# Application for a Permit to Use

For Department Use: App. Number: 9-18856

# Groundwater



Oregon Water Resources Department 725 Summer Street NE, Suite A Salem, Oregon 97301-1266 503-986-0900 www.oregon.gov/OWRD

# SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant					
NAME					PHONE (HM)
Claremont Golf Club (dba Claremont C					
PHONE (WK)	CEI	LL			FAX
(503) 614-8808					
ADDRESS					
15800 NW Country Club Dr.	000 4 000	Law			***************************************
CITY Portland	STATE OR	2IP 97229	E-MAIL* ronnutting@f	Frantier ear	n
Fortialid	OK	91229	Tomuting	Tolliter.col	П
Organization					
NAME			PHONE		FAX
ADDRESS					CELL
CITY	STATE	ZIP	E-MAIL*		
Agent- The agent is authorized to represent	the applic	cant in all r		this applica	ation.
AGENT / BUSINESS NAME			PHONE	006	FAX
William E. McGill, CWRE			(503) 510-3	026	
ADDRESS					CELL
15333 Pletzer Rd. SE	OTATE	ZID	E-MAIL*		
CITY Turner	STATE OR	ZIP 97392	willmcgill.sur	veving@g	nail com
Note: Attach multiple copies as needed	OK	71372	willinegiii.sui	veyingagi	nan.com
* By providing an e-mail address, consent is	given to r	eceive all	correspondence fr	om the Dep	artment electronically. (Paper
copies of the proposed and final order docume				•	
					RECEIVED
By my signature below I confirm that I					AUG 1 5 2019
<ul> <li>I am asking to use water specifically</li> </ul>			* *		
Evaluation of this application will be					
<ul> <li>I cannot use water legally until the W</li> <li>Oregon law requires that a permit be</li> </ul>					OWRD
<ul> <li>Oregon law requires that a permit be exempt. Acceptance of this application</li> </ul>			•		posed wen, unless the use is
If I get a permit, I must not waste was		ot guarant	c a permit win o	c issued.	
If development of the water use is not a second to the second to th		ng to the te	erms of the permi	t, the permit	can be cancelled.
The water use must be compatible w					
<ul> <li>Even if the Department issues a pern</li> </ul>	nit, I may	have to sto	op using water to	allow senio	r water-right holders to get
water to which they are entitled.					
<b>A</b>					
I (we) affirm that the information	contain	ed in this	application is	true and a	accurate.
Koleem Shout	KoL	401	100	WIL DAX	82 8-14-19
Applicant Signature	Prin	t Name and	I Title if applicab	le	Date 8-14-19
		. I mille ull	upprious		
Applicant Cianatura	D!	t Name and	Title if annii -1	lo.	Data
Applicant Signature	Prin	i ivaine and	d Title if applicab	10	Date

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#### **SECTION 2: PROPERTY OWNERSHIP**

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.
YES, there are no encumbrances.  YES, the land is encumbered by easements, rights of way, roads or other encumbrances.
NO, I have a recorded easement or written authorization permitting access.  NO, I do not currently have written authorization or easement permitting access.  NO, written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).  NO, because water is to be diverted, conveyed, and/or used only on federal lands.
Affected Landowners: List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. (Attach additional sheets if necessary).
Diversion Point: Wallabe Farms LLC, 13805 NW Thompson Rd., Portland, OR 97229

**Legal Description:**You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the

Conveyance: The water is conveyed on Washington County public right-of-way until the mainline leaves Kaiser

Rd. at which the conveyance is done across a 12' private easement before reaching Claremont property.

#### **SECTION 3: WELL DEVELOPMENT**

water is to be used as depicted on the map.

		IF LESS 7	ΓHAN 1 MILE:
WELL NO.	NAME OF NEAREST SURFACE WATER		
Thompson Rd. Well	Willow Creek	2,500'	45'

Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials(attach additional sheets if necessary).

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#### **SECTION 3: WELL DEVELOPMENT, continued**

Total maximum rate requested: 0.89 cfs (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

The table below must be completed for each source to be evaluated or the application will be returned. If this is an existing well, the information may be found on the applicable well log. (If a well log is available, please submit it in addition to completing the table.) If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner to obtain the necessary information.

										PR	OPOSED	USE	
OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL& DATE (IN FEET)	SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL- SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
Thomp- son Rd. Well		$\boxtimes$	WASH 60848		8"	+1'-508'		0'-448'	24' 12/31/03	Basalt	508'		

Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.

\*\*\*Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

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A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.

# SECTION 4: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species if your proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters.

the potential for substantial interference with nearby surface waters.			
To answer the following questions, use the map provided in <u>Attachment 3</u> or the link below to determine the proposed point of appropriation (POA) is located in an area where the Upper Columbia, the Lower and/or the Statewide public interest rules apply.			
For more detailed information, click on the following link and enter the TRSQQ or the Lat/Long of a localick on "Submit" to retrieve a report that will show which section, if any, of the rules apply: <a href="https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/">https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/</a>	POA and		
If you need help to determine in which area the proposed POA is located, please call the customer serve (503) 986-0801.	rice desk at		
<u>Upper Columbia - OAR 690-033-0115 thru -0130</u>			
Is the well or proposed well located in an area where the Upper Columbia Rules apply?			
☐ Yes ⊠ No			
If yes, you are notified that the Water Resources Department will consult with numerous federal, state tribal governmental entities so it may determine whether the proposed use is consistent with the "Colu Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the pand recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate mitigation for impacts may be needed to obtain approval for the proposed use.	mbia River protection		
If yes, and if the Department determines that proposed groundwater use has the potential for su interference with nearby surface waters:	bstantial		
<ul> <li>I understand that the permit, if issued, will not allow use during the time period April 15 to Se except as provided in OAR 690-033-0140.</li> </ul>	ptember 30,		
<ul> <li>I understand that the Department of Environmental Quality will review my application to dete proposed use complies with existing state and federal water quality standards.</li> </ul>	rmine if the		
<ul> <li>I understand that I willinstall and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition</li> </ul>			
	ECEIVE		
Lower Columbia - OAR 690-033-0220 thru -0230  Is the well or proposed well located in an area where the Lower Columbia rules apply?	UG 1 5 2019		
Yes No	OWRD		
If yes, and the proposed groundwater use is determined to have the potential for substantial inte			

If yes, and the proposed groundwater use is determined to have the potential for substantial interference with nearby surface watersyou are notified that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as

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appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

If yes, you will be required to provide the following information, if applicable.			
Yes NoThe proposed use is for more than <b>one</b> cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).			
If yes, provide a description of the measures to be taken to assure reasonably efficient water use:			
Statewide - OAR 690-033-0330 thru -0340	RECEIVED		
Is the well or proposed well located in an area wherethe Statewide rules apply?	AUG 1 5 2019		
∑ Yes ☐ No	OWRD		

If yes,and the proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters you are notified that the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve "no loss of essential habitat of threatened and endangered (T&E) fish species," or "no net loss of essential habitat of sensitive (S) fish species." If conditions cannot be identified that meet the standards of no loss of essential T E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

#### **SECTION 5: WATER USE**

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Pond Maintenance	Year-Round	26 AF

For irrigation use only: Please indicate the number of primary and supplemental acres to be irrigated(must match map).				
Primary:Acres	Supplemental:Acres			
If you listed supplemental acres, list the Permit or Certificate number of the underlying primary water right(s):				
Indicate the maximum total number of acre-feet you expect to use in an irrigation season:				

- If the use is municipal or quasi-municipal, attach Form M
- If the use is domestic, indicate the number of households: (Exempt Uses: Please note that 15,000 gallons per day
  for single or group domestic purposes and 5,000 gallons per day for a single industrial or commercial purpose are exempt from
  permitting requirements.)

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•	If the use is <b>mining</b> , describe what is being mined and the method(s) of extraction(an necessary):	ttach additional sheets if
SE	CTION 6: WATER MANAGEMENT	
A.	<b>Diversion and Conveyance</b> What equipment will you use to pump water from your well(s)?	
	Provide a description of the proposed means of diversion, construction, and operation and conveyance of water. 50 HP submersible to 6" buried mainline that delivers water.	
B.	Application Method What equipment and method of application will be used? (e.g., drip, wheel line, high sprinkler)(attach additional sheets if necessary)  N/A	-pressure
C.	Conservation  Please describe why the amount of water requested is needed and measures you prop measure the amount of water diverted; prevent damage to aquatic life and riparian had discharge of contaminated water to a surface stream; prevent adverse impact to public waters(attach additional sheets if necessary).  The amount of water requested is needed for pond maintenance. Pond level will be measured to surrounding environment.	bitat; prevent the c uses of affected surface
SE	CTION 7: PROJECT SCHEDULE	
	<ul> <li>a) Date construction will begin: <u>Existing system.</u></li> <li>b) Date construction will be completed: <u>Existing system.</u></li> <li>c) Date beneficial water use will begin: <u>Upon permit issuance.</u></li> </ul>	AUG 1 5 2019  OWRD
SE	CTION 8: RESOURCE PROTECTION	
acti requ	granting permission to use water the state encourages, and in some instances requires, vities that may affect adjacent waterway or streamside area. See instruction guide for uirements from other agencies. Please indicate any of the practices you plan to undertaburces.	a list of possible permit
	Water quality will be protected by preventing erosion and run-off of waste or chemic Describe: System is all connected by buried line allowing circulation and preventing	
	Excavation or clearing of banks will be kept to a minimum to protect riparian or streat Note: If disturbed area is greater than one acre, applicant should contact the Oregon Environmental Quality to determine if a 1200C permit is required.  Describe planned actions and additional permits required for project implementation: clearing involved with the project.	Department of
	Other state and federal permits or contracts required and to be obtained, if a water right List:	nt permit is granted:
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SECTION 9: WITHIN A DISTRICT						
Check here if the point of appropriation (POA) or place of use (POU) are located within or served by an irrigation or other water district.						
Irrigation District Name	Address	00-00-00-00-00-00-00-00-00-00-00-00-00-				
City	State	Zip				
		Name of the state				
SECTION 10: REMARKS						
Use this space to clarify any information you have provided in the application (attach additional sheets if necessary).						

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# **Minimum Requirements Checklist**

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

# Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

$\boxtimes$	SECTION 1:	Applicant Information and Signature
$\boxtimes$	<b>SECTION 2:</b>	Property Ownership
$\boxtimes$	<b>SECTION 3:</b>	Well Development
$\boxtimes$	<b>SECTION 4:</b>	Sensitive, Threatened or Endangered Fish Species Public Interest Information
$\boxtimes$	SECTION 5:	Water Use
	<b>SECTION 6:</b>	Water Management
$\boxtimes$	SECTION 7:	Project Schedule
	<b>SECTION 8:</b>	Resource Protection
$\boxtimes$	SECTION 9:	Within a District
	SECTION 10:	Remarks

#### Include the following additional items:

- ☐ Land Use Information Form with approval and signature of local planning department (*must be an original*) or signed receipt.
- Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.
- Fees Amount enclosed: \$2,210 See the Department's Fee Schedule at <a href="https://www.oregon.gov/owrd">www.oregon.gov/owrd</a> or call (503) 986-0900.
- Map that includes the following items:

supplemental irrigation, or nursery

$\boxtimes$	Permanent quality and drawn in ink	RECEIVED
$\boxtimes$	Even map scale not less than $4" = 1$ mile (example: $1" = 400$ ft, $1" = 1320$ ft, etc.)	AUG 1 5 2019
$\boxtimes$	North Directional Symbol	7100 2 0 20.0
$\boxtimes$	Township, Range, Section, Quarter/Quarter, Tax Lots	OWRD
$\boxtimes$	Reference corner on map	
$\boxtimes$	Location of each diversion, by reference to a recognized public land survey corner (disnorth/south and east/west)	tances
$\boxtimes$	Indicate the area of use by Quarter/Quarter and taxlot identified clearly.	
$\boxtimes$	Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary	y irrigation,

□ Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)

Note: In addition to a groundwater application, a standard reservoir application is required to store groundwater in a reservoir. If an applicant proposes to divert water from a reservoir, a surface water application is also required.

# Land Use Information Form



Oregon Water Resources Department 725 Summer Street NE, Suite A Salem, Oregon 97301-1266 503-986-0900 www.oregon.gov/OWRD

# NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

#### This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; OR
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or groundwater registration modification, and all of the following apply:
  - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
  - b) The application involves a change in place of use only;
  - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
  - d) The application involves irrigation water uses only.

# NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land use form and return it to the WRD. If no land use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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# **Land Use Information Form**



Oregon Water Resources Department 725 Summer Street NE, Suite A Salem, Oregon 97301-1266 503-986-0900 www.oregon.gov/OWRD

#### **Applicant**

NAME	PHONE (HM)			
Claremont Golf Club (dba Claremont C				
PHONE (WK)	CEL	L	FAX	
(503) 614-8808				
ADDRESS				
15800 NW Country Club Dr.				
CITY	STATE	ZIP	E-MAIL*	
Portland	OR	97229	ronnutting@frontier.com	

#### A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	1/4 1/4	Tax Lot#	Plan Designation (e.g., Rural Residential/RR-5)		Water to be:		Proposed Land Use:
1N	1W	20	NESW NWSW SESW	1000	0000	Diverted	Conveyed	☑ Used	reservoir
1N	1W	20	SWSW SESW	1003	0000	Diverted	Conveyed	☑ Used	reservoir
1N	1W	20	swsw	2300	0000	☐ Diverted	Conveyed	☑ Used	reservoir
1N	1W	29	NENW	1003 (Sec. 20)	0000	Diverted	☐ Conveyed	☑ Used	reservoir
1N	1W	29	NENW NWNW	2300 (Sec. 20)	0000	Diverted	☐ Conveyed	☑ Used	reservoir
1N	1W	29	NENW	3300	0000	☐ Diverted	☐ Conveyed	☑ Used	reservoir
1N	1W	29	NENW	3200	0000	Diverted	Conveyed	☑ Used	reservoir
1N	1W	28	SWNE	1601	1000	□ Diverted	Conveyed	Used	POA

List all counties and cities where water is proposed to bediverted, conveyed, and/or used or developed:

Washington County

#### **B. Description of Proposed Use** Type of application to be filed with the Water Resources Department: Permit to Use or Store Water ☐ Water Right Transfer Permit Amendment or Groundwater Registration Modification Limited Water Use License ☐ Allocation of Conserved Water ☐ Exchange of Water Source of water: Reservoir/Pond **⊠**Groundwater Surface Water (name) Estimated quantity of water needed: 0.89\square cubic feet per second gallons per minute acre-feet Intended use of water: ☐ Irrigation □ Commercial ■Industrial Domestic for \_\_\_\_ household(s) ☐Quasi-Municipal Instream ■ Municipal Other Pond Maintenance Briefly describe: It is proposed to pump Thompson Rd. Well (WASH 60848) for maintenance of eight ponds at Claremont Golf Club. " Juni 100

**Note to applicant:** If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

# For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local landuse plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box be	low and provide the requested	d informat	ion AUG 1 5 2019	
Land uses to be served by the proposed water notregulated by your comprehensive plan. C		) are allowed	d outright or are WRD	
Land uses to be served by the proposed water useapprovals as listed in the table below. (Pl havealready been obtained. Record of Action have been obtained but all appeal periods	ease attach documentation of applicable n/land use decision and accompanying	e land use ap findings are	provals which	
Type of Land Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Lan	d Use Approval:	
Casefile 89-246-PD	CDC Section 430-51	Obtained Denied	☐Being Pursued ☐Not Being Pursued	
		☐Obtained ☐Denied	☐ Being Pursued ☐ Not Being Pursued	
		☐Obtained ☐Denied	☐Being Pursued ☐Not Being Pursued	
		☐Obtained ☐Denied	☐ Being Pursued ☐ Not Being Pursued	
		☐Obtained ☐Denied	☐Being Pursued ☐Not Being Pursued	
Department regarding this proposed use of water	er below, or on a separate sheet.			
NAME Jacob Couppee	T NIONE:	TITLE:	iche Planner	
GOVERNMENT ENTITY  PHONE:  SO3-846-8193  DATE:  8/14/19				
Was hing on	County			
Note to local government representative: Please you sign the receipt, you will have 30 days from Use Information Form or WRD may presume the comprehensive plans.	the Water Resources Department's no	tice date to red d use of wate	eturn the completedLand or is compatible withlocal	
Receipt for F	Request for Land Use Inform		- Change	
Applicant name:				
City or County:	Staff contact:			
Signature:	Phone:	Dat	e:	

#### STATE OF OREGON

### **WASH 60848**

PARK MINER		4 504	44 10		
-	-	nee	597 2	(A)	

WELL LD. # L 64521 **START CARD # 159714** 

Section for completing this report are on the last						
(1) LAND OWNER WEB NO. Name CLAREMONT GOLF CLUB INC.	mber	(9) LOCATION (				
Address 12555 S.W. HALL BLVD.			ngton LatitudeN or S Ras			
TOTONDO TOTO	<b>2</b> 97223	Section 28	NE W	NW		W ME.
(2) TYPE OF WORK			Lot Bi			
☑ New Well ☐ Deopening ☐ Alteration (repnin/recondit	ion) [] Abandonment					
(3) DRILL METHOD:		N.W. Thomp	Well (or measure additions on Rd. Po)	rtland, Or	97229	
☐ Rotary Air ☐ Rotary Mud ☐ Cable ☐ Auger		(10) STATIC WAT			<del>yaradan ingkraspi</del> o	
Other			below land surface		Date 12-	-31-03
(4) PROPOSED USE:		Artesian pressure	lb. pe	er square inch	Date	
□ Domestic □ Community □ Industrial □ Irrigatio		(11) WATER BEA	RING ZONES:			-
☐ Thermal ☐ Injection ☐ Livestock ☐ Other_		Depth at which water	was form formal	448		
(5) BORE HOLE CONSTRUCTION: Special Construction approvel [] Yes [] No Depth of Co	508 a		-			
Explosives used TYes No TypeA		Press.	<b>B</b>	Estimated		SWL
HOLE SEAL		448	508	500+		24'
Blamster From To Madurial From To	Sacks or pounds			+		+
14" 0 58 Cement 0 58 12" 58 427 58 120			<del></del>	DECE	VED	<del>                                     </del>
8" 427 508 Cement 380 448	The state of the s			HEUE	VED	
0 1427 300 Cellette 300 446	SU SKS	(12) WELL LOG:		AUG 1 5	2010	
How was seal placed: Method □A 図B 図	C DD DE		und Elevation	AUU I 3	2013	
Other	- P			230071		T
Backfill placed from 120 ft. to 380 ft. Materia		Made		Prode//	I) To	SWL
Gravel placed fromR. Size of	Bassel	Brn clay		0	6	
(6) CASING/LINER: Diseaser Press To Googe Steel Plantic	Welded Threaded	Gry Clay		6	25	
	Webled Threaded	Brn cly w/gr Gry brn cly		25	68 224	
8" +1 427 250 🛭		Brn clay		224	295	
	ä ö	Soft brn dec		The state of the s	419	
		Gry brn basa		419	431	
Liber:		Gry basalt w				
		stone.		431	433	
Drive Shoe used   Inside   Outside   Mone Final location of shoe(s)		Gry blk basa	lt	433	448	
(7) PERFORATIONS/SCREENS:		Gry basalt	· · · · · · · · · · · · · · · · · · ·	448	464	24'
Perforations Method		Gry-gry blk	basalt	464	508	24'
Screens TypeMass	Fiel			DE	FIV	-
Stat Tele/pip	Cooling Liner	Wale the sec	Ens Estes		CIV	-0-
		Hole was cent redrilled fr				
		448'	GII 427 CO	JAN	1 4 200	<b>4</b> . ,
				WATER RE	SOURCE	- north
	_ 0 0			SALE	M. OREG	M
(8) WELL TESTS: Minimum testing time is 1 ha		Date started 11-24	-03 Co	mpleted 12-3		
	Flowing	(unbended) Water Wel				
☐ Panap ☐ Beiler ☐ Air Yield gelfenin Drawdown Drift steen at	Artesian Time		k I performed on the			
	1 br. 3	ment of this well is in or standards. Materials use				
200 26 350 62	4Hr	knowledge and belief.	0	MARC M.	1/02	
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Resuperature of water 54°F Depth Artesian Flow F		(beaded) Water Well C	contracted Correla	diea:		
Was a water analysis done? Depth Artesian Plow P		I accept responsibilit	y for the construction			
Did any strata contain water not suitable for intended use?	☐ Too little	performed on this well d performed during this tig				k
Salty Muddy Odor Ocolored Other		construction standards. T	his report is true to the	he best of my know	wledge and be	tief.
Depth of strata:		05	du	WWC Num	ter 1266	104
		Signed	gov-	D	= 1/1-/	

After recording return to:

Claremont Civic Association 15800 NW Country Club Dr. Portland, OR 97229

Send tax statements to: Claremont Civic Association 15800 NW Country Club Dr. Portland, OR 97229 Washington County, Oregon

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\$30.00 \$11.00 \$5.00 \$15.00

\$61.00

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

> Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio

## STATUTORY SPECIAL WARRANTY DEED ORS 93.855

CLAREMONT GOLF CLUB, INC. an Oregon nonprofit corporation (Grantor), conveys and warrants to CLAREMONT CIVIC ASSOCIATION, an Oregon nonprofit corporation (Grantee), the real property in Washington County, Oregon, described on attached <a href="Exhibit A">Exhibit A</a>, free of encumbrances created or suffered by Grantor, except as specifically set forth herein.

SUBJECT to the matters set forth on attached Exhibit B.

For valuable consideration, the sufficiency is hereby acknowledged.

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 LOPPARTMENT 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.

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Page 1 - STATUTORY SPECIAL WARRANTY DEED

DATED this 27 day of December 2012. CLAREMONT GOLF CLUB, INC., An Oregon nonprofit corporation: STATE OF OREGON **COUNTY OF WASHINGTON** This instrument was acknowledged before me on DEC. 27, 2012 by GLORGIE R. THURSTOW, as PRESIDENT of Claremont Golf Club, Inc., an Oregon nonprofit corporation. DATED this 27 day of December 2012. NOTARY PUBLIC in and for the State of Oregon, My commission expires: \\\ \\_3.2013 OFFICIAL SEAL ROBERT J N FREEMAN NOTARY PUBLIC - OREGON COMMISSION NO. 434033 MY COMMISSION EXPIRES JAN. 3, 2013

Page 2 - STATUTORY SPECIAL WARRANTY DEED

#### Exhibit "A"

Real property in the County of Washington , State of Oregon, described as follows:

#### PARCEL I:

The following described tract of land being a portion of Tract "A", of the CLAREMONT Plat and all of Tract "F" of the CLAREMONT TOWNHOMES Plat. All being situated in the Northwest one-quarter of Section 29, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon.

Beginning at the Northwest corner of Lot 1, of the CLAREMONT HOMES Plat, thence along the Easterly boundary of that private roadway easement as shown on the last said plat and as set forth in Deed Recording No. 94-049839 North 05° 19' 21" West 25.53 feet; thence along the arc of a 94.00 foot radius curve to the right having a central angle of 30° 00' 00" (the chord of which bears North 09° 40' 39" East 48.66 feet) an arc distance of 49.22 feet; thence North 24° 40' 39" East 28.55 feet; thence North 12° 40' 39" East 52.14 feet; thence leaving the said easement boundary, South 73° 22' 00" East 58.95 feet; thence South 16° 38' 00" West 46.00 feet; thence South 31.75 feet; thence North 88° 00' 00" East 30.66 feet; thence South 13° 00' 00" East 48.00 feet; thence along the arc of a 33.00 foot radius curve to the left having a central angle of 119° 00' 00" (the chord of which bears South 72° 30' 00" East 56.87 feet) an arc distance of 68.54 feet; thence North 48° 00' 00" East 35.00 feet; thence North 29° 30' 00" East 18.76 feet; thence North 11.46 feet; thence North 40° 00' 00" East 51.53 feet; thence South 79° 00' 00" East 8.00 feet; thence North 85° 00' 00" East 13.00 feet; thence North 58° 00' 00" East 13.00 feet; thence North 39° 00' 00" East 14.00 feet; thence North 22° 00' 00" East 15.00 feet; thence North 27° 00' 00" West 30.00 feet; thence North 57° 30' 00" East 101.00 feet to the Westerly adjusted lot line of Lot 25, CLAREMONT as described in Deed Recorded No. 91-071843; thence along last said line South 34° 36' 16" East 60.63 feet to the Southeast corner of said adjusted lot line; thence North 49° 09' 28" East 5.03 feet to the Southwest corner of Lot 26, CLAREMONT; thence along the Southerly line of Lots 26 through 32, CLAREMONT South 47° 04' 48" East 74.54 feet; thence South 59° 33' 20" East 74.54 feet; thence South 72° 01' 52" East 74.54 feet; thence South 84° 22' 19" East 73.15 feet; thence South 89° 50' 35" East 177.58 feet to the Westerly curve 45 foot right of way line of NW Bethany Boulevard as described in dedication Recorded No. 94-011269; thence along last line on the arc of an 885.00 foot radius curve to the right having a central angle of 13° 57' 52" (the chord of which bears South 12° 48' 39" West 215.16 feet) an arc distance of 215.70 feet to the Northeast corner of Tract "H" in the CLAREMONT TOWNHOMES; thence along the Northerly and Easterly lines of Lots 1 through 23 and Tract "H" of the CLAREMONT TOWNHOMES Plat North 77° 20' 51" West 110.60 feet; thence South 79° 45' 47" West 213.22 feet; thence North 85° 06' 07" West 87.79 feet; thence North 55° 55' 11" West 101.82 feet; thence North 82° 28' 17" West 113.30 feet; thence North 78° 20' 12" West 57.99 feet; thence North 17° 01' 13" West 59.91 feet; thence North 08° 46' 54" West 76.90 feet to the Northeast corner of Lot 1; thence South 82° 29' 09" West 97.86 feet to the point of beginning.

PARCEL II:

Tract "B", CLAREMONT, in the County of Washington and State of Oregon.

PARCEL III:

Tract "C", CLAREMONT, in the County of Washington and State of Oregon.

PARCEL IV:

Lot 19, CLAREMONT, in the County of Washington and State of Oregon.

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#### PARCEL V:

Lot 296, CLAREMONT NO. 5, in the County of Washington and State of Oregon.

#### PARCEL VI:

The following described tract of land being a portion of that land as described in Deed Recording Nos. 94-082837 and 89-48189 being situated in the South West one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon.

Beginning at the Northeast corner of Lot 147 of the CLAREMONT NO. 3 Plat; thence along the Northerly boundary of CLAREMONT NO. 3 South 81° 49' 48" West 124.29 feet to the Northwest corner of Lot 146; thence North 71° 04' 38" West 113.88 feet to the Northwest corner of Lot 144; thence North 63° 00' 00" West 342.69 feet to the Northwest corner of Lot 138 on the East line of the CLAREMONT NO. 2 Plat: thence along the Easterly and Northerly lines of CLAREMONT NO. 2, North 27° 00' 00" East 53.17 feet to an angle corner in the East line of Lot 129; thence North 17° 00' 00" East 325.24 feet to the Northeast corner of Lot 126; thence North 73° 00' 00" West 81.84 feet to the Northwest corner of Lot 126; thence South 89° 18' 40" West 230.41 feet to the Northwest corner of Lot 123; thence South 68° 16' 22" West 192.63 feet to the Northwest corner of Lot 120; thence South 64° 29' 44" West 485.41 feet to the Northwest corner of Lot 112 on the Easterly right of way line of NW Canterwood Way; thence along last said line on the arc of a 477.00 foot radius curve to the right having a central angle of 13° 04' 27" (the chord of which bears North 23° 35' 31" West 108.61 feet) an arc distance of 108.85 feet to the Southwest corner of Lot 251 of the CLAREMONT NO. 4 Plat; thence along the Southerly line of last said plat North 54° 15' 57" East 157.83 feet to the Southeast corner of Lot 250; thence North 50° 38' 00" East 56.00 feet to the Southeast corner of Lot 249; thence leaving the plat boundary North 45° 42' 22" East 58.22 feet; thence North 50° 38' 00" East 406.00 feet; thence North 85° 41' 56" East 40.00 feet; thence South 89° 54' 38" East 507.29 feet; thence North 00° 05' 22" East 118.00 feet; thence South 89° 54' 38" East 81.20 feet; thence North 21° 07' 37" East 20.97 feet; thence North 00° 05' 22" East 22.00 feet; thence South 81° 25' 40" East 67.24 feet to the West line of Tract "T" on the West line of the CLAREMONT NO. 5 Plat; thence along last said line South 26° 44' 23" West 23.43 feet to the Southwest corner of Tract "T"; thence South 63° 15' 37" East 15.00 feet to the Southeast corner of Tract "T"; thence South 06° 51' 04" West 86.93 feet to the Northwest corner of Lot 293; thence South 00° 09' 25" West 513.50 feet to an angle corner on the West line of Lot 285; thence South 34° 04' 56" East 260.87 feet to the Northwest corner of Lot 280; thence South 08° 35' 12" East 113.30 feet to the point of beginning.

