



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

August 5, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the First Amendment to the Intergovernmental Agreement Between Clackamas River Water and the Clackamas County Development Agency Relating to the Clackamas Regional Center Mobility Improvement Project

Purpose/Outcomes	Execution of the First Amendment to the IGA refines the Scope of Work undertaken by the Agency for CRW and specifies the dollar amount that is to be reimbursed to the Agency for that work.
Dollar Amount and Fiscal Impact	The Development Agency will be reimbursed \$203,477.23.
Funding Source	Funds for the reimbursement will come from Clackamas River Water
Duration	The IGA will expire upon completion of all obligations outlined in the agreement or on December 31, 2021, whichever is sooner.
Previous Board Action	5/2/2019: BCC Approval of the Intergovernmental Agreement
Strategic Plan Alignment	This project will build and provide strong Infrastructure
Procurement Review	1. Was this item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 2. If no, provide a brief explanation: Not required
Counsel Review	Reviewed and Approved by Counsel on July 15, 2021 NB
Contact Person	David Queener, Development Agency Senior Project Planner 503.742.4322

Background:

The Development Agency entered into an Intergovernmental Agreement (IGA) with Clackamas River Water (CRW) on May 2, 2019. The IGA outlines the roles and responsibilities for each party as it relates to construction of water lines and appurtenances on the Clackamas Regional Center (CRC) Mobility Improvement Project. Per the IGA, the Agency will have its consultant complete the waterline design as part of the overall design of the project. The Agency will also have the contractor construct the improvements on CRW's behalf. In exchange, CRW will reimburse the Agency for all costs related to design and construction of the waterline improvements.

In order to accurately know what the cost for the waterline construction would be, a contractor needed to be selected with their bid costs known. The waterline portion of the project is now complete so all in-field design changes and final costs are known. This amendment to the IGA reflects what was actually constructed.

Upon execution of this amendment, CRW will reimburse the Agency \$203,477.23.

Recommendation:

Staff respectfully recommends that the Board approve and execute the First Amendment to the Intergovernmental Agreement between Clackamas River Water and the Development Agency relating to the Clackamas Regional Center Mobility Improvement Project.

Sincerely,

David Queener

David Queener,
Development Agency Program Supervisor

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS RIVER WATER AND THE CLACKAMAS COUNTY
DEVELOPMENT AGENCY RELATING TO THE CLACKAMAS REGIONAL
CENTER MOBILITY IMPROVEMENT PROJECT**

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT RELATING TO THE CLACKAMAS REGIONAL CENTER MOBILITY IMPROVEMENT PROJECT (“Amendment”) is entered into effective as of July 31, 2021, between Clackamas River Water, a domestic water district organized under ORS chapter 264 (“CRW”), and Clackamas County Development Agency, a corporate body politic (“Agency”), collectively referred to as the “Parties” and each a “Party.”

RECITALS

- A. CRW and the Agency are parties to that certain Intergovernmental Agreement dated effective as of May 2, 2019, (the “Agreement”), concerning the CRW Transmission Line Project which will incorporate modifications to the existing water transmission lines in the area and which is part of the larger Clackamas Regional Center Mobility Improvements Project being administered by the Agency. The CRW Transmission Line Project is more particularly described in the Agreement.
- B. The Agreement is limited by its terms to the design and engineering work associated with the CRW Transmission Line Project and contemplated that Parties could later amend the Agreement, and in particular Exhibit A – Scope of Work and Exhibit C – Project cost, to include construction of the required water system upgrades as part of the CRW Transmission Line Project.
- C. The Parties now wish to amend the Agreement to provide for the Agency’s construction of the required water system upgrades and CRW’s reimbursement of the costs associated with that work.

AGREEMENT

- 1. **Amendment to Section 2(a).** Section 2(a) of the Agreement which reads:
 - A. Scope of Work. CRW agrees to the scope of work set out in Exhibit A. Before the Agency solicits bids for construction of the improvements contemplated by the Project, CRW will review the plans produced by Agency’s consultant in connection with the Project and the procurement materials, and will not withhold approval of those plans and materials unreasonably.

Shall be deleted in its entirety and replaced with the following:

- a. Scope of Work. CRW agrees to the scope of work set out in Exhibit A. CRW has reviewed the plans produced by Agency’s consultant in connection with the Project and the procurement materials and hereby approves of those plans and materials.
- 2. **Amendment to Section 3(a).** Section 3(a) of the Agreement, which reads:
 - a. Scope of Work. The Agency will contract for the scope of work set out in Exhibit A. Before soliciting bids for construction of the improvements

contemplated by the Project, Agency will obtain CRW's written approval of the plans produced by HHPR in connection with the Project and of the procurement materials, which approval shall not be withheld unreasonably.

Shall be deleted in its entirety and replaced with the following:

- a. Scope of Work. The Agency will contract for the scope of work set out in Exhibit A.

3. Exhibit A. The document attached to this Amendment identified as Exhibit A "Scope of Work" shall replace the "Scope of Work" attached to the Agreement as Exhibit A.

4. Exhibit C. The document attached to this Amendment, identified as Exhibit C "CRC Mobility Improvements Clackamas River Water Work Completed by the County" and dated June 6, 2021, shall supplement and be added to the document which is titled "Project Cost" and is attached to the Agreement as Exhibit C.

5. Counterpart; Email. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.

6. Confirmation. The Agreement is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the Agreement and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

AGENCY:

CLACKAMAS COUNTY DEVELOPMENT AGENCY,
a corporate body politic

By: _____
Name: Tootie Smith
Its: Chair, Clackamas County Development Agency Board

CRW:

CLACKAMAS RIVER WATER,
a domestic water district organized under ORS chapter 264

By: Sherry French
Name: Sherry French
Its: CRW Board of Commissioners President

EXHIBIT A

SCOPE OF WORK

Design Phase Scope of Work:

Clackamas River Water District (CRW) desires to have HHPR, who is under contract with the Clackamas County Development Agency, provide Engineering Services as required to incorporate various CRW elements of work into the overall CRC Mobility Plans. Specific elements of CRW design work to be incorporated are detailed in Exhibit 1 (attached). The Scope of Services is as follows:

Task 1: Base Map Preparation

Prepare base map and drawing sheet set up for review and approval by Clackamas River Water District. The following sheets are anticipated:

- Up to four (4) plan sheets, which may include enlarged plan views at 1"=5' scale and/or section views to illustrate construction requirements.
- Up to two (2) detail sheets

Task 2: Design and Review Comments

Preliminary design has been completed by CRW and provided to HHPR. HHPR will incorporate CRW's design into the existing project drawings and the new CRW sheets and provide a copy of modified sheets to CRW for review. CRW's review will be independent of any % complete review set, as we are currently approaching 100% completion. Upon receipt, CRW will provide review comments within 1 week to allow any required revisions to be incorporated into the final plans.

Task 3: Final Plan Submittal – Bid Document Preparation

Prepare final construction drawings for bidding and construction. Submit final drawings to Clackamas River Water District for final review and approval. Make minor corrections as needed (issue changes as addenda if required).

Task 4: Prepare Project Specifications and Engineer's Estimates

Prepare special provisions for the installation of the water improvements, and other construction elements of the project. Provide a bid schedule for the project, along with an engineer's estimate. Incorporate project specifications in the 2018 APWA/ODOT format for bidding with Clackamas County.

Task 5: Bidding Assistance

Answer questions from the City Staff during the bidding process. Provide written or verbal clarification of bid items and/or plans as requested.

Task 6: Inspection Services

Provide general inspection services during installation of the waterline, concurrent with other inspection tasks. Track quantities for payment. Provide daily inspection notes (provide copies to CRW on a weekly basis). It is assumed that the water improvements will require 4 weeks to complete, and that the inspector will be present 10% of this time. CRW will provide primary

inspection of CRW work and will participate in final walkthrough and generation of punch list items. CRW will provide review of submittals and RFI's.

Task 7: As-Built Drawings

Complete as-built drawings of the project to reflect changes made during construction. The as-built drawings will be generated from contractor and inspector notes (new survey will not be completed). Provide digital Autocad and PDF files to the Clackamas River Water District.

Construction Phase Scope of Work:

CRW desires to have Kerr General Contractors, who is under contract with the Clackamas County Development Agency, to construct certain elements of the water supply system on behalf of CRW. The Contractor will complete the following, the cost of which is itemized in Exhibit C:

- Install Fire Hydrant Assembly with Wet Tap (WD-1/W)¹
- Abandon 2 Inch Water Service (WD3/W)
- Replace 8 Inch Waterline (WD-4/W-2)
- Install Fire Hydrant Assembly with Wet Tap (WD-4/W-2)
- Abandon Fire Hydrant and Pipe (WD-4/W-2)
- Pothole and Locate Valve (WD-4/W-2)
- Replace 6 Inch Waterline and Install Fire Hydrant Assembly (WD-5/W-2)
- Abandon 2 Inch Water Service (WD-5/W-2)
- Install Fire Hydrant Assembly (WD-6/W-2)
- Install Fire Hydrant Assembly (WD-7/W-3)
- Relocate 12 Inch DI Waterline at New Sign Bridge (WD-8/W-3)
- Relocate 8 Inch DI Waterline at New PGE Vault (WD-9/W-3)
- Install Insert Valve (WD-9/W-3)
- Remove Fire Hydrant and Abandon Valve (WD-9/W-3)
- Install 12 Inch DI Waterline, Complete (Sunnybrook Loop Plans)
- Replace Valve Box Top, Lid, and Bottom Section

¹ These are references to the waterline detail (WD) on the waterline plan sheets (W) prepared by Harper Houf Peterson Righellis, Inc., dated August 15, 2019.

