



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

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

April 24, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as North Clackamas Parks and Recreation District Board of Directors

Approval of a Purchase and Sale Agreement with Monroe Park Middle Housing for acquisition of a 9.69-acre parcel for a new park located at SE 70th Avenue and SE Monroe Street. Purchase Price is \$3,375,000. Funding is through the NCPRD Property Acquisition Account and reimbursement from the Clackamas County Development Agency. No County General Funds are involved.

Previous Board Action/Review	March 11, 2025 – Board of Directors Executive Session		
Performance Clackamas	2. Grow a vibrant economy 3. Build a strong infrastructure 4. Ensure safe, healthy and secure communities		
Counsel Review	Yes, JM 4/10/25	Procurement Review	No
Contact Person	Erin Reome	Contact Phone	503-784-7784

EXECUTIVE SUMMARY: Monroe Park Middle Housing LLC is under contract to purchase the former Koida Nursery site, located between SE King Road and SE Monroe Street along SE 70th and SE 72nd Avenues, to develop a 122-unit townhome subdivision development. A representative of the LLC approached the North Clackamas Parks and Recreation District (NCPRD) regarding purchase of the southernmost parcel located at the intersection of SE 70th Avenue and SE Monroe Street (see Property Map). The property is one of a few remaining large parcels in a densely developing area and fills a gap in NCPRD service in a high priority location based on the draft 2025 NCPRD System Plan. NCPRD subsequently partnered with the Clackamas County Development Agency (CCDA) on the purchase of the property and future park development as the project meets shared goals for service delivery and revitalization. This summer, CCDA will construct bicycle and pedestrian improvements to SE Monroe Street which borders the north edge of the property.

An independent appraisal dated February 5, 2025, estimated the land value at \$3,735,000. NCPRD would purchase the property for \$3,375,000 with proceeds from the recently created Property Acquisition account; this account includes \$5,800,000 in sale proceeds from the Wichita and Clackamas Elementary property sales. The CCDA would reimburse NCPRD for \$375,000 of the property purchase, and provide \$500,000 for preparation of a conceptual site plan and a minimum of \$4,000,000 for phase I park development.

In order to best accommodate closing of this multiparty transaction, a Board Order is attached to provide a limited delegation of signing authority to the Director of NCPRD to sign all documents necessary to complete the purchase of the property.

RECOMMENDATION: Staff recommends approval of a Purchase and Sale Agreement with Monroe Middle Housing LLC for purchase of the 9.69-acre parcel located at the intersection of SE 70th Avenue and SE Monroe Street for \$3,375,000, and a Board Order providing a limited delegation of signing authority to the Director of NCPRD to complete the purchase.

For Filing Use Only

ATTACHMENTS:

1. Property Map
2. Purchase and Sale Agreement with Monroe Park Middle Housing LLC
3. Board Order providing a Limited Delegation of Signing Authority to the Director of NCPRD

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kia Selley", with a long horizontal flourish extending to the right.

