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101214-15

After recording return to:
Metro, Office of Metro Attorney
Attn: Hope S. Whitney
600 NE Grand Ave.
Portland, OR 97232-2736

Clackamas County Official Records
Sherry Hall, County Clerk

2014-064826

12/17/2014 03:48:41 PM

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\$185.00 \$16.00 \$10.00 \$22.00

\$233.00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the last date of signature indicated below ("Effective Date"), by and between Metro, a metropolitan service district created pursuant to the Metro Charter and Art. XI §14 of the Oregon Constitution ("Metro"), and Falls Legacy, LLC, a Washington limited liability company ("Grantor").

RECITALS

- A. Grantor owns the real property located at 419/427 Main Street, Oregon City, County of Clackamas, State of Oregon, and legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Grantor Property").
- B. Metro is an Oregon municipal government whose purpose, among other things, is to build, operate, and maintain recreational trails and pathways for the benefit of the public.
- C. Metro and its public partners, including the State of Oregon, Clackamas County, and the City of Oregon City, intend to develop a linear public space and trail, including related improvements, on the Grantor Property and the adjacent property owned by Portland General Electric (the "PGE Property"), for the purposes of, among other things, providing public access from the northeast and southwest to Willamette Falls and views of Willamette Falls, restoring habitat, furthering cultural and historic interpretation, and promoting economic development in Oregon City (collectively, the "Riverwalk").
- D. Metro intends to design and construct the Riverwalk in three or more phases (each, a "Phase" and together, "Phases").
- E. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to grant to Metro an easement over and across a strip of land approximately 120 feet wide on the Grantor Property (the "Preliminary Easement Area") for the Riverwalk.
- F. The Preliminary Easement Area is more particularly described on the attached Exhibit C-1 and depicted on Exhibit C-2; the parties intend to refine the Preliminary Easement Area in accordance with the processes set forth in this Agreement.

NOW THEREFORE, in consideration of the recitals set forth above and for other good and adequate consideration, the parties agree as follows:

TERMS

1. Grant of Easement. Grantor hereby grants and conveys to Metro an exclusive, perpetual easement in gross on, over, under and across the Preliminary Easement Area for the following purposes: (a) to construct, design, maintain, operate, repair, and replace the Riverwalk; and (b) public pedestrian, bicycle and recreational access to and along the Riverwalk (the "Easement").

2. Schematic Design; Collaboration During the Easement Area Refinement Process. Following recordation of this Agreement, Metro intends to commence schematic design of the Riverwalk to, among other things, determine the Riverwalk alignment, including possible alternative routes ("Schematic Design"). During Schematic Design, Grantor and Metro shall begin to refine the Preliminary Easement Area to accommodate the final Riverwalk alignment and design (the "Easement Area Refinement Process"). The parties shall collaborate during the Easement Area Refinement Process, in order to maximize efficiencies and optimize opportunities for integration of the Riverwalk with the development of the remainder of the Grantor Property. For example, Grantor shall have the right to sit on the selection committee for the Schematic Design consultant and to attend regular meetings with the selected Schematic Design consultant. The parties shall work together during development of the Riverwalk and the Grantor Property to maximize efficiencies in mobilization, implementation and costs related to each party's work on the Grantor Property and the Riverwalk, and agree to be guided by the following four core values for the Grantor Property and the Riverwalk: public access, economic development, historical and cultural interpretation, and healthy habitat.

3. Riverwalk Development; Easement Area Refinement. The Easement Area Refinement Process, as described in this Section 3, below, will commence during Schematic Design but shall not be complete until it results in final construction drawings and permits ("Final Plans") for the Riverwalk.

3.1. Development within the Exception Area. The parties acknowledge and agree that at least one Phase of the Riverwalk may be built somewhere within that portion of the Preliminary Easement Area depicted on the attached Exhibit B where Grantor may desire to develop prior to other portions of the Grantor Property (the "Exception Area"). In order to strike a balance between Grantor's desire to control development and design within the Exception Area and the public's desire to complete the Riverwalk in a timely manner, Grantor shall have design control as described in the remainder of this Section 3, below, of the Exception Area for a period of five (5) years from the date that this Agreement is recorded (the "Exception Term"). After five (5) years, the Exception Term shall automatically expire, and design and development of the Exception Area shall be governed by Section 3.2, below.

3.1.1. Development within the Exception Area by Metro. During the Exception Term, Grantor shall have the right to review and approve Metro's Schematic Design for any Phase of the Riverwalk that includes any portion of the Exception Area, the final design

documents for such Phase, the construction drawings that substantially show the implementation of the final design documents, and the Final Plans for the Phase. Metro shall develop at least one (1) alternate scenario during Schematic Design for Grantor's consideration. Subject to Grantor proposing an Alternative Plan, as described below, Grantor shall have the right to withhold its approval of any submittal in accordance with this Section 3.1.1 based solely on Grantor's reasonable concerns about the impact of the design on its development plans. Grantor's disapproval shall document Grantor's design concerns and propose an alternative plan or design solution at the level of detail of Metro's submittal (the "Alternative Plan"). If Metro accepts Grantor's Alternative Plan, Metro's submittal shall be deemed approved. If Grantor's disapproval proposes no Alternative Plan, Metro's submittal shall be deemed approved. Upon Grantor's approval of the Final Plans, Metro shall have the right to commence construction according to the approved Final Plans; provided that within the Exception Term, Grantor shall have the right to propose an alternative construction schedule to be mutually agreed upon by both parties based on Grantor's development opportunities.

3.1.2. Development within the Exception Area by Grantor. During the Exception Term, Metro shall have the right to review and approve Grantor's design and development plans that include any portion of the Exception Area. Grantor shall provide Metro its schematic design documents, the final design documents, the construction drawings that substantially show the implementation of the final design documents, and Final Plans for the Exception Area. Metro shall have the right to withhold its consent to a submittal only if Grantor fails to incorporate the Riverwalk into its designs according to minimum design standards to be determined by Metro, such as dimensions, connection points, and base materials. Grantor shall provide Metro its construction schedule for development within the Exception Area so that Metro may coordinate construction of adjacent Phases of the Riverwalk with Grantor's work. Grantor shall have access to the Exception Area during the Exception Term to develop the Exception Area according to Final Plans approved by Metro and the construction schedule provided to Metro; provided that Grantor shall coordinate its construction with and not interfere with any construction on the Riverwalk by Metro. If the Exception Term expires prior to Metro's approval of the construction drawings for any portion of the Exception Area, then Grantor's development of such area shall thereafter proceed in accordance with the terms of Section 3.2, below. If the Exception Term expires after Metro has approved Grantor's construction drawings any portion of the Exception Area, then Grantor's development of such area shall proceed in accordance with this Section 3.1.2, notwithstanding the expiration of the Exception Term.

3.2. Development within the Preliminary Easement Area (outside the Exception Area). The Easement is exclusive to Metro. Grantor's rights to enter the Preliminary Easement Area to construct any improvement or otherwise are set forth in this Section 3.2, below. Notwithstanding the foregoing, it is the intent of the parties to integrate the Riverwalk with Grantor's development of the Grantor Property to the maximum extent practicable, including in the area of the rail spur.

3.2.1. Development within the Preliminary Easement Area by Metro. Metro will provide Grantor an opportunity to review and comment on Metro's design plans for the Riverwalk and Metro's construction schedule within the Preliminary Easement Area

(excluding the Exception Area), to facilitate Grantor's coordination and integration of Grantor's development on the remainder of the Grantor Property with Metro's activities. Where the Riverwalk transects buildings, Metro shall provide at least one alternative design for Grantor's review and comment.

3.2.2. Development within the Preliminary Easement Area by Grantor. If Grantor desires to develop any structures or portions of the Grantor Property within the Preliminary Easement Area (not including the Exception Area) prior to completion of the Easement Area Refinement Process or construction of the Riverwalk in such area, Grantor shall notify Metro, and Metro shall consider prioritizing the design and construction of the Phase affected by Grantor's desired development. The parties will negotiate the terms of the Grantor's access to the Preliminary Easement Area, such as construction schedule, insurance requirements, and other matters, subject to Metro's prior written approval. Metro will notify Grantor of necessary lead times required for Metro to be able to start work on the Phase affected by Grantor's desired development so that Grantor may, at its cost, integrate its development with Metro's plans. Metro shall have the right to approve Grantor's schematic design documents, the final design documents, the construction drawings that substantially show the implementation of the final design documents, and Final Plans for any Grantor development within the Preliminary Easement Area, to ensure that Metro can achieve the Riverwalk project goals, as determined by Metro.

3.3. Development Outside the Preliminary Easement Area.

3.3.1. Development Outside the Preliminary Easement Area by Metro. The parties acknowledge and agree that the optimal design for the Riverwalk will likely include a portion of the Grantor Property outside the Preliminary Easement Area. Outside the Preliminary Easement Area, Grantor will have the right to review and approve Metro's schematic design documents, the final design documents, the construction drawings that substantially show the implementation of the final design documents, and the Final Plans. Grantor's disapproval of any Metro submittal shall document Grantor's design concerns and propose an Alternative Plan. If Metro accepts the Alternative Plan, Grantor shall be deemed to have approved Metro's submittal. If Grantor's disapproval proposes no Alternative Plan, Metro's submittal shall be deemed approved. Upon Grantor's approval of the Final Plans, Metro shall have the right to commence construction in accordance with the Final Plans.

3.3.2. Development Outside the Preliminary Easement Area by Grantor. Grantor will keep Metro informed of any design and development efforts or other contractual obligations by Grantor on the portion of the Grantor Property outside of the Preliminary Easement Area, especially those efforts or obligations that would affect the phasing of the Riverwalk, land use approvals for the Riverwalk, the cost of the Riverwalk, interim access to Willamette Falls, construction staging for the Riverwalk, and utility plans for the Riverwalk. Grantor shall provide Metro with no less than sixty (60) days written notice prior to entering into any contract that would affect the Riverwalk or applying for any permits that affect the Grantor Property.

3.3.3. Metro Participation in Design Outside the Preliminary Easement Area. Grantor shall provide Metro the opportunity to be an active participant and collaborator on

any future “detailed development plan” (as that phrase is used in the “Master Plan and Zone Change” approved by Oregon City Ordinance No. 14-1016) of the Grantor Property outside the Preliminary Easement Area. Metro shall strive to design the Riverwalk to integrate with any such detailed development plan, including integration of the Riverwalk with the open space required pursuant to the Master Plan and Zone Change.

4. Approval Standards. Unless expressly stated otherwise herein, neither party’s approvals solicited by the other party in accordance with this Agreement shall be unreasonably withheld, conditioned or delayed. A party’s failure to respond to a written submittal within thirty (30) days of receipt shall be deemed approval of such submittal. In the course of approving design and construction drawings, at each step, a party will have the right to approve refinements based on previously approved designs or plans but not revisit previously approved designs or plans unless those elements have changed.

5. Grantor Contribution to Design. Grantor shall contribute twenty percent (20%) of the third-party fees, costs and expenses that Metro incurs during Schematic Design and to prepare the design and construction documents for the Riverwalk. Grantor’s contribution pursuant to this section shall not exceed \$200,000 in 2015, \$200,000 in 2016, and \$100,000 per year for 2017 through and including 2021. Grantor shall pay to Metro the first installment of \$200,000 for 2015 within thirty (30) days following Metro’s notice of intent to award a contract to the Schematic Design consultant, and shall pay the remainder of Grantor’s contribution to Metro on a reimbursement basis within thirty (30) days of Metro’s submittal of an invoice to Grantor.

6. Repair, Maintenance and Operation of the Riverwalk; Grantor Contribution. During the Easement Area Refinement Process, Grantor will be solely responsible for maintenance and repair of the Grantor Property, including compliance with all laws and adequate security. Subject to the remainder of this Section 6, after construction of a Phase of the Riverwalk, Metro will assume maintenance and repair obligations for improvements made by Metro in such Phase. The Easement Area Refinement Process may identify where the Riverwalk will interact or interrelate with the underlying property or structures to such a degree or in such a manner that repair and maintenance of those points will be more efficiently shared between Metro and Grantor, or rest solely with Grantor, as determined by Metro (the “Shared Maintenance Areas” and the “Grantor Maintenance Areas”, as applicable). Once the Riverwalk or a Phase of the Riverwalk is completed, Grantor shall contribute to ongoing maintenance and operations of the Riverwalk. Grantor’s contribution share will be agreed upon by the parties after the Easement Area Refinement Process but shall be no less than twenty percent (20%) of the annual ongoing maintenance and operation costs of the completed portion of the Riverwalk and any interim access. Grantor’s contribution to maintenance and operations shall not become due and payable until there is commercial activity on the Grantor Property triggered by Grantor’s or a third party’s use, such as when a residential building rents or sells units, a retail store or restaurant opens for business, an office tenant rents space, or the like.

7. Utilities. The parties shall work to ensure that utilities serving the Riverwalk will not be shared with the remainder of the Grantor Property. If during the Easement Area Refinement Process, Metro determines that separate utilities are infeasible, the shared elements

will be included in the Shared Maintenance Areas or Grantor Maintenance Areas as determined by Metro. The parties shall endeavor to create a collaborative and sustainable approach to stormwater management on the entire site, as it affects the Riverwalk.