CRC Mobility Improvements

Exhibit C

Clackamas River Water Work Completed by the County

June 6, 2021

Bid Item Prices

Bid Item Prices					Kerr	
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Part 1100 - Water Supply Systems						
214	01140	Install Fire Hydrant Assembly with Wet Tap (WD-1/W)	LS	1	\$ 14,085.00	\$ 14,085.00
215	01140	Abandon 2 Inch Water Service (WD3/W)	LS	1	\$ 1,710.00	\$ 1,710.00
216	01140	Replace 8 Inch Waterline (WD-4/W-2)	LS	1	\$ 15,965.00	\$ 15,965.00
217	01140	Install Fire Hydrant Assembly with Wet Tap (WD-4/W-2)	LS	1	\$ 14,525.00	\$ 14,525.00
218	01140	Abandon Fire Hydrant and Pipe (WD-4/W-2)	LS	1	\$ 2,560.00	\$ 2,560.00
219	01140	Pothole and Locate Valve (WD-4/W-2)	LS	1	\$ 840.00	\$ 840.00
220	01140	Replace 6 Inch Waterline and Install Fire Hydrant Assembly (WD-5/W-2)	LS	1	\$ 13,235.00	\$ 13,235.00
221	01140	Abandon 2 Inch Water Service (WD-5/W-2)	LS	1	\$ 1,710.00	\$ 1,710.00
222	01140	Install Fire Hydrant Assembly (WD-6/W-2)	LS	1	\$ 14,180.00	\$ 14,180.00
223	01140	Install Fire Hydrant Assembly (WD-7/W-3)	LS	1	\$ 6,525.00	\$ 6,525.00
224	01140	Relocate 12 Inch DI Waterline at New Sign Bridge (WD-8/W-3)	LS	1	\$ 17,095.00	\$ 17,095.00
224.1	01140	Relocate 8 Inch DI Waterline at New PGE Vault (WD-9/W-3)	LS	1	\$ 13,060.00	\$ 13,060.00
225	01140	Install Insert Valve (WD-9/W-3)	LS	1	\$ 21,000.00	\$ 21,000.00
226	01140	Remove Fire Hydrant and Abandon Valve (WD-9/W-3)	LS	1	\$ 1,690.00	\$ 1,690.00
226.1	01140	Install 12 Inch DI Waterline, Complete (Sunnybrook Loop Plans)	LS	1	\$ 40,250.00	\$ 40,250.00
227	01140	Replace Valve Box Top, Lid, and Bottom Section	EACH	15	\$ 875.00	\$ 13,125.00
APPROVED CHANGE ORDERS						
CO 3		BI 224.1 Design Change Related to Water Detail Sheet 3, WD-9 and WD-	LS	1	\$ (1,258.10)	\$ (1,258.10)
CO 15		Replacement of Existing Cracked and Leaking 6" Valve at WD-4	LS	1	\$ 10,588.90	\$ 10,588.90
CO 53		Abandon Previously Unkown 2" Line in the Median at 93rd ans Sunnyside	LS	1	\$ 2,591.43	\$ 2,591.43
CLACKAMAS RIVER WATER SYSTEM SUPPLY TOTAL					\$203,477.23	



DAN JOHNSON
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DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

August 5, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Execution of a Quitclaim Deed Related to an Owner Participation Development Agreement
Between Kohnstamm Pacific Corp and the Clackamas County Development Agency

Purpose/Outcomes	Execution of the quitclaim deed releases and quitclaims any title and interest in the property owned by Kohnstamm Pacific Corp
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	Not applicable
Duration	The release is permanent
Previous Board Action	The Owner Participation Development Agreement (OPDA) was executed on June 2, 2005 and a first amendment to the OPDA was executed on June 27, 2006.
Strategic Plan Alignment	Grow a vibrant economy and build a strong infrastructure.
Procurement Review	1. Was this item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 2. If no, provide a brief explanation: Not required
Counsel Review	Reviewed and Approved by Counsel on June 16, 2021 NB
Contact Person	David Queener, Development Agency Senior Project Planner 503.742.4322

Background:

An Owner Participation Development Agreement (OPDA) was executed between the Development Agency and Kohnstamm Pacific Corp in June 2005. The OPDA was amended in June 2006. The agreement outlined commitments from both parties with respect to a new building being constructed by Kohnstamm Pacific. The Agency would provide \$763,000 toward the project. In exchange, Kohnstamm Pacific would provide fire sprinklers and other upgrades to the development that would otherwise not be required. They also included additional amenities such as public sidewalks and parking.

Kohnstamm Pacific was required to operate and maintain the building and property for a minimum of 15 years. They have satisfied this requirement. Therefore, the OPDA is no longer in effect and per the agreement, a quitclaim deed must be executed releasing any interest in the property the Agency may have.

Recommendation:

Staff respectfully recommends that the Board approve and execute a Quitclaim Deed to Kohnstamm Pacific Corp releasing any title and interest in their property.

Sincerely,

David Queener

David Queener
Development Agency Program Supervisor

After recording, return to:	I
Clackamas County Development Agency	I
150 S. Beavercreek Road	I
Oregon City, OR 97045	I
	I
Send Tax Statements to:	I
No Change	I
	I
Accepted By Clackamas County	I
Development Agency	I
	I
Agenda Date & Number: _____	I
OR	I
Board Order Number: _____	I

STATUTORY QUITCLAIM DEED

Clackamas County Development Agency, the urban renewal agency of Clackamas County (“Grantor”), releases and quitclaims to the Kohnstamm Pacific Corp., an Oregon corporation (“Grantee”), all its right, title, and interest in and to the following described real property resulting from that Owner Participation and Development Agreement between Grantor and Grantee dated June 2, 2005, and as amended by instrument on June 27, 2006. The Owner Participation and Development Agreement and the Amendment are recorded in the Clackamas County real property records as Document No. 2005-057958 and Document No. 2006-073844 respectively.

The real property subject to this deed is situated in Clackamas County, and is legally described as follows:

Lots 3, 4, and 5, Block 2, GOVERNMENT CAMP PARK

The true consideration for this conveyance is the sum of \$0 dollars and other such good and valuable consideration. This quitclaim is required to fulfill the obligation of the Grantor set forth in Section 6 of the Owner Participation and Development Agreement.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST

PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 2021.

Clackamas County Development Agency

BY: _____
Chair, Development Agency Board

NAME: _____

STATE OF OREGON)
)
County of Clackamas)

This instrument was acknowledged before me on _____, 2021 by _____, authorized to act on behalf of the Clackamas County Development Agency, Grantor.

Notary for Oregon
My Commission expires: _____



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

August 5, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Execution of a Bill of Sale to the Government Camp Water Company for a New Waterline
Constructed in Government Camp

Purpose/Outcomes	Conveys all interest in the waterline to the Government Camp Water Company. The Water Company will be required to operate and maintain the waterline
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	Not applicable
Duration	The Bill of Sale is permanent
Previous Board Action	The Board signed the contract to construct the waterline in July 2015.
Strategic Plan Alignment	Build a strong infrastructure
Procurement Review	1. Was this item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 2. If no, provide a brief explanation: Not required
Counsel Review	Reviewed and Approved by Counsel on July 22, 2021 AK
Contact Person	David Queener, Development Agency Senior Project Planner 503.742.4322

Background:

In 2015, the Development Agency completed a project that extended a water main through Forest Service land in order to provide necessary supply and fire protection to Skibowl. Upon completion, interest in the waterline is to be conveyed to Government Camp Water Company. In exchange for receiving the new asset, the Water Company agrees to operate and maintain the line.

Recommendation:

Staff respectfully recommends the Board sign and execute the Bill of Sale conveying interest in a new waterline to the Government Camp Water Company.

Sincerely,

David Queener

David Queener
Development Agency Program Supervisor

BILL OF SALE

CLACKAMAS COUNTY DEVELOPMENT AGENCY, the urban renewal agency of the County of Clackamas, (“Agency”) hereby grants, bargains, sells, transfers, conveys and delivers to Government Camp Water Company, an Oregon corporation (“GCWC”), all right, title and interest to the Skibowl Waterline Extension, as that term is defined in the Third Agreement to Pay Maintenance Expenses, together with related personal property of every kind and nature used by Agency in connection with the Skibowl Waterline Extension (“Waterline”). This Bill of Sale is effective upon execution by all parties, and is executed and delivered in connection with the Second Agreement to Pay Maintenance Expenses by and between Agency and GCWC.

The consideration for the transfer of the Waterline is GCWC’s commitment to maintain the facility, as outlined in the Third Agreement to Pay Maintenance Expenses, consistent with the requirements of the Government Camp Village Revitalization Plan, which was originally adopted by Clackamas County Board Order No. 89-1143 in December 1989.

Except as otherwise expressly stated above, the Agency makes no warranties or representations with respect to the Waterline, GCWC accepts the Waterline AS IS, WHERE IS, in its present condition, including all defects and with all faults, and there are no warranties of merchantability or of fitness for a particular purpose with respect to the Waterline.

GCWC agrees to indemnify, save harmless and defend the Agency, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of GCWC or GCWC’s officers, owners, employees, agents, or its subcontractors or anyone over which the GCWC has a right to control.

Dated: _____, 2021

Agency:

CLACKAMAS COUNTY DEVELOPMENT
AGENCY, the urban renewal agency of the County
of Clackamas,

By: _____
Chair



August 5, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Revocation of a Special Use Permit from the United States Forest Service to Clackamas County
to Allow Construction of a Waterline in Government Camp

Purpose/Outcomes	Revocation of a Special Use Permit that allowed construction of a new waterline on Forest Service land.
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	Not applicable
Duration	The revocation will be permanent
Previous Board Action	The Board signed the contract to construct the waterline in July 2015.
Strategic Plan Alignment	Build a strong infrastructure
Procurement Review	1. Was this item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 2. If no, provide a brief explanation: Not required
Counsel Review	Reviewed and Approved by Counsel on July 21, 2021 AN
Contact Person	David Queener, Development Agency Senior Project Planner 503.742.4322

Background:

In 2015, the Development Agency completed a project that extended a water main through Forest Service land in order to provide necessary supply and fire protection to Skibowl. A temporary Special Use Permit was issued by the Forest Service that allowed construction of the line. Upon completion, interest in the waterline was to be conveyed to Government Camp Water Company, who operates and maintains the line.

A Special Use Permit will be issued to the Water Company to allow continuing operation of the line, but the existing permit must be terminated first. The attached document revokes the permit issued to the Development Agency and requests issuance of a new permit to the Water Company.

Recommendation:

Staff respectfully recommends the Board sign and execute the Request for Revocation of the Special Use Permit issued by the USDA Forest Service.

