

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 97-2574
THE EXECUTIVE OFFICER TO)	
EXECUTE TWO INTERGOVERNMENTAL)	Introduced by Mike Burton
AGREEMENTS WITH THE CITY OF)	Executive Officer
PORTLAND TO MANGE PROPERTIES IN)	
THE TRYON CREEK LINKAGES AND FOREST)	
PARK EXPANSION TARGET AREAS)	

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, at the election held on May 16, 1995, the Metro area voters approved the Opens Spaces, Parks and Streams Bond Measure (Measure 26-26) which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements; and

WHEREAS, Metro has purchased over 2,500 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 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, on May 16, 1996, the Metro Council adopted a refinement plan for the Tryon Creek Linkages target area and on February 15, 1996, the Metro Council adopted a refinement plan for the Forest Park Expansion target area, including confidential tax-lot-specific maps identifying priority properties for acquisition; and

WHEREAS, since September of 1995, Metro acquired five properties in the Tryon Creek Linkages target area that are in close proximity to existing City of Portland Parks, and nine properties in the Forest Park Expansion target area that are adjacent to Forest Park; and

WHEREAS, the City of Portland and Metro desire that the City of Portland should operate, manage and maintain the five Tryon Creek Linkages target area properties and nine Forest Park Expansion target area properties, as well as potentially other properties in the same vicinity that are acquired in the future; and

WHEREAS, intergovernmental agreements (IGAs) involving Metro and the City of Portland would benefit the five Tryon Creek Linkages target area properties, the nine Forest Park Expansion target area properties, and future acquisitions in this vicinity, as well as the public in general, by providing increased care for the properties and by encouraging public use; and

WHEREAS, the IGAs attached to this Resolution as Exhibits A and B set forth management, maintenance, and operation guidelines for the City of Portland, requiring that the properties be managed for passive recreation, pedestrian/bicycle use, and habitat restoration, with the primary goals being the protection of the properties' natural resources, the enhancement and protection of wildlife habitat, and public recreation consistent with these goals; now therefore

BE IT RESOLVED,

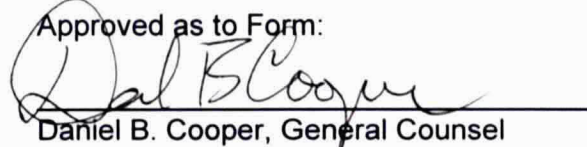
That the Metro Council authorizes the Executive Officer to execute the Intergovernmental Agreements with the City of Portland, attached hereto as Exhibits A and B, wherein the City of Portland will manage five Tryon Creek Linkages target area and nine Forest Park Expansion target area properties and potentially other properties within the Tryon Creek Linkages and Forest Park Expansion target areas.

Adopted by Metro Council this 13 day of November, 1997.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

Tryon Creek Linkages Properties

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 City of Portland, located at 1220 SW Fifth Avenue, Portland, Oregon 97204 ("the City").

WITNESSETH:

WHEREAS, pursuant to Ballot measure 26-26 , Open Spaces, Parks and Streams ("Metro Open Spaces Bond Measure"), Metro purchased with bond proceeds certain properties in the Tryon Creek Linkages Target Area in the City of Portland, Oregon, as follows:

- Approximately 9.6 acres of real property formerly known as the Balmer/Foley property, located between SW Lancaster Road and SW Collins Court, as more particularly described in Exhibit A - 1 attached ("Foley Property");
- Approximately 2.24 acres of real property formerly known as the Jensen property, at the west side of SW 18th Place, south of SW Collins Court, as more particularly described in Exhibit A - 2 attached hereto ("Jensen Property")
- Approximately 11 acres of real property formerly known as the Lindstrom property, comprised of scattered parcels between SW Pomona, SW 39th Ave, SW Coronado and SW 43rd Street, as more particularly described in Exhibit A -3 attached hereto ("Lindstrom Property");
- Approximately 2.2 acres of real property formerly known as the Pollock Property, comprised of scattered parcels located between SW Arnold St., SW 37th St., SW Buddington St., and SW 43rd St., and more particularly described in Exhibit A - 4 attached hereto ("Pollock Property");
- Approximately .17 acres of real property formerly known as the Victory Fellowship property, on the unimproved SW Palatine Street between SW 41st and 43rd Streets, as more particularly described in Exhibit A -5 attached hereto ("Victory Fellowship Property"), (properties collectively referred to herein as the "Tryon Creek Properties" or "the Properties");

WHEREAS, the Tryon Creek Linkages area was identified as a regionally significant open space in the Metro Greenspaces Master Plan, and the Properties are within the Tryon Creek Linkages Target Area pursuant to the Metro Open Spaces Bond Measure;

WHEREAS, Metro purchased the Tryon Creek Properties with bond proceeds to preserve them as open space in accordance with the Metro Open Spaces Measure;

WHEREAS, Metro and the City wish to preserve the Tryon Creek Properties as open spaces in accordance with the Metro Open Spaces Measure and with the Metro Greenspaces Master Plan;

EXHIBIT A

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 acquisition, allowable uses, maintenance and operation of these Tryon Creek Properties;

Now, therefore, the parties agree as follows:

A. Acquisition

1. On July 16, 1996 Metro purchased the Foley Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.
2. On July 25, 1996 Metro and the City purchased the Jensen Property with Metro Open Spaces Measure bond proceeds and the City of Portland contributed 50% of the purchase price out of the City's local share of the Metro Open Spaces Measure bond proceeds. Metro and the City each own an undivided one-half (1/2) interest in the Jensen Property as tenants in common. The deed for the Jensen Property is subject to all the provisions of this Agreement.
3. On December 3, 1995 Metro purchased the Lindstrom Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.
4. On June 17, 1997 Metro purchased the Pollock Property with Metro Open Spaces Measure bond proceeds.
5. On October 3, 1996 Metro purchased the Victory Fellowship Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.

