

BEFORE THE METRO COUNCIL

AUTHORIZING THE CHIEF OPERATING ) RESOLUTION NO. 12-4360  
OFFICER TO GRANT AN EASEMENT AND )  
DEDICATE RIGHTS OF WAY, AND ENTER ) Introduced by Chief Operating Officer  
INTO AN INTERGOVERNMENTAL ) Martha Bennett, with the concurrence of  
AGREEMENT WITH THE CITY OF ) Council President Tom Hughes  
TROUTDALE FOR TRAIL CONSTRUCTION )  
AND LONG TERM MANAGEMENT OF )  
PROPERTY TO BE KNOWN AS COLLEGE )  
NATURE PARK AT BEAVER CREEK )

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 has acquired property (the “Property”) within the City of Troutdale (the “City”) that Metro and the City wish to manage as a nature park in accordance with the Metro Greenspaces Master Plan; and

WHEREAS, the City wishes to use a portion of its Local Share allocation to construct a nature park and trail through the Property and to call the Property the “College Nature Park at Beaver Creek”; and

WHEREAS, in order to provide safe public access to the Property, Multnomah County is requesting that Metro grant rights of way and a perpetual easement to Multnomah County for the construction and on-going maintenance of half-street improvements adjacent to the Property; and

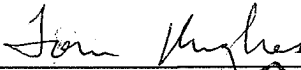
WHEREAS, Metro and the City have agreed to enter into an agreement for the management of this nature park with the primary goals being protection and enhancement of the Property’s natural resources and wildlife habitat, and the provision of access to nature; and

WHEREAS, the intergovernmental agreement will supersede any prior oral or written agreements or representations relating to management of the Property; and

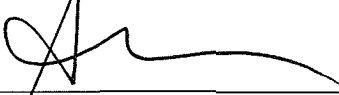
WHEREAS, the Troutdale City Council approved the intergovernmental agreement at its July 10, 2012, meeting; now therefore

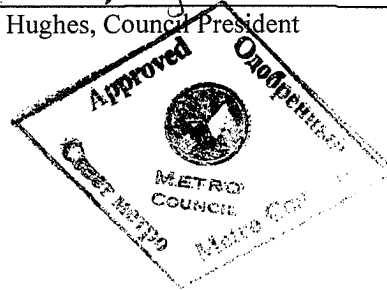
BE IT RESOLVED that the Metro Council hereby authorizes the Chief Operating Officer to:  
(1) Grant easement and rights of way, in the form approved by the Office of Metro Attorney and attached hereto as Exhibit A, and execute associated ancillary documents, as necessary for the project; and (2) execute an intergovernmental agreement with the City of Troutdale, substantially in the form attached hereto as Exhibit B, and otherwise approved by the Office of Metro Attorney, to authorize the City of Troutdale to name and manage the Property and construct the trail and nature park

ADOPTED by the Metro Council this 2<sup>nd</sup> day of August, 2012

  
Tom Hughes, Council President

Approved as to Form:

  
Alison Kean Campbell, Metro Attorney



**Grantor:**  
METRO  
Parks Department  
600 NE Grand Avenue  
Portland, OR 97232

Troutdale Road, County Road No. 1570  
Item No. 2012-01  
February 29, 2012

**After recording return to:**  
Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

**Until a change is requested,  
tax statements shall be sent to Grantee:**  
Multnomah County Transportation Division  
1620 SE 190th Ave  
Portland, Oregon 97233

**EASEMENT FOR ROAD PURPOSES**

METRO, a municipal corporation and political subdivision of the State of Oregon, "**Grantor**", grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**", for road purposes only the property identified as Parcel 1 and as more particularly described in the attached Exhibit A; Grantor further grants to Grantee a perpetual easement under, on, over and across the real property identified as Parcel 2, a perpetual easement for the purpose of slope, drainage, utility, sidewalk, landscaping and traffic control devices, more particularly described in the attached Exhibit A. These grants are free of encumbrances except Conditions, Restrictions, Restrictive Covenants, and Easements of Record if any.

Grantor represents and warrants that he/she has the authority to do this grant. Grantor shall not grant or allow any subsequent uses or activities in the easement area described in Exhibit A which would interfere with the Grantee's use of said easements.

The true consideration paid for this grant stated in terms of dollars is \$0.00, but consists of other value given, which is the whole consideration.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**For METRO:**

\_\_\_\_\_  
Martha Bennett, Chief Operating Officer

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by Martha Bennett, Chief Operating Officer, authorized to execute the instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

REVIEWED:  
By Jenny M. Morf, Acting County Attorney  
For Multnomah County, Oregon

By: \_\_\_\_\_  
Assistant County Attorney

The described property is accepted for use in conjunction with Troutdale Road, County Road No. 1570, on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By \_\_\_\_\_  
Brian S. Vincent, P.E., County Engineer for Multnomah County, Oregon

**EXHIBIT "A"**

Exhibit "A" Page 1 of 2

**PARCEL 1**

**FOR ROAD PURPOSES:**

A portion of that tract of land described as Parcel I in that warranty deed to METRO recorded on February 14, 2006 in Document No. 2006-027920, Multnomah County Deed Records, situated in the Northwest One-quarter of Section 1, Township 1 South, Range 3 East, W.M., City of Troutdale, Multnomah County, Oregon, more particularly described as follows:

That portion of said Parcel I which lies easterly of a line that is 45.00 feet westerly of, when measured at right angles to and parallel with, the centerline of S. Troutdale Road, County Road No. 1570.

Containing 9,258 square feet more or less.

**PARCEL 2**

PERPETUAL EASEMENT FOR THE PURPOSES OF SLOPE, DRAINAGE, UTILITY, SIDEWALK, LANDSCAPING AND TRAFFIC CONTROL DEVICES INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION OR INSTALLATION OF SAID FACILITIES AS DETERMINED BY GRANTEE FOR THE MAINTENANCE AND OPERATION OF THE PUBLIC RIGHT-OF-WAY UNDER, ON, OVER AND ACROSS THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A portion of that tract of land described as Parcel I in that warranty deed to METRO recorded on February 14, 2006 in Document No. 2006-027920, Multnomah County Deed Records, situated in the Northwest One-quarter of Section 1, Township 1 South, Range 3 East, W.M., City of Troutdale, Multnomah County, Oregon, more particularly described as follows:

That portion of said METRO Parcel I which lies easterly of a line that is 50.00 feet westerly of, when measured at right angles to and parallel with, the centerline of S. Troutdale Road, County Road No. 1570. Excluding herefrom the aforescribed Parcel 1.