Sincerely,

David Queener

David Queener
Development Agency Program Supervisor

**USDA FOREST SERVICE
HOLDER INITIATED REVOCATION OF EXISTING AUTHORIZATION
REQUEST FOR A
SPECIAL-USE PERMIT OR TERM SPECIAL-USE PERMIT**

PART I - REQUEST FOR REVOCATION (Completed by current permit holder)

I (We), the undersigned holder(s) of a special-use authorization, dated 03/18/2015 authorizing me (us) to occupy and use National Forest System lands for a buried 12" diameter water transmission pipeline, have

(Mark one box with "X")

- conveyed all my (our) right, title, and interest in and to the improvements located on the parcel covered by said permit to:
- entered into a contract for the sale of the improvements located on the parcel covered by said permit but have retained title to said improvements until completion of payment under said contract with:

New Owner (1): Government Camp Water Co.
(Please Print)

Address: 30294 E. Blossom Trail, Governement Camp

New Owner (2): _____
(Please Print)

Address: _____

Phone: (503) 260-1342

Accordingly, I (we) request that the special-use authorization identified above be revoked. I (we) have informed the new owner(s) that (1) the current authorization is not transferable; (2) they must apply for and obtain a new authorization; (3) there are terms and conditions for the use of National Forest System lands; (4) and they must contact the Forest Service prior to acquisition of improvements. The remaining balance of any fees previously paid should be credited to the new owner(s) named above, if an authorization is issued.

Holder (1): Clackamas County
(Please Print)

Holder (2): _____
(Please Print)

Signature: _____
(Please Print)

Signature: _____

Date: ____ (mm/dd/yyyy)

PART II - REQUEST FOR A NEW PERMIT OR TERM PERMIT (Completed by new owner - Requester)

Request is made for a special use authorization to cover the same parcel of land or use covered by the authorization referred to above, and for the same purpose, subject, however, to such new conditions and stipulations as the circumstances may warrant. I (We) acknowledge that this is a request only, and that the use and occupancy of National Forest System lands is not authorized until an authorization is signed and issued by an authorized officer. I (We) also understand that an administrative fee may be charged by the Forest Service to process this request for a new authorization to use or occupy National Forest System lands.

Requester(1): _____
(Please Print)

Phone: () -

Signature: _____

E - Mail: _____

FAX: () -

Requester(2): _____
(Please Print)

Signature: _____

Date: _____ (mm/dd/yyyy)

18 U.S.C. § 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction. Anyone who knowingly or willfully makes or uses any false writing shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

PLEASE ATTACH BILL OF SALE, DEED, OR OTHER DOCUMENTATION VERIFYING PURCHASE OF IMPROVEMENTS

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

PART III - REQUEST CHECKLIST (Completed by Administrator/Case Manager)

1. Does the current use and occupancy of National Forest System lands and facilities comply with all federal, state, and local laws, regulations, orders, and policies? If not, what must be done to make the use and occupancy
 Yes comply? _____

No

2. Is the current use and occupancy of National Forest System lands and facilities being conducted in a manner that is consistent with established standards and guidelines in the Forest Land and Resource Management Plan? If
 Yes not, can it be made to be consistent? How? _____

No

3. What was the date of last inspection? What is the condition of the authorized area and facilities? (Describe
 Yes undesirable or unacceptable conditions that need to be corrected.) _____

No

4. Does the requester(s) owe any fees to the Forest Service from a prior or existing special-use authorization? If
 Yes yes, identify fees owed. _____

No

5. Is the requester(s) qualified to hold an authorization for the subject use and occupancy? If not, why?

Yes _____

No

6. Can the requester(s) demonstrate technical and financial capability to undertake the proposed use and
 Yes occupancy, and fully comply with all the terms and conditions of the authorization? _____

No

7. Is there someone authorized by the requester(s) to sign an authorization, and there is someone willing to accept
 Yes the responsibility of the terms and conditions of the authorization? _____

No

Remarks:

Signature of Administrator /Case Manager:

Date: (mm/dd/yyyy)

PART IV - AUTHORIZED OFFICER

The request and/or requester do not meet the criteria identified in Part III of this form. Therefore, I will not approve this request to issue an authorization to use or occupy National Forest System lands for the use(s) described in Part I of this form.

The request and the requester meet the criteria identified in Part III of this form. Therefore, I approve this request to issue an authorization to use or occupy National Forest System lands for the use(s) described in Part I of this form.

Signature: _____

Title:

Date: (mm/dd/yyyy)



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

August 5, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Special Use Permit from the United States Forest Service to Clackamas County
for Maintenance of Two Community Identification Signs for Government Camp

Purpose/Outcomes	Execution of the Special Use Permit allows for continuance of the placement and maintenance of two Government Camp village entry signs located on Forest Service land.
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	Not applicable
Duration	The Special Use Permit will be in effect until December 31, 2028
Previous Board Action	The first special use permit was issued in 2008.
Strategic Plan Alignment	Build public trust through good government
Procurement Review	1. Was this item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 2. If no, provide a brief explanation: Not required
Counsel Review	Reviewed and Approved by Counsel on July 21, 2021 AN
Contact Person	David Queener, Development Agency Senior Project Planner 503.742.4322

Background:

Since 2008, Clackamas County has had a special use permit with the United States Forest Service (USFS) that allowed two village entry signs to be installed adjacent to Highway 26 on Forest Service land. That permit has expired and a new one must be issued.

The new permit will allow for continued placement of the signs and to provide periodic maintenance as needed. It will be in effect until December 31, 2028.

Recommendation:

Staff respectfully recommends that the Board approve and execute Special Use Permit from the United States Forest Service for maintenance of two community identification signs for Government Camp.

Sincerely,

David Queener
Development Agency Program Supervisor

Authorization ID: ZIG320
Contact Name: CLACKAMAS, COUNTY OF
Expiration Date: 12/31/2028
Use Code: 333

FS-2700-4 (VER. 03/17)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**SPECIAL USE PERMIT
Authority: ORGANIC ADMINISTRATION ACT June 4, 1897**

CLACKAMAS, COUNTY OF, 150 Beavercreek Road, Oregon City, OR 97045 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the **MT HOOD NATIONAL FOREST, Zigzag Ranger District** of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers **.01 acres** in the **, NE1/4NW1/4 Sec. 24, T. 3 S., R. 8 E., NW1/4 Sec. 24, T. 3 S., R. 8 E., WILLAMETTE MERIDIAN or 6th PM**, ("the permit area"), as shown on the map attached as Appendix A. This and any other appendices to this permit are hereby incorporated into this permit.

This permit issued for the purpose of:

Maintenance of two existing community identification signs for Government Camp located at both entries from Highway 26. All modification requests to current signage need to be made to the District Ranger. Operations and Maintenance Plan attached as Appendix B.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the ORGANIC ADMINISTRATION ACT June 4, 1897 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on 12/31/2028, 8 years and 1 month from the date of issuance.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the

holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is planned.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

J. CHANGE IN CONTROL OF THE BUSINESS ENTITY.

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.

(a). In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

(b). In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

(c). In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 365 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to

meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. OPERATING PLAN. The holder shall prepare and annually revise by April 15 an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.

D. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs and damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons

affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION.

1. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

I. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

J. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within

the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

G. SURVEY AND MANAGE SPECIES AND THEIR HABITAT. The location of sites within the permit area occupied by survey and manage species or their habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The survey and manage species and survey and manage standards and guidelines were established in the 1994 Northwest Forest Plan amendments to all Forest Service land and resource management plans in western Oregon and Washington and northern California, as amended by the January 2001 Record of Decision (2001 ROD). The list of survey and manage species in the 2001 ROD has been amended and is subject to periodic amendment by the Forest Service. Per the 2001 ROD, before conducting habitat-disturbing activities in the permit area, the holder shall perform a survey and shall implement appropriate survey and manage standards and guidelines identified by the authorized officer to provide for a reasonable assurance of species persistence. Discovery by the holder or the Forest Service of other sites within the permit area containing survey and manage species or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

H. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

I. CLEANUP AND REMEDIATION.

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

VI. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEES. The use or occupancy authorized by this permit is exempt from a land use fee or the land use fee has been waived in full pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. FEE PAYMENT ISSUES.

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on

a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT.

Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated **CLACKAMAS, COUNTY OF, ZIG142, dated 04/24/2008.**

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. NONDISCRIMINATION.

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

F. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

G. NOXIOUS WEED AND EXOTIC PLANT PREVENTION AND CONTROL. The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by Federal, State, or local agency. The holder shall follow prevention and control measures required by Federal, State, or local agency. When determined to be necessary by the Authorized Officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the Authorized Officer and, upon approval, shall be attached to this permit as an appendix.

H. HERBICIDE AND PESTICIDE USE. Herbicides and pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, or fish without the prior written approval of the Authorized Officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on

the due date established by the Authorized Officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

I. SIGNS. Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

TOOTIE SMITH
BOARD OF COMMISSIONERS CHAIR

CLACKAMAS COUNTY	SIGNATURE	DATE
-------------------------	-----------	------

APPROVED:

BILL WESTBROOK
DISTRICT RANGER

MT. HOOD NATIONAL FOREST	SIGNATURE	DATE
--------------------------	-----------	------

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix A
County of Clackamas
ZIG320
45.302318, -121.745966



Google Maps
11/23/2020

Appendix A
County of Clackamas
ZIG320
45.302672, -121.771540



Google Maps
11/23/20

ZIG320 -Supplemental Photos Appendix A

Coordinates: 45.302318, -121.745966



Coordinates: 45.302672, -121.771540



Appendix B
County of Clackamas - ZIG320
Government Camp Community Signs
2020-2028

NOTICE OF GENERAL MAINTENANCE

All non-emergency repairs will take place only after contacting the Authorized Officer at:

U.S. Forest Service
Zigzag Ranger Station
70220 US-26
Zigzag, OR 97049
503-622-3191

NOTICE OF EMERGENCY MAINTENANCE

The permit holder shall notify the Authorized Officer of the location of any emergency, any actions taken in response, and any plans for related activities in the area as soon as possible, but no later than 48 hours after the response action.

During business hours:

U.S. Forest Service
Zigzag Ranger Station
70220 US-26
Zigzag, OR 97049
503-622-3191

After hours:

Columbia Cascade Communication Center
10600 NE 51st Circle
Vancouver, Washington, 98682
Phone: 360-891-5140

Painting, Repair and Maintenance

Any painting, repair or maintenance of the signs that involves changes to color, material, structure, or any other aspect of the signs is not permitted without authorization.

**Best Management Practices for
Soil Disturbing Actions during Dry Season Conditions
(June 16th – October 14th)**

Important Note: These Best Management Practices (BMP's) apply to those projects which must be completed during the “dry” season period (June 16th – October 14th). You or your contractor must contact the Forest Service 48 hours before beginning work to allow us to be present during the project implementation. Please contact us by email at the following address, nathan.fletcher@usda.gov.

Rules for Proceeding with Ground Disturbance

The ground disturbance work will only proceed when ground conditions are suitable. The intent is to minimize sediment impact in critical riparian areas with highly sensitive species.