8. Final Easement Area. The Final Plans for the Riverwalk or an applicable Phase shall set forth the specific easement area that will accommodate the Riverwalk and its associated improvements (the “Final Easement Area”), delineate the Shared Maintenance Areas and describe the Grantor Maintenance Areas. The Final Plans for the Riverwalk and the Final Easement Area shall, unless waived by Metro, include at least the following components: (a) linear connection from Highway 99E in downtown Oregon City to the PGE Property; (b) linear connection to the Canemah neighborhood, including nonmotorized bridge or overpass; (c) sufficient property to accommodate the landing of a nonmotorized bridge from the Oregon City promenade to the Grantor Property; (d) sufficient width or adjacent property to provide public amenities and programming on the Riverwalk, including restrooms, visitor center, maintenance and service access, an administrative office, docks and viewing platforms, and the like; (e) the entire “clarifier” area adjacent to Willamette Falls and the PGE Property as depicted on Exhibit C-2; (f) views of Willamette Falls; (g) habitat restoration; and (h) cultural and historic interpretation of the Grantor Property.

9. Amended Easement Agreement. Following the Easement Area Refinement Process and determination of the Final Easement Area, the parties shall record an amendment to this Agreement to reflect the Final Easement Area, agreements regarding the Shared Maintenance Areas and the Grantor Maintenance Areas, any changes in terms and conditions mutually agreed upon by the parties, and decisions made during the Easement Area Refinement Process in accordance with the terms and conditions of this Agreement. The parties may elect to amend this Agreement multiple times at the completion of each Phase.

10. Temporary Access; Construction; Staging on Grantor Property. Grantor hereby grants Metro temporary access to the Grantor Property prior to construction of the Riverwalk and any Phase of the Riverwalk for public site tours and outreach efforts, and as necessary or desirable in connection with permitting, design, engineering and construction of the Riverwalk. Metro shall have the right to construct the Riverwalk or any Phase thereof in accordance with the Final Plans; and to stage construction on the Grantor Property at no cost to Metro, in a manner that does not unreasonably interfere with Grantor’s activities on the Grantor Property. Grantor will be able to preempt Metro’s temporary access or construction staging with Metro’s prior written approval only so long as there are reasonable alternatives available. During construction of the Riverwalk or a Phase of the Riverwalk, Metro shall have the right to demolish and stabilize structures adjacent to and within the Final Easement Area, in accordance with the Final Plans. Metro shall be solely responsible for security of its construction areas and materials.

11. Permit Approvals. Metro may apply for and obtain land use approvals, building permits and designations for the Riverwalk to construct the Riverwalk. Grantor shall cooperate with Metro in applying for and obtaining such approvals and designations by, for example, prompt execution of applications and similar documents. If, as a condition of Metro’s land use approvals for the Riverwalk, Metro is required to construct infrastructure improvements that also benefit the remainder of the Grantor Property, such as traffic improvements, Grantor shall

contribute an equitable share of the fees, costs and expenses of such improvements, as agreed upon by the parties.

12. Interim Access; Parking. If at any point a Phase of the Riverwalk consisting of a viewpoint of Willamette Falls is constructed without a complete connection to downtown Oregon City along the Willamette River shoreline, Grantor hereby grants interim access for the public along Main Street or along another direct route through the Grantor Property to the constructed viewpoint at Metro's discretion, until such time as the Riverwalk is finally constructed. The parties understand that parking areas and interim access may need to be adjusted from time to time to accommodate any development of the Grantor Property by Grantor. If any development by Grantor interrupts the interim access route for longer than one (1) week, Grantor shall make available a similar quality alternative interim access route that is acceptable to Metro, at Grantor's sole cost. Without unreasonably interfering with Grantor's activities on the Grantor Property, Metro and the public shall have the right to park vehicles in the Preliminary Easement Area, including the area along the railroad spur, and may access these areas along Main Street or through the remainder of the Grantor Property, as permitted by law. The parties shall jointly develop safety and security protocols to be followed by both parties during any interim access period.

13. Project Modification. Following construction of the Riverwalk or any Phase of the Riverwalk, Metro may modify the Riverwalk at its discretion; provided that any modifications that require use of the Grantor Property outside the Final Easement Area shall be subject to Grantor's prior written approval.

14. Naming; Signage. Metro shall have the sole right to name and identify the Riverwalk and to erect interpretive signage on or along the Preliminary Easement Area, the Final Easement Area, and any interim access route.

15. Property Inspections; Legal Notices. Grantor shall permit Metro and its agents to enter the Grantor Property, the Preliminary Easement Area, and the Open Space (as defined in Section 16, below), at reasonable times after reasonable prior notice to Grantor, to conduct inspections, tests, and surveys concerning matters affecting and reasonably related to Metro's rights under this Agreement, including any environmental or archaeological investigations that Metro deems necessary (collectively, "Property Inspections"). Metro shall be responsible for all costs, fees, and expenses related to any Property Inspections that may be required, in Metro's reasonable discretion. Grantor shall provide Metro with a copy of any legal or public notices that it receives regarding the Grantor Property that could affect the Riverwalk.

16. Open Space Option. The Master Plan and Zone Change for the Grantor Property requires that Grantor construct open or public space on the Grantor Property upon certain development triggers set forth in the Master Plan and Zone Change (the "Open Space"). The parties acknowledge and agree that as of the effective date of this Agreement, the location of the Open Space on the Grantor Property has not been determined.

16.1. Grant of Option. Grantor, for and in consideration of the value to be added to the Grantor Property by the Riverwalk and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to Metro an exclusive

option (the "Option") to acquire the Open Space or a perpetual, exclusive easement in the Open Space, which Open Space shall include all improvements located thereon, and all other rights appurtenant to the real property and the improvements.

16.2. Option Term. This Option may be exercised upon Metro's delivery of written notice to Grantor (the "Exercise Notice") within two (2) years following completion of Grantor's construction of the Open Space (the "Option Term"). If Metro elects to acquire an easement in the Open Space, rather than fee title, the Exercise Notice shall include the form of easement agreement, which may provide that Metro will have exclusive rights to use the Open Space.

16.3. Option Price. The parties acknowledge and agree that Grantor has granted the Option to Metro in consideration of the public's investment in the Riverwalk. Therefore, the Option shall be exercisable by Metro for the sum of \$100.00, which amount shall be paid to Grantor on the Closing Date, defined below, through escrow. At Grantor's election, Grantor may donate the Open Space or an easement therein to Metro following Metro's exercise of the Option.

16.4. Closing of Sale or Easement for Open Space. The closing of the acquisition of the easement or fee title to the Open Space shall occur through escrow with a title company selected by Metro (the "Title Company") on the closing date specified in the Exercise Notice, which date shall not be more than ninety (90) days after the date the Exercise Notice (the "Closing Date"). Notwithstanding the foregoing, at Metro's election, Metro may delay the Closing Date to complete any Property Inspections that Metro deems necessary or advisable, in Metro's sole discretion. At closing, Metro and Grantor shall deposit with the Title Company all documents and funds necessary or appropriate to close the transaction in accordance with the terms of this Agreement, including, without limitation, any bills of sale or other transfer documents, all in customary form. At closing, Grantor shall convey an easement or fee simple title to the Open Space by special warranty deed (the "Deed") subject only to the exceptions agreed upon by Metro.

16.5. Closing Costs; Prorates. Metro and Grantor shall each pay one-half of the escrow fees charged by the Title Company and one-half of the recording charges of the deed or easement document. Real property taxes for the tax year in which the transaction is closed, assessments (if a permitted exception), and personal property taxes shall be prorated as of the Closing Date. All other income, expenses, and closing costs shall be prorated in the customary manner as of the Closing Date.

16.6. Ownership. During the Option Term, Grantor shall not sell, contract to sell, assign, lease, or otherwise transfer the Open Space or any part of it, nor grant an option to any third party to acquire all or any portion of it.

17. Compliance with Laws. All activities and use of the Preliminary Easement Area and the Grantor Property shall be in compliance with all applicable laws, statutes, ordinances, rules, regulations, and requirements of any government authority.

18. Costs; Taxes. Grantor shall bear all costs related to the ownership of the Preliminary Easement Area and the Grantor Property. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Preliminary Easement Area and the Property by competent authority (collectively “taxes”), and shall furnish Metro with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due Metro may, but is not obligated to, make or advance such payment of taxes upon ten days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate. Should Metro make or advance such payment of taxes, Grantor shall be obligated to reimburse Metro and such payment shall bear interest at the greater of (a) 8% per annum or (b) the maximum rate allowed by law, until Grantor has reimbursed Metro in full. Grantor shall also be responsible for and shall bear all costs associated with ensuring compliance with all federal, state, and local laws, regulations, rules, and ordinances. Any lawful tax or assessment on the Easement or the Riverwalk from and after the date of recording of this Agreement shall be paid by Metro.

19. Waiver of Liability. Metro assumes all risks arising out of the use of the Preliminary Easement and the Grantor Property including without limitation the use by members of the public, and Grantor shall not be liable to any person or entity for any use of the Preliminary Easement Area or the Grantor Property by Metro, except to the extent caused by the gross negligence or willful misconduct of Grantor. Grantor assumes all risks arising out of the use of the Preliminary Easement and the Grantor Property, and Metro shall not be liable to any person or entity for any use of the Preliminary Easement Area or the Grantor Property by Grantor, except to the extent caused by the gross negligence or willful misconduct of Metro.

20. Indemnity. The parties to this Agreement acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, both Metro and Grantor are immune from liability for injuries incurred on the Grantor Property by members of the public who access the Preliminary Easement Area or the Final Easement Area under authority of this Agreement. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution, Metro shall indemnify, defend (with counsel satisfactory to Grantor), and hold harmless Grantor from and against any and all costs, liabilities, claims, demands, suits, judgments, and causes of action, arising out of or related to property damage and/or personal injuries that occur or are alleged to occur as a result of Metro’s exercise of its rights under this Agreement, except to the extent caused by the negligent or wrongful acts or omissions of Grantor. Grantor shall indemnify, defend (with counsel satisfactory to Metro), and hold harmless Metro and its officers, employees, agents and assigns from and against any and all costs, liabilities, claims, demands, suits, judgments, and causes of action, arising out of or related to property damage and/or personal injuries that occur or are alleged to occur as a result of Grantor’s exercise of its rights under this Agreement (except to the extent caused by the negligent or wrongful acts or omissions of Metro), the existence of hazardous materials upon, about, or beneath the Grantor Property prior to the date of this Agreement or not caused by Metro, and any violation or potential violation of environmental law by Grantor.

21. Insurance. At all times, each party shall maintain and ensure that any of its contractors, subcontractors or third parties performing work on the Grantor Property (with

respect to Metro) or within the Preliminary Easement Area (with respect to Grantor) maintain the following insurance: (a) workers compensation insurance as required by the laws of the state of Oregon; (b) comprehensive broad-form commercial general liability insurance with a financially responsible company or companies covering property damage and bodily injury, with a per occurrence and aggregate limit of no less than \$1 million, naming the other party as an additional insured; and (c) professional liability coverage with a per occurrence limit of no less than \$1 million and naming the other party as an additional insured. In lieu of the above coverages, Metro (but not its contractors, subcontractors or other third parties) may self-insure the exposure and will provide evidence of such self-insurance to Grantor upon request.

22. Remedies. If either party fails to perform any obligation under this Agreement following written notice and a commercially reasonable opportunity to cure the default, the other party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief (without the necessity of showing inadequate remedies at law), to cure the default of such obligation and recover the costs thereof from the party breaching such obligation, or to pursue any other remedy available at law or in equity.

23. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and (a) personally delivered, (b) sent by United States mail, registered or certified mail, with all postage or delivery charges, as applicable, prepaid, return receipt requested, (c) sent by Federal Express or other reputable overnight courier service; or (d) sent by facsimile transmission to the address or facsimile number set forth below such party's signature on this Agreement. 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 23.

24. Covenants and Easements to Run with Land; Assignment. Each covenant and easement granted pursuant to this Agreement 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 Agreement shall bind, burden, and benefit Metro and Grantor, and their respective successors, assigns, heirs, personal representatives, lessees, mortgagees, and beneficiaries under any deed of trust. Any transfer, including, without limitation, conveyance, lease, or mortgage of the Grantor Property or the Preliminary Easement Area, shall be subject to this Agreement and its terms and conditions, and shall explicitly reference that it is subordinate to this Agreement in the transfer documents. A party's rights and obligations under this Agreement shall terminate upon assignment of that party's interest in this Agreement and transfer of all that party's interest in the Grantor Property, except that liability for acts or omissions occurring prior to transfer shall survive assignment or transfer.

25. Subordination; Estoppel. If a holder of a mortgage or deed of trust should request that this Agreement and Metro's rights hereunder be made subordinate to the mortgage or deed of trust, then Metro shall execute and deliver an agreement in form acceptable to Metro and the lender which shall provide that this Agreement shall be subject and subordinate to the mortgage or deed of trust, with the same force and effect as if this Agreement had been executed, delivered, and recorded after the execution, delivery, and recording of the mortgage or the deed

of trust; provided, however, that the subordination shall only be effective if the holder of the mortgage or deed of trust agrees in writing not to disturb Metro's use of the Grantor Property pursuant to this Agreement, to honor Metro's rights, and to comply with Grantor's obligations hereunder. The subordination agreement shall provide that so long as Metro is not in default under this Agreement, this Agreement will not be terminated if such holder acquires title to the Grantor Property by reason of foreclosure proceedings or acceptance of a deed in lieu of foreclosure. Upon request, Metro shall provide Grantor an estoppel certificate, certifying that this Agreement is in full force and effect and that Grantor is not in default under this Agreement.

26. No Obligation. Nothing in this Agreement shall obligate, or be construed to obligate, Metro to design or construct the Riverwalk.

27. No Joint Venture; Third Party Beneficiaries. This Agreement shall not be deemed or construed to create or establish any relationship of partnership or joint venture or similar relationship or arrangement between Grantor and Metro, and it shall not and is not intended to confer any rights or remedies to any third-party.

