



January 31, 2019

Board of Commissioners
Clackamas County
Board of the North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Grant Agreement with Special Districts Insurance Services (SDIS)
for Safety and Security at the North Clackamas Aquatic Park

Purpose/Outcomes	Increased video surveillance capabilities at the North Clackamas Aquatic Park.
Dollar Amount and Fiscal Impact	\$3,965 in additional grant revenue
Funding Source	Special Districts Insurance Services (SDIS) Safety and Security Grant Program
Duration	Through project completion.
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build trust through good government • Ensure safe, healthy and secure communities
Contact Person	Scott Archer,, <i>NCPRD Director</i> , 503-742-4421 Kandi Ho, <i>Recreation Services Manager</i> , 503-794-8001

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), has been awarded a Safety and Security grant from the Special Districts Association of Oregon’s Special District Insurance Services (SDIS) in the amount of \$3,965. This grant award will help fund security increases at the North Clackamas Aquatic Park.

The proposed project would fund acquisition and installation of 10 additional security cameras with recording capability at the Aquatic Park. This increased video surveillance will assist staff in theft prevention and greater security throughout the facility, ensuring our participants and guests have a safe and secure experience while at the Aquatic Park.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting as the governing board of North Clackamas Parks and Recreation District, approve the Grant Agreement with SDIS and authorize the BCS Director or Deputy Director to sign on behalf of the Board and execute all documents necessary to effectuate the same.

ATTACHMENTS:

1. Grant Agreement
2. Acknowledgement Letter
3. Grant Lifecycle Form

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

**Special Districts Association of Oregon
SDIS 2018-2019 Safety & Security Grant**

North Clackamas Parks & Recreation
\$3,965

PROJECT SUMMARY Increase the security of NCAP lobby and outdoor parking lot areas by installing 10 security camera system with recording ability. Video surveillance system would assist staff in preventing theft of services and increase our ability to review prior situations to assist law enforcement.

Check the box that best describes that status of your grant project:

Project completed; awaiting matching grant funds.

Project will be completed after matching grant funds are received.

****Signed Acknowledgement Forms must be received by June 3, 2019****

By signing this form, you acknowledge your district will:

- Submit copies of receipt(s) for services or materials purchased to SDAO once the project is completed.
- Send a photo of the completed project.
- Return any unused safety grant funds to SDAO if those funds are not used for the approved safety grant project.

Send completed acknowledgement form to:

SDAO **OR** Fax: 503.371.4781 **OR** Email: sgalaway@sdao.com
PO Box 12613
Salem, Oregon 97309

Forms can be returned via mail, fax or email. **No need to send originals.**

Authorized signature - District

Date

December 18, 2018

Jason Kemmerich
North Clackamas Parks & Recreation District
7300 SE Harmony Road
Milwaukie OR 97222

Subject: SDAO Safety & Security Matching Grant

Congratulations!

Your request for the 2018-2019 SDIS Safety & Security Grant has been reviewed and your district has been awarded **\$3,965** in grant funds. Please read the enclosed acknowledgement form and do the following:

- Check the appropriate box
- Sign the form
- Return the completed form to SDAO by mail, fax, or email:

Sandy Galaway
PO Box 12613
Salem, Oregon 97309
503-375-8891 Direct Dial
Fax: 503-371-4781
Email: sgalaway@sdao.com

Funds will be disbursed upon our receipt of your completed acknowledgement form. Payment will be disbursed upon paid in full receipts and pictures of the completed project. Thank you for being a member of SDAO and for participating in our matching safety grant program. If you have any questions, please contact me at the numbers/email listed above.

Sincerely,

Sandy Galaway
Enc: Acknowledgement

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: NCPRD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: SDIS Safety & Security Grant
Funding Source: Federal State Local: Special Districts Association of Oregon
Requestor Information (Name of staff person initiating form): Jason Kemmerich
Requestor Contact Information: jasonkem@ncprd.com
Department Fiscal Representative: Elizabeth Gomez, EGomez@ncprd.com, 503-742-4352
Program Name or Number (please specify): BCS-NCPRD-Aquatic Park 113 5400 07705 437100
Brief Description of Project:

Increase security at the North Clackamas Aquatic Park front lobby and outdoor parking lot area by adding 10 security cameras.

Name of Funding (Granting) Agency: Special District Insurance Services/Special Districts Association of Oregon

Agency's Web Address for Grant Guidelines and Contact Information:

https://www.sdao.com/S4/Programs/grant_program.aspx

Safety & Security Grant Contact Information

Sandy Galaway
PO Box 12613, Salem OR 97309-0613
Email: sgalaway@sdao.com
Phone: 503-375-8891

OR

Application Packet Attached: Yes No

Completed By: Jason Kemmerich Date: 11/14/2018

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____
CFDA(s), if applicable: _____
Announcement Date: 1/1/2018 Announcement/Opportunity #: _____
Grant Category/Title: Safety & Security Max Award Value: \$5,000
Allows Indirect/Rate: _____ Match Requirement: \$3,965
Application Deadline: 11/9/2018 Other Deadlines: N/A
Grant Start Date: TBD Other Deadline Description: _____
Grant End Date: TBD
Completed By: _____
Pre-Application Meeting Schedule: _____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

North Clackamas Parks & Recreation District is a service district of Clackamas County dedicated to providing exceptional parks and recreation programs, facilities and services to its more than 122,000 residents in the cities of Happy Valley, Milwaukie and a large unincorporated area. This grant would allow the District to strengthen security and improve safety at its largest indoor facility, the North Clackamas Aquatic Park.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The North Clackamas Aquatic Park is located between the Clackamas Community College Harmony Campus and the 77-acre 3-Creeks Natural Area. It is a high-traffic area with higher crime rates than the surrounding neighborhoods, due to the Clackamas Town Center, TriMet Transit Center, I-205 and Highway 213 all located within a half mile. Outside the facility, the surrounding property and parking lots pose potential safety risks to patrons and other community members. This grant will allow the Aquatic Park to install an outdoor security surveillance system to monitor the property and better protect its patrons and staff.