1. **You are not authorized to proceed until an appropriate weather window exists.** You are required to check the following sources of information to determine when an appropriate weather window exists:
 - a) **You are not authorized to begin the project** if the National Weather Service predicts a 50% or higher chance of more than one inch of total of precipitation during the entire project timeline, or when streamflow at the Bull Run River gaging station exceeds 200 CFS on the start date of the project.
 - b) For a project timeline lasting more than 2 days, you must supplement the National Weather Service's forecast by using NOAA's Ready Meteogram to determine the long-term weather outlook. Follow these steps on the website for precipitation information:
 1. Latitude = 45.34, Longitude = -121.94
 2. Choose GFS Model (1 degree, 192-384h, 12 hrly)
 3. Leave the default of 12 UTC/today's date
 4. Choose 12 hr Accumulated Precipitation for the graph.
 - You are not authorized to begin the project** if more than one inch of total rainfall is forecasted during the project timeline.
 - c. **You are not authorized to begin the project** if the Log Creek Weather Station¹ shows more than one inch of rain has fallen in the last 24 hours. If Log Creek Weather Station is not operational use South Fork Bull Run Weather Station².
 - d. **You are not authorized to begin the project** if the project cannot be completed with all proper erosion measures in place at least 24 hours before a prediction of at least one inch of precipitation.

¹ <https://www.wrh.noaa.gov/mesowest/getobext.php?wfo=pqr&sid=LGFO3&num=48&raw=0&banner=off>

² <https://www.wrh.noaa.gov/mesowest/getobext.php?wfo=pqr&sid=SFBO3&num=48&raw=0&banner=off>

2. In the event that the weather changes and more than one inch of rain is predicted by the National Weather Service (see details above) during project construction, the project must be suspended and all spoils or fill should be covered by a tarp **or** by weed free straw **or** mulch as described below. The project may proceed only after the daily river level at Bull Run returns to below 200 CFS and less than one total inches of rain is predicted for the remainder of the project timeline.

Rules for Equipment and Erosion Measures during Construction

1. Oregon State Certified weed-free straw **or** mulch must be present on the project prior to any excavation. Disturbed areas must be mulched immediately after project completion if more than one inch of rain is predicted in the next 48 hours. For all other projects, straw or mulch must be placed on disturbed ground within 48 hours of project completion to mitigate any potential erosion into the surrounding environment. Apply Woodstraw⁴ at a rate to achieve 70% ground cover (approximately 7 tons per acre) or certified weed free annual ryegrass straw or spring wheat straw to a depth of two inches with no visible mineral soil.
2. Equipment operators must use the **minimum sized equipment** necessary to complete the job, in order to minimize ground disturbance. This is not necessarily the minimum size of equipment that a contractor owns, because a particular contractor may not own the proper size of equipment to perform minimum ground disturbing activity. Therefore, cabin owners are responsible for hiring a contractor who owns or will acquire the proper minimum size of the equipment that could accomplish the work. This includes using small excavator buckets, and hand digging trench lines where mature tree roots may be impacted or when working in a confined area. Every effort should be made to minimize impacts to existing vegetation, especially mature trees and their root systems.
3. Fill will be piled on level ground away from steep breaks in the terrain to minimize surface flow of silted rainwater run-off into nearby water-bodies. Excess fill produced by excavation should be evenly distributed on ground disturbed by the project.
4. If large boulders or downed wood are excavated or moved during the process they should be evenly distributed throughout the disturbed area to achieve a pre-disturbance “natural” look.
5. Fill and any gravel work will be compacted as much as possible to prevent erosion.
6. If specified in the design criteria, place sediment barriers prior to construction around sites where excavation spoils or erosion may enter streams or wetlands directly or through road ditches. Maintain these throughout construction and use redundant filter materials (such as straw bales or straw wattles) to reduce offsite soil movement.
7. If specified, impacted areas must be seeded **within 2 weeks of project completion with native grass** seed from the appropriate seed zone at a rate specified by the District Botanist.

Noxious Weed Prevention

1. The contractor shall clean all mud, dirt, seeds, and plants from all equipment prior to entry onto National Forest Lands at no additional cost to the Government. All equipment coming from outside the State of Oregon, including lowboys and trucks, shall be washed prior to entering the National Forest Lands.
2. Only State of Oregon Certified weed free straw, seed and mulch will be used on National Forest Lands.

Pollution Prevention

1. All equipment operating on the site area will be in good repair and will be free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid.
2. Place vehicle staging, maintenance, refueling, and fuel storage areas as far as possible from any water body depending on site conditions. When immobile power equipment is refueled, use absorbent pads or other chemical containment devices (for example, spill containment tray with absorbent pad or a hole in the ground lined with plastic and absorbent pads) to contain spills.
3. Operators shall take appropriate preventive measures to ensure that any spill of oil, oil products, or other hazardous material does not enter any stream or other waters of the United States or any of the individual States. In the event of such a contaminant spill the operator will take all reasonable action to contain same.
4. All contaminated soil, vegetation and debris shall be removed to approved locations off National Forest lands.

Best Management Practices for Soil Disturbing Actions during Wet Season Conditions (October 15th – June 15th)

Important Note: These Best Management Practices (BMP's) apply to those projects which must be completed during the "wet" season period (October 15th – June 15th). You or your contractor must contact the Forest Service 48 hours before beginning work to allow us to be present during the project implementation. Please contact us by email at the following address, nathan.fletcher@usda.gov.

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The ground disturbance work will only proceed when ground conditions are suitable. The intent is to minimize sediment impact in critical riparian areas with highly sensitive species.

1. **You are not authorized to proceed until an appropriate weather window exists.** You are required to check the following sources of information to determine when an appropriate weather window exists:

a) **You are not authorized to begin the project** if the National Weather Service³ predicts a 50% or higher chance of at least 1/2 inches total of precipitation during the entire project timeline, or when streamflow at the Bull Run River gaging station¹ above the reservoirs exceeds 10% of the median daily river level on the start date of the project.

b) For a project timeline lasting more than 2 days, you must supplement the National Weather Service's forecast by using NOAA's Ready Meteogram⁴ to determine the long-term weather outlook. Follow these steps on the website for precipitation information:

1. Latitude = 45.34, Longitude = -121.94
2. Choose GFS Model (1 degree, 192-384h, 12 hrly)
3. Leave the default of 12 UTC/today's date
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You are not authorized to begin the project if more than 1/2 inch of total rainfall is forecasted during the project timeline.

c. **You are not authorized to begin the project** if the Log Creek Weather Station shows more than 1/2 inch of rain has fallen in the last 24 hours. If Log Creek Weather Station is not operational use South Fork Bull Run Weather Station.

d. **You are not authorized to begin the project** if the project cannot be completed with all proper erosion measures in place at least 24 hours before a prediction of at least 1/2 inch of precipitation.

2. In the event that the weather changes and more than 1/2 inch of rain is predicted by the National Weather Service (see details above) during project construction, the project must be suspended and all spoils or fill should be covered by a tarp **or** by weed free straw **or** mulch as described below. The project may proceed only after the daily river level at Bull Run returns to within 10% of the median, or when less than 1/2 total inches of rain is predicted for the remainder of the project timeline.

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³ http://waterdata.usgs.gov/or/nwis/uv?cb_00065=on&cb_00060=on&format=gif_default&period=21&site

⁴ <https://ready.arl.noaa.gov/READYcmct.php>

to perform minimum ground disturbing activity. Therefore, cabin owners are responsible for hiring a contractor who owns or will acquire the proper minimum size of the equipment that could accomplish the work. This includes using small excavator buckets, and hand digging trench lines where mature tree roots may be impacted or when working in a confined area. Every effort should be made to minimize impacts to existing vegetation, especially mature trees and their root systems.

3. Fill will be piled on level ground away from steep breaks in the terrain to minimize surface flow of silted rainwater run-off into nearby water-bodies. Excess fill produced by excavation should be evenly distributed on ground disturbed by the project.

4. If large boulders or downed wood are excavated or moved during the process they should be evenly distributed throughout the disturbed area to achieve a pre-disturbance “natural” look.

5. Fill and any gravel work will be compacted as much as possible to prevent erosion.

6. If specified in the design criteria, place sediment barriers prior to construction around sites where excavation spoils or erosion may enter streams or wetlands directly or through road ditches. Maintain these throughout construction and use redundant filter materials (such as straw bales or silt fencing) to reduce offsite soil movement.

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2. Place vehicle staging, maintenance, refueling, and fuel storage areas as far as possible from any water body depending on site conditions. When immobile power equipment is refueled, use absorbent pads or other chemical containment devices (for example, spill containment tray with absorbent pad or a hole in the ground lined with plastic and absorbent pads) to contain spills.

3. Operators shall take appropriate preventive measures to ensure that any spill of oil, oil products, or other hazardous material does not enter any stream or other waters of the United States or any of the individual States. In the event of such a contaminant spill the operator will take all reasonable action to contain same.

4. All contaminated soil, vegetation and debris shall be removed to approved locations off National Forest lands.

Any activities not listed above in this plan must be approved by the Zigzag District Ranger.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 5, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Approving a Land Division and Conveyance and Delegating Authority to the Director of the Department of Transportation and Development to Execute the Same

Purpose/Outcomes	The resolution approves a partition plat and subsequent conveyance of real property to Gustafson Real Estate, LLC
Dollar Amount and Fiscal Impact	No funds are required for this transaction
Funding Source	Not applicable
Duration	The partition plat and the conveyance of real property will be effective into perpetuity.
Previous Board Action	<ul style="list-style-type: none"> • 5-21-2015 - Approved Resolution of Necessity for Eminent Domain Actions • 10-29-2015 - Approved Resolution of Necessity for Eminent Domain Actions • 10-12-2017 – Declaring the Realignment of SE Otty Road to be County Road No. 196 was approved by the Board • 5-3-2018 – Acknowledging and Accepting Easement Dedications and the Simultaneous Vacation of a Portion of Otty Street was approved by the Board • 9-6-2018 – Correction of Board Order 2018-031 was approved by the Board • 3-12-2020 – Withdrawal of County Road Status of a portion of Otty Street was approved by the Board
Strategic Plan Alignment	Build public trust through good government and build a strong infrastructure
Procurement Review	1. Was this item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no If no, provide a brief explanation: Not required
Counsel Review	Reviewed and approved by County Counsel July 27, 2021 NB
Contact Persons	Sharan LaDuca, DTD Sr. Right of Way Agent @ 503-742-4675

Background:

As part of the Otty Street Realignment Project (the “Project”), the Development Agency was required to obtain real property from Gustafson Real Estate, LLC (“Gustafson”) to facilitate the Project improvements. The Development Agency negotiated an agreement with Gustafson Real

Estate, LLC to convey other real property in exchange as part of the consideration for the receipt of the real property needed for the project.

