

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING INTO) RESOLUTION NO. 94-1918A
A MEMORANDUM OF UNDERSTANDING)
WITH THE FRIENDS OF FOREST PARK) Introduced by Rena Cusma,
FOR RECEIPT OF A LAND DONATION) Executive Officer
AND RELATED EASEMENTS)

WHEREAS, On July 23, 1992, by Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan (Master Plan); and

WHEREAS, A goal of the Master Plan is to "Protect and manage significant natural areas through partnership with ...nonprofit organizations....and Metro."; and

WHEREAS, The Master Plan identifies privately owned lands scattered throughout Forest Park as regionally significant greenspaces to be protected; now, therefore,

BE IT RESOLVED,

1. That the Council adopts the Memorandum of Understanding (MOU) between the Oregon nonprofit corporation, Friends of Forest Park, and Metro (as described in Exhibit A) outlining a framework for the purpose of donating land in Forest Park to Metro for a public park, to be owned and maintained by Metro.

2. That the Council authorizes the Executive Officer to take the actions necessary to allow the District to fulfill the MOU.

3. That if this MOU resolution is adopted by Council, a resolution accepting the deed to the property (see Exhibits B and C) will be forwarded to Council for consideration at a future date.

ADOPTED by the Metro Council this 10th day of March, 1994.



Judy Wyers, Presiding Officer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between **Friends of Forest Park (FOFP)**, an Oregon nonprofit corporation, and **Metro**.

- A. FOFP is the owner of a parcel of 38 acres of real property (Old Growth Grove, or, Grove) located in Multnomah County and described in Exhibit B. The Grove is a biologically and historically unique remnant of the old growth forest that once covered much of the Portland area. The Grove was purchased by FOFP to preserve it in its natural state, to help protect the wildlife corridor connecting Forest Park to the Coast Range, and to provide the recreational, educational and other benefits that may be realized by having the grove open to public access, so long as such access does not endanger the Grove's viability and natural progression as an old growth forest.
- B. FOFP has acquired certain perpetual access easements with the purchase of the Grove. These easements will provide access to the Grove, and could also form part of a future linkage to Forest Park and a larger regional trail system. Specific conditions, covenants, and restrictions related to the Grove and access easements are detailed in Exhibit C. In addition, certain conservation easements have also been acquired, which FOFP will retain, but which may in the future be transferred to Metro.
- C. This MOU is entered upon for the purpose of making the Grove a public park, to be owned and maintained by Metro.
- D. All understandings stipulated in this MOU are intended to continue to apply to any organization that succeeds FOFP for the purpose of providing stewardship for the Grove and its environs.

PROPERTY TRANSFER

FOFP intends to donate the Grove, with all related access easements, to Metro. If approved by the Metro Council, this transfer could occur within **three months** from the date this MOU has been approved by both parties. The deed of transfer will contain restrictions to ensure that the Grove be administered and maintained in perpetuity for the purposes stated in item A above. If Metro takes any action that compromises this purpose, or if a public park has not been substantially completed, with access and enjoyment available to the public, by three years from the date of completion of a management plan for the site, the property shall be returned to FOFP.

Memo of Understanding
Old Growth Grove
Page 2

PARK RECREATION

1. FOFP and Metro, through its Regional Parks & Greenspaces Dept., will work cooperatively, before and after the transfer of ownership, to complete the creation of the public park. FOFP may take actions at its discretion, between now and the completion of the public park, that will accelerate and facilitate the mandated steps for establishing a public park if such actions are consistent with the development or implementation of an approved management plan and approved by Metro's Regional Parks & Greenspaces Dept. FOFP will also erect specific signage acknowledging the patrons of the park on or near the location of the parking site or trail head. FOFP will consult with Parks & Greenspaces before undertaking such actions, so that any actions will be consistent with the approved management plan and other applicable ordinances and regulations.
2. After the transfer of ownership, FOFP may contribute services or funds to be used for designated purposes associated with creation of a public park. Metro will create a special interest-bearing fund to hold contributions.
3. Metro shall accept, subject to deed restrictions and conditions, ownership of the Grove, and subject to appropriations by the Metro Council or the availability of other funds, pursue the development of a management plan, implementation of such plan, and assume maintenance and operation responsibilities upon completion. FOFP agrees to offer its assistance in efforts to secure necessary funds and other resources or materials which will be required for plan development and implementation.
4. FOFP shall defend, indemnify, and hold harmless Metro, its elected officials, employees, and agents from any and all claims which may arise or be related to ownership and management of the Grove and associated access easements until such time that ownership of the Grove and access easements are conveyed to Metro.

FRIENDS OF FOREST PARK

METRO

By _____
Chris Wrench, President

By _____
Rena Cusma, Executive Officer

Date _____

Date _____

AFTER RECORDING RETURN TO:
Friends of Forest Park
PO Box 2413
Portland, Or. 97208
SEND TAX STATEMENTS TO ABOVE

DEED

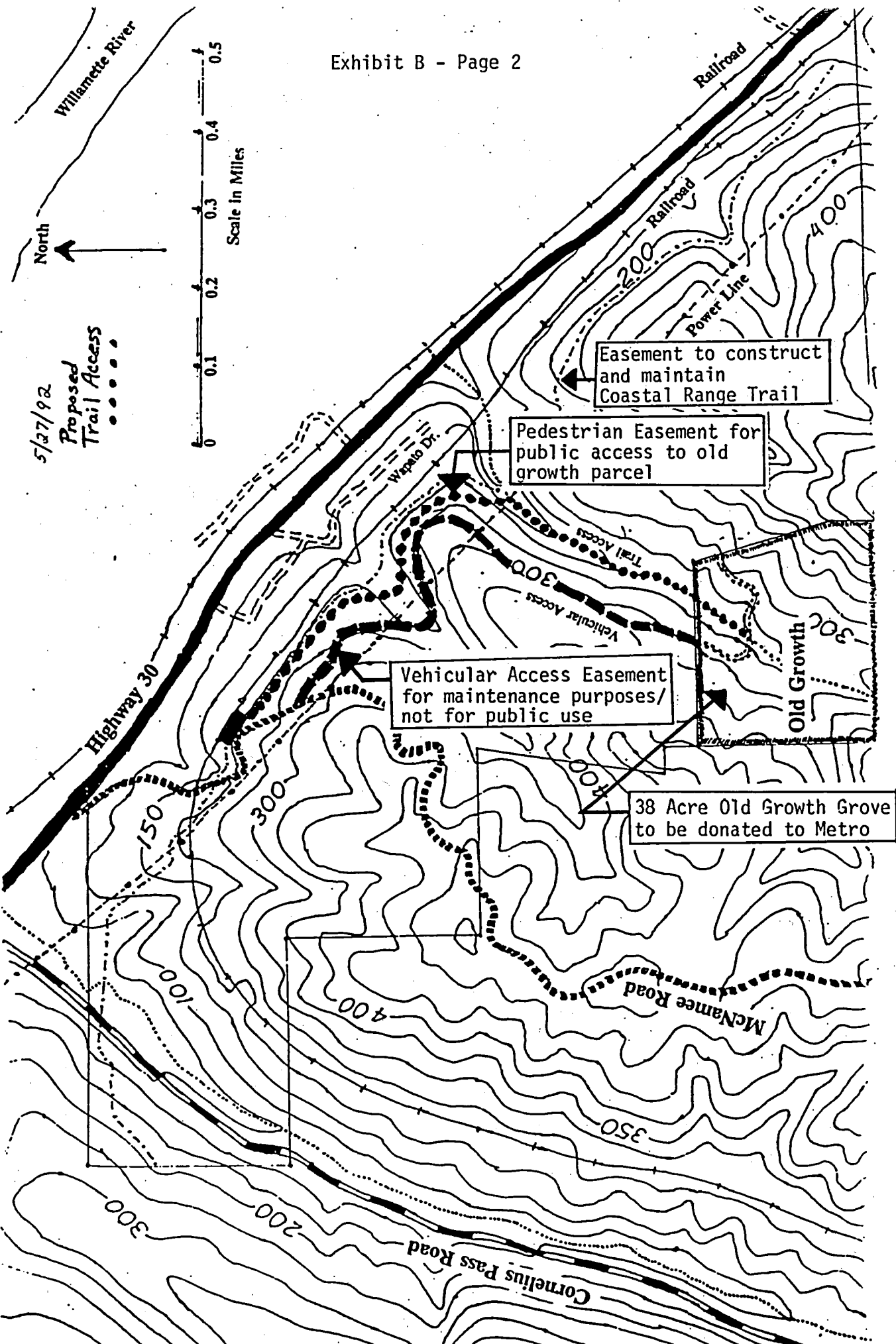
AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon nonprofit corporation, Grantee, that certain real property in the Southwest quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Beginning at the southwest corner of said Section 20; thence south 88°43'46" east along the south line of said Section 20, 1,455.40 feet to an iron rod; thence north 0°50'41" east 308.33 feet to an iron rod; thence north 18°31'04" west 954.64 feet to an iron rod; thence north 89°38'15" west 1,226.02 feet to an iron rod on the west line of said Section 20; thence south 3°21'00" east along said west line 1,191.03 feet to the point of beginning, containing 38.00 acres.