3. What, if any, are the community partners who might be better suited to perform this work?

The grant will allow the District to contract with a professional installer, Stoner Electric, in order to get superior service. There are no community partners known that would be better suited to perform this work.

4. What are the objectives of this grant? How will we meet these objectives?

SDIS members are eligible to apply for a matching grant (maximum of \$5,000) to help fund new safety and security related projects. Districts may apply for any new safety or security project they choose. Examples include but are not limited to video surveillance equipment, security systems, enhanced parking lot lighting, and safe shop equipment. Routine maintenance to existing facilities and normal business expenses are not considered.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

No, outdoor security surveillance will be a new feature at the Aquatic Park. It will enhance an existing security system by expanding security system coverage from indoor areas only to the entire property.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

The installation and set-up of this new system will be handled by an outside vendor on contract (see bid from Stoner Electric, attached). Ongoing maintenance will be in addition to the regular maintenance of the existing security system for inside the facility. Staff are available and will be trained to maintain this system.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

N/A

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

Additional funding will be needed to maintain regular maintenance of the larger security system. We believe the benefits of this system are worth the nominal additional cost to expand the existing system to cover a slightly larger area.

Collaboration

1. List County departments that will collaborate on this award, if any.

N/A

Reporting Requirements

1. What are the program reporting requirements for this grant?

Completion of the proposed project, meaning purchase and installation of equipment.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

The District regularly tracks and monitors incidents and accidents across all its programs and facilities. By continuing to do so, and by also monitoring the frequency of other police activity on the property as well as the seriousness of events, staff will be able to report on the potential impacts of this added security.

3. What are the fiscal reporting requirements for this grant?

N/A

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes. Administration costs for this grant are very low.

2. What other revenue sources are required? Have they already been secured?

This is a 50/50 matching grant program, which means the cost of the project will be split equally between the District and SDIS, up to a maximum of \$5,000. The matching funds needed for this grant are half of the total project cost, or \$3,965. This project was budgeted for this fiscal year and funds are available in the current operating budget.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

The matching funds needed for this grant are half of the total project cost, or \$3,965. This project was budgeted for this fiscal year and funds are available in the current operating budget.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

One-time funding for a one-time purchase and installation of a new security system component.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

N/A

Program Approval:

Jason Kemmerich

Name (Typed/Printed)

11/15/2018


Date




Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Scott Archer	11/15/2018	
Name (Typed/Printed)	Date	Signature

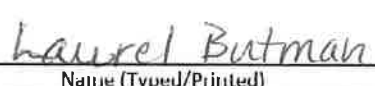

DEPARTMENT DIRECTOR		
Laura Zentner	11/15/2018	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. All grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
	11-20-18	
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.**

Please complete each field below, either on this form or on a separate sheet. Be sure to print clearly.

Name of SDAO Member District: North Clackamas Parks & Recreation District

Complete Mailing Address: North Clackamas Aquatic Park Phone Number: 503-794-8000
7300 SE Harmony Road, Milwaukie, OR 97222 Fax: 503-794-8085

Contact Person: Jason Kemmerich, Aquatic Park Supervisor E-Mail: jasonkem@NCPRD.com

Brief description of proposed project: Increase the security of the North Clackamas Aquatic Park lobby and outdoor parking lot areas by installing 10 security camera system with recording ability. The video surveillance system would assist staff in preventing theft of services and increase our ability to review prior situations to assist law enforcement. This system would also aid NCPRD in protecting our communities Park District assets.

Total cost: \$7,930

Breakdown of cost(s): \$3,480 for a IP camera system including a 8 TB hard drive, NVR, 4 varifocal motorized, 6 fixed lens cameras and 10 camera mounts. \$4,450 will be utilized to have Stoner Technology Services complete the installation and set-up. (See attached bid)

Impact on staff, volunteers, and/or community safety: This system will increase the safety and security for both patrons and staff at one of the regions largest indoor water parks. Currently, there is no outdoor surveillance on-site and a significant displaced population nearby. This system would assist patrons and staff towards vehicle security and personal safety. Additionally, the community volunteers would benefit from additional security when utilizing our parking lot for natural areas restorations (adjacent to building but out of line of site of parking lot).

*** NOTES:**

- Routine maintenance to existing facilities and/or equipment and normal business expenses will not be considered.
- Labor costs for district employees are not eligible for in-kind matching.

