

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
AND GRANT OF IRREVOCABLE RIGHT OF ENTRY**

**Property Address: N/A**

**Tax Parcel IDs: 00526354; 05019648; 05000035; 00526256; 00526265; 00526274; 00526924**

**Deed Reference(s): 92-30263; 2007-092290; 99-088195**

**County Recording No.**

CITY OF GLADSTONE, an Oregon municipal corporation (hereafter, the "DECLARANT"), is the fee simple owner of certain property located in the City of Gladstone, Clackamas County, Oregon, which property is more particularly described and depicted in the Deeds referenced below (hereafter the "City Land"):

FATCO NO. 2428122 - TD

Tax Parcel ID	Vesting Deed(s)
00526354	Deed made by the State of Oregon, Parks and Recreation Department, on May 12, 1992 and recorded in the Recorder's Office for Clackamas County, Oregon (the "Recorder's Office") as Instrument Number 92-30263 (the "Parks and Rec Deed").  Warranty Deed made by Duane Peabody and Verle R. Peabody on November 22, 1972 and recorded in the Recorder's Office as Instrument Number 72-37511.
05019648	Dedication Agreement for Real Property made by Adam F. Hoesly on October 12, 2007 and recorded in the Recorder's Office as Instrument Number 2007-092290.
05000035	Bargain & Sale Deed made by Robinwood Riviere Property Owners Association on September 1, 1999 and recorded in the Recorder's Office as Instrument Number 99-088195 (the "Robinwood Deed").
00526256, 00526265 and 00526924	Deed made by the State of Oregon, Parks and Recreation Department, on May 12, 1992 and recorded in the Recorder's Office as Instrument Number 92-30263.  Warranty Deed made by Jack W. Parker on March 5, 1974 and recorded in the Recorder's Office as Instrument Number 74-6136.

First American Title Accommodation  
Recording Assumes No Liability

Clackamas County Official Records      **2019-018890**  
Sherry Hall, County Clerk  
04/11/2019 09:35:00 AM  
PD-COV      Cnt=3 Stn=9 COUNTER1  
\$160.00 \$10.00 \$16.00 \$10.00 \$20.00 \$62.00      **\$278.00**

00526274	<p>Deed made by the State of Oregon, Parks and Recreation Department, on May 12, 1992 and recorded in the Recorder's Office as Instrument Number 92-30263.</p> <p>Deed made by the State of Oregon, acting by and through the Division of State Lands, on January 22, 1979 and recorded in the Recorder's Office as Instrument Number 79-3809 (the "DSL Deed").</p>
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Rinearson Natural Area, LLC, an Oregon limited liability company ("Rinearson"), intends to implement a natural resource damage assessment restoration project known as the Rinearson Natural Area Restoration Project (the "Project") on certain property located in the City of Gladstone and Clackamas County, Oregon containing approximately 33.156 acres, including a portion of the City Land, and being more particularly shown on Attachment "A-1" and described on Attachment "A-2" (the "Project Land"). Attachments "A-1" and "A-2" are incorporated herein by reference. The portion of the City Land included in the Project is hereafter referred to as the "Property". Rinearson and Declarant have entered into an agreement by which Rinearson has the sole and exclusive right to conduct all activities on the Property necessary to complete the Project (the "Project Agreement"). Pursuant to the Project Agreement, Declarant has agreed to restrict the Property in order to protect the completed Project in perpetuity.

Therefore, in accordance with the Project Agreement, Declarant hereby restricts, as set forth below, the uses to which the Property may be put. The Declarant declares that these restrictions shall constitute covenants that run with the land, as provided by applicable law, and said restrictions shall continue in perpetuity or for the maximum period allowed by law. The restrictions on the Property's use under this Declaration of Covenants, Conditions and Restrictions and Grant of Irrevocable Right of Entry (this "Declaration") shall be binding on the Declarant, its personal representatives, heirs, successors, assigns, employees, agents, lessees, permittees, licensees and invitees, and any subsequent person or entity claiming an interest in the Property. However, this Declaration will terminate at the time that Declarant conveys a conservation easement approved by the Trustee Council (defined below) to an authorized holder. Declarant and the Trustee Council shall prepare and record any instruments reasonably necessary to remove any cloud to title on the Property.

**COVENANTS, CONDITIONS, AND RESTRICTIONS:**

The Property shall be restricted to the following uses:

1. Uses by Rinearson and the Trustee Council (as defined in this section) furthering natural resource damage assessment restoration objectives. The Portland Harbor Natural Resource Trustee Council consists of the National Oceanic and Atmospheric Administration on behalf of the Department of the Commerce, the United States Fish and Wildlife Service on behalf of the Department of Interior, the Oregon Department of Fish and Wildlife on behalf of the State of Oregon, the Confederated

Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes of Siletz Indians, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Nez Perce Tribe (collectively hereinafter the "Trustee Council"). The term "natural resource" shall be defined pursuant to 42 U.S.C. § 9601 (16).

2. Implementation of the Project consistent with and pursuant to the terms of the Rinearson Natural Area Habitat Development Plan (including Exhibits), incorporated herein by reference and agreed to by the Trustee Council and Rinearson (the "Habitat Development Plan").
3. Purposes compatible with the preservation and enhancement of native species and their habitats in a manner consistent with the conservation purposes and performance standards set forth in the Habitat Development Plan.

The Property shall not be used for any purposes inconsistent with the Project and the perpetual protection and conservation of the Property as provided in the Habitat Development Plan. All rights accruing from Declarant's ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purposes of this Declaration are reserved to Declarant and Declarant's personal representatives, heirs, successors, and assigns.

Prohibited uses of the Property, insofar as they are not actions specifically identified by the Habitat Development Plan and its Exhibits, include, but are not limited to, the following:

1. Construction, reconstruction or placement of any permanent building or structure.
2. Unseasonable watering; use of fertilizers, biocides, or other agricultural chemicals; incompatible fire protection activities; and any and all other uses which may adversely affect conservation objectives and performance standards set forth in the Habitat Development Plan.
3. Grazing or agricultural activity of any kind.
4. Commercial or industrial uses.
5. Depositing or accumulating soil, trash, ashes, refuse, waste, bio-solids or any other material.
6. Filling, dumping, excavating, draining, dredging, mining, drilling, removing, exploring for or extracting minerals, loam, gravel, soil, rock, sand or other material on or to a depth of 100 feet below the surface of the Property, or granting or authorizing surface entry for any of these purposes.
7. Altering the surface or general topography of the Property, including building roads, paving or otherwise covering the Property with concrete, asphalt, or another impervious material.
8. Removing, destroying, or cutting trees, shrubs or other vegetation, except to the extent otherwise consistent with the Habitat Development Plan and as required for: (i) fire breaks; (ii) maintenance of existing foot trails or roads; (iii) prevention or treatment of disease; (iv) utility line clearance; (v) levee easement clearance; (vi) invasive species management; or (vii) prevention or remediation of vegetation that

creates a substantial risk of bodily injury or property damage. Except (i) for activities specifically authorized under the Habitat Development Plan or (ii) in the event of an emergency, in which case Declarant shall notify Rinearson and the Trustee Council as soon as practicable; Declarant shall provide prior notice and consult with Rinearson and the Trustee Council prior to cutting or removing trees, shrubs or other vegetation for the purposes authorized in this section.

