EXHIBIT A

River View Cemetery Park Boundary Map
City of Portland

184564

Proposed acquisition boundaries

Perennial streams

Intermittent streams

Public Easements

April 1, 2011

0 250 500 Feet

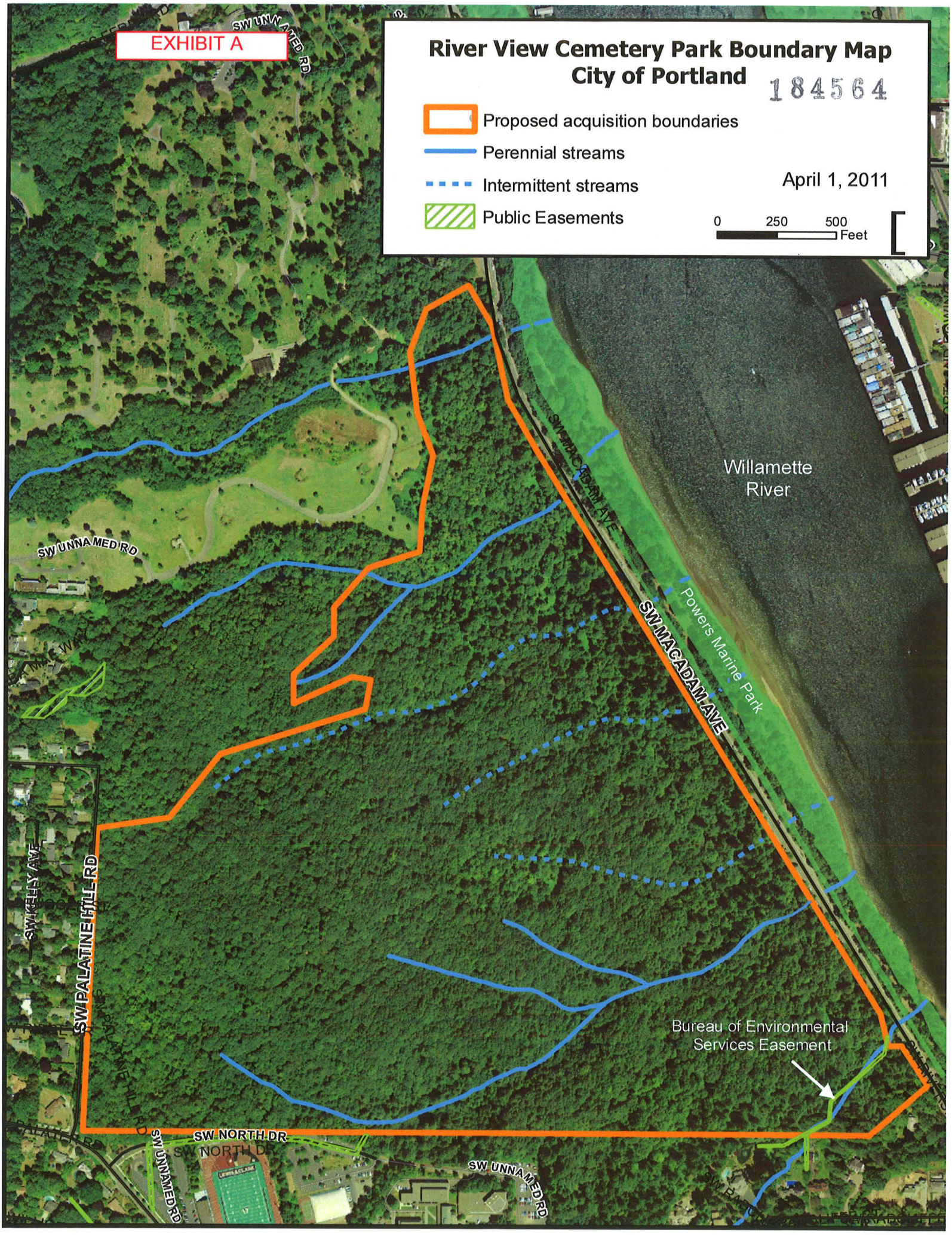

EXHIBIT B

UNSECURED PROMISSORY NOTE

$750,000 Portland, Oregon

Obligation:

THE CITY OF PORTLAND, a municipality of the State of Oregon (hereinafter "Maker"), does hereby promise to pay THE TRUST FOR PUBLIC LAND, a California non-profit public benefit corporation, doing business in Oregon (hereinafter "Payee"), at Payee's Oregon Field Office, 806 S.W. Broadway, Suite 300, Portland, Oregon 97205, or such other place as Payee may designate, on the Due Date, the principal amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000).

