



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

Kia Selley, Director
North Clackamas Parks and Recreation District
3811 SE Concord Road
Milwaukie, OR 97267

March 20, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as North Clackamas Parks and Recreation District Board of Directors

Approval of an Intergovernmental Agreement with Sunrise Water Authority for a new aquifer and wellhead control systems building in Sieben Park. Agreement Value is \$2,316 annually in perpetuity with a 3% yearly increase. Funding is through Sunrise Water Authority. No County General Funds are involved.

Previous Board Action/Review	March 11, 2025- Board of Directors Executive Session February 11, 2025 – Board of Directors Executive Session		
Performance Clackamas	<ol style="list-style-type: none"> 1. Build public trust through good government 2. Grow a vibrant economy 3. Build a strong infrastructure 4. Ensure safe, healthy and secure communities 		
Counsel Review	Yes	Procurement Review	No
Contact Person	Alex Gilbertson	Contact Phone	971-430-0388

EXECUTIVE SUMMARY: Sunrise Water Authority (SWA) has been operating an aquifer storage and recovery well in the NCPRD-owned Sieben Park (14395 SE Territory Dr, Clackamas, OR 97015) since 1997. At the time of construction, the wellhead and related control systems were placed in a subgrade vault creating several maintenance challenges for SWA. SWA has proposed to move the components to a small above-ground building within the park and has requested a temporary and permanent construction easement (see attached) for the new building.

Total compensation offered to NCPRD is \$2,316 annually for maintenance services, with a 3% annual cost increase. SWA has also agreed provide a new public drinking fountain and bench as part of the building.

RECOMMENDATION: Staff recommends that the NCPRD Board of Directors approve the intergovernmental agreement with SWA for the temporary and permanent construction easement to build a new control systems building to support the aquifer storage and recovery well at Sieben Park.

ATTACHMENTS:

- 2025 NCPRD SWA IGA Signed by SWA
- SWA Easement Ex A - B
- SWA Temp. Construction Easement

Respectfully submitted,

Kia Selley, RLA, Director
North Clackamas Parks and Recreation District

For Filing Use Only

**INTERGOVERNMENTAL AGREEMENT BETWEEN
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
AND SUNRISE WATER AUTHORITY
RELATED TO THE SIEBEN PARK AQUIFER STORAGE
RECOVERY BUILDING AND WELL PROJECT**

THIS AGREEMENT (this "Agreement") is entered into by and between North Clackamas Parks and Recreation District ("NCPRD"), a county service district organized under ORS Chapter 451, and Sunrise Water Authority ("SWA"), a water authority organized under ORS Chapter 450, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

NCPRD owns Sieben Park ("Property") located at 14395 SE Territory Dr., Clackamas OR 97015. SWA currently owns and operates an aquifer and storage recovery ("ASR") well within the Property. The ASR well is permitted and operated pursuant to an unrecorded easement dated April 3, 1997, and an intergovernmental cooperative agreement between the parties dated March 20, 1997 ("Original IGA"). This Agreement amends and restates the Original IGA in its entirety.

The Parties enter into this Agreement to provide for the development by SWA of a new building for the existing ASR well site on the Property ("ASR Building"). NCPRD is willing to execute a new easement to SWA to permit the development, construction and operation of this ASR Building upon the terms and conditions contained in this Agreement and the terms contained in the easement described below.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution and, except for any obligation associated with the Easement (defined below) and Sunrise's ongoing obligations under Section 3(B) and 3(D), shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2025, whichever is sooner.
2. **Rights and Obligations of NCPRD.**
 - A. NCPRD will grant an easement to SWA, and execute an easement instrument in the form of the document attached hereto as Exhibit A (the "Easement"), allowing SWA to construct and operate the ASR Building on a portion of the Property, which portion is more particularly described and depicted in the Easement ("Easement Area") and incorporated herein by reference.
 - B. NCPRD will respond in a timely manner to SWA's requests to execute applications or documents and to provide information or approval to SWA specifically related to

fulfilling the purpose of this Agreement. To the extent NCPRD's consent is required for SWA to submit an application for land use approval, this Agreement shall be deemed that consent.

