CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: December 4, 2012 **Approx Start Time:** 10:30am **Approx Length:** 30 min

Presentation Title: Harmony Community Campus and Three Creeks Land Conveyance

Department: Business & Community Services (BCS)

Presenters: Gary Barth, BCS Director
Mike Kuenzi – Water Environment Services (WES) Director

Other Invitees:, Cam Gilmour – Department of Transportation and Development (DTD), Barb Cartmill – DTD, Michelle Healy – North Clackamas Parks and Recreation District (NCPRD), Chris Storey - County Counsel

Executive Summary

Clackamas County Business and Community Services ("BCS") requests direction regarding the conveyance of County-owned land at the Harmony Community Campus ("HCC"), a portion of which is sometimes referred to as the Three Creeks area, to Clackamas County Service District No. 1 ("CCSD#1"). The purpose of the proposed asset transfer is to provide for the long-term environmental protection of the property by CCSD#1. A recent audit concluded CCSD#1 couldn't expend capital dollars or insure an asset on land not owned by CCSD#1.

Background:

In the late 1980's Clackamas County realized the local and regional significance of the 100-acre HCC area, part of which is also known as the Three Creeks Property. The County led efforts to bring the site into public ownership and to plan for eventual use for commerce, recreation and education.

In December 1992 Clackamas County Development Agency ("Agency") acquired property from Southern Pacific Transportation Company. This expanded the total acreage of the HCC in order to provide flood control facilities for the Clackamas Industrial Area Urban Renewal District. It also facilitated construction of recreational and related facilities by the newly formed North Clackamas Parks & Recreation District ("NCPRD"). A map of the HCC area, including the parcels under discussion, is attached hereto as (Attachment 1).*

In May of 1998, the Agency entered into a Development and Disposition Agreement ("DDA") with CCSD#1, NCPRD and the County to implement the Agency's Urban Renewal Plans. This agreement provided for development of the site (Attachment 2).

The site was originally comprised of six parcels as shown in Exhibit A of the DDA - Site and Parcel Map (Attachment 3): Site planning anticipated the following:

- Parcel 1 was to be conveyed by the Agency to NCPRD for recreational and related uses in accordance with the Town Center Urban Renewal Plan. Parcel 1 is the site of the NCPRD Aquatic Park. A Bargain and Sale Deed to NCPRD conveyed this parcel in May of 2006*. The Agency retained a fifty foot transportation easement across a "flag pole"

of parcel 1 connecting parcel 1 to Harmony Road. The easement is on the east side of the Aquatic Park facility.

- Parcels 2, 4 and 5 were to be conveyed by the Agency to the County for uses outlined in the Clackamas Industrial Area Urban Renewal Plan. These proposed uses include drainage and flood control facilities, wetlands mitigation and recreational and related uses. The county was to assign responsibility for operation and maintenance of such drainage and flood control facilities on parcels 2, 4 and 5 to CCSD#1. The County would further grant NCPRD the right to construct recreational and related facilities on parcels 2 and 4, provided such uses were subordinate to the use of the property by CCSD#1. These responsibilities and grants were outlined in separate Intergovernmental Agreements between the County and CCSD#1 and the County and NCPRD, respectively.

- The Agency was attempting to acquire Parcel 3 from the Oregon Department of Transportation (ODOT) at the time the DDA was being developed. The Agency was to include Parcel 3 at the time Parcels 2 and 4 were conveyed to the County if Parcel 3 was acquired by the Agency at that time. If the Agency acquired Parcel 3 after Parcels 2 and 4 were conveyed then Parcel 3 would also be conveyed to the County within one year from the date of acquisition by the Agency. At this time, ODOT still maintains ownership of Parcel 3. Parcels 2 and 4 were conveyed by Bargain and Sale Deed to the County in May of 2006*.

- Parcel 6 was retained by the Agency for use as a transportation corridor, further detailed in section 3.03 of the DDA.

When the DDA was drafted, there was an expectation that NCPRD would construct a Regional Park Facility on parcels 2 and 4 as shown in Exhibit C – Site Plan in the DDA. Subsequent investigation revealed significant environmental contamination on the parcels from previous property owners. After a lengthy investigation of potential remediation solutions, NCPRD funds were redirected to the development of smaller neighborhood parks and athletic fields in other locations.

In recent years, a nonprofit group known as the Tsunami Crew has made significant contributions to the environmental health of the area and there appears to be strong community support for preservation and limiting recreation to low impact activities. This revised concept plan for development in the Three Creeks area is contained in the HCC Conceptual Master Plan (Attachment 4), Appendices E and F.

As a result, NCPRD has no current or long term plans to construct significant recreational facilities as originally envisioned for the site (Attachment 5).

***Attached with this staff report is a map of the Harmony Community Campus showing current ownership (Attachment 1). It is important to note that the original parcel numbers were changed in 2006 as a result of the partition plat that facilitated the property transfers described above. The information and recommendations below reference the current ownership and parcel designations.**

CCSD#1's boundaries include the Three Creeks property and CCSD #1 has opportunities to meet permit conditions through improved environmental management and enhancement on the

site. BCS, the Agency, NCPRD and CCSD#1 agree that CCSD#1 should provide environmental management of the parcel 4 (formerly parcels 2, 4 and 5). Staff further recommends that the County convey parcel 4 to CCSD#1 and direct staff to revise the DDA to reflect the current conditions.

A recent audit concluded that CCSD#1 could only invest capital dollars to maintain or improve properties in which it holds a direct ownership interest. Further, CCSD#1 was the subject of litigation regarding flooding on the site that the district's insurance nearly refused tender on because the site was county-owned although district-operated. CCSD#1 would like to make improvements to the stormwater facility on site to avoid future litigation, but has the same investment limitations due to the audit finding. Therefore, to overcome this barrier, staff recommends that parcel 4 be transferred to CCSD#1 so that the CCSD#1 may take a more active role in the protection of the site.

FINANCIAL IMPLICATIONS (current year and ongoing):
There are no financial implications associated with this issue other than staff time to execute the proposed real estate transaction and revise the DDA accordingly. The transfer would allow CCSD#1 to invest capital dollars to improve the Three Creeks area, an investment that cannot be made absent such a transfer. There would be no loss of property tax revenues.

LEGAL/POLICY REQUIREMENTS:
County Counsel advises that there is a current misalignment of responsibility and ownership, with CCSD#1 ostensibly tasked with ongoing obligations but without ownership to justify expenditures of district resources, and recommends reconciling those tasks. Irrespective of the direction of the transfer, the prior DDA and related operational agreements, as well as a real property transaction, would need to be documented and included as part of a public process.

PUBLIC/GOVERNMENTAL PARTICIPATION:
None further anticipated. The proposal under consideration is consistent with the HCC Conceptual Master Plan which underwent a significant public process. CCSD#1 will be discussing the issue with its Riverhealth advisory committee prior to BCC action on the matter.

OPTIONS:
1. Convey parcel 4 of county-owned property at Three Creeks on the Harmony Community Campus to CCSD #1, subject to a revised DDA and IGA that addresses CCSD's responsibilities for operations and maintenance of surface water management facilities and water quality projects on the site.
2. The County retains ownership of parcel 4 and the DDA and IGA's in place remain in effect. CCSD#1 no longer invest any monies on the site and should withdraw from the DDA since it is not a flood control agency.
3. Direct staff to consider alternative options based on discussion of the issues.