B. Management, Maintenance, and Operation

1. The City shall be responsible for the ongoing management, maintenance, and operation of the Tryon Creek Properties in accordance with the terms of this Agreement.
2. The Properties shall be managed, maintained and operated in accordance and in a manner consistent with this Agreement, Metro's Greenspaces Master Plan, the Portland Parks Bureau Parks Futures Plan, and the City's Southwest Hills Resource Protection Plan, including the Site Specific Inventory and Analysis for Marshall Park (Site 120) (collectively, "the Plans"). These Plans shall constitute the Resource Protection Plans for the Properties, as described in the Metro Greenspaces Master Plan. In case of conflict among Plans, the Plan affording the highest level of resource protection shall govern.
3. If Metro executes an agreement to purchase additional property within the Tryon Creek Linkages Target Area which Metro would like the City to manage under the terms of this Agreement, Metro shall notify the City in writing in the form attached hereto as Exhibit B

EXHIBIT A

("Notice of Acquisition"). The City shall notify Metro if the City does not wish to accept management responsibilities for that property in accordance with this Agreement, using the City's best efforts to make this notification prior to the closing date for the acquisition. If the City has not so notified Metro within thirty (30) days of receiving Metro's Notice of Acquisition, then the City shall be deemed to have accepted the new Property for management, maintenance and operation in accordance with the terms and conditions of this Agreement.

4. Metro shall have the right to review and comment on any changes in the Plans relating to the management, maintenance, or operation of the Properties. Any changes in the Plans made or proposed by the City that relate to management, maintenance, or operation of the Properties shall not conflict with the guidelines set forth in this Agreement, in the Greenspaces Master Plan, or with the uses and restrictions described in the Open Spaces Measure. The City shall give Metro written notice as soon as possible, but in any event no less than 90 days in advance of a proposal to amend the City's Plans where such amendment would alter the City's management, maintenance or operation of the Properties.
5. Metro grants to the City, its agents and contractors, the right to enter the Properties for the purpose of performing all activities reasonably necessary for the management, maintenance and operation of the Property.
6. The term of the City's management, maintenance, and operation responsibilities for the Properties shall be ten (10) years from the date of this Agreement, renewable by mutual written agreement for additional ten (10) year periods.

C. Limitations on Use

1. The Tryon Creek Properties shall be managed, maintained and operated in accordance with their intended use as natural area open spaces, with the primary goal being protection of the Properties' natural resources.
2. The Properties may be used by the public, in the City's discretion, for passive recreation, pedestrian activity, nonmotorized bicycle use, and/or habitat enhancement. Metro shall have the right to approve of any improvements, trails or alteration of any water or timber resource on the Properties, and the City shall give Metro 90 days advance written notice of its intent to construct any improvements, trails, or alteration of water or timber resource on the Properties. In any event, no improvements or trails shall be constructed on the Properties and no alteration of water or timber resource shall occur that are inconsistent with this Agreement or with the Plans.
3. The Properties shall not be subdivided or partitioned, nor shall any development rights, timber rights, mineral rights, or other rights related to the Properties be sold or otherwise granted, nor shall there be any alteration of any water or timber resource, except as necessary for construction of trail or other improvements, for the purpose of improving resource values, or as necessary to protect public safety.

EXHIBIT A

4. The City shall maintain security of the Properties, and shall provide fencing, gates, signage, and other measures as the City may deem necessary to increase safety on the Property, and to preserve and protect the Properties' natural resources.

D. Permits, Assessments, Coordination with Other Public Agencies

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

E. General Provisions

1. Indemnification. The City, 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 the management, maintenance or operation of the Properties, including but not limited to construction of trails or in relation to any other improvement on the Properties.
2. Oregon Constitution and Tax Exempt Bond Covenants. The source of funds for the acquisition of the Properties 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.

EXHIBIT A

3. Funding Declaration and Signage. The City shall provide on-site signage informing the public that the City is managing the Properties. Metro will provide on-site signage stating that funding for each acquisition came from Metro Open Spaces Measure bond proceeds, except that the signage on the Jensen Property shall also state that funding also came from regional and local share bond measure contributions by Metro and the City. The City shall also document in any publication, media presentation or other presentations, that funding for acquisition of the Properties came from Metro Open Spaces Measure bond proceeds. On-site signage shall be subject to prior review and approval by Metro. All signage shall be consistent with Metro guidelines for Open Spaces Projects.
4. Joint Termination for Convenience. Metro and the City 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. 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 City: City of Portland
James Sjulín
Natural Resources Supervisor
Portland Parks and Recreation
1220 SW Fifth Ave.
Portland, OR 97204

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

EXHIBIT A

10. Entire Agreement. 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 or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

EXHIBIT A

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

CITY OF PORTLAND

By: _____

Title: _____

METRO

By: _____

Title: _____

EXHIBIT A - 1
Foley Property

Legal Description:

A tract of land situated in the Northwest one-quarter of Section 28, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being a part of Lots 8 and 9, BALMER TRACTS BLOCK 4, and Lots 18, 19, 23 and part of Lot 24, EDGECLIFF, being more particularly described as follows:

Beginning at a ½ inch iron pipe at the Northeast corner of Lot 8, BALMER TRACTS BLOCK 4; thence North 89° 26' 12" West along the North line of said Lot 8, a distance of 331.14 feet to a point; thence leaving said North line, North 00° 07' 49" West 113.41 feet to a ¾ inch iron rod; thence North 89° 56' 59" West 331.88 feet to a ¾ inch iron pipe at the Northeast corner of Lot 18, EDGECLIFF, said ¾ inch iron pipe bears North 110.43 feet from the Northwest corner of Lot 8, BALMER TRACTS BLOCK 4; thence from said Northeast corner of Lot 18, North 89° 50' 16" West along the North line of said Lot 18, a distance of 225.84 feet to the East right of way line of S.W. Lancaster Road (County Road No. 1415-60); thence Southwesterly along said Easterly right of way line on a curve to the right, having a radius of 155.00 feet from a central angle of 65° 22' 05" (chord bears South 32° 20' 08" West 167.40 feet) an arc distance of 176.84 feet to the most Westerly corner of Lot 19, EDGECLIFF; thence leaving said Easterly right of way line, South 27° 47' 56" East along the Southwesterly line of said Lot 19, a distance of 135.36 feet to a ½ inch iron pipe at the most Southerly Southwest corner thereof; thence South 00° 02' 34" West along the West line of Lot 23, a distance of 187.39 feet to a ½ inch iron pipe in the Northerly right of way line of S.W. Lancaster Road; thence South 74° 45' 50" East along said right of way line, 61.84 feet to a point of curve; thence along said right of way line on a curve to the right having a radius of 250.40 feet through a central angle of 17° 03' 13" (chord bears South 66° 14' 13" East 74.25 feet) an arc distance of 74.53 feet to the intersection with the West line of Lot 24, EDGECLIFF; thence leaving said Northerly right of way line, North 00° 01' 17" East along the West line of Lot 24, a distance of 153.44 feet to a ¾ inch iron rod; thence leaving said West line, South 89° 56' 45" East parallel with and 80.00 feet Southerly, when measured at right angles to the North line of said Lot 24, a distance of 124.75 feet to a ¾ inch iron rod in the East line of said Lot 24, said ¾ inch iron rod also being on the West line of Lot 8, BALMER TRACTS BLOCK 4; thence South 00° 00' 00" East along the West line of said Lot 8, BALMER TRACTS BLOCK 4, a distance of 170.50 feet to the Southwest corner of said Lot 8; thence South 89° 28' 50" East along the South line of said Lot 8, a distance of 205.96 feet to the Northwest corner of Lot 9, BALMER TRACTS BLOCK 4; thence South 00° 00' 00" East along the West line of said Lot 9, a distance of 191.63 feet to the Southwest corner of said Lot 9; thence South 89° 36' 33" East along the South line of said Lot 9, a distance of 306.97 feet to a ¾ inch iron rod; thence leaving said South line, North 00° 02' 00" East parallel with and 150.00 feet Westerly of the East line of Lots 9 and 8, BALMER TRACTS BLOCK 4, a distance of 516.23 feet to a ¾ inch iron rod at the Northwest corner of a tract of land described in Deed Book 2121, Page 139; thence South 89° 26' 12" East along the North line of said tract described in Book 2121, Page 139, a distance of 150.00 feet to a point in the East line of Lot 8, BALMER TRACTS BLOCK 4; thence North 00° 02' 00" East along said East line, 75.17 feet to the point of beginning.

EXHIBIT A - 2
Jensen Property

PARCEL I

All that part of Tracts 5 and 6, MAPLECREST ANNEX, lying South of the center line of Tryon Creek and West of S.W. 16th Place, now known as S.W. 18th Place as now established, together with that portion of vacated S.W. 16th Place, which has inured to said property by reason of vacation of Ordinance No. 1691 in Multnomah County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of Tract 6, MAPLECREST ANNEX, thence South 89 degrees 27' East 419.06 feet to a point where the South line of Tract 6 intersects the West line of S.W. 16th Place, now known as S.W. 18th Place as now established; thence North tracing the West line of said 16th Place now known as S.W. 18th Place as now established, a distance of 253.55 feet, more or less, to the center line of Tryon Creek; thence North 83 degrees 0' West along the center line of Tryon Creek 80 feet; thence South 57 degrees 35' West along the center line of Tryon Creek 6.90 feet; thence South 24 degrees 15' West along the center line of Tryon Creek 75 feet; thence North 69 degrees West along the center line of Tryon Creek 27.50 feet; thence North 41 degrees 10' West along the center line of Tryon Creek 53.6 feet; thence North 10 degrees 15' East along the center line of Tryon Creek 27.0 feet, more or less, to a point in the North line of said Lot 6; thence Westerly along the center line of Tryon Creek to a point where said center line of Tryon Creek intersects with the North line of Lot 6, MAPLECREST ANNEX at its most Westerly point; thence West along said North line of said Lot 6, to the Northwest corner of said Lot 6, thence South following the West line of said tract 6, a distance of 254.40 feet to the place of beginning which is the said Southwest corner of said Tract 6, MAPLECREST ANNEX.

PARCEL II

All of the following described portions of Lots 6 and 7, in MAPLECREST ANNEX, situate in the County of Multnomah and State of Oregon, to wit: Beginning at an iron pipe at the Southwest corner of Lot 7, MAPLECREST ANNEX: thence North 0 degrees 07' East along the West line of said Lot 7, a distance of 165 feet to an iron pipe; thence East along a line parallel with the South line of Lot 7, a distance of 218 feet to an iron pipe; thence South 1 degrees 58' West a distance of 166.5 feet to an iron pipe in the center line of Tryon Creek; thence Westerly along the center line of Tryon Creek to a point where said center line intersects with the South line of Lot 7; Maplecrest Annex, at its most Westerly point; thence West along said South line of Lot 7, a distance of 106.8 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying Northeast of Tryon Creek conveyed to Rueben D. Dirk and Elaine L. Dirk in Deed recorded September 6, 1977, Book 1205 page 543.

EXHIBIT A - 3
Lindstrom Property

Lots 29 and 30, Block 33, Lots 25 and 26, Block 34; Lots 7, 8, 15, 16, 17, 18, 25, 26, 27, 28, 29, 30, 31 and 32, Block 47; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 16, 17, 18, 21, 22, 23, 24, 25, 26, 34, 35 and 36, Block 48; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Block 53; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Block 54; Lots 23, 24, 25, 26, 27 and 28, Block 55; Lots 17, 18, 19, 20, 21 and 22, Block 66; Lots 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 67; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Block 68, WEST PORTLAND PARK, in the City of Portland, County of Multnomah and State of Oregon.

