

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE THE KISTNER PROPERTY IN THE JACKSON - BOTTOM - DAIRY/MCKAY CREEKS TARGET AREA) RESOLUTION NO. 01-3105
)
) Introduced by Mike Burton
) Executive Officer
)

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, on April 11, 1996, via resolution 96-2342, the Metro Council adopted a refinement plan for the Jackson Bottom – Dairy/McKay Creeks target area, which included a confidential tax-lot specific map identifying priority properties for acquisition; and

WHEREAS, the Jackson Bottom- Dairy/McKay Creeks target area refinement plan specifically identified property owned by Kistner Farm, Inc., consisting of 373 acres as a Tier I acquisition; and

WHEREAS, pursuant to the Open Spaces Implementation Work Plan, the several conditions and terms of the agreement with the owner of the Kistner property set forth below constitute “unusual circumstances” requiring the specific approval of the Metro Council; and

WHEREAS, as a condition of the sale, Kistner Farm, Inc. requests that Metro Council name the wetlands portion of the Property after the Killin Family and call it the “Killin Wetlands”; and

WHEREAS, Kistner Farm, Inc. will only agree to sell the Property to Metro at a price that is 9.3% above Metro's appraised value; and

WHEREAS, as a condition of the sale, Kistner Farm, Inc. requests that Metro enter into a rent-free Lease with the long time (60 year) manager of the Property, Dallas Weber, to provide for his continued personal occupancy of a portion of the Property; and

WHEREAS, the Wedgwood Duck Club was previously granted a lease by Kistner Farm, Inc. for hunting rights this coming duck hunting season from October 2001 to mid-February 2002; and

WHEREAS, Metro will perform soil removal and cleanup relating to a leaking home-heating oil underground storage tank. Metro's contractor will certify the cleanup to Oregon Department of Environmental Quality standards post-closing; and

WHEREAS, the Property suffers from two encroachments that may, upon Council approval, be resolved by Metro post closing, outside the confines of the Metro "Easement Policy" Resolution No. 97-2539B, through quitclaim, easement, license, or otherwise after closing; said encroachments do not reduce the appraised value of the Property, or its biological value, or its use as open space pursuant to Metro's Open Spaces, Parks and Streams bond measure; now therefore,

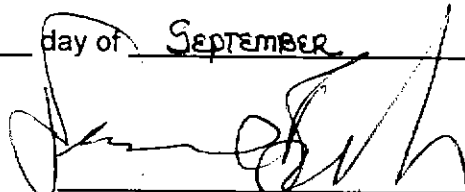
BE IT RESOLVED,

That the Metro Council authorizes the Metro Executive Officer to purchase the Property from Kistner Farm, Inc. as more particularly described in Exhibit A, at a price which is 9.3% above Metro's appraised value, subject to the Dallas Weber lease, subject to the existing hunting lease, and subject to the pending environmental cleanup, all as more particularly described in the Agreement of Purchase and Sale for this Property; and also authorizes the Metro Executive Officer to resolve after closing, via quitclaim, easement, license, or otherwise, outside the Easement Policy, those minor encroachments on the Property as disclosed by survey; and

IT IS FURTHER RESOLVED,

That the Metro Council names the wetland portion of the Property the "Killin Wetlands" and authorizes the Metro Executive Officer to take the necessary steps to name the Property as more particularly described in the Agreement of Purchase and Sale for this Property.

ADOPTED by the Metro Council this 20th day of September, 2001.



David Bragdon, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

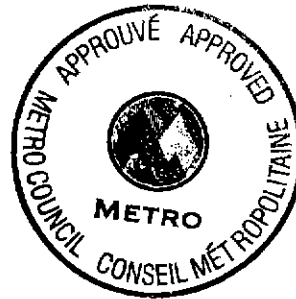


Exhibit A
Property Description

PARCEL I

That portion of the Northeast one-quarter of Section 34, Township 2 North, Range 4 West of the Willamette Meridian, in the County of Washington and State of Oregon, lying East of the East line of N.W. Killin Road AND ALSO that portion of the North one-half of the Southeast one-quarter of Section 34, Township 2 North, Range 4 West of the Willamette Meridian, Washington County, Oregon, lying North of the North line of the Wilson River Highway.