Kia Selley, *RLA*
Director North Clackamas Parks and Recreation District

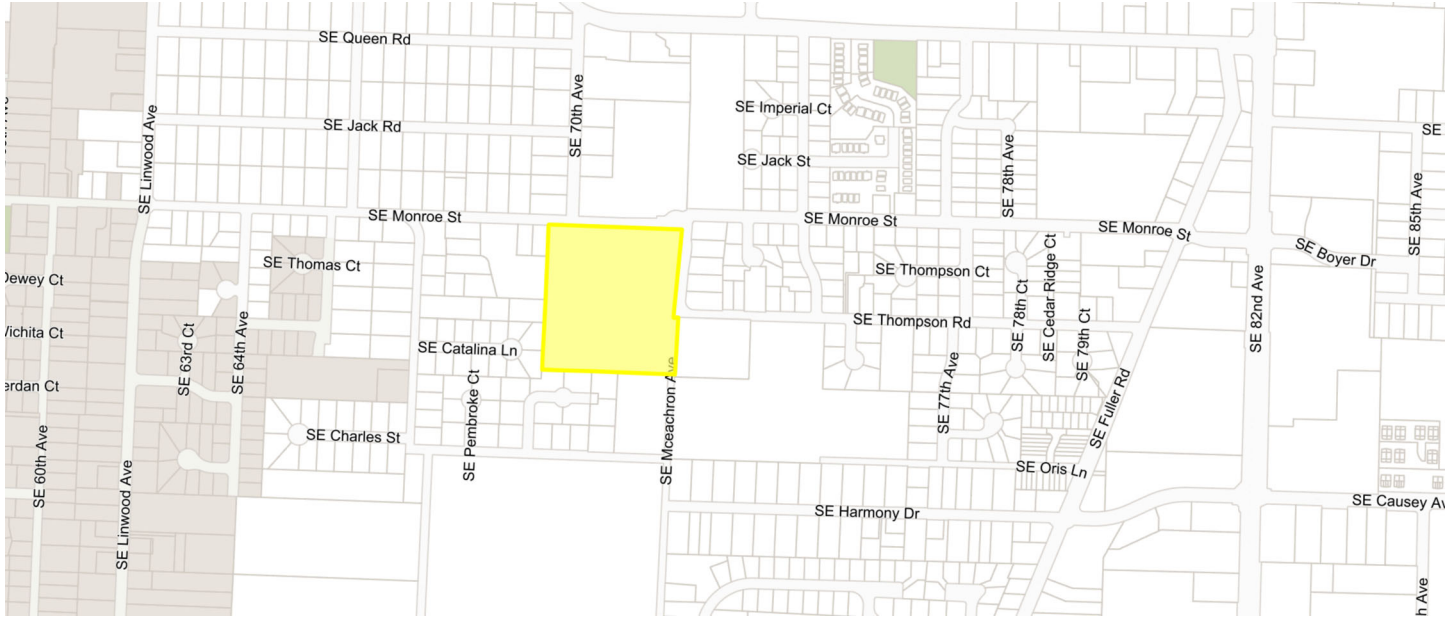


Property Report

Geographic Information Systems

121 Library Court

Oregon City, OR 97045



Parcel Number	00103186
Tax Payer	KOIDA PETER T CO-TRUSTEE
Site Address	undefined
Mailing Address	10606 SE 70TH AVE, MILWAUKIE, OR 97222
Tax Lot Number	12E32BA04900
Land Value	\$1,708,850.00
Building Value	\$404,400.00
Total Value	\$2,113,250.00
Bedrooms	N/A
Bathrooms	N/A
Living Area	N/A
Assessed Acres	9.85
Assessed Value	\$173,441.00
Year Built	N/A
Sale Date	04/19/2024
Sale Amount	\$0.00
Sale Type	S
Document Number	2024-014170
Land Class	541
Building Class	N/A
Neighborhood	Milwaukie Unincorporated
Taxcode Districts	012230
Urban Growth Boundary	Metro UGB
FEMA	Area Of Minimal Flood Hazard
Zoning	R10: 9.41 acres
Fire District	Clackamas RFPD #1

Park District	North Clackamas Park District
Park District Zone	Zone 1
School District	North Clackamas
Sewer District	undefined
Water District	Clackamas River Water
Community Planning Organization	Southgate
Garbage And Recycling Service	Waste Management of Oregon
City	Unincorporated Clackamas County

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before making decisions.

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Wed, 19 Mar 2025 21:54:07
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PURCHASE AND SALE AGREEMENT Monroe Park Property

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 Monroe Park Middle Housing LLC, an Oregon limited liability company (“Seller”), and the North Clackamas Parks and Recreation District, an ORS Chapter 451 County Service District of Clackamas County (“NCPRD”).