The real property to be conveyed to Gustafson in exchange was obligated to be conveyed when the partition plat of the Otty Street Realignment Project remnants was finished. Several precursor steps to finishing the partition plat including purchasing the remaining right of way for the project, constructing the project, vacating the old Otty Street right of way and accepting the new Otty Road right of way, and the pandemic resulted in a prolonged amount of time.

The partition plat of the Project remnants has been completed and is ready for signature. Once the partition plat has been signed, the Development Agency can convey Parcel 1 to Gustafson.

The Development Agency Board is vested with authority to authorize divisions of land and conveyances of its real property. The Agency Board can also specifically elect to delegate that authority. The resolution approves of the partition plat and subsequent conveyance to Gustafson and authorizes the Director of the Department of Transportation and Development to execute the same.

Recommendation:

Staff respectfully recommends that the Board approve the Resolution approving the land division and conveyance and delegation of authority to the Director of the Department of Transportation and Development to execute the same.

Sincerely,

Sharan LaDuca

Sharan LaDuca
Senior Right of Way Agent

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

A Resolution Approving a Land Division and Conveyance and Delegating Authority to the Director of the Department of Transportation and Development to Execute the Same



Resolution No. _____

Page 1 of 2

WHEREAS, the Board, acting as the governing body of the Clackamas County Development Agency, the urban renewal agency for Clackamas County (the “Agency Board”), authorized a project in 2015 for purposes of realigning Otty Street, which is a County Road, (the “Project”); and

WHEREAS, as part of the Project, the Development Agency was required to obtain property from certain property owners, including Gustafson Real Estate, LLC, to facilitate the Project improvements; and

WHEREAS, negotiations with Gustafson Real Estate, LLC produced an obligations agreement, dated January 4, 2016 and attached hereto as Exhibit A, whereby the Development Agency agreed to convey certain real property in exchange as part of the consideration for the receipt of other real property needed for the Project; and

WHEREAS, the portion of real property to be conveyed to Gustafson Real Estate, LLC needs to be legally partitioned prior to any conveyance and that an illustration of the proposed partition is attached hereto as Exhibit B; and

WHEREAS, the Agency Board is vested with authority to authorize divisions of land and conveyances of its real property, unless the Agency Board specifically elects to delegate that authority; and

WHEREAS, the Agency Board wishes to delegate its authority to the Director of the Department of Transportation and Development, who acts as the Manager of the Development Agency, to execute the plat and deed necessary to finalize the division of the Development Agency property described herein, and to convey the resultant parcel of real property, as more particularly described in the obligations agreement referenced above.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

A Resolution Approving a Land Division and Conveyance and Delegating Authority to the Director of the Department of Transportation and Development to Execute the Same



Resolution No. _____
Page 2 of 2

NOW, THEREFORE, the Clackamas County Board of Commissioners, acting as the governing body of the Clackamas County Development Agency, the urban renewal agency for Clackamas County, do hereby resolve:

1. That the land division illustrated on Exhibit B, attached hereto, is hereby authorized and approved; and
2. That the conveyance of certain real property to Gustafson Real Estate, LLC, as set forth in the Obligations Agreement dated January 4, 2016 and attached hereto as Exhibit C, is hereby authorized and approved; and
3. That the Director of the Department of Transportation and Development is authorized to execute any plat, deed, exhibit or other document necessary to complete the land division and conveyance described herein.

Dated this _____ day of August, 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the Governing Body of the
Clackamas County Development Agency

Chair

Recording Secretary



Exhibit A

DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

COUNTY'S OBLIGATION(S) AGREEMENT

Grantor: Gustafson Real Estate LLC
Address: c/o Larry Gustafson
173 NE 39th Avenue
Hillsboro, OR 97124

Project: Otty Street Realignment
Date: January 4, 2016
File No: 04

Situs: 9907 SE 82nd Avenue
Happy Valley, OR 97086

In addition to the obligations set forth in the County's 40-day offer letter dated January 4, 2016, the additional agreements between the parties:

1. County will deed ownership of 8,448 square feet (more or less) of land to Grantor (Gustafson Real Estate LLC) as indicated on the attached Exhibit "A".
2. Grantor (Gustafson Real Estate LLC) will move the personal property from the Easement areas (i.e. planter boxes, sign, shed) upon receipt of payment for the easements or at a time mutually agreed to in writing.
3. County will install non-permanent curbing and a gate across the throughway between the two businesses instead of the permanent curbing and fence depicted in the current 90% plans.
4. County will pave and construct driveway improvements per the 90% plan sheet #5.5 attached.

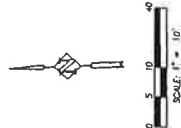
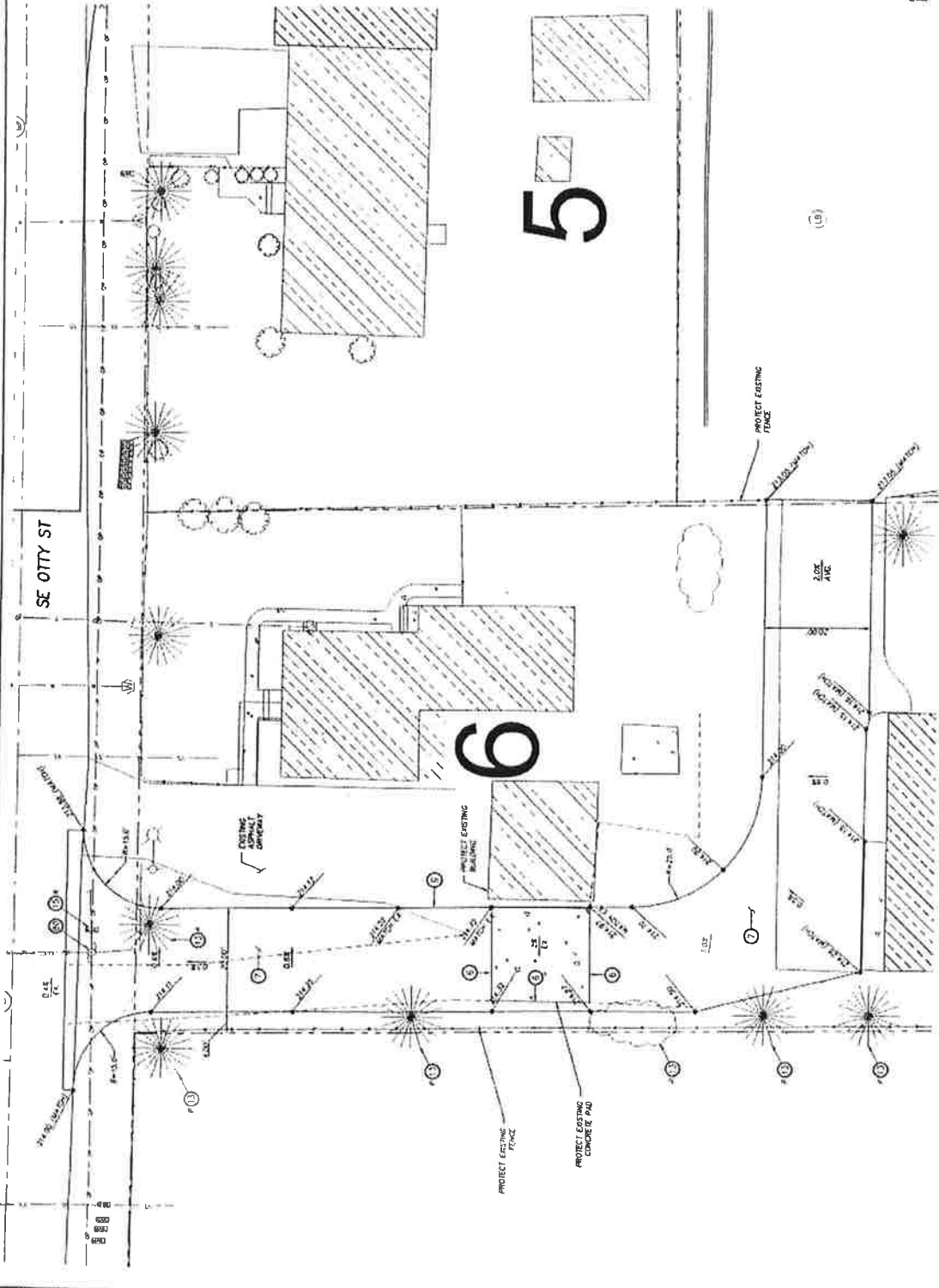
If any of the construction under the terms of this agreement is outside of the roadway right of way, including the placement of cut tree sections, Grantor hereby grants County, its employees or contractors, permission to enter upon Grantor's remaining property for the purpose of performing any of said construction work.

It is understood and agreed that County's performance of this Agreement shall constitute a portion of the consideration for the concurrent real property transaction evidenced by easement document(s) between the Grantor and the County. The Grantor shall indicate his or her intention to be bound by this agreement by signing below. This Agreement shall not be effective or binding, however, until Grantor receives written notice from the County accepting the conveyance of the real property interests described in the 40-day offer letter dated January 4, 2016.

CONSTRUCTION NOTES

- ⑤ MATCH NEW CONSTRUCTION TO EXISTING FEATURE, SHOWN AS REQUIRED AND DASHED.
- ⑥ COMPLETE FINISH CONCRETE FINISHMENT SECTION PER DETAIL ON SHEET 5.5.
- ⑦ MATCH ALL FINISH TO EXISTING FINISH. SIZE OF SHAPE, REGIONAL IS TYPICAL FOR ANY EXISTING TREE OR SHRUB THAT REMAINS ALONG BACK OF SIDEWALK COORDINATE WITH ENGINEER PRIOR TO REMOVAL OR TRIMMING.
- ⑧ RELOCATE (R), ADJUST (A), PROTECT (P), OR DIMINISH (D) EXISTING HARDWARE(S) COORDINATE LOCATION WITH ENGINEER. SEE OREGON STANDARD DRAWING R100.
- ⑨ RELOCATE UTILITY POLE AND STREET LIGHT, RELOCATION BY UTILITY CONTRACTOR TO COORDINATE WITH APPROPRIATE UTILITIES.

