



September 20, 2018

Board of County Commissioners

Members of the Board:

Approving the Conveyance of Development Agency Assets to Clackamas County, By and Through the Department of Tourism and Cultural Affairs Related to the Mt. Hood Cultural Center and Museum

Purpose/Outcome	By execution of the agreements, all rights, title, interest and responsibilities related to the Mt. Hood Cultural Center and Museum and Barlow Road Information Kiosk are transferred from the Development Agency to the County by and through the Department of Tourism and Cultural Affairs.
Dollar Amount and Fiscal Impact	No Fiscal Impact. All operations and maintenance responsibilities related to the museum and kiosk will remain with the operators.
Funding Source	No Fiscal Impact.
Duration	The Owner Participation Development Agreement being assigned is in effect until March 30, 2056.
Previous Board Action/Review	Board direction to proceed with the conveyance of assets at a Policy Session on January 23, 2018.
Strategic Plan Alignment	This transaction will build public trust through good government
Contact Person	Jim Austin, Community Relations Coordinator – Clackamas County Tourism and Cultural Affairs. 503-742-5901 or Jimaus@co.clackamas.or.us

BACKGROUND:

The Clackamas County Development Agency is the listed owner of the property/building that houses the Mt. Hood Cultural Center and Museum in Government Camp. The Agency also owns the Barlow Road Information Kiosk that is located across from the museum. Both of which were paid for with urban renewal funds.

The Museum is purchasing the property through an Owner Participation and Development Agreement (OPDA) with the Agency that will terminate in 2056 or until such time that the museum operators write down an agreed to loan. At which time, the real property will be conveyed to the Museum.

The urban renewal district in Government Camp that existed when the Agency entered into the OPDA with the Museum is no more, but the Museum’s debt on the property remains. Per state statute, a development agency cannot retain assets completed as part of an executed urban renewal plan. However, urban renewal agencies may make real property available to other public

agencies so long as its on-going use is consistent with the purposes designated in the urban renewal plan. As well, Section 630 of the Government Camp Village Revitalization Plan permits the Agency to transfer property to other public agencies at no charge, so long as the property will be used in accordance with the Plan.

The Clackamas County Tourism and Cultural Affairs Department (Department) has agreed to assume ownership of the property and kiosk until such time that the museum operators write down the loan. The Department also agrees to assume the responsibilities of the Agency regarding the existing lease with the Mt. Hood Cultural Center and Museum, and interest in an easement with Charlomont Hill, LLC related to a pathway that serves the museum.

Other than minimal staff time to ensure compliance with obligations outlined in the agreement and lease, there should be no costs incurred by the Department.

All materials and information pertaining to this transfer have been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners, in its capacity as the governing body of the Clackamas County Development Agency, approve the documents necessary to convey Agency assets to the County by and through Department of Tourism and Cultural Affairs.

Respectfully submitted,



Jim Austin
Community Relations Coordinator
Clackamas County Tourism and Cultural Affairs Department

Attachments:

Assignment of Owner Participation Development Agreement
Assignment of Agreement
Assignment of Lease
Bargain and Sale Deed
Bill of Sale

**CLACKAMAS COUNTY DEVELOPMENT AGENCY
BILL OF SALE**

This Bill of Sale (this "Agreement") is made and entered into on this 6th day of September, 2018 between the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the Urban Renewal Agency of Clackamas County, a corporate body politic (the "Seller"), and CLACKAMAS COUNTY, by and through its Tourism & Cultural Affairs department (the "Buyer"), collectively referred to as the "Parties."

