

Application for a Permit to Store Water in a Reservoir

(Standard Review)



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

You must use this form for any reservoir storing more than 9.2 acre-feet and with a dam more than 10 feet high.

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

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

Organization

NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL *

Agent – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT / BUSINESS NAME William E. McGill, CWRE		PHONE (503) 510-3026	FAX
ADDRESS 15333 Pletzer Rd. SE			CELL
CITY Turner	STATE OR	ZIP 97392	E-MAIL * willmcgill.surveying@gmail.com

Note: Attach multiple copies as needed


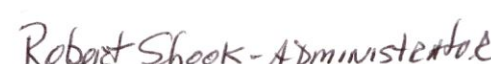
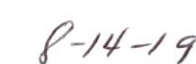
* By providing an e-mail address, consent is given to receive all correspondence from the Department electronically. (Paper copies of the final order documents will also be mailed.)

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally store water until the Water Resources Department issues a permit to me.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to get water to which they are entitled.

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I (we) affirm that the information contained in this application is true and accurate.

Applicant Signature Print Name and Title if applicable Date

Applicant Signature Print Name and Title if applicable Date

SECTION 2: PROPERTY OWNERSHIP

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.

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Affected Landowners: List the names and mailing addresses of all the 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

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.

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 water is to be used as depicted on the map.

SECTION 3: SOURCE OF WATER

A. Reservoir Name: Reservoir 1, 2, 3, 4, 5, 6, 7, & 8

B. Source: Provide the name of the water body or other source from which water will be diverted, and the name of the stream or lake it flows into. Indicate if source is run-off, seepage, or an unnamed stream or spring.

Source 1: Thompson Rd. Well	Tributary to: N/A
TRSQQ of POD: 1N 1W 28 SWNE	
Source 2:	Tributary to:
TRSQQ of POD:	

- Is the proposed reservoir in a wetland (as determined by DSL)? Yes No Don't know
- Is the proposed reservoir an enlargement of an existing dam/reservoir? Yes No
- Is the proposed reservoir in-channel of a stream or off-channel: In-channel Off-Channel
- If the reservoir is proposed to be in-channel, is the stream: Perennial Intermittent Ephemeral
- If the reservoir is proposed to be in-channel, has ODFW determined that native migratory fish are present?
 Yes No Don't know
- Is the reservoir in the 100-year floodplain? Yes No Don't know
- If the reservoir is not in the channel of a stream, state how it is to be filled: *Appropriate from Thompson Rd. Well (WASH 60848) and convey to connected system between Reservoirs 1-8 by 4-6" buried PVC mainline.*

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.

To answer the following questions, refer to the map shown on [Attachment 3](#) or the link below to determine whether the proposed point of diversion (POD) is located in an area where the Upper Columbia, the Lower Columbia, 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 POD and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:

https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/

If you need help to determine in which area the proposed POD is located, please call the customer service desk at (503) 986-0801.

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Upper Columbia - OAR 690-033-0115 thru -0130

Is the POD 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, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and 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.

If yes,

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.
- I understand that the Oregon Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements prior to diversion or use of water under any permit issued pursuant to this application.

Lower Columbia - OAR 690-033-0220 thru -0230

Is the POD located in an area where the Lower Columbia rules apply?

Yes No

If yes, you are notified that 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 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, provide the following information (the information must be provided with the application to be considered complete).

Yes No The proposed use is for more than **one** 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

Is the POD located in an area where the Statewide rules apply?

Yes No

If yes, 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

a) The use of the impounded water will be: multipurpose

b) The amount of water to be stored is: 26.14 acre-feet.

- o Reservoir 1: 4.20 af
- o Reservoir 2: 16.45 af
- o Reservoir 3: 2.28 af
- o Reservoir 4: 0.42 af
- o Reservoir 5: 1.17 af
- o Reservoir 6: 0.33 af

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- Reservoir 7: 0.90 af
 - Reservoir 8: 0.39 af
- c) The area submerged by the reservoir, when filled, will be 4.69 acres.
- Reservoir 1: 0.70 ac.
 - Reservoir 2: 2.35 ac.
 - Reservoir 3: 0.57 ac.
 - Reservoir 4: 0.14 ac.
 - Reservoir 5: 0.39 ac.
 - Reservoir 6: 0.11 ac.
 - Reservoir 7: 0.30 ac.
 - Reservoir 8: 0.13 ac.