EXCEPTING THEREFROM the following described property:

Beginning at the Southwest corner of Lot 297, CLAREMONT NO. 6, thence along the South line of said lot; South 89° 54' 38" East 48.97 feet to an angle corner in said lot; thence North 21° 07' 37" East 20.97 feet to an angle corner in said lot; thence along the East line of said lot North 00° 05' 22" East 22.00 feet to the Southwest corner of Tract "U", CLAREMONT NO. 6; thence along the South line of Tract "U", South 81° 25' 40" East 6.77 feet; thence parallel with the East line of said lot, South 00° 05' 22" West 28.85 feet; thence South 16° 02' 59" West 18.43 feet; thence parallel with the South line of said lot, North 89° 54' 38" West 57.63 feet; thence North 00° 05' 22" East 6.00 feet to the point of beginning.

#### PARCEL VII:

A tract of land on the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:

Beginning at the intersection of the West line of said Section 20, and the Northeasterly right of way line of NW West Union Road (County Road 1175) said point being 30.00 feet from the center line thereof and bearing North 00° 25' 20" East 881.05 feet from the Southwest corner of said Section 20; thence continuing North 00° 25' 20" East 233.79 feet to the most Southerly corner of that land described in Deed to Portland General Electric Company (PGE) recorded in Book 486, Page 412; thence along the East line of said PGE land North 12° 08' 16" East 889.16 feet to the North line of that land described in Fee No. 81-026291; thence along last said North line South 89° 54' 38" East 113.00 feet; thence South 179.55 feet; thence South 73° 17' 06" East 271.76 feet; thence South 85° 42' 08" East 80.00 feet; thence South 36° 19' 56" East 45.83 feet; thence South 16° 20' 00" East 540.00 feet; thence North 73° 40' 00" East 100.44 feet to a point on the arc of a curve; thence along the arc of a 523.00 foot radius curve to the left with a central angle of 01° 39' 52" (the chord of which bears South 25° 26' 07" East 15.19 feet) the arc distance of 15.19 feet being the right of the chord; thence South 73° 40' 00" West 102.84 feet; thence South 03° 06' 58" East 142.46 feet; thence South 34° 50' 00" West 226.84 feet; thence North 33° 50' 18" West 255.19 feet; thence North 15° 51' 30" West 85.80 feet; thence North 547.69 feet; thence North 21° 54' 33" East 50.00 feet; thence North 73° 17' 06" West 265.89 feet; thence South 782.19 feet; thence South 31° 43' 00" East 532.00 feet; thence North 75° 45' 15" East 70.00 feet to a point on the arc of a curve; thence along the arc of a 280.00 foot radius curve to the left with a central angle of 11° 13' 09" (the chord of which bears South 19° 51' 20" East 54.74 feet) the arc distance of 54.83 feet being to the right of the chord; thence along the arc of a 195 foot radius curve to the right with a central angle of 72° 45' 05" (the chord of which bears South 10° 54' 38" West 231.30 feet) the arc distance of 247.60 feet being to the left of the chord; thence South 47° 17' 11" West 40.00 feet to a point on the Northeasterly right of way line of said NW West Union Road; thence along said right of way line North 42° 42' 49" West 954.11 feet to the point of beginning.

EXCEPTING THEREFROM that portion of the herein described property lying within the plat of CLAREMONT NO. 4.

#### PARCEL VIII:

All that portion of the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, the Paul D. Shackleford Donation Land Claim No. 61 and Government Lot 1 of Section 29, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, lying Northeasterly of the Northeasterly right of way line of the Northwest West Union Road, also known as County Road No. 1175.

EXCEPTING THEREFROM that portion of the herein described property lying Northerly and Westerly of the Southerly and Easterly lines of NW Claremont Drive;

AND FURTHER EXCEPTING THEREFROM that portion of the herein described property lying within the plats of CLAREMONT, CLAREMONT NO. 2, CLAREMONT NO. 3, and CLAREMONT TOWNHOMES;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed recorded January 12, 1993, as Recorder's Fee No. 93002494;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed recorded January 12, 1993 as Recorder's Fee No. 93002495;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to George J. Marshall recorded December 27, 1991 as Recorder's Fee No. 91071844;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to Patty L. Smith recorded December 27, 1991 as Recorder's Fee No. 91071845;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to Claremont Limited Partnership, an Oregon limited partnership, recorded December 27, 1991 as Recorder's Fee No. 91071846;

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AND FURTHER EXCEPTING THEREFROM the following described property:

Beginning at a point located North 64° 30' 00" West 6.00 feet from the Southwest corner of Lot 75, CLAREMONT, said point being the Southwest corner of Deed as Recording No. 91-071844; thence North 64° 30' 00" West 6.00 feet; thence parallel with the West line of said Lot 75, North 25° 30' 00" East 134.00 feet; thence parallel with the North line of said Lot 75 South 64° 30' 00" East 72.50 feet; thence South 64° 10' 00" East 6.00 feet the Northeast corner of said Lot 75; thence along the North line of said Lot 75, North 64° 30' 00" West 66.50 feet to the Northwest corner of Deed as Recording No. 91-071844; thence South 25° 30' 00" West 128.00 feet to the point of beginning.

#### PARCEL IX:

A parcel of land in the Northwest one-quarter of the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, said parcel being more particularly described as follows:

Beginning at an iron pipe on the Northwest corner of that certain tract of land in Section 20, Township 1 North, Range 1 West of the Willamette Meridian, described in Book 407, Page 49, Washington County Deed Records; running thence South on the West line of said tract of land 869.59 feet; thence North 10° 53' East 875.24 feet to a point in the North line of said tract of land; thence along the North line of said tract of land North 87° 11' West 175.7 feet to the place of beginning.

#### PARCEL X:

Tracts N, O and P, CLAREMONT NO. 4, in the County of Washington and State of Oregon.

#### PARCEL XI:

Tracts S and T, CLAREMONT NO. 5, in the County of Washington and State of Oregon.

#### **EASEMENT PARCEL ONE:**

A nonexclusive right of use for parking lot under Right of Use Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037435, subject to the terms and provisions therein.

#### **EASEMENT PARCEL TWO:**

A nonexclusive easement for right of way under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037438, subject to the terms and provisions therein and appurtenant to the property described therein.

#### EASEMENT PARCEL THREE:

A nonexclusive easement for utility and irrigation systems under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037439, subject to the terms and provisions therein and appurtenant to the property described therein.

#### EASEMENT PARCEL FOUR:

A nonexclusive easement for stone wall under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037441, subject to the terms and provisions therein and appurtenant to the property described therein.

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After recording return to:

Claremont Civic Association 15800 NW Country Club Dr. Portland, OR 97229

Send tax statements to: Claremont Civic Association 15800 NW Country Club Dr. Portland, OR 97229 Washington County, Oregon

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I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

> Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio

## STATUTORY SPECIAL WARRANTY DEED ORS 93.855

CLAREMONT GOLF CLUB, INC. an Oregon nonprofit corporation (Grantor), conveys and warrants to CLAREMONT CIVIC ASSOCIATION, an Oregon nonprofit corporation (Grantee), the real property in Washington County, Oregon, described on attached <a href="Exhibit A"><u>Exhibit A</u></a>, free of encumbrances created or suffered by Grantor, except as specifically set forth herein.

SUBJECT to the matters set forth on attached Exhibit B.

For valuable consideration, the sufficiency is hereby acknowledged.

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.

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Page 1 - STATUTORY SPECIAL WARRANTY DEED

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DATED this 27 day of December 2012.
CLAREMONT GOLF CLUB, INC., An Oregon nonprofit corporation:
By: Songe R. Thurston
STATE OF OREGON )
) ss. COUNTY OF WASHINGTON )
This instrument was acknowledged before me on DEC. 27, 2012 by GITORGIE R. THURSTON, as PRESIDENT of Claremont Golf Club, Inc., an Oregon nonprofit corporation.
DATED this 27 day of December 2012.
Poll N. Sheman
NOTARY PUBLIC in and for the State of Oregon,  My commission expires: \( \( \) \( \) \( \) \( \) \( \)
OFFICIAL SEAL ROBERT J N FREEMAN NOTARY PUBLIC - OREGON COMMISSION NO. 434033 MY COMMISSION EXPIRES JAN. 3, 2013

Page 2 - STATUTORY SPECIAL WARRANTY DEED

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#### Exhibit "A"

Real property in the County of Washington , State of Oregon, described as follows:

#### PARCEL I:

The following described tract of land being a portion of Tract "A", of the CLAREMONT Plat and all of Tract "F" of the CLAREMONT TOWNHOMES Plat. All being situated in the Northwest one-quarter of Section 29, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon.

Beginning at the Northwest corner of Lot 1, of the CLAREMONT HOMES Plat, thence along the Easterly boundary of that private roadway easement as shown on the last said plat and as set forth in Deed Recording No. 94-049839 North 05° 19' 21" West 25.53 feet; thence along the arc of a 94.00 foot radius curve to the right having a central angle of 30° 00' 00" (the chord of which bears North 09° 40' 39" East 48.66 feet) an arc distance of 49.22 feet; thence North 24° 40' 39" East 28.55 feet; thence North 12° 40' 39" East 52.14 feet; thence leaving the said easement boundary, South 73° 22' 00" East 58.95 feet; thence South 16° 38' 00" West 46.00 feet; thence South 31.75 feet; thence North 88° 00' 00" East 30.66 feet; thence South 13° 00' 00" East 48.00 feet; thence along the arc of a 33.00 foot radius curve to the left having a central angle of 119° 00' 00" (the chord of which bears South 72° 30' 00" East 56.87 feet) an arc distance of 68.54 feet; thence North 48° 00' 00" East 35.00 feet; thence North 29° 30' 00" East 18.76 feet; thence North 11.46 feet; thence North 40° 00' 00" East 51.53 feet; thence South 79° 00' 00" East 8.00 feet; thence North 85° 00' 00" East 13.00 feet; thence North 58° 00' 00" East 13.00 feet; thence North 39° 00' 00" East 14.00 feet; thence North 22° 00' 00" East 15.00 feet; thence North 27° 00' 00" West 30.00 feet; thence North 57° 30' 00" East 101.00 feet to the Westerly adjusted lot line of Lot 25, CLAREMONT as described in Deed Recorded No. 91-071843; thence along last said line South 34° 36' 16" East 60.63 feet to the Southeast corner of said adjusted lot line; thence North 49° 09' 28" East 5.03 feet to the Southwest corner of Lot 26, CLAREMONT; thence along the Southerly line of Lots 26 through 32, CLAREMONT South 47° 04' 48" East 74.54 feet; thence South 59° 33' 20" East 74.54 feet; thence South 72° 01' 52" East 74.54 feet; thence South 84° 22' 19" East 73.15 feet; thence South 89° 50' 35" East 177.58 feet to the Westerly curve 45 foot right of way line of NW Bethany Boulevard as described in dedication Recorded No. 94-011269; thence along last line on the arc of an 885.00 foot radius curve to the right having a central angle of 13° 57' 52" (the chord of which bears South 12° 48' 39" West 215.16 feet) an arc distance of 215.70 feet to the Northeast corner of Tract "H" in the CLAREMONT TOWNHOMES; thence along the Northerly and Easterly lines of Lots 1 through 23 and Tract "H" of the CLAREMONT TOWNHOMES Plat North 77° 20' 51" West 110.60 feet; thence South 79° 45' 47" West 213.22 feet; thence North 85° 06' 07" West 87.79 feet; thence North 55° 55' 11" West 101.82 feet; thence North 82° 28' 17" West 113.30 feet; thence North 78° 20' 12" West 57.99 feet; thence North 17° 01' 13" West 59.91 feet; thence North 08° 46' 54" West 76.90 feet to the Northeast corner of Lot 1; thence South 82° 29' 09" West 97.86 feet to the point of beginning.

#### PARCEL II:

Tract "B", CLAREMONT, in the County of Washington and State of Oregon.

PARCEL III:

Tract "C", CLAREMONT, in the County of Washington and State of Oregon.

PARCEL IV:

Lot 19, CLAREMONT, in the County of Washington and State of Oregon.



#### PARCEL V:

Lot 296, CLAREMONT NO. 5, in the County of Washington and State of Oregon.

#### PARCEL VI:

The following described tract of land being a portion of that land as described in Deed Recording Nos. 94-082837 and 89-48189 being situated in the South West one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon.