9. Use of motorized vehicles, including off-road vehicles, except on existing roadways, inasmuch as they are harmful or adverse to the conservation objectives of the Habitat Development Plan. Notwithstanding the forgoing, use of motorized vehicles is allowed for the limited purposes of land management, restoration project implementation, and monitoring to the extent consistent with the Habitat Development Plan. Use of emergency vehicles is allowed for the limited purpose of emergency response, in which case Declarant shall notify Rinearson and the Trustee Council as soon as practicable.
10. Transferring any water, mineral, or air rights potentially beneficial to the maintenance or restoration of the biological resources of the Property.
11. Planting, introduction, or dispersal of invasive or exotic plant or animal species.
12. Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Property, other than those actions set forth under the Habitat Development Plan, and any activities or uses that are or are likely to be detrimental to water quality, including but not limited to degradation or pollution of any surface or sub- surface waters.
13. Permitting a general public right of access to the Property, provided, however, that (i) public access may be permitted on the trails identified in the Habitat Development Plan and (ii) volunteer organizations, education-related groups, news media and similar third parties may be allowed to temporarily enter the Property for the limited purposes of inspection, education or public relations. All rights of access permitted under this section shall be in accordance with and subject to the provisions of and restrictions set forth in this Declaration.
14. Hunting.
15. Trapping of native species.

#### GRANT OF RIGHT OF ENTRY:

The Declarant hereby grants Rinearson, the Trustee Council or either of their designee(s) an irrevocable right and license to enter the Property at reasonable times, subject to giving the Declarant 48-hours' notice (except in cases where Rinearson and/or the Trustee Council or either of their designee(s) determine that immediate entry is required to preserve the conservation values of the Property) to monitor the Declarant's compliance with the terms of this Declaration and for other purposes not inconsistent with this instrument; provided that Rinearson and/or the Trustee Council or its designee(s) shall not unreasonably interfere with the Declarant's authorized use and quiet enjoyment of the Property.

#### ENFORCEMENT:

The Declarant hereby grants Rinearson, the Trustee Council and either of their designee(s) the right to enforce the terms of this instrument and prevent any activity or use of the Property that is inconsistent with the terms of this instrument or the Habitat Development Plan and, thus, detrimental to the interests of Rinearson, the Trustee Council and either of their designee(s). Further, consistent with the forgoing grant of a right of enforcement, the Declarant hereby expressly recognizes that Rinearson, the Trustee Council and either of their designee(s) are intended third-party beneficiaries and have standing to enforce the terms of this instrument and the Habitat Development Plan and require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this instrument and the Habitat Development Plan. In the event that the Trustee Council disbands during the term of this instrument, the Trustee Council's appointed designee(s), if any, shall enforce the terms of this instrument pursuant to any agreement entered into by members of the Trustee Council which governs the Trustee Council members' process to exercise enforcement rights, including the third-party right of enforcement granted to the Trustee Council and its designee(s) pursuant to this instrument. In the event that the members of the Trustee Council do not enter into a separate agreement governing the Trustee Council's exercise of the third-party rights of enforcement granted herein prior to disbanding or otherwise ceasing to act as a group, each party that comprised the Trustee Council shall be deemed a third-party beneficiary to this instrument and may enforce the terms of this instrument as if such former member or member(s) are named parties to this instrument. Declarant, at the written request of a member of the Trustee Council or its authorized representative, agrees to promptly execute and deliver all such further documents or instruments, and to promptly take and forbear from all such actions, as may be reasonably necessary or appropriate in order more effectively confirm or carry out the provisions of this Declaration and the rights granted herein.

#### PROPERTY:

It is Declarant's intention that any and all property now or hereafter owned by Declarant, its successors or assigns, comprising a part of the Project Land be subject to this Declaration. Therefore, if it is ever determined that Declarant, its successors or assigns, owns additional property within the Project Land, this Declaration shall automatically and without further action apply to such additional property.

Declarant specifically acknowledges and confirms that (i) the Project is consistent with the use restrictions set forth in the Parks and Rec Deed, the Robinwood Deed, DSL Deed and the 2007 Deed "Dedication Agreement for Real Property" (collectively, the "Use Restriction Deeds") and (ii) the Project does not trigger the reversionary rights set forth in any of the Use Restriction Deeds. A copy of a letter confirming the reversionary right under the Robinwood Deed is not triggered is attached as Attachment "B". Notwithstanding anything else contained herein or elsewhere to the contrary, Declarant confirms that the restrictions set forth in this Declaration shall continue to apply to the property described in the Use Restriction Deeds even if a reversionary right is triggered.

IN WITNESS WHEREOF, the undersigned being duly authorized by the Declarant herein, has unto set its hand this \_\_\_ day of ~~December, 2018~~ April 9, 2019

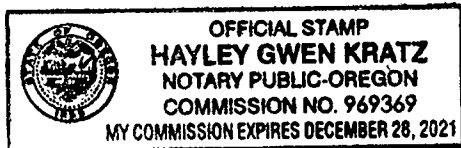
FOR THE DECLARANT,  
CITY OF GLADSTONE, OREGON

By: City of Gladstone  
Name: Jacque m Betz  
Title: City Administrator

STATE OF OREGON  
COUNTY OF Clackamas

This instrument was acknowledged before me on April 9 2019 (date) by ~~Hayley Kratz~~ as ~~Notary Public~~ on behalf of the City.  
Jacque Betz City Administrator

Hayley Kratz  
NOTARY PUBLIC



Print Name: Hayley Kratz

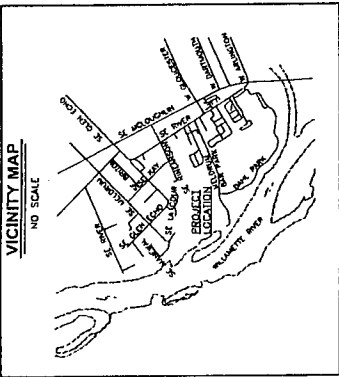
My Commission Expires: 12-26-2021

**Attachment "A-1"**

**Plat entitled "EXHIBIT 'LIMITS OF IMPROVEMENTS' FOR RINEARSON  
NATURAL RESOURCE AREA" dated September 29, 2015 made by Statewide Land  
Surveying, Inc. follows**