Containing 3,171 square feet more or less.

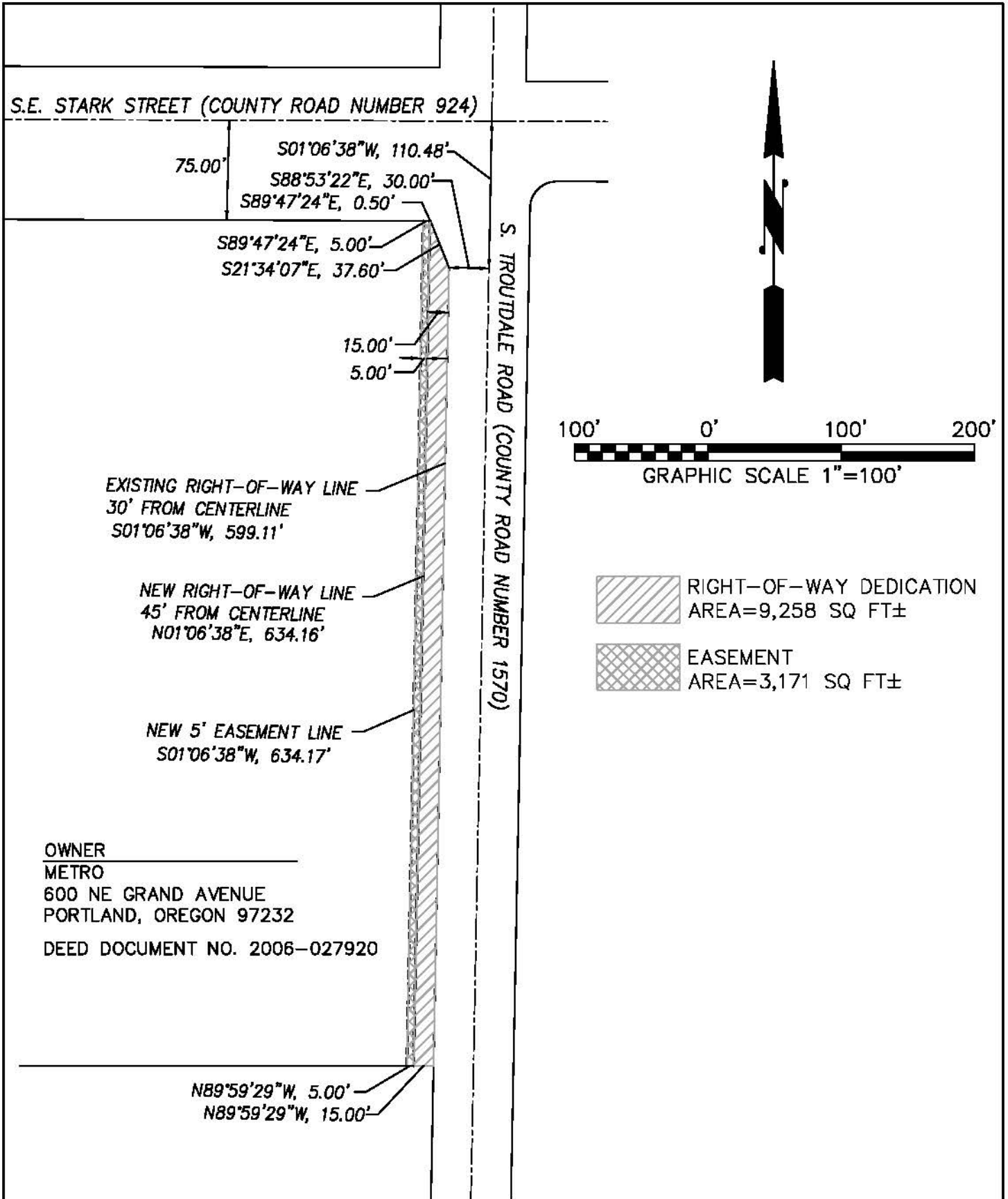
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JUNE 30, 1997  
JAMES S. CLAYTON  
2832

RENEWAL DATE: 1/1/2014

As shown on the attached EXHIBIT MAP, herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the EXHIBIT MAP and the written legal description, the written legal description shall prevail.



**TROUTDALE ROAD, MT HOOD GREENWAY PROJECT**  
**TAX LOT 300, RIGHT-OF-WAY AND EASEMENT EXHIBIT**  
**NW 1/4 SECTION 1, T13, R3E, W.M.**  
**MULTNOMAH COUNTY OREGON**

**CITY OF TROUTDALE**



**INTERGOVERNMENTAL AGREEMENT**

**College Nature Park Property, City of Troutdale**

This Intergovernmental Agreement (“Agreement”) dated this \_\_\_ day of \_\_\_\_\_, 2012, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 (“Metro”), and the City of Troutdale, located at 104 SE Kibling, Troutdale, Oregon 97060 (the “City”).

**RECITALS:**

WHEREAS, pursuant to the Metro Open Spaces, Parks and Streams 1995 Ballot Measure 26-26 (“Metro Open Spaces Bond Measure”) on 16 July, 2004, Metro purchased approximately 62.6 acres of real property, including 4,832 feet of frontage along Beaver Creek, formerly a part of the Mt. Hood Community College campus and known as “Mt. Hood Community College Property” (the “Property”), located at 3200 Troutdale Road in Troutdale, Oregon, and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, the Property is within the Sandy River Target Area identified pursuant to the Metro Open Spaces Bond Measure, and is also identified as a regionally significant open space and natural area in the Metro Greenspaces Master Plan;

WHEREAS, the Property has been identified as a significant natural area in the Troutdale Parks Master Plan;

WHEREAS, the City previously managed the Property as open space pursuant to an intergovernmental land management agreement dated April 5, 2000, which agreement has now expired;

WHEREAS, the City designated a portion of the City’s Local Share allocation of the 2006 Natural Areas bond measure to restoration and improvement of the area of the Property closest to Stark Street and Troutdale Road including trail construction, wetland viewing area, and interpretive signage, which trail and all other improvements on the Property, are collectively referred to herein as the “Trail” (*Metro contract #927850*);

WHEREAS, on July 10, 2012, the City Council authorized the City to enter into this Agreement;

WHEREAS, Metro and the City wish to enter into this Agreement to provide for the responsibilities and obligations of the parties with respect to the construction of the Trail and the use, maintenance, management, and operation of the Property;

Now, therefore, the parties agree as follows:

**A. Construction**

The City will construct the Trail on the Property in accordance with the design plans attached as Exhibit B to this Agreement, and shall have sole responsibility for arranging, paying for, and managing the construction of the Trail, including all labor and materials costs. The City will obtain at its expense, all local, state or federal permits necessary to construct the Trail.

