



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

September 11, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of Clackamas County  
Commissioners

**Billy J. Williams**  
County Counsel

**Scott C. Ciecko**  
**Amanda Keller**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Sarah Foreman**  
**Caleb Huegel**  
**Angela Hajihashemi**  
**Joseph Lucas**  
Assistants

**Approval of a Purchase and Sale Agreement with the North Clackamas Parks and Recreation District for the condominium re-plat of the Oak Lodge Library property. Purchase price is \$190,693.89. Funding is through budgeted County General Funds.**

<b>Previous Board Action/Review</b>	August 10, 2023, Approval of in IGA with Clackamas County to construct the Oak Lodge Library. BCC Issues discussion June 13, 2023 BCC Policy Session Discussion and approval on June 7, 2023 BCC Policy Session re: Library Costs May 17, 2023 (attached) BCC Issues discussion on March 28, 2023 Board of Directors discussion item on March 15, 2023, July 19, 2023		
<b>Performance Clackamas</b>	Which indicator of success does this item affect? Building Trust Through Good Government		
<b>Counsel Review</b>	Yes, JM 9/3/2025	<b>Procurement Review</b>	N/A, Item is a Board Order
<b>Contact Person</b>	Jeffrey D. Munns	<b>Contact Phone</b>	(503) 742-5984

**EXECUTIVE SUMMARY:** Clackamas County and the North Clackamas Parks and Recreation District ("NCPRD") have partnered on a project to co-locate the Oak Lodge Library on the same site as the Concord Park and Community Center.

The parties entered into an IGA in 2023 to allow Clackamas County to construct the library prior to the completion of the sale of the property and the re-plat of the property as a condominium. The condominium re-plat is necessary to accommodate both buildings on the property without maintaining the

For Filing Use Only

setbacks required by zoning for a lot line adjustment. This form of fee ownership also allows for better joint use of the property and mutual restrictions on the use of the property to maintain the complimentary uses.

**RECOMMENDATION:** Staff recommends approval of the Purchase and Sale Agreement and the Board Order providing a limited delegation of signing authority to the County Administrator to complete all other documents necessary to complete the purchase.

Respectfully submitted,



Jeffrey D. Munns  
Assistant County Counsel

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”), by and between the North Clackamas Parks and Recreation District, a county service district organized under ORS Chapter 451 (“Seller”), and, Clackamas County a political subdivision of the State of Oregon (“Buyer”).

### RECITALS

- A. Seller is the owner of approximately 6 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), located at 3811 SE Concord Rd. in the County of Clackamas, State of Oregon, commonly known as Tax Parcel 21E12AD02900. This Property will be platted as Concord Condominium to accommodate the joint development of the site. The Condominium Plat, Declaration, and Articles and Bylaws all must be approved by the Oregon Real Estate Agency. The parties have platted the property as described on the attached Exhibit A (the “Property”).
- B. Buyer desires to purchase from Seller, and Seller desires to sell and convey to Buyer, all right, title and interest in Unit 1 and the Unit 1 Limited Common Element, collectively (“Unit 1 and LCE Unit 1”) of the Property.
- C. The terms of this Agreement are as follows:

### TERMS

- 1. Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, Unit 1 and LCE Unit 1 of the Property as depicted and described in Exhibit A and upon the terms and conditions set forth below in this Agreement.
- 2. Purchase Price.** The Purchase Price for the Property is ONE HUNDRED NINETY THOUSAND SIX HUNDRED NINETY-THREE DOLLARS AND EIGHTY-NINE CENTS (\$190,693.89), payable as follows:
- 3. Closing Date.** This transaction shall close no later than Thirty (30) days after approval of the Condominium Documents by the Oregon Real Estate Agency, unless otherwise extended as set forth herein (the “Closing Date” or “Closing”).
- 4. Buyer’s Title Review.**
  - 4.1. Title Report; Unacceptable Exceptions. Buyer has waived obtaining a preliminary title report on the Property, and waives all Unacceptable Exceptions.
  - 4.2. Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then Buyer may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to Buyer, or (c) extend the Closing Date for a period of forty-five (45) days to provide Seller with additional time to remove such exceptions. If Buyer elects option (c) and at the end of the 45-day period such exceptions have not been removed, Buyer may then elect to proceed in accordance with either option (a) or (b) described above.

4.3. Permitted Exceptions. All exceptions other than the Unacceptable Exceptions shall be deemed acceptable to Buyer (the “Permitted Exceptions”); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions.

## **5. Buyer’s Due Diligence and Inspections.**

5.1. Seller’s Delivery of Documents. Within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer any and all material 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 is aware of the existence of any material information or documentation pertaining to the Property that is not in Seller’s possession or control, Seller shall notify Buyer of the existence of such information within fifteen (15) days after the Effective Date or two (2) business days after learning of such information. Should Seller fail to timely provide Buyer with any Due Diligence Documents, Buyer may, at Buyer’s sole discretion, extend the Closing Date for a period not to exceed twenty (20) days so that Buyer may have adequate time to review such additional documentation.

5.2. Property and Environmental Inspections. Buyer and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by Buyer, shall have the right to access the Property to conduct environmental studies (including Phase I and Phase II Environmental Site Assessments), structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence Buyer deems necessary or desirable. Seller shall cooperate with Buyer in making such inspections. Buyer 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 Buyer deems necessary or desirable; provided, however, that Buyer shall give Seller forty-eight (48) hours notice prior to entering any residence located on the Property. Any area disturbed by Buyer’s inspections shall be restored by Buyer, at Buyer’s sole costs and expense, to substantially its pre-inspection condition.

## **6. Conditions Precedent to Closing.**

6.1. Conditions Precedent to Buyer’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 Buyer’s obligation to acquire the Property. These conditions are intended solely for Buyer’s benefit and Buyer 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, Buyer will have the right to extend this agreement or negotiate contribution from Seller for the costs to abate a condition discovered during the Due Diligence period.

