

BEFORE THE METRO COUNCIL

AUTHORIZING THE CHIEF OPERATING OFFICER) RESOLUTION NO. 08-3924
TO ENTER INTO AN INTERGOVERNMENTAL)
AGREEMENT WITH CLACKAMAS COUNTY) Introduced by Chief Operating Officer
REGARDING THE PURCHASE AND) Michael J. Jordan, with the concurrence of
MANAGEMENT OF CERTAIN PROPERTY IN THE) Council President David Bragdon
CLACKAMAS RIVER TARGET AREA UNDER)
THE 2006 NATURAL AREAS BOND MEASURE)

WHEREAS, at the general election held on November 7, 2006, the voters of the Metro region approved the 2006 Natural Areas Bond Measure, authorizing Metro to sell \$227.4 million in general obligation bonds to fund natural area acquisition and water quality protection;

WHEREAS, the Clackamas River Bluffs and Greenway Target Area was identified in the 2006 Natural Areas Bond Measure as one of 27 regional target areas for land acquisition;

WHEREAS, on September 13, 2007, the Metro Council adopted Resolution No. 07-3846 "Approving The Natural Areas Acquisition Refinement Plan For The Clackamas River Bluffs and Greenway Target Area" authorizing the Chief Operating Officer to acquire properties in the Clackamas River Bluffs and Greenway Target Area consistent with the Council-approved Acquisition Parameters and Due Diligence Guidelines of the Natural Areas Implementation Work Plan;

WHEREAS, the Oregon Department of Transportation ("ODOT") is the owner of a parcel approximately 17 acres in size, located on Highway 224, commonly known as Carver Curves (the "Property"). The Property is located along the Clackamas River and has been identified as a Tier 1 acquisition priority in the Clackamas River Bluffs and Greenway Target Area;

WHEREAS, Metro staff has entered into an agreement with ODOT to purchase the Property in accordance with the Acquisition Parameters and Due Diligence Guidelines of the 2006 Natural Areas Program Implementation Work Plan;

WHEREAS, due to potential expenses, risks, and liabilities associated with ownership and management of the Property, Metro does not wish to own or manage the Property;

WHEREAS, Clackamas County desires to take title to the Property and assume all ownership obligations associated therewith, including without limitation all day-to-day management and security responsibilities; and

WHEREAS, Metro desires to enter into an intergovernmental agreement with Clackamas County whereunder (1) Metro will use best efforts to acquire the Property from ODOT in accordance with the Acquisition Parameters and Due Diligence Guidelines of the 2006 Natural Areas Program Implementation Work Plan, (2) following Metro's acquisition of the Property, Metro will convey the Property to Clackamas County via bargain and sale deed, which deed will contain a restrictive covenant limiting use of the Property, in perpetuity, to natural area, open space, park, and trailhead purposes, (3) upon transfer of the Property to Clackamas County, Metro will have no further ownership responsibilities for the Property, (4) Clackamas County will cooperate with Metro to create a stabilization

plan for the Property, and (5) Clackamas County will cooperate with Metro should it ever create or adopt a management plan for the Property. The proposed form of intergovernmental agreement is attached hereto as Exhibit A; now therefore

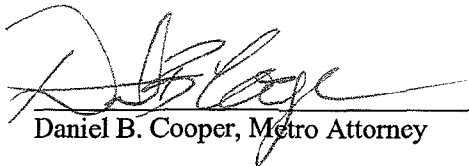
BE IT RESOLVED that the Metro Council hereby authorizes the Chief Operating Officer to enter into an intergovernmental agreement with Clackamas County in substantially the form attached hereto as Exhibit A.

ADOPTED by the Metro Council this 10th day of April, 2008.

