



Gregory L. Geist  
Director

March 7, 2019

Board of Directors  
Water Environment Services

Members of the Board:

Approval of a Service Connection Mortgage in the North Clackamas Service Area for  
Water Environment Services

<b>Purpose/Outcomes</b>	To place a Connection Mortgage on the tax lot 22E02CB04000 in order for the property to connect to the public sewerage system.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$159,915.00
<b>Funding Source</b>	Not applicable
<b>Duration</b>	Effective February 20, 2019 and terminates when paid in Full, Estimate date of January 1, 2029.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
<b>Contact Person</b>	Craig Anderson, WES Accountant – 503-742-4583

**BACKGROUND:**

The property owner listed on the attached service connection mortgage has applied to Water Environment Services for payment of systems development charges by semi-annual installment payments secured by a mortgage on the property owned by Western Properties, LLC: Map and Tax Lot: 22E02CB04000. The mortgage is in the amount of \$159,915.00 with final payment due by January 1, 2029.

Approved as to form by District Counsel.

**RECOMMENDATION:**

We respectfully recommend that the Board of County Commissioners, acting as the governing body of Water Environment Services, approve and accept the attached service connection mortgage.

Respectfully submitted,

Greg Geist, WES Director

No Change in Tax Statements  
After recording, return to:  
Water Environment Services  
Clackamas County Service District No. 1  
150 Beavercreek Road  
Oregon City, OR 97045

## WATER ENVIRONMENT SERVICES

### SERVICE CONNECTION MORTGAGE

THIS MORTGAGE ("Mortgage") is made this 20<sup>th</sup> day of February, 2019 by and between Western Properties, LLC (herein called "Mortgagor") and Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 (hereinafter called "District").

#### RECITAL

Mortgagor has voluntarily applied to District to connect to the public sewerage system. By its duly adopted Rules and Regulations, District has imposed system development and collection sewer charges of \$159,915.00 for the privilege of connecting the property described on Exhibit A, attached hereto and incorporated by reference ("Land"), to the District's sewerage system.

Mortgagor desires to defer payment of the system development and collection sewer charges and the District has agreed to such deferral. Therefore the parties agree as follows:

1. **Definitions.** As used herein the following terms shall have the following meanings.

1.1 **Event of Default.** Any of the happenings and occurrences described in paragraph 4.

1.2 **Fixtures.** To the extent of Mortgagor's interest therein, all fixtures now, or to any time hereafter, attached to or used in any way in connection with the operation, use or occupation of the Real Property (defined below), including, without limitation, all machinery and equipment, furniture and furnishings, screens, awnings, storm windows and doors, window shades, floor coverings, shrubbery, plants, boilers, tanks, furnaces, radiators, fire prevention and extinguishing apparatus, security and access control apparatus, communications apparatus, all heating, lighting, plumbing, gas, electric, ventilation, refrigerating, air conditioning and incinerating equipment of whatever kind and nature, all of which are hereby declared and shall be deemed to be fixtures and accessory to the fee and part of the Real Property as between the parties hereto, their heirs, legal representatives, successors and assigns and all persons claiming by, through or under them.

**1.3 Improvements.** All buildings and other improvements and all additions thereto and alterations thereof now, or at any time hereafter, located upon the Land or any part thereof.

**1.4 Indebtedness.** The promissory note made by Mortgagor, payable to District, dated this date, in the amount of \$159,915.00, the final payment of which, if not sooner paid is due January 1<sup>st</sup> 2029, as may be extended, renewed, modified, or amended, and including any adjustments and interest, principal and payment terms.

**1.5 Land.** The property described on attached Exhibit A.

**1.6 Obligations.** The covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor to or due District under this Mortgage.

**1.7 Real Property.** The Land, the Improvements and the Fixtures together with all rights, privileges, permits, licenses, tenements, hereditaments, rights-of-way, easements and appurtenances of the Land, and all right, title and interest of Mortgagor in and to any streets, ways, alleys or strips adjoining the Land or any part thereof are collectively referred to as "Real Property."

**2. Grant.** To secure payment of the Indebtedness and performance and discharge of the Obligations, Mortgagor hereby grants, bargains, sells and conveys and assigns to Mortgagor, a mortgage on the Real Property.

**3. Covenants.** Until the entire Indebtedness has been paid in full, Mortgagor covenants and agrees as follows:

**3.1 Repayment of Indebtedness.** Mortgagor agrees to pay to the District system development and collection sewer charges of \$159,915.00 in not less than twenty equal installments of \$7,995.75 on the first day of January and July of each year, together with and in addition to each said installment, interest on the unpaid principal balance, as of the principal payment date, at the prime rate of interest being charged on that date by the bank doing business in Oregon and having the largest deposits. Payments received shall be applied first to accrued interest and then to principal.

**3.2 Future Advances.** The parties hereto agree that if there is a change in class of service requiring the payment of additional system development and collection sewer charges, District, at its option and if the owner qualifies pursuant to the criteria in the Rules and Regulations, may allow those additional system development and collection sewer charges to be financed and secured by this Mortgage without loss of priority.

**3.3 Compliance with Laws.** Mortgagor will promptly and faithfully comply with, conform to, and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency which may be applicable to it or to the Real Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Real Property, or any part

thereof, whether or not such law, ordinance, rule, order, regulation or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Real Property.

**3.4 Payment of Taxes and Other Government Charges.** Mortgagor will promptly pay and discharge, or cause to be paid and discharged, before delinquency, all real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and other governmental charges and any interest or costs for penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Real Property which at any time prior to or after the execution of this Mortgage may be assessed, levied or imposed upon the Real Property, or the rent or income received therefrom, or any use of occupancy thereof, and any other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of Mortgagor's properties.

**3.5 Repair.** Mortgagor will keep the Real Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof, and will use Mortgagor's best efforts to prevent any act or thing which might impair the value or usefulness of the Real Property. Mortgagor shall not make any alterations or additions to the Improvements or remove any of the Improvements if such alternations, additions or removal would impair the value of the Real Property.

**3.6 Inspection.** District shall have the right, individually or through agents, at all reasonable times to inspect the Real Property.

**3.7 Indemnification.** Mortgagor shall indemnify and hold District and District's elected officials, agents, legal representatives, heirs, successors and assigns harmless against any and all claims, demands, losses, liabilities, costs and expenses arising out of or in any way related to or affecting the Real Property or Mortgagor's use thereof.

**3.8 Construction Liens.** Mortgagor shall not permit or suffer any construction or similar lien on any of the Real Property, except as such liens may be filed in the normal course by contractors, suppliers and the like. Mortgagor shall remove or cause the removal of all such liens by payment of amounts due on account thereof. If Mortgagor desires to contest any such lien, immediately upon the commencement of any litigation concerning the same, Mortgagor may contest the lien by posting a bond necessary for its removal.



4. **Events of Default.** Each of the following shall be an Event of Default.

4.1 **Failure to Pay.** The failure of the Mortgagor to pay any portion of the Indebtedness when it is due.

4.2 **Other Defaults.** The failure of Mortgagor to observe or perform any of the Obligations, other than as specified in this paragraph 4, within 10 days after notice from District specifying the nature of the deficiency. No notice of default and opportunity to cure shall be required if during the prior 12 months District has already sent a notice to Mortgagor concerning a deficiency in performance of the same obligation.