RESERVING, HOWEVER, unto Grantor a perpetual easement for use of the existing road over and across the said real property, the centerline location for the said road being described on Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "the road," for ingress to and egress from for any purpose and appurtenant to any part of other real property owned by Grantor and described in Exhibit B attached hereto and by this reference made a part hereof, excepting the 38 acres above-described, hereinafter referred to as "the retained property." For so long as Grantor holds title to any of the retained property, Grantor shall have the exclusive and sole right (1) to grant use of the road for any term and for any purpose and to make the road appurtenant to any other lands which the road may serve for ingress and egress, and (2) to dedicate the road to

This instrument was for record by Fidelity National Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1



5/27/92

Proposed Trail Access

North

Scale In Miles
0 0.1 0.2 0.3 0.4 0.5

Willamette River

Railroad

Railroad

Power Line

Easement to construct and maintain Coastal Range Trail

Pedestrian Easement for public access to old growth parcel

Vehicular Access Easement for maintenance purposes/ not for public use

38 Acre Old Growth Grove to be donated to Metro

Highway 30

Wapato Dr.

Old Growth

McNamee Road

Cornelius Pass Road

Vehicular Access

Trail Access

150

300

400

350

300

200

400

30c

AFTER RECORDING RETURN TO:
Friends of Forest Park
PO Box 2413
Portland, Or. 97208
SEND TAX STATEMENTS TO ABOVE

Exhibit C

DEED

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon nonprofit corporation, Grantee, that certain real property in the Southwest quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Beginning at the southwest corner of said Section 20; thence south 88°43'46" east along the south line of said Section 20, 1,455.40 feet to an iron rod; thence north 0°50'41" east 308.33 feet to an iron rod; thence north 18°31'04" west 954.64 feet to an iron rod; thence north 89°38'15" west 1,226.02 feet to an iron rod on the west line of said Section 20; thence south 3°21'00" east along said west line 1,191.03 feet to the point of beginning, containing 38.00 acres.

RESERVING, HOWEVER, unto Grantor a perpetual easement for use of the existing road over and across the said real property, the centerline location for the said road being described on Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "the road," for ingress to and egress from for any purpose and appurtenant to any part of other real property owned by Grantor and described in Exhibit B attached hereto and by this reference made a part hereof, excepting the 38 acres above-described, hereinafter referred to as "the retained property." For so long as Grantor holds title to any of the retained property, Grantor shall have the exclusive and sole right (1) to grant use of the road for any term and for any purpose and to make the road appurtenant to any other lands which the road may serve for ingress and egress, and (2) to dedicate the road to

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FIDELITY NATIONAL TITLE 513654-1

public use simultaneously with dedication to public use of additional parts of the road which connect to an already public road.

SUBJECT, MOREOVER, to a restriction to leave, maintain, and preserve the real property hereby conveyed perpetually in a natural state and condition, but nonetheless to be able to construct and maintain pedestrian trails thereon, to prevent and repair erosion damage, to fall dead trees, to fall and remove dead or windthrown stands or groups of trees, and to control noxious plants, animals, or insects including by falling and removal of individual trees. The burden of the restriction hereby imposed shall run with the real property hereby conveyed and shall be binding upon Grantee, its successors and assigns. The benefit of the restriction hereby imposed shall run with the retained property and shall be for the benefit of and be enforceable by any owner in fee of any portion of the retained property.

For ninety years from the date hereof the real property hereby conveyed shall be and remain subject to levy, free of the restriction imposed by the foregoing paragraph, for reimbursement and indemnity of Grantor and of any owner in fee of any portion of the retained property for any liability to third persons which hereafter may be incurred by Grantor, or any of Grantor's successors to any of the retained property, other than for gross negligence, arising from any use or uses permitted by Grantee or Grantee's successors (1) of the real property hereby conveyed or (2) of the Conservation Easement, or (3) of the Easement for Coast Range Hiking Trail, or (4) of the Pedestrian Easement, or (5) of

the Vehicular Easement, all conveyed by Grantor to Grantee simultaneously with conveyance of this Deed.

The true consideration for this conveyance and other grants and conveyances of easements made by Grantor to Grantee of even date herewith is \$580,000.

Until a change is requested, all tax statements are to be sent to the following address:

The Friends of Forest Park
c/o James D. Thayer
121 S.W. Salmon Street
Suite 1100
Portland, Oregon 97204.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this 14 day of January, 1992.

AGENCY CREEK MANAGEMENT CO.

By John C. Hampton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above JOHN C. HAMPTON, who said he was the President of AGENCY

CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Deed as the free act and deed of said corporation.

Victoria J Shaylor

Notary Public for Oregon
My commission expires: 9/03/92

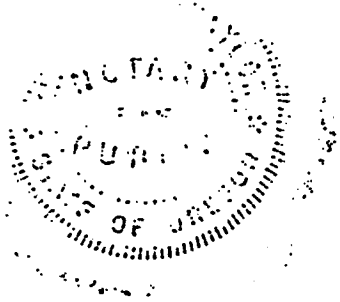


EXHIBIT A

Beginning at a point on the East line of above described 38.00 acre tract, said point being South 18 31' 04" East 240.74 feet from the Northeast corner of said tract; thence along the arc of a 240.44 foot radius curve to the left 71.36 feet, the long chord of which bears South 87 08' 47" West 71.10 feet; thence South 78 38' 38" West 56.51 feet; thence along the arc of a 112.46 foot radius curve to the left 110.23 feet, the long chord of which bears South 50 33' 46" West 105.87 feet; thence South 22 28' 53" West 61.20 feet; thence along the arc of a 123.00 foot radius curve to the right 158.69 feet; the long chord of which bears South 75 31' 15" West 147.91 feet; thence North 51 26' 24" West 47.58 feet; thence along the arc of a 123.04 foot radius curve to the left 137.61 feet, the long chord of which bears North 83 28' 42" West 130.55 feet; thence South 64 29' 02" West 66.66 feet; thence along the arc of a 77.13 foot radius curve to the right 179.86 feet, the long chord of which bears North 48 42' 38" West 141.79 feet; thence North 18 05' 42" East 182.56 feet; thence along the arc of a 258.77 foot radius curve to the left 98.78 feet, the long chord of which bears North 7 09' 30" East 98.18 feet; thence North 3 46' 36" West 11.75 feet; thence along the arc of a 116.34 foot radius curve to the right 15.31 feet, the long chord of which bears North 0 00' 27" West 15.30 feet to a point on the North line of said 38.00 acre tract, said point being North 89 38' 15" West 563.79 feet from the Northeast corner thereof.