**B. Maintenance, Management, and Operation**

1. Maintenance Plan.

- (a) The City shall be responsible for the ongoing maintenance, repair, management, and operation of the Property, including any replacements of any improvements, in accordance and in a manner consistent with this Agreement, the Metro Greenspaces Master Plan, the City’s Parks Master Plan, the City’s adopted Park Rules, and the City’s Type B site, Level 2 Maintenance Standards, attached hereto as Exhibit C (the “Maintenance Standards”).
- (b) Metro shall designate at least one staff member to participate in the development of the Maintenance Plan. The parties shall meet and walkthrough the Property following completion of construction of the Trail to review the Maintenance Standards and confer regarding any particular maintenance actions on the Property that may be desired by the parties. The Maintenance Standards, along with any additional maintenance actions agreed upon by the parties, shall constitute the maintenance plan for the Property (the “Maintenance Plan”).
- (c) The Maintenance Plan shall ensure that the Property is maintained as a publicly-accessed park and natural area, with the primary goals being protection of the Property’s natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing. The parties shall meet from time to time to update or revise the Maintenance Plan, in a manner acceptable to both parties.
- (d) Metro hereby grants the City the right to open the Property to the public provided that public use of the Property shall not begin until formal opening of the nature park and/or completion of construction of the Trail. The City has proposed to call the nature park “College Nature Park at Beaver Creek,” and Metro does not object to this name. The City shall not change the name without Metro’s prior written consent, which consent will not be unreasonably withheld.

2. Limitations. Other than as approved as part of the design for the Trail or as part of the Maintenance Plan, no improvements or trails shall be constructed on the Property and no alteration of water or timber resource shall occur without Metro’s prior written approval. Except as incidental to the authorized use of the Property, no hazardous substances may be used, handled, stored or transported on, to or from the Property by the City.

3. Security. The City shall maintain security of the Property, and shall provide additional fencing, gates, signage, and other measures as the City may deem necessary to increase safety on the Property, and to deter improper public use of the Property, prior to and after adoption of the Maintenance Plan. During the interim period, the City shall respond to neighborhood or citizen complaints regarding improper use or noise on the Property.

4. Assessments. To the extent that the City’s management actions cause any taxes or assessments against the Property, the City shall be responsible for such taxes or assessments.

5. Permits; Coordination.

- (a) The City shall be responsible for obtaining any permits necessary for maintenance, management, or operation of the Property.
- (b) Any permits granted by the City to users of the Property shall comply with the terms and limitations set forth in this Agreement and in the Maintenance Plan for the Property.
- (c) The City shall be responsible for contacting and coordinating with other local or state agencies regarding any and all maintenance, management, or operation issues that may arise with respect to the Property.

6. Easements. All requests for easements, rights of way, and leases on or affecting the Property shall be submitted to Metro in accordance with the Metro Easement Policy, Resolution No. 97-2539B, passed by the Metro Council on November 6, 1997, attached hereto as Exhibit D.

**C. General Provisions**

1. Term. The term of this Agreement shall be ten (10) years from the effective date of this Agreement, automatically renewing every ten (10) years for an additional ten (10) year period, unless terminated by either party by written notice to the other party, at least one (1) month prior to the renewal of any additional ten (10) year term.



2. Right of Entry: Metro grants to the City, its agents and contractors, the right to enter the Property for the purpose of performing all activities reasonably necessary for the maintenance, management, and operation of the Property and for the fulfillment of the City's duties under this Agreement and the Maintenance Plan.
3. Indemnification. The City, to the maximum extent permitted by law and subject to the limitations of the Oregon Tort Claims Act, ORS Chapter 30, and the Oregon Constitution , shall defend, indemnify and save harmless Metro, its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from the construction of the Trail, the maintenance, management or operation of the Property, or the City's actions under this Agreement. Metro, to the maximum extent permitted by law and subject to the limitations of the Oregon Tort Claims Act, ORS Chapter 30, and the Oregon Constitution , shall defend, indemnify and save harmless the City, its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from Metro's actions under this Agreement.
4. Oregon Constitution and Tax Exempt Bond Covenants. The source of funds for the acquisition of this Property is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d) and 11(e) of the Oregon Constitution, and the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would cause Metro to be unable to maintain the current status of the real property taxes as exempt from Oregon's constitutional limitations or the income tax exempt status of the bond interest. In the event the City breaches this covenant, Metro shall be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.
5. Signage. The City shall recognize that funding to complete the project was provided from the Metro 1995 and 2006 Open Space and Natural Areas bond measures, respectively. Such project recognition shall be included in and on on-site documentation, any published final products and visual presentations, web site information, collateral materials, newsletters, and press releases. Other provisions for funding recognition included in the Intergovernmental Agreement pertaining to the City's Local Share (*Metro contract# 927850*) shall apply.
6. Unusual Circumstances. In the event of unforeseen circumstances, such as a change in funding status for park operation and maintenance, such that the City fails to receive funding, appropriations, or other expenditure authority sufficient to allow City, in the exercise of its reasonable discretion, to continue to perform its obligations under this Agreement, Metro and the City may review this Agreement and amend it as necessary. The parties may jointly terminate all or part of this Agreement based upon the circumstances as necessary or a determination that such action is in the public interest.
7. Termination for Cause. Either party may terminate this Agreement in full, or in part, at any time before the date of completion, whenever that party determines, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default. The terminating party shall promptly notify the other party in writing of that determination and document such default as outlined herein. The other party shall have thirty (30) days to cure the problem. Notwithstanding any termination for cause, both parties shall be entitled to receive payments for any work completed or for which that party is contractually obligated for, which completion or contractual obligation occurred prior to the effective date of the termination, provided that no party shall be obligated to make any payment except for work specifically provided for in this Agreement.
8. Laws of Oregon. This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapter 279A, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. The City shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
9. Waivers. No waiver made by Metro with respect to the performance, or manner or time thereof, of any obligation of the City or any condition inuring to Metro's benefit under this Agreement shall be considered a waiver of any other rights of the Metro. No waiver by Metro of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver. No waiver made by the City with respect to the performance, or manner or time thereof, of any obligation of Metro or any condition inuring to the City's benefit under this Agreement shall be

considered a waiver of any other rights of the City. No waiver by the City of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

10. Assignment. The parties may not assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except the parties may delegate or subcontract for performance of any of its responsibilities under this Agreement.
11. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by fax and regular mail.