PARCEL II

The West one-half of the Northwest one-quarter of Section 35, Township 2 North, Range 4 West of the Willamette Meridian, in the County of Washington and State of Oregon, AND that portion of the North one-half of the Southwest one-quarter of Section 35, Township 2 North, Range 4 West of the Willamette Meridian, Washington County, Oregon, lying North of the North line of the Wilson River Highway; AND that portion of the Southeast one-quarter of Section 35, Township 2 North, Range 4 West described as follows:

Beginning at the Northwest corner of said Southeast one-quarter of Section 35; thence North $89^{\circ} 11'$ East 33.63 chains to a point on the North line of said Southeast one-quarter which is 6.57 chains West of the one-quarter section corner on the East line of Section 35; thence South 17.75 chains to a stake on the West bank of Dairy Creek; thence East to the center of said creek; thence Southwesterly down the center of said creek to the North line of the Wilson River Highway; thence Westerly along the North line of said highway to the West line of the Southeast one-quarter of Section 35; thence North on said West line to the place of beginning.

EXCEPT THEREFROM that portion described in Contract recorded October 12, 1976, in Book 1118, Page 197, described as follows:

A tract of land in the South one-half of Section 35, Township 2 North, Range 4 West, of the Willamette Meridian, in the County of Washington and State of Oregon, more particularly described as follows:

Beginning at the point of intersection of the centerline of Dairy Creek with the Northerly line of Wilson River Highway, said point being opposite Engineers Station 2521 + 68.33 of said highway; thence North $86^{\circ} 59' 00''$ West, along the Northerly line of said highway, a distance of 2248.76 feet to a point in the East line of the West one-half of said Section 35; thence continuing North $86^{\circ} 59' 00''$ West, along the Northerly line of said highway, a distance of 101.24 feet; thence North $1^{\circ} 56' 50''$ East, parallel with the East line of the West one-half of said Section 35, a distance of 349.44 feet; thence South $78^{\circ} 33' 00''$ East a distance of 2382.28 feet to the place of beginning.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 01-3105
EXECUTIVE OFFICER TO PURCHASE THE)
KISTNER PROPERTY IN THE JACKSON -) Introduced by Mike Burton
BOTTOM - DAIRY/MCKAY CREEKS TARGET) Executive Officer
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

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WHEREAS, the Jackson Bottom- Dairy/McKay Creeks target area refinement plan specifically identified property owned by Kistner Farm, Inc., consisting of 373 acres as a Tier I acquisition; and

WHEREAS, pursuant to the Open Spaces Implementation Work Plan, the several conditions and terms of the agreement with the owner of the Kistner property set forth below constitute “unusual circumstances” requiring the specific approval of the Metro Council; and

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BE IT RESOLVED,

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IT IS FURTHER RESOLVED,

That the Metro Council names the wetland portion of the Property the "Killin Wetlands" and authorizes the Metro Executive Officer to take the necessary steps to name the Property as more particularly described in the Agreement of Purchase and Sale for this Property.

ADOPTED by the Metro Council this _____ day of _____, 2001.

David Bragdon, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 01-3105 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE THE KISTNER PROPERTY IN THE JACKSON BOTTOM – DAIRY/MCKAY CREEKS TARGET AREA

Date: August 23, 2001

Presented by:

Charles Ciecko
Jim Desmond

DESCRIPTION

Resolution No. 01-3105 requests authorization for the Executive Officer to purchase property in the Jackson Bottom – Dairy/McKay Creeks target area.

