

BEFORE THE METRO COUNCIL

| | | |
|------------------------------------|---|---------------------------|
| FOR THE PURPOSE OF AUTHORIZING THE |) | RESOLUTION NO. 98-2659 |
| EXECUTIVE OFFICER TO EXECUTE AN |) | |
| INTERGOVERNMENTAL AGREEMENT |) | |
| WITH TUALATIN PARKS AND RECREATION |) | |
| DISTRICT FOR THE MANAGEMENT OF |) | Introduced by Mike Burton |
| PROPERTY IN THE COOPER MOUNTAIN |) | Executive Officer |
| TARGET AREA |) | |

WHEREAS, in July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, at the election held on May 16, 1995, the Metro area voters approved the Open Spaces, Parks and Streams Bond Measure (Ballot Measure 26-26) which authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements; and

WHEREAS, the Open Spaces, Parks and Streams Bond Measure provided that lands acquired by Metro with the regional share of the bond funds would be "land banked" with minimal maintenance, and no bond funds can be legally used for any operating expenses on these lands; and

WHEREAS, the Open Spaces, Parks and Streams Bond Measure stated that Metro Regional Parks and Greenspaces Department may operate and maintain these lands, or other cooperative arrangements may be made with other jurisdictions or park providers to operate and maintain these lands consistent with the Greenspaces Master Plan; and

WHEREAS, on February 15, 1996 via resolution 96-2275A, the Metro Council adopted a refinement plan for the Cooper Mountain regional target area, which included a confidential tax-lot specific map identifying priority properties for acquisition, and which encouraged partnerships involving Metro and local governments; and

WHEREAS, in April 1998, Metro entered into an agreement to purchase 8.98 acres in the Cooper Mountain target area on the northeast side of Cooper Mountain (the "Property"); and

WHEREAS, Tualatin Hills Parks and Recreation District (THPRD) and Metro desire that THPRD should operate, manage, and maintain the Property; and

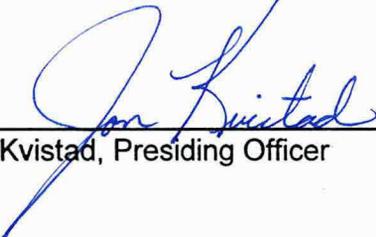
WHEREAS, an intergovernmental agreement (IGA) involving Metro and THPRD would benefit the Property, as well as the public in general by providing enhanced public access to the northeast side of Cooper Mountain and property already owned and managed by THPRD; and

WHEREAS, the IGA attached to this resolution as Exhibit A sets forth management, maintenance, and operation guidelines for THPRD, requiring that the Property be managed for protection of the Property's natural resources; enhancement, restoration and protection of wildlife habitat; and public recreation consistent with these goals; with the primary goal being to manage the Property as an access point and general use for the Cooper Mountain target area; now therefore

BE IT RESOLVED,

That the Metro Council approves and authorizes the Metro Executive Officer to execute the Intergovernmental Agreement with THPRD, attached hereto as Exhibit A, wherein THPRD will manage the Property in the Cooper Mountain Target Area.

ADOPTED by the Metro Council this 18th day of JUNE, 1998.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

INTERGOVERNMENTAL AGREEMENT**Nora Woods Property**

This Intergovernmental Agreement ("Agreement") dated this ___ day of ____, 1998, is by and between Metro, a Metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon, 97232-2736 ("Metro"), and the Tualatin Hills Parks and Recreation District, 15707 S.W. Walker Road, Beaverton, OR 97006 ("THPRD").

WITNESSETH:

WHEREAS, on May 16, 1995, voters approved Ballot Measure 26-26, Open Spaces, Parks, and Streams, authorizing Metro, a Metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, to issue up to \$135.6 million in general obligation bonds for the protection of open spaces, parks and streams ("Metro Open Spaces Bond Measure"); and

WHEREAS, Cooper Mountain was identified as a regionally significant open space and natural area in the Metro Greenspaces Master Plan, the Cooper Mountain Target Area was established pursuant to the Metro Open Spaces, Parks and Streams Bond Measure 26-26, and the Cooper Mountain Target Area Refinement Plan was adopted by the Metro Council on February 15, 1996; and

WHEREAS, pursuant to the Metro Open Spaces Bond Measure, Metro is negotiating to purchase 8.98 acres of real property, located off Kemmer Road on Cooper Mountain in Washington County, with Open Spaces Bond Measure proceeds, commonly referred to as the Nora Woods Property, as more particularly described in Exhibit A attached hereto; and

WHEREAS, the Nora Woods Property is within tier II of the Cooper Mountain Target Area, established pursuant to the Metro Open Spaces, Parks and Streams Bond Measure 26-26, and is adjacent to public open space (Deer Park "Tract A") dedicated to THPRD as a condition of the approval of the Deer Park Subdivision; and

WHEREAS, Metro and THPRD, a local parks provider, wish to jointly acquire the Nora Woods Property and preserve it as open space in accordance with the Metro Open Spaces Bond Measure and with the Metro Greenspaces Master Plan; and

WHEREAS, the acquisition of the Nora Woods Property may be accomplished via a property line adjustment with THPRD's Deer Park "Tract A," commonly known as Tax Lot 05800, Township 1 South, Range 1 West, Section 30, as more particularly described in Exhibit B attached

hereto (hereafter, "Tax Lot 05800"), wherein the southerly boundary of Tax Lot 05800 would be moved further to the south, adjusting it to envelop all of the Nora Woods Property, thereby enlarging Tax Lot 05800, which Metro and THPRD would thereafter own as tenants in common, each as to an undivided 1/2 interest (hereafter, "Property Line Adjustment"); and

WHEREAS, Metro and THPRD wish to enter into this Agreement to provide for their joint acquisition of the Nora Woods Property, which shall be accomplished via a Property Line Adjustment of the Nora Woods Property into THPRD's Tax Lot 05800, and to provide for the transfer of management responsibility for the Nora Woods Property to THPRD in accordance with the terms set forth in this Agreement;

Now, therefore, the parties agree as follows:

A. Acquisition

1. Metro and THPRD hereby agree to jointly purchase the Nora Woods Property for FIVE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$531,300.00) At Closing, Metro shall contribute (\$500,000) FIVE HUNDRED THOUSAND DOLLARS, and THPRD shall to contribute (\$31,300) THIRTY-ONE THOUSAND THREE HUNDRED DOLLARS (THPRD) towards the purchase price.
2. THPRD shall execute the application for the Property Line Adjustment, attached hereto as Exhibit C, and shall cooperate with Metro and the Seller of the Nora Woods Property in aid of their efforts to obtain Washington County's approval of the Property Line Adjustment.
3. At the closing of the acquisition of the Nora Woods Property, THPRD shall convey an undivided 1/2 interest as a tenant in common in Tax Lot 05800, Township 1 South, Range 1 West, Section 30. Simultaneously at closing, Metro and THPRD shall take title to the Nora Woods Property as tenants in common, each as to an undivided 1/2 interest. Upon the recording of the Property Line Adjustment at closing and thereafter, Metro and THPRD shall hold title to the 16.48 acre adjusted Tax Lot 05800 (hereafter, "Adjusted Tax Lot 05800") as tenants in common, each as to an undivided 1/2 interest.
4. Metro has entered into an Agreement of Purchase and Sale for the Nora Woods Property, and shall be responsible for conducting Metro's normal due diligence investigations prior to closing, pursuant to Metro Open Spaces Measure practices. If THPRD requires any due diligence investigations not normally performed by Metro, THPRD shall be solely responsible for those items. Metro shall also be responsible for drafting and coordinating escrow instructions and closing details, and shall pay the Buyer's closing costs.

