



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

September 10, 2015

Development Agency Board
Clackamas County

Members of the Board:

**Approval of the First Amendment to the Disposition and Development Agreement
with A4RK, LLC**

Purpose/ Outcomes	An amendment to the Disposition and Development Agreement to convey real property from the Clackamas County Development Agency to A4RK, LLC
Dollar Amount and Fiscal Impact	The agreement stipulates sale of the property for \$1,300,000.00
Funding Source	Not Applicable. No funding considered as a part of this property transaction
Safety Impact	Not Applicable
Duration	Amendment will extend the Developer due diligence period 180 days until March 7, 2016
Previous Action	Disposition and Development Agreement signed on January, 29 2015
Contact Person	Dan Johnson, Manager – Development Agency 503-742-4325 or danjoh@co.clackamas.or.us
Contract No.	Not Applicable

BACKGROUND:

The Development Agency executed a Disposition and Development Agreement (DDA) with A4RK, LLC on January 29, 2015 which outlines the conditions precedent to the sale of approximately 2.17 acres to the Developer for \$1,300,000.

Per the DDA, the Developer's due diligence period was 180 days with the option of two 30-day extensions. During this period, the Developer was to submit for and receive design review approval. The Agency was responsible for acquiring a shared parking agreement with the adjacent property owner concurrent with the due diligence period.

Both parties have diligently been working toward meeting the requirements set out in the DDA. However, additional time is needed in order for the Developer to receive design review approval and the Agency to acquire the shared parking agreement.

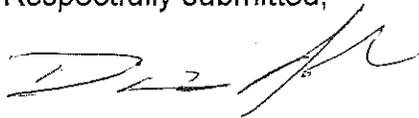
The amendment to the Disposition and Development Agreement, which the Board is being asked to approve today, will extend the Developer due diligence period 180 days in order to complete the required tasks precedent to the sale of the property.

RECOMMENDATION:

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, move by consent to:

- Approve the amendment to the Disposition and Development Agreement with the A4RK, LLC.
- Record the amendment to the Disposition and Development Agreement in the Deed Records of Clackamas County at no cost to the Development Agency.

Respectfully submitted,



Dan Johnson
Development Agency Manager

For information on this issue or copies of attachments, please contact
Dan Johnson @ 503-742-4325

FIRST AMENDMENT
TO DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment to Disposition and Development Agreement (“**First Amendment**”) is made and entered into and is effective as of September __, 2015, by and between the CLACKAMAS COUNTY DEVELOPMENT AGENCY, the Urban Renewal Agency of Clackamas County, a corporate body politic (the “Agency”), and A4RK LLC, an Oregon limited liability company (the “Developer”). Terms not defined herein shall have the meaning ascribed to them in the Disposition and Development Agreement (defined below). Developer and Agency may be individually referred to as party and collectively as parties.

RECITALS

The parties entered into that certain Disposition and Development Agreement (“**DDA**”), dated February 11, 2015, the purpose of which is to effectuate the Clackamas Town Center Urban Renewal Plan (“**Plan**”) by providing for the disposition of certain real property and the development of the “Developer Improvements” on the “Property” by the Developer.

Pursuant to Section 3.4 of the DDA, The Developer must complete the design review process and obtain approval from the County Design Review Board.

Pursuant to Section 3.5 of the DDA, the Agency must secure certain parking rights, to the reasonable satisfaction of Developer, as a condition precedent to Developer’s obligation to purchase the Property, which parking rights are defined as the Shared Parking Agreement in the DDA.

Pursuant to Section 3.3 of the DDA, the Developer timely exercised both Extensions of the Due Diligence Period, which is set to expire September 9, 2015.

The Agency has not secured and is not expected to secure the Shared Parking Agreement before the expiration of the Due Diligence Period, as extended.

The Developer has not completed the design review process or obtained approval from the County Design Review Board.

In order to allow additional time for each party to diligently complete their respective conditions precedent in Sections 3.4 and 3.5 prior to the expiration of the Due Diligence Period, Agency and Developer desire to amend various terms of the DDA to, among other things, modify the Due Diligence Period.

Therefore, Agency and Developer agree to amend the DDA as follows:

1. Developer’s Due Diligence; Due Diligence Period. The Due Diligence Period, as defined in Section 3.3 of the DDA, shall be extended for an additional one hundred eighty (180) days after September 9, 2015. The Due Diligence Period, as extended by this First Amendment, will expire at 11:59pm on March 7, 2016.

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

"AGENCY"

CLACKAMAS COUNTY DEVELOPMENT AGENCY, a corporate body politic

By: _____, Chair

"DEVELOPER"

A4RK, an Oregon limited liability company

By: Kirit Shah
Kirit Shah, Manager

STATE OF OREGON)
) ss.
County of Clackamas)



On this 3rd day of August, 2015, before me the undersigned, a notary public in and for such state, personally appeared Kirit S. Shah, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Chair of the Clackamas County Development Agency, a corporate body politic, and acknowledged to me that said Agency executed _____ the within instrument.

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 07/02/16

STATE OF OREGON)
) ss.
County of _____)

On this _____ day of _____, 2015, before me the undersigned, a notary public in and for such state, personally appeared Kirit Shah, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the manager of A4RK LLC, and acknowledged to me that said company executed the within documents.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____