

Chicago Title 47251148914070 CT50

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

Multnomah County Official Records  
R Weldon, Deputy Clerk

2012-161013

12/12/2012 10:46:48 AM

1R-EASEMT Pgs=14 Stn=28 ATMWB  
\$70.00 \$11.00 \$10.00 \$15.00

\$106.00

### ACCESS EASEMENT

This ACCESS EASEMENT ("Easement") is made and entered into as of the last date of signature indicated below by and among Broadmoor, Inc., an Oregon corporation ("Grantor"), and Metro, an Oregon municipal corporation, and the City of Portland, an Oregon municipal corporation (collectively, "Holder").

### RECITALS

- A. Grantor is the owner of the real property located in Township One North, Range One East, Section 12 of the Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon, and legally described on attached Exhibit A (the "Property").
- B. Holder is the owner of land, adjacent to the Property, located in Township One North, Range One East, Section 12 of the Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon, and legally described on attached Exhibit B (the "Conservation Property").
- C. Holder desires Grantor to grant to Holder an Easement over the Property for the purpose of allowing Holder to access and manage the Conservation Property, in accordance with the terms and conditions set forth below.

### AGREEMENT

1. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Holder a nonexclusive, perpetual easement, on, over, across, and along a portion of the Property that is 12 feet wide, runs along the northern and western boundary of the Property where it is adjacent to the Conservation Property, and is depicted on attached Exhibit C (the "Easement Area"). The Easement Area includes the cart path over the drainage canal that runs along the southerly portion of the Conservation Property into the Property, as depicted on Exhibit C.
2. Purpose. The purpose of this Easement is to give Holder, and its employees, agents, and contractors, the right to enter and pass through the Easement Area to access and manage the Conservation Property, and for no other purpose including, but not limited to, commercial or industrial development of the Conservation Property. Such access includes pedestrian access and the right to access the Conservation Property with maintenance vehicles.

3. Restrictions. Holder shall use the Easement Area only when other legal means that Holder may have to access its desired portion of the Conservation Property are impractical or unavailable. Holder shall keep its use of the Easement Area to a minimum, respecting the use of the Property as a golf course. Holder shall not unreasonably interfere with golf course operations on the Property, including, without limitation, blocking any cart paths or interfering with the use and enjoyment of the golf course by its patrons or Grantor. Holder shall provide Grantor reasonable advance written notice of its intent to use the Easement Area, and except in the case of an emergency, shall provide no less than 24 hours notice.
4. Grantor's Use of Easement Area; Maintenance. Grantor shall retain the right to access, use, and enjoy the Easement Area for its purposes consistent with the rights granted herein. Notwithstanding the foregoing, Holder shall be responsible for all damage and the cost of any repairs to the Easement Area that may be required, in Grantor's reasonable discretion, caused by Holder's use of the Easement Area.
5. Taxes. Grantor shall pay when due all real property taxes, assessments, and other charges against the Property, including the Easement Area. There shall be no right to contribution from Holder for such items.
6. Non-Waiver. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way effect the party's rights hereunder to enforce the same nor shall any waiver by the party of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.
7. Liability and Indemnity. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Holder shall indemnify, defend, and hold harmless Grantor against all losses and litigation expenses resulting from property damage and/or personal injuries that occur or are alleged to occur as a result of Holder's use of the Easement Area, except to the extent caused by the negligent or wrongful acts or omissions of Grantor. To the extent allowed by Oregon law, Grantor shall indemnify, defend, and hold harmless Holder against all losses and litigation expenses resulting from property damage and/or personal injuries that occur or are alleged to occur as a result of Grantor's use of the Easement Area, except to the extent caused by the negligent or wrongful acts or omissions of Holder.
8. Notice. Any notice required or permitted to be given under this Easement shall be in writing and (i) personally delivered; (ii) sent by United States mail; or (iii) sent by FedEx or other reputable overnight courier service; or (iv) transmitted by facsimile in any case where a fax number is given below; and addressed as follows:

To Grantor: Broadmoor, Inc.  
Mr. Scott Krieger, President  
3509 NE Columbia Blvd.  
Portland, Oregon 97211  
Phone No. (503) 281-1337  
Fax: (503) 287-0450