6.1.1. Title. At Closing (a) Seller shall convey fee simple title to the Property to Buyer in accordance with Section 7.1.1, and (b) the Title Company must be committed to issue to Buyer the Title Policy described below in Section 9.

6.1.2. 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.

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

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

## **7. Deliveries at Closing.**

7.1. By Seller. On or before the Closing Date, Seller shall deliver to Buyer:

7.1.1. Deed. A Statutory Warranty Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer.

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 Buyer.

7.1.3. Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement.

7.2. By Buyer. On or before the Closing Date, Buyer shall deliver the following to Seller.

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

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

7.2.3. Other Documents. Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement.

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

## **9. Reserved.**

**10. Closing Costs.** Buyer and Seller shall share any costs of recording the Deed. Buyer and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between Buyer and Seller in accordance with the customary practice in the county where the Property is located.

## **11. Reserved.**

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

These representations and warranties shall survive Closing. Seller warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

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

12.2. Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property. Except for those exceptions of record listed on the Title Report, Seller owns the Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. 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. There are no service contracts or other agreements pertaining to the Property that will bind the Property or Buyer on or after the Closing.

12.3. Possession. Except as specifically set forth in this Agreement, there are no 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 Buyer at Closing.

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

12.5. No Legal Proceedings. 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. No work on the Property has been done or materials provided 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 Buyer'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 Buyer'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 immediately give notice to Buyer of those facts and information. If any of the foregoing warranties and representations cease to be true before Closing, Seller shall use its best efforts to remedy the problem, at its sole expense, before Closing.

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

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

(a) Subject to the conditions stated herein, Buyer 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 Buyer 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 Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

## **15. Independent Investigation; AS-IS Sale.**

15.1. Buyer agrees that Buyer 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 Buyer'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 Buyer'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. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER 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 Buyer. Buyer 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, Buyer 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.



15.5. 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, Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

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

## **17. Reserved.**

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

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

To Buyer:        Dan Johnson, Director  
                     Clackamas County  
                     Department of Transportation and Development  
                     150 Beavercreek Rd.  
                     Oregon City, OR 97045  
                     Phone No. (971) 303-1578  
                     danjoh@clackamas.us

Copy to:         Jeffrey D. Munns  
                     Assistant County Counsel  
                     2051 Kaen Rd.  
                     Oregon City, OR 97045  
                     Phone (503) 742-5984  
                     jmunns@clackamas.us

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

**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 Buyer from and against any such claim if based on any action, agreement, or representations made by Seller; and Buyer shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by Buyer.

**20. Further Actions of Buyer and Seller.** Buyer 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. Reserved.**

**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.

22.4. Successors and Assigns. This Agreement will be binding on and will inure to the benefit of the successors and assigns of the parties to it. If an assignee assumes all the obligations of Buyer hereunder, then Buyer shall have no further liability with respect to this Agreement.

22.5. Representation. This Agreement was prepared by Buyer. 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 Buyer 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.

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.

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

BUYER,  
Clackamas County  
Political Subdivision of the State of Oregon

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

By: \_\_\_\_\_  
Craig Roberts  
Chair of the Board

By: \_\_\_\_\_  
Craig Roberts  
Chair of the Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_