**EXHIBIT A - 4
Pollock Property**

Lots 14 and 19-24, Block 47; Lots 12-15 and 27-33, Block 48 and Lots 14-31, Block 52, WEST PORTLAND PARK, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT A -5
Victory Fellowship Property

**Lots 34, 35 and 36, Block 47, WEST PORTLAND PARK, in the City
of Portland, County of Multnomah and State of Oregon.**

EXHIBIT A

EXHIBIT B

Notice of Acquisition

_____, 199__

City of Portland
James Sjulín
Natural Resources Supervisor
Parks and Recreation Department
1120 SW Fifth Ave., Rm. 1302
Portland, OR 97204

Re: Acquisition of Property in the Tryon Creek Linkages Target Area

Dear Mr. Sjulín:

Pursuant to the Metro Open Spaces Bond Measure 26-26, and the Intergovernmental Agreement regarding the Tryon Creek Linkages Properties between Metro and the City of Portland ("the City") dated _____, 1997, attached hereto ("Intergovernmental Agreement"), this shall serve as notice of acquisition of the following property in the Tryon Creek Target Area:

[Property Address], in the City of Portland, County of Multnomah and State of Oregon, being more particularly described in Exhibit I attached hereto ("the Property").

Pursuant to the Intergovernmental Agreement, Metro requests that the City manage this Property pursuant to the terms of the Intergovernmental Agreement. Please notify Metro in writing if the City does not wish to accept management responsibility for this Property. As set forth in the Intergovernmental Agreement, if the City does not so notify Metro within thirty (30) days of receipt of this letter, the City 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
Alison Kean Campbell

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

Forest Park Properties

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 City of Portland, located at 1220 SW Fifth Avenue, Portland, Oregon 97204 (“the City”).

WITNESSETH:

WHEREAS, pursuant to Ballot measure 26-26 , Open Spaces, Parks and Streams (“Metro Open Spaces Bond Measure”), Metro purchased with bond proceeds certain properties near or adjacent to Forest Park in the City of Portland, Oregon, as follows:

- Approximately 1.7 acres of real property formerly known as Campfire “Tolinda” located easterly of NW Maybrook Avenue and Court, more particularly described in Exhibit A-1 attached hereto (“Campfire Tolinda Property”);
- Approximately 7.52 acres of real property formerly known as the Friends of Forest Park property, located north of NW Mountain View Park Road also known as Holman Lane, more particularly described in Exhibit A-2 attached hereto (“Friends of Forest Park Property”);
- Approximately 3.03 acres of real property formerly known as the Norvich property, located northerly of NW Mills Avenue as more particularly described in Exhibit A-3 attached hereto (“Norvich Property”);
- Approximately 3.08 acres of real property formerly known as the Rivera property, located at 12400 NW St. Helens Road and westerly of Highway 30, as more particularly described in Exhibit A-4 attached hereto (“Rivera Property”);
- Approximately 31 acres of real property formerly known as the Thomas property, at 7729 NW Thompson Road, more particularly described in Exhibit A-5 attached hereto (“Thomas Property”). The residence area and other leased areas of the Thomas Property are excluded from this Agreement, leaving a net area that is subject to this Agreement of approximately 26 acres.
- Approximately 3.08 acres of real property formerly known as the Voss property, easterly of NW 53rd Drive and south of Mtn. View Park Road No. 1, also known as Holman Lane, more particularly described in Exhibit A-6 attached hereto (“Voss Property”);
- Approximately 4.12 acres of real property formerly known as the Wilson property, located northerly of NW Cornell Road as more particularly described in Exhibit A-7 attached hereto (“Wilson Property”)
- Approximately 4.75 acres of real property formerly known as the Wyatt property, located southwesterly of Newberry Road, more particularly described in Exhibit A-8 attached hereto (“Wyatt Property”),

EXHIBIT B

- Approximately 35 acres of real property formerly known as the Tom Moyer Theatres property, located at NW Springville Road, more particularly described in Exhibit A -9 attached hereto ("Moyer Property"), (collectively, the "Forest Park Properties" or "the Properties");

WHEREAS, Forest Park was identified as a regionally significant open space in the Metro Greenspaces Master Plan, and the Properties are within the Forest Park Target Area established pursuant to the Metro Open Spaces Bond Measure;

WHEREAS, Metro purchased the Forest Park Properties with bond proceeds to preserve them as open space in accordance with the Metro Open Spaces Measure;

WHEREAS, Metro and the City wish to preserve the Forest Park Properties as open spaces in accordance with the Metro Open Spaces Measure and with the Metro Greenspaces Master Plan;

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 acquisition, allowable uses, maintenance and operation of these Forest Park Properties;

Now, therefore, the parties agree as follows:

A. Acquisition

1. On September 19, 1995, Metro purchased the Campfire Tolinda Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.
2. On July 14, 1997, Metro purchased the Friends of Forest Park Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.
3. On April 25, 1997, Metro purchased the Norwich Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.
4. On November 1, 1996, Metro purchased the Rivera Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.
5. On December 16, 1996, Metro purchased the Thomas Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.
6. On June 20, 1997, Metro purchased the Voss Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.
7. On May 22, 1997, Metro purchased the Wilson Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.

EXHIBIT B

8. On October 2, 1995, Metro purchased the Wyatt Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.
9. On October 10, 1997, Metro purchased the Moyer Property in fee simple ownership with Metro Open Spaces Measure bond proceeds.