Agreement

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, the Parties agree as follows:

1. **Property.** The Seller desires to transfer to the Buyer, and the Buyer desires to acquire, all of the Seller's right, title, and interest in and to the Barlow Road Information Kiosk located within the Government Camp Revitalization Area boundary, as defined in the Government Camp Village Revitalization Plan, as Amended April 21, 2005 (the "Plan") and situated across Government Camp Loop from the museum located at 88900 Government Camp Loop, Government Camp, OR 97028. The Seller hereby transfers all of the Seller's right, title, and interest in and to the Barlow Road Information Kiosk (the "Property")
2. **Consideration.** In consideration for the transfer of the Seller's Property, the Buyer has accepted a transfer of the proper and maintenance obligations associated with the museum located at 88900 Government Camp Loop, Government Camp, OR 97028 and will assume maintenance responsibility for the Property, consistent with the requirements of the Government Camp Village Revitalization Plan, which was originally adopted by Board Order No. 89-1143 in December 1989.
3. **Transfer of Ownership.** The Buyer will take ownership of the Property upon the full execution of this Agreement.
4. **Indemnity.** The Buyer agrees to indemnify, save harmless and defend the Seller, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the Buyer or Buyer's officers, owners, employees, agents, or its subcontractors or anyone over which the Buyer has a right to control.
5. **Warranty.** Except as otherwise expressly stated above, the Seller makes no warranties or representations with respect to the Property. The Buyer accepts the Property AS IS, WHERE IS, in its present condition, including all defects and with all faults, and there are no warranties of merchantability or of fitness for a particular purpose with respect to the Property.
6. **Amendments.** The Seller and the Buyer may amend this Agreement at any time by written amendment executed by both Parties.

7. **Assignment.** The Buyer will not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the Seller, which may be granted or withheld in the Seller's sole and absolute discretion.

8. **Integration.** This Agreement contains the entire agreement between the Seller and the Buyer and supersedes all prior written or oral discussions or agreements.

9. **Governing Law.** This Agreement has been negotiated, prepared, and executed in accordance with the laws of the state of Oregon and will be construed in accordance with those laws.

10. **Public Contracting Law.** The Parties hereby agree to abide by and incorporate by reference all relevant provisions and requirements of ORS Chapters 279A, 279B, and 279C.

11. **Counterparts.** This Agreement may be executed in multiple originals or counterparts, each of which will be deemed original for all purposes, together constituting one and the same instrument. Copies of the parties' signatures to this Agreement transmitted by facsimile, e-mail or other electronic means shall be considered originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY

CLACKAMAS COUNTY
DEVELOPMENT AGENCY

Chair

Chair

Date

Date

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is dated September 6, 2018, and is between Clackamas County Development Agency, "**Assignor,**" and Clackamas County, by and through its Tourism & Cultural Affairs department, "**Assignee.**"

RECITALS:

- A.** Assignor is the "Landlord" under that certain lease with the Mt. Hood Cultural Center and Museum, an Oregon nonprofit corporation, as the tenant (the "**Tenant**"), dated March 30, 2006, which was recorded on April 6, 2006 as document no. 2006-030760 of the Clackamas County, Oregon, Records;
- B.** The "Leased Premises" which are the subject of the Lease consist of a building and associated facilities located at 88900 Government Camp Loop, Government Camp, OR 97028, as more particularly described in the Lease;
- C.** The Leased Premises are used as a year-round museum, cultural facility and community center;
- D.** Contemporaneous with the execution of this Agreement, Assignor deeded the Leased Premises to Assignee.
- E.** Assignee, having reviewed and become familiar with all of the terms and conditions of the Lease, now wishes to acquire Assignor's interest in the Leased Premises, and is willing to assume all of the obligations of the Landlord under the Lease and in and to the Leased Premises.

NOW, THEREFORE in consideration of the mutual promises contained herein, and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment

a. Assignment of Interest

Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's interest as Landlord in and to the Lease and in and to the Leased Premises.

b. Representation

Assignor warrants that the Lease is in good standing according to its terms, that the Lease has not been amended or modified, except as set forth in the recitals above, and that Tenant is current on all rent due thereunder.

c. Consideration

The consideration for this assignment consists of Assignee's acceptance of fee title of the Leased Premises and assumption of all liability for performance of the Lease.