RECITALS

A. Seller has the contractual right to acquire the right to purchase approximately 9.69 acres 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, if any), located at the southwest corner of SE Monroe Street and SE 72nd Avenue in the County of Clackamas, State of Oregon, commonly known as Tax Parcel 12E32BA04900 in Section 32 of Township 1 South, Range 2 East, of the Willamette Meridian, and more particularly described on the attached Exhibit A (the “Property”) pursuant to the following agreements (as any time amended, collectively the “Underlying PSA”): (a) Purchase and Sale Agreement and Receipt of Earnest Money dated on or about January 26, 2023 and executed by Nami Koida, Trustee of the William J. Koida and Nami Koida Family Trust under Agreement dated March 31, 2014, Nami Koida, Trustee of the Williams J. Koida Irrevocable Trust, Mieko A. Koida, Peter T. Koida, Karen E. Koida, Richard I. Koida and Kimiko N. Koida, Co-Trustees of the Richard I. Koida and Kimiko N. Koida Family Trust under Agreement dated November 12, 2104, and Joe Koida Florist Inc., an Oregon corporation (collectively, “Underlying Seller”), and Kehoe Northwest Properties, LLC, an Oregon limited liability company (“KNP”); (b) First Addendum to PSA dated April 12, 2023 and executed by Seller and KNP; (c) Second Addendum to PSA dated July 28, 2023 and executed by Seller and KNP; (d) Third Addendum to PSA dated May 23, 2024 and executed by Seller and KNP; (e) Fourth Addendum to PSA dated July 30, 2024 and executed by Seller and KNP; (f) Fifth Addendum to PSA dated August 30, 2024 and executed by Seller and KNP; (g) Assignment of Purchase and Sale Agreement and Receipt of Earnest Money dated September 20, 2024 and executed by KNP and Green Light Investments LLC, an Oregon limited liability company (“Green Light”); and (h) Sixth Addendum to and Consent to Assignment of Purchase and Sale Agreement dated November 1, 2024 and executed by Underlying Seller, KNP and Green Light (the “Sixth Addendum”). Seller is a joint venture between KNP and an affiliate of Green Light and the Sixth Addendum contemplates that the Underlying PSA will be assigned to Seller.

B. NCPRD desires to purchase from Seller, and Seller desires to sell and convey to NCPRD, all right, title and interest in the Property following Seller’s acquisition of the Property from Underlying Seller.

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; Earnest Money. The Purchase Price for the Property is Three Million Three Hundred Seventy-Five Thousand Dollars (\$3,375,000), payable as follows: On or before the Closing Date (as hereafter defined), NCPRD shall deposit into escrow with the Title Company (as hereafter defined) the full Purchase Price less any Earnest Money (as hereafter defined) on deposit with the Title Company. Upon full execution of this Agreement, NCPRD shall deposit One Hundred Sixty-Eight

Thousand Seven Hundred Fifty Dollars (\$168,750.00) with Title Company as earnest money (the "Earnest Money"). The Earnest Money shall be non-refundable, except as otherwise provided in this Agreement, and shall be applied to the Purchase Price at Closing.

3. Closing Date. This transaction shall close no later than May 30, 2025, unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of First American Title Company, 5335 SW Meadows Road, Lake Oswego, Oregon 97035, Phone: 503-350-5005 ("Title Company") attention Joyce Jameson. If the closing deadline under the Underlying PSA is extended in accordance with its terms until no later than July 29, 2025, then, upon notice to NCPRD, Seller may extend the Closing Date under this Agreement to no later than July 29, 2025.

4. NCPRD's Title Review.

4.1. Title Report; Permitted and 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"). Exhibit B attached hereto set forth the permitted exceptions to title of the Property (the "Permitted Exceptions"). Any exceptions to title other than the Permitted Exceptions shall be "Unacceptable Exceptions."

4.2. Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exceptions by the Closing Date, then NCPRD may elect to either (a) accept title to the Property subject to such Unacceptable Exceptions, or (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to NCPRD. 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.

