



May 13, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Purchase and Sale Agreement between the North Clackamas Parks and Recreation District (NCPRD) and Brolin Co., LLC

Purpose/Outcome	To acquire 2,343 square feet of land to improve access to the future NCPRD park, community center, administrative offices and the Oak Lodge Library to be located at 3811 SE Concord Road, Oak Grove commonly called the Concord Property.
Dollar Amount and Fiscal Impact	\$31,631 plus closing costs
Funding Source	Business and Community Services Dept. (BCS) and NCPRD funds
Duration	Perpetual ownership of land will be shared between Oak Lodge Library and NCPRD.
Previous Board Action/Review	Previously discussed at a BCC Executive Session on Sept. 22, 2020.
Strategic Plan Alignment	<p>1. <i>How does this item align with your department's Strategic Business Plan goals?</i></p> <ul style="list-style-type: none"> Aligns with strategic result number 3: By 2024, residents of the Oak Lodge community will have access to a new library which provides library services and facilities at or above the "Essential" level recommended by the Oregon Library Association. (Oak Lodge Library). <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <ul style="list-style-type: none"> Provide public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. Design with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing access to a library near public transportation. Promote <i>Carbon Neutrality</i> by building sustainable projects using photovoltaic panels for power to reduce future operating costs.
Counsel Review	<p>1. Date of Counsel review: 04/22/21</p> <p>2. Initials of County Counsel performing review: JM</p>
Procurement Review	Since this is a real estate transaction, it was not processed through Procurement.
Contact Person	Sarah Eckman, BCS Interim Director, 503- 894-3135
Contract No.	N/A

BACKGROUND:

NCPRD purchased the six-acre Concord Property in 2018 as part of a Strategic Partnership with North Clackamas School District. Since then, Business and Community Services, including the Oak Lodge Library and NCPRD, completed a community master planning effort that located the Oak Lodge Library, a park, a community center, and NCPRD administrative offices on the site. This effort also determined that a 2,343 square-foot parcel of adjacent property would significantly improve access on the north side of the site from SE Olive Avenue.

At this time, only half of Olive Avenue provides access to the site. The subject property was previously designated as right-of-way and provided full access to the site, but it was vacated by the county and divided between the adjacent property owners, limiting site access. If the Purchase and Sale Agreement is approved by the Board, the full width of Olive Avenue would be available for cyclists and pedestrians to access the library, park, and community center. Please see attached drawing.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve the Purchase and Sale Agreement.

ATTACHMENTS:

Drawing
Purchase and Sale Agreement

Respectfully submitted,



Sarah Eckman, Interim Director
Business and Community Services



NCPRD-owned Concord Property
Brolin Co. LLC Property in NW Corner

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between Brolin Co., LLC, an Oregon limited liability company ("Seller"), and the North Clackamas Parks and Recreation District, a county service district organized under ORS chapter 451 ("NCPRD").

RECITALS

- A. Seller is the owner of approximately 2,343 square feet of real property, together with all the improvements thereon and all rights appurtenant thereto (including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights), located at 15550 SE McLoughlin Blvd., Milwaukie, in the County of Clackamas, State of Oregon, commonly known as a portion of Tax Lot 4400 map 2-1E-12AC, and more particularly described on the attached Exhibit A (the "Property"). The full property is known as Tax Parcel 00280797 (Entire Parcel).
- B. NCPRD desires to purchase from Seller, and Seller desires to sell and convey to NCPRD, all right, title and interest in the Property.
- C. The terms of this Agreement are as follows:

TERMS

1. Purchase and Sale. Seller agrees to sell and convey to NCPRD, and NCPRD agrees to purchase from Seller, the Property upon the terms and conditions set forth below in this Agreement.

