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April 23, 2026

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

Board of County Commissioners  
Clackamas County

**Public Hearing and Approval of a Purchase and  
Sale Agreement with Hoodland Fire District #74.  
No County General Funds are involved.**

**Previous Board Action/Review:** June 27, 2024, the Board approved an IGA with Hoodland Fire District #74.

**Performance Clackamas:** 1. Build public trust through good government; and,  
2. Build a strong infrastructure.

**Counsel Review:** JM, 4/14/2026

**Procurement Review:** N/A

**Contact Person:** Jeffrey D. Munns

**Contact Phone:** (503)742-5984

**EXECUTIVE SUMMARY:**

On June 27, 2024, the Board approved an IGA with Hoodland Fire District #74 (HFD) to allow them to have a right to purchase the property commonly known as the Hoodland Park Property, the site of the former Dorman Center. The County came into possession of this property through tax foreclosure. HFD plans to use this site as the location for a future new fire station that will include a community room.

The property is being transferred to HFD without cost, but with a right of reentry and reversionary clause as follows:

1. Allow for the perpetual use of the community garden on the property to be operated by a suitable non-profit organization;
2. Reserve and maintain 12 parking spaces, in perpetuity, for use by Seller for purposes of the Mt. Hood Express Park and Ride or subsequent public transportation service;
3. Include a community room in the building to be constructed to house Buyer's operations on the Property that will be reserved, in perpetuity, for use by local community groups on reasonable terms and conditions as determined by buyer.

On March 19, 2026, HFD and Clackamas County signed an Access Permit to allow Hoodland early access to the property to begin site work and remain on schedule

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to comply with grant obligations. HFD held a groundbreaking ceremony at the property on April 4, 2026.

This matter is required to be considered following a public hearing as required by ORS 271.330(6) to hear objections to the sale. Notice of the public hearing was published on April 1, 2026, and April 8, 2026, in a newspaper of general circulation in Clackamas County. As of this time no objections to the proposed transfer have been received.

**RECOMMENDATION:**

Staff recommend the scheduling a public hearing at the April 23, 2026, business meeting for the hearing of objections to the proposed transfer, and the proposed approval of the Purchase and Sale Agreement with Hoodland Fire District #74.

Respectfully submitted,



Jeffrey D. Munns  
Assistant County Counsel

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered as of the last date of signature indicated below (the “Effective Date”), by and between Clackamas County, a political subdivision of the State of Oregon (“Seller”), and Hoodland Fire District #74, an Oregon municipal corporation (“Buyer”).

### RECITALS

- A. Seller is the owner of approximately 3.95 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 25400 E. Salmon River Rd., Welches in the County of Clackamas, State of Oregon, commonly known as Tax Parcels 37E04AA03600 and 37E04AA03300 in Section 4 of Township 3 South, Range 7 East, of the Willamette Meridian, and more particularly 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 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, the Property upon the terms and conditions set forth below in this Agreement.

**2. Purchase Price.** Subject to the appraisal condition set forth in Section 6.1.1 below, the Purchase Price for the Property is for ZERO DOLLARS (\$0), and valuable consideration as follows:

2.1. Seller obtained the Property through tax foreclosure. Buyer is responsible for any future claims for surplus funds by the prior owner, successor, heirs, devisees, or assigns should such claim be made;

2.2. The Deed shall contain a right of reentry reversionary clause consistent with ORS 271.330 which requires Buyer to:

2.2.1. Allow for the perpetual use of the community garden on the property to be operated by a suitable non-profit organization;

2.2.2. Reserve and maintain 12 parking spaces, in perpetuity, for use by Seller for purposes of the Mt. Hood Express Park and Ride or subsequent public transportation service;

2.2.3. Include a community room in the building to be constructed to house Buyer’s operations on the Property that will be reserved, in perpetuity, for use by local community groups on reasonable terms and conditions as determined by buyer.

These reversionary interests shall be exercised by Seller in writing, upon the County Commission determining that Buyer's breach was intentional and willfully disregarded one or more of these requirements.

**3. Closing Date.** This transaction shall close no later than ninety (90) days after the Effective Date of this Agreement, unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of First American Title, located at 9200 SE Sunnybrook Blvd., Suite 400, Oregon 97015.

