

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 95-2209
THE EXECUTIVE OFFICER TO ACCEPT)
AN ASSIGNMENT OF OPTION AND TO) Introduced by
PURCHASE PROPERTY IN THE SANDY) Mike Burton, Executive Officer
RIVER REGIONAL TARGET AREA)

WHEREAS, In July 1992, the Metro Council adopted the Metropolitan Greenspaces Plan, which identified a regional system of natural areas interconnected with greenways and trails; and,

WHEREAS, Open Space, Parks, and Streams Ballot Measure 26-26, passed by voters in May, 1995, authorized the sale of bonds from which proceeds would be used for the protection of open spaces in the region; and,

WHEREAS, Acquisition of natural areas from willing sellers is a primary strategy for protection of natural areas; and,

WHEREAS, the Sandy River Target Area was specifically identified as a regional target area for acquiring open spaces with Measure 26-26 bond proceeds; and,

WHEREAS, The property owned by the Annie O. Spencer Estate, as identified in Exhibit A, is in the Sandy River Target Area; and,

WHEREAS, Protection of the subject property through acquisition conforms with the strategies and guideline of the Metropolitan Greenspaces Plan; now, therefore,

WHEREAS, The seller has entered into an option for the sale of the property with The Nature Conservancy; and,

WHEREAS, Due diligence, which includes environmental, title, and appraisal review, demonstrates that the asking price is appropriate;

WHEREAS, Metro should accept an assignment of the option agreement from The Nature Conservancy and purchase the property; now, therefore;

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to accept an assignment of the option agreement attached hereto as Exhibit A, and to purchase the property, subject to certain conditions being fulfilled.

ADOPTED by Metro Council this _____ day of September, 1995.

NOT ADOPTED
J. Ruth McFarland, Presiding Officer

Staff Report

**CONSIDERATION OF RESOLUTION NO. 95-2209, FOR THE PURPOSE OF
AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE PROPERTY IN THE
SANDY RIVER REGIONAL TARGET AREA**

Date: September 11, 1995

Presented by: Nancy Chase

PROPOSED ACTION

Resolution No. 95-2209 authorizes the Executive Officer to accept an Assignment of Option Agreement from The Nature Conservancy and purchase property in the Sandy River Regional Target Area from the Estate of Annie O. Spencer.

BACKGROUND AND ANALYSIS

After passage of Ballot Measure 26-26, which provided funds through the sale of bonds for acquiring open spaces in the Metro region, Metro staff has been developing an acquisition strategy and work program for implementing the bond measure. Recognizing that there may be lost opportunities to acquire key land parcels during the period of this plan program development, a process for evaluating early acquisition opportunities was developed. An early acquisition opportunity exists where:

- (1) The parcel is located in a target area specified in Measure 26-26;
- (2) The parcel is in a target area which does not have an adopted refinement plan;
- (3) There is a willing seller;
- (4) There is a demonstrated need to purchase the parcel as soon as possible and in advance of the completion and adoption of the refinement plan;
- (5) There is high level of certainty that the parcel will ultimately be included in the final refinement plan due to its size, location, unique natural characteristics or other factors which may be found relevant.

The Spencer property consists of 148.5 acres within the Sandy River Regional Target Area. The property spans both sides of the Sandy River for more than one-half mile, consisting primarily of steep timbered slopes with a small hay field and an older residence both located some distance from the river. It is an important acquisition because of its scenic, water quality protection and habitat values.

The Nature Conservancy has entered into an option agreement with the owner of the property at a price of \$599,500. An appraisal was completed by Real Property Consultants dated May 16, 1995. A timber cruise was completed by Forest Resource Management Inc. dated August 1, 1995. The combined appraisal and the timber cruise values are greater than the option purchase

price. The option expires on October 6, 1995. All due diligence items have been approved by Open Space staff and General Counsel.

Based on staff review of the property's features (Attachment A), the subject property has unique features that qualify it is an early acquisition opportunity and clearly meets all acquisition parameters. In the best professional judgment of staff, a refinement process in the Sandy River Target Area would identify the subject property as an essential acquisition.

BUDGET IMPACT

Funding for this property will come from the Open Space, Parks and Streams Bond Measure. The Sandy River Target Area budget is 5.7 million dollars with an acquisition goal of 808 acres. This acquisition represents 18.4% of the acre acquisition goal using 10.51% of the allocated funds.

ATTACHMENT A

OPENSOURCE ACQUISITION PORTFOLIO SPENCER PROPERTY ON SANDY RIVER

Target Area: Sandy River

Target Area Goal: 808 acres Allocation: \$5.7 million

Site: Annie O. Spencer Estate

Owner: Annie O. Spencer Estate Total Area: 148.5 acres

Estimated Cost: \$599,500 (\$3794/acre)

Current Land Use: Zoned agricultural. The approximately 18-acre meadow on the eastern portion of the property is currently managed for hay production. The 1,260 sq.ft. single family residence is in fair condition and is currently occupied by renters.

Habitat Quality: Other than the open meadow, river gravel and sand bars, and the Sandy River itself, the property is primarily forested with maple, alder, cottonwood, red cedar, Douglas fir, and white fir, all greater than 30-years of age. The variety of habitat, particularly in the riparian zone, offer considerable opportunity for diverse wildlife. This property serves as a corridor to undeveloped parcels both up and down river, forming an important linkage in the relatively intact Sandy River canyon.

Rare and Endangered: No known species on site. Sandy River remains a premier cold-water fishery accessible to the metropolitan region, of which this property provides protection.

Unique Features: Sandy River is a very high quality river with an outstanding cold water fishery that will, most likely, remain a viable fishery well into the future, given no downstream dams. Within the target area, the subject property:

- (1) is a relatively large parcel area;
- (2) has a combination of open meadow, upland and riparian forest, and aquatic habitats; and,
- (3) is a vital link in protecting the river corridor.

Recreational Potential: A large portion of the property east of the river could be developed for river access if deemed appropriate. A mix of recreational uses with conservation of the natural resources may be accomplished.

Connectivity: The intact riparian corridor extends throughout the target area, with the subject parcel providing protection the northern portion of the target area. The subject property is bounded on the north by Dabney State Park.

Water Quality Benefit: Protection of this high quality river will be enhanced by this acquisition of one-half mile of river corridor by averting potential degradation from timber removal.

Scenic Value: The view of the Sandy River is spectacular from both the high bluffs overlooking the river as well as along the river itself.

Accessibility & Proximity to Population: Accessible by bicycle to residents of Troutdale and east Multnomah County and easily accessible by car for all communities east of Portland.

Target Area Goal Attainment: *Goal: 808 acres at \$5.7 million for protection of salmon, steelhead and other cold-water fishery through acquisition of canyon area; protection of adjacent streams and forest lands.* This acquisition represents 18% of the acre acquisition goal using 10.5% of the allocated dollars for the target area.

Reason for Imminent Action: Unique availability of a parcel with high timber value that can be logged. If not protected now, there is a strong likelihood the property will be sold to logging interests.

Additional Supporting Facts:

1. Willing seller.
2. Critical linkage to other parcels within the canyon corridor.
3. Minimal stabilization and land banking costs.
4. Numerous management options for end use of property.

Staff Recommendation: In-fee purchase of total acreage.

**ASSIGNMENT OF PURCHASE AGREEMENT
(Sandy River - Spencer Estate), OR**

This Assignment of Purchase Agreement ("Assignment") is between The Nature Conservancy, a District of Columbia non-profit corporation ("Conservancy"), as assignor, and Metro, a municipal corporation and political subdivision of the State of Oregon, established pursuant to Oregon Law and the 1992 Metro Charter ("Metro"), as assignee, on the basis of the following facts and circumstances:

A. The Conservancy has entered into an Agreement for the Purchase and Sale of Real Estate (Sandy River - Spencer) dated August 8, 1995 between the Conservancy, as purchaser, and the United States National Bank of Oregon, as authorized agent pursuant to a Probate Agency Agreement for Portland State University, authorized personal representative of the Estate of Annie O. Spencer pursuant to court order in Probate Case No. 9204-90684, whose address is P.O. Box 3168, Portland, Oregon 97208 ("Seller"), pursuant to which Seller has granted the Conservancy the right to purchase certain real property (the "Property") containing 148.5 acres, more or less, located in Multnomah County, Oregon, as more particularly described in, and on the terms and conditions set forth in, such agreement (the "Agreement"), a copy of which is attached to this Assignment as exhibit "A."

B. The Conservancy desires to assign to Metro, and Metro desires to accept from the Conservancy, the Conservancy's right to purchase the Property as described in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Conservancy and Metro hereby agree as follows:

1. The Conservancy hereby assigns to Metro, and Metro hereby accepts, (i) all rights of the Conservancy under the above referenced agreement, including the Conservancy's right to purchase the Property from Seller, on all of the terms and conditions set forth in the Agreement; and (ii) all of the obligations under the Agreement; and accordingly, the Conservancy is hereby released from all of said obligations.

2. Metro shall pay the sum of ONE THOUSAND DOLLARS (\$1,000.00) to the Conservancy to reimburse the Conservancy for a like amount paid to Seller into an escrow account with Ticor Title Insurance Company in Clackamas, Oregon as an earnest money deposit for the Agreement, and an additional \$150.00 to reimburse the Conservancy for an estimate of the Property's timber value obtained by the Conservancy and delivered to Metro.

3. Metro shall pay to the Conservancy the sums set forth in paragraph 2 within four (4) weeks from the date this Assignment is executed on behalf of the Conservancy and tendered to Metro.

The Conservancy and Metro have entered into this Assignment of Purchase Agreement as of the last date of signature set forth below.

THE CONSERVANCY:

**THE NATURE CONSERVANCY,
a District of Columbia Non-profit Corporation**

By: _____

Its: _____

Date: _____

METRO:

**METRO,
a Municipal Corporation**

Mike Burton, Executive Officer

Date: _____

kaj1266

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE
(SANDY RIVER - Spencer)

THIS AGREEMENT (the "Agreement") is entered into this 8th day of August, 1995 by and between the United States National Bank of Oregon, as authorized agent pursuant to a Probate Agency Agreement (attached hereto as Exhibit E) for Portland State University, authorized Personal Representative of the Estate of Annie O. Spencer pursuant to court order in Probate Case No. 9204-90684, whose address is P.O. Box 3168, Portland, Oregon 97208 ("Seller") and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, whose address is 1815 North Lynn Street, Arlington, VA 22209 (the "Conservancy"). The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A - Description of Property
- Exhibit B - Location Maps
- Exhibit C - Real Estate Agency Relationship
- Exhibit D - Seller's Property Disclaimer
- Exhibit E - Probate Agency Agreement

TERMS AND CONDITIONS

1. Property. Seller hereby agrees to sell, and the Conservancy agrees to purchase, all that certain real property, including without limitation the land and all buildings, improvements and fixtures thereon, all mineral, water, grazing and other surface and subsurface rights, permits, hereditaments, easements, incidents and appurtenances belonging thereto, located in the County of Multnomah, State of Oregon, consisting of 148.5 acres, more or less, more particularly described in Exhibit A to this Agreement and shown generally on the map attached as Exhibit B (the "Property"), on all of the terms and conditions set forth below.

2. Escrow. Upon mutual execution of this Agreement, the Conservancy shall open escrow with Ticor Title Insurance, whose address is 1629 SW Salmon, Troutdale, Oregon 97060, or other escrow company satisfactory to both parties which will consummate the transaction ("Escrow Holder"). The provisions of this Agreement shall constitute joint instructions to the Escrow Holder; provided, however, that the parties shall execute such additional instructions as requested by the Escrow Holder not inconsistent with the provisions of this Agreement. Within ten (10) days after the execution of this Agreement by the Conservancy, the Conservancy shall deposit with the Escrow Holder the sum of One Thousand AND NO/100 DOLLARS (\$1,000) as an initial earnest money deposit. In the event that the Conservancy waives the conditions precedent described in paragraph 6 as set forth in

paragraph 4, then the Conservancy shall deposit with the Escrow Holder within seven (7) days after the Waiver Deadline (as hereinafter defined) the additional sum of Ten Thousand AND NO/100 DOLLARS (\$10,000) as additional earnest money deposit. The Escrow Holder shall hold the initial earnest money, and if applicable the additional earnest money, in an interest-bearing account, and the initial earnest money, and if applicable the additional earnest money, and any interest earned on those amounts (collectively, the "Earnest Money") shall be credited to the purchase price at closing.

3. Period to Satisfy Conditions Precedent. The Conservancy shall have until and through midnight 60 days from the date this Agreement is signed by the Conservancy (the "Waiver Deadline") on which to notify the Seller that the conditions precedent to the Conservancy's purchase of the Property, as described in paragraph 6, have been fulfilled. The effective date of this Agreement shall be the date on which the Conservancy signs this Agreement.

4. Waiver of Conditions Precedent. The Conservancy shall waive the conditions precedent by written notice to Seller at the address listed above, by certified mail, postage prepaid. Such notice shall be deemed to have been given upon the date shown postmarked on the envelope in which such notice is sent.

5. Purchase Price. The total purchase price for the Property, including the Earnest Money, shall be Five Hundred Nine Hundred Ninety Nine Thousand Five Hundred AND NO/100 DOLLARS (\$599,500). The purchase price shall be paid in cash at closing.

6. Conditions Precedent to the Conservancy's Obligations. The Conservancy's obligation to purchase the Property as provided herein shall be subject to satisfaction of the following conditions:

A. The Board of Governors of the Conservancy shall have approved this transaction in its sole discretion;

B. The Western Regional Counsel of the Conservancy shall have approved this transaction in its sole discretion;

C. The condition of the title to, the environmental hazards assessment of, and the appraisal of the Property, shall be satisfactory to the Conservancy, in its sole discretion; and

D. The agreement, in a form satisfactory to the Conservancy in its sole discretion, of Metro, a governmental entity, to either accept an assignment of this Agreement and close directly with Seller, or accept the transfer of the

Property from the Conservancy after the Conservancy has acquired the Property from Seller.

The foregoing conditions are for the sole benefit of the Conservancy. If any of those conditions are not satisfied or waived by the Conservancy, in its sole discretion, on or before the Waiver Deadline, or if Seller is not in full compliance with this Agreement or Seller's representations and warranties are not true and accurate at the time of closing, then the Conservancy may, at its sole election, terminate this Agreement upon written notice thereof to Seller, without any further liability to either party, except for the return of the Earnest Money held by the Escrow Holder at the time of said termination to the Conservancy.

7. Closing Date. Closing shall be held at the office of the Escrow Holder 60 days from the Waiver Deadline (the "Closing Date"), or as soon thereafter as Seller shall have fully performed hereunder. Upon execution of this Agreement, Seller shall provide to the Conservancy a preliminary title report for the Property, issued by the Escrow Holder, or other title company satisfactory to the Conservancy, pursuant to which such title company is prepared to issue to the Conservancy a standard coverage owner's policy of title insurance in the amount of the total purchase price, which policy and any title examination or searches shall be paid for by Seller.

8. Title. At closing, Seller shall execute and deliver a good and sufficient special warranty deed, conveying good, insurable and marketable title to the Property to the Conservancy and its assigns, in fee simple free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions of record as are satisfactory to the Conservancy, together with unrestricted access and all other right, title and interest of Seller in the Property.

9. Seller's Representations and Warranties. Notwithstanding anything else contained herein to the contrary, Seller represents and warrants to the Conservancy that:

A. No labor, materials or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborers' or material persons' liens or claims might arise.

B. The Property does not contain and has not been used in any manner for the storage of any hazardous or toxic waste, materials, discharge, deposit, dumping, or contamination, whether of soil, groundwater or otherwise, and no activity on the Property has produced any such substances.

C. The Property does not contain underground tanks of any type, or any materials containing or producing any polychlorinated biphenyls or any asbestos, except for one underground tank in connection with the existing building on the Property.

D. There are no surface or subsurface conditions which constitute or with the passage of time may constitute a public or private nuisance.

E. There are no easements, tenancies or rights of way which have been acquired by prescription or which are otherwise not of record with respect to the Property, and no disputes, claims or actions involving the location of any fence or other monumentation of the Property's boundary nor any claims or actions involving the location of any fence or boundary.

F. To inform the Conservancy that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, the Seller hereby certifies that the Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law and that the Seller's social security number/federal taxpayer identification number is #936258042. The Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment or both.

The existence as of the Closing Date of any state of facts with respect to the Property which, in the Conservancy's sole discretion, is inconsistent with any of the foregoing representations and warranties, shall constitute the failure of a condition precedent to the Conservancy's obligations under this Agreement. In that event, the Conservancy shall have the right to terminate this Agreement, and all of the Earnest Money shall be returned to the Conservancy if the Agreement is so terminated.

10. Taxes. Seller agrees that all taxes, assessments and encumbrances that will be a lien against the Property at closing, whether or not a lien, whether or not those charges would constitute a lien against the Property at settlement, shall be satisfied of record by Seller at or before closing. If Seller shall fail to do so, the Conservancy may pay any such tax, assessment, encumbrance, or other charge and deduct an amount equal to any such payment from the purchase price of the Property. Regular real property taxes payable during the year in which closing shall occur and any rents or income applicable to the Property shall be prorated as of closing. Seller agrees to indemnify and defend and hold the Conservancy harmless from all

liability, claims, demands and expense arising from any charges on the Property described herein, and that this indemnity, and the right of offset provided above, shall survive closing.

11. Preservation of Property; Risk of Loss. Seller acknowledges that the Conservancy intends to use the Property as a nature preserve. Seller agrees that the Property shall remain as it now is until closing, and that Seller shall refrain from and shall not actively permit any use of the Property for any purpose or in any manner which would adversely affect the Conservancy's intended use of the Property as a nature preserve or similar use.

Seller shall deliver possession of the Property to the Conservancy at closing. Seller and the Conservancy acknowledge that there are currently two leases which affect the Property. Seller shall inform the Conservancy of the terms and conditions of both leases in writing at the same time that Seller delivers the preliminary title report to the Conservancy. After review of the terms and conditions of the two leases, the Conservancy shall notify Seller of the Conservancy's election to either (i) object to one or both of the leases, in which event Seller shall notify one or both of the lessees of the sale and terminate the appropriate lease(s) prior to the closing, or (ii) accept one or both of the leases, in which event the Conservancy shall accept title and possession of the Property subject to the approved lease(s).

12. Costs and Fees. Escrow fees shall be paid one-half by Seller and one-half by the Conservancy. The premium for the title insurance policy and any examination or search fees described above and any transfer taxes and documentary fees shall be paid by Seller. Recordation costs shall be paid by the Conservancy. All other closing costs shall be borne by the parties in accordance with the custom in Multnomah County, Oregon.

13. Right of Entry. The Conservancy may enter upon the Property at reasonable times for surveying, inspection and other reasonable purposes related to this transaction; provided, however, that the Conservancy shall provide the lessee, Carolyn Page, with 24 hour notice of such entry by leaving a message for said lessee at (503) 695-5879.

14. Broker's Commission.

A. Seller acknowledges that the Seller has retained a broker ("Seller's Broker") who is acting solely as agent for Seller and not as an agent for the Conservancy.

B. Seller shall indemnify, on demand, defend (using counsel satisfactory to the Conservancy) and hold the Conservancy harmless from any claims for any real estate brokerage commission or other compensation made by Seller's Broker or any person or entity claiming to have been retained by Seller in connection with this transaction.

C. The Conservancy represents that it has not contracted with any broker or finder with regard to this transaction, and agrees to indemnify, on demand, defend (using counsel reasonably satisfactory to Seller) and hold Seller harmless from any claims for any real estate brokerage commission or other compensation made by any person or entity claiming to have been retained by the Conservancy in connection with this transaction.

15. Memorandum of Agreement. This paragraph has been intentionally deleted.

16. Binding Upon Successors; Assignment. The Conservancy may assign its interest in this Agreement, or in any of the documents described herein, to any party, without Seller's consent. The terms and conditions of this Agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of Seller.

17. Notices. Except as expressly set forth in Paragraph 4 above, any notices, demands or other communications required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days. Such notices shall be addressed as follows:

TO THE CONSERVANCY:

The Nature Conservancy
Oregon Field Office
1205 NW 25th Ave.
Portland, OR 97210

TO THE SELLER:

[address above]

The Nature Conservancy
Western Regional Office
2060 Broadway, Suite 230
Boulder, Colorado 80302
Attn: Regional Attorney

Notice of change of address shall be effective only when done in accordance with this Paragraph. All notices complying with this Paragraph shall be effective only upon delivery, except that the notice of waiver of conditions precedent set forth in Paragraph 4 above shall be effective upon the date shown postmarked on the envelope in which such notice is sent.

18. Miscellaneous.

A. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

B. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.

C. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party hereto.

D. Each party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

E. The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect.

F. Each party shall execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Property to the Conservancy and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

G. This Agreement shall be governed by the laws of the state in which the Property is located.

H. In the event of a dispute the prevailing party shall be entitled to payment of its reasonable attorneys fees and costs in negotiating, resolving, arbitrating, or litigating the dispute.

I. The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations, which in farm or forest zones, may not authorize construction or siting of a residence. 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 and existence of fire protection for structures.

J. Time shall be of the essence with respect to this Agreement.

IN WITNESS WHEREOF, Seller and the Conservancy have executed this Agreement on the dates listed below their respective signatures.

THE CONSERVANCY:

THE NATURE CONSERVANCY,
a District of Columbia
non-profit corporation

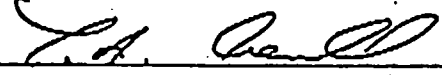
By: 

Its VICE PRESIDENT

Date: 8/8/95

SELLER:

UNITED STATES NATIONAL BANK OF
OREGON, as agent for Portland
State University, authorized
personal representative
of the Estate of Annie O.
Spencer

By: 

Its Vice President

Date: JULY 31, 1995

ATTACHMENT A

OPENSOURCE ACQUISITION PORTFOLIO SPENCER PROPERTY ON SANDY RIVER

Target Area: Sandy River

Target Area Goal: 808 acres **Allocation:** \$5.7 million

Site: Annie O. Spencer Estate

Owner: Annie O. Spencer Estate **Total Area:** 148.5 acres

Estimated Cost: \$599,500 (\$3794/acre)

Current Land Use: Zoned agricultural. The approximately 18-acre meadow on the eastern portion of the property is currently managed for hay production. The 1,260 sq.ft. single family residence is in fair condition and is currently occupied by renters.

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Rare and Endangered: No known species on site. Sandy River remains a premier cold-water fishery accessible to the metropolitan region, of which this property provides protection.

Unique Features: Sandy River is a very high quality river with an outstanding cold water fishery that will, most likely, remain a viable fishery well into the future, given no downstream dams. Within the target area, the subject property:

- (1) is a relatively large parcel area;
- (2) has a combination of open meadow, upland and riparian forest, and aquatic habitats; and,
- (3) is a vital link in protecting the river corridor.

Recreational Potential: A large portion of the property east of the river could be developed for river access if deemed appropriate. A mix of recreational uses with conservation of the natural resources may be accomplished.

Connectivity: The intact riparian corridor extends throughout the target area, with the subject parcel providing protection the northern portion of the target area. The subject property is bounded on the north by Dabney State Park.

Water Quality Benefit: Protection of this high quality river will be enhanced by this acquisition of one-half mile of river corridor by averting potential degradation from timber removal.

Scenic Value: The view of the Sandy River is spectacular from both the high bluffs overlooking the river as well as along the river itself.

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Reason for Imminent Action: Unique availability of a parcel with high timber value that can be logged. If not protected now, there is a strong likelihood the property will be sold to logging interests.

Additional Supporting Facts:

1. Willing seller.
2. Critical linkage to other parcels within the canyon corridor.
3. Minimal stabilization and land banking costs.
4. Numerous management options for end use of property.

Staff Recommendation: In-fee purchase of total acreage.