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SECTION 6: DAM HEIGHT AND COMPOSITION

The maximum height of the structure will be zero feet above streambed or ground surface at the centerline of the crest of the dam.

Attach preliminary plans, specifications and supporting information for the dam and impoundment area including 1) dam height, 2) width, 3) crest width, 4) surface area and 5) preliminary fish passage design.

Note: If your dam height is greater than or equal to 10.0' above land surface AND your reservoir will store equal to or greater than 9.2acre-feet, engineered plans and specifications must be approved by the Department' Dam Safety Section prior to storage of water.

The dam will be (check one): EarthfillConcrete Flashboard Other

If "other," provide the description: All reservoirs are excavated with no dams.

SECTION 7: PRIMARY OUTLET WORKS

a) Describe the location and the dimensions of the outlet conduit through the dam:

NOTE: Most dams across a natural stream channel will need an outlet conduit having a minimum diameter of 8 inches or greater.

N/A

b) How and when will the outlet be operated?

N/A

c) If ODFW has determined fish are present in the stream, how do you propose to protect fish through the outlet conduit (the conduit does not constitute fish passage)?

N/A

SECTION 8: EMERGENCY SPILLWAY

a) Describe the location and the dimensions of the spillway channel.

N/A

b) How will the emergency spillway be designed to prevent erosion?

N/A

c) What is the maximum design flow for the spillway? (Should be able to handle high flow events. 10-year flood events? 50-year flood events?)

N/A

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SECTION 9: WATER QUALITY

- a) Describe how the reservoir will be managed to maintain water quality in the reservoir and downstream.
All ponds will be circulating on a connected system.
- b) Describe how the perimeter of the reservoir will be buffered to limit nutrient and bacteria contamination.
Vegetation.
- c) Describe how annual maintenance of the reservoir will be accomplished without discharging contaminated water instream.
N/A

SECTION 10: PROJECT SCHEDULE (List Month and Year)

- a) Proposed date construction work will begin: Existing system.
(Fish passage approval is necessary prior to construction.)
- b) Proposed date construction work will be completed: Existing system.
- c) Proposed date water use will be completed: Upon permit issuance.

SECTION 11: WITHIN A DISTRICT

Check here if the point of diversion or place of use are located within or are served by an irrigation or other water district.

Irrigation District Name	Address	
City	State	Zip

SECTION 12: REMARKS

Use this space to clarify any information you have provided in the application.

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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 sections are completed. 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.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership
- SECTION 3: Source of Water
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Dam Height and Composition
- SECTION 7: Primary Outlet Works
- SECTION 8: Emergency Spillway
- SECTION 9: Water Quality
- SECTION 10: Project Schedule
- SECTION 11: Within a District
- SECTION 12: Remarks

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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: \$3,410
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.
- Map that includes the following items:
 - Map must be prepared by a Certified Water Rights Examiner
 - Permanent quality and drawn in ink
 - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
 - North directional symbol
 - Township, Range, Section, Quarter/Quarter, Tax Lots
 - Reference public-land survey corner on map
 - Location of each dam by reference to a recognized public land survey corner (distances north/south and east/west)
 - Indicate the area of use by Quarter/Quarter and taxlot identified clearly
 - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
 - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)

Please note that a secondary application is required if there are out-of-reservoir uses associated with this application.

