

After Recording, Return To:  
Karen Starin  
Metro  
600 NE Grand Avenue  
Portland OR 97232-2736

Recorded as  
Fee # 2003-298831

Send Tax Statements to:  
No change.

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## EASEMENT AGREEMENT

**GRANTOR:** **THE PORT OF PORTLAND**, a port district of the State of Oregon, whose address is P.O. Box 3529, Portland, Oregon 97208.

**GRANTEE:** **METRO**, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, OR 97232-2736

### RECITALS

A. Just prior to the recording of this Easement Agreement (this "Easement"), Grantee acquired from Grantor certain real property located in an area known as Rivergate Industrial Park, in the City of Portland, Multnomah County, Oregon ("Triangle Parcel") pursuant to that certain Bargain and Sale Deed of even date herewith ("Triangle Parcel Deed"), in exchange for which Grantor acquired from Grantee certain real property in an area known as the Expo Center, in the City of Portland, Multnomah County, Oregon.

B. Grantee plans to construct an educational and recreational facility and parking lot (the "Facility") on the Triangle Parcel in connection with Grantee's recreational facilities located on Smith and Bybee Lakes, in order to provide multiple recreational uses for the public.

C. In connection with the Facility, Grantee desires an easement over, upon, and across certain real property owned by Grantor and located adjacent to the Triangle Parcel ("Grantor's Property"), for the purposes described below.

NOW, THEREFORE, in consideration of the above described exchange and the mutual promises and covenants contained in this Easement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### 1. GRANT OF EASEMENT

Grantor hereby grants to Grantee, for the benefit of the public and for the uses and on the conditions set forth below, a perpetual, appurtenant easement over, upon, and across a portion of Grantor's Property more precisely described in attached **Exhibit A** and shown on attached **Exhibit B** (the "Easement Area"). The Easement shall be exclusive, with the exception of the

Other Users (as defined and further provided in Section 6). This Easement does not grant or convey to Grantee any fee ownership interest in the property described herein.

## 2. EASEMENT APPURTENANT

The Easement granted herein is appurtenant only to the Triangle Parcel.

## 3. GRANTEE'S USE

### 3.1 Permitted Uses and Improvements

Grantee shall have the right to use the Easement Area for the purposes of installing, operating, maintaining and replacing a public trail, conservation activities, and associated recreational activities for the benefit and use of the public, as provided in this Section 3.1 (collectively, all uses described in this Section 3.1 are the "Permitted Uses"). Such recreational activities will include biking, walking, hiking, wildlife viewing, environmental education, vehicular access, a parking lot for public access, and a public boat launch with access to Smith and Bybee Lakes for canoeing and kayaking (using only non-gas powered boats), as well as fishing, all as shown on attached Exhibit B. Certain areas on attached Exhibit B shall be used by Grantee solely for mitigation purposes and not for the educational and recreational activities described in the preceding sentence. The Permitted Uses shall be consistent with the "Smith and Bybee Lakes Wildlife Area Recreation Facilities Plan" as adopted by the Metro Council in December, 1999 and attached hereto as Exhibit C ("Lakes Facility Plan"), as amended from time to time by Metro Council consistent with the February 1989 Rivergate Development Standards recorded in Multnomah County Deed Records March 20, 1995, Fee No. 95-31707.

#### 3.1.1 Port Road Area

A portion of the Easement Area ("Port Road Area") extends from the eastern end of the Triangle Parcel over and across Grantor's private road ("Port Road") to the point ("Port Road End") north and east of Grantee's boat launch on Smith Lake ("Launch"), all as shown on attached Exhibit B. The Port Road Area shall be used to provide pedestrian and vehicular access between the Facility and the Launch, and associated conservation and recreational activities. Grantee shall also have the right to provide for a public parking area for parallel parking of a maximum of ten (10) passenger vehicles on the north side of the Port Road at the Port Road End, as shown on attached Exhibit B.

#### 3.1.2 Undeveloped Area

The remaining portion of the Easement Area ("Undeveloped Area") extends over undeveloped Grantor-owned property extending from the Port Road End to the Launch, as shown on attached Exhibit B. The Undeveloped Area shall be used solely for mitigation, to provide pedestrian access, and for the transport of canoes and kayaks between the Port Road End and the Launch. No vehicle access will be allowed in the Undeveloped Area.

### 3.1.3 Vacation

Grantee, at its option and sole expense, may seek a vacation of that portion of Old Marine Drive between the Main Entry and the Port Road as shown on attached Exhibit D, with reversion of fee title to Grantor ("Vacation"). Grantee shall prepare, coordinate, and pay all costs associated with the Vacation application and recordation. Grantor will cooperate reasonably with Grantee in executing necessary documents for the Vacation application. In the event that Grantee seeks and obtains the Vacation of Old Marine Drive, then the parties shall amend this Easement to include the vacated portion of Old Marine Drive and shall re-record the amended Easement.

## 4. LIMITS ON USE

The Easement Area may be used for no use other than the Permitted Uses without Grantor's prior written consent which may be withheld in Grantor's sole discretion. In conjunction with Grantee's use of the Easement Area, Grantee shall not: (i) violate any noise law, ordinance or regulation or cause substantial noise, vibration, fumes, debris, or electronic interference on or adjacent to the Easement Area; (ii) create any condition that is a safety hazard; (iii) interfere with Grantor's underground or above ground utilities or structures; (iv) interfere with use by Grantor of its adjacent property or by others tenants or other users of their property; or (v) interfere with the use and operation of the roadways within or adjacent to the Easement Area.

## 5. ENCUMBRANCES

This Easement is granted subject to all prior easements or encumbrances of record.

## 6. OTHER USERS

The Easement shall be exclusive, with the exception of (i) Grantor, which shall have the continued right to use the Easement Area as provided in Section 10; (ii) the Railroad, as further provided in this Section 6; and (iii) holders of prior recorded access easements (collectively, the "Other Users"). Grantee acknowledges that until present the Union Pacific Railroad and Burlington Northern-Santa Fe Railroad (collectively, "Railroad") have used the Easement Area for access in connection with the Railroad's operations, and Grantee agrees that the Railroad shall have continued rights to access and use that portion of the Easement Area, if any, along Old Marine Drive and the Port Road. The Other Users may access the Easement Area through Grantee's new main entry to the Facility shown on Exhibit B ("Main Entry"). Grantee will provide the Other Users with a means of continued access through the locked gate at the Main Entry.

## 7. TERM; TERMINATION

This Easement shall commence on the Effective Date below and shall continue in perpetuity unless terminated by mutual agreement of the parties. In addition, this Easement shall terminate upon Grantor's exercise of either its right of repurchase or right of reentry under the Triangle Parcel Deed. In the event of an abandonment of this Easement by Grantee for more than five (5) years, or the termination of this Easement as otherwise provided in this Section, Grantee, at

Grantee's sole expense, shall promptly restore the Easement Area as provided in Section 8.7.2, and shall promptly execute and deliver to Grantor recordable documents sufficient to remove this Easement as an encumbrance against Grantor's property. Grantor reserves the right to immediately terminate the Easement should Grantee breach any of the terms or conditions of this Easement and to seek any other remedies available to Grantor, both at law or in equity, for breach of this Easement.

## **8. GRANTEE'S OBLIGATIONS**

### **8.1 Easement Maintenance**

As between Grantee and Grantor, Grantee shall be responsible for routine maintenance of that portion of the 40-Mile Loop Trail and other improvements, including without limitation vehicle road surfaces and ballards, on which the Easement is located. The provisions of this Section 8.1 are not intended to alter the duties and obligations, if any, of third parties to maintain the 40-Mile Loop Trail and associated improvements, as may be required in existing agreements of such third parties. With respect to the Easement Area and all other improvements within the Easement Area, Grantee shall be solely responsible to maintain, repair, and replace the Easement Area and such improvements in good repair and safe condition for the public uses described in Section 3.1 and in accordance with all applicable laws. Grantee hereby releases Grantor from any obligation or liability whatsoever in connection with the maintenance or repair of the Easement Area and the improvements within the Easement Area..

### **8.2 Security**

Grantee shall manage and, as appropriate, take reasonable measures to secure the Easement Area and its occupation or use so as to prevent any unauthorized access or waste disposal by any party on or relating to the Easement Area.

### **8.3 Utilities**

Grantee shall promptly pay any charges for sanitary sewer, storm sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the Easement Area at the request of Grantee. Grantee shall promptly pay any drainage fees and impervious surface fees directly attributable to Grantee's use of the Easement Area.

### **8.4 Taxes**

Grantee shall be responsible for all taxes, fees or other assessments imposed by any governmental authority against Grantor's Property as a result of any improvements or uses by Grantee of the Easement Area as permitted by this Easement.

### **8.5 Liens**

Grantee shall keep, or cause to be kept, the Easement Area free from any liens caused by Grantee or its contractors, employees, agents, licensees or invitees.

## **8.6 Compliance with Laws**

Grantee shall conduct its activities under this Easement in compliance with all applicable state, federal, and local laws, regulations, agency guidance documents, Grantor's rules and regulations, and the terms of any permits applicable to the Easement Area or Grantor's property. Grantor is hereby obligated to obtain and comply with all state, federal, and local permits related to its uses under this Easement.

## **8.7 RESTORATION OF EASEMENT AREA**

### **8.7.1 Disturbance**

In the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the Easement Area including any disturbed landscaping or other improvement to a condition not less than the condition prior to the exercise of such rights.

### **8.7.2 Condition on Termination**

If this Easement is terminated pursuant to Section 7, Grantee shall restore the Easement Area either to a condition not less than the condition of the Easement Area prior to the Effective Date of this Easement, or to a condition not less than that of Grantor's surrounding property. Restoration shall include the removal of all improvements constructed or used in the Easement Area by Grantee or, subject to Grantor's prior written consent, abandonment in place.

## **8.8 Construction of Improvements**

Prior to the commencement of any construction or material reconstruction activities in the Easement Area, Grantee shall, except in the case of emergency, obtain from Grantor a Construction Permit and Right of Entry. All construction and maintenance required within the Easement Area for the Permitted Uses, including the cost to restore improvements which are affected by such construction or maintenance, shall, regardless of who performs such construction or maintenance, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits and approvals necessary for construction and reconstruction in the Easement Area, pay all applicable fees and, to the extent such permits and approvals relate to Grantor's access to, use of, and utility coordination within the Easement Area, Grantee shall provide copies of such permits and approvals to Grantor. Thirty (30) days prior to beginning any construction, Grantee shall notify Grantor of the dates of construction and provide Grantor with an initial construction schedule and a work plan detailing any partial closures of streets as well as obtain a Permit and Right of Entry as required in this Section 8.8. Grantee shall perform all work in the Easement Area in a manner which minimizes interruption to the operations of Grantor or Grantor's tenants. Grantee shall submit to Grantor final plans and "as built" drawings within ninety (90) days of completing construction of any improvements.

## **9. GRANTOR'S ENTRY**

After Grantee constructs its new entry to Old Marine Drive, Grantor will remove the asphalt-and-concrete pad and the gate at Grantor's separate entry to Old Marine Drive as shown on attached Exhibit B, and abandon such entry. After Grantor has removed the pad and gate, Grantee shall plant screening vegetation and other improvements at such entry consistent with the Lakes Facility Plan.

## **10. GRANTOR'S USE**

Grantor reserves the right to access and use the Easement Area for any lawful purpose not inconsistent with Grantee's permitted use, including the installation, maintenance, repair, removal, replacement or relocation of underground utilities and services, paths, paved or unpaved roadways or driveways, parking lots, shallow-rooted landscaping, and continued operation and development of Grantor's property.

## **11. INDEMNIFICATION**

Grantee agrees to defend (using legal counsel reasonably acceptable to Grantor), indemnify, and hold harmless and reimburse Grantor for any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, Environmental Cost and/or penalties (collectively "Costs") which may be imposed upon, claimed against or incurred or suffered by Grantor and which, in whole or in part, directly or indirectly, arise from the following, unless exclusively resulting from Grantor's gross negligence or willful misconduct: (a) any act, omission or negligence of Grantee; (b) any use, occupation, management or control of the Easement Area by Grantee, whether or not due to Grantee's own act or omission and whether or not the resulting damage occurs on the Easement Area; (c) any condition created in or on the Easement Area by any party (other than the Other Users) including without limitation any accident, injury or damage occurring in or on the Easement Area after the Effective Date; ; (d) any Hazardous Substance Release or violation of Environmental Law for which Grantee is responsible under this Easement, including without limitation any injury or damage occurring therefrom; and (e) any breach, violation or nonperformance of any of Grantee's obligations under this Easement. For purposes of this Section (a) through (e), Grantee shall be deemed to include Grantee and Grantee's officers, directors, employees, agents, licensees, invitees (including without limitation the public for whose benefit this Easement is granted), and contractors, and Grantor shall mean Grantor, its commissioners, directors, agents, employees, contractors, licensees, and invitees.

## **12. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE**

### **12.1 Definitions**

For the purposes of this Easement, the following definitions shall apply:

### **12.1.1 Environmental Law**

"Environmental Law" shall include any and all federal, State of Oregon, regional and local laws, regulations, rules, permit terms, including but not limited to, any storm water pollution control requirements, codes, ordinances and guidance documents now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which in any way govern materials, substances, regulated wastes, petroleum products, emissions, pollutants, water, storm water, ground water, wellfield and wellhead protection, cultural resources protection, animals or plants, noise, or products, and relate to the protection of health, natural resources, safety or the environment.

### **12.1.2 Hazardous Substance**

"Hazardous Substance" shall include any and all substances defined or designated as hazardous, toxic, radioactive, dangerous or solid or regulated wastes or materials, or any other similar term in or under any Environmental Law. Hazardous Substance shall also include, but not be limited to, fuels, petroleum and petroleum-derived products as well as dredged materials.

### **12.1.3 Environmental Costs**

"Environmental Costs" shall include, but is not limited to, costs and damages arising from or relating to: (i) any actual or claimed violation of or noncompliance with any Environmental Law; (ii) claims for damages, response costs, natural resources restoration or damages, regulatory oversight costs or fees, any audit costs, fines, fees or other relief relating to matters addressed in any Environmental Law; (iii) injunctive relief relating to matters addressed in any Environmental Law; (iv) Hazardous Substance Releases (as defined in Section 12.1.4); and (v) violations of any environmental provisions of this Easement. Costs and damages as used in this Section shall include but not be limited to: (a) costs of preliminary assessment, evaluation, testing, analysis, remedial investigation, feasibility study, removal, remedial action, disposal, monitoring and maintenance, natural resources injury assessment and restoration, and agency and Grantor oversight costs; (b) fees of attorneys, engineers, consultants, and experts, whether or not taxable as costs, incurred at, before or after trial, appeal or administrative proceedings; and (c) lost revenue and natural resources damages, and diminution of value, loss, or restriction on use of property.

### **12.1.4 Hazardous Substance Release**

"Hazardous Substance Release" shall include the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing or seepage of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under Environmental Law.

### **12.1.5 Best Management Practices**

"Best Management Practices" shall mean those environmental or operational standards (i) required under any permits applicable to Grantee's operations on the Easement Area; (ii) implemented by a business or industry group pertinent to Grantee's operations on the Easement Area as a matter of common and accepted practice; (iii) articulated by a trade

association or professional association pertinent to Grantee's operations on the Easement Area; (iv) developed by Grantee for use in its operations; (v) developed under a voluntary process involving pertinent federal, state or local regulatory agencies for a business or industry group pertinent to Grantee's operations on the Easement Area; or (vi) developed from time to time by Grantor in cooperation with Grantee.

## **12.2 General Environmental Obligations of Grantee**

Grantee shall manage and conduct all of its activities on the Easement Area or relating to this Easement (i) in compliance with all Environmental Laws and the environmental provisions of this Easement; (ii) in cooperation with Grantor in Grantor's efforts to comply with Environmental Law; and (iii) in adherence with the Best Management Practices applicable to Grantee's use of the Easement Area. Grantee shall manage and, as appropriate, secure the Easement Area and its occupation or use of the Easement Area so as to prevent any violation of Environmental Laws by any person on or relating to the Easement Area.

## **12.3 Use of Hazardous Substances**

Grantee shall not be permitted to use, handle, store, or dispose of any Hazardous Substances on or under the Easement Area without the express prior written permission of Grantor which Grantor may withhold in its sole discretion, except that Grantee shall be permitted to use, handle or store, for their intended purposes in accordance with all manufacturers' instructions, Hazardous Substances consisting of: (i) small quantities of ordinary landscaping supplies available at retail; and (ii) small quantities of petroleum-derived products fully contained within motor vehicles.

## **12.4 Environmental Inspection**

Grantor reserves the right, at any time and from time to time, without notice to Grantee, to inspect the Easement Area and Grantee's operations on and use of the Easement Area: (i) for the presence of and/or Grantee's management of Hazardous Substances; (ii) for compliance with Environmental Law or the environmental provisions of this Easement, and/or (iii) to facilitate Grantor's environmental management, permitting and analysis related to the Easement Area or any other property of Grantor.

## **12.5 Grantee's Liability**

### **12.5.1 Hazardous Substance Releases**

Except as provided in Section 12.5.3, Grantee shall be responsible for any Hazardous Substance Release on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater) which results from or occurs in connection with Grantee's occupancy or use of the Easement Area occurring at any time prior to or during the Term of this Easement or occurring or continuing after the Term of this Easement.

### **12.5.2 Grantee's Liability for Environmental Costs**

Except as provided in Section 12.5.3, Grantee shall be responsible for all Environmental Costs arising under this Easement.



### **12.5.3 Limitation of Grantee's Liability**

Notwithstanding anything to the contrary provided in this Easement, Grantee shall have no responsibility for Hazardous Substances or Hazardous Substance Releases, or Environmental Costs arising therefrom, that: (i) existed on the Easement Area prior to the Effective Date (except if caused by Grantee or Grantee's agents, employees or contractors); or (ii) are caused by Other Users or their respective agents, employees or contractors after the Effective Date.

## **12.6 Environmental Remediation**

### **12.6.1 Immediate Response**

In the event of a violation of Environmental Law, a violation of an environmental provision of this Easement, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which Grantee is responsible under this Easement, Grantee shall immediately undertake and diligently pursue all acts necessary or appropriate to correct the violation or investigate, contain and stop the Hazardous Substance Release and remove the Hazardous Substance.

### **12.6.2 Remediation and Removal**

Grantee shall promptly undertake all remedial and/or removal actions necessary or appropriate to ensure that any Hazardous Substance Release is remediated and that any violation of any Environmental Law or environmental provision of this Easement is corrected. Grantee shall remediate, at Grantee's sole expense, all Hazardous Substances for which Grantee is responsible under this Easement or under any Environmental Law, and shall restore the Easement Area or other affected property or water to its pre-existing condition.

### **12.6.3 Report to Grantor**

Within thirty (30) days following completion of any investigatory, containment, remediation and/or removal action required by this Easement, Grantee shall provide Grantor with a written report outlining, in detail, what has been done and the results thereof.

### **12.6.4 Grantor's Approval Rights**

Except in the case of an emergency or an agency order requiring immediate action, Grantee shall give Grantor advance notice before beginning any investigatory, remediation or removal procedures. Grantor shall have the right to approve or disapprove the proposed investigatory, remediation and removal procedures and the company(ies) and/or individuals conducting such procedures which are required by this Easement or by Environmental Law, whether on the Easement Area or on any affected property or water. Grantor will have the right to require Grantee to request oversight from the Oregon Department of Environmental Quality ("DEQ") of any investigatory, containment, remediation and removal activities and/or require Grantee to seek a statement from DEQ of "No Further Action." Grantee will provide to the Grantor, at no cost to the Grantor, copies of all reports resulting from any

investigatory, remediation or removal procedures conducted by Grantee under this Section 12. Grantee acknowledges that Grantor shall have the right to reproduce and use said reports.

#### **12.7 Notice to Grantor**

Grantee shall promptly notify Grantor upon becoming aware of (i) a violation or alleged violation of any Environmental Law related to this Easement or to Grantee's occupation or use of the Easement Area or any environmental provision of this Easement; (ii) any Hazardous Substance Release on, under or adjacent to the Easement Area or threat of or reasonable suspicion of any of the same; (iii) any notice or communication from a governmental agency directed to Grantee and relating to any Hazardous Substance Release or any violation or alleged violation of Environmental Law which relate to the Agreement or to Grantee's occupation or use of the Easement; and (iv) any Hazardous Substance Release or violation of Environmental Law discovered by Grantee on property or in the air or water adjacent to the Easement Area. If notice must be given on the weekend or after 5:00 p.m. on any day, Grantee shall notify Grantor by calling Grantor's emergency telephone number. That number currently is: (503) 335-1111 .

#### **12.8 Grantor's Right to Perform on Behalf of Grantee**

Except in the event of an emergency or an agency order requiring immediate action, Grantor shall have the right, upon giving Grantee seven (7) days' written notice, to perform its obligations arising under this Easement and charge Grantee the resulting Environmental Cost, plus a delinquency charge thereon from the date any funds were expended by Grantor. Grantor may not commence performance on behalf of Grantee under this Section if, within the seven (7) day notice period, Grantee promptly begins and diligently pursues to completion the performance of the obligations set forth in Grantor's notice.

### **13. PROPERTY CONDITION**

Grantee acknowledges that it has inspected the Easement Area, obtained and reviewed all surveys, tests, audits and studies as Grantee deems necessary to enable Grantee to approve all aspects of the Easement Area, and has found it to be completely acceptable for Grantee's intended use. Grantee accepts the Easement Area AS-IS, with all faults. Grantor hereby specifically disclaims any warranty, guarantee, or representation, oral or written, either past, present, or future, of, as to, or concerning (i) the nature and/or condition of the Easement Area, including, without limitation, the environmental condition, soil and geology of the Easement Area; (ii) existing or proposed governmental laws or regulations applicable to the Easement Area, including without limitation land use or zoning of the Easement Area; and (iii) the condition, suitability, or fitness for a particular purpose (whether or not known to Grantor) for any of Grantee's intended purposes. It is agreed that Grantor will not be responsible for, and Grantee hereby releases Grantor from, any loss, damage, or costs that may be incurred by Grantee by reason of any condition of the Easement Area.

#### **14. MEDIATION**

If any dispute should arise between Grantor and Grantee concerning this Easement or the parties' obligations or activities under this Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

#### **15. GOVERNING LAW**

This Easement shall be governed and construed according to the laws of the State of Oregon, without regard to its choice of law provisions. Venue shall be in Multnomah County, Oregon.

#### **16. ATTORNEY FEES**

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code), is instituted in connection with any controversy arising out of this Easement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review. Whenever this Easement requires Grantee to defend Grantor, it is agreed that such defense shall be by legal counsel reasonably acceptable to Grantor.

#### **17. BINDING**

This Easement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened and benefited by this Easement. As used in this Easement, the terms "Grantee" and "Grantor" shall include the above named Grantee and Grantor, and such parties' successors and assigns.

#### **18. NOTICES**

All notices required under this Easement shall be deemed properly served if hand delivered (including by reputable overnight courier) or sent by certified mail, return receipt requested, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the parties at the addresses set forth below:

If by mail to Grantor:

The Port of Portland  
Property & Development Services  
P.O. Box 3529  
Portland, OR 97208  
Attention: Manager

With a copy to:

The Port of Portland  
P.O. Box 3529  
Portland, OR 97208-3529  
Attention: Legal Department

If by hand delivery to Grantor:

The Port of Portland  
Property & Development Services  
121 N.W. Everett  
Portland, OR 97209  
Attention: Manager

With a copy to:

The Port of Portland  
121 N.W. Everett  
Portland, OR 97209  
Attention: Legal Department

To Grantee at:

Metro  
Metro Regional Parks and Greenspaces  
600 N.E. Grand Avenue  
Portland, OR 97232-2736  
Attention: Jim Desmond, Director

Copy to:

Metro  
Office of Metro Attorney  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

If mailed, the notice shall be deemed received five (5) days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail. If delivered by hand, the notice shall be deemed received as of the date of delivery or refusal of delivery.

**19. AMENDMENT**

This Easement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Multnomah County, Oregon.

This grant is made and accepted effective this \_\_\_\_\_ day of \_\_\_\_\_, 2003 ("Effective Date").

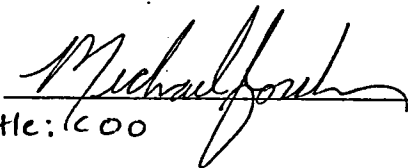
**GRANTOR**

**GRANTEE**

THE PORT OF PORTLAND

METRO

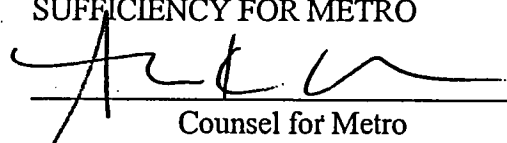
By: \_\_\_\_\_  
Bill Wyatt, Executive Director

By:  \_\_\_\_\_  
Title: COO

APPROVED AS TO LEGAL SUFFICIENCY  
FOR THE PORT OF PORTLAND

APPROVED AS TO LEGAL  
SUFFICIENCY FOR METRO

\_\_\_\_\_  
Counsel for the Port of Portland

 \_\_\_\_\_  
Counsel for Metro

APPROVED BY PORT COMMISSION:

APPROVED BY METRO COUNCIL:

Date: \_\_\_\_\_

Date: Nov. 20, 2003

APPROVED BY Metropolitan  
Exposition-Recreation Commission:

Date: Nov. 19, 2003

**ACKNOWLEDGMENTS FOR  
EASEMENT AGREEMENT BETWEEN  
THE PORT OF PORTLAND AND  
METRO**

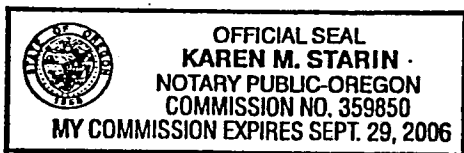
STATE OF OREGON                    )  
  ) ss  
County of Multnomah            )

This Easement was acknowledged before me on \_\_\_\_\_ 2003, by Bill Wyatt as Executive Director of the Port of Portland.

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

STATE OF OREGON                    )  
  ) ss  
County of Multnomah            )

This Easement was acknowledged before me on December 2, 2003, by Michael J Jordan  
as  
chief operating officer of Metro.



K. M. Starin  
Notary Public for Oregon  
My Commission Expires: 9-29-06



**G.H. LAND SURVEYING, INC.**

8116 SW Nimbus Ave.  
Beaverton, OR 97008  
P: 503.641.0308  
F: 503.671.0877

**LEGAL DESCRIPTION**

**Canoe Launch – Limits of Work**

A tract of land being a portion of those tracts of lands as described by deed to the City of Portland recorded April 10, 1961 as Book 2056 Page 500, deed to the Port of Portland recorded April 3, 1968 as Book 612 Page 649, deed to the Port of Portland recorded June 28, 1967 as Book 568 Page 1121, and that tract of land acquired by the Port of Portland by Condemnation Suit No. 350279 on July 30, 1969 as described by deed to Moore Dry Kiln Company of Oregon recorded December 24, 1941 as Book 655 Page 578, Multnomah County Deed Records, being located in Section 32, Township 2 North, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, being more particularly described as follows:

Beginning at a point on the southeast line of Parcel 2 of Partition Plat No. 2002-35, Multnomah County Plat Records, said point bears  $S55^{\circ}29'30''W$  16.00 feet as measured along said south line, from the most easterly corner of said Parcel 2, said point being the beginning of a 5699.58 foot radius non-tangent curve to the right, having a central angle of  $1^{\circ}06'18''$ , the radius point of which bears  $S55^{\circ}27'08''W$  5699.58 feet;

Thence along the arc of said curve, parallel to and 16.00 feet southwesterly as measured at right angles to the south line of the Burlington Northern Rail Road as shown on Record of Survey recorded as SN 36,907, Multnomah County Survey Records, (the long chord of which bears  $S33^{\circ}59'43''E$  109.91 feet) 109.91 feet;

Thence continuing along said parallel line,  $S33^{\circ}26'34''E$ , 116.87 feet;

Thence  $S49^{\circ}22'06''W$ , 17.09 feet to the beginning of a 1139.00 foot radius non-tangent curve to the right, having a central angle of  $7^{\circ}11'20''$ , the radius point of which bears  $S49^{\circ}22'06''W$  1139.00 feet;

Thence along the arc of said curve (the long chord of which bears  $S37^{\circ}02'14''E$ , 142.82 feet) 142.91 feet to a point 24.00 feet southwesterly as measured at right angles to the said south line of the Burlington Northern Rail Road;

Thence  $S33^{\circ}26'34''E$ , parallel with said south line 283.51 feet to the beginning of a 5691.58 foot radius curve to the right, having a central angle of  $2^{\circ}23'01''$ ;

Thence along the arc of said curve parallel with said south line (the long chord of which bears  $S32^{\circ}15'03''E$ , 236.76 feet) 236.78 feet;

Thence  $S31^{\circ}03'33''E$  parallel with said south line 269.10 feet;

Thence N58°56'27"E, 6.00 feet to a point 18.00 feet southwesterly as measured at right angles to said south line;

Thence S31°03'33"E, parallel with said south line, 281.17 feet;

Thence S18°57'36"E, 42.20 feet;

Thence S30°06'41"E, 172.92 feet to the beginning of a 40.00 foot radius curve to the left, having a central angle of 39°56'40";

Thence along the arc of said curve, (the long chord of which bears S50°05'01"E, 27.33 feet) 27.89 feet to the beginning of a 35.00 foot radius curve to the right, having a central angle of 100°39'15", the radius point of which bears S19°56'39"W, 35.00 feet;

Thence along the arc of said curve (the long chord of which bears S19°43'44"E, 53.88 feet) 61.49 feet;

Thence S29°34'53"E, 18.15 feet;

Thence S60°25'07"W, 36.00 feet;

Thence N29°34'53"W, 18.86 feet to the beginning of a 35.00 foot radius non-tangent curve to the right, having a central angle of 97°19'18", the radius point of which bears N02°30'41"E 35.00 feet;

Thence along the arc of said curve (the long chord of which bears N38°49'40"W, 52.56 feet) 59.45 feet to the beginning of a 40.00 foot radius curve to the left, having a central angle of 39°56'40";

Thence along the arc of said curve (the long chord of which bears N10°08'21"W, 27.33 feet) 27.89 feet;

Thence N30°06'41"W, 195.03 feet to the beginning of a 10.00 foot radius curve to the left, having a central angle of 71°44'29";

Thence along the arc of said curve (the long chord of which bears N65°58'56"W, 11.72 feet) 12.52 feet;

Thence S78°08'50"W, 85.13 feet to the beginning of a 80.00 foot radius curve to the right, having a central angle of 45°13'47";

Thence along the arc of said curve (the long chord of which bears N79°14'17"W, 61.53 feet) 63.15 feet to the beginning of a 50.00 foot radius curve to the left, having a central angle of 60°33'31";



Thence along the arc of said curve (the long chord of which bears N86°54'09"W, 50.42 feet) 52.85 feet;

Thence S62°49'05"W, 45.41 feet;

Thence N27°10'55"W, 34.00 feet;

Thence N62°49'05"E, 58.02 feet to the beginning of a 65.00 foot radius curve to the right, having a central angle of 44°44'41";

Thence along the arc of said curve (the long chord of which bears N85°11'26"E, 49.48 feet) 50.76 feet to the beginning of a 100.00 foot radius curve to the left, having a central angle of 23°35'27";

Thence along of arc of said curve (the long chord of which bears S84°13'57"E, 40.88 feet) 41.17 feet to the beginning of an 8.00 foot compound curve to the left, having a central angle of 63°01'47";

Thence along the arc of said curve (the long chord of which bears N52°27'26"E, 8.36 feet) 8.80 feet;

Thence N20°56'32"E, 12.60 feet;

Thence S75°38'17"E, 11.47 feet;

Thence N04°52'05"E, 29.92 feet;

Thence N27°06'21"E, 21.42 feet;

Thence N28°29'05"W, 31.02 feet;

Thence N48°26'38"E, 18.03 feet to a point 63.00 feet southwesterly as measured at right angles to the said south line of the Burlington Northern Rail Road;

Thence N31°03'33"W, parallel with said south line, 404.88 feet to the beginning of a 5652.58 foot radius curve to the left, having a central angle of 2°23'01";

Thence along the arc of said curve parallel with said south line (the long chord of which bears N32°15'03"W, 235.14 feet) 235.16 feet;

Thence N33°26'34"W, parallel with said south line, 283.51 feet to the beginning of a 1100.00 foot radius curve to the left, having a central angle of 19°37'22";

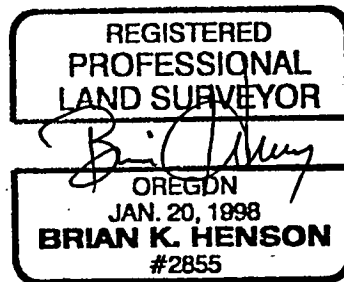
Thence along the arc of said curve (the long chord of which bears N43°15'15"W 374.89 feet) 376.73 feet to a point in the southeast line of Block 22, Plat of Rivergate Industrial

District Blocks 13 to 25, Multnomah County Plat Records, also being the southwesterly extension of the southeast line of said Parcel 2 of Partition Plat No. 2002-35;

Thence N55°29'30"E, along said southeast lines, 109.84 feet to the Point of Beginning.

Said tract of land containing 2.16 acres, more or less.

This legal description and the Basis of Bearings thereof, is established from Record of Survey recorded as SN 36,907, Multnomah County Survey Records.



EXP 6-30-05

**EXHIBIT B**

Map

(easement areas, port gate, launch, boat parking area, port road area, vacation area, port road end,  
main gate entry, undeveloped area,

**[[[MUST BE ATTACHED PRIOR TO SIGNATURE.  
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**EXHIBIT C**

Smith and Bybee Lakes Wildlife Area Recreation Facilities Plan

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**EXHIBIT D**

**Map**

(Vacation Area – Old Marine Drive from Metro's Main Entry to eastern end of Triangle Parcel)

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