To be considered, your grant application must be completed in full and submitted to SDAO no later than noon on Friday, November 9, 2018. Submit completed applications to SDAO, PO Box 12613, Salem, Oregon 97309, fax to 503-371-4781, or e-mail to sgalaway@sdao.com. Questions? Contact Sandy Galaway at 800-285-5461, extension 111 or 503-375-8891.

2018-2019 Safety & Security Grant



Application Deadline: Noon on Friday, November 9, 2018

Applications are now being accepted for the 2018-19 SDIS Safety and Security Grant Program! SDIS members are eligible to apply for a matching grant (maximum of \$5,000) to help fund new safety and security related projects. This year, the SDIS Board of Trustees approved a dramatic increase in funding to increase the number of members that can benefit from this opportunity. Grants available have increased from \$300,000 to \$450,000.

What does "matching grant" mean?

This is a 50/50 matching grant program, which means the cost of the project will be split equally between your district and SDIS, up to a maximum of \$5,000.

What do you mean by "a maximum of \$5,000"?

If your district is planning a \$10,000 project, you can apply to receive a maximum of \$5,000 from SDIS.

Who decides if our grant request is accepted or denied?

The SDIS Safety Grant Committee will review each application to determine which applications are eligible to receive funding. The committee will use two priority levels in determining grant recipients:

- **First Priority:** Grant applicants who have never received an SDIS Safety & Security Grant.
- **Second Priority:** Grant applicants who did not receive an SDIS Safety & Security Grant in the 2017/2018 fiscal year (July 1, 2017-June 30, 2018).

Matching grants will be awarded to applicants that meet the eligibility requirements by order of priority. After the first priority level has been funded, grants will be awarded to applicants in the second priority level. After all qualifying applicants in the top two priority levels have been funded, matching grants will be awarded to applicants that meet the eligibility requirements in the order the application is received, until funds have been exhausted.

What projects will qualify for the matching grant?

Your district may apply for any new safety or security project you choose. Examples include but are not limited to video surveillance equipment, security systems, enhanced parking lot lighting, and safe shop equipment. *Routine maintenance to existing facilities and normal business expenses will not be considered.*

When is the application deadline?

Fill out and return the application for your district by mail to SDAO, PO Box 12613, Salem, Oregon 97309 or email to sgalaway@sdao.com by **noon on Friday, November 9, 2018**. Applications received after noon on Friday, November 9, 2018 will not be considered.

For more information about this program, please contact Sandy Galaway at 503-375-8891 or sgalaway@sdao.com.

SDIS Safety & Security Grant Contact Information:

PO Box 12613 | Salem OR 97309-0613 | TOLL-FREE: 800-285-5461 ext. 111 | PHONE: 503-375-8891
FAX: 503-371-4781 | E-MAIL: sgalaway@sdao.com

Stoner

Technology Services

A Division of Stoner Electric, Inc.

Stoner Electric

Stoner Lighting Services

Stoner Protective Systems

Stoner Technology Services

Date: November 28, 2018

To: NCPRD
Michael Taggart
7300 SE Harmony Road
Milwaukie, Oregon 97222

Project: IP Camera Install

We are pleased to Submit, for your consideration, our proposal for providing installation services for the above listed project. Pricing is based on information provided.

Scope of Work - Provide and Install:		
<ul style="list-style-type: none"> All necessary labor, cable and connectors to install customer provided IP CCTV System Includes NVR, (4) Outdoor Cameras, (6) Indoor Cameras and Network Connection 	\$4450.00	
Provide IP Camera System (1) Vitek Transcendent Series 16 Channel NVR w/ 8 TB Hard Drive (4) Vitek 4 MP Varifocal Motorized Cameras (6) Vitek 4 MP Fixed Lens Cameras (10) Camera Mounts	\$3480.00	
Total Price:		\$ 0.00

Clarifications / Exclusions:

- Work Performed During Regular Working Hours
 Wiring to be open running

Darrell S. Pizer

Darrell Pizer, Project Manager

Stoner Technology Services, 1904 SE Ochoco Street, Portland, OR 97222

Phone (503) 462-5236

Fax (503) 659-2765

Signature, if Accepted

PO #

Print Name

Title



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

January 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a License Agreement with
Patrick L. Murphy and Dyan M. Murphy**

Purpose/Outcome	To approve a license agreement to provide temporary access to an adjacent property and to accommodate development of the CIAO site.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A.
Duration	The license will remain in place until the Agency completes construction of the improvements to Capps Rd. or until the Agency has provided alternative vehicular access to the Murphys' property.
Previous Board Action/Review	None
Strategic Plan Alignment	Build public trust through good government
Contact Person	Dave Queener, Development Agency Program Supervisor, 503-742-4322

The Agency has a Disposition Agreement with Bottling Group, LLC associated with the purchase of a portion of the Clackamas Industrial Area Opportunity (CIAO) site. The Agency and Bottling Group have been working to finalize property line adjustments with adjacent property owners, Patrick and Dyan Murphy, which are necessary to maximize development of the site and for planned road improvements. The closing with Bottling Group, LLC and the construction on the Capps Rd. improvements greatly impact access to the adjacent site to the north. To address this access issue, the parties propose to enter into a license agreement which would provide temporary access over the adjacent Development Agency-owned property until such time as the Agency completes construction of the improvements to Capps Rd. or until the Agency has provided alternative vehicular access to the Murphys' property.

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 license agreement with Patrick L. Murphy and Dyan M. Murphy.

