

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS
Sitting/Acting as the Board of the North Clackamas Parks and Recreation District
Policy Session Worksheet

Presentation Date: 2/7/17 **Approx. Start Time:** 10:30 a.m. **Approx. Length:** 30 min.

Presentation Title: North Clackamas School District & North Clackamas Parks and Recreation District Strategic Partnership Purchase and Sale Agreement

Department: North Clackamas Parks & Recreation District

Presenters: Gary Barth, Business and Community Services Director
Scott Archer, NCPRD Director

Other Invitees: NCPRD District Advisory Board members
North Clackamas School District staff

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

North Clackamas Parks and Recreation (NCPRD) staff is seeking North Clackamas Parks and Recreation District Board (Board) input and response to a strategic partnership with North Clackamas School District (NCSD) for the exchange of NCPRD-owned Hood View Park property in Happy Valley for NCSD's vacated Concord Elementary School building in Oak Grove, their former Lake Road Administration Building in Milwaukie, and cash.

EXECUTIVE SUMMARY:

NCPRD and NCSD are finalizing a strategic partnership to provide new amenities and community spaces to meet the needs of the citizens of both districts. This strategic partnership provides many benefits to NCPRD. If approved by the Board and NCSD Board, NCPRD would own Concord Elementary School and Lake Road Administration building, two significant properties in underserved areas in the District. In addition, NCPRD would receive \$15.78 million in cash. The rationale for the proposed partnership is to de-concentrate the capital currently held in Hood View Park to allow for more investment in a broader geographic area of the District.

How the cash proceeds from the sale could be reinvested will be determined with District Advisory Board recommendations for Board consideration and approval at a later date. Some of the cash, however, would be required to pay off the Hood View Park debt of \$5,160,000. Other benefits and possible uses of the cash are noted in a subsequent section, below.

NCSD also benefits from the partnership. Their plans call for the future conversion of neighboring Rock Creek Middle School into a new high school. The conversion will require a significant increase in sports facilities and Hood View Park meets most of those needs. In addition, NCSD can dispose of surplus property to NCPRD for community benefit.

Details of the draft agreement are:

- NCPRD sells Hood View Park for \$18.7 million to NCSD.
- NCPRD receives Concord Elementary School (assigned value is \$1.59 million).
- NCPRD receives Lake Road Administration Building (assigned value is \$1.33 million).
- NCPRD receives the balance of the value of Hood View Park in cash equal to \$15.78 million.
- The draft agreement could be executed this fiscal year, if approved by the Board and NCSD Board.

The values for all properties are based on current appraisals.

NCPRD staff will return to the Board for additional input and public comment at a Business Meeting on March 2, 2017. With Board concurrence, NCPRD staff would place the Strategic Partnership Purchase and Sale Agreement on the agenda for the March 9, 2017 Business Meeting for final approval.

PROPERTY INFORMATION:

Hood View Park, Happy Valley:

Hood View Park, located on SE Stadium Way, was purchased by NCPRD and developed into a community park by NCPRD in 2009. A variety of funding sources were used to acquire and develop the property for an approximate cost of \$18 million. The 36-acre park includes an all-weather sports complex for softball, soccer, a perimeter walking trail, a playground, restrooms and parking. The facility is programmed by NCPRD for District residents and users region-wide. Through an Intergovernmental Agreement NCSD also has use of Hood View Park in exchange for an initial capital investment that was made during the construction of Hood View Park. Pending negotiations, NCPRD would continue to program NCPRD activities at Hood View Park.

Concord Elementary School, Oak Grove:

The two-story brick masonry building is situated on a six-acre parcel on SE Concord Road. The 47,000 sq. ft. building has been vacant since 2014 when NCSD decided to close the school due to declining enrollment. When NCSD was preparing to declare the school as surplus property and sell it, the community asked NCSD to delay disposition until alternative public uses could be considered. There is a strong sentiment from the community that the building and property be restored and used for public community benefit.

Lake Road Administration Building, Oak Grove

The 18,000 sq. ft., two-story Lake Road Administration Building sits on a 2.5 acre parcel located on SE Lake Road and SE Freeman Road. In 2016, NCSD consolidated their administrative functions into a single office building on SE Freeman Way, leaving the Lake Road building vacant. NCSD has declared the property surplus and directed staff to sell the building.

BENEFITS OF STRATEGIC PARTNERSHIP

Some of the benefits of this strategic partnership are noted above. Other possible benefits and use of the proceeds are listed here:

1. Hood View Park debt and all of the remaining debt the District has carried since inception could be payed-off. This would free-up over \$1 million in annual revenue to be repurposed into critical district operational needs.
2. The City of Happy Valley leadership has expressed concern that the facility was a large capital investment that mainly benefited non-District users. This strategic sale to NCSD addresses this concern.
3. Proceeds from the sale could be reinvested in other Happy Valley area park needs.
4. Concord Elementary School and property could be redeveloped for park and other public uses in an underserved park area with broad community support.
5. Acquisition of the School District's Lake Road Administration building property would allow for possible reuse of the building for a community, non-profit or private use, and a possible neighborhood park.

6. Proceeds from the partnership could support a variety of NCPRD financial needs including supplementing the capital reserve fund, funding other capital projects, acquiring park property, and/or co-locating of NCPRD staff.
7. The Hood View Park property provides NCSD with necessary sports fields for the planned conversion of Rock Creek Middle School into a high school.
8. The partnership establishes a firm working relationship with NCSD for possible future partnerships.

If this strategic partnership agreement is approved, staff will conduct extensive public outreach through the District Advisory Board to develop options on how to best use the newly acquired buildings and how to reinvest the cash proceeds for Board consideration and direction.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES NO See notes below.

Note: Due diligence activities such as environmental assessments and hazardous material surveys are included in the FY 2016/2017 Planning Division Budget. Costs are estimated to be approximately \$30,000-\$40,000.