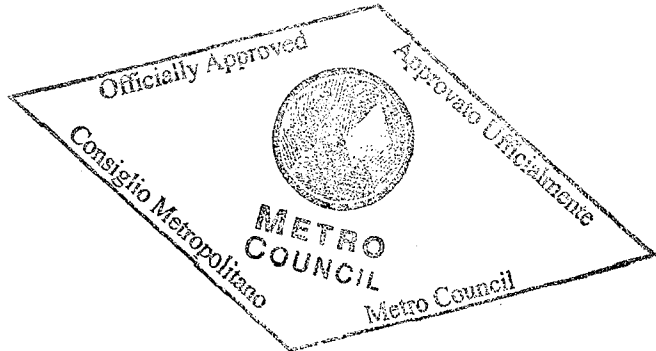


David Bragdon, Council President

Approved as to Form:



Daniel B. Cooper, Metro Attorney



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is by and between Metro, an Oregon municipal corporation, located at 600 Northeast Grand Avenue, Portland, Oregon, 97232-2736 (“Metro”), and Clackamas County, located at 9101 SE Sunnybrook Blvd, Clackamas Oregon 97015 (the “County”). This Agreement shall be effective on the last date of signature indicated below.

RECITALS

WHEREAS, Metro and the County have agreed to cooperate to acquire approximately 16.23 acres of property fronting on the Clackamas River located on Highway 224, 0.7 miles east of SE 197th, Carver, Oregon 97015, commonly known as “Carver Curves,” and more specifically identified in the attached Exhibit A (the “Property”).

WHEREAS, Metro and the County wish to preserve the Property as a natural area and park in accordance with the Metro Natural Areas Bond Measure and the Metro Greenspaces Master Plan;

WHEREAS, Metro will attempt to purchase the Property, which was identified as a priority in the Clackamas River Target Area, using funds from the Natural Areas Bond Measure, 2006 Metro Ballot Measure 26-80 (“Metro Natural Areas Bond Measure”), approved by the voters on November 7, 2006;

WHEREAS, following the acquisition of the Property by Metro, Metro desires to convey to the County and the County desires to accept from Metro fee simple title to the Property subject to a restrictive covenant limiting future use of the Property to use as a natural area, park, or related public recreational use in perpetuity; and

WHEREAS, in accordance with ORS 190.010, et seq, Metro and the County wish to enter into this Agreement to provide for the responsibilities and obligations of the parties with respect to the acquisition, ownership, allowable uses, management, maintenance, and operation of the Property.

AGREEMENT

Now, therefore, in consideration of the mutual agreements and promises herein, the parties agree as follows:

- 1. Property Acquisition and Due Diligence.** Metro shall use best efforts to acquire the Property in accordance with the Acquisition Parameters and Due Diligence Guidelines of the 2006 Natural Areas Program Implementation Work Plan. The County shall be named as a co-client on the Phase 1 environmental site assessment obtained by Metro. Metro will make available to the County, upon request, any due diligence materials within Metro’s possession.

2. **Acquisition, Due Diligence, and Closing Costs.** The purchase price for the Property, all due diligence expenses (including any professional reports obtained), and all costs associated with closing shall be paid by Metro from the proceeds of the 2006 Natural Areas Bond Measure.
3. **Property Ownership.** Immediately following Metro’s acquisition of the Property, Metro shall convey to the County fee title to the Property. The conveyance to the County shall be in the form of a restricted bargain and sale deed that limits the use of the Property, in perpetuity, to use as a natural area, park, or related public use. The agreed upon form of bargain and sale deed is attached hereto as Exhibit B (the “Restricted Deed”).
4. **Management, Maintenance, and Operation of the Property.** Upon acceptance of the Restricted Deed, the County, as owner of the Property, shall have sole responsibility for the Property, including without limitation the ongoing management, maintenance, security, and operation of the Property. Such ownership obligations shall be carried out in accordance with the terms of the Restricted Deed and this Agreement. Without limiting the generality of the forgoing, the County agrees that:

4.1 Property’s Natural Resources. The Property shall be managed, maintained, operated, and protected with the primary goals being protection of the Property’s natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing. Metro staff shall work with the County before and immediately following the County’s acceptance of the Restricted Deed to create a natural resources plan for the Property, which plan will outline a three-to-five-year strategy to enhance the ecological structure and functions on the Property including vegetation, wildlife and hydrology. The County shall use its best efforts to carry out the natural resources plan using its own financial and staffing resources, volunteers, and/or by seeking available grant funding.