**4. Buyer's Title Review.**

4.1. Title Report; Unacceptable Exceptions. Buyer has obtained a preliminary title report on the Property from the Title Company, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). Buyer will have forty-five (45) days following the Effective Date to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to Buyer (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If Buyer notifies Seller of any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to give Buyer written notice that Seller will remove the Unacceptable Exceptions from title to the Property prior to Closing (at Seller's sole cost and expense) or that Seller will not remove the Unacceptable Exceptions. Seller's failure to deliver such notice shall be deemed to mean that Seller will remove the Unacceptable Exceptions. If Seller elects not to remove any of the Unacceptable Exceptions and Buyer is not then satisfied with the condition of title, Buyer may elect to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer.

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. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by Buyer at Closing.

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. Should the Title Company inform Buyer of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by Buyer.

## **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 terminate this Agreement.

6.1.1. Due Diligence and Inspection Results. Buyer must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents, the Property, and the

results of Buyer's inspections of the Property conducted under Section 5.2 above. If Buyer gives notice to Seller prior to the Closing Date that Buyer is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, the Closing Date will be automatically extended for a period of forty-five (45) days so that Seller and Buyer may address such results. If at the end of the 45-day period, Buyer and Seller have not reached an agreement regarding the issues disclosed as a result of such due diligence and inspections, then this Agreement will automatically terminate.

6.1.2. 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.

6.1.3. Representations and Covenants of Seller. Seller shall have performed all of its obligations hereunder, and Seller's representations set forth in this Agreement shall be true, complete and correct as of the Effective Date and as of the Closing Date.

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

6.1.5. 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.

6.1.6. Removal of Personal Property and Debris. Seller shall have removed or have caused to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish, debris, illegally dumped materials or illegal fill materials.

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 the Title Company on or before the Closing Date of the documents and materials described below in Section 7.2.

6.3. Cancellation Fees and Expenses. In the event the escrow terminates because of the failure of any condition for a reason other than the default of Seller under this Agreement, Buyer shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company.

## **7. Deliveries to the Title Company.**

7.1. By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1. Deed. A Quitclaim Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, with the reversionary clause as described above in Section 2, conveying the Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions accepted by Buyer pursuant to Section 4 above. The Title Company's

usual, preprinted exceptions (typically listed as general exceptions 1 through 5 on the Title Report) shall not be listed as exceptions on the Deed.

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 Title Company and/or Buyer.

7.1.3. Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.4. Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2. By Buyer. On or before the Closing Date, Buyer shall deliver the following into escrow with the Title Company.

7.2.1. 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 Title Company and/or Seller.

7.2.2. Other Documents. Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

**8. Deliveries to Buyer at Closing.** At Closing, Seller shall deliver to Buyer (i) exclusive possession of the Property and (ii) keys to all improvements and personal property located on the Property.

**9. Title Insurance.** At Closing, Buyer shall cause the Title Company to issue to Buyer a standard ALTA owner's title insurance policy in the full amount of the Purchase Price, insuring (a) fee simple title vested in Buyer or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement and (b) unrestricted vehicular access from the Property to a public road (the "Title Policy").

**10. Closing Costs.** Buyer shall pay for the Title Policy, one-half of all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to Buyer below, and Seller's share of proration pursuant to Section 11 below. Buyer shall pay the cost of recording the Deed and the Memorandum, one-half of all escrow fees, and Buyer's share of proration pursuant to Section 11 below. 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. Prorations and Taxes.**

11.1. Prorations. Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and Buyer as of the Closing Date.

11.2. Taxes and Assessments. All taxes, assessments, and encumbrances that will be a lien against the Property at Closing shall be satisfied by Seller at Closing. If Seller shall fail to do so, Buyer may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price. If the Property is subject to farm or forest deferred taxes, Seller will have no obligation or responsibility for said deferred taxes, unless the Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.

**12. Seller's Representations.** Seller hereby represents to Buyer the following matters, and acknowledges that they are material inducements to Buyer to enter into this Agreement. These representations shall survive Closing for a period of six (6) months. Seller 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. Seller obtained title to the Property through tax foreclosure and does not make any representations regarding the existence, or nonexistence, of any remaining rights of past owners, heirs, devisees, successors and assigns to any rights to a surplus funds and any other liability as a result of a claim for takings under State or Federal law. 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 commercially reasonable efforts to remedy the problem, at its sole expense, before Closing. If the problem is not remedied before Closing, Buyer may elect to either: (a) terminate this Agreement, in which case Buyer will have no obligation to purchase the Property, or (b) extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first. Should Buyer extend the Closing Date and the problem is not remedied within the 45-day timeframe, Buyer may then elect to terminate this Agreement; provided, however, that such election will not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor will it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

12.13. Seller's Knowledge. As used herein, "to Seller's knowledge" means to the current, actual knowledge without duty of inquiry or investigation of Elected Officials and employees of Clackamas County, and does not include knowledge imputed to Seller from any other person or entity. The named individual is acting for and on behalf of Seller and in a capacity as an officer or employee of Seller and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Buyer waives any right to sue or to seek any personal judgment or claim against the named individual.

