANCE AGREEMENT

This REAL PROPERTY CONVEYANCE AGREEMENT (this “**Agreement**”) is made on this _____ day of _____, 2024 (the “**Effective Date**”), by and between The State of Oregon, acting by and through the Oregon Liquor and Cannabis Commission (“**State**”), and Clackamas County, a political subdivision of the State of Oregon (“**County**”). State and County are each a “**Party**” and together the “**Parties**.”

RECITALS

A. State is the owner of certain improved real property located in Clackamas County, Oregon, commonly known as both 9000, 9200 and 9201 Southeast McBrod Avenue and 9079 and 9201 McLoughlin Boulevard in Milwaukie, Oregon (being tax lots 11E26AA00100 and 11E26AA00100E1), as shown on Exhibit A and more particularly described on Exhibit B (the “**Property**”). The Property is approximately 13.5 acres.

B. The Property is comprised of the “**Western Parcel**,” being that approximately 3.6 acre portion of the Property to the west of Johnson Creek, and the “**Eastern Parcel**,” being that approximately 10.9 acre portion of the Property to the east of the Western Parcel. The locations of Western Parcel and the Eastern Parcel are shown on Exhibit A.

C. State leases the Western Parcel to County pursuant to that certain Lease dated March 9, 1992, as amended in 1999 (as so amended, the “**Lease**”). County uses the Western Parcel for the Clackamas County Community Corrections work release center, which consists of two adult corrections facilities and associated improvements and infrastructure. The Lease terminates on the earlier of (a) lessor’s conveyance of the parcel to County; or (b) February 1, 2025.

D. The Parties intend for State to convey the Western Parcel to County upon successful partition.

E. In order for State to convey the Western Parcel to County, the Western Parcel must be severed from the rest of the Property to become a separate legal lot of record, pursuant to a partition action with the City of Milwaukie (the “**Partition Action**”).

F. The Parties intend for County to pay all costs and expenses associated with the Partition Action and State’s conveyance of the Western Parcel to County, as consideration for the Western Parcel.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, State and County agree as follows:

1. Conveyance; Lease Termination.

1.1 Conveyance. State shall convey the Western Parcel to County, and County shall accept the conveyance of the Western Parcel from State, on the terms and conditions set forth in this Agreement and in compliance with State's applicable real property disposition requirements.

1.2 Lease Termination. As of the Closing Date (as defined in Section 6 below), the Lease will terminate and be of no further force and effect, except as specifically set forth therein.

2. Consideration. As consideration for State's conveyance of the Western Parcel to County on the terms and conditions of this Agreement, County shall prepare the Partition Application (as defined in Section 3.1 below) and diligently pursue the Partition Action, as set forth in Sections 3.1 and 3.2 below; shall pay all costs and expense associated with the Partition Action, as set forth in Section 3.3 below; and shall pay any and all Closing costs related to the conveyance of the Western Parcel. County shall be responsible for all such costs and expenses regardless of whether the Partition Action is ultimately approved by the City of Milwaukie.

3. Partition Action.

3.1 Partition Application. Within thirty (30) days from the Effective Date, County shall deliver to State a full and complete draft application for the Partition Action, in accordance with all applicable land use statutes and ordinances (the "**Partition Application**"). County shall arrange for and fund all required surveys, studies, and supporting documents to prepare the Partition Application. County shall provide State with a complete copy of the draft Partition Application and all related documents and attachments (including, without limitation, legal descriptions and boundary depictions, studies, and reports) for State's review and approval, not to be unreasonably withheld. State may request changes or revisions to drafts, which County shall incorporate.

3.2 Partition Process. Following State's approval of the draft Partition Application pursuant to Section 3.1 above, County shall promptly submit the Partition Application to the City of Milwaukie, and shall thereafter diligently pursue approval thereof, including, without limitation, appearing before the appropriate City of Milwaukie review entity and preparing and submitting all necessary documents and testimony. State will reasonably cooperate with County for the Partition Application, and any expense to State for doing so will be paid or reimbursed by County pursuant to Section 3.3 below. Parties shall amend this Agreement to include the State-approved legal descriptions reflecting the accurate acreage for the Eastern and Western Parcel as Exhibits D and E, respectively.