B. Management, Maintenance, and Operation

1. THPRD shall be responsible for the ongoing management, maintenance, and operation of the Nora Woods Property in accordance with the terms of this Agreement.

2. The Nora Woods Property shall be managed, maintained and operated in accordance and in a manner consistent with this Agreement, Metro's Greenspaces Master Plan, The Tualatin Hills Parks and Recreation District's Southwest Hills Resource Protection Plan (collectively, "the Plans"). These Plans shall constitute the Resource Protection Plans for the Nora Woods Property, as described in the Metro Greenspaces Master Plan. In case of conflict among Plans, the Plan affording the highest level of resource protection shall govern.
3. The term of THPRD's management, maintenance, and operation responsibilities for the Nora Woods Property shall be ten (10) years from the date of this Agreement, renewal by written mutual consent for additional ten (10) year periods, subject to the termination provisions set forth in § E. (4) & (5), below.

C. Limitations on Use

1. The Nora Woods Property shall be managed, maintained and operated in accordance with its intended use as natural area open space, with the primary goal being protection of the Nora Woods Property's natural resources, enhancement and protection of wildlife habitat, and passive public recreation consistent with the foregoing.
2. The Nora Woods Property may be used by the public, in THPRD's discretion, for passive recreation, pedestrian activity, nonmotorized bicycle use, and/or habitat enhancement. Metro shall have the right to approve of any THPRD improvements, including any public access provided off Kemmer Road or Nora Road, any future vehicular parking, trails or alteration of any water or timber resource on the Nora Woods Property, which approval shall not be unreasonably withheld. THPRD shall provide Metro 90 days advance written notice of its intent to construct any improvements, trails, or alteration of water or timber resource on the Nora Woods Property. In no event shall improvements or trails be constructed on the Nora Woods Property, nor shall alteration of water or timber resources occur that are inconsistent with this Agreement or with the Plans.
3. Metro shall have the right to review and comment on any changes in the Plans relating to the management, maintenance, or operation of the Nora Woods Property, which approval shall not be unreasonably withheld. Any changes in the Plans made or proposed by THPRD that relate to management, maintenance, or operation of the Nora Woods Property shall not conflict with the guidelines set forth in this Agreement, in the Greenspaces Master Plan, or with the uses and restrictions described in the Open Spaces Measure. THPRD shall give Metro written notice as soon as possible, but in any event no less than 90 days in advance of a proposal to amend THPRD's Plans where such amendment would alter THPRD's management, maintenance or operation of the Nora Woods Property.
4. The Nora Woods Property shall not be subdivided or partitioned, nor shall any development rights, timber rights, mineral rights, or other rights related to the Nora Woods Property be sold or otherwise granted, nor shall there be any alteration of any water or timber resource,

except as necessary for construction of trail or other improvements, for the purpose of improving resource values, or as necessary to protect public safety.

5. THPRD shall maintain security of the Nora Woods Property, and shall provide additional fencing, gates, signage, and other measures as THPRD may deem necessary to increase safety on the Nora Woods Property, and to preserve and protect the Nora Woods Property' natural resources.

D. Permits, Assessments, Coordination with Other Public Agencies

1. As stated in the Greenspaces Master Plan, by accepting management responsibility for the Nora Woods Property, THPRD agrees to be responsible for funding the operation and maintenance of the Nora Woods Property with THPRD's own resources. THPRD's management responsibility shall include responsibility for all future taxes or assessments for the Nora Woods Property.
2. THPRD shall be responsible for obtaining any permits necessary for management, maintenance or operation of the Nora Woods Property.
3. Any permits granted by THPRD to users of the Nora Woods Property shall comply with the terms and limitations set forth in this Agreement and in the Plans.
4. THPRD shall be responsible for contacting and coordinating with other local or state agencies regarding any management, maintenance or operation issues that may arise with respect to the Nora Woods Property.

E. General Provisions

1. Indemnification. THPRD, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify and save harmless Metro, its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from the management, maintenance or operation of the Nora Woods Property, including but not limited to construction of trails or in relation to any other improvement on the Nora Woods Property.
2. Oregon Constitution and Tax Exempt Bond Covenants. The source of Metro's funds for the acquisition of the Nora Woods Property is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d) and 11(e) of the Oregon Constitution, and the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. THPRD covenants that it will take no actions that would cause Metro to be unable to maintain the current status of the real property taxes as exempt from Oregon's constitutional

limitations or the income tax exempt status of the bond interest. In the event THPRD breaches this covenant, Metro shall be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

3. Funding Declaration and Signage. THPRD may provide on-site signage informing the public that THPRD is managing the Nora Woods Property. Metro will provide signage to be installed by THPRD on the site, informing the public that funding for the acquisition of the Nora Woods Property came in part from Metro Open Spaces Measure bond proceeds. Any publication, media presentation or other presentation on the Nora Woods Property made by THPRD shall include a statement that funding for the acquisition of the Nora Woods Property came in part from Metro Open Spaces Measure bond proceeds.
4. Joint Termination for Convenience. METRO and THPRD may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by METRO, subject to the mutual written agreement of the parties.
5. Termination for Cause. Either party may terminate this Agreement in full, or in part, at any time before the closing date of the acquisition of the Nora Woods Property, whenever that party determines, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default. After the closing of the acquisition of the Nora Woods Property, either party may terminate this Agreement in full, or in part, at any time whenever either party determines, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default. The terminating party shall promptly notify the other party in writing of that determination and document such default as outlined herein. The other party shall have thirty (30) days to cure the problem. Notwithstanding any termination for cause, both parties shall be entitled to receive payments for any work completed which that party was contractually obligated to do, which completion or contractual obligation occurred prior to the effective date of the termination, provided that no party shall be obligated to make any payment except for work specifically provided for in this Agreement.
6. Termination Due to Dissolution. Either party to this Agreement may terminate this Agreement in full, at any time before the expiration date, upon a majority vote approving the dissolution of the other party. Termination under this provision shall be effective upon ten (10) days written notice issued by either party.
7. Ownership Upon Termination for Convenience, Cause, or Due to Dissolution. Notwithstanding section C (4), set forth above, the parties agree that, upon termination, the either party may pursue the division of the Adjusted Tax Lot 05800, to the extent permitted by law and ordinance, into two parcels of 8.24 acres each. The lot division shall be accomplished, to the extent permitted by law and ordinance, via a partition, which shall be performed at the shared expense of the parties if the termination is for convenience, or at the expense of the terminating or surviving party if the termination is for cause or due to dissolution. In the case of

termination for convenience or cause, THPRD shall retain ownership of the northerly 8.24 acre parcel, and Metro shall retain ownership of the southerly 8.24 acre parcel upon legal partition. If termination is due to the dissolution of one of the parties, and THPRD is the surviving party, THPRD shall retain ownership of the northerly 8.24 acre parcel upon legal partition. If termination is due to the dissolution of one of the parties, and Metro is the surviving party, Metro shall retain ownership of the southerly 8.24 acre parcel upon legal partition.

