

187036

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

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

CONSERVATION AND STREAM ENHANCEMENT EASEMENT
HARRISON PROPERTY

GRANTOR: **Roger R. Harrison and Kathleen M. Harrison**
48080 SE Coalman Road
Sandy, OR 97055

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

I. **RECITALS**

WHEREAS, Roger R. Harrison and Kathleen M. Harrison (hereafter "Grantor") own in fee simple that certain real property (the "Property") in Clackamas County, Oregon, conveyed to the Grantor by the following Recorder's Fee Documents: Document No. 93-46087, Document No. 93-46088 and Document No. 93-46089

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

WHEREAS, the City is authorized by its Charter to acquire such real property and interests in real property, within and without the City limits, as Portland City Council deems necessary or convenient for the operation of the Portland Water Bureau;

WHEREAS, Grantor has agreed to grant to the City a conservation easement (the "Conservation Easement") over the portion of the property legally described in Exhibits "A-1, A-2 and A-3" (the "Conservation Area") and depicted in the attached Exhibits "B-1, B-2 and B-3," respectively, to enhance, preserve, and protect the conservation values of the Property;

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

WHEREAS, Grantor has agreed to allow the City to place, monitor, maintain, repair, and replace large wood structures in and along Cedar Creek, in the Conservation Area, for purposes of fish habitat enhancement and stream improvement;

WHEREAS, Grantor has agreed to grant to the City the general right to use a "Staging Area" on the Property to store logs for the large wood projects and for helicopter use. The Staging Area is described in Exhibit C;

WHEREAS, Grantor has agreed, in order to achieve the purposes of the Conservation Easement to grant to the City a general right of access over, upon, and through the Property (hereafter "Access Easement"). Said Access Easement shall consist of the general right to use existing roads and trails, or substitute roads and trails should existing roads or trails be relocated, or to traverse the area on foot to gain access to the Conservation Area and the Staging Area;

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

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

WHEREAS, the parties further agree that the Conservation Values of the easement can be enhanced and improved by the strategic placement of large wood in Cedar Creek and its banks;

WHEREAS, in consideration of the grant of this Conservation and Access Easement, the City agrees to place, monitor, and maintain large wood structures in and along Cedar Creek, at no cost to Owner, for the purpose of enhancing the fish habitat on Owner's property;

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

WHEREAS, Grantor intends to convey to the City the right to monitor and maintain large wood structures in Cedar Creek for fish habitat through 2035, and the City is willing to honor such intentions and protect such values;

WHEREAS, Grantor intends to convey to the City the right to preserve the Conservation Values within the Conservation Area for 50 years, and the City is willing to honor such intentions and protect such values;

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

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

II. CONVEYANCE AND CONSIDERATION

A. Grantor conveys to the City the following easements:

1. Conservation Easement for the riparian land along Cedar Creek on the Property, on land described and depicted in Exhibits A and B;
2. Construction Easement to place, monitor, and maintain large wood structures in Cedar Creek, inside of the Conservation Easement boundaries;
3. Access Easement for the general right of access over, upon, and through the Property as described in the Recitals above;
4. Staging Area Easement for the general right to store logs for the large wood projects and for helicopter use, and described on Exhibit C.

The terms for the easements are provided herein and described in the Recitals above. The Easements represent a conveyance of an interest in real property.

- B. The City shall pay to the Grantor a total of \$97,000 (ninety seven thousand dollars) in consideration of the conveyance of the Easements.

III. PURPOSE OF EASEMENTS

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

IV. DURATION OF EASEMENTS

The duration of the Conservation Easement and the Access Easement shall be 50 years, run with the land, and be enforceable by the City against the Grantor and Grantor's representatives, successors, assigns, lessees, agents and licensees.

The Construction Easement shall terminate December 31, 2035.

The Staging Area Easement shall terminate December 31, 2016.

V. LAND USE RESTRICTIONS ON CONSERVATION AREA

Except as provided herein, the Conservation Area may be used only for the Purpose stated in Section III.