B. Management, Maintenance, and Operation

1. The City shall be responsible for the ongoing management, maintenance, and operation of the Forest Park Properties in accordance with the terms of this Agreement.
2. The Properties shall be managed, maintained and operated in accordance and in a manner consistent with this Agreement, Metro's Greenspaces Master Plan, the Portland Parks Bureau Parks Futures Plan and the Portland Parks and Recreation and Bureau of Planning Forest Park Natural Resources Management Plan (August, 1994) (collectively, "the Plans"). These Plans shall constitute the Resource Protection Plans for the Properties, as described in the Metro Greenspaces Master Plan. In case of conflict among Plans, the Plan affording the highest level of resource protection shall govern.
3. If Metro executes an agreement to purchase additional property within the Forest Park Target Area which Metro would like the City to manage under the terms of this Agreement, Metro shall notify the City in writing in the form attached hereto as Exhibit B ("Notice of Acquisition"). The City shall notify Metro if the City does not wish to accept management responsibilities for that property in accordance with this Agreement, using the City's best efforts to make this notification prior to the closing date for the acquisition. If the City has not so notified Metro within thirty (30) days of receiving Metro's Notice of Acquisition, then the City shall be deemed to have accepted the new Property for management, maintenance and operation in accordance with the terms and conditions of this Agreement.
4. Metro grants to the City, its agents and contractors, the right to enter the Properties for the purpose of performing all activities reasonably necessary for the management, maintenance and operation of the Property.
5. The term of the City's management, maintenance, and operation responsibilities for the Properties shall be ten (10) years from the date of this Agreement, renewable by mutual written agreement for additional ten (10) year periods.
6. Thomas Property. Notwithstanding anything to the contrary in this, the City's management, maintenance and operation of the Thomas Property shall not include the house or other leased area. Metro intends to lease the house to a tenant and eventually sell the Thomas Property. During the term of any lease, the City's management responsibilities on

EXHIBIT B

the Thomas Property shall be subject to any rights of the Thomas House lessee. Metro shall deliver a copy of any lease of the Thomas house to the City within 14 days of executing such lease. If Metro sells the Thomas Property, the City's management, maintenance and operation of the Thomas Property shall terminate on such sale date or earlier if Metro notifies the City of such termination.

C. Limitations on Use

1. The Forest Park Properties shall be managed, maintained and operated in accordance with their intended use as natural area open spaces, with the primary goal being protection of the Properties' natural resources.
2. The Properties may be used by the public, in the City's discretion, for passive recreation, pedestrian activity, nonmotorized bicycle use, and/or habitat enhancement. Metro shall have the right to approve of any improvements, trails or alteration of any water or timber resource on the Properties, and the City shall give Metro 90 days advance written notice of its intent to construct any improvements, trails, or alteration of water or timber resource on the Properties. In any event, no improvements or trails shall be constructed on the Properties and no alteration of water or timber resource shall occur that are inconsistent with this Agreement or with the Plans.
3. Metro shall have the right to review and comment on any changes in the Plans relating to the management, maintenance, or operation of the Properties. Any changes in the Plans made or proposed by the City that relate to management, maintenance, or operation of the Properties shall not conflict with the guidelines set forth in this Agreement, in the Greenspaces Master Plan, or with the uses and restrictions described in the Open Spaces Measure. The City shall give Metro written notice as soon as possible, but in any event no less than 90 days in advance of a proposal to amend the City's Plans where such amendment would alter the City's management, maintenance or operation of the Properties.
4. The Properties shall not be subdivided or partitioned, nor shall any development rights, timber rights, mineral rights, or other rights related to the Properties be sold or otherwise granted, nor shall there be any alteration of any water or timber resource, except as necessary for construction of trail or other improvements, for the purpose of improving resource values, or as necessary to protect public safety.
5. Metro has implemented the following stabilization and security measures prior to executing this Agreement. At the effective date of this Agreement the City shall assume all continuing maintenance obligations for these measures:

EXHIBIT B

- a) Campfire "Tolinda" Property - added a lock to gate near Germantown Road, discontinued water service from Portland Water Bureau
 - b) Friends of Forest Park Property - None.
 - c) Norwich Property - None.
 - d) Rivera Property - None.
 - e) Thomas Property - added gate to entry driveway off Thompson Road. Several improvements to residence area that are not applicable to this Agreement.
 - f) Voss Property - None.
 - g) Wilson Property - None.
 - h) Wyatt Property - None.
 - i) Moyer Property - None.
6. The City shall maintain security of the Properties, and shall provide additional fencing, gates, signage, and other measures as the City may deem necessary to increase safety on the Property, and to preserve and protect the Properties' natural resources.
- D. Permits, Assessments, Coordination with Other Public Agencies**
1. As stated in the Greenspaces Master Plan, by accepting management responsibility for the Properties, the City agrees to be responsible for funding the operation and maintenance of the Properties with the City's own resources. The City's management responsibility shall include responsibility for all taxes or assessments for the Properties.
 2. The City shall be responsible for obtaining any permits necessary for management, maintenance or operation of the Properties.
 3. Any permits granted by the City to users of the Properties shall comply with the terms and limitations set forth in this Agreement and in the Plans.
 4. The City shall be responsible for contacting and coordinating with other local or state agencies regarding any management, maintenance or operation issues that may arise with respect to the Properties.

EXHIBIT B

E. General Provisions

1. Indemnification. The City, 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 the management, maintenance or operation of the Properties, including but not limited to construction of trails or in relation to any other improvement on the Properties.
2. Oregon Constitution and Tax Exempt Bond Covenants. The source of funds for the acquisition of the Properties 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.
3. Funding Declaration and Signage. The City shall provide on-site signage informing the public that the City is managing the Properties. Metro will provide on-site signage stating that funding for each acquisition came from Metro Open Spaces Measure bond proceeds. The City shall also document in any publication, media presentation or other presentations, that funding for acquisition of the Properties came from Metro Open Spaces Measure bond proceeds. On-site signage shall be subject to prior review and approval by Metro. All signage shall be consistent with Metro guidelines for Open Spaces Projects.
4. Joint Termination for Convenience. Metro and the City 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. 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.