5. NCPRD's Due Diligence and Inspections.

5.1. Seller's Delivery of Documents. Within five (5) days after the Effective Date, Seller shall deliver to NCPRD any and all material non-confidential information and documentation in Seller's possession or control pertaining to the Property (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 has actual knowledge, without any obligation of inquiry or investigation, of the existence of any non-confidential 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) days after the Effective Date. Seller shall have no responsibility or liability for the completeness or accuracy of any of the Due Diligence Documents or any other information given by Seller to NCPRD regarding the condition or operation of the Property. Should Seller fail to timely provide NCPRD with any Due Diligence Documents, NCPRD may, at NCPRD's sole discretion, extend the Closing Date for a period equal to any delay in providing the Due Diligence Documents, but not to exceed a maximum of twenty (20) days, so that NCPRD may have adequate time to review such additional documentation.

5.2. Property and Environmental Inspections. Subject to its compliance with the applicable provisions of the Underlying PSA, 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 to conduct environmental studies, structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence NCPRD deems necessary or desirable. If the results of a Phase 1 Environmental Site Assessment ("ESA") are such that a Phase 2 ESA is recommended, NCPRD agrees to share the results of the Phase 1 ESA with Seller and Underlying Seller. With respect to any Phase 2 ESA inspection or testing that is invasive or involves removing or demolishing any portion of the Property, NCPRD must first submit to Seller and Underlying Seller a written plan for any such invasive testing which shall include a plan to deal with any hazardous materials that may be encountered during such testing (for purposes of testing only, not clean up or remediation thereon, and NCPRD may not proceed with any such invasive testing unless Seller and Underlying Seller has approved of NCPRD's plan in writing (which approval may be withheld by Seller or Underlying Seller in their reasonable business judgment). NCPRD shall conduct any such invasive testing in strict accordance with the plan approved by Seller and Underlying Seller. Seller shall cooperate with NCPRD in making such inspections. Subject to its compliance with the applicable provisions of the Underlying PSA, 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 at least three (3) business days' prior notice before entering the Property so Seller can coordinate with Underlying Seller to provide NCPRD with access to the Property. Any area disturbed by NCPRD's inspections shall be restored by NCPRD, at NCPRD's sole costs and expense, to its pre-inspection condition. NCPRD shall indemnify, defend, protect, and hold harmless Seller and Underlying Seller from and against all liabilities, liens, damages, and costs (excluding attorneys' fees) arising from or related to any entry onto the Property by NCPRD or any of its employees, agents, contractors, or licensees. At Seller's request, prior to entry onto the Property, NCPRD shall deliver to Seller a certificate or other reasonable proof evidencing that NCPRD and/or its applicable contractor(s) have a commercial general liability insurance policy written on an occurrence basis with limits liability for personal injury and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and \$2,000,000 in the aggregate, from insurers licensed to do business in the State of Oregon with a rating of not less than A-/VIII as published in the most currently available Best's Insurance Reports, with Seller and Underlying Seller named as additional insureds. NCPRD's obligations under this Section 5.2 shall survive Closing or any termination of this 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 Results. 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. If NCPRD gives notice to Seller prior to the Closing 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.

6.1.2. Title. At Closing (a) Seller shall convey fee simple 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.

6.2. Conditions Precedent to Seller's Obligations. In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6.2 must be satisfied prior to Seller's obligation to sell the Property. These conditions are intended solely for Seller's benefit and Seller 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, Seller will have the right to terminate this Agreement, in which event the Earnest Money shall promptly be returned to NCPRD.

6.2.1. Underlying PSA. Seller shall have acquired the Property from Underlying Seller pursuant to the Underlying PSA.

6.2.2. Buyer's Deliveries. Buyer shall have timely delivered to the Title Company on or before the Closing Date (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 Statutory Special Warranty Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to NCPRD free and clear of all liens and encumbrances except the Permitted Exceptions. 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 (i) exclusive possession of the Property and (ii) keys to all improvements and personal property located on 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 (the "Title Policy").