EXHIBIT B

Order No. 402172

PARCEL I:

Lots 1 through 5, inclusive, and Lots 12 through 18, inclusive, Block 4, BURLINGTON, except those portions of Lots 12 through 18 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 12, inclusive, and Lots 15 through 18, inclusive, Block 5, BURLINGTON, except those portions of Lots 10 through 12 and Lots 15 through 18 taken for the establishment of N.W. St. Helens Rd..

Lots 1, 2, Lot 6 through 19, inclusive, and Lots 25 and 26, Block 6, BURLINGTON, except those portions of Lots 14 through 19 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 4, inclusive, Block 7, BURLINGTON, except those portions of Lots 3 and 4, taken for the establishment of N.W. St. Helens Rd.

Lots 4 through 9, inclusive, Lots 10 through 14, inclusive and Lots 22 through 25, inclusive, Block 10, BURLINGTON, except those portions of Lots 8, 9, 10 through 14 and 22 through 25 taken for the establishment of NW St. Helens Rd.

Lots 1 through 22, inclusive, Block 11, BURLINGTON.

Lots 1 through 11, inclusive and Lots 13 through 25, inclusive, Block 12, BURLINGTON.

Lots 1 through 3, inclusive, Lots 9 through 14, inclusive, and Lots 16, 24 and 25, Block 15, BURLINGTON.

Lots 1 through 7, inclusive and Lots 12 through 18, Block 16, BURLINGTON.

Lots 1 through 14, inclusive, Block 17, BURLINGTON.

Lots 1 through 7, inclusive, Block 18, BURLINGTON, except that portion of Lot 7 taken for the establishment of N.W. St. Helens Rd.

Block 19, BURLINGTON, except that portion taken for the establishment of N.W. St. Helens Rd.

Block 20, BURLINGTON.

Lots 1 through 16, inclusive, Block 21, BURLINGTON.

Lots 1 through 10, inclusive, Block 22, BURLINGTON.

Lots 1 through 5, inclusive, and Lots 7 through 13, Block 23, BURLINGTON.

Order No. 402172

Lots 1, 2 and 4 through 11, inclusive, Block 24, BURLINGTON.

Lot 8 and Lots 10 through 19, Block 25, inclusive, Block 25, BURLINGTON.

Block 26, BURLINGTON.

Lots 1 and 2, Block 27, BURLINGTON.

Lots 1 through 14, inclusive, Block 28, BURLINGTON.

Lots 1 through 17, inclusive, Block 29, BURLINGTON.

Lots 1 through 14, inclusive, Block 36, BURLINGTON.

Lots 1 through 7, inclusive, Block 37, BURLINGTON.

Lots 1 through 5, inclusive, Block 38, BURLINGTON.

Lots 1 through 13, inclusive, Block 39, BURLINGTON.

Lots 1 through 15, inclusive and Lots 17 through 19, Block 40, BURLINGTON.

Lots 1 through 5, inclusive, Block 41, BURLINGTON.

Lots 1, 2 and 3, Block 42, BURLINGTON.

Lots 1 through 8, inclusive, Block 43, BURLINGTON.

Lots 1 and 2, Block 44, BURLINGTON.

Lots 1 through 16, inclusive, Block 45, BURLINGTON, except that portion of Lots 6 through 9 taken for the widening of McNamee Rd.

Lots 1 through 5, inclusive, Block 46, BURLINGTON.

Lots 1 through 6, inclusive, Block 47, BURLINGTON.

Lots 1 through 28, inclusive, Block 48, BURLINGTON, except that portion of Lots 1, 8 and 9 taken for the widening of McNamee Rd.

Lots 1 through 43, inclusive, Block 49, BURLINGTON.

Lots 1 through 12, inclusive, Block 50, BURLINGTON.

Lots 1 through 10, inclusive, and Lots 12 and 13, Block 51, BURLINGTON.

Lots 1 through 7, inclusive, Block 52, BURLINGTON.

Lots 1 through 7, inclusive, Block 53, BURLINGTON.

all in the County of Multnomah and State of Oregon.

PARCEL II:

A tract of land in the Northeast one-quarter of Section 19, Township 2 North, Range 1 West, described as follows:

Beginning at the quarter corner between Sections 19 and 20, Township 2 North, Range 1 West Willamette Meridian; running thence South 89 degrees 23' West 1333.7 feet to the Southwest corner of Southeast one-quarter of Northeast one-quarter of Section 19; thence North 0 degrees 36' East 1300.2 feet to the Northwest corner of southeast one-quarter of Northeast one-quarter of Section 19; thence South 89 degrees 20' West on the South line of the Northwest one-quarter of the Northeast one-quarter of Section 19, 538.79 feet to the Southeasterly line of the United Railway Company's right-of-way; thence following said Southeasterly line of right-of-way on a curve to the right of 1287.3 foot radius, 1908.3 feet to the line between Sections 19 and 20; thence South 1 degree 47' West on said line between Sections 19 and 20, 1700.06 feet to the place of beginning.

PARCEL III:

A tract of land described as follows:

Beginning at the section corner of 19,20,29,30 in Township 2 North Range 1 West, this being the Southwest corner of Section 20; thence North 1,642.0 feet, to the South line of the John G. Tomlinson donation land claim which is also the South line of Burlington, thence East along South line of said claim, 1,213.04 feet to the East line of Lanoche Drive as platted in platte of Burlington, thence Northeasterly along Easterly line of Lanoche Drive, 1,744.0 feet to the United Railway Company's right-of-way Westerly boundary thence Southeasterly along said right-of-way to point where right-of-way boundary intersects the South line of Section 20, thence West 4501.95 feet to the Southwest corner of Section 20 to place of beginning.

~~Attachment A~~

Access Easements for 16900 NW McNamee Road

The easements for vehicular and pedestrian access to Parcel 2, including maintenance responsibilities therefor, are described in the attached Deed, Vehicular Easement, Pedestrian Easement, and Easement for Coast Range Hiking Trail. Division of the land and access to the land by the said easements are the subject of Multnomah County land planning and development decisions LD 8-92, #50 and MC 1-92, #50.

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AFTER RECORDING RETURN TO:
Friends of Forest Park
PO Box 2413
Portland, Or. 97208

CONSERVATION EASEMENT

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon non-profit corporation, Holder, whose purposes and powers include retaining the natural, scenic or open-space values of real property and protecting natural resources, a perpetual Conservation Easement, as generally defined in Oregon Revised Statute 271.715(1) and as more particularly defined in the following provisions, to so much of the approximately 370 acre property described in Exhibit A, attached hereto and by this reference made a part hereof, as lies on the same side of the Burlington Northern Railroad tracks as the 38 acre parcel described in Exhibit B, attached hereto and by this reference made a part hereof, and which is being conveyed by Deed of even date herewith from Grantor to Grantee, but excluding the said 38 acre parcel from this Conservation Easement.

This instrument filed for record by Fidelity National Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1

The Conservation Easement hereby conveyed is not intended to restrict Grantor's ability to obtain rural planned development status for or to obtain optimal net economic return from the property subject to this Conservation Easement. Grantor, however, shall make reasonable effort to configure development of the property subject to this Conservation Easement so as to leave as much reforested land as possible unaffected by development (always excepting, however, subsequent timber management and timber harvesting activities) and so as to allow a wildlife travel corridor or corridors across the property subject to this

Conservation Easement to and from the City of Portland's Forest Park.

Grantor shall develop no more than 25 residential units and necessary access roads on the property subject to this Conservation Easement; such property shall otherwise be managed in accordance with provisions of the State Forest Practices Act or in accordance with any zoning provisions which may supersede application of the State Forest Practices Act. The Conservation Easement hereby granted shall apply differently depending on the character a particular portion of the property subject to this Conservation Easement has as a homestead or as private lands outside a homestead.