NOTE TO REVIEWER:
 A SHEET 5.6 WILL BE ADDED TO SHOW
 A SPOT GRADE ELEVATION GRID AT
 THE INTERSECTION OF OTTY/82ND.



90% SUBMITTAL

**SE OTTY STREET REALIGNMENT
 SITE IMPROVEMENTS**
 CLACKAMAS, OREGON

DESIGNED BY:	DS/HPR/TEAM	DRAWN BY:	HPR/TEAM	SHEET NO.:	5.5
DATE:	10/02/2015	PROJECT NUMBER:	CU472		

**Hamper
 Houf Peterson
 Righellis Inc.**
 ARCHITECTS
 200 SE BEAVER CREEK ROAD
 BEAVER CREEK, OREGON 97004
 PHONE: 503.778.1111 FAX: 503.778.1111



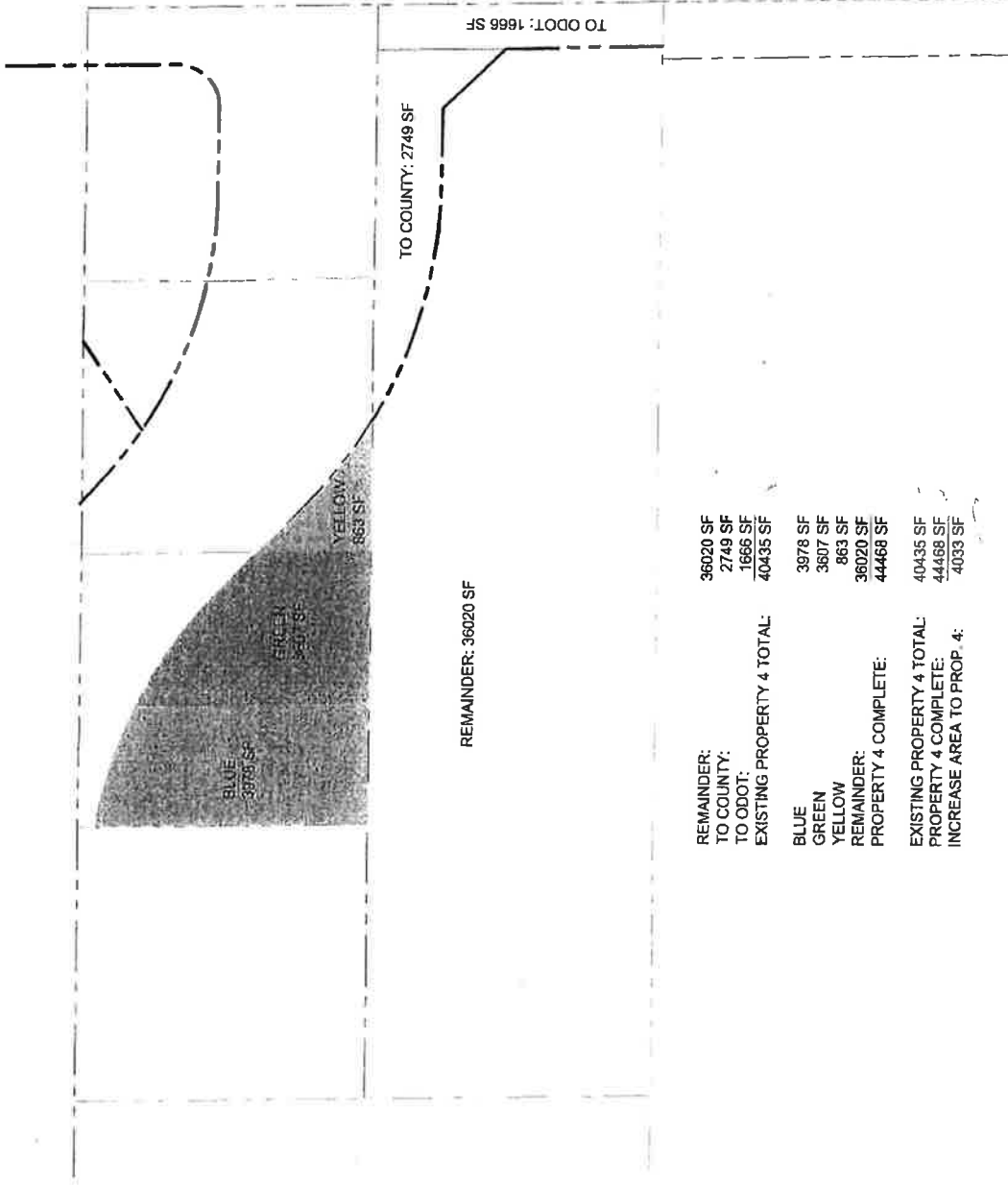
PREPARED FOR:
 CLACKAMAS COUNTY
 DEPARTMENT OF TRANSPORTATION
 DEVELOPMENT SERVICES BLDG.
 150 BEAVER CREEK ROAD
 OREGON CITY, OR 97045



NO. REVISIONS	

SITE IMPROVEMENT AT PROPERTY 6

Exhibit "A"



REMAINDER:	36020 SF
TO COUNTY:	2749 SF
TO ODOT:	1666 SF
EXISTING PROPERTY 4 TOTAL:	40435 SF
BLUE	3978 SF
GREEN	3607 SF
YELLOW	863 SF
REMAINDER:	36020 SF
PROPERTY 4 COMPLETE:	44468 SF
EXISTING PROPERTY 4 TOTAL:	40435 SF
PROPERTY 4 COMPLETE:	44468 SF
INCREASE AREA TO PROP. 4:	4033 SF

PARTITION PLAT
 REPLAT A PORTION OF LOT NO. 47
 PLAT OF "PARK VIEW ACRES", PLAT NO. 417
 LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 29,
 TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON

SURVEYED: DECEMBER 03, 2020
 CASE FILE NO: 20373-16-M

PLAT NO. _____
 BOOK _____ PAGE _____

SHEET INDEX:

SHEET 1: PARTITION PLAT, LEGEND, REFERENCE SURVEYS LEGEND, MONUMENT LEGEND, REFERENCE POINTS DETAIL 1, CURVE TABLE, SHEET INDEX
 SHEET 2: APPROVALS, DECLARATION, ACKNOWLEDGEMENT, CONSENT AFFIDAVIT, SURVEYORS CERTIFICATE, NARRATIVE

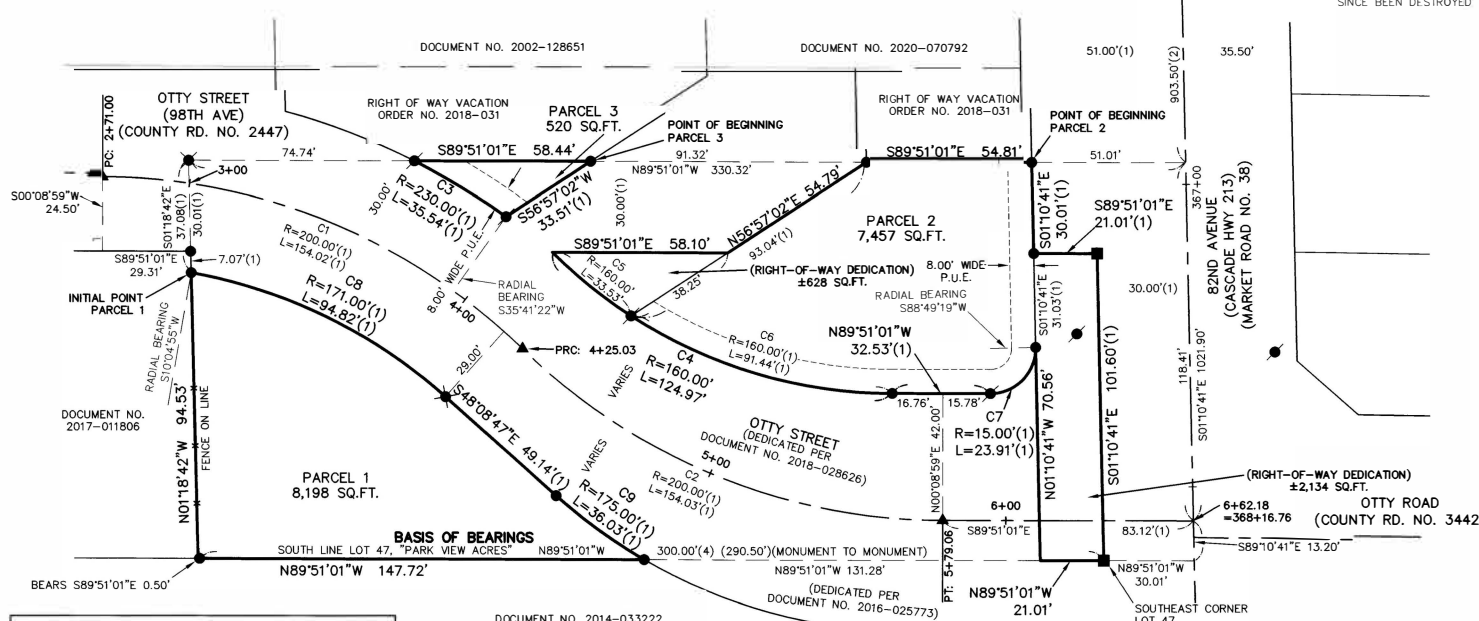
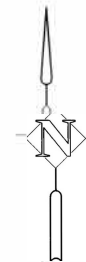
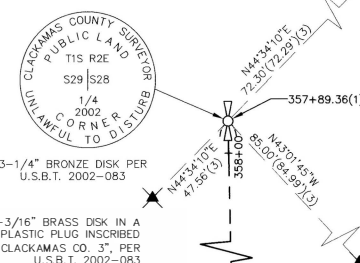
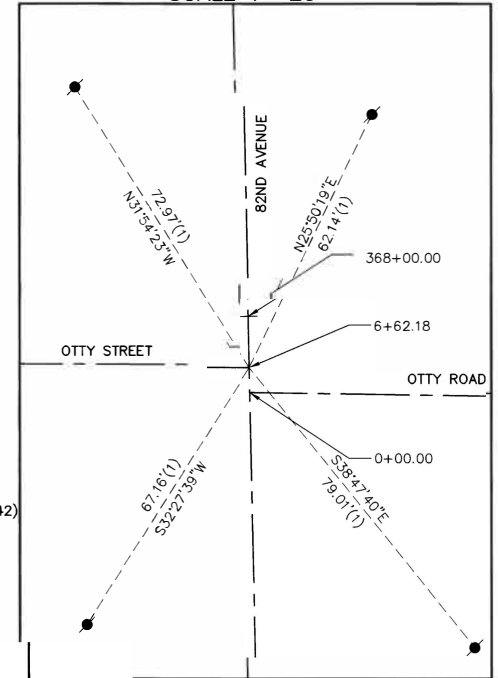
REFERENCE SURVEYS LEGEND:

- #### - MEASURED DISTANCE
- ####(##) - RECORD DISTANCE PER REFERENCE NUMBER (BELOW)
- ####(##) - MEASURED AND RECORD DISTANCE PER REF. NO. (BELOW)
- (1) - RECORD INFORMATION PER (SN 2017-109)
- (2) - RECORD INFORMATION PER (SN 2015-255)
- (3) - RECORD INFORMATION PER (U.S.B.T. ENTRY 2002-083)
- (4) - RECORD INFORMATION PER ("PARK VIEW ACRES", PLAT NO. 417)

MONUMENT LEGEND:

- ✕ - MONUMENT FOUND AS NOTED
- - FOUND 5/8" X 30" IRON ROD WITH ORANGE PLASTIC CAP MARKED "HHPR INC" PER SN2017-109
- ⊙ - SET 30mm (1-5/32") BERNTSEN BP1P (COPPER DISK WITH CENTERPUNCH) MARKED "HHPR INC" PER SN2017-109
- - FOUND 5/8" X 30" IRON ROD, ALUMINUM CAP MISSING, PER SN2017-109
- ▲ - SET 5/8" X 30" IRON ROD WITH ORANGE PLASTIC CAP MARKED "HHPR INC", IN CENTERLINE MONUMENT BOX, PER SN2017-109
- ⊗ - FOUND 5/8" X 30" IRON ROD WITH ALUMINUM CAP MARKED "HHPR INC" PER SN2017-109
- - CALCULATED QUARTER SECTION CORNER
- — — - TIE LINE

**REFERENCE POINTS
 DETAIL 1
 SCALE 1"=20'**

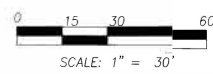


CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	LONG CHORD
C1	200.00'(1)	44°07'32"(1)	154.02'(1)	S67°47'15"E, 150.25'(1)
C2	200.00'(1)	44°07'32"(1)	154.03'(1)	S67°47'15"E, 150.25'(1)
C3	230.00'(1)	08°51'13"(1)	35.54'(1)	N58°44'14"W, 35.51'(1)
C4	160.00'	44°45'06"	124.97'	N67°28'28"W, 121.82'
C5	160.00'	12°00'20"	33.53'	W51°06'05"W, 33.46'
C6	160.00'(1)	32°44'47"(1)	91.44'(1)	N73°28'38"W, 90.21'(1)
C7	15.00'(1)	91°19'40"(1)	23.91'(1)	S44°29'09"W, 21.46'(1)
C8	171.00'(1)	31°46'17"(1)	94.82'(1)	S64°01'56"E, 93.61'(1)
C9	175.00'(1)	11°47'48"(1)	36.03'(1)	S54°02'41"E, 35.97'(1)

NOTES, EASEMENTS, CONDITIONS AND RESTRICTIONS
 THIS PARTITION PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL AS PER CLACKAMAS COUNTY CASE FILE NO. 20373-16-M
 PARCELS 2, AND 3 ARE SUBJECT TO A 8.00 FOOT PUBLIC UTILITY EASEMENT, GRANTED AS SHOWN PER THIS PLAT.

REGISTERED PROFESSIONAL LAND SURVEYOR
Timothy E. Brown
 OREGON
 NOVEMBER 13, 2019
TIMOTHY E. BROWN
 91314
 RENEWS: 12-31-2021

**Harper
 HHPR Houf Peterson
 Righellis Inc.**
 ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS • SURVEYORS
 205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171



PARTITION PLAT
REPLAT A PORTION OF LOT NO. 47
PLAT OF "PARK VIEW ACRES", PLAT NO. 417
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON

SURVEYED: DECEMBER 03, 2020
CASE FILE NO: 20373-16-M

PLAT NO. _____
BOOK _____ PAGE _____

CLACKAMAS COUNTY APPROVALS:

APPROVED THIS ____ DAY OF _____, 2021.

BY: _____
CLACKAMAS COUNTY PLANNING DIRECTOR

APPROVED THIS ____ DAY OF _____, 2021.

CLACKAMAS COUNTY SURVEYOR

BY: _____

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY ORS 92.095 HAVE BEEN PAID THRU JUNE 30, 2021

APPROVED THIS ____ DAY OF _____, 2021.

CLACKAMAS COUNTY ASSESSOR & TAX COLLECTOR

BY: _____
DEPUTY

STATE OF OREGON }
COUNTY OF CLACKAMAS } SS

I DO HEREBY CERTIFY THAT THE ATTACHED PARTITION PLAT WAS RECEIVED FOR RECORD ON THE ____ DAY OF _____, 2021.

AT ____ O'CLOCK ____ M.

AS PARTITION PLAT NO. _____

DOCUMENT NO. _____

SHERRY HALL, CLACKAMAS COUNTY CLERK

BY: _____
DEPUTY

SURVEYORS CERTIFICATE:

I, TIMOTHY E. BROWN CERTIFY THAT I HAVE CORRECTLY SURVEYED, AND MARKED WITH PROPER MONUMENTS, THE LANDS REPRESENTED ON THE ATTACHED PARTITION PLAT BEING A PORTION OF DOCUMENT NO. 2015-063564 AND DOCUMENT NO. 2015-009657, CLACKAMAS COUNTY DEED RECORDS, TOGETHER WITH PORTIONS OF VACATED OTTY STREET (COUNTY ROAD NO. 2447) PER CLACKAMAS COUNTY ORDER NO. 2018-031 AND EXCEPTING THEREFROM A PERMANENT RIGHT OF WAY EASEMENT FOR ROAD PURPOSED PER DOCUMENT NO. 2018-028626 CLACKAMAS COUNTY DEED RECORDS, BEING ALSO A PART OF LOT 47, PLAT OF "PARK VIEW ACRES", PLAT NO. 417, CLACKAMAS COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT OF PARCEL 1, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT, BEING ALSO A 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP INSCRIBED "HHPR INC" LOCATED AT THE INTERSECTION OF THE EAST LINE OF DOCUMENT NO. 2017-011806 CLACKAMAS COUNTY DEED RECORDS AND THE SOUTH RIGHT OF WAY LINE OF OTTY STREET PER SAID DOCUMENT NO. 2018-028626, WHICH BEARS SOUTH 01°10'41" EAST, ALONG THE CENTERLINE OF 82ND AVENUE, 903.50 FEET, TO A POINT AT THE INTERSECTION OF THE PREVIOUSLY VACATED CENTERLINE OF OTTY STREET (COUNTY ROAD NO. 2447), NORTH 89°51'01" WEST, ALONG SAID CENTERLINE, 330.32 FEET TO 5/8" IRON ROD WITH AN ALUMINUM CAP INSCRIBED "HHPR INC" AT THE INTERSECTION OF THE EXTENSION OF THE EAST LINE OF SAID DOCUMENT NO. 2017-011806, SOUTH 01°18'42" EAST, ALONG SAID EXTENSION OF THE EAST LINE, 37.08 FEET FROM THE QUARTER SECTION CORNER COMMON TO SECTIONS 28 AND 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON PER U.S.B.T. 2002-083; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE AND AROUND THE SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 31°46'17", THE RADIUS OF WHICH BEARS SOUTH 1°00'45" WEST, HAVING A RADIUS OF 171.00 FEET (LONG CHORD BEARS SOUTH 64°01'56" EAST, 93.61 FEET) A DISTANCE OF 94.82 FEET TO A 30MM (1-5/32") BERNSTEIN BP1P INSCRIBED "HHPR INC"; THENCE SOUTH 48°08'47" EAST 49.14' TO A 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP INSCRIBED "HHPR INC" AND POINT OF CURVE TO THE LEFT; THENCE AROUND SAID CURVE TO THE LEFT CENTRAL ANGLE OF 11°47'48", HAVING A RADIUS OF 175.00 FEET, (LONG CHORD BEARS SOUTH 54°02'41" EAST, 35.97 FEET) A DISTANCE 36.03 FEET TO A 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP INSCRIBED "HHPR INC", BEING A POINT ON THE SOUTH LINE OF SAID LOT 47; THENCE LEAVING SAID RIGHT OF WAY, NORTH 89°51'01" WEST, ALONG SAID SOUTH LINE OF LOT 47, 147.72 FEET TO THE SOUTHEAST CORNER OF DOCUMENT NO. 2017-011806, IN WHICH A 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP INSCRIBED "HHPR INC" BEARS SOUTH 89°51'01" EAST 0.50 FEET; THENCE NORTH 01°18'42" WEST, ALONG THE EAST LINE OF SAID DOCUMENT NO. 2017-011806, 94.53 FEET TO THE INITIAL POINT.

