

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE ) RESOLUTION NO. 97-2563  
EXECUTIVE OFFICER TO EXECUTE AN )  
INTERGOVERNMENTAL AGREEMENT WITH )  
NORTH CLACKAMAS PARKS AND )  
RECREATION DISTRICT TO MANAGE )  
PROPERTIES ON MT. TALBERT PURCHASED ) Introduced by Mike Burton  
BY METRO ) Executive Officer

WHEREAS, in July, 1992, the Metro Council adopted by Resolution No. 92-1637 the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, Metro has purchased over 2,350 acres pursuant to Ballot Measure 26-26 and the stated goal of acquiring up to 6,000 acres of open space property throughout the region; and

WHEREAS, Measure 26-26 provided that lands acquired by Metro with the regional share of the bond funds would be "land banked" with minimal maintenance, and no bond funds can be legally used for any operating expenses on these lands; and

WHEREAS, Measure 26-26 provided that Metro Regional Parks and Greenspaces Department may operate and maintain these lands or other cooperative arrangements may be made with other jurisdictions or park providers to operate and maintain these lands consistent with the Greenspaces Master Plan; and

WHEREAS, Metro is negotiating an agreement to purchase the 66.77-acre Chia Development Corporation Property (hereafter, the "Chia" Property or the "Property") identified in the East Buttes and Boring Lava Domes Target Area refinement plan as a Tier IB property requiring a minimum 25% non-Metro match; and

WHEREAS, the IGA calls for North Clackamas Parks and Recreation District (hereafter "NCPRD") to contribute 25% of the purchase price of the Chia property, and Metro to contribute 75% of the purchase price, and Metro and NCPRD will share title as tenants in common proportionate to these contributions, with deed restrictions requiring that the property remain in its natural condition in perpetuity; and

WHEREAS, NCPRD has agreed to accept responsibility for operation, maintenance and management of the Chia property, and potentially other properties on Mt. Talbert identified in the East Buttes and Boring Lava Domes Target Area Refinement Plan; and

WHEREAS, an intergovernmental agreement (IGA) with NCPRD would benefit the property and public in general by providing increased care for the property and encourage public use; and

WHEREAS, the IGA sets forth management, maintenance, and operation guidelines for NCPRD, requiring that the property be managed for passive recreation, pedestrian/bicycle use, and habitat restoration, with the primary goals being protection of the property's natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with these goals; and

WHEREAS, the IGA attached hereto as Exhibit A is being presented to the Clackamas County Board of Commissioners for management of the Chia property, and potentially, additional properties in the East Buttes and Boring Lava Domes Target Area; now, therefore

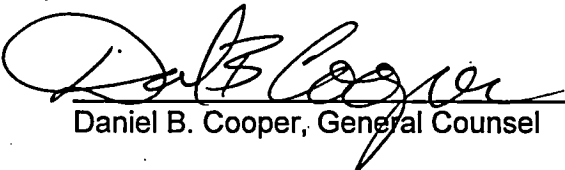
BE IT RESOLVED,

That the Metro Council authorizes the Metro Executive Officer to execute the Chia/Mt. Talbert IGA with NCPRD, attached hereto as Exhibit A, wherein Metro and NCPRD will jointly acquire and own the Chia Property, and NCPRD will manage the Chia Property and, potentially, other properties within the Mt. Talbert section of the East Buttes and Boring Lava Domes Target Area.

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

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

Approved as to Form:

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

**INTERGOVERNMENTAL AGREEMENT**

**Mount Talbert - Chia Development Corporation Property**

This Intergovernmental Agreement ("Agreement") dated this \_\_\_ day of \_\_\_\_\_, 1997 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 North Clackamas Park and Recreation District, located at 11022 SE 37th Avenue, Milwaukie, Oregon 97222 ("NCPRD").

**RECITALS:**

WHEREAS, approximately 66.77 acres of real property within the Mount Talbert Natural Area in Clackamas County, Oregon, known as the Chia Development Corporation Property, formerly known as Bon Development Corporation, is available for purchase, as more particularly described in Exhibit A attached hereto ("Chia Property" or "Property");

WHEREAS, the East Buttes-Boring Lava Domes was identified as a regionally significant open space by the Metro Greenspaces Master Plan, and by the Metro Open Spaces, Parks and Streams 1995 Ballot Measure 26-26 ("Metro Open Spaces Measure");

WHEREAS, the Refinement Plan for the East Buttes-Boring Lava Domes Target Area, adopted by the Metro Council on July 17, 1996, Resolution No. 96-3631, identified certain areas as Tier 1b, requiring a 75%-25% partnership between Metro and local governments for acquisition of identified properties; and also requiring deed restrictions that the properties remain in their natural condition in perpetuity;