Each private lot developed on the property subject to the Conservation Easement shall have a five (5) acre homestead envelope ("the homestead") within which a dwelling house may be constructed. Fences that exclude wildlife will be permitted around and within each homestead. Dogs shall be permitted to roam freely within each homestead so long as dogs are effectively confined to the homestead. Cats outside a house shall be belled.

No wildlife excluding fence shall be constructed on the property subject to this Conservation Easement outside of a homestead. No unattended domesticated animals shall be allowed outside a homestead. Dogs outside a homestead must be under control of an accompanying person. Hunting on the property subject to this Conservation Easement shall be prohibited, except in cases where the landowner is forced to remove wildlife because it is a menace to people or is causing significant or repeated damage to

property within a homestead or to timber anywhere on the property subject to this Conservation Easement.

Delivery of this instrument to Holder and recordation of this instrument by Holder or at Holder's direction constitutes acceptance by Holder of this Conservation Easement.

DATED this 14 day of January, 1992.

AGENCY CREEK MANAGEMENT CO.

By John C. Hampton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above JOHN C. HAMPTON, who said he was the President of AGENCY CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Conservation Easement as the free act and deed of said corporation.

Victoria J. Shaylor
Notary Public for Oregon
My commission expires: 9/03/92

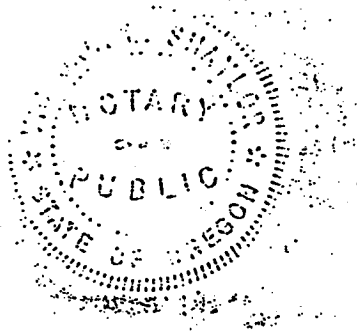


EXHIBIT B

38 ACRE TRACT DESCRIPTION

A tract of land in the Southwest one quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian being more particularly described as follows:

Beginning at the Southwest corner of said Section 20; thence South 88 43' 46" East along the South line of said Section 20 1455.40 feet to an iron rod; thence North 0 50' 41" East 308.33 feet to an iron rod; thence North 18 31' 04" West 954.64 feet to an iron rod; thence North 89 38' 15" West 1226.02 feet to an iron rod on the West line of said Section 20; thence South 3 21' 00" East along said West line 1191.03 feet to the point of beginning, containing 38.00 acres.

088434

STATE OF OREGON }
Multnomah County

ss.

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

93 JUL -7 PM 4: 01

RECORDING SECTION
MULTNOMAH CO. OREGON

In Book BOOK 2719 PAGE 1645 On Page

Witness my hand and seal of office affixed.
Recorder of Conveyances

C Swick
Deputy

20534

AFTER RECORDING RETURN TO:
Friends of Forest Park
PO Box 2413
Portland, Or. 97208

PEDESTRIAN EASEMENT

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, hereby grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon nonprofit corporation, Grantee, a perpetual non-exclusive easement over and across a strip of land 50 feet on each side of the stream running from the lands described in Exhibit A, attached hereto and by this reference made a part hereof, to which the easement hereby granted is appurtenant in the direction of U.S. Highway 30 to the edge of the property described in Exhibit B, attached hereto and by this reference made a part hereof, excepting therefrom the lands described in Exhibit A, hereinafter referred to as "the retained property," for purposes of constructing and maintaining a pedestrian hiking trail for use by Grantee's licensees. The 100-foot wide strip is hereinafter referred to as the "Pedestrian Right-of-Way."

This instrument filed for record by Fidelity National Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1

Neither Grantor nor Grantee shall have the right hereafter to harvest and remove timber from the Pedestrian Right-of-Way except that Grantee shall have the right to cut, but not to remove, standing or down trees incident to maintaining and making safe the pedestrian hiking trail.

Any pedestrian hiking trail hereafter constructed on the Pedestrian Right-of-Way shall be constructed and maintained at Grantee's expense. The pedestrian hiking trail can be located anywhere within the Pedestrian Right-of-Way depending on natural contours of land and natural resource preservation considerations as in Grantee's judgment will affect location of the pedestrian

hiking trail. Grantor consents to location of the pedestrian hiking trail outside the Pedestrian Right-of-Way at such places as will make the pedestrian hiking trail significantly less expensive to construct or to maintain or as are likely significantly to reduce physical difficulties to users of the pedestrian hiking trail. In the event that the pedestrian hiking trail is anywhere located outside the Pedestrian Right-of-Way, the location of the Pedestrian Right-of-Way shall be deemed shifted to accommodate to the actual location of the pedestrian hiking trail, but in no event shall the pedestrian hiking trail be located more than 100 feet from the centerline of said stream.

Grantor shall have and retain rights:

(a) at Grantor's expense and with as little disruption to the pedestrian hiking trail as is reasonable to cross and to establish permanent crossings of the Pedestrian Right-of-Way in locations reasonably necessary to conduct timber management or timber harvesting activities on the retained property and to develop and use the retained property as it may be developed subject to the limitations imposed by the Conservation Easement conveyed by Grantor to Grantee of even date herewith, and

(b) to include area subject to the Pedestrian Right-of-Way within boundaries of lots already platted, or as may hereafter be platted, but otherwise to leave the Pedestrian Right-of-Way undisturbed and in natural condition and without impediment to pedestrian traffic even though such area may be included in a homestead permitted by the aforesaid Conservation Easement.

DATED this 14 day of January, 1992.

AGENCY CREEK MANAGEMENT CO.

By: John C Hampton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above mentioned JOHN C. HAMPTON, who said he was the President of AGENCY CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Pedestrian Easement as the free act and deed of said corporation.

Victoria J Shaylor
Notary Public for Oregon
My commission expires: 9/03/92



EXHIBIT A

38 ACRE TRACT DESCRIPTION

A tract of land in the Southwest one quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian being more particularly described as follows:

Beginning at the Southwest corner of said Section 20; thence South 88° 43' 46" East along the South line of said Section 20 1455.40 feet to an iron rod; thence North 0° 50' 41" East 308.33 feet to an iron rod; thence North 18° 31' 04" West 954.64 feet to an iron rod; thence North 89° 38' 15" West 1226.02 feet to an iron rod on the West line of said Section 20; thence South 3° 21' 00" East along said West line 1191.03 feet to the point of beginning, containing 38.00 acres.

EXHIBIT B

Order No. 402172

PARCEL I:

Lots 1 through 5, inclusive, and Lots 12 through 18, inclusive, Block 4, BURLINGTON, except those portions of Lots 12 through 18 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 12, inclusive, and Lots 15 through 18, inclusive, Block 5, BURLINGTON, except those portions of Lots 10 through 12 and Lots 15 through 18 taken for the establishment of N.W. St. Helens Rd..

Lots 1, 2, Lot 6 through 19, inclusive, and Lots 25 and 26, Block 6, BURLINGTON, except those portions of Lots 14 through 19 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 4, inclusive, Block 7, BURLINGTON, except those portions of Lots 3 and 4, taken for the establishment of N.W. St. Helens Rd.

Lots 4 through 9, inclusive, Lots 10 through 14, inclusive and Lots 22 through 25, inclusive, Block 10, BURLINGTON, except those portions of Lots 8, 9, 10 through 14 and 22 through 25 taken for the establishment of NW St. Helens Rd.

Lots 1 through 22, inclusive, Block 11, BURLINGTON.

Lots 1 through 11, inclusive and Lots 13 through 25, inclusive, Block 12, BURLINGTON.

Lots 1 through 3, inclusive, Lots 9 through 14, inclusive, and Lots 16, 24 and 25, Block 15, BURLINGTON.

Lots 1 through 7, inclusive and Lots 12 through 18, Block 16, BURLINGTON.