Copy to: David J. Krieger  
Davis Wright Tremaine LLP  
1300 SW 5<sup>th</sup> Avenue, Suite 2400  
Portland, Oregon 97201  
Phone No. (503) 778-5307  
Fax: (503) 778-5299

Copy to: David J. Krieger  
3328 SE Crystal Springs Boulevard  
Portland, OR 97202  
Phone No. (503) 775-1243  
Fax:

To Holder: Metro  
Natural Areas Program Director  
600 NE Grand Avenue  
Portland, Oregon 97232-2736  
Phone No. (503) 797-1948  
Fax: (503) 797-1849

Copy to: Metro  
Office of Metro Attorney  
600 NE Grand Avenue  
Portland, Oregon 97232-2736  
Phone No. (503) 797-1661  
Fax: (503) 797-1792

The sending party shall prepay all applicable delivery and postage charges. Any such notice shall be deemed given on the earlier of actual delivery or refusal of a party to accept delivery thereof. Any party may change its address for notice by written notice given to the other in the manner provided in this Section.

9. Entire Agreement; Further Cooperation. This Easement is the final and complete agreement between the parties concerning the rights granted herein, and supersedes all prior understandings with respect to it. This Easement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by all parties to the Easement. Each of the parties agrees to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Easement.

10. Covenants Running With the Land. Each covenant and easement granted pursuant to this Easement shall be permanent and shall run with the land as to all property benefited and burdened by such covenant and easement, including any partition or division of such property. The rights, covenants, and obligations contained in this Easement shall bind, burden, and benefit Grantor and Holder, and their respective successors, assigns, heirs, personal representatives, lessees, mortgagees, and beneficiaries under any deed of trust.

*[Signatures follow on next page.]*

IN WITNESS WHEREOF, the parties have executed this Easement effective as of the last date of signature below.

METRO,  
an Oregon municipal corporation

By: *Martha J. Bennett*

Name: Martha J. Bennett

Title: Chief Operating Officer

Date: 12-4-12

GRANTOR:

Broadmoor, Inc., an Oregon corporation

By: \_\_\_\_\_

Name: Scott Krieger

Title: President & Treasurer

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

CITY OF PORTLAND,  
an Oregon municipal corporation, by and  
through its Bureau of Parks and Recreation

By: *Nick Fish*

Name: Nick Fish

Title: Portland City Commissioner

Date: 12/10/12

By: \_\_\_\_\_

Name: David Krieger

Title: Vice President & Secretary

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

APPROVED AS TO FORM  
AND CONTENT

By: *James H. Van Dyke* 12/7/12  
City Attorney for the City of Portland



State of OREGON  
County of Multnomah

This instrument was acknowledged before me on December 4, 2012, by  
Martha J. Bennett as Chief Operating Officer of Metro, an Oregon municipal corporation.

*Karen M. Starin*  
Notary Public - State of Oregon

IN WITNESS WHEREOF, the parties have executed this Easement effective as of the last date of signature below.

METRO,  
an Oregon municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GRANTOR:  
Broadmoor, Inc., an Oregon corporation

By: Scott J. Krieger  
Name: Scott Krieger  
Title: President & Treasurer  
Date: 12/7/12

CITY OF PORTLAND,  
an Oregon municipal corporation, by and  
through its Bureau of Parks and Recreation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: David J. Krieger  
Name: David Krieger  
Title: Vice President & Secretary  
Date: 12/7/12

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney for the City of Portland

State of OREGON  
County of Multnomah

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by  
Martha J. Bennett as Chief Operating Officer of Metro, an Oregon municipal corporation.

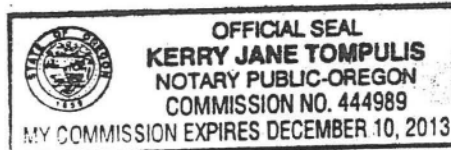
\_\_\_\_\_  
Notary Public - State of Oregon

State of OREGON

County of Multnomah

This instrument was acknowledged before me on Dec. 10, 2012, by Nick Fish as Commissioner of The City of Portland, an Oregon municipal corporation.

Kerry Jane Tompulis  
Notary Public - State of Oregon

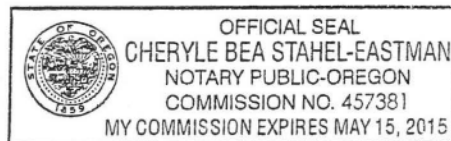


State of OREGON

County of Multnomah

This instrument was acknowledged before me on December 7, 2012, by Scott J. Krieger as the President of Broadmoor, Inc an Oregon Corporation.