RECOMMENDATION:
Convey parcel 4 of county-owned property at Three Creeks on the Harmony Community Campus to CCSD#1, subject to a revised DDA and IGA that addresses CCSD#1's responsibilities for operations and maintenance of surface water management facilities and water quality projects on the site.

ATTACHMENTS:

Attachment 1 – Map of Site with current property ownership
Attachment 2 - DDA dated May 21, 1998 between the County, the Development Agency, CCSD#1 and NCPRD
Attachment 3 – Exhibit A of the DDA
Attachment 4 – HCC Conceptual Master Plan and Appendices
Attachment 5 – Original North Clackamas Regional Park Concept Plan

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____

For information on this issue or copies of attachments, please contact: Michelle Healy @ 503-742-4356

Fiscal Impact Form

RESOURCES:
Is this item in your current work plan and budget?

YES
X NO

START-UP EXPENSES AND STAFFING (if applicable):
Staffing is covered within current budgets.

ONGOING OPERATING EXPENSES/SAVINGS AND STAFFING (if applicable):
Staffing is covered within current budgets.

ANTICIPATED RESULTS:
Provide clarity to internal county departments, agencies and the public regarding responsibility for management of publicly owned land on parcel 4 of the Harmony Community Campus.

COSTS & BENEFITS:
These will be determined depending on the Board's direction.

Harmony Community Campus Parcel Map *
11/28/12

The information provided was derived from digital databases from Clackamas County's GIS. Although we strive to provide the best data we can, we sometimes use data developed by jurisdictions outside Clackamas County. Therefore, Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are strongly cautioned to verify all information before making any decisions.

* Note Parcel Numbers as of Partiion Plat 2006-003

- Taxlots
- Clackamas County (Parcel 4)
- NCPRD (Parcel 6)
- Clackamas Development Agency (Parcel 5)
- State of Oregon (Parcel 3)
- Clackamas Community College (Parcel 1 & 2)
- Stream

CLACKAMAS COUNTY

Attachment 1

98-111

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of the 21 day of ~~February~~ May, 1998, by and between the CLACKAMAS COUNTY DEVELOPMENT AGENCY (the "Agency"), the NORTH CLACKAMAS PARK AND RECREATION DISTRICT (the "Park District"), CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (the "Service District") and CLACKAMAS COUNTY (the "County"). The Agency, the Park District, the Service District and the County hereby agree as follows:

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.01: Purpose of the Agreement

The purpose of this Agreement is to effectuate the Urban Renewal Plans described in Section 1.02 hereof by providing for the redevelopment of a portion of the Clackamas Town Center Urban Renewal Area and a portion of the Clackamas Industrial Urban Renewal Area (the "Development Areas"), designated herein as "Site," and the development of the "Projects" on the Site (as such quoted terms are hereinafter defined). The Agency has found that the development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of Clackamas County and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable law and requirements.

Section 1.02: The Plans

The Urban Renewal Plan for the Clackamas Town Center Area was approved and adopted on December 30, 1980 pursuant to Ordinance No. 80-2686 and the Urban Renewal Plan for the Clackamas Industrial Area was approved and adopted on July 26, 1984 pursuant to Ordinance No. 84-1045, by the County Commission of Clackamas County pursuant to ORS Chapter 457. The Plans have since been amended. The Plans as amended are recorded in the records of Clackamas County and are also on file in the offices the Department of Transportation and Development of Clackamas County. The Plans, as amended, are referred to herein as the "Plans." This Agreement is subject to the provisions of the Plans, which are incorporated herein by this reference and made a part hereof as though fully set forth herein.

Section 1.03: The Site

The "Site" is that portion of the Development Area so designated on the map attached hereto as Exhibit A, and more particularly described in the legal description which is attached hereto as Exhibit B, which exhibits are incorporated herein by this reference. The Site consists of Parcels 1 through 6 as shown on the map attached as Exhibit A and described in Exhibit B.

Section 1.04: The Projects

The term "Projects" means all the short term and long term on- and off-site improvements required to be constructed by the Agency, by the Service District and by the Park District pursuant to this Agreement, including but not limited to buildings, parking areas, driveways, signs, sidewalks, lighting, landscape, open space, utilities, roadways, curbs, access ways, site preparation, park and recreation facilities, drainage and flood control facilities, wetlands mitigation areas and related improvements.

Section 1.05: The Parties

(A) The Agency is a corporate body politic of the State of Oregon, as the duly designated Urban Renewal Agency of the County, exercising governmental functions and powers and organized and existing under Oregon Revised Statutes, Chapter 457.

(B) The Park District is a County Service District which has authority to establish and maintain park and recreational facilities and is organized and operating under Oregon Revised Statutes, Chapter 451.

(C) The County is a corporate body politic and subdivision of the State of Oregon which has authority to exercise general governmental powers.

(D) The Service District is a County Service District which has authority to establish and maintain drainage and flood control facilities and is organized and operating under Oregon Revised Statutes, Chapter 451.

ARTICLE 2: ASSEMBLY OF THE SITE

Section 2.01: Agency Assembly Obligations

The Agency has acquired Parcels 1, 2, 4, 5 and 6 identified in Exhibit A hereto, pursuant to the Plans, for uses in accordance with the Plans.

The Agency proposes to acquire from the Oregon Department of Transportation title to Parcel 3, identified in Exhibit A hereto. Uncertainties exist as to whether Parcel 3 will be acquired, the schedule of its acquisition, the environmental conditions of the property and other matters. At such time as the uncertainties are resolved, and in the event the Agency acquires title to the property, the parties intend that such Parcel shall be subject to this Agreement and to the Site Plan set forth in Exhibit C hereto.

The Agency has acquired and developed a flood control facility known as the Phillips Creek Flood Control Project which is identified as Parcel 5 in Exhibit A hereto, which Parcel shall also be subject to the terms of this agreement.

ARTICLE 3: DISPOSITION OF THE SITE

Section 3.01: Conveyance of Parcel 1 of the Site

In accordance with and subject to all of the terms, covenants and conditions of this Agreement, except as herein provided, the Agency agrees to transfer and convey all of its interest in Parcel 1 of the Site as shown on the map attached hereto as Exhibit A hereto and described in Exhibit B hereto, to the Park District for recreational and related uses in accordance with the Clackamas Town Center Urban Renewal Plan and this Agreement. The consideration for the transfer and conveyance of Parcel 1 of the Site is the obligation of the Park District to develop the property contained in Parcel 1 for park and recreational uses as an aquatic center, which development has now been satisfactorily completed. The Agency shall, within thirty (30) days from the execution of this Agreement convey Parcel 1 to the Park District by bargain and sale deed, subject to the covenants contained in this Agreement. The Agency shall retain a transportation easement fifty (50) feet in width for pedestrian, bicycle, light rail, and roadway purposes across the "Flag Pole" of Parcel 1 which connects the body of Parcel 1 to Harmony Road.