Respectfully submitted,

David Queener, Program Supervisor
Development Agency

LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, by and between **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the Urban Renewal Agency of Clackamas County, a corporate body politic (the "**Agency**" or, until such time as Agency assigns this Agreement as hereinafter provided, "**Licensor**"); and **PATRICK L. MURPHY AND DYAN M. MURPHY** (collectively "**Licensee**").

RECITALS

A. Licensee owns the land legally described in **Exhibit "A"** which is attached hereto and incorporated herein (the "**Licensee Property**"). The Agency owns adjacent land which is legally described in **Exhibit "B"** which is attached hereto and incorporated herein (the "**Agency Property**").

B. The Agency recently discovered that the legally described boundary line separating the Licensee Property and the Agency Property does not coincide with the existing fence on the Agency Property, and the boundary line is in a different location than the Agency originally believed it to be.

C. To help resolve the issue, Licensee has agreed to convey any interest it may have obtained in the land depicted in purple and identified on **Exhibit "C"** as "LAND GOING TO NDA CLACKAMAS (11,744 SF./0.27 AC.)" ("**Swap Parcel A**"), and the Agency has agreed to exchange the areas of land depicted in yellow and identified on **Exhibit "C"** as "LAND GOING TO CRYSTAL GREENS (20,379 SF./0.46 AC.)" ("**Swap Parcel B**") pursuant to a Property Exchange Agreement dated _____, 2019 between Licensee and the Agency (the "**Exchange Agreement**").

D. As part of the consideration supporting this Agreement, the Agency has agreed in the Exchange Agreement (a) to design and construct improvements to the driveway serving the Licensee Property pursuant to Design Drawings, as defined in the Exchange Agreement, concurrent with the Agency's construction of the improvements to the terminus of Capps Road, and (b) that during such construction, the Agency shall not eliminate or substantially impede access to the Licensee Property.

E. As provided in the Exchange Agreement, Licensee has agreed that access to the Licensee Property shall not be deemed eliminated or substantially impeded where alternative access is provided over a portion of Swap Parcel A which is suitable to accommodate vehicles used in Licensee's existing operations.

F. The Agency is contemplating the sale of the Agency Property and Swap Parcel A to a party (the "**Transferee**") who will develop the Agency Property, including Swap Parcel A, as a warehousing and distribution facility for lease to a third party. For such time as the Agency is the owner of the Agency and Swap Parcel A, the Agency shall be the Licensor hereunder. At such time as the Agency sells the Agency Property and Swap Parcel A as aforesaid, the Agency

shall assign to the Transferee, and the transferee shall assume from the Agency, the Agency's rights and obligations under this Agreement, thereby becoming the Licensor for all purposes hereunder.

G. In order to allow the Agency to comply with its obligation not to eliminate or substantially impair access to the Licensee Property, Licensor has agreed to provide Licensee with vehicular access over a portion of Swap Parcel A during the Agency's construction of the improvements depicted in the Design Drawings or until the Agency has created alternative access for such vehicular access, all subject to and upon the terms and conditions set forth below.

AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration by each of the parties to the other of them in hand this day paid, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Licensor and Licensee hereby confirm that the statements set forth above are accurate.

2. Subject to the Licensee's strict adherence to the terms and conditions herein contained, Licensor hereby grants to Licensee the non-exclusive right to use the portion of Swap Parcel A which is outlined in red on **Exhibit "D"** attached hereto and incorporated herein (the "**License Area**") to accommodate access to and egress from the Licensee Property by vehicles used in Licensee's existing operations (the "**Permitted Use**"). Such right shall automatically terminate at such time as Agency completes construction of the improvements depicted in the Design Drawings or until the Agency has created alternative vehicular access to the Licensee Property, but Licensee nevertheless agrees to confirm such termination in writing as reasonably required by Licensor upon the occurrence of such termination.

3. Licensee hereby accepts the License Area "as is," in its condition on the date hereof, and acknowledges and agrees that the License Area (a) shall be used only for the Permitted Use and for no other purpose, (b) is suitable for the Permitted Use, (c) may be used or altered by Licensor and others for any and all purposes that do not materially restrict Licensee's use of the License Area for the Permitted Use, (d) Licensor shall be permitted to relocate the License Area, provided such relocation (i) is at Licensor's expense, (ii) does not materially impact Licensee's Permitted Use, (iii) does not require Licensee to incur any material cost or expense, and (iv) is permitted by applicable law.

4. Licensee will be using the License Property with the express consent of Licensor and shall acquire no adverse or prescriptive rights thereto. Licensee will not erect any improvement, obstruction or structure (temporary or permanent), on the License Area. Licensee will not perform any excavation or soil disturbing activities within the License Area. Licensee will not use, or permit anyone else to use, any hazardous substances in or around the License Area or use the License Area in any manner which would violate any federal, state, and/or local, laws, rules and regulations.

5. Licenser or its designee shall not remove the existing fence located to the south of the boundary line of the Licensee Property until such time that a temporary or permanent fence is installed along the south boundary line of the Licensee Property, less the area described as Swap Parcel A, and the west boundary line of Swap Parcel B.

6. If Licensee breaches any provision of this Agreement, Licenser may terminate this Agreement and revoke the license herein granted upon five (5) days written notice to Licensee.

