

BEFORE THE METRO COUNCIL

AUTHORIZING THE CHIEF OPERATING OFFICER) RESOLUTION NO. 09-4082
TO ENTER INTO AN INTERGOVERNMENTAL)
AGREEMENT WITH THE CITY OF PORTLAND) Introduced by Chief Operating Officer
FOR MANAGEMENT OF NATURAL AREAS) Michael J. Jordan, with the concurrence of
Council President David Bragdon

WHEREAS, pursuant to 1995 Metro Ballot Measure 26-26 ("Metro Open Spaces Bond Measure") and 2006 Metro Ballot Measure 26-80 ("Metro Natural Areas Bond Measure"), Metro and the City of Portland (the "City") have acquired and will continue to acquire property within the City that Metro and the City wish to preserve as natural areas in accordance with both the Metro Greenspaces Master Plan and the Portland Parks and Recreation 2020 Vision Plan and Natural Area Acquisition Strategy;

WHEREAS, Metro and the City have agreed to manage these natural areas, herein after referred to collectively as the "Properties," with the primary goal being protection and enhancement of the Properties' natural resources and wildlife habitat;

WHEREAS, the City wishes to apply applicable City code provisions, regulations, and policies to the management of the Properties, and make capital investments in the Properties from time to time;

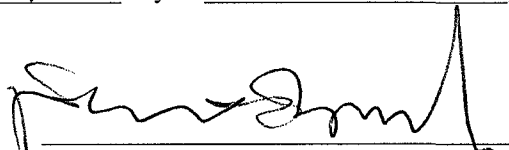
WHEREAS, in order to efficiently and cost-effectively manage the Properties within the City limits of Portland and deliver high-quality oversight and protection of same, Metro and the City have negotiated the intergovernmental agreement attached to this resolution as Exhibit A (the "IGA");

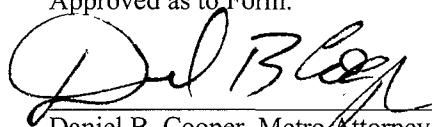
WHEREAS, the IGA supersedes any prior oral or written agreements or representations relating to management of the Properties, which are more specifically identified in Exhibit A to the IGA;

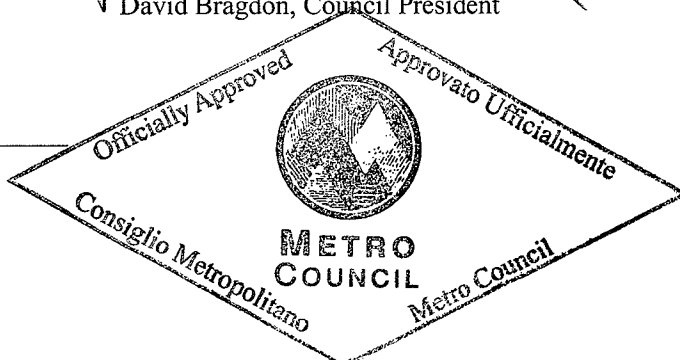
WHEREAS, the Portland City Council approved the IGA at its August 26, 2009 meeting; now therefore

BE IT RESOLVED that the Metro Council hereby authorizes the Chief Operating Officer to execute an intergovernmental agreement with the City of Portland, substantially in the form attached hereto as Exhibit A, to authorize the City of Portland to manage the Properties.

ADOPTED by the Metro Council this 22 day of OCTOBER, 2009


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 the City of Portland, located at 1120 SW 5th Avenue, Portland, Oregon 97204 ("the City"). This Agreement shall be effective on the last date of signature of a party, below (the "Effective Date").

RECITALS:

WHEREAS, pursuant to 1995 Metro Ballot Measure 26-26 ("Metro Open Spaces Bond Measure"), approved by the voters on May 16, 1995, Metro and the City have acquired property within the City that Metro and the City wish to preserve as open space in accordance with the Metro Open Spaces Bond Measure, the Metro Greenspaces Master Plan, and the Portland Parks & Recreation 2020 Vision Plan and Natural Area Acquisition Strategy;

WHEREAS, pursuant to 2006 Metro Ballot Measure 26-80 ("Metro Natural Areas Bond Measure"), approved by the voters on November 7, 2006, Metro and the City have and will acquire property within the City that Metro and the City wish to preserve as natural areas in accordance with the intent of the Metro Natural Areas Bond Measure, the Metro Greenspaces Master Plan and the Portland Parks & Recreation 2020 Vision Plan and Natural Area Acquisition Strategy;

WHEREAS, Metro and the City wish to manage the properties acquired pursuant to the Metro Open Spaces Bond Measure and the Metro Natural Areas Bond Measure to protect water, habitat, and to restore native species and therefore will enter into this Agreement to provide for the responsibilities and obligations of the parties with respect to the allowable uses, management, maintenance, operation and transfers of properties acquired in accordance with the provisions of this Agreement and

WHEREAS, the City wishes to apply applicable City code provisions, regulations, and policies to the management of such properties that the City becomes responsible for under this Agreement and to make capital investments in those properties from time to time;

Now, therefore, the parties agree as follows:

1. Properties To Be Managed Pursuant to this Agreement.

- 1.1 This Agreement shall be applicable to: (i) properties owned by Metro within the City of Portland that are identified on Exhibit A attached hereto and incorporated by reference herein; (ii) properties to be acquired by Metro within the City of Portland pursuant to the Metro Natural Areas Bond Measure, to the extent that Metro has notified the City that Metro wishes the City to manage a property and the City has accepted such responsibilities; and (iii) other properties owned by Metro within the City where Metro requests the City to manage such properties and the City accepts such responsibilities in

accordance with this Agreement. Such properties shall be collectively referred to herein as the "Properties," or individually as a "Property."

- 1.2 The City has managed Properties acquired by Metro pursuant to the Metro Open Spaces Bond Measure and the Metro Natural Areas Bond Measure by following the City Code, and the City's adopted policies, procedures, and plans (hereinafter, the "City Natural Area Management Framework"). Metro agrees that the existing City Natural Area Management Framework has been consistent with the intent of each of those Measures and with the Metro Greenspaces Master Plan. The City agrees to continue to manage the Properties, and any additional Properties for which the City has accepted management responsibilities, consistent with the intent of the Measures and with the Metro Greenspaces Master Plan.
 - 1.3 Metro will request City management of newly acquired natural areas or other Metro properties by providing to the City the form attached hereto as Exhibit B ("Notice of Acquisition or Potential Acquisition"), or a form substantially similar to Exhibit B. Metro will include relevant due diligence information that it believes the City does not possess, including, but not limited to planned stabilization work, property management information (if available), historic environmental hazard issues, and existing or likely assessments against the property.
 - 1.4 Not later than thirty (30) days after receiving Metro's Request to Accept Property Management Responsibility, the City shall provide to Metro written notification stating whether the City will accept management responsibility for the property in accordance with this Agreement. If Metro has informed the City that the closing date on acquisition of a property is less than thirty (30) days from the date the City receives Metro's Request to Accept Property Management Responsibility, then the City shall make a good faith best effort to provide Metro with such notification prior to the closing date for the acquisition. The City's written notification shall indicate whether the City has already adopted a specific park or natural area management plan that would be applicable to the property, with the name of the specific plan identified in the letter.
2. **Authority of the City Parks Director.** The City, by its approval of this Agreement, hereby delegates responsibility to, and authorizes the Director of the Portland Bureau of Parks and Recreation, or the Director's designee, (hereinafter the "City Parks Director") to act on behalf of the City under this Agreement, without any further approval or consent from City Council, unless said approval or consent is required in accordance with acquisition procedures adopted by City Council under Ordinance No. 181710 or amendments thereto.
 3. **Property Stabilization.** Prior to closing on its acquisition of a Property (as permitted by the prior landowner) and in the period immediately following closing on its purchase of a Property, Metro may take whatever actions it deems appropriate to stabilize Metro's ownership interest in a Property, at Metro's discretion, cost, and expense. Such stabilization activities may include construction, maintenance, or repair of facilities, projects, or improvements such as fences, gates, removal of invasive plants, and replanting of native

plants. Metro will consult with the City before taking such actions to ensure that the actions will not unreasonably affect the City's ongoing management responsibilities for the Property.

4. The City Shall Manage, Maintain, Improve, Secure, and Operate the Properties.

- 4.1 The City shall be responsible for the ongoing management, maintenance, security, improvements to, and operation of the Properties at all times, in accordance with the terms of this Agreement. The Properties shall be managed, maintained, operated, and protected in accordance with their intended use as natural areas, with the primary goals being protection of the Properties' natural resources and water quality, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing. The City's responsibilities shall include management, maintenance, security, and operation of any facilities, projects, or improvements (e.g. fences, gates, removal of invasive plants, replanting of native plants, etc.) made by Metro pursuant to Section 2 of this Agreement. By accepting management responsibility for the Properties, the City agrees to be responsible for funding the operation and maintenance of the Properties, including, but not limited to payment of taxes and assessments, with the City's own financial and staffing resources. Metro shall periodically review the Properties to ensure that their management is in accordance with this Agreement.
- 4.2 Subject to Metro's written approval, which will not be unreasonably withheld, the City shall have the authority to make capital improvements to the Properties; provided, however, that such improvements shall be consistent with the intended use of the Properties as described in Section 4.1 of this Agreement and consistent with an approved Management Plan (as described in Section 6 of this Agreement) for the Property where they are constructed. Acceptable improvements could include the construction of trails, trailhead facilities (including parking areas, restrooms, and signage), picnic facilities and shelters, and other similar improvements. Active-use recreation facilities, such as athletic fields or courts, recreation centers, swimming facilities, and other similar improvements, shall not be constructed on the Properties.
- 4.3 The City shall act in a timely manner to resolve nuisance complaints and mitigate threats to the resources of the natural area. If Metro is issued a nuisance notice for the Property by a governmental body with authority to issue a notice, Metro shall forward such notice to the City and the City will make a good faith effort to abate said nuisance in accordance with timeframes established in the nuisance notice or otherwise negotiate with the noticing authority to address the complaint in a manner satisfactory to such noticing authority.
- 4.4 Metro grants to the City, and to the City's agents and contractors, the right to enter the Properties for the purpose of performing all activities, including enforcement of the City's code and policies related to City Natural Areas, reasonably necessary for the management, maintenance, and operation of the Properties and for the fulfillment of the City's duties and responsibilities under this Agreement. Metro grants public access to the Properties only to the extent that said public access is consistent with public access

policies and procedures provided for in the City Natural Area Management Framework or in an approved park or natural resources management plan applicable to a Property.

- 4.5 The City shall be responsible for obtaining any authorizations or permits necessary for management, maintenance, security, and operation of the Properties. The City shall be responsible for contacting and coordinating with other local or state agencies regarding any and all management, maintenance, security, and operational issues that may arise with respect to the Properties. Metro will be consulted not fewer than thirty (30) days prior to the City applying for any development permit. Metro's acceptance of such permitting activity will be implied unless otherwise communicated in writing by Metro within twenty (20) days of such consultation.