# EXHIBIT "LIMITS OF IMPROVEMENTS"

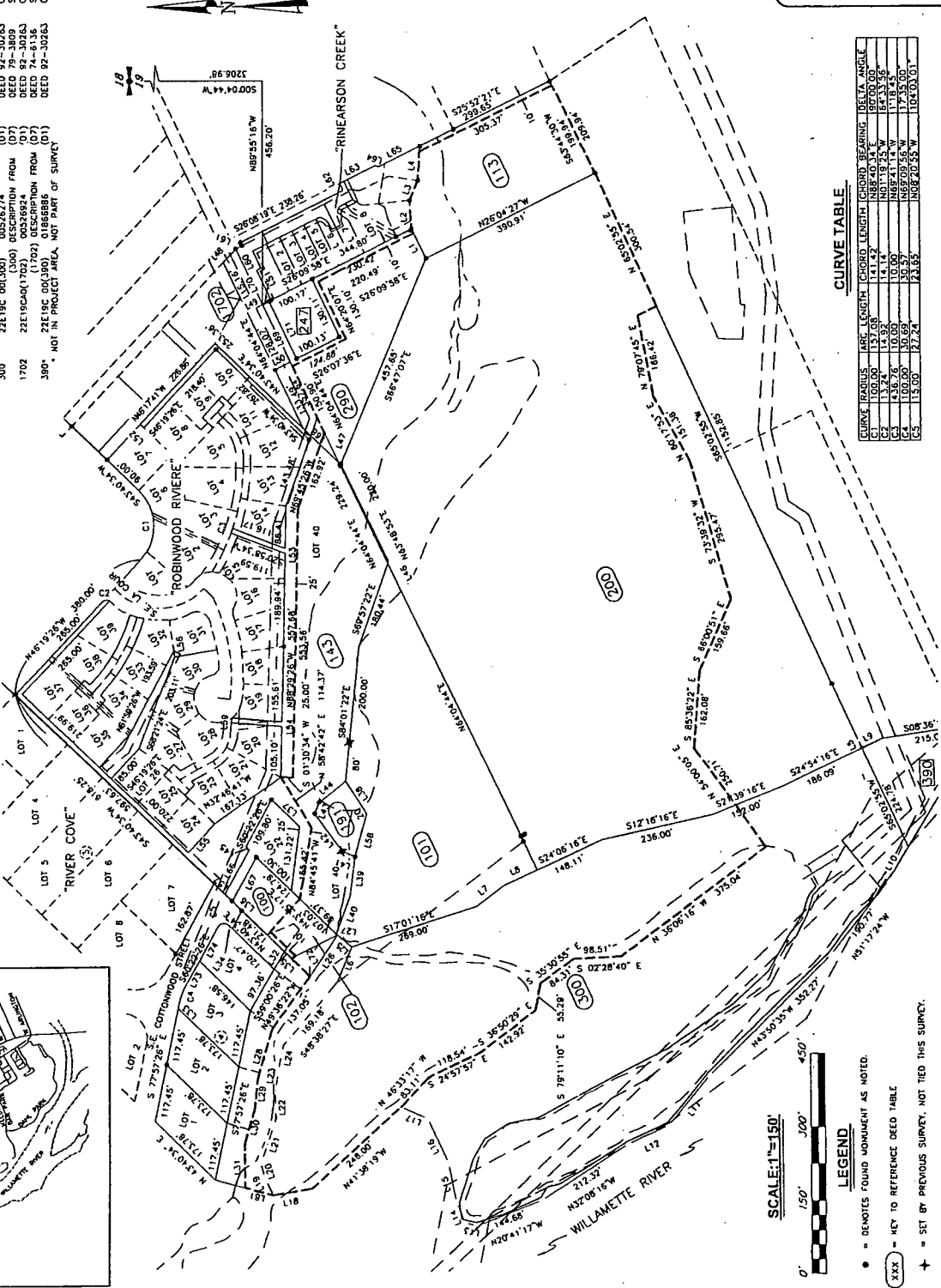
FOR  
RINEARSON NATURAL RESOURCE AREA  
SITUATED IN SOUTH HALF OF SECTION 19  
TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,  
CITY OF GLADSTONE, CLACKAMAS COUNTY, STATE OF OREGON.  
NO CORNERS SET WITH THIS MAPPING.



## REFERENCE DEEDS

SURVEY	TAX LOT	PARCEL#	ALL IN CLACKAMAS COUNTY DEED RECORDS REF. #	DEED	GRANTEE (OWNER)
101	22E19C000(101)	00526354	(01)	DEED 92-30263	CITY OF GLADSTONE, OR
102	8, 100	22E19C000(102)	(02)	WD 72-3751	STATE OF OREGON, DOT
113	22E19C000(113)	05019848	(04)	DEED 2007-092290	CITY OF GLADSTONE, OR
143	22E19C000(143)	01668825	(05)	WD 78-22575 EXP BAS	DEED 89-088185
181	22E19C000(181)	05000035	(06)	BAS DEED 99-088185	CITY OF GLADSTONE, OR
200	22E19C000(200)	00526255	(07)	DEED 74-8136	ST OF OR DOT-HWY DIV
290	22E19C000(290)	00526255	(01)	DEED 92-30263	CITY OF GLADSTONE, OR
300	22E19C000(300)	00526274	(01)	DEED 92-30263	CITY OF GLADSTONE, OR
1702	22E19C000(1702)	00526824	(01)	DEED 92-30263	CITY OF GLADSTONE, OR
390*	22E19C000(390)	01868886	(01)	DEED 74-8136	ST OF OR DOT-HWY DIV
			(01)	DEED 92-30263	CITY OF GLADSTONE, OR

\* NOT IN PROJECT AREA, NOT PART OF SURVEY



## CURVE TABLE

CURVE	BEARING	CHORD BEARING	CHORD LENGTH	PERCENT BEARING	DELTA ANGLE
C1	100.00	157.00	141.42	N88.40.14 E	97.00.00
C2	13.24	14.92	14.14	N01.19.25 W	164.33.56
C3	136.76	10.00	10.00	N88.40.14 E	173.50.00
C4	15.00	37.24	33.65	N02.20.55 W	104.00.01

SCALE: 1"=150'



## LEGEND

- DEVICES FOUND MONUMENT AS NOTED.
- XXX = KEY TO REFERENCE DEED TABLE
- + = SET BY PREVIOUS SURVEY, NOT TIED THIS SURVEY.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
JAN 07 1988  
GREGORY S. SPURLOCK  
EXPIRES: 06/30/2018

**STATEWIDE LAND SURVEYING INC.**  
WWW.STATEWIDE-SURVEYING.COM  
5-SURVEYSTATEWIDE-SURVEYING.COM

DRAWN	DATE	8/7/2015
C.D.S.	CHECKED	DATE
G.D.S.	CHECKED	9-29-15
S.C.A.	SHEET	1 OF 1
PROJECT NO.		2015-42

300 NW 20TH ST #101  
BRESHAM, OR 97030  
(503) 665-7988  
(503) 665-7977

## LINE TABLE

LINE	BEARING	DISTANCE
1	N88.40.14 E	157.00
2	N01.19.25 W	14.14
3	N88.40.14 E	10.00
4	N02.20.55 W	33.65
5	N02.20.55 W	33.65
6	N02.20.55 W	33.65
7	N02.20.55 W	33.65
8	N02.20.55 W	33.65
9	N02.20.55 W	33.65
10	N02.20.55 W	33.65
11	N02.20.55 W	33.65
12	N02.20.55 W	33.65
13	N02.20.55 W	33.65
14	N02.20.55 W	33.65
15	N02.20.55 W	33.65
16	N02.20.55 W	33.65
17	N02.20.55 W	33.65
18	N02.20.55 W	33.65
19	N02.20.55 W	33.65
20	N02.20.55 W	33.65
21	N02.20.55 W	33.65
22	N02.20.55 W	33.65
23	N02.20.55 W	33.65
24	N02.20.55 W	33.65
25	N02.20.55 W	33.65
26	N02.20.55 W	33.65
27	N02.20.55 W	33.65
28	N02.20.55 W	33.65
29	N02.20.55 W	33.65
30	N02.20.55 W	33.65
31	N02.20.55 W	33.65
32	N02.20.55 W	33.65
33	N02.20.55 W	33.65
34	N02.20.55 W	33.65
35	N02.20.55 W	33.65
36	N02.20.55 W	33.65
37	N02.20.55 W	33.65
38	N02.20.55 W	33.65
39	N02.20.55 W	33.65
40	N02.20.55 W	33.65
41	N02.20.55 W	33.65
42	N02.20.55 W	33.65
43	N02.20.55 W	33.65
44	N02.20.55 W	33.65
45	N02.20.55 W	33.65
46	N02.20.55 W	33.65
47	N02.20.55 W	33.65
48	N02.20.55 W	33.65
49	N02.20.55 W	33.65
50	N02.20.55 W	33.65
51	N02.20.55 W	33.65
52	N02.20.55 W	33.65
53	N02.20.55 W	33.65
54	N02.20.55 W	33.65
55	N02.20.55 W	33.65
56	N02.20.55 W	33.65
57	N02.20.55 W	33.65
58	N02.20.55 W	33.65
59	N02.20.55 W	33.65
60	N02.20.55 W	33.65
61	N02.20.55 W	33.65
62	N02.20.55 W	33.65
63	N02.20.55 W	33.65
64	N02.20.55 W	33.65
65	N02.20.55 W	33.65
66	N02.20.55 W	33.65
67	N02.20.55 W	33.65
68	N02.20.55 W	33.65
69	N02.20.55 W	33.65
70	N02.20.55 W	33.65
71	N02.20.55 W	33.65
72	N02.20.55 W	33.65
73	N02.20.55 W	33.65
74	N02.20.55 W	33.65
75	N02.20.55 W	33.65
76	N02.20.55 W	33.65
77	N02.20.55 W	33.65
78	N02.20.55 W	33.65
79	N02.20.55 W	33.65
80	N02.20.55 W	33.65



**Attachment "A-2"**  
**[Boundary Description Follows]**



STATEWIDE LAND SURVEYING INC.