EXISTING LAW

Metro Code 2.04.026 (a) (3) requires that the Executive Officer obtain the authorization of the Metro Council prior to executing any contract for the purchase of real property. In May 1995, the Metro area voters approved the Open Spaces, Parks and Streams bond measure that authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and certain park-related capital improvements. The Open Spaces Implementation Work Plan, adopted by the Metro Council via Resolution 96-2424, was established to implement the bond measure. The Work Plan established acquisition parameters that authorize the Executive Officer to purchase property, within the Council-approved target area refinement plan maps. Purchases that do not meet these criteria or have "unusual circumstances" (as that term is defined in the Work Plan) require specific Council approval. On April 11, 1996, via Resolution 96-2342, the Metro Council approved the Jackson Bottom/Dairy-McKay Creeks target area refinement plan tax-lot specific map, which includes the subject Kistner Farm, Inc. property ("the Property"). This resolution proposes to approve an unusual circumstance purchase, and authorize the purchase of the Property subject to the terms and conditions of the purchase and sale agreement.

BACKGROUND

Metro has entered into a purchase and sale agreement with Kistner Farm, Inc. for 373 acres, located approximately 1.5 miles west of Banks in Washington County. The Property lies directly north and is easily visible from Highway 6 (Wilson River Highway), a State Highway that runs from Highway 26 (Sunset Highway) near Banks to the Pacific Ocean. The Sunset Highway is located approximately four miles east of the Property. Highway 26 provides a direct connection from the Property to population centers in the Hillsboro/Sunset corridor area, as well as downtown Portland. Highway 47 is nearby and also connects the Property with Forest Grove, approximately six miles south of Banks.

The Property, (which contains nearly all of the "Banks Wetland" (217 acres out of approximately 240), is in Tier I of the adopted Jackson Bottom – Dairy/McKay Creeks target area refinement plan. The refinement plan includes the specific objective to acquire "the Banks Wetland in upper Dairy Creek watershed because of unique soil and vegetation characteristics, flood

control and water quality benefits.” The Property’s wetlands constitute part of the largest contiguous stand of this vegetation type in the Willamette Valley. The wetlands occur on an ancient lakebed formed by the impeded drainage of Park Farms Creek, a tributary of the West Fork of Dairy Creek. Most wetlands of this type have been converted to onion farms, pasture, or other agricultural land. The refinement plan findings specifically state the Banks Wetland is “all that remains of an estimated 10,000 acres of willow swamp/marsh that occurred on poorly drained Labish, Semiahmoo, and Wapato soils.” Moreover, the finding from the refinement plan concludes “biologists and the Nature Conservancy recommend protection of this site.”

Fishman Environmental Services, which conducted a wetland determination for this acquisition, provided a similar conclusion about the regional importance of the wetlands:

The site is ecologically significant since it has a unique wetland type representing the remnant 2 percent of Willamette Valley scrub-shrub swamp on organic soils present before Euroamerican colonization of the area in the 1850s (Appendix). The wetland serves as a refuge for an uncommon willow species (*Salix geyeriana* [Geyer’s willow]). The wetland provides excellent wildlife habitat and has been used for waterfowl hunting ... and provides fish habitat in Park Farms Creek. The wetland provides floodwater storage as well as water quality improvement by filtering agricultural runoff. The farmed portions of the wetland area provide opportunities for wetland enhancement, although the protection of the scrub-shrub swamp should be a prime directive in any wetland enhancement proposals.

(Kistner Farms, Inc. Property Wetland Determination, submitted by Fishman’s Wetlands Program Manager, C. Mirth Walker, November 1997.)

In addition to the wetlands, the Property contains approximately 154 acres of farmable and timbered uplands, agricultural outbuildings and a two-acre site with two dwellings. Grasses, cultivated wheat, and forests of Douglas fir and Oregon white oak dominate the upland areas. The Property is a former dairy farm that ceased operations about eight years ago. Since 1940 the Property has been managed, operated and resided on by Dallas Weber. Mr. Weber, who is 82 years old, still lives on the Property.