28. Authority. The individuals executing this Agreement on behalf of any party individually represent and warrant that he or she has been authorized to do so and has the power to bind the party for whom he or she is signing.

29. Amendment; Entire Agreement. This Agreement may not be amended except by written agreement signed by all of the parties hereto. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Metro and Grantor acknowledge and agree that each party's sole right to use any portion of the other party's property is pursuant to this Agreement, and each hereby waive, release, and discharge any and all other interests, rights or entitlements of or related to the other party's property.

30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to the conflicts of law provisions thereof. With respect to any suit, action or proceeding relating to this Agreement ("Proceedings"), each party irrevocably submits to exclusive jurisdiction of and venue with the courts of the State of Oregon in Multnomah County, and irrevocably waives any objection that it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such Proceedings, that such court does not have jurisdiction over such party. Nothing in this Agreement precludes either party from enforcing in any jurisdiction any judgment, order or award obtained in any such court.

31. Time of Essence. Time is of the essence with respect to the terms and conditions of this Agreement.

32. Severability. Invalidity of any one of the terms or provisions contained herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

[Remainder of page left blank; signatures follow on next page.]

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

METRO,
an Oregon municipal corporation

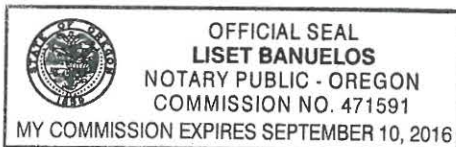

Martha J. Bennett, Chief Operating Officer

Date: 12/15/14

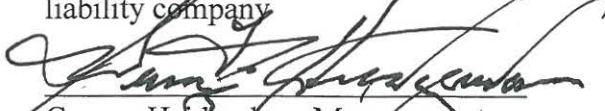
Address:
600 NE Grand Ave.
Portland, OR 97232
Facsimile: 503-797-1792

State of Oregon
County of Multnomah

This instrument was acknowledged before me on 12/15/14 (date)
by Martha J. Bennett, as Chief Operating Officer for Metro.



GRANTOR:
Falls Legacy, LLC, a Washington limited liability company

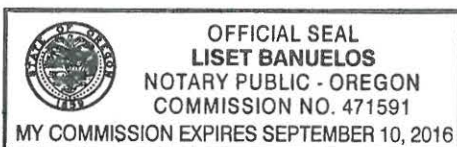

George Heidgerken, Manager


Date: 12-9-2014

Address:

State of Oregon
County of Multnomah

This instrument was acknowledged before me on 12/09/14 (date)
by George Heidgerken, as manager of Falls Legacy, LLC.




(Signature of notarial officer)
My commission expires: 09/10/2016

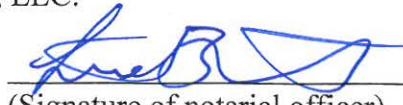

(Signature of notarial officer)
My commission expires: 09/10/2016

EXHIBIT A

The Grantor Property (legal)

PARCEL XIII:

A parcel located in the West one-half of Section 31, Township 2 South and Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being fully described as follows:

Commencing at the Southwest corner of said Section 31; thence North 32°30'13" East 3001.82 feet to a David Evans and Associates, Inc., 3-1/4-inch brass disk stamped "STA B WILL-DAM" set in the roadway on top of Portland General Electric Company's dam on the right bank of the Willamette River; thence North 17°10'45" East 329.77 feet to a David Evans and Associates, Inc. 3-1/4-inch brass disk stamped "GPS STA A WILL-DAM" set in the roadway on top of said dam; thence North 19°10'38" East 362.42 feet to a brass screw in lead set by Davis and Pike in PS 21487 on file at the Clackamas County Surveyor's Office and the point of beginning, said point being on the boundary of Parcel 16, Document No. 87-40048, Clackamas County Deed Records; thence using said PS 21487 as the basis of bearing and distances, South 53°29'30" East 123.28 feet to the Southwest corner of Block 1, Plat of OREGON CITY; thence North 36°30'30" East 34.55 feet along the West boundary of said block to the Westerly most corner of Parcel 17 in said Document No. 87-40048; thence leaving said Westerly boundary and following the Southerly boundary of said Parcel 17, South 21°14'21" East 165.54 feet; thence South 53°29'30" East 70.00 feet to the Westerly right-of-way of Main Street extended; thence leaving said Parcel 17 boundary and following said Westerly right-of-way extended, South 36°30'30" West 148.31 feet to the boundary of the parcel described in Document No. 89-42199; thence leaving said Westerly right-of-way extended and following the boundary of said Document No. 89-42199, North 48°03'00" West 15.20 feet; thence North 41°57'00" East 40.00 feet; thence North 48°03'00" West 86.00 feet; thence South 41°57'00" West 90.00 feet; thence South 48°03'00" East 105.96 feet to the Westerly right-of-way of Main Street extended; thence following said Westerly right-of-way extended, North 36°30'30" East 45.88 feet; thence leaving said Document No. 89-42199 boundary, South 53°29'30" East along the boundary of Parcel 91, Volume 209, Page 1, a distance of 196.37 feet to a point which is 15.00 feet Westerly when measured at right angles to the centerline of the main tract of the Oregon and California Railroad Company (now Southern Pacific Railroad); thence Northerly parallel with said centerline and 15.00 feet Westerly 179.00 feet to the Northerly boundary of the Mill Reserve; thence South 54°35' East along said Mill Reserve Boundary to a point which is Westerly 10.00 feet from said centerline; thence leaving the boundary of said PS 21487 as a basis of bearings and distances, Southerly parallel with said centerline and 10.00 feet Westerly when measured at right angles to the Northerly boundary of the Archibald McKinlay Donation Land Claim No. 60; thence Westerly following said claim line to a point which is 20.00 feet Westerly when measured at right angles to said centerline; thence leaving said claim line and said Parcel 91 boundary, Southerly and parallel and 20.00 feet Westerly when measured at right angles to said centerline, to the Northerly boundary of Block 21, Plat of CANEMAH; thence following the Northerly boundary of said Block 21, Westerly to the West boundary of said Donation Land Claim No. 60; thence Northerly along the Westerly boundary of said claim to the Northwest corner of said claim; thence Easterly following the North boundary of said claim to the Ordinary Low Water Line on the right bank of the Willamette River; thence Northerly following the Ordinary Low Water Line of the right bank of the Willamette River to a line intersecting said Ordinary Low Water Line running South 00°08'53" West from a point which is South 16°10'59" West 235.99 feet from said "GPS STA B"; thence North 00°08'53" East 144.80 feet to a point on the boundary of the property to be retained by Portland General Electric Company which is South 16°10'59" West 235.99 feet from said "GPS STA B"; thence North 04°52'47" West 176.01 feet to a point on said Portland General Electric Boundary; thence North 19°54'18" West 276 feet to the Ordinary Low Water Line on the right

bank of the Willamette River; thence following said Ordinary Low Water Line Northeasterly to the intersection of the South boundary of said Parcel 16, Document No. 87-40048; thence South 53°29'30" East per said Davis and Pike Survey to the point of beginning.

FURTHER EXCEPTING THEREFROM the following described property:

Commencing at said David Evans and Associates, Inc. 3-1/4-inch brass disk stamped "GPS STA B WILL-DAM"; thence North 17°10'45" East 329.77 feet to said David Evans and Associates, Inc. 3-1/4-inch brass disk stamped "GPS STA A WILL-DAM"; thence South 62°12'51" East 292.15 feet to a 1-inch brass cap stamped "DEA INC.", set in a concrete wall and the point of beginning; thence North 52°47'03" West 277.98 feet; thence South 17°10'45" West 550.00 feet; thence South 38°07'51" West 60.00 feet; thence North 04°52'47" West 176.01 feet; thence South 72°49'15" East 30.00 feet; thence North 17°10'45" East 534.40 feet; thence South 52°47'03" East 363.42 feet; thence South 37°12'57" West 65.00 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM that portion of Government Lot 11, also known as ABERNATHY ISLAND lying in Section 31, Township 2 South, Range 2 East of the Willamette Meridian.

PARCEL XIV:

Lot 8, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

TOGETHER WITH that portion of vacated Water Street inuring thereto by reason of vacating Ordinance No. 1918, recorded January 10, 1979, as Recorder's Fee No. 79-001179,

PARCEL XV:

All that property in the Oregon City Donation Land Claim, bounded as follows:

The Northwesternly line of Water Street, the Southwesterly line of Fourth Street and extended Northwesternly, the Northeasterly line of Fifth Street extended Northwesternly and the low water line of the Easterly right bank of the Willamette River.

PARCEL XVI:

Part of Lot 7, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at the most Northerly corner of Lot 7, Block 3, OREGON CITY; thence Southwesterly along the Northwesternly line of said Lot 7, a distance of 34.90 feet; thence at right angles to the last named course, Southeasterly 72.70 feet; thence at right angles to the last named course Northeasterly, 34.90 feet; thence Northwesternly 72.70 feet to the place of beginning.

PARCEL XVII:

Part of Lot 7, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the most Westerly corner of said lot on Water Street; thence Southeasterly along the Southerly line of said lot, 72.70 feet; thence Northeasterly, parallel to Water Street, 34.80 feet; thence at right angles to last named line in a Northwesternly direction, parallel to the

Southerly line of said lot, 72.70 feet to Water Street; thence Southwesterly along the Easterly line of Water Street, 34.80 feet to the place of beginning.

TOGETHER WITH that portion of vacated alley running East and West through Block 3 which inures thereto by reason of Vacation Ordinance No. 1918, recorded January 10, 1979, as Recorder's Fee No. 79-001179.

PARCEL XVIII:

Part of Lot 7, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at the Southeasterly corner of Lot 7, Block 3, OREGON CITY, said point being on the line of the alley between Main Street and Water Street in said city; running thence Northeasterly along the end of said Lot 7 to the most Easterly corner thereof; thence Northwesterly along the line of said lot to a point 72.70 feet from the most Northerly corner of said Lot 7; thence at right angles to said last line Southwesterly to a point on the line of said alley, 72.70 feet from the most Westerly corner of said Lot 7; thence Southeasterly along line of said alley and said Lot 7 to the point of beginning.

TOGETHER WITH that portion of vacated alley running East and West through Block 3, which inures thereto by reason of Vacation Ordinance No. 1918, recorded January 10, 1979, as Recorder's Fee No. 79-001179.

PARCEL XIX:

Lots 1 and 2, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

TOGETHER WITH that portion of vacated alley running East and West through Block 3, which inures thereto by reason of Vacation Ordinance No. 1918, recorded January 10, 1979, as Recorder's Fee No. 79-001179.

PARCEL XX:

Part of Lot 3, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Lot 3; thence Southwesterly along the Westerly line of Main Street, 65 feet, more or less, to the Northeast corner of that tract of land conveyed to Hawley Pulp and Paper Co. by Deed recorded January 20, 1928, in Book 191, Page 334, Deed Records; thence Northwesterly along the Northeasterly line of said Hawley Pulp and Paper Co. Tract, 105 feet to the Northwesterly boundary line of Lot 3; thence Northeasterly along said Northeasterly boundary line 65 feet, more or less, to the most Northerly corner of said Lot 3; thence Southeasterly along the Northeasterly line of said Lot 3, a distance of 105 feet to the place of beginning.

TOGETHER WITH that portion of vacated alley running East and West through Block 3, which inures thereto by reason of Vacation Ordinance No. 1918, recorded January 10, 1979, as Recorder's Fee No. 79-1179.

AND TOGETHER WITH that portion of vacated Main Street which inures thereto, by reason of Vacation Ordinance No. 1531, recorded June 25, 1963, in Book 623, Page 688.

PARCEL XXI:

Lots 5 and 6, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

TOGETHER WITH that portion of vacated water Street described in Vacation Ordinance No. 1531, recorded June 25, 1963, in Book 623, Page 688, Deed Records.

ALSO TOGETHER WITH that portion of vacated alley running East and West through Block 3, which inures thereto by reason of Vacation Ordinance No. 1918, recorded January 10, 1979, as Recorder's Fee No. 79-001179.

PARCEL XXII:

Part of Lots 3 and 4, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, more particularly described as follows:

Commencing at a point in the Northwestern line of Main Street, which is 33 feet Northeasterly from the most Southerly corner of Lot 4, Block 3, OREGON CITY; thence Northeasterly along the Northwestern line of Main Street, a distance of 41 feet to the most Southerly corner of that tract of land conveyed to T.L. Charman and E.E. Charman, by Deed recorded February 23, 1883, in Book "V", Page 197, Deed Records; thence Northwesternly parallel to the Northeasterly line of Fourth Street, a distance of 105 feet to the Northwestern line of Lot 3 of said Block 3; thence Southwesterly along the Northwestern lines of Lots 3 and 4, a distance of 17 feet to a point which is 57 feet Northeasterly from the most Westerly corner of Lot 4 of said Block 3; thence Southeasterly parallel to the Northeasterly line of Fourth Street, a distance of 55 feet; thence Southwesterly parallel to the Northwestern line of Main Street, a distance of 24 feet; thence Southeasterly parallel to the Northeasterly line of Fourth Avenue, a distance of 50 feet to the place of beginning.

ALSO that portion of vacated Main Street which inures thereto, by reason of Vacation Ordinance No. 1531, recorded June 25, 1963, in Book 623, Page 688.

PARCEL XXIII:

Part of Lot 4, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the most Southerly corner of said Lot 4; thence Northeasterly along the Northwestern line of Main Street, a distance of 33 feet; thence Northwesternly parallel to the Northeasterly line of Fourth Street, a distance of 50 feet; thence Northeasterly and parallel to the Northwestern line of Main Street, a distance of 24 feet; thence Northwesternly and parallel with the Northeasterly line of Fourth Street, a distance of 55 feet to the Northwestern line of Lot 4; thence Southwesterly along said Northwesternly line of Lot 4, a distance of 57 feet to the most Westerly corner of Lot 4; thence Southeasterly along the Northeasterly line of Fourth Street, a distance of 105 feet to the place of beginning.