2. Purchase Price. Subject to the appraisal condition set forth in Section 0 below, the Purchase Price for the Property is THIRTY ONE THOUSAND SIX HUNDRED THIRTY ONE DOLLARS (\$31,631), payable as follows:

2.1. Earnest Money Deposit. Within five (5) business days after execution of both this Agreement, NCPRD shall deposit into escrow with (the "Title Company") the sum of \$FIVE THOUSAND DOLLARS (\$5,000)(the "Earnest Money"). The term "Earnest Money" shall include all interest earned thereon. At Closing, the Earnest Money will be credited toward payment of the Purchase Price.

2.2. Balance of Purchase Price. On or before the Closing Date (as hereafter defined), NCPRD shall deposit into escrow with the Title Company the balance of the Purchase Price.

3. Closing Date. This transaction shall close no later than May 27, 2021, unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of the First American Title Company, located at 200 SW Market St., Suite 250, Portland, Oregon 97201.

4. NCPRD's Title Review.

4.1. Title Report; Unacceptable Exceptions. NCPRD has obtained a preliminary title report on the Property from the Title Company, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). NCPRD will have ten (10) days following the Effective Date to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to NCPRD (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If NCPRD notifies Seller of any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to give NCPRD written notice that Seller will remove the Unacceptable Exceptions from title to the Property

prior to Closing (at Seller's sole cost and expense) or that Seller will not remove the Unacceptable Exceptions. Seller's failure to deliver such notice shall be deemed to mean that Seller will remove the Unacceptable Exceptions. If Seller elects not to remove any of the Unacceptable Exceptions and NCPRD is not then satisfied with the condition of title, NCPRD may elect to terminate this Agreement, in which event the Earnest Money shall be returned to NCPRD.

4.2. Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then NCPRD may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to NCPRD, or (c) subject to Seller's written consent, extend the Closing Date for a period of forty-five (45) days to provide Seller with additional time to remove such exceptions. If NCPRD elects option (c) and at the end of the 45-day period such exceptions have not been removed, NCPRD may then elect to proceed in accordance with either option (a) or (b) described above. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by NCPRD at Closing.

4.3. Permitted Exceptions. All exceptions other than the Unacceptable Exceptions shall be deemed acceptable to NCPRD (the "Permitted Exceptions"); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions. Should the Title Company inform NCPRD of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by NCPRD.

5. NCPRD's Due Diligence and Inspection Thirty Day Contingency Period.

5.1. Seller's Delivery of Documents. Within five (5) business days after the Effective Date, Seller shall deliver to NCPRD any and all material information and documentation in Seller's possession or control pertaining to the Property (not the Entire Parcel) (the "Due Diligence Documents"). The Due Diligence Documents include (without limitation) copies of (a) all environmental data, studies, analyses, and reports relating to the Property or any neighboring property, (b) any existing survey of the Property, (c) any existing leases, boundary agreements, road maintenance agreements, or other contracts relating to all or a portion of the Property, (d) all topographical, geotechnical, wetlands, soils, and groundwater reports, or any other professional reports relating to the Property, (e) any well logs or water right certificates or permits relating to the Property, and (f) copies of any government permits, land use approvals or conditions, or zoning restrictions affecting the Property. If Seller is aware of the existence of any material information or documentation pertaining to the Property that is not in Seller's possession or control, Seller shall notify NCPRD of the existence of such information within five (5) business days after the Effective Date or two (2) business days after learning of such information. Should Seller fail to timely provide NCPRD with any Due Diligence Documents within the thirty (30) day Due Diligence and Inspection period, NCPRD may, at NCPRD's sole discretion, terminate the sale or, subject to Seller's consent, extend the Closing Date for a period not to exceed ten (10) days so that NCPRD may have adequate time to review such additional documentation.

5.2. Property and Environmental Inspections. NCPRD and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by NCPRD, shall have the right to access the Property (not the Entire Parcel) to conduct environmental studies (including Phase I and Phase II Environmental Site Assessments), structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence NCPRD deems necessary or desirable, within the thirty (30) day Due Diligence and Inspection Period. Seller shall cooperate with NCPRD in making such inspections, at no cost to Seller. NCPRD and its agents will have the right to

enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that NCPRD deems necessary or desirable; provided, however, that NCPRD shall give Seller forty-eight (48) hours notice prior to entering onto the Property. Any area disturbed by NCPRD's inspections shall be restored by NCPRD, at NCPRD's sole costs and expense, to substantially its pre-inspection condition. NCPRD shall indemnify, defend, and hold Seller harmless from all claims and liabilities of any kind, including but not limited to personal injury and property damages, from NCPRD's Property and Environmental Inspections. NCPRD shall keep the Property lien free. The provisions of this Section 5.2 shall survive Closing or termination of the Agreement.

