



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 22, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as the Development Agency Board
Clackamas County

Approval of an Owner Participation and Development Agreement with Green Light for funding of public infrastructure improvements and the development of a new park located on SE Monroe Street. Agreement Value is \$725,000 for 5 years. Funding is through Development Agency Urban Renewal Funds. No County General Funds are involved.

Previous Board Action/Review	March 11, 2025 – BCC Executive Session April 24, 2025 – Approval of an IGA between Development Agency and NCPRD April 24, 2025 – Approval of Purchase Agreement between NCPRD and Green Light LLC		
Performance Clackamas	2. Grow a vibrant economy 3. Build a strong infrastructure 4. Ensure safe, healthy and secure communities		
Counsel Review	Yes, CH- 4/28/25	Procurement Review	No
Contact Person	Ken Itel	Contact Phone	503-742-4324

EXECUTIVE SUMMARY: The Clackamas County Development Agency (Agency) is entering into an agreement with Green Light LLC to provide funding of public street improvements and utility upgrades to support the development of an approximately 125-unit townhouse development along SE Monroe Street in the North Clackamas Revitalization Area (NCRA) urban renewal district. The townhouse development has received land use approval for the former Koida nursery property, which has remained undeveloped since the closure of the nursery approximately four years ago. This development agreement is linked to a purchase agreement for the North Clackamas Parks and Recreation District (NCPRD) to acquire a parcel located at the intersection of SE 70th Avenue and SE Monroe Street from Green Light LLC to develop as a future park. An intergovernmental agreement between NCPRD and the Agency whereby the Agency will provide funds for acquisition of the park parcel, planning and development of the first phase of the future park. Both the purchase agreement and IGA were approved by the Board on April 24, 2025.

Funding infrastructure development to support housing meets important goals of the NCRA urban renewal plan and Design Plan. The Design Plan was created by a

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committee of residents and other stakeholders within the NCRA during creation of the urban renewal district.

The NCRA Design Plan recommends using program funds to acquire and develop parks and open spaces that are accessible and provide meaningful recreation opportunities to Plan area residents and also recommends using program funds to assist private developers to build new housing or renovate existing housing in the program area. Program funds may assist with reducing the cost of land for housing development, reducing pre-development costs, gap financing for developers to make housing development feasible and construction of utilities and other off-site improvements to improve the feasibility of housing development.

The development and redevelopment of housing and commercial property is also a significant goal of the NCRA Plan. Purchase of the park parcel and contribution to infrastructure improvements will promote the redevelopment of a former commercial nursery site with approximately 125 units of new housing in the district and result in street, curb, sidewalk and public utility improvements, which are also goals of the NCRA plan.

Coordination and integration with the current Agency project on SE Monroe Street, which is constructing utility upgrades, and bicycle and pedestrian improvements, will also be enhanced. Installation of certain utility improvements within the SE Monroe right-of-way is time sensitive and will be performed by the Agency's contractor to avoid disruption of the current project schedule and eliminate the need for excavation and additional construction within the new roadway section. The work by the Agency contractor accounts for approximately \$171,500 of the \$725,000 in infrastructure funding. Green Light LLC will receive the approximately \$553,500 in remaining funds via an initial payment of \$150,000 after transfer of the park parcel to NCPRD, and the balance being reimbursed as infrastructure improvements are completed.

RECOMMENDATION: Staff respectfully recommends approval of an Owner Participation and Development Agreement between the Clackamas County Development Agency and Green Light LLC to provide \$725,000 in Agency funding for public infrastructure improvements in the vicinity of SE Monroe Street.

ATTACHMENTS:

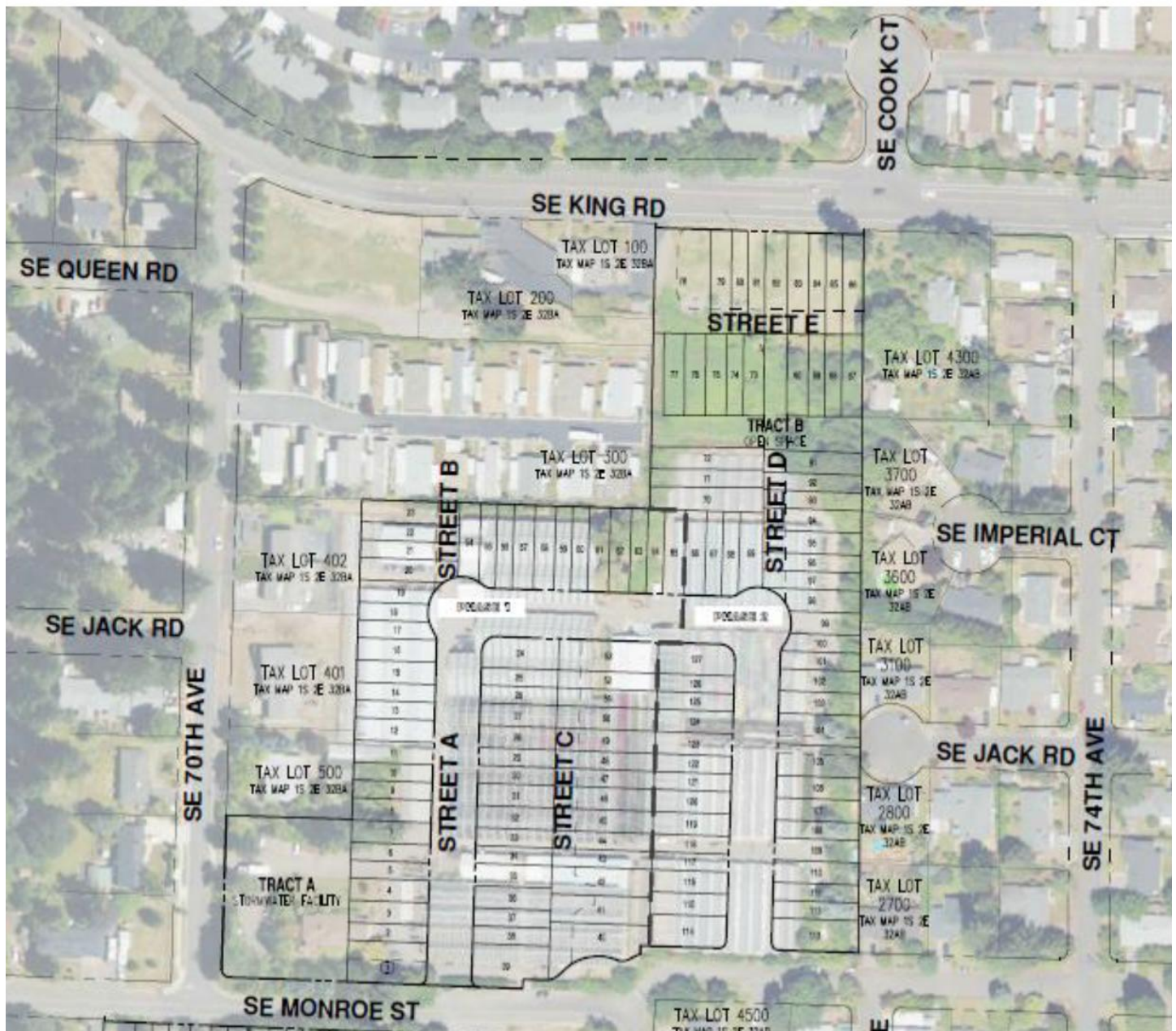
1. Property Map
2. Agreement

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

Project Housing Site





**AGREEMENT FOR THE REDEVELOPMENT OF LAND
IN THE NORTH CLACKAMAS REVITALIZATION AREA**

OWNER PARTICIPATION AND DEVELOPMENT AGREEMENT

This Agreement is entered into this ____ day of May 2025 by and between the **Clackamas County Development Agency**, hereinafter referred to as the “Agency,” and **Green Light LLC**, an Oregon limited liability company, hereinafter referred to as the “Owner-Participant,” both herein referred to individually or collectively as “Party” or “Parties.”

RECITALS

A. The Agency is a corporate body politic of the State of Oregon and the duly designated urban renewal agency of Clackamas County, Oregon (“Clackamas County”), exercising governmental functions and powers and organized and existing under ORS chapter 457. As used in this Agreement, the term “Agency” includes the Clackamas County Development Agency and any assignee of, or a successor to, its rights, powers, duties, and responsibilities.

B. As used in this Agreement, the term “Owner-Participant” includes the Owner-Participant and any permitted assignee of, or successor to, its rights, powers, duties, and responsibilities.