Cheryl East  
Notary Public - State of Oregon

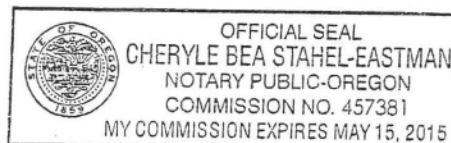


State of OREGON

County of Multnomah

This instrument was acknowledged before me on December 7, 2012, by David J. Krieger as the Vice President of Broadmoor, Inc an Oregon Corporation.

Cheryl East  
Notary Public - State of Oregon



**EXHIBIT A**  
Property Legal Description

Ferguson Land Surveying, Inc.

646 SE 106<sup>th</sup> Avenue  
Portland, Oregon 97216  
Phone 503.408.0601  
Fax 503.408.0602

TRACT 1

A TRACT OF LAND SITUATED IN THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, MORE FULLY DESCRIBED AS FOLLOWS;

THAT TRACT OF LAND DESCRIBED AS PARCEL 1, IN DOCUMENT NO. BOOK 1970 PAGE 332, RECORDED JANUARY 2, 1987 AND DOCUMENT NO. 98143913, MULTNOMAH COUNTY DEED RECORDS EXCEPTING THE FOLLOWING DESCRIBED TRACT,

BEGINNING AT A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PELSER PLS 2801" AT THE NORTHEAST CORNER OF PARCEL 1, PARTITION PLAT NO. 1999-67, MULTNOMAH COUNTY PLAT RECORDS,

THENCE N89°15'17"E ALONG THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 98173913, A DISTANCE OF 805.99 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S8°06'58"E, A DISTANCE OF 87.67 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S20°48'05"E, A DISTANCE OF 79.70 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S33°07'47"E, A DISTANCE OF 180.65 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S31°31'14"E, A DISTANCE OF 138.43 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S53°22'01"E, A DISTANCE OF 805.90 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S31°44'43"E, A DISTANCE OF 366.96 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S1°26'31"E, A DISTANCE OF 112.44 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S20°43'59"W, A DISTANCE OF 228.44 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S1°17'01"W, A DISTANCE OF 72.76 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S57°27'10"W, A DISTANCE OF 36.16 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE N83°24'40"W, A DISTANCE OF 55.89 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE N75°04'14"W, A DISTANCE OF 423.69 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S85°33'41"W, A DISTANCE OF 300.06 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE S88°41'00"W, A DISTANCE OF 437.00 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

THENCE N45°54'33"W, A DISTANCE OF 23.35 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",



**TRACT 1 CONT.**

**THENCE** S87°58'44"W, A DISTANCE OF 686.04 FEET, TO A POINT SET ON THE WEST LINE OF SAID BOOK 1970 PAGE 332 AND A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

**THENCE** N0°08'45"W ALONG THE WEST LINES OF BOOK 1970 PAGE 332 AND DOCUMENT NO. 98143913, A DISTANCE OF 265.33 FEET TO A 1/2" IRON ROD AND THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN SAID DOCUMENT NO. 2003-015023,

**THENCE** S89°59'22"W ALONG THE SOUTH LINE OF SAID DOCUMENT NO. 2003-015023, A DISTANCE OF 641.92 FEET, TO THE SOUTHWEST CORNER OF SAID DOCUMENT NO. 2003-015023 AND A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "OLSEN ENG. PLS 2030, SAID IRON ROD BEING ON THE EAST RIGHT OF WAY LINE OF NE 33<sup>RD</sup> AVE. 40.00 FEET FROM THE CENTERLINE THEREOF, **THENCE** NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE AND THE ARC OF A 2825.00 FOOT RADIUS CURVE RIGHT THROUGH A CENTRAL ANGLE OF 0°15'59", A DISTANCE OF 13.13 FEET, THE LONG CHORD OF WHICH BEARS N5°01'25"E, A DISTANCE OF 13.14',

**THENCE** CONTINUING ALONG SAID EAST RIGHT OF WAY LINE N6°01'36"E, A DISTANCE OF 17.00 FEET TO A 5/8" IRON ROD AT THE NORTHWEST CORNER OF SAID DOCUMENT NO. 2003-015023,