7. Licensee agrees to use the License Area with care and to repair any and all damage caused by Licensee's use of the License Area to the condition it was in prior to said entry and disturbance.

8. The Licensee hereby agrees to indemnify and hold the Licenser harmless against any and all damage, liability, loss, claims or expenses (including reasonable attorney's fees) which may arise out of the Licensee's use of the License Area or the activities of the Licensee or the Licensee's agents, contractors, guests, invitees or employees within the License Property. The Licensee agrees to maintain liability insurance in commercially reasonable amounts and coverages which will indemnify the Licenser for activities in or around the License Area and will cause the Licenser to be named as an additional insured on such insurance. The Licenser shall have no liability with respect to any loss or damage to any of the Licensee's personal property which may be located on the License Area and the Licensee assumes the risk of loss or damage to said personal property.

9. The Licensee hereby acknowledges and agrees that the Licensee does not have, and shall not obtain, any rights whatsoever in or to the License Area except as expressly set forth herein.

10. Should either party seek to enforce an action against the other arising out of the use of the License Area or this Agreement, reasonable attorney and other related fees shall be awarded to the party obtaining a judgment in its favor.

11. Licensee may not assign, transfer, encumber or convey this License Agreement. This License Agreement is personal to Licensee.

12. This Agreement sets forth the entire Agreement with respect to the License Area. Except in the case of a revocation as described in Paragraph 6 above, this Agreement can only be modified by a written instrument which is duly executed by Licenser and Licensee.

13. This License Agreement shall be governed by the laws of the State of Oregon.

14. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon any of the parties hereto shall be in writing and shall be

deemed to have been duly served on the day of mailing or delivery, and shall be delivered in hand, or sent by registered, certified or express United States mail, postage prepaid, return receipt requested, (or by commercial expedited delivery service) addressed to the respective parties at the addresses set forth below:

The principal offices and mailing address of the Agency for purposes of this Agreement is:

Clackamas County Development Agency
c/o Development Agency Program Supervisor
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Dave Queener
Email: DavidQue@co.clackamas.or.us

The principal office and mailing address of Licensee for purposes of this Agreement is:

Pat Murphy
11627 SE Capps Road
Clackamas, OR 97045
Email: Pat.Murphy@crystalgreens.com

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

"AGENCY"

CLACKAMAS COUNTY DEVELOPMENT
AGENCY, a corporate body politic

By: _____
Chair

Date: _____, 2019

"LICENSEE "

PATRICK L. MURPHY

By: _____

Date: _____, 2019

DYAN M. MURPHY

By: _____

Date: _____, 2019

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

PARCEL I:

A TRACT OF LAND IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WHICH IS 793.5 FEET EAST AND 1318.63 FEET SOUTH OF THE QUARTER SECTION CORNER ON THE NORTH LINE OF SECTION 15 TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST 400.15 FEET; THENCE NORTH 338.27 FEET; THENCE SOUTH 79° 13' WEST 182.4 FEET; THENCE NORTH 84° 11' WEST 126.86 FEET; THENCE NORTH 82° 25' WEST 95.6 FEET TO A POINT WHICH IS NORTH 329.63 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 329.63 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EAST 136 FEET THEREOF AS CUT OFF BY A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID PROPERTY.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 40 FEET OF SAID EAST 136 FEET.

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES AND UTILITY POLES ALONG ONE SIDE OF PROPERTY BEING DESCRIBED AS FOLLOWS:

PART OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE HACKETT AND CAPPS ROAD NO. 88 WITH THE SOUTH LINE OF THE PRESLEY WELCH DONATION LAND CLAIM; THENCE WESTERLY TRACING THE SOUTH LINE OF SAID DONATION LAND CLAIM TO A POINT 20 FEET NORTH OF THE MOST NORTHERLY NORTHWEST CORNER OF THAT TRACT CONVEYED TO CHARLES EDWARD GRANT, ET UX, BY DEED RECORDED IN BOOK 570, PAGE 90, DEED RECORDS; THENCE CONTINUING WESTERLY ON SAID SOUTH BOUNDARY OF THE WELCH DONATION LAND CLAIM, A DISTANCE OF 125 FEET; THENCE SOUTH A DISTANCE OF 20 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH BOUNDARY OF SAID WELCH DONATION LAND CLAIM TO A POINT THAT IS 20 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

PARCEL II:

THE EAST 136 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND.

A TRACT OF LAND IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WHICH IS 793.5 FEET EAST AND 1318.63 FEET SOUTH OF THE QUARTER SECTION CORNER OF THE NORTH LINE OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST 400.15 FEET; THENCE NORTH 338.27 FEET; THENCE SOUTH 79° 13' WEST 182.4 FEET; THENCE NORTH 84° 11' WEST 126.86 FEET; THENCE NORTH 82° 25' WEST 95.6 FEET TO A POINT WHICH IS NORTH 329.63 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 329.63 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 40 FEET OF SAID EAST 136 FEET.