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, one-half of all escrow fees, NCPRD's share of prorations pursuant to Section 11 below, and the costs of any endorsements to the Title Policy requested by NCPRD. 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. Prorations 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, other than any lien for real property taxes not yet due or payable, 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. These representations and warranties shall survive Closing for a period of six (6) months. 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. Subject to the terms and conditions of the Underlying PSA, 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 and no further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

12.2. Rights and Contracts Affecting Property. Except for this Agreement and the Underlying PSA, Seller has not entered into any other contracts for the sale of the Property, nor, has Seller granted any rights of first refusal or options to purchase the Property. Except for the Corpac License Agreement (as defined in Section 13 below) and those exceptions of record listed on the Title Report, the Property is free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances created by or through Seller. 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. Seller has not entered into any service contracts or other agreements pertaining to the Property that will bind the Property or NCPRD on or after the Closing.

12.3. Possession. Except for the Corpac License Agreement and as otherwise specifically set forth in this Agreement, Seller has not entered into any leases, licenses, or other agreements permitting, nor has Seller entered into any course of conduct that would permit, any person or entity to occupy or use any portion of the Property. Seller shall deliver immediate and exclusive possession of the entire Property to NCPRD at Closing, subject to the Corpac License Agreement.

12.4. Recitals. The statements and information set forth in the Recitals are true and correct.

12.5. No Legal Proceedings. To Seller's knowledge, there is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property or against Seller (nor is there any basis for any such proceeding) that could (a) affect Seller's right or title to the Property, (b) affect the value of the Property, or (c) subject an owner of the Property to liability.

12.6. Mechanic's and Other Liens. Seller has not performed or caused to be performed any work on the Property or had delivered or caused to be delivered any materials to the Property that would give rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property.

12.7. Public Improvements or Governmental Notices. To Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property, 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.

12.8. 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.

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

12.10. PATRIOT Act. Neither Seller nor, to Seller's knowledge, any person having a direct or indirect beneficial interest in Seller (nor any principal, officer, or director of the foregoing), (a) appears on the Specially Designated Nationals and Blocked Person List or similar list prepared or maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and none of the foregoing is a Senior Foreign Political Figure or Prohibited Foreign Shell Bank (as such terms are defined in the PATRIOT Act (Public Law 107-56)), (b) is a person with whom a United States citizen is prohibited from transacting business under any U.S. law, regulation or Executive Order, or (c) is engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in any U.S. anti-money laundering law.

12.11. Real Property Acquisition Policy Compliance. In light of the requirements of federal land acquisition laws and regulations, Seller has been informed of NCPRD's limited authority to acquire property only from willing sellers, Seller represents that it is a willing seller on the terms and conditions set forth in this Agreement, and Seller understands that the Purchase Price for the Property is based on NCPRD's valuation of the fair market value of the Property.

12.12. Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall promptly give notice to NCPRD of those facts and information. If any of the foregoing warranties and representations cease to be true before Closing, Seller shall use commercially reasonable efforts to remedy the problem, at its sole expense, before Closing. If the problem is not remedied before Closing, NCPRD may elect to terminate this Agreement, in which case NCPRD will have no obligation to purchase the Property and the Earnest Money shall be refunded to NCPRD; provided, however, that such election will not constitute a waiver of NCPRD's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor will it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

12.13. Seller's Knowledge. As used herein, "to Seller's knowledge" means to the current, actual knowledge without duty of inquiry or investigation of Mark Desbrow and does not include knowledge imputed to Seller from any other person or entity. The named individual is acting for and on behalf of Seller and in a capacity as an officer or employee of Seller or one more of Seller's affiliates and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. NCPRD waives any right to sue or to seek any personal judgment or claim against the named individual.

