

After Recording Return to:
Portland Water Bureau
1120 SW Fifth Avenue #600
Attn: ROW & Survey Section
Portland Oregon 97204

(SPACE ABOVE THIS LINE FOR USE OF COUNTY RECORDER'S OFFICE)

**CONSERVATION AND ACCESS EASEMENT
YMCA CAMP COLLINS PROPERTY**

GRANTOR: **Young Men's Christian Association of Columbia-Willamette**
3001 SE Oxbow Parkway
Gresham Oregon 97080

GRANTEE: **PORTLAND WATER BUREAU**
Attn: ROW and Survey Section
1120 SW Fifth Avenue #600
Portland Oregon 97204

I. RECITALS

WHEREAS, the Young Men's Christian Association of Columbia-Willamette (hereafter "Grantor", or "YMCA") owns in fee simple that certain real property in Multnomah County, Oregon, conveyed to the Grantor by the following Recorder's Fee Documents: 1) Book 1069 of deeds, Page 378 recorded October 26, 1926; 2) Book 1104 of deeds, Page 277 recorded July 2, 1927; and, 3) Book 269 of deeds, Page 317 recorded October 27, 1934, Multnomah County Deed Records, Oregon (the "Property");

WHEREAS, the City of Portland acting by and through its Portland Water Bureau (hereafter "Grantee", or "City"), whose primary mission is to provide high quality drinking water while simultaneously assuming stewardship responsibilities for both fiscal and natural resources;

WHEREAS, Grantor has agreed to grant to the City a conservation easement (the "Conservation Easement") over the portion of the property legally described in Exhibits "A; A-1; and, A-2" (the "Conservation Area") and depicted in the attached Exhibits "B; B-1; and, B-2" to enhance, preserve, and protect the conservation values of the Property;

WHEREAS, Grantor has agreed, in order to achieve the purposes of the Conservation Easement, to grant to the City a general right of access over, upon, and through the Property (hereafter "Access Easement"). Said Access Easement shall consist of the general right to use existing roads and trails, or substitute roads and trails should existing roads or trails be relocated, or to traverse the area on foot or with small, all-terrain vehicles should no roads exist, to gain access to the Conservation Area;

WHEREAS, the Conservation Area possesses natural resource values of great importance to the City, the people of Multnomah County, and the people of the State of Oregon (collectively, "Conservation Values"), the most important of these values are floodplain and the preservation of natural habitat resources;

WHEREAS, the parties agree that the conservation values of the easement can be enhanced and improved by the implementation by the City of a Vegetation Restoration Plan;

WHEREAS, the Conservation Area is within the boundaries of the City of Portland's Bull Run Water Supply Habitat Conservation Plan, which protects natural resource values while at the same time allowing the City to maintain and operate its potable water supply system;

WHEREAS, the City believes the Conservation Area provides habitat benefits for Lower Columbia River Chinook Salmon (*Oncorhynchus tshawytscha*), Lower Columbia River Steelhead *Oncorhynchus mykiss*, Lower Columbia River Coho Salmon *Oncorhynchus kisutch*, Columbia River Chum Salmon *Oncorhynchus keta*, and/or Pacific Eulachon *Thaleichthys pacificus*, species classified as a threatened or candidate species under the Endangered Species Act (16 U.S.C. 1531 et. seq.) and believes restrictions on uses of the Conservation Area may benefit the species;

WHEREAS, Grantor intends to convey to the City the right to preserve the Conservation Values within the Conservation Area in perpetuity, and the City is willing to honor such intentions and protect such values;

NOW, THEREFORE, Grantor conveys to the City the Conservation Easement on, over, and across the Conservation Area and the Access Easement on, over, and across the Property (collectively, the "Easements") of the nature and to the extent set forth in this agreement.

The above Recitals are contractual and are incorporated herein by this reference.

II. CONVEYANCE AND CONSIDERATION

- A. Grantor conveys to the City the Easements, the terms of which are provided herein and described in the Recitals above. The Easements represent a conveyance of an interest in real property.
- B. The City shall pay to the Grantor a total of \$157,824 (One hundred and fifty-seven thousand eight hundred and twenty-four Dollars) in consideration of the conveyance of the Easements.

III. PURPOSE OF EASEMENTS

The purpose of the Easements is to enhance and maintain the Conservation Area as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" (as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii), as amended and in regulations promulgated under this law), and to prevent any use of or activity on the Conservation Area that will significantly impair or

interfere with the Conservation Values within the Conservation Area (the "Purpose"). The City intends that the Conservation Easement will confine the use of or activity on the Conservation Area to those consistent with the Purpose.

IV. DURATION OF EASEMENTS

These Easements shall be perpetual, run with the land, and be enforceable by the City against the Grantor and Grantor's representatives, successors, assigns, lessees, agents and licensees. Provided, however, that Grantor may repurchase and thereby terminate the Easements in the year 2063 upon payment to the City of \$104,486.

V. LAND USE RESTRICTIONS ON CONSERVATION AREA

Except as provided herein, the Conservation Area may be used only for the Purpose stated in Section III. Grantor may use the Conservation Area for conservation or environmental education uses, for outdoor recreation by Grantor, including camp-outs, placement of picnic tables, two porta-potties, pedestrian and horse trail use, fishing, and the launching of non-motorized boats, and for other uses not inconsistent with the Purpose.

Any activity on or use of the Conservation Area by the Grantor, its agents, or by persons acting with the Grantor's consent in a manner materially inconsistent with the Purpose is prohibited.

Without limiting the generality of the foregoing, except as specifically permitted hereby, and except as part of or as required by the City's Vegetation Restoration Plan (hereafter, the "Plan"), the following activities on or uses of the Conservation Area by Grantor or the City or their agents or representatives are expressly prohibited:

- A. Legal or "de facto" division, subdivision, or partitioning;
- B. Agricultural, commercial, or industrial activity;
- C. The above-ground installation of new utility systems or extensions of existing utility systems, including, without limitation, water, power, fuel, and communication lines and related facilities;
- D. The placement, construction, or expansion of any buildings, structures, or other improvements of any kind (including without limitation, pipelines, wells, septic systems, drain fields, fences, and parking areas);
- E. The construction of new roads or trails or any other rights of way or the enlargement of existing roads or trails; provided, that the Grantor may repair or replace existing trails along their current alignment and at their current size if they are damaged by acts of nature, provided further that the Grantor may, with the City's review and written consent, repair or replace existing trails damaged by acts

of nature by relocating them if they cannot be repaired or replaced along their current alignment;

- F. The alteration of the surface of the land, including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod, or changing the topography of the land; except as necessary in pursuit of activities allowed pursuant to section V.E. above;
- G. The draining, filling, dredging, ditching, or diking of the Conservation Area, the alteration or manipulation of water courses, or the creation of new wetlands, water impoundments, or water courses;
- H. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters;
- I. The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material;
- J. The placement of mobile homes, commercial signs, billboards, or other advertising material;
- K. Trapping, except as provided below and except to the extent determined necessary by the City to preserve, protect or enhance the Conservation Values of the Conservation Area. Feral domestic mammals and individuals from the Muridae of the order Rodentia (old world rats and mice), mountain beaver (*Aplodontia rufa*), and American Beaver (*Castor canadensis*) may be trapped or killed without approval of the City if done in a manner that does not adversely affect native plants and animals;
- L. The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Conservation Area;
- M. The disruption of native wildlife activities, except for incidental effects from activities specifically allowed under this easement such as recreational activities and trail maintenance;
- N. The use of any herbicides or pesticides except on early detection rapid response plant species (EDRR). The list of EDRR species maintained by the Sandy River Basin Partners' Vegetation Subcommittee or Multnomah County, whichever is the most appropriate for the easement area, will be used. Herbicide or pesticide use in the Conservation Area on species that are not EDRR species is prohibited except with the mutual consent of the City and the Grantor;
- O. The relocation, harvesting, pruning, mowing, cutting down, or other destruction or removal of live and dead trees and other vegetation except for purposes of maintenance of existing trails and roadways; provided, however, that Grantor may

request permission from the City, to cut or remove vegetation, including trees, when reasonably required for the safety of persons, property, or structures on Grantor's Property; and

- P. The introduction of nonnative plants and nonnative invasive species.

VI. LAND USE RESTRICTIONS ON ACCESS EASEMENT AREA

Neither Grantor nor the City shall obstruct the roads in the Access Easement as they exist now or as they may be relocated. Should a road or trail become blocked as the result of natural events such as wind throw or land movement either Grantor or the City may take reasonable steps to open the area to passage.

VII. RIGHTS OF GRANTOR

- A. The Conservation Area may be used only in a manner consistent with the Purpose set forth in Section III, except as provided in Section V or this Section VII to the contrary.
- B. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns all rights not granted hereby, including the right to engage in or permit or invite others to engage in (a) all uses of the Property outside the limits of the Conservation Area except those that would substantially and unreasonably interfere with the City's rights under the Access Easement and (b) all uses of the Conservation Area that are not expressly prohibited herein or inconsistent with the Purpose.
- C. Grantor may designate and provide, at Grantor's expense, replacement access roads across the Property if the replacement access is located and developed to provide equivalently convenient City access to the Conservation Area.
- D. Grantor, with City's permission, may participate in programs that encourage the care and restoration of riparian land. Prior to doing restoration work in the Conservation Area, Grantor shall submit a brief letter plan to the City the outlines such activities that the owner will implement for one calendar year. The City will reply to Grantor's plan in writing within two weeks of receiving the letter. The plans shall be automatically renewed each year unless modified by mutual agreement.

VIII. RIGHTS OF THE CITY

- A. To accomplish the Purpose, Grantor hereby conveys to the City and its agents the following rights, and no others, on the Conservation Area:
 - 1. To preserve, protect, restore and to enhance the Conservation Values of the Conservation Area and to achieve the Purpose as set forth in the Easements;

2. To create, amend, and implement a Vegetation Restoration Plan to achieve the Purpose set forth herein;
 3. To enter upon the Conservation Area (by motor vehicle, if reasonably necessary in the judgment of the City) for purposes of inspection, protection, restoration, monitoring and maintenance of the Conservation Area and to exercise all other rights granted to the City under the Conservation Easement, including the right to implement a Conservation Plan ("the Plan").
 4. Except as provided herein to the contrary, to prevent any activity on or use of the Conservation Area that is inconsistent with the Purpose and to require restoration of such areas or features of the Conservation Area that are damaged by any prohibited activity or use; provided that should the City deem it necessary to take legal action against a third party who threatens to damage or has damaged the resources of the Conservation Area, the Grantor shall reasonably cooperate with the City in those efforts, but at no material cost to Grantor.
 5. To restore the natural attributes of the Conservation Area through the implementation of the Plan. As part of the Plan, the Conservation Values may be protected by undertaking a variety of activities including, but not limited to, removal of invasive plant species, planting of native species, and removal of rubbish. The City shall share the Plan with Grantor 90 days before it intends to commence work on the Plan implementation and shall consider Grantor's comments prior to implementation.
- B. To accomplish the Purpose, Grantor hereby conveys to the City and its agents the following rights, and no others, on the Access Easement Area: To use the existing roads (by motor vehicle, if reasonably necessary in the judgment of the City) and existing trails in the Access Easement or their substitutes to access the Conservation Area; the City may, if it deems necessary, use motorized vehicles such as all terrain vehicles on trails and shall reasonably repair any damage caused thereby so as to protect the general health of vegetation on the land and to prevent erosion that would harm the water quality of the Sandy River; and, if no roads or trails are available, to traverse the Access Easement by foot in order to reach the Conservation Area.
- C. Rights conveyed to the City herein do not constitute obligations. The exercise of the conveyed rights is subject to the City's sole discretion and no claim shall be asserted against the City in connection with the City's failure to exercise such rights.

IX. REPAIR AND MAINTENANCE OF ACCESS AREA

Both Grantor and the City may use the access roads in the Access Easement. Grantor shall be responsible to repair and maintain the roads in a condition at least equivalent to what existed upon the date of execution of this easement (lightly improved gravel to provide reasonable passage by passenger cars, light trucks, and other similar vehicles).

Should the City damage the access roads or trails in the Access Easement, it shall repair the damage within a reasonable period, not to exceed 30 days, so that Grantor's use of the area is not unreasonably limited or restricted. If Grantor gives notice to the City of damaged conditions arising from the City's use, the City shall repair any damage it caused within no more than 30 days from receipt of the notice.

X. NOTICE AND APPROVAL

A. Notice.

Except in the case when emergency action is required to remove City caused access blockages or as provided in subsection C below, any notice from Grantor seeking approval of activities under Sections V.E. or V.O. shall be provided to the City in writing not less than 30 days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit the City to make an informed judgment as to its consistency with the Purpose and the Easements.

B. Approval.

Where approval by one of the parties is required hereunder, such approval shall be granted or denied in writing within 45 days of receipt of a written request for approval, and such approval shall not be unreasonably withheld.

C. Emergencies

If Grantor must undertake emergency action to protect health or safety or must act by and subject to immediate compulsion of any governmental agency, Grantor may proceed with such action without the City's approval only if Grantor notifies or reasonably attempts to notify the City prior to taking such action and the City cannot provide its approval, with or without conditions, within such time as is reasonable under the circumstances.

D. Addresses.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as either party designates by written notice to the other:

To Grantor: YMCA Camp Collins
Attn: Executive Director
3001 SE Oxbow Parkway
Gresham, Oregon 97080 with a copy to:
YMCA of Columbia-Willamette
Attn: CFO
9500 SW Barbur Blvd., Suite 200
Portland, OR 97219

To the City: Portland Water Bureau
Attn: Manager, Bull Run Habitat Conservation Plan
1120 SW Fifth Ave., Room 600
Portland, Oregon 97204
(503) 823-6976

XI. REMEDIES

- A. If the City or the Grantor determines that a violation of the terms hereof has occurred or is threatened, the party making such determination shall give written notice to the other party of such violation and may demand corrective action sufficient to cure the violation. Where a violation involves injury to the Conservation Area resulting from any use or activity by or at the direction of or with the permission of either party inconsistent with the Purpose, the party so violating the terms hereof shall take corrective action sufficient to restore the portion of the Conservation Area so injured. If such party fails to cure the violation within 30 days after receipt of notice thereof (or, if the violation cannot reasonably be cured within a 30-day period, if such party fails to begin curing the violation within such period), or fails to continue diligently to cure such violation until finally cured, the party providing such notice shall have the following rights and remedies, in addition to all other rights under the Easements:
1. To bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of the Easements;
 2. To enjoin the violation, as necessary, by temporary or permanent injunction;
 3. To recover any damages to which it may be entitled for violation of the terms of the Easements or injury to any of the Conservation Values; and
 4. To require the restoration of the Conservation Area and/or Access Easement to the condition that existed prior to any such injury.

- B. Notwithstanding anything to the contrary in the Conservation Easement, if the City, or the Grantor, in its sole discretion, determines that immediate action is required to prevent or mitigate significant damage to the Conservation Values, such party may pursue its remedies under this section without prior notice to the other party and without waiting for the cure period to expire. The rights of the City and the Grantor under this section shall apply equally in the event of either actual or threatened violations of the terms of the Conservation Easement. Should the City or the Grantor elect to proceed, they will provide notice as soon as reasonably possible.
- C. All rights and remedies described herein are cumulative and in addition to any other remedy either party may have by agreement, at law, or in equity. Partial exercise of or forbearance by either party in exercising any right or remedy shall not limit or restrict the City's subsequent exercise of such right or remedy or contemporaneous or subsequent exercise of any other right or remedy, nor shall it be construed to be a waiver by either party of any term of the Easements.
- D. Forbearance by the City or the Grantor to exercise its rights under the Easements in the event of any breach of any terms of the Easements by either party or either party's agents, employees, contractors, family members, invitees or licensees shall not be deemed or construed to be a waiver by the forbearing party of such term or any of either party's rights under the Easements. No delay or omission by the either party in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.
- E. Grantor acknowledges that it has carefully reviewed the Easements and has been advised by the City to consult with counsel regarding its terms and conditions.
- F. Nothing contained herein shall be construed to entitle the City to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, natural changes, fire, flood, storm, or earth movement, or from acts of trespassers, that Grantor could not reasonably have anticipated or prevented or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms hereof are violated by acts of trespassers that the Owner could not reasonably have anticipated or prevented, the Grantor agrees, at the City's option, to join in any suit, to assign its right of action to the City, or to appoint the City its attorney in fact, for the purpose of pursuing enforcement action against the responsible parties.

XII. GENERAL PROVISIONS

- A. This easement conveys no right of access by the public to any portion of the Property.

- B. Except as provided herein to the contrary, Grantor retains all responsibilities for and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive liability insurance coverage (which can be part of a homeowners policy), except for those costs reasonably incurred by the City in designing, implementing, and monitoring the success of the Plan and those costs reasonably incurred to maintain the desired natural conditions on the Conservation Area. Grantor shall keep the Conservation Area free of any liens arising out of work performed for, materials furnished to, or obligations incurred by Grantor.
- C. Grantor shall pay all taxes prior to delinquency, assessments, fees, or any charges of whatever description levied on or assessed against the Conservation Area by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, the Easements, and shall furnish the City with satisfactory evidence of payment upon request.
- D. Grantor hereby agrees to release and hold harmless, indemnify, and defend the City and its members, directors, officers, employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively "City Indemnitees") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the City Indemnitees.
- E. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, the City hereby agrees to release and hold harmless, indemnify, and defend Grantor and its agents, contractors, personal representatives, heirs, successors, and assigns of each of them ("Grantor Indemnitees") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or resulting from any acts or omissions of the City when exercising its rights under the Easements.

XIII. SUBSEQUENT PROPERTY TRANSFERS

- A. Grantor agrees to:
1. Incorporate the terms of the Easements by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest;
 2. Describe the Easements in and append them to any executory contract for the transfer of any interest in the Property;

3. Give written notice to the City of the transfer of any interest in all or a portion of the Property no later than 45 days prior to the date of such transfer. Such notice to the City shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.
4. The failure of Grantor to perform any act required by this subsection shall not impair the validity of the Easements or limit their enforceability in any way.

B. City Assignment

The City may assign its interest in the Property to another governmental entity or non-profit corporation with similar environmental objectives, without the consent of Grantor. In the event that an assignee assumes the obligations of the City hereunder, then the City shall have no further liability with respect to this easement.

XIV. AMENDMENT

If circumstances arise under which an amendment to or modification of the Easements would be appropriate, Grantor and the City are free to jointly amend the Easements; provided that no amendment shall be allowed that will affect the qualification of the Easements or the status of the City under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable). Any such amendment shall be consistent with the Purpose and shall be recorded in the official records of Multnomah County, Oregon, and any other jurisdiction in which such recording is required.

XV. SUBORDINATION

At the time of conveyance of this Easement, the Conservation Area is subject to that certain mortgage or deed of trust dated _____, which was recorded under Auditor's File No. _____ ("Mortgage" or "Deed of Trust"), and _____, which was recorded under Auditor's File No. _____ ("Mortgage" or "Deed of Trust"), and _____, which was recorded under Auditor's File No. _____ ("Mortgage" or "Deed of Trust"), and _____, which was recorded under Auditor's File No. _____ ("Mortgage" or "Deed of Trust"). The beneficiary of the Mortgage or Deed of Trust has agreed by separate instrument at Exhibit C hereto, which will be recorded concurrently with this Easement, to subordinate its rights in the Conservation Area to this Easement to the extent necessary to permit the City to enforce the Purpose of the Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the beneficiary under the Mortgage or Deed of Trust.

XVI. ARTICLE XV. – SCHEDULE OF EXHIBITS

- A. Legal Descriptions of Conservation Easement Areas "A; A-1; and, A-2".

- B. Exhibits of Conservation Easement Areas "B; B-2; and, B-2".
- C. Subordination Agreements

TO HAVE AND TO HOLD unto the City, its successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument this ____ day of _____, 2013.

Grantor:

City of Portland:

By: _____

[fill this in. person, title]

By: _____

[fill this in. person, title]

Date: _____

Date: _____

APPROVED AS TO FORM



Senior Deputy City Attorney

Approved pursuant to Ordinance # _____

Approved by City of Portland Council on _____

COUNTY OF _____)

by _____

My Commission Expires:

COUNTY OF MULTNOMAH)

On this _____ day of _____, 20____, before me personally appeared _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same as Chief Engineer of, and on behalf of the Portland Water Bureau of the City of Portland, a municipal corporation of the State of Oregon, by and pursuant to authority granted to the Chief Engineer of said Bureau by City Code 21.12.330 "Approval and Release of Easements and Real Property" approved May 23rd, 2012 by the City Council of the City of Portland, Oregon.

Notary Public for Oregon

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION
FOR

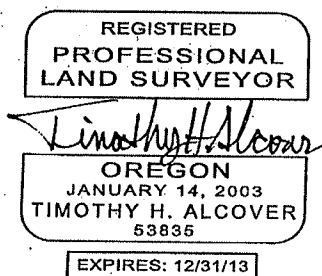
CONSERVATION EASEMENT NO. 3

PORTLAND WATER BUREAU
April 4, 2013

A portion of that parcel of land conveyed to The Young Men's Christian Association of Columbia - Willamette, an Oregon non-profit corporation, which acquired title as The Young Men's Christian Association of Portland, Oregon described in Deed Book 269, Page 317 recorded on October 27, 1934 in Multnomah County Deed Records and situated in the NE Quarter of the NE Quarter of Section 9, Township 1 South, Range 4 East, Willamette Meridian, Multnomah County, State of Oregon, being more particularly described as follows:

All that portion of Northeast Quarter of the Northeast Quarter of said Section 9 lying south of the Sandy River.

End of Description.



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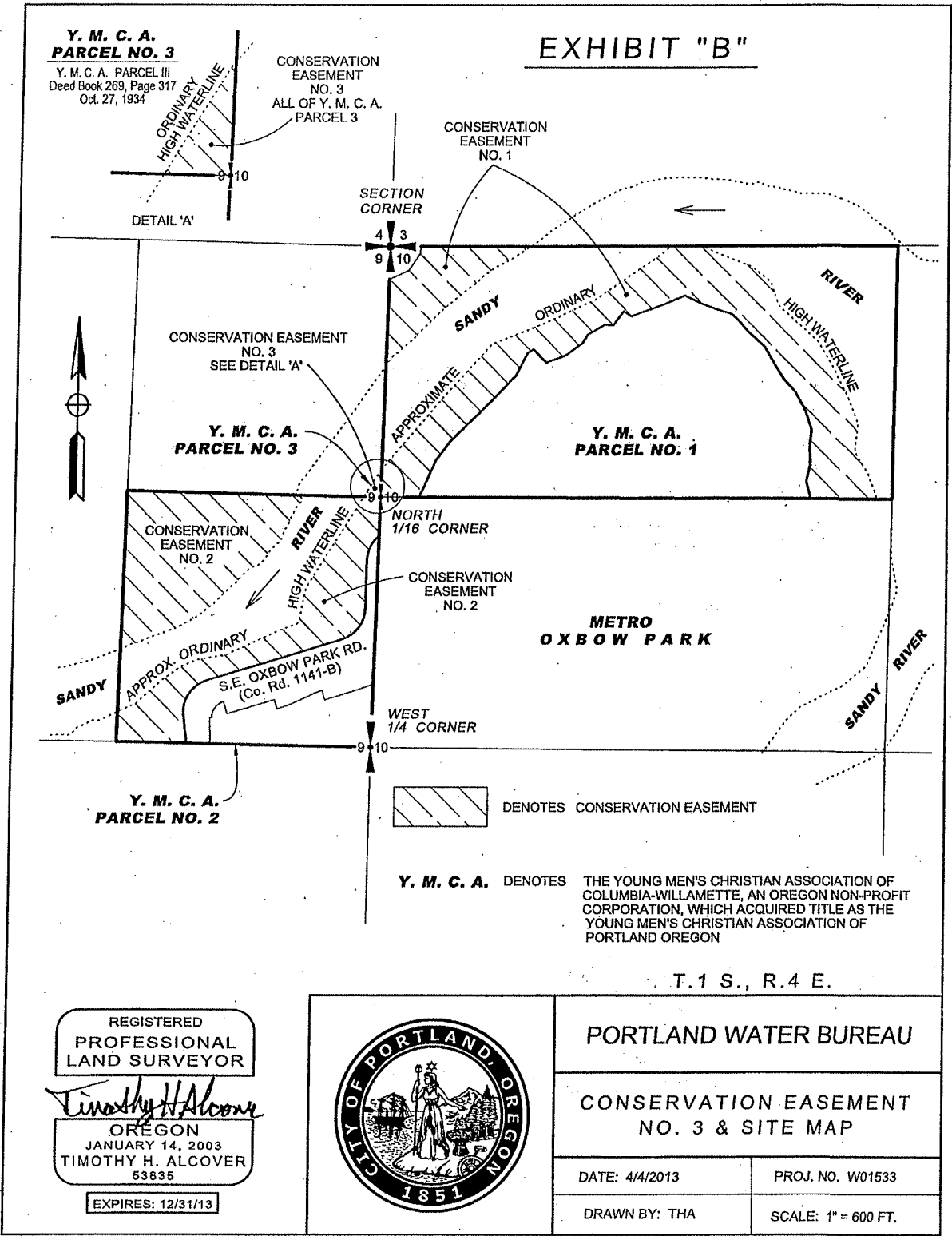


EXHIBIT "A1"**LEGAL DESCRIPTION
FOR****CONSERVATION EASEMENT NO. 1**

PORTLAND WATER BUREAU
April 4, 2013

A portion of that parcel of land conveyed to The Young Men's Christian Association of Columbia - Willamette, an Oregon non-profit corporation, which acquired title as The Young Men's Christian Association of Portland, Oregon described in Deed Book 1069, Page 378 recorded October 26, 1926 in Multnomah County Deed Records and situated in the North half of the Northwest Quarter of Section 10, Township 1 South, Range 4 East, Willamette Meridian, Multnomah County, State of Oregon, being more particularly described as follows:

Beginning at the Northwest corner of said Section 10, being marked by a 6 x 6 inch concrete post with 4-1/4" brass disc stamped "S3, S, S9 & S10, T.1 S., R.4 E. 1956," also being the northwest corner of said Young Men's Christian Association of Portland, Oregon parcel; thence North 89°51'48" East along the North line of the of said Section 10, a distance of 2617.30 feet to the calculated position of the North 1/4 corner of Section 10 per Survey Number 57322 filed in Multnomah County Surveyor's Office; thence South 00°55'11" West along the North-South Centerline of said Section 10, a distance of 1296.97 feet to the Center-North 1/16th corner of said Section 10; thence North 89°48'00" West, a distance of 419.46 feet along the South line of the said North half of the Northwest Quarter, also being the south line of said Young Men's Christian Association of Portland, Oregon parcel to the beginning of the Conservation Easement line as marked by fiberglass posts set by the Portland Water Bureau for the following 32 described segments:

- 1) thence North 14°06'15" West, a distance of 93.65 feet;
- 2) thence North 14°37'01" East, a distance of 83.67 feet;
- 3) thence North 02°04'49" West, a distance of 100.80 feet;
- 4) thence North 05°42'36" East, a distance of 82.89 feet;
- 5) thence North 17°58'22" West, a distance of 99.44 feet;
- 6) thence North 28°24'54" West, a distance of 106.82 feet;
- 7) thence North 41°21'17" West, a distance of 92.56 feet;
- 8) thence North 33°08'44" West, a distance of 85.87 feet;
- 9) thence North 30°01'11" West, a distance of 108.93 feet;
- 10) thence North 48°36'08" West, a distance of 113.70 feet;
- 11) thence North 40°51'41" West, a distance of 87.31 feet;
- 12) thence North 48°49'43" West, a distance of 39.21 feet;
- 13) thence North 71°46'57" West, a distance of 87.34 feet;
- 14) thence North 68°23'34" West, a distance of 76.75 feet;
- 15) thence North 65°17'59" West, a distance of 91.11 feet;
- 16) thence South 67°18'16" West, a distance of 116.96 feet;

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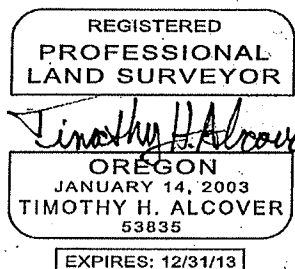
- 17) thence South 69°43'03" West, a distance of 173.97 feet;
- 18) thence North 58°02'01" West, a distance of 49.65 feet;
- 19) thence South 37°18'35" West, a distance of 89.21 feet;
- 20) thence North 87°18'35" West, a distance of 40.94 feet;
- 21) thence South 60°56'54" West, a distance of 103.85 feet;
- 22) thence South 32°03'36" West, a distance of 51.77 feet;
- 23) thence South 54°39'37" West, a distance of 109.68 feet;
- 24) thence South 70°41'22" West, a distance of 108.46 feet;
- 25) thence North 44°52'01" West, a distance of 95.31 feet;
- 26) thence South 56°38'42" West, a distance of 36.55 feet;
- 27) thence South 27°08'57" West, a distance of 130.58 feet;
- 28) thence South 44°09'42" West, a distance of 145.12 feet;
- 29) thence South 44°51'31" West, a distance of 110.25 feet;
- 30) thence South 46°13'08" West, a distance of 84.07 feet;
- 31) thence South 45°47'40" West, a distance of 129.14 feet;
- 32) thence South 36°51'39" West, a distance of 124.67 feet to the end of said posts;

thence South 24°11'39" West, a distance of 210.63 feet to a point on the said south line of the north half of the Northwest Quarter also being the south line of said Young Men's Christian Association of Portland, Oregon parcel; thence North 89°48'00" West along the said south line of the north half of the Northwest Quarter, a distance of 193.44 feet to the Southwest corner of said Young Men's Christian Association of Portland, Oregon parcel, also being the North 1/16 corner common to said Sections 9 and 10, from which a 6 x 6 inch concrete post with 4-1/4" brass disc marking the North 1/16 between Sections 9 & 10 bears North 25°20'57" East, a distance of 1.84 feet; thence North 01°35'22" East along the said section line, a distance of 1281.86 feet to the Point of Beginning.

Excepting all that land owned by the State of Oregon in the bed of the Sandy River.

The Basis of Bearings for this description is Survey Number 57322, Multnomah County Survey Records.

End of Description.



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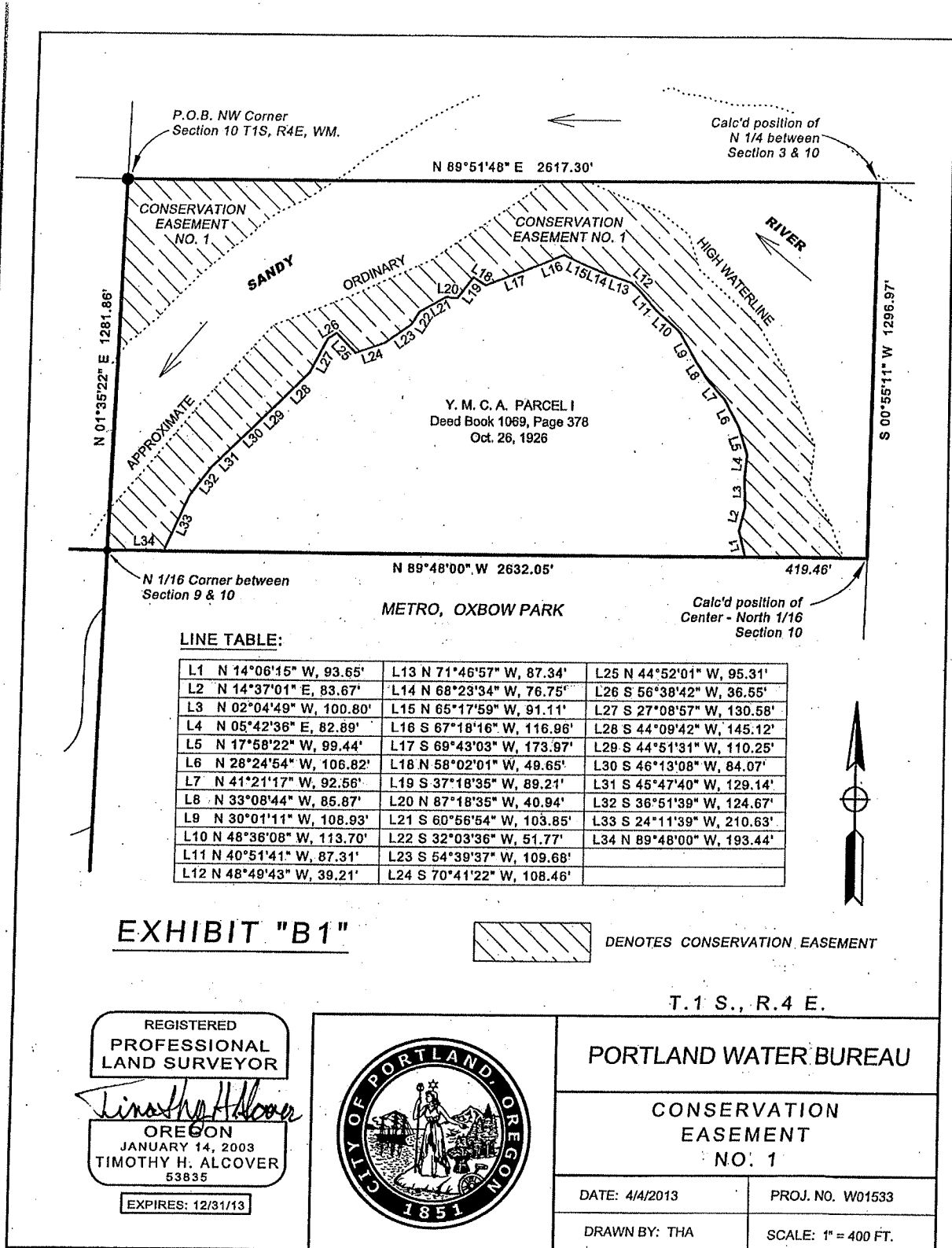


EXHIBIT "A2"**LEGAL DESCRIPTION
FOR****CONSERVATION EASEMENT NO. 2**

PORTLAND WATER BUREAU
April 4, 2013

A portion of that parcel of land conveyed to The Young Men's Christian Association of Columbia - Willamette, an Oregon non-profit corporation, which acquired title as The Young Men's Christian Association of Portland, Oregon described in Deed Book 1104, Page 277 recorded in July 2, 1927 in Multnomah County Deed records situated in the Southeast Quarter of the Northeast Quarter of Section 9, Township 1 South, Range 4 East, Willamette Meridian, Multnomah County, State of Oregon, being more particularly described as follows:

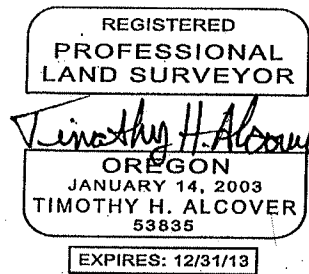
Beginning at the North 1/16 corner common to Sections 9 and 10, from which a 6 x 6 inch concrete post with 4-1/4" brass disc stamped "N 1/16 S9, S10 1960" bears North 25°20'57" East a distance of 1.84 feet; thence South 01°35'22" West along the east line of said Section 9, a distance of 196.17 feet to the northwesterly right-of-way line of S.E. Oxbow Park Road (Co. Rd. 1141-B) and the beginning of a 184.16-foot radius non-tangent curve concave southeasterly, the radial bearing of which is South 41°24'33" East; thence continuing along said right-of-way line southwesterly 152.56 feet along said curve through a central angle of 47°27'53", the chord of which bears South 24°51'30" West a distance of 148.24 feet; thence continuing along said right-of-way line South 01°07'33" West, a distance of 242.76 feet to the beginning of a 166.00-foot radius curve concave northwesterly; thence continuing along said right-of-way line southwesterly 139.99 feet along said curve through a central angle of 48°19'01", the chord of which is South 25°17'04" West, a distance of 135.88 feet to a point on a 154.05-foot non-tangent curve concave to the northwesterly, the radial bearing of which is North 38°34'27" West; thence continuing along said right-of-way line southwesterly 57.85 feet along said curve through a central angle of 21°30'56", the chord of which is South 62°11'01" West for a distance of 57.51 feet; thence continuing along said right-of-way line South 72°56'28" West, a distance of 179.22 feet to the beginning of a 709.92-foot radius curve concave southeasterly; thence continuing along said right-of-way line southwesterly 65.64 feet through a central angle of 05°17'53", the chord of which is South 70°17'33" West, a distance of 65.62 feet; thence continuing along said right-of-way line South 72°56'28" West, a distance of 484.65 feet to the beginning of a 168.20-foot radius curve concave Southeasterly; thence continuing along said right-of-way line Southwesterly 140.39 feet along said curve through a central angle of 79°42'00"; the chord of which is South 33°05'28" West, a distance of 215.56 feet; thence South 06°45'32" East, a distance of 142.91 feet to the south line of the said Southeast Quarter of the Northeast Quarter; thence North 88°50'52" West, a distance of 360.88 feet to the Southwest corner of the said Southeast Quarter of the Northeast Quarter; thence North 01°31'23" East, a distance of 1284.96 feet along the West line of the said Southeast Quarter of the Northeast Quarter to the Northeast corner thereof; thence South 88°42'42" East, a distance of 1305.72 feet along the North Line of the said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

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Excepting all that land owned by the state of Oregon in the bed of the Sandy River.

The Basis of Bearings for this description is Survey Number 57322, Multnomah County Survey Records.

End of Description.



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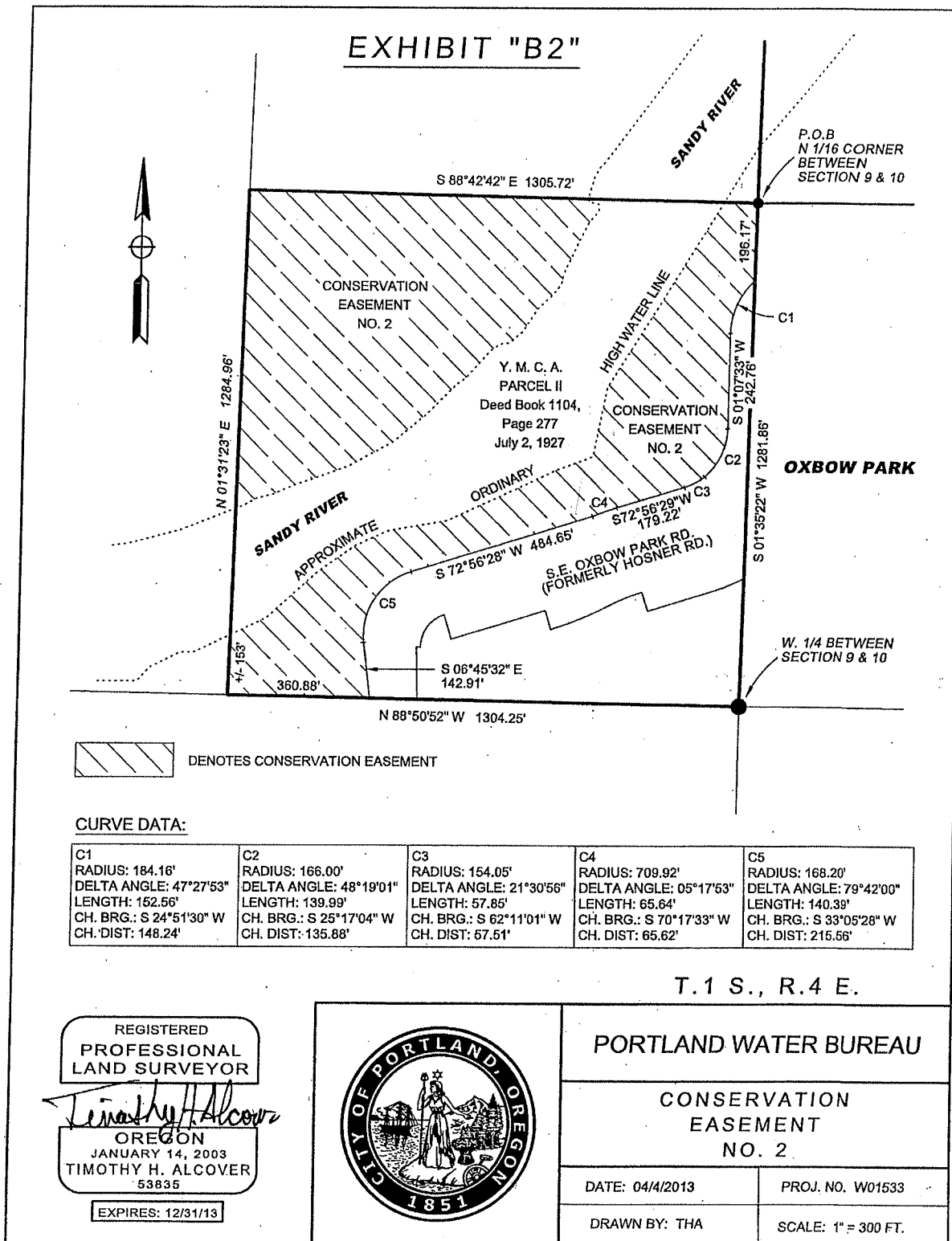


EXHIBIT C. SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER INSTRUMENT.

The undersigned subordinator agrees as follows:

1. _____ ("Subordinator") is the owner and holder of a mortgage dated _____, which was recorded under Auditor's File No. _____, records of Clackamas County;
2. The City of Portland Water Bureau ("the City") is the holder of a conservation easement dated _____, 2013, executed by Owner (as hereinafter defined) which will be recorded concurrently with this Subordination Agreement;
3. The Young Men's Christian Association of Columbia-Willamette ("Owner") is the owner of all the real property described in the conservation easement identified above in Paragraph 2.
4. In consideration of benefits to Subordinator from Owner, receipt and sufficiency of which is hereby acknowledged, and as required by Treasury Regulation § 170A-14(g)(2) for any conservation easement transaction with anticipated federal income, gift or estate tax benefits to the property owner, the Subordinator does hereby unconditionally subordinate the lien of the mortgage identified above in Paragraph 1 to the conservation easement identified above in Paragraph 2, including to the assignment of rights identified above in Paragraph 3.
5. This Agreement shall be the whole and only agreement among the owner, the City, and the subordinator with regard to the subordination of the lien or charge of the mortgage first above mentioned to the conservation easement in favor of the City above referred to and the assignment of rights in favor of the City above referred to and shall supersede and cancel any prior agreements as to such, or any subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provided for the subordination of the lien or charge thereof to a mortgage to be thereafter executed.
6. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement. Where the word mortgage appears herein it shall also be considered as deed of trust, and gender and number of pronouns considered to conform to undersigned.

Executed this _____ day of _____, 20__.

Title:

On behalf of _____

Subordinator