What is the cost? See note below

What is the funding source? See note below

Note: Based on the current schedule, the primary fiscal implications will be included in the FY2017/2018 Budget which will include new cash funds, debt defeasance, building maintenance, and other related sources and uses.

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department’s Strategic Business Plan goals?
 - Serving the broad needs of District residents through equitable distribution of resources, assets and programs consistent with the District’s adopted 2004 Master Plan and the 2015 Draft Master Plan (pending Board approval).
- How does this item align with the County’s Performance Clackamas goals?
 - Build public trust through good government – Developing and maintaining strong strategic partnerships and leveraging public investment for broad community benefit.
 - Build a strong infrastructure – Acquiring two additional facilities to provide recreation opportunities and house administrative functions for the District and the ability to reinvest capital funds throughout the District.
 - Ensure safe, healthy and secure communities – Enhancing recreational offerings and promoting greater access to wellness programs; Answering citizen calls for more recreational opportunities in undeserved areas of the District.

LEGAL/POLICY REQUIREMENTS:

County Counsel has been involved in discussions with NCSD and in the development of the Strategic Partnership Purchase and Sale Agreement.

PUBLIC/GOVERNMENTAL PARTICIPATION:

Two Board meetings and one District Advisory Board meeting will be held to review this strategic partnership providing the public with information and opportunities to provide comments. The NCSD Board is also holding public meetings for public input and comment. The results of these public meetings will inform both NCPRD and NCSD before final agreements are made. See attached timeline for public meeting details.

OPTIONS:

1. Approve draft terms and proceed with public meetings.
2. Propose changes in terms which would require renegotiation with NCSD.
3. Terminate discussions regarding the sale of Hood View Park to NCSD.

RECOMMENDATION:

Staff recommends option one.

ATTACHMENTS:

1. Property Illustrations
2. Timeline for NCSD and NCPRD Public Meetings
3. Draft North Clackamas School District & North Clackamas Parks and Recreation District Strategic Partnership Purchase and Sale Agreement

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____

For information on this issue or copies of attachments, please contact Scott Archer @ 503-742-4421

Concord Elementary School Property



Property Details

- Location:** 3811 SE Concord Road
Milwaukie, OR 97267
- Site Size:** 6 acres
- Building Size:** 47,000 sq. ft.
- Current Use:** Former school building
- NCPRD:** Inside NCPRD – SDC Zone 2
- Ownership:** North Clackamas SD #12



Lake Road Administration Property

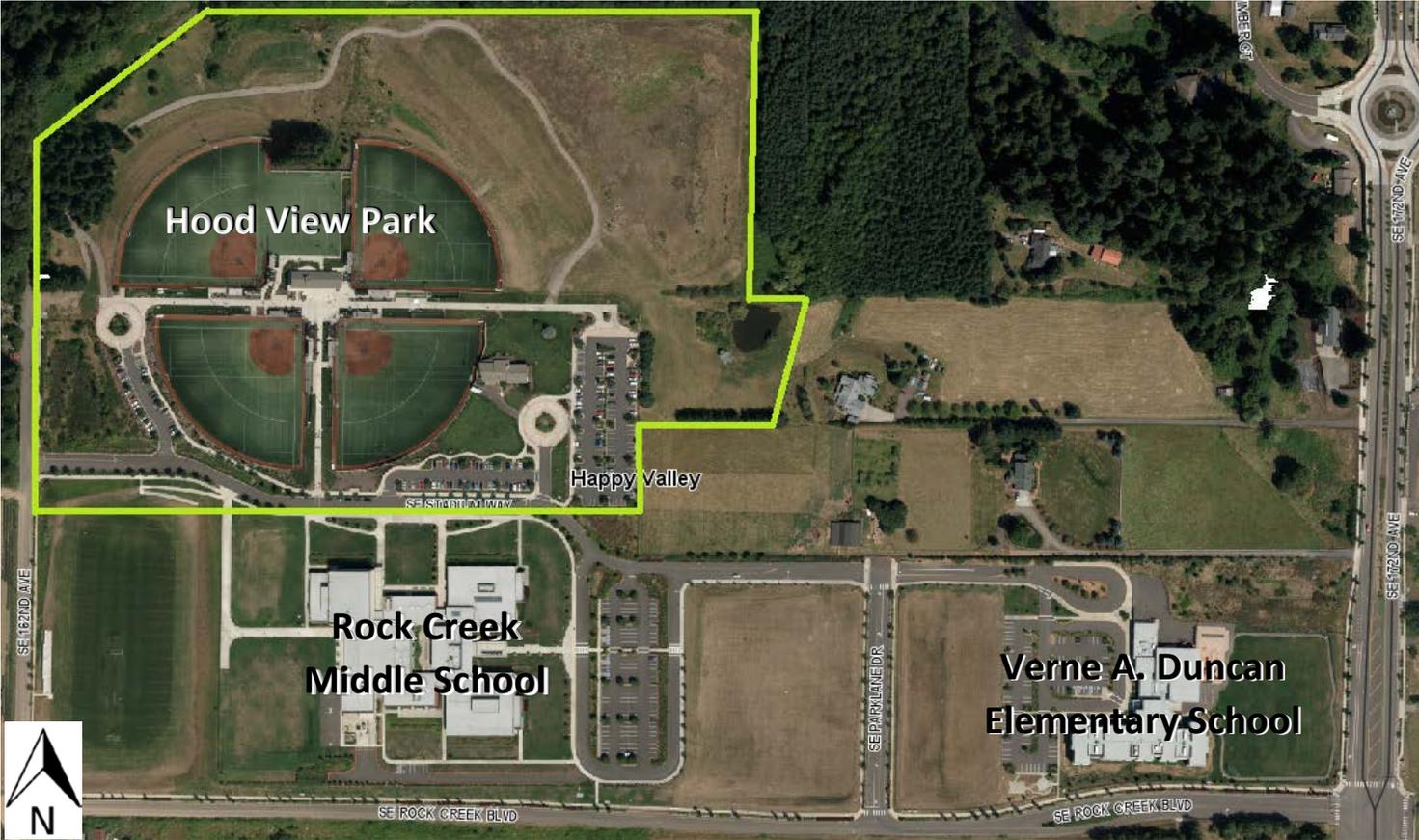


Property Details

- Location:** 4444 SE Lake Road
Milwaukie, OR 97222
- Site Size:** 2.6 acres
- Building Size:** 18,000 sq. ft.
- Current Use:** Former administration building
- NCPRD:** Inside NCPRD – SDC Zone 1
- Ownership:** North Clackamas SD #12