- C. When requested, NCPRD will provide timely feedback regarding design, permitting, engineering and construction issues. Timely feedback is defined as any reasonable deadline specified by SWA in carrying out the above mentioned tasks.
- D. NCPRD shall maintain the portion of Sieben Park within the Easement Area to include fertilization, mowing, edging and maintaining the grounds around the vaults and ASR Building. NCPRD is not responsible for maintenance or repair of the ASR Building, well, vault, or any other SWA owned equipment on the Property.
- E. NCPRD shall submit invoices to SWA for the amounts set forth in Section 3 below at the following address:

Sunrise Water Authority
Attn: Accounts Payable
17563 SE Armstrong Court
Happy Valley, OR 97015
(503) 761-0220
accountspayable@sunrisewater.com

3. Rights and Obligations of SWA.

- A. SWA will construct an ASR Building of approximately 200 square feet along the eastern boundary of the Property in the Easement Area. The ASR Building will contain all necessary mechanical, electrical and control process equipment and components required to operate the ASR system.
- B. SWA hereby agrees to pay to NCPRD \$2,316 annually for the maintenance services provided by NCPRD. A new maintenance year shall start on July 1 of each year. For the first year of this agreement, the annual amount owed shall be pro-rated, and any amount already paid by SWA for the first year shall be deducted from the amount owed. Beginning with the second full year of this Agreement, the annual maintenance costs shall increase annually 3% from the previous year.
- C. SWA will coordinate with the NCPRD in the design, permitting, engineering and construction associated with the ASR Building.
- D. SWA will install a drinking fountain/bottle fill station at the ASR Building for the benefit of Sieben Park. Water for the fountain will be provided by SWA from the ASR Building.
- E. SWA will install a park style, all weather bench at the ASR Building for the benefit of Sieben Park.
- F. SWA will install bollards to prevent unauthorized vehicle access to the ASR Building. Additional grading and other enhancements will be made around the existing well vaults to improve ease of maintenance and reduce tripping hazards.

4. Work Plan and Project Schedule.

- A. It is the desire of both Parties to complete the ASR Building as soon as practicable. SWA will diligently pursue completion of the ASR Building prior to December 31, 2025.
 - i. SWA's completion of the ASR Building is dependent on multiple factors, including, but not limited to, permitting, supply chain and delivery issues, contractor performance, and weather delays.
 - ii. Design and construction timing is also highly dependent on the receipt of necessary information and approvals requested by SWA. All Parties will in good faith attempt to meet project deadlines, but recognize timelines may need to be adjusted because of unforeseen circumstances. SWA will provide prompt notice to NCPRD of any anticipated delays in the schedule. NCPRD agrees to not unreasonably withhold consent to extensions in the schedule.
- B. The Rose Creek Trail will be impacted by the Project during construction. The parties will re-route this trail during construction. The alignment will be determined during design and coordinated with NCPRD. The trail will be re-built/re-routed at SWA's expense as part of the Project.
- C. NCPRD hereby grants to SWA a temporary construction easement on the portion of the Property described and depicted in Exhibit B, the purpose of which is to allow SWA to occupy and to use those portions of the Property, both inside and outside the Easement Area, necessary to complete the construction of the ASR Building. The temporary construction easement shall terminate upon completion of the ASR Building.

5. Representations and Warranties.

- A. *SWA Representations and Warranties:* SWA represents and warrants to NCPRD that SWA has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of SWA enforceable in accordance with its terms.
- B. *NCPRD Representations and Warranties:* NCPRD represents and warrants to SWA that NCPRD has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of NCPRD enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either NCPRD or SWA may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction

of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- B. NCPRD or SWA shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- C. A Party may terminate this Agreement in the event the Party fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Party is prohibited from paying for such work from the planned funding source.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, NCPRD agrees to indemnify, save harmless and defend SWA, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of NCPRD or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which NCPRD has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, SWA agrees to indemnify, save harmless and defend NCPRD, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of SWA or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which SWA has a right to control.

- 8. **Insurance.** SWA agrees to furnish NCPRD with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of NCPRD, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to

this Agreement. If self-insured, SWA shall provide documentation to NCPRD of SWA's self-insured status by completing the Self-Insurance Certification form provided by NCPRD.

9. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

Kia Selley or their designee will act as liaison for NCPRD.

Contact Information:

Kia Selley, Director NCPRD
150 Beaver Creek Rd.
Oregon City, OR 97045
(503) 742-4348
kselley@ncprd.com

Copy to:
NCPRD Counsel
2051 Kaen Road, 2nd Floor
Oregon City, OR 97045

Wade Hathhorn or their designee will act as liaison for the SWA.