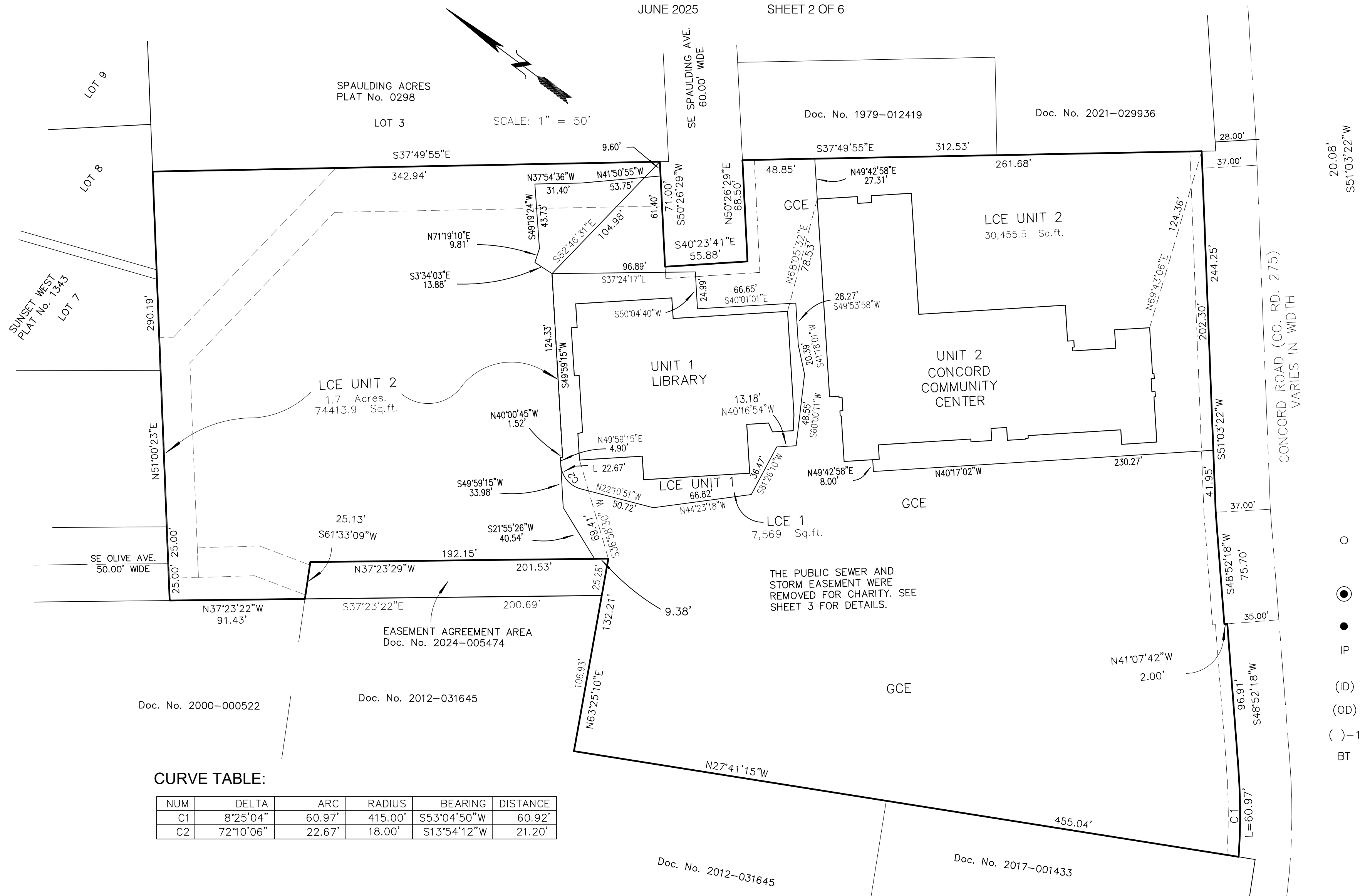
# CONCORD COURT CONDOMINIUM

A REPLAT OF LOT 2 AND LOT 7 OF SPAULDING ACRES PLAT No. 0298  
AND PORTIONS OF LAND LYING IN THE NORTHEAST QUARTER AND SOUTHEAST  
QUARTER OF THE SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, W.M.,  
CLACKAMAS COUNTY, OREGON

JUNE 2025 SHEET 2 OF 6

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

PLAT No. \_\_\_\_\_



CURVE TABLE:

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	8°25'04"	60.97'	415.00'	S53°04'50"W	60.92'
C2	72°10'06"	22.67'	18.00'	S13°54'12"W	21.20'

## LEGEND

- SET REFERENCE MONUMENT  
1 3/16" DIAMETER  
COPPER ALLOY DISK (CAD)  
STAMPED CLACKAMAS CO WITH  
REFERENCE MONUMENT NUMBER
- FOUND PUBLIC LAND CORNER  
AS NOTED
- FOUND MONUMENT AS NOTED
- IP IRON PIPE, WITH INSIDE DIAMETER  
UNLESS NOTED OTHERWISE
- (ID) INSIDE DIAMETER
- (OD) OUTSIDE DIAMETER
- ( ) - 1 DATA PER RECORD INDICATED
- BT CLACKAMAS COUNTY BEARING  
TREE BOOK AND PAGE



CLACKAMAS COUNTY  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045  
(503)-742-4475

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 09, 2013  
MARTIN T. SPRAGUE  
81280

EXPIRES: 6/30/2026

LEGEND

- ▲ FOUND 5/8" IR W/YPC  
STAMPED "CLACKAMAS COUNTY DTD" PER  
SURVEY No. 27900 OR PER DEDICATION DEED 2025-\_\_\_\_\_
- FOUND MONUMENT AS NOTED
- IP IRON PIPE, WITH INSIDE DIAMETER  
UNLESS NOTED OTHERWISE
- G.C.E. GENERAL COMMON ELEMENT
- L.C.E. LIMITED COMMON ELEMENT