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES AND UTILITY POLES ALONG ONE SIDE OF PROPERTY BEING DESCRIBED AS FOLLOWS:

PART OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE HACKETT AND CAPPS ROAD NO. 88 WITH THE SOUTH LINE OF THE PRESLEY WELCH DONATION LAND CLAIM; THENCE WESTERLY TRACING THE SOUTH LINE OF SAID DONATION LAND CLAIM TO A POINT 20 FEET NORTH OF THE MOST NORTHERLY NORTHWEST CORNER OF THAT TRACT CONVEYED TO CHARLES EDWARD GRANT ET UX, BY DEED RECORDED IN BOOK 570 PAGE 90, DEED RECORDS; THENCE CONTINUING WESTERLY ON SAID SOUTH BOUNDARY OF THE WELCH DONATION LAND CLAIM, A DISTANCE OF 125 FEET; THENCE SOUTH A DISTANCE OF 20 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH BOUNDARY OF SAID WELCH DONATION LAND CLAIM TO A POINT THAT IS 20 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE-NORTH A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING.

NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 1, 2008.

EXHIBIT "B"
Legal Description

PARCEL I:

A tract of land being a portion of that property described as Tract 1 in a property line adjustment Deed recorded May 23, 2017 as Document Number 2017-034564, Clackamas County Deed Records, and a portion of that property described as Parcel VIII in a Deed to Clackamas County Development Agency recorded on October 8, 2009 as Document No. 2009-071163, Clackamas County Deed Records, located in the Northeast one-quarter of Section 15, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, and more particularly described as follows:

Commencing at the North one-quarter corner of said Section 15, said point being marked by a 3-1/4 inch bronze disk; Thence along the North line of the Northeast one-quarter of said Section 15, North 89°50'46" East 662.95 feet to the Northerly extension of the East line of that property conveyed to 1PT Clackamas DC LLC by a deed recorded on December 19, 2014 as Document No. 2014-065094, Clackamas County Deed Records; Thence along said Northerly extension and the East line of said IPT Clackamas DC LLC property, South 00°01'11" West 620.00 feet to the Southeast corner thereof, said point also being the most Northerly Northeast corner of said Tract 1 and being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Northerly line of said Tract 1, South 89°49'50" West 233.59 feet to the most Northerly Northwest corner thereof, said point being marked by 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Northerly West line of said Tract 1, South 00°05'09" West 363.74 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc" and the Point of Beginning;

Thence leaving said most Northerly West line, South 89°54'51" East 367.03 feet to a 3/4 inch iron pipe located on the East line of said Parcel VIII; Thence along the East line of said Parcel VIII, South 00°08'50" West 331.80 feet to the Southeast corner thereof, said point being marked by 5/8 inch iron rod and being on the Northerly boundary of said Tract 1; Thence along the Northerly boundary of said Tract 1, North 89°58'02" East 400.25 feet to a 5/8 inch iron rod on the Westerly terminus line for the right-of-way of S.E. Capps Road; Thence along said Westerly terminus line, South 00°10'06" West 20.06 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD" located on the Southerly right-of-way line of S.E. Capps Road (30.00 feet Southerly from the centerline thereof, when measured at right angles); Thence along said Southerly right-of-way line, North 89°57'49" East 40.04 feet to the most Easterly Northeast corner of said Tract 1, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Southerly East line of said Tract 1, South 00°27'26" West 758.60 feet to a 3/4 inch iron pipe at the Southeast corner of said Tract 1; Thence along the Southwesterly boundary of said Tract 1, North 59°00'04" West 393.43 feet to an angle point thereon, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence continuing along the Southwesterly boundary of said Tract 1, North 45°37'07" West 822.82 feet to the most Westerly Northwest corner thereof, said point being marked by a 5/8 inch iron rod; Thence along the most Westerly North line of said Tract 1, South 89°57'56" East 124.46 feet to and angle point on the Westerly boundary of said Tract 1, said point being marked by a 1/2 inch iron pipe; Thence along the most Northerly West line of said Tract 1, North 00°05'09" East 332.68 feet to the Point of Beginning.

PARCEL II:

A tract of land being a portion of that property described as Tract 1 in a property line adjustment Deed recorded May 23, 2017 as Document No. 2017-034564, Clackamas County Deed Records, and a portion of that property described as Parcel VIII in a Deed to Clackamas County Development Agency recorded on October 8, 2009 as Document No. 2009-071163, Clackamas County Deed Records, located in the Northeast one-quarter of Section 15, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, and more particularly described as follows:

EXHIBIT "B"
Legal Description

Commencing at the North one-quarter corner of said Section 15, said point being marked by a 3-1/4 inch bronze disk; Thence along the North line of the Northeast one-quarter of said Section 15, North 89°50'46" East 662.95 feet to the Northerly extension of the East line of that property conveyed to IPT Clackamas DC LLC by a Deed recorded on December 19, 2014 as Document No. 2014-065094, Clackamas County Deed Records; Thence along said Northerly extension and the East line of said IPT Clackamas DC LLC property, South 00°01'11" West 620.00 feet to the Southeast corner thereof and the Point of Beginning, said point also being the most Northerly Northeast corner of said Tract 1 and being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Northerly line of said Tract 1, South 89°49'50" West 233.59 feet to the most Northerly Northwest corner thereof, said point being marked by 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most Northerly West line of said Tract 1, South 00°05'09" West 363.74 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence leaving said most Northerly West line, South 89°54'51" East 367.03 feet to a 3/4 inch iron pipe located on the East line of said Parcel VIII; Thence along the East line of said Parcel VIII, North 00°03'13" East 383.38 feet to the Northeast corner thereof; Thence along the North line of said Parcel VIII, South 89°39'36" West 133.25 feet to a 5/8 inch iron rod located at the Northwest corner of said Parcel VIII; Thence along the West line of said Parcel VIII, South 00°01'11" West 17.60 feet to the Point of Beginning.