5. Easements, Rights of Way, and Leases.

- 5.1. All requests for easements, rights of way, and leases on or affecting the Properties shall be submitted to and adjudicated by the majority owner of the Property in accordance with its procedures, policies, and practices, with the Parties to consult with one another before making a final decision on said requests. If the ownership interest of the parties in the Property or Properties is shared and there is no majority owner, all requests for easements, rights of way, and leases on or affecting the Properties shall be submitted to and adjudicated by Metro in accordance with its procedures, policies, and practices, with consultations with the City prior to making a final decision. Final decisions will be consistent with the intent of the Metro bond measures under which the Properties were acquired and, to the extent reasonable, will provide for consideration to be provided in the form of annual rents which will be used to offset the City's ongoing cost of management of said Properties. The adjudicating party will require the applicant to pay one hundred percent (100%) of all adjudication costs, including the cost of outside consultants, if necessary, with the collected fees used to reimburse all those involved in the adjudication within thirty (30) days of receiving said fees.
- 5.2. This Section 5 shall also apply to all improvements (e.g., residences) on the Properties that would normally be managed through third-party agreements (e.g., rental agreements), that is, the majority owner shall oversee and manage all such agreements, or in the event of evenly split ownership, then Metro shall oversee and manage such agreements. For Properties for which Metro has such management responsibilities, Metro will consult with the City regarding impacts, if any, said management will have on the City's ongoing responsibilities under this Agreement.
- 5.3. If Metro and the City mutually agree in writing that the City's management of the third-party transaction would better serve the overall purposes of this Agreement, then the management, maintenance, and repair responsibility for such improvements will be transferred to the City, with transaction proceeds, if any, to be used to offset the City's administrative, maintenance, and repair costs associated with such improvements and the City's management costs incurred under this Agreement.

- 5.4. Metro shall indicate in the Request to Accept Property Management Responsibility that it provides to the City whether a tenant or lessee has lived on the property since before Metro acquisition and if, therefore, such person may be entitled to relocation assistance benefits or payments if such person's lease is terminated. If Metro has so notified the City and the City has accepted management responsibility of such property, then the City shall not take any action that results in the displacement of such tenant without Metro's prior written consent. If Metro provides such consent, then Metro agrees to provide all such relocation benefits and payments. If the City takes an action that dislocates such person without Metro's prior written consent, then the City agrees to provide all such relocation benefits and payments. If Metro indicates on the Request to Accept Property Management Responsibility that there is not a tenant or lessee who may be eligible for such benefits or payments, but liability for such payments or benefits arises at a later time, then Metro shall pay all such benefits or payments.
- 5.5. All requests for uses of the Property by the public that do not affect title to the Property will be processed by the City in accordance with the City Natural Area Management Framework, provided that the City shall not grant any such request if the requested use will (i) conflict with the provisions of any easements or other restrictions applicable to the Property, or (ii) have a significant or long-term impact on the natural resources on the Property. Application and use fees associated with the requested use will be retained by the City to offset ongoing management costs associated with the affected Property or to reimburse the City for its administrative costs associated with the requested use. Metro shall be provided a copy of any request seeking a permit for use of a Property by a group of more than 100 persons, or for any comparably significant use, not later than seven (7) days after the City receives such permit request and not fewer than seven (7) days prior to the City approving any such request. Metro's acceptance of such permitting activity will be implied unless otherwise communicated in writing by Metro within five (5) days of receiving such notice.

6. Resource Management/Master Plan for Each Property.

- 6.1 The City shall make its good faith best effort to develop and adopt an area-specific park or natural resources management plan for Properties not being managed in accordance with an existing area-specific management plan (the "Management Plan"). The Management Plan shall set forth the acceptable management, operation, maintenance, and types and levels of programmed and public use and trail and improvement standards applicable to the Property. If not previously completed, the City shall take an inventory of the natural resources and improvements on the Property as part of the process of developing the Management Plan. The Management Plan shall ensure that the Property is managed, maintained, secured, and operated in accordance with the Metro Greenspaces Master Plan and with this Agreement, and that all trails and improvements on the Property comply with the Metro Greenspaces Master Plan and with this Agreement. The Management Plan shall also ensure that the Property is maintained as a natural area open space, with the primary goals being protection and restoration of the Property's natural resources and water quality, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing.

- 6.2 As part of the City's process of developing and adopting a Management Plan, the City shall regularly consult with a Metro staff member designated by the Metro Parks and Greenspaces Department Director. In addition to any other approvals required by the City, the Management Plan shall be subject to approval by the Metro Council prior to the plan's implementation, which approval shall not be unreasonably withheld and shall be based on consistency with this Agreement, the Metro Greenspaces Master Plan and the intent of the Measures.
7. **Signage and Acknowledgement.** The City shall recognize and document on each Property, and in any publications, media presentations, or other presentations referencing such Property that are produced by or at the direction of the City, that funding for acquisition of the Project came from the Metro Opens Spaces Bond Measure or the Metro Natural Areas Bond Measure. Such recognition shall comply with the Metro Funding Recognition Guidelines attached as Exhibit C to this Agreement and hereby incorporated herein. The City may provide on-site signage informing the public that the City is managing the Property.
8. **Transfer of Interests between the Parties.** The Parties wish to maintain a flexible and responsive framework for transferring management responsibilities and property rights necessary to achieve their natural area preservation goals. In accordance with this shared intent, the Parties may use the mechanisms described below in this Section to carry out their respective responsibilities hereunder. Actions taken by the Parties in accordance with this Agreement will require no further approvals by the Metro Council or the Portland City Council unless said approvals are required by the Acquisition Parameters and Due Diligence Guidelines of the Natural Areas Implementation Work Plan adopted by Metro, or by comparable acquisition procedures adopted by the City Council under Ordinance No. 181710 or amendments thereto.
- 8.1 **Grant of Easement.** When the City accepts management authority and responsibility for Metro-acquired land in which the City has no ownership interest, as provided for herein, Metro will grant the City a natural area management easement over said property in substantially the form as the easement attached hereto as Exhibit D, to be recorded in the official records of the county where such property is located.
- 8.2 **Joint Acquisitions.** This subsection shall apply when the parties consent, each in its sole discretion, to share the cost of an acquisition. If one party (hereinafter the "Contributing Party") contributes a portion of the purchase price of a property being acquired by the other party (hereinafter the "Acquiring Party"), then, not later than thirty days following the later date of the Acquiring Party both (a) closing on such purchase and taking a deed to such property and (b) receiving such payment from the Contributing Party, the Acquiring Party shall record a deed transferring to the Contributing Party an undivided ownership interest in the property such that (i) unless otherwise agreed, Metro's ownership interest in the property shall be in proportion to the amount of Metro's contribution in relation to the purchase price of the property, and (ii) the City receives the balance of the ownership interest in the property. Such deed from the Acquiring Party to the Contributing Party shall be subject to all existing

covenants and restrictions that encumber the property. When the Contributing Party's share of funds used for acquisition of a property is solely from the Metro Natural Areas Bond Measure then, at the Acquiring Party's sole discretion, such deed may also be subject to a condition that the Contributing Party use such property only for open space and agree to maintain the property in its natural state in perpetuity and, if the Contributing Party fails to maintain the property in its natural state, that the Acquiring Party may reenter and terminate the estate conveyed by such deed. The Acquiring Party shall list the Contributing Party as co-client on third-party due diligence contracts regarding the property, including environmental and appraisal contracts, entered into by the Acquiring Party after the date that the Contributing Party has informed the Acquiring Party in writing that the Contributing Party will contribute toward the purchase price of the property. Metro will not grant the City a natural area management easement as to said property.

- 8.3 **Trail Easements.** Whenever Metro seeks to acquire fee title to, or an easement over, real property located in one of Metro's target areas within the City, for the primary purpose of permitting the construction of a bicycle, pedestrian, or bicycle and pedestrian trail across such property, Metro may, at Metro's sole discretion and only after obtaining the City's prior written consent, provide for fee title to be transferred to the City or, in the case of an easement, for the City to be named as the grantee. Metro shall follow the process described in Sections 1.3 and 1.4 of this Agreement to request the City's written consent for such a transfer or, in the case of an easement, grant to the City. Unless otherwise agreed by the parties during the course of an individual easement acquisition, Metro shall pay all costs of acquisition and due diligence, including relocation payments, if any, required to be paid to any persons as a result of the acquisition of such easement. Metro shall list the City as co-client on third-party due diligence contracts regarding the property, including environmental and appraisal contracts, entered into by Metro after the date that the City has informed Metro in writing that the City consents to take title to the property, or to be named as grantee of an easement. Provided that the City Parks Director has provided the City's consent as described in this section, the City shall accept such easement in substantially the form of the trail easement attached as Exhibit E to this Agreement or the trail and greenway easement attached as Exhibit F to this Agreement. Any substantial amendments to such easement forms shall be subject to approval by the City Parks Director.
- 8.4 **Other Mechanisms.** In addition to mechanisms provided for in Sections 8.1 through 8.3 of this Agreement, the City Parks Director and the Metro Sustainability Center Director, or the designees of such persons, are authorized to use mutually acceptable mechanisms to transfer property rights or management responsibilities consistent with the intent of this Agreement, with said mechanisms to include, but not be limited to, assignment of purchase contracts prior to closing or assignment of an undivided interest as a tenant in common after closing.

9. **Term.** This Agreement shall continue in effect unless modified or terminated as provided herein.

10. Termination.

- 9.1 **Joint Termination for Convenience.** Metro and the City may, by written agreement signed by both parties, 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 as provided in such termination agreement.
- 9.2 **Termination for Cause.** Either party may terminate this Agreement in full, or in part, at any time if that party (the "terminating party") has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the "defaulting party"). The terminating party shall promptly notify the defaulting party in writing of that determination and document such default as outlined herein. The defaulting party shall have thirty (30) days to cure the default described by the terminating party. If the defaulting party fails to cure the default within such thirty (30) day period, then this Agreement shall terminate ten (10) days following the expiration of such thirty (30) day period.
- 9.3 **Termination of Natural Area Management Easements.** The Parties will execute, and either of the Parties may record, a Release and Quitclaim of Easement as to any of the Properties affected by any termination proceedings pursuant to either Section 9.1 or 9.2 of this Agreement.

11. **Mutual Indemnification.** The City shall indemnify and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the City or the City's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution. Metro shall indemnify and hold the City and the City's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution.

12. **Records.** At the time Metro transfers management responsibility for any property to the City, Metro will provide the City with copies of records related to the property that are not already in the City's possession, including title records, surveys, stabilization plans, and resource inventories.

13. **Oregon Constitution and Tax Exempt Bond Covenants.** The source of funds for the acquisition of Properties is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would jeopardize the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional

property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event the City breaches this covenant, the City shall undertake whatever actions are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof. In such an event, Metro shall work cooperatively with the City to address such breach.