For Department Use: App. Number: R-88732

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 Claremont Golf Club (dba Claremont Civic Association)			PHONE (HM)		
PHONE (WK) (503) 614-8808		CELL		FAX	
ADDRESS 15800 NW Country Club Dr.					
CITY Portland		STATE OR	ZIP 97229	E-MAIL* 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	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
1N	1W	20	NESW NWSW SESW	1000	0000	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	reservoir
1N	1W	20	SWSW SESW	1003	0000	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	reservoir
1N	1W	20	SWSW	2300	0000	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	reservoir
1N	1W	29	NENW	1003 (Sec. 20)	0000	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	reservoir
1N	1W	29	NENW NWNW	2300 (Sec. 20)	0000	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	reservoir
1N	1W	29	NENW	3300	0000	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	reservoir
1N	1W	29	NENW	3200	0000	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	reservoir
1N	1W	28	SWNE	1601	1000	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	POA

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

Washington County

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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: 26.14 cubic feet per second gallons per minute acre-feet

Intended use of water: Irrigation Commercial Industrial Domestic for _____ household(s)

Municipal Quasi-Municipal Instream Other Multi-purpose

Briefly describe:

It is proposed to appropriate 26.14 acre-feet of water from the authorized well for storage in eight reservoirs on the golf course for aesthetics, wildlife, and other uses (multi-purpose). Water will be conveyed from well to golf course by mainline on right of ways and easements across civic association properties.



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.

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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 land use plan. Do not include approval for activities such as building or grading permits.

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Please check the appropriate box below and provide the requested information

Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): _____

WRD

Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below. (Please attach documentation of applicable land use approvals which have already been obtained. Record of Action/land use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land Use Approval:	
89-246-PD	CDC section 430-51	<input checked="" type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

NAME <i>Jacob Couppes</i>	TITLE: <i>Associate Planner</i>
SIGNATURE <i>[Signature]</i>	PHONE: <i>503-846-9197</i>
GOVERNMENT ENTITY <i>Washington County</i>	DATE: <i>8/14/19</i>

Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

Receipt for Request for Land Use Information



Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

R-88732

1N120000/000

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
Str=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.

FATCO: MCS-581445

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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DATED this 27 day of December 2012.

CLAREMONT GOLF CLUB, INC.,
An Oregon nonprofit corporation:

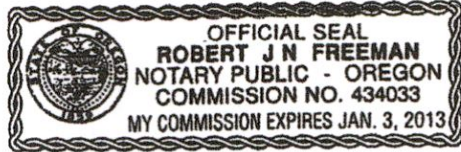
By: George R. Thurston
Its: PRESIDENT

STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on DEC. 27, 2012 by GEORGE R. THURSTON, as PRESIDENT of Claremont Golf Club, Inc., an Oregon nonprofit corporation.

DATED this 27 day of December 2012.

Robert J. N. Freeman
NOTARY PUBLIC in and for the State of Oregon,
My commission expires: 1-3-2013



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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.

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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 $81^{\circ} 49' 48''$ West 124.29 feet to the Northwest corner of Lot 146; thence North $71^{\circ} 04' 38''$ West 113.88 feet to the Northwest corner of Lot 144; thence North $63^{\circ} 00' 00''$ 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 $27^{\circ} 00' 00''$ East 53.17 feet to an angle corner in the East line of Lot 129; thence North $17^{\circ} 00' 00''$ East 325.24 feet to the Northeast corner of Lot 126; thence North $73^{\circ} 00' 00''$ West 81.84 feet to the Northwest corner of Lot 126; thence South $89^{\circ} 18' 40''$ West 230.41 feet to the Northwest corner of Lot 123; thence South $68^{\circ} 16' 22''$ West 192.63 feet to the Northwest corner of Lot 120; thence South $64^{\circ} 29' 44''$ 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 $13^{\circ} 04' 27''$ (the chord of which bears North $23^{\circ} 35' 31''$ 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 $54^{\circ} 15' 57''$ East 157.83 feet to the Southeast corner of Lot 250; thence North $50^{\circ} 38' 00''$ East 56.00 feet to the Southeast corner of Lot 249; thence leaving the plat boundary North $45^{\circ} 42' 22''$ East 58.22 feet; thence North $50^{\circ} 38' 00''$ East 406.00 feet; thence North $85^{\circ} 41' 56''$ East 40.00 feet; thence South $89^{\circ} 54' 38''$ East 507.29 feet; thence North $00^{\circ} 05' 22''$ East 118.00 feet; thence South $89^{\circ} 54' 38''$ East 81.20 feet; thence North $21^{\circ} 07' 37''$ East 20.97 feet; thence North $00^{\circ} 05' 22''$ East 22.00 feet; thence South $81^{\circ} 25' 40''$ 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 $26^{\circ} 44' 23''$ West 23.43 feet to the Southwest corner of Tract "T"; thence South $63^{\circ} 15' 37''$ East 15.00 feet to the Southeast corner of Tract "T"; thence South $06^{\circ} 51' 04''$ West 86.93 feet to the Northwest corner of Lot 293; thence South $00^{\circ} 09' 25''$ West 513.50 feet to an angle corner on the West line of Lot 285; thence South $34^{\circ} 04' 56''$ East 260.87 feet to the Northwest corner of Lot 280; thence South $08^{\circ} 35' 12''$ 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 $89^{\circ} 54' 38''$ East 48.97 feet to an angle corner in said lot; thence North $21^{\circ} 07' 37''$ East 20.97 feet to an angle corner in said lot; thence along the East line of said lot North $00^{\circ} 05' 22''$ East 22.00 feet to the Southwest corner of Tract "U", CLAREMONT NO. 6; thence along the South line of Tract "U", South $81^{\circ} 25' 40''$ East 6.77 feet; thence parallel with the East line of said lot, South $00^{\circ} 05' 22''$ West 28.85 feet; thence South $16^{\circ} 02' 59''$ West 18.43 feet; thence parallel with the South line of said lot, North $89^{\circ} 54' 38''$ West 57.63 feet; thence North $00^{\circ} 05' 22''$ 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:

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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. Shackelford 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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1N1200001003

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
Str=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.

FATCO: MS-581445

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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DATED this 27 day of December 2012.

CLAREMONT GOLF CLUB, INC.,
An Oregon nonprofit corporation:

By: George R. Thurston

Its: PRESIDENT

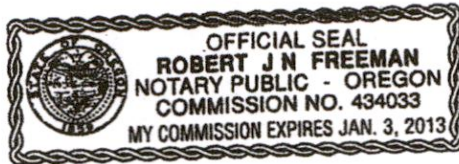
STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on DEC. 27, 2012 by GEORGE R. THURSTON, as PRESIDENT of Claremont Golf Club, Inc., an Oregon nonprofit corporation.

DATED this 27 day of December 2012.

Robert J. N. Freeman

NOTARY PUBLIC in and for the State of Oregon,
My commission expires: 1-3-2013



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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 27° 00' 00" East 15.00 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 $81^{\circ} 49' 48''$ West 124.29 feet to the Northwest corner of Lot 146; thence North $71^{\circ} 04' 38''$ West 113.88 feet to the Northwest corner of Lot 144; thence North $63^{\circ} 00' 00''$ 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 $27^{\circ} 00' 00''$ East 53.17 feet to an angle corner in the East line of Lot 129; thence North $17^{\circ} 00' 00''$ East 325.24 feet to the Northeast corner of Lot 126; thence North $73^{\circ} 00' 00''$ West 81.84 feet to the Northwest corner of Lot 126; thence South $89^{\circ} 18' 40''$ West 230.41 feet to the Northwest corner of Lot 123; thence South $68^{\circ} 16' 22''$ West 192.63 feet to the Northwest corner of Lot 120; thence South $64^{\circ} 29' 44''$ 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 $13^{\circ} 04' 27''$ (the chord of which bears North $23^{\circ} 35' 31''$ 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 $54^{\circ} 15' 57''$ East 157.83 feet to the Southeast corner of Lot 250; thence North $50^{\circ} 38' 00''$ East 56.00 feet to the Southeast corner of Lot 249; thence leaving the plat boundary North $45^{\circ} 42' 22''$ East 58.22 feet; thence North $50^{\circ} 38' 00''$ East 406.00 feet; thence North $85^{\circ} 41' 56''$ East 40.00 feet; thence South $89^{\circ} 54' 38''$ East 507.29 feet; thence North $00^{\circ} 05' 22''$ East 118.00 feet; thence South $89^{\circ} 54' 38''$ East 81.20 feet; thence North $21^{\circ} 07' 37''$ East 20.97 feet; thence North $00^{\circ} 05' 22''$ East 22.00 feet; thence South $81^{\circ} 25' 40''$ 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 $26^{\circ} 44' 23''$ West 23.43 feet to the Southwest corner of Tract "T"; thence South $63^{\circ} 15' 37''$ East 15.00 feet to the Southeast corner of Tract "T"; thence South $06^{\circ} 51' 04''$ West 86.93 feet to the Northwest corner of Lot 293; thence South $00^{\circ} 09' 25''$ West 513.50 feet to an angle corner on the West line of Lot 285; thence South $34^{\circ} 04' 56''$ East 260.87 feet to the Northwest corner of Lot 280; thence South $08^{\circ} 35' 12''$ 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 $89^{\circ} 54' 38''$ East 48.97 feet to an angle corner in said lot; thence North $21^{\circ} 07' 37''$ East 20.97 feet to an angle corner in said lot; thence along the East line of said lot North $00^{\circ} 05' 22''$ East 22.00 feet to the Southwest corner of Tract "U", CLAREMONT NO. 6; thence along the South line of Tract "U", South $81^{\circ} 25' 40''$ East 6.77 feet; thence parallel with the East line of said lot, South $00^{\circ} 05' 22''$ West 28.85 feet; thence South $16^{\circ} 02' 59''$ West 18.43 feet; thence parallel with the South line of said lot, North $89^{\circ} 54' 38''$ West 57.63 feet; thence North $00^{\circ} 05' 22''$ 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:

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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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1N120CC02300

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
Str=19 Y LOPEZ 03/15/2013 04:20:24 PM
\$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.

FATCO: ACS-581495

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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DATED this 27 day of December 2012.

CLAREMONT GOLF CLUB, INC.,
An Oregon nonprofit corporation:

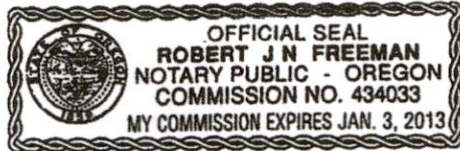
By: George R. Thurston
Its: PRESIDENT

STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on DEC. 27, 2012 by GEORGE R. THURSTON, as PRESIDENT of Claremont Golf Club, Inc., an Oregon nonprofit corporation.

DATED this 27 day of December 2012.

Robert J. Freeman
NOTARY PUBLIC in and for the State of Oregon,
My commission expires: 1-3-2013



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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.

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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 $81^{\circ} 49' 48''$ West 124.29 feet to the Northwest corner of Lot 146; thence North $71^{\circ} 04' 38''$ West 113.88 feet to the Northwest corner of Lot 144; thence North $63^{\circ} 00' 00''$ 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 $27^{\circ} 00' 00''$ East 53.17 feet to an angle corner in the East line of Lot 129; thence North $17^{\circ} 00' 00''$ East 325.24 feet to the Northeast corner of Lot 126; thence North $73^{\circ} 00' 00''$ West 81.84 feet to the Northwest corner of Lot 126; thence South $89^{\circ} 18' 40''$ West 230.41 feet to the Northwest corner of Lot 123; thence South $68^{\circ} 16' 22''$ West 192.63 feet to the Northwest corner of Lot 120; thence South $64^{\circ} 29' 44''$ 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 $13^{\circ} 04' 27''$ (the chord of which bears North $23^{\circ} 35' 31''$ 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 $54^{\circ} 15' 57''$ East 157.83 feet to the Southeast corner of Lot 250; thence North $50^{\circ} 38' 00''$ East 56.00 feet to the Southeast corner of Lot 249; thence leaving the plat boundary North $45^{\circ} 42' 22''$ East 58.22 feet; thence North $50^{\circ} 38' 00''$ East 406.00 feet; thence North $85^{\circ} 41' 56''$ East 40.00 feet; thence South $89^{\circ} 54' 38''$ East 507.29 feet; thence North $00^{\circ} 05' 22''$ East 118.00 feet; thence South $89^{\circ} 54' 38''$ East 81.20 feet; thence North $21^{\circ} 07' 37''$ East 20.97 feet; thence North $00^{\circ} 05' 22''$ East 22.00 feet; thence South $81^{\circ} 25' 40''$ 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 $26^{\circ} 44' 23''$ West 23.43 feet to the Southwest corner of Tract "T"; thence South $63^{\circ} 15' 37''$ East 15.00 feet to the Southeast corner of Tract "T"; thence South $06^{\circ} 51' 04''$ West 86.93 feet to the Northwest corner of Lot 293; thence South $00^{\circ} 09' 25''$ West 513.50 feet to an angle corner on the West line of Lot 285; thence South $34^{\circ} 04' 56''$ East 260.87 feet to the Northwest corner of Lot 280; thence South $08^{\circ} 35' 12''$ 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 $89^{\circ} 54' 38''$ East 48.97 feet to an angle corner in said lot; thence North $21^{\circ} 07' 37''$ East 20.97 feet to an angle corner in said lot; thence along the East line of said lot North $00^{\circ} 05' 22''$ East 22.00 feet to the Southwest corner of Tract "U", CLAREMONT NO. 6; thence along the South line of Tract "U", South $81^{\circ} 25' 40''$ East 6.77 feet; thence parallel with the East line of said lot, South $00^{\circ} 05' 22''$ West 28.85 feet; thence South $16^{\circ} 02' 59''$ West 18.43 feet; thence parallel with the South line of said lot, North $89^{\circ} 54' 38''$ West 57.63 feet; thence North $00^{\circ} 05' 22''$ 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:

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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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1N129BA03200

Washington County, Oregon
03/20/2018 04:52:28 PM
2018-019806

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



02373521201800198060030032
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 County Clerk



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

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 Country 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.

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IN WITNESS WHEREOF, County has caused this Deed to be executed by its Chair of the Board of County Commissioners this 20 day of March, 2018, pursuant to Board Minute Order No. 18-52 dated February 27, 2018.

APPROVED AS TO FORM:

WASHINGTON COUNTY, OREGON

[Signature]
Office of County Counsel

[Signature]
Chair, Board of County Commissioners

ATTEST:

[Signature]
Director, Assessment & Taxation

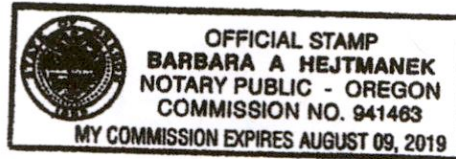
[Signature]
Recording Secretary

This instrument was acknowledged before me on March 20, 2018, by Andy Duyck, personally known to me as the Chair of the Washington County Board of County Commissioners, on behalf of whom this Deed was executed.

[Signature]
Notary Public of Oregon
My Commission Expires: 8-9-19

Accepted by Claremont Civic Association

By: [Signature]
Robert Shook, Administrator



This instrument was acknowledged before me on March 7th, 2018, by Robert Michael Shook, personally known to me, on behalf of whom this Deed was executed.

[Signature]
Notary Public of Oregon
My Commission Expires: November 19, 2021



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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.

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1N129BA03300

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
Str=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.

FATCO: MS-581445

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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DATED this 27 day of December 2012.

CLAREMONT GOLF CLUB, INC.,
An Oregon nonprofit corporation:

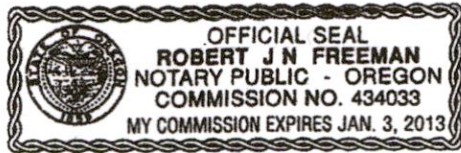
By: George R. Thurston
Its: PRESIDENT

STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on DEC. 27, 2012 by GEORGE R. THURSTON, as PRESIDENT of Claremont Golf Club, Inc., an Oregon nonprofit corporation.

DATED this 27 day of December 2012.

Robert J. N. Freeman
NOTARY PUBLIC in and for the State of Oregon,
My commission expires: 1-3-2013



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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.