3.3 Costs. County shall pay for or reimburse State for any actual, reasonable costs related to the Partition Action, Partition Application, and conveyance of the Western Parcel, including all costs for the Partition Action, application fees, surveys, studies, expert's fees, recording fees, closing costs, and attorney's fees. At Closing, County shall reimburse State for any costs State has incurred and County has not directly paid.

4. Title Company; Title Review.

4.1 Title Company. Within five (5) business days after the Effective Date, the Parties shall deposit an executed copy of this Agreement with Lawyers Title, LLC, 1455 SW Broadway, Ste

1400, Portland, OR 97201 (the “**Title Company**”).

4.2 Title Report. Within thirty (30) days following the submission of the Partition Application, County shall obtain a preliminary title report for the Western Parcel and the Eastern Parcel of the Property from the Title Company, along with legible copies of all plats and exceptions documents referenced in each report (the “**Title Report**”), and shall deliver a full and complete copy thereof to State.

4.3 Title Review. Parties shall have forty-five (45) days following the review of the Title Reports and give the other Party notice of the exceptions listed in the Title Report that are unacceptable. Those exceptions to which neither Party objects are the “**Permitted Exceptions.**” If either Party notifies the other of its disapproval of any exceptions, Parties shall have fifteen (15) business days after receiving the disapproval notice to either remove the exceptions or provide the other with reasonable assurances of the manner in which the exceptions will be removed before Closing (the “**Assurance Period**”). If the exceptions are not timely removed or such assurances provided, the disapproving Party may terminate this Agreement by notice to the other given within ten (10) business days after expiration of the Assurance Period, in which event this Agreement will be terminated except for provisions which continue pursuant to their terms. If one or more of the disapproved exceptions are not removed or such assurances provided and the disapproving Party does not timely terminate this Agreement, the disapproving Party’s objections to the disapproved exceptions that the other party elected not to eliminate are deemed waived and such exceptions are deemed Permitted Exceptions.

5. County’s Review Period.

5.1 Contingencies. County’s acceptance of the Western Parcel is contingent on County’s approval of any and all aspects and characteristics of the Western Parcel (including, without limitation, environmental matters, survey matters and zoning).

5.2 Objection and Termination. If any condition set forth in Section 5.1 above (with the exception of title matters, County’s review of which are addressed in Section 4.3 above), is not satisfied within sixty (60) days after the Effective Date (the “**Review Deadline**”), then County may terminate this Agreement by notifying State on or before ten (10) days after the Review Deadline, in which event this Agreement will be terminated except for provisions which continue pursuant to their terms. County’s failure to timely terminate this Agreement pursuant to this Section 5.2 shall be deemed a waiver or satisfaction of the conditions set forth in Section 5.1 above.

6. **Closing.** If this Agreement has not earlier been terminated by County pursuant to Section 4.2 or Section 5.2 above, the closing of the transaction contemplated under this Agreement (“**Closing**”) shall occur on or before December 30, 2025 (the “**Closing Date**”). Should the Partition Action not be complete by this date, Parties shall extend this Agreement for a reasonable time provided County has diligently pursued the Partition Action as set forth in Section 3.

7. **Deed.** At Closing, State shall convey the Western Parcel in the general form of the Bargain and Sale Deed, with acceptance by County, as shown on Exhibit C (the “**Deed**”).

8. County's Closing Costs. In connection with Closing, County shall pay the following costs and expenses:

8.1 the costs of the title insurance premiums, commitment fees and search fees for the issuance of an ALTA owner's policy for the Western Parcel (the "**Title Insurance Policy**");

8.2 the costs of the additional premium for the Title Insurance Policy for extended coverage, if desired by County;

8.3 all of the Title Company's closing costs;

8.4 any real property taxes and assessments for the Western Parcel beginning on the Closing Date;

8.5 any charges, assessments, or other amounts due under the Lease; and

8.6 any outstanding reimbursements to State for any costs State has incurred and County has not directly paid as described in Section 3.3, including the \$150 mineral rights application fee.