Contact Information:

Sunrise Water Authority
Attn: Wade Hathhorn, General Manager
17563 SE Armstrong Court
Happy Valley, OR 97015
(503) 761-0220
whathhorn@sunrisewater.com

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of NCPRD without giving effect to the conflict of law provisions thereof. Any claim between NCPRD and SWA that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then 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 NCPRD 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. SWA, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") as required by applicable retention schedules governing public records. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. During the record retention period, each Party shall permit the other Party's authorized representative(s) access to the Records at reasonable times and places for purposes of examining and copying.
- E. Hazard Communication.** A Party shall notify the other Party prior to using products containing hazardous chemicals to which a Party's employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or items designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon a Party's request, the other Party shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- F. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized

body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** SWA and NCPRD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Time is of the Essence.** The Parties agree that time is of the essence in the performance this Agreement.

- P. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- Q. **Force Majeure.** Neither SWA nor NCPRD shall be held responsible for delay or default caused by events outside of the SWA or NCPRD's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, SWA 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 Agreement.
- R. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

**North Clackamas Parks
Recreation District**

Sunrise Water Authority

Chair, Board of NCPRD Directors



Chris Hawes, Board Chair

Date

1/31/25

Date

Exhibit A
Form of Easement



AKS ENGINEERING & FORESTRY
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 F: (503) 563-6152

AKS Job #9145-01

EXHIBIT A

Permanent Sunrise Water Authority Easement

A portion of Tract 'C' of "Sieben Creek Estates 2", Plat No. 3146, Clackamas County Plat Records, located in the Southwest One-Quarter of Section 1, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the northeasterly corner of said Tract 'C', also being on the west line of Document Number 2018-041323, Clackamas County Deed Records; thence along said west line, South $00^{\circ}17'54''$ West 9.34 feet; thence leaving said west line, South $31^{\circ}12'00''$ West 92.07 feet; thence South $89^{\circ}42'06''$ East 47.28 feet to the west line of Lot 34 of "Frontier Estates", Plat No. 3123, Clackamas County Plat Records; thence along said west line, South $00^{\circ}17'54''$ West 65.00 feet to the northeasterly right-of-way line of SE Territory Drive (21.00 feet from centerline); thence along said northeasterly right-of-way line, North $88^{\circ}11'26''$ West 1.44 feet; thence continuing along said northeasterly right-of-way line on a curve to the right with a Radius of 79.00 feet, a Delta of $37^{\circ}40'20''$, a Length of 51.94 feet, and a Chord of North $69^{\circ}21'16''$ West 51.01 feet; thence continuing along said northeasterly right-of-way line, North $50^{\circ}31'06''$ West 55.98 feet; thence leaving said northeasterly right-of-way line, North $39^{\circ}28'54''$ East 15.29 feet; thence South $89^{\circ}42'06''$ East 12.41 feet; thence North $31^{\circ}12'00''$ East 107.58 feet to the northerly line of said Tract 'C'; thence along said northerly line, South $75^{\circ}12'18''$ East 15.85 feet to the Point of Beginning.

The above described tract of land contains 6,214 square feet, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.