8. Law of Oregon. This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to ORS 279.015 to 279.320.
9. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by fax and regular mail.

To Metro: Charles Ciecko
 Director, Metro Regional Parks and Greenspaces
 600 N.E. Grand Avenue
 Portland, OR 97232-2736

To THPRD: Ron Willoughby
 General Manager, Tualatin Hills Parks and Recreation District
 1507 S.W. Walker Road.
 Beaverton, OR 97006

8. Assignment. The parties may not assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except the parties may delegate or subcontract for performance of any of its responsibilities under this Agreement.
9. Severability. If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the Nora Woods Property. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth above.

TUALATIN HILLS PARKS
AND RECREATION DISTRICT

METRO

By: _____
Title: _____

By: _____
Title: _____



PORTION OF BRUMBAUGH PROPERTY
BOUNDARY LEGAL DESCRIPTION

FEBRUARY 27, 1998

A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO DARRELL M. BRUMBAUGH, RECORDED UNDER DOCUMENT NUMBER 91009113, WASHINGTON COUNTY DEED RECORDS, BEING A PORTION OF LOT 15, MOUNTAIN VIEW HEIGHTS, A PLAT OF RECORD IN WASHINGTON COUNTY, SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 21, MOUNTAIN VIEW HEIGHTS, A PLAT OF RECORD IN WASHINGTON COUNTY; THENCE ALONG THE WEST LINE OF SAID LOT 21, S 00°00'18" E, 655.34 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF LOT 20 OF SAID PLAT, S 00°02'25" W, 635.38 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.W. NORA ROAD; THENCE ALONG SAID LINE, S 89°52'23" W, 328.33 FEET; THENCE LEAVING SAID LINE, ALONG THE MOST SOUTHERLY WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO DARRELL M. BRUMBAUGH, RECORDED UNDER DOCUMENT NUMBER 91009113, WASHINGTON COUNTY DEED RECORDS, N 00°16'14" W, 637.38 FEET; THENCE ALONG THE MOST WESTERLY SOUTH LINE OF SAID BRUMBAUGH TRACT OF LAND, S 89°52'23" W, 77.24 FEET; THENCE LEAVING SAID LINE, N 00°10'24" E, 160.09 FEET; THENCE N 58°01'40" E, 185.54 FEET; THENCE N 25°38'19" E, 155.94 FEET; THENCE N 51°01'52" E, 40.21 FEET; THENCE N 28°53'59" E, 87.68 FEET; THENCE N 61°05'42" W, 316.67 FEET TO THE NORTH LINE OF SAID LOT 15; THENCE ALONG SAID LINE, N 89°58'06" E, 387.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.98 ACRES.

SUBJECT TO AND TOGETHER WITH A 15.00-FOOT WIDE EASEMENT FOR WATERLINE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF S.W. NORA ROAD WITH THE MOST SOUTHERLY WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO DARRELL M. BRUMBAUGH, RECORDED UNDER DOCUMENT NUMBER 91009113, WASHINGTON COUNTY DEED RECORDS; THENCE ALONG SAID WEST LINE, N 00°16'14" W, 637.38 FEET; THENCE LEAVING SAID LINE, N 89°52'23" E, 15.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 15.00 FEET DISTANT AND EASTERLY FROM SAID WEST LINE, S 00°16'14" E, 637.38 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.W. NORA ROAD; THENCE ALONG SAID LINE, S 89°52'23" W, 15.00 FEET.

SUBJECT TO AND TOGETHER WITH A 25.00-FOOT WIDE EASEMENT FOR STORM DRAINAGE, SANITARY SEWER, AND WATERLINE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE BOUNDARY OF THAT TRACT OF LAND DESCRIBED IN DEED TO DARRELL M. BRUMBAUGH, RECORDED UNDER DOCUMENT NUMBER 91009113, WASHINGTON COUNTY DEED RECORDS, WHICH BEARS N 00°16'14" W, 637.38 FEET FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF S.W. NORA ROAD WITH THE MOST SOUTHERLY WEST LINE OF SAID BRUMBAUGH TRACT OF LAND; THENCE N 06°14'07" E, 224.37 FEET; THENCE N 68°01'40" E, 31.82 FEET; THENCE S 06°14'07" W, 241.26 FEET; THENCE S 89°52'23" W, 25.15 FEET TO THE POINT OF BEGINNING.