EXHIBIT "C"

□ - Starting configuration after Record of Survey for Z0231-13-PLA is recorded,

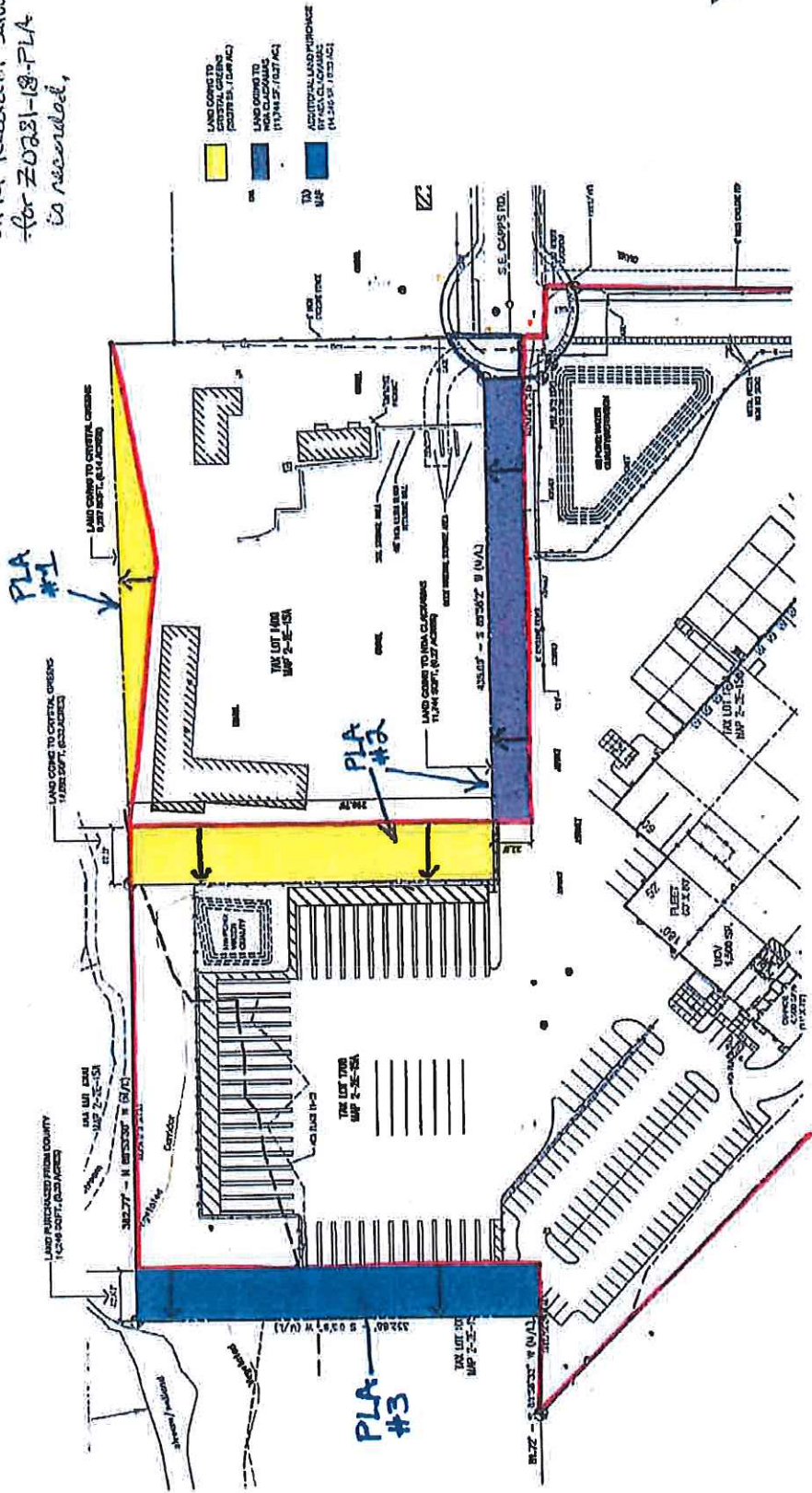
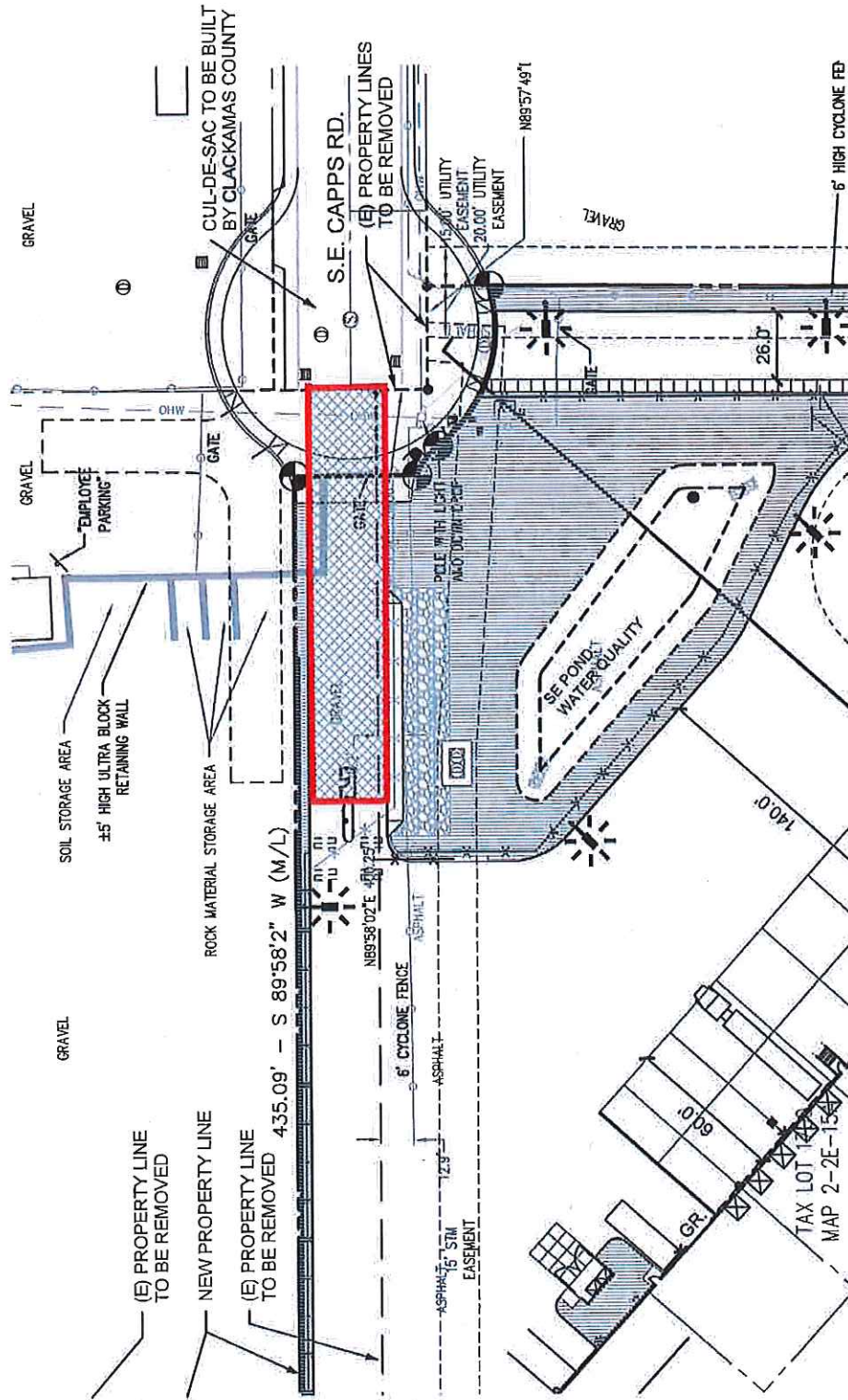