Lots 1 through 14, inclusive, Block 17, BURLINGTON.

Lots 1 through 7, inclusive, Block 18, BURLINGTON, except that portion of Lot 7 taken for the establishment of N.W. St. Helens Rd.

Block 19, BURLINGTON, except that portion taken for the establishment of N.W. St. Helens Rd.

Block 20, BURLINGTON.

Lots 1 through 16, inclusive, Block 21, BURLINGTON.

Lots 1 through 10, inclusive, Block 22, BURLINGTON.

Lots 1 through 5, inclusive, and Lots 7 through 13, Block 23, BURLINGTON.

Order No. 402172

Lots 1, 2 and 4 through 11, inclusive, Block 24, BURLINGTON.

Lot 8 and Lots 10 through 19, Block 25, inclusive, Block 25, BURLINGTON.

Block 26, BURLINGTON.

Lots 1 and 2, Block 27, BURLINGTON.

Lots 1 through 14, inclusive, Block 28, BURLINGTON.

Lots 1 through 17, inclusive, Block 29, BURLINGTON.

Lots 1 through 14, inclusive, Block 36, BURLINGTON.

Lots 1 through 7, inclusive, Block 37, BURLINGTON.

Lots 1 through 5, inclusive, Block 38, BURLINGTON.

Lots 1 through 13, inclusive, Block 39, BURLINGTON.

Lots 1 through 15, inclusive and Lots 17 through 19, Block 40, BURLINGTON.

Lots 1 through 5, inclusive, Block 41, BURLINGTON.

Lots 1, 2 and 3, Block 42, BURLINGTON.

Lots 1 through 8, inclusive, Block 43, BURLINGTON.

Lots 1 and 2, Block 44, BURLINGTON.

Lots 1 through 16, inclusive, Block 45, BURLINGTON, except that portion of Lots 6 through 9 taken for the widening of McNamee Rd.

Lots 1 through 5, inclusive, Block 46, BURLINGTON.

Lots 1 through 6, inclusive, Block 47, BURLINGTON.

Lots 1 through 28, inclusive, Block 48, BURLINGTON, except that portion of Lots 1, 5 and 9 taken for the widening of McNamee Rd.

Lots 1 through 43, inclusive, Block 49, BURLINGTON.

Lots 1 through 12, inclusive, Block 50, BURLINGTON.

Lots 1 through 10, inclusive, and Lots 12 and 13, Block 51, BURLINGTON.

Lots 1 through 7, inclusive, Block 52, BURLINGTON.

Lots 1 through 7, inclusive, Block 53, BURLINGTON.

all in the County of Multnomah and State of Oregon.

PARCEL II:

A tract of land in the Northeast one-quarter of Section 19, Township 2 North, Range 1 West, described as follows:

Beginning at the quarter corner between Sections 19 and 20, Township 2 North, Range 1 West Willamette Meridian; running thence South 89 degrees 23' West 1333.7 feet to the Southwest corner of Southeast one-quarter of Northeast one-quarter of Section 19; thence North 0 degrees 36' East 1300.2 feet to the Northwest corner of southeast one-quarter of Northeast one-quarter of Section 19; thence South 89 degrees 20' West on the South line of the Northwest one-quarter of the Northeast one-quarter of Section 19, 538.79 feet to the Southeasterly line of the United Railway Company's right-of-way; thence following said Southeasterly line of right-of-way on a curve to the right of 1287.3 foot radius, 1908.3 feet to the line between Sections 19 and 20; thence South 1 degree 47' West on said line between Sections 19 and 20, 1700.06 feet to the place of beginning.

PARCEL III:

A tract of land described as follows:

Beginning at the section corner of 19,20,29,30 in Township 2 North Range 1 West, this being the Southwest corner of Section 20; thence North 1,642.0 feet, to the South line of the John G. Tomlinson donation land claim which is also the South line of Burlington, thence East along South line of said claim, 1,213.04 feet to the East line of Lanoche Drive as platted in platte of Burlington, thence Northeasterly along Easterly line of Lanoche Drive, 1,744.0 feet to the United Railway Company's right-of-way Westerly boundary thence Southeasterly along said right-of-way to point where right-of-way boundary intersects the South line of Section 20, thence West 4501.95 feet to the Southwest corner of Section 20 to place of beginning.

088435

STATE OF OREGON }
Multnomah County

ss.
I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

93 JUL -7 PM 4: 01

RECORDING SECTION
MULTNOMAH CO. OREGON

On Page

in BOOK 2719 PAGE 1652

witness my hand and seal of office affixed.
Recorder of Conveyances

C Swick
Deputy

35
2

AFTER RECORDING RETURN TO:

Friends of Forest Park EASEMENT FOR COAST RANGE HIKING TRAIL
 PO Box 2413
 Portland, Or. 97208

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon non-profit corporation, Grantee, a perpetual nonexclusive easement for purposes of constructing and maintaining a hiking trail, hereinafter referred to as the "Coast Range Hiking Trail," no more than six feet in width for use by Grantee's licensees. The right-of-way for the Coast Range Hiking Trail shall commence at the southern boundary of the property described in Exhibit A, attached hereto and by this reference made a part hereof, at a point approximately at the northwest corner of the undeveloped quarry on the adjacent property to the east and shall traverse the property described in Exhibit A along a mutually agreeable course down to a corridor defined by existing powerlines on the uphill side and the Burlington Northern Railroad tracks on the downhill side of the property described in Exhibit A. The Coast Range Hiking Trail shall then traverse northward along this corridor approximately paralleling the powerlines and shall extend to the northern boundary of the property described in Exhibit A, crossing Cornelius Pass Road within the bounds of such property. The Coast Range Hiking Trail shall traverse the property described in Exhibit A in a reasonably direct manner. Grantor shall have power and authority to veto the proposed initial location of the Coast Range Hiking Trail as it may be proposed by Grantee, but approval shall not be unreasonably withheld. After approval of the initial location by Grantor, the location of the Coast Range Hiking Trail may be

This instrument filed for record by
 Fidelity National Title Company as an
 accommodation only. It has not been
 examined as to its execution or as to
 its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1

changed from time to time by Grantor to eliminate or to reduce interference between Grantor's subsequent uses and development of the property described in Exhibit A with uses of the Coast Range Hiking Trail. Any such change after the Coast Range Hiking Trail has been constructed, however, shall be at Grantor's expense and any relocation shall be to the same standard of construction as was the portion of the replaced trail.

Grantor shall have and retain rights (a) at Grantor's expense and with as little disruption to the Coast Range Hiking Trail as is reasonable to cross and to establish permanent crossings of the Coast Range Hiking Trail in locations reasonably necessary to develop and to use the property described in Exhibit A or to conduct timber management or timber harvesting activities on such property, subject, however, to the limitations imposed by the Conservation Easement conveyed by Grantor to Grantee of even date herewith and (b) to include area subject to the Coast Range Hiking Trail within boundaries of lots already platted, or as may hereafter be platted, but otherwise to leave the Coast Range Hiking Trail, as originally located or after relocation as permitted by the foregoing provisions, undisturbed and in natural condition and without impediment to pedestrian traffic even though such area may thereby be included in a homestead permitted by the aforesaid Conservation Easement.

DATED this 14 day of January, 1997.

AGENCY CREEK MANAGEMENT CO.

By John C. Hampton
Its President

STATE OF OREGON)
)
County of Washington) ss.

Before me this 14th day of January, 1992, appeared the above-mentioned JOHN C. HAMPTON, who said he was the President of AGENCY CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Easement for Coast Range Hiking Trail as the free act and deed of said corporation.