Section 3.02: Conveyance of Parcels 2, 4 and 5 of the Site

In accordance with and subject to all of the terms, covenants and conditions of this Agreement, the Agency agrees to transfer and convey all of its interest in Parcels 2, 4 and 5 of the Site as shown in Exhibit A hereto and described in Exhibit B hereto to the County for the uses provided for in the Clackamas Industrial Area Urban Renewal Plan for such property, including drainage and flood control facilities, wetlands mitigation and recreational and related uses. The Agency shall construct the drainage and flood control facilities on Parcels 2 and 4 as provided in Section 4.02 of this Agreement. The Agency has previously constructed drainage and flood control facilities on Parcel 5.

The County shall assign responsibility for operation and maintenance of such drainage and flood control facilities on Parcels 2, 4 and 5 to the Service District and shall assign to the Service District such rights and powers as may be necessary for the Service District to fulfill its responsibilities pursuant to the Intergovernmental Agreement (Service District) attached hereto as Exhibit D (the "Service District IGA"). The Service District agrees to execute the Service District IGA and to accept, operate and maintain the facilities described therein upon their completion and upon the County's grant of such responsibility in accordance with the terms of such Agreement.

The County shall grant to the Park District the right to construct and maintain recreational and related facilities on Parcels 2 and 4 pursuant to the Intergovernmental Agreement (Park District) attached hereto as Exhibit E (the "Park District IGA"). The Park District agrees to execute the Park District IGA and to accept and operate and maintain such facilities in accordance with the terms of such Agreement. Such recreational and related facilities shall be generally in accordance with the Site Plan attached hereto as Exhibit C, in accordance with the terms of Section 4.03, and shall be subject and subordinate to the use by the Service District of Parcels 2, 4 and 5 for drainage and flood control facilities.

Upon completion of the Site preparation as provided in Section 4.01, Phase I of the drainage and flood control facilities as provided in Section 4.02, the Agency shall convey Parcels 2, 4 and 5 to the County by bargain and sale deed subject to the terms, covenants and conditions of this Agreement. The Agency shall convey Parcel 3 to the County at the time Parcels 2 and 4 are conveyed if Parcel 3 has been acquired by Agency at such time. If the Agency acquires Parcel 3 after conveyance of Parcels 2 and

4, the Agency shall convey Parcel 3 to the County at a time mutually agreed to, but in any event within one year from the date of the acquisition by the Agency.

Section 3.03: Transportation Corridor

The Agency intends to meet the transportation objectives of the Plans by providing for the present and future transportation needs of the Development Areas. In order to achieve such objectives, the Agency shall retain a "Transportation Corridor" through the Site for: (1) vehicular traffic from Harmony Road to the intersection of 82nd Avenue with Ambler Road ("Road Corridor"); and (2) light rail transit which has been proposed and may affect the Site ("LRT Corridor"). The Transportation Corridor is shown as Parcel 6 on Exhibit A and is described in Exhibit B and includes the easement on Parcel 1 flag lot as provided in Section 3.01.

The parties will enter into an Agreement for Transportation Corridor Planning substantially in the form attached hereto as Exhibit F attached hereto (the "Transportation Corridor Agreement") to govern the development and use of the Transportation Corridor. The Agency shall retain title to the Transportation Corridor until such time as the final uses for the Transportation Corridor are determined and constructed. Upon final determination of such uses and construction, the Agency will convey portions of the Transportation Corridor to the County and to the Park District, respectively, in accordance with the terms of the Transportation Corridor Agreement.

Any party to this Agreement may, but is not required to, waive or assert the need or requirements for an appropriate environmental analysis of the Transportation Corridor at appropriate times. Subject to the limitations and procedures specified in the Transportation Corridor Agreement and agreed to by the parties, the parties understand that the County will designate the final location of the Road Corridor and either the Metropolitan Service District ("Metro") or Tri-County Metropolitan Service District ("Tri-Met") will designate the location of the LRT Corridor, both of which will be within the bounds of the Transportation Corridor.

ARTICLE 4: DEVELOPMENT AT THE SITE

Section 4.01: Site Preparation by Agency.

The Agency shall prepare the Site for redevelopment in accordance with the Urban Renewal Plans and this Agreement. All such Site preparation work shall be as agreed to by the parties to this Agreement. Site preparation, where possible, will be coordinated to provide benefit for all aspects of the project(s). However, each party to the Agreement acknowledges its responsibility to fund its respective improvements. Coordination of preparation or actual construction work is intended to provide economies to all projects, but not to add additional costs to one party for the benefit of the other. The parties may agree to jointly develop and to share the costs of developing facilities which are of mutual benefit to the parties. The Agency intends constructing drainage improvements on the Site in 1997/1998. Public recreation improvements are intended for the Site in the future by the Park District as environmental and financial conditions allow.

Section 4.02: Construction of Drainage and Flood Control Facilities by Agency

Subject to budgetary limitations approved by and available to the Agency, the Agency shall design and construct drainage and flood control facilities on Parcels 2 and 4 of the Site, and in such necessary adjacent areas as may be agreed to and approved by all parties to this Agreement, the approximate locations of which are shown on the Site Plan attached hereto as Exhibit C. Such drainage and flood control facilities have been designed to address the drainage and flood control problems identified in the Report on the Clackamas Industrial Area Plan, and in the associated Urban Renewal Plan, and include substantial provisions for wetlands mitigation in connection with the Clackamas Industrial Area.

Construction plans for the drainage and flood control improvements have been approved by the Service District. The work program for the construction of such improvements has been divided into Phases I and II. The Agency shall be obligated to construct only Phase I of the work program. Phase II of the work program may be undertaken by the Agency at such later time as (1) the remediation of the contaminated conditions described in Section 4.05 has been completed, (2) sufficient funds are available for the Phase II work program as determined by the Agency, and (3) the Agency and Service District agree that such Phase II work program shall proceed.

Upon certification by the Project Engineer and the Project Construction Manager that Phase I of such facilities has been constructed in accordance with the approved plans and any approved modifications thereto, the Service District shall assume operation and maintenance of the drainage and flood control facilities pursuant to the Service District IGA as provided in Section 3.02 of this Agreement. The design and construction of the drainage and flood control facilities will be carried out in accordance with the Plans approved by the Service District.

Section 4.03: Construction of Recreational and Related Facilities by the Park District

Subject to budgetary limitations approved by and available to the Park District, the Park District agrees to construct and maintain facilities for recreation and related uses on Parcels 2 and 4 of the Site in accordance with Plans. The Park District has constructed and is operating an aquatic center on Parcel 1 of the Site and proposes to construct park and recreational facilities on Parcels 2 and 4 of the Site generally as shown in the Site Plan attached hereto as Exhibit C.

The Park District has submitted construction plans for the recreational facilities constructed and to be constructed on the Site to the Agency for review. In the event the Park District changes the pre-approved Site Plans, a process will be undertaken to provide review by all parties to this Agreement. The process will also involve public comment and approval by the Board of County Commissioners. Any such proposed modifications to the approved recreational elements to the Site Plan shall be the responsibility of the District Advisory Board to ensure all process and review are complete prior to the changes being made. The Park District recognizes that the schedule for the development of the recreational features may be affected by hazardous waste remediation efforts occurring on the Site, but such improvements shall be undertaken and completed within a reasonable period of time. Construction of the improvements by the Park District shall be commenced and completed at the earliest possible date, subject to the environmental and financial limitations described herein.

