



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
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July 17, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners

Clackamas County

Approval of a Settlement Agreement and Quitclaim Deed with Donna L. Lauderback for Tax Lot 3500, located near Carver. No fiscal impact. No County General Funds are involved.

Previous Board Action/Review	Executive Session: May 6, 2025.		
Performance Clackamas	Building public trust through good government		
Counsel Review	Initials: SF	Procurement Review	N/A
Contact Person	Sarah Foreman	Contact Phone	503-655-8363

EXECUTIVE SUMMARY: In November 2023 Donna Lauderback filed a lawsuit against the County for ejectment and declaratory relief. The dispute was over property known as Tax Lot 3500. The parcel was foreclosed on and deeded to the County in January 2022. Ms. Lauderback alleged that the property was wrongfully foreclosed on and that she is the rightful owner of Tax Lot 3500. The County denied the allegations. The parties are now settling this case. The County is hereby executing a quitclaim deed to Ms. Lauderback for Tax Lot 3500.

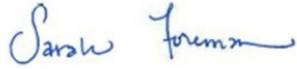
The Settlement Agreement and General Release of Claims is attached for the Board's signature. Also attached is the Quitclaim Deed for the Board's signature.

The terms of the proposed settlement are set forth in the attached Settlement Agreement and General Release of Claims.

For Filing Use Only

RECOMMENDATION: Staff recommends approval of the Settlement Agreement and Release of All Claims and execution of the quitclaim deed.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Sarah Foreman". The signature is fluid and cursive, with the first name "Sarah" and last name "Foreman" clearly distinguishable.

Sarah Foreman
Senior Assistant Legal Counsel

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “**Agreement**”), effective upon execution by all parties, is entered into by and between Donna L. Lauderback, as Trustee of the Donna Lauderback Living Trust UTD 3/22/01 (“**Lauderback**”), and Clackamas County (the “**County**”) shall and hereby does effectuate a settlement and release of all claims in Clackamas County Circuit Court Case No. 23CV45441 between these parties in exchange for the mutual consideration described herein. Lauderback and the County are collectively referred to as the “**Parties**” or individually as a “**Party**.”

MEANING OF TERMS

- (a) As used in this Agreement, “Donna L. Lauderback, as Trustee of the Donna Lauderback Living Trust UTD 3/22/01” shall mean Donna Lauderback as an individual, her spouse, heirs, executors, administrators, agents, insurers, attorneys, assigns and anyone claiming through her.
- (b) As used in this Agreement, “County” shall mean Clackamas County and current and former commissioners, current and former managers, current and former County Counsel, current and former County Administrators, current and former employees (in their individual and represented capacities), attorneys, insurers, and current and former agents and their successors and/or assigns.

AGREEMENT

As consideration for the promises contained in this Agreement the parties agree as follows:

1. **Property Conveyance.** Upon execution of this agreement, within thirty (30) days Clackamas County will present a quit claim deed to Lauderback conveying the property described in Exhibit A and depicted by Exhibit B and also known as 23E1703500 (the “**Property**”).
2. **No Encumbrance by County.** The County warrants that the subject property has not been sold, transferred, conveyed, or otherwise encumbered by the County during the period of time the deed has been in its name.
3. **No Implied Warranties.** The County makes no express or implied warranties or representations regarding the physical condition of the Property. The County conveys only whatever right, title, or interest it may have in the Property to Lauderback, without any warranties as to ownership, title, encumbrances, or the existence of any other interests (except as set forth in paragraph 2); Lauderback accepts the Property “as is,” and with all faults, including any and all liabilities known or unknown, associated with or arising from the Property.
4. **Taxes.** Upon execution of this agreement and delivery of a fully-executed and recordable quitclaim deed for the Property to Lauderback, the taxes will begin to accrue.
5. **Combination of Tax Lots.** Following the recording of the deed, the County shall initiate and complete the combination of the Property with Tax Lot 23E1701490 for assessment and taxation purposes. Thereafter, the combined property shall be identified and taxed as a single

lot under Tax Lot 23E1701490. This combination is solely for tax assessment purposes and shall not be construed to alter the legal lot status or create a new legal lot of record for land use or development purposes.