13. Condition of the Property Through Closing. From and after the date on which Seller acquires the Property from the Underlying Seller pursuant to the Underlying PSA (the "Seller Acquisition Date"), Seller shall (a) maintain the Property in substantially the same condition as it was on the Seller Acquisition 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 Seller Acquisition Date. NCPRD acknowledges and agrees that Seller

may enter into a license agreement with Corpac Construction Company (“Corpac”) to access and use the Property for up to eighteen (18) months for construction staging purposes in connection with nearby street improvement and construction work (the “Corpac License Agreement”). Seller will provide NCPRD with a copy of the Corpac License Agreement, when signed, and the Corpac License Agreement will be a Permitted Exception if the Closing occurs.

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. Independent Investigation; AS-IS Sale.

15.1. NCPRD agrees that NCPRD is responsible for independently investigating all aspects of the Property, including, without limitation:

15.1.1. All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements, and building codes.

15.1.2. The physical condition and aspects of the Property, including, without limitation, the square footage of the Property, seismic and geotechnical aspects of the Property, the utilities, if any, the suitability of the Property for NCPRD’s intended use and development, and all other physical and functional aspects of the Property. Such examination of the physical condition of the Property shall include, but not be limited to, the NCPRD’s examination of the presence or absence of Hazardous Substances. For purposes of this Agreement, “Hazardous Substances” shall mean inflammable explosives, pollutants, contaminants, radioactive materials, asbestos, polychlorinated biphenyls, lead, lead-based paint, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, oil, or related materials, which are listed or regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 9601, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.), the and Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other applicable federal, state or local laws, rules, regulations or governmental requirements (“Environmental Laws”).

15.1.3. Any agreements, easements, covenants, conditions, restrictions, access rights, documents, and other matters affecting the Property.

15.2. NCPRD SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND NCPRD IS PURCHASING THE PROPERTY ON AN “AS IS WITH ALL FAULTS”

BASIS AND THAT NCPRD IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION: (a) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, the structural elements, seismic aspects of the Property, appurtenances, access, sewage, utility systems, if any, the square footage of the Property, (b) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (c) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, if any, (d) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (e) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (f) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (g) the presence of Hazardous Substances on, under or about the Property or the adjoining or neighboring property, (h) the quality of any labor and materials used in any improvements on the Property, (i) the condition of title to the Property, (j) the contracts or other agreements affecting the Property and (k) the economics of the operation of the Property.

15.3. Release and Indemnity by NCPRD. NCPRD on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller and its members, managers, employees, and agents of each of them, and their respective heirs, successors, personal representatives, and assigns (collectively, the "Seller Related Parties") from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with: (a) the physical condition of the Property including, without limitation, the environmental condition of the Property and Hazardous Substances on, under or about the Property, or (b) any Environmental Laws. To the maximum extent permitted by law, NCPRD shall indemnify, protect, defend and hold Seller and the Seller Related Parties from and against any suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, (except for attorneys' fees) and court costs and expenses of whatever kind asserted by a third party and which arise out of or are in any way connected with: (i) the use, maintenance, operation, ownership or possession of the Property from and after the Closing Date, and (ii) the use, generation, manufacture, storage, discharge, disposal, transportation or presence of Hazardous Substances on the Property from and after the Closing Date.

15.4. Seller's Limited Liability. Notwithstanding any contrary provision contained in this Agreement, after the Closing, the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by NCPRD under this Agreement (including, without limitation, for any breach of the representations and warranties contained in this Agreement), and any and all documents executed pursuant hereto or in connection herewith shall under no circumstances whatsoever exceed One Hundred Thousand Dollars (\$100,000.00).