This obligation is the repayment to Payee of a part of the purchase price that Payee has agreed to in the context of a sale to Maker of real property for public park purposes (hereinafter "Sale"). This document incorporates by reference that related Agreement for Purchase and Sale between Payee and Maker on or about _____, 2011.

Principal Amount:

The principal amount of this obligation is $750,000 (Seven Hundred Fifty Thousand Dollars).

Compounded Interest:

This obligation shall not bear interest for the first 12 months of the term. Thereafter, the outstanding principal balance of the this note shall bear interest until repaid in full at a fluctuating annual rate equal to the 'prime rate' published in the Wall Street Journal as the interest rate commercial banks charge their most creditworthy borrowers plus three percent (3%).

Term/Due Date:

The principal balance may be paid at any time but no later than 24 months from the Closing Date of the Sale (hereinafter the "Due Date"), at which time the entire principal amount and any accrued interest shall be due to Payee.

Default:

If Maker fails to pay Payee the entire principal amount by the Due Date, then the interest amount shall be the prime rate plus three percent (3%)per annum on the original principal, compounded on a monthly basis for the entire 24 month period. If Maker fails to pay Payee the entire principal and accrued interest, if any, by the Due Date then Payee may seek any lawful remedies.

Early Payment:

Maker may pay Payee all or a part of this obligation prior to the Due Date without any penalty or additional fee or cost to Maker.

Jurisdiction:

The laws of the State of Oregon shall govern this note and the Maker and Payee agree that the state court of general jurisdiction located in Multnomah County, Oregon shall be the controlling jurisdiction with regard to any dispute associated with this instrument.

MAKER: CITY OF PORTLAND

By: _____
Nick Fish, Commissioner

Date:_____

Approved as to Form

_____
Deputy City Attorney

PAYEE: THE TRUST FOR PUBLIC LAND

By: _____

Name:

Date:_____

EXHIBIT C

After recording return to:

Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232-2736

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this "Easement") is entered into this _____day of _____, 2011, by and between City of Portland ("Grantor"), by and through its Bureau of Parks and Recreation and by and through its Bureau of Environmental Services and Metro, an Oregon municipal corporation ("Holder").

RECITALS

A. Grantor is the fee simple owner of that certain real property approximately 145 acres in size located in the County of Multnomah, State of Oregon, commonly known as River View Cemetery and more particularly described on the attached Exhibit A (the "Property").

B. On November 7, 2006, the voters approved Ballot Measure 26-80 (the "2006 Natural Areas Bond Measure"), which provided Holder with funds for the acquisition of natural areas from willing sellers. The 2006 Natural Areas Bond Measure was designed to provide Holder with the ability to protect the region's significant natural areas, fish and wildlife habitat, greenways, water quality, and lands near rivers and streams.

C. The Property is located within the Willamette Greenway Target Area, a target area specifically identified in the 2006 Natural Areas Bond Measure, which area is regionally significant because it provides protection for wildlife habitat and water quality, a connected riverfront corridor for wildlife and people, a refuge and rearing habitat for salmonids.

D. Grantor has purchased the Property with funds provided, in part, by Holder. In exchange for receipt of such funds, Grantor has agreed to grant to Holder a conservation easement to preserve the natural features of the Property that provide significant wildlife habitat values and contribute to water quality.

For valuable consideration, the receipt of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions, and restrictions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Grant of Conservation Easement. For and in consideration of the sum of TWO MILLION DOLLARS ($2,000,000) and of the mutual promises, terms, conditions, restrictions and undertakings herein set forth, Grantor hereby voluntarily grants to Holder a perpetual, non-possessory conservation easement, in gross, on, over, under, and across the Property. This Easement is being created and acquired in accordance with ORS 271.715 to 271.795, and the provisions herein shall be construed and applied accordingly.

2. Purpose.

(a) General Purpose. The general purposes of this Easement are to ensure that the Property will be retained forever predominantly in its natural condition for:

1. "The protection of 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));

2. "The preservation of land areas for outdoor recreation by, or the education of, the general public" (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(i));

3. "The preservation of certain open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the general public ... and will yield a significant benefit" (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(iii)); and

4. "Protecting natural, scenic, or open space values of real property, ensuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, [and] maintaining or enhancing air or water quality..." (as that phrase is used in ORS 271.715(1)).