9. State's Closing Costs. In connection with Closing, State shall pay the following costs and expenses: any real property taxes and assessments for the Western Parcel before the Closing Date.

10. County's Closing Deliveries. On or before the Closing Date, County shall deliver to the Title Company:

10.1 all documents required to be executed in connection with this Agreement, including the Grantee Acceptance page of the Bargain and Sale Deed;

10.2 an accounting of the Consideration described in Section 2 above and the amount of the Consideration not yet paid, in immediately available funds;

10.3 the amount of all Closing costs and other expenses to be paid by County at Closing pursuant to Section 8 above, in immediately available funds; and

10.4 escrow instructions, as may be reasonably requested by the Title Company.

11. State's Closing Deliveries. On or before the Closing Date, State shall deliver to the Title Company:

11.1 the executed and acknowledged Deed;

11.2 all documents required to be executed in connection with this Agreement;

11.3 the amount of all costs and expenses to be paid by State at Closing pursuant to Section 9 above, in immediately available funds;

11.4 escrow instructions, as may be reasonably requested by the Title Company;

11.5 a certification of non-foreign status, using a form approved by the Internal Revenue Service; and

11.6 a signed affidavit if required by Title Company for the purpose of issuance of an extended coverage title insurance policy.

12. Conditions Precedent to Parties' Obligations to Close. The following are the conditions precedent to each Party's obligation to consummate the transaction described herein:

12.1 The City of Milwaukie has given final approval to the Partition Action that reflects the State-approved legal descriptions, acreage, and boundary depictions and those descriptions have been included Exhibits D and E to this Agreement by amendment.

12.2 All necessary approvals from the State of Oregon or Clackamas County shall have been obtained.

12.3 The other Party shall have timely performed, in all material respects, all of the obligations required to be performed by that Party by the terms of this Agreement, including payment of all consideration and delivery of all of the items required to be delivered by such Party pursuant to this Agreement.

12.4 The Title Company shall be ready, willing, and able to issue an ALTA owner's policy of title insurance in the amount of \$558,000, insuring title in County to the Western Parcel consistent with the terms of this Agreement and subject only to the standard preprinted exceptions (if County does not elect to obtain an extended coverage owner's title insurance policy) and the Permitted Exceptions.

13. Representations and Warranties. Each Party makes the following representations and warranties, which are true as of the Effective Date and shall be true on the Closing Date as if made on such date:

13.1 Power and Authority. The Party has the requisite right, power and authority to enter into and carry out the terms of this Agreement and the execution and delivery hereof, and of all other instruments referred to herein.

13.2 Validity of Agreement. This Agreement and all other documents required by this Agreement to be executed by the Party shall constitute, when so executed, the valid and binding obligation of County thereto, enforceable against it in accordance with their respective terms.

13.3 No Brokers. The Party did not employ or engage any broker or finder to arrange or bring about the transactions contemplated in this Agreement, and there are no claims or rights for broker's commission or finder's fees in connection with same.

14. Conveyance AS-IS. County acknowledges that it has occupied the Western Parcel from

State since 1979 and is therefore familiar with all aspects of the Western Parcel. County is accepting the Western Parcel “AS-IS” and “WHERE-IS,” with all faults and without any representations or warranties, express, implied or statutory, of any kind whatsoever (including, without limitation, any representations or warranties regarding environmental matters), by State, its agents, brokers, consultants, counsel, employees, managers or any other person.