2. Assumption

a. Assumption of Interest

Assignee hereby accepts the foregoing assignment by Assignor and assumes responsibility for performance of all obligations of Assignor as Landlord under the Lease.

b. Indemnification

Assignee agrees to hold harmless, indemnify, and defend Assignor its officers, elected officials, agents and employees from and against any loss, claim, or liability suffered by or asserted against Assignor as a result of Assignee's liability to fully perform the Lease at any time hereafter.

c. As-Is

Assignee has inspected the Leased Premises and accepts the same in "AS IS" condition.

3. General Provisions

a. Oregon Law and Forum

This Assignment shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

b. Applicable Law

The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

c. Non-Exclusive Rights and Remedies

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Assignment shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

d. Debt Limitation

This Assignment is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

e. Severability

If any provision of this Assignment is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Assignment without such provision to give effect to the maximum extent possible the intentions of the Parties.

f. Integration, Amendment and Waiver

Except as otherwise set forth herein, this Assignment constitutes the entire agreement between the Parties on the matter of the lease assignment. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Assignment. No waiver, consent, modification or change of terms of this Assignment shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Assignment shall not constitute a waiver by such Party of that or any other provision.

g. Counterparts

This Assignment may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Assignment so executed shall constitute an original.

h. Authority

Each Party represents that it has the authority to enter into this Assignment on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Assignment.

i. Necessary Acts

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Assignment.

IN WITNESS WHEREOF, the undersigned have executed this assignment of lease effective as of the date first above written.

ASSIGNOR:
Clackamas County Development Agency

Chair

Dated: _____

ASSIGNEE:
Clackamas County

By:

Dated: _____

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF LEASE is dated September 6, 2018, and is between Clackamas County Development Agency, "**Assignor**," and Clackamas County, by and through its Tourism & Cultural Affairs department, "**Assignee**."

RECITALS:

- A. Assignor and the Mt. Hood Cultural Center and Museum, an Oregon nonprofit corporation, (the "**Museum**"), are parties to a certain Assignment of Lease dated March 30, 2006, which was recorded on April 6, 2006 as document no. 2006-030761 of the Clackamas County, Oregon, Records (the "**Agreement**");
- B. The "Leased Premises" which are the subject of a Lease between the Tenant and Charlomont Hill, LLC, dated February, 2006 (the "**Lease**") consist of vacant land that is improved with a pathway that is located between the property at 88900 Government Camp Loop, Government Camp, OR 97028, and the right of way of Government Camp Loop, as more particularly described in the Lease and the Agreement;
- C. The Leased Premises are used to provide access to the year-round museum, cultural facility and community center located on the adjacent parcel;
- D. Assignee, having reviewed and become familiar with all of the terms and conditions of the Agreement, now wishes to acquire Assignor's interest in the Leased Premises, and is willing to assume all of the rights and obligations of the Assignor as Agency under the Agreement.

NOW, THEREFORE in consideration of the mutual promises contained herein, and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment

a. Assignment of Interest

Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's interest as Agency in and to the Agreement and in and to the Leased Premises.

b. Representation

Assignor warrants that the Agreement is in good standing according to its terms, and that the Agreement has not been amended or modified, except as set forth in the recitals above.

c. Consideration

The consideration for this assignment consists of Assignee's acceptance of fee title of the adjacent parcel on which the museum, cultural facility and community center are located and assumption of all liability for performance of the Agency under the Agreement.

2. Assumption

a. Assumption of Interest

Assignee hereby accepts the foregoing assignment by Assignor and assumes responsibility for performance of all obligations of Assignor as Agency under the Agreement.

b. Indemnification

Assignee agrees to hold harmless, indemnify, and defend Assignor its officers, elected officials, agents and employees from and against any loss, claim, or liability suffered by or asserted against Assignor as a result of Assignee's liability to fully perform the Agreement at any time hereafter.

c. As-Is

Assignee has inspected the Leased Premises and accepts the same in "AS IS" condition.