**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. Page 8 Purchase and Sale Agreement for the Dorman Property - Clackamas County sale to the Hoodland Fire District #74

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.

15.4. Seller's Limited Liability. Notwithstanding any contrary provision contained in this Agreement, after the Closing, the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by BUYER under this Agreement (including, without limitation, for any breach of the representations and warranties contained in this Agreement), and any and all documents executed pursuant hereto or in connection herewith shall under no circumstances whatsoever exceed One Hundred Thousand Dollars (\$100,000.00).

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 have the right to pursue any 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, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer.

Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and will be an amount equal to Sellers' actual costs incurred as a result of the default up to and shall under no circumstances whatsoever exceed One Hundred Thousand Dollars (\$100,000.00). This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Buyer. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon a termination due to a default by Buyer, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

**17. Risk of Loss, Condemnation.** Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty or condemnation and the Title Company shall return the Earnest Money to Buyer.

**18. Notices.** All notices required or permitted to be given under this Agreement must be in writing and sent with all applicable delivery and postage charges prepaid to the address set forth below by one of the following means: (a) commercial messenger service; (b) United States certified or registered mail, return receipt requested; (c) nationally recognized overnight courier service; or (d) email, provided that a copy of any notice sent by email is sent on the same business day by another means allowed under this Section 18. All such notices shall be deemed given on the earlier of actual delivery or refusal of a Party to accept delivery thereof; provided, however, that notices sent by email shall be deemed given on the business day transmitted if sent by 5:00 p.m. Pacific Time (as shown on the sending Party's email transmission) in accordance with subclause (d) and otherwise, on the next business day. Notices may be sent by counsel to a Party on behalf of such Party.

To Seller:                    Dan Johnson, Director  
                                     Clackamas County Department of Transportation and Development  
                                     150 Beaver Creek Rd.  
                                     Oregon City, OR 97045  
                                     Phone No. (971) 303-1578  
                                     [danjoh@clackamas.us](mailto: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](mailto:jmunns@clackamas.us)

To Buyer: Scott C. Kline, EFO  
Division Chief/Fire Marshal  
Hoodland Fire District #74  
69634 E. Highway 26  
Welches, OR 97067  
Phone No. (503) 622-3256  
[scottkline@hoodlandfire.gov](mailto:scottkline@hoodlandfire.gov)

Copy to: Carolyn Connelly, Attorney  
Office of Buyer Attorney  
Local Government Law Group P.C.  
975 Oak Street, Suite 700  
Eugene, OR 97401  
Phone No. 541.485.5151  
Email: [chc@localgovtlaw.com](mailto:chc@localgovtlaw.com)

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. Miscellaneous.**

21.1. 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.

21.2. 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.

21.3. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing and will not merge into the Deed.

21.4. 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.

21.5. Representation. This Agreement was prepared by Seller. Buyer represents that Buyer had an opportunity to consult with its own legal counsel prior to executing this Agreement. Buyer 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.

21.6. 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.

21.7. 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.

21.8. 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.

21.9. 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.

21.10. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

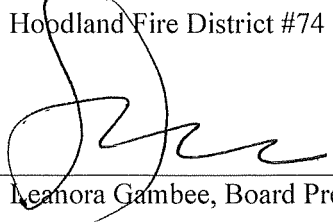
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT

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.

Signatures on Next Page.