To Metro:                      Metro  
   Jim Desmond  
   Director, Metro Sustainability Center  
   600 N.E. Grand Avenue  
   Portland, OR 97232

To City:                         City of Troutdale  
   Rich Faith  
   Director, Community Development  
   104 SE Kibling  
   Troutdale, OR 97060

12. Severability. If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to this Property. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

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

CITY OF TROUTDALE

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_

**Exhibits:**

Exhibit A - Legal Description

Exhibit B - City of Troutdale College Nature Park Design Plans

Exhibit C - City of Troutdale Maintenance Standards

Exhibit D - Metro Easement Policy and Metro Resolution No. 97-2539B

**EXHIBIT A****Legal Description of the Property**

Revised Tax Lot 300, Map 1S3E1  
 Description  
 May 10, 2004

A tract of land in the west one-half of Section 1, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, Oregon, to wit:

Beginning at the intersection of the south line of S.E. Stark Street (County Road No. 924) with the northerly extension of the east line of the Wm. M. Taylor D.L.C. No. 59, which point bears S.89°49'00"E., 962.90 feet and S.00°18'46"W., 75.00 feet from the northwest corner of said Section 1; thence S.89°49'00"E. along the south line of S.E. Stark Street, 631.40 feet to the west line of S. Troutdale Road, County Road No. 1570; thence S.21°36'11"E. along said west line, 37.68 feet; thence continuing along said west line, S.01°05'05"W., 599.11 feet to a 5/8" iron rod; thence leaving said west line, West, 310.57 feet to a 5/8" iron rod; thence South, 355.88 feet to a 5/8" iron rod; thence S.52°18'20"W., 40.66 feet to a 5/8" iron rod; thence S.57°34'37"W., 142.29 feet to a 5/8" iron rod; thence S.68°19'02"W., 86.06 feet to a 5/8" iron rod; thence S.44°39'58"W., 99.59 feet to a 5/8" iron rod; thence S.32°54'43"W., 160.23 feet to a 5/8" iron rod; thence S.64°38'21"W., 141.91 feet to a 5/8" iron rod; thence S.05°12'55"W., 120.14 feet to a 5/8" iron rod; thence S.04°20'58"W., 169.56 feet to a 5/8" iron rod; thence S.02°50'29"E., 198.42 feet to a 5/8" iron rod; thence S.35°57'22"E., 125.12 feet to a 5/8" iron rod; thence S.55°18'44"W., 50.33 feet; thence N.76°29'45"W., 172.51 feet; thence N.00°01'13"E., 98.72 feet; thence N.80°53'12"W., 435.86 feet; thence N.23°53'12"W., 36.21 feet to the north line of said Taylor D.L.C.; thence S.89°06'48"W. along said north line, 116.95 feet; thence leaving said north line, N.20°43'07"E., 140.30 feet to a 5/8" iron rod; thence N.43°24'06"W., 121.51 feet to a 5/8" iron rod; thence N.05°55'01"E., 337.58 feet to a 5/8" iron rod and point of nontangent curvature; thence along the arc of a 328.01 foot radius curve left (the radius point of which bears N.12°18'05"W.) through a central angle of 59°51'09", 342.65 feet (chord bears N.47°46'20"E., 327.28 feet) to a 5/8" iron rod; thence N.17°37'08"E., 329.15 feet to a 5/8" iron rod; thence N.55°52'24"E., 356.01 feet to a 5/8" iron rod; thence N.43°16'39"E., 389.52 feet to the northerly extension of the east line of said Taylor D.L.C.; thence N.00°18'46"E., 196.21 feet to the Point of Beginning.

Contains 34.617 acres, more or less.

Revised Tax Lot 700, Map 1S3E2  
Description  
May 10, 2004

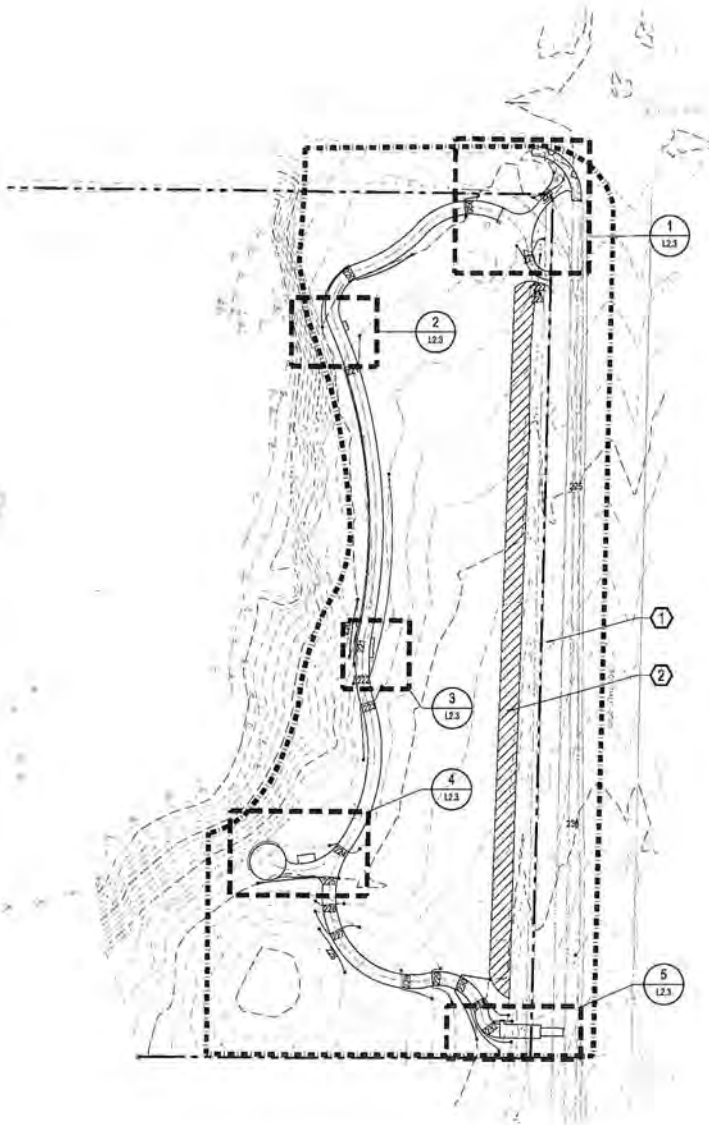
A tract of land in the west one-half of Section 1 and the east one-half of Section 2, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, Oregon, to wit:

Commencing at the easterly southwest corner of the John Lewellyn D.L.C. No. 60; thence S.00°03'47"W. along the west line of the William B. Jones D.L.C. No. 50, 208.35 feet to the **True Point of Beginning** of the tract herein described; thence leaving said west line, S.37°02'21"E., 222.47 feet to the north line of Cochran Road, County Road No. 789; thence S.88°35'03"W. along said north line, 94.44 feet; thence continuing along said north line, S.54°23'03"W., 48.99 feet to the west line of said Jones D.L.C.; thence N.00°03'47"E. along said west line, 2.54 feet to the north line of that certain tract of land described in Deed Book 963, Page 1458, recorded December 17, 1973, Multnomah County Deed Records; thence tracing the boundary of said Book 963, Page 1458 tract along the following courses and distances: S.88°35'03"W., 200.00 feet; thence S.57°24'03"W., 159.40 feet; thence S.00°29'27"E., 124.13 feet to the north line of said Cochran Road; thence S.65°31'03"W. along said north line, 118.67 feet; thence continuing along said north line, S.85°31'03"W., 177.31 feet; thence continuing along said north line, N.60°27'57"W., 67.97 feet; thence leaving said north line, N.35°32'52"E., 123.56 feet to a 5/8" iron rod; thence N.07°41'14"W., 177.00 feet to a 5/8" iron rod; thence N.61°23'09"W., 132.34 feet to a 5/8" iron rod; thence N.31°09'01"W., 160.74 feet to a 5/8" iron rod; thence N.58°16'18"W., 228.67 feet to a 5/8" iron rod; thence N.02°29'52"W., 418.97 feet to a 5/8" iron rod; thence N.13°59'31"W., 233.23 feet to a 5/8" iron rod; thence N.47°54'14"W., 80.86 feet; thence N.83°48'17"W., 265.91 feet to a 5/8" iron rod; thence N.12°22'10"E., 154.01 feet to a 5/8" iron rod; thence N.67°49'58"E., 311.29 feet to a 5/8" iron rod; thence S.64°08'09"E., 109.93 feet to a 5/8" iron rod; thence S.89°31'16"E., 68.72 feet to a 5/8" iron rod; thence N.36°00'55"E., 58.34 feet to a 5/8" iron rod; thence N.20°43'07"E., 11.55 feet to the north line of the Wm. M. Taylor D.L.C. No. 59; thence N.89°06'48"E. along said north line, 116.95 feet; thence leaving said north line, S.23°53'12"E., 36.21 feet; thence S.80°53'12"E., 435.86 feet; thence S.00°01'13"W., 98.72 feet; thence S.76°29'45"E., 172.51 feet; thence S.55°18'44"W., 96.96 feet to a 5/8" iron rod; thence S.00°01'13"W., 619.87 feet to a 5/8" iron rod; thence S.60°39'54"E., 130.95 feet to a 5/8" iron rod; thence S.37°02'21"E., 217.16 feet to the True Point of Beginning.

Contains 27.996 acres, more or less.

**EXHIBIT B**

**City of Troutdale College Nature Park Design Plans**



**LEGEND**

- PROPOSED CONTOUR MAJOR
- - - PROPOSED CONTOUR MINOR
- EXISTING CONTOUR MINOR
- - - EXISTING CONTOUR MAJOR
- PROPERTY LINE
- - - LIMIT OF WORK LINE
- PATH CENTERLINE

**KEY NOTES:**

- 1 REFER TO HALF STREET IMPROVEMENT PACKAGE.
- 2 ON SITE SPOILS AREA FROM STREET IMPROVEMENT WORK. ADDITIONAL SOIL SHALL BE ADDED TO THE WEST SIDE OF THE EXISTING BERM. NEW SOILS SHALL:
  - BE LEVEL WITH THE TOP OF THE EXISTING BERM.
  - HAVE A MAXIMUM SLOPE OF 3:1 ALONG THE WESTERN EDGE.
  - HAVE A MAXIMUM OVERALL WIDTH OF 10'
 CONTRACTOR TO RESEED ALL DISTURBED AND REGRADED AREAS WITH 'OPEN MEADOW SEEDING' MIX AS SHOWN ON PLANTING PLAN L4.0.

**NOTES:**

CRUSHED ROCK PATH AND CONCRETE PAVING GRADES SHALL NOT EXCEED 4%.