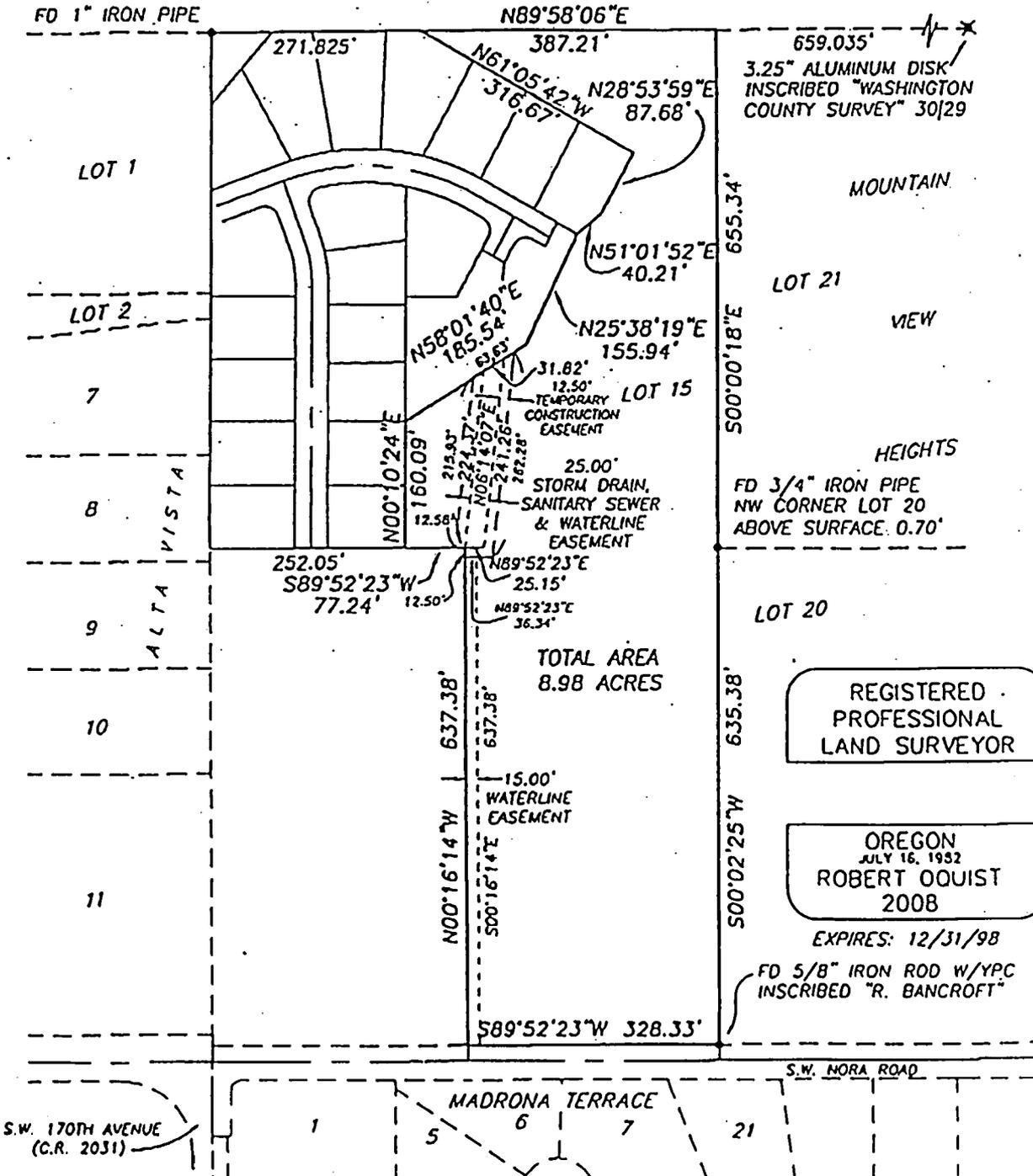
SUBJECT TO AND TOGETHER WITH A 12.50-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE BOUNDARY OF THAT TRACT OF LAND DESCRIBED IN DEED TO DARRELL M. BRUMBAUGH, RECORDED UNDER DOCUMENT NUMBER 91009113, WASHINGTON COUNTY DEED RECORDS, WHICH BEARS N 00°16'14" W, 637.38 FEET FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF S.W. NORA ROAD WITH THE MOST SOUTHERLY WEST LINE OF SAID BRUMBAUGH TRACT OF LAND; THENCE ALONG THE MOST WESTERLY SOUTH LINE OF SAID BRUMBAUGH TRACT OF LAND, S 89°52'23" W, 12.58 FEET; THENCE LEAVING SAID LINE, N 06°14'07" E, 215.93 FEET; THENCE N 58°01'40" E, 63.63 FEET; THENCE S 06°14'07" W, 262.28 FEET; THENCE S 89°52'23" W, 36.34 FEET TO THE MOST SOUTHERLY WEST LINE OF SAID BRUMBAUGH TRACT OF LAND, THENCE ALONG SAID LINE, N 00°16'14" W, 12.50 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION SKETCH

A PORTION OF LOT 15, "MOUNTAIN VIEW HEIGHTS"
 SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 30,
 TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
 COUNTY OF WASHINGTON, STATE OF OREGON

FEBRUARY 27, 1998



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 16, 1932
 ROBERT OQUIST
 2008

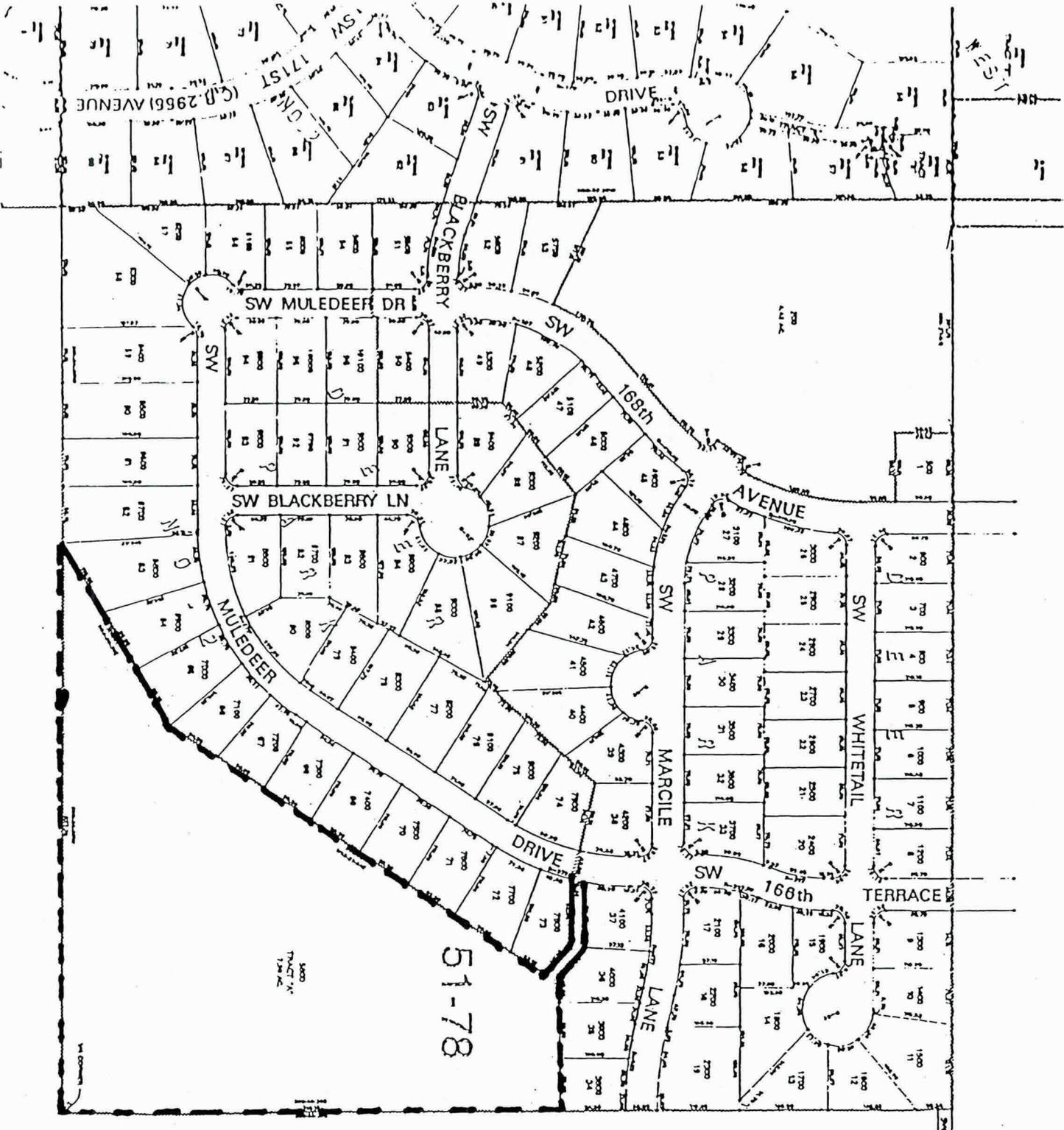
EXPIRES: 12/31/98

FD 5/8" IRON ROD W/YPC
 INSCRIBED "R. BANCROFT"

PREPARED BY:
LDC DESIGN GROUP
 233 SE WASHINGTON STREET (503) 648-4061
 HILLSBORO, OREGON 97123 (FAX) 681-7646

Exhibit B

Tract "A" DEER PARK, No. 2, Washington County





WASHINGTON COUNTY
 Dept. of Land Use and Transportation
 Land Development Services
 155 N First Ave, Suite 350-13
 Hillsboro, OR 97124 (503) 648-8761

DEVELOPMENT APPLICATION

PROCEDURE/CATEGORY TYPE: I

CPO: 6 COMMUNITY PLAN:
Aloha-Reedville-Cooper Mt.