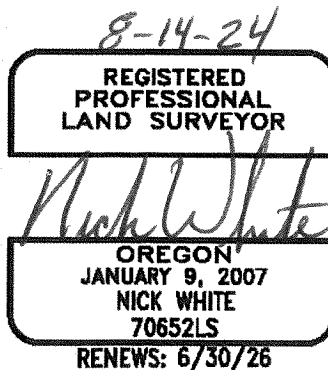
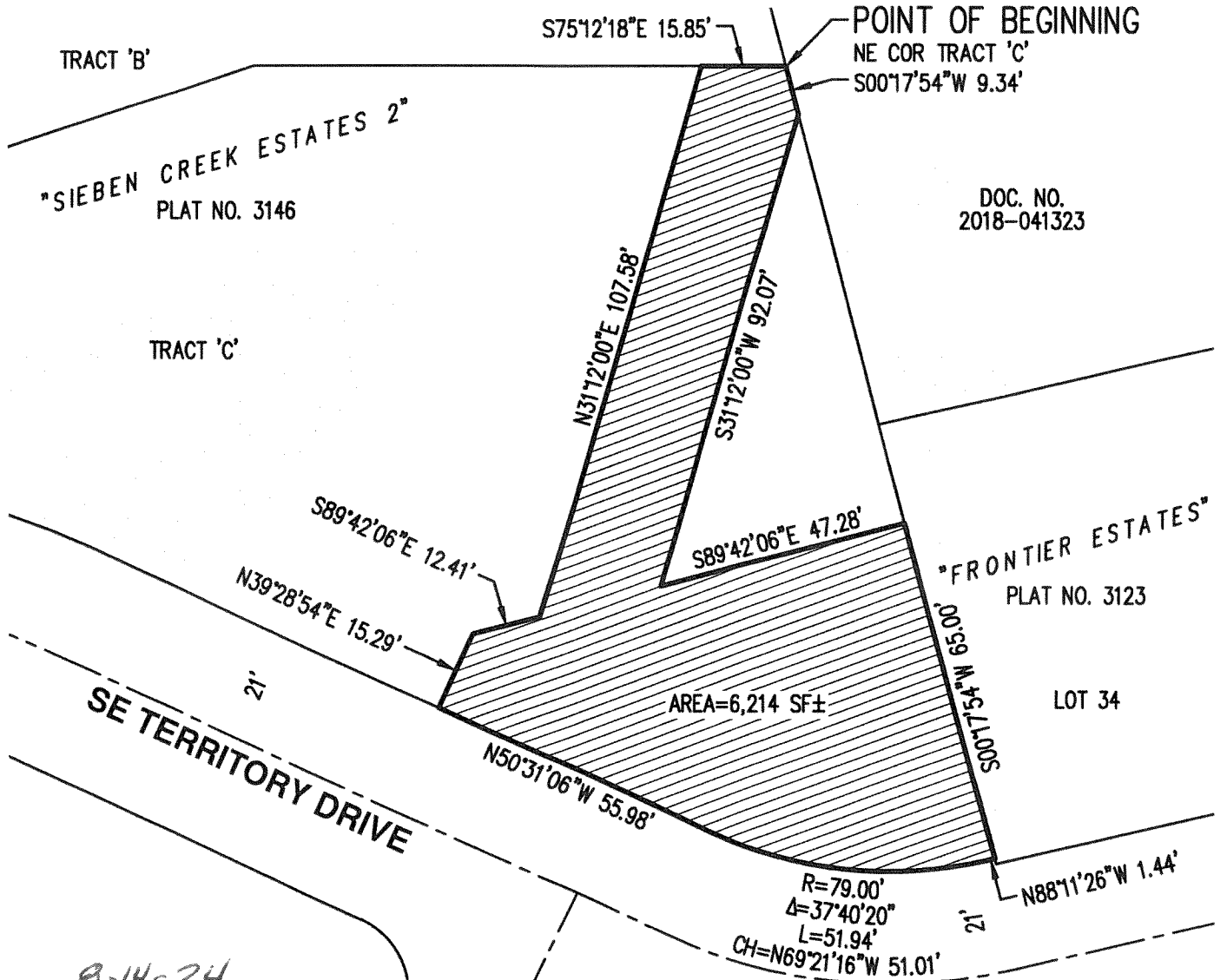


EXHIBIT B

A PORTION OF TRACT 'C' OF "SIEBEN CREEK ESTATES 2",
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1,
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
 CLACKAMAS COUNTY, OREGON



DOC. NO.
2018-041323

AREA=6,214 SF±

"FRONTIER ESTATES"
PLAT NO. 3123

LOT 34

SE TERRITORY DRIVE

R=79.00'
Δ=37°40'20"
L=51.94'
CH=N69°21'16"W 51.01'

8-14-24

REGISTERED
PROFESSIONAL
LAND SURVEYOR

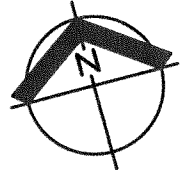
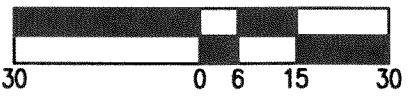
Nick White