Victoria J Shaylor
Notary Public for Oregon
My commission expires: 9/03/92

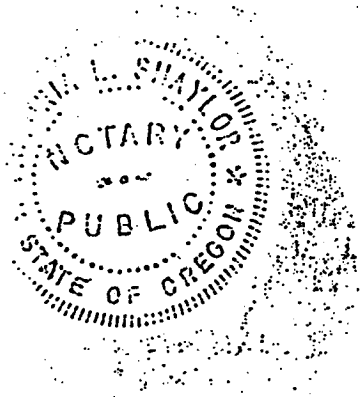


EXHIBIT A

Order No. 402172

PARCEL I:

Lots 1 through 5, inclusive, and Lots 12 through 18, inclusive, Block 4, BURLINGTON, except those portions of Lots 12 through 18 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 12, inclusive, and Lots 15 through 18, inclusive, Block 5, BURLINGTON, except those portions of Lots 10 through 12 and Lots 15 through 18 taken for the establishment of N.W. St. Helens Rd..

Lots 1, 2, Lot 6 through 19, inclusive, and Lots 25 and 26, Block 6, BURLINGTON, except those portions of Lots 14 through 19 taken for the establishment of N.W. St. Helens Rd.

Lots 1 through 4, inclusive, Block 7, BURLINGTON, except those portions of Lots 3 and 4, taken for the establishment of N.W. St. Helens Rd.

Lots 4 through 9, inclusive, Lots 10 through 14, inclusive and Lots 22 through 25, inclusive, Block 10, BURLINGTON, except those portions of Lots 8, 9, 10 through 14 and 22 through 25 taken for the establishment of NW St. Helens Rd.

Lots 1 through 22, inclusive, Block 11, BURLINGTON.

Lots 1 through 11, inclusive and Lots 13 through 25, inclusive, Block 12, BURLINGTON.

Lots 1 through 3, inclusive, Lots 9 through 14, inclusive, and Lots 16, 24 and 25, Block 15, BURLINGTON.

Lots 1 through 7, inclusive and Lots 12 through 18, Block 16, BURLINGTON.

Lots 1 through 14, inclusive, Block 17, BURLINGTON.

Lots 1 through 7, inclusive, Block 18, BURLINGTON, except that portion of Lot 7 taken for the establishment of N.W. St. Helens Rd.

Block 19, BURLINGTON, except that portion taken for the establishment of N.W. St. Helens Rd.

Block 20, BURLINGTON.

Lots 1 through 16, inclusive, Block 21, BURLINGTON.

Lots 1 through 10, inclusive, Block 22, BURLINGTON.

Lots 1 through 5, inclusive, and Lots 7 through 13, Block 23, BURLINGTON.

Order No. 402172

Lots 1, 2 and 4 through 11, inclusive, Block 24, BURLINGTON.

Lot 8 and Lots 10 through 19, Block 25, inclusive, Block 25, BURLINGTON.

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Lots 1 and 2, Block 27, BURLINGTON.

Lots 1 through 14, inclusive, Block 28, BURLINGTON.

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Lots 1 through 14, inclusive, Block 36, BURLINGTON.

Lots 1 through 7, inclusive, Block 37, BURLINGTON.

Lots 1 through 5, inclusive, Block 38, BURLINGTON.

Lots 1 through 13, inclusive, Block 39, BURLINGTON.

Lots 1 through 15, inclusive and Lots 17 through 19, Block 40, BURLINGTON.

Lots 1 through 5, inclusive, Block 41, BURLINGTON.

Lots 1, 2 and 3, Block 42, BURLINGTON.

Lots 1 through 8, inclusive, Block 43, BURLINGTON.

Lots 1 and 2, Block 44, BURLINGTON.

Lots 1 through 16, inclusive, Block 45, BURLINGTON, except that portion of Lots 6 through 9 taken for the widening of McNamee Rd.

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Lots 1 through 28, inclusive, Block 48, BURLINGTON, except that portion of Lots 1, 8 and 9 taken for the widening of McNamee Rd.

Lots 1 through 43, inclusive, Block 49, BURLINGTON.

Lots 1 through 12, inclusive, Block 50, BURLINGTON.

Lots 1 through 10, inclusive, and Lots 12 and 13, Block 51, BURLINGTON.

Lots 1 through 7, inclusive, Block 52, BURLINGTON.

Lots 1 through 7, inclusive, Block 53, BURLINGTON.

all in the County of Multnomah and State of Oregon.

PARCEL II:

A tract of land in the Northeast one-quarter of Section 19, Township 2 North, Range 1 West, described as follows:

Beginning at the quarter corner between Sections 19 and 20, Township 2 North, Range 1 West Willamette Meridian; running thence South 89 degrees 23' West 1333.7 feet to the Southwest corner of Southeast one-quarter of Northeast one-quarter of Section 19; thence North 0 degrees 36' East 1300.2 feet to the Northwest corner of southeast one-quarter of Northeast one-quarter of Section 19; thence South 89 degrees 20' West on the South line of the Northwest one-quarter of the Northeast one-quarter of Section 19, 538.79 feet to the Southeasterly line of the United Railway Company's right-of-way; thence following said Southeasterly line of right-of-way on a curve to the right of 1287.3 foot radius, 1908.3 feet to the line between Sections 19 and 20; thence South 1 degree 47' West on said line between Sections 19 and 20, 1700.06 feet to the place of beginning.

PARCEL III:

A tract of land described as follows:

Beginning at the section corner of 19,20,29,30 in Township 2 North Range 1 West, this being the Southwest corner of Section 20; thence North 1,642.0 feet, to the South line of the John G. Tomlinson donation land claim which is also the South line of Burlington, thence East along South line of said claim, 1,213.04 feet to the East line of Lanoche Drive as platted in platte of Burlington, thence Northeasterly along Easterly line of Lanoche Drive, 1,744.0 feet to the United Railway Company's right-of-way Westerly boundary thence Southeasterly along said right-of-way to point where right-of-way boundary intersects the South line of Section 20, thence West 4501.95 feet to the Southwest corner of Section 20 to place of beginning.

088436

STATE OF OREGON }
Multnomah County }
ss.

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

93 JUL -7 PM 4:01

RECORDING SECTION
MULTNOMAH CO. OREGON

BOOK 2719 PAGE 1659 On Page
In Book

witness my hand and seal of office affixed.
Recorder of Conveyances

C Swick
Deputy

303
20

AFTER RECORDING RETURN TO:
 Friends of Forest Park
 PO Box 2413
 Portland, Or. 97208

VEHICULAR EASEMENT

AGENCY CREEK MANAGEMENT CO., an Oregon corporation, Grantor, grants and conveys to THE FRIENDS OF FOREST PARK, an Oregon nonprofit corporation, Grantee, a perpetual nonexclusive easement for vehicular ingress to and egress from and appurtenant to the real property described in Exhibit A over a 30-foot wide roadway 15 feet on either side of the centerline of the existing road depicted on Exhibit B and described in Exhibit C, hereinafter referred to as "the Access Easement." Exhibits A, B, and C are attached hereto and made a part hereof.

Use of the Access Easement shall be limited to vehicular travel for the purpose of maintaining and caring for the real property described in Exhibit A and shall not be used by members of Grantee or by the general public for ingress to or egress from the real property described in Exhibit A except for such purposes.

Grantor shall retain the right to use the real property and the road hereby made subject to the Access Easement for all other purposes and to grant use of the road to any third party or parties particularly for ingress to and egress from lands owned by Grantor or by any third party or parties.

Neither Grantor nor Grantee shall have an obligation to repair and maintain the road subject to the Access Easement for use of the other party but each shall bear costs of maintenance in proportion to the use by each and in accordance with the guidelines provided by Oregon Revised Statutes 105.175; each shall be subject to the remedies provided by Oregon Revised Statutes 105.180.

This instrument filed for record by
 Fidelity National Title Company as an
 accommodation only. It has not been
 examined as to its execution or as to
 its effect upon the title.