The Property has the potential to serve as a stand-alone regional park, providing passive natural-area recreational use with direct access to the Banks Wetland. Moreover, the 154 acres of upland provide hiking and picnic opportunities, along with scenic views of the surrounding valley and Mt. Hood. The site is considered to have very significant potential for environmental education on a regional scale.

UNUSUAL CIRCUMSTANCES

There are five unusual circumstances regarding the transaction for which Council approval is sought:

- One condition of sale is that Metro names the wetland portion of the Property in honor of the Killin family, who are early Oregon pioneers and ancestors of the Kistners.
- The contracted purchase price is above Metro’s appraised value.

- Dallas Weber, the current occupant of the Property, would obtain a rent free 10-year lease (with option to renew for another 10 years) in the existing dwellings and surrounding curtilage.
- Kistner Farm previously granted a lease for duck hunting rights on the Property to the Wedgwood Duck Club from October 2001 to mid-February 2002.
- An underground home-heating oil tank formerly located in the vicinity of the farm residence leaked into surrounding soils. The oily soil will be removed and remediated to comply with DEQ certification standards. There are also minor encroachments on the Property, which are not deemed to be "unusual circumstances" as they do not materially affect value or impair the Property's use as open space. This issue is addressed in the Outstanding Questions section below. Each circumstance is further discussed below.

Naming of Wetlands

Members of the Kistner family have owned the Property for four generations. Frank B. Kistner III is the current president of Kistner Farm, Inc. His grand mother Letitia was the daughter of Benton Killin. Benton Killin was three years old when he arrived in the Oregon Country via covered wagon in 1845 with his mother and father. The Killin's were well-respected early settlers. Benton Killin was perhaps the most illustrious of the Killins. He purchased the Property in 1872. The Oregonian praised him as being "a prominent Oregon attorney" and one of Oregon's oldest pioneers and Portland's most respected citizens." (Attachment 1) He was a real estate lawyer, who, according to his longtime partner J.C. Moreland, had "no superior in the state." In addition to a successful legal career, Benton Killin "took great interest in agricultural matters and devoted much attention to his farm in later years." This reference to his farm is undoubtedly regarding the subject Property. The public road bordering the northwest corner of the Property still bears the Killin name. Moreover, after retiring from his law practice, Benton Killin served as a Regent of the Oregon Agricultural College (now Oregon State University) for nine years. He also was appointed by President McKinley to serve as a special agent for the U.S. Department of Agriculture to investigate the agricultural potential of Alaska. In the fall of 1897, Benton Killin traveled to Washington D.C. to personally present his report to the President. After his term ended as Regent, Benton Killin became a Trustee of Pacific University, where he served until his death in 1905. He also served one term as president of the Oregon Pioneers Society.

Since the Killin name is deeply tied to the Property, of historic significance, and worthy of recognition, the Kistner family requests Metro to officially name the wetlands on the Property the "Killin Wetlands." The naming of the wetlands shall also include the posting of one or more interpretive sign(s) on the Property. Although it is understood that Metro would have no obligation to install such signage until the time the site is master planned and made available for public use. It is further desired that the "Killin Wetlands" shall be prominently displayed on maps and brochures (if any) that Metro may prepare related to the Property. The naming issue is a condition of sale for Kistner Farms.

The Kistner's request falls within the purview of Metro's Policy for Naming of Facilities, under Metro Code 2.16.010 et seq. Individual parts of a Facility owned by Metro may be named through resolution of the Metro Council. 2.16.020(e). A park or open space constitutes a "Facility" for naming purposes, and individual parts of the open space Facility, for example the wetland portion of the subject Property, may be named after living or deceased persons. 2.16.020(a), (e).

Generally, a name of a Facility or part of a Facility shall identify the Facility's function and purpose, e.g., the Oregon Convention Center. 2.16.020(b). However, when it is "practical and advisable," the Council may also justify naming a Facility or part of a Facility based on "ownership," "location," "or the contribution of effort made by a person or persons toward its ... acquisition." 2.16.020(b). Considering the foregoing historical discussion, naming the wetlands after the Killin family would be consistent with Metro policy.