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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 $81^{\circ} 49' 48''$ West 124.29 feet to the Northwest corner of Lot 146; thence North $71^{\circ} 04' 38''$ West 113.88 feet to the Northwest corner of Lot 144; thence North $63^{\circ} 00' 00''$ 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 $27^{\circ} 00' 00''$ East 53.17 feet to an angle corner in the East line of Lot 129; thence North $17^{\circ} 00' 00''$ East 325.24 feet to the Northeast corner of Lot 126; thence North $73^{\circ} 00' 00''$ West 81.84 feet to the Northwest corner of Lot 126; thence South $89^{\circ} 18' 40''$ West 230.41 feet to the Northwest corner of Lot 123; thence South $68^{\circ} 16' 22''$ West 192.63 feet to the Northwest corner of Lot 120; thence South $64^{\circ} 29' 44''$ 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 $13^{\circ} 04' 27''$ (the chord of which bears North $23^{\circ} 35' 31''$ 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 $54^{\circ} 15' 57''$ East 157.83 feet to the Southeast corner of Lot 250; thence North $50^{\circ} 38' 00''$ East 56.00 feet to the Southeast corner of Lot 249; thence leaving the plat boundary North $45^{\circ} 42' 22''$ East 58.22 feet; thence North $50^{\circ} 38' 00''$ East 406.00 feet; thence North $85^{\circ} 41' 56''$ East 40.00 feet; thence South $89^{\circ} 54' 38''$ East 507.29 feet; thence North $00^{\circ} 05' 22''$ East 118.00 feet; thence South $89^{\circ} 54' 38''$ East 81.20 feet; thence North $21^{\circ} 07' 37''$ East 20.97 feet; thence North $00^{\circ} 05' 22''$ East 22.00 feet; thence South $81^{\circ} 25' 40''$ 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 $26^{\circ} 44' 23''$ West 23.43 feet to the Southwest corner of Tract "T"; thence South $63^{\circ} 15' 37''$ East 15.00 feet to the Southeast corner of Tract "T"; thence South $06^{\circ} 51' 04''$ West 86.93 feet to the Northwest corner of Lot 293; thence South $00^{\circ} 09' 25''$ West 513.50 feet to an angle corner on the West line of Lot 285; thence South $34^{\circ} 04' 56''$ East 260.87 feet to the Northwest corner of Lot 280; thence South $08^{\circ} 35' 12''$ 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 $89^{\circ} 54' 38''$ East 48.97 feet to an angle corner in said lot; thence North $21^{\circ} 07' 37''$ East 20.97 feet to an angle corner in said lot; thence along the East line of said lot North $00^{\circ} 05' 22''$ East 22.00 feet to the Southwest corner of Tract "U", CLAREMONT NO. 6; thence along the South line of Tract "U", South $81^{\circ} 25' 40''$ East 6.77 feet; thence parallel with the East line of said lot, South $00^{\circ} 05' 22''$ West 28.85 feet; thence South $16^{\circ} 02' 59''$ West 18.43 feet; thence parallel with the South line of said lot, North $89^{\circ} 54' 38''$ West 57.63 feet; thence North $00^{\circ} 05' 22''$ 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:

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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. Shackelford 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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Washington County, Oregon 2008-060515
07/07/2008 04:07:07 PM
D-CW Cnt=1 Stn=22 I REED
\$20.00 \$5.00 \$11.00 - Total = \$36.00



01289106200800605150040040
I, Richard Hobemicht, 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 Hobemicht, Director of Assessment and Taxation, Ex-Officio County Clerk



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1-5

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

1080704

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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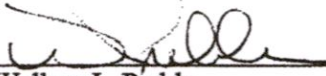
AUG 15 2019

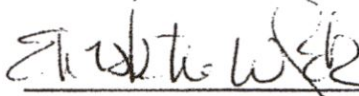
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Chicago Title Insurance Co.

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.

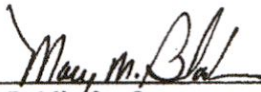

Wallace L. Preble


Elizabeth W. Preble

STATE OF OREGON)
) ss.
County of Washington)

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




Notary Public for Oregon
My Commission Expires: 12/5/10

00570800002\1029940 V001

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.

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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.

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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, Page 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.