C. To meet its responsibilities under ORS chapter 457, the Agency is undertaking to carry out the North Clackamas Revitalization Area Plan (the “Plan”) to remedy blighted areas in Clackamas County.

D. The Plan was approved, adopted, and enacted on May 25, 2006, by Order No. 2006-181, Order No. 2006-182, and Ordinance No. 01-2006, and amended on July 3, 2008, by Order No. 2008-107. A copy of the Plan is on file with the Clackamas County Department of Transportation and Development. The Agency represents and warrants that the Plan, as it presently exists, is in full force and effect and that this Agreement and the obligations of the Agency as set forth in this Agreement are in accordance with the Plan.

E. The Agency is carrying out the Plan pursuant to ORS chapter 457. Goals of the Plan include attracting a stable base of residents who remain in the area over time, encouraging the development of a mix of affordable housing types, developing parks and open space, improving public infrastructure, promoting an improved neighborhood image, and improving the economic health and vitality of the North Clackamas Revitalization Area.

F. The Owner-Participant is an entity organized for the purpose of developing and constructing single- and multi-family housing and is the owner of certain real property located within the redevelopment area identified in the Plan (the “Site”). The Owner-Participant has the ability to construct public infrastructure improvements for a 124-unit housing project on the Site known as “Monroe Park” (the “Project”), consistent with the guidelines and goals of the Plan. The Project is described in Exhibit “A,” attached hereto and incorporated herein by this reference. The Site is shown on Exhibit “B,” attached hereto and incorporated herein by this reference.

G. The Owner-Participant has requested that the Agency become involved in the Project by contributing financing toward the construction of the public infrastructure improvements. In exchange for contributing financial subsidies, the Owner-Participant is willing to construct the public infrastructure improvements and to ensure that the housing units are developed, constructed, and marketed in accordance with the terms and conditions of this Agreement, the Plan, and applicable law.

H. The Agency is willing to provide funds to the Owner-Participant to assist in the development of the Project in conformity with this Agreement, the Plan, and applicable law. The funding provided by the Agency to the Owner-Participant is subject to the conditions provided in this Agreement.

I. The Parties intend by this Agreement to memorialize their understandings and agreements.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

Section 1: Completion and Maintenance of Project

A. The Owner-Participant shall ensure that the Project is developed and constructed substantially as described in Exhibit "A." The Owner-Participant shall submit to the Agency the site plans submitted with the Subdivision application in File No. Z0489-23-SL (as approved, the "Subdivision Approval"), with any development permit application package, and with any subsequent requests for modification of the same (the "Design Drawings") to the Agency for review prior to the start of construction. The Design Drawings may be changed in some respects in the course of finalizing them and obtaining permits. However, the Design Drawings shall remain generally consistent with the description in Exhibit "A."

B. The Agency shall diligently, and in good faith, review each iteration of the Design Drawings to determine whether they are in substantial conformance with the description in Exhibit "A" and shall issue its decision within seven (7) days of its receipt of same. Failure by the Agency to notify the Owner-Participant within such period of time shall be deemed approval by the Agency. The Agency agrees that its approval shall not be unreasonably withheld, conditioned, or delayed and that the Agency shall have no basis to withhold approval if the Design Drawings substantially conform to the description in Exhibit "A." If the Agency does not approve the updated Design Drawings, the Agency shall specify, in writing, its specific objections to the same. Approval of any Design Drawings by the Agency relates solely to the terms of this Agreement and in no way affects other governmental approvals or permits that may be required for the Project and shall not be deemed approval by any other Clackamas County agency or department.

C. The Design Drawings and such other plans and documents as may be required for the Project shall be submitted to the appropriate governmental bodies as required by applicable codes, regulations, and other laws related to the construction of the Project. The Project is and will be in full compliance with the requirements of the Plan, the Clackamas County Zoning and Development Ordinance, all applicable laws, and the terms and conditions of this Agreement. During the term of this Agreement, the Agency will cooperate with the Owner-Participant in its

efforts to ensure development of the Project, including the review, approval, execution, and/or delivery of documents in a timely manner to allow the Owner-Participant to submit documents to governmental bodies in accordance with this Section 1.

D. Before the construction or development of any buildings, structures, or other works or improvements in connection with the Project commences, the Owner-Participant, at its own expense, shall ensure that any and all land use and other permits which may be required by Clackamas County or any other governmental agency having jurisdiction over construction and development of the Project have been secured.

E. Subject to the satisfaction or waiver of the conditions precedent set forth in Subsection 1.H, the Owner-Participant shall ensure that construction of the Project commences within three hundred sixty-five (365) days of the issuance of construction permits or prior to the expiration of the Subdivision Approval, whichever is earlier. If a modification of the Subdivision Approval is approved, the date by which construction must begin shall be extended by one hundred eighty (180) days. The Owner-Participant shall ensure that the Project is substantially completed within five (5) years of the date of this Agreement or within three (3) years of the commencement of construction, whichever occurs first.

F. If, despite the Owner-Participant's commercially reasonable efforts, market conditions prevent the Owner-Participant from satisfying the conditions precedent (and if the Agency is unwilling to waive the same), ensuring that construction commences by the date specified in Subsection 1.E, or ensuring that construction is substantially completed by the date specified in Subsection 1.E, the Owner-Participant shall have the right to request a one-time extension of that date by a period of three hundred sixty-five (365) days by delivering a written notice requesting the extension to the Agency. This notice shall describe in reasonable detail the conditions that the Owner-Participant has not satisfied and provide an explanation for the Owner-Participant's failure to do so. Approval of the requested extension shall also be contingent on the Owner-Participant receiving approval of time extensions and/or modifications to any permits or land use approvals for the Project, as required by applicable law.

G. As used in this Agreement, the terms "commercially reasonable effort," "market conditions," and "substantially complete" shall have the meanings described below.

"Commercially reasonable effort" means a good faith attempt, utilizing usual and customary resources, to ensure the production of a financially viable real estate development that is economically feasible and provides housing ownership opportunities to the community, provided that under no circumstances shall it require the commencement of litigation, the payment of any unreasonable fee or above market interest rate, or the granting of any unreasonable concession.

"Market conditions" means general market forces, including equity and debt markets, affecting a developer operating in good faith with usual and customary resources and with the goal of ensuring the production a financially viable real estate development that is economically feasible and provides housing ownership opportunities to the community.

“Substantially complete” means construction of the Project in accordance with the Design Drawings except for punch list items which do not substantially prevent the use of the Project for the purposes intended under this Agreement.

H. The following shall constitute conditions precedent to the Owner-Participant’s obligation to ensure that construction of the Project commences:

1. The Owner-Participant ensuring that all necessary permits, approvals, and entitlements required for the construction and operation of the Project have been obtained from Clackamas County and any other governmental body having jurisdiction;

2. The Owner-Participant being able to obtain construction financing in an amount and on terms acceptable to the Owner-Participant; and

3. The Owner-Participant closing the sale of its property at the southwest quadrant of SE 72nd Avenue and SE Monroe Street (Tax Lot 12E32BA04900 or the “Park Parcel”), as shown on Exhibit “C,” to the North Clackamas Parks and Recreation District (NCPRD).

I. If required by the conditions of the Subdivision Approval, the Owner-Participant shall ensure the formation of a homeowners association for ownership of, improving, operating, and maintaining common areas and facilities, including, but not limited to, open space, private roads, access drives, parking, and landscaping, all in accordance with the Subdivision Approval.

Section 2: Financing

A. In consideration of the obligations undertaken by the Owner-Participant pursuant to this Agreement, the Agency shall provide funds to the Owner-Participant in the amount of \$553,459.40 (the “Agency Funds”) to be used to pay the costs of constructing public street, storm water, sanitary sewer, or water system improvements within the right-of-way of “Street A,” as shown on Exhibit “D” (the “Owner-Participant Infrastructure Improvements”). The amount of the Agency Funds may be adjusted based on the amount of the Direct Subsidy in Subsection 2.B, such that the total amount of the Agency Funds and the Direct Subsidy combined shall be \$725,000. Any other adjustment of the amount of the Agency Funds shall be by written agreement of the Parties, based upon the availability of funds and the Project needs, but in no event shall the total amount of Agency Funds and the Direct Subsidy contributed to the Project exceed \$749,999 in the aggregate.