(b) Specific Purposes; Conservation Values. The more specific purpose of this Easement is to prevent any use of, or activity on, the Property that will impair or interfere with the Conservation Values, as such term is defined herein. Grantor and Holder have identified that the Property provides protection for important wildlife habitat and water quality, connects riverfront natural areas that function as important corridors for wildlife and people, and is an important refuge and rearing habitat for salmonids along the Willamette River's main stem. These characteristics of the Property (the "Conservation Values") shall be preserved, protected, and enhanced under this Easement. The Conservation Values include:

1. At 145 acres, the Property contains the largest remaining unprotected and undeveloped habitat patch in the West Hills Wildlife Corridor. The large habitat patch size provides critical interior habitat particularly for species that demonstrate patch-size preference. Additionally, native species diversity and wildlife population stability increase with increasing habitat patch size.

2. The Property supports mature Douglas fir and western red cedar forest including large trees, vertical diversity and canopy gaps. The higher level of structural diversity in mature forest structure tends to host more native wildlife.

3. The protection of seven intermittent and perennial streams and the associated riparian forest provides benefits to water quality and wildlife, including stream shade for favorable water temperatures, stream bank protection, runoff filtration, large wood recruitment, wildlife breeding habitat and travel corridors.

4. The Property's location, due north of Tryon Creek State Park, helps to create and maintain a key connection within the West Willamette Wildlife Corridor.

5. Cold water flowing from the perennial streams located on the Property creates much needed temperature refuge for salmonids in the main-stem Willamette River.

3. Prohibited and Permitted Uses.

(a) Prohibited Uses. Subject to encumbrances of record on the Property and the terms of the Dunthorpe-Riverdale Service District and City of Portland Sewage Transportation, Treatment, Maintenance and Engineering Services Agreement adopted pursuant to City Ordinance No. 180597, Grantor shall not engage in any activity on, or use of, the Property that is inconsistent with the terms of this Easement or materially interferes with or impairs the Conservation Values of the Property. Without limiting the generality of the forgoing, the activities and uses described on the attached Exhibit B are expressly prohibited.

(b) Permitted Uses. Grantor reserves all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the

terms of this Easement or expressly prohibited herein. Grantor intends to operate the Property as an open space, natural area. Grantor's permitted uses shall therefore include public access for nature based recreation, such as hiking and nature watching, environmental education and research. Grantor reserves the right to enter the Easement Area at any time for the purpose of managing, maintaining, and improving the Easement Area in a manner consistent with the intent of this Easement. Permitted maintenance activities include, but are not limited to, vegetation management and riparian channel restoration. Permitted improvement activities include, but are not limited to, pruning, invasive species removal, planting, habitat restoration, stream bank stabilization and/or restoration, and monitoring. Grantor shall provide Holder with not less than thirty (30) days written notice prior to (a) applying for any building, or construction permit, and (b) undertaking any activity that could materially interfere with or impair the Conservation Values of the Property.

4. Initial Stabilization Actions. As of the Effective Date of this Easement, Holder and Grantor acknowledge that the Property is heavily impacted by multiple invasive species, degrading overall forest health and threatening the existing canopy. Although Grantor will be adopting detailed Vegetation and Site Stabilization and Management Plans after the Effective Date of this Agreement, to prevent further degradation of the site and to protect the Conservation Values, Grantor has agreed to perform certain stabilization activities during the first three years it owns the Property, which activities are listed on the attached Exhibit C (the "Required Stabilization Activities"). In the event Grantor fails to substantially perform the Required Stabilization Activities within the three-year time period, Holder will have the right, but not the obligation, to perform (or cause to be performed) such activities; provided, however, that Holder shall first give written notice to Grantor of its noncompliance with this Section 4 and provide Grantor with a reasonable period to cure. Grantor shall reimburse Holder for all costs and expenses incurred by Holder associated with such performance. This remedy shall be in addition to any other remedy available to Holder in Section 6 below.

5. Baseline Documentation. The current condition of the Property is documented in an inventory of relevant features of the Property, dated _____, 2011, on file at the offices of Holder, and signed by Grantor for identification purposes (the "Baseline Documentation"). The parties agree that the Baseline Documentation provides an accurate representation and description of the Property at the time of this grant. The Baseline Documentation is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Easement. Holder shall have the right to access the Property at any time for the purpose of monitoring compliance with the terms of this Easement.

6. Enforcement and Remedies.

(a) Notice of Violation. Holder shall have the right to prevent any use of, or activity on, the Property that is inconsistent with the purpose and terms of this Easement. If Holder determines that Grantor, or third parties under Grantor's authority or permission, are in violation of the terms of this Easement, Holder shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. In the event that such violation involves injury to the Property resulting from any use or activity inconsistent with the purpose and terms of this Easement, such notice shall demand that Grantor, at Grantor's sole cost and expense, restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Holder.