EXHIBIT B

To Metro: Metro
Charles Ciecko
Director, Metro Regional Parks and Greenspaces
600 NE Grand Avenue
Portland, OR 97232-2736

To City: City of Portland
James Sjulín
Natural Resources Supervisor
Portland Parks and Recreation
1120 SW Fifth Ave., Rm. 1302
Portland, OR 97204

8. Assignment. The City may not assign any of its rights or responsibilities under this Agreement without prior written consent from Metro, except the City may delegate or subcontract for performance of any of its responsibilities under this Agreement.
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 the Properties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

EXHIBIT B

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

CITY OF PORTLAND

By: _____

Title: _____

METRO

By: _____

Title: _____

EXHIBIT A - 1
Campfire Tolinda Property

Lots 4-7, Block 11, MAYBROOK NO. 2, Multnomah County, Oregon
Tax Account No. R54600-2890

EXHIBIT A - 2
Friends of Forest Park Property

PARCEL 1: That part of Lots 2 and 3, MOUNTAIN PARK VIEW, in the County of Multnomah and State of Oregon, lying North of the Northerly line of N.W. Mountain View Park Road, more particularly described as follows:

Beginning at the Northeast corner of said Lot 2; thence South along the East line of Lot 2 to a point on the Northerly line of N.W. Mountain View Park Road; thence Southwesterly and Northwesterly along said Northerly line of N.W. Mountain View Park Road to a point on the North line of Lot 3; thence East along the North of said Lots 2 and 3 to the place of beginning.

PARCEL 2: Lots 4 and 5, MOUNTAIN VIEW PARK, in the County of Multnomah and State of Oregon, EXCEPTING the Easterly 339.0 feet thereof, and TOGETHER WITH that portion of vacated N.W. Mountain View Park Court adjoining that would attach thereto by Order No. 2626 recorded January 24, 1958, in Book 1881, page 79.

Tax Account Nos. R59030-0030; R59030-0160

RESOLUTION 97 - 2574

EXHIBIT A - 3
Norvich Property

Lots 1, 2, and 3, WHITWOOD COURT, City of Portland, Multnomah County, Oregon.

Tax Account Nos. R90720-5110; R90720-0590

RESOLUTION 97 - 2574

EXHIBIT A - 4
Rivera Property

A tract of land situated in the Southwest quarter and the Southeast quarter of Section 34, Township 2 North, Range 1 West of the Willamette Meridian, being also in the Jacob Sanders Donation Land Claim in the County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwesterly corner of the parcel of land described as Parcel No. 1, in Deed from Multnomah County to the State of Oregon, by and through its State Highway Commission dated January 3, 1962, recorded February 6, 1962, in Deed Book 2101, Page 343; thence Northwesterly along the Westerly line of said Parcel No. 1 to the Northwesterly corner of said Parcel No. 1 situated on the North line of the South half of said Jacob Sanders Donation Land Claim; thence Westerly along said North line to a point which is 1894.52 feet West from the Northeast corner of South ½ of said Jacob Sanders Donation Land Claim; thence South 36°29' East 1116.85 feet; thence South 47°25' East to the Northwest corner of POMEROY HEIGHTS; thence Northeasterly along the North line of Block 2, POMEROY HEIGHTS to the point of beginning, EXCEPTING, however, that portion of land thereof included in the description contained in Deed to West Oregon Lumber Company, dated December 3, 1936, recorded January 7, 1937 in Book 371, Page 112, which description reads as follows:

Beginning at a point in the Westerly boundary line of Columbia River Highway which is located 944.71 feet North and 333.97 feet East of the quarter section corner of the South line of Section 34, Township 2 North, Range 1 West of the Willamette Meridian, Oregon, from which beginning point as iron pipe 3.4 x 22 inches long driven in the ground bears North 30°09' West 7.07 feet distant; running thence south 54°55' West 125.92 feet; thence South 29°51' East 54.94 feet; thence North 60°09' East 20.0 feet; thence South 29°51' East 50.00 feet; thence South 60°09' West 50.00 feet; thence North 29°51' West 50.00 feet; thence North 60°09' East 20.00 feet; thence North 29°51' West 64.06 feet; thence North 54°33' East 135.04 feet; thence South 35°07' East 10.00 feet to the place of beginning, all in Section 34, Township 2 North, Range 1 West of the Willamette Meridian, Multnomah County, Oregon, provided however that if the said beginning point is not in the exact Westerly boundary of Columbia River Highway, then the said lines noted as South 54°53' West and North 54°53' East shall be shortened or lengthened to fit the exact boundary line of Columbia River Highway.

Tax Account No. R97134-0050

EXHIBIT A -5
Thomas Property

The following described property in the Northwest quarter of Section 25, Township 1 North, Range 1 West, of the Willamette Meridian, in the County of Multnomah and State of Oregon:

PARCEL I:

All that portion of the North one-half of the Northwest one-quarter of Section 25, Township 1 North, Range 1 West, of the Willamette Meridian, lying East on a line drawn 1,332.24 feet East from and parallel to the West line of said Section 25; EXCEPT beginning at a point on the North line of the South one-half of the Northwest one-quarter of the said Section 25, which is 1,053.25 feet West of the Northeast corner of the J. Smith Donation Land Claim; thence North 88°36' East 168.79 feet; thence South 81°10' East to the intersection with the North line of the South one-half of the Northwest one-quarter of the said Section 25; thence West along the North line of the South one-half of the said Section 25 to the point of beginning.

AND FURTHER EXCEPTING the East one-fourth of said premises conveyed to Lee J. Pillman, et ux, in Deed recorded September 7, 1961 in Book 2080, page 29.

