



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 22, 2025

Department: Public Works

Title: Taking Ownership of North Santiam Park and Campground

Management Update/Work Session Date: 01/09/2025 Audio/Visual aids [X]

Time Required: 10 minutes Contact: Kevin Thompson Phone: 503-566-4158

Requested Action: Consider approval and sign the North Santiam Park and Campground deed to transfer property ownership from Oregon Parks and Recreation Department (OPRD) to Marion County.

Issue, Description & Background: In order to transfer ownership of North Santiam Park from Oregon Parks and Recreation Department (OPRD) to Marion County, the Board of Commissioners must sign a deed. I am presenting the conveyance deed for the Board's consideration. Currently, North Santiam Park is owned by the Oregon Parks and Recreation Department (OPRD). In 2021, the County entered into a two-year trial maintenance agreement with OPRD to operate and maintain the park. This trial period was to show OPRD that the County can successfully operate and maintain the park to industry standards before transferring ownership of the park to the County. The County has successfully passed this trial period, and we are ready to formally take ownership of the park.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: North Santiam Deed

Presenter: Kevin Thompson

Department Head Signature: [Signature]

After recording, return to Grantee
and send tax statements to:

Marion County
Parks Division
P. O. Box 14500
Salem, Oregon 97309

With a copy to Grantor:

Oregon Parks and Recreation Department
Attn: Property Unit
725 Summer Street NE, Ste. C
Salem, Oregon 97301

DEED

STATE OF OREGON, by and through the Oregon Parks and Recreation Department, Grantor, for no monetary consideration, does convey unto MARION COUNTY, a political subdivision of the State of Oregon, Grantee, the real property ("Property") in Marion County, Oregon, together with all improvements thereupon, that Property which lies **ONLY in Marion County and described in Quitclaim Deed dated 04 February 1998, recorded 09 February 1998, in Reel 1460, Page 527, of Marion County Records.**

This conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

1. Subject to special assessments, existing restrictions, reservations and easements of record, if any.
2. Subject to the rights of any utilities located within Property and further subject to the rights of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within Property.
3. That the Grantee and grantee's heirs, successors and assigns of the interest in the Property shall use the Property only for public outdoor recreation and, if the Property is ever used for any other purpose, the Grantor or the Grantor's heirs, successors or assigns may reenter and terminate the estate hereby conveyed.
4. That the Grantor excepts from this conveyance and reserves unto itself and its heirs, successors and assigns all minerals as defined in ORS 273.775(1), including soil, clay, stone, sand and gravel, and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, re-injecting, storing, drilling for, and removing, such minerals, materials and geothermal resources. In the event use of the Property by Grantee should be damaged by one or more of the activities described above, then Grantee shall be entitled to compensation from the Grantor's lessee to the extent of the diminution in value of the real property, based on the actual use by Grantee at the time the Grantor's lessee conducts any of the above activities.
5. That the Grantee and grantee's heirs, successors and assigns in interest, shall comply with all applicable Oregon State Laws (ORS 97.740, ORS 358.905-358.962, ORS 390.235, and OAR 736-051-0080) protecting significant archaeological sites on non-federal public lands; and with ORS 358.653, including consultation with the State Historic Preservation Office (SHPO), protecting all historical structures on the Property before any preservation, repair, stabilization, or ground disturbing activities occur.
6. That Grantee acknowledges it has examined the above-described Property to its own satisfaction and has formed its own opinion as to the condition (including environmental condition) and value thereof. Grantee has not relied on any statements or representations from Grantors or any person acting on behalf of Grantors concerning any of the following: the size or area of the Property or any of the parcels of the Property; the location of corners or boundaries of any parcel of the Property; the conditions of the Property, including but not limited to, environmental condition above or below the surface of the Property or compliance with environmental laws and other governmental requirements; the availability of services to the Property; the ability of Purchaser to use the Property or any portion thereof for any intended purpose; or any other matter affecting or relating to the Property or any portion thereof. Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time of closing,

AS IS, with all defects, if any. Except as otherwise agreed to, Grantee waives, releases and forever discharges Grantors of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property.

It is understood that the conditions, reservations, restrictions, and covenants herein set out have been considered in determining the amount of consideration of this conveyance.

The rights and remedies herein reserved or provided shall not be exclusive and shall not be in derogation of any other right or remedy which Grantor may have. The conditions and restrictions herein contained shall run with said land and shall forever bind Grantee and grantee's heirs, successors and assigns. Where any action is taken to enforce the above-mentioned conditions and restrictions, Grantor shall not be liable for any trespass or conversion as to any real or personal property. Where legal proceedings are commenced by Grantor to enforce the foregoing conditions and restrictions or for the recovery of the aforementioned removal or destruction costs, the successful party shall be entitled to reasonable attorney fees and court costs.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

Should Grantee or grantee's heirs, successors or assigns in interest fail to uphold any obligation or violate any term of the conditions, reservations, and restrictions herein, the Grantor or the Grantor's heirs, successors or assigns may reenter and terminate the estate hereby conveyed.

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

[Signature and acknowledgement on following page]

DATED this ____ day of _____, 2025.

State of Oregon, acting by and through the Oregon
Parks and Recreation Commission on behalf of the
Oregon Parks and Recreation Department

By: _____
Lisa Sumption, Director

ACKNOWLEDGEMENT

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on this ____ day of _____, 2025, by Lisa Sumption as the Director of the Oregon Parks and Recreation Department and authorized representative of the Oregon Parks and Recreation Commission, acting under authority granted to her by the Commission.

Notary Public for Oregon
My Commission Expires: _____

**APPROVAL OF CONVEYANCE
(ORS 93.808)**

This conveyance by Deed is accepted by Marion County on the _____ day of January, 2025.

_____	_____
Danielle Bethell, Chair	Date
_____	_____
Colm Willis, Commissioner	Date
_____	_____
Kevin Cameron, Commissioner	Date

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Colm Willis, Kevin Cameron, and Danielle Bethell as Commissioners of the Board of County Commissioners for Marion County.

Notary Public for Oregon
My Commission Expires: _____