4.3 **Insolvency.** The insolvency of Mortgagor; abandonment of the Real Property, or any parcel or portion thereof; an assignment by Mortgagor for the benefit of creditors; the filing by Mortgagor of a voluntary petition in bankruptcy or an adjudication that Mortgagor is bankrupt; the appointment of a receiver for the property of Mortgagor; or the filing of an involuntary petition in bankruptcy and the failure of Mortgagor to secure the dismissal of the petition within 30 days after filing. Any Event of Default under this paragraph 4 shall apply and refer to Mortgagor, any guarantor of the Indebtedness, and to each of the individuals or entities which are collectively referred to as "Mortgagor."

4.4 **Transfer.** The sale, conveyance, transfer or other disposition of the Real Property, or any part thereof, or any interest therein, including the transfer of possessory rights therein, directly or indirectly, either voluntarily, involuntarily or by operation of law, by contract, deed or otherwise, without District's prior written consent, which consent shall not be unreasonably withheld. The District may attach such conditions to its consent as District may determine in its sole discretion, including without limitation, an increase in the interest rate or the payment of transfer of assumption fees and the payment of administrative and legal fees and costs incurred by District.

4.5 The default under any superior encumbrance to this Mortgage.

5. **Remedies.** Upon the occurrence of any Event of Default, District may exercise any one or more of the following remedies:

5.1 **Acceleration.** Declare the unpaid portion of the Indebtedness to be immediately due and payable.

5.2 **Foreclosure.** Foreclose this Mortgage in the manner provided by law for mortgage foreclosures.

5.3 **Receiver.** District shall be entitled, as a matter of right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor or the adequacy of the Real Property as security, to have a receiver appointed to enter upon and take possession of the Real Property, collect the rents therefrom, and apply the same as the court

may direct. Any receiver appointed may serve without bond. District shall not be disqualified to serve as receiver. The expense of the receivership shall be secured by this Mortgage.

**5.4 Remedies Cumulative and Concurrent.** The rights and remedies of District as provided in the Indebtedness and this Mortgage shall be cumulative and concurrent and may be pursued separately, successively, or together against Mortgagor or against other obligors, or against the Real Property, or any one or more of them, at the sole discretion of District, and may be exercised as often as occasion therefore shall arise.

**5.5 Nonwaiver.** The election of District not to exercise any option or remedy which they may have under this Mortgage with respect to any Event of Default shall not be deemed a waiver of District's right to exercise such rights or options as to any proceeding or subsequent Event of Default, nor shall it be deemed a waiver with respect to that Event of Default or any other remedy available to District under this Mortgage, the Note or applicable law.

**5.6 Termination of Services.** Mortgagor agrees that sanitary sewer service is necessary and vital for the continued use and functioning of the subject real property. If a default occurs under the terms of this Trust Deed, which default is not cured thirty days following written notice to Mortgagor, the beneficiary, in addition to any other remedies, may terminate sewer service to the subject property. Mortgagor, or its successors or assigns, shall be responsible for all costs associated with disconnection of service and reconnection to the public sewerage system.

## **6. Miscellaneous.**

**6.1 District's Right to Act.** Upon an Event of Default, District may, at District's option and without waiver of the default, perform the same on behalf of Mortgagor. Expenditures made or charges incurred by District for the foregoing purposes shall be paid by Mortgagor to District immediately upon demand and shall be secured by this Mortgage. Nothing herein shall require District to advance monies for any purpose or to do any other act, and District shall not incur any persona liability because of District's action or inaction under this paragraph.

**6.2 Time of Essence.** Time is of the essence in the payment of the Indebtedness and the Performance of the Obligations under and secured by this Mortgage.

**6.3 Applicable Law.** This Mortgage shall be governed by and construed according to the laws of the State of Oregon.

**6.4 Interpretation.** In interpreting this Mortgage, the singular shall include the plural. If Mortgagor consists of more than one person or entity, each such person and entity shall be jointly and severally liable to pay the Indebtedness and perform the Obligations.

**6.5 Severability.** In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the Indebtedness and remaining Obligation shall be in no way effected, prejudiced or disturbed thereby.

**6.6 Modification.** This Mortgage may only be modified by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

IN WITNESS WHEREOF, the Mortgagor has set his/her/their hand on the day and year first herein above written.

WESTERN PROPERTIES LLC.

(Legal owner)

(Legal owner)

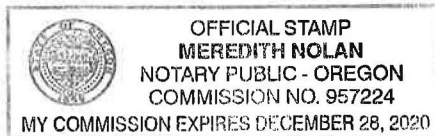
SILVIO BUMB - MEMBER MENAGER  
6215 SE HAZEL, PORTLAND OR 97206.

Mailing Address

Mailing Address

STATE OF OREGON           )  
  ) ss.  
County of Clackamas       )

This instrument was acknowledged before me on this 20 day of FEB., 2019 by  
SILVIO BUMB.



Meredith Nolan

Notary Public for Oregon

My Commission Expires: December 28, 2020

EXHIBIT "A"

All of that portion described in deed reference Clackamas County Official  
Record 2018-027423

(Tax Lot 22E02CB04000 )



Gregory L. Geist  
Director

March 7, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agreement for  
Release of Covenant Running with the Land

<b>Purpose/Outcomes</b>	To acknowledge the satisfactory completion of the requirements in the covenant.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Permanent
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	This Action: 1. Aligns with WES' strategic plan in that customers will continue to benefit from a well-managed utility. 2. Aligns with the Board's goal to build public trust through good government.
<b>Contact Person</b>	Don Kemp, WES Permitting Supervisor – 503-742-4577
<b>Contract No.</b>	N/A

**BACKGROUND:**

Clackamas County Service District No. 1 (CCSD1), which is part of the Water Environment Services (WES) Partnership, has an assessment district within a portion of its service zone. This assessment district levies fees and additional land parcel-specific obligations for the connection of wastewater service. Property owners enter into an agreement with WES, (and historically CCSD1), called a "Covenant Running with the Land" to officially outline the requirements of the assessment district on the property in question.

In 2003, the Cascade Pacific Council Boy Scouts of America ("Boy Scouts") entered into an agreement with CCSD1 regarding two parcels of property that they owned. The Boy Scouts have since transferred the two parcels to Scouter's Mountain, LLC. All required conditions under the covenants have been satisfied, and CCSD1/WES and Scouter's Mountain, LLC now desire to release the covenants from the properties.

This Agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

District Staff respectfully recommends that the Board of County Commissioners, acting as the governing body of Water Environment Services, approve the Release of Covenant Running with the Land.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist, WES Director

o change in Tax Statements

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After recording, return to:

Clackamas County Service District No. 1  
150 Beavercreek Road, Suite 430  
Oregon City, OR 97045

Clackamas County Deed Ref. Numbers.:  
2003-148632, 466-519, 2017-030854

*Reserve this area for recording stamp*

## RELEASE OF COVENANT RUNNING WITH THE LAND

### Recitals

In 2003, the Cascade Pacific Council Boy Scouts of America (“Boy Scouts”) entered into an agreement (“Covenant Running With The Land”) with Clackamas County Service District No. 1 (“CCSD1”) to include two parcels of property it into CCSD1’s assessment district that would result in the properties receiving wastewater service in return for the payment of assessment fees and other obligations outlined therein. The Boy Scouts eventually transferred the two parcels to Scouter’s Mountain, LCC. All required conditions under the covenants have been satisfied, and CCSD1 and Scouter’s Mountain, LLC now desire to release the covenants from the properties.

### Agreement

Clackamas County Service District No. 1, a political subdivision of the State of Oregon (“CCSD1”) and Scouter’s Mountain, LLC, an Oregon limited liability company (“Scouter’s Mountain”), hereby release all rights and obligations granted in the covenant, recorded as document 2003-148632 in the Real Property Records of Clackamas County and attached hereto as **Exhibit A** (“Covenant”), on the real property described as Deed Reference 466-519 in the Clackamas County Real Property Records (“Property”).

The Property was conveyed to Scouter’s Mountain, LLC from the Cascade Pacific Council Boy Scouts of America pursuant to the statutory warranty deed recorded as 2017-030854 in the Real Property Records of Clackamas County, attached hereto as **Exhibit B**.

The true consideration for this conveyance is the sum of \$0 dollars and other such good and valuable consideration. The covenants have been satisfied and are no longer necessary for either party.

*[Signature Page Follows]*



In witness whereof, this instrument is executed by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Clackamas County Service District No. 1**

BY: \_\_\_\_\_

Chair

NAME: \_\_\_\_\_

STATE OF OREGON )

)

County of Clackamas )

This instrument was acknowledged before me on \_\_\_\_\_, 2019 by .

\_\_\_\_\_ as the Chair of the governing body of Clackamas

County Service District No. 1.

\_\_\_\_\_  
Notary for Oregon

My Commission expires: \_\_\_\_\_

**Scouter's Mountain, LLC**

BY (signature): \_\_\_\_\_

TITLE: Manager

PRINT NAME: Greg Kubicek

WASHINGTON  
STATE OF OREGON )

)

County of ~~Clackamas~~ Clark )

This instrument was acknowledged before me on February 22, 2019 by  
Greg Kubicek as the Manager of Scouter's Mountain, LLC.

Notary Public  
State of Washington  
KRISTA A HARVILL-SORTER  
MY COMMISSION EXPIRES  
APRIL 15, 2021

Krista A. Harvill-Sorter  
Notary for ~~Oregon~~ Washington

My Commission expires: 4-15-21

# EXHIBIT A

After recording, return to:  
Clackamas County Service District No. 1  
8101 SE Sunnybrook Blvd., Suite 441  
Clackamas, OR 97015

Clackamas County Official Records  
Sherry Hall, County Clerk

2003-148632



\$31.00

00697500200301486320020027

11/06/2003 03:31:10 PM

D-00 Cnt=1 SIn=5 LYNN  
\$10.00 \$11.00 \$10.00

## COVENANT RUNNING WITH THE LAND

This Covenant is made this 16th day of October, 2003 by and between Cascade Pacific Council Boy Scouts of America - (the "Owners"), and Clackamas County Service District No. 1, a County service district (District). The Owners represent that they are the legal owners of Tax Lot 12E36B 00300, located at 11300 SE 147<sup>TH</sup> AVENUE which is recorded in the Clackamas County Deed Records as Deed Reference 466-519 (the "Property").

### RECITAL

The Owners are requesting the above-described Property be included in Assessment District 2001-1, formed by the Board of County Commissioners on May 3, 2001 by Order 2001-88. The above Property was not located within the UGB, the District and the City of Happy Valley at the time of this formation. Said Property is currently under a WPCF permit with the DEQ, which requires connection to public sewers as soon as available. Assessment District 2001-1 now provides that necessary service. The Owners wish to acquire sanitary sewer service, to the Property by joining Assessment District 2001-1. The described property will be annexed to the City of Happy Valley and to the District.

The Property will be assessed for its fair and proportionate share of the costs of the improvements which are financed by Assessment District 2001-1, and the Owners will have the opportunity to pay the assessment in semiannual installments over a period of twenty years, with interest. The final assessment is based on the actual cost of constructing the sanitary sewer system improvements. The assessment will be levied upon completion of the Assessment District 2001-1 sanitary sewer system improvements. The final assessment for the costs of the sanitary sewer system improvements against the above Property, based upon the approved Method of Assessment Formula, is as follows:

#### Final Assessment

◆ Area Benefit 5.04 acres @ \$1,000.00 per acre =	\$ 5,040.00
Exempting 20 acres as Scouter's Mountain wilderness area, subject to charge should development occur	
◆ Proximity to Service 22,500 sq. ft @ \$ 0.5512646 =	\$ 12,403.45
◆ Service Connection Lateral 0 @ \$1,200.00 =	\$ 0.00
◆ Total Final Assessment =	\$ 17,443.45

#### The District agrees:

- The above described Property will be included in Assessment District 2001-1, and
- The District will annex described Property to CCSD#1 following City annexation, and
- The Owners will be given the opportunity to pay the final assessment in semi-annual installments, with interest, over a period of twenty years, and
- The District agrees to apply an exemption of the remaining 20 acres as long as Property remains wilderness for use as the Boy Scout Camp, with the understanding that the \$1,000.00 per acre Area Benefit will be applied to the exempt 20 acres in the amount of \$20,000.00, should development occur in the future, and
- The District will charge a System Development Charge (SDC) in the amount of \$2,200.00, which is based upon current facilities being one single family dwelling, prior to connection, and
- The monthly usage will be considered 1 Equivalent Dwelling Unit (EDU), currently at \$22.00 per month, and
- Following annexation proceedings, standard Surface Water Management fees will be determined and billed accordingly.

#### The Owners agree, on behalf of themselves and all future owners of the Property, that:

- The Property shall be included in Assessment District 2001-1 and assessed for its share of the costs of the sanitary sewer system Improvements on the same basis as all other parcels which are included in Assessment District 2001-1, excepting \$20,000.00 of Area Benefit, which will become due and payable as a Collection Sewer Charge should this Property convert from wilderness and camp office of one single family dwelling to development property, and

- (b) The Owners will not oppose the levying of final assessment of the Property for its proportionate share of the costs of the sanitary sewer system improvements within Assessment District 2001-1, and
- (c) The Owners and all future owners of the Property shall pay the charges imposed by the District for sanitary sewer service and surface water management, in addition to the assessment, and shall be subject to the Rules and Regulations of the District, and
- (d) The Owners acknowledge that they were not notified at the time of the formation of Assessment District 2001-1 and that they were not given an opportunity to remonstrate against the formation of Assessment District 2001-1 and it is only at their request for the Property benefit that they now be included in the Assessment District 2001-1, and
- (e) Owners agree to annex to both the City of Happy Valley and Clackamas County Service District No. 1.

To induce the District to include the Property in Assessment District 2001-1, the Owners, on behalf of themselves and all future owners of the Property, hereby waive the right to contest or object to:

- ♦ the lack of notice of formation, and
- ♦ the lack of opportunity to remonstrate, and
- ♦ any and all remonstrances;

Further, the Owners request inclusion of the Property in Assessment District 2001-1, the District and the assessment of the Property for the costs of the sanitary sewer system improvements, including any and all defects in the procedures for including the Property in the District and imposing the assessment against the Property.

NOTICE TO OWNERS AND SUBSEQUENT PURCHASERS

FINAL ASSESSMENT SHALL BE RECORDED IN THE CLACKAMAS COUNTY DEED RECORDS AND SHALL BIND ALL OWNERS OF ANY INTEREST IN THE PROPERTY, INCLUDING SUBSEQUENT PURCHASERS. ACQUISITION OF AN INTEREST IN THE PROPERTY AFTER THIS COVENANT IS SIGNED CONSTITUTES CONSENT TO THIS COVENANT, AND ALL PERSONS WHO OWN INTERESTS IN THE PROPERTY AFTER THE FINAL ASSESSMENT IS RECORDED SHALL BE BOUND BY THIS COVENANT.

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

Ronald W. Garland

Ronald W. Garland  
Print Name

Scout Executive  
Title

Print Name

Title

STATE OF OREGON )

) ss.

County of Clackamas )

Personally appearing the above named Ronald W. Garland, as Scout Executive of Cascade Pacific Council Boy Scouts of America and acknowledged the foregoing instrument to be his voluntary act and deed on this 16<sup>th</sup> day of October, 2003.



Annette M. Mason  
Notary Public for Oregon  
My Commission Expires: 03/11/07  
Commission # 36608

STATE OF OREGON )

) ss.

County of Clackamas )

Personally appearing the above named R. Kent Squires, as Director of Clackamas County Service District No. 1 and acknowledged the foregoing instrument to be his voluntary act and deed on this 22 day of October, 2003.

R. Kent Squires  
R. Kent Squires, Director  
Clackamas County Service District No. 1



Kathy E. Frasier  
Notary Public for Oregon  
My Commission Expires: 9/18/07

After Recording Return to:  
Clackamas County Service District No. 1  
9101 SE Sunnybrook Blvd., Suite 441  
Clackamas, OR 97015

Clackamas County Official Records  
Sherry Hall, County Clerk

2003-162735



\$16.00

L-ASMTL Cnt=1 Stn=5 LYNN  
\$5.00 \$11.00

12/16/2003 12:43:55 PM

**NOTICE OF FINAL ASSESSMENT**  
**Sanitary Sewer Assessment**

**Assessment District 2001-1**  
**North Clackamas Service Area**  
**Clackamas County Service District No. 1**

Legal Owners: CASCADE PACIFIC COUNCIL BOY SCOUTS AMERICA  
ATTN: DIRECTOR OF CAMPING

Mailing Address: 2145 SW NAITO PARKWAY  
PORTLAND, OR 97201

Property Site Address: 11300 SE 147TH AVE

Tax Lot #: 12E36B 00300

Deed Reference #

2002 Assessed Value: \$395,914  
2002 Real Market Value \$527,101

Area Benefit:

5.0400 Benefited Acres @ \$1,000.00 per Acre = ..... \$5,040.00

Proximity to Service: Minimum = 15,000 Sq Ft

22,500 Square Feet @ \$0.5512646 per Sq Ft = ..... \$12,403.45

Service Connections:

\_\_\_ Each @ \$1,200.00 per lateral = ..... \$0.00

**Total Assessment = ..... \$17,443.45**

12/04/03

**CLACKAMAS COUNTY**  
**SATISFACTION OF LIEN**

PROPERTY DESCRIPTION 12E36B 00300

ORDER NUMBER AND DATE 2003-237, NOVEMBER 26, 2003

DATE PAID 04/08/2004

PROJECT DESCRIPTION ASSESSMENT DISTRICT 2001-1

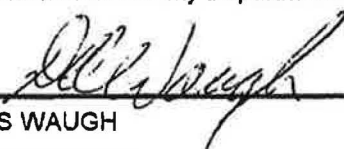
NAME ON ORIGINAL LIEN CASCADE PACIFIC COUNCIL BOY SCOUTS AMERICA

CURRENT NAME CASCADE PACIFIC COUNCIL BOY SCOUTS AMERICA

WATER ENVIRONMENT SERVICES ACCT. # 90450

The assessment for the above described property is fully paid, satisfied and discharged.

WATER ENVIRONMENT SERVICES  
formerly Clackamas County Department of Utilities

  
DOUGLAS WAUGH  
FINANCE MANAGER

RECORDING NUMBER 2003-162735

RECORDING DATE 12-16-03

After recording, return to:

Water Environment Services  
PO Box 280  
Oregon City, OR 97045

Clackamas County Official Records  
Sherry Hall, County Clerk

2004-034194



\$16.00

00667624200400341940010019

04/20/2004 03:29:26 PM

L-A SMTLS Cnt=1 Stn=5 LYNN  
\$5.00 \$11.00

EXHIBIT B

CHICAGO TITLE 472513508494EE-CM

**AFTER RECORDING RETURN TO:**

Scouter's Mountain, LLC, an Oregon limited liability company  
Po Box 61426  
Vancouver, WA 98666

**SEND TAX STATEMENTS TO:**

SAME AS ABOVE

Clackamas County Official Records  
Sherry Hall, County Clerk

**2017-030854**

05/08/2017 03:28:01 PM

D-D Cnt=1 Stn=0 STEPHEN  
\$30.00 \$16.00 \$10.00 \$22.00

**\$78.00**

11282 SE 147th Avenue, Happy Valley, OR 97086

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SPECIAL WARRANTY DEED - STATUTORY FORM**  
(INDIVIDUAL or CORPORATION)

**Cascade Pacific Council, Boy Scouts of America, an Oregon nonprofit corporation, Grantor, conveys and specially warrants to Scouter's Mountain, LLC, an Oregon limited liability company, Grantee, the following described real property free and clear of encumbrances created or suffered by the grantor except as specifically set forth below:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The true consideration for this conveyance is Nine Million One Hundred Thirty-Nine Thousand Nine Hundred Fifty-Eight And 70/100 Dollars (\$9,139,958.70).

**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.**

**SPECIAL WARRANTY DEED - STATUTORY FORM**

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated 5/6/17; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

Cascade Pacific Council, Boy Scouts of America, an Oregon nonprofit corporation

BY: Matthew Devore

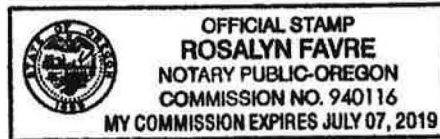
Matthew Devore,  
Scout Executive/CEO

State of OR  
County of Clackamas

This instrument was acknowledged before me on May 6<sup>th</sup>, 2017 by Matthew S. Devore, Scout Executive/CEO of Cascade Pacific Council, Boy Scouts of America, an Oregon nonprofit corporation

[Signature]  
Notary Public - State of Oregon

My Commission Expires: 7-7-2019





## EXHIBIT "A"

### Legal Description

A tract of land located in the Northeast One-Quarter and the Northwest One-Quarter of Section 36, Township 1 South, Range 2 East, Willamette Meridian, City of Happy Valley, Clackamas County, Oregon and being more particularly described as follows:

Beginning at the North One-Quarter corner of said Section 36, thence along the north line of the Northeast One-Quarter of said Section 36, South 87°26'47" East 1057.11 feet to a 3/4 inch iron pipe; thence continuing along said north line, South 87°31'10" East 82.28 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "COMSTOCK NW" at the northwesterly corner of Parcel 2 of Partition Plat Number 1995-060; thence along the northerly west line of said Parcel 2, South 01°51'15" West 341.33 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." and the True Point of Beginning; thence continuing along said west line, South 01°51'15" West 196.47 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 88°36'45" West 175.54 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 25°30'46" West 154.37 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 10°27'17" West 568.61 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 00°19'37" West 203.09 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 08°26'41" West 142.90 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 45°21'04" West 342.51 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 01°08'02" East 318.96 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 43°26'31" West 214.01 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 86°17'54" West 133.14 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 56°24'20" West 201.55 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 39°39'59" West 333.45 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 82°52'20" West 158.44 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 08°00'19" West 101.98 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 01°16'18" East 277.20 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 83°14'44" East 327.89 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 18°36'10" East 212.55 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 87°05'09" East 491.39 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 43°08'19" East 602.82 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the westerly line of Exhibit B of Document Number 2015-074476; thence along said westerly line, South 01°49'16" West 480.35 feet to a 1 inch iron pipe on the southerly line of the Northeast-One Quarter of said Section 36; thence along said southerly line North 87°05'09" West 1058.71 feet to a 5/8 inch iron rod at the Center One-Quarter corner of said Section 36; thence along the south line of the Northwest One-Quarter of said Section 36,

## EXHIBIT "A"

### Legal Description

North 88°46'59" West 835.58 feet to a 5/8 inch iron rod at the southeast corner of Parcel 2 of Partition Plat Number 1997-082; thence along the east line of said Plat, North 02°31'43" East 459.88 feet to a 5/8 inch iron rod at the northeast corner of Parcel 1 of said Plat; thence along the north line of said Parcel 1, North 88°46'40" West 443.18 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the easterly right-of-way line of SE 147<sup>th</sup> Avenue (30.00 feet from centerline); thence along said easterly right-of-way line, North 02°31'01" East 201.54 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the northeasterly right-of-way line of SE 145<sup>th</sup> Avenue (30.00 feet from centerline); thence along said northeasterly right-of-way line, North 59°51'56" West 32.89 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the easterly line of Document Number 96-05954; thence along said easterly line, North 01°40'43" East 418.86 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the southerly line of Document Number 2011-026955; thence along the southerly line of said Deed, North 80°02'47" East 607.91 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS"; thence continuing along said southerly line and the southerly easterly line thereof along the following courses: along a non-tangential curve to the left with a Radius of 402.17 feet, Delta of 18°06'20", Length of 127.09 feet, and a Chord of North 73°16'21" East 126.56 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 64°13'11" East 114.89 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a non-tangential curve to the right with a Radius of 1506.13 feet, Delta of 07°41'37", Length of 202.24 feet, and a Chord of North 72°56'21" East 202.09 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a curve to the left with a Radius of 1336.04 feet, Delta of 07°31'19", Length of 175.40 feet, and a Chord of North 73°01'30" East 175.27 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a curve to the right with a Radius of 1654.89 feet, Delta of 09°03'40", Length of 261.71 feet, and a Chord of North 73°47'41" East 261.44 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a curve to the left with a Radius of 196.38 feet, Delta of 27°50'13", Length of 95.41 feet, and a Chord of North 64°24'24" East 94.47 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a curve to the right with a Radius of 217.76 feet, Delta of 21°11'36", Length of 80.55 feet, and a Chord of North 61°05'06" East 80.09 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 71°40'54" East 149.90 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a non-tangential curve to the left with a Radius of 145.66 feet, Delta of 41°48'16", Length of 106.28 feet, and a Chord of North 45°44'13" East 103.94 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 24°50'05" East 160.89 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 11°17'16" East 40.42 feet; thence North 01°07'22"

## EXHIBIT "A"

### Legal Description

West 148.45 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 06°32'29" East 91.48 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 01°54'47" West 61.64 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence leaving said southeasterly line North 90°00'00" East 144.35 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a non-tangential curve to the right with a Radius of 325.50 feet, Delta of 04°29'09", Length of 25.48 feet, and a Chord of North 50°27'50" East 25.48 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the left with a Radius of 14.50 feet, Delta of 82°04'45", Length of 20.77 feet, and a Chord of North 11°40'02" East 19.04 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 29°22'20" West 16.08 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 60°37'40" East 49.00 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 29°22'20" East 14.26 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the left with a Radius of 14.50 feet, Delta of 84°44'38", Length of 21.45 feet, and a Chord of South 71°44'39" East 19.54 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the right with a Radius of 325.50 feet, Delta of 24°06'58", Length of 137.01 feet, and a Chord of North 77°56'31" East 136.00 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 90°00'00" East 61.38 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the right with a Radius of 325.50 feet, Delta of 26°51'40", Length of 152.60 feet, and a Chord of South 76°34'10" East 151.21 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the left with a Radius of 14.50 feet, Delta of 82°29'47", Length of 20.88 feet, and a Chord of North 75°36'47" East 19.12 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 34°21'53" East 4.10 feet to the True Point of Beginning.

The above described tract of land contains 59.82 acres, more or less.

**Permitted Exceptions:**

Regulations, levies, liens, assessments, rights of way and easements of Clackamas County Service District No. 1.

Easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose: To take water and maintain water system

Recording Date: September 5, 1957

Book: 530

Page: 210

Right-of-Way Declaration, including the terms and provisions thereof;

Recording Date: January 14, 1966

Book: 668

Page: 18

Easement Agreement, including the terms and provisions thereof;

Recording Date: February 5, 1980

Recording No: 80-004237

Easement for the purpose shown below and rights incidental thereto as set forth in a document:

In favor of: Mt. Scott Water District

Purpose: Water pipelines

Recording Date: May 22, 1998

Recording No: 98-045283

Covenant Running With the Land, including the terms and provisions thereof;

Recording Date: November 6, 2003

Recording No.: 2003-148631

Covenant Running With the Land, including the terms and provisions thereof;

Recording Date: November 6, 2003

Recording No.: 2003-148632

Easement for the purpose shown below and rights incidental thereto as set forth in a document:

In favor of: Sunrise Water Authority

Purpose: Waterline

Recording Date: March 17, 2004

Recording No: 2004-022006

Declaration of Covenants, Conditions and Restrictions For Transfer of Excess Development Rights, including the terms and provisions thereof;

Recording Date: May 3, 2011

Recording No.: 2011-026434

Easement for the purpose shown below and rights incidental thereto as set forth in a document:

In favor of: Adjacent property owner

Purpose: Vehicular and Pedestrian Access

Recording Date: May 5, 2011

Recording No: 2011-026956

Replacement Sewer Line Easement and Joint Maintenance Agreement, including the terms and provisions thereof;

Recording Date: May 5, 2011

Recording No.: 2011-026957

No change in Tax Statements

After recording, return to:

Clackamas County Service District No. 1  
150 Beavercreek Road, Suite 430  
Oregon City, OR 97045

Clackamas County Deed Ref. Numbers.:  
2003-148632, 466-519, 2017-030854

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*Reserve this area for recording stamp*

## RELEASE OF COVENANT RUNNING WITH THE LAND

### Recitals

In 2003, the Cascade Pacific Council Boy Scouts of America ("Boy Scouts") entered into an agreement ("Covenant Running With The Land") with Clackamas County Service District No. 1 ("CCSD1") to include two parcels of property it into CCSD1's assessment district that would result in the properties receiving wastewater service in return for the payment of assessment fees and other obligations outlined therein. The Boy Scouts eventually transferred the two parcels to Scouter's Mountain, LCC. All required conditions under the covenants have been satisfied, and CCSD1 and Scouter's Mountain, LLC now desire to release the covenants from the properties.

### Agreement

Clackamas County Service District No. 1, a political subdivision of the State of Oregon ("CCSD1") and Scouter's Mountain, LLC, an Oregon limited liability company ("Scouter's Mountain"), hereby release all rights and obligations granted in the covenant, recorded as document 2003-148631 in the Real Property Records of Clackamas County and attached hereto as **Exhibit A** ("Covenant"), on the real property described as Deed Reference 85-425 in the Clackamas County Real Property Records ("Property").

The Property was conveyed to Scouter's Mountain, LLC from the Cascade Pacific Council Boy Scouts of America pursuant to the statutory warranty deed recorded as 2017-030854 in the Real Property Records of Clackamas County, attached hereto as **Exhibit B**.

The true consideration for this conveyance is the sum of \$0 dollars and other such good and valuable consideration. The covenants have been satisfied and are no longer necessary for the Grantor.

*[Signature Page Follows]*

In witness whereof, this instrument is executed by the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Clackamas County Service District No. 1**

BY: \_\_\_\_\_

Chair

NAME: \_\_\_\_\_

STATE OF OREGON )

)

County of Clackamas )

This instrument was acknowledged before me on \_\_\_\_\_, 2019 by .

\_\_\_\_\_ as the Chair of the governing body of Clackamas  
County Service District No. 1.

\_\_\_\_\_  
Notary for Oregon

My Commission expires: \_\_\_\_\_

**Scouter's Mountain, LLC**

BY (signature): \_\_\_\_\_

TITLE: Manager

PRINT NAME: Greg Kubicek

WASHINGTON  
STATE OF OREGON )

)

County of Clackamas Clark )

This instrument was acknowledged before me on February 22, 2019 by  
Greg Kubicek as the Manager of Scouter's Mountain, LLC.

Notary Public  
State of Washington  
KRISTA A HARVILL-SORTER  
MY COMMISSION EXPIRES  
APRIL 15, 2021

Krista Harvill-Sorter  
Notary for Oregon Washington

My Commission expires: 4-15-21



# EXHIBIT A

2/2

After recording, return to:  
Clackamas County Service District No. 1  
9101 SE Sunnybrook Blvd., Suite 441  
Clackamas, OR 97015

Clackamas County Official Records  
Sherry Hall, County Clerk

2003-148631



\$31.00

00597499200301486310020022

11/06/2003 03:31:10 PM

D-OD Cnt=1 Sln=5 LYNN  
\$10.00 \$11.00 \$10.00

## COVENANT RUNNING WITH THE LAND

This Covenant is made this 16<sup>th</sup> day of October, 2003 by and between Cascade Pacific Council Boy Scouts of America - (the "Owners"), and Clackamas County Service District No. 1, a County service district (District). The Owners represent that they are the legal owners of Tax Lot 12E36B 00100, located at 11282 SE 147<sup>TH</sup> AVENUE which is recorded in the Clackamas County Deed Records as Deed Reference 85-425 (the "Property").

### RECITAL

The Owners are requesting the above-described Property be included in Assessment District 2001-1, formed by the Board of County Commissioners on May 3, 2001 by Order 2001-88. The above Property was not located within the UGB, the District and the City of Happy Valley at the time of this formation. Said Property is currently under a WPCF permit with the DEQ, which requires connection to public sewers as soon as available. Assessment District 2001-1 now provides that necessary service. The Owners wish to acquire sanitary sewer service, to the Property by joining Assessment District 2001-1. The described property will be annexed to the City of Happy Valley and to the District.

The Property will be assessed for its fair and proportionate share of the costs of the improvements which are financed by Assessment District 2001-1, and the Owners will have the opportunity to pay the assessment in semiannual installments over a period of twenty years, with interest. The final assessment is based on the actual cost of constructing the sanitary sewer system improvements. The assessment will be levied upon completion of the Assessment District 2001-1 sanitary sewer system improvements. The final assessment for the costs of the sanitary sewer system improvements against the above Property, based upon the approved Method of Assessment Formula, is as follows:

### Final Assessment

◆ Area Benefit 3.45 acres @ \$1,000.00 per acre =	\$ 3,450.00
Exempting 40 acres as Scouter's Mountain wilderness area, subject to charge should development occur	
◆ Proximity to Service 15,000 sq. ft @ \$ 0.5512646 =	\$ 8,268.97
◆ Service Connection Lateral (1-8" ext.) @ \$1,200.00 =	\$ 1,200.00
◆ Total Final Assessment =	\$ 12,918.97

### The District agrees:

- The above described Property will be included in Assessment District 2001-1, and
- The District will annex described Property to CCSD#1 following City annexation, and
- The Owners will be given the opportunity to pay the final assessment in semi-annual installments, with interest, over a period of twenty years, and
- The District agrees to apply an exemption of the remaining 40 acres as long as Property remains wilderness for use as the Boy Scout Camp, with the understanding that the \$1,000.00 per acre Area Benefit will be applied to the exempt 40 acres in the amount of \$40,000.00, should development occur in the future, and
- The District will charge a System Development Charge (SDC) prior to connection, in the amount of \$22,000.00, which is based upon history of water usage with current facilities, and
- The monthly usage will be considered 10 Equivalent Dwelling Units (EDU), currently at \$22.00 per month, for a total monthly charge of \$220.00, and
- Following annexation proceedings, standard Surface Water Management fees will be determined and billed accordingly.

### The Owners agree, on behalf of themselves and all future owners of the Property, that:

- The Property shall be included in Assessment District 2001-1 and assessed for its share of the costs of the sanitary sewer system improvements on the same basis as all other parcels which are included in Assessment District 2001-1, excepting \$40,000.00 of Area Benefit, which will become due and payable as a Collection Sewer Charge should this Property convert from wilderness, to development property, and



- (b) The Owners will not oppose the levying of final assessment of the Property for its proportionate share of the costs of the sanitary sewer system improvements within Assessment District 2001-1, and
- (c) The Owners and all future owners of the Property shall pay the charges imposed by the District for sanitary sewer service and surface water management, in addition to the assessment, and shall be subject to the Rules and Regulations of the District, and
- (d) The Owners acknowledge that they were not notified at the time of the formation of Assessment District 2001-1 and that they were not given an opportunity to remonstrate against the formation of Assessment District 2001-1 and it is only at their request for the Property benefit that they now be included in the Assessment District 2001-1, and
- (e) Owners agree to annex to both the City of Happy Valley and Clackamas County Service District No. 1.

To induce the District to include the Property in Assessment District 2001-1, the Owners, on behalf of themselves and all future owners of the Property, hereby waive the right to contest or object to:

- ♦ the lack of notice of formation, and
- ♦ the lack of opportunity to remonstrate, and
- ♦ any and all remonstrances;

Further, the Owners request inclusion of the Property in Assessment District 2001-1, the District and the assessment of the Property for the costs of the sanitary sewer system improvements, including any and all defects in the procedures for including the Property in the District and imposing the assessment against the Property.

#### NOTICE TO OWNERS AND SUBSEQUENT PURCHASERS

FINAL ASSESSMENT SHALL BE RECORDED IN THE CLACKAMAS COUNTY DEED RECORDS AND SHALL BIND ALL OWNERS OF ANY INTEREST IN THE PROPERTY, INCLUDING SUBSEQUENT PURCHASERS. ACQUISITION OF AN INTEREST IN THE PROPERTY AFTER THIS COVENANT IS SIGNED CONSTITUTES CONSENT TO THIS COVENANT, AND ALL PERSONS WHO OWN INTERESTS IN THE PROPERTY AFTER THE FINAL ASSESSMENT IS RECORDED SHALL BE BOUND BY THIS COVENANT.

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

Ronald W. Garland

Print Name  
STATE OF OREGON )

Scout Executive  
Title

Print Name

Title

) ss.  
County of Clackamas )

Personally appearing the above named Ronald W. Garland, as Scout Executive of  
Cascade Pacific Council Boy Scouts of America and acknowledged the foregoing instrument to be  
\_\_\_\_\_ voluntary act and deed on this 16<sup>th</sup> day of October, 2003.



Annette M. Mason  
Notary Public for Oregon  
My Commission Expires: 03/11/07

R. Kent Squires  
R. Kent Squires, Director  
Clackamas County Service District No. 1

STATE OF OREGON )  
) ss.  
County of Clackamas )

Personally appearing the above named R. Kent Squires, as Director of  
Clackamas County Service District No. 1 and acknowledged the foregoing instrument to be  
his \_\_\_\_\_ voluntary act and deed on this 22 day of October, 2003.



Kathy E. Frasier  
Notary Public for Oregon  
My Commission Expires: 9/18/07

After Recording Return to:  
Clackamas County Service District No. 1  
9101 SE Sunnybrook Blvd., Suite 441  
Clackamas, OR 97015

Clackamas County Official Records  
Sherry Hall, County Clerk

2003-162734



\$16.00

00616439200301627340010019

L-ASMTL Cnt=1 SIn=5 LYNN  
\$5.00 \$11.00

12/16/2003 12:43:55 PM

**NOTICE OF FINAL ASSESSMENT**  
**Sanitary Sewer Assessment**

**Assessment District 2001-1**  
**North Clackamas Service Area**  
**Clackamas County Service District No. 1**

Legal Owners: CASCADE PACIFIC COUNCIL BOY SCOUTS AMERICA  
ATTN: DIRECTOR OF CAMPING

Mailing Address: 2145 SW NAITO PARKWAY  
PORTLAND, OR 97201

Property Site Address: 11282 SE 147TH AVE

Tax Lot #: 12E36B 00100

Deed Reference #

2002 Assessed Value: \$1,288,171  
2002 Real Market Value \$1,463,216

Area Benefit:

3.4500 Benefited Acres @ \$1,000.00 per Acre = ..... \$3,450.00

Proximity to Service: Minimum = 15,000 Sq Ft

15,000 Square Feet @ \$0.5512646 per Sq Ft = ..... \$8,268.97

Service Connections:

1 Each @ \$1,200.00 per lateral = ..... \$1,200.00

**Total Assessment = ..... \$12,918.97**

**CLACKAMAS COUNTY**  
**SATISFACTION OF LIEN**

PROPERTY DESCRIPTION 12E36B 00100

ORDER NUMBER AND DATE 2003-237, NOVEMBER 26, 2003

DATE PAID 04/08/2004

PROJECT DESCRIPTION ASSESSMENT DISTRICT 2001-1

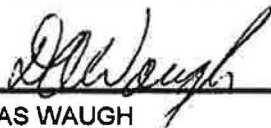
NAME ON ORIGINAL LIEN CASCADE PACIFIC COUNCIL BOY SCOUTS AMERICA

CURRENT NAME CASCADE PACIFIC COUNCIL BOY SCOUTS AMERICA

WATER ENVIRONMENT SERVICES ACCT. # 90444

The assessment for the above described property is fully paid, satisfied and discharged.

WATER ENVIRONMENT SERVICES  
formerly Clackamas County Department of Utilities

  
DOUGLAS WAUGH  
FINANCE MANAGER

RECORDING NUMBER 2003-162734

RECORDING DATE 12-16-03

After recording, return to:

Water Environment Services  
PO Box 280  
Oregon City, OR 97045

Clackamas County Official Records  
Sherry Hall, County Clerk

2004-034193



\$16.00

L-ASMTLS  
\$5.00 \$11.00

Cnt=1 Str=5 LYNN

04/20/2004 03:29:26 PM

EXHIBIT B

**AFTER RECORDING RETURN TO:**

Scouter's Mountain, LLC, an Oregon limited liability company  
Po Box 61426  
Vancouver, WA 98666

**SEND TAX STATEMENTS TO:**

SAME AS ABOVE

Clackamas County Official Records  
Sherry Hall, County Clerk

**2017-030854**

05/08/2017 03:28:01 PM

D-D Cnt=1 Stn=0 STEPHEN  
\$30.00 \$16.00 \$10.00 \$22.00

**\$78.00**

11282 SE 147th Avenue, Happy Valley, OR 97086

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SPECIAL WARRANTY DEED - STATUTORY FORM**  
(INDIVIDUAL or CORPORATION)

**Cascade Pacific Council, Boy Scouts of America, an Oregon nonprofit corporation**, Grantor, conveys and specially warrants to **Scouter's Mountain, LLC, an Oregon limited liability company**, Grantee, the following described real property free and clear of encumbrances created or suffered by the grantor except as specifically set forth below:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The true consideration for this conveyance is Nine Million One Hundred Thirty-Nine Thousand Nine Hundred Fifty-Eight And 70/100 Dollars (**\$9,139,958.70**).

**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.**

CHICAGO TITLE 472513508494EE-050-CM

**SPECIAL WARRANTY DEED - STATUTORY FORM**

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated 5/6/17; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

Cascade Pacific Council, Boy Scouts of America, an Oregon nonprofit corporation

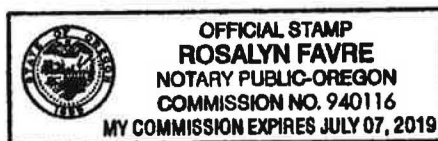
BY: Matthew Devore  
Matthew Devore,  
Scout Executive/CEO

State of OR  
County of Clackamas

This instrument was acknowledged before me on May 6<sup>th</sup>, 2017 by Matthew S. Devore, Scout Executive/CEO of Cascade Pacific Council, Boy Scouts of America, an Oregon nonprofit corporation

[Signature]  
Notary Public - State of Oregon

My Commission Expires: 7-7-2019



## EXHIBIT "A"

### Legal Description

A tract of land located in the Northeast One-Quarter and the Northwest One-Quarter of Section 36, Township 1 South, Range 2 East, Willamette Meridian, City of Happy Valley, Clackamas County, Oregon and being more particularly described as follows:

Beginning at the North One-Quarter corner of said Section 36, thence along the north line of the Northeast One-Quarter of said Section 36, South 87°26'47" East 1057.11 feet to a 3/4 inch iron pipe; thence continuing along said north line, South 87°31'10" East 82.28 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "COMSTOCK NW" at the northwesterly corner of Parcel 2 of Partition Plat Number 1995-060; thence along the northerly west line of said Parcel 2, South 01°51'15" West 341.33 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." and the True Point of Beginning; thence continuing along said west line, South 01°51'15" West 196.47 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 88°36'45" West 175.54 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 25°30'46" West 154.37 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 10°27'17" West 568.61 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 00°19'37" West 203.09 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 08°26'41" West 142.90 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 45°21'04" West 342.51 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 01°08'02" East 318.96 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 43°26'31" West 214.01 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 86°17'54" West 133.14 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 56°24'20" West 201.55 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 39°39'59" West 333.45 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 82°52'20" West 158.44 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 08°00'19" West 101.98 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 01°16'18" East 277.20 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 83°14'44" East 327.89 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 18°36'10" East 212.55 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 87°05'09" East 491.39 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 43°08'19" East 602.82 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the westerly line of Exhibit B of Document Number 2015-074476; thence along said westerly line, South 01°49'16" West 480.35 feet to a 1 inch iron pipe on the southerly line of the Northeast-One Quarter of said Section 36; thence along said southerly line North 87°05'09" West 1058.71 feet to a 5/8 inch iron rod at the Center One-Quarter corner of said Section 36; thence along the south line of the Northwest One-Quarter of said Section 36,

## EXHIBIT "A"

### Legal Description

North 88°46'59" West 835.58 feet to a 5/8 inch iron rod at the southeast corner of Parcel 2 of Partition Plat Number 1997-082; thence along the east line of said Plat, North 02°31'43" East 459.88 feet to a 5/8 inch iron rod at the northeast corner of Parcel 1 of said Plat; thence along the north line of said Parcel 1, North 88°46'40" West 443.18 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the easterly right-of-way line of SE 147<sup>th</sup> Avenue (30.00 feet from centerline); thence along said easterly right-of-way line, North 02°31'01" East 201.54 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the northeasterly right-of-way line of SE 145<sup>th</sup> Avenue (30.00 feet from centerline); thence along said northeasterly right-of-way line, North 59°51'56" West 32.89 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the easterly line of Document Number 96-05954; thence along said easterly line, North 01°40'43" East 418.86 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the southerly line of Document Number 2011-026955; thence along the southerly line of said Deed, North 80°02'47" East 607.91 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS"; thence continuing along said southerly line and the southerly easterly line thereof along the following courses: along a non-tangential curve to the left with a Radius of 402.17 feet, Delta of 18°06'20", Length of 127.09 feet, and a Chord of North 73°16'21" East 126.56 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 64°13'11" East 114.89 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a non-tangential curve to the right with a Radius of 1506.13 feet, Delta of 07°41'37", Length of 202.24 feet, and a Chord of North 72°56'21" East 202.09 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a curve to the left with a Radius of 1336.04 feet, Delta of 07°31'19", Length of 175.40 feet, and a Chord of North 73°01'30" East 175.27 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a curve to the right with a Radius of 1654.89 feet, Delta of 09°03'40", Length of 261.71 feet, and a Chord of North 73°47'41" East 261.44 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a curve to the left with a Radius of 196.38 feet, Delta of 27°50'13", Length of 95.41 feet, and a Chord of North 64°24'24" East 94.47 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a curve to the right with a Radius of 217.76 feet, Delta of 21°11'36", Length of 80.55 feet, and a Chord of North 61°05'06" East 80.09 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 71°40'54" East 149.90 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence along a non-tangential curve to the left with a Radius of 145.66 feet, Delta of 41°48'16", Length of 106.28 feet, and a Chord of North 45°44'13" East 103.94 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 24°50'05" East 160.89 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 11°17'16" East 40.42 feet; thence North 01°07'22"



## EXHIBIT "A"

### Legal Description

West 148.45 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 06°32'29" East 91.48 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MCGRATH 79419PLS", thence North 01°54'47" West 61.64 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence leaving said southeasterly line North 90°00'00" East 144.35 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a non-tangential curve to the right with a Radius of 325.50 feet, Delta of 04°29'09", Length of 25.48 feet, and a Chord of North 50°27'50" East 25.48 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the left with a Radius of 14.50 feet, Delta of 82°04'45", Length of 20.77 feet, and a Chord of North 11°40'02" East 19.04 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 29°22'20" West 16.08 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 60°37'40" East 49.00 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 29°22'20" East 14.26 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the left with a Radius of 14.50 feet, Delta of 84°44'38", Length of 21.45 feet, and a Chord of South 71°44'39" East 19.54 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the right with a Radius of 325.50 feet, Delta of 24°06'58", Length of 137.01 feet, and a Chord of North 77°56'31" East 136.00 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 90°00'00" East 61.38 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the right with a Radius of 325.50 feet, Delta of 26°51'40", Length of 152.60 feet, and a Chord of South 76°34'10" East 151.21 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence along a curve to the left with a Radius of 14.50 feet, Delta of 82°29'47", Length of 20.88 feet, and a Chord of North 75°36'47" East 19.12 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 34°21'53" East 4.10 feet to the True Point of Beginning.

The above described tract of land contains 59.82 acres, more or less.

**Permitted Exceptions:**

Regulations, levies, liens, assessments, rights of way and easements of Clackamas County Service District No. 1.

Easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose: To take water and maintain water system

Recording Date: September 5, 1957

Book: 530

Page: 210

Right-of-Way Declaration, including the terms and provisions thereof;

Recording Date: January 14, 1966

Book: 668

Page: 18

Easement Agreement, including the terms and provisions thereof;

Recording Date: February 5, 1980

Recording No: 80-004237

Easement for the purpose shown below and rights incidental thereto as set forth in a document:

In favor of: Mt. Scott Water District

Purpose: Water pipelines

Recording Date: May 22, 1998

Recording No: 98-045283

Covenant Running With the Land, including the terms and provisions thereof;

Recording Date: November 6, 2003

Recording No.: 2003-148631

Covenant Running With the Land, including the terms and provisions thereof;

Recording Date: November 6, 2003

Recording No.: 2003-148632

Easement for the purpose shown below and rights incidental thereto as set forth in a document:

In favor of: Sunrise Water Authority

Purpose: Waterline

Recording Date: March 17, 2004

Recording No: 2004-022006

Declaration of Covenants, Conditions and Restrictions For Transfer of Excess Development Rights, including the terms and provisions thereof;

Recording Date: May 3, 2011

Recording No.: 2011-026434

Easement for the purpose shown below and rights incidental thereto as set forth in a document:

In favor of: Adjacent property owner

Purpose: Vehicular and Pedestrian Access

Recording Date: May 5, 2011

Recording No: 2011-026956

Replacement Sewer Line Easement and Joint Maintenance Agreement, including the terms and provisions thereof;

Recording Date: May 5, 2011

Recording No.: 2011-026957