Notwithstanding the above, the Park District shall construct a multi-use path to serve in lieu of a pedestrian and bike path in a location south of the swim center and north of Mt. Scott Creek concurrent with or prior to the construction of the roadway along the Transportation Corridor. The exact location shall be agreed to by the Park District and Agency.

Section 4.04: Construction Costs by Park District

The Park District shall be responsible for development costs of its specific portions of the total project. It is acknowledged that improvements made by the Park District will occur within a reasonable period of time considering the environmental and financial limitations described herein.

Section 4.05: Remediation of Environmental Conditions on Parcel 2.

The Agency has acquired Parcel 2 from Southern Pacific Transportation Company ("SPTC"). Soil, ground water, and surface water contamination has been identified on Parcel 2 through testing. SPTC has entered into a Consent Agreement with the State of Oregon, Department of Environmental Qualities identified as DEQ NO. ECSR-NWR-92-06 with the objective of determining the nature and extent of the hazardous substances on Parcel 2 and to develop remedial measures designed to meet applicable environmental standards and DEQ has entered its Record of Decision with regard thereto. The Agency has acquired Parcel 2 from SPTC subject to the obligation and agreement of SPTC to remediate the hazardous waste conditions located thereon. Except as hereinafter provided, the Agency shall be responsible for monitoring the activities of SPTC under the Consent Agreement and Record of Decision, and thereafter as SPTC performs remediation activities on Parcel 2 to ensure that Parcel 2 is brought into compliance with applicable environmental standards. After conveyance of Parcel 2 to the County, the Agency shall continue to monitor the activities of SPTC under the Consent Agreement between the Agency and SPTC (the "Consent Agreement") and the Record of Decision, until such time as the County shall notify the Agency that the County will assume such responsibilities.

The parties have mutually agreed to construct improvements on Parcel 2 only in such locations and to such an extent as will not unreasonably interfere with the remediation by SPTC of the environmental conditions or threaten additional or more widespread environmental hazards. The parties acknowledge that they will commence and complete all such improvements at the earliest possible time consistent with the conditions of Parcel 2, sound construction practices and the availability of financing. The parties further agree to be subject to and comply with all of the conditions of the Consent Agreement and any conditions of environmental remediation regulatory agencies relating to the remediation of the hazardous waste conditions on Parcel 2.

ARTICLE 5: USE

Section 5.01: Use of the Site

Each of the County, the Park District and the Service District agrees for themselves, their successors and assigns, and their respective successors in interest in and to the Site or any part thereof, that during construction and thereafter, such parties and their successors and assignees will devote the Site to purposes related primarily to recreational and related uses and for the maintenance of drainage and flood control facilities, all in accordance with the Plans, for a thirty (30)-year period commencing the date of the respective conveyances of each of the Parcels to the respective parties.

Such parties, their successors and assigns, further agree to operate and maintain all of the their respective projects provided for in this Agreement in accordance with all applicable legal requirements related to such Projects for such period.

Section 5.02: Discrimination

Such parties covenant by and for themselves and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall such parties themselves or any person claiming under or through them, establish or permit any such practices. This continuing covenant shall run with the land.

Section 5.03: The Effects of Covenants

The covenants established under this Agreement and the deeds shall, without regard to technical classification and designation, be binding on and for the benefit of the Agency and its successors and assigns, and any successor in interest to the Site or any part thereof.

ARTICLE 6: REMEDIES ON DEFAULT

Section 6.01: Default/General

In the event of any default under or breach of any of the terms or conditions of this Agreement by any party hereto or by any successor or assign of or successor in interest to such party, the same shall, upon written notice from any other party, remedy or cure such default or breach within sixty (60) days after receipt of such notice. If the breach or default cannot reasonably be cured within such sixty (60)-day period, then the breaching party shall institute and diligently pursue to completion actions reasonably calculated to cure the breach or default in the [illegible]

Section 6.02: Applicable Law

The laws of the State of Oregon shall govern the interpretation and enforcement of this Agreement.

Section 6.03: Delays Beyond Control of Parties for the Purposes of this Agreement

No party to this Agreement, nor any successors in interest of any of them, shall be considered in breach or in default under their obligations to begin and to complete construction of the improvements, or to progress in respect thereto, as a result of enforced delay in the performance of such obligations due to unforeseeable causes beyond that party's control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the government (except those party hereto), acts of any other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delay of contractors or subcontractors due to such causes; it being the purpose and intent of this provision that in the event of any such enforced delay, the time or time for performance of the obligations of parties with respect to construction of and improvements, as the case may

be, shall be extended for the period of the enforced delay; provided that the party seeking the benefit of this provision shall, within ten (10) days from the beginning of any such enforced delay, have first notified the other party thereto in writing of the cause or causes thereof and request an extension for the period of the enforced delay.

ARTICLE 7: GENERAL PROVISIONS

Section 7.01: Attorneys Fees

In the event any action is brought to enforce, modify, or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in connection with such action or on appeal.

Section 7.02: Notice, Demands and Communications Between the Parties

Formal notices, demands and communications between the parties to this Agreement shall be sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested to the principal office of the other party or parties as designated herein. Such written notices, demands, and communication may be set in the same manner to such other addresses and to such other persons and entities as either party may from time to time designate by mail as provided in this section. Notices should be sent to the following addresses unless otherwise notified in writing by the parties.

Clackamas County Development Agency
902 Abernethy Road
Oregon City, Oregon 97045

Clackamas County Service District No. 1
16770 SE 82nd Drive, Suite 200
Clackamas, OR 97015

North Clackamas Park
and Recreation District
11022 SE 37th
Milwaukie, OR 97222

Clackamas County
906 Main Street
Oregon City, OR 97045

Section 7.03: Nonliability of Officials and Employees

No member, official or employee of any of the parties shall be personally liable to another party or any successor in interest thereto, in the event of any default or breach

hereunder, or for any amount which may become due, or any other obligation under the terms of this Agreement (except by reason of willful or wanton misconduct or malfeasance in office).

Section 7.04: Merger

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and no such deed shall be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 7.05: Headings

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.06: Time of Essence

Time is of the essence of this Agreement. All obligations of the parties to each other shall be due at the time specified by this Agreement, as the same may be extended by mutual agreement of the parties in writing.

Section 7.07: Calculation of Time

All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon except that if the last day of any period falls on any Saturday, Sunday, or such holiday period, it shall be extended to include the next day which is not a Saturday, Sunday or such a holiday.

Section 7.08: Legal Purpose

The parties agree that the Site shall be used solely for legal purposes.

Section 7.09: Entire Agreement; Waivers

This Agreement, together with the documents expressly identified herein, integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or their respective predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the parties and all amendments hereto must be in writing and signed by the appropriate authorities by the parties.

Section 7.10: Indemnity

Each of the parties to this Agreement shall indemnify and hold harmless the others and at the election of the other party (indemnitee) defend, with legal counsel acceptable to indemnitee from and against any and all claims, losses, damages, fines, charges, actions or other liabilities of any description arising out of or in any way connected with the party's possession or use of the Site, a party's conduct with respect to the Site and is not caused or contributed to by the indemnitee.