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

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

- A. Legal or "de facto" division, subdivision, or partitioning;
- B. Agricultural, commercial, or industrial activity;
- C. The above-ground installation of new utility systems or extensions of existing utility systems, including, without limitation, water, power, fuel, and communication lines and related facilities;
- D. The placement, construction, or expansion of any buildings, structures, or other improvements of any kind (including without limitation, pipelines, wells, septic systems, drain fields, fences, and parking areas);
- E. The construction of new roads or trails or any other rights of way or the enlargement of existing roads or trails; provided, that the Grantor may repair or replace existing trails, roads and bridges along their current alignment and at their current size if they are damaged by acts of nature, provided further that the Grantor may, with the City's review and written consent, repair or replace existing trails, roads and bridges damaged by acts of nature by relocating them if they cannot be repaired or replaced along their current alignment;
- F. The alteration of the surface of the land, including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod, or changing the topography of the land; except as necessary in pursuit of activities allowed pursuant to section V.E. above;
- G. The draining, filling, dredging, ditching, or diking of the Conservation Area or Construction Area, the alteration or manipulation of water courses, or the creation of new wetlands, water impoundments, or water courses;

- H. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters;
- I. The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material;
- J. The placement of mobile homes, commercial signs, billboards, or other advertising material;
- K. Trapping, except as provided below and except to the extent determined necessary by the City to preserve, protect or enhance the Conservation Values of the Conservation Area. Feral domestic mammals and individuals from the Muridae of the order Rodentia (old world rats and mice), mountain beaver (*Aplodontia rufa*), and American Beaver (*Castor canadensis*) may be trapped or killed without approval of the City if done in a manner that does not adversely affect native plants and animals;
- L. The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Conservation Area;
- M. The disruption of native wildlife activities, except for incidental effects from activities specifically allowed under this easement such as recreational activities and trail maintenance;
- N. Herbicide or pesticide use except for : (1) City use of herbicides or pesticides in the Conservation Area to achieve conservation purposes or (2) other herbicide or pesticide use by mutual consent of the City and the Grantor;
- O. The relocation, harvesting, pruning, mowing, cutting down, or other destruction or removal of live and dead trees and other vegetation except for purposes of maintenance of existing trails and roadways; provided, however, that Grantor may request permission from the City, to cut or remove vegetation, including trees, when reasonably required for the safety of persons, property, or structures on Grantor's Property;
- P. The introduction of nonnative plants and nonnative invasive species.
- Q. The alteration of any portion of large woody debris or woody debris structures placed thereon by the City or its agents without the written approval of the City.
- R. Neither Grantor nor the City shall obstruct the roads in the Access Easement as they exist now or as they may be relocated. Should a road or trail become blocked as the result of natural events such as wind throw or land movement either Grantor or the City may take reasonable steps to open the area to passage.
- S. Any activity on or use of the Staging Area by the Grantor, its agents, or by persons acting with the Grantor's consent in a manner resulting in the disturbance or obstruction to access of logs stored in the Staging Area while the Staging Area is in active use by the City is prohibited.

VI. RIGHTS OF GRANTOR

- A. The Conservation Area may be used only in a manner consistent with the Purpose set forth in Section III, except as provided in Section V or this Section VI to the contrary.
- B. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns all rights not granted hereby, including the right to engage in or permit or invite others to engage in (a) all uses of the Property outside the limits of the Conservation Area except those that would substantially and unreasonably interfere with the City's rights under the Access Easement and (b) all uses of the Conservation Area that are not expressly prohibited herein or inconsistent with the Purpose.
- C. Grantor may designate and provide, at Grantor's expense, replacement access roads across the Property outside the Conservation Area if the replacement access is located and developed to provide equivalently convenient City access to the Conservation Area.

VII. RIGHTS OF THE CITY

- A. To accomplish the Purpose, Grantor hereby conveys to the City and its agents the following rights, and no others, on the Conservation Area and the Staging Area:
 - 1. To preserve, protect, restore and to enhance the Conservation Values of the Conservation Area and to achieve the Purpose as set forth in the Easements;
 - 2. To create, amend, and implement a Vegetation Restoration Plan ("the Plan") for the Conservation Area to achieve the Purpose set forth herein;
 - 3. To enter upon the Conservation Area for purposes of inspection, protection, restoration, monitoring and maintenance of the Conservation Area and to exercise all other rights granted to the City under the Conservation Easement, including the right to implement the Plan;
 - 4. Except as provided herein to the contrary, to prevent any activity on or use of the Conservation Area that is inconsistent with the Purpose and to require restoration of such areas or features of the Conservation Area that are damaged by any prohibited activity or use; provided that should the City deem it necessary to take legal action against a third party who threatens to damage or has damaged the resources of the Conservation Area, the Grantor shall reasonably cooperate with the City in those efforts, but at no material cost to Grantor;
 - 5. To restore the natural attributes of the Conservation Area through the implementation of the Plan and the placement of large wood structures. As part of the Plan, the Conservation Values may be protected by undertaking a variety of activities including, but not limited to, removal of invasive plant species, planting of native species, and removal of rubbish. The City shall

share the Plan with Grantor 90 days before it intends to commence work on the Plan implementation and shall consider Grantor's comments prior to implementation;