WHEREAS, the Chia Property is within the East Buttes-Boring Lava Domes Target Area and is identified as a Tier 1B property in the Refinement Plan;

WHEREAS, Metro and NCPRD wish to purchase the property and to preserve it as open space in accordance with the Metro Open Spaces Measure and with the Metro Greenspaces Master Plan;

WHEREAS, Metro is negotiating an Agreement of Purchase and Sale for the Property (the "Agreement of Purchase and Sale"); and

WHEREAS, Metro and NCPRD wish to enter into this Agreement to authorize the purchase and to provide for the responsibilities and obligations of the parties with respect to the acquisition, allowable uses, maintenance and operation of this Chia Development Corporation Property;

Now, therefore, the parties agree as follows:

**A. Acquisition**

1. Metro and NCPRD are hereby authorized to purchase the Chia Property in accordance with the final Agreement of Purchase and Sale, to be attached hereto as Exhibit C. At closing Metro will contribute 75% of the purchase price and NCPRD will contribute 25% of the purchase price. NCPRD will also accept an assignment of a 25% interest in the Agreement of Purchase and Sale.
2. Metro and NCPRD shall take title to the Property as tenants in common, with Metro having a 3/4 undivided interest and NCPRD having a 1/4 undivided interest and with deed restrictions requiring that the property shall remain in its natural condition in perpetuity..
3. Metro shall be responsible for completing the negotiations for the final Agreement of Purchase and Sale and any other terms of the transaction with the Property owner and for undertaking the normal due diligence investigations conducted by Metro pursuant to the Open Spaces Measure practices. If NCPRD requires any due diligence investigations not required by Metro, NCPRD shall be solely responsible for those items. Metro shall also be responsible for drafting and coordinating escrow instructions and closing details, and shall pay the Buyer's closing costs.

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

1. The long-term management guidelines for the Property will be set forth in a Resource Management Plan ("Management Plan") for the Property, as set forth in Section D below. This Agreement shall set forth the interim protection guidelines for the Property prior to adoption of the Management Plan, and shall also set forth the use limitations for the Property which must be carried forth and reflected in the Management Plan.
2. If Metro executes an agreement to purchase Property within Mount Talbert which Metro would like NCPRD to manage under the terms of this Agreement, Metro shall notify NCPRD in writing in the form attached hereto as Exhibit B ("Notice of Acquisition"). NCPRD shall notify Metro if NCPRD does not wish to accept management responsibilities for that property in accordance with this Agreement, using NCPRD's best efforts to make this notification prior to the closing date for the acquisition. If NCPRD has not so notified Metro within thirty (30) days of receiving Metro's Notice of Acquisition, then NCPRD shall be deemed to have accepted the new Property for management, maintenance and operation in accordance with the terms and conditions of this Agreement.
3. Metro and NCPRD agree that NCPRD shall be responsible for the ongoing management, maintenance, and operation of the Property, both during the interim period and after adoption of the Management Plan.

4. The term of NCPRD's management, maintenance, and operation responsibilities for the Property shall be determined by the Management Plan, but in no event shall the term be less than ten (10) years from the effective date of this Agreement, renewable by mutual written agreement for additional ten (10) year periods.
5. Metro grants to NCPRD, its agents and contractors, the right to enter the Property for the purpose of performing all activities reasonably necessary for the management, maintenance and operation of the Property and for the fulfillment of their duties under this Agreement and pursuant to the Management Plan.

**C. Interim Protection Guidelines**

1. Prior to the adoption of a Management Plan for the Property, the Property shall be managed, maintained and operated by NCPRD in accordance and in a manner consistent with this Agreement, the Metro Greenspaces Master Plan, and NCPRD's Comprehensive Master Plan ("the Plans"). In case of conflict among Plans, the Plan affording the highest level of resource protection shall govern.
2. The Property shall at all times be managed, maintained, operated, and protected in accordance with its intended use as a natural area open space, 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.
3. In accordance with the Metro Greenspaces Master Plan, formal public use of the Property and site development on the Property shall not begin until a Management Plan for the Property has been adopted.
4. Prior to the adoption of a Management Plan for the Property, in the interim period, at NCPRD's discretion, the Property may be used informally by the public for passive recreation, habitat enhancement, pedestrian activity, and/or nonmotorized bicycle use. All uses of the Property in the interim period shall be consistent with this Agreement and with the Plans, and shall not preclude any uses that could later be allowed in the Management Plan.
5. Prior to the adoption of the Management Plan for the Property, in the interim period NCPRD shall not allow or permit any alteration of any water, timber, mineral, or other resource on the Property, except for the control of exotic or pest plant species or as necessary to prevent Property degradation or for security or public safety concerns.
6. NCPRD shall maintain security of the Property as NCPRD may deem necessary in its discretion as manager of the Property.