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS
RENEWS: 6/30/26

PREPARED FOR

SUNRISE WATER AUTHORITY
10602 SE 129TH AVENUE
HAPPY VALLEY, OR 97086

SCALE: 1" = 30 FEET



AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



PERMANENT SUNRISE WATER
AUTHORITY EASEMENT

TL22E91CC 11200	
DRWN: WCB	CHKD: NSW
AKS JOB: 9145-01	EXHIBIT B

<p>Grantor: North Clackamas Parks & Recreation District Address: 150 Beaver Creek Rd Oregon City, OR 97045</p> <p>Grantee: Sunrise Water Authority 17563 SE Armstrong Court Happy Valley, OR 97015</p> <p>After Recording Return to: Sunrise Water Authority 17563 SE Armstrong Court Happy Valley, OR 97015</p> <p>Until a change is requested, all taxes shall be sent to: No Change</p>	<p>State of Oregon</p>
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PERMANENT PUBLIC UTILITY EASEMENT

For value received, North Clackamas Parks & Recreation District (Grantor), hereby grants, bargains, sells and conveys to Sunrise Water Authority, its heirs, successors and assigns, (Grantee), a permanent easement for the construction, reconstruction, upgrade, replacement, repair, maintenance, and inspection of public utilities, and related appurtenances and structures, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon ("Property").

The Property subject to this Easement is Tract 'C' of "Sieben Creek Estates 2", Plat No. 3146, Clackamas County Plat Records, located in the Southwest One-Quarter of Section 1, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon.

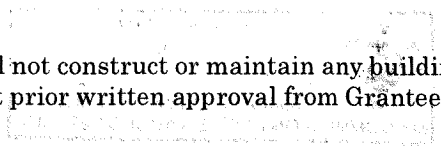
The portion of the Property subject to this Easement ("Easement Area") is described in Exhibit A and depicted in Exhibit B, each incorporated herein by this reference.

The true and actual consideration for this conveyance consists of Zero and No/100 Dollars (\$ 0.00), and other consideration, the sufficiency of which is hereby acknowledged.

Grantor reserves the right to use the surface of the Property for walkways, landscaping, parking, and other uses undertaken by the Grantor that are not inconsistent and do not interfere with Grantee's use of the Easement Area. Except for the utilities and building described in that certain Intergovernmental Agreement executed by the parties on or about _____ ("IGA"), no building or utility shall be placed upon, under, or within the Property during the term of this Easement without the written permission of the Grantee.

Grantee shall have the right to enter upon and utilize the Easement Area for the purposes described in this document and the IGA. Grantee may not remove trees, shrubs, brush, paving or other materials within the Easement Area without permission from Grantor to accomplish these purposes. Permission to complete these tasks will not be unreasonably withheld.

Grantor, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the above described Easement Area without prior written approval from Grantee.



In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this _____ day of _____ 2024.

Grantor:

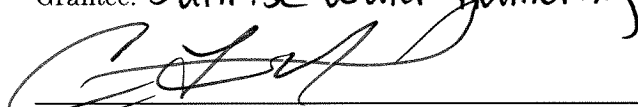
For Grantor

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____ 2024,
by _____.

Notary Public for State of _____
My Commission Expires: _____

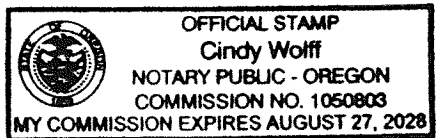
In witness whereof, the above named Grantee has hereunto set Grantee's hand to this document on this 31 day of January 2025.

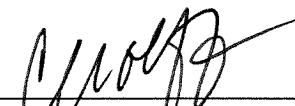
Grantee: Sunrise Water Authority


For Grantor Grantee

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was signed and attested before me this 31 day of January 2025,
By Chris Hawes, as Chair of the Sunrise Water Authority Board.