( )-1 DATA PER RECORD INDICATED  
DOC. No. DOCUMENT NUMBER, CLACKAMAS COUNTY  
DEED RECORDS

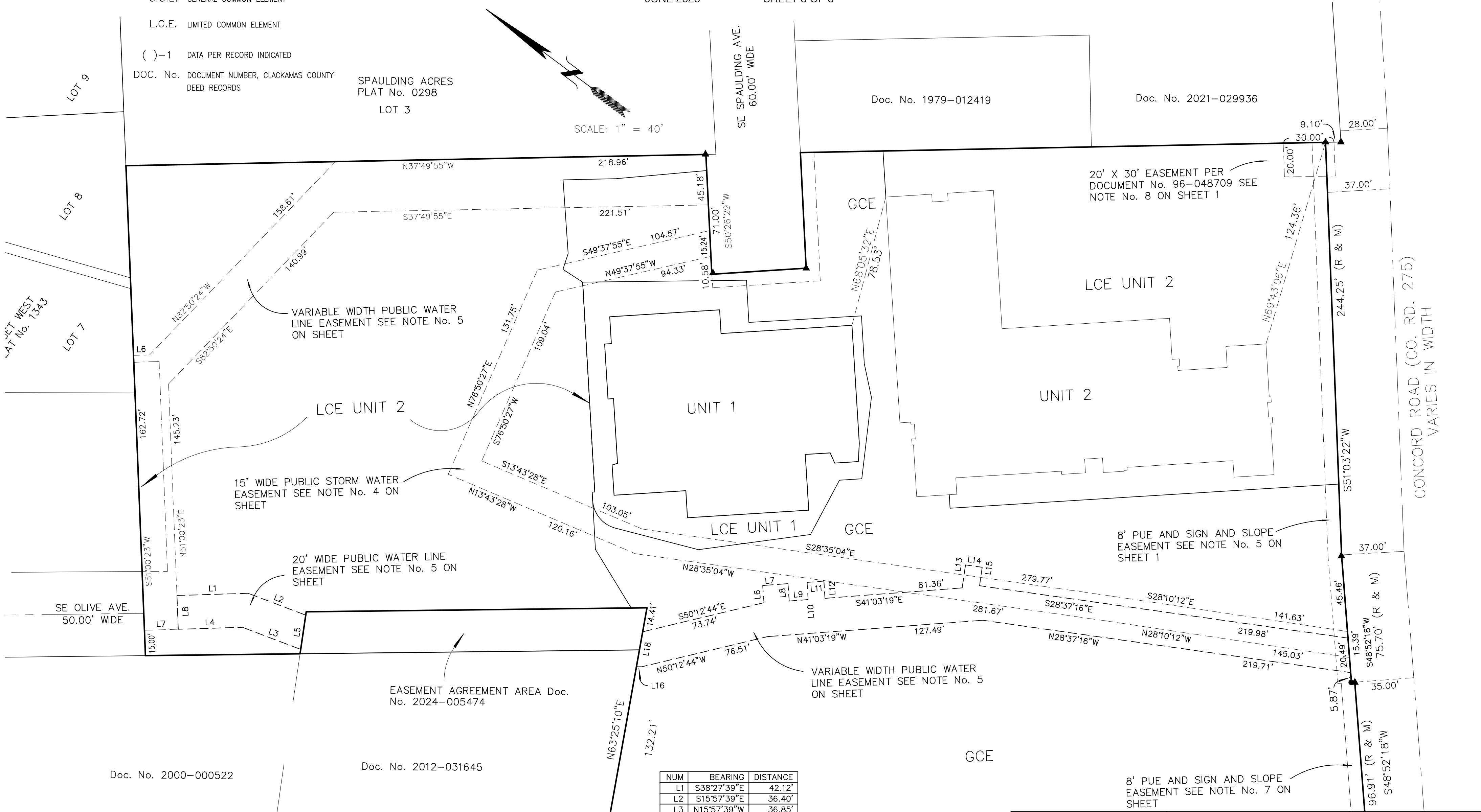
CONCORD COURT CONDOMINIUM

A REPLAT OF LOT 2 AND LOT 7 OF SPAULDING ACRES PLAT No. 0298  
AND PORTIONS OF LAND LYING IN THE NORTHEAST QUARTER AND SOUTHEAST  
QUARTER OF THE SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, W.M.,  
CLACKAMAS COUNTY, OREGON

JUNE 2025 SHEET 3 OF 6

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

PLAT No. \_\_\_\_\_





CLACKAMAS  
COUNTY

CLACKAMAS COUNTY  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045  
(503)-742-4475

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 09, 2013  
MARTIN T. SPRAGUE  
81280  
EXPIRES: 6/30/2026

