



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

August 8, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Assignment and Second Amendment to the Disposition Agreement
with Clackamas Crossing, LLC**

Purpose/Outcome	To assign and amend the existing Disposition Agreement with Clackamas Crossing, LLC
Dollar Amount and Fiscal Impact	No change
Funding Source	N/A.
Duration	Indefinitely
Previous Board Action/Review	First Amendment to the Disposition Agreement on January 31, 2019
Strategic Plan Alignment	Build public trust through good government
Counsel Review	Reviewed and Approved by County Counsel on July 29, 2019
Contact Person	Dave Queener, Development Agency Program Supervisor, 503-742-4322

The Agency has a Disposition Agreement with Clackamas Crossing, LLC associated with the purchase of Agency-owned property located at SE 135th Avenue and Highway 212. Clackamas Crossing, LLC has finalized a partnership agreement with an adjacent property owner, which will double the size of the development. Jointly, they have formed a new company, CCX North, LLC.

This Assignment and Second Amendment to the Disposition Agreement will assign the agreement to CCX North, LLC. In addition, the schedule of performance will be updated to reflect their current timeline for completion of the project.

RECOMMENDATION

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, execute this Assignment and Amendment to the Disposition Agreement with Clackamas Crossing, LLC.

Respectfully Submitted,

David Queener, Program Supervisor
Development Agency

**ASSIGNMENT OF AND SECOND AMENDMENT TO
DISPOSITION AGREEMENT**

THIS ASSIGNMENT OF AND SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (“*Assignment*”) is entered into as of August _____, 2019 (the “*Effective Date*”), by and between CLACKAMAS COUNTY DEVELOPMENT AGENCY, the Urban Renewal Agency of Clackamas County, a corporate body politic (“*Agency*”), CLACKAMAS CROSSING, LLC, an Oregon limited liability company (“*Developer/Assignor*”), and CCX NORTH, LLC, an Oregon limited liability company (“*Assignee*”).

RECITALS

A. On or about December 7, 2017, Agency and Developer/Assignor entered into a Disposition Agreement (the “*Agreement*”), attached hereto and incorporated herein, for the sale and purchase of certain property consisting of approximately 0.90 acres of land owned by the Agency located on the southeast corner of SE 135th Avenue and Highway 212 intersection.

B. On January 31, 2019, the Agency and Developer/Assignor entered into the First Amendment to Disposition Agreement, attached hereto and incorporated herein, to amend the terms of closing in the Agreement (“*Amendment #1*”).

C. Agency and Developer/Assignor desire to amend the Agreement in the manner provided for herein.

D. Developer/Assignor also desires to assign its interests as Developer under the Agreement to Assignee.

AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement and assign the Developer/Assignor’s interest as follows:

1. In accordance with Section 1.6 of the Agreement, Developer/Assignor hereby assigns its interest as Developer under the Agreement to, CCX North, LLC, an Oregon limited liability company, as Assignee. Agency, by its signature below, hereby consents to such assignment. Developer/Assignor acknowledges and agrees that its rights in the Earnest Money (as defined in the Agreement) are transferred with its rights in the Agreement pursuant to this Assignment.

2. Exhibit B to the Post-Closing Development Agreement, which itself is Exhibit C to the Agreement, is hereby revised to reflect the following dates:

Design Review	Complete by September 2019
Construction Documents	Complete by November 2019
Permitting	By January 2020
Begin Construction	By February, 2020

3. Developer/Assignor represents and warrants to Assignee that, as of the date of this Assignment, Developer/Assignor has no knowledge of any defaults by Agency or by Developer/Assignor under the Agreement as of the date hereof. Agency represents and warrants to Assignee that, as of the date of this Assignment, Agency has no knowledge of any defaults by Agency or by Developer/Assignor under the Agreement as of the date hereof.

4. From and after the date of this Assignment, the term “Developer” refers to CCX North, LLC, or any permitted assignee thereof, and the principal mailing address of the Developer for purposes of the Agreement is:

CCX North, LLC
123 N. Seventh Ave.
Portland, Oregon 97232

With a copy to:

Tim Crippen
Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

5. All terms and conditions of the original Agreement, including Amendment #1, remain in full force and effect unless specifically modified above. By its signature below, on and after the Effective Date, Assignee hereby agrees to fully perform all obligations and duties of Developer under the Agreement.

6. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which will constitute a single agreement. Facsimile, scanned and e-mailed, or electronic signatures will be treated as original signatures.

7. If any clause or provision of this Assignment of the Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that there be added to this Assignment a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and which is legal, valid, and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date written above.

DEVELOPER/ASSIGNOR:

CLACKAMAS CROSSING, LLC,
an Oregon limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CCX NORTH, LLC,
an Oregon limited liability company

By: _____
Name: _____
Title: _____

AGENCY:

CLACKAMAS COUNTY DEVELOPMENT
AGENCY, a corporate body politic

By: _____
Name: _____
Title: _____