TOGETHER WITH: THE POINT OF BEGINNING OF PARCEL 2, BEING A 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP INSCRIBED "HHPR INC", WHICH BEARS SOUTH 01°10'41" EAST, ALONG THE CENTERLINE OF 82ND AVENUE, 903.50 FEET, TO A POINT AT THE INTERSECTION OF THE PREVIOUSLY VACATED CENTERLINE OF OTTY STREET (COUNTY ROAD NO. 2447), NORTH 89°51'01" WEST, ALONG SAID CENTERLINE OF OTTY STREET (COUNTY ROAD NO. 2447), 51.01 FEET FROM SAID QUARTER SECTION CORNER; THENCE SOUTH 01°10'41" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 30.01 FEET TO A 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "HHPR INC"; THENCE SOUTH 89°51'01" EAST 21.01 FEET TO A 5/8" IRON ROD, THENCE SOUTH 01°10'41" EAST 101.60 FEET TO A 5/8" IRON ROD, BEING THE SOUTHEAST CORNER OF SAID LOT 47; THENCE NORTH 89°51'01" WEST, ALONG SAID SOUTH LINE, 21.01 FEET TO A POINT ON THE EAST LINE OF SAID DOCUMENT NO. 2018-028626; THENCE NORTH 01°10'41" WEST, ALONG SAID EAST LINE, 70.56 FEET TO A 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "HHPR INC" BEING A POINT OF CURVE ON THE NORTH LINE OF DOCUMENT NO. 2018-028626 ALSO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°19'40", THE RADIUS OF WHICH BEARS SOUTH 88°49'19" WEST, HAVING A RADIUS OF 15.00 FEET; THENCE AROUND THE SAID CURVE TO THE RIGHT (LONG CHORD BEARS SOUTH 44°29'09" WEST) A DISTANCE OF 23.91 FEET TO A 30MM (1-5/32") BERNSTEIN BP1P INSCRIBED "HHPR INC"; THENCE NORTH 89°51'01" WEST 32.53 FEET TO A 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "HHPR INC" AND A POINT OF A CURVE TO THE RIGHT; THENCE AROUND SAID CURVE TO THE RIGHT (CENTRAL ANGLE OF 44°45'06", RADIUS OF 160.00 FEET, LONG CHORD BEARS NORTH 67°28'28" WEST, 121.82 FEET) A DISTANCE OF 24.97 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OTTY STREET (COUNTY ROAD NO. 2447); THENCE SOUTH 89°51'01" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 58.10 FEET TO A POINT; THENCE NORTH 56°57'02" EAST 54.79 FEET TO 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "HHPR INC", BEING A POINT ON THE CENTERLINE OF OTTY STREET (COUNTY ROAD NO. 2447); THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 89°51'01" EAST 54.81 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: THE BEGINNING POINT OF PARCEL 3, BEING A 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP INSCRIBED "HHPR INC", ON THE CENTERLINE OF PREVIOUSLY VACATED OTTY STREET (COUNTY ROAD NO. 2447), WHICH BEARS SOUTH 01°10'41" EAST, ALONG THE CENTERLINE OF 82ND AVENUE, 903.50 FEET, NORTH 89°51'01" WEST, ALONG SAID CENTERLINE OF OTTY STREET (COUNTY ROAD NO. 2447), 197.14 FEET FROM SAID QUARTER SECTION CORNER; THENCE LEAVING SAID CENTERLINE, SOUTH 56°57'02" WEST 33.51 FEET TO A POINT ON THE NORTH LINE OF SAID DOCUMENT NO. 2018-028626 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, AND A 30MM (1-5/32") BERNSTEIN BP1P INSCRIBED "HHPR INC", HAVING A CENTRAL ANGLE OF 08°51'13", THE RADIUS OF WHICH BEARS SOUTH 35°41'22" WEST, HAVING A RADIUS OF 230.00 FEET; THENCE AROUND SAID CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 58°44'14" WEST, 35.51 FEET) A DISTANCE OF 35.54 FEET TO A 30MM (1-5/32") BERNSTEIN BP1P INSCRIBED "HHPR INC", BEING THE INTERSECTION OF THE SAID NORTH LINE AND THE CENTERLINE OF SAID OTTY STREET (COUNTY ROAD NO. 2447); THENCE, ALONG SAID CENTERLINE, SOUTH 89°51'01" EAST 58.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,937 SQUARE FEET, OR 0.43 ACRES, MORE OR LESS.

NARRATIVE:

THE PURPOSE OF THIS SURVEY PARTITION INTO 3 PARCELS THOSE TRACTS OF LAND AS DESCRIBED BY DOCUMENT NO. 2015-063564 AND DOCUMENT NO. 2015-009657, CLACKAMAS COUNTY DEED RECORDS, TOGETHER WITH PORTIONS OF VACATED OTTY STREET (COUNTY ROAD NO. 2447) PER CLACKAMAS COUNTY ORDER NO. 2018-031 AND EXCEPTING THEREFROM A PERMANENT RIGHT OF WAY EASEMENT FOR ROAD PURPOSED PER DOCUMENT NO. 2018-028626, CLACKAMAS COUNTY DEED RECORDS, BEING ALSO A PART OF LOT 47, PLAT OF "PARK VIEW ACRES", PLAT NO. 417, CLACKAMAS COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT WAS HELD TO BE NORTH 89°51'01" WEST AS MEASURED ALONG THE SAID SOUTH LINE LOT 47 BETWEEN THE 5/8" IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 47 AND THE 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP INSCRIBED "HHPR INC." BEARING SOUTH 89°51'01" EAST, 0.50 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 47.

CALCULATED EAST ONE-QUARTER SECTION CORNER FOR SECTIONS 28 AND 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN. THE EAST ONE-QUARTER QUARTER SECTION CORNER FOR SECTIONS 28 AND 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, WAS CALCULATED BY HOLDING FOUND REFERENCE POINTS AND RECORD DATA TO CALCULATE THE LOCATION OF SAID CORNER, PER U.S.B.T. 2002-083 AS SHOWN.

CALCULATED INTERSECTION OF OTTY STREET (DOCUMENT NO. 2018-028626) AND 82ND AVENUE. THE INTERSECTION OF OTTY STREET (2018-028626) AND 82ND AVENUE WAS LOCATED BY HOLDING THE FOUND REFERENCE POINTS AND RECORD DATA PER SN 2017-109 TO CALCULATE THE LOCATION OF SAID INTERSECTION, AS SHOWN.

82ND AVENUE (CASCADE HWY 213)/MARKET ROAD NO. 38. THE CENTERLINE OF SAID 82ND AVENUE WAS LOCATED BY HOLDING THE ABOVE REFERENCED CALCULATED QUARTER SECTION CORNER FOR SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN AND THE ABOVE REFERENCED INTERSECTION OF OTTY STREET (DOCUMENT NO. 2018-028626) AND 82ND AVENUE. THE WEST RIGHT-OF-WAY LINE OF SAID 82ND AVENUE WAS LOCATED BY HOLDING RECORD DISTANCES OF 51.00 FEET AND 30.00 FEET PER SN 2017-109 AS SHOWN.

OTTY STREET (88TH AVENUE) (COUNTY RD. NO. 2447). THE CENTERLINE OF OTTY STREET WAS LOCATED BY HOLDING THE FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP INSCRIBED "HHPR INC" PER SN 2017-109 LOCATED AT THE INTERSECTION OF SAID CENTERLINE AND THE SAID WEST RIGHT OF WAY OF 82ND AVENUE, AND THE FOUND 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "HHPR INC" PER SN 2017-109 AT THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF DOCUMENT NO. 2017-011806 AND THE CENTERLINE OF OTTY STREET AS SHOWN.

THE SOUTH LINE OF OTTY STREET WAS LOCATED PARALLEL WITH AND 30.00 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES, TO THE ABOVE DESCRIBED CENTERLINE.

SOUTH LINE OF LOT 47, PLAT OF "PARK VIEW ACRES", PLAT NO. 417. THE SOUTH LINE OF LOT 47, PLAT OF "PARK VIEW ACRES", WAS LOCATED BY HOLDING THE FOUND 5/8" IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 47 PER SN 2017-109 AND CALCULATED SOUTHEAST CORNER OF DOCUMENT NO. 2017-011806, CLACKAMAS COUNTY DEED RECORDS, AT THE EXTENSION OF 0.50 FEET FROM THE FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "HHPR INC" PER SN 2017-109 AS SHOWN.

EAST LINE OF DOCUMENT NO. 2017-011806. THE EAST LINE OF SAID DOCUMENT NO. 2017-011806 WAS LOCATED BY HOLDING THE ABOVE CALCULATED SOUTHEAST CORNER THEREOF AND THE FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "HHPR INC" AT THE NORTHEAST CORNER THEREOF.

OTTY STREET (DOCUMENT NO. 2018-028626). THE CENTERLINE OF OTTY STREET (DOCUMENT NO. 2018-028626) WAS LOCATED BY HOLDING FOUND MONUMENTS AND RECORD DATA PER SN 2017-109 AS SHOWN. THE RIGHT OF WAY LINES WERE LOCATED BY HOLDING RECORD DATA FROM DOCUMENT NO. 2018-028626 AS SHOWN.

DECLARATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT CLACKAMAS COUNTY DEVELOPMENT AGENCY, IS THE OWNER OF THE LAND REPRESENTED ON THE ANNEXED MAP DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND AS SHOWN ON THE ANNEXED MAP, AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, DOES HEREBY DECLARE THE MAP TO BE A TRUE AND CORRECT MAP OF THE PARTITION OF SAID PROPERTY AND THAT THEY HAVE CAUSED THIS PARTITION PLAT TO BE PREPARED AND THE PROPERTY PARTITIONED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 92 OF THE OREGON REVISED STATUTES, AND DO HEREBY DEDICATE ALL RIGHT-OF-WAY SHOWN HEREON TO THE PUBLIC, FOR PUBLIC USE, AND HEREBY GRANT ALL EASEMENTS FOR THE PURPOSES SHOWN HEREON.

DAN JOHNSON
DIRECTOR
CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ACKNOWLEDGEMENT

STATE OF OREGON }
COUNTY OF CLACKAMAS } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2020, BY DAN JOHNSON, AS DIRECTOR OF CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT.

NOTARY PUBLIC SIGNATURE _____

NOTARY PUBLIC (_____) - OREGON

COMMISSION NO. _____

MY COMMISSION EXPIRES _____, 20____

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Timothy E. Brown
OREGON
NOVEMBER 12, 2019
TIMOTHY E. BROWN
93134

RENEWS: 12-31-2021

Harper
HHPR Houf Peterson
Righellis Inc.

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Exhibit C

Grantor: Clackamas County Development Agency 150 Beaver Creek Rd. Oregon City, OR 97045	State of Oregon
Grantee: Gustafson Real Estate LLC 2208 W. Baseline Ave. Lot 125 Apache Junction, AZ 85120	
After Recording Return to: Clackamas County Engineering 150 Beaver Creek Road Oregon City, OR 97045	
Send Tax Statements To: Gustafson Real Estate LLC 2208 W. Baseline Avenue, Lot 125 Apache Junction, AZ 85120	
	Authorized by Clackamas County Ordinance No. _____.

Bargain and Sale Deed

CLACKAMAS COUNTY DEVELOPMENT AGENCY, the Urban Renewal Agency of Clackamas County, Oregon, a corporate body politic, Grantor, does hereby grant, bargain, sell, and convey to Gustafson Real Estate LLC, Grantee, all of Grantor's right, title and interest in that certain real property situated in Clackamas County, Oregon, as more particularly described as Parcel 1 of Partition Plat No. 2021-XXX as recorded in Clackamas County Surveyor Records.

The true consideration for this conveyance is other good and valuable consideration.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

