



Gregory L. Geist
Director

December 5, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreements with the City of Milwaukie
for an Assignment of Easements and Assumption of Agreements

Purpose/Outcomes	This Board action will transfer agreements and easements from WES to the City of Milwaukie for a subdivision recently annexed by the City.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Indefinitely
Previous Board Action/Review	N/A
Counsel Review	This agreement has been reviewed and approved by County Counsel on September 23, 2019.
Strategic Plan Alignment	This action: <ol style="list-style-type: none">1. Aligns with WES's strategic plan to build a strong infrastructure.2. Aligns with the Board's goal of building trust through good government.
Contact Person	Don Kemp, WES Development Services Supervisor 742-4577
Contract No.	N/A

BACKGROUND:

On July 29, 2019, Water Environment Services ("WES") received a "Notice of Annexation to the City of Milwaukie" that pertained to the Cereghino Farms Subdivision. Cereghino Farms Subdivision is a 55-lot subdivision project that was permitted, inspected and recently accepted by WES. Now that the subdivision has annexed into the City of Milwaukie ("City"), there must now be a transition of the public sanitary sewer collection system and stormwater infrastructure ownership, as well as the maintenance and service agreement provided to the subdivision from WES to the City.

WES worked with the City to develop intergovernmental agreements to transfer the easements and the maintenance agreement. The City approved both intergovernmental agreements on November 4, 2019 attached hereto as Exhibit A.

These agreements have been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff respectfully recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the

Intergovernmental Agreements for an Assignment of Easements and Assignment and Assumption of Agreements with the City of Milwaukie.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'C. Storey', with a long horizontal line extending to the right.

Chris Storey, Assistant Director
Water Environment Services

Return to:
Water Environment Services
150 Beaver Creek Rd
Oregon City, OR 97045

Tax Statements:
Water Environment Services
150 Beaver Creek Rd
Oregon City, OR 97045

ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENT ("**Assignment**") is dated _____, 2019, by and between **Water Environment Services**, an Oregon municipal partnership formed pursuant to ORS 190 ("**Assignor**"), and the **City of Milwaukie**, a political subdivision of the State of Oregon ("**Assignee**"), with reference to the following:

RECITALS:

- A. Assignor was the original recipient of several Public Sanitary Sewer and Storm Drainage Easements ("SSE") and Public Storm Drainage Easements ("SDE") indicated on Partition Plat No. 4587 in Book 150, Page 028 ("Easements") recorded into Clackamas County's real property records, a copy of which is attached hereto and incorporated herein as Exhibit A.
- B. The Easements were granted to Assignor by Cereghino Farms, LLC ("Developer") during the development process, which occurred prior to the Developer annexing its property into the boundaries of Assignee.
- C. Developer's property has since been annexed into the boundaries of the Assignee, with Assignee taking over ownership and responsibility for the public infrastructure for which the Easements were intended to cover.
- D. Both parties desire to transfer all rights granted to the Assignor in the Easements to Assignee.

AGREEMENT:

NOW, THEREFORE, for value, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title, and interest in and to the Easements. The Assignment shall be considered effective upon July 25, 2019 ("Effective Date").

2. Assumption

Assignee hereby accepts such assignment and agrees to be bound by and comply with all of the duties and obligations identified in the terms of the Easements from and after the Effective Date.

3. Further Assurances

The parties agree to execute, acknowledge where appropriate and deliver such other or further reasonable instruments of assignment as the other party may reasonably require to confirm the foregoing assignment, or as may be otherwise reasonably requested by Assignor or Assignee to carry out the intent and purposes hereof.

4. Binding Effect

This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

5. Counterparts

This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which counterparts shall be deemed one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

**ASSIGNOR:
WATER ENVIRONMENT SERVICES**

By: _____
Chair

Date: _____

**State of Oregon
County of Clackamas**

This record was acknowledged before me on (date) _____ by _____ as the Chair of the governing body of Water Environment Services.

Notarial Officer Signature: _____

Stamp (if required):

Title of Office: _____

My Commission Expires: _____

**ACCEPTED BY ASSIGNEE:
CITY OF MILWAUKIE**

By: *[Signature]*

Title: *City Manager*

Date: *Nov 9, 2019*

EXHIBIT A

CEREGHINO FARMS

A REPLAT OF PORTIONS OF TRACTS 1-3, ATKINSON (PLAT NO. 58),
TOGETHER WITH OTHER LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON
SEPTEMBER 18, 2018

BOOK 150 PAGE 028
PLAT NO. 4587 SHEET 1 OF 6

LEGEND

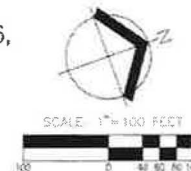
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- 5/8" X 30" IRON ROD W/PC INSCRIBED "AKS ENGR." IN MONUMENT BOX, SET DURING REMAINING MONUMENTATION OK.
- ⊙ FOUND 5/8" IRON ROD W/PC INSCRIBED "AKS ENGR."; PER SN 2018-205
- FOUND 5/8" IRON ROD; PER THE PLAT "CASCADE GREENS" (PLAT NO. 2060); HELD UNLESS NOTED OTHERWISE
- FOUND 1/2" IRON PIPE, PER SN 9521; HELD UNLESS NOTED OTHERWISE
- DENOTES FOUND MONUMENT AS NOTED; HELD UNLESS NOTED OTHERWISE
- DOC. NO. DOCUMENT NUMBER PER CLACKAMAS COUNTY DEED RECORDS
- IP IRON PIPE
- IR IRON ROD
- ROW RIGHT-OF-WAY
- SN SURVEY NUMBER PER CLACKAMAS COUNTY SURVEY RECORDS
- W/PC WITH A YELLOW PLASTIC CAP
- WES WATER ENVIRONMENT SERVICES
- PAC PUBLIC ACCESS EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PUUE PRIVATE UTILITY EASEMENT
- PSSE PRIVATE SANITARY SEWER EASEMENT
- PSDE PRIVATE STORM DRAINAGE EASEMENT
- PAE PUBLIC ACCESS EASEMENT
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- PUE PUBLIC UTILITY, SIGN AND SLOPE EASEMENT
- FWAL PUBLIC WATER AND ACCESS EASEMENT
- SDE PUBLIC STORM DRAINAGE EASEMENT GRANTED TO WES
- VCE VISION CLEARANCE EASEMENT TO CLACKAMAS COUNTY
- PE PATHWAY EASEMENT TO NORTH CLACKAMAS PARKS AND RECREATION DISTRICT SEE NOTE 12 SHEET 6
- 1 LOT NUMBER

SHEET INDEX

- SHEET 1 OVERALL MAP, LEGEND, CURVE TABLE, NARRATIVE, SHEET INDEX
- SHEET 2 LOTS 1-11, LOTS 44-55, LEGEND, CURVE TABLE
- SHEET 3 LOTS 12-17, LOTS 25-43, LEGEND, CURVE TABLE, DETAILS G & H
- SHEET 4 LOTS 18-28, TRACT A, LEGEND, CURVE TABLE, DETAILS L & M
- SHEET 5 DETAILS A - F AND I - K, LEGEND, CURVE TABLE
- SHEET 6 CLACKAMAS COUNTY APPROVALS, DECLARATION, ACKNOWLEDGEMENT, PLAT NOTES, SURVEYOR'S CERTIFICATE, REMAINING CORNER MONUMENTATION AFFIDAVIT

PREPARED FOR

CEREGHINO FARMS, LLC
PO BOX 2559
OREGON CITY, OREGON 97045



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	5779.58'	0°54'03"	90.87'	569°27'36"E 90.87'
C2	5774.58'	1°36'36"	162.28'	S70°42'56"E 162.27'

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO DIVIDE AND MONUMENT THE LANDS DESCRIBED IN DOCUMENT NUMBER 2017-074698, CLACKAMAS COUNTY DEED RECORDS. THE BASIS OF BEARINGS AND BOUNDARY DETERMINATION ARE PER SURVEY NUMBER 2018-205, CLACKAMAS COUNTY SURVEYOR'S OFFICE RECORDS.

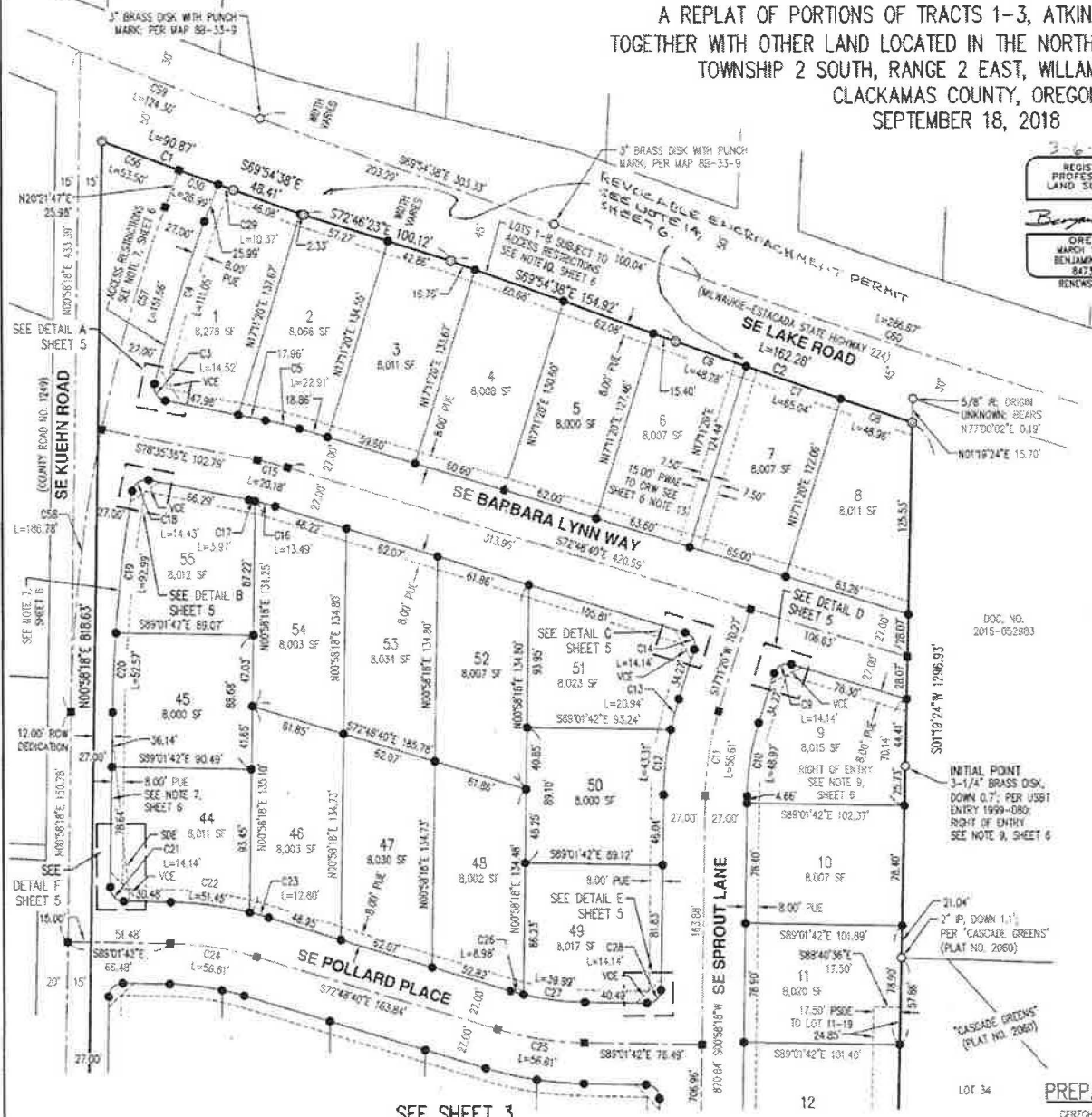


JOB NAME: CEREGHINO FARMS	AKS ENGINEERING & FORESTRY, LLC 12963 SW HERMAN RD STE 100 TUALATA, OR 97062 P 503.563.6151 F 503.563.6152 aks-eng.com
JOB NUMBER: 5748	
DRAWN BY: BRE/BJA	
CHECKED BY: JOH/BRH	ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE
DRAWING NO.: 5748CPLAT	

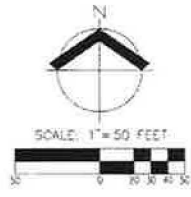
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CLACKAMAS COUNTY, OREGON
SEPTEMBER 18, 2018

BOOK 150 PAGE 028
PLAT NO. 4587 SHEET 2 OF 6



REGISTERED PROFESSIONAL LAND SURVEYOR
Burgin R Huff
OREGON MARCH 14, 2017
BENJAMIN R HUFF
84756PLS
RENEWS: 6/30/19



- LEGEND**
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 - PE PATHWAY EASEMENT TO NORTH CLACKAMAS PARKS AND RECREATION DISTRICT SEE NOTE 12 SHEET 6
 - 1 LOT NUMBER
 - CRW CLACKAMAS RIVER WATER

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	5779.58'	0°54'03"	90.87'	S69°27'36"E 90.87'
C2	5774.58'	1°36'36"	162.28'	S70°42'56"E 162.27'
C3	9.00'	90°25'08"	14.52'	S32°23'06"E 12.99'
C4	973.00'	6°32'22"	111.05'	S17°05'36"W 110.99'
C5	227.00'	5°46'56"	22.91'	S75°42'07"E 22.90'
C6	5774.58'	0°28'44"	48.28'	S70°08'00"E 48.28'
C7	5774.58'	0°38'43"	65.04'	S70°42'44"E 65.04'
C8	5774.58'	0°28'09"	48.96'	S71°16'40"E 48.93'
C9	9.00'	90°00'00"	14.14'	S62°11'20"W 12.73'
C10	173.00'	16°13'03"	48.97'	S59°45'5"W 48.80'
C11	200.00'	16°13'03"	56.61'	S59°45'5"W 56.42'
C12	227.00'	10°59'58"	43.31'	N62°17'17"E 43.25'
C13	227.00'	5°17'05"	20.94'	S17°02'48"E 20.93'
C14	9.00'	90°00'00"	14.14'	N27°48'40"W 12.73'
C15	200.00'	5°46'56"	20.18'	N75°42'07"W 20.17'
C16	173.00'	4°28'06"	13.48'	N75°02'42"W 13.49'
C17	173.00'	17°8'50"	3.97'	N77°56'10"W 3.97'
C18	9.00'	91°51'49"	14.43'	S55°28'31"W 12.93'
C19	973.00'	6°28'34"	92.99'	S9°48'19"W 92.96'
C20	973.00'	3°06'45"	52.57'	S23°11'0"W 52.57'
C21	9.00'	90°00'00"	14.14'	S44°01'42"E 12.73'
C22	227.00'	12°59'10"	51.45'	S82°32'07"E 51.34'
C23	227.00'	3°13'52"	12.80'	S74°25'36"E 12.80'
C24	200.00'	16°13'03"	56.61'	N60°55'11"W 56.42'
C25	200.00'	16°13'03"	56.61'	S80°55'11"E 56.42'
C26	173.00'	2°58'25"	8.96'	S74°17'52"E 8.95'
C27	173.00'	13°41'37"	39.99'	S82°24'24"E 39.99'
C28	9.00'	90°00'00"	14.14'	N45°56'10"E 12.73'
C29	5779.58'	0°06'10"	10.37'	S69°51'33"E 10.37'
C30	5779.58'	0°16'03"	26.93'	S69°40'26"E 26.93'
C35	5779.58'	0°31'49"	53.50'	S68°16'30"E 53.50'
C37	1000.00'	8°41'23"	151.66'	S16°01'08"W 151.52'
C38	1000.00'	10°42'07"	186.78'	S6°18'21"W 186.51'
C39	5729.58'	1°14'35"	124.30'	S89°17'21"E 124.30'
C40	5729.58'	2°52'00"	286.67'	S71°20'36"E 286.64'

SEE SHEET 3

PREPARED FOR
CERECHINO FARMS, LLC
PO BOX 2559
OREGON CITY, OREGON 97045

JOB NAME:	CERECHINO FARMS	AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD STE 100 TRIALBLM, OR 97062 P 503.593.6151 F 503.593.6151 aks@aks.com
JOB NUMBER:	5748	
DRAWN BY:	BRE/bja	
CHECKED BY:	JCH/BRH	
DRAWING NO.:	5748CPLAT	

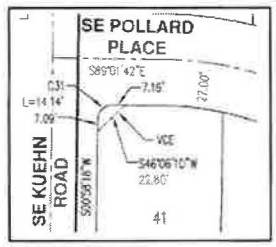
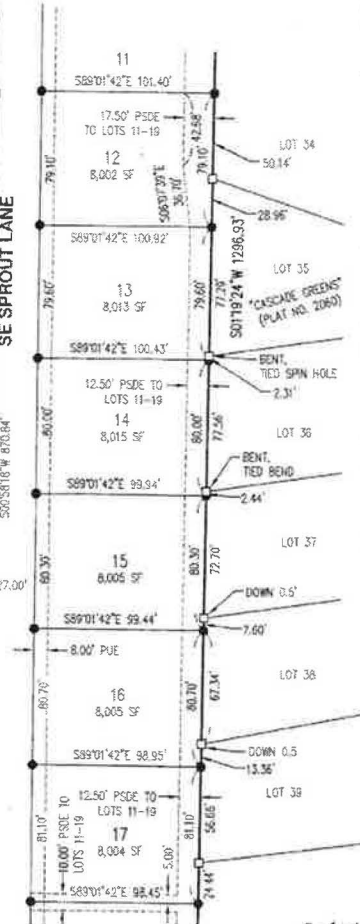
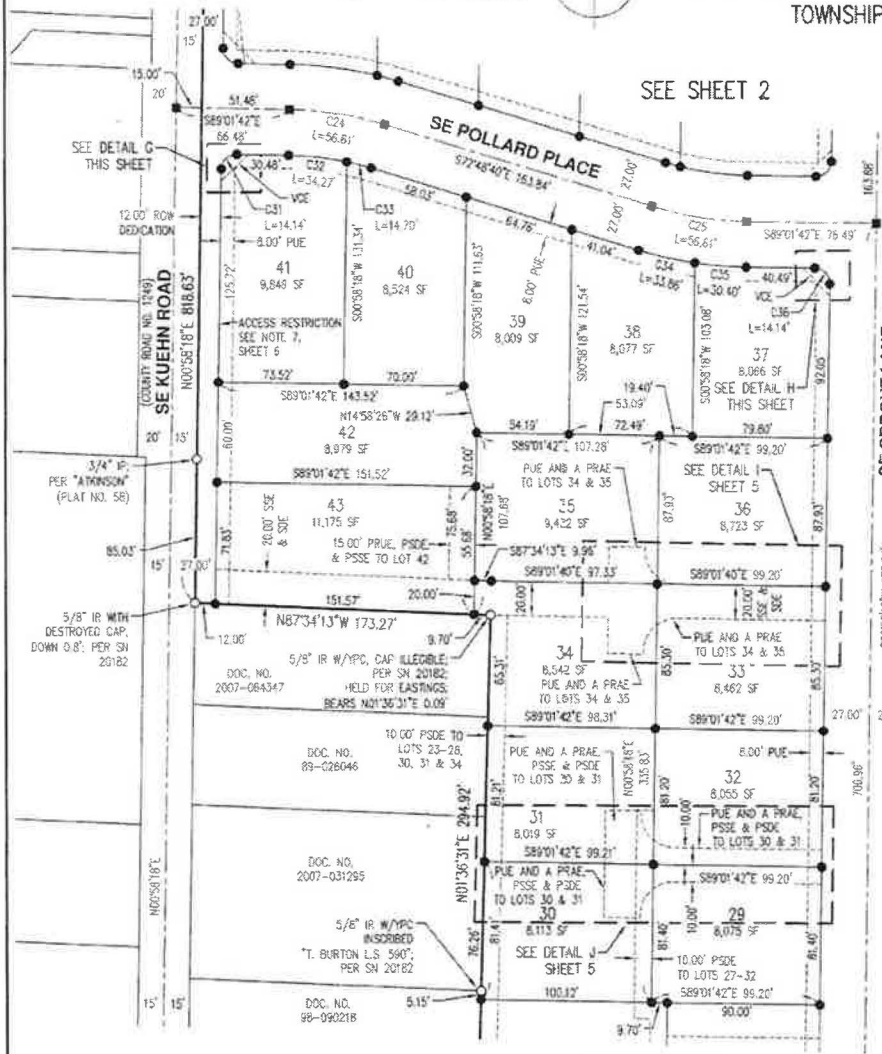
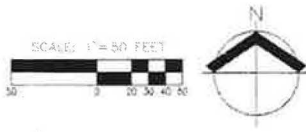


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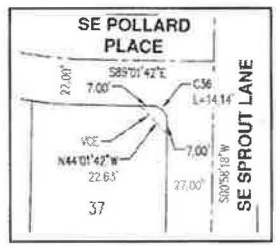
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BOOK 150 PAGE 028
PLAT NO. 4587 SHEET 3 OF 6



DETAIL G
SCALE: 1" = 50'



DETAIL H
SCALE: 1" = 50'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C24	200.00'	161°30'3"	56.61'	N80°55'11"W 56.42'
C25	200.00'	161°30'3"	56.61'	S80°55'11"E 56.42'
C31	9.00'	90°00'00"	14.14'	S45°58'16"W 12.73'
C32	173.00'	11°20'54"	34.27'	N83°21'15"W 34.21'
C33	173.00'	4°52'09"	14.70'	N75°14'44"W 14.70'
C34	227.00'	8°32'43"	33.86'	N77°05'01"W 33.82'
C35	227.00'	7°40'20"	30.40'	N85°11'32"W 30.37'
C36	9.00'	90°00'00"	14.14'	N44°01'42"W 12.73'

LEGEND

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- PE PATHWAY EASEMENT TO NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
- SEE NOTE 12 SHEET 6
- 1 LOT NUMBER

PREPARED FOR
CEREGHINO FARMS, LLC
PO BOX 2559
OREGON CITY, OREGON 97045

2-6-19
REGISTERED PROFESSIONAL LAND SURVEYOR
Bonamin R Huff
OREGON
MARCH 14, 2017
BONAMIN R HUFF
8475015
RENEW: 6/30/19

JOB NAME:	CEREGHINO FARMS
JOB NUMBER:	5748
DRAWN BY:	BRE/BJA
CHECKED BY:	JOH/BRH
DRAWING NO.:	5748CPLAT

AKS ENGINEERING & FORESTRY, LLC
12955 SW HERMAN RD STE 100
TUALATIN, OR 97062
P: 503.563.6151
F: 503.563.6152
aks-eng.com



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SEE SHEET 4

SEE SHEET 2

SEE DETAIL 1

SEE DETAIL J

SEE DETAIL C THIS SHEET

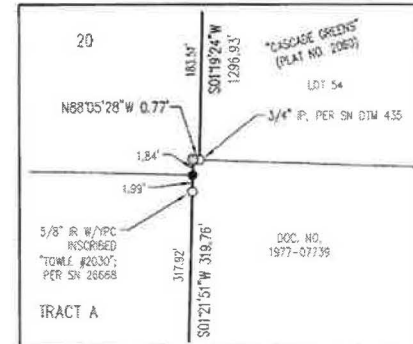
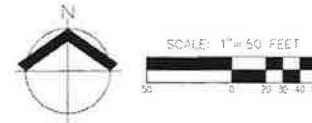
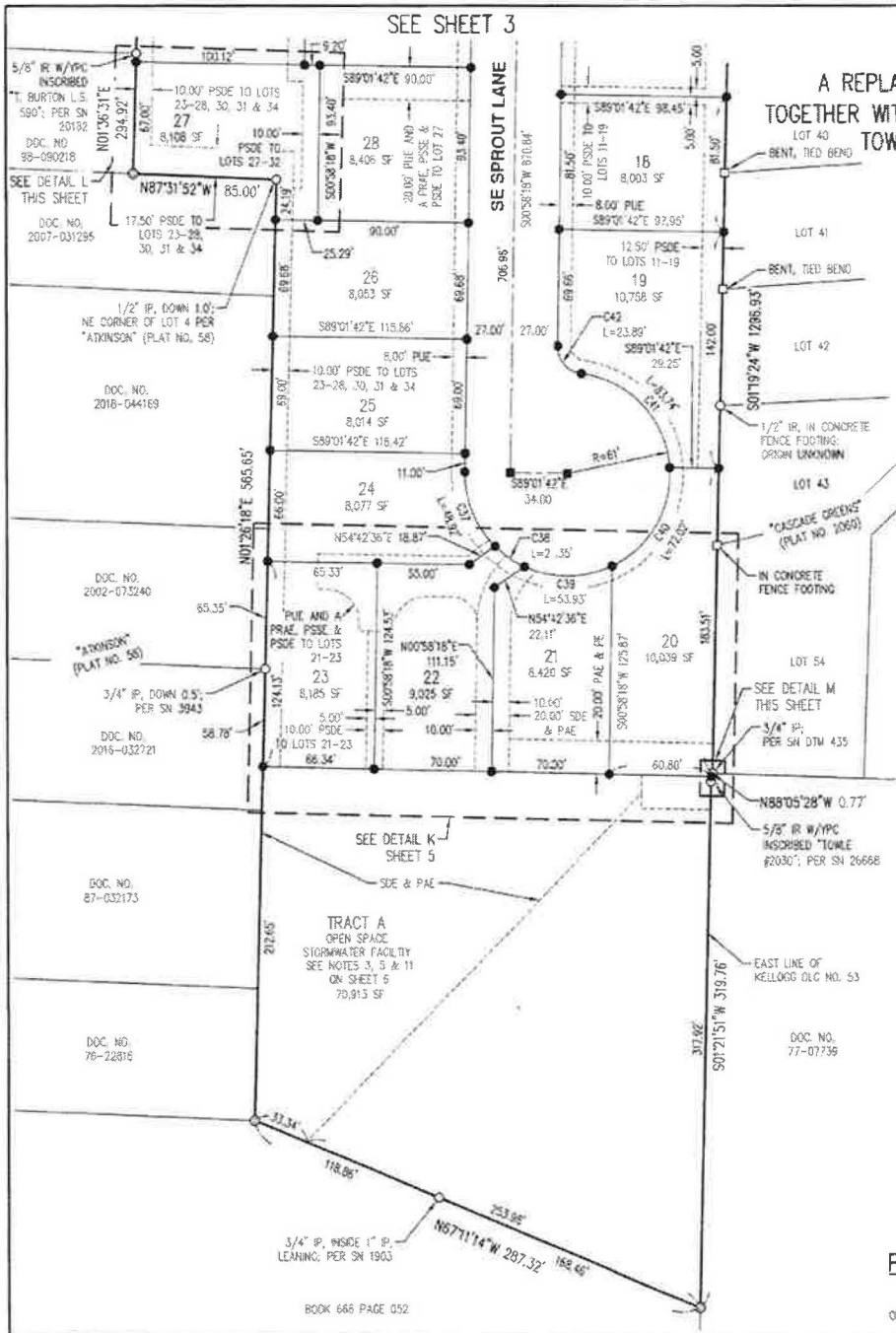
SEE DETAIL H THIS SHEET

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BOOK 150 PAGE 028
PLAT NO. 4587 SHEET 4 OF 6

SEE SHEET 3

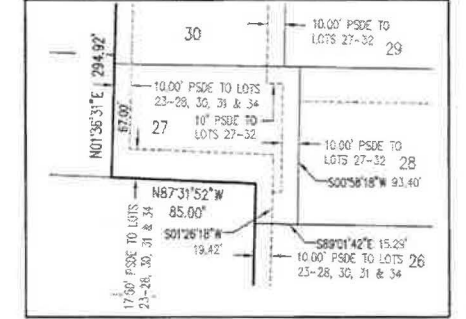


DETAIL M
SCALE: 1" = 10'

CURVE TABLE

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C40	61.00'	6°73'38"	72.02'	S20°28'14"W 67.91'
C41	61.00'	78°39'10"	83.74'	S42°35'40"E 77.32'
C42	16.50'	82°57'32"	23.89'	S40°30'28"E 21.86'

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- ↑ LOT NUMBER



DETAIL L
SCALE: 1" = 50'

3-6-19
REGISTERED PROFESSIONAL LAND SURVEYOR
Benjamin R Huff
OREGON MARCH 14, 2017
BENJAMIN R HUFF
8475015
RENEW: 4/30/19

PREPARED FOR
CEREGRINO FARMS, LLC
PO BOX 2559
OREGON CITY, OREGON 97045

JOB NAME: CEREGRINO FARMS
JOB NUMBER: 5748
DRAWN BY: BRE/EJA
CHECKED BY: JDR/BRH
DRAWING NO.: 5748CPLAT

AKS ENGINEERING & FORESTRY, LLC
12265 SW HERMAN RD STE 100
TUALATIN, OR 97062
P: 503.563.6154
F: 503.563.6152
aks-efg.com

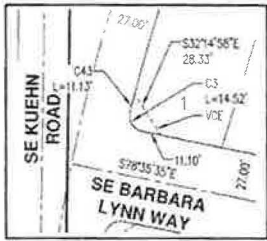
AKS

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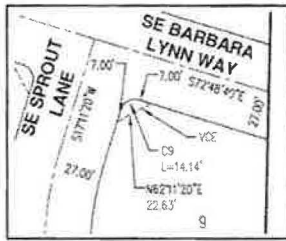
CEREGHINO FARMS

A REPLAT OF PORTIONS OF TRACTS 1-3, ATKINSON (PLAT NO. 58),
TOGETHER WITH OTHER LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON
SEPTEMBER 18, 2018

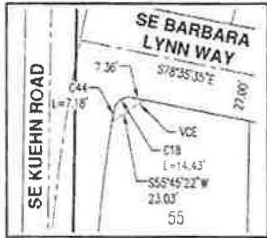
BOOK 150 PAGE 028
PLAT NO. 4587 SHEET 5 OF 6



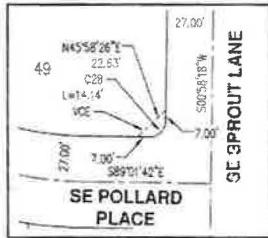
DETAIL A
SCALE: 1" = 50'



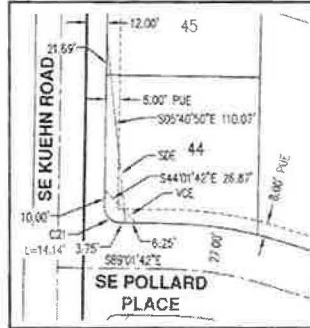
DETAIL D
SCALE: 1" = 50'



DETAIL B
SCALE: 1" = 50'



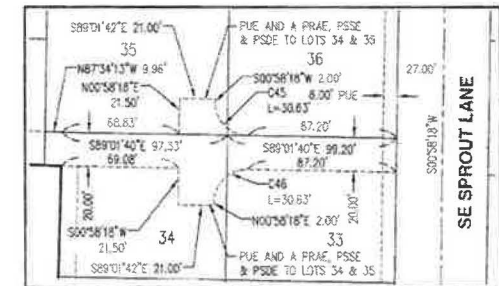
DETAIL E
SCALE: 1" = 50'



DETAIL F
SCALE: 1" = 50'



DETAIL C
SCALE: 1" = 50'

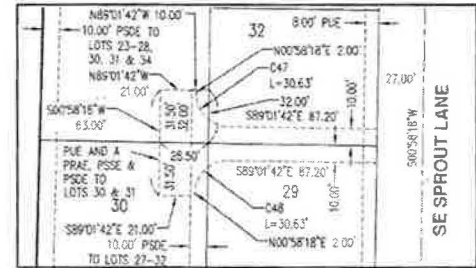
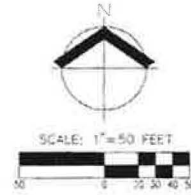


DETAIL I
SCALE: 1" = 50'

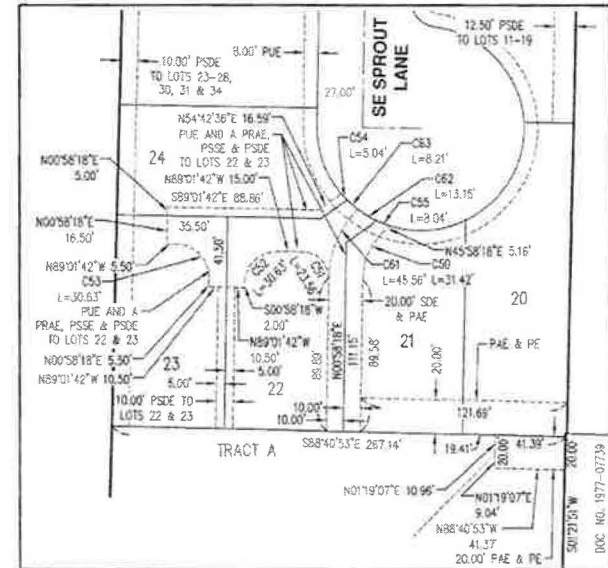
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C3	9.00'	92°25'01"	14.52'	S32°23'05"E 12.99'
C9	9.00'	90°00'00"	14.14'	S62°11'20"W 12.73'
C14	9.00'	90°00'00"	14.14'	N27°48'40"W 12.73'
C18	9.00'	91°51'49"	14.43'	S55°28'31"W 12.82'
C21	9.00'	90°00'00"	14.14'	S44°01'42"E 12.73'
C28	9.00'	90°00'00"	14.14'	N45°58'18"E 12.73'
C43	973.00'	0°39'20"	11.13'	S14°09'05"W 11.13'
C44	973.00'	0°25'22"	7.18'	S9°19'55"W 7.18'
C45	19.50'	90°00'00"	30.63'	S44°01'42"E 27.58'
C46	19.50'	90°00'00"	30.63'	N45°58'18"E 27.58'
C47	19.50'	90°00'00"	30.63'	N44°01'42"W 27.58'
C48	19.50'	90°00'00"	30.63'	N45°58'18"E 27.58'
C49	20.00'	90°00'00"	31.42'	S43°40'53"E 28.28'
C50	40.00'	45°00'00"	31.42'	N23°28'18"E 30.61'
C51	15.00'	90°00'00"	23.56'	N44°01'42"W 21.21'
C52	19.50'	90°00'00"	30.63'	S45°58'18"W 27.58'
C53	19.50'	90°00'00"	30.63'	N44°01'42"W 27.58'
C54	61.00'	4°44'11"	8.04'	S42°35'37"E 5.04'
C55	61.00'	7°33'11"	8.04'	S68°48'48"E 8.04'
C56	60.00'	43°30'10"	48.58'	S22°43'23"W 44.47'
C62	61.00'	11°20'56"	13.15'	S58°51'43"E 13.12'
C63	61.00'	7°42'33"	8.21'	S48°49'59"E 8.20'

- LEGEND**
- WES WATER ENVIRONMENT SERVICES
 - PAE PUBLIC ACCESS EASEMENT
 - PRAE PRIVATE ACCESS EASEMENT
 - PRUE PRIVATE UTILITY EASEMENT
 - PSSE PRIVATE SANITARY SEWER EASEMENT
 - PSDE PRIVATE STORM DRAINAGE EASEMENT
 - PAE PUBLIC ACCESS EASEMENT
 - SSE PUBLIC SANITARY SEWER AND STORM DRAINAGE EASEMENT GRANTED TO WES
 - PUE PUBLIC UTILITY, SIGN AND SLOPE EASEMENT
 - PWAE PUBLIC WATER AND ACCESS EASEMENT
 - SDE PUBLIC STORM DRAINAGE EASEMENT GRANTED TO WES
 - VCE VESION CLEARANCE EASEMENT TO CLACKAMAS COUNTY
 - PE PATHWAY EASEMENT TO NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
 - SEE NOTE 12 SHEET 6
 - 1 LOT NUMBER



DETAIL J
SCALE: 1" = 50'



DETAIL K
SCALE: 1" = 50'

PREPARED FOR
CEREGHINO FARMS, LLC
PO BOX 2559
OREGON CITY, OREGON 97045

3-6-19
REGISTERED PROFESSIONAL LAND SURVEYOR
Benjamin R Huff
OREGON MARCH 14, 2017
BENJAMIN R HUFF
84738PLS
RENEW: 6/30/18

JOB NAME: CEREGHINO FARMS
JOB NUMBER: 5748
DRAWN BY: BRE/BJA
CHECKED BY: JOH/BRH
DRAWING NO.: 5748CPLAT

AKS ENGINEERING & FORESTRY, LLC
12915 SW HERMAN RD STE 100
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P: 503.563.6151
F: 503.563.6152
aks-eng.com
ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



CEREGHINO FARMS

A REPLAT OF PORTIONS OF TRACTS 1-3, ATKINSON (PLAT NO. 58),
TOGETHER WITH OTHER LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON
SEPTEMBER 18, 2018

PREPARED FOR

CEREGHINO FARMS, LLC
PO BOX 2559
OREGON CITY, OREGON 97045

BOOK 150 PAGE 0-8
PLAT NO. 4587 SHEET 6 OF 6

CLACKAMAS COUNTY APPROVALS

APPROVED THIS 17th DAY OF June, 2018

BY: Rich Mendenhall
CLACKAMAS COUNTY PLANNING DEPARTMENT DIRECTOR

APPROVED THIS 17th DAY OF June, 2018
CLACKAMAS COUNTY ROAD OFFICIAL

BY: [Signature]
DEPUTY

APPROVED THIS 25th DAY OF June, 2019

BY: Chloe K. Rife
CLACKAMAS COUNTY SURVEYOR, AND CLACKAMAS
COUNTY BOARD OF COMMISSIONERS DELEGATE PER
COUNTY CODE CHAPTER 11.02

ALL TAXES, FEES, ASSESSMENTS, OR OTHER CHARGES AS PROVIDED BY
O.R.S. 92.095 HAVE BEEN PAID THROUGH JUNE 30, ~~2018~~ 2020
APPROVED THIS 25 DAY OF July, 2019

CLACKAMAS COUNTY ASSESSOR AND TAX COLLECTOR

BY: Nancy Weigert
DEPUTY

STATE OF OREGON } ss
COUNTY OF CLACKAMAS }
I DO HEREBY CERTIFY THAT THE ATTACHED PLAT WAS RECEIVED FOR
RECORD ON THE 25th DAY OF July, 2019
AT 2:21 O'CLOCK PM

AS PLAT NO. 4587
DOCUMENT NO. 2019-043368

SHERRY HALL
CLACKAMAS COUNTY CLERK
BY: Cindy Swick
DEPUTY

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT CEREGHINO FARMS, LLC, AN OREGON LIMITED LIABILITY COMPANY, OWNER OF THE LAND
DEPICTED HEREON DO HEREBY MAKE, ESTABLISH, AND DECLARE THE PLAT OF "CEREGHINO FARMS" AS DESCRIBED IN THE
ACCOMPANYING SURVEYOR'S CERTIFICATE TO BE A TRUE AND CORRECT MAP AND PLAT THEREOF, ALL LOTS AND TRACTS BEING OF
THE DIMENSIONS SHOWN HEREON AND ALL STREETS OF THE MOUTH THEREON SET FORTH, AND DO HEREBY DEDICATE TO THE PUBLIC AS
PUBLIC WAYS FOREVER, ALL STREETS, AND DO HEREBY CREATE AND ESTABLISH PRIVATE EASEMENTS AS SHOWN, NOTED, OR
STATED ON SAID MAP FOR THE USES INDICATED, AND DO HEREBY GRANT ALL PUBLIC EASEMENTS AS SHOWN, NOTED, OR STATED ON
SAID MAP, AND CONVEYS TRACT A, A STORMWATER FACILITY BY SEPARATE DEED DOCUMENT FOR THE USES INDICATED, THE
DECLARANT DOES FURTHER STATE THAT THE PROPERTY PLATTED HEREIN IS SUBJECT TO PLAT RESTRICTIONS AS NOTED, ALL IN
ACCORDANCE WITH THE PROVISIONS OF CHAPTER 92 OF THE OREGON REVISED STATUTES. THE DECLARANT MAKES NO CLAIM TO LAND
BEYOND THE BOUNDARY AS MONUMENTED.

BY: [Signature]
BRUCE AMENT, MANAGER
CEREGHINO FARMS, LLC

ACKNOWLEDGMENT

STATE OF OREGON } ss
COUNTY OF Clackamas }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 21 DAY OF May 2019
2018, BY BRUCE AMENT AS MANAGER OF CEREGHINO FARMS, LLC

NOTARY SIGNATURE: [Signature]
NOTARY PUBLIC - OREGON: MELISSA M'SPERITT

COMMISSION NUMBER: 982794

MY COMMISSION EXPIRES: 1-8-23

SURVEYOR'S CERTIFICATE

I, BENJAMIN R. HUFF, PLS 84738, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER
MONUMENTS THE PLAT OF "CEREGHINO FARMS" SHOWN ON THE ACCOMPANYING MAP, AND DESCRIBED AS FOLLOWS:

A REPLAT OF PORTIONS OF TRACTS 1-3, ATKINSON (PLAT NO. 58), TOGETHER WITH OTHER LAND LOCATED IN THE
NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON,
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A 3-1/4 INCH BRASS DISK AT THE NORTHWEST CORNER OF THE ELSHA KELLOGG
DONATION LAND CLAIM NO. 54, ON THE WEST LINE OF THE ADJOINING TRACT PER DOCUMENT NUMBER 2015-052983,
THENCE ALONG THE WEST LINE OF SAID TRACT AND THE ADJOINING PLAT "CASCADE GREENS" PLAT NO. 2060 SOUTH
01°19'24" WEST 1870.85 FEET TO A 3/4 INCH IRON PIPE AT THE SOUTHWEST CORNER OF SAID PLAT; THENCE ALONG THE
NORTH LINE OF ADJOINING TRACT PER DOCUMENT NUMBER 77-07738 NORTH 88°05'28" WEST 0.77 FEET TO THE WEST LINE
OF SAID DONATION LAND CLAIM NO. 54; THENCE ALONG SAID WEST LINE SOUTH 01°21'51" WEST 315.76 FEET TO THE
NORTHEAST CORNER OF THE ADJOINING TRACT PER DEED BOOK 696 PAGE 052; THENCE ALONG THE NORTHEAST LINE
THEREOF NORTH 5°21'14" WEST 287.32 FEET TO THE SOUTHEAST CORNER OF THE ADJOINING TRACT PER DOCUMENT
NUMBER 1978-22816; BEING ON THE EAST LINE OF LOT 5 OF THE PLAT "ATKINSON" PLAT NO. 58; THENCE ALONG THE
EAST LINE OF SAID LOT 5 AND LOT 4 NORTH 01°28'18" EAST 665.85 FEET TO A 1/2 INCH IRON PIPE AT THE NORTHEAST
CORNER OF SAID LOT 4, ALSO BEING THE NORTHEAST CORNER OF THE ADJOINING TRACT PER DOCUMENT NUMBER
2007-031295; THENCE ALONG THE NORTH LINE OF SAID TRACT NORTH 87°31'52" WEST 85.00 FEET TO THE SOUTHEAST
CORNER OF THE ADJOINING TRACT PER DOCUMENT NUMBER 98-090218; THENCE ALONG SAID EAST LINE AND THE EAST
LINE OF ADJOINING TRACTS PER DOCUMENT NUMBER 2007-031295, 89-026048 AND 2007-064347 NORTH 01°06'31" EAST
294.92 FEET TO THE NORTHEAST CORNER OF SAID TRACT PER DOCUMENT NUMBER 2007-064347; THENCE ALONG THE
NORTH LINE OF SAID TRACT NORTH 87°34'13" WEST 173.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SE KUEHN ROAD
(15.00 FEET TO CENTERLINE); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°58'18" EAST 018.63 FEET TO THE
SOUTH RIGHT-OF-WAY LINE OF SE LAKE ROAD (50.00 FEET TO CENTERLINE); THENCE ALONG SAID SOUTH RIGHT-OF-WAY
LINE THE FOLLOWING FIVE COURSES: ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 5778.58 FEET, A
DELTA OF 00°54'03", A LENGTH OF 90.87 FEET AND A CHORD OF SOUTH 89°27'38" EAST 90.87 FEET TO POINT OF
TANGENCY; SOUTH 89°54'38" EAST 48.41 FEET; SOUTH 72°48'23" EAST 100.12 FEET; SOUTH 89°54'38" EAST 154.92 FEET
TO POINT OF CURVATURE; AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 5774.58 FEET, A DELTA OF 01°36'36",
A LENGTH OF 162.28 FEET AND A CHORD OF SOUTH 70°42'56" EAST 162.27 FEET TO THE WEST LINE OF THE ADJOINING
TRACT PER DOCUMENT NUMBER 2015-052983; THENCE ALONG SAID WEST LINE SOUTH 01°19'24" WEST 226.08 FEET TO THE
INITIAL POINT.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 13.06 ACRES, MORE OR LESS.

AS PER O.R.S. 92.070(2), I ALSO CERTIFY THAT THE SETTING OF THE REMAINING MONUMENTS IN THIS SUBDIVISION WILL BE
ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING THE COMPLETION OF PAYING IMPROVEMENTS OR ONE YEAR
FOLLOWING THE ORIGINAL PLAT RECORDED, WHICHEVER COMES FIRST, IN ACCORDANCE WITH O.R.S. 92.060.

PLAT NOTES

- THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL SET FORTH IN CLACKAMAS COUNTY CASE FILE NO. Z0575-17-SL AND Z0577-17-H08.
- THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN DOCUMENT NUMBER 2019-043369 CLACKAMAS COUNTY RECORDS.
- THIS PLAT IS SUBJECT TO WE'S RULES AND REGULATIONS AND DECLARATION AND MAINTENANCE AGREEMENT FOR ON-SITE STORMWATER FACILITIES UNDER FEE NO. 2019-043370, CLACKAMAS COUNTY DEED RECORDS.
- WATER ENVIRONMENT SERVICES (WES), ITS SUCCESSORS OR ASSIGNS IS HEREBY GRANTED THE RIGHT TO LAY DOWN, CONSTRUCT, RECONSTRUCT, REPLACE, OPERATE, INSPECT AND PERPETUALLY MAINTAIN SEWERS, WASTEWATER, STORM DRAINAGE OR SURFACE WATER PIPELINES, AND ALL RELATED FACILITIES. NO PERMANENT STRUCTURE SHALL BE ERRECTED UPON SAID EASEMENT WITHOUT THE WRITTEN CONSENT OF WES. GRANTORS AGREE TO UNDERTAKE NO ACTIVITY THAT WOULD HARM OR IMPAIR THE PROPER FUNCTIONING OF THE SANITARY AND STORM SEWER SYSTEM. WES EASEMENTS SHALL BE ASSIGNED TO THE CITY OF MILWAUKEE UPON ANNEXATION OF THE PROPERTY INTO THE CITY.
- TRACT A IS CONVEYED TO AND MAINTAINED BY CEREGHINO FARMS HOMEOWNER'S ASSOCIATION FOR A STORMWATER FACILITY BY SEPARATE DEED DOCUMENT NUMBER 19-043371, CLACKAMAS COUNTY DEED RECORDS.
- LOTS 1, 41, 44, AND 55 ARE RESTRICTED FROM DIRECT VEHICULAR ACCESS TO SE KUEHN ROAD.
- LOTS 1-8 ARE RESTRICTED FROM DIRECT VEHICULAR ACCESS TO SE LAKE ROAD.
- LOTS 22-24, AND 27-30 ARE SUBJECT TO A PRIVATE DRIVEWAY MAINTENANCE AGREEMENT BY SEPARATE DEED DOCUMENT NUMBER 2019-043372, CLACKAMAS COUNTY DEED RECORDS.
- THE PUBLIC LAND SURVEY MONUMENT NOTED HERE ON AND REFERENCED MONUMENTS (ACCESSORIES) MUST BE PROTECTED AND PRESERVED AT ALL TIMES. THAT MONUMENT IS DESCRIBED AS FOLLOWS: A ROUND 3-1/4 INCH BRONZE DISC AT THE COMMON CORNER TO DONATION LAND CLAIM NUMBER 53 AND 54, BEING OF THE SOUTH LINE OF DONATION LAND CLAIM NUMBER 61, PER USBT ENTRY 1589-080. ACCESS LOT 6 FOR SURVEY PURPOSES SHALL BE OCCUPIED AT ALL TIMES, PURSUANT TO ORS 872.047, PROVIDED THAT NOTICE IS GIVEN TO THE OWNERS OF RECORD OR ADJACENTS.
- PLAT MAY BE SUBJECT TO ACCESS RESTRICTIONS TO STATE HIGHWAY 224 PER FEE NUMBER 74-008511
- TRACT A IS SUBJECT TO A PRIVATE ACCESS EASEMENT OVER ITS ENTIRETY TO BENEFIT ALL LOTS.
- TRACT A, LOT 20, AND LOT 21 ARE SUBJECT TO A PATHWAY EASEMENT GRANTED TO NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD) FOR THE PURPOSE OF BUILDING AND MAINTAINING A PATHWAY, NEPAD-ABSECTED-IMP-
EASEMENT RESOLUTION NO. 19 - NO MORE ACCREDITED YEARS EXPIRES DATE BY
RESOLUTION NUMBER 2014-75.
- CLACKAMAS RIVER (CROW), ITS SUCCESSORS AND ASSIGNS, IS HEREBY GRANTED A PERMANENT NON-EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, UPGRADE, REPLACEMENT, REPAIR, MAINTENANCE, AND INSPECTION OF WATERLINE FACILITIES AND RELATED APPURTENANCES, IN, UNDER, UPON, AND ACROSS THE WATERLINE EASEMENT AREA DESIGNATED ON THIS PLAT, INCLUDING REMOVAL OF TREES AND SHRUBS INTERFERING WITH THESE PURPOSES. NEITHER GRANOR NOR ITS SUCCESSORS IN TITLE SHALL ERRECT ANY PERMANENT STRUCTURE UPON SAID EASEMENT WITHOUT WRITTEN CONSENT OF CROW. GRANTORS AGREE TO UNDERTAKE NO ACTIVITY THAT WOULD HARM OR IMPAIR THE PROPER FUNCTIONING OF THE WATERLINE AND APPURTENANCES.
- THIS PLAT IS SUBJECT REVOCABLE ENVIRONMENTAL PERMIT
NO. 2019-043368 FOR TEMPORARY FENCE
EASEMENT.

3-6-19

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Benjamin R. Huff

OREGON
MARCH 14, 2017
BENJAMIN R. HUFF
84738PLS
RENEWS: 6/30/19

REMAINING CORNER MONUMENTATION

IN ACCORDANCE WITH O.R.S. 92.070 THE REMAINING CORNERS OF THIS SUBDIVISION HAVE BEEN
CORRECTLY SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE
SETTING OF SAID MONUMENTS AND IS RECORDED IN DOCUMENT NO. 2019-043368
CLACKAMAS COUNTY RECORDS.

APPROVED THIS _____ DAY OF _____

CLACKAMAS COUNTY SURVEYOR

JOB NAME:	CEREGHINO FARMS
JOB NUMBER:	5748
DRAWN BY:	BRE/BJA
CHECKED BY:	JOH/BRH
DRAWING NO.:	5748CPLAT

AKS ENGINEERING & FORESTRY, LLC
12905 SW HERMAN RD STE 100
TUALATIN, OR 97062
P: 503.563.6151
F: 503.563.6152
883-444-0078



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ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENTS ("Assignment") is dated _____, 2019, by and between **Water Environment Services**, an intergovernmental entity formed pursuant to ORS Chapter 190 ("Assignor"), and **City of Milwaukie**, a political subdivision of the State of Oregon ("Assignee"), with reference to the following:

RECITALS:

- A. On July 25, 2019, a subdivision developed by Cereghino Farms, LLC ("Developer") was annexed into the boundaries of Assignee; and
- B. As a result of the annexation, Assignee will take responsibility for the sewer collection system and the on-site stormwater facilities on the property, which were previously responsibilities of the Assignor;
- C. The Assignor desires to transfer all rights granted to it by the Developer under the agreements Assignor has entered into related to ownership of the sanitary sewer and stormwater facilities, in addition to the warranty bond covering the infrastructure installed, to the Assignee;
- D. The parties hereby agree to carry out the assignment of rights and obligations under the agreements identified in this Assignment.

AGREEMENT:

NOW, THEREFORE, for value, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** As of July 25, 2019 ("Effective Date"), Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title, and interest in and to Conveyance of Public Sanitary Sewer Main Extension ("Conveyance"), attached hereto as Exhibit A and incorporated herein ("Exhibit A"), the Water Environment Services Storm & Sanitary System Warranty Bond ("Bond"), attached as Exhibit B and incorporated herein ("Exhibit B"), and the Declaration and Maintenance Agreement for On Site Stormwater Facilities ("Maintenance Agreement"), recorded as document 2019-043370 in the records of Clackamas County and attached hereto and incorporated herein as "Exhibit C."
2. **Assumption.** Assignee hereby accepts such assignment and assumes and agrees to be bound by and to pay and perform, observe and discharge all of the duties on the part of Assignor to be performed under the Conveyance, the Bond, and the Maintenance Agreement from and after the Effective Date.
3. **Indemnification.**
 - 3.1 Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Assignor hereby agrees to indemnify Assignee for, defend Assignee against, and

hold Assignee harmless from and against any and all liabilities, losses, costs, damages, expenses, claims, suits or demands resulting from Assignor's failure to perform any of its duties or fulfill any of its obligations under the Contracts prior to the Effective Date.

3.2 Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Assignee hereby agrees to indemnify Assignor for, defend Assignor against, and hold Assignor harmless from and against any and all liabilities, losses, costs, damages, expenses, claims, suits or demands resulting from Assignee's failure to perform any of its duties or fulfill any of its obligations under the Contracts on and after the Effective Date.

- 4. **Further Assurances.** The parties agree to execute, acknowledge where appropriate and deliver such other or further reasonable instruments of assignment as the other party may reasonably require to confirm the foregoing assignment, or as may be otherwise reasonably requested by Assignor or Assignee to carry out the intent and purposes hereof.
- 5. **Binding Effect.** This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.
- 6. **Amendments.** This Assignment may be amended by Assignor and Assignee at any time by written amendment executed by both Parties.
- 7. **Governing Law.** This Assignment has been negotiated, prepared and executed in accordance with the laws of the state of Oregon and will be construed in accordance with those laws, without giving effect to the conflict of laws provisions thereof.
- 8. **Counterparts.** This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which counterparts shall be deemed one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:
WATER ENVIRONMENT SERVICES

ASSIGNEE:
CITY OF MILWAUKIE

By: _____
Chair

By: *[Signature]*

Date: _____

Title: *City Manager*

Approved as to Form:

Date: *Nov 4, 2019*

County Counsel Date



C.2 WES Conveyance of Public Sanitary Sewer Main Extension

CONVEYANCE OF PUBLIC SANITARY SEWER MAIN EXTENSION

Cereghino Farms, LLC, hereby grants, bargains, sells, and conveys to Water Environment Services all of the right, title and interest in and to all of the sanitary sewer main extension, manholes and related facilities lying within the easements and public rights of way described as:

Cereghino Farms, LLC and covenants that grantor is the owner of said sanitary sewer main extension and related facilities free of all encumbrances and will warrant and defend the same against all persons who may lawfully claim the same.

Dated this 3 day of JUNE, 2019

Signed: [Signature]

Title: Manager

STATE OF OREGON)

County of Clackamas ss.

June 3, 2019

Personally appeared the above named Bruce A. Ament, manager * and acknowledged the forgoing instrument to be his/her voluntary act and deed.



Before me: [Signature] Notary Public for Oregon

My commission expires: 1-8-23

* of Cereghino Farms, LLC

EXHIBIT B



WATER ENVIRONMENT SERVICES
STORM & SANITARY SYSTEM
WARRANTY BOND



Surety Company Bond No. 492256P

PDX Development, Inc., as Principal, and _____

Indemnity Company of California, as Surety authorized to transact surety business in Oregon, are jointly and severally held and bound unto **Water Environment Services ("WES")** in the sum of ~~two Hundred Forty Nine Thousand, Nine Hundred Fifty~~ Dollars ("Total Bond Sum") for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND applies to the following development:

Cereghino Farms (the "Project"), and covers

- the Sanitary Sewer System, bond amount \$ 83,440.00, _____ (initials)
- the Storm Sewer System, bond amount \$ 166,475.00, _____ (initials)

The Project was approved by WES and a permit therefore issued, subject to certain conditions, stipulations, rules, regulations and provisions provided for in said permit, a copy of which is attached hereto and is hereby made a part of this bond ("Permit"), and specific reference is now made to all of the terms, provisions, specifications, rules and regulations and requirements set out, declared and provided for in said permit.

And, the said Principal agrees to maintain, repair, replace and be responsible for damage to the sanitary and/or storm sewer (as indicated above) for a period of not less than one year following the date the District accepted the system. At the end of the one year period, the Principal may petition WES for release of the bond; otherwise, the bond will remain in full force and effect. Upon notification from the District, the Principal shall complete corrective measures to the satisfaction of the District within thirty (30) days. The District may perform emergency work without notice to the Principal or Surety. All work performed by the District due to the nonperformance of the Principal or in response to an emergency shall be reimbursed to the District within thirty (30) days of invoice. If the Principal fails to reimburse the District in thirty (30) days the District may demand payment from the Surety.

If the Principal herein shall faithfully and truly comply with the terms, provisions, conditions, stipulations, rules, regulations and requirements of said Permit and shall in all respects, whether the same be enumerated herein or not, faithfully comply with the same, and shall indemnify and save harmless WES and Clackamas County, and their elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the terms of the Permit by the Principal or its subcontractors, and shall in all respects perform said Permit according to law, then this obligation is void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permit or to the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Permit.

If WES determines that any of the above conditions have not been met, WES may require prompt payment under this bond at its sole and absolute discretion, which may be either a partial or the full portion of the Total Bond Sum. Surety shall have neither the duty nor right to evaluate or challenge the correctness or appropriateness of WES' demand(s) or underlying determination(s) and shall not interplead or in any manner delay payment of said funds to WES. Payment(s) shall be made within thirty (30) business days of receiving written demand for said funds. WES may make serial demands for portions of the Total Bond Sum. Nonpayment of the bond premium will not invalidate this bond nor shall WES be obligated for the payment of any premiums. WES may, at any time and in its sole discretion, assign its rights under this Warranty Bond, and the principal and surety herein shall execute and deliver to WES all such further instruments and documents as may be reasonably necessary to carry out this assignment.

[Signature Page Follows]

WES Warranty Bond Signature Page

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives.

Accepted by: (Please print)

PRINCIPAL:

PDX Development, Inc.

(Name)

Owner

(Title)

PO BOX 2559

(Address)

Oregon City, OR 97045

(City, Zip)

Telephone: 503-519-4889

By: 

(Signature) - Bruce Ament

Date: 6/25/2019

WES ACCEPTANCE:

By: _____

Director
Water Environment Services

Date: _____

SURETY: (Please print)

Indemnity Company of California

(Name)

Attorney in Fact

(Title)

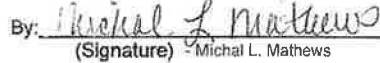
17771 Cowan Suite 100

(Address)

Irvine, CA 92614

(City, Zip)

Telephone: 949-263-3300

By: 

(Signature) - Michal L. Mathews

Date: 6/25/2019

WES RELEASE:

By: _____

Director
Water Environment Services

Date: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Dawn E. St. Clair, Michal L. Mathews, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

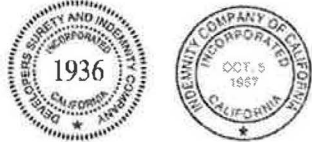
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 25th day of June, 2019.

By: *Cassie J. Barnstorf*
Cassie J. Barnstorf, Assistant Secretary



EXHIBIT C

Clackamas County Official Records
Sherry Hall, County Clerk

2019-043370

NO CHANGE IN TAX STATEMENTS



\$128.00

AFTER RECORDING, RETURN TO:

02247577201900433700080081

07/25/2019 02:21:22 PM

D-MA Cnt=1 Stn=54 COUNTER2
\$40.00 \$16.00 \$62.00 \$10.00

Water Environment Services
150 Beaver Creek Rd. Suite 430
Oregon City, OR 97045

**DECLARATION AND MAINTENANCE AGREEMENT
FOR ON SITE STORMWATER FACILITIES**

THIS DECLARATION AND MAINTENANCE AGREEMENT FOR ON-SITE STORMWATER FACILITIES is made this 24th day of June, 2019, by and between WATER ENVIRONMENT SERVICES, an intergovernmental entity formed pursuant to ORS Chapter 190 ("WES"), and Cereghino Farms LLC ("Developer").

RECITALS: On or about July 1, 1993, WES was delegated the responsibility and authority to implement a comprehensive and integrated stormwater program to provide for water quality and quantity control arising from property development. The Board of County Commissioners, acting as governing body of WES, made a policy decision that stormwater systems could be owned privately by the landowner(s), by an entity representing landowners or, under certain circumstances, by WES. Developer has asked WES to consider accepting the on-site stormwater improvements for the development as part of the public stormwater system which would require facilities and rate setting studies, amendments to the existing Rules and Regulations, program manuals, and standard agreements. WES is willing to accept these program modifications and the parties agree, in consideration of the Developer executing this Agreement, to provide for the ownership of the on-site stormwater facilities. This Agreement will be recorded and binding upon Developer and Developer's heirs, successors, and assigns, shall run with the land as to each successive owner of any lot in the development served by this facility ("Owners"), and shall bind each such Owner with respect to its period of ownership. Therefore, the parties agree as follows:

1. Property. Developer is the owner of the property referred to in Clackamas County Case File No. Z0577-17-HBD, known as Cereghino Farms. A full description of the property subject to this Declaration is set forth on Exhibit 1, attached hereto and incorporated by reference (hereinafter the "property" or "development").

2. Plat Approval. In consideration of the execution by Developer of this Agreement and performance of Developer's obligations hereunder and reference on the plat that the property is subject to the terms of this Agreement and WES's Rules and Regulations, WES agrees to approve the plat as submitted by the Developer.

3. Ownership. In consideration of Developer's execution of this Agreement and compliance with its terms, WES hereby acknowledges that it shall assume ownership of the stormwater facilities described on Exhibit 2, attached hereto and incorporated by reference ("stormwater facilities" or "facilities").

Developer specifically agrees as follows:

- a. To obtain WES approval of facility plans for the property;
- b. To record this Agreement in the Clackamas County real property records so that it becomes a covenant running with the land and waiver of remonstrance to an assessment district, on-site maintenance fee, or other funding mechanism chosen by WES to collect fees or charges against the property for operation, maintenance, repair, and replacement of the stormwater facilities;
- c. To design and construct the stormwater facilities with approved materials and good workmanship according to WES standards at the Developer's sole cost and expense;
- d. To provide a statement of design and construction costs acceptable for use in WES's fixed asset accounting system;
- e. To allow WES to inspect, at its own expense, the facility following completion of construction; any repairs or maintenance work shall be performed by the Developer as determined by WES following inspection; any repair or maintenance shall be subject only to those WES standards which were in place at the time the permit for construction of the facility was issued; and
- f. To provide a maintenance bond in favor of WES and to follow the maintenance schedule established by WES set forth on Exhibit 2 for the first year following WES's Acceptance.

4. Maintenance Obligation. The Developer shall be obligated to operate, maintain, and repair the stormwater facilities for the first year. WES shall be obligated to operate, maintain, and repair the stormwater facilities after the first year and throughout its period of ownership of the facility. Operation and maintenance shall be performed according to WES's defined schedule that details tasks and time of performance, a copy of which is attached as Exhibit 2. The requirements of Exhibit 2 may be modified following WES inspection if as-built facilities differ from originally proposed facilities. Nothing in this Agreement shall obligate WES to any construction standards other than those which were in place at the time the permit for construction of the facility was issued.

5. Indemnity. Subject to the limitations established by the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify and hold harmless the other from any and all damages, claims, liability, and actions arising out of the negligence or activities of that party resulting in damage to or affecting the on-site stormwater facilities.

6. Guaranty. Developer and Developer's heirs, successors, and assigns hereby warrant the design and construction of the stormwater facilities as being free from defects for a period of one (1) year after the earlier of (i) final inspection and approval of the facilities by WES or (ii) the facilities first being put into operation, except for such work performed by WES on behalf of Developer as required in Section 4 above. Developer shall cause any defective work to be remedied for which WES gives written notice of warranty claim during such period.

7. Easements. Developer and Developer's heirs, successors and assigns hereby grants to WES an easement for it to effectively perform operation, maintenance, repair, and replacement of the stormwater facilities, as shown on the plat, if any.

8. Waiver of Remonstrance. Developer, and for Developer's heirs, successors, and assigns, hereby voluntarily consents to those charges and fees imposed by WES for operation, maintenance, repair, and replacement of the on-site surface water facilities, which will not exceed Three Dollars (\$3.00) per month or until further WES action. This will be in addition to the base fee under WES's Rules and Regulations, which is presently Six Dollars and Ninety Five Cents (\$6.95) per month per equivalent service unit as set by the Board of County Commissioners. Developer, and for Developer's heirs, successors, and assigns, further consents to the formation of an assessment district if WES determines that is the best method of charging for these services, and waives any right of remonstrance against the formation thereof. WES agrees to provide Developer with forty-five (45) days advance written notice of WES's desire to create such an assessment district. The undersigned hereby acknowledges that this Agreement is voluntarily executed for the purpose of inducing WES to accept ownership of the on-site facilities.

9. Breach/Termination. If either party breaches any term of this Agreement, then the non-defaulting party may upon ten (10) days prior written notice, give notice of such default. If such default is not cured within thirty (30) days following such notice, or if not reasonably susceptible to cure within such time, cure is not commenced within such time and thereafter diligently prosecuted to completion, then the non-defaulting party may declare this Agreement at an end or pursue any other remedy available including injunctive relief. In the event of a Developer default under this Agreement not cured within the foregoing period, then WES may record a document terminating this Agreement, and WES shall have no further obligation therefor.

10. Disputes. The parties agree that all disputes may be resolved through mediation, and if such mediation is not successful, then through arbitration by an arbitrator appointed by the Presiding Judge of the Circuit Court of Clackamas County, Oregon pursuant to ORS Chapter 36.

11. Notices. Any notice required hereunder shall be sufficient if deposited in the United States Mail, postage prepaid, addressed to the following:

WES:

Water Environment Services
Attn: Director
150 Beaver Creek Rd. Suite 430
Oregon City, OR 97045

Developer:

.. Cereghino Farms
.. PO Box 2559
.. Oregon City, OR 97045

12. Representation. The undersigned represent (s) to WES that he/she/they is/are the owner (s) of the property and have full authority to execute this document and bind all owners and the property.

13. Assignment. The Developer shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of WES, which may be granted or withheld in its sole and absolute discretion. WES may assign this Agreement at any time which will be considered effective upon assignment with no further approval required by Developer.

[Signature Page Follows]

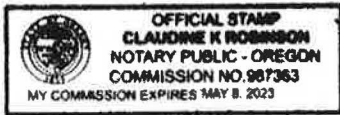
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

WATER ENVIRONMENT SERVICES

By: [Signature]
Director

STATE OF OREGON)
County of Clackamas) ss.

This instrument was acknowledged before me on this 24th day of June, 2019, by Greg Geist [name] as Director [title] on behalf of Water Environment Services.



Claudine K. Robinson
Notary Public for Oregon
My Commission expires: May 8, 2023

DEVELOPER

[Signature]
Name: Bruce Ament
Title: Member

STATE OF OREGON)
County of Clackamas) ss.

This instrument was acknowledged before me on this 18 day of June, 2019, by Bruce Ament [name] as Member [title] on behalf of Cereghino Farms, LLC, Developer.



[Signature]
Notary Public for Oregon
My Commission expires: 1.8.23

EXHIBIT "A"
(Land Description)

Parcel I:

All that portion of Tract 2, ATKINSON, lying east of the Julius Kuehn Road No. 1249, in the County of Clackamas and State of Oregon

Parcel II:

Part of Tract 1, ATKINSON, in the County of Clackamas and State of Oregon more particularly described as follows:

Beginning at the southeast corner of said Tract 1; thence following the easterly line of said Tract North 0°49' West 317.8 feet to the center line of Lake Road; thence following the center line of said Road North 72°18' West 314.2 feet; thence South 0°49' East 414 feet to the southerly line of said Tract 1; thence South 89°58' East 299.8 feet to the point of beginning.

Parcel III:

Part of Section 6, Township 2 South, Range 2 East, W.M., in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the northwest corner of the Elisha Kellogg D.L.C.; thence North 4.06 chains to a stake in the center of Lake Road; thence North 71° 30' West along the center of said Road 4.22 chains to a stake; thence South 25 chains to a stake; thence South 71° 30' East 4.22 chains to a stake on the line dividing the Joseph Kellogg D.L.C. and the Elisha Kellogg D.L.C.; thence North 20.94 chains to the point of beginning.

PARCEL IV

The North 85 feet of that portion of Tract 3, ATKINSON, in the County of Clackamas and State of Oregon lying east of the Julius Kuehn County Road No. 1249; said North 85 feet to be cut off by a line drawn parallel with the North line of said Tract 3.

PARCEL V

A portion of Tract 3, ATKINSON, in the County of Clackamas and State of Oregon described as follows:

Beginning at a point on the east line of the said Tract 3 which is 85 feet south of the northeast corner of Tract 3, said point also being the southeast corner of the tract conveyed to Joseph Cereghino, et ux, by deed recorded August 22, 1962, in Book 609, page 222, Deed Records of Clackamas County; thence West parallel with the North line of said Tract 3, a distance of 85 feet to a point on the south line of the said Cereghino tract; thence South, parallel with the east line of Tract 3, a distance of 295 feet, more or less, to the south line of Tract 3; thence east a distance of 85 feet to the southeast corner of Tract 3; thence North 295 feet, more or less, to the point of beginning.

Exhibit 2

This agreement applies to stormwater conveyance pipes and related appurtenances as follows:

- A) The developer will be responsible for all storm facilities constructed as part of this development plus any additional facilities that are specifically identified in this agreement. This responsibility shall continue until WES or some responsible agency takes them over.
- B) After WES takes over the storm system for ownership and maintenance, its responsibility will include only facilities that meet all of the following criteria:

- Were constructed as part of this development.
- and
- Are outside of the road Right-of-Way.
- and
- Are contained in public easements, or tracts.
- and
- Are neither individual roof drain lines nor lines smaller than 8" in diameter.

These facilities shall be cleaned at the expense of the developer at least once immediately before acceptance by WES for maintenance. The sediment and debris shall be disposed of at an approved disposal site.

Any of the facilities listed below that are located on the site shall be cleaned as outlined below and any necessary repairs performed. Any facilities not mentioned below, will be maintained and/or repaired as needed.

- Detention Pond ----- Remove sediment from bottom of pond. Clean associated pond outlet structures, and overflow weirs.
- Detention Pipe ----- Clean all sediment & debris form detention pipe.
- Sedimentation M.H. ----- Located at one or both ends of detention pipe. Clean out sump.
- Storm Manhole ----- Clean sediment and debris from bottom of manhole.
- Pollution Control M.H. - Clean out sump and baffles.
- Control Manhole ----- Clean out sump. Inspect overflow riser & orifice for obstructions.
- Private Storm Pipe ----- Remove sediment from pipe and 18" sumps of affected catch basins and junction boxes.
- Storm sewer cleanout ---- For access purposes to clean and maintain storm sewer pipes.
- Bio-Swale ----- Remove sediment & inspect any weirs, orifice, and

control structures for obstructions.

- Drywell ----- Remove sediment from sump in the drywell, & the sediment from the sump of the associated sedimentation manhole.
- Access Portal ----- For access purposes to clean and maintain a storm detention pipe.
- Drainage Swale ----- Remove sediment, debris. Do not remove roots of vegetation.
- Modified Trapped CB --- Clean sump. Inspect riser tee and orifice for obstructions.
- Ditch Inlet Catch basin -- Clean sump and grate.
- Pond Outlet Structure --- Clean sump. Inspect associated overflow riser, and orifice for obstructions.
- Siltation Basin----- Remove sediment from bottom of basin. Clean associated overflow structure.



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Personal Services Contract with Donovan Enterprises, Inc.,
to provide Financial Advisory Services**

Purpose/ Outcomes	Execution of the contract between Water Environment Services and Donovan Enterprises, Inc., for general financial and fiscal advisory services.
Dollar Amount and Fiscal Impact	The five (5) year contract amount is not to exceed \$225,000.00.
Funding Source	WES Sanitary Sewer and Surface Water Funds, no General Funds involved
Duration	December 31, 2024
Previous Board Action	N/A
Strategic Plan Alignment	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Counsel Review	November 18, 2019
Contact Person	Doug Waugh, 503-742-4564

BACKGROUND:

Water Environment Services (WES) has an ongoing need for financial advisory services, including monthly sanitary sewer and surface water rate projections, various cost of service analyses, Systems Development Charge (SDC) analyses, and developing materials for finance related staff presentations regarding the above. This work requires expertise in public finance and an associated knowledge of regional and national trends. These supports are best provided through an agency outside of WES.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on September 9, 2019. Proposals were opened on October 9, 2019, two (2) proposals were received: Donovan Enterprises, Inc., and Merina +Co. After review of the proposal and all necessary documentation, Donovan Enterprises, Inc., was determined to be the successful proposer.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and Donovan Enterprises, Inc., for the Financial Advisory Services for a total contract amount not to exceed \$225,000.00.

Respectfully submitted,

Greg Geist
Director, Water Environment Services

Placed on the Board agenda of _____ by Procurement.



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #2217**

This Personal Services Contract (this “Contract”) is entered into between **Donovan Enterprises, Inc.**, (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2024**.
- 2. Scope of Work.** Contractor shall provide the following personal services: general financial advisory services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed **forty-five thousand dollars (\$45,000.00)**, for a total contract values not to exceed **two hundred twenty-five thousand dollars (225,000.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Doug Waugh

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and District Contacts.

Contractor	District
Administrator: Steven Donovan Phone: 503-517-0671 Email: steve.donovan@donovan-enterprises.com	Administrator: Doug Waugh Phone: 503-742-4564 Email: dwaugh@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend Clackamas County and the District, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or any department of District, nor purport to act as legal representative of District or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District, nor shall Contractor settle any claim on behalf of District without the approval of the Clackamas County Counsel's Office. District may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21 and 27, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

15. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work

20. REMEDIES. If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

21. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the District desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the District ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and

not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the District, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the District's request, Contractor will turn over to the District all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the District that cannot adequately be compensated in damages. Accordingly, the District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the District and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the District to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the District, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the District; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the District.

Contractor shall report, either orally or in writing, to the District any use or disclosure of Confidential Information not authorized by this Contract or in writing by the District, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the District immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the District.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

Contractor shall complete work as outlined in the Request for Proposal # 2019-80 Financial Advisory Services issued September 9, 2019, hereby included as **Exhibit B**, and the Vendor's response hereby included as **Exhibit C**.

EXHIBIT B
RFP # 2019-80
FINANCIAL ADVISORY SERVICES
Issued September 9, 2019

EXHIBIT C
VENDOR'S PROPOSAL