**THENCE** N89°59'22"E ALONG THE NORTH LINE OF SAID DOCUMENT NO. 2003-015023, A DISTANCE OF 639.00 FEET TO A POINT ON THE WEST LINE OF SAID DOCUMENT NO. 2003-015023,

**THENCE** N0°08'45"W ALONG THE WEST LINE OF SAID DOCUMENT NO. 98143913, A DISTANCE OF 627.42 FEET TO A POINT ON THE EAST LINE OF PARCEL 2 OF SAID PARTITION PLAT 1999-69,

**THENCE** CONTINUING ALONG THE EAST LINE OF SAID PARTITION PLAT, N89°51'15"E, A DISTANCE OF 29.85 FEET TO A 5/8" IRON ROD,

**THENCE** N31°08'32"E, A DISTANCE OF 38.51 FEET,

**THENCE** N38°17'08"E, A DISTANCE OF 128.70 FEET TO A 5/8" IRON ROD,

**THENCE** N26°18'06"E, A DISTANCE OF 91.73 FEET TO A 5/8" IRON ROD AND THE BEGINNING OF A 370 FOOT RADIUS CURVE LEFT THROUGH A CENTRAL ANGLE OF 43°00'00", A LENGTH OF 277.68 FEET, THE LONG CHORD OF WHICH BEARS N4°48'06"E A DISTANCE OF 271.21 FEET,

**THENCE** N16°41'55"W, A DISTANCE OF 50.00 FEET,

**THENCE** N11°27'04"W A DISTANCE OF 101.75 FEET TO THE POINT OF BEGINNING.

BEARINGS FOR THIS DESCRIPTION ARE BASED ON SURVEY NUMBER 57601  
MULTNOMAH COUNTY SURVEY RECORDS.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1990  
JOE H. FERGUSON  
2445

RENEWAL DATE 12/31/13

**EXHIBIT B**  
Conservation Property Legal Description

Ferguson Land Surveying, Inc.

646 SE 106<sup>th</sup> Avenue  
Portland, Oregon 97216  
Phone 503.408.0601  
Fax 503.408.0602

TRACT 2

A TRACT OF LAND SITUATED IN THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PELSER PLS 2801" AT THE NORTHEAST CORNER OF PARCEL 1, PARTITION PLAT NO. 1999-67, MULTNOMAH COUNTY PLAT RECORDS,  
THENCE N89°15'17"E ALONG THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 98173913, A DISTANCE OF 805.99 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
THENCE S8°06'58"E, A DISTANCE OF 87.67 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
THENCE S20°48'05"E, A DISTANCE OF 79.70 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
THENCE S33°07'47"E, A DISTANCE OF 180.65 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
THENCE S31°31'14"E, A DISTANCE OF 138.43 FEET TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
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THENCE S31°44'43"E, A DISTANCE OF 366.96 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
THENCE S1°26'31"E, A DISTANCE OF 112.44 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
THENCE S20°43'59"W, A DISTANCE OF 228.44 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
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THENCE N83°24'40"W, A DISTANCE OF 55.89 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
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THENCE S88°41'00"W, A DISTANCE OF 437.00 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",  
THENCE N45°54'33"W, A DISTANCE OF 23.35 FEET, TO A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "FERGUSON LS 2445",

TRACT 2 CONT.

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THENCE N31°08'32"E, A DISTANCE OF 38.51 FEET,

THENCE N38°17'08"E, A DISTANCE OF 128.70 FEET TO A 5/8" IRON ROD,

THENCE N26°18'06"E, A DISTANCE OF 91.73 FEET TO A 5/8" IRON ROD AND THE BEGINNING OF A NON-TANGENT 370 FOOT RADIUS CURVE LEFT THROUGH A CENTRAL ANGLE OF 43°00'00", A LENGTH OF 277.68 FEET, THE LONG CHORD OF WHICH BEARS N4°48'06"E A DISTANCE OF 271.21 FEET,

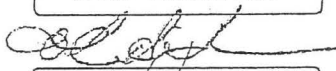
THENCE N16°41'55"W, A DISTANCE OF 50.00 FEET,

THENCE N11°27'04"W A DISTANCE OF 101.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.05 ACRES MORE OR LESS.