## BOUNDARY DESCRIPTION

A TRACT OF LAND LYING WITHIN A PORTIONS OF LAND FOUND IN DEED 92-30263 TO THE CITY OF GLADSTONE OREGON, AS RECORDED IN CLACKAMAS COUNTY ON MAY 19 1990, ALSO WITHIN A PORTION OF LAND FOUND IN DEDICATION AGREEMENT FOR REAL PROPERTY 2007-092290 TO THE CITY OF GLADSTONE OREGON, AS RECORDED IN CLACKAMAS COUNTY ON OCTOBER 26 2007, ALSO WITHIN A PORTION OF LAND FOUND IN QUIT CLAIM DEED 2005-050728 TO CORNELL V SAFTENCU, AS RECORDED IN CLACKAMAS COUNTY ON JUNE 03 2005, ALSO WITHIN A PORTION OF LAND FOUND IN WARRANTY DEED 76-22575 TO THE ROBINWOOD RIVIERE PROPERTY OWNERS' ASSOCIATION, AS RECORDED IN CLACKAMAS COUNTY ON JULY 6 1976, ALSO WITHIN THE LAND FOUND IN BARGAIN & SALE DEED ``99-088195 TO THE CITY OF GLADSTONE OREGON, AS RECORDED IN CLACKAMAS COUNTY SEPTEMBER 7 1999, ALL SAID LAND SITUATED WITHIN THE P.M. RINEARSON DONATION LAND CLAIM (D.L.C.) AND INDEXED WITHIN THE SOUTH HALF OF SECTION 19 TOWNSHIP 2 SOUTH, RANGE 2 EAST OF CLACKAMAS COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT STONE (STONE NO. 1) SET IN THE DIVISION LINE BETWEEN THE NORTH 1/2 AND SOUTH 1/2 OF THE P.M. RINEARSON D.L.C., AS FOUND BY MELDRUM IN 1908, SEE BLUE FIELD BOOK FILE 1905-1908 BOOK 21 PAGES 111-118 AND AS SHOWN ON SURVEY CS-7476 BY BERTELL MASON JR, FROM WHICH BEARS ALONG SAID DIVISION LINE SOUTH 64°04'44" WEST AT A DISTANCE OF 1341.93 FEET, (CS-7476 SOUTH 64°00'00" WEST - 1341.42 FEET) A STONE (STONE NO. 2), ALSO FOUND BY MELDRUM, SAID SECOND STONE IS REFERENCED BY; A 1-1/4" GAS PIPE BEARING SOUTH 42°24'46" EAST AT A DISTANCE OF 8.91 FEET, (CS-7476 SOUTH 40°30' WEST - 9.08 FEET), A 1/2" REBAR BEARING SOUTH 67°30'24" WEST AT A DISTANCE OF 8.91 FEET, A 5/8" IRON ROD BEARING NORTH 54°04'56" WEST AT A DISTANCE OF 2.64 FEET,

THENCE, FROM SAID STONE NO. 1 SOUTH 64°04'44" WEST ALONG SAID DIVISION LINE FOR A DISTANCE OF 266.39 FEET TO THE POINT OF BEGINNING OF THIS BOUNDARY DESCRIPTION;

THENCE, CONTINUING ALONG SAID DIVISION LINE SOUTH 64°04'44" WEST FOR A DISTANCE OF 150.90 FEET;

THENCE, DEPARTING SAID DIVISION LINE AND RUNNING 25 FEET OFFSET AND PARALLEL TO THE SOUTHERLY LINE OF LOT 12 THROUGH LOT 20 OF



STATEWIDE LAND SURVEYING INC.

THE PLAT OF ROBINWOOD RIVIERE AS RECORDED IN PLAT BOOK 63 AT PAGE 30 (PLAT NO. 1943), RECORDED AT CLACKAMAS COUNTY, THE FOLLOWING COURSES AND DISTANCES;

NORTH 69°45'26" WEST FOR A DISTANCE OF 162.92 FEET;

NORTH 88°29'26" WEST FOR A DISTANCE OF 553.56 FEET;

THENCE, DEPARTING SAID OFFSET LINE NORTH 01°30'34" EAST FOR A DISTANCE OF 25.00 FEET TO THE SOUTHERLY CORNER COMMON TO LOT 20 AND LOT 21 OF SAID PLAT OF ROBINWOOD RIVIERE;

THENCE, SOUTH 58°42'42" WEST FOR A DISTANCE OF 121.53 FEET TO A POINT THAT BEARS SOUTH 05°38'35" WEST A DISTANCE 25 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID PLAT OF ROBINWOOD RIVIERE;

THENCE, NORTH 80°09'46" WEST FOR A DISTANCE OF 146.57 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN LANDS OF CORNELL V. SAFTENCU, BEING THE SOUTHEASTERLY CORNER OF PARCEL 1 AND THE NORTHEASTERLY CORNER OF PARCEL 2, AS RECORDED BY DOCUMENT NUMBER 2005-050728 RECORDS OF CLACKAMAS COUNTY;

THENCE, ALONG THE LINE COMMON OF PARCEL 1 AND PARCEL 2 OF SAID CORNELL V. SAFTENCU LANDS NORTH 46°20'01" WEST FOR A DISTANCE OF 89.88 FEET TO A POINT 10 FOOT OFFSET SOUTHEASTERLY FROM THE EASTERLY LINE OF LOT A OF THE PLAT OF RIVER COVE AS RECORDED IN PLAT BOOK 29 AT PAGE 10 (PLAT NO. 801), RECORDS OF CLACKAMAS COUNTY;

THENCE, 10 FEET PARALLEL AND OFFSET FROM THE EASTERLY LINE OF LOT A OF SAID PLAT OF RIVER COVE, SOUTH 43°28' 20" WEST FOR A DISTANCE OF 73.40 FEET TO A POINT ON THE SOUTHERLY DEED LINE OF SAID CORNELL V. SAFTENCU LANDS, (DESCRIBED IN SAID DEED AS THE EASTERLY BANK OF THE WILLAMETTE RIVER AT MEAN HIGH WATER STAGE);

THENCE, ALONG THE SOUTHERLY DEED LINE OF SAID CORNELL V. SAFTENCU LAND NORTH 25°48'00" WEST FOR A DISTANCE OF 10.69 FEET TO POINT ON THE SOUTHERLY PROJECTION OF THE EASTERLY LINE OF LOT A OF SAID PLAT OF RIVER COVE;

THENCE, ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY LINE LOT A OF SAID PLAT OF RIVER COVE, SOUTH 43°28'20" WEST FOR A



STATEWIDE LAND SURVEYING INC.