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00616921200400794690100108
I, Jerry 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 records of said county.
Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk



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20

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

SEND TAX STATEMENT TO
WALLACE PREBLE
13805 NW THOMPSON RD.
PORTLAND OR 97229

LEASE PURCHASE AGREEMENT

This agreement is entered into

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")

RECITAL

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:

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LEASE TERMS

Section 1. Occupancy

1.1 Term. The term of this Lease is ninety nine (99) years with an automatic approval of one 99 year extension. Purchaser, its successors or assigns shall have the sole right to extend the termination date of this lease until the 8 day of JULY, 2201 unless sooner terminated by consent of all parties or sale of the property closes as hereinafter provided.

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 JULY, 2102.

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

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

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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.

Section 5. Insurance

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.

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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:

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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

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.

Section 13. Eminent Domain

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 except 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:

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Wallace Preble

DATE: 11-3-3

Wallace Preble

PURCHASER:

Claremont Golf Club, Inc.

George Thurston

DATE: Oct. 29, 2003

By: George Thurston, President

State of Oregon }
 } SS
County of Washington }

I Mary Blake a Notary Public for the State of Oregon certify that on the 29th day of November, 2003 personally appeared before me Wallace Preble who, being first duly sworn, did say that he is the herein named Owner and does hereby acknowledge said instrument to be his free and voluntary act.

Mary M. Blake
Notary Public
My Commission Expires 12/5/06

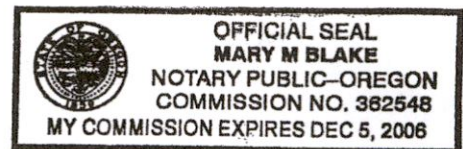
State of Oregon }
 } SS
County of Washington }



I Mary M. Blake a Notary Public for the State of Oregon certify that on the 29th day of Oct, 2003 personally appeared before me George Thurston who, being first duly sworn, did say that he is the officer herein named and does hereby acknowledge said instrument to be his free and voluntary act on behalf of Claremont Golf Club, Inc.

Mary M. Blake
Notary Public
My Commission Expires 12/5/06

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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 1, 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 1, 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.

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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	
Entity Name WALLABE FARMS, LLC						
Foreign Name						

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[New Search](#)

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	13805 NW THOMPSON					
Addr 2						
CSZ	PORTLAND	OR	97229	Country	UNITED STATES OF AMERICA	

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		Start Date	06-13-2008	Resign Date
Of Record	086012-96	TT ADMINISTRATIVE SERVICES, LLC				
Addr 1	JAMES HEIN					
Addr 2	888 SW 5TH AVE STE 1600					
CSZ	PORTLAND	OR	97204	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS				
Addr 1	888 SW 5TH AVE					
Addr 2	SUITE 1600					
CSZ	PORTLAND	OR	97204	Country	UNITED STATES OF AMERICA	

Type	MGR	MANAGER			Resign Date	
Name	WALLACE		PREBLE			
Addr 1	13805 NW THOMPSON					
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](#).

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Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Claremont Golf Club15800 NW Country Club Dr. Portland, OR 97229Transaction Type: Reservoir ApplicationFees Received: \$ 3,138.40
 Cash Check: Check No. 1506
Name(s) on Check: Will McGill Surveying, LLCAddress on Check: 15333 Pletzer RD SE
Turner, OR 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: Cory Middleton
(Name of OWRD staff)

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.



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- 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.



Oregon
Kate Brown, Governor

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 application to store water in a reservoir under the Standard Review process. Your application has been assigned file number **R-88732**. 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
	Email: barbara.j.poage@oregon.gov

A description of the steps that are used for processing an application to stored water in a reservoir are shown on the reverse side of this letter. Also included with this letter is a form to be completed by the Department of State Lands to determine if wetlands or other regulated water bodies (such as creeks) are in the project area.

The Department's goal is to process applications within statutory deadlines. The first step in the standard process is generate an Initial Review, which summarizes the Department's preliminary determinations. Reservoir applications typically receive an Initial Review in approximately two to three months. Copies of the Initial Review, Proposed Final Order, and Final Order will 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 Agent
File

Encl. - DSL Wetland Offsite Form

Water-Use Permit Application Processing Steps
Oregon Water Resources Department

Standard Review Process for a Reservoir Application:

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 & Protest Opportunity

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. A 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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