- 14. Laws of Oregon; Public Contracts.** The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement.
- 15. Assignment.** Neither party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except that a party may delegate or subcontract for performance of any of its responsibilities under this Agreement.
- 16. 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 both (1) electronic mail or fax, and (2) 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: Director, Metro Sustainability Center
600 N.E. Grand Avenue
Portland, OR 97232-2736

With Copy To: Office of Metro Attorney

To City: Director, Portland Bureau of Parks and Recreation
City of Portland
1120 SW 5th Avenue, Suite 1302
Portland, OR 97204-1933

With Copy To: Bond Measure Program Manager

- 17. 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 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.
- 18. 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 Properties. 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 hereto have set their hands on the day and year set forth below.

CITY OF PORTLAND

METRO



Nick Fish, Commissioner
Portland Bureau of Parks and Recreation

Michael Jordan, Chief Operating Officer

Date: 8-26-09

Date: _____

Exhibits:

- Exhibit A – List of Metro Properties That City Currently Manages
- Exhibit B - Form of Request to Accept Property Management Responsibility
- Exhibit C – Metro Funding Recognition Policy
- Exhibit D – Form of Metro to City Management and Restoration Easement
- Exhibit E – Form of Trail Easement
- Exhibit F– Form of Trail and Greenway Easement

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APPROVED AS TO FORM


CITY ATTORNEY

Exhibit A
Properties To Be Managed By The City of Portland

Exhibit A to Resolution No. 09-4082

Metro Target Area	Metro File #	Metro File Name	Closing Date	Aeres	TaxLotID*	RNO_ID*	% City Ownership	% Metro Ownership
East Buttes	02.001	Camp Fire Council	2/27/2001	15.69	1S2E23C -00200	R992231170	25	75
East Buttes	02.018	Barba	5/7/1999	1.32	1S2E10B -00600	R992101210	25	75
East Buttes	02.02	Emmert	11/27/2001	7.66	1S2E13D -00400	R992130040	34	66
East Buttes	02.02	Emmert	11/27/2001	5.05	1S2E13D -00500	R816600170	34	66
East Buttes	02.02	Emmert	11/27/2001	1.32	1S2E13D -00600	R816600400	34	66
East Buttes	02.02	Emmert	11/27/2001	5.82	1S2E13D -00700	R816600480	34	66
East Buttes	02.02	Emmert	11/27/2001	0.89	1S2E13D -00800	R816600720	34	66
East Buttes	02.021	Brownwood	10/7/1998	1.33	1S2E13DD -00100	R816602550	29	71
East Buttes	02.021	Brownwood	10/7/1998	14.76	1S3E18C -03800	R993180250	29	71
East Buttes	02.024	Featherston	7/11/1997	3.02	1S3E18B -02900	R428501500	25	75
East Buttes	02.025	Yu Living Trust	12/1/2000	0.24	1S3E18B -02802	R649751370	2	98
East Buttes	02.025	Yu Living Trust	12/1/2000	2.51	1S3E18B -02803	R649751380	2	98
East Buttes	02.031	Schultz	9/26/1997	1.36	1N2E28BA -17800	R942281840	25	75
East Buttes	02.031	Schultz	9/26/1997	0.41	1N2E28BA -17900	R942282330	25	75
East Buttes	02.031	Schultz	9/26/1997	0.02	1N2E28BA -18100	R942282350	25	75
East Buttes	02.031	Schultz	9/26/1997	0.17	1N2E28BD -01800	R138200250	25	75
East Buttes	02.031	Schultz	9/26/1997	0.17	1N2E28BD -01900	R138200230	25	75
East Buttes	02.031	Schultz	9/26/1997	0.01	1N2E28BA -18000	R942282340	25	75
East Buttes	02.032	Hilgedick	6/25/1998	0.18	1N2E28BD -02000	R138200210	25	75
East Buttes	02.033	MJD Development	10/1/1998	1.70	1N2E28BD -00100	R942280280	25	75
East Buttes	02.041	Walters, Ingram and Bryan	8/7/1997	1.06	1S2E09AD -00300	R992092220	25	75
East Buttes	02.059	Garrison	3/30/1998	1.47	1S3E18A -01800	R993180230	75	25
East Buttes	02.076	Djonegoro	10/1/1998	0.22	1N2E28AB -01300	R868630140	25	75
East Buttes	02.076	Djonegoro	10/1/1998	0.21	1N2E28AB -01400	R868630120	25	75
East Buttes	02.076	Djonegoro	10/1/1998	0.23	1N2E28AB -01500	R868630100	25	75
East Buttes	02.076	Djonegoro	10/1/1998	0.16	1N2E28AB -03400	R868630220	25	75
East Buttes	02.086	Hartono	6/4/1999	0.25	1N2E28AB -01100	R868630180	25	75
East Buttes	02.086	Hartono	6/4/1999	0.24	1N2E28AB -01200	R868630160	25	75
East Buttes	02.086	Hartono	6/4/1999	0.16	1N2E28AB -03500	R868630200	25	75
East Buttes	02.089	Olson	10/19/1999	2.72	1S3E18C -03400	R428503300	25	75
East Buttes	02.127	Gentemann Trusts	1/24/2002	28.63	12E25A 00100	34803	25	75
East Buttes	02.127	Gentemann Trusts	1/24/2002	14.60	12E25A 00102	1463785	25	75
East Buttes	02.127	Gentemann Trusts	1/24/2002	28.20	12E25A 00103	1463794	25	75
East Buttes	02.001	Camp Fire Council	2/27/2001	2.04	1S2E23CA -01100	R992231280	25	75
East Buttes	02.001	Camp Fire Council	2/27/2001	2.54	1S2E23CB -00500	R992230450	25	75
East Buttes	02.019	Hathaway	7/7/2000	1.25	1S2E10B -00500	R992101220	25	75
Fanno Creek	16.004	Kenny (Taylor Woods)	1/28/1997	3.31	1S1E30DC -02800	R185703270	25	75
Fanno Creek	16.015	Edwards	9/15/1997	0.82	1S1E30DC -01100	R185701250	25	75
Fanno Creek	16.016	Arcon/ Heritage	12/30/1997	0.83	1S1E18BA -04300	R049500670	40	60
Fanno Creek	16.016	Arcon/ Heritage	12/30/1997	0.08	1S1E18BA -05000	R049501570	40	60
Fanno Creek	16.016	Arcon/ Heritage	12/30/1997	1.02	1S1E18BA -05100	R049500640	40	60
Fanno Creek	16.026	Johnstone Trust	1/7/2000	1.00	1S1E20CC -06000	R669403530	25	75
Fanno Creek	16.026	Johnstone Trust	1/7/2000	0.11	1S1E20CC -06600	R669403420	25	75
Fanno Creek	16.026	Johnstone Trust	1/7/2000	0.11	1S1E20CC -06700	R669403430	25	75
Fanno Creek	16.026	Johnstone Trust	1/7/2000	0.11	1S1E20CC -06800	R669403440	25	75
Fanno Creek	16.026	Johnstone Trust	1/7/2000	0.16	1S1E20CC -06900	R669403450	25	75
Fanno Creek	16.036	Inner City Properties	11/8/2000	0.14	1S1E17BC -01300	R320201860	25	75
Fanno Creek	16.036	Inner City Properties	11/8/2000	0.14	1S1E17BC -01400	R320201840	25	75
Fanno Creek	16.036	Inner City Properties	11/8/2000	0.14	1S1E17BC -01500	R320201780	25	75
Fanno Creek	16.039	Inner City Properties	8/29/2001	0.63	1S1E17BC -00800	R743500130	25	75
Fanno Creek	16.039	Inner City Properties	8/29/2001	1.11	1S1E17BC -00900	R743500040	25	75
Fanno Creek	16.039	Inner City Properties	8/29/2001	0.49	1S1E17BC -01000	R743501340	25	75
Fanno Creek	16.039	Inner City Properties	8/29/2001	0.09	1S1E17BC -01100	R743500100	25	75
Forest Park	06.001	Camp Fire Council	9/19/1995	1.81	1N1W11BD -00800	R546002890	0	100
Forest Park	06.003	Wyatt	10/2/1995	4.83	1N1W05AA -01200	R522702230	0	100
Forest Park	06.004	Ramsey I	4/19/1999	48.30	1N1W04 -00100	R961040010	0	100
Forest Park	06.004	Ramsey I	4/19/1999	23.89	1N1W04 -00200	R961040480	0	100
Forest Park	06.007	Norvich and Miller	4/25/1997	2.19	1N1W11CA -04500	R907205110	0	100
Forest Park	06.007	Norvich and Miller	4/25/1997	1.03	1N1W11CA -04600	R907205290	0	100
Forest Park	06.013	Gebhart	11/17/1997	1.23	2N1W34CB -00400	R359601500	0	100
Forest Park	06.017	Martin	3/19/1998	0.55	1N1W13DC -00701	R915500620	0	100
Forest Park	06.018	Michael and Lakeman	1/14/2000	7.43	1N1E32CC -00100	R941320370	0	100
Forest Park	06.023	Thomas	12/17/1996	27.67	1N1W25B -00200	R961250060	0	100
Forest Park	06.023	Thomas	12/17/1996	0.68	1N1W25BD -00500	R961250330	0	100
Forest Park	06.023	Thomas	12/17/1996	0.08	1N1W25BD -00600	R961250620	0	100
Forest Park	06.023	Thomas	12/17/1996	1.01	1N1W25BD -00800	R961250680	0	100
Forest Park	06.023	Thomas	12/17/1996	0.01	1N1W25BD -00900	R961251140	0	100
Forest Park	06.024	Rivera	12/5/1996	2.51	2N1W34 -01500	R971340420	0	100
Forest Park	06.024	Rivera	12/5/1996	0.73	2N1W34DC -00900	R971340050	0	100
Forest Park	06.027	Wilson	5/22/1997	4.02	1N1E31B -00100	R941310450	0	100
Forest Park	06.029	Moyer Theatres	10/10/1997	34.67	1N1W15A -00100	R961150230	0	100
Forest Park	06.031	Friends of FP	7/14/1997	4.33	1N1E31AA -00500	R590300160	0	100
Forest Park	06.031	Friends of FP	7/14/1997	3.27	1N1E31AA -00800	R590300030	0	100