4.2 Management of Public Use, Master Plan or Management Plan. Amenities such as garbage receptacles and seasonal restrooms shall be provided by the County on the Property for the purpose of managing public use and minimizing the impact of public use on the Property’s natural resources. If a management plan is created during the term of this Agreement, the County shall (a) consult with Metro as a major stakeholder in such plan and (b) work with a Metro staff member, designated by the Metro Parks and Greenspaces Department Director, through the planning process to develop such plan. A management plan is any plan that sets forth the acceptable management, operation, maintenance, trail standards, improvement standards, and public access and use for the Property (“Management Plan”). If the County believes that an improvement, trail, or alteration of any water or timber resource on the Property is necessary prior to adoption of a Management Plan, Metro shall have the right to comment on such action prior to its occurrence and the County shall provide Metro 60 days advance written notice of its intent to commence such action.

4.3 Signage. The County shall install additional on-site signage, provided by Metro, stating that funding for the acquisition came from 2006 Metro Natural Areas Bond

Measure proceeds. The County also shall document in any publication, media presentation, or other presentations that the acquisition of the Property was paid for with proceeds from the 2006 Metro Natural Areas Bond Measure. All signage shall be consistent with Metro recognition guidelines for Open Spaces/Natural Areas Projects, which guidelines are attached hereto as Exhibit C.

5. **Term.** This Agreement shall be in effect until April 3, 2027, unless modified or terminated as provided herein.
6. **Termination Due to Metro's Failure to Acquire the Property.** If Metro does not acquire the Property on or before June 30, 2009, then this Agreement shall automatically terminate.
7. **Joint Termination for Convenience.** Metro and the County may, by written agreement signed by both parties, jointly terminate all or part of this Agreement based upon a determination that such termination is in the public interest. Termination under this provision shall be effective as provided for under such termination agreement.
8. **Mutual Indemnification.** To the maximum extent permitted by law and subject to the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30, the County shall defend, indemnify, and save harmless Metro and Metro's 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, arising out of or in any way connected with the performance of this Agreement by the County or the County's officers, employees, or agents. To the maximum extent permitted by law and subject to the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30, Metro shall defend, indemnify, and save harmless the County and the County's 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, arising out of or in any way connected with the performance of this Agreement by Metro or Metro's officers, employees, or agents.
9. **Oregon Constitution and Tax Exempt Bond Covenants.** Metro's source of funds for the acquisition of the 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. The interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The County covenants that, during the term of this Agreement, it will take no action 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 the County breaches this covenant, Metro shall be entitled to whatever remedies are available at law or in equity to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

10. Oregon Law. The laws of the State of Oregon shall govern this Agreement, and both Metro and the County hereby submit to the jurisdiction of the courts of the State of Oregon.

11. Assignment. Neither party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party. Notwithstanding the forgoing, either party may delegate or subcontract for performance of any of its responsibilities under this Agreement.

12. Notices. All notices or other communications required or permitted under this Agreement shall be in writing to the address listed below, and shall be either (a) personally delivered (including by means of professional messenger service) or (b) sent by both electronic mail or fax and regular mail. Notices shall be deemed delivered on the date personally delivered or the date of such electronic or fax correspondence, unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Friday, in which case such notice shall be deemed delivered on the next following weekday that is not a holiday.

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

To the County: Clackamas County, Business and Community Services
Attn: Director
9101 SE Sunnybrook Blvd.
Clackamas, OR 97015

13. Severability. If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision of this Agreement 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.

14. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the Property. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

CLACKAMAS COUNTY

METRO

By: _____
Print Name: _____
Title: _____

Michael Jordan, Chief Operating Officer

Date: _____

Date: _____

Legal Description

A portion of Section 21, Township 2 South, Range 3 East of the Willamette Meridian, described as follows:

Beginning at the North one-quarter corner of Section 21, Township 2 South, Range 3 East of the Willamette Meridian; thence South along the North and South one-quarter line through said Section 21, a distance of 1224 feet to an iron pipe 30 feet North of the Center of Market Road Number 7; thence South 84°07' East 183.55 feet to a pipe; thence South 16°19' East 846.66 feet to a pipe; thence South 81°25'30" West 300 feet to a pipe; thence North 75°39'30" West 450 feet to a pipe on the right bank of the Clackamas River which is the true point of beginning of the tract herein described; thence continuing down stream along the right bank of the said river 915 feet more or less to the center of the mouth of a spring creek emptying into the Clackamas River; thence North 70 feet more or less to a pipe; thence North 8°19' West 29.6 feet to a pipe in the Southerly right of way line of said Market Road; thence Easterly along said right of way line 850 feet more or less to a point (from which a stake bears North 16°19' West 12.5 feet); thence South 16°19' East 413 feet more or less; thence South 30°06' West 177.75 feet to the true point of beginning;

ALSO, beginning at an iron pipe in the South line of said Market Road Number 7 at the Northwest corner of the parcel last above described; thence Westerly along the South line of said Market Road Number 7, 75 feet; thence Southeasterly 85 feet more or less to a point in the Westerly line of the parcel above mentioned; thence Northerly 22 feet more or less, to the point of beginning.

ALSO, beginning at the North one-quarter corner of Section 21, Township 2 South, Range 3 East of the Willamette Meridian, thence South 1224 feet to a pipe on the North and South one-quarter line through said Section 21, which pipe is 30 feet North of the center of Market Road Number 7; thence South 84°07' East 183.55 feet to a pipe, being the true point of beginning of the tract herein described; thence South 16°19' East along Dr. Besson's West line 897 feet, more or less to the right bank of the Clackamas River; thence down stream along said right bank 750 feet, more or less to a point (from which a pipe bears North 30°06' East 25 feet); thence North 30°06' East 25 feet to a pipe; thence North 30°06' East 177.75 feet; thence North 16°19' West 413.00 feet, more or less to the Southerly right of way line of said Market Road; thence Easterly along said right of way line 570 feet, more or less to Dr. Besson's West line and the true point of beginning of the tract herein described.

ALSO a parcel of land 50 feet by 50 feet in size, lying North and adjacent to Market Road Number 7, at a point 1725 feet East and 1385 feet South of the Northwest corner of said Section 21, on which parcel a spring is located, together with the exclusive right to use and appropriate the water that supplies the aforesaid spring.

EXCEPTING THEREFROM a strip of land 24 feet in width lying Southwesterly of and adjoining the Southwesterly right of way line of the Clackamas Highway.

Form of Deed

After recording return to, and until a change is requested, all tax statements shall be sent to:

Clackamas County
Business and Community Services
Attn: County Parks
9101 SE Sunnybrook Blvd
Clackamas, OR 97015

STATUTORY BARGAIN AND SALE DEED

Metro, an Oregon municipal corporation (“Grantor”), conveys to Clackamas County (“Grantee”), the real property located in the County of Clackamas, State of Oregon, legally described on the attached Exhibit A (“Property”).

This conveyance is made on the express condition that Grantee, its successors and assigns shall use the Property only for natural area open space, and that Grantee, its successors and assigns shall maintain the Property in its natural state in perpetuity; provided however that Grantee, its successors and assigns may use an area of the Property no larger than two acres in size for general park uses. If the Property is ever used for a purpose other than as described in the preceding sentence, or if Grantee, its successors or assigns fails to maintain the Property primarily in its natural state, Grantor, its successors and assigns may reenter and terminate the estate hereby conveyed.

The true and actual consideration for this conveyance is \$0.00.

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. 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.