DISTANCE OF 53.35 FEET TO THE APPROXIMATE CENTERLINE AND  
EASTERLY TERMINUS OF MELDRUM'S SLOUGH;

THENCE, ALONG THE APPROXIMATE CENTERLINE OF MELDRUM'S SLOUGH  
THE FOLLOWING COURSES AND DISTANCES;

NORTH 53°21'33" WEST FOR A DISTANCE OF 132.73 FEET,  
NORTH 73°31'11" WEST FOR A DISTANCE OF 107.14 FEET,  
NORTH 84°32'58" WEST FOR A DISTANCE OF 56.87 FEET ,  
NORTH 73°44'04" WEST FOR A DISTANCE OF 77.47 FEET,  
SOUTH 89°26'35" WEST FOR A DISTANCE OF 89.18 FEET TO POINT ON  
THE EASTERLY BANK OF THE WILLAMETTE RIVER AT ORDINARY LOW  
WATER;

THENCE, ALONG THE EASTERLY BANK OF SAID WILLAMETTE RIVER AT  
ORDINARY LOW WATER, THE FOLLOWING COURSES AND DISTANCES,  
SOUTH 15°14'52" WEST FOR A DISTANCE OF 61.17 FEET,  
SOUTH 09°25'35" EAST FOR A DISTANCE OF 81.45 FEET,  
SOUTH 41°38'19" EAST FOR A DISTANCE OF 241.44 FEET TO THE  
APPROXIMATE BEGINNING OF THAT PORTION OF THE NORTHEASTERLY  
BANK KNOWN AS MELDRUM'S BAR PUBLIC BOATWAY ACCESS CHANNEL,  
AT ORDINARY LOW WATER;

THENCE, ALONG THE NORTHEASTERLY BANK OF MELDRUM'S BANK  
PUBLIC BOATWAY ACCESS CHANNEL AT ORDINARY LOW WATER, THE  
FOLLOW COURSES AND DISTANCES,

SOUTH 45°40'44" EAST FOR A DISTANCE OF 89.19 FEET,  
SOUTH 24°57'57" EAST FOR A DISTANCE OF 118.54 FEET,  
SOUTH 36°50'29" EAST FOR A DISTANCE OF 142.92 FEET,  
SOUTH 79°11'10" EAST FOR A DISTANCE OF 55.29 FEET,  
SOUTH 35°30'55" EAST FOR A DISTANCE OF 84.31 FEET,  
SOUTH 02°28'40" EAST FOR A DISTANCE OF 98.51 FEET,  
SOUTH 36°06'16" EAST FOR A DISTANCE OF 375.04 FEET,

THENCE, DEPARTING SAID NORTHEASTERLY BANK OF MELDRUM'S BANK  
PUBLIC BOATWAY ACCESS CHANNEL AND ALONG THE FOLLOWING  
COURSES AND DISTANCES,

NORTH 54°00'05" EAST FOR A DISTANCE OF 250.71 FEET,  
SOUTH 85°36'22" EAST FOR A DISTANCE OF 162.08 FEET,  
SOUTH 66°00'51" EAST FOR A DISTANCE OF 159.66 FEET,  
NORTH 73°39'32" EAST FOR A DISTANCE OF 295.47 FEET,  
NORTH 60°17'53" EAST FOR A DISTANCE OF 151.38 FEET,  
NORTH 79°07'45" EAST FOR A DISTANCE OF 166.42 FEET,



STATEWIDE LAND SURVEYING INC.

SOUTH 24°57'05" EAST FOR A DISTANCE OF 43.59 FEET TO THE SOUTHERLY LINE OF LAND DESCRIBED IN WARRANTY DEED 74-6136 TO STATE OF OREGON, AS RECORD IN CLACKAMAS COUNTY ON MARCH 14, 1974;

THENCE ALONG SOUTHERLY LINE OF SAID WARRANTY DEED 74-6136, NORTH 65°02'55" EAST FOR AS DISTANCE OF 300.54 FEET TO THE SOUTHWESTERLY CORNER OF LANDS FOUND IN DEDICATION AGREEMENT FOR REAL PROPERTY 2007-092290 TO THE CITY OF GLADSTONE, OREGON AS RECORDED IN CLACKAMAS COUNTY ON OCTOBER 26 2007, ALSO THE SOUTHWESTERLY CORNER OF TRACT B PLAT OF RINEARSON CREEK AS RECORD IN PLAT BOOK 136 AT PAGE 25 (PLAT NO. 4163), RECORDS OF CLACKAMAS COUNTY;

THENCE, ALONG THE SOUTHERLY LINE OF LINE OF TRACT B OF SAID PLAT OF RINEARSON CREEK, NORTH 63°44'30" EAST FOR A DISTANCE 199.94 TO A POINT 10 FOOT OFFSET FROM THE EASTERLY LINE OF SAID TRACT B;

THENCE, NORTH 25°52'21" WEST OFFSET 10 FEET AND PARALLEL TO THE EASTERLY LINE OF TRACT B OF SAID PLAT OF RINEARSON CREEK FOR A DISTANCE OF 305.37 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 11 OF SAID PLAT OF RINEARSON CREEK;

THENCE ALONG THE SOUTHERLY LINE OF LOT 11, 10 AND 9 OF SAID PLAT OF RINEARSON CREEK;

NORTH 86°24'20" WEST FOR A DISTANCE OF 58.82 FEET,  
NORTH 66°44'30" WEST FOR A DISTANCE OF 44.13 FEET,  
SOUTH 86°24'24" WEST FOR A DISTANCE OF 58.33 FEET TO THE SOUTHWESTERLY CORNER OF LOT 9 OF SAID PLAT OF RINEARSON CREEK;

THENCE, DEPARTING SAID PLAT OF RINEARSON CREEK SOUTH 63°55'33" WEST FOR A DISTANCE OF 10 FEET AND OFFSET FROM SAID PLAT OF RINEARSON CREEK;

THENCE, RUNNING 10 FOOT OFFSET AND PARALLEL TO THE WESTERLY LINE OF LOT 9, 8, 7, 6, 5, 4 OF SAID PLAT OF RINEARSON CREEK NORTH 26°04'27" WEST FOR A DISTANCE OF 220.49 FEET TO A POINT 10 FOOT OFFSET FROM THE SOUTHERLY LINE OF THE LAND OF NANCY JO TOWLE AND CARL E. POSTON AS RECORDED BY STATUTORY BARGAIN AND SALE DEED DOCUMENT NUMBER 2010-047066 RECORDS OF CLACKAMAS COUNTY;



STATEWIDE LAND SURVEYING INC.

THENCE, RUNNING 10 FOOT OFFSET AND PARALLEL TO SAID DEED SOUTH 64°20'07" WEST FOR A DISTANCE OF 130.10 FEET;

THENCE, CONTINUING AT 10 FOOT OFFSET AND PARALLEL TO SAID DEED NORTH 26°07'36" WEST FOR A DISTANCE OF 124.88 FEET TO POINT ON SAID DIVISION LINE AND THE POINT OF BEGINNING OF THIS BOUNDARY DESCRIPTION, SAID DESCRIPTION ENCLOSES 33.156 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND ENCUMBRANCES OF RECORD, IF ANY.



**Attachment "B"**

**[Letter from RRPOA Re Reversionary Right Follows]**

July 19, 2016

Mr. Robert Proutt  
Rinearson Natural Area, LLC  
c/o Falling Springs, LLC  
6243 River Road, Suite 7  
Richmond, Virginia 23229

Re: Rinearson Natural Area Restoration Project – Reversionary Right Not Triggered

Bobby:

The Robinwood Riviere Property Owners' Association (POA) conveyed property to the City of Gladstone (the City) by a Property Transfer Agreement of May 1, 1997, and a Bargain and Sale Deed of September 1, 1999. Both documents are enclosed.

Section 4 of the Agreement provides:

*"4. Use of Mitigation Parcel.* Article II, Section 1.C of the Association's Declaration of Conditions and Restrictions (the "Restrictions") allows the Association to transfer the Mitigation Parcel only if said parcel is used for purposes of open space or recreational. The parties agree that the Mitigation Parcel will be used in perpetuity only for the construction of a dam and related improvements (which shall not deviate in any material respect from the improvements shown on the diagram attached as Exhibit A) and the maintenance of the resulting wetland area and if not so used and maintained, the Mitigation Parcel shall revert to the Association. The Association believes that the construction of a dam and the creation and maintenance of a wetland area constitutes "open space" as allowed by Article II, Section 1.C of the Restrictions, and agrees that, so long as the Mitigation Parcel continues to be used for such purposes, the Association will not make any claim to enforce or exercise its reverter right under the Declaration. Thomason shall, during the course of construction of the dam and related improvements, (i) provide periodic written progress reports to the President of the Association, and (ii) consult with the President of the Association prior to making any material changes to the improvements shown on Exhibit A."