15. Notices.

15.1 Addresses. Any notices, demands or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 15.2 below to the receiving Party’s address, unless one Party modifies its address by notice to the other Party, given in accordance with this Section 15.1:

State: Oregon Liquor and Cannabis Commission
ATTN: Craig Prins, Executive Director
9079 SE McLoughlin Boulevard
Portland, OR 97222
Phone: 503-872-5006
Email: craig.prins@oregon.gov

With a copy to:

Oregon Department of Justice
ATTN: Jennifer Biesack, Senior Assistant Attorney General
1162 Court Street NE
Salem, OR 97301
Email: jennifer.biesack@doj.state.or.us

County: Capt. Malcolm McDonald
Clackamas County Sheriff’s Office 1024 Main St.
Oregon City, OR 97045
malcolmmcd@clackamas.us
Phone No. (503) 655-8717

With a copy to:

Jeffrey D. Munns
Office of County Counsel
2051 Kaen Rd., Ste. 254
Oregon City, OR 97045
jmunns@clackamas.us
Phone No. (503) 742-5984

15.2 Delivery.

Method of delivery	When notice deemed delivered
In person	the day delivered, as evidenced by signed

(including by messenger service)	receipt
Email	the day sent (unless sent after 5:00 p.m., P.S.T., in which case the email shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

16. Miscellaneous.

16.1 Time is of the Essence. Time is of the essence in relation to the Parties' performance of any and all of their obligations under this Agreement.

16.2 Calculation of Days. Any reference in this Agreement to "days" shall mean calendar days, unless specified as "business days." A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

16.3 Survival. All representations, warranties, covenants and indemnifications made by the Parties hereunder shall survive Closing.

16.4 No Waiver of Performance. No waiver by a Party of performance of any provision of this Agreement by the other Party shall be deemed a waiver of nor prejudice the other Party's right to otherwise require performance of the same provision, or any other provision.

16.5 Amendments. This Agreement may be amended only by written agreement signed by both Parties.

16.6 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute one agreement, binding on both Parties, notwithstanding that both Parties are not signatories to the original or to the same counterpart. Signatures transmitted via facsimile or PDF shall be deemed fully binding and effective.

16.7 Governing Law; Choice of Forum. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim between Seller (or any other agency or department of the State of Oregon) and Buyer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section 16.7 be construed as a waiver by the State of Oregon 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. Each Party hereby consents to the exclusive jurisdiction of such court,

waives any objection to venue and waives any claim that such forum is an inconvenient forum.

16.8 Prior Agreements. This Agreement supersedes any and all oral and written agreements between the Parties regarding the Western Parcel, including the Partition Action, that are prior in time to this Agreement. Neither County nor State shall be bound by any prior understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

16.9 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. Neither Party shall assign this Agreement to a third party.

16.10 Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

16.11 Construction of Agreement. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against either of the Parties. When required by the context, whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular, the masculine gender shall include the feminine and neuter genders, and vice versa.

16.12 Exhibits. The following Exhibits are attached hereto and made part of this Agreement:

- Exhibit A: Property
- Exhibit B: Property Description
- Exhibit C: Sample Bargain and Sale Deed
- Exhibit D: Western Parcel Legal Description
- Exhibit E: Eastern Parcel Legal Description

17. Statutory 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.

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Each person signing this Agreement below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

STATE:

THE STATE OF OREGON, acting by and through the
Oregon Liquor and Cannabis Commission

By: _____

Name: _____

Its: _____

COUNTY:

CLACKAMAS COUNTY,
a political subdivision of the State of Oregon

By: Clackamas County Board of Commissioners

By: _____

Name: Tootie Smith

Its: Chair

EXHIBIT A

Property, Western Parcel and Eastern Parcel

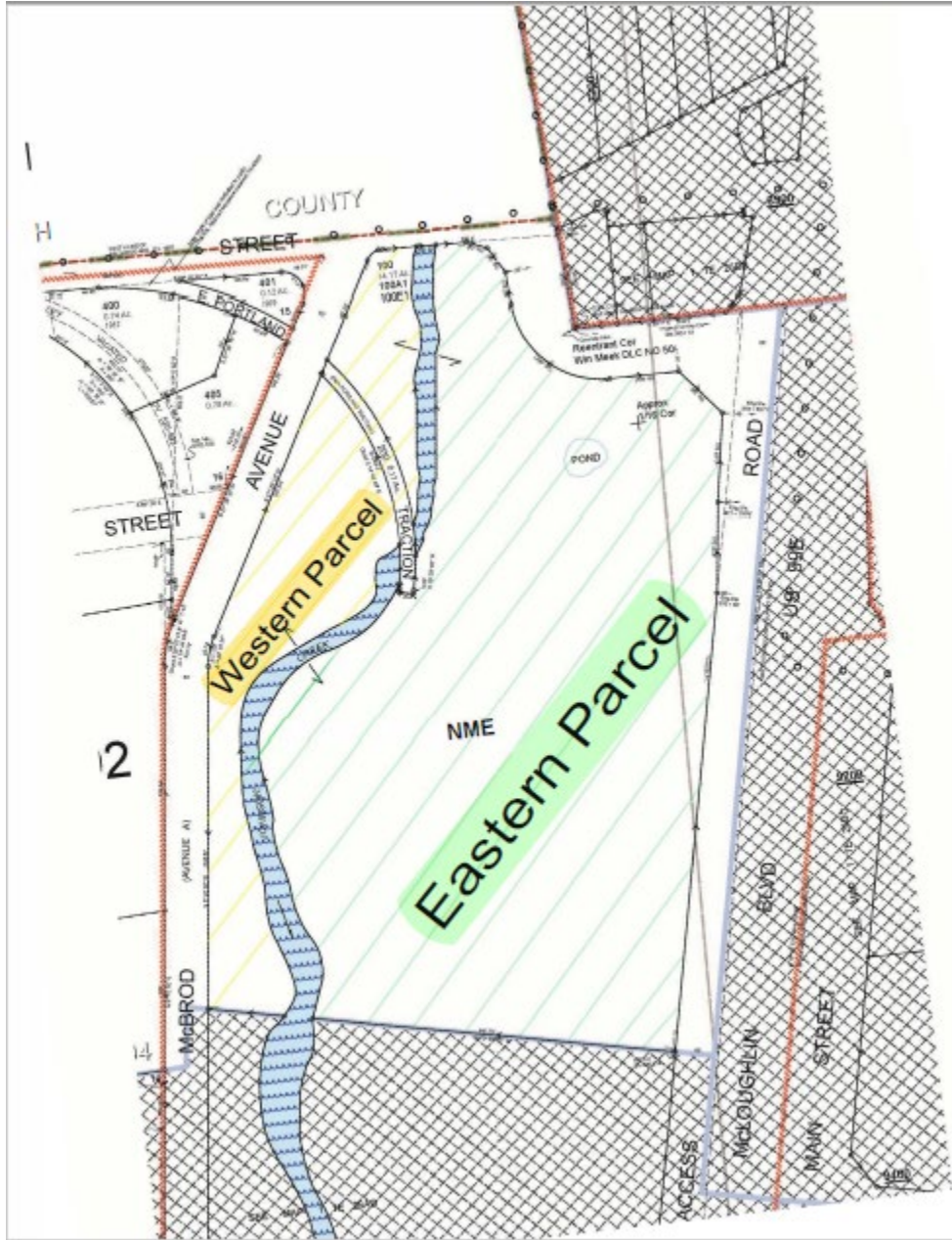


EXHIBIT B

Property Description

BEGINNING at the intersection of the Westerly boundary of the East Portland-Oregon City Highway, known as Highway U.S. 99E, with the Northerly boundary of the William Meek Donation Land Claim No. 50 in Section 26 Township 1 South, Range 1 East, of the Willamette; Meridian, which point of beginning set in a concrete monument bears North. 89° 07' East 294 feet distant from the re-entrant corner of said D.L.C. No. 50;

Thence, South 10° 23' 50" West 1519.01 feet to a point, said point being designated by a steel pipe on the Westerly boundary line of the East Portland Oregon City Highway, known as Highway U.S. 99E;

Thence North 79° 36' 10" West 100 feet to a point, said point being designated by a steel pipe;

Thence, South 10° 23' 50" West 436.77 feet to a point, said point being designated by a steel pipe on the Northerly boundary line of an existing project road, known as "Road A";