EXISTING LAND USE DISTRICTS:
R-6 (Residential 6 Units/Acre)

| ASSESSOR MAP: | TAX LOT NUMBER(S): |
|-------------------|--------------------|
| <u>1 S 1 30DA</u> | <u>200</u> |
| <u>1 S 1 30AD</u> | <u>5800</u> |

NOTE: Contiguous property under identical ownership will be reviewed as part of this application and may be subject to conditions of approval. List Assessor Map and Tax Lot Numbers of all contiguous property under identical ownership:

SITE ADDRESS: N/A

SITE SIZE: 22.24 Acres

Date of Pre-ap. Conference: Waiver
 Staff Member: _____
 (Please attach copy of Pre-application Notes)

EXISTING USE OF SITE: Vacant

PROPOSED DEVELOPMENT ACTION: Property Line Adjustment/Modification of Conditions of approval for Casefile 97-295 S/DHA/D(C1)

We, the undersigned, hereby authorize the filing of this application and certify that the information contained in this application is complete and correct to the best of our knowledge. This also authorizes the designated Applicant's Representative (if applicable) to act on behalf of the Applicant for the processing of the request.

OWNER CONTRACT PURCHASER DATE
 Print Name: _____

OWNER CONTRACT PURCHASER DATE
 Print Name: _____

CASEFILE NO: _____

APPLICANT:

CONTACT: Tom Lodato

ADDRESS: P.O. Box 1754
Lake Oswego, OR 97035

PHONE: (503)590-7556

FAX: _____

E-MAIL ADDRESS: _____

APPLICANT'S REPRESENTATIVE: NOTE: The Applicant's Representative will be the primary contact for the County.

CONTACT: Joc Walsh

COMPANY: LDC Design Group

ADDRESS: 233 SE Washington St. Hillsboro

PHONE: (503)648-4061 OR 971

FAX: (503)681-7646

E-MAIL ADDRESS: ldch@e-z.net

OWNER(S): (attach additional sheets if needed)

NAME: Tom Lodato

ADDRESS: P.O. Box 1754
Lake Oswego, OR 97035

PHONE: (503) 590-7556

FAX: _____

E-MAIL ADDRESS: _____

ALSO NOTIFY: Owner T.L. 5800

NAME: Tualatin Hills Park & Rec. District

ADDRESS: 15707 SW Walker Rd.
Beaverton, OR 97006

PHONE: (503) 645-3539

FAX: _____

APPLICANT DATE
 Print Name: _____

APPLICANT DATE
 Print Name: _____

PLEASE NOTE: *This application must be signed by ALL the owners or ALL the Contract Purchasers of the subject property. *If this application is signed by the Contract Purchaser(s), the Contract Purchaser is also certifying that the Contract Vender has been notified. *The Applicant or a Representative should be present at all Public Hearings. *No approval will be effective until the appeal period has expired.



April 30, 1998

APPLICANT'S STATEMENT

CONSULTING

ENGINEERS

**LAND USE
PLANNERS**

LAND SURVEYORS

HILLSBORO

(Corporate Office)
233 S.E. Washington St.
Hillsboro, OR 97123
503.648.4061
FAX: 503.681.7646
Email: ldch@e-z.net

SALEM

3400 State Street
Suite G-710
Salem, OR 97391
503.370-8424
Fax: 503.370.8426
Email: ldcs@e-z.net

VANCOUVER

1400 Washington St.
Suite 150
Vancouver, WA 98660
360.695.1074
Toll Free: 503.241.8657
Fax: 360.695.4142
Email: ldcv@e-z.net

**KLEIN CONSULTING
ENGINEERS**

1904 Elm Street, Suite 1
Forest Grove, OR 97116
503-359.5956
Fax: 503.357.5474
Email: kce_dls@trix.com

APPLICANTS

REPRESENTATIVE: LDC Design Group

APPLICANT: Tom Lodato
P.O. Box 1754
Lake Oswego, Or. 97035

REQUEST: Property Line Adjustment

LEGAL DESCRIPTION: Tax Lot 200(1S1 30DA) and
Tax Lot 5800(1S1 30AD)
Washington County, Oregon

PROPERTY OWNERS: Tax Lot 200
Tom Lodato
P.O. Box 1754
Lake Oswego, Or. 97035

Tax Lot 5800
Tualatin Hills Park and
Recreation. District
15707 SW Walker Road
Beaverton, Or. 97006

SIZE: 14.74 Acres (Tax Lot 200)
7.5 Acres (Tax Lot 5800)
22.24 Acres Total

LOCATION: North of SW Nora Road
South, South of SW Marcile
Lane and East of SW 171st
Ave.

LAND USE DISTRICT: R-6

WRITTEN STATEMENT

A property line adjustment is requested between Tax Lot 200(1S1 30DA) and Tax Lot 5800 (1S1 30AD). Tax Lot 5800 is owned by Tualatin Hills Park & Recreation District and is 7.5 Acres. Tax Lot 200 is owned by Tom Lodato and is 14.74 Acres. The common property line between the two parcels will be adjusted such that the new property line will border the proposed 20 lots of Nora Woods. The new Tax Lot 200 would contain the 20 lots and include 5.76 Acres. The new Tax Lot 5800 would contain open space and include 16.48 Acres.

The proposed new property line was the boundary line between the northern 20 lots and open space of the approved preliminary plat of Nora Woods. The approval was appealed to the Land Use Board of Appeals and a compromise has been agreed upon between the parties involved. This compromise included the purchase of the open space and the southern 13 lots of Nora Woods. That area includes 8.98 acres, which will be added to the 7.5 acres owned by the park district.

The attached preliminary property line adjustment plan includes the existing and proposed acreage of the two tax lots involved. This plan also shows the proposed 20 lots of Nora Woods and future alinement of SW Nora Road, which would be reserved for dedication to the county. Both new lots meet and exceed the minimum size and dimensional requirements of the R-6 zone.