PARCEL II:

Beginning at the Northeast corner of that tract of land described as Parcel 2 in that certain conveyance from Nina E. Van Dersal, et vir, to W.P. Sharkey, et ux, by Deed recorded August 31, 1942 in Book 704, page 9, Deed Records, which point is also South 134.6 feet and East 1,332.24 feet from the Northwest corner of said Section 25; thence South 40.4 feet to the true place of beginning of tract herein to be described; thence West parallel with the North line of said W.P. Sharkey tract, 35 feet; thence South 198 feet to the intersection with the North line of that tract conveyed to Paul C. Gilbaugh, et ux, by Deed recorded May 17, 1943 in Book 749, page 544, Deed Records; thence North 68°00' East, 37 feet to the Northeast corner of said Gilbaugh tract; thence North 193.23 feet to the true point of beginning.

PARCEL III:

A part of the Northwest quarter of Section 25, Township 1 North, Range 1 West of the Willamette Meridian, described as follows:

Beginning at a point in the Southerly line of the North half of the Northwest quarter of said Section 25, South 89°26'40" West 530 feet for the Southeast corner of thereof, said point of beginning being the Northwest corner of the tract conveyed to W.B. Connelly, et ux, by Deed recorded December 29, 1955 in Book 1762, page 173, Deed Records; thence South 1°33' West on the West line of said Connelly tract, to the Northerly line of NW Thompson Road No. 1436; thence South 79°16' West on said Northerly road line, 170 feet, more or less, to the Southeast corner of a tract of land described in contract of sale to Loren Lebert and Mary Lebert, recorded December 15, 1959 in Book 1988, page 150, Deed Records; thence North along the Easterly line of said Lebert tract, 142.29 feet; thence North 71°3'50" West 112.31 feet, more or less, to the most Northerly corner of the Lebert tract; thence North 10.23 feet to a point on the South line of the North one-half of the Northwest quarter of said Section, thence East 276.63 feet to the point of beginning.

PARCEL IV:

All that portion of the following described property Section 25, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point which is South 10.23 feet from the North line of the South half of the Northwest one-quarter of said Section 25 and West along the North line of the South half of the Northwest one-quarter of said Section 25, from the Northeast corner of the J. Smith Donation Land Claim, 807.61 feet; thence South 198.87 feet to the Northerly line of NW Thompson Road, No. 1436; thence Southwesterly along the Northerly line of the said NW Thompson Road, 200 feet; thence North 0°12' East 245.2 feet to the North line of the South one-half of the Northwest one quarter of said Section 25; thence North 88°36' East 118.79 feet; thence South 81°10' East to the intersection with North line of the South one-half of said Section; thence South to the point of beginning.

Tax Account Nos. R-96125-0060; 96125-0330; 96125-0620; 96125-0680

EXHIBIT A - 6
Voss Property

PARCEL I:

A portion of Tract 23, MOUNTAIN VIEW PARK, ADDITION NO. 1, TOGETHER WITH that portion of Northwest Dunn Road as vacated by Document recorded April 19, 1965 in Book 274, page 10, Order No. 3600, which inures by law, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the Northeast corner of Tract 23; thence North 71°30' West 77.22 feet; thence North 53°53' West to the centerline of N.W. 53rd Drive; thence Southerly, Southeasterly and Easterly along said centerline to the East line of Tract 23; thence North 0°13'45" West along said East line to the point of beginning.

PARCEL II:

Tract 22, MOUNTAIN VIEW PARK ADDITION NO. 1, in the County of Multnomah and State of Oregon. TOGETHER WITH that portion of vacated Northwest Dunn Road, as vacated by Document recorded March 30, 1966 in Book 480, page 4, Order No. 3794, which inures by law.

EXCEPTING THEREFROM that portion of Tract 22, lying Southerly and Westerly of NW 53rd Drive as described in Contract recorded April 16, 1975 in Book 1036, page 21.

ALSO EXCEPTING THEREFROM the South 330 feet of Tract 22.

Tax Account Nos. R59030-1370; R59030-1210

**EXHIBIT A -7
Wilson Property**

The west half of the Northwest quarter of Section 31, Township 1 North, Range 1 East, W.M., County of Multnomah, State of Oregon, EXCEPT that portion that is South and West of S.W. Cornell Road.

Tax Account No. R94131-0450

EXHIBIT A - 8
Wyatt Property

Lot 16, Macleay's Skyline Homes, in the County of Multnomah and State of Oregon.

EXCEPTING THEREFROM that portion as dedicated for county road by instrument recorded October 5, 1972 in Book 886, Page 844 and recorded October 11, 1972 in Book 887, Page 669, described as follows:

Beginning at a point in the South line of N.W. Newberry Road as dedicated by the plat of MACLEAY'S SKYLINE HOMES, a recorded plat in Multnomah County, Oregon, said point being South $54^{\circ}17'54''$ West 186.08 feet from the Northeast corner of Lot 16 of said plat; thence South $54^{\circ}17'54''$ West along the South line of said dedicated street 119.66 feet to a point; thence Northeasterly along a nontangent curve to the left, having a radius of 507.50 feet, the chord of which bears North $55^{\circ}54'27''$ East 46.77 feet, a distance of 46.79 feet; thence North $53^{\circ}16'00''$ East a distance of 72.94 feet to the point of beginning.

Tax Account No. R52270-2230

EXHIBIT A - 9
Moyer Property

The following described property, in the City of Portland, County of Multnomah and State of Oregon:

Beginning at the Southeast corner of the Northeast one-quarter of Section 15, Township 1 North, Range 1 West of the Willamette Meridian; thence North 1° 16' West along the East line of said section, 2649.9 feet to the Northeast corner of said section; thence South 89° 54' West 304.26 feet to the point of Springville Road; thence along said road South 8° 47' West 395.42 feet; thence South 11° 17' East 161.11 feet; thence South 18° 15' West 198.58 feet; thence South 23° 06' West 145.28 feet; thence South 54° 56' West 198.9 feet; thence South 77° 38' West 136.28 feet; thence South 85° 20' West 184.85 feet; thence South 60° 20' West 62.6 feet; thence leaving said road and running South 22° 19' East 1718.4 feet, more or less, to a point on the South line of said Northeast one-quarter of Section 15; thence South 89° 51' East 388.82 feet to the beginning.