B. In consideration of the obligations undertaken by the Owner-Participant pursuant to this Agreement, the Agency shall construct frontage improvements on SE Monroe Street, as specified in the conditions of the Subdivision Approval and as depicted on Exhibit “E” (the “Agency Infrastructure Improvements”), as part of its SE Monroe Street Improvements Project. The estimated value of the Agency Infrastructure Improvements (the “Direct Subsidy”) is \$171,540.60 and, when combined with the Agency Funds, shall not exceed \$725,000, except as provided in Subsection 2.A.

C. In the event the Agency Funds are not used for the purpose expressly provided in Subsection 2.A, or where the Owner-Participant has defaulted under this Agreement, the Agency may require the Owner-Participant to repay all or part of the Agency Funds, as provided in Subsection 3.E.

D. The Owner-Participant anticipates that additional funds necessary to complete the Project will be available from sources other than the Agency. The Owner-Participant represents and warrants that it will diligently pursue the funding sources required for the timely development of the Project.

Section 3: Disbursement of Funds; Security for Performance

A. The Plan specifically authorizes the Agency to make funds available to finance the development and construction of projects located in the North Clackamas Revitalization Area. The Agency proposes to provide the Direct Subsidy to the Owner-Participant using available funds as authorized by ORS chapter 457.

B. Within 60 days of the Effective Date of this Agreement, or July 15, 2025, whichever is later, the Agency shall transfer an initial payment of \$150,000 of the Agency Funds to the Owner-Participant. Thereafter, the Agency shall reimburse the Owner-Participant on a monthly basis for costs incurred per the monthly accounting summaries under Subsection 3.C to the maximum amount described in Subsection 2.A.

1. Transfer of the Agency Funds is contingent upon the Owner-Participant closing the sale of the Park Parcel to NCPRD. If the closing of this sale extends past July 15, 2025, then transfer of the Agency Funds shall occur within 30 days of the closing date.

C. The Owner-Participant shall submit monthly accounting summaries of the costs incurred and payments made that are directly related to the Owner-Participant Infrastructure Improvements.

D. In no event shall the Agency be obligated to disburse any funds pursuant to this Agreement if, at the time of such requested disbursement, the Owner-Participant is then in default under this Agreement or any other material agreement entered into with respect to the Project.

E. If the Owner-Participant violates any of the terms of Section 4, the Agency shall be entitled to recover all or part of the Agency Funds or Direct Subsidy from the Owner-Participant or its successors or assigns.

1. If the Agency is required to begin construction on the Agency Infrastructure Improvements prior to the Owner-Participant closing the sale of the Park Parcel to NCPRD, then the Agency shall be entitled, but not required, to recover all or part of the Direct Subsidy from the Owner-Participant in the event the sale of the Park Parcel to NCPRD does not occur.

Section 4: Termination

A. So long as there is no outstanding event of default, and subject to Subsection 1.F, this Agreement shall terminate five (5) years from the date of its execution or two (2) years from the date of substantial completion of the Project, whichever is earlier.

B. If any of the events listed below occur, the Agency may terminate this Agreement and any rights of the Owner-Participant hereunder:

1. The Owner-Participant or its successors assign or attempt to assign this Agreement or any rights therein without the written permission of the Agency, other than to an entity the day-to-day management of which is controlled by the Owner-Participant through ownership, voting rights, or contractual management rights;

2. There is a change in the ownership of the Site, other than to an entity the day-to-day management of which is controlled by the Owner-Participant through ownership, voting rights, or contractual management rights;

3. The Owner-Participant does not ensure that building permits for the Project are consistent with the Design Drawings, as required by this Agreement, or obtained in the manner and by the dates necessary to commence and complete construction as provided in this Agreement;

4. The Owner-Participant does not make a commercially reasonable effort to obtain the financing or other financial capacity to construct the Owner-Participant Infrastructure Improvements;

5. The Owner-Participant fails to either:

a. Make a commercially reasonable effort to ensure that construction of the Project commences as required by this Agreement; or

b. Ensure that construction recommences following the Agency's reasonable determination that construction has been abandoned or suspended for more than twelve (12) consecutive months.

6. Otherwise materially fails to ensure that the schedule in Section 1, as may be extended due to market conditions, is met; or

7. Otherwise defaults under this Agreement in any material respect, where such default is not cured or where efforts are not undertaken to cure such default within the applicable time frame set forth in this Agreement.

C. The Agency shall give the Owner-Participant written notice of default and thirty (30) days to cure the default prior to the Agency's termination of this Agreement; provided, however, that if such default is not capable of being cured within thirty (30) days, then the Owner-Participant shall not be in default of the Agreement if the Owner-Participant commences such cure within said 30-day period and diligently pursues such cure to completion.

Section 5: Indemnification; Bodily Injury and Property Damage Insurance

A. Throughout the term of this Agreement, the Owner-Participant shall indemnify and hold the Agency, Clackamas County, and their officers, agents, and employees harmless from damage to any property; injury to or the death of any person or persons, including the Agency's or Clackamas County's officers, agents, or employees; and any claims, demands, or workers' compensation claims, resulting from the negligent acts or omissions or willful misconduct of the Owner-Participant or its officers, agents, employees, contractors, or subcontractors, except for any such damage or injury resulting from the negligent acts or omissions or willful misconduct of the

Agency, Clackamas County, or their officers, agents, or employees. The Agency and Clackamas County shall provide prompt notice to the Owner-Participant of any claim to be asserted against the Owner-Participant under this indemnification provision.

B. The Owner-Participant shall obtain at its sole cost a policy or policies of liability insurance or a certificate of such insurance reasonably satisfactory to the legal counsel for the Agency, naming the Agency, Clackamas County, and their officers, agents, and employees as additional insureds. The policy or policies shall provide coverage against liability for any and all claims and suits for property damage or bodily injury arising out of the operations of the Owner-Participant and its officers, agents, employees, contractors, and subcontractors under this Agreement. The policy or policies shall be maintained throughout the term of this Agreement. The policy, policies, or certificate shall be furnished by the Owner-Participant to the Agency prior to the disbursement of the Agency Funds, and a renewal or replacement policy, policies, or certificate shall be furnished at least thirty (30) days prior to the expiration of the policy or policies.

1. The policy or policies shall provide coverage on a current basis for both bodily injury and property damage of not less than \$1,000,000 (one million dollars) per occurrence and \$3,000,000 (three million dollars) general aggregate, or the amount of liability that may be imposed by law on the Agency and Clackamas County, and with a deductible not in excess of \$25,000 per occurrence. Such insurance shall cover all risks arising out of the Owner-Participant's activities under this Agreement.

2. The policy or policies shall contain a statement of obligation on the part of the insurance carrier to notify the Agency and Clackamas County of any cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such cancellation or termination. The Owner-Participant shall notify the Agency and Clackamas County of any material change in the coverage at least thirty (30) days in advance of the effective date of any such material change.

3. The coverage shall be primary insurance and not contributing with any insurance maintained by the Agency or Clackamas County, and the policy or policies shall contain such endorsement. The policy, policies, or certificate shall contain a waiver of subrogation for the benefit of the Agency and Clackamas County.

4. The Owner-Participant shall give the Agency and Clackamas County prompt and timely notice of any claim or suit arising out of the Owner-Participant's operations under this Agreement.

C. The Owner-Participant shall acquire and maintain, or cause to be acquired and maintained, builder's risk insurance for improvements related to the Project, naming the Agency and Clackamas County as insureds, and provide evidence of such insurance to the Agency prior to the commencement of construction.

Section 6: Nonliability of Officials and Employees

No official or employee of the Agency or Clackamas County shall be personally liable to the Owner-Participant for any obligation under the terms of this Agreement.

Section 7: Nonwaiver of Government Rights

This Agreement is in no way intended to limit, restrict, or modify the rights of Clackamas County or any other governmental agency to exercise ordinary police powers over the Project, including requiring higher or different standards other than those provided for in the Plan or this Agreement, or to limit, restrict, or modify powers granted to Clackamas County or any other governmental agency under applicable law.

Section 8: Rights of Owner-Participant

The development provided for in this Agreement is a private undertaking, and the Owner-Participant shall have full power over and exclusive control of the development, subject only to the limitations and obligations of the Owner-Participant under this Agreement.

Section 9: General Provisions

A. Prior Agreements: This instrument is the entire, final, and complete agreement of the Parties pertaining to the rights and obligations of the Parties with respect to the Project, and it supersedes and replaces all written or oral representations heretofore made or existing by and between the Parties or their representatives in connection therewith. Neither Party shall be bound by any promises, representations, or agreements except as are expressly set forth herein.