15.5. Survival. The provisions of this Section 15 shall survive Closing and shall be fully enforceable thereafter.

16. Legal and Equitable Enforcement of This Agreement.

16.1. 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, as its sole and

exclusive remedy, to terminate this Agreement, whereupon the Earnest Money shall be returned to NCPRD, and NCPRD may seek reimbursement from Seller of all of its out-of-pocket expenses incurred in connection with the transaction up to an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). For the avoidance of doubt, unless such failure is the result of a default by Seller under the Underlying PSA, Seller's failure to acquire the Property pursuant to the Underlying PSA shall not be deemed a default by Seller hereunder.

16.2. **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. 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.

17. **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.

18. **Notices.** All notices required or permitted to be given under this Agreement must be in writing and sent with all applicable delivery and postage charges prepaid to the address set forth below by one of the following means: (a) commercial messenger service; (b) United States certified or registered mail, return receipt requested; (c) nationally recognized overnight courier service; or (d) email, provided that a copy of any notice sent by email is sent on the same business day by another means allowed under this Section 18. All such notices shall be deemed given on the earlier of actual delivery or refusal of a Party to accept delivery thereof; *provided, however*, that notices sent by email shall be deemed given on the business day transmitted if sent by 5:00 p.m. Pacific Time (as shown on the sending Party's email transmission) in accordance with subclause (d) and otherwise, on the next business day. Notices may be sent by counsel to a Party on behalf of such Party.

To Seller: Mark Desbrow
Monroe Park Middle Housing LLC
3462 NE Sandy Blvd.
Portland, OR 97232
Phone No. (503) 860-5983
markd@gl-dev.com

with a copy to: Radler White Parks & Alexander LLP
Attn: Dina Alexander
111 SW Columbia Street, Suite 700
Portland, OR 97201
Phone No. (971) 634-0203
dalexander@radlerwhite.com

To NCPRD: Kia Selley
NCPRD Director
7300 SE Harmony Rd.
Milwaukie, OR 97222
Phone No. (971) 337-6867
kselley@ncprd.com

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. Notices may be given by counsel for either party. Telephone numbers are for information only.

19. 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.

20. 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.

21. Accommodating a 1031 Exchange. If Seller desires to transfer the Property through an exchange transaction under Section 1031 of the Internal Revenue Code, NCPRD will cooperate in such exchange as long as (a) such cooperation is at the sole expense of Seller, (b) NCPRD assumes no additional risk or liability or loses any remedies or rights due to the exchange transaction, (c) the Closing is not delayed as a result of the exchange, (d) Seller delivers title as agreed directly to NCPRD, and (e) NCPRD is not obligated to take title to any additional property. Seller shall indemnify, protect, hold harmless, and defend NCPRD from and against any and all claims, damages, costs, liabilities, losses, and expenses (including reasonable attorney fees) arising out of the exchange transaction. This indemnity shall survive Closing.

22. Miscellaneous.

22.1. 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.

22.2. 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.

22.3. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing and will not merge into the Deed, subject to any survival limitations otherwise set forth in this Agreement.

22.4. Successors and Assigns. This Agreement will be binding on and will inure to the benefit of the successors and permitted assigns of the parties to it. NCPRD may assign all or any portion of its interest in this Agreement to a park-providing entity subject to the prior written consent of Seller, which consent may be granted or denied in Seller's sole discretion. If a permitted assignee of NCPRD assumes all the obligations of NCPRD hereunder, then NCPRD shall have no further liability with respect to this Agreement. Seller may assign this Agreement to any holder of the buyer's rights under the Underlying PSA or owner of the Property.

22.5. 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.

22.6. 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.

22.7. 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.

22.8. 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.

22.9. 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.

22.10. 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.

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.