6. To use the Staging Area as a temporary location prior to and during the construction of large wood structures provided, however, that the City's rights are not perpetual and limited to December 31, 2016;
 7. To transport logs and access the Staging Area over the Grantors property via existing roads;
 8. To transport logs via helicopter from the Staging Area to the Conservation Area over the Property;
 9. To enter upon the Conservation Area for the purposes of reconnaissance and inspection and to place, monitor, maintain, repair, replace, and protect large wood structures for fish habitat and stream improvement purposes, provided, however, that the City's rights are not perpetual and limited to December 31, 2035;
 10. To restore areas or features of the Conservation Area and the large wood structures placed there that may be damaged;
 11. Provided that the City shall provide 15 days' notice to the Owner prior to any operations to install, maintain, repair, or replace large wood structures, except in emergencies, in which case the City will endeavor to provide notice as reasonably soon as it can upon determining that emergency entry is required.
- B. To accomplish the Purpose, Grantor hereby conveys to the City and its agents the following rights, and no others, on the Access Easement: To use the existing roads and existing trails in the Access Easement or their substitutes to access the Conservation Area and Staging Area; the City may, if it deems necessary, use motorized vehicles such as all terrain vehicles on trails and shall reasonably repair any damage caused thereby so as to protect the general health of vegetation on the land and to prevent erosion that would harm the water quality of the Sandy River; and, if no roads or trails are available, to traverse the Access Easement by foot in order to reach the Conservation Area.
- C. Rights conveyed to the City herein do not constitute obligations. The exercise of the conveyed rights is subject to the City's sole discretion and no claim shall be asserted against the City in connection with the City's failure to exercise such rights.

VIII. REPAIR AND MAINTENANCE OF ACCESS EASEMENT AREA

- A. Both Grantor and the City may use the access roads in the Access Area. Grantor shall be responsible to repair and maintain the roads in a condition at least equivalent to what existed upon the date of execution of this easement (lightly improved gravel to

provide reasonable passage by passenger cars, light trucks, and other similar vehicles).

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

IX. NOTICE AND APPROVAL

A. Notice.

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

The City shall provide notice to the landowners one day in advance of visiting the property for work. Work hours for City staff and contractors will be between the hours of 7 am and 5 pm, Monday through Friday.

B. Approval.

Where approval by one of the parties is required hereunder, such approval shall be granted or denied in writing within 45 days of receipt of a written request for approval, and such approval shall not be unreasonably withheld. Electronic mail communications (e-mail) are deemed communications in writing.

C. Emergencies

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

D. Addresses.

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

addressed as follows, or to such other address as either party designates by written notice to the other:

To Grantor: Roger R. Harrison and Kathleen M. Harrison
48080 SE Coalman Road
Sandy, OR 97055

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

X. REMEDIES

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

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

XI. GENERAL PROVISIONS

- A. This easement conveys no right of access by the public to any portion of the Property.
- B. Except as provided herein to the contrary, Grantor retains all responsibilities for and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep

and maintenance of the Property, including the maintenance of adequate comprehensive liability insurance coverage (which can be part of a homeowners policy), except for those costs reasonably incurred by the City in designing, implementing, and monitoring the success of the Plan and those costs reasonably incurred to maintain the desired natural conditions on the Conservation Area. Grantor shall keep the Conservation Area free of any liens arising out of work performed for, materials furnished to, or obligations incurred by Grantor.

- C. Grantor shall pay all taxes prior to delinquency, assessments, fees, or any charges of whatever description levied on or assessed against the Conservation Area by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, the Easements, and shall furnish the City with satisfactory evidence of payment upon request.
- D. Grantor hereby agrees to release and hold harmless, indemnify, and defend the City and its members, directors, officers, employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively "City Indemnities") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the City Indemnities.
- E. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, the City hereby agrees to release and hold harmless, indemnify, and defend Grantor and its agents, contractors, personal representatives, heirs, successors, and assigns of each of them ("Grantor Indemnities") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or resulting from any acts or omissions of the City when exercising its rights under the Easements.

XII. SUBSEQUENT PROPERTY TRANSFERS

A. Grantor agrees to:

- 1. Incorporate the terms of the Easements by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest;
- 2. Describe the Easements in and append them to any executory contract for the transfer of any interest in the Property;
- 3. Give written notice to the City of the transfer of any interest in all or a portion of the Property no later than 45 days prior to the date of such transfer. Such notice to the City shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

4. The failure of Grantor to perform any act required by this subsection shall not impair the validity of the Easements or limit their enforceability in any way.