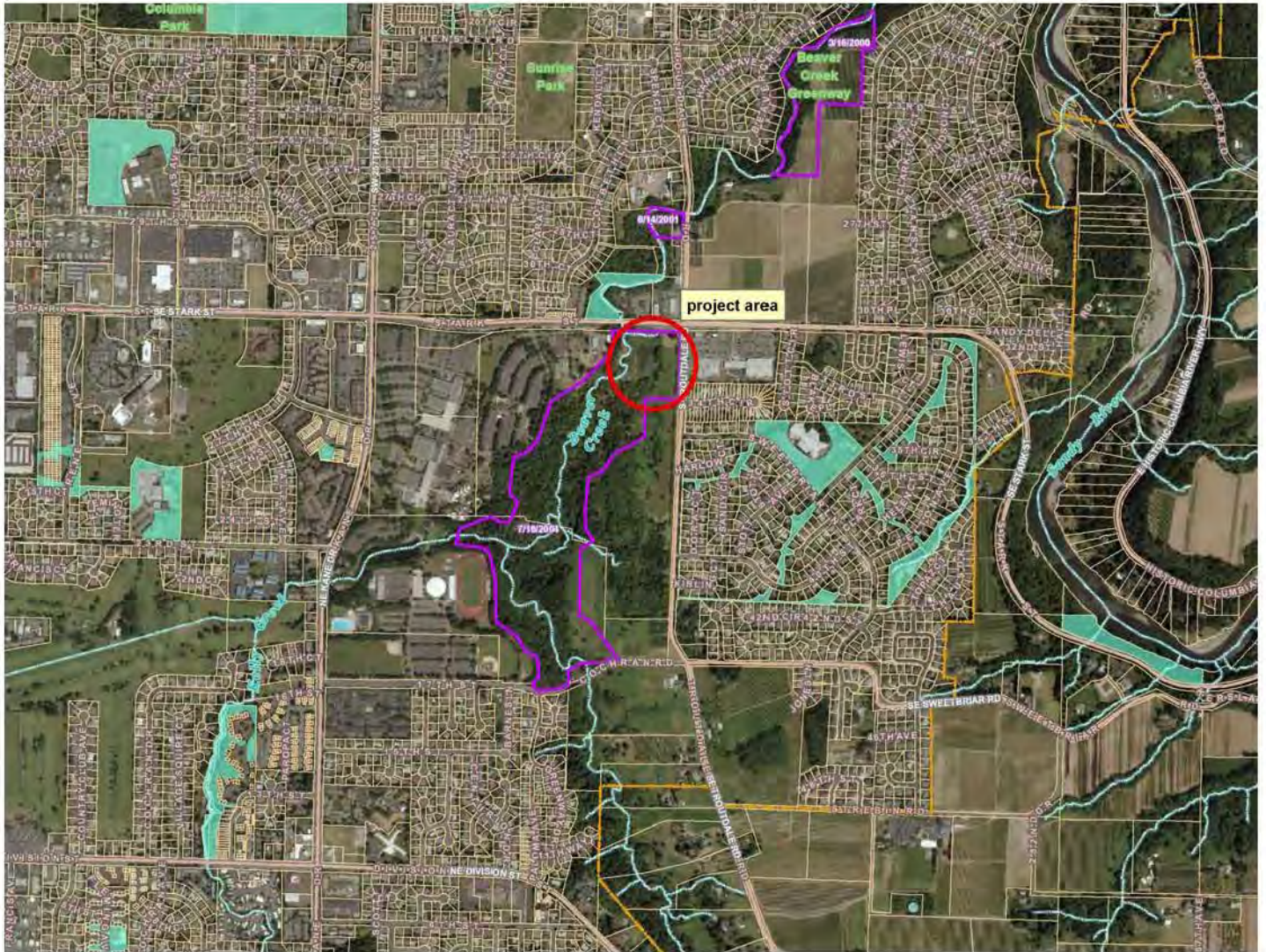
Project: College Nature Park Trail: Troutdale  
 City of Troutdale  
 12000 NE Oregon Street, Troutdale, Oregon 97060  
 503.674.2281

Submittal: BID SET  
 Sheet Title: SITE GRADING PLAN

Date: 3-23-2012  
 Revisions:

Drawn By: DO  
 Checked By: RT/WM  
 Job No.: 120162.1  
 Approved: DC

L2.2



**EXHIBIT C**

**City’s Maintenance Standards**

**Troutdale Parks  
Maintenance Levels 05-06  
Type B Sites**

**Community & Neighborhood Parks, Public Facilities, High Visibility Sites**

	<b>Level 1</b>	<b>Metro</b>	<b>Level 2</b>
Mowing	<u>Pedestrian Connectors only.</u> Weekly during growing season.	Level 2 OK	<u>Pedestrian Connectors only.</u> Under 6-inches (ornamental).
Aeration	None	Ok	None
Turf Edging	<u>Pedestrian Connectors only.</u> Hard edge minimum twice a season.	Ok	<u>Pedestrian Connectors only.</u> None
Sanitation Patrol	Once weekly all areas. Connectors.	Would need once weekly	1X weekly trail heads and pedestrian. 1X monthly natural areas/greenways.
<b>Rule Enforcement</b>		This could be done at the same time as Sanitation	<b>(Enforce “No Dogs” rule and other park regulations on the property)</b>
Park Restrooms	N/A	OK	N/A
Vandalism	24-hour response all sites.	OK	24-hour response all sites.
Safety Hazards	Immediate response all sites.	OK	Immediate response all sites.
Play Equipment	N/A	Ok	N/A
Wood Structures	Once weekly. Repair as needed.	OK	Once monthly. Repair as needed.
Planting Bed Weed Control	<u>Pedestrian Connectors only.</u> Post emergent as needed. No weed growth over 2-inches or seed head formation. No more than 3 weeds per square yard in established bed areas. Pre emergent in spring and fall (minimum). Mechanical weed control as needed.	OK	<u>Pedestrian Connectors only.</u> Post emergent as needed. No more than 10 weeds per square yard. Pre emergent in Fall. Mechanical control as needed.
Mulching	<u>Pedestrian Connectors only.</u> Once a year in established bed areas.	OK	<u>Pedestrian Connectors only.</u> None
Vegetation Control	Blackberries <5-feet in control areas. Reed Canary grass no seed heads in control areas. Invasive plants confined to City sites.	Would need Level 1 Maintenance in this category	As needed for public safety and site function.



Hard Surfaces & Picnic Tables	Pressure-wash once a year. Clean as needed.	OK	Clean as needed.
Turf Irrigation	<u>Pedestrian Connectors only.</u> Irrigate for fire hazard.	<u>OK</u>	<u>Pedestrian Connectors only.</u> None
Plant Irrigation	<u>Pedestrian Connectors only.</u> Hard irrigate trees and shrubs less than two years old a minimum of once a week.	<u>OK</u>	<u>Pedestrian Connectors only.</u> Hand irrigate trees and shrubs less than two years old a minimum of once a week.
Planting	<u>Pedestrian Connectors only.</u> Replacement plantings as needed.	<u>OK</u>	<u>Pedestrian Connectors only.</u> None
Pruning	Pruning in response to safety and vandalism activity.	OK	Safety and vandalism response only.
Rough Mowing	Less than 8-inches in height.	OK	Less than 14-inches in height.
Turf Fertilization	None	OK	None
Turf Weed Control	Once a year to all established ornamental turf only.	OK	None
Leaf Removal	<u>Pedestrian Connectors only.</u> As needed before negatively impacting turf or plantings beds. Mulch leaves and dispose on site where practical.	<u>OK</u>	<u>Pedestrian Connectors only.</u> Mulch in turf, remove bed leaves only if negative impact on plants.
Trail Maintenance	Inspect weekly. Repair as needed. Brush trails back 3 feet to keep vegetation from encroaching on trail. Resurface trails every three years. Leaf removal as needed to keep trails clear.	OK	Inspect monthly. Repair as needed. Brush trails back 3 feet to keep vegetation from encroaching on trail. Resurface for public safety only.