# CONCORD COURT CONDOMINIUM

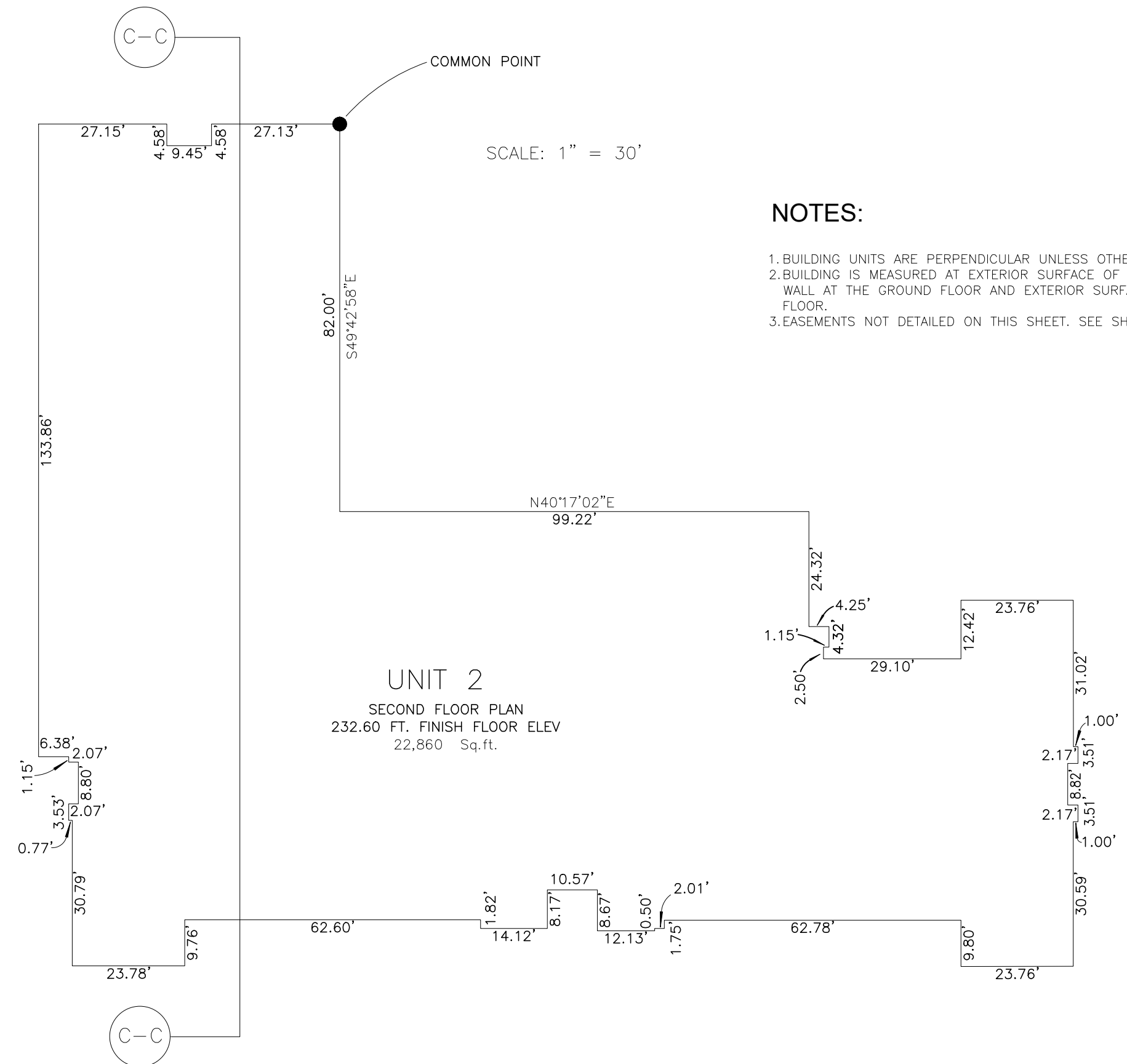
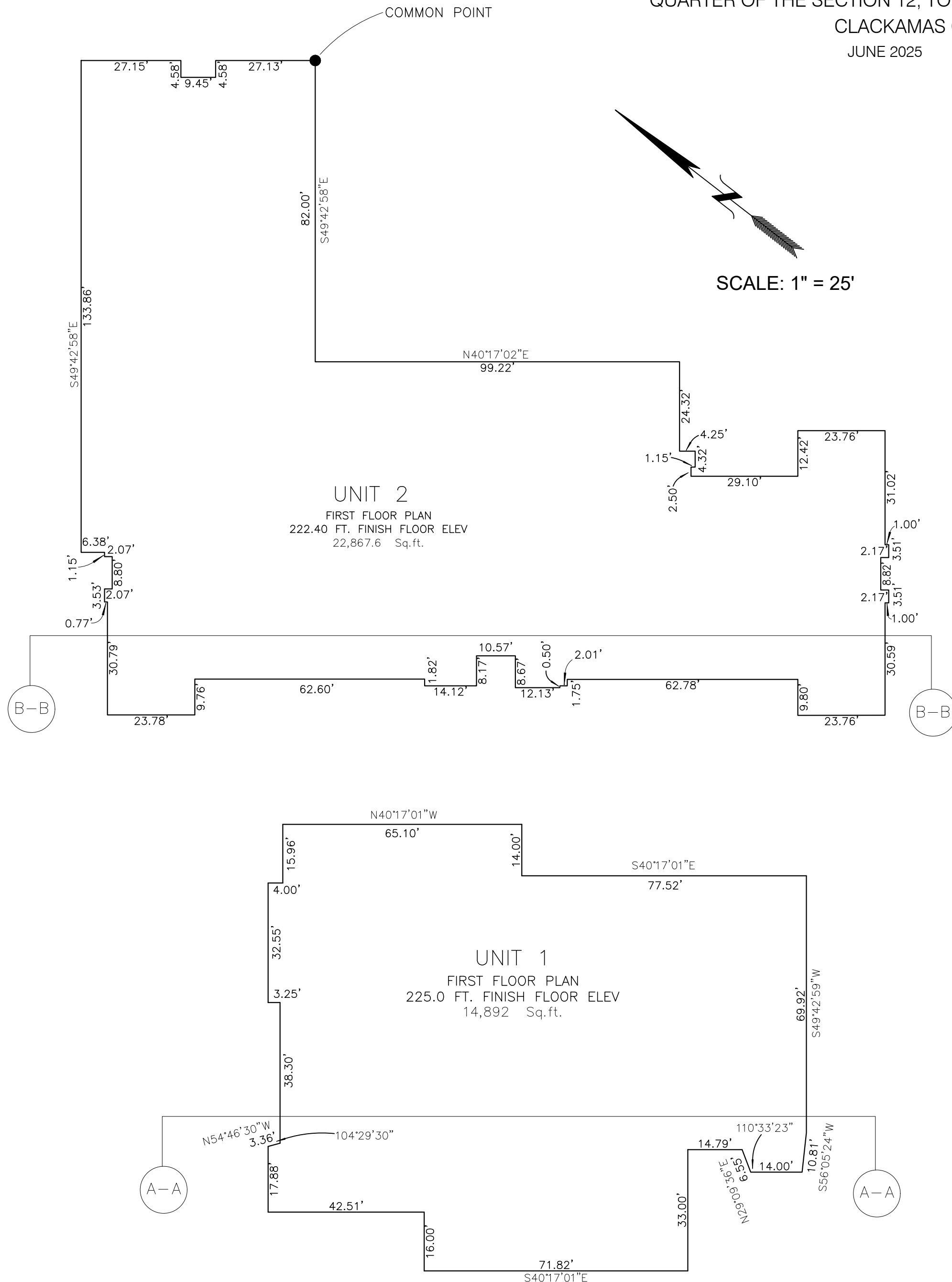
A REPLAT OF LOT 2 AND LOT 7 OF SPAULDING ACRES PLAT No. 0298  
AND PORTIONS OF LAND LYING IN THE NORTHEAST QUARTER AND SOUTHEAST  
QUARTER OF THE SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, W.M.,  
CLACKAMAS COUNTY, OREGON