Hood View Park Property



Property Details

- Location:** 16223 SE Stadium Way
Happy Valley, OR 97086
- Site Size:** 36 acres
- Current Use:** Community park
- NCPRD:** Inside NCPRD – SDC Zone 3
- Ownership:** NCPRD



**North Clackamas Parks & Recreation District &
North Clackamas School District Strategic Partnership**

TIMELINE

<u>Meeting</u>	<u>Date & Time</u>	<u>Location</u>	<u>Public Comment</u>	<u>Action</u>
NCPRD—BCC Meeting	Tuesday, 2/7 10:30 a.m.	2051 Kaen Road, Oregon City, OR 97045		
NCPRD—DAB Meeting	Wednesday, 2/8 5:00 p.m.	5440 SE Kellogg Creek Drive Milwaukie, OR 97222	✓	
NCSD School Board Meeting	Thursday, 2/9 7:00 p.m.	12400 SE Freeman Way, Milwaukie, OR 97222	✓	
NCSD School Board Meeting	Thursday, 2/23 7:00 p.m.	12400 SE Freeman Way, Milwaukie, OR 97222	✓	
NCPRD—BCC Meeting	Thursday, 3/2 10:00 a.m.	2051 Kaen Road, Oregon City, OR 97045	✓	
NCPRD—BCC Meeting	Thursday, 3/9 10:00 a.m.	2051 Kaen Road, Oregon City, OR 97045	✓	✓
NCSD School Board Meeting	Thursday, 3/9 7:00 p.m.	12400 SE Freeman Way, Milwaukie, OR 97222	✓	✓

Key to Abbreviations

North Clackamas School District (NCSD)

North Clackamas Parks & Recreation District– Board of County Commissioners (BCC)

North Clackamas Parks & Recreation District– District Advisory Board (DAB)

**NORTH CLACKAMAS SCHOOL DISTRICT &
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
STRATEGIC PARTNERSHIP
PURCHASE AND SALE AGREEMENT**

THIS STRATEGIC PARTNERSHIP PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”), by and between North Clackamas School District (the “District”), an Oregon municipal entity, and North Clackamas Parks and Recreation District (“NCPRD”), a county service district established pursuant to Oregon law.

RECITALS

NCPRD is the owner of an approximately 36 acre park site located in the County of Clackamas, State of Oregon, commonly known as Hood View Park, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (“Hood View”).

The District is the owner of approximately 5.97 acres of real property located at 3811 SE Concord Road, Milwaukie, in the County of Clackamas, State of Oregon, commonly known as Concord Elementary, and more particularly described in Exhibit B attached hereto and incorporated herein by reference (“Concord”).

The District is the owner of approximately 2.59 acres of real property located at 4444 SE Lake Road, Milwaukie, in the County of Clackamas, State of Oregon, commonly known as the Lake Road Administration Building, and more particularly described in Exhibit C attached hereto and incorporated herein by reference (“Admin Building”).

This Agreement contemplates an exchange of all three properties listed above plus cash considerations. The District desires to purchase Hood View, and NCPRD is willing to sell Hood View in return for Concord, the Admin Building, and \$15.78 million in cash. The terms of this Agreement are as follows:

TERMS

1. **Purchase and Sale.** NCPRD agrees to sell and convey Hood View to the District. The District agrees to sell and convey to NCPRD both Concord and the Admin Building upon the terms and conditions set forth in this Agreement.
2. **Purchase Price.** The Purchase Price to be paid by the District for Hood View shall be EIGHTEEN MILLION SEVEN HUNDRED THOUSAND 00/100 DOLLARS (\$18,700,000.00), consisting of Concord with a valuation of One Million Five Hundred Ninety Thousand and 00/100 Dollars (\$1,590,000.00), the Admin Building with a valuation of One Million Three Hundred Thirty Thousand and 00/100 Dollars

(\$1,330,000.00) and cash in an amount of Fifteen Million Seven Hundred Eighty Thousand and 00/100 Dollars (\$15,780,000.00) (collectively, the “Purchase Price”).