FIDELITY NATIONAL TITLE 513654-1

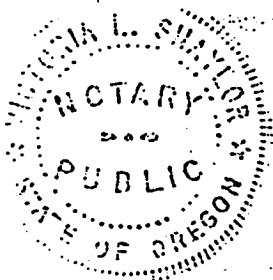
DATED this 14 day of January, 1992.

AGENCY CREEK MANAGEMENT CO.

By: John C. Hampton
Its President

STATE OF OREGON)
) ss.
County of Washington)

Before me this 14th day of January, 1992, appeared the above mentioned JOHN C. HAMPTON, who said he was the President of AGENCY CREEK MANAGEMENT CO. and was authorized to execute and did execute the foregoing Easement as the free act and deed of said corporation.



Victoria L. Shaylor
Notary Public for Oregon
My commission expires: 9/03/92

EXHIBIT A

38 ACRE TRACT DESCRIPTION

A tract of land in the Southwest one quarter of Section 20, Township 2 North, Range 1 West, Willamette Meridian being more particularly described as follows:

Beginning at the Southwest corner of said Section 20; thence South 88° 43' 46" East along the South line of said Section 20 1455.40 feet to an iron rod; thence North 0° 50' 41" East 308.33 feet to an iron rod; thence North 18° 31' 04" West 954.64 feet to an iron rod; thence North 89° 38' 15" West 1226.02 feet to an iron rod on the West line of said Section 20; thence South 3° 21' 00" East along said West line 1191.03 feet to the point of beginning, containing 38.00 acres.

EXHIBIT C

EASEMENT FROM 38 ACRE TRACT TO MCNAMEE ROAD

A 30.00 foot wide roadway easement along the center line of an existing roadway which is described as follows:

Beginning at a point on the North line of said 38.00 acre tract, said point being North 89 38' 15" West 563.79 feet from the Northeast corner of said 38.00 acre tract; thence along the arc of a 116.34 foot radius curve to the right 56.34 feet, the long chord of which bears North 17 38' 09" East 55.79 feet; thence North 31 30' 33" East 72.18 feet; thence along the arc of a 100.73 foot radius curve to the left 122.35 feet, the long chord of which bears North 3 17' 12" East 114.97 feet; thence North 38 04' 49" West 62.33 feet; thence along the arc of a 60.24 foot radius curve to the Right 98.27 feet, the long chord of which bears North 8 39' 03" East 87.73 feet; thence North 55 23' 00" East 62.07 feet; thence along the arc of a 113.26 foot radius curve to the left 73.33 feet, the long chord of which bears North 36 50' 14" East 72.05 feet, thence North 18 17' 25" East 137.61 feet; thence along the arc of a 323.54 foot radius curve to the left 59.83 feet, the long chord of which bears North 12 59' 33" East 59.74 feet; thence North 7 41' 44" East 14.82 feet; thence along the arc of a 137.11 foot radius curve to the right 70.41 feet, the long chord of which bears North 22 24' 27" East 69.64 feet; thence North 37 07' 10" East 20.63 feet; thence along the arc of a 103.56 foot radius curve to the left 69.29 feet, the long chord of which bears North 17 57' 01" East 68.01 feet; thence North 1 13' 08" West 94.69 feet; thence along the arc of a 76.62 foot radius curve to the right 53.69 feet, the long chord of which bears North 18 51' 22" East 52.60 feet; thence North 38 55' 52" East 57.81 feet; thence along the arc of a 195.66 foot radius curve 88.46 feet, the long chord of which bears North 25 58' 45" East 87.71 feet; thence North 13 01' 37" East 31.88 feet; thence along the arc of a 124.13 foot radius curve to the right 91.60 feet, the long chord of which bears North 34 10' 03" East 89.54 feet; thence North 55 18' 29" East 20.58 feet; thence along the arc of a 144.74 foot radius curve to the left 59.16 feet, the long chord of which bears North 43 35' 52" East 58.75 feet; thence North 31 53' 16" East 157.84 feet; thence along the arc of a 366.98 foot radius curve to the right 39.96 feet, the long chord of which bears North 35 00' 26" East 39.94 feet; thence North 38 07' 36" East 170.42 feet; thence along the arc of a 179.87 foot radius curve to the right 106.03 feet, the long chord of which bears North 55 00' 51" East 104.50 feet; thence North 71 54' 05" East 87.01 feet; thence along the arc of a 51.65 foot radius curve to the left 97.03 feet, the long chord of which bears North 18 04' 48" East 83.38 feet; thence North 35 44' 29" West 154.62 feet; thence along the arc of a 148.77 foot radius

curve to the left 164.79 feet, the long chord of which bears North 67 28' 26" West 156.49 feet; thence South 80 47' 37" West 333.92 feet; thence along the arc of a 221.73 foot radius curve to the left 96.45 feet, the long chord of which bears South 68 19' 55" West 95.69 feet; thence South 55 52' 14" West 18.10 feet; thence along the arc of a 72.57 foot radius curve to the right 154.07 feet, the long chord of which bears North 63 18' 45" West 126.72 feet; thence North 2 29' 44" West 69.79 feet; thence along the arc of a 338.94 foot radius curve to the right 118.77 feet, the long chord of which bears North 7 32' 35" East 118.16 feet; thence North 17 34' 55" East 99.05 feet; thence along the arc of a 175.61 foot radius curve to the left 120.98 feet, the long chord of which bears North 2 09' 14" West 118.60 feet; thence North 21 53' 22" West 80.17 feet; thence along the arc of a 131.27 foot radius curve to the left 119.10 feet, the long chord of which bears North 47 52' 52" West 115.05 feet; thence North 73 52' 23" West 140.60 feet; thence along the arc of a 198.50 foot radius curve to the right 116.53 feet, the long chord of which bears North 57 03' 16" West 114.87 feet; thence North 40 14' 09" West 78.27 feet; thence North 44 24' 28" West 64.30 feet to a point within McNamee Road, said point being North 21 18' 37" East 1135.31 feet from the one quarter corner common to Sections 19 and 20 Township 2 North, Range 1 West, Willamette Meridian.

088437

STATE OF OREGON }
 Multnomah County }

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

93 JUL -7 PM 4: 01

RECORDING SECTION
 MULTNOMAH CO, OREGON

In BOOK 2719 PAGE 1665 On Page

witness my hand and seal of office affixed.

Recorder of Conveyances

C Swick

Deputy

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[Handwritten signature]

Staff Report

Consideration of Resolution No. 94-1918A for the purpose of entering into a Memorandum of Understanding with the Friends of Forest Park regarding the donation of a grove of old growth forest and related easements to Metro.

March 2, 1994

Presented by: Nancy Chase

FACTUAL BACKGROUND AND ANALYSIS:

This Memorandum of Understanding (MOU) would set out the conditions under which the Friends of Forest Park would transfer and Metro would accept the donation of a 38 acre parcel of land and related easements.

The land in question is located in NW Multnomah County in the hills above Sauvie Island and is part of the wildlife corridor connecting the coast range with Forest Park. A total of 29 of the 38 acres are in old growth forest making this a unique biological and historical resource of regional significance.

The 38 acre parcel was purchased from the Agency Creek Management Co. by the Friends of Forest Park in 1993. Over 4,500 contributors from 70 Oregon cities and 22 states donated over \$695,000 to the Old Growth Adoption Project so that the property could be protected from clear cutting and eventually become a public park.

The parcel is in an area recognized by the Greenspaces Master Plan as part of the ecological connection to site #2 (Forest Park) and is located along the Greenway to the Pacific Trail.

As a condition of the donation the Friends of Forest Park have requested that the property be preserved in it's natural state in perpetuity, that a management plan for the site be adopted for the creation of a public park and that the recommended improvements be implemented within three years of completion of the plan.

If the MOU is adopted by Council, a resolution accepting the deed to the property will be forwarded to Council for consideration at a future date. Money for the Regional Parks and Greenspaces program to begin the Management Plan process has been placed in the proposed FY 94/95 budget.