**MODIFICATIONS OF CONDITIONS OF APPROVAL FOR NORA WOODS
SUBDIVISION (CASE FILE NO. 97-295S/DHA/DI(CD))**

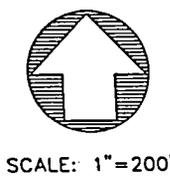
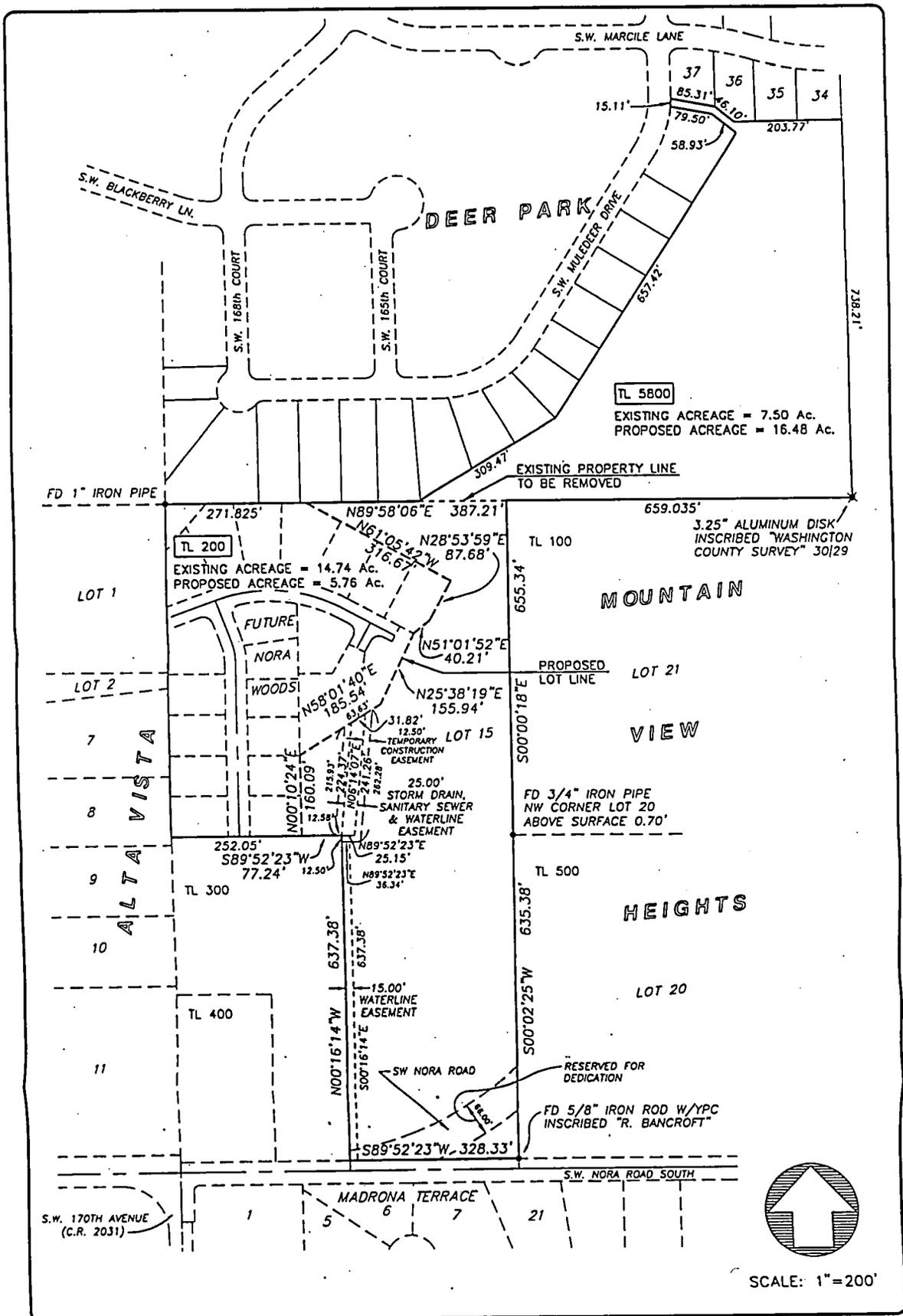
The 33-lot Nora Woods Subdivision was approved by the Washington County land use hearings officer on September 19, 1997. An appeal of that approval is currently pending before LUBA. The parties to the appeal have agreed to suspend the case while a compromise and settlement is being negotiated.

Meanwhile, on or about April 16, 1998, Metro and the owner of Nora Woods entered into a Purchase and Sale Agreement whereby Metro, with support of the City of Beaverton and Tualatin Hills Park and Recreation District ("THPRD"), is to purchase the southern 8.98 acres of the 14.74 acres that comprise the Nora Woods site. As currently approved, the Nora Woods subdivision contains 13 lots on the portion of the site that Metro is planning to purchase. As a result, the Nora Woods subdivision will be reduced to 20 lots.

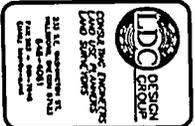
The portion of the site to be purchased by Metro is adjacent to an approximately 7.5 acre property to the north (TL 5800), which is owned by THPRD. In order to facilitate the sale of the southern portion of the Nora Woods site to Metro, an application for a property line adjustment will be submitted to Washington County to allow THPRD's property to be adjusted (enlarged) to include the 8.98 acres Metro intends to purchase. A copy of that application is attached hereto.

To accommodate the development of a 20-lot subdivision instead of the originally approved 33 lots, the original conditions of approval for Nora Woods need to be revised. Those proposed revisions are also attached hereto. It is the parties' expectation that the approval now pending before LUBA can be remanded back to Washington County, and that the revised subdivision, including the revised conditions of approval, can be approved on remand, rather than requiring the submission of a new subdivision application.

C:\orccc\ULK\JHIB\1\odato\modificationofapproval.wpd



Tom Ledolo
 P.O. Box 1754
 Lake Oswego, Oregon 97035
 ph: (503) 684-3175



Preliminary Property Line Adjustment
 Tax Lots 200 & 500
 Tax Maps 1S1 30DA & 1S1 30AD
 Washington County, Oregon
 CAD FILE: 2171PPLA, Plotted 4/30/98 by CEJ

2171
 1

**MODIFICATIONS OF CONDITIONS OF APPROVAL FOR NORA WOODS
SUBDIVISION (CASE FILE NO. 97-295S/DHA/DI(CI))**

The 33-lot Nora Woods Subdivision was approved by the Washington County land use hearings officer on September 19, 1997. An appeal of that approval is currently pending before LUBA. The parties to the appeal have agreed to suspend the case while a compromise and settlement is being negotiated.

Meanwhile, on or about April 16, 1998, Metro and the owner of Nora Woods entered into a Purchase and Sale Agreement whereby Metro, with support of the City of Beaverton and Tualatin Hills Park and Recreation District ("THPRD"), is to purchase the southern 8.98 acres of the 14.74 acres that comprise the Nora Woods site. As currently approved, the Nora Woods subdivision contains 13 lots on the portion of the site that Metro is planning to purchase. As a result, the Nora Woods subdivision will be reduced to 20 lots.

The portion of the site to be purchased by Metro is adjacent to an approximately 7.5 acre property to the north (TL 5800), which is owned by THPRD. In order to facilitate the sale of the southern portion of the Nora Woods site to Metro, an application for a property line adjustment will be submitted to Washington County to allow THPRD's property to be adjusted (enlarged) to include the 8.98 acres Metro intends to purchase. A copy of that application is attached hereto.

To accommodate the development of a 20-lot subdivision instead of the originally approved 33 lots, the original conditions of approval for Nora Woods need to be revised. Those proposed revisions are also attached hereto. It is the parties' expectation that the approval now pending before LUBA can be remanded back to Washington County, and that the revised subdivision, including the revised conditions of approval, can be approved on remand, rather than requiring the submission of a new subdivision application.