Metro Target Area	Metro File #	Metro File Name	Closing Date	Acres	TaxLotID*	RNO_ID*	% City Ownership	% Metro Ownership
Forest Park	06.033	Voss	6/20/1997	0.28	1N1E31AB -00600	R590301370	0	100
Forest Park	06.033	Voss	6/20/1997	1.90	1N1E31AB -00700	R590301210	0	100
Forest Park	06.041	White, Baker and Archer	2/22/1999	1.44	1N1W10D -01700	R540000900	0	100
Forest Park	06.044	Harrold	10/5/1998	0.34	1N1W11BA -05800	R546001100	0	100
Forest Park	06.044	Harrold	10/5/1998	0.43	1N1W11BA -06200	R546001320	0	100
Forest Park	06.046	WQ Properties	2/3/1999	19.34	1N1W14 -00401	R464710120	0	100
Forest Park	06.046	WQ Properties	2/3/1999	19.57	1N1W14 -00402	R464710220	0	100
Forest Park	06.046	WQ Properties	2/3/1999	5.25	1N1W23B -00100	R464710200	0	100
Forest Park	06.046	WQ Properties	2/3/1999	6.79	1N1W23B -00200	R464710100	0	100
Forest Park	06.047	OR Jewish Com. Found.	2/11/2000	0.75	1N1W11BA -07400	R320504360	0	100
Forest Park	06.047	OR Jewish Com. Found.	2/11/2000	0.22	1N1W11BA -07500	R320504480	0	100
Forest Park	06.047	OR Jewish Com. Found.	2/11/2000	0.00	1N1W11BA -07600	R320504470	0	100
Forest Park	06.047	OR Jewish Com. Found.	2/11/2000	0.04	1N1W11BA -07700	R320504490	0	100
Forest Park	06.048	Ramsey II	12/19/2002	31.00	1N1W04 -01100	R961040070	62	38
Forest Park	06.048	Ramsey II (PLA - COP)	12/19/2002	9.68	1N1W04 -01000	R961040450	62	38
Forest Park	06.055	Moskee	11/14/2002	0.04	1N1E32CC -00101	R941321380	0	100
Forest Park	06.057	James	3/24/2005	1.37	1N1W02CC -07400	R873001740	0	100
Forest Park	06.061	Cleaveland	12/19/2006	0.64	1N1W03DD -00100	R873000700	0	100
Johnson Creek	29.001	Wong	6/22/2007	10.32	1S2E13C -01200	R315200050	0	100
Johnson Creek	29.002	Spani/Seely	12/29/2006	0.45	1S1E26AA -00400	R752717760	0	100
Johnson Creek	29.002	Spani/Seely	12/29/2006	0.58	1S1E26AA -00500	R752717720	0	100
Johnson Creek	29.006	Clatsop Buttes	7/13/2007	0.05	1S2E23AA -00900	R144200290	0	100
Johnson Creek	29.006	Clatsop Buttes	7/13/2007	4.34	1S2E23AA -01200	R992230030	0	100
Johnson Creek	29.006	Clatsop Buttes	7/13/2007	0.59	1S2E23AA -01201	R992232260	0	100
Johnson Creek	29.006	Clatsop Buttes	7/13/2007	0.02	1S2E23AA -01202	R992232270	0	100
Johnson Creek	29.006	Clatsop Buttes	7/13/2007	4.75	1S2E23AA -01300	R992230020	0	100
Johnson Creek	29.006	Clatsop Buttes	7/13/2007	6.21	1S2E23AD -00100	R992232190	0	100
Johnson Creek	29.006	Clatsop Buttes	7/13/2007	15.55	1S2E24B -01300	R431104000	0	100
Johnson Creek	29.006	Clatsop Buttes	7/13/2007	16.93	1S2E24B -01400	R431104340	0	100
Johnson Creek	29.006	Clatsop Buttes	7/13/2007	0.26	1S2E24BB -01000	R431103520	0	100
Johnson Creek	29.007	Clatsop Buttes II	1/7/2008	0.09	1S2E24BD -01700	R431104840	0	100
Johnson Creek	29.007	Clatsop Buttes II	1/7/2008	0.27	1S2E24BD -01800	R431104800	0	100
Johnson Creek	29.007	Clatsop Buttes II	1/7/2008	1.20	1S2E24BD -01900	R431104820	0	100
Johnson Creek	29.008	Reeves	11/30/2007	52.70	1S2E24C -00100	R992240420	0	100
Johnson Creek	29.011	Emmert	5/30/2008	10.70	1S2E24C -00500	R992241030	75	25
Mult Co Local Share	20.001	Klein	8/9/1995	4.86	1N2E18BA -03100	R506001140	50	50
Mult Co Local Share	27.002	Talbert	9/18/1995	0.64	1N2E18BA -03200	R506001080	0	100
Mult Co Local Share	27.003	Stickler	9/8/1995	0.64	1N2E18BA -03300	R506001020	0	100
Mult Co Local Share	27.004	Krueger, T. & C.	11/28/1995	0.09	1N2E18BD -00500	R942183540	0	100
Mult Co Local Share	27.004	Krueger, T. & C.	11/28/1995	0.56	1N2E18BD -00600	R506000960	0	100
Mult Co Local Share	27.008	Hayes, E.	11/7/1997	2.08	1N2E18BD -00401	R942183960	0	100
Multnomah Co Local Share	27.009	Espedal, C.	12/3/1996	4.49	1N2E18A -01500	R942180020	0	100
Pen Crossing Trail	25.001	Hill	4/4/1997	1.51	1N1E06DD -02300	R941060250	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.17	1S1E32BA -12200	R894608910	0	100
Tryon Creek	14.001	Larry and Nina Lindstrom	10/3/1995	0.11	1S1E32BA -12400	R894608970	0	100
Tryon Creek	14.001	Larry and Nina Lindstrom	10/3/1995	0.34	1S1E32BA -12600	R894608930	0	100
Tryon Creek	14.001	Larry and Nina Lindstrom	10/3/1995	0.51	1S1E32BB -02700	R894608840	0	100
Tryon Creek	14.001	Larry and Nina Lindstrom	10/3/1995	0.11	1S1E32BB -02800	R894608880	0	100
Tryon Creek	14.001	Larry and Nina Lindstrom	10/3/1995	0.17	1S1E32BB -03100	R894608990	0	100
Tryon Creek	14.001	Larry and Nina Lindstrom	10/3/1995	0.46	1S1E32BB -03300	R894608780	0	100
Tryon Creek	14.001	Larry and Nina Lindstrom	10/3/1995	0.12	1S1E32BB -03600	R894608680	0	100
Tryon Creek	14.001	Larry and Nina Lindstrom	10/3/1995	0.23	1S1E32BB -04100	R894608730	0	100
Tryon Creek	14.001	Larry and Nina Lindstrom	10/3/1995	0.12	1S1E32BB -04400	R894606420	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.97	1S1E32BC -00100	R894610380	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.51	1S1E32BC -00200	R894610510	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	2.05	1S1E32BC -00300	R894613140	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.11	1S1E32BC -05500	R894612980	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.11	1S1E32BC -05600	R894612970	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.17	1S1E32BC -05700	R894613010	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.23	1S1E32BC -05800	R894613020	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.17	1S1E32BC -05900	R894613040	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.11	1S1E32BC -06000	R894613060	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.11	1S1E32BC -06100	R894613050	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.80	1S1E32BC -06200	R894610660	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.23	1S1E32BC -06300	R894610570	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.79	1S1E32BC -06400	R894610590	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.23	1S1E32BC -06500	R894610550	0	100

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Tryon Creek	14.001	Lindstrom	10/3/1995	0.12	1S1E32BC -07800	R894610880	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.11	1S1E32BC -07900	R894610850	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.06	1S1E32BC -08000	R894610860	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.06	1S1E32BC -08100	R894610870	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.34	1S1E32BC -08200	R894612870	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.57	1S1E32BD -06800	R894610460	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	0.34	1S1E28BC -01100	R991280430	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	0.49	1S1E28BC -01200	R991280390	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	6.32	1S1E28BC -01300	R052001240	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	0.23	1S1E28BC -01800	R236500710	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	0.61	1S1E28BC -01900	R236500670	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	1.59	1S1E28BC -02300	R236500540	0	100
Tryon Creek	14.004	Jensen	7/25/1996	2.28	1S1E28BD -04500	R534001500	50	50
Tryon Creek	14.005	Victory Fellowship	10/7/1996	0.17	1S1E32BB -03500	R894608830	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BA -12300	R894608900	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.17	1S1E32BA -12500	R894608960	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -02900	R894608890	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -03000	R894608980	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -03200	R894608770	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.06	1S1E32BB -04000	R894608720	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -04200	R894608760	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -04300	R894608750	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.57	1S1E32BD -06500	R894610310	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.46	1S1E32BD -06600	R894610270	0	100
Tryon Creek	14.009	Portland Public Schools	4/2/1999	9.03	1S1E29DD -03100	R134900010	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.11	1S1E32BA -11700	R894606250	0	100
Willamette River GW	20.004	TPL (Marquam Woods)	6/12/1996	14.19	1S1E16 -00100	R991160810	10	90
Willamette River GW	20.004	TPL (Marquam Woods)	6/12/1996	0.88	1S1E16AA -00500	R669104790	10	90
Willamette River GW	20.004	TPL (Marquam Woods)	6/12/1996	0.90	1S1E16AA -00600	R669104910	10	90
Willamette River GW	20.004	TPL (Marquam Woods)	6/12/1996	0.69	1S1E16AA -00700	R669106280	10	90
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.61	1S1E22A -01000	R991220510	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	5.12	1S1E22DA -00100	R991220570	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.67	1S1E22DD -01000	R752721590	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.11	1S1E11BB -05400	R921300260	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.22	1S1E11BC -07500	R865200560	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.30	1S1E11BC -07600	R865200350	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	2.63	1S1E11BC -07800	R991110750	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.35	1S1E11BC -07900	R991111630	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.17	1S1E11CB -08600	R929400870	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.09	1S1E11CB -08700	R710100290	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.08	1S1E11CB -08800	R710100390	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.16	1S1E11CB -08900	R709900710	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	2.94	1S1E11CB -09000	R709900010	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	1.27	1S1E11CB -09100	R710100010	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.45	1S1E11CB -09200	R929400770	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.59	1S1E11CB -09300	R929400670	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	7.14	1S1E11CC -01000	R709900150	0	100

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Willamette River GW	24.001	PGE/Enron	5/1/1998	7.76	1S1E14B -00500	R991141250	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.02	1S1E14C -00200	R991140970	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	4.26	1S1E14C -00201	R991141260	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.05	1S1E14C -00202	R991141270	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.46	1S1E14C -00400	R991141220	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.59	1S1E26AA -08600	R752724056	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.49	1S1E26AA -08700	R752724080	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.03	1S1E26AA -08800	R752724236	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.40	1S1E26BA -16100	R752722800	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.56	1S1E26BA -16200	R752723200	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.57	1S1E26BB -08300	R752722620	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	1.05	1S1E10AA -00700	R921300010	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.38	1S1E11BB -06500	R448700660	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	1.39	1S1E11BC -07700	R991110500	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	11.52	1S1E23 -00600	R991230730	0	100
Willamette River GW	24.004	U P RR	12/19/2001	0.96	1S1E26AA -08900	R752717590	0	100
Willamette River GW	24.004	U P RR	12/19/2001	0.04	1S1E26BB -03901	R752701750	0	100
Willamette River GW	24.004	U P RR	12/19/2001	4.19	11E25BB08000	7450	0	100
Willamette River GW	24.006	PGE	3/14/2003	0.67	1S1E26BB -03900	R752701760	0	100
Willamette River GW	24.006	PGE	3/14/2003	0.30	1S1E26BB -04000	R752701620	0	100
Willamette River GW	24.008	Prell/Morton	5/26/2006	0.17	1S1E26BA -07100	R752723190	0	100
		Begger's Tick		1.55	1S2E15CA -01500	R304101210	0	100
		Begger's Tick		1.69	1S2E15CA -01600	R304101240	0	100
		Begger's Tick		5.86	1S2E15CA -01700	R992153470	0	100
		Begger's Tick		1.00	1S2E15CA -01800	R561207010	0	100
		Begger's Tick		1.00	1S2E15CA -02100	R561206410	0	100
		Begger's Tick		1.00	1S2E15CA -02200	R561206310	0	100
		Begger's Tick		1.71	1S2E15CD -00100	R304101270	0	100
		Begger's Tick		0.60	1S2E15CD -00200	R304101390	0	100
		Begger's Tick		3.94	1S2E15CD -00300	R992152970	0	100
		Begger's Tick		0.49	1S2E15CD -00400	R561207200	0	100
		Begger's Tick		0.39	1S2E15CD -00700	R561207290	0	100

* The parties acknowledge that tax lot identification and assessor identification numbers may change at the discretion of the County assessor's office. These numbers were those in effect on the Effective Date of the IGA. In the event any of these identification numbers are changed, the parties intend for such changes to automatically apply and for this list to be so updated at such time.