Notary Public for State of Oregon
My Commission Expires: 08/27/2028



AKS ENGINEERING & FORESTRY

12965 SW Herman Road, Suite 100, Tualatin, OR 97062

P: (503) 563-6151

F: (503) 563-6152

AKS Job #9145-01

EXHIBIT A

Permanent Sunrise Water Authority Easement

A portion of Tract 'C' of "Sieben Creek Estates 2", Plat No. 3146, Clackamas County Plat Records, located in the Southwest One-Quarter of Section 1, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the northeasterly corner of said Tract 'C', also being on the west line of Document Number 2018-041323, Clackamas County Deed Records; thence along said west line, South 00°17'54" West 9.34 feet; thence leaving said west line, South 31°12'00" West 92.07 feet; thence South 89°42'06" East 47.28 feet to the west line of Lot 34 of "Frontier Estates", Plat No. 3123, Clackamas County Plat Records; thence along said west line, South 00°17'54" West 65.00 feet to the northeasterly right-of-way line of SE Territory Drive (21.00 feet from centerline); thence along said northeasterly right-of-way line, North 88°11'26" West 1.44 feet; thence continuing along said northeasterly right-of-way line on a curve to the right with a Radius of 79.00 feet, a Delta of 37°40'20", a Length of 51.94 feet, and a Chord of North 69°21'16" West 51.01 feet; thence continuing along said northeasterly right-of-way line, North 50°31'06" West 55.98 feet; thence leaving said northeasterly right-of-way line, North 39°28'54" East 15.29 feet; thence South 89°42'06" East 12.41 feet; thence North 31°12'00" East 107.58 feet to the northerly line of said Tract 'C'; thence along said northerly line, South 75°12'18" East 15.85 feet to the Point of Beginning.

The above described tract of land contains 6,214 square feet, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.

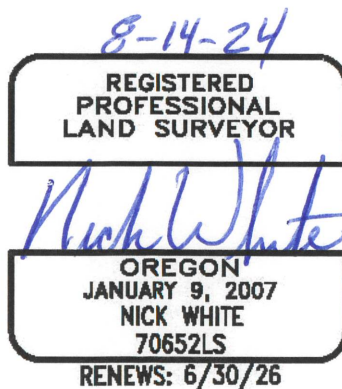
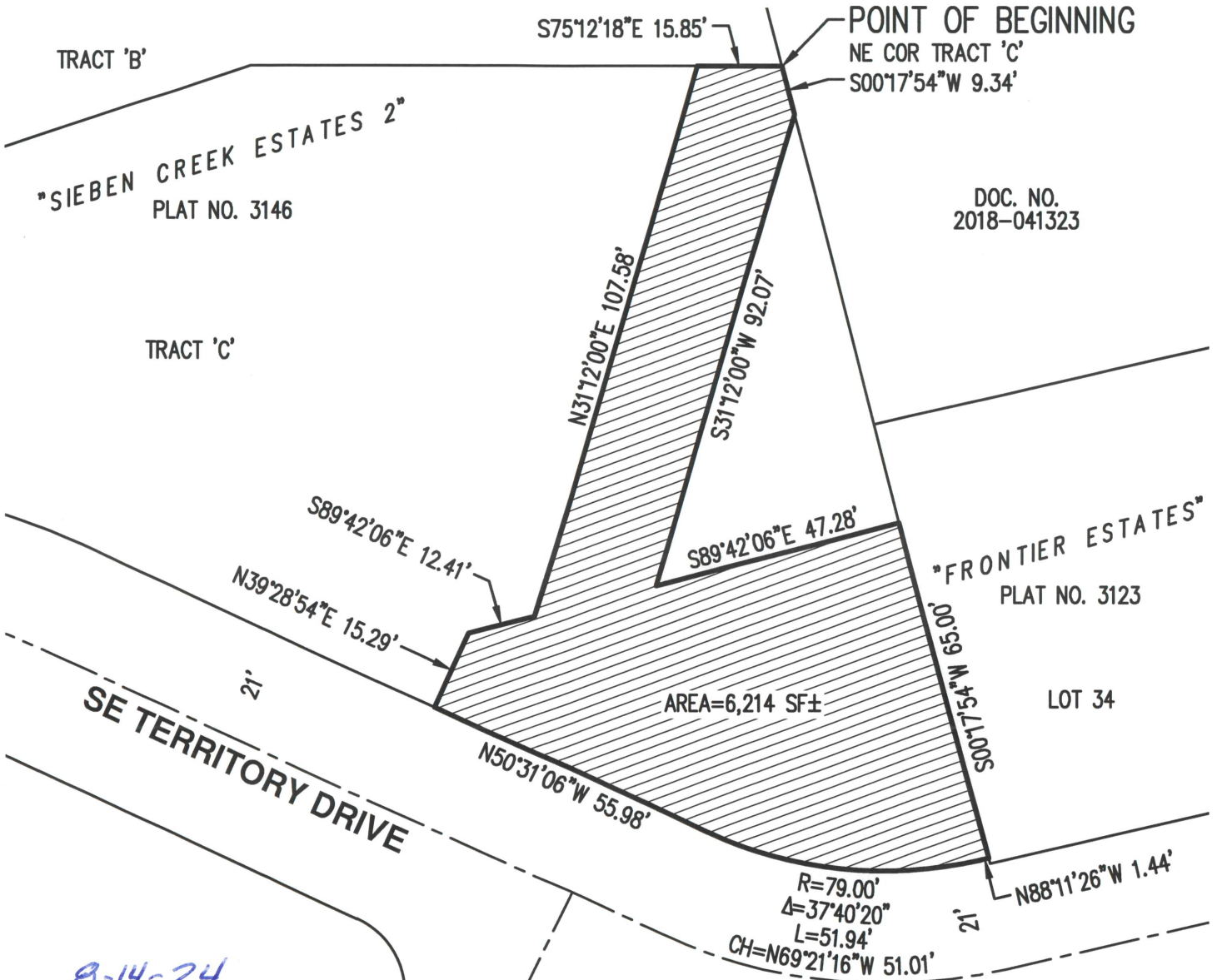