Beginning at the Northeast corner of Lot 147 of the CLAREMONT NO. 3 Plat; thence along the Northerly boundary of CLAREMONT NO. 3 South 81° 49' 48" West 124.29 feet to the Northwest corner of Lot 146; thence North 71° 04' 38" West 113.88 feet to the Northwest corner of Lot 144; thence North 63° 00' 00" West 342.69 feet to the Northwest corner of Lot 138 on the East line of the CLAREMONT NO. 2 Plat; thence along the Easterly and Northerly lines of CLAREMONT NO. 2, North 27° 00' 00" East 53.17 feet to an angle corner in the East line of Lot 129; thence North 17° 00' 00" East 325.24 feet to the Northeast corner of Lot 126; thence North 73° 00' 00" West 81.84 feet to the Northwest corner of Lot 126; thence South 89° 18' 40" West 230.41 feet to the Northwest corner of Lot 123; thence South 68° 16' 22" West 192.63 feet to the Northwest corner of Lot 120; thence South 64° 29' 44" West 485.41 feet to the Northwest corner of Lot 112 on the Easterly right of way line of NW Canterwood Way; thence along last said line on the arc of a 477.00 foot radius curve to the right having a central angle of 13° 04' 27" (the chord of which bears North 23° 35' 31" West 108.61 feet) an arc distance of 108.85 feet to the Southwest corner of Lot 251 of the CLAREMONT NO. 4 Plat; thence along the Southerly line of last said plat North 54° 15' 57" East 157.83 feet to the Southeast corner of Lot 250; thence North 50° 38' 00" East 56.00 feet to the Southeast corner of Lot 249; thence leaving the plat boundary North 45° 42' 22" East 58.22 feet; thence North 50° 38' 00" East 406.00 feet; thence North 85° 41' 56" East 40.00 feet; thence South 89° 54' 38" East 507.29 feet; thence North 00° 05' 22" East 118.00 feet; thence South 89° 54' 38" East 81.20 feet; thence North 21° 07' 37" East 20.97 feet; thence North 00° 05' 22" East 22.00 feet; thence South 81° 25' 40" East 67.24 feet to the West line of Tract "T" on the West line of the CLAREMONT NO. 5 Plat; thence along last said line South 26° 44' 23" West 23.43 feet to the Southwest corner of Tract "T"; thence South 63° 15' 37" East 15.00 feet to the Southeast corner of Tract "T"; thence South 06° 51' 04" West 86.93 feet to the Northwest corner of Lot 293; thence South 00° 09' 25" West 513.50 feet to an angle corner on the West line of Lot 285; thence South 34° 04' 56" East 260.87 feet to the Northwest corner of Lot 280; thence South 08° 35' 12" East 113.30 feet to the point of beginning.

## EXCEPTING THEREFROM the following described property:

Beginning at the Southwest corner of Lot 297, CLAREMONT NO. 6, thence along the South line of said lot; South 89° 54' 38" East 48.97 feet to an angle corner in said lot; thence North 21° 07' 37" East 20.97 feet to an angle corner in said lot; thence along the East line of said lot North 00° 05' 22" East 22.00 feet to the Southwest corner of Tract "U", CLAREMONT NO. 6; thence along the South line of Tract "U", South 81° 25' 40" East 6.77 feet; thence parallel with the East line of said lot, South 00° 05' 22" West 28.85 feet; thence South 16° 02' 59" West 18.43 feet; thence parallel with the South line of said lot, North 89° 54' 38" West 57.63 feet; thence North 00° 05' 22" East 6.00 feet to the point of beginning.

#### PARCEL VII:

A tract of land on the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:



Beginning at the intersection of the West line of said Section 20, and the Northeasterly right of way line of NW West Union Road (County Road 1175) said point being 30.00 feet from the center line thereof and bearing North 00° 25' 20" East 881.05 feet from the Southwest corner of said Section 20; thence continuing North 00° 25' 20" East 233.79 feet to the most Southerly corner of that land described in Deed to Portland General Electric Company (PGE) recorded in Book 486, Page 412; thence along the East line of said PGE land North 12° 08' 16" East 889.16 feet to the North line of that land described in Fee No. 81-026291; thence along last said North line South 89° 54' 38" East 113.00 feet; thence South 179.55 feet; thence South 73° 17' 06" East 271.76 feet; thence South 85° 42' 08" East 80.00 feet; thence South 36° 19' 56" East 45.83 feet; thence South 16° 20' 00" East 540.00 feet; thence North 73° 40' 00" East 100.44 feet to a point on the arc of a curve; thence along the arc of a 523.00 foot radius curve to the left with a central angle of 01° 39' 52" (the chord of which bears South 25° 26' 07" East 15.19 feet) the arc distance of 15.19 feet being the right of the chord; thence South 73° 40' 00" West 102.84 feet; thence South 03° 06' 58" East 142.46 feet; thence South 34° 50' 00" West 226.84 feet; thence North 33° 50' 18" West 255.19 feet; thence North 15° 51' 30" West 85.80 feet; thence North 547.69 feet; thence North 21° 54' 33" East 50.00 feet; thence North 73° 17' 06" West 265.89 feet; thence South 782.19 feet; thence South 31° 43' 00" East 532.00 feet; thence North 75° 45' 15" East 70.00 feet to a point on the arc of a curve; thence along the arc of a 280.00 foot radius curve to the left with a central angle of 11° 13' 09" (the chord of which bears South 19° 51' 20" East 54.74 feet) the arc distance of 54.83 feet being to the right of the chord; thence along the arc of a 195 foot radius curve to the right with a central angle of 72° 45' 05" (the chord of which bears South 10° 54' 38" West 231.30 feet) the arc distance of 247.60 feet being to the left of the chord; thence South 47° 17' 11" West 40.00 feet to a point on the Northeasterly right of way line of said NW West Union Road; thence along said right of way line North 42° 42' 49" West 954.11 feet to the point of beginning.

EXCEPTING THEREFROM that portion of the herein described property lying within the plat of CLAREMONT NO. 4.

#### PARCEL VIII:

All that portion of the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, the Paul D. Shackleford Donation Land Claim No. 61 and Government Lot 1 of Section 29, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, lying Northeasterly of the Northeasterly right of way line of the Northwest West Union Road, also known as County Road No. 1175.

EXCEPTING THEREFROM that portion of the herein described property lying Northerly and Westerly of the Southerly and Easterly lines of NW Claremont Drive;

AND FURTHER EXCEPTING THEREFROM that portion of the herein described property lying within the plats of CLAREMONT, CLAREMONT NO. 2, CLAREMONT NO. 3, and CLAREMONT TOWNHOMES;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed recorded January 12, 1993, as Recorder's Fee No. 93002494;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed recorded January 12, 1993 as Recorder's Fee No. 93002495;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to George J. Marshall recorded December 27, 1991 as Recorder's Fee No. 91071844;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to Patty L. Smith recorded December 27, 1991 as Recorder's Fee No. 91071845;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to Claremont Limited Partnership, an Oregon limited partnership, recorded December 27, 1991 as Recorder's Fee No. 91071846;

AUG 1 5 2019





#### AND FURTHER EXCEPTING THEREFROM the following described property:

Beginning at a point located North 64° 30' 00" West 6.00 feet from the Southwest corner of Lot 75, CLAREMONT, said point being the Southwest corner of Deed as Recording No. 91-071844; thence North 64° 30' 00" West 6.00 feet; thence parallel with the West line of said Lot 75, North 25° 30' 00" East 134.00 feet; thence parallel with the North line of said Lot 75 South 64° 30' 00" East 72.50 feet; thence South 64° 10' 00" East 6.00 feet the Northeast corner of said Lot 75; thence along the North line of said Lot 75, North 64° 30' 00" West 66.50 feet to the Northwest corner of Deed as Recording No. 91-071844; thence South 25° 30' 00" West 128.00 feet to the point of beginning.

#### PARCEL IX:

A parcel of land in the Northwest one-quarter of the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, said parcel being more particularly described as follows:

Beginning at an iron pipe on the Northwest corner of that certain tract of land in Section 20, Township 1 North, Range 1 West of the Willamette Meridian, described in Book 407, Page 49, Washington County Deed Records; running thence South on the West line of said tract of land 869.59 feet; thence North 10° 53' East 875.24 feet to a point in the North line of said tract of land; thence along the North line of said tract of land North 87° 11' West 175.7 feet to the place of beginning.

#### PARCEL X:

Tracts N, O and P, CLAREMONT NO. 4, in the County of Washington and State of Oregon.

#### PARCEL XI:

Tracts S and T, CLAREMONT NO. 5, in the County of Washington and State of Oregon.

#### EASEMENT PARCEL ONE:

A nonexclusive right of use for parking lot under Right of Use Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037435, subject to the terms and provisions therein.

#### EASEMENT PARCEL TWO:

A nonexclusive easement for right of way under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037438, subject to the terms and provisions therein and appurtenant to the property described therein.

#### **EASEMENT PARCEL THREE:**

A nonexclusive easement for utility and irrigation systems under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037439, subject to the terms and provisions therein and appurtenant to the property described therein.

#### EASEMENT PARCEL FOUR:

A nonexclusive easement for stone wall under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037441, subject to the terms and provisions therein and appurtenant to the property described therein.

AUG 1 5 2019



IN120CC02300

After recording return to:

Claremont Civic Association 15800 NW Country Club Dr. Portland, OR 97229

Send tax statements to: Claremont Civic Association 15800 NW Country Club Dr. Portland, OR 97229 Washington County, Oregon

2013-023879

D-DW

03/15/2013 04:20:24 PM

Stn=19 Y LOPEZ 03/15/2013 04 \$30.00 \$11.00 \$5.00 \$15.00

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

> Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio

## STATUTORY SPECIAL WARRANTY DEED ORS 93.855

CLAREMONT GOLF CLUB, INC. an Oregon nonprofit corporation (Grantor), conveys and warrants to CLAREMONT CIVIC ASSOCIATION, an Oregon nonprofit corporation (Grantee), the real property in Washington County, Oregon, described on attached <a href="Exhibit A">Exhibit A</a>, free of encumbrances created or suffered by Grantor, except as specifically set forth herein.

SUBJECT to the matters set forth on attached Exhibit B.

For valuable consideration, the sufficiency is hereby acknowledged.

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 L 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.

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Page 1 - STATUTORY SPECIAL WARRANTY DEED

AUG 1 5 2019

OWRD

DATED this 27 day of December 2012.
CLAREMONT GOLF CLUB, INC., An Oregon nonprofit corporation:
By: Serge R. Thurston
STATE OF OREGON )
COUNTY OF WASHINGTON )
This instrument was acknowledged before me on DEC. 27 , 2012 by GIDRGE R. THURSTOW, as PRESIDENT of Claremont Golf Club, Inc., an Oregon nonprofit corporation.
DATED this 27 day of December 2012.
Poly n. Sheman
NOTARY PUBLIC in and for the State of Oxegon, My commission expires: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
OFFICIAL SEAL ROBERT J N FREEMAN NOTARY PUBLIC - OREGON ( COMMISSION NO. 434033 ( MY COMMISSION EXPIRES JAN. 3, 2013 ()

Page 2 - STATUTORY SPECIAL WARRANTY DEED

#### Exhibit "A"

Real property in the County of Washington , State of Oregon, described as follows:

#### PARCEL I:

The following described tract of land being a portion of Tract "A", of the CLAREMONT Plat and all of Tract "F" of the CLAREMONT TOWNHOMES Plat. All being situated in the Northwest one-quarter of Section 29, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon.

Beginning at the Northwest corner of Lot 1, of the CLAREMONT HOMES Plat, thence along the Easterly boundary of that private roadway easement as shown on the last said plat and as set forth in Deed Recording No. 94-049839 North 05° 19' 21" West 25.53 feet; thence along the arc of a 94.00 foot radius curve to the right having a central angle of 30° 00' 00" (the chord of which bears North 09° 40' 39" East 48.66 feet) an arc distance of 49.22 feet; thence North 24° 40' 39" East 28.55 feet; thence North 12° 40' 39" East 52.14 feet; thence leaving the said easement boundary, South 73° 22' 00" East 58.95 feet; thence South 16° 38' 00" West 46.00 feet; thence South 31.75 feet; thence North 88° 00' 00" East 30.66 feet; thence South 13° 00' 00" East 48.00 feet; thence along the arc of a 33.00 foot radius curve to the left having a central angle of 119° 00' 00" (the chord of which bears South 72° 30' 00" East 56.87 feet) an arc distance of 68.54 feet; thence North 48° 00' 00" East 35.00 feet; thence North 29° 30' 00" East 18.76 feet; thence North 11.46 feet; thence North 40° 00' 00" East 51.53 feet; thence South 79° 00' 00" East 8.00 feet; thence North 85° 00' 00" East 13.00 feet; thence North 58° 00' 00" East 13.00 feet; thence North 39° 00' 00" East 14.00 feet; thence North 22° 00' 00" East 15.00 feet; thence North 27° 00' 00" West 30.00 feet; thence North 57° 30' 00" East 101.00 feet to the Westerly adjusted lot line of Lot 25, CLAREMONT as described in Deed Recorded No. 91-071843; thence along last said line South 34° 36' 16" East 60.63 feet to the Southeast corner of said adjusted lot line; thence North 49° 09' 28" East 5.03 feet to the Southwest corner of Lot 26, CLAREMONT; thence along the Southerly line of Lots 26 through 32, CLAREMONT South 47° 04' 48" East 74.54 feet; thence South 59° 33' 20" East 74.54 feet; thence South 72° 01' 52" East 74.54 feet; thence South 84° 22' 19" East 73.15 feet; thence South 89° 50' 35" East 177.58 feet to the Westerly curve 45 foot right of way line of NW Bethany Boulevard as described in dedication Recorded No. 94-011269; thence along last line on the arc of an 885.00 foot radius curve to the right having a central angle of 13° 57' 52" (the chord of which bears South 12° 48' 39" West 215.16 feet) an arc distance of 215.70 feet to the Northeast corner of Tract "H" in the CLAREMONT TOWNHOMES; thence along the Northerly and Easterly lines of Lots 1 through 23 and Tract "H" of the CLAREMONT TOWNHOMES Plat North 77° 20' 51" West 110.60 feet; thence South 79° 45' 47" West 213.22 feet; thence North 85° 06' 07" West 87.79 feet; thence North 55° 55' 11" West 101.82 feet; thence North 82° 28' 17" West 113.30 feet; thence North 78° 20' 12" West 57.99 feet; thence North 17° 01' 13" West 59.91 feet; thence North 08° 46' 54" West 76.90 feet to the Northeast corner of Lot 1; thence South 82° 29' 09" West 97.86 feet to the point of beginning.