*(Remainder of Page Intentionally Left Blank;
Signature Page Follows)*

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

BUYER:

North Clackamas Parks and Recreation District,
a Clackamas County Service District

SELLER:

Monroe Middle Housing LLC,
an Oregon limited liability company

By: Green Light LLC, an Oregon limited
liability company, its manager

By: _____
Craig Roberts, Chair

By: _____
Mark N.R. Desbrow, Manager

Date: _____

Date: _____

Exhibit A
Property Legal Description

Beginning at the intersection of the South line of the D. Hathaway D.L.C. #60, with the half section line running North and South through Section 32, in T. 1 S. R. 2 E. of the W.M.; running thence South 10 chains and 70 links; thence West 9 chains and 35 links; thence North 10 chains and 70 links; thence East 9 chains and 35 links to the place of beginning, containing 10 acres, more or less.

DRAFT

Exhibit B
Permitted Exceptions

1. As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property may be subject to additional taxes or penalties and interest.
2. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.
3. Easement, including the terms and provisions thereof:

For	:	Gas pipeline and appurtenances
Granted to	:	Northwest Natural Gas Company
Recorded	:	May 6, 1960
Recording No.	:	Book 571, Page 1
Affects	:	a portion of Parcel III of the premises herein
4. Easement, including the terms and provisions thereof:

For	:	Sewer and related facilities
Granted to	:	Clackamas County
Recorded	:	October 19, 1973
Recording No.	:	73-33165
Affects	:	a portion of Parcel III of the premises herein
5. Easement, including the terms and provisions thereof:

For	:	Sewer and related facilities
Granted to	:	Clackamas County
Recorded	:	April 15, 1974
Recording No.	:	74-9361
Affects	:	a portion of Parcel III of the premises herein
6. Easement, including the terms and provisions thereof:

For	:	Surface water, storm drainage and sanitary sewer
Granted to	:	Clackamas County Service District No. 1
Recorded	:	December 3, 1998
Recording No.	:	98-115304
Affects	:	a portion of Parcel III of the premises herein
7. City liens, if any, of the City of Milwaukie, not due and payable as of Closing.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of a Limited
Delegation of Signing Authority to
the Director of the North
Clackamas Parks and Recreation
District



Board Order No. _____

Page 1 of 2

Whereas, the Board of County Commissioners (“the Board”) is the governing body of the North Clackamas Parks and Recreation District (“NCPRD”), this matter coming before the Board at this time, and it appearing that the Board has authority to sign all documents for the purchase and sale of real property; and

Whereas, the Board believes it is necessary to delegate limited authority to the Director of NCPRD to sign closing documents, and any other documents necessary to complete the purchase of the property that is the subject of the Purchase and Sale Agreement with Monroe Park Middle Housing LLC for acquisition of a 9.69-acre parcel located at the intersection of SE 70th Avenue and SE Monroe Street (“Monroe Park Property”). The total purchase price is Three Million Three Hundred and Seventy-Five Thousand and 00/100 dollars (\$3,375,000). This limited delegation of signing authority is to ensure the timely and efficient closing of this transaction; and

NOW THEREFORE, the Clackamas County Board of Commissioners, acting as the governing body of NCPRD, do hereby order as follows:

1. The Purchase and Sale Agreement with Monroe Park Middle Housing LLC for acquisition of a 9.69-acre parcel located at the intersection of SE 70th Avenue and SE Monroe Street for the total purchase price of Three Million Three Hundred and Seventy-Five Thousand and 00/100 dollars (\$3,375,000) is approved; and

2. The Director of NCPRD is hereby delegated authority to sign all documents necessary to complete the purchase of the Monroe Park Property for the total purchase price of Three Million Three Hundred and Seventy-Five Thousand and 00/100 dollars (\$3,375,000); and

3. This delegation of signing authority requires that the Director of NCPRD to obtain review of any document to be signed by the Office of County Counsel; and

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BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of a Limited
Delegation of Signing Authority to
the Director of the North
Clackamas Parks and Recreation
District

}

Board Order No. _____

Page 2 of 2

4. The Director of NCPRD shall provide a full report to the NCPRD Board at their next available meeting on the exercise of any signing authority provided under this limited delegation.

DATED this 24th day of April, 2025.

North Clackamas Parks and Recreation District

Chair

Recording Secretary