TOGETHER WITH that portion of vacated Main Street which inures thereto, by reason of Vacation Ordinance No. 1531, recorded June 25, 1963, in Book 623, Page 688.

PARCEL XXIV:

The following described portions of Main Street and Fourth Street, as vacated by Ordinance No. 1458, recorded May 26, 1959 in Book 555, Page 839, OREGON CITY, in the City of Oregon

City, County of Clackamas and State of Oregon, to wit:

Beginning at the most Southerly corner of said Block 1, said plat; thence Northeasterly along the Northwesternly line of Main Street to the Northeasterly corner of Block 2; thence Northwesternly along the Northeasterly boundary of Block 2 to the most Northerly corner of said Block 2; thence Northeasterly along the Northeasterly extension of the Northwesternly line of Block 2 to the most Westerly corner of Block 3; thence Southeasterly along the Southwesterly boundary of Block 3 and the Southeasterly extension thereof to the Southeasterly line of Main Street, said plat; thence Southwesterly along the Southeasterly line of Main Street to the intersection of said Southeasterly line with the Southeasterly extension of the Southwesterly line of said Block; thence Northwesternly to the place of beginning, all within the corporate limits of said city.

TOGETHER WITH that portion of vacated Water Street inuring thereto by reason of Vacation Order No. 1531, recorded June 25, 1963, in Book 623, Page 688.

PARCEL XXV:

A tract of land in OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Commencing at the most Westerly corner of Block 2, OREGON CITY; thence Northwesternly on a Northwesternly extension of the Southwesterly line of Block 2, to the low water mark of the Willamette River; thence Northerly along the low water mark of the river to a point of intersection with the Northwesternly extension of the Northeasterly line of Block 2; thence Southeasterly along said Northwesternly extension of the Northeasterly line of Block 2, to the most Northerly corner of Block 2; thence Southwesterly along the Northwesternly line of Block 2, to the place of beginning.

TOGETHER WITH that portion of vacated Third Street and Water Street which inures thereto by Vacation Ordinance No. 82, recorded November 23, 1955.

TOGETHER WITH those portions of vacated Water Street which inures thereto by reason of Vacation Ordinance No. 1391, recorded February 6, 1953, in Book 465, Page 249.

PARCEL XXVI:

All of Block 2, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

TOGETHER WITH all of the vacated alley in Block 2, which inures thereto by reason of Vacation Ordinance No. 740, recorded November 23, 1955, in Book 504, Page 223.

ALSO TOGETHER WITH any portions of vacated Water Street which inures thereto by reason of Vacation Ordinance No. 82, recorded November 23, 1955 and Vacation Ordinance No. 1391, recorded February 6, 1953, in Book 465, Page 249.

PARCEL XXVII:

That portion of vacated Third Street lying Westerly of the Northwest line of Main Street in the plat of OREGON CITY, disclosed by Ordinance No. 1420, in the City of Oregon City, County of Clackamas and State of Oregon.

PARCEL XXVIII:

Lots 1, 2, 3, 6, 7 and 8, and the North one-half of Lots 4 and 5, Block 1, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

TOGETHER WITH that portion of a vacated alley which inured thereto by Ordinance No. 96, recorded November 23, 1955 in Book 504, Page 221.

ALSO TOGETHER WITH that portion of vacated Water Street which inures thereto by reason of Ordinance No. 82, recorded November 23, 1955, in Book 504, Page 219.

PARCEL XXIX:

A part of the Oregon City Claim, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at a point 300 feet West of the intersection of the South line of Third Street in Oregon City with the center line of Main Street; thence Southerly on the West line of Water Street, 286.40 feet to the North line of Second Street extended Westerly; thence Westerly on said North line to the low water mark of the Willamette River; thence downstream with the meanders thereof to the South line of Third Street; thence Easterly on said South line to the place of beginning.

TOGETHER WITH those portions of vacated 3rd Street and Water Street which inured thereto by reason of vacation by Ordinance No. 82, recorded November 23, 1955, in Book 504, Page 219.

PARCEL XXX:

A portion of Lots 4 and 5, Block 1, OREGON CITY, and a portion of the Oregon City Claim, in Section 31, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the Northwestern line of vacated Main Street 99 feet Southwesterly from the Southeast corner of the vacated alley in said Block 1; thence Southwesterly along the Northwestern line of vacated Main Street and its Southwesterly extension 93 feet; thence Northwesterly at right angles to Main Street 70 feet; thence Northwesterly in a straight line 167.75 feet, more or less, to the most Westerly corner of the North one-half of Lot 5, Block 1, OREGON CITY; thence Southeasterly along the Southwesterly line of the North halves of Lots 4 and 5, Block 1, OREGON CITY, 210 feet to the place of beginning.

PARCEL XXXI:

A parcel of land located in Section 31, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the most Southerly corner of Parcel II in that certain tract described in Deed from Oregon City Manufacturing Company, a corporation, to Publishers' Paper Co., a corporation, dated September 27, 1954, recorded September 29, 1954, in Book 486, Page 614, Deed Records; thence South 36°30'30" West along the Southwesterly extension of the Northwest line of Main Street, a distance of 148.31 feet to the true place of beginning of that tract being herein described; thence North 48°03'00" West, a distance of 15.20 feet; thence North 41°57'00" East, a distance of 40.00 feet; thence North 48°03'00" West, a distance of 86.00 feet; thence South 41°57'00" West, a distance of 90.00 feet; thence South 48°03'00" East, a distance of 86.00 feet; thence South 48°03'00" East, a distance of 19.96 feet to said extended

Northwest line of Main Street; thence along said extended Northwest line North 36°30'30" East, a distance of 45.88 feet; thence continuing along said extended Northwest line North 36°30'30" East, a distance of 4.35 feet to the true place of beginning.

EXCEPT that portion of the property described in the boundary line agreement recorded as Document No. 89-042199 between Smurfit Newsprint Corporation and Portland General Electric Company which falls within the boundary of the following described property:

Commencing at the Southwest corner of said Section 31; thence North 32°30'13" East 3001.82 feet to a David Evans and Associates, Inc. 3-1/4-inch brass disk stamped "GPS STA B WILL-DAM" set in the roadway on top of Portland General Electric Company's dam on the right bank of the Willamette River; thence North 17°10'45" East 329.77 feet to a David Evans and Associates, Inc. 3-1/4-inch brass disk stamped "GPS STA A WILL-DAM"; thence South 62°12'51" East 292.15 feet to a 1-inch brass cap stamped "DEA INC.", set in a concrete wall and the point of beginning; thence North 52°47'03" West 277.98 feet; thence South 17°10'45" West 550.00 feet; thence South 38°07'51" West 60.00 feet; thence North 04°52'47" West 176.01 feet; thence South 72°49'15" East 30.00 feet; thence North 17°10'45" East 534.40 feet; thence South 52°47'03" East 363.42 feet; thence South 37°12'57" West 65.00 feet to the point of beginning.

PARCEL XXXII:

A tract of land situate in Section 31, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being a part of which is known as MILL RESERVE, and more particularly described as follows, to-wit:

Beginning at a point in Oregon City, in said county and state, where the Northerly boundary line of MILL RESERVE, in said town, intersects the Easterly line of Main Street extended Southerly; thence Southerly along said Easterly line of Main Street extended 175 feet; thence North 53°38'-1/2' West, a distance of 64.0 feet; thence North parallel with the Easterly line of the tract of land herein described, 173.76 feet to the said Northerly boundary line of MILL RESERVE; thence Southeasterly along said boundary line 64 feet, more or less, to the place of beginning.

PARCEL XXXIII:

A tract of land in Section 3, Township 2 South, Range 2 East of the Willamette Meridian, being a part of what is known as MILL RESERVE, more particularly described as follows:

Commencing at a point in the East line of Main Street in said Oregon City at the Northwest corner of a parcel of land known and designated as the MILL RESERVE, (shown on tax assessor's maps as "North line of MILL RESERVE") the same being also the corner of a lot of land owned by the heirs of Daniel Harvey, deceased, and running thence in a straight line along the said East line of said Main Street, Southerly 175 feet to the true point of beginning of the tract to be described; thence at right angles with the East line of Main Street Easterly to a point within 15 feet West of the center of the Portland Railway Company's Tract; thence Northerly on a line parallel with the center of said railroad tract and 15 feet distant therefrom, 125 feet, more or less, to a point 50 feet from said lands belonging, or formerly belonging to the heirs of said Daniel Harvey, deceased, and within 50 feet of the Northern boundary of said MILL RESERVE; thence Westerly at right angles with said Main Street to a point in the East line of Main Street; thence South along the East line of Main Street to the true place of beginning. The same being a parcel of land 125 feet front on Main Street and extending back to within 15 feet of the center of said railroad tract.

EXCEPT THEREFROM any portion described as Parcel XIV in Document recorded April 25, 1949, in Book 418, Page 408.

PARCEL XXXIV:

A tract of land in Section 31, Township 2 South, Range 1 East of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point of intersection of the Southerly line of Block 29, in OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, and a line parallel with the Easterly line of Main Street, and 78.3 feet Easterly thereof and running thence Southerly, parallel with the Easterly line of Main Street 72.5 feet to the Southerly side of the foundation of the former filter building; thence Westerly along the Southerly line of the foundation of said filter building, 18.3 feet to a point; thence Southerly on a line parallel with the Easterly line of Main Street, 10 feet; thence Easterly on a line parallel with the Southerly line of said Block 29 to the Southeast corner of said tract belonging to the city (recorded December 3, 1901, in Book 78, Page 390); thence Northeasterly along the Easterly line of said tract to the intersection of the Southerly line of said Block 29; thence Westerly on the Southerly line of Block 29 to the place of beginning.

PARCEL XXXV:

A tract of land being in Section 31, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Oregon City, County of Clackamas and State of Oregon, and being a portion of Lot 5, PLAT OF OREGON CITY, and known as a portion of the MILL RESERVE.

Beginning at a point 47.5 feet Northerly from the most Westerly corner of Lot 5, Block 28, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon, on the Easterly line of Main Street; thence Southerly on the Easterly line of Main Street, 150 feet; thence Easterly at right angles, 60 feet; thence Northerly at right angles, 31 feet; thence Easterly at right angles 18.3 feet; thence Northerly at right angles 119 feet; thence Westerly at right angles 78.3 feet to the place of beginning.

PARCEL XXXVI:

All of Block 29, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

TOGETHER WITH vacated alley running Easterly and Westerly through said block, lying Westerly of the Westerly line of Southern Pacific Railroad right of way (formerly Oregon and California Railroad right of way), by Ordinance No. 440, recorded November 23, 1955, in Book 504, Page 222.

TOGETHER WITH that portion of vacated Third Street which inured thereto by reason of Vacation Ordinance No. 978, recorded November 23, 1955, in Book 504, Page 226.

EXCEPTING THEREFROM a portion of Lot 5, described as follows:

Beginning at the most Westerly corner of said Lot 5; thence Northerly along Main Street 47.5 feet; thence Easterly at right angles 78.3 feet; thence Southerly at right angles 47.5 feet; thence Westerly at right angles 78.3 feet to the place of beginning.

AND ALSO EXCEPTING THEREFROM that portion of Lots 1 and 2 described as follows:

Beginning at a point in the Northerly line of Block 29 of the original Town of OREGON CITY, Oregon, distant 202.21 feet Easterly along said Northerly line from its intersection with the center line of Main Street; thence Easterly on said Northerly line 15.79 feet to a point on the Oregon and California Railroad Company's Westerly right of way line; thence Southerly along said right of way line 138.62 feet, more or less, to its intersection with the Southerly line of Lot 2, Block 29; thence Westerly along said Southerly line 15.79 feet, more or less, to a point distant Easterly along said lot line 191.86 feet from the center line of Main Street, which point is distant 22.5 feet Westerly at right angles from the center line of Oregon and California Railroad Company's main tract, as now constructed; thence Easterly parallel to said center line and 22.5 feet distant Westerly therefrom, 138.62 feet to the point of beginning.

PARCEL XXXVII:

All of Block 28, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

TOGETHER WITH the vacated alley running Easterly and Westerly through said block lying Westerly of the Southern Pacific Railroad Company right of way (formerly Oregon and California Railroad Company right of way) by Ordinance No. 776, recorded November 23, 1955, in Book 504, Page 224.

TOGETHER WITH that portion of vacated Fourth Street inuring thereto by reason of Vacation Ordinance No. 797, recorded November 23, 1955 in Book 504, Page 225, and that portion of Third Street which inured thereto by Vacation Ordinance No. 978, recorded November 23, 1955, in Book 504, Page 226.

EXCEPT the Easterly 8 feet of Lots 1 and 2, conveyed to the Oregon and California Railroad Company by Deed from H.L.L. Clark, recorded May 6, 1907, in Book 99, Page 196, Deed Records, Deed from Alonso L. Richardson, recorded May 6, 1906, in Book 99, Page 197, Deed Records, and Deed from W.L. Block, recorded November 7, 1906, in Book 97, Page 218, Deed Records.

AND EXCEPT that part of Lots 3 and 4, claimed by the Southern Pacific Railroad Company, (formerly the Oregon and California Railroad Company) by Deeds from Daniel F. Leahy and wife, recorded May 3, 1876, in Book "M", Page 98, Deed Records, and recorded July 20, 1891, in Book 44, Page 66, Deed Records.