ARTICLE 8: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

ARTICLE 9: STATUTORY DISCLAIMER

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 Agreement as of the date above written.

CLACKAMAS COUNTY DEVELOPMENT AGENCY

By: Judie Hammerstad
Chair

Approved by
District Advisory Board

By: Donald L Foote

NORTH CLACKAMAS PARK AND RECREATION DISTRICT

By: Judie Hammerstad
Chair

CLACKAMAS COUNTY

By: Judie Hammerstad
Chair

CLACKAMAS COUNTY SERVICE DISTRICT #1

By: Judie Hammerstad
Chair

LIST OF EXHIBITS

Exhibit A ..... Site and Parcel Map

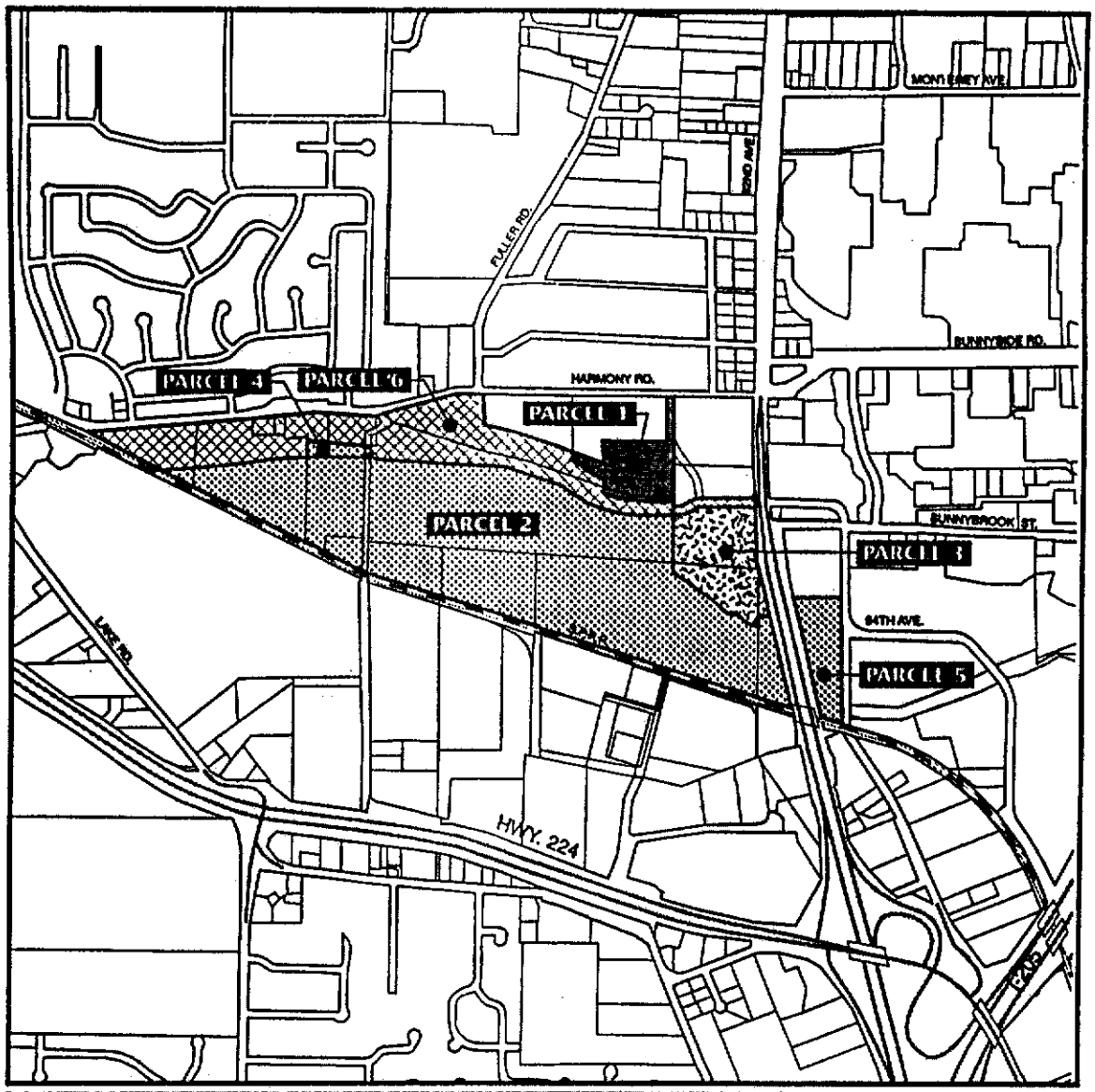
Exhibit B ..... Property and Parcel Description