B. City Assignment

The City may not transfer this grant deed to another entity except with the written approval of the Grantor. The City may assign its interest in the Property to another governmental entity or non-profit corporation with similar environmental objectives, without the consent of Grantor. In the event that an assignee assumes the obligations of the City hereunder, then the City shall have no further liability with respect to this easement.

XIII. AMENDMENT

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

XVI. SCHEDULE OF EXHIBITS

- A. Legal Descriptions of Conservation Easement Areas "A-1; A-2; and, A-3".
- B. Exhibits of Conservation Easement Areas "B-1; B-2; and, B-3".
- C. Location map of Staging Area

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

IN WITNESS WHEREOF, the undersigned have executed this instrument as shown below:

Grantor:

By: _____
Roger R. Harrison and Kathleen M. Harrison

State of OREGON

County of _____

This instrument was acknowledged before me on _____, 2015, by Roger R. Harrison and Kathleen M. Harrison.

Notary Public for Oregon

Grantee:

By: _____
David Shaff
Administrator, City of Portland Water Bureau

State of OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2015, by David Shaff,
Administrator of the City of Portland Water Bureau.

Notary Public for Oregon

City of Portland Auditor's Office

By: _____

Mary Hull Caballero
City Auditor

State of OREGON
County of Multnomah

This instrument was acknowledged before me on _____, 2015, by Mary Hull Caballero,
City of Portland Auditor.

Notary Public for Oregon

APPROVED AS TO FORM



Senior Deputy City Attorney

Approved pursuant to Ordinance No. 186070
Approved by City of Portland Council on June 5, 2013



AKS ENGINEERING & FORESTRY, LLC
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 F: (503) 563-6152

AKS Job #4214

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM, OR

EXHIBIT A-1

Legal Description

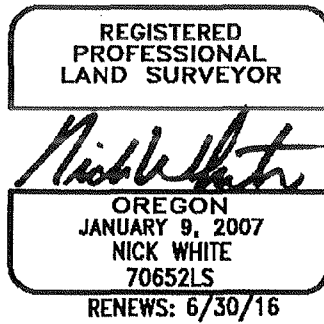
A portion of that certain tract of land conveyed to Roger R. Harrison in the Bargain and Sale Deed recorded as Deed Document Number 93-46088, Clackamas County Deed Records and located in the Northeast One-Quarter of Section 27, Township 2 South, Range 5 East, Willamette Meridian, Clackamas County, Oregon and being more particularly described as follows:

Beginning at a stone marking the northeast corner of said Section 27; thence along the north line of said Section North 88°39'02" West 852.47 feet to the northeast corner of the Harrison tract per said Document Number 93-46088; thence along the east line of said Harrison tract South 00°37'02" West 1318.18 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." at the southeast corner thereof and the True Point of Beginning of this description; thence along the south line of said Harrison tract North 88°32'04" West 688.29 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence leaving said south line North 51°42'08" West 19.77 feet to a brown carsonite post; thence North 63°54'25" West 83.85 feet to a brown carsonite post; thence North 86°17'55" West 73.98 feet to a brown carsonite post; thence South 81°39'39" West 66.55 feet to a brown carsonite post; thence South 74°13'34" West 53.04 feet to a brown carsonite post; thence North 81°34'13" West 115.34 feet to a brown carsonite post; thence North 67°08'10" West 105.46 feet to a brown carsonite post; thence North 66°20'58" West 98.46 feet to a brown carsonite post; thence North 81°27'27" West 112.75 feet to a brown carsonite post; thence North 57°57'44" West 103.69 feet to a brown carsonite post; thence North 69°57'04" West 153.85 feet to a brown carsonite post; thence South 87°15'45" West 89.83 feet to a brown carsonite post; thence South 87°17'21" West 79.91 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the west line of said Harrison tract per said Document Number 93-46088; thence along said west line North 00°06'14" East 399.18 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence leaving said west line North 84°16'33" East 99.94 feet to a brown carsonite post; thence North 84°16'01" East 98.49 feet to a brown carsonite post; thence South 61°11'59" East 58.91 feet to a brown carsonite post; thence South 39°42'56" East 61.92 feet to a brown carsonite post; thence South 44°34'25" East 93.96 feet to a brown carsonite post; thence North 89°50'17" East 71.38 feet to a brown carsonite post; thence South 85°35'08" East 71.64 feet to a brown carsonite post; thence South 47°22'35" East 108.07 feet to a brown carsonite post; thence South 76°16'07" East 138.92 feet to a brown carsonite post; thence South 70°20'12" East 103.55 feet to a brown carsonite post; thence South 70°40'59" East 141.93 feet to a brown carsonite post; thence South 83°30'16" East 146.59 feet to a brown carsonite post; thence South 57°36'55" East 88.22 feet to a brown carsonite post; thence South 51°32'36" East 131.42 feet to a brown carsonite post; thence North 89°05'18" East 107.17 feet to a brown carsonite post; thence South 63°47'11" East 65.45 feet to a brown carsonite post; thence South 73°21'33" East 100.05 feet to a brown carsonite post; thence South 72°43'22" East 165.73 feet to a brown carsonite post; thence South 74°27'22" East 101.90 feet to a 5/8 inch iron rod with a yellow plastic cap