B. 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; or (c) nationally recognized overnight courier service. All such notices shall be deemed given on the earlier of actual delivery or refusal of a Party to accept delivery thereof. Notices may be sent by counsel to a Party on behalf of such Party.

To the Owner-Participant:	Green Light LLC Attn: Mark N.R. Desbrow 3462 NE Sandy Blvd. Portland, OR 97232
with a copy to:	Radler White Parks & Alexander LLP Attn: Dina Alexander 111 SW Columbia Street, Suite 700 Portland, OR 97201
To the Agency:	Clackamas County Development Agency Attn: Ken Itel or David Queener Development Services Building 150 Beaver Creek Road Oregon City, OR 97045

Or addressed in such other way with respect to either Party as that Party may from time-to-time designate in writing delivered as provided in this Subsection.

C. **Absence of Waiver:** Failure or delay by any Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies or deprive such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

D. **Time of Essence:** Time is of the essence under this Agreement. All obligations of the Parties to each other shall be due at the time specified by this Agreement, as may be extended by mutual agreement of the Parties in writing.

E. **Severability:** If any clause, sentence, or other portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

F. **No Partnership:** Nothing in this Agreement nor any acts of the Parties shall be deemed or construed by the Parties, or by any third party, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.

G. **Rights and Remedies are Cumulative:** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same default or any other default by the other Party.

H. **Merger:** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement but shall be deemed made pursuant to this Agreement.

I. **Institution of Legal and Equitable Actions; Venue:** In addition to their other rights or remedies, either Party may institute any legal or equitable action (including, without limitation, an action for specific performance) to cure, correct, or remedy any default, to recover any damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Circuit Court of the State of Oregon for the County of Clackamas, or in the United States District Court for the District of Oregon.

J. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.

K. **Attorney Fees and Costs:** In the event of suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the United States Bankruptcy Code, that is instituted to interpret or enforce any provision of this Agreement, including, without limitation, an action in which a declaration of rights is sought or an action for rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees

related to or with respect to proceedings in federal bankruptcy courts, including those related to issues unique to bankruptcy law.

L. Amendments: This Agreement may be amended, modified, or extended only by written instrument executed by both Parties.

M. Access: During the construction of the Project, and thereafter for the term of this Agreement, the Agency shall have the right, during regular business hours and upon reasonable prior notice to the Owner-Participant, to access the Site for the purpose of monitoring the construction progress and the subsequent use and maintenance of the Project.

N. Consents: Whenever consent or approval by the Agency is required under the terms of this Agreement, all such consents or approvals shall be received in writing from the Agency.

O. Further Assurances: The Parties shall acknowledge, execute, and deliver from time to time such further instruments as the requesting Party may reasonably require to accomplish the purposes of this Agreement.

P. No Third-Party Beneficiaries: While the Parties recognize that the benefits of urban renewal are intended to be broad and far reaching, the Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third-party beneficiaries to this Agreement.

Q. Binding Effect: Except as expressly set forth herein, the covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the Parties.

R. Execution and Counterparts: This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

S. Sign: At the discretion and upon the direction of the Agency, the Owner-Participant shall construct and maintain a sign at a visible point on the Site which identifies the Agency as providing Project financing. The location, content, and format of the sign shall be approved by the Agency prior to its display.

T. Succession and Assignment: The qualifications and identity of the Owner-Participant are of particular concern to the Agency and were essential to the Agency agreeing to participate in the development of the Project. No voluntary or involuntary successor-in-interest to the Owner-Participant shall acquire rights or powers under this Agreement, except as expressly set forth herein. This Agreement may not be assigned in whole or in part without the prior written consent of the Agency. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, the Agency shall not unreasonably withhold, condition, or delay consent of an assignment to another entity the day-to-day management of which is controlled by the Owner-Participant through ownership, voting rights, or contractual management rights.

U. **Calculation of Time:** All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Oregon.

V. **Headings; Interpretation of Agreement:** Titles of the Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Parties have had the opportunity to consult with an attorney regarding this Agreement, and the Parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the Party that drafted the ambiguous provision. In construing this Agreement: (a) singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require; (b) “shall” means mandatory and imperative; and (c) “including” means including without limitation.

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SIGNATURE PAGE FOLLOWS

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

“Agency”

Board of County Commissioners,
Acting as the Governing Body of the
Clackamas County Development Agency

By: _____
Craig Roberts
Chair

STATE OF OREGON)
) ss.
County of Clackamas)

This document was acknowledged before me on May ___, 2025, by Craig Roberts as Chair of the Clackamas County Development Agency.

NOTARY PUBLIC FOR OREGON

“Owner-Participant”

Green Light LLC,
an Oregon limited liability company

By: MLRL
Mark N.R. Desbrow
Manager

STATE OF OREGON)
) ss.
County of MULTNOMAH)

This document was acknowledged before me on May 06, 2025, by Mark N.R. Desbrow as Manager of Green Light LLC, an Oregon limited liability company.

[Signature]
NOTARY PUBLIC FOR OREGON



EXHIBIT A

Monroe Park Project Description

A. The Project

The Project is being developed by Green Light LLC, with financial assistance from the Clackamas County Development Agency, as outlined in the Owner Participation and Development Agreement to which this Exhibit A is attached (the “Agreement”). The Project involves subdividing existing land and installing horizontal infrastructure necessary to create finished lots ready for vertical development. The Project is generally located between SE Monroe Street to the south, SE King Road to the north, SE 70th Avenue to the west, and SE 73rd Avenue to the east. The Project includes: (a) construction of a public roadway loop through the site connecting to SE Monroe Street east of SE 70th Avenue and west of SE 73rd Avenue (“Street A” on Exhibit “D”); (b) construction of internal private roadways (“Street C” and “Street D” on Exhibit “D”); (c) demolition of existing structures; (d) mass grading; (e) extension of public storm water, sanitary sewer, water, electrical, and gas services through the site via the public and private streets; and (f) installation of street lighting. The Design Drawings (as defined in the Agreement) are incorporated into this Exhibit “A.”

B. Project Area

The approximately 9.8-acre project site is located in the North Clackamas Revitalization Area on the north side of SE Monroe Street and will be accessed via a newly constructed public loop road connecting with SE Monroe Street. The site is approximately one-quarter mile west of SE 82nd Avenue and is easily accessed from Interstate 205 to the east. The site is depicted on Exhibit “B.” An approximately 9.69-acre parcel on the south side of SE Monroe Street, between SE 70th Avenue and SE 72nd Avenue, is being conveyed to the North Clackamas Parks and Recreation District through a separate agreement, for future development as a public park facility. That parcel is depicted on Exhibit “C.”

C. Project Objective

The primary public objective of the Project is to create finished lots, which will encourage and expedite the development, construction, and marketing of an approximately 124-unit residential townhouse development consisting primarily of 3 bedroom, 2-1/2 bath units with an average size of approximately 1,650 square feet, to be constructed in two phases. The first phase of vertical construction will include approximately 68 housing units, most of the northern and western legs of “Street A,” “Street C,” “Street D,” and the public utilities within those street segments. The second phase will result in the construction of approximately 56 housing units, the eastern leg and remaining portion of the northern leg of “Street A,” and the public utilities within those segments of “Street A.” The vertical construction will create quality housing stock, and the Project will facilitate the acquisition and development of public park space in accordance with the goals of the North Clackamas Revitalization Area Plan. Secondary objectives include adding new assessed value within the Plan Area that will come with the vertical construction opportunity created by the Project.