(b) Failure to Cure. If Grantor fails to cure a violation within 30 days after Grantor's receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing the violation within the 30-day period, Holder may bring an action at law or in equity to (i) enforce the terms of this Easement, (ii) enjoin the violation by a temporary, preliminary, and/or permanent injunction, (iii) recover any damages to which Holder may be entitled for such violation of the terms of this Easement, and (iv) require the restoration of the Property to the condition and appearance that existed prior to such violation.

(c) Emergency Enforcement. If Holder, in its sole discretion, reasonably determines that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Holder may enter the Property to prevent or mitigate further damage to or alteration of the Property necessary to protect the

Conservation Values or otherwise pursue its remedies under this Section 5 without prior notice to Grantor and without waiting for the expiration of the cure period set forth above in subsection 5(b).

(d) Nature of Remedies. Holder shall have available all legal and equitable remedies to enforce Grantor's obligations hereunder. Grantor agrees that Holder's remedies at law for any violation of the terms of this Easement are inadequate, and that Holder shall be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including without limitation specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's rights under this Section 5 shall be cumulative, in addition to all remedies now or hereafter existing at law or in equity, and apply equally in the event of either actual or threatened violations of the terms of this Easement.

(e) Costs of Enforcement. Grantor shall reimburse Holder for any reasonable costs or expenses incurred by Holder in enforcing the terms of this Easement necessitated by Grantor's violation of the terms of this Easement including reasonable court costs, not to include attorney's fees, and costs of restoration mitigation.

(f) Holder's Discretion to Enforce. Enforcement of the terms of this Easement is at the discretion of Holder. Any forbearance by Holder to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor, its agents, employees, contractors, family members, invitees, or licensees shall not be deemed or construed to be a waiver by Holder of such term under this Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(g) Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Easement and has had the opportunity to consult with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Holder or its successors or assigns under or pertaining to this Easement based upon waiver, laches, estoppel, adverse possession, or prescription.

(h) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Holder 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 (1) causes beyond Grantor's control including, without limitation, natural changes, fire, flood, storm or earth movement, acts of trespassers, or (2) any reasonable and prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Liability and Indemnification.

(a) Liability. The parties acknowledge and agree that because Grantor is the fee owner of the Property, except as specifically provided for under subsection (b) below, the general liability for risks, damages, injuries, claims, or costs arising by virtue of Grantor's ownership and use of the Property shall remain with Grantor as a normal and customary incident of the right of Property ownership. Nothing in this Easement shall be construed as giving rise to any right or ability of Holder to become an "owner" or "operator" of the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or ORS Chapters 465 and 466, as amended.

(b) Indemnification. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, Grantor shall indemnify, defend, and hold harmless Holder (and Holder's officers, employees and agents) from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grantor and Grantor's invitees on the Property. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, Holder shall indemnify, defend, and hold harmless Grantor from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of

any nature resulting from, arising out of, or relating to the activities of Holder (or Holder's officers, employees and agents) on the Property, except to the extent such damages are due to Grantor's or Grantor's invitees' negligence or willful misconduct, or to any breach of this Easement by Grantor or Grantor's invitees.

8. Covenants Running With the Land. The parties acknowledge and agree that the covenants and agreements set forth in this Easement are intended to bind Grantor, Holder, and their respective successors and assigns. The Property shall be held, conveyed, mortgaged, pledged as security for a debt, leased, used, and occupied subject to the covenants, conditions, restrictions, and other limitations set forth in this Easement (the "Restrictions"). All and each of the Restrictions are imposed as equitable servitudes upon the Property and every part thereof shall run with the land. Furthermore, all and each of the Restrictions shall be binding upon and burden, and shall inure to the benefit of, all persons having or acquiring any right, title, or interest to either the Property or the Property.

9. Amendment. Grantor and Holder may mutually agree in writing to amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Holder under any applicable laws, including 26 U.S.C. § 170(h), as amended (or any successor provision(s) then applicable), and ORS 271.715-795. In no event shall the "economic hardship" of Grantor constitute a changed circumstance that would allow Grantor to unilaterally amend this Easement.

10. Assignment. With the written consent of Grantor, which consent shall not be unreasonably withheld, this Easement is transferable by Holder, but Holder may only assign its rights and obligations hereunder to an organization that is a "qualified organization" at the time of the transfer under 26 U.S.C. § 170(h)(3) (or any successor provision then applicable) and authorized to acquire and hold conservation easements under ORS 271.715 to 271.795 (or any successor provisions then applicable). Holder shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment. In the event that an assignee assumes the obligations of Holder hereunder, then Holder shall have no further liability with respect to this Easement.

11. Recording. Grantor shall immediately record this instrument, and any amendment agreed to pursuant to Section 8, in the official records of the county within which the Property is located, and in any other appropriate jurisdictions, and Holder may re-record it at any time as may be required to preserve Holder's rights in this Easement.