Valuation

Over the last five years, Metro has negotiated with Kistner Farm to purchase the Property. The Property has not been on the market, and the decision to sell was a difficult one for the Board, which advises the family corporation that controls the site. Through these lengthy negotiations, a price and terms were finally agreed to in August 2001. The lowest purchase price at which the landowner will agree to sell is above appraised fair market value. In April 2001, Metro had an appraisal performed on the Property. In valuing the Property, the appraisal divided the Property into acres of farmable uplands, farmable bottomlands, non-farmable wetland, and dwellings/homesites. The farmable upland portion contains some merchantable timber that was not considered in the April 2001 appraisal. This timber value was recently re-appraised. The appraised value of timber plus the amount in the April 2001 appraisal is 9.3% below the contracted purchase price.

Dallas Weber Lease

Mr. Weber, the long-time caretaker of the Property, would like to remain living on the Property in the western residence as set forth in the site map of the Purchase and Sale Agreement. (Attachment 2) Mr. Weber would have a lease-hold over this 1.5-acre portion of the Property as outlined on the site map. Prior to the expiration of the lease, Mr. Weber may renew this lease for an additional ten-year term, upon written notification. Mr. Weber would be allowed to remain on the premises without paying rent. In exchange for granting Mr. Weber this lease agreement, Metro would receive the benefit of a having constant presence on the Property by one who is intimately familiar with the Property. At 7,100 acres, and growing, it is an ongoing challenge for the Parks and Greenspaces Department staff to find creative solutions to effectively monitor the activities and conditions of the properties Metro owns. The management and occupation of residences pose particular operations and maintenance challenges for the Department. The lease scenario will provide a savings to Metro of staff time and incidental costs. Mr. Weber's continued occupancy of the Property through the lease is another condition of sale for Kistner Farm. Mr. Weber's long history with the site and surrounding community, and "institutional knowledge" of the site, are considered to be of great benefit to Metro.

Hunting Lease

The Wedgwood Duck Club has an existing lease for hunting rights on the Property for this coming hunting season, from October 2001 to mid-February 2002. The actual dates correspond to the hunting season dates are set by the Oregon Department of Fish and Wildlife. The hunters vary from six to eight per year and pay \$150 per gun. The lease allows the club to hunt only two days a week. The club has hunted on the Property for about three generations. In the process, they have helped improve the bird habitat by erecting and maintaining wood duck boxes on the Property. According to Steve Molator, club spokesperson, the wetland is not productive for hunting until December, so the club uses the Property a total of about 10 days. The current lease would be honored through February 2002, but not renewed, consistent with the policy set forth in metro Code section 10.01.160, which forbids hunting on Metro property.

Environmental Issue

Metro performed a Phase I Environmental Assessment of the Property, which revealed the presence of a leaking home-heating oil underground storage tank. While Kistner Farm subsequently removed the tank, the oily soil was neither removed nor an Oregon Department of Environmental Quality (DEQ) certification of the cleanup obtained. The Agreement of Purchase and Sale between Metro and Kistner Farms provides that the environmental condition of the Property must be acceptable to Metro in its sole discretion before Closing may occur. Kistner Farm has authorized Metro to remediate the contamination related to the tank on the Property prior to Closing. Metro has hired a contractor to conduct soil removal and backfill, called a "pocket closure." This cleanup will be done to DEQ certification standards.