3. General Provisions

a. Oregon Law and Forum

This Assignment shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

b. Applicable Law

The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

c. Non-Exclusive Rights and Remedies

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Assignment shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

d. Debt Limitation

This Assignment is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

e. Severability

If any provision of this Assignment is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Assignment without such provision to give effect to the maximum extent possible the intentions of the Parties.

f. Integration, Amendment and Waiver

Except as otherwise set forth herein, this Assignment constitutes the entire agreement between the Parties on the matter of the Agreement assignment. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Assignment. No waiver, consent, modification or change of terms of this Assignment shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Assignment shall not constitute a waiver by such Party of that or any other provision.

g. Counterparts

This Assignment may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Assignment so executed shall constitute an original.

h. Authority

Each Party represents that it has the authority to enter into this Assignment on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Assignment.

i. Necessary Acts

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Assignment.

IN WITNESS WHEREOF, the undersigned have executed this assignment of lease effective as of the date first above written.

ASSIGNOR:
Clackamas County Development Agency

Chair

Dated: _____

ASSIGNEE:
Clackamas County

By:

Dated: _____

BARGAIN AND SALE DEED

GRANTOR:

Clackamas County Development Agency
Development Services Building
150 Beavercreek Road
Oregon City, OR 97045

GRANTEE:

Clackamas County
Tourism & Cultural Affairs
150 Beavercreek Road
Oregon City, OR 97045

After Recording Return To:

Clackamas County Development Agency
150 Beavercreek Road
Oregon City, OR 97045

Until a Change is Requested, Tax Statements shall be sent to the following address:

Clackamas County
Tourism & Cultural Affairs
150 Beavercreek Road
Oregon City, OR 97045

Agenda No: _____
and/or
Board Order No: _____

BARGAIN and SALE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, OREGON, a corporate body politic (which, together with any successor public agency designated by or pursuant to law, is herein called the "Agency"), does hereby grant, bargain, sell and convey as grantor unto CLACKAMAS COUNTY, a corporate body politic, by and through its Tourism & Cultural Affairs Department (hereinafter called the "County") as grantee and to its successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances (the "Property") situated in the County of Clackamas, State of Oregon, to wit:

See Exhibit "A" attached hereto and incorporated herein.

The true and actual consideration for this conveyance is the assumption of responsibilities described in the following agreements between the parties, all of even date herewith: Assignment of Lease, Assignment of Agreement, Bill of Sale, and Assignment of Owner Participant and Development Agreement Under Government Camp Village Revitalization Plan & Report.

This Grant is made by the Agency pursuant to powers exercised by it under Oregon Revised Statutes Chapter 457 for the purpose of carrying out an urban renewal plan for the Government Camp Revitalization Area which Plan was approved by the Clackamas County Commission in December 1989 and which Plan has been amended and, as amended, is incorporated herein and by this reference made a part hereof.

“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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

[Signature and Acknowledgement on Following Page]

IN WITNESS WHEREOF, the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County has caused this instrument to be executed by duly elected officers this ____ day of _____, 2017.

CLACKAMAS COUNTY DEVELOPMENT
AGENCY, the URBAN RENEWAL AGENCY OF
CLACKAMAS COUNTY, a corporate body politic
under ORS Chapter 457

By: _____
Chair

STATE OF OREGON)
) ss.
County of Clackamas)

On this ____ day of _____, 2017 before me the undersigned, a notary public in and for such state, the foregoing instrument was acknowledged before me by _____, Chair, on behalf of the Clackamas County Development Agency.

Notary Public for Oregon
My Commission Expires: _____

ASSIGNMENT OF OWNER PARTICIPANT AND DEVELOPMENT AGREEMENT UNDER GOVERNMENT CAMP VILLAGE REVITALIZATION PLAN & REPORT

THIS ASSIGNMENT OF OWNER PARTICIPANT AND DEVELOPMENT AGREEMENT UNDER GOVERNMENT CAMP VILLAGE REVITALIZATION PLAN & REPORT is dated September 6, 2018, and is between Clackamas County Development Agency, "**Assignor**," and Clackamas County, by and through its Tourism & Cultural Affairs department, "**Assignee**."