12. Notice and 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 mail, postage prepaid, to the address set forth below. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To Grantor:	Portland Parks & Recreation Property Management 1120 SW 5th, Room 1302 Portland OR 97204
	Bureau of Environmental Services Watershed Services Acquisition Manager 1120 SW 5th, Room 1000 Portland, OR 97204
With a copy to:	Office of the City Attorney 1221 SW 4th Ave. Portland, OR 97204

To Holder: Metro
Natural Areas Program Director
600 NE Grand Avenue
Portland, OR 97232

With a copy to: Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232

13. General Provisions.

(a) Governing Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon.

(b) Liberal Construction and Conservation Intent. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of ORS Chapter 271. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Any ambiguities in this Easement shall be construed in a manner which best effectuates the Conservation Values for the Property.

(c) Changed Circumstances. Grantor and Holder acknowledge that future conditions may change in the areas neighboring the Property, including without limitation, increased development, land use, and zoning changes. Grantor and Holder further acknowledge that such future conditions may result in various hardships to Grantor by virtue of the restrictions contained in this Easement, including without limitation, restrictions on the ability to develop the Property. However, Grantor and Holder expressly intend that this Easement continue in perpetuity regardless of such changes conditions and circumstances and regardless of hardship, whether such hardship is economic or otherwise. In no event shall the hardship of Grantor constitute a changed circumstance that would allow Grantor to unilaterally terminate this Easement.

(d) Severability. If any provision of this Easement, or its application to any person, entity, or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

(e) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 8.

(f) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon assignment of that party's interest in the Easement or transfer of the Property, except that liability for acts or omissions occurring prior to transfer shall survive assignment or transfer.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

HOLDER:

METRO, an Oregon municipal corporation

GRANTOR:

THE CITY OF PORTLAND, by and through its Bureau of Parks

184564

After recording return to:

Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232-2736

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this "Easement") is entered into this _____day of _____, 2011, by and between City of Portland ("Grantor"), by and through its Bureau of Parks and Recreation and by and through its Bureau of Environmental Services and Metro, an Oregon municipal corporation ("Holder").

RECITALS

A. Grantor is the fee simple owner of that certain real property approximately 145 acres in size located in the County of Multnomah, State of Oregon, commonly known as River View Cemetery and more particularly described on the attached Exhibit A (the "Property").

B. On November 7, 2006, the voters approved Ballot Measure 26-80 (the "2006 Natural Areas Bond Measure"), which provided Holder with funds for the acquisition of natural areas from willing sellers. The 2006 Natural Areas Bond Measure was designed to provide Holder with the ability to protect the region's significant natural areas, fish and wildlife habitat, greenways, water quality, and lands near rivers and streams.

C. The Property is located within the Willamette Greenway Target Area, a target area specifically identified in the 2006 Natural Areas Bond Measure, which area is regionally significant because it provides protection for wildlife habitat and water quality, a connected riverfront corridor for wildlife and people, a refuge and rearing habitat for salmonids.

D. Grantor has purchased the Property with funds provided, in part, by Holder. In exchange for receipt of such funds, Grantor has agreed to grant to Holder a conservation easement to preserve the natural features of the Property that provide significant wildlife habitat values and contribute to water quality.

For valuable consideration, the receipt of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions, and restrictions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Grant of Conservation Easement. For and in consideration of the sum of TWO MILLION DOLLARS ($2,000,000) and of the mutual promises, terms, conditions, restrictions and undertakings herein set forth, Grantor hereby voluntarily grants to Holder a perpetual, non-possessory conservation easement, in gross, on, over, under, and across the Property. This Easement is being created and acquired in accordance with ORS 271.715 to 271.795, and the provisions herein shall be construed and applied accordingly.

2. Purpose.

(a) General Purpose. The general purposes of this Easement are to ensure that the Property will be retained forever predominantly in its natural condition for:

1. "The protection of 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));

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3. "The preservation of certain open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the general public ... and will yield a significant benefit" (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(iii)); and

4. "Protecting natural, scenic, or open space values of real property, ensuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, [and] maintaining or enhancing air or water quality..." (as that phrase is used in ORS 271.715(1)).