BEARINGS FOR THIS DESCRIPTION ARE BASED ON SURVEY NUMBER 57601  
MULTNOMAH COUNTY SURVEY RECORDS

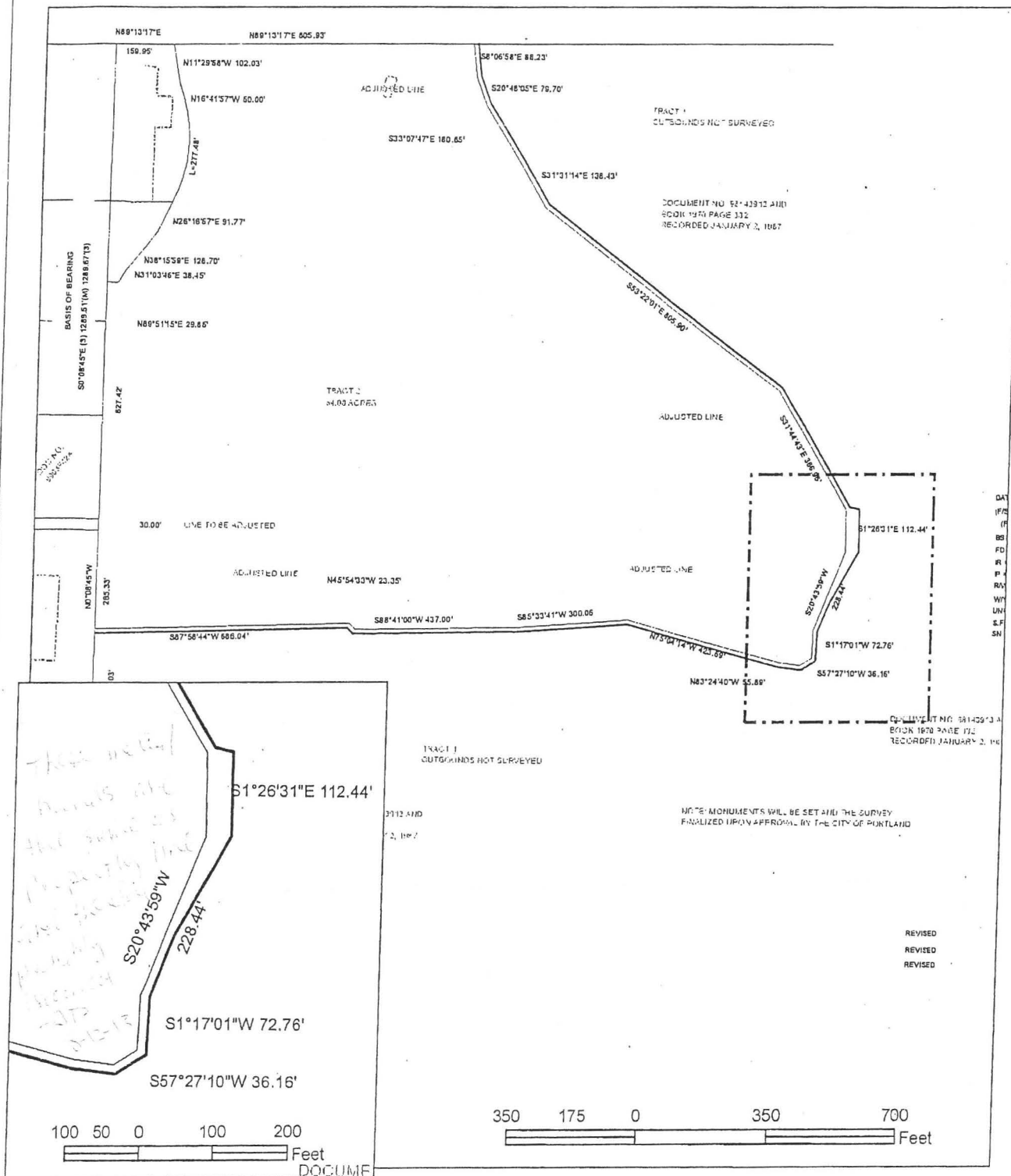
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

  
OREGON  
JULY 25, 1990  
JOE H. FERGUSON  
2445

RENEWAL DATE 12/31/13

**EXHIBIT C**  
Depiction of Easement Area

## Exhibit C



## Easement

Property Boundary

## Building outline