JUNE 2025

SHEET 4 OF 6


BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

PLAT No. \_\_\_\_\_



## NOTES:

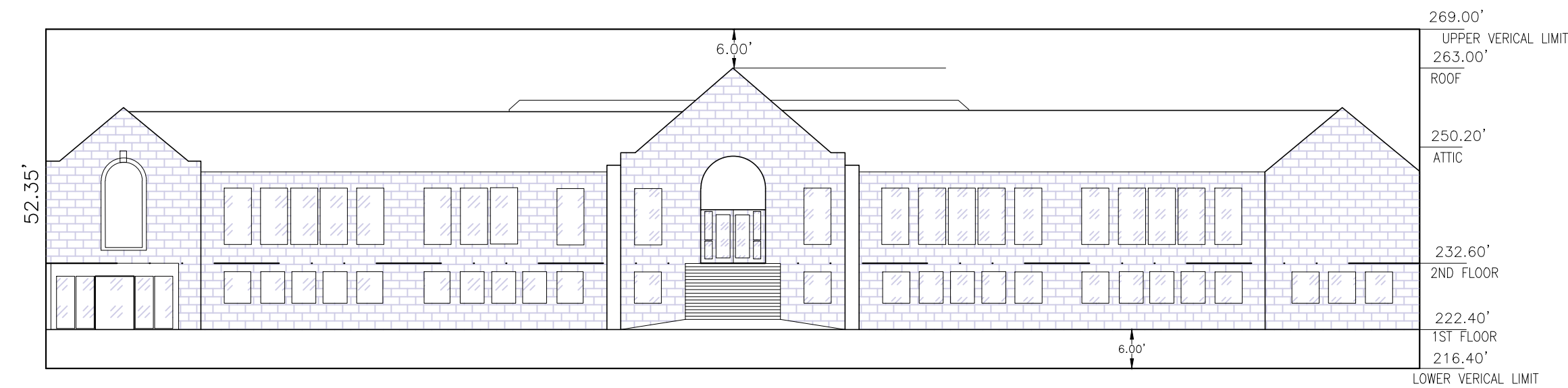
1. BUILDING UNITS ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
2. BUILDING IS MEASURED AT EXTERIOR SURFACE OF FOUNDATION STEM WALL AT THE GROUND FLOOR AND EXTERIOR SURFACE AT UPPER FLOOR.
3. EASEMENTS NOT DETAILED ON THIS SHEET. SEE SHEET 3 FOR DETAIL.

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045 (503)-742-4475	REGISTERED PROFESSIONAL LAND SURVEYOR
		OREGON JULY 09, 2013 MARTIN T. SPRAGUE 81280 EXPIRES: 6/30/2026

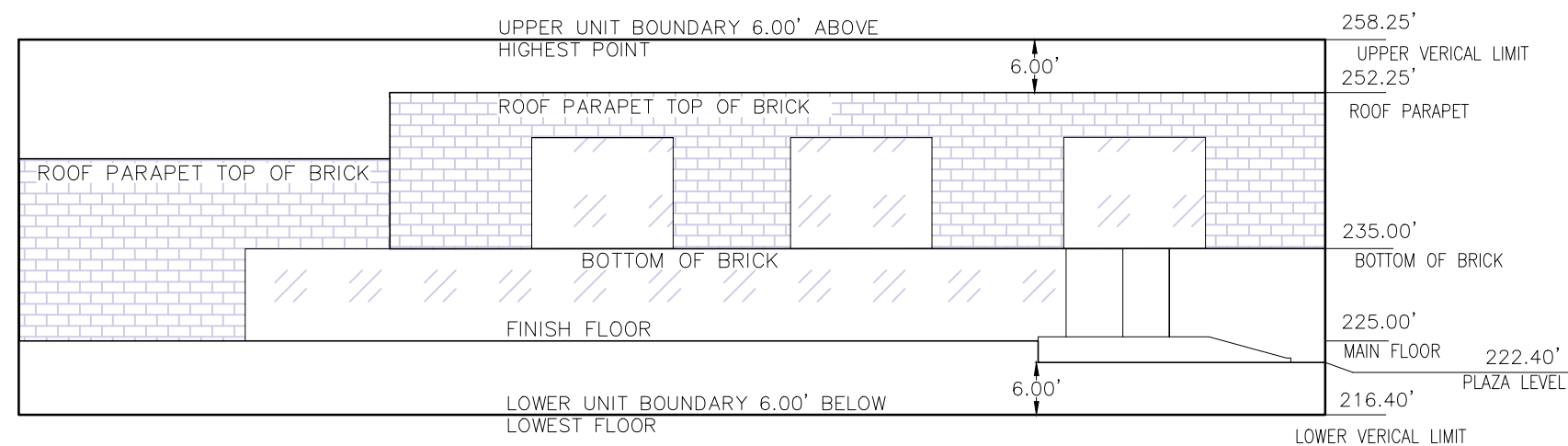
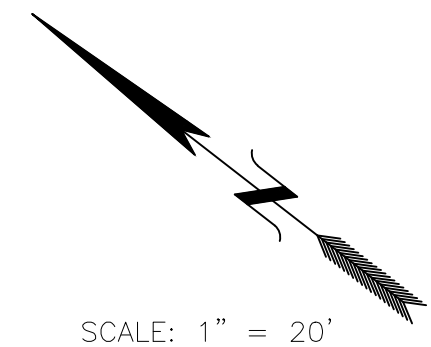
CONCORD COURT CONDOMINIUM  
A REPLAT OF LOT 2 AND LOT 7 OF SPAULDING ACRES PLAT No. 0298  
AND PORTIONS OF LAND LYING IN THE NORTHEAST QUARTER AND SOUTHEAST  
QUARTER OF THE SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, W.M.,  
CLACKAMAS COUNTY, OREGON  
JUNE 2025 SHEET 5 OF 6

