



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

November 1, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the First Amendment to Road Maintenance Agreement

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|--|--|
| Purpose/Outcome | To amend existing Road Maintenance Agreement with Clackamas Corporate Park, LLC. |
| Dollar Amount and Fiscal Impact | No change |
| Funding Source | N/A. |
| Duration | Permanent |
| Previous Board Action/Review | Road Maintenance Agreement signed by Board Chair in July 2018 |
| Strategic Plan Alignment | Build public trust through good government |
| Contact Person | Dave Queener, Development Agency Program Supervisor, 503-742-4322 |

In July 2018, the Development Agency completed a sale of a portion of the Clackamas Industrial Opportunity Site (CIAO) to Clackamas Corporate Park, LLC. Each party was required to execute an agreement to address the maintenance needs of 120th Avenue that extends onto the property.

In order to simplify the roles and responsibilities as it relates to landscaping within the road right of way, each party has agreed to maintain, at its sole expense, those areas that are adjacent to their property. All other maintenance responsibilities will be shared as outlined in the agreement.

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

RECOMMENDATION

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, execute this First Amendment to the Road Maintenance Agreement.

Respectfully submitted,

David Queener, Program Supervisor
Development Agency

**AFTER RECORDING
RETURN TO:**

Andrew Davis
Stoll Berne
209 SW Oak Street, Suite 500
Portland, Oregon 97204

FIRST AMENDMENT TO ROAD MAINTENANCE AGREEMENT

This First Amendment to Road Maintenance Agreement (this "**Amendment**") is executed as of _____, 2018, by and between **CLACKAMAS CORPORATE PARK, LLC**, a Delaware limited liability company ("**Parcel 1 Owner**"), and **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the Urban Renewal agency of Clackamas County, a corporate body politic ("**Parcel 2 Owner**") (the Parcel 1 Owner and Parcel 2 Owner are referred to herein individually as an "**Owner**" and collectively as the "**Owners**"), with respect to the following recitals:

RECITALS

A. The Owners are parties to that Road Maintenance Agreement recorded July 5, 2018, as Document No. 2018-041895 in the Official Records of Clackamas County, Oregon (the "**Agreement**").

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

AGREEMENT

1. **LANDSCAPING.** Notwithstanding any provision in the Agreement to the contrary, (i) Parcel 1 Owner at its sole expense will directly manage and maintain all landscaping on the west one-half of the Road Easements area, and (ii) Parcel 2 Owner at its sole expense will directly manage and maintain all landscaping on the east one-half of the Road Easements area. For purposes of the foregoing, the area of the Road Easements will be deemed divided in equal parts by a line running north and south. The Maintenance Agent has no responsibility for landscaping within the Road Easements area; provided, however, if any Owner fails to maintain the landscaping for which it is responsible as required herein and does not cure such failure within ten (10) days after notice thereof from the other Owner or Maintenance Agent, in addition to any other available rights and remedies, the other Owner or Maintenance Agent at its option may take any actions and/or incur any costs as it deems reasonably necessary to correct such failure and the nonperforming Owner shall pay or reimburse for all costs thereof upon demand.

Each Owner will maintain the landscaping for which it is responsible hereunder in a good and healthy condition and in accordance with all applicable laws and governmental requirements.

2. **RECORDATION.** Upon execution and acknowledgment by all parties, this Amendment shall be recorded in the official real records of Clackamas County, Oregon.

3. **COUNTERPARTS; MODIFICATION.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. This Amendment may not be amended except in a writing signed by both Owners.

4. **CONFIRMATION.** Except as expressly modified by this Amendment, the Agreement and all terms and conditions therein are hereby ratified and confirmed and shall be and remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]*

In witness whereof, the parties have executed this Amendment as of the date first written above.

“PARCEL 1 OWNER”

CLACKAMAS CORPORATE PARK, LLC,
a Delaware limited liability company,

By: Lion-TCC Development II, LLC,
a Delaware limited liability company,
its Managing Member

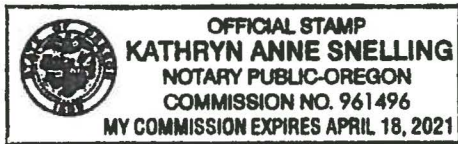
By: TC Industrial Associates, Inc.,
a Delaware corporation,
its Managing Member

By: *Steve Wells*
Steve Wells, Vice President

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On October 5, 2018, before me personally appeared Steve Wells as the Vice President of TC Industrial Associates, Inc., as the Managing Member of Lion-TCC Development II, LLC, as the Managing Member of Clackamas Corporate Park, LLC, a Delaware limited liability company, who executed the within and foregoing instrument, and acknowledged said instrument to be the voluntary act and deed of said company.

WITNESS my hand and official seal.



Kathryn Anne Snelling
Notary Public for the State of Oregon
My commission expires: 4/18/2021

[Signatures continue on the following page]

"PARCEL 2 OWNER"

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

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

This instrument was acknowledged before me on _____, 2018, by
_____ as the _____ of **CLACKAMAS COUNTY
DEVELOPMENT AGENCY**, a corporate body politic.

WITNESS my hand and official seal.

Notary Public for the State of _____
My commission expires: _____