M:\susentr\Administration\Cntrcts-Grnts-IGAs--Easements\IGAs\MANAGEMENT IGA's--copies, maps, misc\city of Troutdale -- Maintenance Levels 05\_06 Type B sites\_specific to College Nature Park at Beaver creek.docx

**EXHIBIT D**

**Metro Easement Policy and  
Metro Resolution No. 97-2539B**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING GENERAL )	RESOLUTION NO. 97-2539B
POLICIES RELATED TO THE REVIEW OF )	
EASEMENTS, RIGHT OF WAYS, AND LEASES )	
FOR NON-PARK USES THROUGH PROPERTIES )	
MANAGED BY THE REGIONAL PARKS AND )	Introduced by
GREENSPACES DEPARTMENT. )	Mike Burton, Executive Officer

WHEREAS, Metro currently owns and manages more than 6,000 acres of regional parks, open spaces, natural areas, and recreational facilities; and

WHEREAS, additional lands are being acquired through the Open Space, Parks, and Streams Bond Measure, approved by voters in May of 1995; and

WHEREAS, the primary management objectives for these properties are to provide opportunities for natural resource dependent recreation, protection of fish, wildlife, and native plant habitat and maintenance and/or enhancement of water quality; and

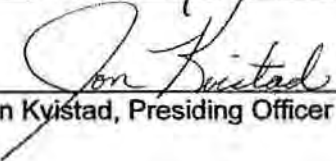
WHEREAS, Metro will be approached with proposals to utilize regional parks, open spaces, natural areas, and recreational facilities property for utility, transportation, and other non-park purposes; and

WHEREAS, Metro seeks to insure that these uses have no negative impact upon the primary management objectives of Metro Regional Parks and Greenspaces properties; and

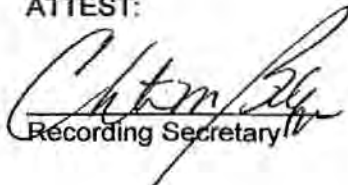
WHEREAS, it would be in Metro's best interest to provide for the orderly evaluation and consideration of proposals to utilize portions of Metro Regional Parks and Greenspaces properties for utility, transportation and other non-park uses; NOW THEREFORE,

BE IT RESOLVED, that the Metro Council hereby adopts the policy attached as Exhibit "A" for any and all requests related to formal proposals for the use of Metro Regional Parks and Greenspaces properties for the purposes noted therein.

ADOPTED by the Metro Council this 6<sup>th</sup> day of November, 1997.

  
 \_\_\_\_\_  
 Jon Kvistad, Presiding Officer

ATTEST:

  
 \_\_\_\_\_  
 Recording Secretary

Approved as to Form:

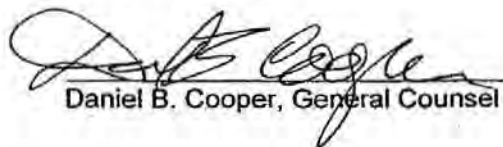
  
 \_\_\_\_\_  
 Daniel B. Cooper, General Counsel

Exhibit "A"

METRO POLICY RELATED TO THE REVIEW OF  
EASEMENTS, RIGHT OF WAYS, AND LEASES  
FOR NON-PARK USES

Metro owns and manages, either on its own or in partnership with other government and private entities, several thousand acres of regional parks, open spaces, natural areas and recreational facilities. These facilities are maintained to promote and preserve natural resources and recreational opportunities for the public consistent with the Greenspaces Master Plan adopted by the Metro Council in 1992, the Open Spaces Bond Measure approved by the voters in 1995 and other restrictions limiting the uses of specific properties in existence at the time of its acquisition by the public. Nothing in this policy shall be construed to allow these facilities to be used in any manner which detracts from this primary purpose. This policy is written from the perspective of Metro as the property owner, however, in those cases in which Metro co-owns a property with other entities, all decisions concerning the use of the property in question will be fully coordinated with the other owners. In addition, all new development and all proposed work within Water Quality Resource Areas or other environmentally sensitive work will be conducted in accordance with Metro or local government policies, to include where appropriate, application for permits and completion of environmental reviews. In event that local government policies are less restrictive than the Metro Model ordinances, Metro will apply the more restrictive Metro policies.

Regarding requests for easements, right of ways, and leases for non-park uses in Metro owned or managed regional parks, natural areas or recreational facilities, it is Metro's policy to:

- 1) Provide for formal review of all proposed easements, right of ways, and leases for non-park, uses by the Regional Parks and Greenspaces Advisory Committee, the Regional Facilities Committee and the full Council. Notwithstanding satisfaction of the criteria set forth herein, the final determination of whether to approve a proposed easement, right of way, or lease is still subject to the review and approval by the full Metro Council.
- 2) Prohibit the development of utilities, transportation projects and other non-park uses within corridors or on sites which are located inside of Metro owned or managed regional parks, natural areas, and recreational facilities except as provided herein.
- 3) Reject proposals for utility easements, transportation right of ways and leases for non-park uses which would result in significant, unavoidable impacts to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management.
- 4) Accommodate utility easements, transportation right of ways or other non-park uses when the Regional Parks and Greenspaces Department (the Department) determines that a proposed easement, right of way or non-park use can be accommodated without significant impact to

natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management; and that the impacts can be minimized and mitigated.

5) Require full mitigation and related maintenance, as determined by the Department, of all unavoidable impacts to natural resources, recreational facilities, recreational opportunities or their operation and management associated with the granting of easements, right of ways, or leases to use Metro owned or managed regional parks, natural areas or recreational facilities for non-park uses.

6) Limit rights conveyed by easements, right of ways, and leases for non-park uses to the minimum necessary to reasonably accomplish the purpose of any proposal.

7) Limit the term of easements, right of ways and leases to the minimum necessary to accomplish the objectives of any proposal.

8) Require "reversion", "non-transferable" and "removal and restoration" clauses in all easements, right of ways and leases.