**D. Resource Management Plan for the Property**

1. NCPRD shall develop a Resource Management Plan (“Management Plan”) for the Property. The Management Plan shall set forth the acceptable management, operation, maintenance, types and levels of programmed and public use, and trail and improvement standards for the Property. NCPRD shall manage the Property in accordance with the standards and guidelines developed in the Management Plan.
2. The Management Plan shall ensure that the Property is managed, maintained 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 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 of the Property’s natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing. As part of the process of developing the Management Plan, NCPRD shall take an inventory of the resources on the Property.
3. Metro shall designate at least one staff member to participate in the Management Plan process for the Property. In addition to any other approvals required by NCPRD, the Management Plan shall be subject to approval by the Metro Council prior to its implementation, which approval shall not be unreasonably withheld and shall be based on consistency with this Agreement and with the Greenspaces Master Plan.

***E. Permits, Assessments, Coordination with Other Public Agencies***

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

**F. General Provisions**

1. **Indemnification.** NCPRD, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify and save harmless Metro, its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any management, maintenance or operation of the Property, including but not limited to construction of trails or in relation to any other improvement on the Property, except as caused by Metro's negligence.
2. **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. NCPRD 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 NCPRD breaches this covenant, Metro shall be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.
3. **Signage.** NCPRD shall provide on-site signage informing the public that NCPRD is managing the site. Metro will provide on-site signage stating that funding for the acquisition came from Metro Open Spaces Measure bond proceeds. NCPRD shall also document in any publication, media presentation or other presentations, in which the Property is mentioned, that funding for the acquisition came from Metro Open Spaces Measure bond proceeds. On-site signage that provides recognition of Metro funding shall be subject to prior review and comment by Metro. All signage will be consistent with Metro guidelines for Open Spaces Projects.
4. **Joint Termination for Convenience.** Metro and NCPRD may by mutual agreement terminate all or part of this Agreement based upon a determination that such action is in the public interest.
5. **Law of Oregon.** This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to ORS 279.015 to 279.320.

6. Assignment. NCPRD may not assign any of its rights or responsibilities under this Agreement without prior written consent from Metro, except NCPRD may delegate or subcontract for performance of any of its responsibilities under this Agreement.
7. 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  
   Charles Ciecko  
   Director, Metro Regional Parks and Greenspaces  
   600 NE Grand Avenue  
   Portland, OR 97232-2736

To NCPRD                      North Clackamas Park and Recreation District  
   Don Robertson  
   Interim Director  
   11022 SE 37th Avenue  
   Milwaukie, OR 97222

9. Severability. If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to 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.

NORTH CLACKAMAS PARK  
AND RECREATION DISTRICT

METRO

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

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

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

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

Exhibit A  
Property Description

**LEGAL DESCRIPTION**

**PARCEL 1:** The Southwest one-quarter of the Northeast one-quarter and the Southeast one-quarter of the Northwest one-quarter of Section 3, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, EXCEPTING THEREFROM that portion lying within the boundaries of public roads.