3. **Payment of Purchase Price.** The Purchase Price shall be payable as follows:
 - a) Deposit. Within ten (10) days after execution of this Agreement, District shall deposit into escrow the sum of ONE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED and 00/100 DOLLARS (\$157,800.00) (the “Escrow Deposit”) to _____ Title Company (“Escrow Holder” or “Title Company”). At Closing, the Escrow Deposit, together with interest on it, if any, shall be credited toward payment of the Purchase Price.
 - b) Cash Balance. On or before the closing date, District shall deposit into escrow cash via a wire transfer of funds, a certified check, or a cashier's check for the balance of the cash portion of the Purchase Price.
 - c) Real Property. On or before the closing date, the District shall deposit into escrow deeds to convey Concord and the Admin Building, and NCPRD shall deposit into escrow a deed conveying Hood View.
4. **Closing Date.** This transaction shall close no later than one hundred and twenty (120) days after execution of this Agreement, unless otherwise extended as set forth herein (the “Closing Date” or “Closing”).
5. **Conditions Precedent to Closing.**
 - a) Conditions Precedent to NCPRD's Obligations. In addition to any other conditions contained in this Agreement, the following conditions precedent must be satisfied before NCPRD will become obligated to sell Hood View and acquire Concord and the Admin Building under this Agreement. These conditions are intended solely for NCPRD’s benefit and NCPRD shall have the sole right and discretion to waive or not waive, by written notice, any of the conditions. In the event any such condition precedent is not satisfied or waived on or before Closing, or other date as set forth herein, NCPRD shall have the right to terminate this Agreement, and to exercise any other remedy available. The conditions precedent are:
 - i) Title Report. Within fifteen (15) days following the Effective Date of this Agreement, NCPRD shall order at its own expense a preliminary Title Report covering Concord and the Admin Building, together with legible copies of all plats and exceptions to title referenced in the Title Report.
 - A. Within thirty (30) days of receiving the Title Report and the Exceptions documents, NCPRD shall reasonably determine and provide written notice to District of any special exceptions that

NCPRD shall require District to remove of record at or before Closing (the “Unacceptable Exceptions”). Special exceptions not objected to are referred to as “Permitted Exceptions.” Within fifteen (15) days of receipt of the list Unacceptable Exceptions, District shall inform NCPRD in writing that District shall remove such exceptions at District’s sole cost at or before closing or inform NCPRD in writing that it is unable to remove any such exception. In the event that there are any Unacceptable Exceptions which District does not agree to remove at or before closing, the Parties will work together in good faith to reach a resolution. If no resolution can be reached, then NCPRD shall have the option to either accept title to the Property subject to such exception, and the exception shall thereafter be considered a Permitted Exception, or NCPRD may terminate this Agreement and the Escrow Deposit shall be refunded.

- B. All new exceptions appearing on subsequent title reports shall be considered Unacceptable Exceptions, unless accepted in writing by NCPRD. If any condition is not acceptable to NCPRD, it shall have the option to terminate this Agreement and must exercise such right in writing within 15 days of receiving notice of a subsequent title exception.
- ii) Title. At Closing the District shall convey fee simple title to Concord and the Admin Building by statutory warranty deed. Title shall be good and marketable and shall be insurable for their components of the Purchase Price as such at ordinary rates pursuant to an ALTA standard owner’s title insurance policy issued at Closing by the Title Company insuring fee simple title vested in NCPRD or its nominees and free and clear of all liens and encumbrances except for the Permitted Exceptions as defined below (the “Title Policy”).
- iii) Environmental Review. Before Closing, NCPRD may, at its expense, engage consultants, surveyors or engineers of NCPRD's choosing to conduct environmental studies, soil analyses, surveys, and appraisals of Concord and/or the Admin Building as NCPRD in its sole discretion deems necessary. Within ten (10) days after the Effective Date, District shall deliver to NCPRD a copy of all environmental studies or analyses relating to Concord and the Admin Building within its possession or control. NCPRD or its agents shall have the right to enter Concord and the Admin Building at reasonable times before Closing to make such tests, inspections, soil analyses, studies, surveys, appraisals and other investigations as NCPRD may require, at NCPRD's sole discretion.

District shall cooperate with NCPRD in making such tests and studies. Any area disturbed by such tests and studies shall be restored by NCPRD, at NCPRD's expense, to its pre-inspection condition. It shall be a condition to Closing that the results of such environmental studies, surveys or analyses be acceptable to NCPRD in its sole discretion. Within one hundred and twenty (120) days of the Effective Date, NCPRD shall notify the District if NCPRD cannot accept the Property due to the results of its investigation under this section. If NCPRD and District have not reached an agreement regarding the items disclosed in the investigation within seventy-five (75) days of the Effective Date then NCPRD may, at its option and upon written notice to District, terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded to District.

- iv) Boundaries/Access; Delivery of Surveys and Reports. It is a condition to Closing that: (1) there are no discrepancies in the boundaries of Concord and the Admin Building; (2) there are no encroachments or prescriptive or adverse rights on or affecting Concord and the Admin Building or any portion thereof; and (3) Concord and the Admin Building have insurable vehicular access. If NCPRD notifies District prior to the Closing Date that any of the requirements are not satisfied, the Closing Date shall be automatically extended for a 45-day period so that District and NCPRD may address the issue(s). If at the end of the 45-day period, NCPRD and District have not reached an agreement regarding the items disclosed in the investigation, then NCPRD may, at its option and upon written notice to District, terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded. Within ten (10) days after execution of this Agreement, District shall deliver to NCPRD a copy of all surveys made of Concord and the Admin Building and in the possession of District, as well as any environmental or other reports, test data or studies relating specifically to the Property and in District's possession or control. If District knows of any such surveys, studies or reports that are not in District's possession, District shall notify NCPRD of the existence of such reports.
- v) Delivery of Property. District shall deliver Concord and the Admin Building free and clear of any encumbrances.
- vi) Representations, Warranties, and Covenants of District. The District shall have duly performed every act to be performed by the District hereunder and the District's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