AND EXCEPT that part of Lots 1, 2 and 3, conveyed by Hawley Pulp and Paper Company to the Oregon and California Railroad Company by Deed recorded May 9, 1916, in Book 142, Page 620, Deed Records.

PARCEL XXXVIII:

All of Lots 3, 4, 5 and 6, Block 27, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

TOGETHER WITH that a portion of vacated Fourth Street inuring thereto by reason of Vacation Ordinance No. 797, recorded November 23, 1955, in Book 504, Page 225, and vacated Main Street inuring thereto by reason of Vacation Ordinance No. 1531, recorded June 25, 1963, in Book 623, Page 688.

EXCEPT that part of Lots 3 and 4 conveyed to the Oregon and California Railroad Company by Deed recorded May 3, 1876, in Book "M", Page 98 and in Deed recorded May 9, 1916, in Book

142, Page 623, Deed Records, and described as follows:

Beginning at a point in the Southerly line of Block 27, which is 229.26 feet distant Easterly on said Southerly line from its intersection with the center line of Main Street; thence Northerly parallel to the center line of the Oregon California Railroad Company's main tract (as it existed in 1916) and 26 feet distant Westerly therefrom 130.8 feet to a point in the Northerly line of Lot 3 in said Block 27; thence Easterly on said Northerly line 2.3 feet to the Northeast corner of Lot 3 in said block; thence Southerly on the Easterly line of Block 27, a distance of 139.4 feet to the Southeasterly corner of Block 27; thence Westerly on the Southerly line of Block 27, a distance of 12.74 feet to the place of beginning.

PARCEL XXXIX:

Beginning at the most Westerly corner of Block 29, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon; thence Southerly along an extension of the Southeasterly boundary of Main Street, now vacated, to the Northerly line of the Mill Reserve; thence Northwesterly along said Mill Reserve line 64 feet, more or less, to a point on the Southwesterly extension of the Northwesterly boundary of Main Street, now vacated; thence Easterly along said extension of Main Street to the most Southerly corner of Block 1, OREGON CITY; thence Southeasterly along the Southerly terminus of Main Street, now vacated, 64 feet to the point of beginning.

PARCEL XL:

That portion of vacated Water Street, as described in Vacation Ordinance No. 1918, recorded January 10, 1979, as Recorder's Fee No. 79-001179, lying Southwesterly of the Northwesterly extension of the Southwest line of Lot 8, Block 3, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

PARCEL XLI:

Lot 1, Block 74, OREGON CITY, in the City of Oregon City, County of Clackamas and State of Oregon.

EXHIBIT B

The Grantor Property (partial) and Exception Area

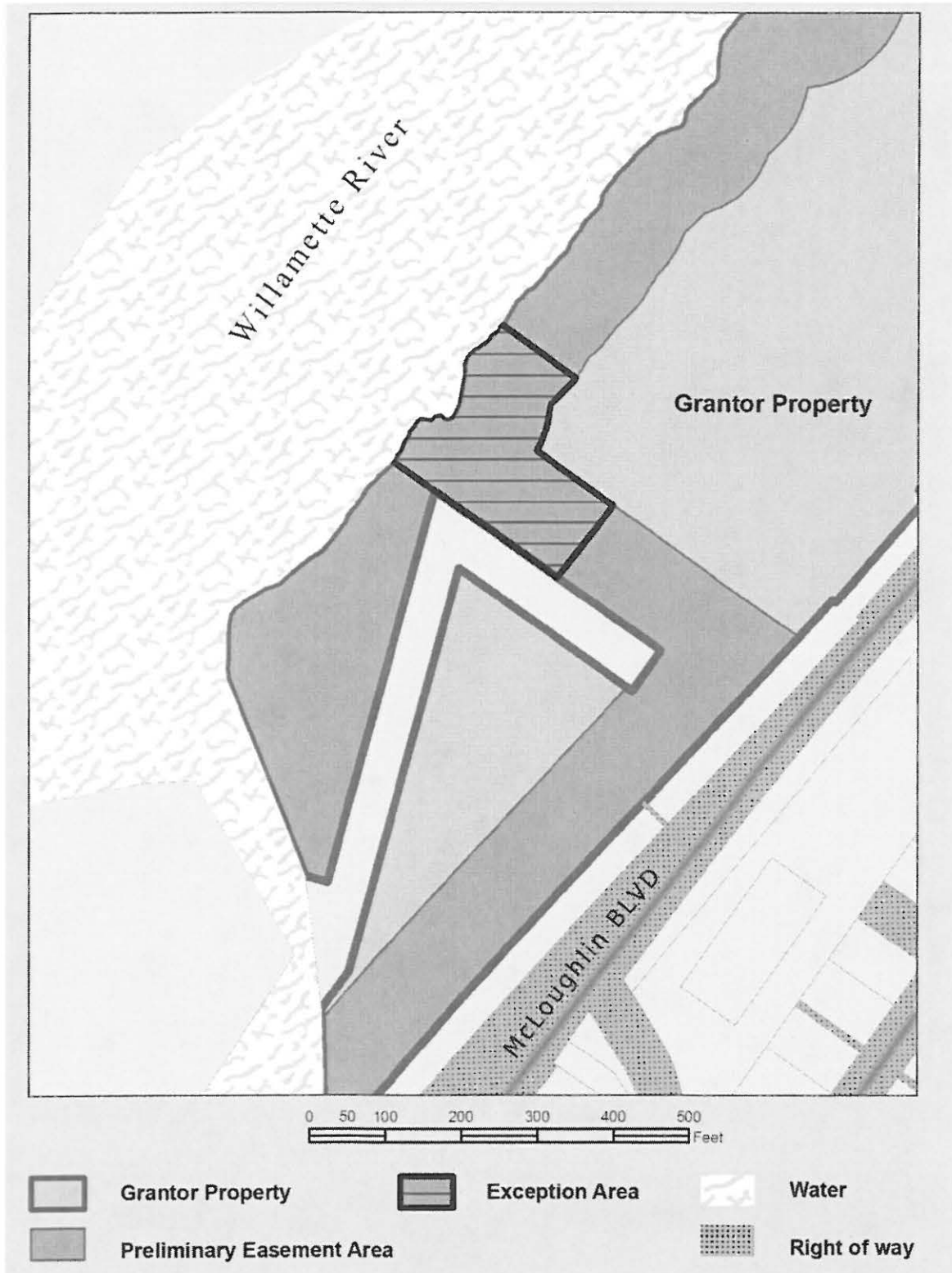


Exhibit B - Easement Agreement

EXHIBIT C-1

Preliminary Easement Area – Legal Description

A portion of the plat "Oregon City" and other lands located in the Northwest One-Quarter and Southwest One-Quarter of Section 31, Township 2 South, Range 2 East, Willamette Meridian, Oregon City, Clackamas County, Oregon being more particularly described as follows:

Beginning at a 3-1/4 inch brass disk on the south line of the McKinlay Donation Land Claim (DLC) 60, being a witness corner to the most westerly corner of said DLC 60; thence along the south line of said DLC 60 North 42°55'13" West 72.00 feet to the southwest corner thereof; thence along the west line of said DLC 60 North 36°22'43" East 85.70 feet to the northerly line of the plat "Canemah", being on the south boundary of the tract per Document Number 2000-029964 and the True Point of Beginning; thence continuing along said west line North 36°22'43" East 11.06 feet to a point on the Ordinary Low Water line (OLW) of the Willamette River; thence along said OLV North 64°16'36" East 69.85 feet to a point; thence continuing along said OLV North 52°02'37" East 98.24 feet to a point; thence continuing along said OLV North 47°03'13" East 187.00 feet to a point; thence continuing along said OLV North 47°06'03" East 228.00 feet to a point; thence continuing along said OLV North 42°32'08" East 256.87 feet to a point; thence continuing along said OLV North 38°46'35" East 224.21 feet to a point; thence continuing along said OLV North 41°13'38" East 160.89 feet to a point; thence continuing along said OLV North 43°06'22" East 191.76 feet to a point; thence continuing along said OLV North 40°48'44" East 195.90 feet to a point; thence continuing along said OLV North 37°47'28" East 125.44 feet to a point; thence continuing along said OLV North 38°08'02" East 49.58 feet to a point; thence continuing along said OLV North 16°53'58" East 20.64 feet to a point; thence continuing along said OLV North 46°49'09" East 104.70 feet to a point; thence leaving said OLV along the westerly boundary of the tract per Document Number 2000-029964 North 00°08'53" East 106.38 feet to a point; thence along a line parallel and 120.00 feet distant when measured at right angles from the northwesterly right-of-way of the Union Pacific Railroad along a non-tangent curve to the right (Radial: South 47°31'50" East) with a Radius of 7769.44 feet, a Delta of 00°07'26", a Length of 16.78 feet, and a Chord of North 42°31'53" East 16.78 feet to a point of compound curvature; thence continuing along said parallel line along a curve to the right with a Radius of 5859.58 feet, a Delta of 01°37'59", a Length of 167.01 feet, and a Chord of North 43°24'35" East 167.00 feet to a point of compound curvature; thence continuing along said parallel line along a curve to the right with a Radius of 7769.44 feet, a Delta of 00°13'30", a Length of 30.51 feet, and a Chord of North 44°20'20" East 30.51 feet to a point of compound curvature; thence continuing along said parallel line along a curve to the right with a Radius of 11589.16 feet, a Delta of 00°09'00", a Length of 30.34 feet, and a Chord of North 44°31'35" East 30.34 feet to a point of compound curvature; thence continuing along said parallel line along a curve to the right with a Radius of 23048.31 feet, a Delta of 00°04'30", a Length of 30.17 feet, and a Chord of North 44°38'20" East 30.17 feet to a point of tangency; thence

continuing along said parallel line North 44°40'35" East 229.12 feet to a point; thence leaving said parallel line North 44°59'22" East 100.00 feet to a 1-1/8 inch brass disk inscribed "D.E.A. INC." at the easterly southeast corner of the tract per Document Number 2000-041748 (adjusted per Document Number 2000-027829); thence along the easterly southeast line of said tract North 37°12'57" East 65.00 feet to the most easterly corner thereof; thence along the northerly boundary of said tract North 52°47'03" West 363.42 feet to the most northerly corner thereof; thence continuing along the northerly boundary of said tract South 17°10'45" West 534.40 feet to a point; thence continuing along the northerly boundary of said tract North 72°49'15" West 30.00 feet to the westerly northwest corner thereof; thence along the westerly boundary of the tract per Document Number 2000-029964 North 19°54'18" West 294.02 feet to a point on the OLW; thence along said OLW North 40°56'30" East 20.86 feet to a point; thence continuing along said OLW North 01°11'37" West 38.31 feet to a point; thence continuing along said OLW North 16°07'01" East 20.75 feet to a point; thence continuing along said OLW North 45°25'00" East 12.62 feet to a point; thence continuing along said OLW North 50°36'33" East 40.46 feet to a point; thence continuing along said OLW North 62°18'55" East 28.41 feet to a point; thence continuing along said OLW North 60°14'47" East 46.05 feet to a point; thence continuing along said OLW South 58°47'21" East 42.11 feet to a point; thence continuing along said OLW North 04°05'33" West 50.39 feet to a point; thence continuing along said OLW North 30°24'13" West 21.22 feet to a point; thence continuing along said OLW North 60°24'15" East 29.50 feet to a point; thence continuing along said OLW North 43°37'56" East 35.09 feet to a point; thence continuing along said OLW North 39°42'42" East 49.85 feet to a point; thence continuing along said OLW North 38°44'24" East 69.13 feet to a point; thence continuing along said OLW South 84°51'41" East 14.96 feet to a point; thence continuing along said OLW South 82°34'20" East 13.19 feet to a point; thence continuing along said OLW North 79°10'40" East 10.22 feet to a point; thence continuing along said OLW North 26°30'11" East 16.51 feet to a point; thence continuing along said OLW North 12°46'01" East 60.14 feet to a point; thence continuing along said OLW North 35°05'01" East 10.55 feet to a point; thence continuing along said OLW North 53°10'05" East 40.54 feet to a point; thence continuing along said OLW North 47°14'49" East 8.33 feet to a point; thence continuing along said OLW North 39°15'59" East 74.33 feet to a point; thence continuing along said OLW North 42°25'00" East 61.33 feet to a point; thence continuing along said OLW North 38°14'49" East 42.23 feet to a point; thence continuing along said OLW North 36°58'32" East 35.14 feet to a point; thence continuing along said OLW North 32°42'37" East 24.59 feet to a point; thence continuing along said OLW North 40°31'57" East 39.63 feet to a point; thence continuing along said OLW North 52°13'03" East 54.57 feet to a point; thence continuing along said OLW North 57°28'53" East 36.29 feet to a point; thence continuing along said OLW North 38°42'38" East 65.92 feet to a point; thence continuing along said OLW North 78°24'29" East 13.81 feet to a point; thence continuing along said OLW North 38°27'03" East 6.94 feet to a point; thence continuing along said OLW North 09°11'01" West 12.59 feet to a point; thence continuing along said OLW North 02°49'26" West 27.52 feet to a point; thence continuing along said OLW North 30°13'59" East 52.58 feet to a point; thence continuing along said OLW South 50°41'07" East 6.51 feet to a point; thence continuing along said OLW North 75°33'39" East 61.32 feet to a point; thence continuing along said OLW North 58°03'11" East 27.48 feet to a point; thence continuing along said OLW North 22°09'42" East 44.21 feet to a point; thence continuing along said OLW North 29°48'13" East 90.71 feet to a point; thence continuing along said OLW North