Exhibit C ..... Site Plan

Exhibit D ..... Intergovernmental Agreement - County and Service District

Exhibit E ..... Intergovernmental Agreement - County and Park District

Exhibit F ..... Agreement for Transportation Corridor Planning



Site and Parcel Map

1 NORTH CLACK. PARKS & REC. DIST.
2 COUNTY
3 COUNTY
4 COUNTY/C.C. DEVELOPMENT AGENCY
5 COUNTY
6 DEVELOPMENT AGENCY

EXHIBIT A

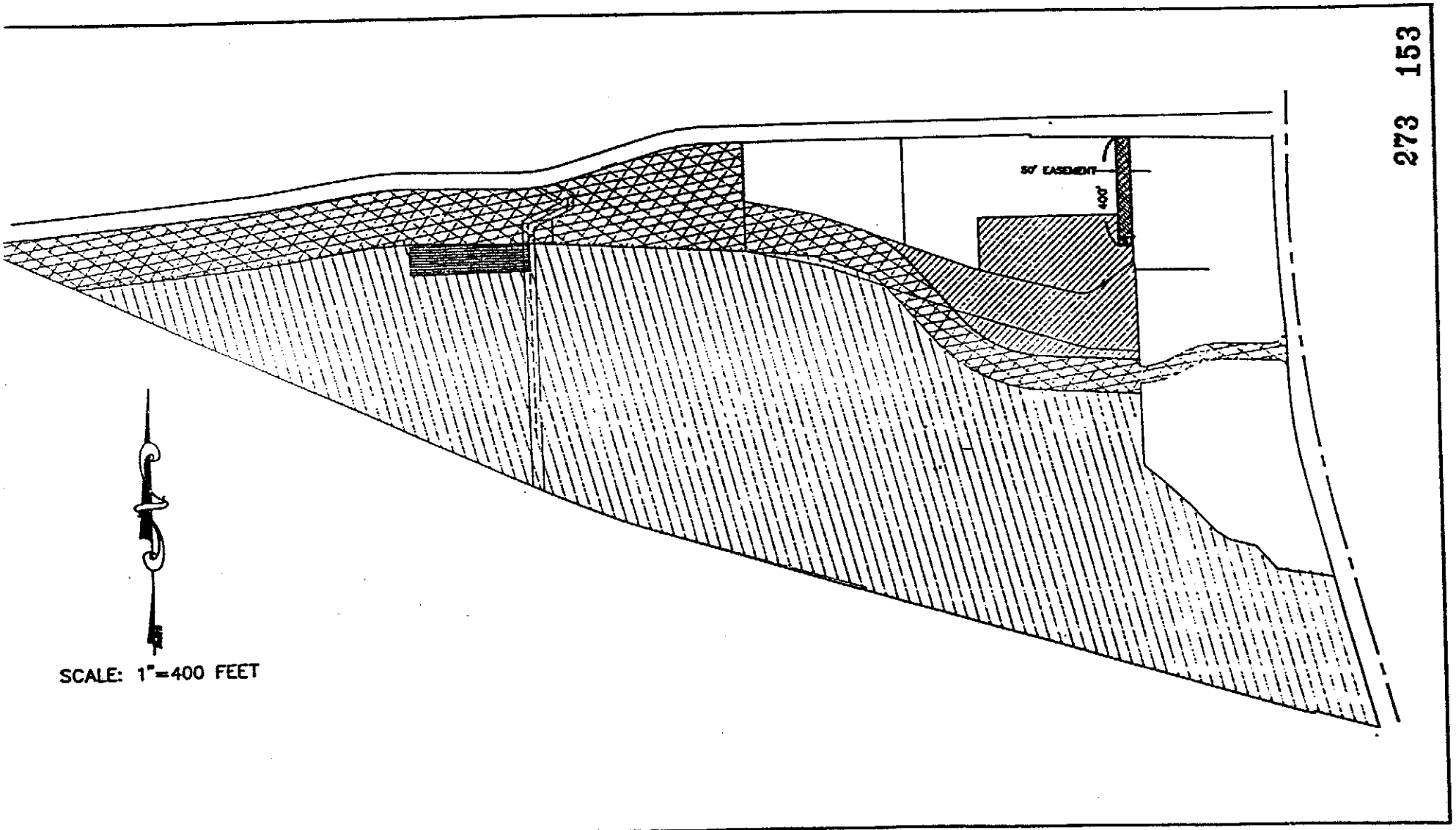

50' EASEMENT
400'
SCALE: 1"=400 FEET

EXHIBIT "B"

A parcel of land, a portion of which is located within the plat of "Morningside" (Plat #86), Plat Records of Clackamas County, and a portion lying within the A.P. Smith D.L.C. No. 63, being in the North 1/2 of Section 5, and also a portion lying within the Northwest 1/4 of Section 4, all being in Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, as shown on the attachment to this EXHIBIT "B" and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with a yellow plastic cap marked "W&H PACIFIC" on the southerly right-of-way line of S.E. Harmony Road at the most westerly corner of that certain tract of land delineated on P.S. #24645, Clackamas County Survey Records;

THENCE South 65 degrees 03' 56" East, along the Southwesterly line of said tract of land delineated on P.S. #24645, 391.16 feet, to the True Point of Beginning;

THENCE North 84 degrees 11' 03" East, 629.80 feet, to a point;

THENCE North 82 degrees 26' 02" East, 154.03 feet, to a point;

THENCE North 80 degrees 41' 02" East, 262.89 feet, to a point;

THENCE North 86 degrees 10' 06" East, 145.00 feet, to a point;

THENCE South 01 degrees 00' 00" East, 110.00 feet, to a point;

THENCE North 89 degrees 28' 24" East, 433.37 feet, to a point;

THENCE North 01 degrees 00' 00" West, 99.14 feet, to a point;

THENCE South 87 degrees 01' 09" East, 780.65 feet, to a point;

THENCE South 85 degrees 12' 39" East, 249.31 feet, to a point;

THENCE South 70 degrees 42' 37" East, 221.61 feet, to a point of curvature;

THENCE along the arc of a non-tangent 345.00 foot radius curve to the right, through a central angle of 09 degrees 43' 45", for an arc distance of 58.58 feet (the long chord of which bears South 46 degrees 49' 46" East, 58.51 feet), to a point of tangency;

THENCE South 41 degrees 57' 54" East, 259.61 feet, to a point of curvature;

THENCE along the arc of a 570.00 foot radius curve to the left, through a central angle of 45 degrees 26' 19", for an arc distance of 452.04 feet, to a point of tangency;

THENCE South 87 degrees 24' 13" East, 344.85 feet, to a point on the easterly line of that certain tract of land delineated on said P.S. #24645, said point also being in the west line of that certain tract of land conveyed to the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, by the deed recorded in Vol. 502, Page 603, Deed Records of Clackamas County;

THENCE South 01 degrees 27' 27" East, along said easterly line of the tract of land delineated on P.S. #24645, also being the westerly line of said STATE OF OREGON tract conveyed by the deed recorded in Vol. 502, Page 603 and also the westerly line of that certain tract conveyed to the STATE OF OREGON, by and through its Department of Transportation, by the deed recorded under Fee #84-01189, Deed Records of Clackamas County, 261.91 feet, to a 5/8 inch iron rod;

THENCE continuing along said easterly line of the tract of land delineated on said P.S. #24645, also being the westerly and southwesterly line of said STATE OF OREGON tract conveyed by the deed recorded under Fee #84-01189, South 50 degrees 48' 27" East, 84.61 feet, to a 5/8 inch iron rod;

THENCE continuing along said easterly line of the tract of land delineated on said P.S. #24645, also being the westerly and southwesterly line of said STATE OF OREGON tract conveyed by the deed recorded under Fee #84-01189, South 46 degrees 49' 31" East, 152.11 feet, to a 5/8 inch iron rod;

THENCE continuing along said easterly line of the tract of land delineated on said P.S. #24645, also being the westerly and southwesterly line of said STATE OF OREGON tract conveyed by the deed recorded under Fee #84-01189, South 43 degrees 59' 46" East, 116.11 feet, to 5/8 inch iron rod;

THENCE continuing along said easterly line of the tract of land delineated on said P.S. #24645, also being the westerly and southwesterly line of said STATE OF OREGON tract conveyed by the deed recorded under Fee #84-01189, South 56 degrees 25' 58" East, 61.38 feet, to 5/8 inch iron rod;

THENCE continuing along said easterly line of the tract of land delineated on said P.S. #24645, also being the westerly and southwesterly line of said STATE OF OREGON tract conveyed by the deed recorded under Fee #84-01189, South 76 degrees 05' 27" East, 95.11 feet, to 5/8 inch iron rod;

THENCE continuing along said easterly line of the tract of land delineated on said P.S. #24645, also being the westerly and southwesterly line of said STATE OF OREGON tract conveyed by the deed recorded under Fee #84-01189, South 41 degrees 35' 01" East, 110.56 feet, to 5/8 inch iron rod;

THENCE continuing along said easterly line of the tract of land delineated on said P.S. #24645, also being the westerly and southwesterly line of said STATE OF OREGON tract conveyed by the deed recorded under Fee #84-01189, South 81 degrees 37' 07" East, 201.05 feet, to the westerly right-of-way line of S.E. 82nd Avenue as per said P.S. #24645;

THENCE continuing along said easterly line of the tract of land delineated on said P.S. #24645, also being the westerly right-of-way line of S.E. 82nd Avenue, along the arc of a spiral curve as shown on said P.S. #24645, the chord of which bears South 14 degrees 15' 27" East, 174.25 feet, to a 5/8 inch iron rod at a point of tangency;

THENCE continuing along said easterly line of the tract of land delineated on said P.S. #24645, also being the westerly right-of-way line of S.E. 82nd Avenue, South 14 degrees 55' 28" East, 389.45 feet, to the northerly right-of-way line of the Southern Pacific Railroad, as per said P.S. #24645;