RECITALS:

- A. Assignor is the "Agency" under that certain Owner Participant and Development Agreement Under Government Camp Village Revitalization Plan & Report with the Mt. Hood Cultural Center and Museum, an Oregon nonprofit corporation, as the "Owner Participant," dated August 23, 2001 (the "**First OPDA**");
- B. On March 30, 2006, Agency and Owner Participant entered into the Owner Participant and Development Agreement Under Government Camp Village Revitalization Plan & Report (Second) (the "**Second OPDA**") which was recorded on April 6, 2006 as document no. 2006-030759 of the Clackamas County, Oregon Records to provide additional funding to the Owner Participant;
- C. The Agency and Owner Participant entered into an amendment to the Second OPDA on August 19, 2010, which increased the amount of funding provided by the Agency to the Owner Participant (the First OPDA, the Second OPDA and this amendment are collectively referred to herein as the "**Agreement**");
- D. The "Subject Premises" which is the subject of the Agreement consist of a building and associated facilities located at 88900 Government Camp Loop, Government Camp, OR 97028, as more particularly described in the Agreement";
- E. The Subject Premises are used as a year-round museum, cultural facility and community center;
- F. Contemporaneous with the execution of this Agreement, Assignor deeded property to Assignee on September 6, 2018
- G. Assignee, having reviewed and become familiar with all of the terms and conditions of the Agreement, now wishes to acquire Assignor's interest in the Subject Premises, and is willing to assume all of the obligations of the Agency under the Agreement and in and to the Subject Premises.

NOW, THEREFORE in consideration of the mutual promises contained herein, and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment

a. Assignment of Interest

Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's interest as Agency in and to the Agreement and in and to the Subject Premises.

b. Representation

Assignor warrants that the Agreement is in good standing according to its terms and that the Agreement has not been amended or modified, except as set forth in the recitals above.

c. Consideration

The consideration for this assignment consists of Assignee's acceptance of fee title of the Subject Premises and assumption of all liability for performance of the Agreement.

2. Assumption

a. Assumption of Interest

Assignee hereby accepts the foregoing assignment by Assignor and assumes responsibility for performance of all obligations of Assignor as Agency under the Agreement.

b. Indemnification

Assignee agrees to hold harmless, indemnify, and defend Assignor its officers, elected officials, agents and employees from and against any loss, claim, or liability suffered by or asserted against Assignor as a result of Assignee's liability to fully perform the Agreement at any time hereafter.

c. As-Is

Assignee has inspected the Subject Premises and accepts the same in "AS IS" condition.

d. Restriction on Use and Transfer

While the Agreement is in effect, Assignee agrees that it shall not transfer the Subject Premises or use the Subject Premises for speculative purposes. Assignee further agrees that the Subject Premises shall continue to operate consistent in all respects with the Government Camp Village Revitalization Plan. Assignor may demand Assignee reconvey the Subject Premises to Assignor, or Assignor's successor entity, where Assignee defaults under the terms of this provision. Assignor reserves all rights to enforce this provision.

3. General Provisions

a. Oregon Law and Forum

This Assignment shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

b. Applicable Law

The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

c. Non-Exclusive Rights and Remedies

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Assignment shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

d. Debt Limitation

This Assignment is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

e. Severability

If any provision of this Assignment is found to be unconstitutional, illegal or unenforceable, this Assignment nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Assignment without such provision to give effect to the maximum extent possible the intentions of the Parties.

f. Integration, Amendment and Waiver

Except as otherwise set forth herein, this Assignment constitutes the entire agreement between the Parties on the matter of the Assignment. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Assignment. No waiver, consent, modification or change of terms of this Assignment shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Assignment shall not constitute a waiver by such Party of that or any other provision.

g. Counterparts

This Assignment may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Assignment so executed shall constitute an original.

h. Authority

Each Party represents that it has the authority to enter into this Assignment on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Assignment.

i. Necessary Acts

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Assignment

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first above written.

ASSIGNOR:

Clackamas County Development Agency

Chair

Dated: _____

ASSIGNEE:

Clackamas County

Chair

Dated: _____