FINDINGS

Acquisition of this Property with the above-stated terms is recommended based on the following:

- This Property lies in Tier I of the Jackson Bottom – Dairy/McKay Creeks target area refinement plan.
- Property is specifically targeted for acquisition as one of the stated goals in the Jackson Bottom – Dairy/McKay Creeks Target Area Refinement Plan.
- The site provides a rare opportunity to preserve a unique ecosystem in the Willamette Valley, which also provides excellent wildlife habitat, flood control, and water quality benefits in the Dairy Creek watershed.
- The size of the Property is suitable for a stand-alone regional park at some point in the future.
- The Killin name is deeply tied to the Property, of historic significance, and worthy of recognition by naming the wetland portion of the Property the "Killin Wetlands."
- It would be beneficial to Metro to have Dallas Weber remain on the Property for a period of years to ensure that the residence is occupied and maintained, to provide a constant presence on the Property, and a continuing with Mr. Weber's 60-year history as manager of the Property.
- The acquisition has strong support from the Nature Conservancy and other citizens and conservation organizations.
- The encroachment is not significant and will not affect Metro's ability to use the Property as open space, and should be exempted from the Easement Policy when resolved post-closing.
- The lease for hunting rights will have minimal impact on the conservation values of the Property due to the limited number of persons authorized to hunt under the lease and because the lease will terminate in February 2002.
- Due diligence staff has requested an environmental cleanup of contaminated soil on the Property from a previously removed leaking home-heating oil underground storage tank,

and this cleanup will be certified to Oregon Department of Environmental Quality standards post-closing.

- The Open Spaces Acquisition Committee met and recommended that the Property be purchased by Metro on conditions set forth in this staff report and those more specifically stated in the purchase and sale agreement.

BUDGET IMPACT

Bond funds would supply acquisition money. Land banking costs are expected to be minimal.