EXHIBIT B

Request to Accept Property Management Responsibility

_____, 200__

City of Portland
Bureau of Parks and Recreation
1120 SW 5th Avenue, Suite 1302
Portland, OR 97204-1933

Re: Request to Accept Property Management Responsibility of Property within the _____
_____ Target Area
_____ (State Tax ID #); Metro File No. _____

Dear _____:

Pursuant to the Intergovernmental Agreement between Metro and the City of Portland dated _____, 2009, attached hereto ("Intergovernmental Agreement"), this shall serve as notice of Metro's potential acquisition and/or intended transfer of management responsibilities for the following property within the _____ Target Area:

[Property Address], in the City of Portland, County of _____ and State of Oregon, being more particularly described in the legal description and depicted on the Assessor's map attached hereto ("the Property").

Pursuant to the Intergovernmental Agreement, Metro requests that the City agree to manage, maintain, secure, and operate this Property in accordance with the Intergovernmental Agreement. Metro hereby provides notice that there is is not (mark one) a current lessee or tenant on the property who may be entitled to relocation assistance benefits or payments if displaced from the Property. As provided in the Intergovernmental Agreement, please notify Metro in writing within thirty (30) days, on or before _____ (date) indicating whether the City will accept management responsibility for this Property. Metro intends to close on the purchase of this property and/or transfer management responsibilities for the Property on _____, 200__. Should you accept management of the Property, Metro's stabilization manager will contact you after the property is acquired or before management responsibilities are transferred.

If the City will accept such management responsibility, please sign a copy of this letter, below, and also indicate whether there is an existing Natural Resources Management Plan/Master Plan that would be applicable to the City's management of this Property and, if so, its name.

If you have any questions, please do not hesitate to contact me at 797-1948.

Sincerely,

Kathleen BrennanHunter, Natural Areas Program Director

cc: Kate Holleran, Stabilization Manager, Metro Regional Parks and Greenspaces
Paul Garrahan, Senior Assistant Metro Attorney
[Appropriate City Parks staff person—as identified by Kate]

CITY'S CONSENT TO MANAGE THE PROPERTY

The City of Portland hereby agrees to accept management of the Property pursuant to the terms of the Intergovernmental Agreement between Metro and the City.

_____ (signature)

by: _____ (name)

check one:

Management of the Property will be subject to the terms of the following Park/Natural Resources Management Plan/Master Plan: _____, dated _____.

A management plan applicable to the Property does not exist and the property will be managed in accordance with the Intergovernmental Agreement until an applicable management plan is adopted.

EXHIBIT C
Metro Funding Recognition Policy

As provided in this document, the City shall recognize that funding to acquire a Property was provided from the Metro 1995 Open Spaces Bond Measure or 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 Properties 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 City 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 City's logo and script. Metro shall make its graphics available to the City upon request.

When a Property is opened to the public, if the City plans and holds any community/media events to publicize the Property, the City agrees to provide the Metro Natural Areas Program Director 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.

EXHIBIT D**NATURAL AREA MANAGEMENT EASEMENT**

THIS MANAGEMENT AND RESTORATION EASEMENT (this "Easement") is entered into between Metro, an Oregon municipal corporation, located at 600 Northeast Grand Avenue, Portland, Oregon, 97232-2736 ("Metro" and "Grantor") and the City of Portland (the "City" and "Grantee"), located at 1120 SW 5th Avenue, Portland, OR 97204-1933, acting by and through its Bureau of Parks and Recreation, with the Grantor and Grantee collectively referred to as "the Parties" herein. This Easement shall be effective on the last date of signature of a party, below (the "Effective Date").

RECITALS

1. Grantor is the owner of certain real property (the "Property") depicted and described, respectively, on Exhibits A and B hereto.
2. The Parties have entered into that certain Intergovernmental Agreement dated _____ (the Agreement) which establishes certain responsibilities and obligations between the Parties as to the Property, with the overall intent of the Agreement being the protection and enhancement of the Property's natural resources, water quality, wildlife habitat, and public recreation values. The Agreement is a public record available on request from the City or Metro.
3. The City agrees, by accepting this Easement, to honor the intention of the Grantor to preserve and protect the Property in perpetuity according to the terms of this Easement, as further clarified by the Agreement, as it may be amended from time to time.

AGREEMENT

1. **Grant.** In consideration of the foregoing and the mutual terms, conditions, and restrictions contained in this Easement and the Agreement, Grantor, as to its interest in the Property, does hereby grant and convey to the City a natural area management easement on, over, and across the Property of the nature, to the extent, and on the terms set forth in this Easement..
2. **Purpose.** The purpose of this Easement is to ensure the Property will be managed, maintained, restored, improved, secured, and operated consistent with their intended use as natural areas, with the primary goal being protection of the Property's natural resources and water quality, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing, and, except as provided in this Easement, to prevent uses of the Property that will materially impair or interfere with the Property's natural resources, water quality, or wildlife habitat. Grantor intends that this Easement will limit the uses of the Property to activities consistent with this purpose, with said uses to be consistent with use of the Property as a natural area park.
3. **Rights and Obligations of City.** To accomplish the purpose of this Easement, Grantor conveys to the Grantee the right and obligation to:
 - A. Enter the Property at any time for the purpose of managing, maintaining, restoring, improving, securing, and operating the Property in a manner consistent with the intent of this Easement and the Agreement. Authorized uses will include making capital improvements to the Property, subject to the written approval of the Grantor, which will not be unreasonably withheld; provided, however, that such improvements shall be consistent with the purpose of this Easement and consistent with an adopted natural resources Management Plan (as described in Section 4 of the

Agreement) for the Property. Acceptable improvements may include the construction of trails, trailhead facilities (including parking areas, restrooms, and signage), picnic facilities and shelters, and other similar improvements. Active-use recreation facilities, such as athletic fields or courts, recreation centers, swimming facilities, and other similar improvements, shall not be constructed on the Properties;

- B. Prevent, through appropriate enforcement actions, any activity on or use of the Property that is inconsistent with the purpose of this Easement and the Agreement and to restore or require the restoration of such features of the Property as may be damaged by an inconsistent activity or use;
 - C. Install, own, maintain, repair, and reconstruct capital improvements that are made by the Grantee on the Property consistent with Section 3.A of this Easement; and
 - D. When exercising rights granted herein, the Grantee shall keep the Property in a good and safe condition, consistent with like properties held by the City for park and open space purposes.
4. **City's Authority to Permit Public Use.** The City may grant access and use rights to the Property to the general public through this Easement, provided that a management plan has been adopted for the Property consistent with the terms of the Agreement. The rights of the general public granted under this Easement will be limited to those uses that are consistent with the purpose of the Easement and the Agreement. Public use of the Property will be subject to Chapter 20 of the Portland City Code, as currently enacted or hereafter amended, as well as any rules, regulations, and policies of the Portland Bureau of Parks and Recreation. [I don't understand the intent of this last sentence, so I have deleted it.]
 5. **Rights Reserved to Grantor.** Grantor reserves for itself and its successors and assigns, any and all rights not granted herein, but will not exercise said rights in any manner which is inconsistent with the intent of this Easement and the Agreement.
 6. **Covenants and Remedies.** The Parties are responsible for compliance with the terms and conditions of this Easement and will remedy non-compliance matters, if any, in accordance with the terms and conditions of the Agreement.
 7. **Acts Beyond Parties' Control.** Nothing contained in this Easement shall be construed to entitle either Party to bring any action against the other Party for any injury to or change in the Property resulting from causes beyond that Party's control, including, without limitation, fire, flood, storm, and earth movement, or from any reasonable action taken by a Party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
 8. **Indemnification.** Grantee shall indemnify and hold Grantor and Grantor's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Easement by the Grantee or the Grantee's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Grantor shall indemnify and hold the Grantee and the Grantee's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Grantor or Grantor's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.
 9. **Hazardous Substances.** It is understood and agreed that this easement shall not act to transfer, grant, assign or convey to the Grantee any liability for any release of hazardous substances onto or from the subject property, and that Grantor is not attempting to transfer, grant, assign or convey any such liability.

10. **Transfer and/or Assignment.** This Easement is not assignable without the written consent of Grantor.
11. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantor and Grantee are free to jointly amend this Easement. Any such amendment shall be consistent with the purpose of this Easement and the Agreement and no such amendment shall be effective unless signed by the Grantor and Grantee.
12. **Subsequent Transfers.** Grantor agrees that any future conveyance of any interest in the Property, including without limitation, a leasehold interest, shall remain subject to the terms of this Easement.
13. **Termination of Rights and Obligations.** This Easement may be terminated as provided in the Agreement. In addition, a party's rights and obligations under this Easement terminate upon transfer of such party's interest in the Property, except that liability for acts or omissions occurring prior to a transfer shall survive such transfer. Notwithstanding anything to the contrary herein, capital improvements made by Grantee with Grantor's permission will become the property of the Grantor upon termination of the Easement, with Grantee having no further liability as to said improvements
14. **Miscellaneous.**
 - A. **Controlling Law and Forum.** This Easement shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation arising under this lease shall occur in the court sitting in Multnomah County having proper jurisdiction.
 - B. **Notices.** Any notice, demand, request, consent, approval, or other communication required or permitted hereunder shall be in writing and either served personally, by overnight courier service or by first class, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:
 - C. **Recording.** The City shall record this Easement in the official records of Multnomah County, Oregon and may re-record it as required to preserve its rights under this Agreement.
 - D. **Severability.** If any provision of this Easement is found to be invalid, the remaining portion thereof and all other provisions of this Easement shall, nevertheless, remain in full force and effect.
 - E. **Entire Agreement.** This Easement is the final and entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings or agreements between the parties.
 - F. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and permitted assigns and shall continue as a servitude running with the Property unless terminated as provided herein.
 - G. **Third Party.** As used in this Agreement, the term "third party" means individuals or entities other than Grantor and the Grantee.
 - H. **Counterparts.** The parties may execute this instrument in two or more counterparts, and when taken together will constitute one in the same instrument.