EXHIBIT B

EXHIBIT B
Notice of Acquisition

_____, 199____
City of Portland
James Sjulín
Natural Resources Supervisor
Parks and Recreation Department
1120 SW Fifth Ave., Rm. 1302
Portland, OR 97204

Re: Acquisition of Property in the Forest Park Target Area

Dear Mr. Sjulín:

Pursuant to the Metro Open Spaces Bond Measure 26-26, and the Intergovernmental Agreement between Metro and the City of Portland ("the City") dated _____, 1997, attached hereto ("Intergovernmental Agreement"), this shall serve as notice of acquisition of the following property in the Forest Park Target Area:

[Property Address], in the City of _____, County of Multnomah and State of Oregon, being more particularly described in Exhibit I attached hereto ("the Property").

Pursuant to the Intergovernmental Agreement, Metro requests that the City manage this Property pursuant to the terms of the Intergovernmental Agreement. Please notify Metro in writing if the City does not wish to accept management responsibility for this Property. As set forth in the Intergovernmental Agreement, if the City does not so notify Metro within thirty (30) days of receipt of this letter, the City 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. 97-2574 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE TWO INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF PORTLAND TO MANAGE PROPERTIES IN THE TRYON CREEK LINKAGES AND FOREST PARK EXPANSION TARGET AREAS.

Date: October 21, 1997

Presented by:

**Charles Ciecko
Jim Desmond**

PROPOSED ACTION

Resolution No. 97-2574 requests authorization for the Executive Officer to execute two intergovernmental agreements (IGAs) with the City of Portland for management of properties in the Tryon Creek Linkages and Forest Park Expansion Target Areas.

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 open to the public until funds for management are later identified and made available. The bond measure also stated 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 2,500 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.

The IGAs set forth management, maintenance, and operation guidelines for properties, requiring that they be managed for passive recreation, pedestrian/bicycle use, and habitat restoration, with the primary goals being protection of the properties' natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with these goals. The Metropolitan Greenspaces Master Plan calls for a Resource Management Plan to be in place prior to formal public use and site development of a property. For the Tryon Creek Linkages properties, the Southwest Hills Resource Protection Plan, Portland Parks Bureau Parks Futures Plan, and the Greenspaces Master Plan will be deemed to constitute the Resource Management Plan for those properties. For the Forest Park Expansion properties, the Forest Park Natural Resources Management Plan, the Portland Parks Bureau Futures Plan, and the Greenspaces Master Plan, will be deemed to constitute the Resource Management Plan.

Tryon Creek Linkages

Since December of 1995, Metro has purchased five properties, totaling 25.2 acres, in the Tryon Creek Linkages target area with Metro Open Spaces Bond Measure funds. (See Attachment A for location map). The City of Portland (the "City") contributed 50% of the purchase price on one of the properties, a 2.24-acre parcel, out of the City's local share of the bond measure proceeds. Metro and the City each own an undivided one-half (1/2) interest in that property as tenants in common. Metro owns the other Tryon Properties in fee simple title. Only one of the properties is improved with a residence, and it is anticipated that the house will soon be torn down due to its negative value and dilapidated condition.

The City's Department of Parks and Recreation owns and manages Marshall Park which lies in close proximity to two of the Metro Tryon Creek purchases, and is adjacent to another property that is currently under contract to Metro. Tryon Creek is a connecting link through the park and each of the properties. The City also owns the West Portland Park block, which is adjacent to the remainder of the Metro Tryon Creek purchases.

Forest Park Expansion

Since September of 1995, Metro has purchased eleven properties in the Forest Park Expansion target area, totaling 361 acres, with Metro Open Spaces Bond Measure funds. Nine of these properties, totaling 93 acres, are adjacent to the Park and are included in the attached Forest Park Expansion IGA for management by the City. (See Attachment B for location map). One of the properties, formerly known as the Thomas property, includes a residence, but the residence and area surrounding it will be excluded from the IGA and will be managed by Metro staff.

The two IGAs specify the particular parcels to be covered by each agreement, and also set forth a mechanism whereby Metro will notify the City of Portland if Metro purchases future properties within the target areas that Metro would like the City to manage under the terms of the IGA. The City can then notify Metro if it does not wish to accept management responsibility for that particular property. The IGAs transfer management responsibilities arising from the Tryon Creek Linkages and Forest Park Expansion target areas acquisitions to the City of Portland, while requiring that the properties be managed, maintained, and operated as natural area open spaces, with the primary goal being protection of the properties' natural resources.

FINDINGS

Authorization of the Executive Officer's execution of the Tryon Creek Linkages and Forest Park Expansion IGAs is recommended based on the following:

- Entering into IGAs with local jurisdictions and park providers would enable those agencies to manage some of Metro's regionally-significant lands that would otherwise not have management dollars allocated to them at this time. Under the IGAs, the properties would also 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 strong presence of existing Portland Parks in both target areas, and the relatively small size of the individual sites make management of the sites more appropriate for a local, rather than regional, agency.

- Resolution 97- 2574 would authorize Metro to enter into the Tryon Creek Linkages and Forest Park Expansion target areas IGAs with the City of Portland Parks and Recreation for the City to manage the fourteen properties and potentially other properties within those target areas.

BUDGET IMPACT

The City of Portland Parks and Recreation would become responsible for the management, maintenance and operation of certain properties purchased with the Opens Spaces, Parks and Streams Bond Measure 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 97-2574.

RESOLUTION 97-2574
ATTACHMENT A
TRYON CREEK LINKAGES T.A.