THENCE along the northerly right-of-way line of said Southern Pacific Railroad as per said P.S. #24645, North 74 degrees 03' 36" West, 232.72 feet, to a 5/8 inch iron rod;

THENCE continuing along the northerly right-of-way line of said Southern Pacific Railroad as per said P.S. #24645, South 01 degrees 25' 57" East, 10.48 feet, to a point;

THENCE continuing along the northerly right-of-way line of said Southern Pacific Railroad as per said P.S. #24645, North 74 degrees 03' 36" West, 1676.63 feet, to a 5/8 inch iron rod;

THENCE continuing along the northerly right-of-way line of said Southern Pacific Railroad as per said P.S. #24645, North 00 degrees 27' 02" West, 10.42 feet, to a 3/4 inch iron pipe;

THENCE continuing along the northerly right-of-way line of said Southern Pacific Railroad as per said P.S. #24645, North 74 degrees 03' 36" West, 745.48 feet, to a 5/8 inch iron rod at a point of curvature;

THENCE continuing along the northerly right-of-way line of said Southern Pacific Railroad as per said P.S. #24645, along the arc of a 2834.93 foot radius curve to the right, through a central angle of 08 degrees 59' 40", for an arc distance of 445.04 feet, to a 5/8 inch iron rod at a point of tangency;

THENCE continuing along the northerly right-of-way line of said Southern Pacific Railroad as per said P.S. #24645, North 65 degrees 03' 56" West, 1837.76 feet, to the True Point of Beginning.

Containing 77.04 acres, more or less.

Bearings are based on P.S. #24645, Clackamas County Survey Records.

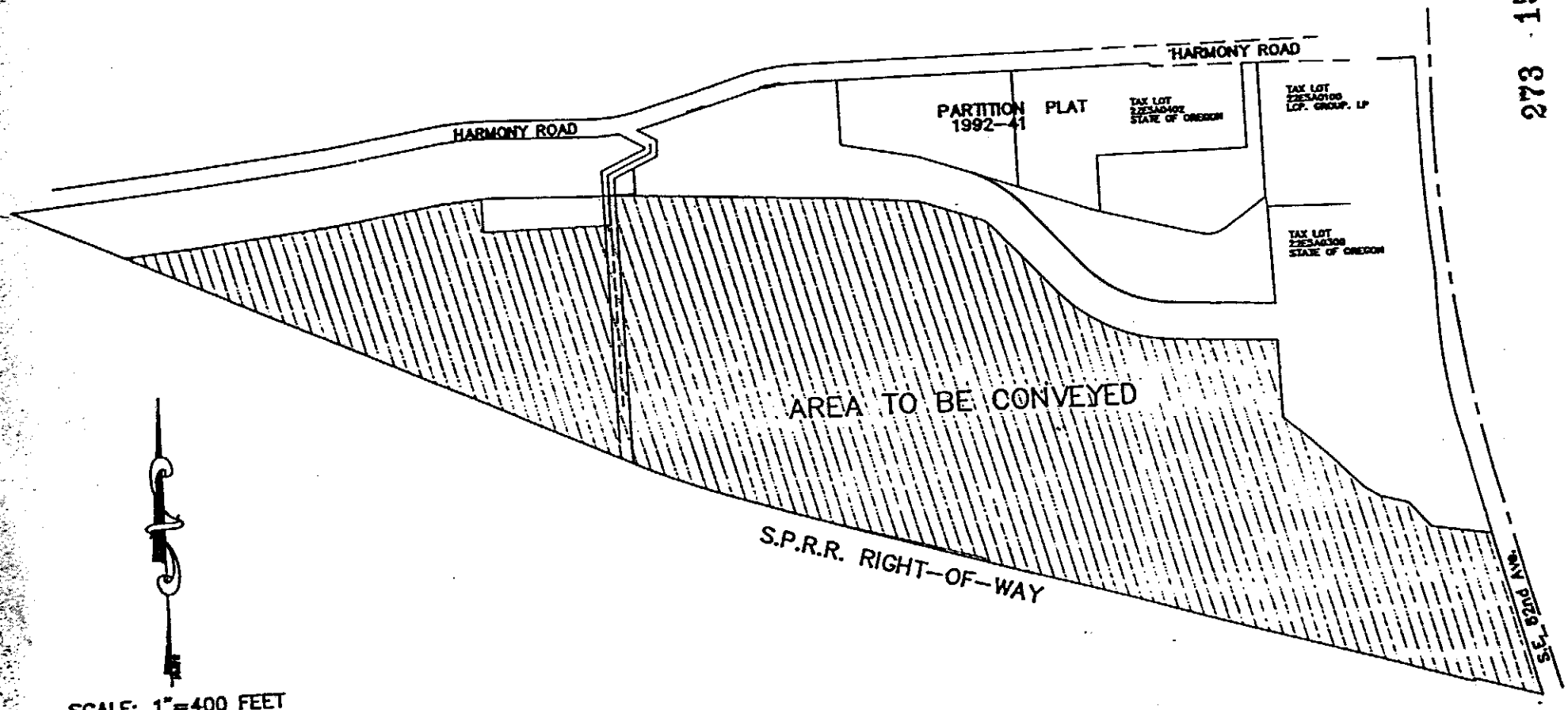

HARMONY ROAD
HARMONY ROAD
PARTITION PLAT
1992-41
TAX LOT
22E3A0102
STATE OF OREGON
TAX LOT
22E3A0100
LCP. GROUP, LP
TAX LOT
22E3A0300
STATE OF OREGON
AREA TO BE CONVEYED
S.P.R.R. RIGHT-OF-WAY
S.E. 82nd Ave.
SCALE: 1"=400 FEET

EXHIBIT "B"

A parcel of land in the Northwest 1/4 of Section 5, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, as shown on the attachment to this EXHIBIT "B" and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with a yellow plastic cap marked "W&H PACIFIC" on the southerly right-of-way line of S.E. Harmony Road at the most westerly corner of that certain tract of land delineated on P.S. #24645, Clackamas County Survey Records;

THENCE South 65 degrees 03' 56" East, along the Southwesterly line of said tract of land delineated on P.S. #24645, 291.16 feet, to a point;

THENCE North 84 degrees 11' 03" East, 629.80 feet, to a point;

THENCE North 82 degrees 26' 02" East, 154.03 feet, to a point;

THENCE North 80 degrees 41' 02" East, 262.89 feet, to a point;

THENCE North 86 degrees 10' 06" East, 145.00 feet, to the True Point of Beginning;

THENCE continuing North 86 degrees 10' 06" East, 30.08 feet, to a point;

THENCE South 88 degrees 20' 50" East, 337.17 feet, to a point;

THENCE North 89 degrees 16' 45" East, 66.51 feet, to a point;

THENCE South 01 degrees 00' 00" East, 99.14 feet, to a point;

THENCE South 89 degrees 28' 24" West, 433.37 feet, to a point;

THENCE North 01 degrees 00' 00" West, 110.00 feet, to the True Point of Beginning.

Containing 1.04 acres, more or less.

Bearings are based on P.S. #24645, Clackamas County Survey Records.