PARCEL II:

Tract "B", CLAREMONT, in the County of Washington and State of Oregon.

PARCEL III:

Tract "C", CLAREMONT, in the County of Washington and State of Oregon.

PARCEL IV:

Lot 19, CLAREMONT, in the County of Washington and State of Oregon.

#### PARCEL V:

Lot 296, CLAREMONT NO. 5, in the County of Washington and State of Oregon.

#### PARCEL VI:

The following described tract of land being a portion of that land as described in Deed Recording Nos. 94-082837 and 89-48189 being situated in the South West one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon.

Beginning at the Northeast corner of Lot 147 of the CLAREMONT NO. 3 Plat; thence along the Northerly boundary of CLAREMONT NO. 3 South 81° 49' 48" West 124.29 feet to the Northwest corner of Lot 146; thence North 71° 04' 38" West 113.88 feet to the Northwest corner of Lot 144; thence North 63° 00' 00" West 342.69 feet to the Northwest corner of Lot 138 on the East line of the CLAREMONT NO. 2 Plat; thence along the Easterly and Northerly lines of CLAREMONT NO. 2, North 27° 00' 00" East 53.17 feet to an angle corner in the East line of Lot 129; thence North 17° 00' 00" East 325.24 feet to the Northeast corner of Lot 126; thence North 73° 00' 00" West 81.84 feet to the Northwest corner of Lot 126; thence South 89° 18' 40" West 230.41 feet to the Northwest corner of Lot 123; thence South 68° 16' 22" West 192.63 feet to the Northwest corner of Lot 120; thence South 64° 29' 44" West 485.41 feet to the Northwest corner of Lot 112 on the Easterly right of way line of NW Canterwood Way; thence along last said line on the arc of a 477.00 foot radius curve to the right having a central angle of 13° 04' 27" (the chord of which bears North 23° 35' 31" West 108.61 feet) an arc distance of 108.85 feet to the Southwest corner of Lot 251 of the CLAREMONT NO. 4 Plat; thence along the Southerly line of last said plat North 54° 15' 57" East 157.83 feet to the Southeast corner of Lot 250; thence North 50° 38' 00" East 56.00 feet to the Southeast corner of Lot 249; thence leaving the plat boundary North 45° 42' 22" East 58.22 feet; thence North 50° 38' 00" East 406.00 feet; thence North 85° 41' 56" East 40.00 feet; thence South 89° 54' 38" East 507.29 feet; thence North 00° 05' 22" East 118.00 feet; thence South 89° 54' 38" East 81.20 feet; thence North 21° 07' 37" East 20.97 feet; thence North 00° 05' 22" East 22.00 feet; thence South 81° 25' 40" East 67.24 feet to the West line of Tract "T" on the West line of the CLAREMONT NO. 5 Plat; thence along last said line South 26° 44' 23" West 23.43 feet to the Southwest corner of Tract "T"; thence South 63° 15' 37" East 15.00 feet to the Southeast corner of Tract "T"; thence South 06° 51' 04" West 86.93 feet to the Northwest corner of Lot 293; thence South 00° 09' 25" West 513.50 feet to an angle corner on the West line of Lot 285; thence South 34° 04' 56" East 260.87 feet to the Northwest corner of Lot 280; thence South 08° 35' 12" East 113.30 feet to the point of beginning.

#### EXCEPTING THEREFROM the following described property:

Beginning at the Southwest corner of Lot 297, CLAREMONT NO. 6, thence along the South line of said lot; South 89° 54' 38" East 48.97 feet to an angle corner in said lot; thence North 21° 07' 37" East 20.97 feet to an angle corner in said lot; thence along the East line of said lot North 00° 05' 22" East 22.00 feet to the Southwest corner of Tract "U", CLAREMONT NO. 6; thence along the South line of Tract "U", South 81° 25' 40" East 6.77 feet; thence parallel with the East line of said lot, South 00° 05' 22" West 28.85 feet; thence South 16° 02' 59" West 18.43 feet; thence parallel with the South line of said lot, North 89° 54' 38" West 57.63 feet; thence North 00° 05' 22" East 6.00 feet to the point of beginning.

#### PARCEL VII:

A tract of land on the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:



Beginning at the intersection of the West line of said Section 20, and the Northeasterly right of way line of NW West Union Road (County Road 1175) said point being 30.00 feet from the center line thereof and bearing North 00° 25' 20" East 881.05 feet from the Southwest corner of said Section 20; thence continuing North 00° 25' 20" East 233.79 feet to the most Southerly corner of that land described in Deed to Portland General Electric Company (PGE) recorded in Book 486, Page 412; thence along the East line of said PGE land North 12° 08' 16" East 889.16 feet to the North line of that land described in Fee No. 81-026291; thence along last said North line South 89° 54' 38" East 113.00 feet; thence South 179.55 feet; thence South 73° 17' 06" East 271.76 feet; thence South 85° 42' 08" East 80.00 feet; thence South 36° 19' 56" East 45.83 feet; thence South 16° 20' 00" East 540.00 feet; thence North 73° 40' 00" East 100.44 feet to a point on the arc of a curve; thence along the arc of a 523.00 foot radius curve to the left with a central angle of 01° 39' 52" (the chord of which bears South 25° 26' 07" East 15.19 feet) the arc distance of 15.19 feet being the right of the chord; thence South 73° 40' 00" West 102.84 feet; thence South 03° 06' 58" East 142.46 feet; thence South 34° 50' 00" West 226.84 feet; thence North 33° 50' 18" West 255.19 feet; thence North 15° 51' 30" West 85.80 feet; thence North 547.69 feet; thence North 21° 54' 33" East 50.00 feet; thence North 73° 17' 06" West 265.89 feet; thence South 782.19 feet; thence South 31° 43' 00" East 532.00 feet; thence North 75° 45' 15" East 70.00 feet to a point on the arc of a curve; thence along the arc of a 280.00 foot radius curve to the left with a central angle of 11° 13' 09" (the chord of which bears South 19° 51' 20" East 54.74 feet) the arc distance of 54.83 feet being to the right of the chord; thence along the arc of a 195 foot radius curve to the right with a central angle of 72° 45' 05" (the chord of which bears South 10° 54' 38" West 231.30 feet) the arc distance of 247.60 feet being to the left of the chord; thence South 47° 17' 11" West 40.00 feet to a point on the Northeasterly right of way line of said NW West Union Road; thence along said right of way line North 42° 42' 49" West 954.11 feet to the point of beginning.

EXCEPTING THEREFROM that portion of the herein described property lying within the plat of CLAREMONT NO. 4.

#### PARCEL VIII:

All that portion of the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, the Paul D. Shackleford Donation Land Claim No. 61 and Government Lot 1 of Section 29, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, lying Northeasterly of the Northeasterly right of way line of the Northwest West Union Road, also known as County Road No. 1175.

EXCEPTING THEREFROM that portion of the herein described property lying Northerly and Westerly of the Southerly and Easterly lines of NW Claremont Drive;

AND FURTHER EXCEPTING THEREFROM that portion of the herein described property lying within the plats of CLAREMONT, CLAREMONT NO. 2, CLAREMONT NO. 3, and CLAREMONT TOWNHOMES;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed recorded January 12, 1993, as Recorder's Fee No. 93002494;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed recorded January 12, 1993 as Recorder's Fee No. 93002495;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to George J. Marshall recorded December 27, 1991 as Recorder's Fee No. 91071844;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to Patty L. Smith recorded December 27, 1991 as Recorder's Fee No. 91071845;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to Claremont Limited Partnership, an Oregon limited partnership, recorded December 27, 1991 as Recorder's Fee No. 91071846;

AUG 1 5 2019

#### AND FURTHER EXCEPTING THEREFROM the following described property:

Beginning at a point located North 64° 30' 00" West 6.00 feet from the Southwest corner of Lot 75, CLAREMONT, said point being the Southwest corner of Deed as Recording No. 91-071844; thence North 64° 30' 00" West 6.00 feet; thence parallel with the West line of said Lot 75, North 25° 30' 00" East 134.00 feet; thence parallel with the North line of said Lot 75 South 64° 30' 00" East 72.50 feet; thence South 64° 10' 00" East 6.00 feet the Northeast corner of said Lot 75; thence along the North line of said Lot 75, North 64° 30' 00" West 66.50 feet to the Northwest corner of Deed as Recording No. 91-071844; thence South 25° 30' 00" West 128.00 feet to the point of beginning.

#### PARCEL IX:

A parcel of land in the Northwest one-quarter of the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, said parcel being more particularly described as follows:

Beginning at an iron pipe on the Northwest corner of that certain tract of land in Section 20, Township 1 North, Range 1 West of the Willamette Meridian, described in Book 407, Page 49, Washington County Deed Records; running thence South on the West line of said tract of land 869.59 feet; thence North 10° 53' East 875.24 feet to a point in the North line of said tract of land; thence along the North line of said tract of land North 87° 11' West 175.7 feet to the place of beginning.

#### PARCEL X:

Tracts N, O and P, CLAREMONT NO. 4, in the County of Washington and State of Oregon.

#### PARCEL XI:

Tracts S and T, CLAREMONT NO. 5, in the County of Washington and State of Oregon.

#### **EASEMENT PARCEL ONE:**

A nonexclusive right of use for parking lot under Right of Use Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037435, subject to the terms and provisions therein.

#### **EASEMENT PARCEL TWO:**

A nonexclusive easement for right of way under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037438, subject to the terms and provisions therein and appurtenant to the property described therein.

#### EASEMENT PARCEL THREE:

A nonexclusive easement for utility and irrigation systems under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037439, subject to the terms and provisions therein and appurtenant to the property described therein.

#### EASEMENT PARCEL FOUR:

A nonexclusive easement for stone wall under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037441, subject to the terms and provisions therein and appurtenant to the property described therein.



IN129BA03200

After recording, return to:

Claremont Civic Association 15800 NW Country Club Drive Portland, OR, 97229

Until a change is requested, Tax statements shall be sent to:

Claremont Civic Association 15800 NW Country Club Drive Portland, OR, 97229 Washington County, Oregon 03/20/2018 04:52:28 PM

2018-019806

D-DQ Cnt=1 Stn=30 RECORDS1 \$15.00 \$5.00 \$11.00 \$20.00 - Total =\$51.00



U23/35212U18UU198U6UU3U0 Ichard Hobernicht, Director of Assessment and ation and Ex-Officio County Clerk for Washington Inty, Oregon, do hereby certify that the within

Ichard Hobernicht, Director of Assessment and

#### **QUITCLAIM DEED**

THIS INDENTURE is made this 20th day of March, 2018, by and between WASHINGTON COUNTY, a political subdivision of the State of Oregon (Grantor), whose address is 169 N. First, Hillsboro, OR; and Claremont Civic Association (Grantee), whose address is 15800 NW County Club Drive, Portland, OR, 97229.

WHEREAS, ORS 275.225 authorizes County to sell by private sale, certain County land as set forth therein; and

WHEREAS, the Board of County Commissioners has found that the property hereinafter described qualifies for private sale and has ordered it sold to Grantee, as provided herein;

NOW, THEREFORE, for the consideration stated, Grantor releases and quitclaims to Grantee, all right, title and interest to the real property described in Exhibit A.

The true and actual consideration for this conveyance is ZERO.

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.

IN WITNESS WHEREOF, County has caused this Deed to be excommissioners this <b>20</b> day of March, 2018, pursuar 2018.	ecuted by its Chair of the Board of County nt to Board Minute Order No. 18-52 dated February 27,				
APPROVED AS TO FORM:	WASHINGTON COUNTY, OREGON				
Office of County Counsel	Chair, Board of County Commissioners				
ATTEST:					
Director, Assessment & Taxation	Barbara Hejtmanek Recording Secretary				
This instrument was acknowledged before me on March, 2018, byAndy Duyck, personally known to me as the Chair of the Washington County Board of County Commissioners, on behalf of whom this Deed was executed.					
	Rarbara Hejtmanek  Notary Public of Oregon  My Commission Expires: 8-9-19				
Accepted by Claremont Civic Association  By: Robert Shook, Administrator	OFFICIAL STAMP BARBARA A HEJTMANEK NOTARY PUBLIC - OREGON COMMISSION NO. 941463 MY COMMISSION EXPIRES AUGUST 09, 2019				
This instrument was acknowledged before me on March  Shook personally known to me, on behalf of	of whom this Deed was executed.				
	BrimBeac				
BRIANA MICHELLE BUCK NOTARY PUBLIC-OREGON COMMISSION NO. 968634 MY COMMISSION EXPIRES NOVEMBER 19, 2021	My Commission Expires: Movember 19, 200				

#### **EXHIBIT A**

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE PROPERTY DESCRIBED IN DEED DOCUMENT 90-18282 OF THE WASHINGTON COUNTY BOOK OF RECORDS THAT IS LYING NORTHERLY OF NW SAINT ANDREWS DRIVE.

EXCEPTING THEREFROM, THE PLAT OF "CLAREMONT", A DULY RECORDED SUBDIVISION IN WASHINGTON COUNTY, OREGON.

N129BA03300

After recording return to: Claremont Civic Association 15800 NW Country Club Dr. Portland, OR 97229

Send tax statements to: **Claremont Civic Association** 15800 NW Country Club Dr. Portland, OR 97229

Washington County, Oregon

2013-023879

03/15/2013 04:20:24 PM

D-DW

Stn=19 Y LOPEZ \$30.00 \$11.00 \$5.00 \$15.00

\$61.00

I. Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

> Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio

## STATUTORY SPECIAL WARRANTY DEED **ORS 93.855**

CLAREMONT GOLF CLUB, INC. an Oregon nonprofit corporation (Grantor), conveys and warrants to CLAREMONT CIVIC ASSOCIATION, an Oregon nonprofit corporation (Grantee), the real property in Washington County, Oregon, described on attached Exhibit A, free of encumbrances created or suffered by Grantor, except as specifically set forth herein.

SUBJECT to the matters set forth on attached Exhibit B.