C:\orcc\ULK\HBM\odato\modificationofapproval.wpd

Proposed Revised
**CONDITIONS
OF APPROVAL
FOR
NORA WOODS**

I. PRIOR TO COMMENCING ANY ON-SITE IMPROVEMENTS, INCLUDING GRADING, EXCAVATION AND/OR FILL ACTIVITIES THE APPLICANT SHALL:

A. Submit to Building Services (640-3470) for review and approval:

1. Grading/drainage plan consistent with the standards of Sections 410 and 412 (Type I procedure).

~~**NOTE:** Grading plan shall include grading for SW Nora Road (realignment) east of SW Nora Road South as required by Sections 710-3 and 710-5. No grading is required for Nora Road west of SW Nora Road South.~~

NOTE: Grading plan shall be revised to limit grading to that reasonably necessary for construction of streets and placement of utilities, including water quality facilities. Grading on individual lots beyond that reasonably necessary for construction of such infrastructure is not authorized by this decision, and may be permitted only pursuant to a duly authorized grading permit or equivalent based on specific development plans for each lot.

B. Submit to the Unified Sewerage Agency (USA) (648-8621) for review and approval:

1. Applicant must acquire an Agency Site Permit. Application for the Agency Site Permit shall be in conformance with Resolution and Order 91-47 as it is amended by R&O 91-75. Submittal shall include:
 - a. Detailed grading and erosion control plan. A 1200-C joint erosion control permit will be required.
 - b. Detailed hydraulic and hydrological analysis of storm conveyance. If the downstream storm conveyance does not have the capacity to convey the additional volume of water generated by this site during a 25-year, 24-hour storm event, the

applicant is responsible for mitigating the flow as provided in R&O 96-44 (Unified Sewerage Agency's Design and Construction Standards, July 1996 edition).

- c. Detailed plans showing each lot within the development having access to public storm and sanitary sewer ~~and showing the extension of public storm and sanitary sewer to uphill adjacent properties. The extension of off site sanitary sewer will be necessary.~~
 - d. Provisions for water quality in accordance with the requirements of the above named R&O. ~~Water quality will need to be addressed for the proposed off site storm drain system on SW Nora Road and SW 166th Avenue and at the rear of lots 22 thru 28.~~
- NOTE:** ~~Drainage plans for SW Nora Road (realignment) shall be consistent with the standards of Section 710-4.~~
- e. Provisions for an all-weather access to the water quality facilities in Tracts B ~~and F.~~
 - f. Site contains "Sensitive Areas". Developer must preserve a 25-foot corridor as described in the above R&O separating the sensitive areas from the impact of development. The sensitive areas and corridors must be set aside in a separate tract and not part of any buildable lot.
 - g. Detailed plans showing the sensitive areas and corridors delineated along with restoration and enhancement of the corridor per Section 3.11.4 of the above R&O.
 - h. DSL and Corps of Engineers permit submittal.
 - i. Provisions for slope stabilization and landslide prevention in the sanitary trench crossing the stream. See geotechnical reports from Carlson Testing, Inc. dated March 6, 1997 and August 20, 1997.

NOTE: Prior to sewer connection permit issuance the above noted improvements must be completed to the Agency's satisfaction and the as-constructed drawings (as-builts), or a bond guaranteeing the as-builts, shall be submitted and accepted by the Agency.

~~j. Provisions shall be made for collection of stormwater runoff from the eastern stub of SW Nora Road to limit offsite stormwater runoff.~~

C. Submit to Engineering Services Division, (Jerry Kammerman, 681-7065):

A more complete geotechnical report that contains grading construction recommendations with the grading permit application.

~~D. Submit to Land Development Services, Project Planner (Albert Boesel, 681-3835)~~

~~1. For construction of SW Nora Road, submit the following:~~

- ~~a. Plan for stockpiling excavated materials, including location and duration of stockpile.~~
- ~~b. Plan for disposing of spoils, including the location of disposal and proposed haul routes.~~
- ~~c. Dust control measures, including measures to keep dust to a minimum during equipment operation; and measures to prevent wind erosion of exposed soils.~~
- ~~d. Construction schedule.~~
- ~~e. The name of the applicant's construction manager.~~
- ~~f. Intended means of protecting and removal of existing vegetation, including vegetation to be protected from damage, location, extent and manner of vegetative clearing; and procedures to protect vegetation during clearing operations and construction.~~
- ~~g. Landscape plans which provide compliance with CDC Sections 711 5.1 and 711 7 and which include the following:
 - ~~(1) A five foot minimum landscaped strip along both sides of the road.~~
 - ~~(2) Street trees in compliance with Section 711 3.2B(1)(a) through (e).~~
 - ~~(3) An irrigation plan in compliance with Section 711 3.2.B(2)(b).~~~~

II. PRIOR TO ANY ON-SITE TREE REMOVAL:

A. Submit to Land Development Services, Project Planner (Albert Boesel, 681-3835):

1. Revised grading plan indicating all grading limited to that reasonably necessary for construction of streets and placement of utilities, including water quality facilities. Grading on individual lots beyond that reasonably necessary for construction of such infrastructure is not authorized by this decision, and may be permitted only pursuant to a duly authorized grading permit or equivalent based on specific development plans for each lot.
2. Install protective fencing at the drip lines of trees or groups of trees to be retained as shown on the *revised* Tree Removal and Grading Plan. Submit written verification from a consulting arborist, biologist or ecologist that the fencing is adequate to protect the trees from damage caused by excavation, fill and construction equipment.

III. PRIOR TO FINAL APPROVAL AND SUBDIVISION PLAT RECORDATION:

A. Submit to the County Survey Division (648-8723):

Fourteen copies of the proposed final plat which shall comply with Oregon Revised Statutes, Chapter 92 and Section 605 of the Washington County Community Development Code.

The following shall be shown on the plat:

1. All easements and Tracts.
2. The use, ownership and maintenance rights for all easements and Tracts.

NOTE: Tracts A and C shall be retained as Open Space. Tracts ~~G, H~~ and ~~I are~~ ~~also~~ one foot non-access reserve strips.

3. Dedication of necessary right-of-way for the public streets within the subdivision as required by the Washington County Uniform Road Improvement Design Standards.

4. Dedication of right-of-way to provide 66 feet for SW Nora Road through the project site including adequate corner radii at its intersection with SW Nora Road North and the interim alignment of SW Nora Road South as required by the Washington County Uniform Road Improvement Design Standards. **NOTE:** SW Nora Road located to provide eventual future connection of SW Kemmer Road to the current terminus of SW Nora Road east of the project site.
 - ~~5. A non access restriction along the site's SW Nora Road (realignment) frontage, except at the approved access location.~~
 - ~~6. Tract D (approximate 3,703 sq. ft.) to be dedicated to Washington County to accommodate the future realignment of SW Nora Road South.~~
 7. Drainage easement encumbering the water quality facilities (Tracts B and F) to benefit Washington County and the Unified Sewerage Agency for maintenance purposes.
- B. Submit to Land Development Services (Public Assurance Staff, Tracy Stone/ Carolyn Cook, 681-3843):**
1. Completed "Design Option" form.
 2. \$5, 855.00 Administrative Deposit.