Thence North 77° 46' 10" West 481.54 feet following the North boundary line of said Road A to a point, said point being the beginning of a 50 foot radius curve to the right, through a central angle of 82° 59' 02", an arc distance of 72.41 feet to a point of tangent in the Easterly boundary of an existing project road known as "Avenue A";

Thence, following the Easterly boundary line of said Avenue A, North 50° 12' 32" East 1338.87 feet to a point, said point being the beginning of a 100 foot radius curve to the right, through a central angle of 22° 15' 24", an arc distance of 42.73 feet to a point of tangent;

Thence, North 27° 28' 16" East 567.64 feet along the Easterly boundary line of said Avenue A to a point, said point being the beginning of a 25 foot radius curve to the right, through a central angle of 62° 56' 24" a distance of arc of 27.46 feet to a point of tangent, said point being on a line parallel to and 10 feet South of the City of Portland boundary line between Clackamas County and Multnomah County, and the Southerly boundary line of S.E. Ochoco Street;

Thence, South 89° 35' 20" East, 242.40 feet, following the Southerly boundary of said S.E. Ochoco Street to a point, said point being set in a concrete monument on the Southerly boundary of said street;

Thence, South 4° 53' 30" East 139.39 feet to a point, said point being set in a concrete monument on the Northerly boundary of the Donation Land Claim No. 50 heretofore mentioned;

Thence, from said point following the Northerly boundary line of said D.L.C. North 89° 07' East 294 feet to the point of beginning of the tract of land herein described, containing 29.6662 acres;

EXHIBIT C

Sample Bargain and Sale Deed

Space above this line for Recorder's use

**STATE OF OREGON
BARGAIN AND SALE DEED**

GRANTOR:

[insert]

**FUTURE TAX STATEMENTS
SHOULD BE MAILED TO:**

[insert]

GRANTEE:

[insert]

**AFTER RECORDING
RETURN TO:**

[insert]

The State of Oregon, acting by and through the Oregon Liquor and Cannabis Commission (GRANTOR), conveys to Clackamas County, a political subdivision of the State of Oregon (GRANTEE), the following real property in Milwaukie, Clackamas County, Oregon, together with all improvements thereon:

See Exhibit A, attached, containing [insert] acres, more or less (the "Property").

FOR SO LONG AS title to the Property remains 100% vested in GRANTEE and is used for one or more of the following primary purposes, including accessory and substantially similar purposes: community corrections, law enforcement, substance abuse rehabilitation, behavioral health, and social services. In addition, the Property may also be used for habitat rehabilitation or enhancement for so long as the Property is being used for one of the aforementioned primary purposes. If title to the Property no longer remains vested as prescribed, or any portion of Property stops being used for the foregoing purposes, then, in lieu of the Property reverting to GRANTOR, GRANTEE shall, at its sole cost and expense, have the Property appraised at the time of the change in ownership or use, and promptly thereafter pay GRANTOR the fair market value for the Property.

The true consideration for this conveyance is other consideration.

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, AND 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this ____ day of _____, 20 ____.

[remainder of page intentionally left blank]

GRANTOR:

The State of Oregon, acting by and through the Oregon Liquor and Cannabis Commission

By: _____
Name: _____
Its: _____

STATE OF OREGON)
) ss
County of Marion)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ as _____ for the [insert].

Signature
Notary Public for Oregon
My commission expires _____, 20____.

Conveyance Accepted by Grantee:

The undersigned Grantee hereby accepts the conveyance of this Bargain and Sale Deed, pursuant to ORS 93.808.

GRANTEE:

Clackamas County, a political subdivision of the State of Oregon

By: _____
Name: _____
Its: _____

STATE OF OREGON)
) ss
County of Clackamas)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ as _____ for the [insert].

Signature
Notary Public for Oregon
My commission expires _____, 20____.

EXHIBIT D
EASTERN PARCEL

[to be inserted following State's approval of Partition Application]

EXHIBIT E
WESTERN PARCEL

[to be inserted following State's approval of Partition Application]