EXHIBIT B

Project Housing Site

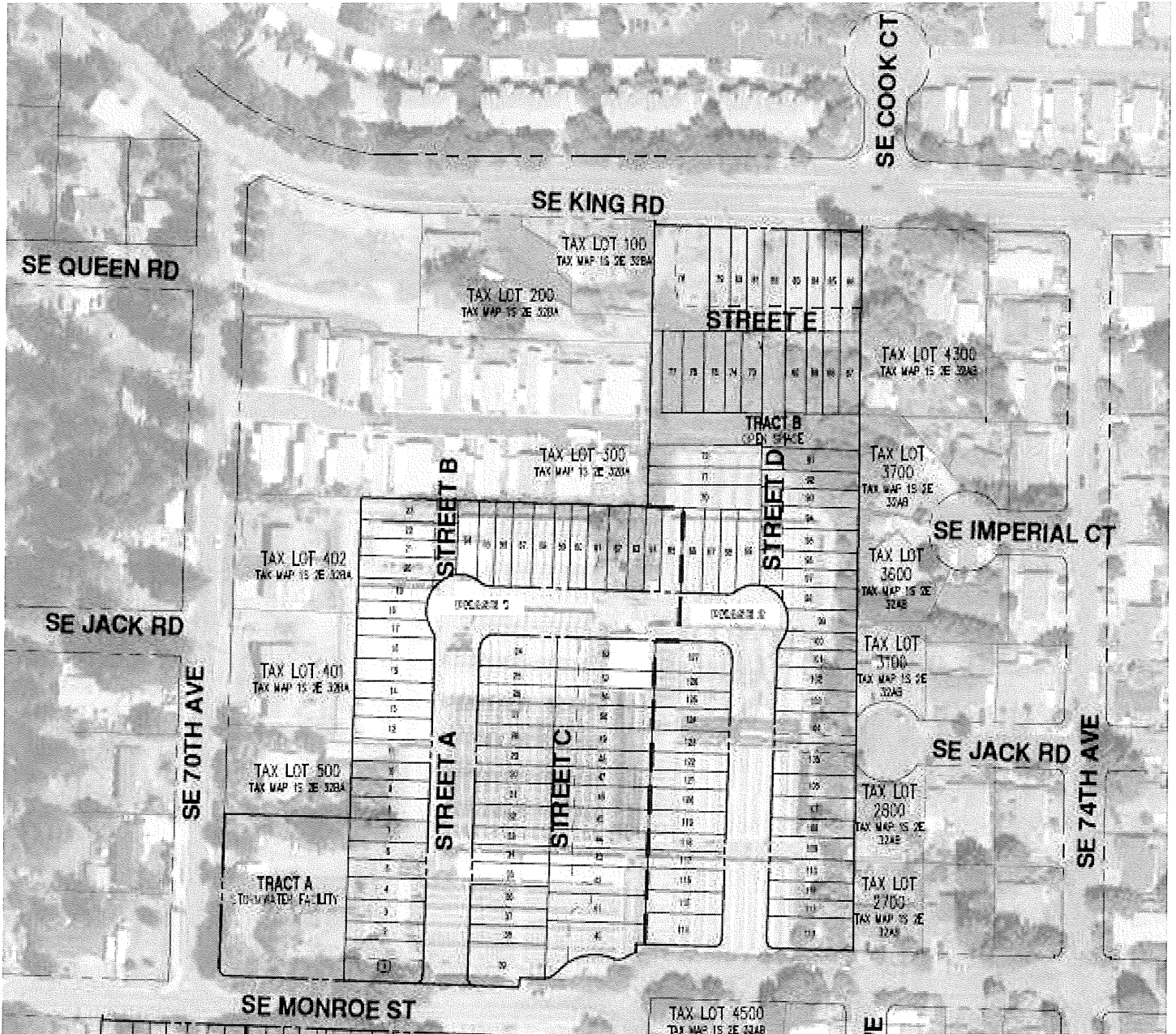


Exhibit C

NCPRD Park Parcel