For valuable consideration, the sufficiency is hereby acknowledged.

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.

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Page 1 - STATUTORY SPECIAL WARRANTY DEED

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Page 2 - STATUTORY SPECIAL WARRANTY DEED

#### Exhibit "A"

Real property in the County of Washington , State of Oregon, described as follows:

#### PARCEL I:

The following described tract of land being a portion of Tract "A", of the CLAREMONT Plat and all of Tract "F" of the CLAREMONT TOWNHOMES Plat. All being situated in the Northwest one-quarter of Section 29, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon.

Beginning at the Northwest corner of Lot 1, of the CLAREMONT HOMES Plat, thence along the Easterly boundary of that private roadway easement as shown on the last said plat and as set forth in Deed Recording No. 94-049839 North 05° 19' 21" West 25.53 feet; thence along the arc of a 94.00 foot radius curve to the right having a central angle of 30° 00' 00" (the chord of which bears North 09° 40' 39" East 48.66 feet) an arc distance of 49.22 feet; thence North 24° 40' 39" East 28.55 feet; thence North 12° 40' 39" East 52.14 feet; thence leaving the said easement boundary, South 73° 22' 00" East 58.95 feet; thence South 16° 38' 00" West 46.00 feet; thence South 31.75 feet; thence North 88° 00' 00" East 30.66 feet; thence South 13° 00' 00" East 48.00 feet; thence along the arc of a 33.00 foot radius curve to the left having a central angle of 119° 00' 00" (the chord of which bears South 72° 30' 00" East 56.87 feet) an arc distance of 68.54 feet; thence North 48° 00' 00" East 35.00 feet; thence North 29° 30' 00" East 18.76 feet; thence North 11.46 feet; thence North 40° 00' 00" East 51.53 feet; thence South 79° 00' 00" East 8.00 feet; thence North 85° 00' 00" East 13.00 feet; thence North 58° 00' 00" East 13.00 feet; thence North 39° 00' 00" East 14.00 feet; thence North 22° 00' 00" East 15.00 feet; thence North 27° 00' 00" West 30.00 feet; thence North 57° 30' 00" East 101.00 feet to the Westerly adjusted lot line of Lot 25, CLAREMONT as described in Deed Recorded No. 91-071843; thence along last said line South 34° 36' 16" East 60.63 feet to the Southeast corner of said adjusted lot line; thence North 49° 09' 28" East 5.03 feet to the Southwest corner of Lot 26, CLAREMONT; thence along the Southerly line of Lots 26 through 32, CLAREMONT South 47° 04' 48" East 74.54 feet; thence South 59° 33' 20" East 74.54 feet; thence South 72° 01' 52" East 74.54 feet; thence South 84° 22' 19" East 73.15 feet; thence South 89° 50' 35" East 177.58 feet to the Westerly curve 45 foot right of way line of NW Bethany Boulevard as described in dedication Recorded No. 94-011269; thence along last line on the arc of an 885.00 foot radius curve to the right having a central angle of 13° 57' 52" (the chord of which bears South 12° 48' 39" West 215.16 feet) an arc distance of 215.70 feet to the Northeast corner of Tract "H" in the CLAREMONT TOWNHOMES; thence along the Northerly and Easterly lines of Lots 1 through 23 and Tract "H" of the CLAREMONT TOWNHOMES Plat North 77° 20' 51" West 110.60 feet; thence South 79° 45' 47" West 213.22 feet; thence North 85° 06' 07" West 87.79 feet; thence North 55° 55' 11" West 101.82 feet; thence North 82° 28' 17" West 113.30 feet; thence North 78° 20' 12" West 57.99 feet; thence North 17° 01' 13" West 59.91 feet; thence North 08° 46' 54" West 76.90 feet to the Northeast corner of Lot 1; thence South 82° 29' 09" West 97.86 feet to the point of beginning.

PARCEL II:

Tract "B", CLAREMONT, in the County of Washington and State of Oregon.

PARCEL III:

Tract "C", CLAREMONT, in the County of Washington and State of Oregon.

PARCEL IV:

Lot 19, CLAREMONT, in the County of Washington and State of Oregon.

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#### PARCEL V:

Lot 296, CLAREMONT NO. 5, in the County of Washington and State of Oregon.

#### PARCEL VI:

The following described tract of land being a portion of that land as described in Deed Recording Nos. 94-082837 and 89-48189 being situated in the South West one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon.

Beginning at the Northeast corner of Lot 147 of the CLAREMONT NO. 3 Plat; thence along the Northerly boundary of CLAREMONT NO. 3 South 81° 49' 48" West 124.29 feet to the Northwest corner of Lot 146; thence North 71° 04' 38" West 113.88 feet to the Northwest corner of Lot 144; thence North 63° 00' 00" West 342.69 feet to the Northwest corner of Lot 138 on the East line of the CLAREMONT NO. 2 Plat; thence along the Easterly and Northerly lines of CLAREMONT NO. 2, North 27° 00' 00" East 53.17 feet to an angle corner in the East line of Lot 129; thence North 17° 00' 00" East 325.24 feet to the Northeast corner of Lot 126; thence North 73° 00' 00" West 81.84 feet to the Northwest corner of Lot 126; thence South 89° 18' 40" West 230.41 feet to the Northwest corner of Lot 123; thence South 68° 16' 22" West 192.63 feet to the Northwest corner of Lot 120; thence South 64° 29' 44" West 485.41 feet to the Northwest corner of Lot 112 on the Easterly right of way line of NW Canterwood Way; thence along last said line on the arc of a 477.00 foot radius curve to the right having a central angle of 13° 04' 27" (the chord of which bears North 23° 35' 31" West 108.61 feet) an arc distance of 108.85 feet to the Southwest corner of Lot 251 of the CLAREMONT NO. 4 Plat; thence along the Southerly line of last said plat North 54° 15' 57" East 157.83 feet to the Southeast corner of Lot 250; thence North 50° 38' 00" East 56.00 feet to the Southeast corner of Lot 249; thence leaving the plat boundary North 45° 42' 22" East 58.22 feet; thence North 50° 38' 00" East 406.00 feet; thence North 85° 41' 56" East 40.00 feet; thence South 89° 54' 38" East 507.29 feet; thence North 00° 05' 22" East 118.00 feet; thence South 89° 54' 38" East 81.20 feet; thence North 21° 07' 37" East 20.97 feet; thence North 00° 05' 22" East 22.00 feet; thence South 81° 25' 40" East 67.24 feet to the West line of Tract "T" on the West line of the CLAREMONT NO. 5 Plat; thence along last said line South 26° 44' 23" West 23.43 feet to the Southwest corner of Tract "T"; thence South 63° 15' 37" East 15.00 feet to the Southeast corner of Tract "T"; thence South 06° 51' 04" West 86.93 feet to the Northwest corner of Lot 293; thence South 00° 09' 25" West 513.50 feet to an angle corner on the West line of Lot 285; thence South 34° 04' 56" East 260.87 feet to the Northwest corner of Lot 280; thence South 08° 35' 12" East 113.30 feet to the point of beginning.

### EXCEPTING THEREFROM the following described property:

Beginning at the Southwest corner of Lot 297, CLAREMONT NO. 6, thence along the South line of said lot; South 89° 54' 38" East 48.97 feet to an angle corner in said lot; thence North 21° 07' 37" East 20.97 feet to an angle corner in said lot; thence along the East line of said lot North 00° 05' 22" East 22.00 feet to the Southwest corner of Tract "U", CLAREMONT NO. 6; thence along the South line of Tract "U", South 81° 25' 40" East 6.77 feet; thence parallel with the East line of said lot, South 00° 05' 22" West 28.85 feet; thence South 16° 02' 59" West 18.43 feet; thence parallel with the South line of said lot, North 89° 54' 38" West 57.63 feet; thence North 00° 05' 22" East 6.00 feet to the point of beginning.

#### PARCEL VII:

A tract of land on the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:



Beginning at the intersection of the West line of said Section 20, and the Northeasterly right of way line of NW West Union Road (County Road 1175) said point being 30.00 feet from the center line thereof and bearing North 00° 25' 20" East 881.05 feet from the Southwest corner of said Section 20; thence continuing North 00° 25' 20" East 233.79 feet to the most Southerly corner of that land described in Deed to Portland General Electric Company (PGE) recorded in Book 486, Page 412; thence along the East line of said PGE land North 12° 08' 16" East 889.16 feet to the North line of that land described in Fee No. 81-026291; thence along last said North line South 89° 54' 38" East 113.00 feet; thence South 179.55 feet; thence South 73° 17' 06" East 271.76 feet; thence South 85° 42' 08" East 80.00 feet; thence South 36° 19' 56" East 45.83 feet; thence South 16° 20' 00" East 540.00 feet; thence North 73° 40' 00" East 100.44 feet to a point on the arc of a curve; thence along the arc of a 523.00 foot radius curve to the left with a central angle of 01° 39' 52" (the chord of which bears South 25° 26' 07" East 15.19 feet) the arc distance of 15.19 feet being the right of the chord; thence South 73° 40' 00" West 102.84 feet; thence South 03° 06' 58" East 142.46 feet; thence South 34° 50' 00" West 226.84 feet; thence North 33° 50' 18" West 255.19 feet; thence North 15° 51' 30" West 85.80 feet; thence North 547.69 feet; thence North 21° 54' 33" East 50.00 feet; thence North 73° 17' 06" West 265.89 feet; thence South 782.19 feet; thence South 31° 43' 00" East 532.00 feet; thence North 75° 45' 15" East 70.00 feet to a point on the arc of a curve; thence along the arc of a 280.00 foot radius curve to the left with a central angle of 11° 13' 09" (the chord of which bears South 19° 51' 20" East 54.74 feet) the arc distance of 54.83 feet being to the right of the chord; thence along the arc of a 195 foot radius curve to the right with a central angle of 72° 45' 05" (the chord of which bears South 10° 54' 38" West 231.30 feet) the arc distance of 247.60 feet being to the left of the chord; thence South 47° 17' 11" West 40.00 feet to a point on the Northeasterly right of way line of said NW West Union Road; thence along said right of way line North RECEIVED 42° 42' 49" West 954.11 feet to the point of beginning.

EXCEPTING THEREFROM that portion of the herein described property lying within the plat of CLAREMONT NO. 4.

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PARCEL VIII:

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All that portion of the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, the Paul D. Shackleford Donation Land Claim No. 61 and Government Lot 1 of Section 29, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, lying Northeasterly of the Northeasterly right of way line of the Northwest West Union Road, also known as County Road No. 1175.

EXCEPTING THEREFROM that portion of the herein described property lying Northerly and Westerly of the Southerly and Easterly lines of NW Claremont Drive;

AND FURTHER EXCEPTING THEREFROM that portion of the herein described property lying within the plats of CLAREMONT, CLAREMONT NO. 2, CLAREMONT NO. 3, and CLAREMONT TOWNHOMES;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed recorded January 12, 1993, as Recorder's Fee No. 93002494;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed recorded January 12, 1993 as Recorder's Fee No. 93002495;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to George J. Marshall recorded December 27, 1991 as Recorder's Fee No. 91071844;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to Patty L. Smith recorded December 27, 1991 as Recorder's Fee No. 91071845;

AND FURTHER EXCEPTING THEREFROM that portion described in Deed to Claremont Limited Partnership, an Oregon limited partnership, recorded December 27, 1991 as Recorder's Fee No. 91071846;

AND FURTHER EXCEPTING THEREFROM the following described property:

Beginning at a point located North 64° 30' 00" West 6.00 feet from the Southwest corner of Lot 75, CLAREMONT, said point being the Southwest corner of Deed as Recording No. 91-071844; thence North 64° 30' 00" West 6.00 feet; thence parallel with the West line of said Lot 75, North 25° 30' 00" East 134.00 feet; thence parallel with the North line of said Lot 75 South 64° 30' 00" East 72.50 feet; thence South 64° 10' 00" East 6.00 feet the Northeast corner of said Lot 75; thence along the North line of said Lot 75, North 64° 30' 00" West 66.50 feet to the Northwest corner of Deed as Recording No. 91-071844; thence South 25° 30' 00" West 128.00 feet to the point of beginning.

#### PARCEL IX:

A parcel of land in the Northwest one-quarter of the Southwest one-quarter of Section 20, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, said parcel being more particularly described as follows:

Beginning at an iron pipe on the Northwest corner of that certain tract of land in Section 20, Township 1 North, Range 1 West of the Willamette Meridian, described in Book 407, Page 49, Washington County Deed Records; running thence South on the West line of said tract of land 869.59 feet; thence North 10° 53' East 875.24 feet to a point in the North line of said tract of land; thence along the North line of said tract of land North 87° 11' West 175.7 feet to the place of beginning.

#### PARCEL X:

Tracts N, O and P, CLAREMONT NO. 4, in the County of Washington and State of Oregon.

#### PARCEL XI:

Tracts S and T, CLAREMONT NO. 5, in the County of Washington and State of Oregon.

#### EASEMENT PARCEL ONE:

A nonexclusive right of use for parking lot under Right of Use Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037435, subject to the terms and provisions therein.

#### EASEMENT PARCEL TWO:

A nonexclusive easement for right of way under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037438, subject to the terms and provisions therein and appurtenant to the property described therein.

#### EASEMENT PARCEL THREE:

A nonexclusive easement for utility and irrigation systems under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037439, subject to the terms and provisions therein and appurtenant to the property described therein.

#### EASEMENT PARCEL FOUR:

A nonexclusive easement for stone wall under Easement Agreement dated February 14, 1997, recorded April 23, 1997 as Washington County Instrument No. 97037441, subject to the terms and provisions therein and appurtenant to the property described therein.

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#### AFTER RECORDING, RETURN TO:

George C. Spencer Tonkon Torp LLP 1600 Pioneer Tower 888 SW Fifth Avenue Portland, OR 97204-2099

UNTIL A CHANGE IS REQUESTED, SEND ALL TAX STATEMENTS TO:

Mr. and Mrs. Wallace L. Preble 13805 NW Thompson Portland, OR 97229 Washington County, Oregon 07/07/2008 04:07:07 PM D-DW Cnt=1 Stn=22 | REED 2008-060515

01289108200800605150040040

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said coupty.