- vii) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with Concord and/or the Admin Building.
 - viii) District's Deliveries. The District shall have timely delivered each item to be delivered by the District pursuant to this Agreement. In the event that NCPRD does not object to the timeliness of delivery of any document(s) within five (5) days of their receipt by NCPRD, this condition shall be deemed waived with regards to any such documents.
 - ix) Title Insurance. As of the close of the escrow, the Escrow Holder shall have issued or committed to issue the Title Policy to NCPRD.
 - x) Taxes. District agrees that all taxes, assessments and encumbrances that may be a lien against Concord and the Admin Building at Closing (such as assessment districts, right-of-way fees, improvement districts, etc.), whether or not those charges would constitute a lien against Concord or the Admin Building at settlement, shall be satisfied of record by District.
- b) Conditions Precedent to District's Obligations. In addition to any other conditions contained in this Agreement, the following conditions precedent must be satisfied before District will become obligated to sell Concord and the Admin Building and acquire Hood View under this Agreement. These conditions are intended solely for the District's benefit and the District shall have the sole right and discretion to waive or not waive, by written notice, any of the conditions. In the event any such condition precedent is not satisfied or waived on or before Closing, or other date as set forth herein, District shall have the right to terminate this Agreement, and to exercise any other remedy available. The conditions precedent are:
- i) Title Report. Within fifteen (15) days following the Effective Date of this Agreement, District shall order at its own expense a preliminary Title Report covering Hood View, together with legible copies of all plats and exceptions to title referenced in the Title Report.
 - A. Within thirty (30) days of receiving the Title Report and the Exceptions documents, District shall reasonably determine and provide written notice to NCPRD of any special exceptions that District shall require NCPRD to remove of record at or before Closing (the "Unacceptable Exceptions"). Special exceptions not objected to are referred to as "Permitted Exceptions." Within fifteen (15) days of receipt of the list Unacceptable Exceptions, NCPRD shall inform District in writing that NCPRD shall remove such exceptions at NCPRD's sole cost at or before closing or inform District in writing that it is unable to remove any such exception. In

the event that there are any Unacceptable Exceptions which NCPRD does not agree to remove at or before closing, the Parties will work together in good faith to reach a resolution. If no resolution can be reached, then District shall have the option to either accept title to the Property subject to such exception, and the exception shall thereafter be considered a Permitted Exception, or District may terminate this Agreement and the Escrow Deposit shall be refunded to District.

- B. All new exceptions appearing on subsequent title reports shall be considered Unacceptable Exceptions, unless accepted in writing by District. If any condition is not acceptable to District, it shall have the option to terminate this Agreement and must exercise such right in writing within 15 days of receiving notice of a subsequent title exception.
- ii) Title. At Closing NCPRD shall convey fee simple title to Hood View by statutory warranty deed. Title shall be good and marketable and shall be insurable for the Purchase Price as such at ordinary rates pursuant to an ALTA standard owner's title insurance policy issued at Closing by the Title Company insuring fee simple title vested in District or its nominees and free and clear of all liens and encumbrances except for the Permitted Exceptions as defined below (the "Title Policy").
- iii) Environmental Review. Before Closing, District may, at its expense, engage consultants, surveyors or engineers of District's choosing to conduct environmental studies, soil analyses, surveys, and appraisals of Hood View as District in its sole discretion deems necessary. Within ten (10) days after the Effective Date, NCPRD shall deliver to District a copy of all environmental studies or analyses relating to the Property within its possession or control. District or its agents shall have the right to enter Hood View at reasonable times before Closing to make such tests, inspections, soil analyses, studies, surveys, appraisals and other investigations as District may require, at District's sole discretion. NCPRD shall cooperate with District in making such tests and studies. Any area disturbed by such tests and studies shall be restored by District, at District's expense, to its pre-inspection condition. It shall be a condition to Closing that the results of such environmental studies, surveys or analyses be acceptable to District in its sole discretion. Within sixty (60) days of the Effective Date, District shall notify NCPRD if District cannot accept Hood View due to the results of its investigation under this section. If NCPRD and District have not reached an agreement regarding the items disclosed in the investigation within seventy-five (75)

days of the Effective Date then District may, at its option and upon written notice to NCPRD, terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded to District.

- iv) Boundaries/Access; Delivery of Surveys and Reports. It is a condition to Closing that: (1) there are no discrepancies in the boundaries of Hood View; (2) there are no encroachments or prescriptive or adverse rights on or affecting Hood View or any portion thereof; and (3) Hood View has insurable vehicular access. If District notifies NCPRD prior to the Closing Date that any of the requirements are not satisfied, the Closing Date shall be automatically extended for a 45-day period so that District and NCPRD may address the issue(s). If at the end of the 45-day period, NCPRD and District have not reached an agreement regarding the items disclosed in the investigation, then District may, at its option and upon written notice to NCPRD, terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded. Within ten (10) days after execution of this Agreement, NCPRD shall deliver to District a copy of all surveys made of Hood View in the possession of NCPRD, as well as any environmental or other reports, test data or studies relating specifically to the Property and in NCPRD's possession or control. If NCPRD knows of any such surveys, studies or reports that are not in NCPRD's possession, NCPRD shall notify District of the existence of such reports.
- v) Delivery of Property. NCPRD shall deliver Hood View free and clear of any encumbrances.
- vi) Representations, Warranties, and Covenants of District. NCPRD shall have duly performed every act to be performed by NCPRD hereunder and the NCPRD's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.
- vii) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with Hood View.
- viii) District's Deliveries. NCPRD shall have timely delivered each item to be delivered by NCPRD pursuant to this Agreement. In the event that the District does not object to the timeliness of delivery of any document(s) within five (5) days of their receipt by District, this condition shall be deemed waived with regards to any such documents.
- ix) Title Insurance. As of the close of the escrow, the Escrow Holder shall have issued or committed to issue the Title Policy to District.
- x) Taxes. NCPRD agrees that all taxes, assessments and encumbrances that may be a lien against Hood View at Closing (such as assessment districts,

right-of-way fees, improvement districts, etc.), whether or not those charges would constitute a lien against the property at settlement, shall be satisfied of record by District.