6. Conditions Precedent to Closing.

6.1. Conditions Precedent to NCPRD's Obligations. In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6.1 must be satisfied prior to NCPRD's obligation to acquire the Property. These conditions are intended solely for NCPRD's benefit and NCPRD has the sole right and discretion to waive, by written notice, any of the conditions. In the event any condition is not satisfied or waived on or before Closing, NCPRD will have the right to terminate this Agreement, in which event the Earnest Money shall promptly be returned to NCPRD.

6.1.1. Due Diligence and Inspection Contingency. NCPRD must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents, the Property, and the results of NCPRD's inspections of the Property conducted under Section 5.2 above, all within thirty (30) days of the Effective Date. If NCPRD gives notice to Seller prior to thirty (30) days after the Effective Date that NCPRD is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, then this Agreement will automatically terminate and the Earnest Money shall be refunded to NCPRD, unless Seller and NCPRD agrees to an extension not to exceed twenty (20) days so that Seller and NCPRD may address such results. If at the end of the extension period, NCPRD and Seller have not reached an agreement regarding the issues disclosed as a result of such due diligence and inspections, then this Agreement will automatically terminate and the Earnest Money shall be refunded to NCPRD.

6.1.2. Title. At Closing (a) Seller shall convey by Quit Claim Property Line Adjustment Deed (without title warranty of any kind) title to the Property to NCPRD in accordance with Section 7.1.1, and (b) the Title Company must be committed to issue to NCPRD the Title Policy described below in Section 9.

6.1.3. Representations, Warranties, and Covenants of Seller. Seller shall have performed all of its obligations hereunder, and Seller's representations and warranties set forth in this Agreement shall be true, complete and correct as of the Effective Date and as of the Closing Date.

6.1.4. No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.5. Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.6. Removal of Personal Property and Debris. Seller shall have removed or have caused to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish, debris, illegally dumped materials or illegal fill materials.

6.1.7. Property Line Adjustment Approval. The sale is contingent upon NCPRD obtaining an approved Property Line Adjustment from Clackamas County on or before the Closing Date.

6.1.8. Survey Completed and Recorded. The sale is contingent upon NCPRD completing any required survey obligations on or before Closing.

6.2. Conditions Precedent to Seller's Obligations. Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to NCPRD's delivery to the Title Company on or before the Closing Date of (i) the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.3. Cancellation Fees and Expenses. In the event the escrow terminates because of the failure of any condition for a reason other than the default of Seller under this Agreement, NCPRD shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company.

7. Deliveries to the Title Company.

7.1. By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1. Deed. A Quit Claim Property Line Adjustment Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to NCPRD, without representation or warranty, but free and clear of all liens and encumbrances except the Permitted Exceptions accepted by NCPRD pursuant to Section 4 above. The Title Company's usual, preprinted exceptions (typically listed as general exceptions 1 through 5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2. Proof of Authority. Such proof of Seller's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or NCPRD.

7.1.3. Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.4. Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2. By NCPRD. On or before the Closing Date, NCPRD shall deliver the following into escrow with the Title Company.

7.2.1. Purchase Price. The Purchase Price, in accordance with Section 2 above.

7.2.2. Proof of Authority. Such proof of NCPRD's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.3. Other Documents. Such other fully executed documents and funds as are required of NCPRD to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

8. Deliveries to NCPRD at Closing. At Closing, Seller shall deliver to NCPRD exclusive possession of the Property.

9. Title Insurance. At Closing, Seller shall cause the Title Company to issue to NCPRD a standard ALTA owner's title insurance policy in the full amount of the Purchase Price, insuring (a) fee simple title vested in NCPRD or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement.