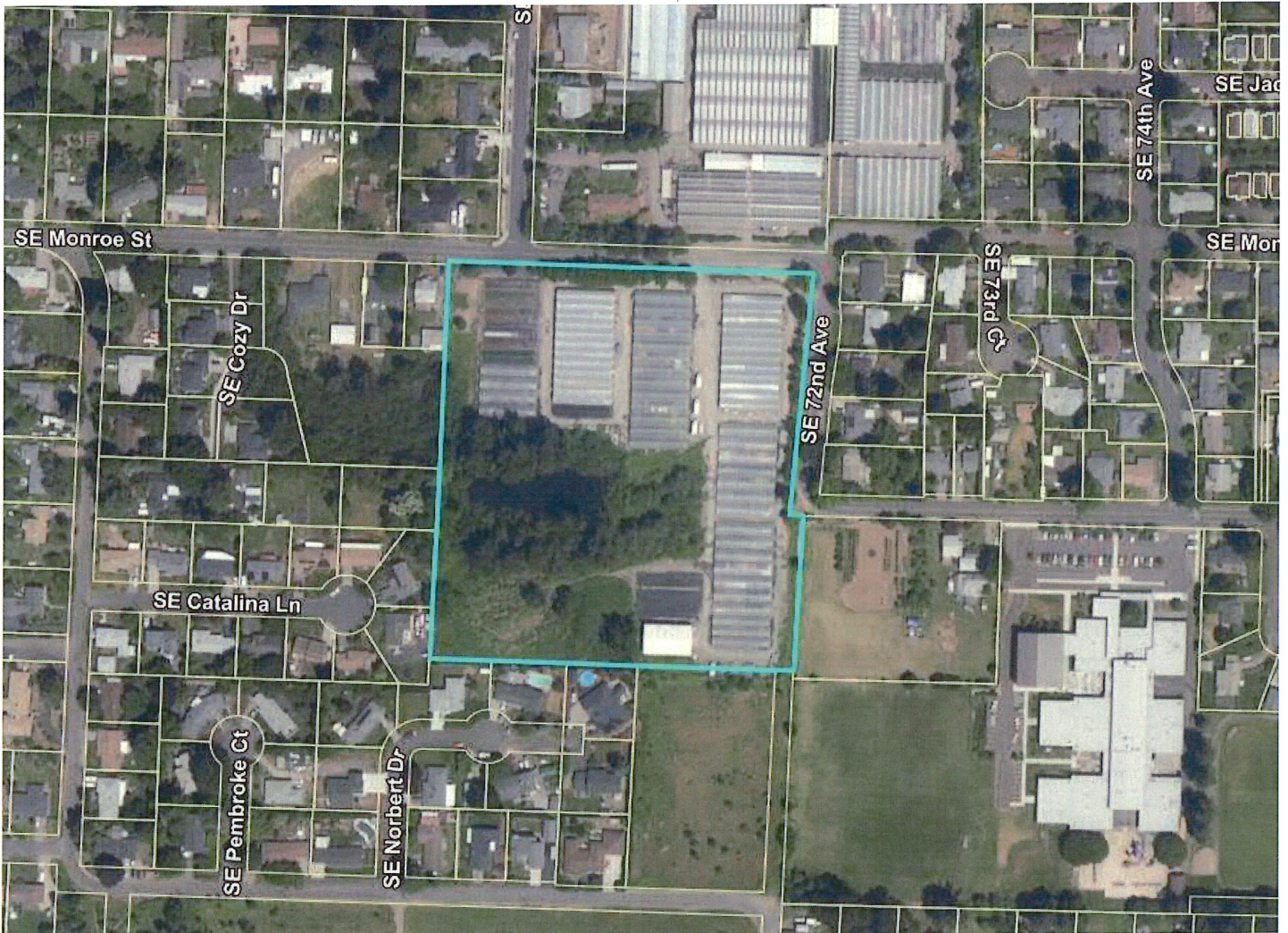
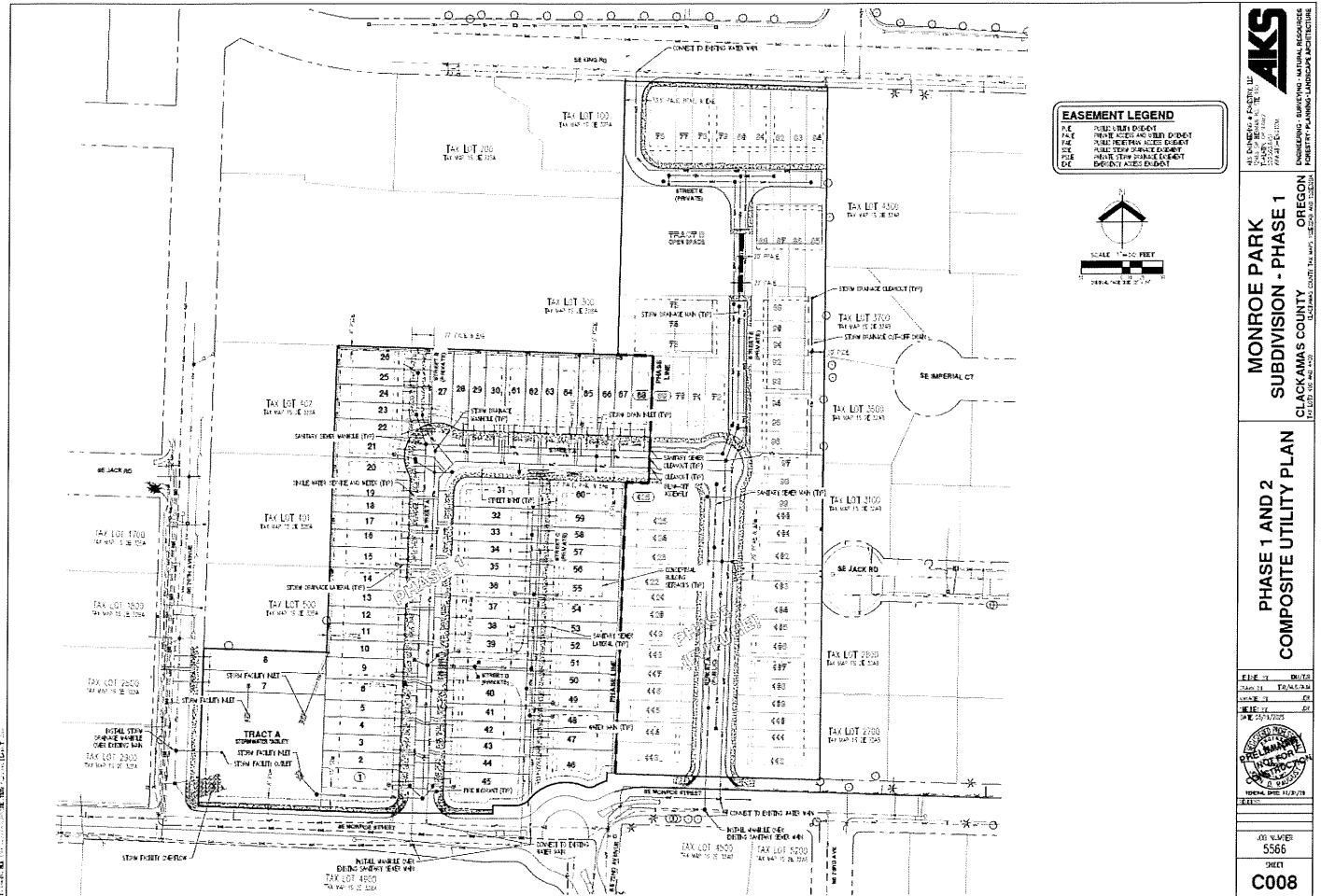
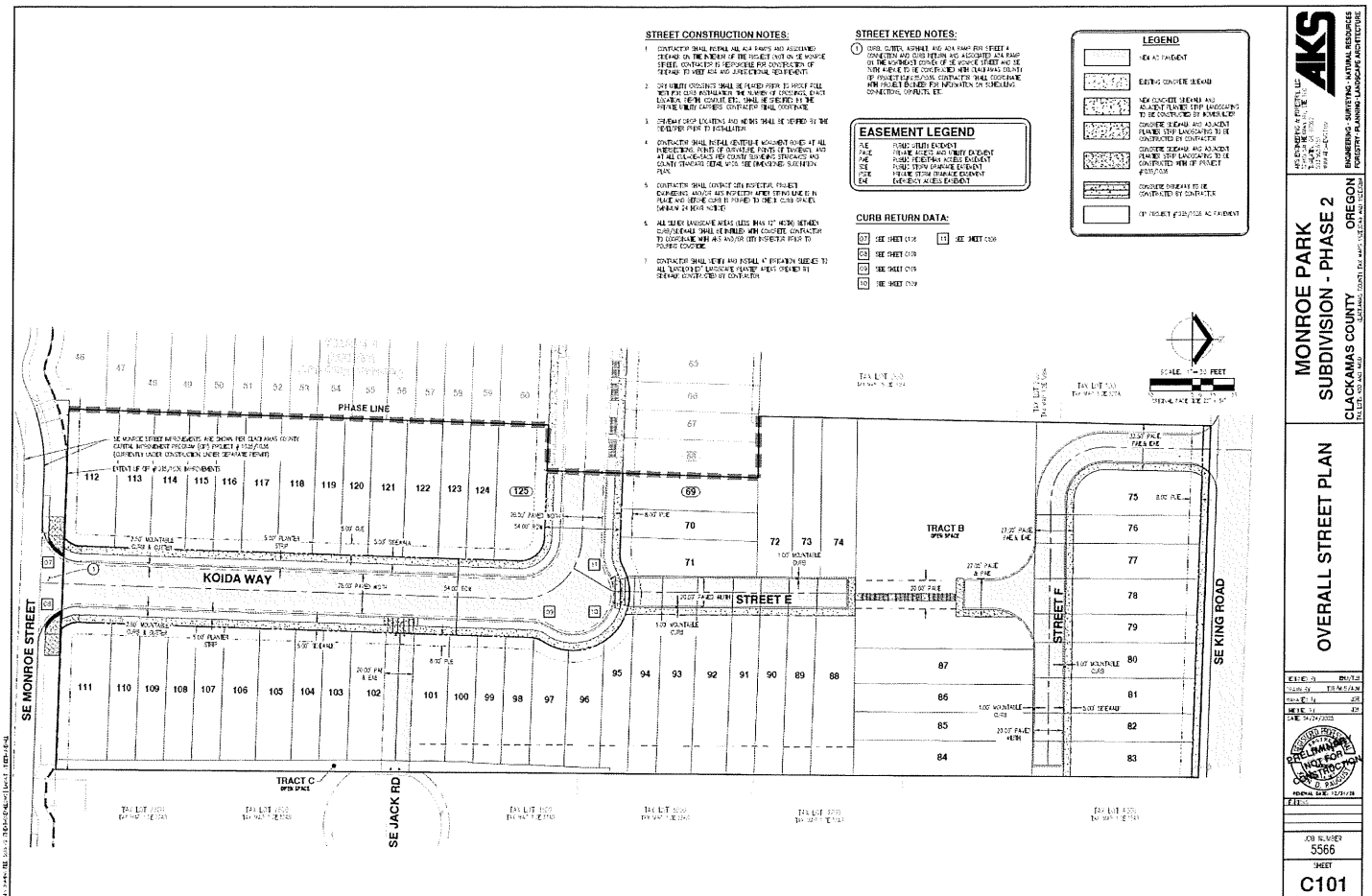