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

BUYER:  
Hoodland Fire District #74



By: Leonora Gambee, Board President

Date: 3-12-2026

SELLER:  
Clackamas County Board of County  
Commissioners

By: Craig Roberts, Chair

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

EXHIBIT "A"  
LEGAL DESCRIPTION  
Tax Lot 3600

LOTS 1 THROUGH 4 BLOCK 9 AND PORTION OF VACATED ROADS ALDER DRIVE, SYLVAN OR (SYLVAN) WAY AND HEMLOCK DRIVE ALL WITHIN "CEDARFIR PARK" PLAT No. 517 PLAT RECORDS IN CLACKAMAS COUNTY RECORDERS OFFICE, LYING IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, STATE OF OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT BEING A 5/8" IRON ROD YELLOW PLASTIC CAP "CLACKAMAS CO. SURVEYOR" AT THE NORTHEAST CORNER OF PARCEL 1 OF PARTITION PLAT 2012-007, RECORDED IN THE CLACKAMAS COUNTY RECORDERS OFFICE; THENCE NORTH 89°32'23" WEST, A DISTANCE OF 112.16 FEET TO THE CENTERLINE OF VACATED "SYLVAN WAY" OF "CEDARFIR PARK" PLAT No. 517 IN DEED BOOK 691, PAGE 304, RECORDED IN THE CLACKAMAS COUNTY RECORDERS OFFICE; THENCE NORTH 11°49'21" EAST ALONG SAID CENTERLINE OF VACATED SYLVAN WAY, A DISTANCE OF 397.15 FEET TO THE CENTERLINE OF VACATED "ALDER DRIVE" PER BOOK 691, PAGE 304; THENCE SOUTH 77°45'38" EAST, ALONG SAID VACATED CENTERLINE, A DISTANCE OF 325.28 FEET; THENCE SOUTH 12°39'43" WEST, ALONG THE EAST LINE OF LOT 4 OF SAID PLAT No. 517, A DISTANCE OF 330.43 FEET TO THE SOUTH LINE OF BOUNDARY LINE AGREEMENT RECORDED IN DOCUMENT No. 2004-60375 AND NORTH LINE OF PARTITION PLAT 2012-007; THENCE NORTH 89°32'23" WEST, ALONG SAID NORTH LINE OF PARTITION PLAT 2012-007, A DISTANCE OF 214.68 FEET TO THE INITIAL POINT.

CONTAINING 2.7 ACRES MORE OR LESS.