EXHIBIT B

A PORTION OF TRACT 'C' OF "SIEBEN CREEK ESTATES 2",
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1,
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
 CLACKAMAS COUNTY, OREGON



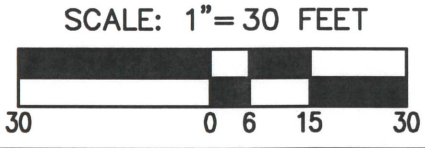
DOC. NO.
 2018-041323

8-14-24
 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Nick White

OREGON
 JANUARY 9, 2007
 NICK WHITE
 70652LS
 RENEWS: 6/30/26

PREPARED FOR
 SUNRISE WATER AUTHORITY
 10602 SE 129TH AVENUE
 HAPPY VALLEY, OR 97086



AKS ENGINEERING & FORESTRY, LLC
 12965 SW HERMAN RD, STE 100
 TUALATIN, OR 97062
 503.563.6151 WWW.AKS-ENG.COM



PERMANENT SUNRISE WATER
 AUTHORITY EASEMENT

TL22E91CC 11200
 DRWN: WCB CHKD: NSW
 AKS JOB: 9145-01
 EXHIBIT B



AKS ENGINEERING & FORESTRY

12965 SW Herman Road, Suite 100, Tualatin, OR 97062

P: (503) 563-6151

F: (503) 563-6152

AKS Job #9145-01

EXHIBIT A

Temporary Construction Easement

A portion of Tract 'C' of "Sieben Creek Estates 2", Plat No. 3146, Clackamas County Plat Records, located in the Southwest One-Quarter of Section 1, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the northeasterly corner of said Tract 'C', also being on the west line of Document Number 2018-041323, Clackamas County Deed Records; thence along said west line and the west line of Lot 34 of "Frontier Estates", Plat No. 3123, Clackamas County Plat Records, South $00^{\circ}17'54''$ West 153.34 feet to the northeasterly right-of-way line of SE Territory Drive (21.00 feet from centerline); thence along said northeasterly right-of-way line, North $88^{\circ}11'26''$ West 1.44 feet; thence continuing along said northeasterly right-of-way line on a curve to the right with a Radius of 79.00 feet, a Delta of $37^{\circ}40'20''$, a Length of 51.94 feet, and a Chord of North $69^{\circ}21'16''$ West 51.01 feet; thence continuing along said northeasterly right-of-way line, North $50^{\circ}31'06''$ West 88.89 feet; thence leaving said northeasterly right-of-way line, North $31^{\circ}10'15''$ East 110.96 feet to the northerly line of said Tract 'C'; thence along said northerly line, South $75^{\circ}12'18''$ East 63.25 feet to the Point of Beginning.