The Deed provides:

"This conveyance is made upon the express condition that Grantee and its successors shall only use the Property for the construction and operation of a dam and related improvements. If the foregoing covenant is violated, the Grantor or its assigns may re-enter and terminate the estate hereby conveyed."

The POA and the City contracted with Rinearson Natural Area, LLC, to develop the Rinearson Natural Area Restoration Project on the property conveyed to the City, as well as other property owned by the



City, the POA and individual land owners situated on lower Rinearson Creek in Clackamas County. This project is an aquatic, wetland, floodplain and riparian restoration and enhancement project being developed in coordination with the Portland Harbor Natural Resource Trustee Council (Trustee Council) as part of a regional restoration plan for the lower Willamette River to mitigate for environmental damages incurred as a result of contamination of the Portland Harbor.

As part of the project approval process, you have explained that the Trustee Council wishes the assurance of the POA that the restoration project does not violate the conditions cited above in the Agreement and the Deed. We have reviewed the draft "95% Design Submittal" plan dated April 11, 2016, for the project as prepared by Waterways Consulting Inc. which proposes alterations and modifications of the existing dam and related improvements. We confirm that alterations and modifications of the existing dam and related improvements constructed in accordance with the April 11, 2016, draft plan satisfy, or conversely do not violate, the conditions cited above in the Agreement and the Deed in that the property will continue to be used for open space and recreational in accordance with the POA's Declaration of Conditions and Restrictions. Therefore, our POA's reversionary right will not be triggered by the project.

If you need anything further from the POA regarding this issue, please let me know.

Sincerely,



William J. Dugan  
President  
Robinwood Riviere Property Owners' Association

Enclosures:

Property Transfer Agreement, May 1, 1997  
Bargain and Sale Deed, September 1, 1999

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20ns

AFTER RECORDING, RETURN TO:

John H. Hammond, Jr.  
Hutchison, Hammond, Welsh, Herndon & Goss  
P.O. Box 648  
West Linn, OR 97068

UNTIL A CHANGE IS REQUESTED,  
SEND ALL TAX STATEMENTS TO:

City of Gladstone  
525 Portland Avenue  
Gladstone, OR 97027

**BARGAIN & SALE DEED**

ROBINWOOD RIVIERE PROPERTY OWNERS ASSOCIATION, Grantor, conveys to the CITY OF GLADSTONE, an Oregon municipal corporation Grantee, that certain real property located in Clackamas County, Oregon, and more particularly described on Exhibit A attached hereto.

This conveyance is made upon the express condition that Grantee and its successors shall only use the Property for the construction and operation of a dam and related improvements. If the foregoing covenant is violated, the Grantor or its assigns may re-enter and terminate the estate hereby conveyed.

The true consideration for this conveyance is good and valuable consideration other than money.

The purpose of this Deed is to effect the Lot Line Adjustment approved by the Clackamas County Department of Transportation and Development on April 23, 1999, File No. Z0307-99-PLA.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 1 day of <sup>SEPT</sup>~~May~~, 1999.

GRANTOR:

ROBINWOOD RIVIERE PROPERTY OWNERS ASSOCIATION

By: Gregory David Smith  
Its PRESIDENT

STATE OF OREGON

County of Clackamas )  
  ) ss.

99-088195

The foregoing instrument was acknowledged before me on <sup>Sept</sup>~~May~~ 1, 1999, by Gregory David Smith as PRESIDENT of the Robinwood Riviere Property Owners Association.

Michelle Fitzgerald  
Notary Public for Oregon  
My commission expires 7-19-2002



3125-16174702-101

11990



EXHIBIT A

WESTLAKE  
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

Phone: 503 684-0652  
Fax: 503 624-0157

Meldrum Dam  
Project No.: 1052-01A-97  
October 6, 1997

PROPERTY DESCRIPTION

A tract of land located in the S.W. 1/4 of Section 19, T. 2 S., R. 2 E., W. M., Clackamas County, Oregon, being more particularly described as follows:

Commencing at a point on the Division Line P.M. Rinearson D.L.C., said point being the most southerly angle point of Lot 40, Robinwood Riviere Subdivision, (Plat Book 62, Page 30), Clackamas County Records;

thence, along the southerly line of said Lot 40, North 70°11'56" West, 185.00 feet to an angle point;

thence, continuing along the southerly line of said Lot 40, North 84°15'56" West, 280.00 feet to an angle point, and the True Point of Beginning;

thence, leaving the southerly line of said Lot 40, North 37°55'41" West, 70.00 feet;

thence North 67°55'41" West, 25.00 feet;

thence South 53°04'19" West, 95.00 feet;

thence South 23°25'35" West, 29.76 feet to a point on the southerly line of said Lot 40;

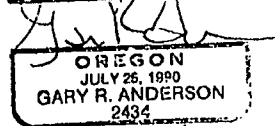
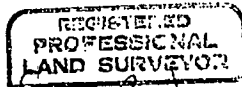
thence, continuing southeasterly along the southerly line of said Lot 40, South 74°43'26" East, 90.00 feet to an angle point;

thence, continuing along the southerly line of said Lot 40, North 57°04'19" East, 80.00 feet to the True Point of Beginning.

Containing 0.22 acres, more or less.

DAB: 10/6/97

h:\admin\105201\survey\pd105201.doc /jk



Renud 2/3/97

|| Pacific Corporate Center, 15115 S.W. Sequoia Parkway, Suite 150, Tigard, Oregon 97224

AFFIDAVIT

We, the undersigned President and Secretary of Robinwood Riviere Property Owners' Association, hereby certify that the attached original of an Instrument Allowing Dedication or Transfer of Common Area contains the signatures required under Article II, Section I.C. of our Declaration of Conditions and Restrictions in order to transfer a portion of the Association's common areas. The attached Instrument was prepared and signed in 1997; however, we do not know the exact date or dates on which the individuals signed the document.

Dated: August 11, 1999.

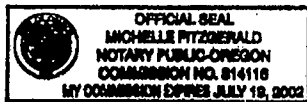
Greg Smith  
Greg Smith, President

Tami Sue Debord  
Tami Debord, Secretary

STATE OF OREGON     )  
                                  ) ss.  
County of Multnomah    )

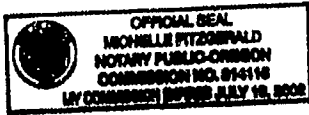
On this 13<sup>th</sup> day of August, 1999, personally appeared before me the within named GREG SMITH, known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

Michelle Fitzgerald  
Notary Public for Oregon



STATE OF OREGON )  
 ) ss.  
County of Multnomah )

On this 13<sup>th</sup> day of August, 1999, personally appeared before me the within named TAMI DEBORD, known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.



*Michelle Fitzgerald*  
Notary Public for Oregon


Page 2 - AFFIDAVIT

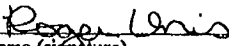
**INSTRUMENT ALLOWING DEDICATION OR  
TRANSFER OF COMMON AREA**

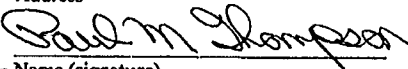
Robinwood Riviere Property Owners Association proposes to transfer certain real property which is a common area owned by the Association to the City of Gladstone (the Proposed Transfer). The parcel to be transferred and all of the common area to be effected is generally described and shown in Exhibit 1 attached hereto. The area will be used as open space for wetlands.


Article II, Section 1.C. of the Declaration of Conditions and Restrictions for the Association provides that no dedication or transfer of common area shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

This instrument, signed by the following members of Robinwood Riviere Property Owners Association constitutes the instrument required by Article II, Section 1.C. of the Declaration of Conditions and Restrictions to authorize the Proposed Transfer.