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

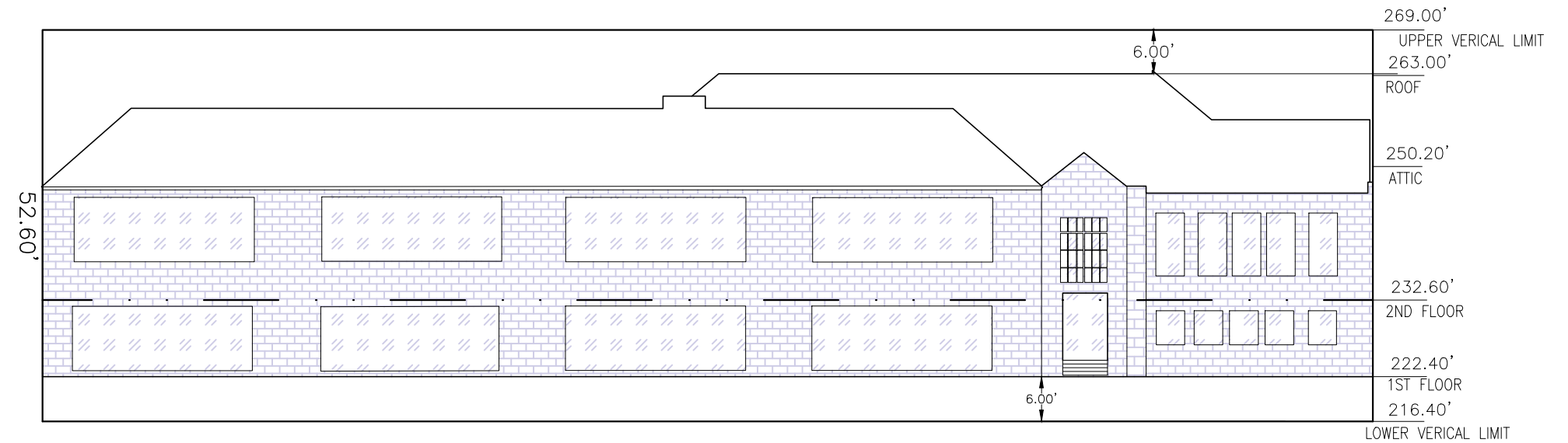
PLAT No. \_\_\_\_\_



B-B UNIT 2  
SOUTH ELEVATION VIEW



A-A UNIT 1  
SOUTH ELEVATION VIEW



C-C UNIT 2  
WEST ELEVATION VIEW

NOTES:

1. BUILDING UNITS ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
2. BUILDING IS MEASURED AT EXTERIOR SURFACE OF FOUNDATION STEM WALL AT THE GROUND FLOOR AND EXTERIOR SURFACE AT UPPER FLOOR.
3. LOCAL DATUM FOR VERTICAL CONTROL WAS ESTABLISHED BY GPS OBSERVATION. LOCAL BENCHMARK IS 3-1/4" BRONZE DISK AT THE NORTHEAST CORNER D.L.C. No. 52, PER U.S.B.T. ENTRY 2003-125. ELEVATION = 216.10'



CLACKAMAS COUNTY  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045  
(503)-742-4475

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 09, 2013  
MARTIN T. SPRAGUE  
81280

EXPIRES: 6/30/2026



CONCORD COURT CONDOMINIUM
A REPLAT OF LOT 2 AND LOT 7 OF SPAULDING ACRES PLAT No. 0298
AND PORTIONS OF LAND LYING IN THE NORTHEAST QUARTER AND SOUTHEAST
QUARTER OF THE SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, W.M.,
CLACKAMAS COUNTY, OREGON
JUNE 2025 SHEET 6 OF 6

BOOK\_\_\_\_\_PAGE\_\_\_\_\_
PLAT No. \_\_\_\_\_

DECLARATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT NORTH CLACKAMAS PARKS
AND RECREATION DISTRICT, AN OREGON MUNICIPAL CORPORATION, THE
OWNER OF THE LAND REPRESENTED ON THE ANNEXED MAP, AND MORE
PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE,
DO HEREBY DECLARE THE ANNEXED MAP TO BE A CORRECT MAP OF THE
CONDOMINIUM OF SAID PROPERTY AND DO HEREBY COMMIT THE LAND
DESCRIBED HEREON TO THE OPERATION OF THE OREGON CONDOMINIUM ACT
AS LAID OUT IN CHAPTER 100 IMPROVEMENTS DESCRIBED AND DEPICTED ON
THIS PLAT ARE SUBJECT TO THE PROVISION OF THE OREGON REVISED
STATUTES 100.005 TO 100.627.

CRAIG ROBERTS, THE BOARD OF COUNTY COMMISSIONER CHAIR AND THE
CHAIR OF THE NORTH CLACKAMAS PARKS AND RECREATION BOARD

ACKNOWLEDGEMENT:
STATE OF OREGON )
)SS
COUNTY OF CLACKAMAS )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON\_\_\_\_\_ DAY
OF \_\_\_\_\_, 2025 BY CRAIG ROBERTS, THE BOARD OF COUNTY
COMMISSIONER CHAIR AND THE CHAIR OF THE NORTH CLACKAMAS
PARKS AND RECREATION BOARD.

SIGNATURE OF NOTARY OFFICER: \_\_\_\_\_
NOTARY NAME \_\_\_\_\_
MY COMMISSION EXPIRES:\_\_\_\_\_

SURVEYOR'S BUILDING CERTIFICATE:

I, MARTIN T. SPRAGUE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY
CERTIFY THAT THE PLAT OF " XXXXXXXXXX" FULLY AND ACCURATELY DEPICTS THE
BOUNDARIES OF THE BUILDINGS AND THAT THE CONSTRUCTION OF THE UNITS AND
BUILDINGS, AS DEPICTED ON SAID PLAT HAVE BEEN COMPLETED.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

MARTIN T. SPRAGUE, PLS
REGISTERED PROFESSIONAL LAND SURVEYOR No. 81280

SURVEYOR'S CERTIFICATE:

I, MARTIN T. SPRAGUE, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND
FOUND OR MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE
ANNEXED MAP OF "CONCORD COURT CONDOMINIUM" BEING ALL OF LOT 2 AND LOT
7 OF "SPAULDING ACRES" PLAT No. 0298 AND VACATED STREETS OF SE SPAULDING
AVENUE AND OLIVE LANE TOGETHER WITH PORTIONS OF LAND LYING IN THE
NORTHEAST QUARTER AND SOUTHEAST QUARTER OF THE SECTION 12, TOWNSHIP 2
SOUTH, RANGE 1 EAST, W.M., CLACKAMAS COUNTY, OREGON BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT BEING A 3/4" IRON PIPE AT THE MOST NORTHERLY
NORTHWEST CORNER OF LOT 3 "SPAULDING ACRES" PLAT No. 0298, AND COMMON
WITH LOT 2 OF SAID PLAT; THENCE SOUTH 37°49'55" EAST ALONG THE NORTHWEST
LINE OF SAID LOT 3, A DISTANCE OF 342.94 FEET TO THE NORTHERLY RIGHT OF WAY
LINE OF SE. SPAULDING AVENUE; THENCE ALONG THE SAID RIGHT OF WAY THE NEXT
THREE COURSES SOUTH 50°26'29" WEST, A DISTANCE OF 71.00 FEET; THENCE SOUTH
40°23'41" EAST, A DISTANCE OF 55.88 FEET; THENCE NORTH 50°26'29" EAST, A
DISTANCE OF 68.50 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 37°49'55"
EAST, A DISTANCE OF 310.53 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF
CONCORD ROAD (COUNTY ROAD No. 275);
THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE THE NEXT 5 COURSES:
SOUTH 51°03'22" WEST, A DISTANCE OF 244.25 FEET;
THENCE SOUTH 48°52'18" WEST, A DISTANCE OF 75.70 FEET;
THENCE SOUTH 41°07'42" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 48°52'18" WEST, A DISTANCE OF 96.91 FEET TO A CURVE CONCAVED
NORTHWESTERLY HAVE A RADIUS OF 415.00 FEET;
THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 60.97 FEET WITH AN
CORD BEARING OF SOUTH 53°04'50" WEST A DISTANCE OF 60.92 FEET; THENCE
LEAVING SAID RIGHT OF WAY NORTH 27°41'15" WEST, A DISTANCE OF 455.04 FEET TO
A FOUND 3-1/4" BRONZE DISK AT THE NORTHEAST CORNER OF D.L.C. No. 52;
THENCE NORTH 63°25'10" EAST, A DISTANCE OF 132.21 FEET;
THENCE NORTH 37°23'29" WEST, A DISTANCE OF 201.53 FEET;
THENCE SOUTH 61°33'09" WEST, A DISTANCE OF 25.13 FEET;
THENCE NORTH 37°23'22" WEST, A DISTANCE OF 91.43 FEET TO THE SOUTHEAST LINE
OF "SUNSET WEST" PLAT No. 1343;
THENCE NORTH 51°00'23" EAST, ALONG SAID PLAT No 1343, A DISTANCE OF 290.11
FEET TO THE INITIAL POINT

CONTAINING 6.00 ACRES MORE OR LESS.

APPROVALS:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

CLACKAMAS COUNTY SURVEYOR

\* \* \* \* \*

ALL TAXES, FEES, ASSESSMENTS AND OTHER CHARGES AS PROVIDED
BY O.R.S. 100.110 HAVE BEEN PAID THROUGH JUNE 30, 2026
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

CLACKAMAS COUNTY ASSESSOR AND TAX COLLECTOR

BY: \_\_\_\_\_
DEPUTY

\* \* \* \* \*

STATE OF OREGON )
) S.S
COUNTY OF CLACKAMAS )

I DO HEREBY CERTIFY THAT THE ATTACHED PLAT
WAS RECEIVED FOR RECORD ON THE DAY
OF \_\_\_\_\_, 20\_\_\_\_,
AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.
AS PLAT NO. \_\_\_\_\_
DOCUMENT NO. \_\_\_\_\_
CATHERINE MCMULLEN, CLACKAMAS COUNTY CLERK

BY: \_\_\_\_\_
DEPUTY

CLACKAMAS COUNTY logo and contact information, including address (150 BEAVERCREEK ROAD, OREGON CITY, OR 97045), phone number (503)-742-4475, and professional details (REGISTERED PROFESSIONAL LAND SURVEYOR, OREGON JULY 09, 2013, MARTIN T. SPRAGUE 81280, EXPIRES: 6/30/2026).

# BEFORE THE BOARD OF COUNTY COMMISSIONERS

## OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of a Limited  
Delegation of Signing Authority to  
the County Administrator for the  
Purchase of Property for the Oak  
Lodge Library



Board Order No. \_\_\_\_\_

*Page 1 of 2*

**Whereas**, the Board of County Commissioners (“the Board”) is the governing body of Clackamas County, 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 County Administrator 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 the North Clackamas Parks and Recreation District (“NCPRD”) for Unit 1 and Limited Common Element of Unit 1 of the Concord Condominium for the Oak Lodge Library at 3811 SE Concord Rd. (“Oak Lodge Library Property”). The total purchase price is One-Hundred Ninety Thousand Six Hundred Ninety-Three and 89/100 dollars (\$190,693.89). 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 do hereby order as follows:**

1. The Purchase and Sale Agreement with NCPRD for acquisition of Unit 1 and Limited Common Element of Unit 1 for the Oak Lodge Library of the Concord Condominium for the total purchase price of One-Hundred Ninety Thousand Six Hundred Ninety-Three and 89/100 dollars (\$190,693.89) is approved; and

2. The County Administrator is hereby delegated authority to sign all documents necessary to complete the purchase of Unit 1 and Limited Common Element of Unit 1 for the Oak Lodge Library of the Concord Condominium; and

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

// // //

// // //

// // //

// // //

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Limited  
Delegation of Signing Authority to  
the County Administrator for the  
Purchase of Property for the Oak  
Lodge Library



Board Order No. \_\_\_\_\_

*Page 2 of 2*

4. The County Administrator 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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**North Clackamas Parks and Recreation District**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary