

**WASHINGTON PARK PARKING LOT STORMWATER LINE
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the "Agreement" or "IGA") is between the **City of Portland**, a municipal corporation and political subdivision of the state of Oregon ("City") and **Metro**, a metropolitan service district authorized under ORS 268 and the Metro Charter ("Metro"), collectively referred to as the "Parties."

ARTICLE I - RECITALS

1. Metro owns and operates the Oregon Zoo, formerly known as the Washington Park Zoo (the "Zoo"), in Washington Park, Portland, Oregon, for the use, education, enjoyment and benefit of the general public.
2. The City owns Washington Park, which includes most of the lands on the perimeter of the Zoo, including the Washington Park parking lot (the "Parking Lot"), which serves as the Zoo's primary patron parking supply. On February 1, 2013, Metro, the City and the other institutions that rely upon the Parking Lots for patron parking entered into the 2012 Washington Park Transportation and Parking Management Agreement ("WPTPMA"). Among other things, the WPTPMA provided that landscaping and stormwater management improvements necessary for the Parking Lot to achieve and maintain compliance with the City's development code, including a stormwater line and landscaping improvements to the West Lot, would be constructed by 2017.
3. On March 21, 2013, Metro and the City entered into a Memorandum of Understanding, later amended by addendum to MOU effective November 19, 2014, establishing among other things: the expectations of the City and Metro as to the location, design, construction and costs of a Parking Lot stormwater drainage line to be built that will connect the southern end of the Parking Lot to the City's stormwater interceptor pipe along Oregon Highway 26 (the "Stormwater Line"); a shared utility easement through the Zoo supporting the Stormwater Line; the extension of a sidewalk serving the Zoo into the Parking Lot, accompanied by an easement from City supporting the sidewalk; the use of a portion of the Parking Lot for construction Access and Staging during the planned construction of the Zoo Education Center. The MOU provided that the cost of design, engineering and construction of the Stormwater Line would be paid 80% by the City and 20% by Metro.
4. The WPTPMA also provided that the construction of the "Phase I Initial South Entry Improvements" includes new landscaping, new signage, minor roadway reconstruction, and creation of a pick-up and drop-off driveway adjacent to the Zoo's new Education Center building. Metro wishes to widen the adjacent City sidewalk by ten feet, reconstruct the roadway and sidewalk to eliminate parking and provide the designated drop-off/pick-up lane along the education center curb with a traffic lane alongside (the "Drop-off Project").
5. Parking Lot A, formerly known as the 'West Lot' is a 120 space accessory parking lot located between the Children's Museum and the Forestry Center. This one-acre parking lot was originally installed as a temporary construction staff lot during the TriMet Light rail station construction in 1997 and has served the Zoo and other venues in Washington Park since. In 2012, METRO and the City of Portland Bureau of Parks and Recreation ("PP&R") filed a joint Conditional Land Use Application (LU 12 156689) with the City of Portland to legalize parking lot use on the site. The Conditions for Use established by the Hearings Officer as part of that review required landscape upgrades, stormwater improvements (deferred until overall stormwater management for entire parking lot is completed in lieu of this lot only), as well as installation of a gate to prevent un-sanctioned after-hour use. Completion of a continuous evergreen landscape buffer to screen private homes to the west of the property was also a project component that has already been completed.
6. The construction documents for the Lot A project have been approved by the City of Portland Bureau of Development Services and a commercial building permit was issued for the work and the City is working on completing the required construction activities in Spring of 2017.

7. In January of 2014, pursuant to City of Portland Ordinance 185779, the City took back management of certain real property on the south end of Washington Park that had previously been leased to Metro and others for nearly 30 years. The property includes electrical power for street and parking lot lighting. At some time during the previous lease, electrical power equipment servicing said street lights was moved onto Metro property and a sub-meter was installed to measure power use for same. This meter is now sited within the Oregon Zoo. The City and Metro have determined that it is cost prohibitive to separate the parking lot and street light service from the larger Zoo grid at this time. The City and Metro anticipate that the completion of the South Entry Vision Redevelopment project of Washington Park will result in changes to the electrical system that will resolve these billing issues. The City and Metro wish to enter into an agreement for the payment of those electricity costs, until that time.
8. In October of 2011, Metro and the City executed City of Portland Intergovernmental Agreement #30002483, for the completion of a study on future transportation and park-related projects in Washington Park. The City's financial obligations to Metro under that Agreement have not been satisfied, and the Parties wish to resolve that outstanding financial obligation in this agreement.
9. This Intergovernmental Agreement provides the terms and conditions under which Metro and the City will cooperate to construct the public improvements set forth herein.

ARTICLE II – TERM

The term of this Agreement will be from April 1, 2015 through November 30, 2017, unless earlier terminated or extended under the provisions of this Agreement.

ARTICLE III – METRO OBLIGATIONS

1. Project Management. The Metro Project Manager will act as Metro's owner representative during design, engineering and construction of the Stormwater Line Project and Drop-off Project. The Metro Project Manager will have primary responsibility for procuring, contracting for and managing the design professionals and general contractor, in consultation with the City Project Manager. Metro's Project Manager will schedule and attend design meetings with the City Project Manager and seek input and participation in the design, engineering and construction of the Stormwater Line Project, and Drop-off Project. Metro's representative will be the conduit for communication between the design professionals and the general contractor and the City.
2. Design, Construction and Engineering of Stormwater Line. Metro agrees to procure, contract for and carry out the design, engineering and construction of the Stormwater Line Project, in accord with the Scope of Work attached as Exhibit A. Metro will begin the Stormwater Line Project on the Effective Date hereto, and estimates completion of the project by November 14, 2017. The Stormwater Line Project will be led by OPSIS Architecture under an agreement with Metro, in accord with the proposal attached as Exhibit B. Engineering for the Stormwater Project will be provided by KPFF under an agreement with Metro, in accord with the proposal attached as Exhibit B. Metro will manage the design and engineering of the Stormwater Line Project while meeting with the City as appropriate to obtain input and approval from the City of the design at 50%, 75%, and final design development phases. The Stormwater Line Project will be constructed by Fortis Construction under Metro's CM/GC contract with Fortis. Metro will manage the construction of the Stormwater Line Project while meeting as appropriate to obtain input and approval from the City of the initial project budget and progress approvals at the beginning of the following phases: 100% design development, 50% construction documents.
3. Shared Utility Easement. Part of the Stormwater Line will be located on Metro property, within the Zoo's service road utility corridor. Metro agrees to grant the City a nonexclusive Shared Utility Easement under and through the Zoo in the form attached as Exhibit C.
4. Education Center Project Staging Area. The Oregon Zoo Education Center Project construction is estimated to run from September 2015 through November 2016. The project site is adjacent to the zoo property line at the Washington Park South Entry Area. The Zoo and the City wish to provide for

temporary use of a portion of the Washington Park parking lot and road network for construction access and staging for the duration of the Zoo Education Center and Stormwater Line Projects. Metro's staging and access plan is attached as Exhibit D. Metro has obtained a Non-Park Use Permit free of charge from the City prior to commencement of work

5. Drop Off Project. Metro and the City agree to widen the City sidewalk adjacent to the Zoo Education Center by ten feet, contingent upon City approval of the final design, and as part of the Zoo Education Center scope, Metro will redesign and reconstruct the roadway and sidewalk to eliminate parking and provide a designated drop-off/pick-up lane along the education center curb with a traffic lane alongside as set forth in Exhibit E. The Drop-off Project will be constructed by Fortis Construction under Metro's CM/GC contract with Fortis as part of the Education Center Project scope. Metro will manage the construction of the Drop-off Project while meeting as appropriate to obtain input and approval from the City of the initial project budget and progress approvals at the beginning of the following phases: 100% design development, 50% construction documents.

6. Operational Agreement. Metro and the City agree that the success of the Zoo and of Washington Park as a whole is dependent on effective management of transportation and parking, and that some shared use of the Driveway and Drop-off Lane Easement that will be granted to Metro is necessary to alleviate traffic issues. To that end, the Parties will work in good faith to develop an Operational Plan for the Driveway and Drop-off Lane that provides guidelines for shared use needed to mitigate any impacts related to the spillover of vehicles or buses onto Knights Blvd from the easement area. While it is acknowledged that the safe and efficient use of the Driveway Lane and the Drop-off Lane for vehicles for delivery, pick-up and drop-off of Zoo campers and other Zoo visitors is the priority consideration; the Parties also agree that the Operational Plan will also allow for other uses associated with the management of traffic and parking at Washington Park, generally. The Driveway and Drop-off Easement will be executed upon the mutual execution of the Operational Plan.

7. Design and Construction Budget. The Metro Project Manager shall exercise good faith efforts to manage the design, engineering and construction Projects set forth herein within the budgets set forth in this Agreement. In the event that Metro determines that the cost of any particular task is likely to exceed the authorized budget, it shall promptly inform the City of the need for a change order and work with the City to develop a strategy to address it.

ARTICLE IV – CITY OBLIGATIONS

1. Project Management Participation. The City Project Manager will act as the City's owner representative during design, engineering and construction of the Stormwater Line Project, and the Drop-off Project. The City Project Manager will attend design meetings, provide input and participate in the management of the design, engineering and construction of the Stormwater Line Project, and Drop-off Project. The City's representative will be the conduit for communication between the City and the Oregon Zoo Education Center design team and a team resource for City documentation relating to the Washington Park South Entry Area. The City's representative will review and approve any and all design, engineering, construction and cost items and elements of the Projects.

2. Share of Costs. The general Scope of Work for the Stormwater Line project is contained in Exhibit A. The City agrees to pay 80% of the total final costs of design, engineering, and construction of the Stormwater Line in the amount of \$427,220.32, as further set forth and calculated in Exhibit B, attached.

3. Construction, Access, Staging Permit. The City has provided Metro with a non-park use permit free of charge for the construction of the Stormwater Line and education center construction access and staging as set forth in Exhibit D, according to the terms of its standard non-park use permit.

4. Sidewalk Easement and Driveway and Drop-off Easement. The City agrees that upon approval by the City of Metro's design for the Sidewalk Widening and Drop-off Project and the execution of an Operational Plan, described above, the City will provide Metro with a mutually acceptable vehicle, pedestrian use and access easement over and across the sidewalk and drop-off zone so constructed, in the form attached as Exhibit F. City will work in good faith with Metro to quickly develop the Operational Plan that serves the needs of both Parties.

5. Parking Lot A The overall project budget for both the landscape improvements and the gate installation is \$450,000 and is described in the 2012 Parking & Transportation Management Agreement 185779-2012 as Funding Priority #4 (City-required Capital Improvements). The construction costs will be 100% covered by the City.

6. Adherence to Project Schedules. City agrees to use its best efforts to assist Metro in maintaining the Stormwater Line Project and Drop-off Project schedules.

ARTICLE V – COMPENSATION AND PAYMENT

1. Compensation. The City agrees to pay 80% of the total final costs of design, engineering, and construction of the Stormwater Line in the amount of \$427,220.32, as further set forth and calculated in Exhibit B, attached..

2. Payment. Payment shall be on a reimbursement basis, unless otherwise specified. Metro shall submit monthly invoices to the City detailed with reasonable particularity regarding work performed since the previous invoice. The City shall pay Metro the balance due within thirty (30) days of receipt of a proper invoice. Metro will provide third party contractor invoices in support of said invoices. Prior to submission for payment, the Project Managers shall review the invoices against the project budget to provide real time cost tracking and budget management. All invoices shall be submitted to the City at the following address:

Property Manager
City of Portland, Bureau of Parks and Recreation
1120 SW 5th Ave., Ste. 1302
Portland, OR 97204

3. Appropriation of Funds for Project. City certifies that sufficient funds have been appropriated to make payments required by this Contract. The City shall make all reasonable efforts to appropriate funds for payments in every subsequent year of this IGA.

ARTICLE VI - PROJECT MANAGEMENT

1. Project Managers. The City designates Britta Herwig as its Project Manager and Metro designates Brent Shelby as its Project Manager. Project Managers are responsible for coordinating all aspects of their respective work scopes for the Projects and all the respective employees assigned to the Project. The Project Managers: 1) shall ensure the Project and the tasks related thereto are completed expeditiously and economically; 2) shall be the contact persons through whom the City and Metro provide notices and otherwise officially communicate; and 3) have the authority to make decisions and resolve disputes related to the Project. In the event a disagreement or dispute occurs between the Project Managers, they shall refer it to the Portland Parks and Recreation Director and Oregon Zoo Director for resolution. Either party may modify their assigned project manager and notice the other party of the change in representation.

2. Notices. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Deputy Director, Operations
Oregon Zoo
4001 SW Canyon Road
Portland, Oregon 97221

Britta Herwig
City of Portland, Bureau of Parks and
Recreation
1120 SW 5th Ave., Ste. 1302
Portland, OR 97204

ARTICLE VII – ELECTRICITY PAYMENTS AND TRAFFIC STUDY OBLIGATIONS

1. The City agrees to reimburse Metro for the electricity costs as described in Paragraph 7 of the "Recitals". This section of the Agreement will survive the termination of this Agreement as it is designed to reimburse Metro for the costs of the City's electricity usage, until such time as the completion of the South Entry Vision Redevelopment project of Washington Park effects in changes to the electrical metering system that allow the City to be billed directly for the electricity costs of street and parking lot lighting. This section will remain in effect until such time as the South Entry Vision Redevelopment project is completed or the parties agree that this section is no longer necessary. The City shall promptly reimburse Metro upon receipt of invoices stating the City's actual electricity usage for street and parking lot lighting in Washington Park, based on sub-meter readings. It is estimated that total reimbursable electricity costs will not be greater than Seventy-Five Thousand Dollars (\$75,000), but actual costs could exceed this sum if there is a delay in effecting changes to the electrical metering system. In addition to paying the invoiced amounts in the future, the City will pay at least Ten Thousand Three Hundred Forty-Eight Dollars and Thirty-Four Cents (\$10,348.34) to Metro in reimbursement for the City's electricity usage from January 2014, when the parking lot was returned to City management.

2.. The City shall make a payment to Metro in the sum of Sixty-Five Thousand, Four Hundred, Fifty-One Dollars and Thirteen Cents (\$65,451.13) in satisfaction of the amount due under the aforementioned 2011 IGA (City of Portland Contract #30002483), described in Paragraph 8 of the Recitals, which concerned a transportation and park-related study of Washington Park.

ARTICLE VIII - GENERAL PROVISIONS

1. Mutual Indemnity. Metro shall hold harmless and indemnify The City and its officers, agents, and employees against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of Metro's work under this Agreement within the maximum liability limits under the Oregon Tort Claims Act. The City shall hold harmless and indemnify Metro and its officers, agents, and employees against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of the City's work under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act.

2. Termination for Default. If either party determines that a material breach of the terms of this Agreement has occurred, the aggrieved party shall promptly provide written notice of such breach, reasonably documenting said breach and demanding that the breach be cured. The breaching party shall thereafter cure said breach within 14 days of receipt of said notice. If the breaching party fails to so cure, or under circumstances where the breach cannot reasonably be cured within a 14-day period, fails to begin curing such violation within the 14-day period, or after 14 days has expired fails to continue diligently to cure the breach until finally cured, the aggrieved party may, at its sole discretion, immediately terminate this Agreement. The exercise of this termination right shall not extinguish or prejudice the terminating party's right to seek damages and enforcement of the terms of this Agreement in a court of competent jurisdiction with respect to any breach that has not been cured.

3. Termination by Mutual Agreement. The City and Metro, by mutual agreement, may terminate this Agreement at any time and for any reason. The rights and obligations of the parties set forth in sections 1, 5, 11, and 14 shall survive and not be limited by any termination of this Agreement.

4. Force Majeur. No Party shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto if the delay in performance of such obligations (the "Unavoidable Delay") is due to causes that are unforeseeable, beyond its control, and without its fault or negligence, including but not limited to force majeure, acts of a public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquake, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a

Party or others relating to zoning or other governmental action or inaction pertaining to the Project, malicious mischief, condemnation action delays of litigation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the control of such Party.

5. Maintenance of Records. Metro shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Metro shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Metro's performance. Metro acknowledges and agrees that the City shall have access to such fiscal records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. Metro also acknowledges and agrees that it shall retain such documents for a period of three years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of any audit, controversy or litigation arising out of or related to this Agreement, Metro shall retain such documents until the conclusion thereof.

6. Audit and Inspection of Records. Metro shall permit the authorized representatives of the City to inspect and audit all data and records of Metro relating to its performance under this Agreement. The City shall be responsible for its own auditing costs, except that Metro will pay all costs incurred by the City in conducting any audit and inspection that reveals that records related to the Work disclose that the City is owed any sum of money or establish that any portion of any claim made against the City is not warranted. The City may withhold such costs from any sum that is due or that becomes due from the City.

7. Documents. All records, reports, data, documents, systems, and concepts, whether in the form of writings, design drawings, plans, or models that are prepared or developed in connection with this Agreement are the mutual property of Metro and the City.

8. Relationship of Parties. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party hereby specifically disclaims any such relationship.

9. No Third-Party Beneficiary. Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

10. Compliance with Laws. The Parties shall comply with all Federal, state, and local laws, regulations, executive orders and ordinances, land use and permitting regulations applicable to the work under this Agreement, including the applicable provisions of Chapters 279A-C governing the procurement of public improvements and the construction of public works, which are hereby incorporated in their entirety by reference.

11. Oregon Law, Dispute Resolution and Forum. This Agreement is to be construed according to the laws of the State of Oregon. The City and Metro shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties are free to pursue any legal remedies that may be available. Any litigation between Metro and the City arising under this Agreement or out of work performed under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the Federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

12. Assignment. Neither the City nor Metro may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.

13. Interpretation of Agreement. This Agreement will not be construed for or against any Party by reason of authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and may not be used in constructing or interpreting this Agreement.

14. Entire Agreement; Modification; Waiver. This Agreement and attached Exhibits constitute the entire agreement between the Parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver by a Party of that or any other provision.

15. Severability/Survivability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless will remain in full force and effect and the illegal or unenforceable provision will be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

16. Schedule for Parking Lot A Improvements. Construction documents are available. Construction will occur during a mutually agreeable time in early spring or late fall to avoid parking issues at Park venues. The construction documents for the project have been approved by the City of Portland Bureau of Development Services and a commercial building permit was issued for the work on June 2, 2016 (15-1415-000-00 CO), though that permit will expire on December 1, 2016.

METRO

**CITY OF PORTLAND
PORTLAND PARKS AND RECREATION**

By: _____
Martha J. Bennett, Chief Operating Officer

By: _____
By: Mike Abbate, Director

Dated: _____

Date: _____

APPROVED AS TO FORM


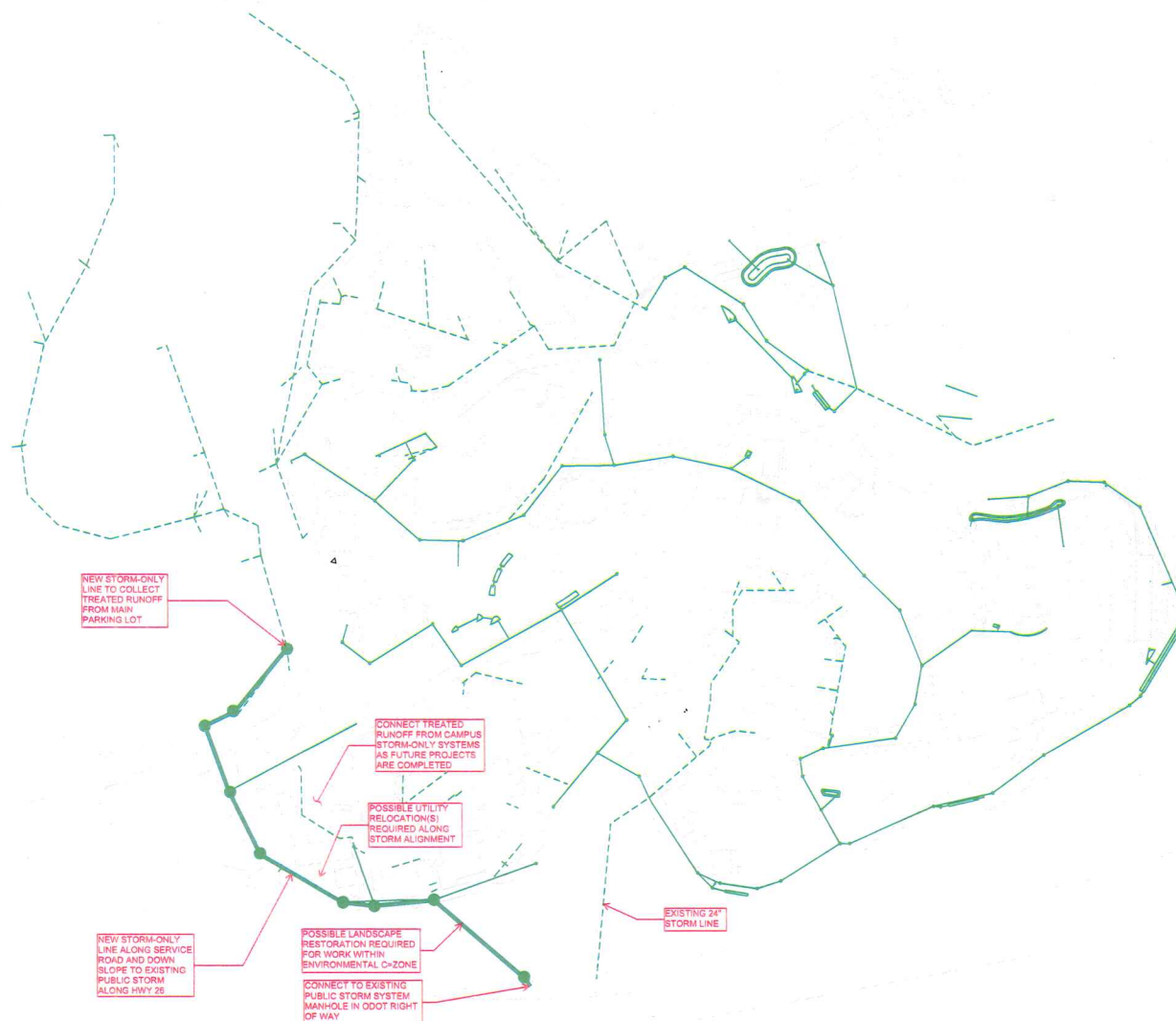

CITY ATTORNEY

Exhibit A

Stormwater Line Scope of Work



DESCRIPTION OF SCOPE OF WORK

a) Metro and PP&R will jointly design a new stormwater pipeline connecting the southern end of the Main Washington Park Parking Lot to the BES storm interceptor pipe along Oregon Department of Transportation Highway 26.

b) Future isolated stormwater flows from the Main Washington Park Parking Lot and portions of the zoo campus in the Gate A area will be routed out of the public combined sewer system and into the Parking Lot Storm Line. The Parking Lot Storm Line will convey runoff from all practicable Main Parking Lot surface area.

c) A portion of the proposed pipe alignment will be located within the zoo's service road utility corridor.

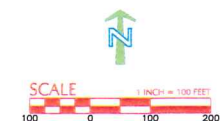
d) Metro and/or PP&R will construct the Parking Lot Storm Line by November 14, 2017 (within five years of the West Lot conditional use approval) according to a timeline and management approach to be determined by Metro and PP&R that will minimize interference with the Oregon Zoo bond program.

e) The Parking lot Storm Line will be connected to the public storm interceptor in Highway 26, but Metro and PP&R will prevent stormwater from discharging to the line until Washington Park South Entry Area Improvements are constructed and operational.

LEGEND

EXISTING STORM DRAIN
MASTER PLAN STORM
DRAIN LINES
PROPOSED STORM MAIN

**STORM DRAIN EXTENSION FROM
MAIN PARKING LOT TO BES
STORM-ONLY LINE ALONG
HIGHWAY 26**
January 24, 2013



188597

Exhibit B

Stormwater Line Cost Breakdown

Total Final

Opsis Architecture, Fortis Construction, and GRI Consulting Engineers

Total Final Stormwater Line Cost Breakdown

Scope	Final Amount	City of Portland (80% of cost)	Metro (20% of cost)
Design and Civil Engineering	\$71,680	\$57,344	\$14,336
Geotechnical Engineering (approved Geotechnical change order 1: inclinometer replacement cost \$10,000)	\$15,468.41	\$12,4374.73	\$3,093.68
Construction (approved construction change orders [Fortis PCO 1024 \$2,989 & Fortis PCO 1030 \$10,728])	\$446,877	\$357,501.60	\$89,375.40
TOTALS	\$ 534,025.41	\$ 427,220.33	\$ 106,805.08

Exhibit C
Shared Utility Easement

After Recording Return To:
 Portland Parks Bureau
 City of Portland
 1120 SW 5th Avenue, Room 1000
 Portland, OR 97204-1972

GRANT OF SHARED STORMWATER PIPELINE EASEMENT

METRO, a municipal corporation and political subdivision of the State of Oregon (“Metro”), for and in consideration of the mutual and reciprocal covenants and agreements herein, hereby grants to the City of Portland, Parks Bureau, a municipal corporation of the State of Oregon (“CITY”), its successors and assigns, a perpetual non-exclusive subsurface easement, for the installation of a stormwater pipeline (hereafter, the “Facilities”) in, under and through the Oregon Zoo campus, in accordance with the following conditions and covenants:

1. Easement Description. The subsurface sewer pipeline easement shall be located as described and depicted on Exhibit A and B attached hereto and by this reference made a part hereof (hereafter, the “Easement”).
2. Rights Granted. CITY and Metro shall jointly construct the Facilities, and use of the Facilities for the conveyance of stormwater shall be shared by the City and Metro. The CITY shall have the right to operate, maintain, repair or replace the Facilities in whole or in part within the Easement. In exercising its rights to do so, CITY must provide Metro with reasonable notice prior to initiating its activities, and must restore the Easement area to a condition as good or better than its condition immediately prior to the CITY’s activities.
3. Metro’s Reservation of Rights. The Easement is not exclusive, and Metro reserves the right to use the Property subject to the Easement for any purpose that does not disturb the Facilities. Metro may relocate the Facilities, and the easement, at its sole cost and expense, if it is reasonably determined by the CITY and METRO that it is possible to do so while preserving the Facilities’ function.
4. Ownership. Metro represents and warrants that it holds fee title to the Property, but this grant of Easement is expressly subject to liens and encumbrances of record as of the date of execution set forth below. Metro expressly disclaims any representation or warranty as to encumbrances and/or vested rights of third parties affecting the Property that may conflict or interfere with the rights granted herein, or that it holds all rights necessary or incident to the operation of the Facilities or Easement.
5. Notices. Metro agrees to provide written notice of the existence of the Easement and the Facilities to any tenant, lessee, or assignee of Metro who occupies the Property or acquires any interest in the Property from Metro. All requests elections, notices and other

communications to be given hereunder by either party to the other shall be in writing and sent by certified mail return receipt requested, postage prepaid, addressed as follows:

As to City:

Portland Parks Bureau
City of Portland
1120 SW 5th Avenue, Room 1000
Portland, OR 97204-1972

As to Metro:

Oregon Zoo
Attn: Director
600 NE Grand Avenue
Portland, OR 97232-2736

Changes of address may be accomplished for purposes of this section by giving the other party written notice of new address in the manner set forth above. Notices, elections and other communications shall be deemed effective upon receipt.

6. Covenants. CITY covenants and agrees that, in the conduct of any and all of its activities and operations hereunder, it will comply strictly with all present and future laws, rules and regulations of all federal, state, and local governmental bodies having jurisdiction over the construction, installation, and operations activities occurring within the Easement.

7. Entire Agreement. This Subsurface Sewer Pipeline Easement (including attached Exhibits A and B which are incorporated by this reference) is the final and complete agreement between the parties concerning the Easement.

IN WITNESS WHEREOF, the parties have executed this Subsurface Sewer Pipeline Easement as of this _____ day of _____, 2015.

METRO

CITY OF PORTLAND
PARKS BUREAU

By: _____
Name: Martha J. Bennett
Title: Chief Operating Officer

By: _____
Name: _____
Title: _____

Attachments:

Exhibit A Legal Description of Easement
Exhibit B Map Depiction of Easement

APPROVED AS TO FORM

CITY ATTORNEY

State of Oregon)
 ss.
 County of Multnomah)

On this _____ day of _____, 2004, before me _____,
 the undersigned Notary Public, personally appeared Martha J. Bennett, as Chief Operating
 Officer of Metro, an Oregon municipal corporation, personally known to me (or proved to be on
 the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument,
 and acknowledged that he executed it.

My commission expires: _____

State of Oregon)
 ss.
 County of Multnomah)

On this _____ day of _____, 2004, before me _____,
 the undersigned Notary Public, personally appeared _____
 as _____ of CITY OF PORTLAND Parks Bureau an Oregon municipal
 corporation, personally known to me (or proved to be on the basis of satisfactory evidence) to be
 the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he
 (she or they) executed it.

My commission expires: _____

Oregon Zoo Storm Drain Easement Property Description
City of Portland, Multnomah County, Oregon
Portion of Tax Lot 1400, 1S 1E 05
July 8, 2015
Project No. 1051-010

EXHIBIT "A"

A portion of that tract of land conveyed to Metropolitan Service District by Deed recorded on August 31, 1987 by Book 2038, Page 1604, Multnomah County Deed Records, located in Section 5, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, being a 10.00 foot wide strip of land being 5.00 feet of each side of a centerline described as follows:

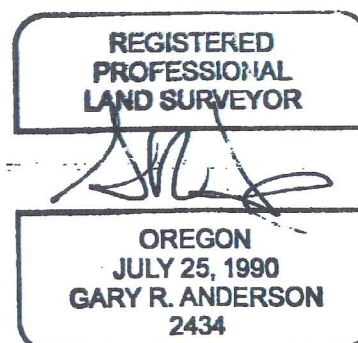
Beginning at a point on the west line of the Oregon Zoo Property being South 74°37'00" West 16.29 feet from the northeast end of the course labeled "South 74°37'00" West 406.05" on Multnomah County Survey Number 43142 [the southwest end of that course being the most westerly corner of said Oregon Zoo Property];

thence South 25°51'58" East, 19.55 feet;
thence South 26°08'06" East, 168.04 feet;
thence South 58°53'29" East, 194.15 feet;
thence North 87°32'56" East, 138.90 feet;
thence South 49°53'00" East, 159.15 feet;
thence South 33°00'33" East, 25.80 feet to a point on the south line of said Oregon Zoo Property, also being the northerly right of way of Highway 26 and the end of this centerline description.

Subject to lengthening and/or shortening of sidelines so that they terminate on the proper boundaries.

Containing 7,056 square feet, more or less.

Bearings shown per Survey Number 43142.



RENEWES: 12/31/15

Drawing Name: J:\1051-010\Oregon Zoo\Survey\CAD\DWG\1051-010_E.dwg Jul 08, 2015 - 11:02am showell



0 50' 100'
SCALE: 1"=100'

CITY OF PORTLAND
BOOK 901, PAGE 328

POINT OF BEGINNING

S25°51'58"W
19.55'

16.29'

S74°37'00"W 406.05'

S26°08'06"E
168.04'

METRO
BOOK 2038, PAGE 1604
(OREGON ZOO PROPERTY)

CENTERLINE 10.00'
STORM DRAIN EASEMENT

S58°53'29"E
194.15'

N87°32'56"E
138.90'

S49°53'00"E
159.15'

S33°00'33"E
25.80'

S89°11'30"W 308.07'

U.S. HIGHWAY 26

EXHIBIT B

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

DATE	08JUL15
DRAWN BY	SLH2
CHECKED BY	GRA
REVISION	0
JOB NO.	1051-010



WESTLAKE
CONSULTANTS INC.

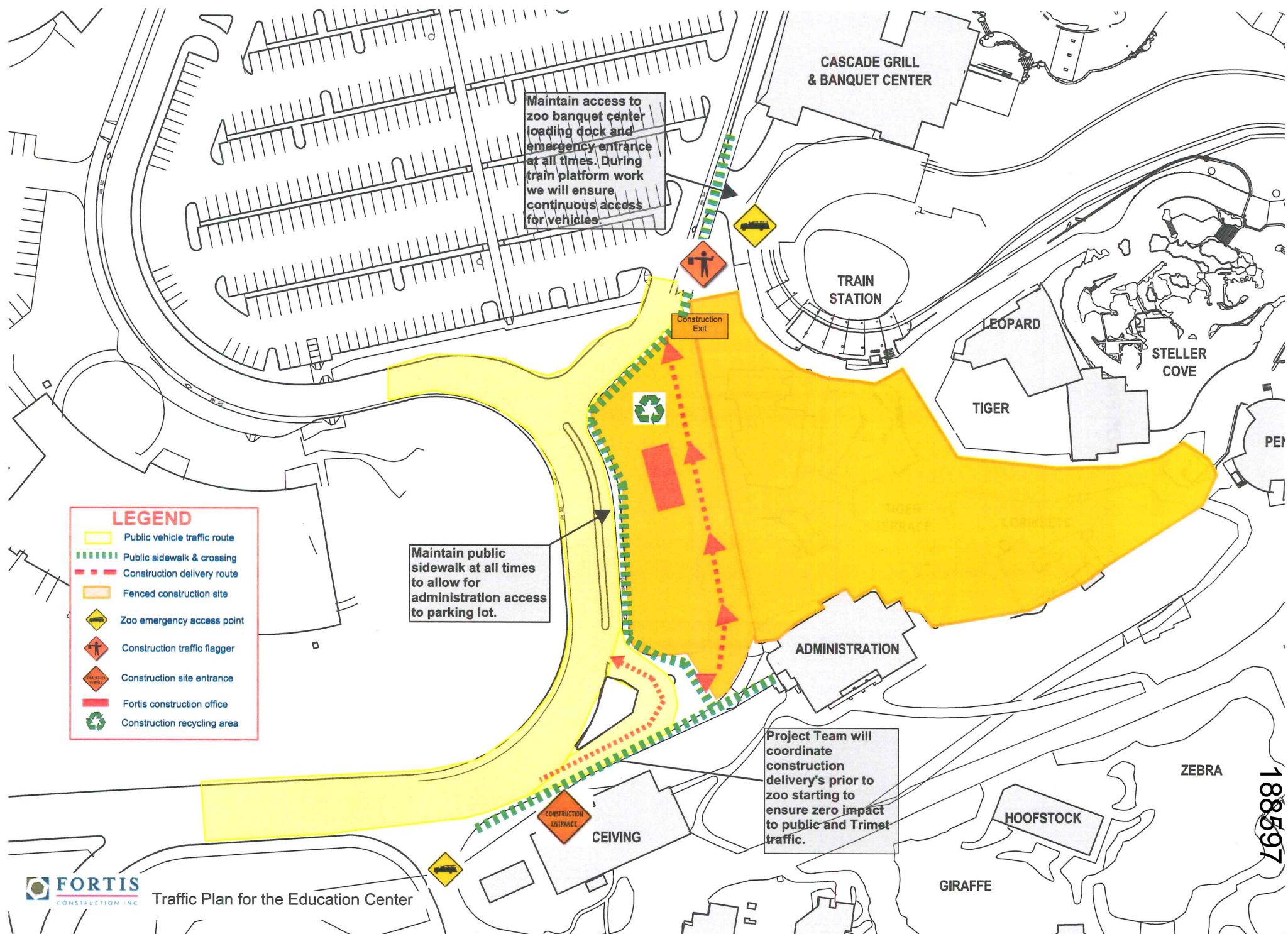
ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0852
TIGARD, OREGON 97224 FAX (503) 624-0157

188597

Exhibit D

Education Center Construction Staging and Access Plan



LEGEND

- Public vehicle traffic route
- Public sidewalk & crossing
- Construction delivery route
- Fenced construction site
- Zoo emergency access point
- Construction traffic flagger
- Construction site entrance
- Fortis construction office
- Construction recycling area



Traffic Plan for the Education Center

188597

Exhibit E

Sidewalk/ Drop-Off Plan

N=679620.50
E=7634038.82
FOUND MONUMENT
CP-596, EL=655.66'

N=679614.06
E=7634003.11
FOUND MONUMENT
CP-27458, EL=670.14'

GRID INTERSECTION M-9
N=679551.77
E=7634056.02

N=679624.98
E=7634068.52
FOUND MONUMENT
CP-27376, EL=669.30'

GRID INTERSECTION A-3
N=679475.98
E=7634067.22

N=679443.42
E=7634365.39
FOUND MONUMENT
CP-105, EL=647.43'

N=679422.93
E=7634203.92
FOUND MONUMENT
CP-26344, EL=650.36'

GRID INTERSECTION M-9
N=679390.77
E=7634180.26

GRID INTERSECTION R-14
N=679353.92
E=7634325.88

N=679337.51
E=7634343.52
FOUND MONUMENT
CP-5371, EL=644.68'

N=679309.50
E=7634296.89
FOUND MONUMENT
CP-5372, EL=642.38'

N=679336.70
E=7634139.71
FOUND MONUMENT
CP-26512, EL=652.12'

N=679208.72
E=7634094.03
FOUND MONUMENT
CP-600, EL=637.60'

HIGHLIGHTED AREA: NEW 10'
SIDEWALK EXTENSION

GRID INTERSECTION E-5
N=679409.92
E=7634096.39

N=679448.10
E=7633928.50
FOUND MONUMENT
CP-75655, EL=659.45'

N=679319.63
E=7634006.91
FOUND MONUMENT
CP-41, EL=651.34'

N=679254.60
E=7633984.85
FOUND MONUMENT
CP-75654, EL=646.83'

DARK GRAY: NEW EDUCATION
CENTER BUILDINGS

188597

Exhibit F

Sidewalk / Drop-Off Easement

After recording return to:
 METRO
 Office of the Metro Attorney
 600 NE Grand Ave.
 Portland OR 97232

**GRANT OF SIDEWALK AND DRIVEWAY AND DROP-OFF LANE
 EASEMENT AND AGREEMENT**

THIS GRANT OF SIDEWALK AND DRIVEWAY AND DROP-OFF LANE EASEMENT AND AGREEMENT (the "Agreement for Easement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between Metro, a municipal corporation established pursuant to ORS Chapter 268 and the Metro Charter and the City of Portland, a municipal corporation and political subdivision of the state of Oregon.

RECITALS

- A. WHEREAS, Metro owns and operates the Oregon Zoo (hereinafter referred to alternatively as "Metro," or the "Zoo").
- B. WHEREAS, the City of Portland Bureau of Parks and Recreation ("City") owns the Washington Park Parking Lot (the "Parking Lot"), including the premises to be encumbered by the easement granted and governed herein.
- C. WHEREAS, the Campfire Property - Zoo Easement Intergovernmental Agreement (the "Campfire IGA"), provided for and governed the conveyance by Metro of a 25% interest as a tenant in common in Metro's 20-acre "Campfire Property" to the CITY, in exchange for a permanent easement (the "3/4 Acre Easement") to be granted over a 3/4-acre portion of the Parking Lot adjacent to the original Zoo entrance (the "Easement Area").
- D. WHEREAS, the 3/4 Acre Easement was to provide for exclusive use by the Zoo of the Easement Area for any and all Zoo purposes, including but not limited to exhibit construction and Zoo or Zoo-related facility expansion.
- E. WHEREAS, in accord with the Campfire IGA, Metro conveyed the promised fractional interest in the Campfire Property to the CITY on February 2, 2001. However, the CITY did not grant the 3/4 Acre Easement to Metro in return, and the obligation remains unsatisfied by the CITY.

- F. WHEREAS, land use decision LU 12-156689 required the upgrade of the stormwater facilities if the parking lots were to continue to be used for the benefit of Zoo and park guests, and the CITY and METRO agreed, pursuant to the 2012 South Entry Vision, that the best location for the stormwater improvements was in a portion of the $\frac{3}{4}$ Easement Area; therefore, the CITY can no longer grant the full easement as it was originally contemplated.
- G. WHEREAS, given the high value to METRO and CITY of having sufficient parking and effective traffic management, METRO is willing to accept a vehicular driveway easement and shared use sidewalk easement in lieu of the $\frac{3}{4}$ Acre Easement.
- H. WHEREAS, Metro and the CITY have a long history of working collaboratively to successfully manage the transportation and parking in and around the South Entry to Washington Park, including, but not limited to: City giving Zoo a 35-year rent-free lease of the parking lot, Metro funding of the Washington Park portion of the TriMet Max station; City allowing Metro to collect and retain parking lot revenues, Metro leading and funding conditional use application and approval processes for the CITY's 116 space parking area located between the Children's Museum and World Forestry Center (currently known as Lot A); Metro agreeing to terminate its 35-year lease of Parking Lot two years early, on February 1, 2013, foregoing parking revenues and allowing the CITY to install meters and collect paid parking revenues in from the Parking Lot to support, among other things the collaborative development and funding of the startup of the Washington Park Transportation Management Association, now known as Explore Washington Park.
- I. WHEREAS, the Parties agree that the success of the Zoo and of Washington Park as a whole depend, in part, on effective management of transportation and parking, and that needs will vary over time. Therefore, the Parties agree that the Operational Agreement, attached hereto or as amended in the future, will supplement this Agreement for Easement and provide additional guidance as to the management of the Easements.

EASEMENT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City, in consideration for, and in recognition of the mutual and reciprocal covenants set forth herein, including the consideration stated in Section 16, hereby grants to Metro the following permanent easements over and along the full width and length of the following premises, to-wit:

1. A "Driveway and Drop-off Lane Easement", legally described in EXHIBIT "A" and depicted on the map labeled Exhibit "B", attached hereto and referred to as the "Driveway Easement."
2. A "Shared Sidewalk Use Easement," legally described in EXHIBIT "C" and depicted on the map labeled Exhibit "D", attached hereto and referred to as

the "Sidewalk Easement." Collectively, the Driveway Easement and Sidewalk Easement are referred to herein and in the Operational Agreement as the "Easements"

TO HAVE AND TO HOLD the above described and depicted Easements unto Metro, in accordance with the following terms, conditions and covenants:

1. Type and Use of Easements. The Easements are appurtenant to and benefit the Zoo Property, legally described in Exhibit "E" attached hereto, and all lawful users of all or any portion of the Zoo Property including, without limitation, Metro, its employees, independent contractors, visitors, guests, tenants, invitees, successors and assigns, for Zoo operations purposes, primarily for vehicular access for dropping off and picking up the aforesaid individuals and groups.

2. Exclusive and Shared Use of Easement Areas.

2.1 Exclusive Easement – Driveway and Drop-off Lane. Metro shall have the exclusive right to use, occupy, manage and patrol the Driveway and Drop-off Easement area. Use by the City will be allowed to the extent allowed by the terms of the Operational Agreement.

2.2 Shared Easement – Sidewalk Use. Metro shall have the non-exclusive right to use, occupy, manage and patrol the Shared Use Sidewalk Easement area for the pedestrian passage of Zoo patrons, employees, and other Zoo visitors over a paved sidewalk. This area is also recognized as and shall be treated as part of the Washington Park Trail System, in all respects.

3. Surface Damages. In exercising its rights hereunder, Metro shall repair any damage or disturbance to City's property on or adjacent to the Easements that may be caused by the exercise of Metro's rights, and shall restore the surface of City's adjacent property to its condition immediately prior to such damage or disturbance, including restoring or repairing any landscaping or vegetation damaged or disturbed by Metro's activities on the Easement, to City's reasonable satisfaction.

4. Maintenance and Operation. Metro and City covenant to jointly maintain and repair the Easements. Generally, each party will have some responsibility for routine maintenance as well as major maintenance responsibility for any improvements they construct. That said, specific maintenance responsibilities will be detailed in the Operational Agreement. Metro shall not make any improvements to either of the Easements without the prior written consent of City, which shall not be unreasonably delayed, conditioned, or denied. Metro and City covenant and agree that, in the conduct of any and all of their activities and operations hereunder, they will comply strictly with all present and future laws,

rules and regulations of all federal, state, and local government bodies having jurisdiction over the maintenance and repair activities occurring within the Easements.

5. Other Instruments: The City shall cooperate with Metro in all respects in connection with this Easement, including but not limited to executing such applications and other documents and instruments and other acts reasonably necessary to effectuate the purpose and intent of this Easement.

6. Cooperation and Operational Agreement. Metro and the City agree that much of the detail regarding operation of the Easements will be outlined in the Operational Agreement, attached hereto. It is expected that the Operational Agreement may be amended over time. The Parties agree to meet as needed to discuss the effective use of the Driveway and Drop-off Lane, as well as other transportation issues, in accordance with the Operational Plan. The CITY may invite a TMA representative to attend these meetings. The Parties shall, by mutual written agreement, update as needed, the Operational Agreement.

7. Environmental Representations and Warranties: The City represents and warrants that to the best of the City's knowledge without duty of inquiry:

7.1 There are no apparent or latent environmental defects in or on the Easement Property;

7.2 There has been no release, dumping, burying, abandonment or migration from off-site on or onto the Easement Property or the adjacent City property of any substances, materials or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute, or ordinance;

7.3 Neither the City nor the City's predecessors in interest have disposed of any hazardous substances off-site that could affect the City property or Easement Property; nor have they disposed of substances on the City property or Easement Property regulated by State or Federal environmental laws, including but not limited to ORS Chapter 465 and 42 U.S.C. § 9601 et seq.; and

7.4 There is no pending or threatened litigation affecting the Easement Property or the City property adjacent to the Easement described above, and no civil or criminal proceedings have been instigated or are pending against the City or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws relating to or affecting the Easement Property; and neither the City nor its predecessors in interest have received any notices of environmental violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws relating to the Easement Property or the City property adjacent to the Easement Property described above.

8. Title Matters. The City represents and warrants that the City is the sole and exclusive owner of the Easement Property, free and clear of all liens, encumbrances or other title defects, and the City covenants that it will take all steps necessary to protect and defend the Easement against the claims of all third parties and to perfect Metro's unencumbered use thereof.

9. Successors and Assigns. The terms "City" and "Metro" herein shall include the successors and assigns of each party. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall run with the land and inure to the benefit of and bind the successors and assigns of the parties.

10. Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Metro and the City shall each indemnify, defend and hold harmless the other and its officers, agents and employees, from and against any and all claims, losses, suits or damage, including costs and attorney fees through trial and on appeal, arising from or related to the indemnitor's use of the Easement Area.

11. Partial Invalidity. If any non-material term or provision of this Easement or the application to any entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement, or the application of such term or provision to persons, entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Easement shall be valid and be enforced to the fullest extent permitted by law.

12. Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision contained herein.

13. Entire Agreement. This Easement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Easement and supersedes all prior understandings with respect to it. This Easement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

14. Time of Essence. The City and Metro hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision.

15. Governing Law. The parties acknowledge that this Easement has been negotiated and entered into in the State of Oregon. The parties expressly agree that this Easement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

16. Consideration. Metro declares all City obligations set forth in Section B of the Campfire IGA fully and finally satisfied, in consideration of the City granting to Metro the Easements described in this Agreement for Easement. In recognition of the long standing cooperative nature of the relationship between the CITY and Metro regarding Washington

Park parking management, the CITY agrees to negotiate a waiver for all Non Park User Permit fees for projects that the CITY and Metro deem to be beneficial to both parties in the future.

17. Compliance with Laws, Discrimination. Metro agrees that it shall comply with all state, federal, and local laws, Metro ordinances and laws, rules, regulations, and policies concerning equal opportunity, workers' compensation, and minimum and prevailing wage requirements, in the performance of its obligations hereunder and, for itself, successors and assigns, agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, age gender, sexual orientation or national origin.

18 Amendment after Washington Park Master Plan. The parties acknowledge that the City intends to undertake a process which will result in a new Washington Park Master Plan (the "Master Plan"). The Master Plan will, among other things, address pedestrian, bicycle and vehicular access, circulation and parking in the Parking Lot and by extension, the area encumbered by this Easement. Metro will be a stakeholder in the Master Plan process. Metro expects that one outcome of the Master Plan will to provide an access and circulation plan that includes access for autos and buses for safe and efficient drive-in, pick-up and drop-off of Zoo campers and other Zoo visitors at the Zoo Education Center that is equivalent in safety, utility and proximity to what is provided by this Easement. The location and dimensions of the Driveway and Drop-off Lane Easement Area and/or the Shared Sidewalk Use Easement may be amended upon the mutual written agreement of the Parties to comport with the Master Plan. If said agreement reduces the Easement Area or the utility, safety or proximity of the Easement to Metro is diminished, CITY shall provide Metro with reasonable compensation for the area taken or an easement equivalent in utility, safety and value satisfactory to both parties.

IN WITNESS WHEREOF, the undersigned City and Metro have executed this Agreement for Easement, this _____ day of _____, 2017.

CITY:

METRO:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM


CITY ATTORNEY

State of Oregon)
 ss.
 County of _____)

On this _____ day of _____, 2017, before me _____,
 the undersigned Notary Public, personally appeared _____, as Chief Operating
 Officer of Metro, a municipal corporation, personally known to me (or proved to be on the basis
 of satisfactory evidence) to be the person whose name is subscribed to this instrument, and
 acknowledged that he executed it.

 My commission expires: _____

State of Oregon)
 ss.
 County of _____)

On this _____ day of _____, 2017, before me _____,
 the undersigned Notary Public, personally appeared _____, as _____
 _____ of _____, a municipal corporation,
 personally known to me (or proved to be on the basis of satisfactory evidence) to be the
 person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she or
 they) executed it.

 My commission expires: _____

Oregon Zoo Sidewalk Easement Property Description
 City of Portland, Multnomah County, Oregon
 Portion of Tax Lot 800, 1S 1E 05
 April 14, 2016
 Project No. 1051-010

EXHIBIT "A"

A portion of that tract of land conveyed to The City of Portland by Deed recorded on October 19, 1922 by Book 901, Page 328, Multnomah County Deed Records, located in Section 5, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, being more particularly described as follows:

EXCLUSIVE EASEMENT - DRIVEWAY AND DROP-OFF LANE

Beginning at a 5/8" iron rod with no cap at an angle point in the east line of said tract also being the west line of the Oregon Zoo property recorded on August 31, 1987, by Book 2038, Page 1604, said angle point being North 66°00'26" East 1092.93 feet from the northeast corner of Lot 1, Block 3, "The Highlands" as shown on Multnomah County Survey Number 43142;

thence along said west line South 01°27'35" West, 252.39 feet;
 thence South 41°29'40" West, 114.33 feet;
 thence South 07°25'45" West, 122.73 feet;
 thence South 35°19'25" West, 26.62 feet;
 thence South 09°18'50" West, 159.61 feet;
 thence South 19°22'00" East, 292.17 feet;
 thence South 19°04'25" West, 50.53 feet;
 thence South 57°52'35" West, 135.43 feet;
 thence South 47°04'20" West, 134.33 feet;
 thence South 74°37'00" West, 1.34 feet;
 thence leaving said west line, along a 60.00 foot radius non-tangent curve to the right, a radial line bears South 85°00'11" West, through a central angle of 63°21'24", (chord bears North 26°40'53" East, 63.02 feet), an arc distance of 66.35 feet;
 thence North 58°21'35" East, 79.98 feet to the True Point of Beginning;

thence North 16°58'59" East, 67.50 feet,
 thence North 10°31'57" East 36.28 feet,
 thence along a 41.00 foot radius non-tangent curve to the left, a radial line bears South 23°57'51" West, through a central angle of 133°02'57", (chord bears North 47°26'23" East, 75.21 feet), an arc distance of 95.21 feet;
 thence North 19°05'06" West, 163.39 feet;
 thence along a 26.00 foot radius curve to the left, through a central angle of 45°04'19", (chord bears North 41°37'15" West, 19.93 feet), an arc distance of 20.45 feet;
 thence North 10°02'42" East, 58.58 feet;
 thence along a 40.00 foot radius non-tangent curve to the left, a radial line bears South 82°01'39" West, through a central angle of 11°24'13", (chord bears South 13°40'27" East, 7.95 feet), an arc distance of 7.96 feet;

thence South 19°22'33" East, 253.31 feet;
thence along a 60.00 foot radius tangent curve to the right, a radial line bears North 70°37'27" East, through a central angle of 70°01'06", [chord bears South 15°37'59" West, 68.84 feet], an arc distance of 73.32 feet;
thence South 50°38'32" West, 7.56 feet;
thence along a 950.00 foot radius non-tangent curve to the right through a central angle of 6°20'02", [chord bears South 55°11'34" West, 104.97 feet], an arc distance of 105.02 feet;
thence South 58°21'35" West, 0.75 feet to the True Point of Beginning.

Containing 11,600 square feet, more or less.

Bearings shown per Survey Number 43142 & 51716.



RENEWS: 12/31/17

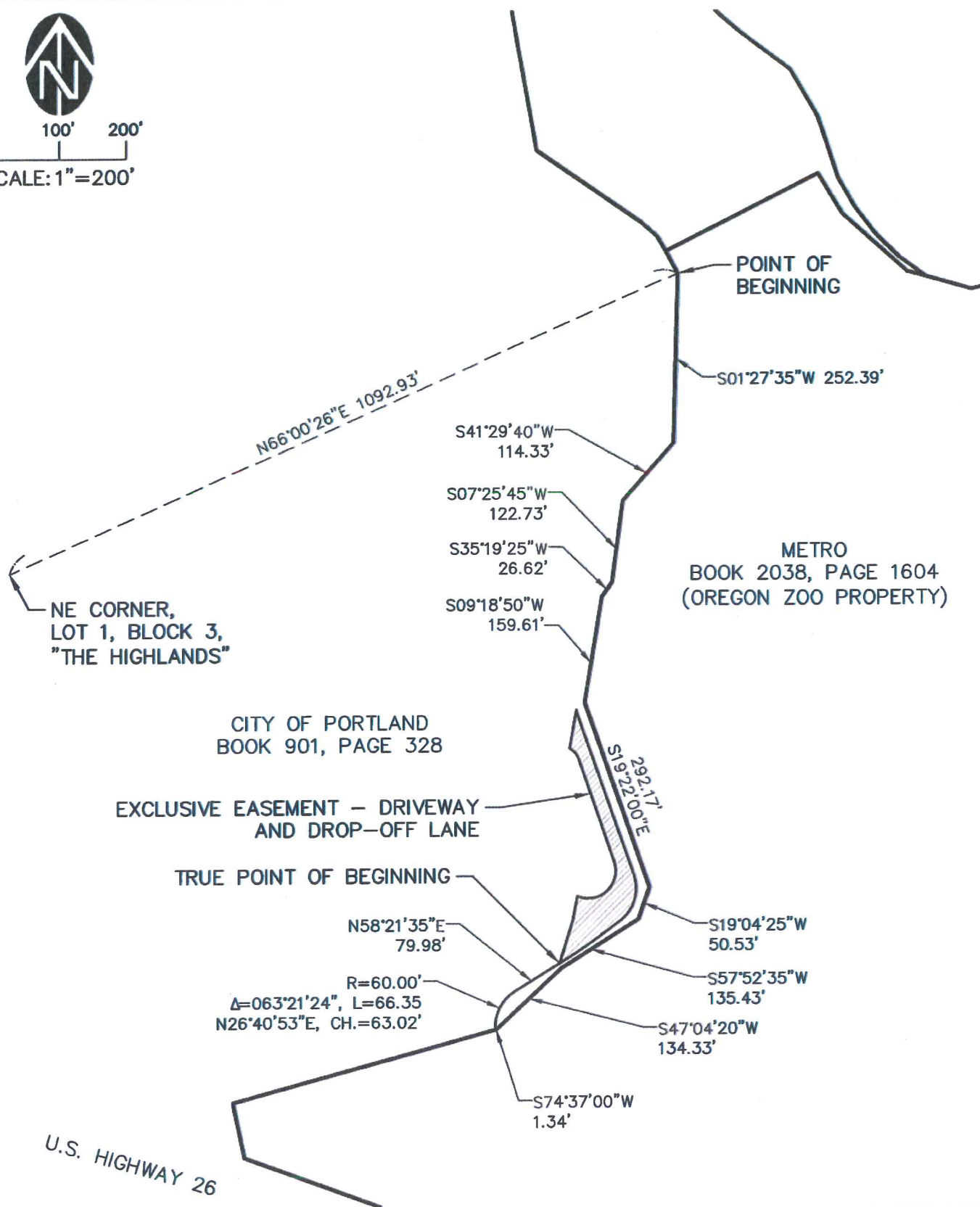
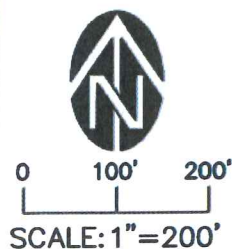


EXHIBIT B

PAGE 1 OF 2

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

DATE	11/23/2015
DRAWN BY	MDS
CHECKED BY	GRA
REVISION	1
JOB NO.	1051-010

WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0852
TIGARD, OREGON 97224 FAX (503) 624-0157



0 50' 100'

SCALE: 1"=100'

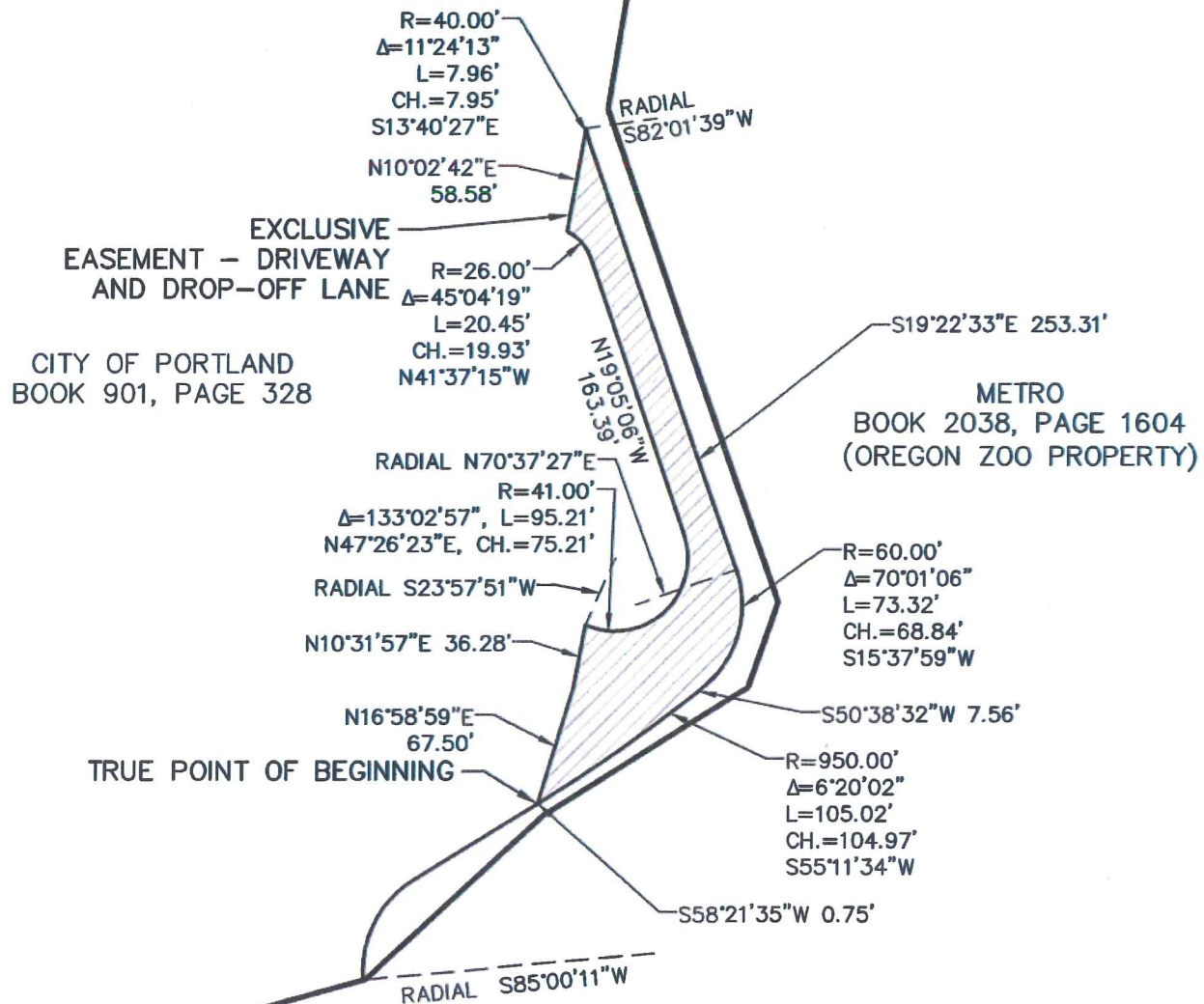


EXHIBIT B

PAGE 2 OF 2

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

DATE	11/23/2015
DRAWN BY	MDS
CHECKED BY	GRA
REVISION	1
JOB NO.	1051-010

WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157

Oregon Zoo Sidewalk Easement Property Description
 City of Portland, Multnomah County, Oregon
 Portion of Tax Lot 800, 1S 1E 05
 April 14, 2016
 Project No. 1051-010

EXHIBIT "C"

A portion of that tract of land conveyed to The City of Portland by Deed recorded on October 19, 1922 by Book 901, Page 328, Multnomah County Deed Records, located in Section 5, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, being more particularly described as follows:

SHARED SIDEWALK USE EASEMENT 1

Beginning at a 5/8" iron rod with no cap at an angle point in the east line of said tract also being the west line of the Oregon Zoo property recorded on August 31, 1987, by Book 2038, Page 1604, said angle point being North 66°00'26" East 1092.93 feet from the northeast corner of Lot 1, Block 3, "The Highlands" as shown on Multnomah County Survey Number 43142;

thence along said west line South 01°27'35" West, 252.39 feet;
 thence South 41°29'40" West, 114.33 feet;
 thence South 07°25'45" West, 122.73 feet;
 thence South 35°19'25" West, 26.62 feet;
 thence South 09°18'50" West, 159.61 feet;
 thence South 19°22'00" East, 292.17 feet;
 thence South 19°04'25" West, 50.53 feet;
 thence South 57°52'35" West, 135.43 feet;
 thence South 47°04'20" West, 134.33 feet;
 thence South 74°37'00" West, 1.34 feet;
 thence leaving said west line, along a 60.00 foot radius non-tangent curve to the right, a radial line bears South 85°00'11" West, through a central angle of 63°21'24", (chord bears North 26°40'53" East, 63.02 feet), an arc distance of 66.35 feet;
 thence North 58°21'35" East, 80.73 feet,
 thence along a 950.00 foot radius curve to the left, through a central angle of 06°20'02", (chord bears North 55°11'34" East, 104.97 feet), an arc distance of 105.02 feet;
 thence North 50°38'32" East, 7.56 feet,
 thence along a 60.00 foot radius curve to the left, through a central angle of 70°01'06", (chord bears North 15°38'00" East, 68.84 feet), an arc distance of 73.32 feet;
 thence North 19°22'33" West, 253.31 feet;
 thence along a 40.00 foot radius curve to the right, through a central angle of 29°56'22", (chord bears North 04°24'22" West, 20.66 feet), an arc distance of 20.90 feet;
 thence North 10°33'49" East, 299.64 feet;
 thence along a 45.00 foot radius curve to the right, through a central angle of 35°35'28", (chord bears North 28°21'33" East, 27.51 feet), an arc distance of 27.95 feet;
 thence North 46°09'16" East, 69.39 feet;

thence along a 65.00 foot radius curve to the left, through a central angle of $44^{\circ}10'22''$,
 (chord bears North $24^{\circ}04'06''$ East, 48.88 feet), an arc distance of 50.11 feet;
 thence North $01^{\circ}58'55''$ East, 193.02 feet;
 thence along a 120.00 foot radius curve to the left, through a central angle of $35^{\circ}06'49''$,
 (chord bears North $15^{\circ}34'30''$ West, 72.40 feet), an arc distance of 73.54 feet;
 thence along a 240.00 foot radius compound curve to the left, through a central angle of
 $12^{\circ}35'45''$, (chord bears North $39^{\circ}25'47''$ West, 52.65 feet), an arc distance of 52.76
 feet;
 thence North $51^{\circ}20'42''$ West, 21.45 feet to said west line;
 thence along said west line South $55^{\circ}30'17''$ East, 26.56 feet to a point referred to below
 as "**Point A**";
 thence South $48^{\circ}20'12''$ East, 31.83 feet;
 thence South $29^{\circ}58'40''$ East, 25.02 feet;
 thence South $28^{\circ}23'00''$ East, 38.00 feet to the Point of Beginning.

Containing 16,439 square feet, more or less.

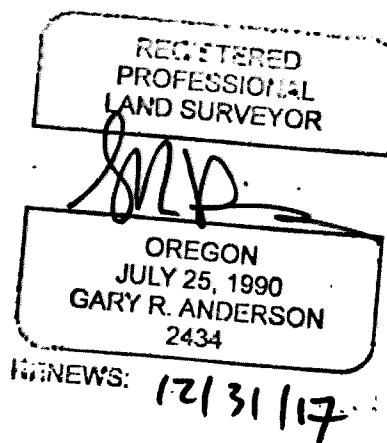
SHARED SIDEWALK USE EASEMENT 2

Beginning at an angle point in the west line of said Oregon Zoo property being North $55^{\circ}30'17''$ West 190.04 feet from the above described "**Point A**" measured along said west line;

thence North $55^{\circ}30'17''$ West, 27.27 feet;
 thence North $30^{\circ}47'48''$ East, 20.95 feet;
 thence South $60^{\circ}47'54''$ East, 7.45 feet to said west line;
 thence along said west line South $09^{\circ}58'51''$ East, 30.27 feet to the Point of Beginning.

Containing 373 square feet, more or less.

Bearings shown per Survey Number 43142 & 51716.





0 100' 200'
SCALE: 1"=200'

SHARED SIDEWALK
USE EASEMENT 2

"POINT A"

POINT OF
BEGINNING

N66°00'26"E 1092.93'

NE CORNER,
LOT 1, BLOCK 3,
"THE HIGHLANDS"

METRO
BOOK 2038, PAGE 1604
(OREGON ZOO PROPERTY)

CITY OF PORTLAND
BOOK 901, PAGE 328

SHARED SIDEWALK
USE EASEMENT 1

U.S. HIGHWAY 26

EXHIBIT D
PAGE 1 OF 3
LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

DATE	14APR2016
DRAWN BY	NEM
CHECKED BY	GRA
REVISION	0
JOB NO.	1051-010



WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157



0 50' 100'
SCALE: 1"=100'

SHARED
SIDEWALK USE
EASEMENT 2
N30°47'48"E 20.95'

N55°30'17"W 27.27'

S60°47'54"E 7.45'
S09°58'51"E 30.27'

190.04'
N55°30'17"W

S55°30'17"E 26.56'

"POINT A"

N51°20'42"W 21.45'

S48°20'12"E 31.83'

S29°58'40"E 25.02'

R=240.00'

$\Delta=012^{\circ}35'45"$, L=52.76'

N39°25'47"W, CH.=52.65'

S28°23'00"E 38.00'

R=120.00'

$\Delta=035^{\circ}06'49"$, L=73.54'

N15°34'30"W, CH.=72.40'

N66°00'26"E 1092.93'

193.02'
N01°58'55"E
S01°27'35"W
252.39'

R=65.00'

$\Delta=044^{\circ}10'22"$, L=50.11'

N24°04'06"E, CH.=48.88'

CITY OF PORTLAND
BOOK 901, PAGE 328

R=45.00'

$\Delta=035^{\circ}35'28"$, L=27.95'

N28°21'33"E, CH.=27.51'

69.39'
N46°09'16"E
S41°29'40"W
114.33'

S07°25'45"W
122.73'

299.64'
N10°33'49"E

S35°19'25"W
26.62'

METRO
BOOK 2038, PAGE 1604
(OREGON ZOO PROPERTY)

EXHIBIT D

PAGE 2 OF 3

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON
 $\Delta=079^{\circ}56'$

DATE	14APR2016
DRAWN BY	NEM
CHECKED BY	GRA
REVISION	0
JOB NO.	1051-010



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15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157



0 50' 100'

SCALE: 1"=100'

CITY OF PORTLAND
BOOK 901, PAGE 328METRO
BOOK 2038, PAGE 1604
(OREGON ZOO PROPERTY)
 $R=40.00'$
 $\Delta=029^{\circ}56'22"$, $L=20.90'$
 $N04^{\circ}24'22"W$, $CH.=20.66'$
SHARED SIDEWALK
USE EASEMENT 1
 $R=60.00'$
 $\Delta=070^{\circ}01'06"$, $L=73.32'$
 $N15^{\circ}38'00"E$, $CH.=68.84'$
 $N50^{\circ}38'32"E$ 7.56'
 $R=950.00'$
 $\Delta=006^{\circ}20'02"$, $L=105.02'$
 $N55^{\circ}11'34"E$, $CH.=104.97'$
 $R=60.00'$
 $\Delta=063^{\circ}21'24"$, $L=66.35$
 $N26^{\circ}40'53"E$, $CH.=63.02'$
RADIAL $S85^{\circ}00'11"W$ $S74^{\circ}37'00"W$
1.34'

EXHIBIT D
PAGE 3 OF 3
 LOCATED IN SECTION 5
 TOWNSHIP 1 S., RANGE 1 E., W.M.
 MULTNOMAH COUNTY, OREGON

DATE	14APR2016
DRAWN BY	NEM
CHECKED BY	GRA
REVISION	0
JOB NO.	1051-010

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 TIGARD, OREGON 97224 FAX (503) 624-0157

Exhibit E
Zoo Property
Legal Description

EXHIBIT "E"

Real property in the County of Multnomah, State of Oregon, described as follows:

PARCEL 1: THAT TRACT OF LAND SITUATED IN SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 3, THE HIGHLANDS; THENCE NORTH 66° 00' 26" EAST 1092.93 FEET; THENCE NORTH 28° 23' 00" WEST 38.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 28° 23' 00" EAST 38.00 FEET; THENCE SOUTH 1° 27' 35" WEST 252.39 FEET; THENCE SOUTH 41° 20' 40" WEST 114.33 FEET; THENCE SOUTH 7° 25' 45" WEST 122.73 FEET; THENCE SOUTH 35° 19' 25" WEST 26.62 FEET; THENCE SOUTH 9° 18' 50" WEST 159.61 FEET; THENCE SOUTH 19° 22' 00" EAST 292.17 FEET; THENCE SOUTH 19° 04' 25" WEST 50.53 FEET; THENCE SOUTH 57° 52' 35" WEST 135.43 FEET; THENCE SOUTH 47° 04' 20" WEST 134.33 FEET; THENCE SOUTH 74° 37' 00" WEST 406.05 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LINE SUNSET HIGHWAY AS IT PRESENTLY EXISTS (OCTOBER 1, 1977); THENCE ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS:

SOUTH 12° 01' 28" EAST 83.83 FEET; THENCE SOUTH 69° 41' 28" EAST 593.44 FEET; THENCE EASTERLY ALONG THE ARC OF A 1322.5 FEET RADIUS CURVE LEFT 458.58 FEET WHOSE LONG CHORD BEARS NORTH 89° 11' 30" EAST 456.29 FEET; THENCE NORTH 79° 16' 47" EAST 852.06 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF A 771.5 FOOT RADIUS CURVE LEFT 682.50 FEET, WHOSE LONG CHORD BEARS NORTH 53° 56' 08" EAST 660.46 FEET; THENCE NORTH 61° 24' 34" WEST 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 731.5 FOOT RADIUS CURVE LEFT 167.41 FEET, WHOSE LONG CHORD BEARS NORTH 22° 07' 21" EAST 167.04 FEET; THENCE NORTH 15° 29' 31" EAST 225.52 FEET TO THE INTERSECTION WITH A LINE LYING NORTH 75° 37' 00" EAST 520.00 FOOT, PLUS OR MINUS, FROM THE NORTHEAST CORNER OF TRACT E ESTABLISHED IN CIRCUIT COURT J. I. #50, PAGE 290; THENCE NORTH 43° 23' 00" WEST 860.00 FEET; THENCE NORTH 78° 23' 00" WEST 135.00 FEET; THENCE NORTH 71° 23' 00" WEST 100.00 FEET; THENCE NORTH 77° 23' 00" WEST 100.00 FEET; THENCE SOUTH 74° 37' 00" WEST 50.00 FEET; THENCE SOUTH 56° 37' 00" WEST 100.00 FEET; THENCE SOUTH 70° 37' 00" WEST 100.00 FEET; THENCE SOUTH 78° 37' 00" WEST 150.00 FEET; THENCE SOUTH 76° 37' 00" WEST 100.00 FEET; THENCE NORTH 74° 23' 00" WEST 100.00 FEET; THENCE NORTH 48° 23' 00" WEST 130.00 FEET; THENCE NORTH 31° 23' 00" WEST 70.00 FEET; THENCE SOUTH 63° 17' 56" WEST 255.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF OREGON BY DEED RECORDED SEPTEMBER 14, 1988 IN BOOK 2137 PAGE 1531.

PARCEL 2: THAT TRACT OF LAND SITUATED IN SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 3, THE HIGHLANDS, THENCE NORTH 66° 00'26" EAST 1092.93 FEET; THENCE NORTH 28°23'00" WEST 38.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 29°58'40" WEST 25.02 FEET; THENCE NORTH 48°20'12" WEST 31.83 FEET; THENCE NORTH 55°30'17" WEST 190.04 FEET THENCE NORTH 9°58'51" WEST 224.02 FEET; THENCE NORTH 32°57'45" EAST 52.86 FEET; THENCE NORTH 10°21'57" EAST 53.80 FEET; THENCE NORTH 7°51'26" WEST 61.09 FEET; THENCE NORTH 82°08'34" EAST 168.14 FEET; THENCE SOUTH 10°54'3" EAST 9.48 FEET; THENCE SOUTH 18°12'23" EAST 61.00 FEET; THENCE SOUTH 29°12'03" EAST 59.03 FEET; THENCE SOUTH 37°13'08" EAST 72.23 FEET; THENCE SOUTH 44°17'21" EAST 34.77 FEET; THENCE SOUTH 49°36'11" EAST 35.60 FEET; THENCE SOUTH 53°36'14" EAST 45.00 FEET; THENCE SOUTH 53°25'22" EAST 50.88 FEET; THENCE SOUTH 30°26'07" EAST 80.90 FEET; THENCE SOUTH 18°53'35" EAST 39.56 FEET; THENCE SOUTH 18°00'40" EAST 58.08 FEET; THENCE SOUTH 30°18'00" EAST 50.00 FEET; THENCE SOUTH 37°36'00" EAST 50.60 FEET; THENCE SOUTH 45°43'00" EAST 50.0 FEET; THENCE SOUTH 54°07'00" EAST 50.00 FEET ALONG THE EXISTING NORTHERLY BOUNDARY OF THE PORTLAND ZOOLOGICAL GARDENS NORTH 74°23'00" WEST 30.00 FEET; THENCE NORTH 48°23'00" WEST 130.00 FEET; THENCE NORTH 31°23'00" WEST 70.00 FEET; THENCE SOUTH 63°17'56" WEST 255.60 FEET TO THE TRUE POINT OF BEGINNING.

Tax Parcel Number: R326863 and R326866

*First American
Title Company*

Reference No.:495194

County: Multnomah

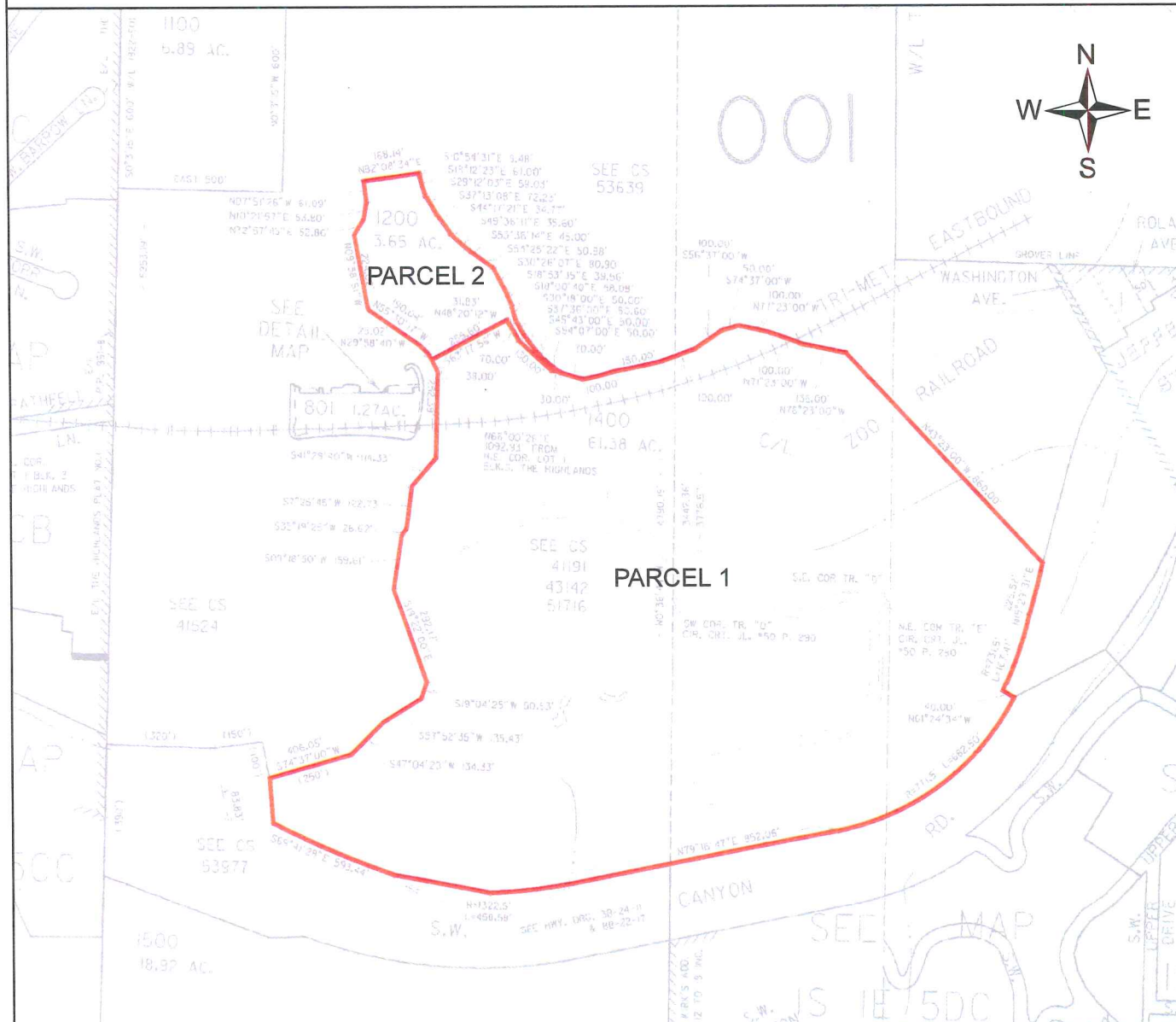
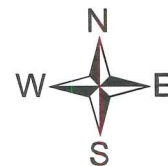
Location Map

Legend



PARCEL 1

PARCEL 2



Tax ID: R326863 and R326866

Short Legal: A Portion of Section 5, T1S, R1E

Map Not
To Scale

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Exhibit F**SIDEWALK AND DRIVEWAY AND DROP-OFF LANE
EASEMENT OPERATIONAL AGREEMENT**

City of Portland Bureau of Parks & Recreation and
Metropolitan Regional Government METRO/Oregon Zoo

This OPERATIONAL AGREEMENT ("Agreement"), made and entered into on this day _____ of _____, 2017 (the "Effective Date") by and between the CITY OF PORTLAND, through its Bureau of Parks & Recreation, a municipal corporation of the State of Oregon (hereinafter referred to as "PP&R") and METRO, a municipal corporation of the State of Oregon (hereinafter referred to as "METRO"). This agreement satisfies the obligations of Ordinance # _____ for the granting of an easement adjacent to the Oregon Zoo in Washington Park.

RECITALS

WHEREAS, METRO, a municipal corporation, owns and operates the Oregon Zoo ("Zoo") in Washington Park, Portland, Oregon.

WHEREAS, the CITY owns Washington Park, which includes most of the lands on the perimeter of the Zoo, including the sidewalks and roadways.

WHEREAS, pursuant to the Washington Park Parking Lot Stormwater Line Intergovernmental Agreement dated _____ (the "IGA"), PP&R agreed to provide an Easement to METRO/Zoo for PP&R property abutting the Zoo's Education Center building to satisfy an outstanding promise from the 2001 Campfire Intergovernmental Agreement between PP&R and Metro. The property contains a driveway and drop off lane accessible from Knights Blvd, a PP&R roadway.

WHEREAS, the Parties agree that the success of the Zoo and of Washington Park as a whole depend, in part, on effective management of transportation and parking, and that needs will vary over time.

WHEREAS, in the roadway and parking lots current configuration the Easement Driveway and Drop off Lane provides an important tool in traffic management.

WHEREAS, both parties have historically used the Easement area to manage traffic during peak park visitor days to route traffic out of the park to the overflow parking areas or other areas using the driveway that exists in the Easement area.

WHEREAS, this Agreement identifies the prioritized uses of the Driveway and Drop-off

Lane Easement area.

WHEREAS, this Agreement shall satisfy the obligations of the IGA for the creation of an operations agreement.

WHEREAS, both Parties agree that the Sidewalk Easement area is also an integral element to the movement of park pedestrians, park visitors, and Zoo guests. In addition, a portion of the sidewalk is recognized as a leg of the 4T Trail system.

NOW, THEREFORE, the Parties hereto covenant and agree as follows:

1. **Term.** The term of this Agreement shall be in perpetuity, so long as the Easement remains in effect. Notwithstanding said term, the parties may amend the terms and conditions of this agreement as necessary, when mutually accepted in writing, as needed.
2. **Use of Easement Sidewalk Area.** The Easement sidewalk area shall be open and accessible to all park and Zoo visitors for general visitor movement. All rights typically afforded to the public along a park sidewalk are permitted in the sidewalk area. PP&R may erect trail signage or other typical park furnishings along the sidewalk area. Zoo and PP&R may dually enforce park rules along the sidewalk area.
3. **Maintenance.** Zoo and PP&R shall mutually share maintenance responsibility for daily clean and care of the Easement sidewalk, driveway, and drop off area. Daily clean and care includes trash clean up and graffiti removal. Zoo shall be responsible for lighting in the Easement driveway. PP&R is responsible for storm water conveyance in the driveway and sidewalks, including catch basin clean out. For major maintenance and improvements, the following outlines the maintenance responsibility:
 - a. **Portions of the Easement disturbed as part of the Zoo's Education Center Project under Non-Park Use Permit #XXXX.** Zoo shall be responsible for major maintenance as necessary on those portions of the Easement in which the Zoo constructed, replaced, installed, or disturbed paving, sidewalks, and utilities, landscaping and fixtures under Non-Park Use Permit #_____ for the construction of the Education Center. Generally, these are all elements installed or disturbed after November 1, 2015 in the Easement area.
 - b. **Portions of the Easement not disturbed as part of the Zoo's Education Center Project.** PP&R shall be responsible for major maintenance on areas of the easement generally existing before November 1, 2015. This generally includes all sidewalk areas of the Easement north of the Zoo's Education Center.
 - c. **Major Improvements or Repairs.** Except for incidental closures due to daily clean and care, if any area of the Easement area must be closed to visitors for maintenance or other reasonable purposes, each party will notify, in writing, the

other party at least 7 calendar days in advance.

4. Use of Easement Driveway and Drop Off Lane.

- a. **Priority of uses.** The Parties acknowledge that there will be competing potential uses of the Driveway Easement. The following constitutes the accepted use and conditions of the Easement driveway and drop off area, starting with the most critical and highest priority, as deemed by both parties:
- b. **Zoo Exclusive Use.** Zoo retains exclusive use of the Easement driveway and drop off lane for the following purposes: drop off and pick up of Zoo camp visitors, drop off and pick up of school groups, and drop off and pick up of other school-aged children attending programming at the Zoo Education Center. In addition, Zoo may use the drop off and driveway for general traffic movement, and the loading and unloading of other Zoo guests and parcels.
- c. **PP&R Scheduled Use.** PP&R may use the Easement area driveway during peak traffic days, to reroute traffic, when requested and granted by Zoo. PP&R shall deliver a request to the Zoo for use of the Easement area driveway by the 20th calendar day of each month, for the following month. This calendar will generally follow the current procedures understood by both parties for notification on the use of overflow parking lot schedules, sent and scheduled monthly. Zoo shall notify PP&R no less than seven calendar days after receipt of said calendar if PP&R's use is either accepted or not accepted for any one or set of proposed days or time periods. PP&R agrees that its use of the driveway may be shared and concurrent with Zoo's priority use. Zoo's non-response to a monthly use request shall be considered tacit approval of PP&R's shared use of the Easement driveway.
- d. **Zoo and PP&R Shared Use.** When the Easement driveway area is not in use by either party, Zoo and PP&R may jointly use the drop off area and driveway lanes for incidental drop off and pick up, such as employee shuttle drop off, volunteer drop off, vendor loading, and other loading and unloading of park and Zoo visitors.

5. Prohibited Uses of Driveway and Drop Off Lane. Zoo and PP&R agree that, except for incidental security or maintenance work, the parking of vehicles other than what is necessary to load or unload persons or parcels is prohibited. Advance written approval by the other party must be obtained for maintenance activity that requires the parking of a maintenance vehicle or other equipment lasting more than seven calendar days.

6. Enforcement of Easement Area. Zoo shall have exclusive enforcement within the driveway easement area for the purposes of issuing parking violations for vehicles that are parked, stopped, or standing in violation of posted signs, and for enforcement of conduct. The shared sidewalk area may be enforced jointly by PP&R and Zoo. Areas outside of the easement shall only be enforced by PP&R.

7. Traffic Spillover Control. Traffic spillover blocks through travel and represents a safety

hazard for all park visitors and property. The parties anticipate two type of traffic spillover and agree to the following actions for each:

- a. *Easement driveway onto Knights Blvd.* During times when Zoo has invoked exclusive use as provided in Section 4(b), the zoo will collaborate with the Washington Park Transportation Management Association to address the response to spillover occurrences that detrimentally impact traffic on Knights Blvd between the Hwy 26 exit and the main parking lot. Actions may include redirecting vehicles to alternative locations in parking lots A, B and C to drop off and pick up camp visitors, school groups, and other school-aged children attending programming at the Zoo Education Center, as well as actions to move traffic from the Knights Blvd. travel lanes.
 - b. *Knights Blvd onto the Hwy 26 freeway off ramps.* Except as set forth in 7(a) above, during times when Washington Park South Entry traffic is unexpectedly at peak levels and the traffic detrimentally impacts Hwy 26 freeway off ramps, PP&R may use the Easement Driveway to redirect traffic back towards the freeway off ramps. PP&R will notify Zoo prior to commencing with traffic redirection and will work collaboratively with Zoo to ensure such redirection does not create safety hazards for Zoo camp visitors, drop off and pick up of school groups, and drop off and pick up of other school-aged children attending programming at the Zoo Education Center. Both parties, as well as Washington Park Transportation Management Association, will work in good faith to balance the competing potential uses of the driveway lane with safety and spillover traffic impacts.
7. **Signage.** The Parties agree that the effective and efficient use of the drop off and driveway lane depends upon adequate directional signage so that park visitors can find their intended locations, reduce visitor confusion and to enhance the flow of traffic. The parties will work collaboratively and in good faith to reduce visual clutter, present a unified look, and effectively inform drivers about the entrance to the drop off and driveway lanes for zoo exclusive, PP&R scheduled use, or Zoo and PP&R shared uses as outlined in 4 (b), (c) & (d) . Both parties will remove temporary signs in a timely manner when not needed.
8. **Future use of Lot A and Lot C.** The Zoo shall endeavor to maximize the use of the easement area for camp pick up and school group pick up. If there are impacts from those activities on traffic, the zoo will work in good faith with PP&R to identify efficient and effective locations for those activities to occur balanced against impacts to other transportation and parking uses. Future improvements or modifications to traffic flow, traffic lanes, or drop-off areas in lots A, B and C may be identified to improve the operations of the access and transportation system. Examples include the previously identified and discussed zoo desire to create a bus and auto drop-off and pick-up area in lot C from just north of the zoo's main entrance to the Kingston Blvd adjacent to or using zoo and city property. This improvement would minimize pick-up and drop-off impacts

to auto traffic and the bike lane.

9. Amendments. The Parties expect that needs will change over time and agree to periodically review this agreement and amend it by mutual written agreement. Amendments to the Operational Agreement may be executed by the Director of Portland Parks & Recreation and _____ for the Zoo.

METRO

By: _____

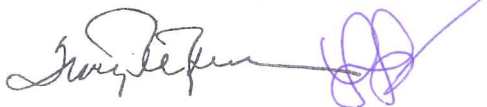
Date: _____

**CITY OF PORTLAND
PORTLAND PARKS & RECREATION**

Mike Abbaté, Director

Date: _____

APPROVED AS TO FORM



CITY ATTORNEY