- c) Failure of Conditions to Closing. In the event any of the conditions set forth in Section 5(a) or (b) are not timely satisfied or waived, for a reason other than the default of NCPRD or the District under this Agreement:
 - i) This Agreement, the escrow, and the rights and obligations of NCPRD and the District shall terminate, except as otherwise provided herein; and
 - ii) The Escrow Holder is hereby instructed to promptly return to the District and NCPRD all funds and documents deposited by them, respectively, in escrow that are held by the Escrow Holder on the date of the termination.
- d) Cancellation Fees and Expenses. In the event the escrow terminates for whatever reason, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by both parties equally.

6. Deliveries to Escrow Holder.

- a) By District. On or before the Closing Date, the District shall deliver the following in escrow to the Escrow Holder:
 - i) Purchase Price. The cash portion of the Purchase Price and District's share of costs and fees.
 - ii) Deed. Statutory warranty deeds duly executed and acknowledged in recordable form by the District, conveying Concord and the Admin Building to NCPRD subject only to the special exceptions acceptable to NCPRD as established under Section 5 of this Agreement, and any other matters that may be approved in writing by NCPRD prior to Closing.
 - iii) Nonforeign Certification. The District represents and warrants that it is not a "foreign person" as defined in IRC §1445. The District will give an affidavit to NCPRD to this effect in the form required by that statute and related regulations.
 - iv) Proof of Authority. Such proof of the District's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the District to act for and bind the District, as may be reasonably required by the Escrow Holder and/or NCPRD.

- v) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Escrow Holder in order to issue the Title Policies.
 - vi) Other Documents. Such other fully executed documents and funds, including without limitation, escrow instructions, as are required of District to close the sale in accordance with this Agreement or as may be required by Escrow Holder.
- b) By NCPRD. On or before the Closing Date, NCPRD shall deliver the following in escrow to the Escrow Holder.
- i) Deed. A statutory warranty deed duly executed and acknowledged in recordable form by NCPRD, conveying Hood View to the District subject only to the special exceptions acceptable to the District as established under Section 5 of this Agreement, and any other matters that may be approved in writing by the District prior to Closing.
 - ii) Nonforeign Certification. NCPRD represents and warrants that it is not a "foreign person" as defined in IRC §1445. NCPRD will give an affidavit to the District to this effect in the form required by that statute and related regulations.
 - iii) Proof of Authority. Such proof of NCPRD's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the District to act for and bind NCPRD, as may be reasonably required by the Escrow Holder and/or the District.
 - iv) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Escrow Holder in order to issue the Title Policy.
 - v) Other Documents. Such other fully executed documents and funds, including without limitation, escrow instructions, as are required of NCPRD to close the sale in accordance with this Agreement or as may be required by Escrow Holder.
 - vi) Proof of Authority. Such proof of NCPRD's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of

NCPRD to act for and bind NCPRD, as may be reasonably required by the Escrow Holder and/or the District.

7. **Possession at Closing.** Except as otherwise provided herein, the District shall deliver exclusive possession of Concord and the Admin Building to NCPRD at close of escrow, and NCPRD shall deliver exclusive possession of Hood View to the District at close of escrow.
8. **Title Insurance.** At Closing, District shall provide, at its expense, the Title Policies for Concord and the Admin Building, and NCPRD shall provide, at its expense, the Title Policy for Hood View.
9. **Costs.** The Parties shall equally pay the cost of recording the statutory warranty deeds and the memorandums of purchase and sale, and all other recording charges, if any. District shall pay the premium for the Title Policies that District is obligated to provide to NCPRD, and NCPRD shall pay the premium for the Title Policy that NCPRD is obligated to provide to the District. Each party shall pay for all conveyance, excise, and/or transfer taxes payable by reason of the sale of each of the respective property by the entity selling such property. NCPRD and District shall each pay one-half of all escrow fees and costs. NCPRD and the District shall each pay its own legal and professional fees of other consultants incurred by NCPRD and the District, respectively. All other costs and expenses shall be allocated between NCPRD and the District in accordance with the customary practice in Clackamas County, Oregon.
10. **District's Representations and Warranties.** District hereby warrants and represents to NCPRD the following matters, and acknowledges that they are material inducements to NCPRD to enter into this Agreement. Subject to the limits of the Oregon Tort Claim Act and the Oregon Constitution, District agrees to indemnify, defend, and hold NCPRD harmless from all expense, loss, liability, damages and claims, arising out of the breach or falsity of any of District's representations, warranties, and covenants. These representations, warranties, and covenants shall survive Closing. District warrants and represents to NCPRD that the following matters are true and correct, and shall remain true and correct through and as of Closing:
 - a) **Authority.** District has full power and authority to enter into this Agreement (and the persons signing this Agreement for District, if District is not an individual, have full power and authority to sign for District and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to Concord and the Admin Building 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.
 - b) **Legal Access.** To the best of District's knowledge, both Concord and the Admin Building have insurable vehicular access to a public road.

- c) Hazardous Substances. For purposes of this Agreement, the phrase "Hazardous Substances" shall include but not be limited to the substances defined in ORS 465.200. District warrants, represents, and covenants as follows:
- i) To the knowledge of District, there are no Hazardous Substances in, upon, or buried on or beneath Concord or the Admin Building and no Hazardous Substances have been emitted or released from Concord or the Admin Building in violation of any environmental laws of the federal or state government;
 - ii) To the knowledge of the District, no Hazardous Substances have been brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from or on Concord or the Admin Building, in violation of any environmental laws of the federal or state government;
 - iii) To the knowledge of District, no previously undisclosed underground storage tanks are located on Concord or the Admin Building, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and District agrees not to cause or permit any such tanks to be installed in Concord or the Admin Building before Closing;
 - iv) To the knowledge of District, Concord and the Admin Building are materially in compliance with applicable state and federal environmental standards and requirements affecting it;
 - v) The District has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to Concord or the Admin Building;
 - vi) The District has not transferred Hazardous Substances from Concord or the Admin Building to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the District's knowledge, no other person has transferred Hazardous Substances from Concord or the Admin Building to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and
 - vii) There are no proceedings, administrative actions, or judicial proceedings pending or, to the best of District's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