Richard Hobernicht, Director of Assessment Texation, Ex-Officia County Clerk

#### STATUTORY WARRANTY DEED

WALLACE L. PREBLE and ELIZABETH W. PREBLE, husband and wife, Grantors, convey and warrant to WALLABE FARMS, LLC, an Oregon limited liability company, Grantee, certain real property located in Washington County, Oregon and more particularly described in Exhibit A attached hereto, free of liens and encumbrances except those of record.

#### SEE EXHIBIT A ATTACHED.

The true and actual consideration for this conveyance is \$0, the Grantors acquiring all of the ownership of Grantee.

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. 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

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G-18856

ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Dated: June 30, 2008.

Wallace L. Preble

Elizabeth W. Preble

STATE OF OREGON

) ss.

County of Washington

The foregoing instrument was acknowledged before me this <u>30</u> day of June, 2008, by Wallace L. Preble and Elizabeth W. Preble.



Notary Public for Oregon

My Commission Expires: \_\_

12/5/10

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CHICAGO TITLE INSURANCE COMPANY OF OREGON HAS RECORDED THIS INSTRUMENT AS AN ACCOMODATION ONLY AND ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS HEREIN, NOR DOES CHICAGO TITLE REPRESENT THAT IT WILL CREATE THE ESTATE OR INTEREST IN REAL PROPERTY WHICH IT PURPORTS TO CREATE.

AUG 1 5 2019

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#### **EXHIBIT A**

#### PARCEL I:

A tract of land in Section 28, Township 1 North, Range 1 West, Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Beginning at the quarter section corner on the north line of said Section 28; and running thence North 89°01' West along said north line, 15 feet to an iron rod on the west line of that roadway described in Miscellaneous Record Book A, Page 619; thence South 0°11' West along the west line of said roadway, 618 feet to the southeast corner of a 50 foot roadway described in Public Dedication, recorded May 4, 1960 in Book 430, Page 173, which corner is also the northeast corner of that certain tract of land conveyed to James W. Dorsey, et al., by deed recorded October 12, 1959 in Book 423, Page 296; thence North 89°01' West along the north line of said Dorsey Tract, 290.4 feet to the northwest corner of said Dorsey Tract and true point of beginning; thence continuing North 89°01' West, along the south boundary of the aforesaid 50 foot roadway to the northeast corner of that tract of land conveyed to Washington County School District #48, by deed recorded March 14, 1974 in Book 966, Page 501, and in Book 969, Page 113, Washington County Deed Records; thence South 00°53' East, along the east line of said School District Tract, 869.3 feet to the center of County Road No. 1202 (known as Northwest Thompson Road); thence South 89°07' East along the centerline of said Thompson Road, 811 feet, more or less, to the southeast corner of that certain tract of land conveyed to Mary Lydia Hickothier, by deed recorded August 28, 1928 in Book 139, Page 357; thence North 0°11' East, along the east line of said Hickothier Tract, 267.5 feet to a point from which an iron bears North 89°01' West, 15 feet; thence north 89°01' West, along the south line of that tract of land conveyed to Silas E. Farber, et ux., by deed recorded January 22, 1962 in Book 456, Page 265, 290.4 feet to an iron pipe; thence North 0°11' East, along the west line of said Farber Tract, and continuing along the west line of that tract of land conveyed to James W. Dorsey, by deed recorded September 7, 1961 in Book 449, Page 130, and continuing along the west line of that tract of land conveyed to James W. Dorsey, et al., by deed recorded October 12, 1959 in Book 423, Page 296, 600 feet to an iron pipe at the true point of beginning.

Exhibit A - Page 1

AUG 1 5 2019

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EXCEPTING THEREFROM a parcel of land in the Northwest Quarter of Section 28, Township 1 North, Range 1 West, Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Commencing at the North Quarter corner of Section 28, Township 1 North, Range 1 West, Willamette Meridian, thence North 89°01'00" West, 15.00 feet to a point; thence South 00°11'00" West, 1485.30 feet to a 5/8 inch iron rod, said rod being the southeast corner of that certain tract of land conveyed to Mary Lydia Hickothier, as recorded in Book 139, Page 357, Washington County Deed Records; thence North 89°05'36" West, along the centerline of Northwest Thompson Road, 789.42 feet to the true point of beginning, said point being the southeast corner of that certain tract of land conveyed to Washington County School District No. 48, as recorded in Book 966, Page 501, and Book 969. 113, Washington County Deed Records; thence North 00°53'00" West, 30.00 feet to a 5/8 inch iron rod, said rod being on the north right-of-way of Northwest Thompson Road; thence North 00°53'00" West, along the east line of said School District Tract, 838.71 feet to a 5/8 inch iron rod, said rod being the northeast corner of said School District Tract and being on the South right-of-way of Northwest Evergreen Street; thence South 89°00'05" East, along the South right-of-way of Northwest Evergreen Street, 298.00 feet to a point; thence South 00°53'04" East, 868.23 feet to a point in the center of Northwest Thompson Road; thence North 89°05'36" West, along the center of Northwest Thompson Road, 298.00 feet to the true point of beginning.

Tax Lots 1N128BA-01600 and 1N128BA-01601.

#### PARCEL II:

Parcel 1, Tract B and Tract A, in Partition Plat No. 2004-033, recorded as Document No. 2004069792 in the records of Washington County, Oregon.

Tax Lots 1N128BA-06200, 1N128BA-06500 and 1N128BA-06400.



Exhibit A – Page 2

After Recording Return To: Claremont Golf Club, Inc. 4416 NW Tam-O'Shanter Way Portland, Oregon 97229

SEND TAX STATE MENT TO WATTACE PREBLE 13805 NW THOMPSON RD. 07/12/2004 09:04:43 AM Cnt=1 Stn=8 RECORDS1 \$50.00 \$6.00 \$11.00 \$20.00 - Total = \$87.00

Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of

Washington County, Oregon

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

2004-079469

This agreement is entered into

PORTLAND OR, 97229

BETWEEN:

Wallace Preble

13805 NW Thompson Road Portland, Oregon 97229 (Hereinafter "Owner")

AND:

Claremont Golf Club, Inc 4416 NW Tam-O'Shanter Way. Portland, Oregon 97229 (Hereinafter "Purchaser")

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#### RECITAL

LÉASE PURCHASE AGREEMENT

Wallace Preble is the fee simple title owner of a vacant parcel of property legally identified as Tax Lot 1601, 1N1 28BA, Washington County, Oregon containing approximately .08 of an acre. The real property and improvements, together with all other rights, hereditaments, and tenements appurtenant are collectively referred to herein as the "property", as described in Exhibit "A" being the legal description and accompanying sketch.

The subject property is considered by Washington County as a portion of Tax Lot 1600 for development and ownership purposes. Until the subject property is partitioned or divided from Tax Lot 1600 in accord with Washington County Codes, fee simple title to the property cannot pass to Purchaser. The parties agree that until that partition or division occurs this document shall be treated as a long term lease which terminates upon transfer of the fee simple title to purchaser.

Purchaser desires to lease the property on the herein set forth terms and conditions. Purchaser also desires to enter into an agreement to purchase said property. At the expiration of the Lease term or sooner as set forth herein, Purchaser shall purchase the property from Owner on the terms and conditions set forth in herein

In consideration for the mutual promises set forth herein, it is agreed by and between the Owner and Purchaser as follows:



#### **LEASE TERMS**

### Section 1. Occupancy

- 1.2 Commencement Date. Purchaser shall have the right to enter upon the subject property for the purpose of drilling and proof testing an exploratory well to determine, to Purchasers' sole satisfaction, the quality and quantity of water available if a permanent well were constructed thereon for Purchasers' use. Purchaser shall have 180 days from the date this agreement is fully executed to determine the acceptability of the property for its proposed use. If the property condition is satisfactory to Purchaser this lease shall commence within thirty days of date aforementioned date and continue through the 8 day of 5000 years.
- **1.2 Possession.** The Purchaser's right to possession and obligations under the Lease shall commence on the date this agreement is fully executed.

### Section 2. Rents, Utilities and Other Charges

- 2.1 Basic Rent. As set forth in this document, the only monetary consideration received by Owner for entering into this agreement and all its parts shall be the sum of Twelve Thousand (\$12,000) dollars. Upon full execution of this agreement Purchaser shall place into an escrow account with First American Title Insurance Company the sum of Twelve Thousand Dollars (\$12,000) in the form of a check. At the termination of the above referenced 180 day period of due diligence, if Purchaser is satisfied the property is suitable for its intended use Purchaser shall instruct the First American Title Insurance Company escrow agent to release said check to Owner. At that point all future purchase price funds will have been paid in full.
- 2.2 Utilities. Purchaser shall pay all utility services, included but not limited to electricity, natural or liquid propane gas, oil, water, hot water, heat, air conditioning, cable television, direct satellite or other video subscription service, internet access or usage, sewer service and garbage collection and disposal directly to the utility or service provider and property taxes.

### Section 3. Use of Property

AUG 1 5 2019

- **3.1 Permitted Use.** The property shall be used for the location, development and maintenance of a water well and associated equipment necessary to distribute the water to Purchasers' property.
- **3.2** Rules and Regulations. Purchaser shall not permit any acts to be done on the property in violation of any law or ordinance. Purchaser shall comply and conform, at



Purchaser's own expense, to all applicable laws and regulation of any municipal, county, state, federal or other public authority affecting the property or respecting the use of said Leased property

In connection with the use of the property, Purchaser shall comply with the following rules and regulations and with any additional rules and regulation of which Purchaser is hereafter given notice.

- **3.2.1** Purchaser shall refrain from any use that would be offensive to Owner or owners of adjoining property or that would tend to create a nuisance or damage the reputation of the property. Purchaser shall not allow the Leased property at any time to fall into a state of disrepair or disorder. Purchaser shall not suffer any waste on the property. Purchaser agrees to maintain the property in a clean and orderly condition.
- **3.2.2** During the course of the lease portion of this agreement Purchaser shall refrain from using the property for any purpose that would result in an increase of Owner's insurance premiums. Purchaser shall refrain from any activity that would make it impossible to insure the property against casualty or would increase the insurance rate.
- **3.2.3** Purchaser shall, at his/her own expense, repair any and all damages caused by the Purchaser or any of Purchaser's guests, agents, licensees, or invitees.
- 3.3 Alterations. Purchaser shall not make or permit any improvements or alternations to the property not associated with the herein expressed permitted use without prior written consent of Owner. If Purchaser, in violation of this provision or otherwise, fails to pay a contractor or by other means, causes a lien or other encumbrance to be placed on the property, Purchaser shall promptly cause said lien or encumbrance to be removed. All improvements to the property undertaken by Purchaser shall remain the property of Purchaser.

#### Section 4. Repairs and Maintenance

4.1 Purchaser's Responsibilities. Purchaser shall maintain the property, in at least as good a condition as the property was in at the commencement of this Lease. Purchaser shall make any repairs necessitated by the negligence or willful act of Purchaser or Purchaser's invitees. Purchaser has examined the premises, accepts them in their condition as of the commencement of this Lease.

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#### Section 5. Insurance

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5.1 Fire and Theft Insurance. Purchaser shall not be required to insure the premises against theft, fire, or other casualty. Purchaser shall bear the expense of any insurance insuring the personal property of Purchaser on the property against such risks but shall not be required to insure.



5.2 Liability Insurance. Purchaser shall procure and maintain during the Term of this Lease public liability and property damage insurance with a responsible company in the State of Oregon and approved in advance by Owner with limits of not less than \$300,000 for injury to one person, \$1,000,000 for injury to two or more persons in one occurrence, and \$300,000 for damage to property. Such policy shall provide that Owner shall receive not less than twenty (20) days notice prior to any cancellation or reduction of coverage. Prior to the commencement of this Lease Agreement and from time to time thereafter at request of Owner, Purchaser shall provide Owner with certificates of insurance evidencing the forgoing coverage and provisions.

#### Section 6. Remedies

- **6.1. Basic Remedies.** The remedies for breach of this agreement shall be as herein specified and those allowed by Oregon Law.
- 6.1.2 Owner Termination. Owner may terminate the Lease and take possession if Purchaser or someone in Purchaser's control commits any act that is outrageous in the extreme. An "act outrageous in the extreme" includes, but is not limited to, an act that Purchaser or person in Purchaser's control has in fact committed and that resulted in (1) a determination under state statute or local ordinance of drug manufacturing or delivery, gambling, or prostitution activity at the property occupied by Purchaser; or (2) judgment against the property under ORS chapter 465.
- 6.1.3 Manner of Taking Possession. In the event of termination of the Lease pursuant to the provisions of this section, Owner may take possession in the manner provided in ORS 105.105-105.145 or in any other manner, including voluntary surrender by Purchaser. If Owner at any time terminates the lease pursuant to the terms of this agreement Owner shall reimburse Purchaser for the cost associated with removal of Purchasers property including without limitation pumps, structures and irrigation systems both on and adjacent to the property. Owner may not take possession until Owner provides an alternate source of water to serve the same purposes as were served by the water pumped from wells on the property

#### Section 7. Sale to Others

Owner, for and in consideration as contemplated herein, grants to Purchaser the sole and exclusive right to purchase the subject property in the manner and for the price stated in this Agreement.