ALSO EXCEPTING THEREFROM the following described property a tract of land in Section 3, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, said initial point bearing South 89° 56' 08" West 1322.20 feet and North 00° 01' 00" West 30.50 feet from the Southeast corner Northeast one-quarter corner Section 3, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence from said initial point North 00° 01' 00" West along said East line 1289.91 feet to the Northeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section 3; thence North 89° 57' 18" West along the North line of the Southwest one-quarter of the Northeast one-quarter of said Section 3, 375.69 feet; thence leaving said North line, South 40° 05' 08" East, 193.00 feet; thence South 14° 39' 23" East, 243.65 feet; thence South 75° 20' 37" West, 108.22 feet; thence South 14° 39' 23" East, 15.00 feet; thence North 75° 20' 37" East, 108.22 feet; thence South 11° 24' 52" East, 86.25 feet; thence South 01° 11' 56" West 90.87 feet; thence North 88° 48' 04" West, 100.00 feet; thence North 01° 11' 56" East 5.96 feet to the point of curve left of a 422.00 foot radius curve; thence along the arc of said curve left through a central angle of 02° 52' 20", 21.15 feet (chord bears North 00° 14' 14" West, 21.15 feet); thence South 88° 19' 36" West, 44.00 feet to a point of nontangent curvature; thence Southeasterly along the arc of a 378.00 foot radius curve right (the radius point of which bears South 88° 19' 36" West) through a central angle of 02° 52' 20", 18.95 feet (chord bears South 00° 14' 14" East 18.95 feet); thence South 89° 33' 00" West, 84.59 feet; thence North 89° 57' 18" West, 150.00 feet; thence North 79° 06' 18" West, 157.31 feet; thence South 81° 56' 45" West 142.59 feet; thence South 16° 56' 14" West, 185.00 feet; thence South 28° 57' 44" East, 217.58 feet to a point of nontangent curvature; thence Southwesterly along the arc of a 56.00 foot radius curve left (the radius point of which bears South 28° 57' 44" East) through a central angle of 56° 06' 31", 54.84 feet (chord bears South 32° 59' 00" West, 52.67 feet); thence South 44° 24' 38" West, 66.63 feet; thence South 17° 30' 50" East 145.00 feet; thence North 88° 17' 57" East, 115.00 feet; thence South 29° 33' 54" East 95.00 feet; thence South 57° 49' 50" East 91.86 feet to the Northerly line of SE Mather Road, County Road No. 242; thence South 89° 00' 34" East along said Northerly line, 367.82 feet; thence South 89° 09' 34" East 218.12 feet to the initial point.

**PARCEL 2:** Part of the Northwest one-quarter of the Northeast one-quarter of Section 3; in Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as:

Beginning at the Northwest corner of that tract of land conveyed to Orris J. Fry and Bernice Craig Fry, his wife, by deed recorded April 17, 1944, in Book 323, page 429, Clackamas County Records, which beginning point is also Northwesterly, along the centerline of the Milwaukie-Foster County Road, 200.00 feet, more or less, from the intersection of said centerline, with the East line of the Northwest one-quarter of the Northeast one-quarter of said Section 3, from said beginning point; running thence Northwesterly, along the centerline of said road, 150.00 feet, more or less, to the most Westerly Northwest corner of that tract of land conveyed to Louis T. Birkenfeld and Ruth W. Birkenfeld, his wife, by deed recorded July 22, 1939, in Book 260, page 86, said records; running

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thence South 16° 00' West, along the West line of said Birkenfeld tract, to the Southwest corner of said tract, which is located on the South line of the Northwest one-quarter of the Northeast one-quarter of said Section 3; running thence East, on the 1/16th Section line, 160.00 feet, more or less, to the Southwest corner of the aforementioned Fry tract; running thence North 16° 00' East, along the West line of said Fry tract, 1150.00 feet, more or less, to the point of beginning;

**EXCEPTING THEREFROM** that tract of land conveyed to Clackamas County by Deed recorded in Book 605, page 86.

## EXHIBIT B

### Notice of Acquisition

\_\_\_\_\_, 199\_\_

Don Robertson  
Interim Director  
North Clackamas Park and Recreation District  
11022 S.E. 37th Ave.  
Milwaukie, OR 97222

Re: Acquisition of Property in Mount Talbert

Dear Mr. Robertson:

Pursuant to the Metro Open Spaces Bond Measure 26-26, and the Intergovernmental Agreement between Metro and NCPRD, executed on \_\_\_\_\_, 1997, attached hereto ("Intergovernmental Agreement"), this shall serve as notice of acquisition of the following property in Mount Talbert:

[Property Address], being more particularly described in Exhibit I attached hereto ("the Property").

Pursuant to the Metro/NCPRD Intergovernmental Agreement, Metro requests that NCPRD manage this Property pursuant to the terms of the Intergovernmental Agreement. Please notify Metro in writing if NCPRD does not wish to accept management responsibility for this Property. As set forth in the Intergovernmental Agreement, if NCPRD does not so notify Metro within thirty (30) days of receipt of this letter, NCPRD shall be deemed to have accepted the new Property for management, maintenance, and operation in accordance with the terms and conditions of the Intergovernmental Agreement.

If you have any questions please do not hesitate to contact me at 797-1914.

Sincerely,

\_\_\_\_\_  
Jim Desmond  
Manager, Metro Open Spaces Acquisition Division

cc: Charles Ciecko, Director, Metro Regional Parks and Greenspaces

## Staff Report

### **CONSIDERATION OF RESOLUTION NO. 97-2563 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH NORTH CLACKAMAS PARKS AND RECREATION DISTRICT TO MANAGE THE MT. TALBERT PROPERTIES PURCHASED BY METRO.**

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**Date: September 25, 1997**

**Presented by:**

**Charles Ciecko  
Jim Desmond**

### PROPOSED ACTION

Resolution No. 97-2563 would provide Metro Council approval for an intergovernmental agreement (IGA) with North Clackamas Parks and Recreation District (hereafter "NCPRD") regarding joint acquisition and NCPRD management of property to be purchased by Metro and NCPRD in the Mt. Talbert section of the East Buttes and Boring Lava Domes Target Area.