inscribed "AKS ENGR." on the east line of said tract per Document Number 93-46088; thence along said east line South 00°37'02" West 66.08 feet to the True Point of Beginning.

The above described tract of land contains 11.53 acres, more or less.

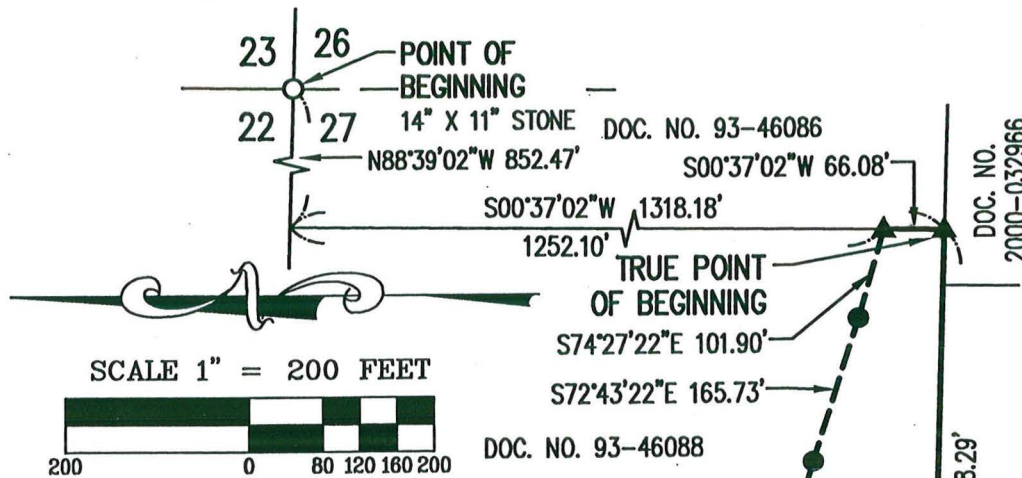
01/13/2015



187036

EXHIBIT B-1

**MAP OF LEGAL DESCRIPTION
LOCATED IN THE
NORTHEAST 1/4 OF
SECTION 27, TOWNSHIP
2 SOUTH, RANGE 5
EAST, WILLAMETTE
MERIDIAN, CLACKAMAS
COUNTY, OREGON**

**PREPARED FOR**

PORTLAND WATER BUREAU
1120 SW 5TH AVENUE, #600
PORTLAND, OR 97204

AKS

JOB: 4214

DRAWN BY: JOH | CHECKED BY: NSW | DWG: 4214 20150105 EXB

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD SUITE 100
TUALATIN, OR 97062 www.aks-eng.com
PHONE: 503.563.6151 FAX: 503.563.6152

DATE: 01/08/2015

HARRISON HCE



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 F: (503) 563-6152

AKS Job #4214

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM, OR

EXHIBIT A-2

Legal Description

A portion of that certain tract of land conveyed to Roger and Kathy Harrison in the Bargain and Sale Deed recorded as Deed Document Number 93-46087, Clackamas County Deed Records and located in the Northwest One-Quarter of Section 26, Township 2 South, Range 5 East, Willamette Meridian, Clackamas County, Oregon and being more particularly described as follows:

Beginning at a stone marking the northwest corner of said Section 26; thence along the north line of Section 27 North 88°39'02" West 216.27 feet to the northwest corner of that certain tract of land conveyed to Kathleen M. Harrison in the Bargain and Sale Deed recorded as Deed Document Number 93-46089, said Clackamas County Deed Records; thence along the westerly line of said tract South 00°37'02" West 1294.47 feet to a point; thence continuing along the westerly line of said tract South 88°32'04" East 216.28 feet to a point; thence continuing along said westerly line South 88°32'47" East 233.35 feet to a point; thence continuing along said westerly line South 00°37'41" West 393.15 feet to the northwest corner of the said Harrison tract per said Document Number 93-46087; thence along the north line of said tract South 75°23'28" East 74.55 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." and the True Point of Beginning of this description; thence continuing along said north line South 75°23'28" East 359.79 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MARX & ASSOC."; thence along the east line of said Harrison tract South 00°27'14" West 486.81 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MARX & ASSOC." at the southeast corner thereof; thence along the northeast right-of-way line of Mt. Hood US Highway 26 (100.00 feet from centerline) North 70°23'00" West 46.35 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence leaving said northeast right-of-way line along a non-tangent curve to the left with a Radius of 46.00 feet, a Delta of 98°35'36", a Length of 79.16 feet, and a Chord of North 15°31'03" West 69.74 feet to a brown carsonite post at a point of tangency; thence North 64°48'51" West 54.69 feet to a brown carsonite post; thence along a curve to the right with a Radius of 314.00 feet, a Delta of 23°22'27"; a Length of 128.10 feet, and a Chord of North 53°07'37" West 127.21 feet to a brown carsonite post; thence North 41°26'24" West 183.65 feet to a brown carsonite post; thence North 48°00'36" West 76.60 feet to a brown carsonite post; thence along a curve to the right with a Radius of 75.00 feet, a Delta of 58°04'03", a Length of 76.01 feet, and a Chord of North 18°58'35" West 72.80 feet to a brown carsonite post; thence North 10°03'27" East 38.78 feet to a brown carsonite post; thence along a curve to the right with a Radius of 235.00 feet, a Delta of 20°53'15", a Length of 85.67 feet, and a Chord of North 20°30'05" East 85.20 feet to a brown carsonite post; thence along a curve to the right with a Radius of 40.00 feet, a Delta of 59°46'54", a Length of 41.74 feet, and a Chord of North 60°50'09" East 39.87 feet to the True Point of Beginning.

The above described tract of land contains 3.28 acres, more or less.
01/13/2015

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Nick White

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS

RENEWS: 6/30/16

EXHIBIT B-2

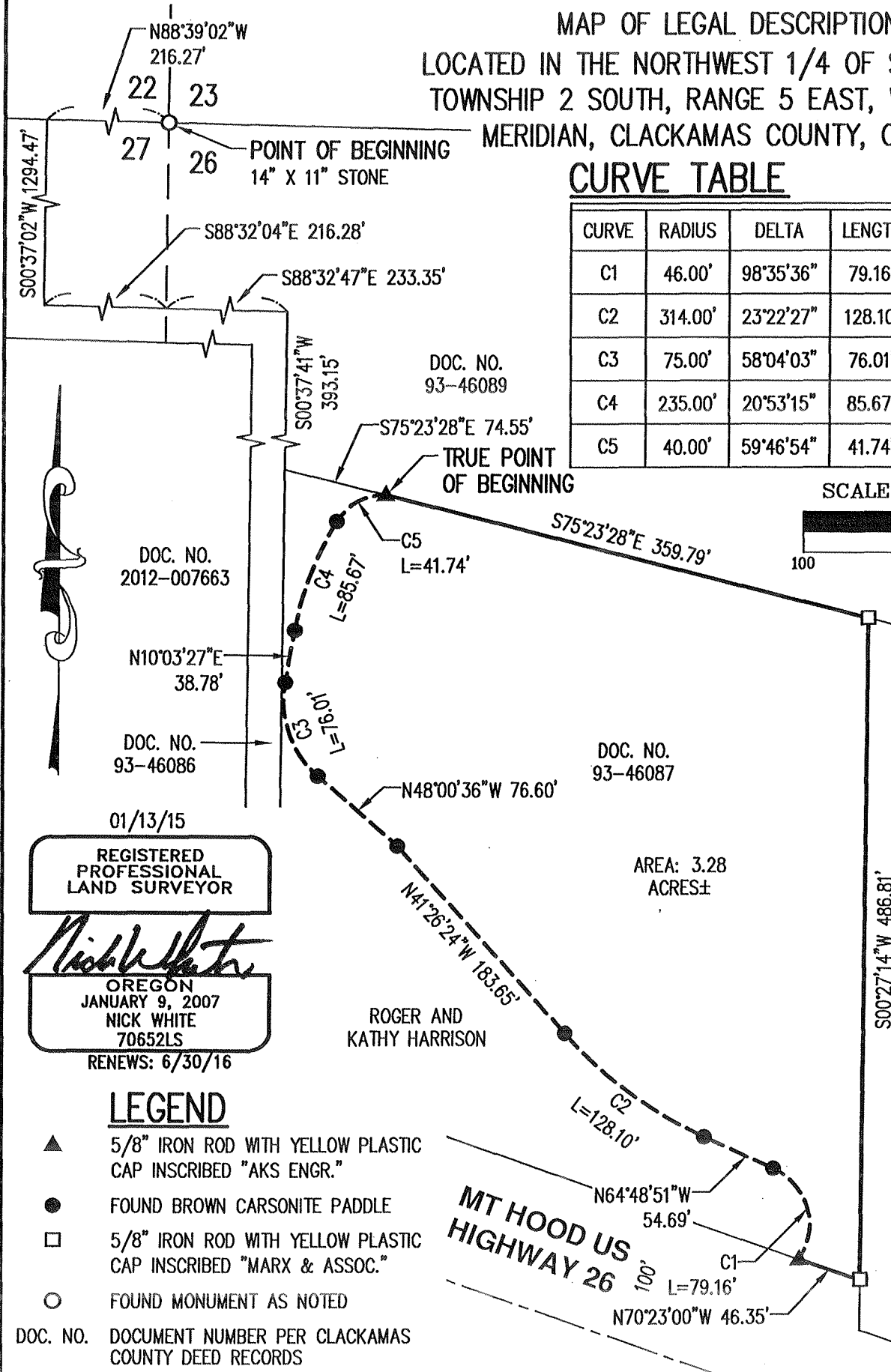
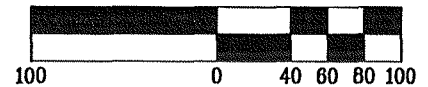
MAP OF LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST 1/4 OF SECTION 26,
TOWNSHIP 2 SOUTH, RANGE 5 EAST, WILLAMETTE
MERIDIAN, CLACKAMAS COUNTY, OREGON