  
Name (signature)  
WILLIAM J. DUGAN  
Name (print)  
4728 SE LA COUR  
MILWAUKEE, OR 97267  
Address

  
Name (signature)  
ROGER UNIS  
Name (print)  
4736 SE LACOUR  
MILWAUKEE, OR 97267  
Address

  
Name (signature)  
PAUL M. THOMPSON  
Name (print)  
4732 S.E. LACOUR  
MILWAUKEE ORE 97267  
Address

  
Name (signature)  
Charles FLACK  
Name (print)  
4744 S.E. LACOUR CT  
Address MILWAUKEE, OR 97267

Page 1 - INSTRUMENT ALLOWING DEDICATION OR TRANSFER OF COMMON AREA

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**INSTRUMENT ALLOWING DEDICATION OR  
TRANSFER OF COMMON AREA**

Robinwood Riviere Property Owners Association proposes to transfer certain real property which is a common area owned by the Association to the City of Gladstone (the Proposed Transfer). The parcel to be transferred and all of the common area to be effected is generally described and shown in Exhibit 1 attached hereto. The area will be used as open space for wetlands.

Article II, Section 1 C. of the Declaration of Conditions and Restrictions for the Association provides that no dedication or transfer of common area shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

This instrument, signed by the following members of Robinwood Riviere Property Owners Association constitutes the instrument required by Article II, Section 1.C. of the Declaration of Conditions and Restrictions to authorize the Proposed Transfer.

*William J. Dugan*  
Name (signature)  
WILLIAM J. DUGAN  
Name (print)  
4728 SE LA COUR  
MILWAUKIE, OR 97267  
Address

*Dennis S. Guffey*  
Name (signature)  
Dennis S. Guffey  
Name (print)  
4764 SE LA COUR CT  
MILWAUKIE, OR 97267  
Address

*Paul M. Thompson*  
Name (signature)  
PAUL M. THOMPSON  
Name (print)  
4732 S.E. LACOUR  
MILWAUKIE ORE 97267  
Address

\_\_\_\_\_  
Name (signature)  
\_\_\_\_\_  
Name (print)  
\_\_\_\_\_  
Address

Page 1 - INSTRUMENT ALLOWING DEDICATION OR TRANSFER OF COMMON AREA

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[Signature]  
Name (signature)  
J S WESTERBORG  
Name (print)  
4752 La Cour Ct - Milw  
Address

[Signature]  
Name (signature)  
Kathleen D. Cooper  
Name (print)  
7720 S.E. La Cour  
Milwaukie, OR 97267  
Address

[Signature]  
Name (signature)  
PAUL MURNIGHAN  
Name (print)  
4785 SE LACOUR CT.  
MILWAUKIE, OR 97267  
Address

[Signature]  
Name (signature)  
Christine R. Curatilo  
Name (print)  
4765 SE La Cour Ct  
Milwaukie, OR 97267  
Address

[Signature]  
Name (signature)  
KARLA KREMER  
Name (print)  
4755 SE LACOUR CT  
MILWAUKIE OR 97267  
Address

[Signature]  
Name (signature)  
Jack Krueger  
Name (print)  
4771 S.E. La Cour Ct.  
Milwaukie, OR 97267  
Address

[Signature]  
Name (signature)  
William T. McCormack  
Name (print)  
4814 SE Glen Echo  
Milwaukie, OR 97267  
Address

[Signature]  
Name (signature)  
Daryl D. LaClef  
Name (print)  
4681 SE LaCour Ct  
Milwaukie, OR 97267  
Address

[Signature]  
Name (signature)  
Holly Reiners  
Name (print)  
4681 SE LACOUR CT  
MILWAUKIE OR 97267  
Address

[Signature]  
Name (signature)  
DOUGLAS C. McALLISTER  
Name (print)  
4620 S.E. LACOUR CT.  
MILWAUKIE, OR 97267  
Address



Douglas K. Chan  
Name (signature)  
DOUGLAS K. CHAN  
Name (print)  
4774 S.E. LaCour  
Mil., Or 97267  
Address

John L. Stierwald  
Name (signature)  
John L. Stierwald  
Name (print)  
4630 S.E. LaCour  
Milwaukee, OR. 97267  
Address

Laird Rowm  
Name (signature)  
LAIRD ROWM  
Name (print)  
4660 LA COUR  
97267  
Address

Marshall E. Fox  
Name (signature)  
Marshall E. Fox  
Name (print)  
Address

Elizabeth A. Flinter  
Name (signature)  
Elizabeth A. Flinter  
Name (print)  
4700 SE LaCour  
97267  
Address

Dennis R. Debord  
Name (signature)  
DENNIS R. DEBORD  
Name (print)  
4740 SE. La Cour Ct.  
Milwaukee OR 97267  
Address

Victor McPherson  
Name (signature)  
VICTOR MCPHERSON  
Name (print)  
4640 SE LACOUR  
MILWAUKEE, OR 97267  
Address

Louis F. Gagnon Jr  
Name (signature)  
LOUIS F. GAGNON JR  
Name (print)  
4760 SE LA COUR Ct.  
97267  
Address

Brenda Densen  
Name (signature)  
BRENDA DENSEM  
Name (print)  
4747 SE LA COUR Ct  
MILWAUKEE OR 97267  
Address

Shirley Hulmeberg  
Name (signature)  
SHIRLEY HULMEBERG  
Name (print)  
4730 SE GLEN ECHO  
97267  
Address

*Yanni Carr*  
Name (signature)  
*Yanni Carr*  
Name (print)  
*4630 La Cour*  
*Milwaukie, Ore. 97127*  
Address

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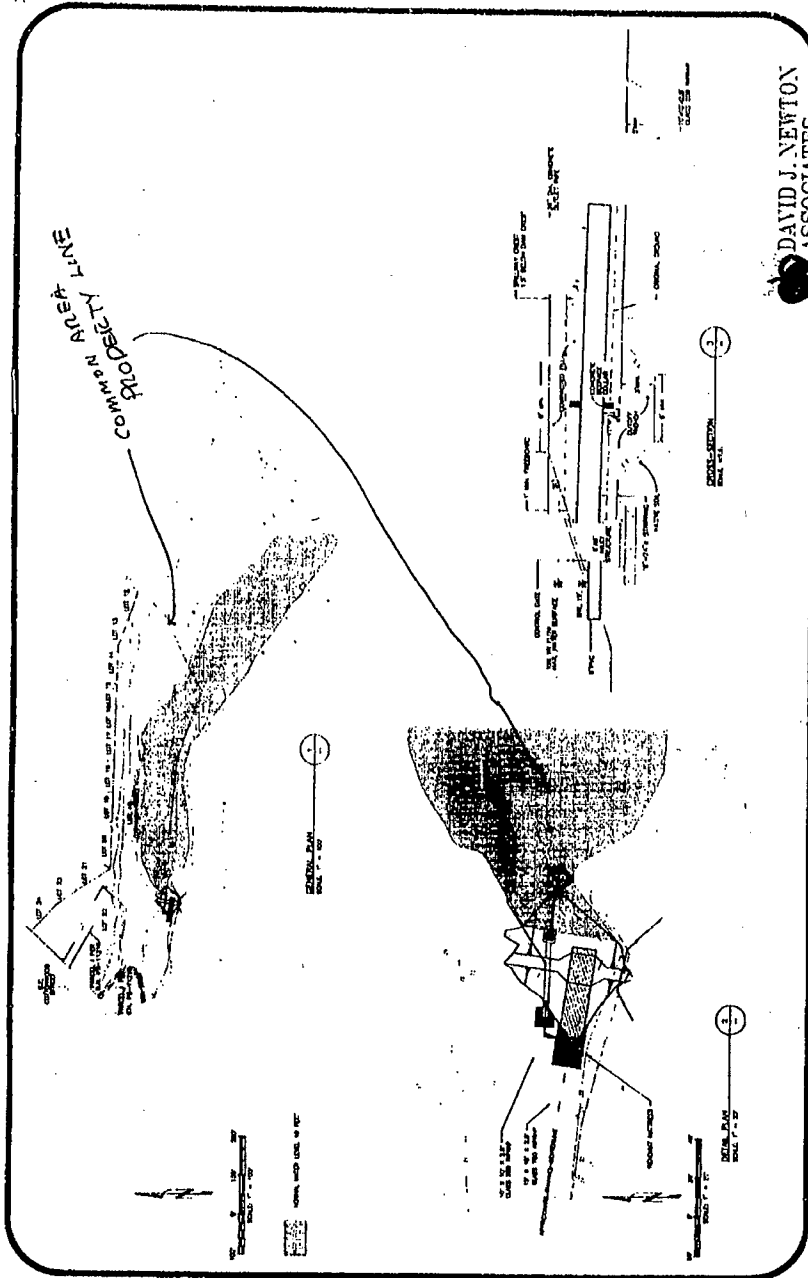
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Name (print)  
\_\_\_\_\_  
Address