NOTE: The estimated Administration Deposit for the required public improvements is \$11,711.00. ~~██████████~~
 3. Two (2) sets of complete engineering plans for the construction of the following public improvements:
 - a. All interior public streets and sidewalks.
 - ~~b. SW Nora Road South from SW 166th Avenue west and north to SW Nora Road to an L-6 standard but without sidewalks.~~
 - ~~c. SW Nora Road (realignment) to a Major Collector standard through the project site; provided, the applicant shall build only that portion of SW Nora Road east of the west edge of its intersection with SW Nora Road South; provided further, the applicant shall guarantee funding of the improvement of SW Nora Road west of its intersection with SW Nora Road South consistent with CDC 501-8.6 based on an engineer's certified cost estimate for construction of this road alignment.~~

- ~~d. Landscaping and irrigation system for SW Nora Road (realignment) as it passes through the site (Sections 711-3.2.B. and 711-4 through 711-7).~~

These improvements shall be constructed in accordance with the requirements of the Washington County Uniform Road Improvement Design Standards. They shall be completed and accepted by the County within the time frame specified in the public assurance contract, or prior to final building inspection approval, whichever occurs first.

C. Obtain Engineering Division approval, provide financial assurance, and obtain a Facility Permit for:

Construction of the public improvements listed in conditions III.B.3.a. through d.

NOTE: The Public Assurance staff (Tracy Stone/Carolyn Cook, 681-3843) of Land Development Services will send the required forms to the applicant's representative after submittal and approval of the public improvement engineering plans.

D. The following documents shall be executed:

1. Waiver not to remonstrate against the formation of a local improvement district or other mechanism to improve the base facility of SW Nora Road to County standards between SW 170th Avenue/SW Weir Road and SW Beard Road.
2. Petition and waiver not to remonstrate against the formation of a road maintenance local improvement district for public streets within the subdivision.
- ~~3. A non-access restriction along the site's frontage of SW Nora Road (realignment) except at the approved access location.~~

E. Submit to Land Development Services, Project Planner (Albert Boesel, 681-3835):

1. Final Approval form (Type I procedure).
2. Final Approval fee.
- ~~3. Irrigation plan for SW Nora Road (realignment) landscaping as it passes through the site in accordance with Section 417.~~

4. Final plan showing a fence or low permanent barrier constructed along the border of Natural Resource Tracts A and C as they abut all buildable lots.
5. A site stamped by the Fire Marshal approving the final design and hydrant locations.

F. Submit to the Unified Sewerage Agency:

1. Written verification by a registered professional engineer which states that each lot has gravity access to public sanitary sewer and storm sewer without crossing any adjacent lot.
2. Complete engineering plans showing the on-site storm water quality facility.

IV. PRIOR TO ISSUANCE OF BUILDING PERMITS FOR INDIVIDUAL LOTS:

A. Submit with the building plans to Building Services (649-3470):

1. Site plan showing:
 - a. Street trees as required by Section 407-7.
 - b. Sidewalks as required by Section 502.
 - c. Proposed tree removal as required by Section 407-3.

B. Pay Traffic Impact Fee.

V. PRIOR TO BUILDING OCCUPANCY AND/OR FINAL BUILDING INSPECTION APPROVAL:

- A. The public improvements as required by Conditions III.B.3.a ~~through d~~, as shown on the final approved plans shall be completed and accepted by the County.
- B. Street trees shall be planted as needed to provide one for every 35 feet of lineal road frontage.
- C. Sidewalks shall be constructed. **NOTE:** All sidewalks shall have a five-foot unobstructed width.
- D. All facilities and improvements required by USA shall be completed and approved by USA including tie-in to the public storm drainage.

VI. ADDITIONAL CONDITIONS:

- A. This development shall be constructed in accordance with the conditions of this decision, the approved final plans and the standards of the Community Development Code (Section 207-6.1).
- B. All conditions of approval shall be binding upon all heirs, successors and assigns (Section 207-6.1).
- C. Transferability of this Development Permit shall be in accordance with Section 201-8.
- D. The removal of any tree over 6 inches in diameter outside of the approved grading limits shall require the approval of a tree removal permit. (Trees within the limits of the revised grading plan are approved for removal through this Review).
- E. (deleted by hearings officer's order of 9-19-97)
- F. (deleted by hearings officer's order of 9-19-97)
- G. This approval shall automatically expire two years from the date of this approval, unless development has commenced, an application for an extension is filed, or this approval is revoked or invalidated. (CDC Section 201-4)

Staff Report

CONSIDERATION OF RESOLUTION NO. 98-2659 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE TUALATIN HILLS PARKS AND RECREATION DISTRICT FOR THE MANAGEMENT OF PROPERTY IN THE COOPER MOUNTAIN TARGET AREA.

Date: June 9, 1998

Presented By:

**Charles Ciecko
Jim Desmond**

Proposed Action

Resolution No. 98-2659 requests authorization for the Executive Officer to execute an intergovernmental agreement (IGA) with the Tualatin Hills Parks and Recreation District ("THPRD") for management of a property in the Cooper Mountain Target Area.

Background and Analysis

In April 1998, Metro entered into an agreement to purchase approximately 8.98 acres in the Cooper Mountain Target Area ("the Property"). The Property is located on the northeast side of Cooper Mountain, adjacent to property that THPRD already owns and manages. The joint acquisition of the Property by Metro and THPRD will allow THPRD to expand its current holdings and enhance public access on the northeast side of Cooper Mountain.

Metro negotiated the terms of the sale and contributed 94% of the acquisition price, while THPRD provided the balance of the purchase price and will assume management responsibilities. Metro and THPRD share title as tenants in common, proportionate with their contributions.

Findings

Authorization of the Executive Officer's execution of the IGA with the District is recommended based on the following:

- The northeast side of Cooper Mountain has been heavily developed and very few open space properties remain. The Property, located northeast of the intersection of Kemmer Road and SW 170th Avenue, includes frontage on Johnson Creek, and the proposed development of the site has drawn vocal opposition from neighbors. The IGA will allow THPRD to move forward with plans to manage this site in connection with an adjacent site currently owned by THPRD.
- The Cooper Mountain Target Area Refinement Plan objectives establish "Partnership Objectives" that encourage partnerships to assist in implementing the long range vision for the Cooper Mountain Refinement Plan. The Property is a Tier IB property acquired through the cooperative efforts of Metro and THPRD according to the guidelines of the Partnership Objectives. The IGA establishes management guidelines for Metro and THPRD, the Property's co-owners.

- The location of the Property on the northeast side of Cooper Mountain adjacent to other property owned and managed by THPRD, makes THPRD the appropriate manager of the site.
- Under the IGA, the Property is more likely to become available for public use and benefit at an earlier date than if Metro retains all operations and management responsibilities and the property is landbanked for an indefinite period of time.
- The IGA will relieve Metro of management costs arising from the Property, while fulfilling acquisition objectives established at the time of the Cooper Mountain Refinement Plan.
- This purchase completes Metro's commitment to partnership on acquisition of properties on the northeast side of Cooper Mountain.

Budget Impact

THPRD would become responsible for the management, maintenance and operation of the Property, in conjunction with its own adjacent park facilities. This would reduce Metro's land-banking costs and future operation and maintenance expenses.

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 98-2659.