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	46.00'	98°35'36"	79.16'	N15°31'03"W 69.74'
C2	314.00'	23°22'27"	128.10'	N53°07'37"W 127.21'
C3	75.00'	58°04'03"	76.01'	N18°58'35"W 72.80'
C4	235.00'	20°53'15"	85.67'	N20°30'05"E 85.20'
C5	40.00'	59°46'54"	41.74'	N60°50'09"E 39.87'

SCALE 1" = 100 FEET

DOC. NO.
2012-007663DOC. NO.
93-46086

01/13/15

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS

RENEWS: 6/30/16

LEGEND

- ▲ 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR."
- FOUND BROWN CARSONITE PADDLE
- 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "MARX & ASSOC."
- FOUND MONUMENT AS NOTED

DOC. NO. DOCUMENT NUMBER PER CLACKAMAS
COUNTY DEED RECORDSMT HOOD US
HIGHWAY 26AREA: 3.28
ACRES±ROGER AND
KATHY HARRISON

PREPARED FOR

PORTLAND WATER BUREAU
1120 SW 5TH AVENUE, #600
PORTLAND, OR 97204

AKS

HARRISON HCE
DATE: 01/08/2015
DRAWN BY: JOH | CHECKED BY: NSW | DWG: 4214 | 20150105 EXB | JOB: 4214
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DOC. NO. 93-17937

S00°27'14"W 486.81'

C2
L=128.10'N64°48'51"W
54.69'C1
L=79.16'

N70°23'00"W 46.35'



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AKS Job #4214

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM, OR

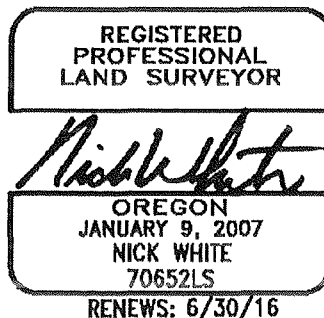
EXHIBIT A-3

Legal Description

A portion of that certain tract of land conveyed to Kathleen M. Harrison in the Bargain and Sale Deed recorded as Deed Document Number 93-46089, Clackamas County Deed Records and located in the Northwest One-Quarter of Section 26, Township 2 South, Range 5 East, Willamette Meridian, Clackamas County, Oregon and being more particularly described as follows:

Beginning at a stone marking the northwest corner of said Section 26; thence along the north line of Section 27 North 88°39'02" West 216.27 feet to the northwest corner of the Harrison tract per said Document Number 93-46089; thence along the westerly line of said Harrison tract South 00°37'02" West 1294.47 feet to a point; thence continuing along the westerly line of said Harrison tract South 88°32'04" East 216.28 feet to a point; thence continuing along said westerly line South 88°32'47" East 233.35 feet to a point; thence continuing along said westerly line South 00°37'41" West 393.15 feet to the northwest corner of that certain tract of land conveyed to Roger and Kathy Harrison in the Bargain and Sale Deed recorded as Deed Document Number 93-46087, said Clackamas County Deed Records; thence continuing along said westerly line of said Harrison tract per Document Number 93-46089 and the north line of Deed Document Number 93-17937, said Clackamas County Deed Records South 75°23'28" East 898.76 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "MARX & ASSOC."; thence along the easterly line of the tract per said Document Number 93-17937 South 00°36'01" West 203.47 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." and the True Point of Beginning of this description; thence continuing along said easterly line South 00°36'01" West 325.78 feet to a 5/8 inch iron rod on the northeast right-of-way line of Mt. Hood US Highway 26 (100.00 feet from centerline); thence along said northeast right-of-way line South 70°23'00" East 191.52 feet to the southeast corner of said Harrison tract per said Document Number 93-46089 from which point a 5/8 inch iron rod bears North 57°25'06" East 0.64 feet; thence along the east line of said Harrison tract per said Document Number 93-46089 North 01°07'25" East 310.50 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence leaving said east line North 66°29'44" West 199.64 feet to the True Point of Beginning.

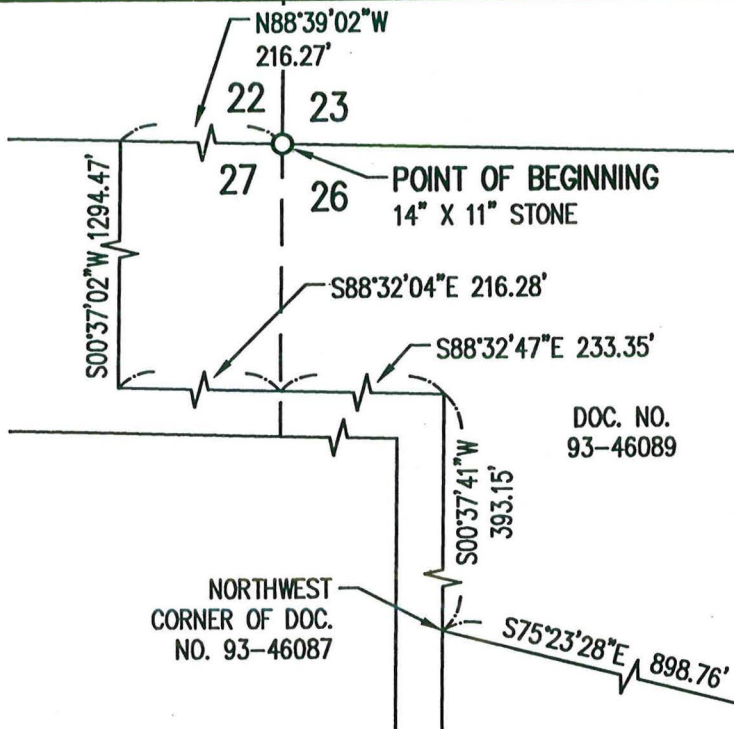
The above described tract of land contains 1.34 acres, more or less.



01/13/2015

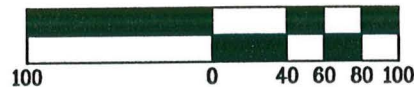
EXHIBIT B-3

MAP OF LEGAL DESCRIPTION
LOCATED IN THE NORTHWEST
1/4 OF SECTION 26, TOWNSHIP
2 SOUTH, RANGE 5 EAST,
WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON



DOC. NO.
93-46089

SCALE 1" = 100 FEET



NORTHWEST
CORNER OF DOC.
NO. 93-46087

LEGEND

- ▲ 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR."
- FOUND BROWN CARSONITE PADDLE
- 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "MARX & ASSOC."
- FOUND MONUMENT AS NOTED

DOC. NO. DOCUMENT NUMBER PER CLACKAMAS
COUNTY DEED RECORDS

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01/13/15

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Nick White
OREGON
JANUARY 9, 2007
NICK WHITE
70652LS
RENEWS: 6/30/16

DOC. NO.
93-17937

AREA: 1.34
ACRES±

MT HOOD US HIGHWAY 26

5/8" IRON ROD;
BEARS
N57°25'06"E 0.64'

KATHLEEN M.
HARRISON

DOC. NO.
93-46089

TRUE POINT
OF BEGINNING

N66°29'44"W 199.64'

S00°36'01"W 203.47'

S00°36'01"W 325.78'

NO CAP

S70°23'00"E 191.52'

N01°07'25"E 310.50'

DATE: 01/08/2015

DOC. NO. 2005-042186

HARRISON HCE	DRAWN BY: JOH [CHECKED BY: NSW] DWG: 4214	20150105	EXB	JOB: 4214
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