- d) Contracts, Leases, Rights Affecting Property. District has not entered into, and will not enter into, any other contracts for the sale of Concord or the Admin Building, nor do there exist nor will there be any rights of first refusal, options to purchase Concord or the Admin Building, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights or agreement, written or oral, express or implied, which in any way affect or encumber Concord or the Admin Building or any portion thereof, excluding the continued occupancy arrangement described in Section 5(a)(vi) hereof. The District 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 Concord or the Admin Building, and to District’s knowledge no such rights encumber Concord or the Admin Building, and will not through Closing.
- e) No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against Concord or the Admin Building, or any portion thereof, or pending or threatened against District which could affect District's right or title to Concord or the Admin Building, or any portion thereof, affect the value of Concord or the Admin Building or any portion thereof, or subject an owner of Concord or the Admin Building, or any portion thereof, to liability.
- f) Mechanics and Other Liens. No work on Concord or the Admin Building has been done or will be done, or materials provided, giving rise to actual or impending mechanic's liens, private liens, or any other liens, against Concord or the Admin Building or any portion thereof.
- g) Public Improvements or Governmental Notices. To the best of District's knowledge, there are no intended public improvements which will result in the creation of any liens upon Concord or the Admin Building or any portion thereof, nor have any notices or other information been served upon District from any governmental agency notifying District of any violations of law, ordinance, rule or regulation which would affect Concord or the Admin Building or any portion thereof.
- h) Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which District is bound or to which Concord or the Admin Building is subject.
- i) Possession. Except as specifically provided for herein, District will be able to deliver immediate and exclusive possession of the entirety of Concord and the Admin Building to NCPRD at the close of escrow, and no one other than District will be in possession of any portion of Concord or the Admin Building immediately prior to close of escrow.
- j) Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other

proceedings are pending or, to the best of District's knowledge, threatened against the District, nor are any such proceedings contemplated by District.

- k) Recitals. The statements and information set forth in the Recitals are true and correct.
- l) Changed Conditions. If District discovers any information or facts that would materially change the foregoing warranties and representations or the transactions contemplated by this Agreement, District shall immediately give written notice to NCPRD of those facts and information. If any of the foregoing warranties and representations cease to be true before the close of escrow, District shall be obligated to use its best efforts to remedy the problem, at its sole expense, before the close of escrow. If the problem is not remedied before close of escrow, NCPRD may elect to either: (a) terminate this Agreement in which case NCPRD shall have no obligation to purchase Concord or the Admin Building and all escrow payments shall be refunded, or (b) defer the Closing Date for a period not to exceed ninety (90) days or until such problem has been remedied, whichever occurs first. If the problem is not remedied within that timeframe, NCPRD may elect to terminate this Agreement. NCPRD's election in this regard shall not constitute a waiver of NCPRD's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

11. **District's Representations, Warranties and Covenants Regarding Concord and the Admin Building Through the Close of Escrow.** The District further represents, warrants, and covenants that, until this transaction is completed or escrow is terminated, whichever occurs first, it shall:

- a) Maintain Concord and the Admin Building in their present state;
- b) Keep all existing insurance policies affecting Concord and the Admin Building in full force and effect;
- c) Make all regular payments of interest and principal on any existing financing, if applicable; and
- d) Comply with all government regulations.

12. **NCPRD's Representations and Warranties.** NCPRD hereby warrants and represents to the District the following matters, and acknowledges that they are material inducements to NCPRD to enter into this Agreement. Subject to the limits of the Oregon Tort Claim Act and the Oregon Constitution, NCPRD agrees to indemnify, defend, and hold District harmless from all expense, loss, liability, damages and claims, arising out of the breach or falsity of any of NCPRD's representations, warranties, and covenants. These representations, warranties, and covenants shall survive Closing. NCPRD

warrants and represents to District that the following matters are true and correct, and shall remain true and correct through and as of Closing:

- a) Authority. NCPRD has full power and authority to enter into this Agreement (and the persons signing this Agreement for NCPRD, if NCPRD is not an individual, have full power and authority to sign for NCPRD and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to Hood View 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.
- b) Legal Access. To the best of NCPRD's knowledge Hood View has insurable vehicular access to a public road.
- c) Hazardous Substances. For purposes of this Agreement, the phrase "Hazardous Substances" shall include but not be limited to the substances defined in ORS 465.200. NCPRD warrants, represents, and covenants as follows:
 - i) To the knowledge of NCPRD, there are no Hazardous Substances in, upon, or buried on or beneath Hood View and no Hazardous Substances have been emitted or released from Hood View in violation of any environmental laws of the federal or state government;
 - ii) To the knowledge of the NCPRD, no Hazardous Substances have been brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from or on Hood View, in violation of any environmental laws of the federal or state government;
 - iii) To the knowledge of NCPRD, no previously undisclosed underground storage tanks are located on Hood View, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and NCPRD agrees not to cause or permit any such tanks to be installed in Hood View before Closing;
 - iv) To the knowledge of NCPRD, Hood View are materially in compliance with applicable state and federal environmental standards and requirements affecting it;
 - v) NCPRD has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to Hood View;
 - vi) NCPRD has not transferred Hazardous Substances from Hood View to another location that is not in compliance with applicable environmental

laws, regulations, or permit requirements. To the best of the NCPRD's knowledge, no other person has transferred Hazardous Substances from Hood View to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and