- I. No Third Party Beneficiaries Created. This Agreement is intended solely for the benefit of Metro and the City and there are no third party beneficiaries hereto, intended or otherwise. This Agreement may be enforced only by Metro and the City.
- J. Exhibits and Recitals. The exhibits and recitals are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this ____ day of _____, 2008.

METRO

By: _____

THE CITY OF PORTLAND

By: _____
Commissioner of Parks and Recreation

APPROVED AS TO FORM

City Attorney

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this ____ day of _____, 2008, by _____.

NOTARY PUBLIC FOR OREGON
My commission expires _____

STATE OF OREGON)

) ss.

County of Multnomah)

This instrument was acknowledged before me on this _____ day of _____, 2008, by

NOTARY PUBLIC FOR OREGON

My commission expires _____

After recording, please return to:

Name:

Address:

EXHIBIT E

After recording return to:

TRAIL EASEMENT

This Trail Easement (this "Easement") is made and entered into this _____ day of _____, 2008, by and between _____, an Oregon _____ ("Grantor"), and the City of Portland, located at 1120 SW 5th Avenue, Portland, Oregon 97204 ("Holder").

RECITALS

A. Grantor is the owner of the real property commonly known as Tax Parcel _____, Township _____, Range _____, Section _____ of the Willamette Meridian, in the City of _____, County of _____, State of Oregon, and legally described on Exhibit A attached hereto (the "Property").

B. Holder is an Oregon municipal government whose purpose, among other things, is to build, operate, and maintain recreational trails and pathways for the benefit of the public. Holder desires to build, operate, and maintain a recreational trail and pathway on the Property along the _____.

C. Grantor desires to grant to Holder, and Holder desires to accept from Grantor, an easement over the Property for the purpose of allowing Holder to establish and maintain a public trail and pathway in accordance with the terms and conditions set forth below.

In consideration of the recitals and the mutual benefits, covenants, and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby dedicates, grants, covenants, and agrees as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Holder a nonexclusive, perpetual easement in gross, on, over, across, and along a portion of the Property (the "Easement Area"). The Easement Area runs [insert general description] and is more particularly described and depicted on Exhibits B-1 and B-2 attached hereto.

2. Purposes. The purposes of this Easement are to give Holder the right to (a) enter the Easement Area at any time to establish, install, construct, maintain, and repair a trail and

pathway, which trail shall be up to _____ feet in width (the "Trail"), and (b) permit the public to access and use the Trail established, installed, and constructed by Holder. The Trail that Holder has the right to establish hereunder may be either a low-impact soft surface trail or an all-weather paved trail, or any combination or variant thereof, at Holder's discretion.

3. Construction, Repair, Maintenance.

(a) Holder may take all reasonable actions necessary to establish, construct, maintain, and repair the Trail within the Easement Area, including, but not limited to, installing the following related surface and subsurface utilities and improvements (collectively, the "Trail Facilities"): (i) appropriate trail surfaces, foot bridges and associated trail structures and culverts, (ii) trail markers, signs, lights, and other security enhancements along the Easement Area and at all points of access, (iii) any barriers, fences and gates necessary to prevent motorized vehicular access into the Easement Area, and (iv) benches for the convenience and comfort of the public. The Trail Facilities shall be and remain the property of Holder.

(b) *[Holder shall also have the right to establish, construct, maintain, and repair a designated amenity area within the _____ portion of the Easement Area, which area is more specifically identified on the attached Exhibit C (the "Amenity Area"). Holder may take any reasonable actions necessary to accomplish the foregoing, including, but not limited to, installing the following amenities, structures, and improvements: (i) educational and informational kiosks and signage, (ii) picnic areas and shelters, and (iii) water, sanitary, and access facilities.]*

(c) Holder shall be responsible for obtaining all governmental permits for construction of the Trail and Trail Facilities prior to commencing such construction and Grantor shall cooperate in good faith with Holder in obtaining any necessary construction and/or development permits. Holder shall give Grantor thirty (30) days written notice before commencing construction of the Trail and Trail Facilities. **[TEMPORARY CONSTRUCTION EASEMENT – consider revising depending if area is needed for staging or for shoulder buffer: Grantor hereby grants to Holder a temporary, non-exclusive construction easement over, under, in, along, across and upon that certain area immediately adjacent to the Easement Area, which area is further described on the attached Exhibit D (the "Temporary Construction Area"), for the purpose of constructing the Trail Facilities. Holder may use and access the Temporary Construction Area to (i) conduct any studies, tests, examinations, and surveys it deems necessary for trail design and construction purposes, and (ii) engage in any activities reasonably related to construction of the Trail and Trail Facilities. The temporary construction easement granted hereunder shall commence on the Effective Date of this Easement and shall automatically terminate at such time as construction is completed by Holder and Holder has mailed a Notice of Completion to Grantor and recorded such Notice in the real property records of _____ County. Any of the Temporary Construction Area disturbed by Holder during construction shall be restored by Holder, at Holder's sole costs and expense, to its pre-construction condition.]**

(d) Holder shall be solely responsible for all repair and maintenance of the Trail and Trail Facilities; provided, however, that Grantor shall reimburse Holder for all sums

expended by Holder to repair any damage to the Trail and Trail Facilities due to the negligence or abnormal use by Grantor or Grantor's invitees, guests, or licensees.

4. Permitted Trail Uses. Holder may permit the public to access the Trail for recreational and transportation purposes, including, without limitation, walking, running, cycling, skating, skiing, and horseback riding. Except for motorized wheelchairs (or other mobility devices used by individuals with disabilities) or in the case of an emergency, motorized vehicles will not be permitted on the Trail; provided, however, that Holder may use motorized vehicles and equipment for construction, maintenance, repair, and security purposes related to the Trail and Trail Facilities. Holder shall have the right, in its sole discretion, to restrict or limit public use of and access to the Trail.

5. Grantor's Use of Easement Area: Grantor shall retain the right to access, use, and enjoy the Easement Area for its purposes consistent with the rights granted herein. Grantor is prohibited, however, from engaging in any activity on, or use of, the Easement Area that (i) is inconsistent with the terms of this Easement, (ii) materially interferes with or impairs the use of the Trail by Holder or the public, or (iii) hinders or interferes with future Trail construction or repair by Holder. Without limiting the generality of the forgoing, the following activities and uses by Grantor within the Easement Area are expressly prohibited without the express written consent of the Holder:

- (a) Constructing any improvements or structures, parking any vehicles, installing any paving or gravel, or storing any personal property;
- (b) Blocking, obstructing, or interfering with Holder's access through the Easement Area;
- (c) Excluding any persons from using the Trail, provided that such use is in accordance with the terms of this Easement, or taking any other action that unreasonably prevents or interferes with public entry onto the Trail and Trail Facilities, including without limitation imposing a fee or charge of any kind;
- (d) Cutting, trimming, pruning, destroying, mowing, spraying with biocides, or removing any vegetation trees, plants, or shrubs;
- (e) Planting any vegetation, including, without limitation, any trees, shrubs, grasses, or seeds of any kind;
- (f) Placing or erecting any signs, billboards, or other advertising material, temporary or permanent;
- (g) Dumping or storing ashes, trash, rubbish, garbage, sawdust, lawn cuttings, leaves, compost, or other material or substances;
- (h) Filling, excavating, digging, dredging, mining, quarrying, removing, or disturbing the topsoil, sand, gravel, rock, minerals, or other materials;

(i) Damming, dredging, or undertaking any other activities that may be detrimental to water quality; and

(j) Taking any action that damages fish or wildlife, or their habitats; alters existing vegetation or drainage patterns, flood plains, wetlands, or the natural condition of the Easement Area; or results in erosion, siltation, or other forms of pollution.

6. Enforcement. In addition to any other remedies available at law or in equity, Holder may compel Grantor to make the Easement Area available for the purposes set forth above in Section 2 by exercising any one or more of the following remedies:

(a) Holder may seek injunctive relief to specifically enforce the terms of this Easement, to restrain present or future violations of this Easement, or to compel restoration of the Trail or any Trail Facilities destroyed or altered as a result of Grantor's violation of this Easement; and

(b) Holder may enter the Property to remove any barrier obstructing Holder's ability to access the Easement Area or the Trail, and may take other self-help measures or actions reasonably necessary to protect and preserve the rights of Holder under this Easement.

7. Hazardous Substances. Grantor represents and warrants to the best of its knowledge that it has disclosed to Holder the results of any and all Phase I Environmental Assessments, Phase II Environmental Investigations, surveys, sampling, and testing regarding the Property, and any information contained therein. It is understood and agreed that Holder, by accepting this grant of easement, is not accepting any liability for any release of Hazardous Substances, as that term is defined in ORS Chapter 465, on, to, or from the Property, unless resulting directly from an intentional or negligent act of Holder or Holder's employees, agents, or contractors, and that Grantor is not attempting to convey, transfer, or assign any such liability herein.

8. Taxes. Grantor shall pay when due all real property taxes, assessments, and other charges against the Property, including the Easement Area. There shall be no right to contribution from Holder for such items.

9. [As-is Condition. *Except as otherwise set forth herein, Grantor makes no representation as to the physical condition or safety of the Easement Area. The usage of Easement Area is at the public's risk and in its "as-is" condition, including, but not limited to all existing or subsequent natural hazards--i.e., slippery areas, loose rocks, tree limbs, water currents, sink holes, etc.]*

10. Liability and Indemnity. The parties to this Easement acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, both Grantor and Holder are immune from liability for injuries incurred on the property by members of the public who access the Easement Area under authority of this Easement. Holder shall indemnify, defend, and hold harmless Grantor against all losses and litigation expenses resulting from property damage and/or personal injuries that occur or are alleged to occur as a result of Holder's installation or maintenance of the Trail or the Trail Facilities, except to the extent caused by the negligent or wrongful acts or

omissions of Grantor. Grantor agrees to indemnify, defend, and hold harmless Holder from any loss or litigation expense arising from, related to, or associated with (a) personal injury or property damage occurring prior to the Effective Date of this Easement, (b) activities or uses engaged in by Grantor, or Grantor's contractors, agents, employees, tenants, guests, invitees, or anyone else entering the Property by, through, or under the express or implied invitation of Grantor, or (c) structures, facilities, or improvements within the Easement Area, other than the Trail Facilities installed by Holder. As used in this Section, the word "losses" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a litigation expense. As used in this Section, the term "litigation expenses" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees, and disbursements.

11. Notice and Addresses. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, to the address set forth below. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To Grantor: _____

To Holder: _____

With a copy to: _____

12. Title Warranty.

(a) Grantor represents and warrants that Grantor owns the entire fee simple interest in the Property, and has the full power and lawful authority to grant this Easement. Any and all financial liens or financial encumbrances existing as of the date of the execution of this Easement have been subordinated. Grantor further represents and warrants that the Property is not subject to any other liens and encumbrances except as otherwise set forth on the attached Exhibit E.