6. Release. The Parties will release each other from all alleged claims or damages, known, or unknown, arising out of or in any way related to or in connections with Clackamas County Circuit Court Case No. 23CV45441 (the "**Lawsuit**").

7. No Admission of Liability. Nothing in this Agreement shall be construed to be or used as an admission of liability or fault by any party. No part of this Agreement shall be admissible in any court or alternative dispute resolution proceeding for the purpose of proving liability, causation, or fault.

8. Dismissal. Within thirty (30) days of the transfer of the Property to Lauderback, Lauderback shall dismiss all claims in the Lawsuit with prejudice and without costs or fees to either Party.

9. No Attorneys' Fees. Each Party shall be responsible for paying its own attorney fees related to prosecution or defense of claims presented in the Lawsuit.

10. Further Assurances. The Parties agree to take such action and execute such further documents, including modifications to this Agreement, as may be reasonably necessary to effectuate the intent of this Agreement.

11. Governing Law. This Agreement, and any disputes arising out of the language contained herein, shall be governed by the law of the State of Oregon with venue in Clackamas County.

12. Amendments. This Agreement may be amended or modified only by written agreement of the Settling Parties executed in the same manner as this Agreement.

13. Severability. If a court of competent jurisdiction holds any provision of this Agreement, or any portion thereof, to be invalid under any applicable statute or rule of law, such invalidity will not affect the validity of the other provisions of this Agreement. The Parties will substitute the invalid provision with a valid provision that most closely approximates the intent of the invalid provision.

14. Signatures of Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will comprise an original Agreement. Signatures on faxed or electronically scanned copies will be deemed the same as original signatures.

15. Authority to Execute. Each person who signs this Agreement represents and warrants that he or she has the right and authority to execute this Agreement on behalf of the Party for whom he or she signs. The Parties each represent and warrant that no consent of any person or entity who is not a party to this Agreement is necessary in order for this Agreement to be fully and completely binding on the Parties and their successors and assigns.

16. **Knowing Release.** The parties fully understand the terms and provisions of this Agreement and voluntarily accept the above terms and conditions for the purpose of making a full compromise and settlement of any and all claims arising from, and related to, the Claims.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date executed by all parties.

Clackamas County

By: Donna Lauderback

By: _____

Name: Donna Lauderback, Trustee

Name: _____

Date: 6-25-25, 2025

Date: _____, 2025

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 

By: 

Jonathan Radmacher
Attorney for Lauderback

Sarah Foreman
Attorney for Clackamas County

After recording return to:

Clackamas County Department of Transportation
150 Beavercreek Road, 3rd Floor
Oregon City, OR 97045

Until a change is requested all taxes shall be sent to:

Donna L. Lauderback, Trustee
Donna Lauderback Living Trust
10912 SE Madison Dr.,
Portland, OR 97216

QUITCLAIM DEED

CLACKAMAS COUNTY, OREGON, a political subdivision of the State of Oregon, Grantor, releases and quitclaims Donna L. Lauderback, Trustee or her successor in trust, grantee "Donna Lauderback Living Trust, UTD March 22, 2001, Grantee, all its right, title and interest in that real property situated in Clackamas County, Oregon, and being described as follows:

See Exhibits A & B

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

Date this the _____ day of _____, 2025.