OUTSTANDING QUESTIONS

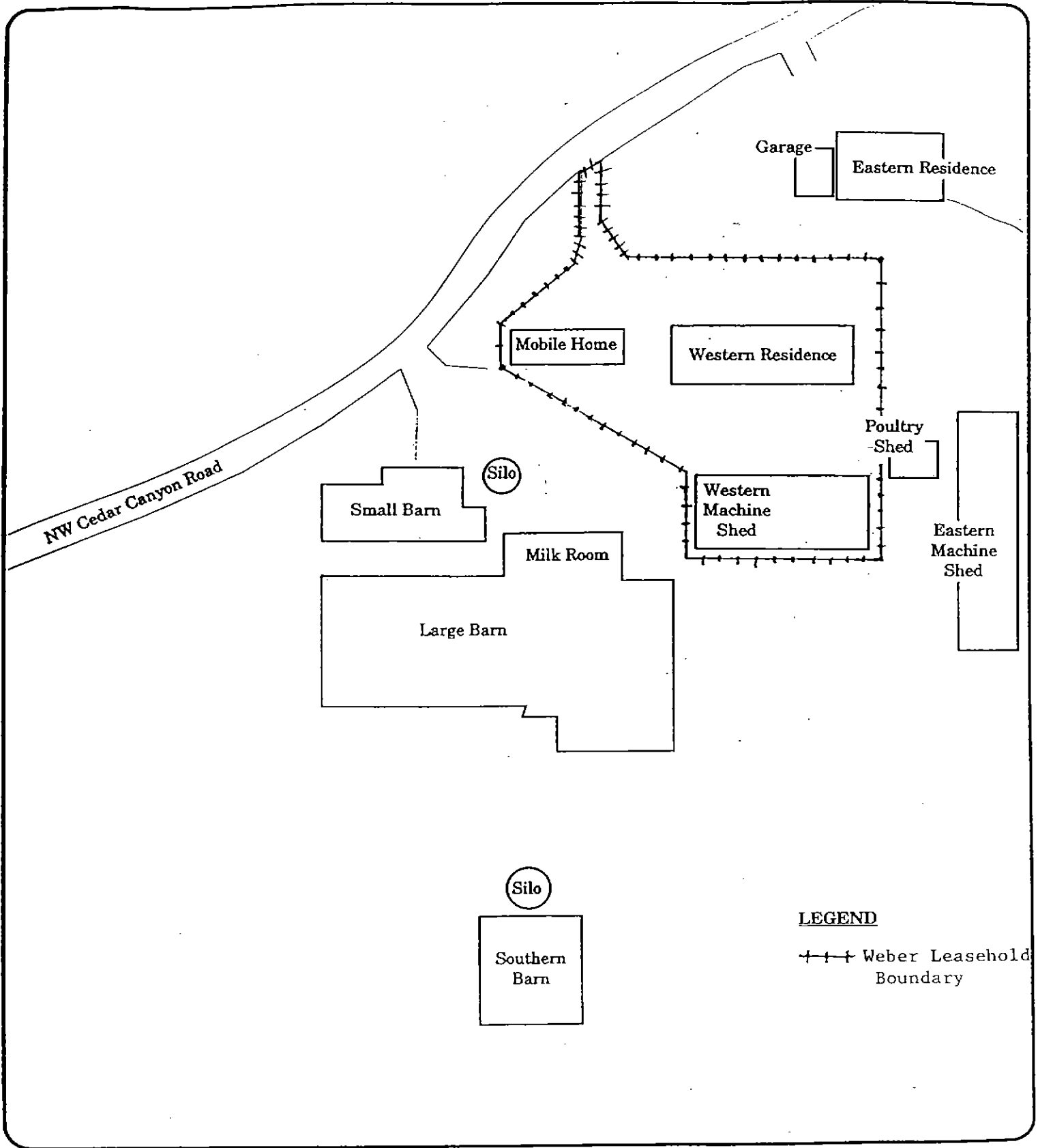
Exemption from Easement Policy

Metro's property boundary review revealed two notable encroachments by the owner of a neighboring farm. It appears that the neighboring farmer has been cultivating crops on portions of the Property, totaling no more than one acre, for a significant period of time. These encroachment areas may already have been lost due to their adverse possession by the neighbor, under ORS Ch. 105. As of the date of this report, Metro's due diligence staff has requested a complete survey of the Property. Staff will work with the adjacent landowner to resolve the encroachment issue, but the process could take longer than the time remaining in the closing period. Therefore, staff requests that Council approve the resolution of this issue post-closing, via quitclaim, easement, license, or otherwise, without requiring that such action goes through the Easement Policy (Resolution No. 97-2539B), which generally applies to post-closing requests for easements on Metro park property. This encroachment is not considered material from any perspective – financial, biological or future access.

In accordance with the Open Spaces Implementation Work Plan adopted by Metro Council, the Open Spaces Acquisition Committee met and recommended that the Property be purchased by Metro on these terms and those stated in the Purchase and Sale Agreement.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 01-3105.



	WEBER LEASE	Site Map	
		Exhibit B-4 of 4 Rental Agreement- Weber Lease	

BENTON KILLIN DIES

Passes Away After Lingering Illness of a Year.

Oil point
WAS AN HONORED PIONEER

Rise of Prominent Oregon Attorney Was Closely Associated With Development of the State and the Northwest.

MAY 27 - 1905

After a lingering illness of more than a year, Benton Killin, one of Oregon's oldest pioneers and Portland's most respected citizens, passed away at his home at Thirteenth and Columbia streets yesterday afternoon shortly after 1 o'clock. Mr. Killin had been failing in health for many months, and though confined to his bed but for a few days, his death was not entirely unexpected.

Mr. Killin's rise in life has been closely associated with the progress and development of the Northwest. He came to Oregon when but a child, and grew up with the State. A sketch of his career and tribute to his memory has been prepared by his law partner, J. C. Moreland.

Benton Killin was born in Des Moines, Ia., on August 5, 1842. When only 3 years of age his parents crossed the plains and settled on a homestead on Butte Creek, in the south end of Clackamas County. His father was of



The Late Benton Killin.

Scotch-Irish descent, a strong, stalwart, honest man. His farm was a good one and he had it well cultivated, and to the hosts of immigrants that came in his vicinity in the year 1852, particularly, his assistance and kindness were such that they never forget him. He died many years ago on the old homestead. His mother, Mrs. Frances Killin, now over 90 years old, resides with her old-

On the farm of his father, Benton Killin lived, performing his duties until he was when he struck out from home to fight battles for himself.