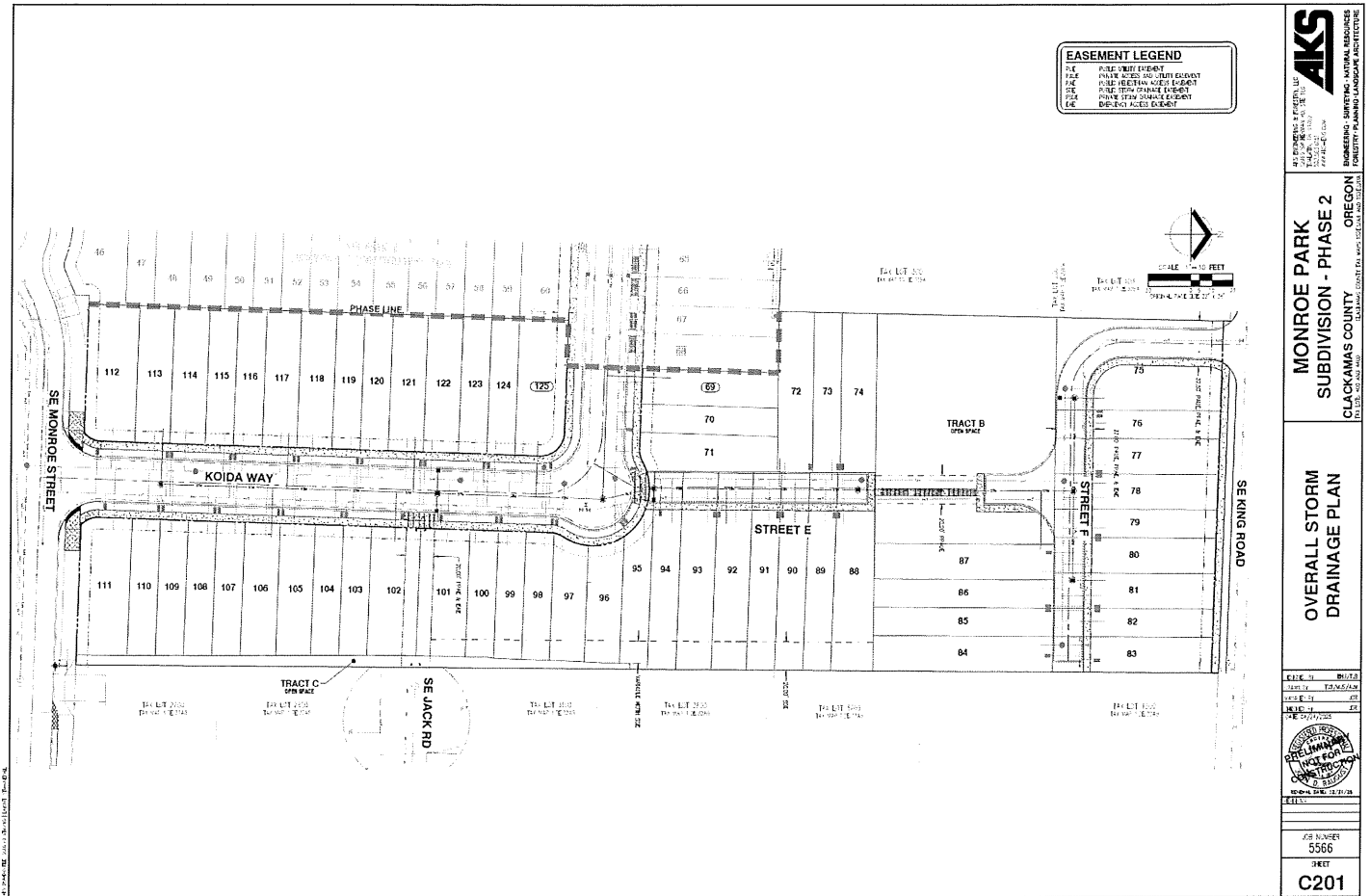
Exhibit D

Owner-Participant Infrastructure Improvements



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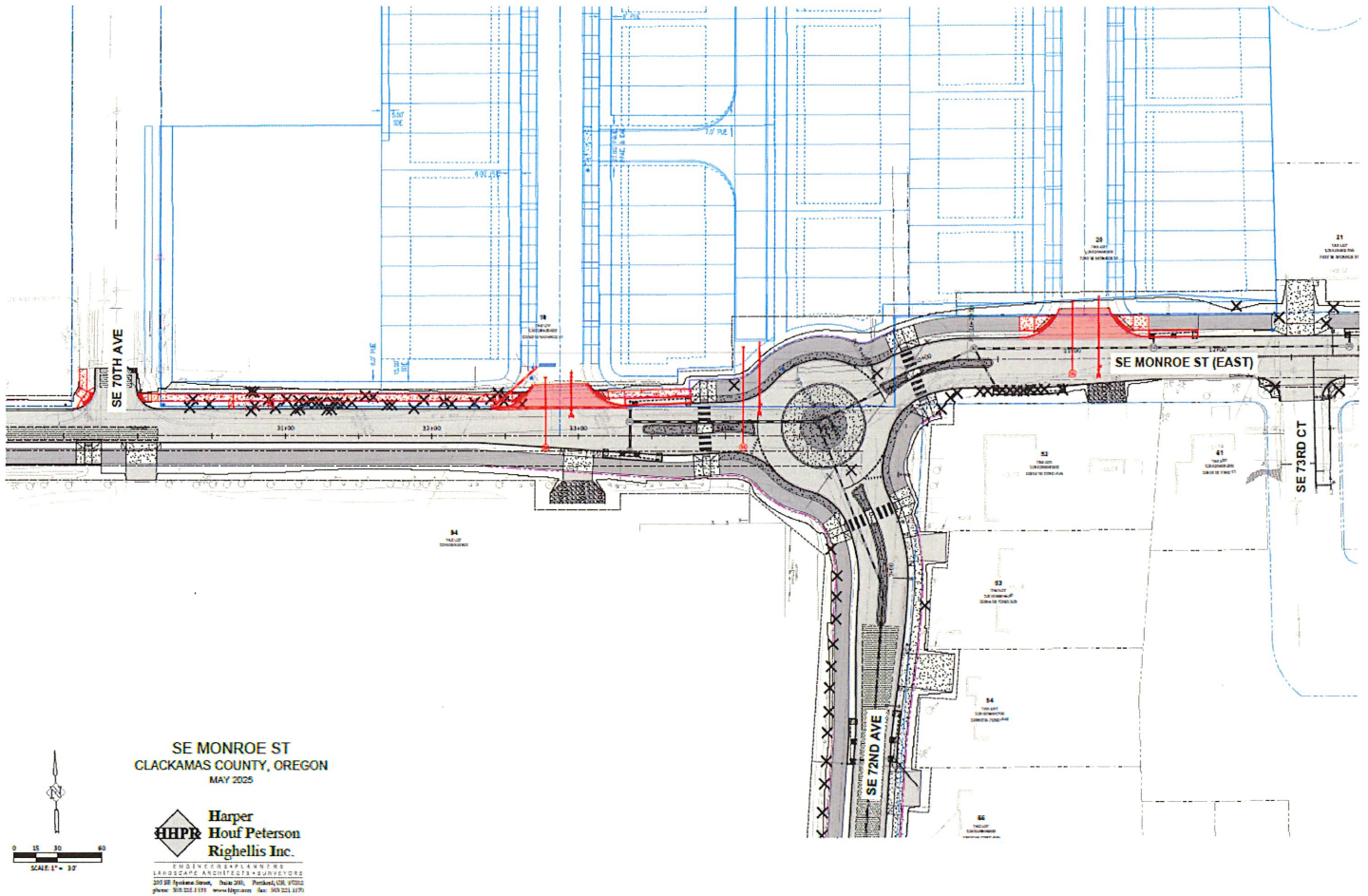