(b) **[DRAINAGE DISTRICT LANGUAGE:** *As referenced on Exhibit E, the _____ Drainage District No. ____, a special district of the State of Oregon (the "Drainage District"), holds a public drainage easement over certain portions of the Easement Area. Such easement was recorded in the real property records of _____ County on _____, as Recorder's Fee No. _____ (the "Drainage Easement"). This*

Easement is subject to the terms of the Drainage Easement, which provides, among other things, that (1) the Drainage District is authorized to build and operate drainage improvements, such as levees and other flood control structures, on certain portions of the Property for the purpose of preventing and mitigating flood damage and (b) before constructing any improvements within the Drainage District's easement area, Grantor, and therefore Holder, must first obtain the Drainage District's written consent.]

13. Relocation. **IF TRAIL LOCATED ON LEVEE** – May want to include language providing Holder the option to relocate the Trail and Trail Facilities in the event the levee is moved.]

14. Entire Agreement. This Easement is the final and complete agreement between the parties concerning the rights granted herein, and supersedes all prior understandings with respect to it. This Easement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by all parties to the Easement.

15. Further Cooperation. Each of the parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Easement.

16. Covenants Running With the Land. The parties acknowledge and agree that the grant conferred by this Easement is intended to, and does, constitute an encumbrance that runs with the Property and inures to the benefit of and is binding upon the parties and their respective grantees, heirs, successors, and assigns. Without limiting the forgoing, Grantor acknowledges that Holder's rights under this Easement are assignable and that Grantor hereby consents to Holder's assignment of all of its right, title, and interest and its delegation of all of its obligations created under this Easement. Upon any such assignment, Holder shall be forever released and discharged from any and all claims, demands, and damages which Grantor may have, make, or suffer as a result of any thing done or occurring after the date of such assignment. Nothing contained in this Section, however, shall in any way be construed as releasing Holder's successors and assigns from any obligations to Grantor created by this Easement.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

[INSERT HOLDER NAME]

GRANTOR

By: _____
Name: _____
Title: _____

[INSERT NAME]

Exhibits:

- Exhibit A – Property Legal Description
- Exhibit B-1 – Easement Area Legal Description
- Exhibit B-2 – Depiction of Easement Area

Exhibit C – Description of Amenity Area

Exhibit D – Description of Temporary Construction Easement Area

Exhibit E – Permitted Liens and Encumbrances

State of OREGON

County of _____

This instrument was acknowledged before me on _____, 2008, by _____
_____ as the _____ of _____, an Oregon
_____.

Notary Public - State of Oregon

State of OREGON

County of _____

This instrument was acknowledged before me on _____, 2008, by _____
_____ as the _____ of _____, an Oregon
_____.

EXHIBIT F

After recording return to:

TRAIL AND GREENWAY EASEMENT

This Trail and Greenway Easement (this "Easement") is made and entered into this _____ day of _____, 2008, by and between _____, an Oregon _____ ("Grantor"), and the City of Portland, located at 1120 SW 5th Avenue, Portland, Oregon 97204 ("Holder").

RECITALS

A. Grantor is the owner of the real property commonly known as Tax Parcel _____, Township _____, Range _____, Section _____ of the Willamette Meridian, in the City of _____, County of _____, State of Oregon, and legally described on Exhibit A attached hereto (the "Property").

B. Holder is an Oregon municipal government whose purpose, among other things, is to build, operate, and maintain recreational trails and pathways for the benefit of the public. Holder desires to build, operate, and maintain a recreational trail, pathway and greenway on the Property along the _____.

C. Grantor desires to grant to Holder, and Holder desires to accept from Grantor, an easement over the Property for the purpose of allowing Holder to establish and maintain a public trail and pathway, with an adjoining greenway, in accordance with the terms and conditions set forth below.

In consideration of the recitals and the mutual benefits, covenants, and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby dedicates, grants, covenants, and agrees as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Holder a nonexclusive, perpetual easement in gross, on, over, across, and along a portion of the Property (the "Easement Area").

The Easement Area runs [_____*insert general description*_____] and is more particularly described and depicted on Exhibits B-1 and B-2 attached hereto.

2. Purposes. The two general purposes of this Easement are to authorize a portion of the Easement Area to be used as a public bicycle and pedestrian trail for public recreation and for the remainder of the Easement Area to be protected and restored as a natural area to protect water quality and provide and improve fish and wildlife habitat. Holder shall have the right to enter the Easement Area at any time to establish, install, construct, maintain, and repair (a) a trail and pathway, which trail shall be approximately ____ feet in width (the "Trail"), and (b) a vegetated buffer of native plants and natural habitat on all other portions of the Easement Area not used for the Trail (the "Greenway"). The Trail may be either a low-impact soft surface trail or an all-weather paved trail, or any combination or variant thereof. Holder shall also have the right to permit the public to access and use the Trail established, installed, and constructed by Holder.

3. Construction, Repair, Maintenance.

(a) Holder may take all reasonable actions necessary to establish, construct, maintain, and repair the Trail within the Easement Area, including, but not limited to, installing the following related surface and subsurface utilities and improvements (collectively, the "Trail Facilities"): (i) appropriate trail surfaces, foot bridges and associated trail structures and culverts, (ii) trail markers, signs, lights, and other security enhancements along the Easement Area and at all points of access, (iii) any barriers, fences and gates necessary to prevent motorized vehicular access into the Easement Area, and (iv) benches for the convenience and comfort of the public. The Trail Facilities shall be and remain the property of Holder.

(b) Holder may take all reasonable actions necessary to establish, construct, maintain, and repair the Greenway within the Easement Area, including, but not limited to: (i) removing non-native and invasive plant species, and (ii) installing ecological, habitat, and water quality restoration improvements such as, without limitation, planting native plants, creek channel and bank stabilization projects, culvert removal, and wetlands restoration.

(c) [Holder shall also have the right to establish, construct, maintain, and repair a designated amenity area within the _____ portion of the Easement Area, which area is more specifically identified on the attached Exhibit C (the "Amenity Area"). Holder may take any reasonable actions necessary to accomplish the forgoing, including, but not limited to, installing the following amenities, structures, and improvements: (i) educational and informational kiosks and signage, (ii) picnic areas and shelters, and (iii) water, sanitary, and access facilities.]

(d) Holder shall be responsible for obtaining all governmental permits for construction of the Trail and Trail Facilities prior to commencing such construction and Grantor shall cooperate in good faith with Holder in obtaining any necessary construction and/or development permits. Holder shall give Grantor thirty (30) days written notice before commencing construction of the Trail and Trail Facilities. **[TEMPORARY CONSTRUCTION EASEMENT – consider revising depending if area is needed for staging or for shoulder**

buffer: *Grantor hereby grants to Holder a temporary, non-exclusive construction easement over, under, in, along, across and upon that certain area immediately adjacent to the Easement Area, which area is further described on the attached Exhibit D (the "Temporary Construction Area"), for the purpose of constructing the Trail Facilities. Holder may use and access the Temporary Construction Area to (i) conduct any studies, tests, examinations, and surveys it deems necessary for trail design and construction purposes, and (ii) engage in any activities reasonably related to construction of the Trail and Trail Facilities. The temporary construction easement granted hereunder shall commence on the Effective Date of this Easement and shall automatically terminate at such time as construction is completed by Holder and Holder has mailed a Notice of Completion to Grantor and recorded such Notice in the real property records of _____ County. Any of the Temporary Construction Area disturbed by Holder during construction shall be restored by Holder, at Holder's sole costs and expense, to its pre-construction condition.]*

(e) Holder shall be solely responsible for all repair and maintenance of the Trail, Trail Facilities, and Greenway; provided, however, that Grantor shall reimburse Holder for all sums expended by Holder to repair any damage to the Trail, Trail Facilities, and Greenway due to the negligence or abnormal use by Grantor or Grantor's invitees, guests, or licensees.

4. Permitted Trail Uses. Holder may permit the public to access the Trail for bicycle and pedestrian recreational and transportation purposes, including, without limitation, walking, running, cycling, skating, skiing, and horseback riding. Except for motorized wheelchairs (or other mobility devices used by individuals with disabilities) or in the case of an emergency, motorized vehicles will not be permitted on the Trail; provided, however, that Holder may use motorized vehicles and equipment for construction, maintenance, repair, and security purposes related to the Trail and Trail Facilities. Holder shall have the right, in its sole discretion, to restrict or limit public use of and access to the Trail.

5. Grantor's Use of Easement Area: Grantor shall retain the right to access, use, and enjoy the Easement Area for its purposes consistent with the rights granted herein. Grantor is prohibited, however, from engaging in any activity on, or use of, the Easement Area that (i) is inconsistent with the terms of this Easement, (ii) materially interferes with or impairs the use of the Trail by Holder or the public, (iii) hinders or interferes with future Trail construction or repair by Holder, or (iv) materially interferes with or impairs the ecological functioning of the Greenway. Without limiting the generality of the forgoing, the following activities and uses by Grantor within the Easement Area are expressly **prohibited** without the express written consent of the Holder:

(a) Constructing any improvements or structures, parking any vehicles, installing any paving or gravel, or storing any property;

(b) Blocking, obstructing, or interfering with Holder's access through the Easement Area;

(c) Excluding any persons from using the Trail, provided that such use is in accordance with the terms of this Easement, or taking any other action that unreasonably

prevents or interferes with public entry onto the Trail and Trail Facilities, including without limitation imposing a fee or charge of any kind;

(d) Cutting, trimming, pruning, destroying, mowing, spraying with biocides, or removing any vegetation trees, plants, or shrubs;

(e) Planting any vegetation, including, without limitation, any trees, shrubs, grasses, or seeds of any kind;

(f) Placing or erecting any signs, billboards, or other advertising material, temporary or permanent, upon any portion of the Easement Area;

(g) Dumping or storing ashes, trash, rubbish, garbage, sawdust, lawn cuttings, leaves, compost, or other material or substances;

(h) Filling, excavating, digging, dredging, mining, quarrying, removing, or disturbing the topsoil, sand, gravel, rock, minerals, or other materials;

(i) Damming, dredging, or undertaking any other activities that may be detrimental to water quality; and

(j) Taking any action that damages fish or wildlife, or their habitats; alters existing vegetation or drainage patterns, flood plains, wetlands, or the natural condition of the Easement Area; or results in erosion, siltation, or other forms of pollution.

6. Enforcement. In addition to any other remedies available at law or in equity, Holder may compel Grantor to make the Easement Area available for the purposes set forth above in Section 2 by exercising any one or more of the following remedies:

(a) Holder may seek injunctive relief to specifically enforce the terms of this Easement, to restrain present or future violations of this Easement, or to compel restoration of the Trail, Trail Facilities, and Greenway destroyed or altered as a result of Grantor's violation of this Easement; and

(b) Holder may enter the Property to remove any barrier obstructing Holder's ability to access the Easement Area or the Trail, and may take other self-help measures or actions reasonably necessary to protect and preserve the rights of Holder under this Easement.