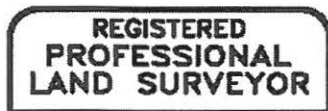
37°51'08" East 73.36 feet to a point; thence continuing along said OLV North 23°36'10" West 22.89 feet to a point; thence continuing along said OLV North 29°34'48" East 10.48 feet to a point; thence continuing along said OLV North 52°08'39" East 16.10 feet to a point; thence continuing along said OLV North 44°27'27" East 41.97 feet to a point; thence continuing along said OLV North 34°26'24" East 55.83 feet to a point; thence continuing along said OLV North 46°21'55" East 50.92 feet to a point; thence continuing along said OLV North 25°29'05" East 58.91 feet to a point on the northerly boundary of the tract per Document Number 2000-029964 from which point a brass screw bears South 52°04'00" East 6.62 feet; thence along said northerly boundary South 52°04'00" East 69.29 feet to a point; thence continuing along said northerly boundary South 37°56'00" West 60.00 feet to a brass screw; thence continuing along said northerly boundary South 52°04'00" East 64.35 feet to a point; thence leaving said northerly boundary along a line parallel and 120.00 feet distant when measured at right angles from said OLV South 46°21'55" West 53.68 feet to a point; thence along said parallel line South 34°26'24" West 50.89 feet to a point; thence along said parallel line South 23°36'10" East 14.32 feet to a point; thence along said parallel line South 37°51'08" West 136.24 feet to a point; thence along said parallel line South 29°48'13" West 74.25 feet to a point; thence along said parallel line South 22°09'42" West 75.06 feet to a point; thence along said parallel line South 58°03'11" West 84.82 feet to a point; thence along said parallel line South 75°33'39" West 11.26 feet to a point; thence along said parallel line South 09°11'01" East 15.44 feet to a point; thence along said parallel line South 38°27'03" West 103.53 feet to a point; thence along said parallel line South 78°24'29" West 14.13 feet to a point; thence along said parallel line South 38°42'38" West 42.43 feet to a point; thence along said parallel line South 57°28'53" West 50.60 feet to a point; thence along said parallel line South 52°13'03" West 36.77 feet to a point; thence along said parallel line South 40°31'57" West 19.15 feet to a point; thence along said parallel line South 32°42'37" West 20.86 feet to a point; thence along said parallel line South 36°58'32" West 40.94 feet to a point; thence along said parallel line South 38°14'49" West 47.93 feet to a point; thence along said parallel line South 42°25'00" West 62.40 feet to a point; thence along said parallel line South 39°15'59" West 79.40 feet to a point; thence along said parallel line South 47°14'49" West 22.91 feet to a point; thence along said parallel line South 53°10'05" West 8.77 feet to a point; thence along said parallel line South 12°46'01" West 35.50 feet to a point; thence along said parallel line South 26°30'11" West 23.89 feet to a point; thence along a line parallel and 120.00 feet distant when measured at right angles from the northerly boundary of the tract per Document Number 2000-041748 (adjusted per Document Number 2000-027829) South 52°47'03" East 432.57 feet to a point on the northwesterly right-of-way of the Union Pacific Railroad (10.00 feet from centerline); thence along said northwesterly right-of-way along a non-tangent curve to the right (Radial: North 45°37'25" West) with a Radius of 7629.44 feet, a Delta of 00°04'29", a Length of 9.96 feet, and a Chord of South 44°24'50" West 9.96 feet to a point of compound curvature; thence continuing along said northwesterly right-of-way along a curve to the right with a Radius of 11449.16 feet, a Delta of 00°09'00", a Length of 29.97 feet, and a Chord of South 44°31'35" West 29.97 feet to a point of compound curvature; thence continuing along said northwesterly right-of-way along a curve to the right with a Radius of 22908.31 feet, a Delta of 00°04'30", a Length of 29.99 feet, and a Chord of South 44°38'20" West 29.99 feet to a point of tangency; thence continuing along said northwesterly right-of-way line South 44°40'35" West 461.40 feet to a point of curvature; thence continuing along said northwesterly right-of-way line along a curve to the left with a Radius of 22928.31 feet, a Delta of 00°04'30", a Length of 30.01 feet,

and a Chord of South 44°38'20" West 30.01 feet to a point of compound curvature; thence continuing along said northwesterly right-of-way line along a curve to the left with a Radius of 11469.16 feet, a Delta of 00°09'00", a Length of 30.03 feet, and a Chord of South 44°31'35" West 30.03 feet to a point of compound curvature; thence continuing along said northwesterly right-of-way line along a curve to the left with a Radius of 7649.44 feet, a Delta of 00°13'30", a Length of 30.04 feet, and a Chord of South 44°20'20" West 30.04 feet to a point of compound curvature; thence continuing along said northwesterly right-of-way line along a curve to the left with a Radius of 5739.58 feet, a Delta of 01°37'59", a Length of 163.59 feet, and a Chord of South 43°24'35" West 163.58 feet to a point of compound curvature; thence continuing along said northwesterly right-of-way line along a curve to the left with a Radius of 7649.44 feet, a Delta of 00°13'30", a Length of 30.04 feet, and a Chord of South 42°28'51" West 30.04 feet to a point of compound curvature; thence continuing along said northwesterly right-of-way line along a curve to the left with a Radius of 11469.16 feet, a Delta of 00°09'00", a Length of 30.03 feet, and a Chord of South 42°17'36" West 30.03 feet to a point of compound curvature; thence continuing along said northwesterly right-of-way line along a curve to the left with a Radius of 22928.31 feet, a Delta of 00°04'30", a Length of 30.01 feet, and a Chord of South 42°10'51" West 30.01 feet to a point of tangency; thence continuing along said northwesterly right-of-way line South 42°08'36" West 182.50 feet to a point on the north line of DLC 60; thence along said north line North 88°28'28" West 13.17 feet to a point on the northwesterly right-of-way of the Union Pacific Railroad (20.00 feet from centerline); thence along said northwesterly right-of-way line South 42°08'36" West 566.92 feet to a point of curvature; thence along said northwesterly right-of-way line along a curve to the left with a Radius of 5749.58 feet, a Delta of 00°18'00", a Length of 30.10 feet, and a Chord of South 41°59'36" West 30.10 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the left with a Radius of 2884.79 feet, a Delta of 00°36'00", a Length of 30.21 feet, and a Chord of South 41°32'36" West 30.21 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the left with a Radius of 1929.86 feet, a Delta of 02°16'05", a Length of 76.39 feet, and a Chord of South 40°06'33" West 76.39 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the left with a Radius of 2884.79 feet, a Delta of 00°36'00", a Length of 30.21 feet, and a Chord of South 38°40'31" West 30.21 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the left with a Radius of 5749.58 feet, a Delta of 00°18'00", a Length of 30.10 feet, and a Chord of South 38°13'31" West 30.10 feet to a point of tangency; thence along said northwesterly right-of-way line South 38°04'31" West 105.60 feet to a point of curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 5709.58 feet, a Delta of 00°18'00", a Length of 29.90 feet, and a Chord of South 38°13'31" West 29.90 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 2844.79 feet, a Delta of 00°36'00", a Length of 29.79 feet, and a Chord of South 38°40'31" West 29.79 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 1889.86 feet, a Delta of 07°05'42", a Length of 234.02 feet, and a Chord of South 42°31'22" West 233.87 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 2844.79 feet, a Delta of 00°36'00", a Length of 29.79 feet, and a Chord of South 46°22'13" West 29.79 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 5709.58 feet, a Delta

of $00^{\circ}18'00''$, a Length of 29.90 feet, and a Chord of South $46^{\circ}49'13''$ West 29.90 feet to a point of tangency; thence along said northwesterly right-of-way line South $46^{\circ}58'13''$ West 129.30 feet to a point of curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 5709.58 feet, a Delta of $00^{\circ}18'00''$, a Length of 29.90 feet, and a Chord of South $47^{\circ}07'13''$ West 29.90 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 2844.79 feet, a Delta of $00^{\circ}36'00''$, Length of 29.79 feet, and a Chord of South $47^{\circ}34'13''$ West 29.79 feet at a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 1889.86 feet, a Delta of $00^{\circ}54'00''$, a Length of 29.69 feet, and a Chord of South $48^{\circ}19'13''$ West 29.69 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 1412.39 feet, a Delta of $01^{\circ}12'00''$, a Length of 29.58 feet, and a Chord of South $49^{\circ}22'13''$ West 29.58 feet to a point of compound curvature; thence along said northwesterly right-of-way line along a curve to the right with a Radius of 1125.92 feet, a Delta of $11^{\circ}31'35''$, a Length of 226.50 feet, and a Chord of South $55^{\circ}44'01''$ West 226.12 feet to a point on the north line of the plat "Canemah"; thence along said northerly line South $74^{\circ}29'47''$ West 44.29 feet to the True Point of Beginning.

The above described tract of land contains 9.69 acres, more or less.

12/11/14



Montgomery B Hurley

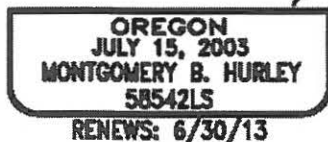
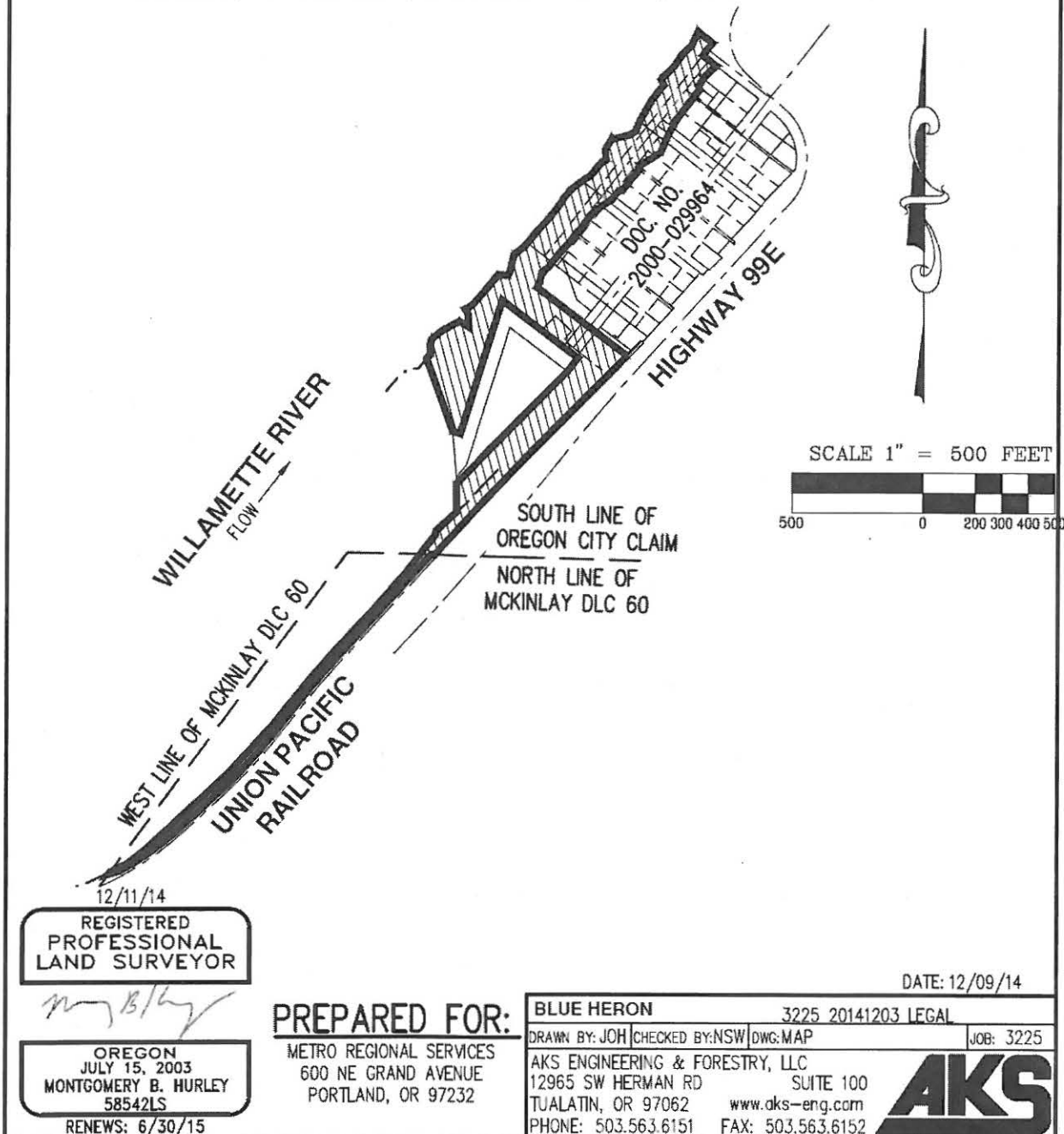