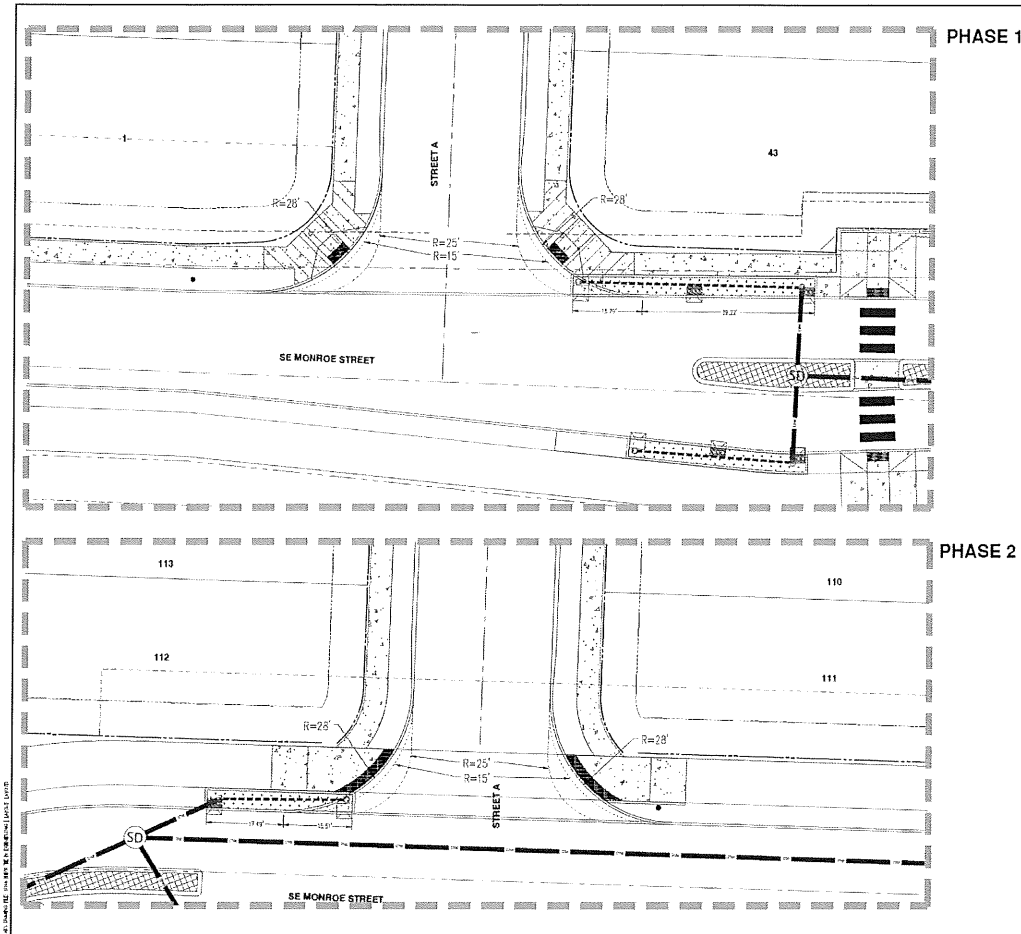


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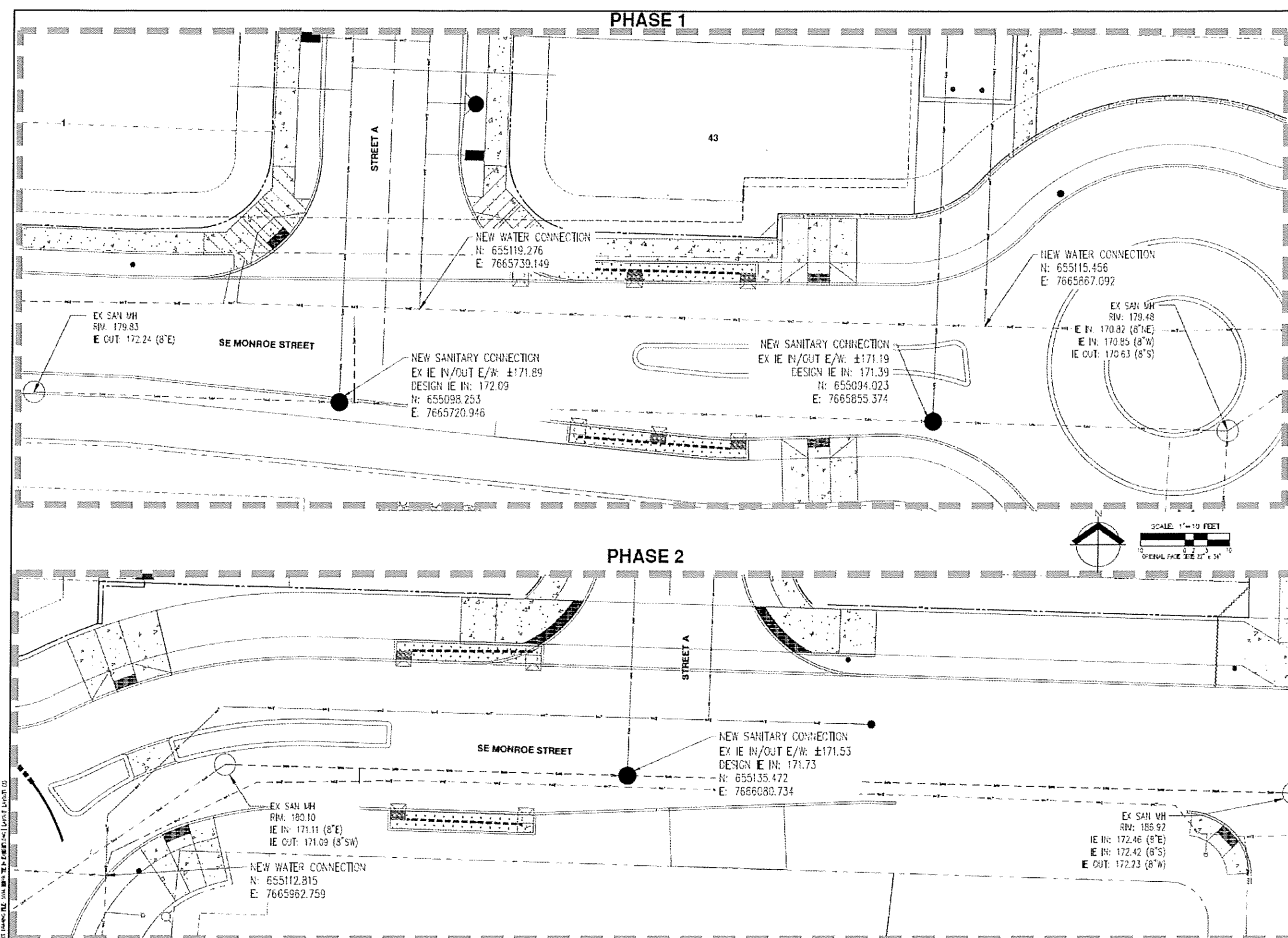
Exhibit E

Agency Infrastructure Improvements





AKS LAND SURVEYING & ENGINEERING, LLC 1400 S. 10TH AVE., SUITE 100 CLACKAMAS, OREGON 97015 (503) 265-1111 www.aks-engineering.com	
MONROE PARK SUBDIVISION - PHASE 1 OREGON CLACKAMAS COUNTY JUL 14, 2024	
MONROE PARK PHASE 1 AND 2 MONROE STREET CONNECTIONS	
ENGINEER: MICHAEL J. AKS DATE: 07/15/24 CHECKED: J. J. AKS DATE: 07/15/24	SHEET NO.: 5566 OF: 5566 SHEET: A



AKS
ALCORN & KAPLAN, LLC
1000 N. 10TH AVE. SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.AKS-LLC.COM

**MONROE PARK
SUBDIVISION - PHASE 1**
CLACKAMAS COUNTY
OREGON
10/10/2024

**MONROE PARK
PHASE 1 AND 2
MONROE STREET
UTILITY CONNECTIONS**

FILE NO. 2024-001
DATE BY 10/10/2024
SCALE 1"=10' FEET
DATE 10/10/2024
DESIGNER 10/10/2024
CHECKER 10/10/2024
ISSUED 10/10/2024
5566
9'x12'
B

Monroe Park Subdivision - Added work to incorporate into Monroe Street Improvements Project

3/27/2025

Item	Description	Unit	Base Package Addition			Add Sidewalk (70th to Street A)		
			Quantity	Unit Cost	Total	Quantity	Unit Cost	Total
1	Mobilization	LS	1	\$ 14,500.00	\$ 14,500.00	1	\$ 2,700.00	\$ 2,700.00
2	Traffic Control	LS	1	\$ 6,500.00	\$ 6,500.00	1	\$ 1,000.00	\$ 1,000.00
3	Erosion Control	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00
4	Clearing and Grubbing, Extra Tree Removal	LS	1	\$ 500.00	\$ 500.00	1	\$ 7,000.00	\$ 7,000.00
5	Earthwork	CY	127.5	\$ 49.50	\$ 6,311.25	57	\$ 49.50	\$ 2,821.50
6	Subgrade Geotextile	SY	153	\$ 1.15	\$ 175.95		\$ 1.15	\$ -
7	8 Inch Sanitary Sewer Pipe	FT	163	\$ 95.00	\$ 15,485.00		\$ 95.00	\$ -
8	Concrete Manhole, 48" Sanitary Sewer Standard MH	EA	3	\$ 8,500.00	\$ 25,500.00		\$ 8,500.00	\$ -
9	Aggregate Base	CY	65	\$ 91.50	\$ 5,947.50		\$ 91.50	\$ -
10	Open Graded Aggregate Base for Pervious Pavement	CY	-21	\$ 90.00	\$ (1,890.00)		\$ 90.00	\$ -
11	Choker Aggregate Base for Pervious Pavement	CY	-6	\$ 90.00	\$ (540.00)		\$ 90.00	\$ -
12	1/2" PAC Mixture	Ton	-15.3	\$ 152.00	\$ (2,325.60)		\$ 152.00	\$ -
13	Level 3, 1/2" Dense ACP Mixture	Ton	61.0	\$ 119.00	\$ 7,259.00		\$ 119.00	\$ -
14	Concrete Curbs, Curb and Gutter with 12" Gutter Pan	FT	2	\$ 28.00	\$ 56.00		\$ 28.00	\$ -
15	Concrete Curbs, Standard Curb	FT	19	\$ 28.00	\$ 532.00		\$ 28.00	\$ -
16	Concrete Walks	SF	1562	\$ 11.00	\$ 17,182.00	1176	\$ 11.00	\$ 12,936.00
17	Extra for New Curb Ramps	Each	5	\$ 700.00	\$ 3,500.00		\$ 700.00	\$ -
18	Truncated Domes on New Surfaces	SF	98	\$ 65.00	\$ 6,370.00		\$ 65.00	\$ -
19	8 Inch Ductile Iron Pipe with Restrained Joints	FT	118	\$ 140.00	\$ 16,520.00		\$ 140.00	\$ -
20	8 Inch Gate Valve	EA	9	\$ 2,500.00	\$ 22,500.00		\$ 2,500.00	\$ -
Total					\$ 144,583.10	\$26,957.50		

Combined \$ 171,540.60

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Page 28 of 28 – OWNER PARTICIPATION AND DEVELOPMENT AGREEMENT

Monroe Park – Green Light LLC