### BACKGROUND AND ANALYSIS

Measure 26-26 provided funding for acquiring up to 6000 acres of regionally significant open spaces, but it did not provide any money for operating expenses on those lands. Instead, the land purchased with the regional share of the bond funds was to be "land banked." This allowed for initial stabilization of the property and low level maintenance, but would generally not enable the properties to be immediately open to the public until funds for site planning and management are later identified and made available. The bond measure also provided that Metro Regional Parks and Greenspaces Department might later operate and maintain these lands or that other cooperative arrangements could be made with other jurisdictions or parks providers consistent with the Greenspaces Master Plan.

Since passage of the bond measure, Metro has acquired over 2,480 acres of regionally significant lands. Local jurisdictions and park providers have expressed interest in managing some of those regionally significant properties acquired by Metro, either pursuant to pre-existing management plans or through future management plans.

Metro is currently negotiating with Chia Development Corporation for property it owns on top of Mt. Talbert. The Chia Development Corporation Property (hereafter the "Chia Property" or the "Property") is a 66.77-acre holding identified in the Mt. Talbert section of the East Buttes and Boring Lava Domes refinement plan as Tier 1B property. The Tier 1B objective as set forth in the Refinement Plan passed by Metro Council is to "encourage participation of other governments and nonprofit organizations in acquiring strategic property that enhance and connect existing open space in the Mt. Scott/Clatsop/Powell Butte, Kelly Butte, Rocky Butte and Mt. Talbert areas by establishing a challenge grant program." NCPRD is contributing 25% of the purchase price of the property, as required in the challenge grant established as part of the Refinement Plan for Tier 1B properties. Metro and NCPRD will share title on the property as tenants in common. Metro will have a 75% undivided interest and NCPRD will have a 25% undivided interest; deed restrictions will reflect the challenge grant requirements that the property must be kept in its natural condition.

Clackamas County Board of Commissioners will be presented with an intergovernmental agreement (IGA) for NCPRD to operate, manage and maintain the property as open space. Entering into IGAs with local jurisdictions and park providers enables those agencies to manage some of Metro's regionally significant lands that would otherwise not have management dollars allocated to them at this time. Since Metro only has funding for minimal maintenance on those properties, local agencies operating under IGAs would provide additional funding to increase care for the property and maintain their natural habitat. Under the IGA, the property will be more likely to become available for public use and benefit at an earlier date than if Metro retains all operations and management responsibilities.

The IGA sets forth management, maintenance, and operation guidelines for property, requiring that it be managed for passive recreation, pedestrian/bicycle use, and habitat restoration, with the primary goals being protection of the property's natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with these goals. As required by the Metropolitan Greenspaces Master Plan, formal public use and site development of a property shall not begin until a resource management plan has been adopted by NCPRD and approved by the Metro Council. However, informal public use of the property will be allowed in the interim period at the discretion of local management.

The IGA specifies the particular parcels to be covered by the agreement, and also sets forth a mechanism whereby Metro will notify NCPRD if Metro purchases future property within the target area that Metro would like NCPRD to manage under the terms of the IGA. NCPRD can then notify Metro if it does not wish to accept management responsibility for that particular property.

Metro is negotiating an Agreement of Purchase and Sale to purchase the 66.77-acre Chia Property in the East Buttes and Boring Lava Domes Target Area, and hopes to close on the property in December, 1997.

## **FINDINGS**

Resolution 97-2563 would authorize Metro to enter into the Mt. Talbert/East Buttes and Boring Lava Domes IGA with NCPRD for NCPRD to manage the Chia property and, potentially, other properties within the Mt. Talbert section of the East Buttes and Boring Lava Domes Target Area. Metro and NCPRD will share title as tenants in common with Metro having a 75% undivided interest and NCPRD having a 25% undivided interest, reflecting the relative contributions to the purchase price. Deed restrictions will require that the property be kept in its natural condition.

## **BUDGET IMPACT**

NCPRD would become responsible for the management, maintenance and operation of certain Metro-owned properties purchased with the regional share of Measure 26-26 bond funds. This would reduce Metro's land banking costs and future operation and maintenance expenses.

## **Executive Officer's Recommendation**

The Executive Officer recommends adoption of Resolution 97-2563.