EXHIBIT C-2
Preliminary Easement Area – Depiction

SHEET 1 OF 9

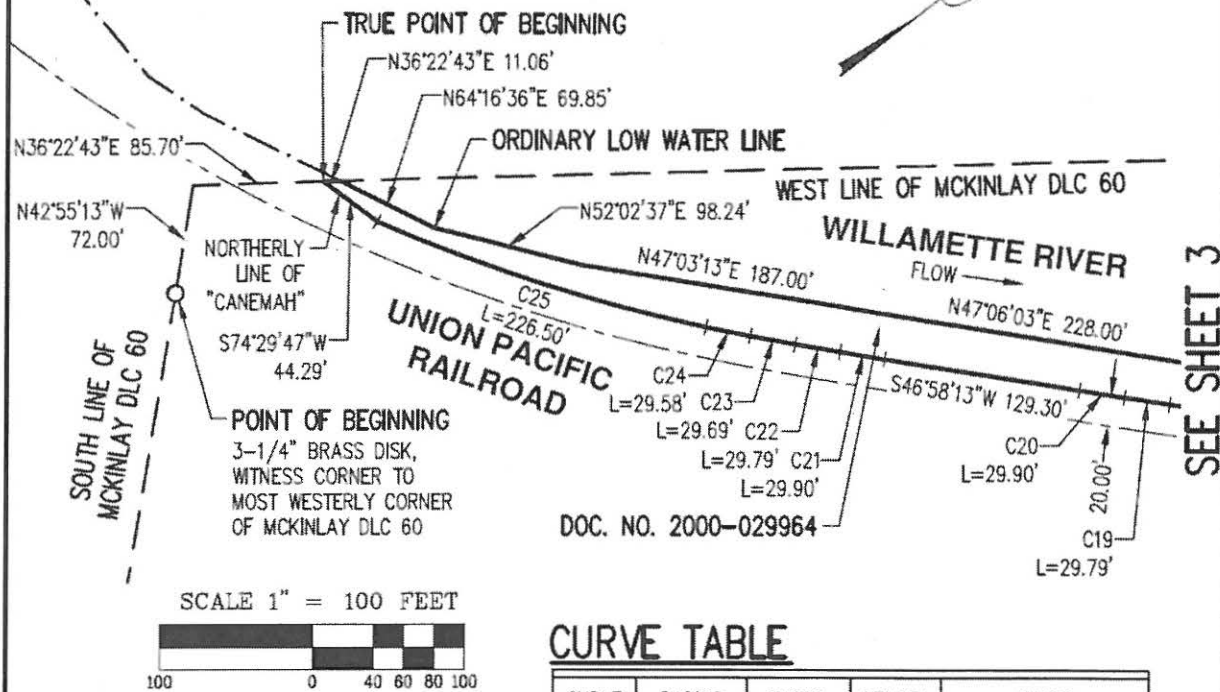
EASEMENT MAP DEPICTION

A PORTION OF THE PLAT "OREGON CITY" AND OTHER LANDS
LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF
SECTION 31, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE
MERIDIAN, OREGON CITY, CLACKAMAS COUNTY, OREGON



EASEMENT MAP DEPICTION

A PORTION OF THE PLAT "OREGON CITY" AND OTHER LANDS
LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF
SECTION 31, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE
MERIDIAN, OREGON CITY, CLACKAMAS COUNTY, OREGON



SEE SHEET 3

LEGEND

- DENOTES FOUND MONUMENT AS NOTED;
HELD UNLESS NOTED OTHERWISE
- DOC. NO. DOCUMENT NUMBER PER CLACKAMAS
COUNTY DEED RECORDS
- DLC DONATION LAND CLAIM

12/11/14
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
MONTGOMERY B. HURLEY
58542LS

RENEWS: 6/30/15

PREPARED FOR:

METRO REGIONAL SERVICES
600 NE GRAND AVENUE
PORTLAND, OR 97232

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C19	2844.79'	0°36'00"	29.79'	S46°22'13"W 29.79'
C20	5709.58'	0°18'00"	29.90'	S46°49'13"W 29.90'
C21	5709.58'	0°18'00"	29.90'	S47°07'13"W 29.90'
C22	2844.79'	0°36'00"	29.79'	S47°34'13"W 29.79'
C23	1889.86'	0°54'00"	29.69'	S48°19'13"W 29.69'
C24	1412.39'	1°12'00"	29.58'	S49°22'13"W 29.58'
C25	1125.92'	11°31'35"	226.50'	S55°44'01"W 226.12'

DATE: 12/09/14

BLUE HERON

3225 20141203 LEGAL

DRAWN BY: JOH CHECKED BY: NSW DWG: MAP

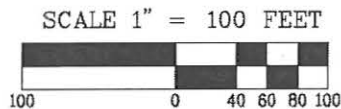
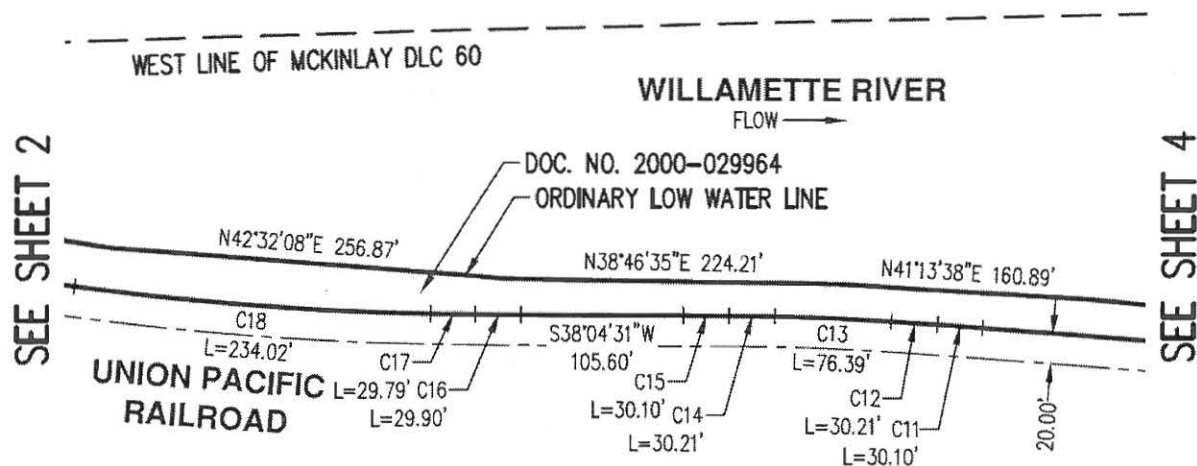
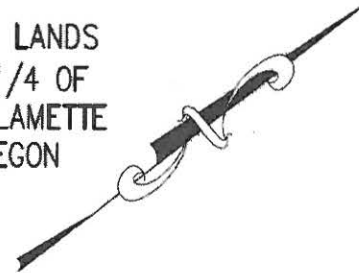
JOB: 3225

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

AKS

EASEMENT MAP DEPICTION

A PORTION OF THE PLAT "OREGON CITY" AND OTHER LANDS
LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF
SECTION 31, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE
MERIDIAN, OREGON CITY, CLACKAMAS COUNTY, OREGON



LEGEND

- DENOTES FOUND MONUMENT AS NOTED;
HELD UNLESS NOTED OTHERWISE
- DOC. NO. DOCUMENT NUMBER PER CLACKAMAS
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- DLC DONATION LAND CLAIM

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REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
MONTGOMERY B. HURLEY
58542LS

RENEWS: 6/30/15

PREPARED FOR:

METRO REGIONAL SERVICES
600 NE GRAND AVENUE
PORTLAND, OR 97232

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C11	5749.58'	0°18'00"	30.10'	S41°59'36"W 30.10'
C12	2884.79'	0°36'00"	30.21'	S41°32'36"W 30.21'
C13	1929.86'	2°16'05"	76.39'	S40°06'33"W 76.39'
C14	2884.79'	0°36'00"	30.21'	S38°40'31"W 30.21'
C15	5749.58'	0°18'00"	30.10'	S38°13'31"W 30.10'
C16	5709.58'	0°18'00"	29.90'	S38°13'31"W 29.90'
C17	2844.79'	0°36'00"	29.79'	S38°40'31"W 29.79'
C18	1889.86'	7°05'42"	234.02'	S42°31'22"W 233.87'

DATE: 12/09/14

BLUE HERON

3225 20141203 LEGAL

DRAWN BY: JOH CHECKED BY: NSW DWG: MAP

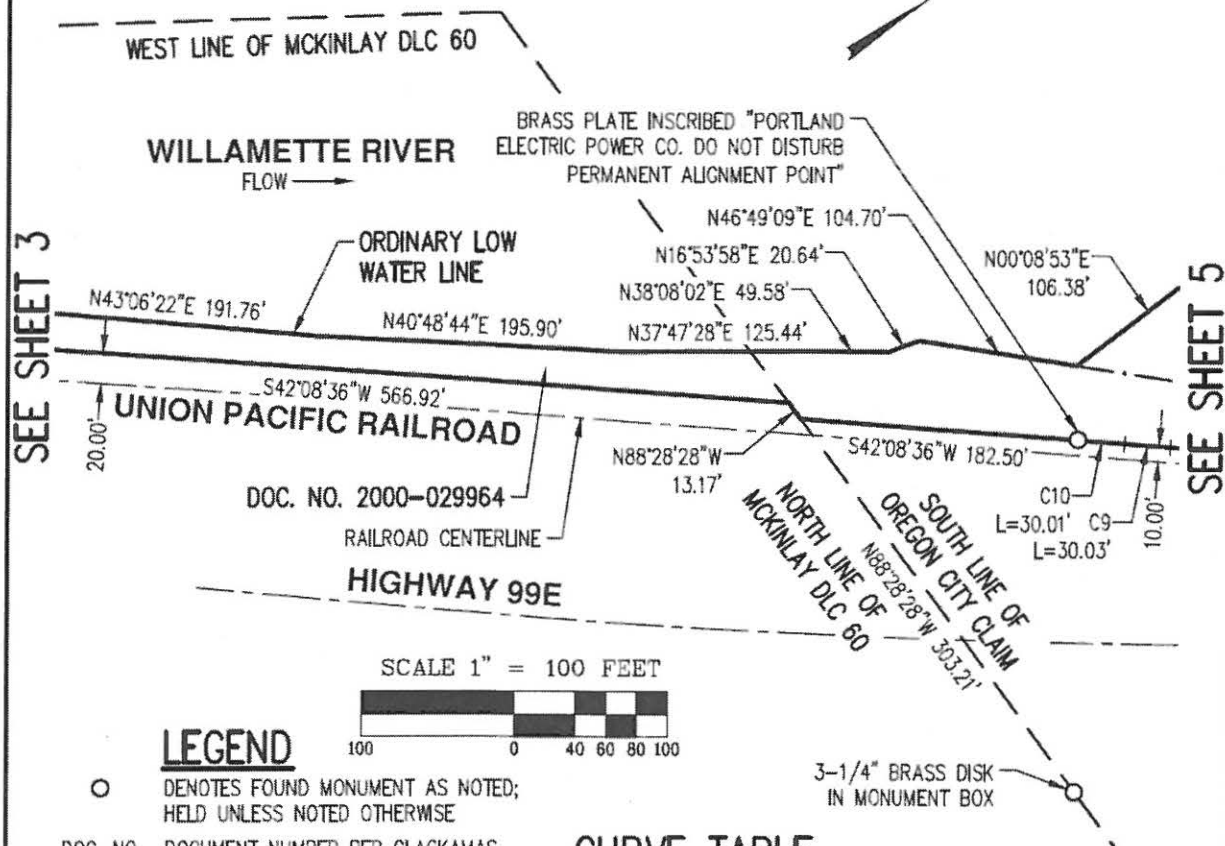
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AKS

EASEMENT MAP DEPICTION

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LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF
SECTION 31, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE
MERIDIAN, OREGON CITY, CLACKAMAS COUNTY, OREGON



LEGEND

- DENOTES FOUND MONUMENT AS NOTED;
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REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
MONTGOMERY B. HURLEY
58542LS

RENEWS: 6/30/15

PREPARED FOR:

METRO REGIONAL SERVICES
600 NE GRAND AVENUE
PORTLAND, OR 97232

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C9	11469.16'	0°09'00"	30.03'	S42°17'36"W 30.03'
C10	22928.31'	0°04'30"	30.01'	S42°10'51"W 30.01'

DATE: 12/09/14

BLUE HERON

3225 20141203 LEGAL

DRAWN BY: JOH | CHECKED BY: NSW | DWG: MAP

JOB: 3225

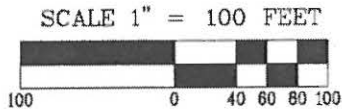
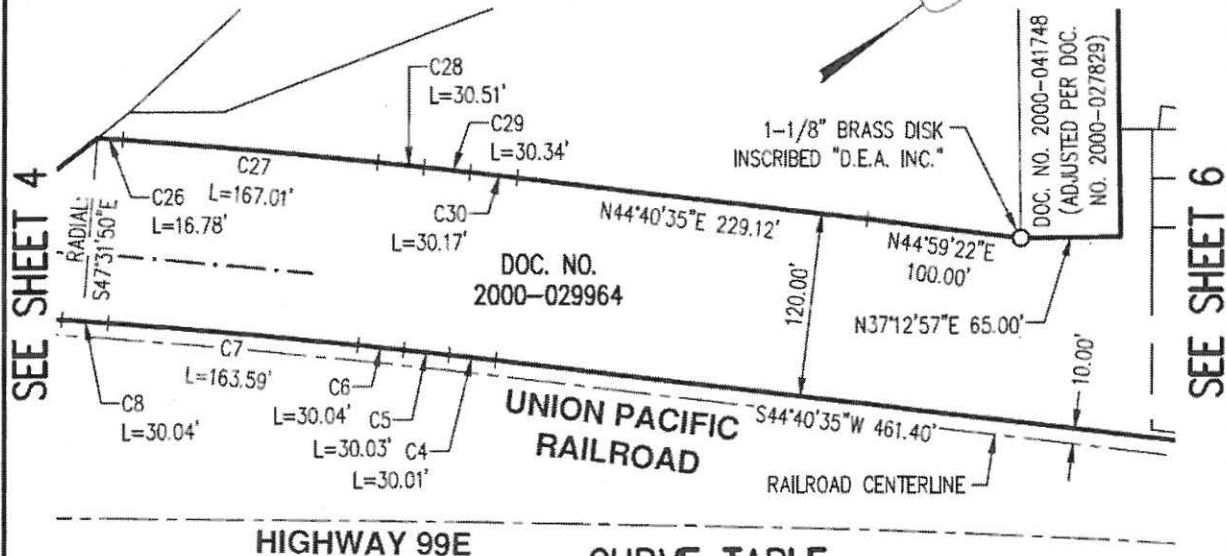
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12965 SW HERMAN RD SUITE 100
TUALATIN, OR 97062 www.aks-eng.com
PHONE: 503.563.6151 FAX: 503.563.6152