(b) Specific Purposes; Conservation Values. The more specific purpose of this Easement is to prevent any use of, or activity on, the Property that will impair or interfere with the Conservation Values, as such term is defined herein. Grantor and Holder have identified that the Property provides protection for important wildlife habitat and water quality, connects riverfront natural areas that function as important corridors for wildlife and people, and is an important refuge and rearing habitat for salmonids along the Willamette River's main stem. These characteristics of the Property (the "Conservation Values") shall be preserved, protected, and enhanced under this Easement. The Conservation Values include:

1. At 145 acres, the Property contains the largest remaining unprotected and undeveloped habitat patch in the West Hills Wildlife Corridor. The large habitat patch size provides critical interior habitat particularly for species that demonstrate patch-size preference. Additionally, native species diversity and wildlife population stability increase with increasing habitat patch size.

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3. The protection of seven intermittent and perennial streams and the associated riparian forest provides benefits to water quality and wildlife, including stream shade for favorable water temperatures, stream bank protection, runoff filtration, large wood recruitment, wildlife breeding habitat and travel corridors.

4. The Property's location, due north of Tryon Creek State Park, helps to create and maintain a key connection within the West Willamette Wildlife Corridor.

5. Cold water flowing from the perennial streams located on the Property creates much needed temperature refuge for salmonids in the main-stem Willamette River.

3. Prohibited and Permitted Uses.

(a) Prohibited Uses. Subject to encumbrances of record on the Property and the terms of the Dunthorpe-Riverdale Service District and City of Portland Sewage Transportation, Treatment, Maintenance and Engineering Services Agreement adopted pursuant to City Ordinance No. 180597, Grantor shall not engage in any activity on, or use of, the Property that is inconsistent with the terms of this Easement or materially interferes with or impairs the Conservation Values of the Property. Without limiting the generality of the forgoing, the activities and uses described on the attached Exhibit B are expressly prohibited.

(b) Permitted Uses. Grantor reserves all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the terms of this Easement or expressly prohibited herein. Grantor intends to operate the Property as an open space, natural area. Grantor's permitted uses shall therefore include public access for nature based recreation, such as hiking and nature watching, environmental education and research. Grantor reserves the right to enter the Easement Area at any time for the purpose of managing, maintaining, and improving the Easement Area in a manner consistent with the intent of this Easement. Permitted maintenance activities include, but are not limited to, vegetation management and riparian channel restoration. Permitted improvement activities include, but are not limited to, pruning, invasive species removal, planting, habitat restoration, stream bank stabilization and/or restoration, and monitoring. Grantor shall provide Holder with not less than thirty (30) days written notice prior to (a) applying for any building, or construction permit, and (b) undertaking any activity that could materially interfere with or impair the Conservation Values of the Property.

4. Initial Stabilization Actions. As of the Effective Date of this Easement, Holder and Grantor acknowledge that the Property is heavily impacted by multiple invasive species, degrading overall forest health and threatening the existing canopy. Although Grantor will be adopting detailed Vegetation and Site Stabilization and Management Plans after the Effective Date of this Agreement, to prevent further degradation of the site and to protect the Conservation Values, Grantor has agreed to perform certain stabilization activities during the first three years it owns the Property, which activities are listed on the attached Exhibit C (the "Required Stabilization Activities"). In the event Grantor fails to substantially perform the Required Stabilization Activities within the three-year time period, Holder will have the right, but not the obligation, to perform (or cause to be performed) such activities; provided, however, that Holder shall first give written notice to Grantor of its noncompliance with this Section 4 and provide Grantor with a reasonable period to cure. Grantor shall reimburse Holder for all costs and expenses incurred by Holder associated with such performance. This remedy shall be in addition to any other remedy available to Holder in Section 6 below.

5. Baseline Documentation. The current condition of the Property is documented in an inventory of relevant features of the Property, dated _____, 2011, on file at the offices of Holder, and signed by Grantor for identification purposes (the "Baseline Documentation"). The parties agree that the Baseline Documentation provides an accurate representation and description of the Property at the time of this grant. The Baseline Documentation is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Easement. Holder shall have the right to access the Property at any time for the purpose of monitoring compliance with the terms of this Easement.

6. Enforcement and Remedies.

(a) Notice of Violation. Holder shall have the right to prevent any use of, or activity on, the Property that is inconsistent with the purpose and terms of this Easement. If Holder determines that Grantor, or third parties under Grantor's authority or permission, are in violation of the terms of this Easement, Holder shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. In the event that such violation involves injury to the Property resulting from any use or activity inconsistent with the purpose and terms of this Easement, such notice shall demand that Grantor, at Grantor's sole cost and expense, restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Holder.

(b) Failure to Cure. If Grantor fails to cure a violation within 30 days after Grantor's receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing the violation within the 30-day period, Holder may bring an action at law or in equity to (i) enforce the terms of this Easement, (ii) enjoin the violation by a temporary, preliminary, and/or permanent injunction, (iii) recover any damages to which Holder may be entitled for such violation of the terms of this Easement, and (iv) require the restoration of the Property to the condition and appearance that existed prior to such violation.