7. Hazardous Substances. Grantor represents and warrants to the best of its knowledge that it has disclosed to Holder the results of any and all Phase I Environmental Assessments, Phase II Environmental Investigations, surveys, sampling, and testing regarding the Property, and any information contained therein. It is understood and agreed that Holder, by accepting this grant of easement, is not accepting any liability for any release of Hazardous Substances, as that term is defined in ORS Chapter 465, on, to, or from the Property, unless resulting directly from an intentional or negligent act of Holder or Holder's employees, agents, or contractors, and that Grantor is not attempting to convey, transfer, or assign any such liability herein.

8. Taxes. Grantor shall pay when due all real property taxes, assessments, and other charges against the Property, including the Easement Area. There shall be no right to contribution from Holder for such items. Holder shall not object to a designation of the Easement Area as open space or a habitat area for tax purposes, in order for Grantor to take advantage of any tax benefits that such designation may provide; provided, however, that any such designation would not adversely affect Holder's rights to use the Easement Area as provided in this Easement.

9. [As-is Condition. Except as otherwise set forth herein, Grantor makes no representation as to the physical condition or safety of the Easement Area. The usage of Easement Area is at the public's risk and in its "as-is" condition, including, but not limited to all existing or subsequent natural hazards--i.e., slippery areas, loose rocks, tree limbs, water currents, sink holes, etc.]

10. [Liability and Indemnity. The parties to this Easement acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, both Grantor and Holder are immune from liability for injuries incurred on the property by members of the public who access the Easement Area under authority of this Easement. Holder shall indemnify, defend, and hold harmless Grantor against all losses and litigation expenses resulting from property damage and/or personal injuries that occur or are alleged to occur as a result of Holder's installation or maintenance of the Trail, Trail Facilities, or Greenway, except to the extent caused by the negligent or wrongful acts or omissions of Grantor. Grantor agrees to indemnify, defend, and hold harmless Holder from any loss or litigation expense arising from, related to, or associated with (a) personal injury or property damage occurring prior to the Effective Date of this Easement, (b) activities or uses engaged in by Grantor, or Grantor's contractors, agents, employees, tenants, guests, invitees, or anyone else entering the Property by, through, or under the express or implied invitation of Grantor, or (c) structures, facilities, or improvements within the Easement Area, other than the Trail Facilities installed by Holder. As used in this Section, the word "losses" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a litigation expense. As used in this Section, the term "litigation expenses" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees, and disbursements.]

11. Notice and Addresses. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, to the address set forth below. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To Grantor:

To Holder: _____

With a copy to: _____

12. Title Warranty.

(a) Grantor represents and warrants that Grantor owns the entire fee simple interest in the Property, and has the full power and lawful authority to grant this Easement. Any and all financial liens or financial encumbrances existing as of the date of the execution of this Easement have been subordinated. Grantor further represents and warrants that the Property is not subject to any other liens and encumbrances except as otherwise set forth on the attached Exhibit E.

(b) **[DRAINAGE DISTRICT LANGUAGE:** *As referenced on Exhibit E, the _____ Drainage District No. ____, a special district of the State of Oregon (the "Drainage District"), holds a public drainage easement over certain portions of the Easement Area. Such easement was recorded in the real property records of _____ County on _____, as Recorder's Fee No. _____ (the "Drainage Easement"). This Easement is subject to the terms of the Drainage Easement, which provides, among other things, that (1) the Drainage District is authorized to build and operate drainage improvements, such as levees and other flood control structures, on certain portions of the Property for the purpose of preventing and mitigating flood damage and (b) before constructing any improvements within the Drainage District's easement area, Grantor, and therefore Holder, must first obtain the Drainage District's written consent.]*

13. [Relocation. IF TRAIL LOCATED ON LEVEE – May want to include language providing Holder the option to relocate the Trail and Trail Facilities in the event the levee is moved.]

14. Entire Agreement. This Easement is the final and complete agreement between the parties concerning the rights granted herein, and supersedes all prior understandings with respect to it. This Easement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by all parties to the Easement.

15. Further Cooperation. Each of the parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Easement.

16. Covenants Running With the Land. The parties acknowledge and agree that the grant conferred by this Easement is intended to, and does, constitute an encumbrance that runs with the Property and inures to the benefit of and is binding upon the parties and their respective grantees, heirs, successors, and assigns. Without limiting the forgoing, Grantor acknowledges

that Holder's rights under this Easement are assignable and that Grantor hereby consents to Holder's assignment of all of its right, title, and interest and its delegation of all of its obligations created under this Easement. Upon any such assignment, Holder shall be forever released and discharged from any and all claims, demands, and damages which Grantor may have, make, or suffer as a result of any thing done or occurring after the date of such assignment. Nothing contained in this Section, however, shall in any way be construed as releasing Holder's successors and assigns from any obligations to Grantor created by this Easement.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

[INSERT HOLDER NAME]

GRANTOR

By: _____
Name: _____
Title: _____

[INSERT NAME]

Exhibits:

- Exhibit A – Property Legal Description
- Exhibit B-1 – Easement Area Legal Description
- Exhibit B-2 – Depiction of Easement Area
- Exhibit C – Description of Amenity Area*
- Exhibit D – Description of Temporary Construction Easement Area*
- Exhibit E – Permitted Liens and Encumbrances

State of OREGON

County of _____

This instrument was acknowledged before me on _____, 200__, by _____
_____ as the _____ of _____, an Oregon
_____.

Notary Public - State of Oregon

State of OREGON

County of _____

This instrument was acknowledged before me on _____, 200____, by _____
_____ as the _____ of _____, an Oregon
_____.

Notary Public - State of Oregon

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 09-4082, AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND FOR THE LONG TERM MANAGEMENT OF CERTAIN PROPERTIES LOCATED WITHIN THE CITY OF PORTLAND AND PURCHASED BY THE 1995 AND 2006 NATURAL AREAS BOND MEASURES.

Date: September 16, 2009

Prepared by: Kathleen Brennan-Hunter
503-797-1948

Katy Weil
503-797-1688

BACKGROUND

Metro has acquired 68 properties totaling 693.03 acres located within the City of Portland, Multnomah County, Oregon as part of the 1995 Open Spaces Bond Measure and the 2006 Natural Areas Bond Measure. Metro and the City wish to manage these properties to protect water quality, fish and wildlife habitat, and to restore native species. The purpose of this resolution is to approve a comprehensive intergovernmental agreement (IGA) with the City of Portland for the day to day management of these properties and provide for the responsibilities and obligations of the parties with respect to the allowable uses, management, maintenance, and operation of the properties. This agreement will also apply to future Natural Area Bond Measure acquisitions and other properties owned by Metro within the City where Metro and the City mutually agree to have the City manage such properties.

In the past, Metro and the City have entered into more than ten separate IGA's for management of individual properties or groups of properties. Several of these agreements have expired and others are about to expire. This agreement seeks to provide an umbrella framework for a more comprehensive management effort for all of these properties.

In Portland Park and Recreation's Natural Areas Acquisition Strategy (2006. City of Portland), it states, "PP&R manages most of the protected natural areas within the City of Portland (7,000 acres)." Also, when referring to the benefits of its property management of urban natural areas, the City stated, "PP&R's ability to manage property acquired by Metro allowed regional acquisition of small, but significant parcels, especially those offering buffers or connections to already protected habitat land."

Under this IGA, the City shall be responsible for the ongoing management, maintenance, security, and operation of the properties (hereinafter referred to as the "Properties") at all times, in accordance with their intended use as natural areas, with the primary goals being protection of the Properties' natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing. The City's responsibilities shall include management, maintenance, security, and operation of any facilities, projects, or improvements (e.g. fences, gates, removal of invasive plants, replanting of native plants, etc.) made by Metro as part of the stabilization of the properties. By accepting management responsibility for the Properties, the City agrees to be responsible for funding the operation and maintenance of the Properties, including, but not limited to payment of taxes and assessments, with the City's own financial and staffing resources. Metro shall periodically review the Properties to ensure that their management is in accordance with this IGA.

In return for the City accepting management responsibility for the Properties, the IGA provides for Metro to grant to the City a management and restoration easement over the Properties, in the form attached as

Exhibit D to the IGA. The City has expressed concern that it is not able to secure sufficient budgeted funds to manage the Properties without obtaining some type of ownership interest in the Properties. This easement will provide such to the City. In addition, the Agreement provides for the easement to be terminated in the event that the IGA is terminated.

As required by Metro's Metropolitan Greenspaces Master Plan, the long-term management guidelines for each Property must be set forth in a Resource Management/Master Plan ("Management Plan") applicable to the Property. Formal public use of a Property and site development on the Property shall not begin until a Management Plan for the Property has been adopted. The City shall make its good faith best effort to develop and adopt an area-specific park or natural resources management plan for Properties not being managed in accordance with an existing area-specific management plan (the "Management Plan"). Any such Management Plan will be subject to approval by the Metro Council, provided that "approval shall not be unreasonably withheld and shall be based on consistency with this Agreement, the Metro Greenspaces Master Plan and the intent of the Measures."

The IGA clearly outlines the responsibilities and obligations of the parties with respect to the allowable uses, improvements, management, maintenance, restoration, and operation of the Properties. The City of Portland signed the IGA August 26th, 2009.

In addition, this IGA also pre-approves of the parties using two additional property acquisition mechanisms that will allow for more efficient property and trail acquisitions. The first of these is to authorize Metro and the City to jointly acquire new properties, with each party's ownership interest in such new property being proportional to the amount of its financial contribution toward the purchase price, without either party needing to get separate approval of such joint acquisition from its respective Council, provided that the acquisition is otherwise consistent with the acquisition authority that each respective Council has delegated to its staff.

The second new mechanism is related to the acquisition of properties for trails, and the acquisition of trail easements. Several of the 2006 Bond Measure target areas within the City include goals for the acquisition of properties for trails, but such trails will be planned and constructed by the City. In order to facilitate future trail construction, this IGA authorizes Metro to pay for such properties or easements, but for the City to own title to such properties or be named as the holder of such easements.

ANALYSIS/INFORMATION

1. Known Opposition

None

2. Legal Antecedents

1995 Metro Open Spaces Bond Measure approved by voters on May 16, 1995.

2006 Metro Natural Areas Bond Measure approved by voters on November 8, 2006.

3. Anticipated Effects

For new and recent acquisitions eligible for Metro Natural Area Bond stabilization funding, Metro staff has worked and will continue to work collaboratively with staff from Portland Parks and Recreation's City Nature Program to develop an initial stabilization work plan. Upon approval of the agreement and at the end of the stabilization period, the City will take responsibility for the management of the properties, and ensure that stabilization activities will be maintained, as described

in the agreement. Metro staff will continue to be available for consultation as needed with the City of Portland for the management of the properties.

Metro staff has already begun the process of transitioning information about the properties, the improvements, and Metro standards and policies. Furthermore, Metro staff will be consulted on an ongoing basis as natural resource management planning continues for previously- managed and future non-bond funded properties which will be accepted by the City for management.

4. Budget Impacts

Stabilization costs for new acquisitions will come from Natural Area Bond Funds. General fund resources for natural area maintenance and property management staff time will be reduced.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of Resolution 09-4082.