10. Closing Costs. Seller shall pay for the Title Policy, one-half of all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to NCPRD below, and Seller's share of prorations pursuant to Section 11 below. NCPRD shall pay the cost of recording the Deed and the Memorandum, one-half of all escrow fees, and NCPRD's share of prorations pursuant to Section 11 below. NCPRD and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between NCPRD and Seller in accordance with the customary practice in the county where the Property is located.

11. Proration's and Taxes.

11.1. Prorations. Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and NCPRD as of the Closing Date.

11.2. Taxes and Assessments. All taxes, assessments, and encumbrances that will be a lien against the Property at Closing shall be satisfied by Seller at Closing. If Seller shall fail to do so, NCPRD may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price. If the Property is subject to farm or forest deferred taxes, Seller will have no obligation or responsibility for said deferred taxes, unless the Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.

12. Seller's Representations and Warranties. Seller hereby warrants and represents to NCPRD the following matters, and acknowledges that they are material inducements to NCPRD to enter into this Agreement. Seller agrees to indemnify, defend, and hold NCPRD harmless from all expense, loss, liability, damages and claims, including (without limitation) attorney's fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants, which indemnity shall survive the Closing. These representations and warranties shall survive Closing. Seller warrants and represents to NCPRD that the following matters are true and correct, and will remain true and correct through Closing:

12.1. Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

12.2. Property Condition. Per the Letter of Intent, the sale of the Property is "AS IS" and without representation or warranty as to its condition or suitability for NCPRD's intended use.

12.3. Changed Conditions. If prior to Closing, the physical status or condition of the Property is materially changed (i.e., by an event or act that destroys or impairs the value of the Property by more than

twenty five percent (25%)) (the Material Change), Seller shall promptly give written notice thereof. If Seller is unable or unwilling to remedy the Material Change before Closing, NCPRD may elect to either: (a) terminate this Agreement, in which case NCPRD will have no obligation to purchase the Property and the Earnest Money shall be refunded to NCPRD, or (b) subject to agreement by Seller, extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first. Should NCPRD extend the Closing Date and the problem is not remedied within the 45-day timeframe, NCPRD may then elect to terminate this Agreement and receive a refund of its Earnest Money.

13. Condition of the Property Through Closing. Seller shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) keep all existing insurance policies affecting the Property in full force and effect, (c) make all regular payments of interest and principal on any existing financing, (d) pay all real property taxes and assessments against the Property prior to delinquency, (e) comply with all government regulations, and (f) keep NCPRD timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

14. NCPRD's Representations and Warranties. In addition to any express agreements of NCPRD contained herein, the following constitute representations and warranties of NCPRD to Seller:

(a) Subject to the conditions stated herein, NCPRD has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by NCPRD in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of NCPRD have the legal power, right, and actual authority to bind NCPRD to the terms and conditions of this Agreement.

15. Legal and Equitable Enforcement of This Agreement.

15.1. Default by Seller. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, NCPRD shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

15.2. Default by NCPRD. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by NCPRD, NCPRD and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, NCPRD and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that NCPRD defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money, plus Seller's actual out of pocket expenses incurred in connection with the transaction. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by NCPRD. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon a termination due to a default by NCPRD, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

16. Risk of Loss, Condemnation. Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give NCPRD written notice of such event. NCPRD may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by NCPRD of written notice from Seller of such casualty or condemnation and the Title Company shall return the Earnest Money to NCPRD.

17. Notices. All notices required or permitted to be given must be in writing to the address set forth below and will be deemed given upon (a) personal service, (b) deposit in the United States Mail, postage prepaid, or (c) deposit with a nationally recognized overnight courier service. All such notices shall be deemed received (x) upon personal service, (y) three (3) days after deposit in the United States Mail, postage prepaid, or (z) one (1) day after deposit with a nationally recognized overnight courier service.