Page 4 - INSTRUMENT ALLOWING DEDICATION OR TRANSFER OF COMMON AREA

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PREPARED FOR THOMASON

EXHIBIT 1



11  
STATE OF OREGON 99-088195  
CLACKAMAS COUNTY  
Received and placed in the public  
records of Clackamas County  
RECEIPT# AND FEE: 88682 880.00  
DATE AND TIME: 09/07/99 03:27 PM  
JOHN KAUFFMAN, COUNTY CLERK

## PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT, dated for reference purposes only May 1, 1997, is by and between THOMASON AUTO GROUP, INC., an Oregon corporation (Thomason), THE ROBINWOOD RIVIERE PROPERTY OWNERS ASSOCIATION (the Association) and the CITY OF GLADSTONE, an Oregon municipal corporation (City).

### RECITALS

A. In order to accommodate certain wetlands mitigation to be performed by Thomason, Thomason has requested that the Association transfer to the City that certain parcel of real property consisting of approximately two-tenths of an acre and generally shown on the diagram attached as Exhibit A hereto (the Mitigation Parcel).

B. The Association is prepared to transfer the Mitigation Parcel to the City, and the City is prepared to accept such transfer, all on the conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. *Legal Description and Permits.* Upon full execution of this Agreement, Thomason shall, at its sole cost and expense, have a legal description of the Mitigation Parcel prepared by a licensed Oregon surveyor (the Survey). Thomason shall promptly deliver copies of the Survey to the Association and the City and the closing of the transaction contemplated by this Agreement is contingent upon approval of the Survey by the Association and the City, provided however, that such approval shall not be withheld so long as the Survey does not deviate in any material respect from the diagram attached as Exhibit A hereto. In addition, Thomason shall apply for all approvals and permits necessary for the transfer of the Mitigation Parcel to the City (the Permits).

2. *Preliminary Title Report.* Within ten days after full execution of this Agreement, the Association shall furnish to the City and Thomason, at Thomason's expense, a Preliminary Title Report issued by Fidelity National Title Insurance Company of Oregon (the Title Company) showing the condition of title to the Mitigation Parcel. At Closing, title to the Mitigation Parcel shall be conveyed free of encumbrances except real property taxes for the current tax year, reservations in federal patents and state deeds, easements, covenants and conditions of record, and building and use restrictions (the Permitted Exceptions).

3. *Closing.*

3.1 *Time and Place of Closing.* The Closing of the transaction provided in this Agreement shall take place within 15 days of the obtaining of the legal description and the Permits.

3.2 *Closing Documents.* The Mitigation Parcel shall be conveyed to the City at Closing by Bargain and Sale Deed. At Closing, (i) the Association shall also issue to the City and Thomason a revocable license allowing the City to flood that portion of the Association's remaining land designated as the "Water Area" on the diagram attached as Exhibit A hereto, and (ii) the City shall issue to Thomason a revocable license allowing Thomason to use the Mitigation Parcel for the purposes described in the permits.

3.3 *Title Insurance Policy.* Within 15 days after the Closing, the Association shall, if requested to do so by the City, cause the Title Company to furnish to the City, at Thomason's expense, an ALTA Owner's Policy of Title Insurance, standard form, in an amount mutually agreed upon by the parties to be the reasonable value of the Property. The title policy shall contain only the usual printed exceptions and the permitted exceptions.

4. *Use of Mitigation Parcel.* Article II, Section 1.C of the Association's Declaration of Conditions and Restrictions (the "Restrictions") allows the Association to transfer the Mitigation Parcel only if said parcel is used for purposes of open space or recreational. The parties agree that the Mitigation Parcel will be used in perpetuity only for the construction of a dam and related improvements (which shall not deviate in any material respect from the improvements shown on the diagram attached as Exhibit A) and the maintenance of the resulting wetland area and if not so used and maintained, the Mitigation Parcel shall revert to the Association. The Association believes that the construction of a dam and the creation and maintenance of a wetland area constitutes "open space" as allowed by Article II, Section 1.C of the Restrictions, and agrees that, so long as the Mitigation Parcel continues to be used for such purposes, the Association will not make any claim to enforce or exercise its reverter right under the Declaration. Thomason shall, during the course of construction of the dam and related improvements, (i) provide periodic written progress reports to the President of the Association, and (ii) consult with the President of the Association prior to making any material changes to the improvements shown on Exhibit A.

5. *Approval by Association Members.* Article II, Section 1.C of the Association's Declaration of Conditions and Restrictions provides that no transfer of its common area shall

be effective unless an instrument signed by two-thirds of each class of members agreeing to such transfer has been recorded. This Agreement shall be contingent upon the recording of such an instrument and shall be null and void if the Association is unable to obtain such an instrument. The Association shall exert its reasonable best efforts to obtain the approval described in this section as promptly as possible.

6. *Expenses.* Thomason shall pay the escrow fee (if any), the cost of recording the Deed and the cost of the title insurance policy. Thomason shall pay the reasonable attorney fees incurred by the Association in connection with Thomason's request that the Association enter into this Agreement, its preparation and its execution and performance, not to exceed \$3,000.

7. *Notice.* All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at its address set forth below. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement. The notices shall be addressed as follows:

Thomason:	Thomason Auto Group, Inc. 19495 SE McLoughlin Boulevard Gladstone, OR 97027 Attention: Roderick A. Livesay
With a copy to:	Tonkon, Torp, Galen, Marmaduke & Booth 1600 Pioneer Tower 888 SW Fifth Avenue Portland, OR 97204-2099 Attention: Jeffrey H. Keeney
Association:	The Robinwood Riviere Property Owner's Association c/o Greg Smith 4790 SE LeCour Milwaukie, OR 97267
With a copy to:	Meyer & Wyse 900 SW Fifth Avenue, Suite 1900 Portland, OR 97204 Attention: Roger L. Meyer, Esq.

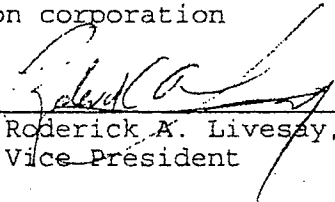
City: City of Gladstone  
525 Portland Avenue  
Gladstone, OR 97027  
Attention: Jonathan Block

8. *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of Thomason, the Association and the City and their respective successors and assigns. This Agreement may not be amended except by a written agreement executed by all parties hereto.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

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

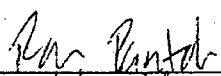
THOMASON AUTO GROUP, INC., an Oregon corporation

By   
Roderick A. Livesay, Executive Vice President

THE ROBINWOOD RIVIERE PROPERTY OWNERS ASSOCIATION

By   
Greg Smith, President of Board

CITY OF GLADSTONE, an Oregon municipal corporation

By   
Its 