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EASEMENT MAP DEPICTION

SHEET 5 OF 9

A PORTION OF THE PLAT "OREGON CITY" AND OTHER LANDS
LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF
SECTION 31, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE
MERIDIAN, OREGON CITY, CLACKAMAS COUNTY, OREGON



LEGEND

- DENOTES FOUND MONUMENT AS NOTED;
HELD UNLESS NOTED OTHERWISE
- DOC. NO. DOCUMENT NUMBER PER CLACKAMAS
COUNTY DEED RECORDS
- DLC DONATION LAND CLAIM

12/11/14
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
MONTGOMERY B. HURLEY
58542LS
RENEWS: 6/30/15

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C4	22928.31'	0°04'30"	30.01'	S44°38'20"W 30.01'
C5	11469.16'	0°09'00"	30.03'	S44°31'35"W 30.03'
C6	7649.44'	0°13'30"	30.04'	S44°20'20"W 30.04'
C7	5739.58'	1°37'59"	163.59'	S43°24'35"W 163.58'
C8	7649.44'	0°13'30"	30.04'	S42°28'51"W 30.04'
C26	7769.44'	0°07'26"	16.78'	N42°31'53"E 16.78'
C27	5859.58'	1°37'59"	167.01'	N43°24'35"E 167.00'
C28	7769.44'	0°13'30"	30.51'	N44°20'20"E 30.51'
C29	11589.16'	0°09'00"	30.34'	N44°31'35"E 30.34'
C30	23048.31'	0°04'30"	30.17'	N44°38'20"E 30.17'

DATE: 12/09/14

PREPARED FOR:

METRO REGIONAL SERVICES
600 NE GRAND AVENUE
PORTLAND, OR 97232

BLUE HERON

3225 20141203 LEGAL

DRAWN BY: JOH CHECKED BY: NSW DWG: MAP

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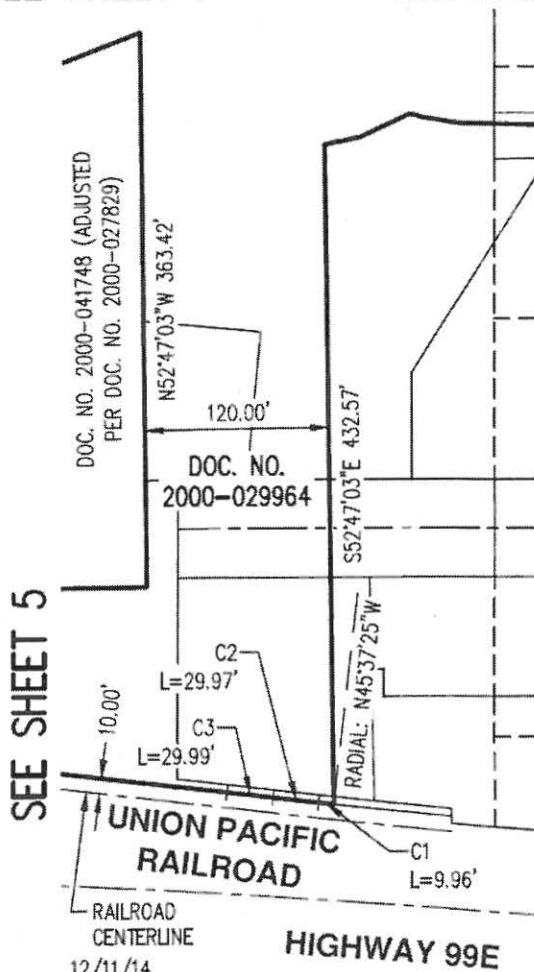
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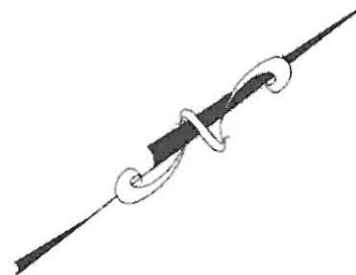
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SEE SHEET 7

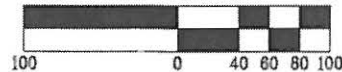
SEE SHEET 8



SEE SHEET 5



SCALE 1" = 100 FEET



LEGEND

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CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	7629.44'	0°04'29"	9.96'	S44°24'50"W 9.96'
C2	11449.16'	0°09'00"	29.97'	S44°31'35"W 29.97'
C3	22908.31'	0°04'30"	29.99'	S44°38'20"W 29.99'

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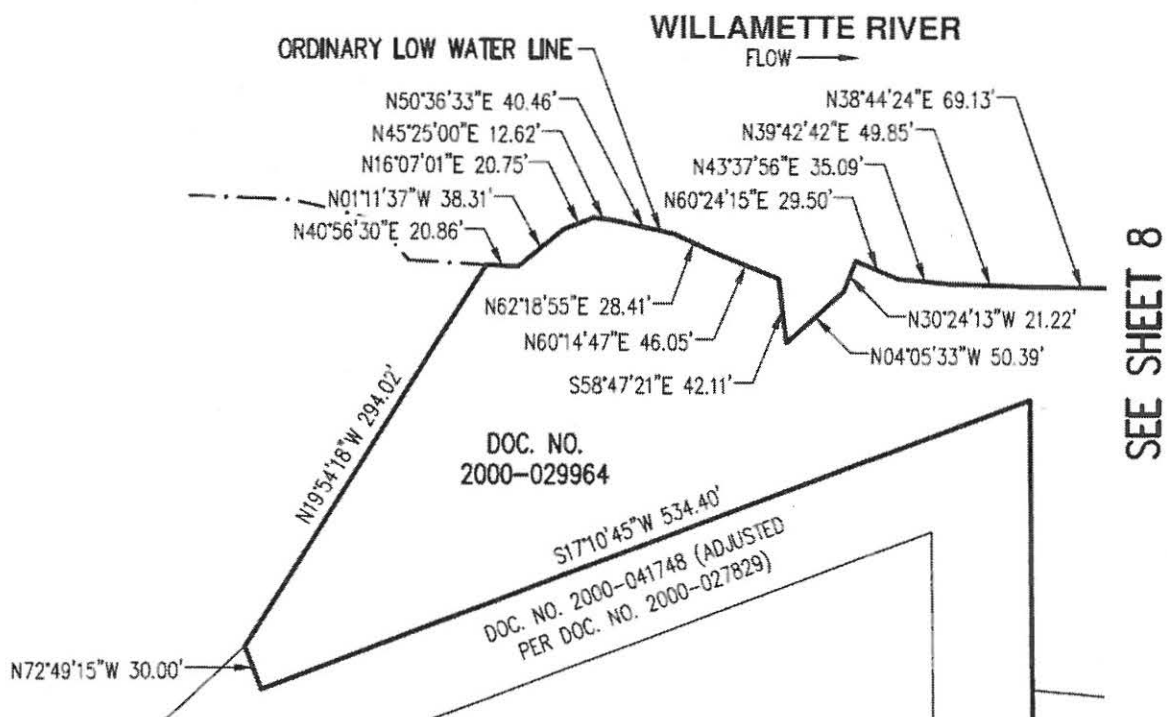
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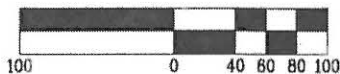
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EASEMENT MAP DEPICTION

A PORTION OF THE PLAT "OREGON CITY" AND OTHER LANDS
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SEE SHEET 6

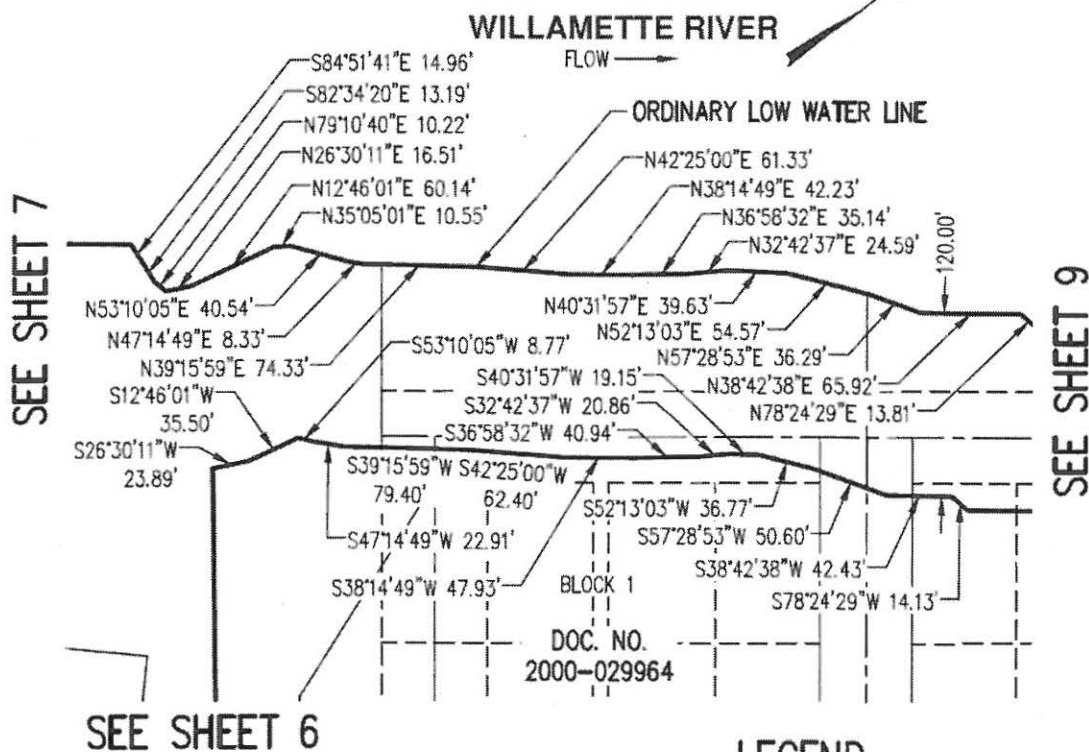
DATE: 12/09/14

BLUE HERON		3225 20141203 LEGAL
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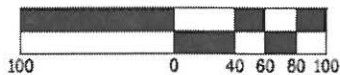
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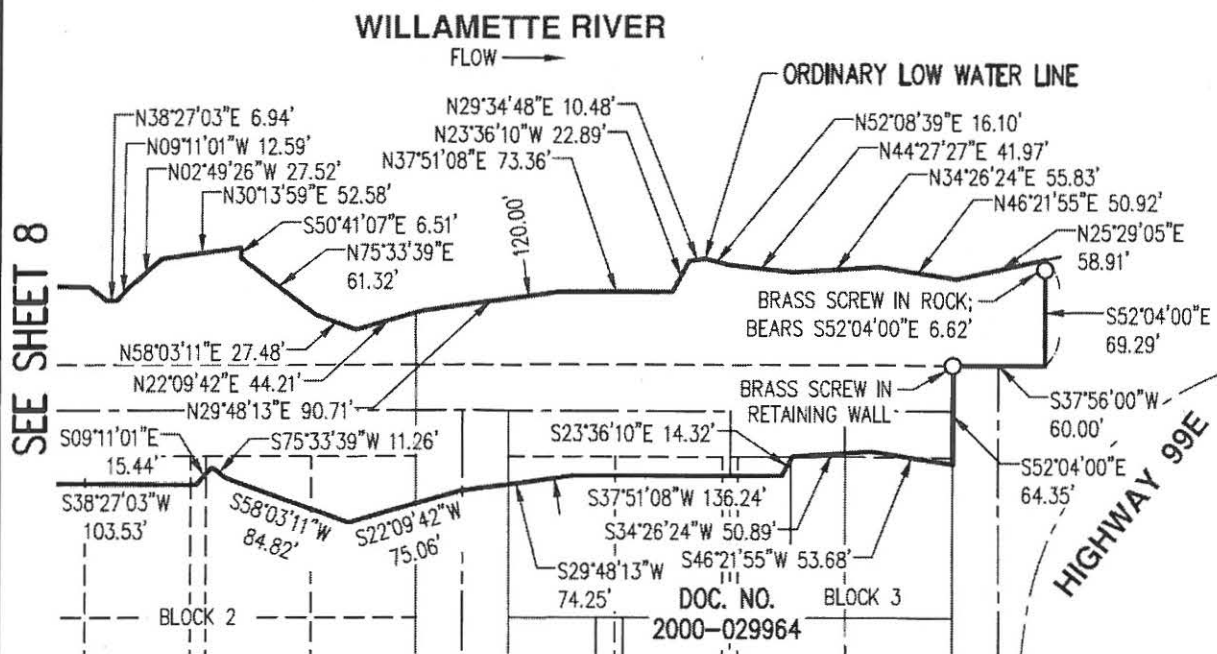
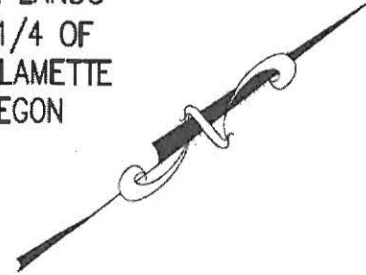
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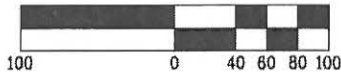
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