EXECUTIVE OFFICER'S RECOMMENDATION :

The Executive Officer recommends approval of Resolution No. 94-1918A.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1918A, ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF FOREST PARK FOR RECEIPT OF A LAND DONATION AND RELATED EASEMENTS

Date: March 8, 1994

Presented by: Councilor McFarland

COMMITTEE RECOMMENDATION: At its March 2, 1994 meeting the Regional Facilities Committee voted 4-0 to recommend Council adoption of Resolution No. 94-1918A. Voting in favor were Councilors Hansen, McFarland, Moore, and Washington. Councilor Gates was absent.

COMMITTEE DISCUSSION/ISSUES: Senior Regional Planner Nancy Chase presented the staff report. She explained that this resolution would authorize a Memorandum of Understanding (MOU), anticipating donation of a 38-acre parcel of land in northwest Multnomah County from the Friends of Forest Park. Much of the land is old growth forest. She said a management plan for use of the property needs to be developed, and \$17,500 for development of that plan is proposed for the 1994-95 budget; the plan should be completed in the coming fiscal year if funding is approved.

Councilor McFarland said this is a very important issue, as it sets a pattern for future use and management of such lands. The effect of this action will last longer than the lifetime of anyone here now. She moved the resolution, amending it to reflect that it will be Metro, not the Regional Parks and Greenspaces Department, that will be party to the MOU with the Friends of Forest Park.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING INTO) RESOLUTION NO. 94-1918
A MEMORANDUM OF UNDERSTANDING)
WITH THE FRIENDS OF FOREST PARK) Introduced by Rena Cusma,
FOR RECEIPT OF A LAND DONATION) Executive Officer
AND RELATED EASEMENTS)

WHEREAS, On July 23, 1992, by Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan (Master Plan); and

WHEREAS, A goal of the Master Plan is to "Protect and manage significant natural areas through partnership with ...nonprofit organizations....and Metro."; and

WHEREAS, The Master Plan identifies privately owned lands scattered throughout Forest Park as regionally significant greenspaces to be protected; now, therefore,

BE IT RESOLVED,

1. That the Council adopts the Memorandum of Understanding (MOU) between the Oregon nonprofit corporation, Friends of Forest Park, and Metro Regional Parks and Greenspaces Department (as described in Exhibit A) outlining a framework for the purpose of donating land in Forest Park to Metro for a public park, to be owned and maintained by Metro.
2. That the Council authorizes the Executive Officer to take the actions necessary to allow the District to fulfill the MOU.
3. That if this MOU resolution is adopted by Council, a resolution accepting the deed to the property (see Exhibits B and C) will be forwarded to Council for consideration at a future date.

ADOPTED by the Metro Council this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between **Friends of Forest Park (FOFP)**, an Oregon nonprofit corporation, and **Metro Regional Parks & Greenspaces Department**.

- A. FOFP is the owner of a parcel of 38 acres of real property (Old Growth Grove, or, Grove) located in Multnomah County and described in Exhibit B. The Grove is a biologically and historically unique remnant of the old growth forest that once covered much of the Portland area. The Grove was purchased by FOFP to preserve it in its natural state, to help protect the wildlife corridor connecting Forest Park to the Coast Range, and to provide the recreational, educational and other benefits that may be realized by having the grove open to public access, so long as such access does not endanger the Grove's viability and natural progression as an old growth forest.
- B. FOFP has acquired certain perpetual access easements with the purchase of the Grove. These easements will provide access to the Grove, and could also form part of a future linkage to Forest Park and a larger regional trail system. Specific conditions, covenants, and restrictions related to the Grove and access easements are detailed in Exhibit C. In addition, certain conservation easements have also been acquired, which FOFP will retain, but which may in the future be transferred to the Metro.
- C. This MOU is entered upon for the purpose of making the Grove a public park, to be owned and maintained by Metro.
- D. All understandings stipulated in this MOU are intended to continue to apply to any organization that succeeds FOFP for the purpose of providing stewardship for the Grove and its environs.

PROPERTY TRANSFER

FOFP intends to donate the Grove, with all related access easements, to Metro. If approved by the Metro Council, this transfer could occur within **three months** from the date this MOU has been approved by both parties. The deed of transfer will contain restrictions to ensure that the Grove be administered and maintained in perpetuity for the purposes stated in A) above. If Metro takes any action that compromises this purpose, or if a public park has not been substantially completed, with access and enjoyment available to the public, by three years from the date of completion of a management plan for the site, the property shall be returned to FOFP.

Memo of Understanding
Old Growth Grove
Page 2

PARK RECREATION

1. **FOFP and Metro, through its Regional Parks & Greenspaces Dept., will work cooperatively, before and after the transfer of ownership, to complete the creation of the public park. FOFP may take actions at its discretion, between now and the completion of the public park, that will accelerate and facilitate the mandated steps for establishing a public park if such actions are consistent with the development or implementation of an approved management plan and approved by Metro Parks & Greenspaces Dept. FOFP will also erect specific signage acknowledging the patrons of the park on or near the location of the parking site or trail head. FOFP will consult with Parks & Greenspaces before undertaking such actions, so that any actions will be consistent with the approved management plan and other applicable ordinances and regulations.**
2. **After the transfer of ownership, FOFP may contribute services or funds to be used for designated purposes associated with creation of a public park. Metro will create a special interest-bearing fund to hold contributions.**
3. **Metro shall accept, subject to deed restrictions and conditions, ownership of the Grove, and subject to appropriations by the Metro Council or the availability of other funds, pursue the development of a management plan, implementation of such plan, and assume maintenance and operation responsibilities upon completion. FOFP agrees to offer its assistance in efforts to secure necessary funds and other resources or materials which will be required for plan development and implementation.**
4. **FOFP shall defend, indemnify, and hold harmless Metro, its elected officials, employees, and agents from any and all claims which may arise or be related to ownership and management of the Grove and associated access easements until such time that ownership of the Grove and access easements are conveyed to Metro.**

METRO

By _____
Rena Cusma, Executive Officer

Date _____

Staff Report

Consideration of Resolution No. 94-1918 for the purpose of entering into a Memorandum of Understanding with the Friends of Forest Park regarding the donation of a grove of old growth forest and related easements to the Metro Regional Parks and Greenspaces Program.

March 2, 1994

Presented by: Nancy Chase

FACTUAL BACKGROUND AND ANALYSIS:

This Memorandum of Understanding (MOU) would set out the conditions under which the Friends of Forest Park would transfer and Metro would accept the donation of a 38 acre parcel of land and related easements.

The land in question is located in NW Multnomah County in the hills above Sauvie Island and is part of the wildlife corridor connecting the coast range with Forest Park. A total of 29 of the 38 acres are in old growth forest making this a unique biological and historical resource of regional significance.

The 38 acre parcel was purchased from the Agency Creek Management Co. by the Friends of Forest Park in 1993. Over 4,500 contributors from 70 Oregon cities and 22 states donated over \$695,000 to the Old Growth Adoption Project so that the property could be protected from clear cutting and eventually become a public park.

The parcel is in an area recognized by the Greenspaces Master Plan as part of the ecological connection to site #2 (Forest Park) and is located along the Greenway to the Pacific Trail.

As a condition of the donation the Friends of Forest Park have requested that the property be preserved in it's natural state in perpetuity, that a management plan for the site be adopted for the creation of a public park and that the recommended improvements be implemented within three years of completion of the plan.

If the MOU is adopted by Council, a resolution accepting the deed to the property will be forwarded to Council for consideration at a future date. Money for the Regional Parks and Greenspaces program to begin the Management Plan process has been placed in the proposed FY 94/95 budget.

EXECUTIVE OFFICER'S RECOMMENDATION :

The Executive Officer recommends approval of Resolution No. 94-1918.