Dated this ____ day of _____, 2008.

METRO

By: _____
Michael Jordan, Chief Operating Officer

State of OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2008
by Michael Jordan as Chief Operating Officer of Metro.

Notary Public - State of Oregon

This conveyance is approved as to form and content and accepted by Clackamas County.

CLACKAMAS COUNTY

By: _____

Name: _____

Title: _____

Date: _____

State of OREGON

County of _____

This instrument was acknowledged before me on _____, 2008

by _____ as _____ of Clackamas County.

Notary Public - State of Oregon

Metro Signage and Funding Recognition Policy

As provided in this document, the County shall recognize that funding to acquire a Property was provided from the Metro 2006 Natural Areas Bond Measure. Such recognition shall be included in and on on-site documentation (e.g. signs), any published final products and visual presentations, web site information, collateral materials, newsletters, and press releases.

Signage shall be installed at the Property in prominent and highly visible locations near each primary public access point or viewing access area (but not located in a manner that would have a detrimental impact on any natural area viewshed) to acknowledge Metro's funding of acquisition of the Property. Signage shall be either:

- a) A standard, free-standing sign provided by Metro, which Metro shall make available to the County upon request; or
- b) Inclusion of Metro's logo and script in other signage, with Metro's logo and script of a size equal and comparable to the size of the County's logo and script. Metro shall make its graphics available to the County upon request.

If the Property is ever opened to the public and the County plans and holds any community/media events to publicize the Property, the County agrees to provide the Metro Natural Areas Program Manager with written notice of any such event at least three weeks prior to the scheduled event in order to coordinate with and allow for participation by Metro staff and elected officials, and appropriate recognition of the source of funding for acquisition of the Property.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 08-3924, AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY REGARDING THE PURCHASE AND MANAGEMENT OF CERTAIN PROPERTY IN THE CLACKAMAS RIVER TARGET AREA UNDER THE 2006 NATURAL AREAS BOND MEASURE

Date: April 10, 2008

Prepared by: Kathleen Brennan-Hunter

BACKGROUND

Metro staff has entered into an agreement with the Oregon Department of Transportation (“ODOT”) to purchase 17 acres of property in the Clackamas River Bluffs and Greenway Target Area, which property is commonly known as “Carver Curves” and is more specifically identified on Exhibit A attached to the resolution (the “Property”). The Property is located along the Clackamas River and has been identified as a Tier 1 acquisition priority in the Clackamas River Bluffs and Greenway Target Area.

The Property is situated in the area of the Clackamas River known as Fisherman’s Bend. Fisherman’s Bend is well-known for its potential as a wetland and juvenile salmon rearing habitat. During high water events, the Clackamas River flows into the wetland complex. The Property is dominated by ash, willow and cottonwood forested wetland around a maturing upland conifer forest. Invasive species such as English Ivy, Japanese Knotweed, Himalayan blackberry and Reed canary grass are also present and the Property would benefit significantly by managing these invasive species and restoring native plant communities.

In March 2007, funded by PGE’s Salmon Fund, Three Rivers Land Conservancy (TRLIC) and the Clackamas River Basin Council (CRBC) teamed up to do a preliminary study of the side channel, tributary streams and wetland habitats associated with the Fisherman’s Bend site. The study concluded that the ODOT Carver Curves property contains a perennial creek and wetland system that potentially could provide rearing habitat for juvenile salmon. Restoration will be needed in order for the system to provide high quality rearing habitat.

The Property is popular with river users, particularly in the summer months, so there are expenses, risks, and liabilities associated with ownership and management of the Property. Metro does not desire to own fee title to the Property, however, Clackamas County wants to take title to the Property and assume all ownership obligations associated therewith, including without limitation all day-to-day management and security responsibilities.