(c) Emergency Enforcement. If Holder, in its sole discretion, reasonably determines that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Holder may enter the Property to prevent or mitigate further damage to or alteration of the Property necessary to protect the Conservation Values or otherwise pursue its remedies under this Section 5 without prior notice to Grantor and without waiting for the expiration of the cure period set forth above in subsection 5(b).

(d) Nature of Remedies. Holder shall have available all legal and equitable remedies to enforce Grantor's obligations hereunder. Grantor agrees that Holder's remedies at law for any violation of the terms of this Easement are inadequate, and that Holder shall be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including without limitation specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's rights under this Section 5 shall be cumulative, in addition to all remedies now or hereafter existing at law or in equity, and apply equally in the event of either actual or threatened violations of the terms of this Easement.

(e) Costs of Enforcement. Grantor shall reimburse Holder for any reasonable costs or expenses incurred by Holder in enforcing the terms of this Easement necessitated by Grantor's violation of the terms of this Easement including reasonable court costs, not to include attorney's fees, and costs of restoration mitigation.

(f) Holder's Discretion to Enforce. Enforcement of the terms of this Easement is at the discretion of Holder. Any forbearance by Holder to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor, its agents, employees, contractors, family members, invitees, or licensees shall not be deemed or construed to be a waiver by Holder of such term under this Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(g) Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Easement and has had the opportunity to consult with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Holder or its successors or assigns under or pertaining to this Easement based upon waiver, laches, estoppel, adverse possession, or prescription.

(h) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Holder 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 (1) causes beyond Grantor's control including, without limitation, natural changes, fire, flood, storm or earth movement, acts of trespassers, or (2) any reasonable and prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Liability and Indemnification.

(a) Liability. The parties acknowledge and agree that because Grantor is the fee owner of the Property, except as specifically provided for under subsection (b) below, the general liability for risks, damages, injuries, claims, or costs arising by virtue of Grantor's ownership and use of the Property shall remain with Grantor as a normal and customary incident of the right of Property ownership. Nothing in this Easement shall be construed as giving rise to any right or ability of Holder to become an "owner" or "operator" of the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or ORS Chapters 465 and 466, as amended.

(b) Indemnification. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, Grantor shall indemnify, defend, and hold harmless Holder (and Holder's officers, employees and agents) from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grantor and Grantor's invitees on the Property. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, Holder shall indemnify, defend, and hold harmless Grantor from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or relating to the activities of Holder (or Holder's officers, employees and agents) on the Property, except to the extent such damages are due to Grantor's or Grantor's invitees' negligence or willful misconduct, or to any breach of this Easement by Grantor or Grantor's invitees.

8. Covenants Running With the Land. The parties acknowledge and agree that the covenants and agreements set forth in this Easement are intended to bind Grantor, Holder, and their respective successors and assigns. The Property shall be held, conveyed, mortgaged, pledged as security for a debt, leased, used, and occupied subject to the covenants, conditions, restrictions, and other limitations set forth in this Easement (the "Restrictions"). All and each of the Restrictions are imposed as equitable servitudes upon the Property and every part thereof shall run with the land. Furthermore, all and each of the Restrictions shall be binding upon and burden, and shall inure to the benefit of, all persons having or acquiring any right, title, or interest to either the Property or the Property.

9. Amendment. Grantor and Holder may mutually agree in writing to amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Holder under any applicable laws, including 26 U.S.C. § 170(h), as amended (or any successor provision(s) then applicable), and ORS 271.715-795. In no event shall the "economic hardship" of Grantor constitute a changed circumstance that would allow Grantor to unilaterally amend this Easement.

10. Assignment. With the written consent of Grantor, which consent shall not be unreasonably withheld, this Easement is transferable by Holder, but Holder may only assign its rights and obligations hereunder to an organization that is a "qualified organization" at the time of the transfer under 26 U.S.C. § 170(h)(3) (or any successor provision then applicable) and authorized to acquire and hold conservation easements under ORS 271.715 to 271.795 (or any successor provisions then applicable). Holder shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment. In the event that an assignee assumes the obligations of Holder hereunder, then Holder shall have no further liability with respect to this Easement.

11. Recording. Grantor shall immediately record this instrument, and any amendment agreed to pursuant to Section 8, in the official records of the county within which the Property is located, and in any other appropriate jurisdictions, and Holder may re-record it at any time as may be required to preserve Holder's rights in this Easement.