BASIS OF BEARING IS THE NORTH LINE OF PARTITION PLAT 2012-007 BEING NORTH  
89°32'23" WEST

EXHIBIT "A"  
LEGAL DESCRIPTION  
Tax Lot 3300

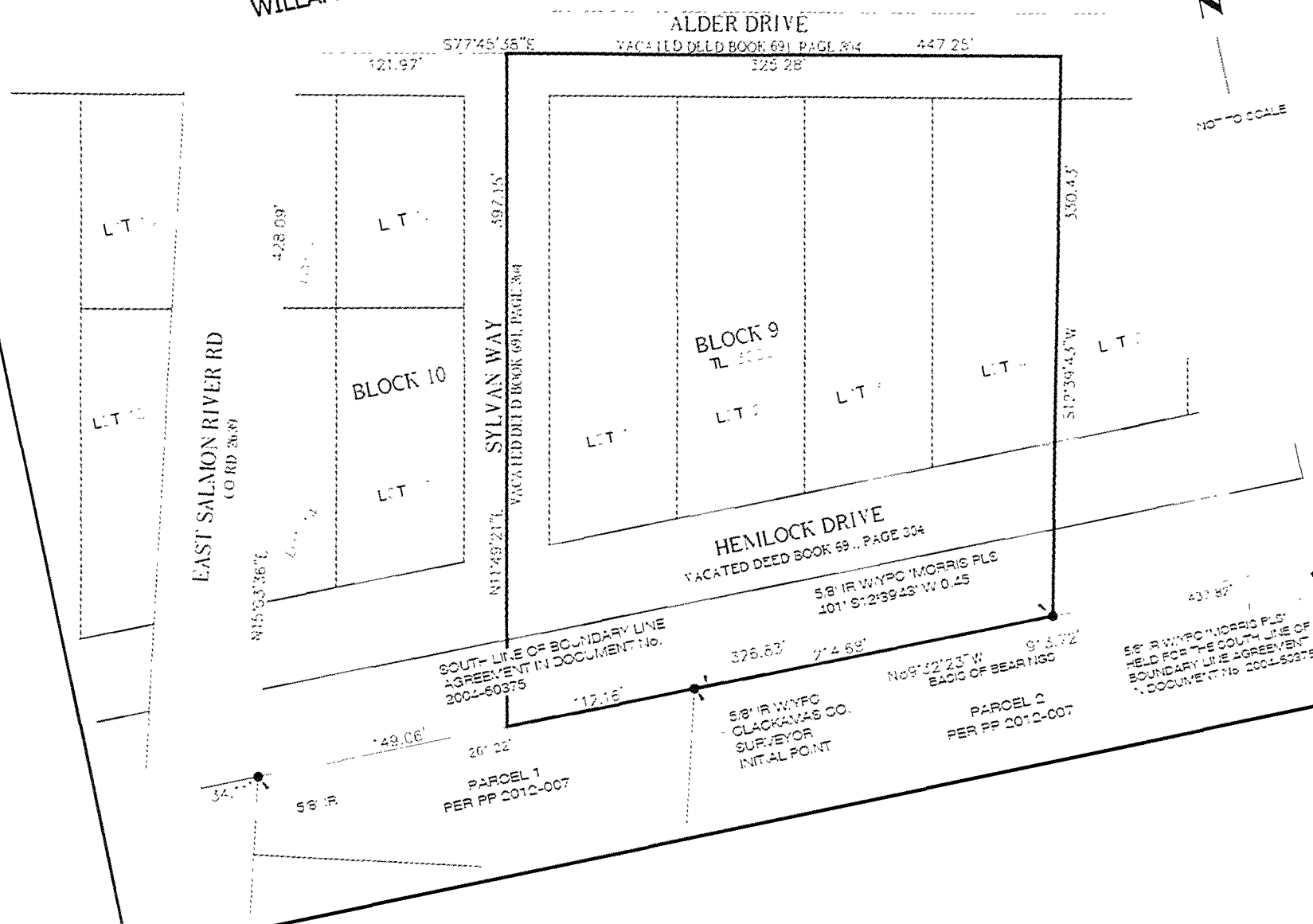
LOTS 12 AND 13 AND PORTIONS OF LOTS 11 AND 14 LYING EAST OF EAST SALMON ROAD (COUNTY ROAD 2656) BLOCK 10 AND PORTION OF VACATED ROADS ALDER DRIVE, SYLYAN OR (SYLVAN) WAY AND HEMLOCK DRIVE ALL WITHIN "CEDARFIR PARK" PLAT No. 517 PLAT RECORDS IN CLACKAMAS COUNTY RECORDERS OFFICE, LYING IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, STATE OF OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT BEING A 5/8" IRON ROD AT THE NORTHWEST CORNER OF PARCEL 1 OF PARTITION PLAT 2012-007, RECORDED IN THE CLACKAMAS COUNTY RECORDERS OFFICE ALSO ON THE EASTERLY RIGHT OF WAY LINE OF EAST SALMON RIVER ROAD COUNTY ROAD NUMBER 2639; THENCE NORTH 15°03'36" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 428.09 FEET TO THE CENTERLINE OF VACATED "ALDER DRIVE" OF "CEDARFIR PARK" PLAT No. 517 AND VACATED IN DEED BOOK 691, PAGE 304, BOTH RECORDED IN THE CLACKAMAS COUNTY RECORDERS OFFICE; THENCE SOUTH 77°45'38" EAST ALONG SAID CENTERLINE OF VACATED ALDER DRIVE, A DISTANCE OF 121.97 FEET TO THE CENTERLINE OF VACATED SYLVAN WAY PER DEED BOOK 691, PAGE 304; THENCE SOUTH 11°49'21" WEST, ALONG SAID VACATED CENTERLINE OF SYLVAN WAY, A DISTANCE OF 397.15 FEET TO THE SOUTH LINE OF BOUNDARY LINE AGREEMENT RECORDED IN DOCUMENT No. 2004-60375 AND NORTH LINE OF PARTITION PLAT 2012-007; THENCE NORTH 89°32'23" WEST, ALONG SAID NORTH LINE OF PARTITION PLAT 2012-007, A DISTANCE OF 261.22 FEET TO THE INITIAL POINT.

CONTAINING 1.3 ACRES, 55,095 SQUARE FEET MORE OR LESS.

BASIS OF BEARING IS THE NORTH LINE OF PARTITION PLAT 2012-007 BEING NORTH 89°32'23" WEST

EXHIBIT "B"  
 LYING IN THE NORTHEAST QUARTER (NE1/4)  
 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 7 EAST  
 WILLAMETTE MERIDIAN, CLACKAMAS COUNTY OREGON



**EXHIBIT "B"**  
 LYING IN THE NORTHEAST QUARTER (NE1/4)  
 OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 7 EAST  
 WILLAMETTE MERIDIAN, CLACKAMAS COUNTY OREGON