This resolution requests authorization for Metro to enter into an intergovernmental agreement with Clackamas County (the “IGA”), which agreement will provide as follows:

- 1) Metro will be obligated to use best efforts to purchase the Property from ODOT in accordance with the Acquisition Parameters and Due Diligence Guidelines of the 2006 Natural Areas Program Implementation Work Plan; and
- 2) Immediately following Metro’s acquisition of the Property, Metro will convey to Clackamas County fee title to the Property, provided that (a) the conveyance will be in the form of a

restricted bargain and sale deed that limits the use of the Property, in perpetuity, to use as a natural area, park, or related public use and (b) Clackamas County assumes all restoration, rehabilitation, management, maintenance, security, and operation responsibilities for the Property.

The proposed form of IGA is attached as Exhibit B to the resolution.

There is precedent for Metro using regional bond measure funds to purchase land it intends for a local park provider to own, restore, and manage. In 2005, Metro entered into an agreement with Portland General Electric to purchase certain property located on NW Yeon Avenue in the Forest Park Target Area (the “Yeon Property”). Due to potential environmental liabilities associated with the Yeon Property, Metro did not wish to take fee title to the Yeon Property. By Resolution No. 05-3528 (“For the Purpose of Authorizing the Chief Operating Officer to Contribute Towards the Purchase of Property by the City of Portland in the Forest Park Target Area”), the Council authorized Metro to pay the purchase price and closing costs associated with the acquisition of the Yeon Property by the City of Portland. The Council’s authorization was based on the following conditions:

- 1) The deed from which the City of Portland took title to the Yeon Property limited its use to open space, park, and trailhead purposes;
- 2) The City of Portland and Metro entered into an intergovernmental agreement whereunder the City of Portland was obligated to (a) restore, rehabilitate, and manage the Property and (b) include Metro Council in the master planning and development of the Yeon Property.

Acquisition of the “Carver Curves” Property with regional bond funds is recommended because it will ensure long-term protection of a unique riparian and wetland resource area, and will meet the goals and Tier I objectives set forth in the Clackamas River Bluffs and Greenway Target Area Refinement Plan. Conveyance of the “Carver Curves” Property to Clackamas County is also recommended because it will free Metro from the anticipated expenses and liabilities that arise from ownership and day-to-day management of the Property

ANALYSIS/INFORMATION

1. Known Opposition

None.

2. Legal Antecedents

Resolution No. 06-3672B, “For the Purpose of Submitting to the Voters of the Metro Area a General Obligation Bond Indebtedness in the Amount of \$227.4 Million to Fund Natural Area Acquisitions and Water Quality Protection,” was adopted on March 9, 2006.

The voters’ approved Metro’s 2006 Natural Areas Bond Measure at the general election held on November 6, 2006.

Resolution No. 07-3766A “Authorizing the Chief Operating Officer to Purchase Property With Accepted Acquisition Guidelines as Outlined in the Natural Areas Implementation Work Plan,” was adopted by the Metro Council on March 1, 2007, and established the Acquisition Parameters and Due Diligence Guidelines for the purchase of properties as part of the 2006 Natural Areas Bond Program.

Resolution No. 05-3528, “Authorizing the Chief Operation Officer to Contribute Towards the Purchase of Property By the City of Portland in the Forest Park Target Area” was adopted by Metro Council on January 13, 2005.

3. **Anticipated Effects**

Assuming that no unusual circumstances arise, Metro will pay the due diligence expenses, the purchase price, and the closing costs to acquire the Property from ODOT. ODOT will convey the Property to Metro in accordance with the terms of the purchase and sale agreement entered into by the parties. Immediately following its acquisition of the Property, Metro will convey to Clackamas County fee title to the Property. The deed given to Clackamas County will contain a perpetual restriction on the Property prohibiting that the Property from being used for any purpose other than a natural area, open space, park, or trail area.

4. **Budget Impacts**

The Property will be purchased utilizing 2006 Regional Bond proceeds. Stabilization, restoration, and management costs will be borne by exclusively by Clackamas County pursuant to the terms of the IGA.

RECOMMENDED ACTION

The Chief Operating Officer recommends passage of Resolution No. 08-3924.