To Seller: Anne Price
Manager
Brolin Co., LLC
22234 175th Ave Se
Kent, WA 98042
Phone No. (206) 276-9147

To NCPRD: Sara Eckman
Interim Director Business and Community Services
150 Beaver creek Rd.
Oregon City, OR 97045
Phone No. (503) 742-4344

Copy to: County Counsel
Clackamas County
2051 Kaen Rd.
Oregon City, OR 97045
Phone No. (503) 742-8362

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

18. No Broker or Commission. Each party represents and warrants to the other that it has not used or engaged a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend NCPRD from and against any such claim if based on any action, agreement, or representations made by Seller; and NCPRD shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by NCPRD.

19. Further Actions of NCPRD and Seller. NCPRD and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

20. Accommodating a 1031 Exchange. (Not applicable)

21. Miscellaneous.

21.1. Recording of Memorandum. On the Effective Date the parties shall execute a memorandum of this Agreement (the "Memorandum"), which NCPRD may cause to be recorded against the Property, at its sole expense.

21.2. Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

21.3. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

21.4. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing and will not merge into the Deed.

21.5. Successors and Assigns. This Agreement will be binding on and will inure to the benefit of the successors and assigns of the parties to it. NCPRD may assign all or any portion of its interest in this Agreement to a park-providing entity without the consent of Seller.

21.6. Representation. This Agreement was prepared by NCPRD. Seller represents that Seller had an opportunity to consult with its own legal counsel prior to executing this Agreement. Seller waives any claim that any term or condition herein should be construed against the drafter of the Agreement. This Agreement shall be construed as if it had been prepared by both parties.

21.7. Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

21.8. Time of Essence. Seller and NCPRD hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

21.9. Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

21.10. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

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 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.

This document will automatically expire on _____, 2021 at 5:00 p.m., if not executed by Seller within that time and delivered to NCPRD pursuant to the notice requirements contained in Section 17 above.

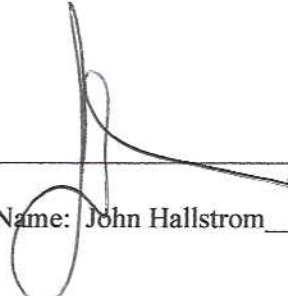
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT,
An ORS Chapter 451 county service district:

BROLIN CO., LLC, SELLER:

By: _____
Tootie Smith
Chair of the Board of Directors

By: _____
Print Name: John Hallstrom



Date: _____

Title: Brolin Co., LLC - Manager _____

Date: 4.21.21

*State of WA
County of King
This record was acknowledged
before me on 4/21/21
by John G Hallstrom*



*Edward Revzin
Notary Public
Comm exp 4/5/2022*

Exhibit A
Property Legal Description

TAX LOT 4400 (2-1E-12AC)

A PORTION OF VACATED OLIVE AVENUE ORDER NO. 77-879, DOCUMENT NO. 77-23737

A 25.00 FOOT WIDE STRIP OF LAND, SITUATED IN THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, SAID TRACT BEING A PORTION OF VACATED OLIVE AVENUE, ORDER NO. 77-879, RECORDED IN DOCUMENT NO. 77-23737, CLACKAMAS COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH DIAMETER IRON PIPE AT THE MOST WESTERLY CORNER OF LOT 2, "SPAULDING ACRES", PLAT NO. 298, CLACKAMAS COUNTY PLAT RECORDS, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE (50.00 FEET WIDE); THENCE S.51°00'23"W., 25.00 FEET TO A 1/2 INCH DIAMETER IRON PIPE AT THE CENTERLINE OF SAID VACATED OLIVE AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE, S.37°23'29"E., 96.06 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH AN ALUMINUM CAP STAMPED "CES NW INC"; THENCE S.61°33'09"W., 25.31 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, N.37°23' 29"W., 91.42 FEET; THENCE N.51°00'23"E., 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2345 SQUARE FEET.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION ARE BASED UPON INFORMATION FROM SURVEY NO. 2020-041, CLACKAMAS COUNTY SURVEY RECORDS.