12. Notice and 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 mail, postage prepaid, to the address set forth below. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To Grantor: Portland Parks & Recreation
Property Management
1120 SW 5th, Room 1302
Portland OR 97204

Bureau of Environmental Services
Watershed Services Acquisition Manager
1120 SW 5th, Room 1000
Portland, OR 97204

With a copy to: Office of the City Attorney
1221 SW 4th Ave.
Portland, OR 97204

To Holder: Metro
Natural Areas Program Director
600 NE Grand Avenue
Portland, OR 97232

With a copy to: Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232

13. General Provisions.

(a) Governing Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon.

(b) Liberal Construction and Conservation Intent. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of ORS Chapter 271. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Any ambiguities in this Easement shall be construed in a manner which best effectuates the Conservation Values for the Property.

(c) Changed Circumstances. Grantor and Holder acknowledge that future conditions may change in the areas neighboring the Property, including without limitation, increased development, land use, and zoning changes. Grantor and Holder further acknowledge that such future conditions may result in various hardships to Grantor by virtue of the restrictions contained in this Easement, including without limitation, restrictions on the ability to develop the Property. However, Grantor and Holder expressly intend that this Easement continue in perpetuity regardless of such changes conditions and circumstances and regardless of hardship, whether such hardship is economic or otherwise. In no event shall the hardship of Grantor constitute a changed circumstance that would allow Grantor to unilaterally terminate this Easement.

(d) Severability. If any provision of this Easement, or its application to any person, entity, or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

(e) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 8.

(f) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon assignment of that party's interest in the Easement or transfer of the Property, except that liability for acts or omissions occurring prior to transfer shall survive assignment or transfer.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

HOLDER:

METRO, an Oregon municipal corporation

By: _____

Name: _____

Title: _____

GRANTOR:

THE CITY OF PORTLAND, by and through its Bureau of Parks

By: _____

Name: _____

Title: _____

THE CITY OF PORTLAND, by and through its Bureau of Environmental Services

By: _____

Name: _____

Title: _____

Approved as to Form:

By: : _____
Deputy City Attorney

State of OREGON

County of MULTNOMAH

This instrument was acknowledged before me on _____, 2011, by

_____ as _____ of Metro.

_____

Notary Public - State of Oregon

State of OREGON

County of MULTNOMAH

This instrument was acknowledged before me on _____, 2011, by

_____ as _____ of The City of Portland.

_____

Notary Public - State of Oregon

State of OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2011, by

_____ as _____ of The City of Portland.

_____

Notary Public - State of Oregon

Exhibit A

Property Description

Exhibit B

Grantor's Prohibited Uses and Activities

1. The partition, division, subdivision, or *de facto* division of the Property.

2. Residential, commercial, or industrial use, activities, improvements, or development of any kind, except in support of permitted uses such as environmental education or nature-based recreation including soft surface trails, viewing platforms, kiosks and signage.

3. The excavating, draining, dredging, mining, drilling, removing or exploring for or extracting of minerals, oil, gas, coal, and other hydrocarbons, soils, sands, gravel, rocks or any other materials on or below the surface of the Property.

4. Unless as part of a restoration activity, the manipulation or alteration, diminution, or drainage of any natural water course, wetland, stream bank, riparian area, shoreline, or body of water on the Property, any activity that causes or is likely to cause significant pollution of any surface of subsurface waters, or any use or activity that causes or is likely to cause significant soil degradation or erosion.

5. Agricultural activities of any kind, including, without limitation, the establishment and maintenance of a livestock corral, personal gardens, row crops, haying, grazing, livestock watering, or other pasture uses.

6. The placing, filling, storing, processing, disposing, dumping, depositing, abandonment, discharging, or release of any gaseous, liquid, solid, or hazardous wastes, substances, materials, trash, or debris of whatever nature on, in, over, or under the ground or into the surface or ground water of the Property.

7. The introduction or planting of any non-native, noxious, or invasive species; provided, however, that non-native, non-noxious, and non-invasive species may be introduced for temporary erosion control.

Exhibit C

Required Vegetation Stabilization Activities:

1) Release 80% of native canopy from invasive clematis and ivy to support mature forest structure and maintain cool water in streams.
2) Treat 100% of Early Detection and Rapid Response (EDRR) weeds to improve interior forest habitat.
3) Decrease groundcover ivy and blackberry to <20% in high priority areas (riparian, wetlands) to promote native species diversity and forest structural diversity.

Required Site Stabilization and Management Activities:

1) Mark Property boundaries and install signage to identify the Property as a City-owned natural area
2) Install barriers and fencing as needed to control unauthorized vehicular access
3) Remove unauthorized improvements and decommission unsustainable trails as necessary to prevent substantial stream and wetland degradation and to reduce the risk of erosion.