Toiling on a farm in the Summer and attending Willamette University in the Winter until the Spring of 1861, his health gave way and he went into the Idaho mines, where he remained for a year recovering his strength. In 1862, with that loyalty and patriotism which was a strong characteristic of his, he entered the Army, and for three years he served faithfully in the First Oregon Cavalry, enduring without a murmur the dangers and hardships of a soldier's life to serve the country he loved so well.

On leaving the Army in 1865 he entered Pacific University, at Forest Grove, where he succeeded in taking a two years' course in one year, by diligence and hard work. He then began the study of law with Johnson & McCown, at Oregon City, supporting himself by teaching a term of school in the Winter and serving the people of that county as School Superintendent for two years.

In 1867 he was admitted in the Supreme Court to practice law and entered upon his life work. For two years he practiced at Oregon City and achieved such success that he was offered a partnership with the firm of Logan & Shattuck, one of the leading law firms of the state, where he commenced on the first day of January, 1870. For 20 years, with all the diligence that a man could possess, he pursued his profession. He remained with the firm of Logan & Shattuck, and with Judge Shattuck many years. For a short time he was in partnership with the late Judge Catlin, afterward with J. C. Moreland, Judge M. C. George and W. E. Thomas.

As a lawyer he was industrious, painstaking and learned in every case he undertook. Whatever he did he did with whole-souled earnestness. His judgment in matters of law, as well as of fact, was most excellent, and his standing at the bar was in the very front rank. While he was fair in his conduct of a case, he was always alert and faithful. He never sought to maintain a false position, and he was always treated with respectful attention by whatever court he appeared before. As a land lawyer, and to that branch he paid most of his attention, he had no superior in the state.

In 1892 he retired from active business owing to the giving way of his health. Since then he has lived a useful member of the community, taking an interest in the affairs of life and doing whatever he could to up-build the city and state. For nine years he served as regent of the Agricultural College and was largely instrumental in building up that institution.

A year ago, on his retirement from the Agricultural College, he was appointed one of the trustees of the Pacific University at Forest Grove, of which he was an honored member at his death.

He served one term as president of the Oregon Pioneers and was always much interested in their society.

He took great interest in Agricultural matters and devoted much attention to his farm in later years.

In 1897 he was appointed by President McKinley to make a report on the agricultural prospects of Alaska and spent four months in that territory making a report, which was well received by those in authority in the Agricultural Department.

On July 27, 1873, Mr. Killin was married to Miss Harriet Burnett Hoover, daughter of an old pioneer, who with two children, a son, Thomas B. Killin, and a daughter, Letitia Estelle Killin, who are grown to manhood and womanhood, survive him. To them his loss is simply irreparable. He was a kind, true, loving husband and father and to them the sympathy of his many friends throughout the state will go.

He was essentially a home-loving man, and when not absent on business was always with his family. Lonely, indeed, will be that home now that he is gone.

On December 27, 1865, he was made a master Mason in Holbrook Lodge, at Forest Grove, where he retained his membership until death. And on next Sunday his brethren of that lodge will lay him to rest with their beautiful ceremonies.

It has been my privilege to know Mr. Killin for more than 50 years, the most of that time most intimately. On the farm, in the country district school, reading law and practicing law we have been most closely associated, and during all that time no shadow ever came between us. He was kind, just, truthful and honest. His word was as good as that of any man I ever knew. To his friends, he was a delightful companion, always ready to assist them and to them he was bound by the strongest of ties. He was faithful to all his obligations, generous to those who needed help and many young men have cause to reverence his memory for his kindly, helpful assistance. He believed in the gospel of hard work and honest dealing. He hated shame and frauds of all kinds, and for those who he thought were practicing them he had no mercy.

For the past three years he was a great sufferer. Disease had fastened its fangs upon him and bore him steadily down. He made