CLACKAMAS COUNTY

*Craig Roberts, Chair,
Clackamas County Board of County
Commissioners*

State of Oregon }
County of Clackamas }

This document was acknowledged before me on _____ day of _____ 2025, by

_____.

Notary Public for Oregon

My Commission Expires:_____

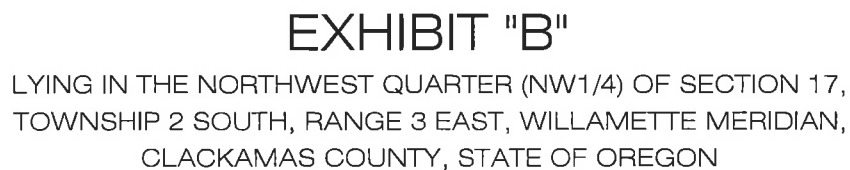
EXHIBIT "A"
SURVEY DESCRIPTION

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO PROVIDE A MEETS AND BOUNDS DESCRIPTION TO A PORTION OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 17, SOUTH OF STATE HIGHWAY 224 AND THE CLACKAMAS RIVER KNOW AS AND DESCRIBED AS TAX LOT 3500 DEED DOCUMENT 2022-003010 CLACKAMAS COUNTY RECORDER'S OFFICE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, STATE OF OREGON; THENCE SOUTH 1°06'42" EAST ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 2126.16 FEET MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 224 BEING THE POINT OF BEGINNING, ALSO BEING ON A NON TANGENT CURVE CONCAVED TO THE SOUTHEAST HAVING AN RADIAL BEARING OF SOUTH 12°59'03" EAST AND HAVING A RADIUS OF 256.48 FEET; THENCE NORTHEASTERLY ALONG SAID NON TANGENT CURVE AN ARC DISTANCE OF 32.33 FEET THROUGH A CENTRAL ANGLE OF 7°13'23" A CORD BEARING OF NORTH 80°37'39" EAST, A CORD DISTANCE OF 32.31 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 84°14'20" EAST, A DISTANCE OF 278.08 FEET MORE OR LESS TO THE SOUTHWESTERLY LINE OF DEED DOCUMENT 2001-044833 IN THE CLACKAMAS COUNTY RECORDERS OFFICE; THENCE LEAVING RIGHT OF WAY LINE, AND ALONG SAID SOUTHWESTERLY DEED LINE SOUTH 65°00'00" EAST, A DISTANCE OF 324.09 FEET MORE OR LESS TO RICHARDSON CREEK; THENCE ALONG SAID CREEK SOUTH 29°30'34" WEST, A DISTANCE OF 52.32 FEET; THENCE SOUTH 1°44'52" WEST, A DISTANCE OF 47.04 FEET; THENCE SOUTH 51°17'23" WEST A DISTANCE OF 10.48 FEET MORE OR LESS TO THE NORTHEASTERLY LINE DESCRIBED IN DOCUMENT DEED 2000-061413 IN PARCEL II; THENCE ALONG SAID PARCEL II NORTH 64°46'10" WEST, A DISTANCE OF 216.44 FEET MORE OR LESS; THENCE CONTINUING ALONG SAID PARCEL II SOUTH 89°09'29" WEST, A DISTANCE OF 369.11 FEET MORE OF LESS TO THE EAST LINE OF SECTION 17; THENCE NORTH 1°06'42" WEST ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 116.18 FEET TO THE POINT OF BEGINNING

CONTAINING 1.67 ACRES MORE OR LESS.

BASIS OF BEARING IS NORTH 84°14'20" EAST, BEING THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 224, AS SHOWN IN THE RECORD OF SURVEY FILED AS SN 14430 IN THE CLACKAMAS COUNTY SURVEY RECORDS.



SEC 17 SEC 17
SEC 18 SEC 17

NORTHWEST CORNER
OF SECTION 17
FOUND BRONZE CAP
PER USBT 2003-052



N.T.S.

NOTES:
HWY 224 ALIGNMENT IS
PER O.S.H.D. DRG. No.
6B-34-12

CURVE DATA

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	7°13'23"	32.33'	256.48'	N80°32'39"E	32.31'

O.S.H.D. 5/8" IRON ROD
RIGHT OF WAY MARKER

MEANDER LINE AS DESCRIBED FROM 1853
SURVEYOR NOTES AND SHOWN ON SN 14430

BASIS OF BEARING

6B4.19^b

OREGON STATE HIGHWAY
HWY 224

RICHARDSON'S
BRANCH CREEK

Deed Doc.
2001-044833

TRACT "A"
1.7 Acres.
72878.3 Sq.ft.

Deed Doc.
2001-062807

Deed Doc,
2000-061413
"PARCEL III"

S89°09'29"W

369.11'

N64°46'10"W

~~216.44~~

S29°30'34"W
52.32'

S1°44'52"W
47.04'

S51°17'23"W
10.48'

Deed Doc.
2000-061413
"PARCEL II"

MEANDER LINE AS DESCRIBED FROM 1853
SURVEYOR NOTES AND SHOWN ON SN 14430

LEGAL DESCRIPTION

FOR
TRACT "A" (TAX LOT 3500)

LYING IN THE NORTHWEST QUARTER (NW1/4)
OF SECTION 17 T. 2 S., R.3E., WM CLACKAMAS
COUNTY, OREGON