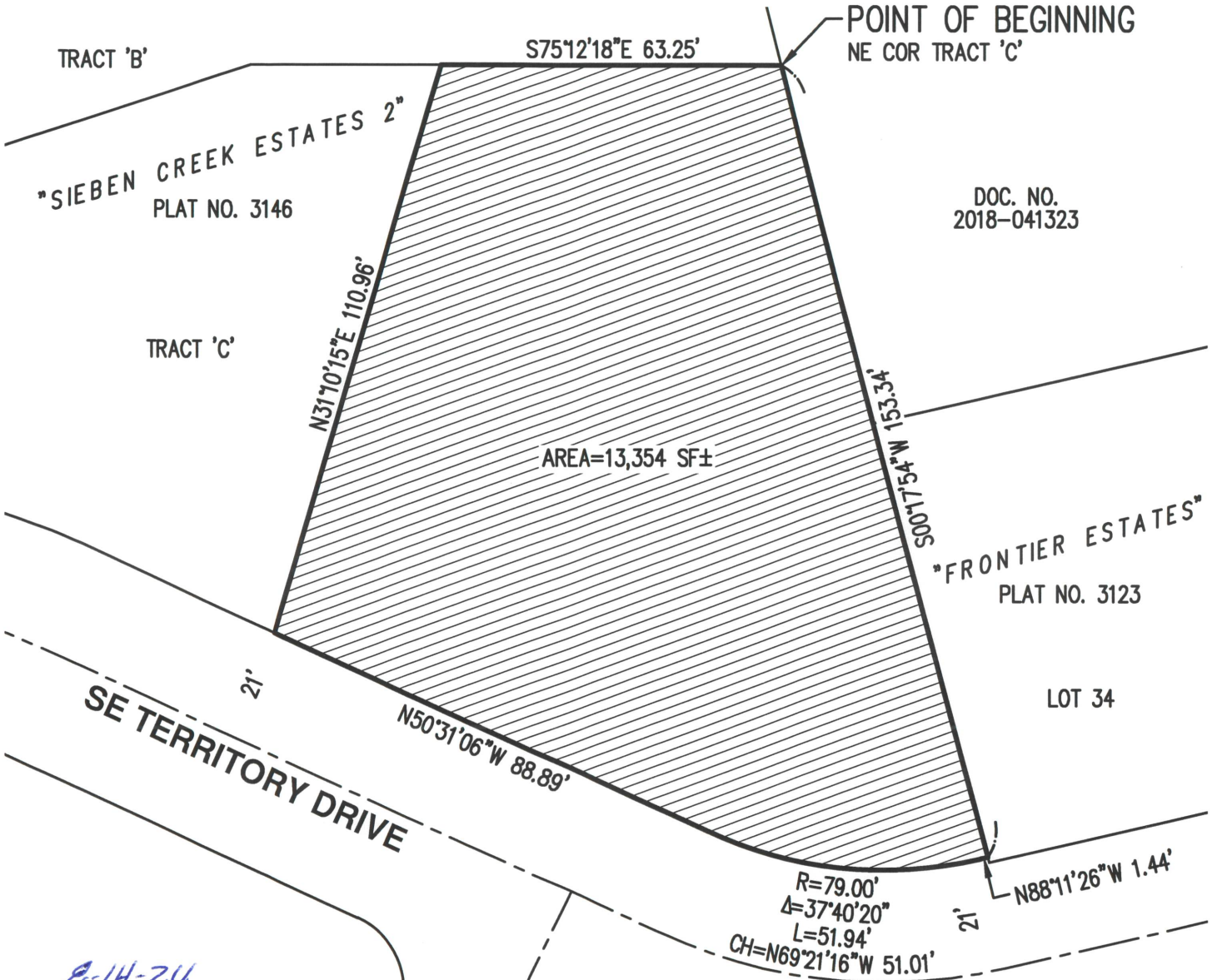
The above described tract of land contains 13,354 square feet, more or less.

Bearings for this description are based on State Plane Grid bearing, Oregon State Plane, North Zone 3601, NAD83(2011) Epoch: 2010.0000. Distances shown are International Foot ground values.



EXHIBIT B

A PORTION OF TRACT 'C' OF "SIEBEN CREEK ESTATES 2",
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1,
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,
 CLACKAMAS COUNTY, OREGON



DOC. NO.
2018-041323

AREA=13,354 SF±

"FRONTIER ESTATES"
PLAT NO. 3123

LOT 34

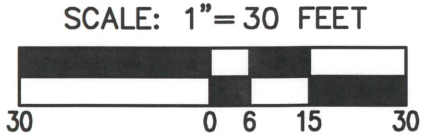
SE TERRITORY DRIVE

R=79.00'
 Δ=37°40'20"
 L=51.94'
 CH=N69°21'16"W 51.01'

8-14-24
 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 JANUARY 9, 2007
 NICK WHITE
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 RENEWS: 6/30/26

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TEMPORARY CONSTRUCTION
 EASEMENT

TL22E91CC 11200	
DRWN: WCB	CHKD: NSW
AKS JOB: 9145-01	EXHIBIT B