Exhibit D





DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

January 31, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the First Amendment to the Disposition Agreement with Clackamas Crossing, LLC

Purpose/Outcome	To amend the existing Disposition Agreement with Clackamas Crossing, LLC
Dollar Amount and Fiscal Impact	No change
Funding Source	N/A.
Duration	The amendment will extend the due diligence period by 60 days
Previous Board Action/Review	Discussed with Board at Executive Session on December 18, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Dave Queener, Development Agency Program Supervisor, 503-742-4322

The Agency has a Disposition Agreement with Clackamas Crossing, LLC associated with the purchase of Agency owned property located at SE 135th Avenue and Highway 212. The due diligence period contained in the agreement provides for 365 days to do all necessary investigations prior to closing. Clackamas Crossing is finalizing a partnership agreement with an adjacent property owner, which will double the size of the development. They have requested the due diligence period be extended in order to complete investigations necessary to ensure the new larger development is feasible.

This first amendment will extend the due diligence period by 60 days.

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 Disposition Agreement with Clackamas Crossing, LLC.

Respectfully submitted,

David Queener, Program Supervisor
Development Agency

FIRST AMENDMENT TO DISPOSITION AGREEMENT

THIS FIRST AMENDMENT TO DISPOSITION AGREEMENT (“**Amendment**”) is entered into effective as of _____, 201__, between **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the Urban Renewal Agency of Clackamas County, a corporate body politic (“**Agency**”), and **CLACKAMAS CROSSING, LLC**, an Oregon limited liability company (“**Developer**”).

RECITALS

A. Agency and Developer are parties to that certain Disposition Agreement dated effective as of December 7, 2017, (the “**Disposition Agreement**”), concerning approximately .90 acres of land owned by the Agency located on the southeast corner of the SE 135th Avenue and Highway 212 intersection, Clackamas County, Oregon, as more particularly described in the Disposition Agreement (the “**Property**”).

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

AGREEMENT

1. **Closing.** Section 2.4 of the Disposition Agreement is hereby amended such that the Developer’s Due Diligence Period shall be extended for an additional sixty (60) days, and shall expire four hundred and twenty-five (425) days after the Effective Date of the Disposition Agreement.

2. **Counterpart; Email.** 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. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.

3. **Confirmation.** The Disposition Agreement is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the Disposition Agreement and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

[Signatures on next page.]