- vii) There are no proceedings, administrative actions, or judicial proceedings pending or, to the best of NCPRD's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.
- d) Contracts, Leases, Rights Affecting Property. NCPRD has not entered into, and will not enter into, any other contracts for the sale of Hood View, nor do there exist nor will there be any rights of first refusal, options to purchase Hood View, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights or agreement, written or oral, express or implied, which in any way affect or encumber Hood View or any portion thereof, excluding the continued occupancy arrangement described in Section 5(a)(vi) hereof. NCPRD 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 Hood View, and to NCPRD's knowledge no such rights encumber Hood View, and will not through Closing.
- e) No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against Hood View, or any portion thereof, or pending or threatened against NCPRD which could affect NCPRD's right or title to Hood View, or any portion thereof, affect the value of Hood View or any portion thereof, or subject an owner of Hood View, or any portion thereof, to liability.
- f) Mechanics and Other Liens. No work on Hood View has been done or will be done, or materials provided, giving rise to actual or impending mechanic's liens, private liens, or any other liens, against Hood View or any portion thereof.
- g) Public Improvements or Governmental Notices. To the best of NCPRD's knowledge, there are no intended public improvements which will result in the creation of any liens upon Hood View or any portion thereof, nor have any notices or other information been served upon NCPRD from any governmental agency notifying NCPRD of any violations of law, ordinance, rule or regulation which would affect Hood View or any portion thereof.
- h) Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which NCPRD is bound or to which Hood View is subject.
- i) Possession. Except as specifically provided for herein, NCPRD will be able to deliver immediate and exclusive possession of the entirety of Hood View to the

District at the close of escrow, and no one other than NCPRD will be in possession of any portion of Hood View immediately prior to close of escrow.

- j) Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of NCPRD's knowledge, threatened against NCPRD, nor are any such proceedings contemplated by NCPRD.
 - k) Recitals. The statements and information set forth in the Recitals are true and correct.
 - l) Changed Conditions. If NCPRD discovers any information or facts that would materially change the foregoing warranties and representations or the transactions contemplated by this Agreement, NCPRD shall immediately give written notice to the District of those facts and information. If any of the foregoing warranties and representations cease to be true before the close of escrow, NCPRD shall be obligated to use its best efforts to remedy the problem, at its sole expense, before the close of escrow. If the problem is not remedied before close of escrow, the District may elect to either: (a) terminate this Agreement in which case the District shall have no obligation to purchase Hood View and all escrow payments shall be refunded, or (b) defer the Closing Date for a period not to exceed ninety (90) days or until such problem has been remedied, whichever occurs first. If the problem is not remedied within that timeframe, the District may elect to terminate this Agreement. The District's election in this regard shall not constitute a waiver of the District's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.
13. **Removal of Personal Property and Debris**. Prior to NCPRD vacating Hood View prior to the District vacating Concord and the Admin Building, each party covenants and promises to remove or cause to be removed from such property, at their own expense, any and all personal property and/or trash, rubbish, debris, or any other unsightly or offensive materials unless otherwise previously agreed to in writing by the other party.
14. **Risk of Loss, Condemnation**. District shall bear the risk of all loss or damage to Concord or the Admin Building, and NCPRD for Hood View, from all causes, through the Closing Date. If, before the Closing Date all or part of any of the properties is damaged by fire or by any other cause of any nature, the current owner shall give the prospective purchaser written notice of such event. Such prospective purchaser may terminate this Agreement by giving written notice to the other party within fifteen (15) days following receipt of written notice of such casualty and Escrow Holder will return the Escrow Deposit and accrued interest.
15. **Notices**. All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail,

certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To District: [Add]

To NCPRD: North Clackamas Parks and Recreation District
Attn: Scott Archer
150 Beaver creek Rd.
Oregon City, Oregon 97045
Phone No. (503) 742-4421

With a copy to:

Chris Storey
Assistant County Counsel
150 Beaver creek Rd.
Oregon City, Oregon 97045
Fax No. (503) 742-4565
Phone No. (503) 742-4623

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

16. **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 asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then District shall indemnify, hold harmless, and defend NCPRD from and against any such claim if based on any action, agreement, or representations made by District; and NCPRD shall indemnify, hold harmless, and defend District from and against any such claim if based on any action, agreement, or representations made by NCPRD.
17. **Further Actions of NCPRD and District.** NCPRD and the District 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 hereby and shall use their best efforts to accomplish the close of the transaction in accordance with the provisions of this Agreement.

18. Legal and Equitable Enforcement of This Agreement.

- a) Default by the District. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by the District, NCPRD shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Escrow Deposit and all accrued interest, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.
- b) Default by NCPRD. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by NCPRD, the District shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

19. Miscellaneous.

- a) Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be 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, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- b) Waivers. No waiver of any breach of any covenant or provision contained herein shall 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 shall be deemed an extension of the time for performance of any other obligation or act.
- c) Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.
- d) Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties to it. NCPRD may assign its interest in this Agreement to a park-providing or other recreational-providing entity, without the consent of District. In the event that an assignee assumes the obligations of NCPRD hereunder, then NCPRD shall have no further liability with respect to this Agreement.
- e) Entire Agreement. This Agreement (including any exhibits attached to it) and the Development Agreement are the final expression of, and contains the entire

agreement between, the parties with respect to the subject matter hereof 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.

- f) Time of Essence. The District and NCPRD hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision of this Agreement.
20. **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 shall be governed by and interpreted in accordance with the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
21. **Recording of Memorandum.** On the Effective Date a party may, if it so chooses, request the other party execute a Memorandum of this Agreement, which such requesting party may cause to be recorded against the appropriate property purchase(s).

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 197.352. 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 APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

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

North Clackamas Parks and Recreation District,
a county service district

North Clackamas School District
an Oregon municipal entity

Date: _____

Date: _____

Attachments:

- Exhibit A - Property Description – Hood View
- Exhibit B – Property Description – Concord
- Exhibit C – Property Description – Admin Building

Exhibit A
Property Description – Hood View

[To be added]

Exhibit B
Property Description – Concord

[To be added]

Exhibit C

Property Description – Admin Building

[To be added]