#### Section 8. Purchase Price

- **8.1 Purchase Price.** The purchase price for the property shall be Twelve Thousand Dollars (\$12,000).
- **8.2 Payment of Purchase Price.** The purchase price for the Property shall be payable as follows:

AUG 1 5 2019



- **8.2.1** Upon full execution of this agreement Purchaser shall place into an escrow account with First American Title Insurance Company the sum of Twelve Thousand Dollars (\$12,000) in the form of a check. At the termination of the above referenced 180 day period of due diligence, if Purchaser is satisfied the property is suitable for its intended use Purchaser shall instruct the First American Title Insurance Company escrow agent to release said check to Owner.
- **8.2.2** Purchaser shall be given the right to enter upon the subject property for the purpose of drilling an exploratory well to determine to Purchasers' sole satisfaction the quality and quantity of water available if a well were to be created for Purchasers' use.
- **8.2.3** The entire purchase price shall have been paid upon Owner's receipt of the aforementioned \$12,000. Delivery of the Deed is to occur upon removal of all governing authority imposed impediments to Purchaser receiving a deed satisfactory to Purchaser.
- **Section 9.** Costs. Owner and Purchaser each shall pay one-half of the escrow fees of the Title Company with respect to the Closing, if applicable. Owner shall pay the premium for the title insurance policy that Owner is obligated to provide to Purchaser, and for all conveyance or excise taxes payable by reason of the purchase and sale of the property. Purchaser shall pay for recording the conveyance document referred to herein.
- **Section 10.** Taxes/Prorations. Real property taxes for the current tax year and other usual items shall be prorated between the parties at the point Purchaser's check is released by the escrow agent to the Owner. All future taxes imposed on the property during the term of the lease shall be paid by Purchaser. Washington County shall be notified by escrow agent that all future tax bills shall be the obligation of and shall be sent to Purchaser.

#### Section 11. Representations

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- 11.1 Purchaser is an Oregon Corporation and represents that it has proceeded as required by its articles of incorporation and Bylaws to obtain the necessary authority to enter into this agreement. It also represents that the persons signing on its behalf have been properly delegated the authority to obligate Purchaser to the terms contained herein.
- 11.2 AS IS. Purchaser represents that it has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the property; that Owner and Owner's agents have made no representations, warranties, or other agreements concerning matters relating to the property; and that Purchaser takes the property in the condition, known or unknown, existing at the time of the Exercise Notice, "AS IS."
- 11.3. During the term of this agreement, Owner shall not sell, contract to sell, assign, lease or otherwise transfer the property or any part of it, nor grant an option to any third party to acquire all or any portion of the property, as described in Exhibit "A".
- 11.4 Owner represents he is the sole owner of the subject property and that the property is free of any liens, indebtedness or obligation of any kind whether financial or otherwise which



can prevent Owner from complying with the express or implied terms, condition and obligations set forth in this agreement.

### Section 12. Liability to Third Persons

- 12.1 Liens. Except with respect to activities for which Owner is responsible, Purchaser shall pay when due all claims for work done on and for services rendered or material furnished to the premises, and shall keep the property free from any liens caused by Purchaser's failure to meet Purchaser's obligations. If such liens are placed upon the property, Purchaser shall be responsible to remove said liens at their sole cost and/or defend, hold harmless, and indemnify Owner for the costs of doing so, including costs, attorney fees, and expenses incurred. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Owner and shall be payable on demand. Such action by Owner shall not constitute a waiver of any right or remedy which Owner may have on account of Purchaser's default.
- 12.2 Indemnification. Purchaser shall indemnify, defend, and hold Owner harmless for any claim, loss or liability arising out of or related to any activity on the property of Purchaser, and any person who comes on the property at the invitation or with the acquiescence of Purchaser. Purchaser's duty to indemnify shall not apply to or prevent any claim by Purchaser against Owner for injury or damage to Purchaser or Purchaser's property for which Owner maybe liable.

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#### Section 13. Eminent Domain

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Purchaser shall be entitled to all of the proceeds of condemnation and Owner shall have no claim against Purchaser as a result of the condemnation.

#### Section 14. Miscellaneous

- 14.1 Nonwaiver. Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision in the future or of any other provision. Failure by any party to enforce any right under this agreement shall not be deemed to be a waiver of that right or of any other right.
- 14.2 Costs, Expenses, and Attorney Fees. If either party to this agreement brings an action against the other party to enforce his/her rights under this agreement, the prevailing party shall be entitled to recover his/her costs and expenses, including without limitation, reasonable attorneys' fees and costs incurred in connection with such action, and any appeal of such action.
- 14.3 Notices. Except as otherwise specifically provided herein, any notice, request or other communication required to be given pursuant to the provisions of this agreement shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified, first class mail, postage prepaid, and mailed to the parties at their last known address for which notice is provided. All service of process, notices, and demand shall be made upon Owner at the following address: Wallace Preble, 13805 NW Thompson Road, Portland, Oregon 97229. All



service of process, notices, and demand shall be made upon Purchaser at Claremont Golf Club, Inc., 4416 NW Tam-O'Shanter Way, Portland, Oregon 9722

- **14.4** Succession. Subject to the provisions of Section 22, this agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.
- 14.5 Captions. The section headings and captions contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement.
- 14.6 Severability. If any provision of this agreement shall be determined by a judge or arbitrator in a judicial or arbitration proceeding to be unlawful, void, or for any other reason unenforceable, the unenforceable provision shall be deemed stricken from the agreement but shall in no way affect the validity or enforceability of the remaining provision of this agreement. Similarly, if the provision of this agreement shall be determined, under applicable law, to be overly broad in duration, geographical coverage, or substantive scope, such provision shall be deemed narrowed to the broadest term permitted by applicable law.
- 14.7 Purchaser's Acknowledgment. Purchaser hereby acknowledges that Purchaser has read and received a copy of this agreement, including any exhibits thereto, and enters into this agreement voluntarily and willingly.
- 14.8 Applicable Law. The law of the State of Oregon shall govern the validity, interpretation, construction and performance of this agreement.
- 14.9 Amendments. This agreement shall not be modified, amended, or in any way altered expect by an instrument in writing and signed by both of the parties hereto.
  - 14.8 Time is of the Essence. Time is of the essence in this agreement.
- **14.11 Entire Agreement.** This agreement represents the entire agreement and understanding between the parties and supersedes any and all previous written or oral agreement or discussion between the parties and any other person or legal entity concerning the term of this agreement.

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, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF, the undersigned, being the Parties hereto, set their hands:

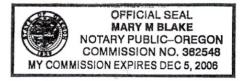
OWNER:

AUG 1 5 2019

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Dall		DATE: 11-3-3
Wallace Preble		
PURCHASER:		
Claremont Golf Club, Inc.		
George Thur	ten	DATE: Oct. 29, 2003
By: George Thurston, President	lent	
		RECEIVE
State of Oregon }	99	AUG 1 5 201
County of Washington }	SS	OWRD
Nownber, 2003 personally a	appeared before me Wallace P ed Owner and does hereby ack	Oregon certify that on the day of reble who, being first duly sworn, did knowledge said instrument to be his
	Notary Public My Commission Expires 13	2/5/06
State of Oregon }	SS	OFFICIAL SEAL MARY M BLAKE NOTARY PUBLIC-OREGON COMMISSION NO. 362548 MY COMMISSION EXPIRES DEC 5, 2006
County of Washington }		J.P.
did say that he is the officer	ry Public for the State of Oregonppeared before me George The herein named and does hereby half of Claremont Golf Club, I May M. Bake  Notary Public  My Commission Expires	
r	My Commission Expires 12	15/06





# HARRIS - McMONAGLE ASSOCIATES INC. ENGINEERS - SURVEYORS 12555 SW HALL BLVD. TIGARD OREGON, 97223 TEL. (503) 639-3453 FAX. (503) 639-1232

October 27, 2003

# EXHIBIT "A" LEGAL DESCRIPTION

SEE ACCOMPANYING SKETCH

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO DEFINE A PORTION OF THAT LAND DESCRIBED AS PARCEL I, OF DEED DOCUMENT No. 80-020927 FOR A LEASE/PURCHASE AGREEMENT BETWEEN WALLACE PREBLE, OWNER AND CLAREMONT GOLF CLUB, INC. PURCHASER

The following described tract of land being a portion of Parcel 1, of deed document No. 80-020927, situated in the Northwest Quarter of Section 28, Township 1-North, Range 1-West of the Willamette Meridian, Washington County, Oregon.

Beginning at the southeast corner of said Parcel l, also being the Initial Point of the duly recorded plat of "Crystal Park" and also being the point of intersection of the centerline tangents of the roadway curve of N.W. Thompson Road between centerline road stations 28+54.6 P.T. and 25+30.7 P.C; thence along said centerline tangent, N 89°05'36" W 92.27 feet to an intersection with the southerly 30-foot right of way line of said road; thence along said right of way line along the arc of a 234.63 foot radius curve to the left having a central angle of 32°05'38" (the chord of which bears N 45°34'04" E 129.71 feet) an arc distance of 131.43 feet to an intersection with the said centerline tangent to the curve; thence S 00°13'44" W 92.27 feet to the point of beginning.

Containing: 3463 square feet, more or less.

AUG 1 5 2019

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# Business Registry Business Name Search

**New Search** 

# **Business Entity Data**

08-15-2019 10:14

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
527195-99	DLLC	ACT	OREGON	06-13-2008	06-13-2020	
<b>Entity Name</b>	WALLABI	E FARMS, I	LLC			
Foreign Name						

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**New Search** 

# **Associated Names**

		11777111 (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907)	OWED
Туре	PPB PRINCIPAL PLACE OF BUSINESS	3	OWND
Addr 1	13805 NW THOMPSON		
Addr 2			
CSZ	PORTLAND OR 97229	Country UNITED S	TATES OF AMERICA

Please click <u>here</u> for general information about registered agents and service of process.

Туре	AGT	REGISTE	RED .	AGENT		Start Date	06-13- 2008	Resign Date	
Of Record	086012-96 TT ADMINISTRATIVE SERVICES, LLC								
Addr 1	JAMI	JAMES HEIN							
Addr 2	888 SW 5TH AVE STE 1600								
CSZ	PORT	ΓLAND	OR	97204		Country	UNITED STA	TES OF AMERICA	4

Туре	MALMAILING	ADI	RESS				
Addr 1	888 SW 5TH AV	/E					
Addr 2	SUITE 1600						
CSZ	PORTLAND	OR	97204	Country	UNITED STA	TES OF AMERIC	A

Туре	MGRMANAGER		Resign Date
Name	WALLACE	PREBLE	
Addr 1	13805 NW THOMPS	SON	
Addr 2			
CSZ	PORTLAND OR	97229	Country UNITED STATES OF AMERICA

**New Search** 

# Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
WALLABE FARMS, LLC	EN	CUR	06-13-2008	

Please read before ordering Copies.

6-18856



Water Resources Department

725 Summer St NE, Suite A Salem, OR 97301 (503) 986-0900 Fax (503) 986-0904

August 19, 2019

Dear Applicant:

The Oregon Water Resources Department has received your groundwater application for a water use permit. Your application has been assigned file number G-18842. Please refer to this number when contacting the Department. Should you have any questions about your application, please contact the following Water Rights Specialist assigned to your application:

Barbara Park Poage, Water Rights Specialist	Phone: 503-986-0859
Barbara Fark Foage, Water Rights Specialist	Email: barbara.j.poage@oregon.gov

A description of the steps that are used for processing a water right application are shown on the reverse side of this letter.

The first step in the water rights process is the completion of a groundwater review by the Department. This review can take approximately 6-9 months to complete, sometimes longer. Once the groundwater review is completed, you will receive a copy of an Initial Review that summarizes the Department's preliminary determinations. Copies of the Proposed Final Order and Final Order will also be mailed to you.

Please note that your application is subject to review and comment from other state agencies and interested parties.

Sincerely,

COPY

Judy Ferrell
Customer Service Representative
Oregon Water Resources Department

cc: William E McGill, CWRE

File

Water-Use Permit Application Processing Steps Oregon Water Resources Department

#### 1. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$260. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

#### 2. Public Notice

Within 7 days of the mailing of the initial review, the Department gives public notice of the application in the weekly notice published by the Department at www.oregon.gov/owrd. The public comment period is 30 days from publication in the weekly notice.

#### 3. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the Initial Review, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

#### 4. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$410.00 for the applicant and \$810.00 for non-applicants. Protests are filed on approximately 10 percent of Proposed Final Orders. If a protest is filed the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

#### 5. Final Order Issued

If no protests are filed, the Department can issue a Final Order within 60 days of the close of the period for receiving protest. If the application is approved, a permit is issued. The permit will specify the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.





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## OWRD

Date Received (Date Stamp Here)

# **OWRD Over-the-Counter Submission Receipt**

Applicant Name(s) & Address: Claremont Rolf Club	
15800 NW Country Club Dr. Portland, OR 97	279
Transaction Type: Gw Application	
Fees Received: \$ 2,210.00	
□ Cash ☐ Check: Check No. 1857 1507	
Name(s) on Check: Will Mc Gill	Surveying, 210
Address on Check: 15333 Platzer	
Turner, OF 97 Thank you for your submission. Oregon Water Resources Department (Department eview your submittal as soon as possible.	39.2 nent) staff will
If your submission is determined to be complete, you will receive a receipt for t an acknowledgement letter stating your submittal is complete.	he fees paid and
If determined to be incomplete, your submission and the accompanying fees w an explanation of deficiencies that must be addressed in order for the submitta	
If you have any questions, please feel free to contact the Department's Custom at 503-986-0801 or 503-986-0810.	er Service staff
Sincerely, OWRD Customer Service Staff	
Submission received by:	
Instructions for OWRD staff:	

- Complete this Submission Receipt, and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- · Give this original Submission Receipt to the applicant.
- · Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Place the Submission Receipt with check/cash in the small top drawer.(i.e., "Fiscal Pick Up Drawer"). Place the Submission Receipt with submission (application/other document) in the large bottom drawer.

725 Summer St. NE, Suite A, Salem, OR 97301 Phone: 503-986-0900



# RECEIVED

AUG 1 5 2019

### OWRD

Date Received (Date Stamp Here)

# **OWRD Over-the-Counter Submission Receipt**

Applicant Name(s) & Address: Claremont Rolf Club
15800 NW Country Club Dr. Portland, OR 97229
Transaction Type: Gw Application
Fees Received: \$ 2,210.00
☐ Cash ☐ Check: Check No. 1057 1567
Name(s) on Check: Will Mc Gill Surveying, LLC
Address on Check: 15333 Platzer RD SE
Turner, OF 97392 Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.
If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.
If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.
If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.
Sincerely, OWRD Customer Service Staff
Submission received by:
Instructions for OWRD staff:

- Complete this Submission Receipt, and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
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