9) Fully recover all direct costs (including staff time) associated with processing, reviewing, analyzing, negotiating, approving, conveying or assuring compliance with the terms of any easement, right of way, or lease for a non-park use.

10) Receive no less than fair market value compensation for all easements, right of ways, or leases for non-park uses. Compensation may include, at the discretion of the Department, periodic fees or considerations other than monetary.

11) Require full indemnification from the easement, right of way or lease holder for all costs, damages, expenses, fines or losses related to the use of the easement, right of way or lease. Metro may also require appropriate insurance coverage and/or environmental assurances if deemed necessary by the Office of General Counsel.

12) Limit the exceptions to this policy to: grave sales, utilities or transportation projects which are included in approved master/management plans for Metro regional parks, natural areas and recreational facilities; projects designed specifically for the benefit of a Metro regional park, natural area, or recreational facility; or interim use leases as noted in the Open Spaces Implementation Work Plan.

13) Provide for the timely review and analysis of proposals for non-park uses by adhering to the following process:

a) The applicant shall submit a detailed proposal to the Department which includes all relevant information including but not limited to: purpose, size, components, location, existing conditions, proposed project schedule and phasing, and an analysis of other alternatives which avoid the Metro owned or managed regional park, natural area or recreational facility which are considered infeasible by the applicant. Cost alone shall not constitute infeasibility.

b) Upon receipt of the detailed proposal, the Department shall determine if additional information or a Master Plan is required prior to further review and analysis of the proposal. For those facilities which have master plans, require that all proposed uses are consistent with the master plan. Where no master plan exists all proposed uses shall be consistent with the Greenspaces Master Plan. Deficiencies shall be conveyed to the applicant for correction.

c) Upon determination that the necessary information is complete, the Department shall review and analyze all available and relevant material and determine if alternative alignments or sites located outside of the Metro owned or managed regional park, natural area, or recreational facility are feasible.

d) If outside alternatives are not feasible, the Department shall determine if the proposal can be accommodated without significant impact to park resources, facilities or their operation and management. Proposals which cannot be accommodated without significant impacts shall be rejected. If the Department determines that a proposal could be accommodated without significant impacts, staff shall initiate negotiations with the applicant to resolve all issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. The Department shall endeavor to complete negotiations in a timely and business-like fashion.

e) Upon completion of negotiations, the proposed agreement, in the appropriate format, shall be forwarded for review and approval as noted in item "1" above. In no event shall construction of a project commence prior to formal approval of a proposal.

f) Upon completion of all Metro tasks and responsibilities or at intervals determined by the Department, and regardless of Metro Council action related to a proposed easement, right of way or lease for a non-park use, the applicant shall be invoiced for all expenses or the outstanding balance on expenses incurred by Metro.

g.) Permission from Metro for an easement or right-of-way shall not preclude review under applicable federal, state or local jurisdiction requirements.

## **STAFF REPORT**

### **AUTHORIZING THE CHIEF OPERATING OFFICER TO GRANT AN EASEMENT AND DEDICATE RIGHTS OF WAY, AND ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TROUTDALE FOR TRAIL CONSTRUCTION AND LONG TERM MANAGEMENT OF PROPERTY TO BE KNOWN AS COLLEGE NATURE PARK AT BEAVER CREEK**

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Date: August 2, 2012

Prepared by: Dan Moeller, 503-797-1819  
Katy Weil, 509-797-1688

## **BACKGROUND**

Metro acquired 62 acres of property, informally known as the Mt. Hood Community College Property, with funds from the 1995 Open Spaces, Parks and Streams bond measure. The entire property is located within the City of Troutdale (the “City”).

If approved, this resolution authorizes the development of a nature park on the property, including agreements necessary for development. These include a rights of way dedication, a perpetual easement over 0.28 acres and an intergovernmental agreement (IGA) with the City of Troutdale. The IGA provides for the responsibilities and obligations of the parties with respect to the allowable uses, management, maintenance and operation of the property.

The City wishes to develop and manage the property to provide access to nature while protecting water quality, fish and wildlife habitat and restoring native species. Approximately \$389,000 of the City’s Local Share allocation from the 2006 Natural Areas bond measure will be used to restore and improve the area. The park design includes trails, wetland views, interpretive signage and benches on approximately five acres of the Metro-owned portion of the property.

In order to provide for access to the nature park, Multnomah County requires a rights of way dedication of 0.21 acres and a perpetual easement of 0.07 acres for the installation of half-street improvements, and ongoing maintenance. The dedication and easement are included in the exhibits to the resolution.

The City proposes to call the nature park “College Nature Park at Beaver Creek.” The Beaver Creek Greenway Trail on the property is part of the 40-Mile Loop trail system, which has been a high priority trail in the region for decades. This section of the Beaver Creek Canyon Greenway will not only fill in a gap of the 40-Mile Loop trail, but it will also help link regionally significant destinations such as downtown Troutdale and the adjacent Mt. Hood Community College.

Under the IGA, the City shall be responsible for the ongoing development, construction, management, maintenance, security and operation of the nature park. The primary goals are to protect the property’s natural resources, enhance and protect wildlife habitat and provide 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, removing invasive plants, replanting native plants, etc.). By agreeing to manage the property, the City agrees to be responsible for funding the operation and maintenance of the property, including but not limited to, payment of any applicable taxes and assessments with the City’s financial and staffing resources. As required by Metro’s Metropolitan Greenspaces Master Plan, the long-term maintenance guidelines for the property shall be set forth in a Maintenance Plan applicable to the property. The City has developed and adopted an area-specific park plan for the property.

Metro staff will periodically review the property, and the Maintenance Plan, to ensure that their management is in accordance with this IGA. The City of Troutdale approved this agreement July 10, 2012.

## **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 7, 2006.

Metro Council Resolution 07-3780, Authorizing Execution of Twenty-Eight Intergovernmental Agreements with Local Parks Providers for the Local Share of the Natural Areas Bond Measure, adopted on March 29, 2007.

### **3. Anticipated Effects**

Adoption of the easement and rights of way dedication will allow the city to initiate construction of the trail and the half-street improvements required by Multnomah County.

Approval of the IGA will allow the City to develop and manage the trail and nature park.

### **4. Budget Impacts**

The City of Troutdale is paying for improvements with funds from their Local Share allocation. There will be no budget impacts.

## **RECOMMENDED ACTION**

The Chief Operating Officer recommends approval of Resolution 12-4360.