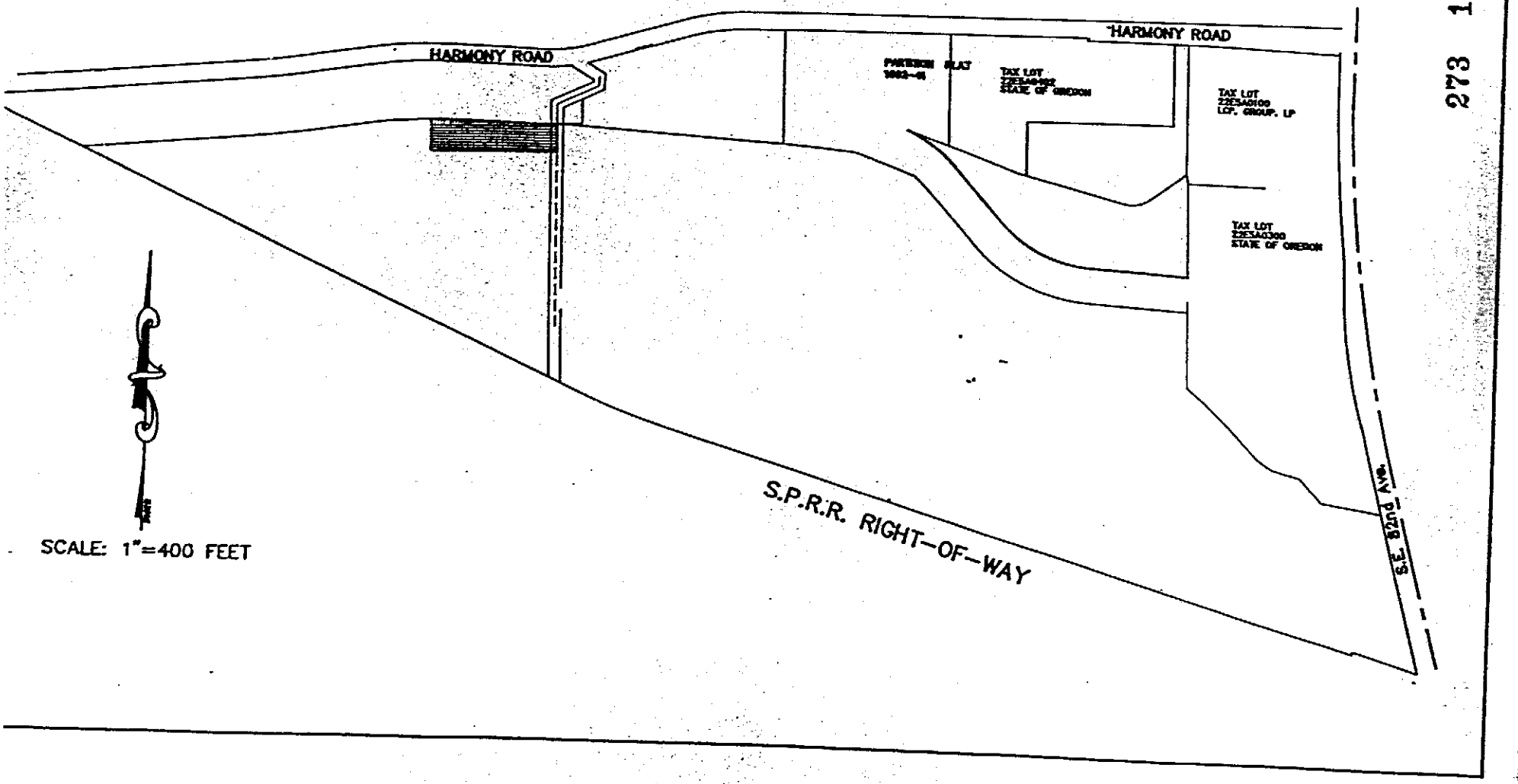

HARMONY ROAD
HARMONY ROAD
TAX LOT
22E3A0100
LCP, GROUP, LP
TAX LOT
22E3A0300
STATE OF OREGON
S.E. 82nd Ave.
S.P.R.R. RIGHT-OF-WAY
SCALE: 1"=400 FEET

EXHIBIT "B"

A parcel of land, a portion of which is located within the plat of "Morningside", Plat No. 86, Clackamas County Plat Records, and a portion lying within the A.P. Smith D.L.C. No. 63, in the Northeast 1/4 of Section 5, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, as shown on the attachment to this EXHIBIT "B" and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod at the northeast corner of Parcel 3 of Partition Plat No. 1992-41, Clackamas County Survey Records, said beginning point also being on the southerly right-of-way line of S.E. Harmony Road;

THENCE South 00 degrees 48' 04" East, along the east line of said parcel 3, 452.88 feet to a 2 inch iron pipe at the most easterly southeast corner of said Parcel 3;

THENCE South 10 degrees 33' 39" East, 33.65 feet to a 5/8 inch iron rod shown as being set on PS #17579, Clackamas County Survey Records, for the northwest corner of that certain tract conveyed to the STATE OF OREGON, STATE HIGHWAY COMMISSION, by the deed recorded in Vol. 502, Page 603, Deed Records of Clackamas County;

THENCE South 01 degree 25' 57" East, along the west line of said STATE OF OREGON tract, 325.62 feet to a point;

THENCE North 87 degrees 24' 13" West, 336.03 feet to a point of curvature;

THENCE along the arc of a 445.00 foot radius curve to the right, through a central angle of 45 degrees 26' 19", for an arc distance of 352.91 feet;

THENCE North 41 degrees 57' 54" West, 259.61 feet to a point of curvature;

THENCE along the arc of a 470.00 foot radius curve to the left, through a central angle of 24 degrees 36' 00", for an arc distance of 201.79 feet to a point on the southerly line of Parcel 1 of said Partition Plat No. 1992-41;

THENCE South 70 degrees 44' 00" East, along the southerly line of said Parcel 1 and also along the most westerly south line of Parcel 2 of said Partition Plat No. 1992-41;, 406.98 feet to a 3/4 inch iron pipe at an angle point in the most westerly south line of said Parcel 2;

THENCE South 75 degrees 46' 26" East, continuing along the most westerly south line of said Parcel 2, 30.33 feet to a 5/8 inch iron rod at the most southerly southwest corner of Parcel 3 of said Partition Plat No. 1992-41;

THENCE North 00 degrees 48' 04" West, along the most westerly line of said Parcel 3, 188.05 feet to a 5/8 inch iron rod at the most westerly northwest corner of said Parcel 3;

THENCE North 89 degrees 11' 56" East, along the most westerly north line of said Parcel 3, 505.00 feet to a 5/8 inch iron rod at the most easterly southeast corner of Parcel 2 of said Partition Plat No. 1992-41;

THENCE North 00 degrees 48' 04" West, along the most northerly west line of said Parcel 3, 285.82 feet to a 5/8 inch iron rod on the south right-of-way line of S.E. Harmony Road and also being at the most northerly northwest corner of said Parcel 3;

THENCE North 89 degrees 52' 58" East, along the south right-of-way line of S.E. Harmony Road, 50.00 feet to the Point of Beginning.

Containing 7.74 acres, more or less.
Bearings are based on Partition Plat No. 1992-41, Clackamas County Survey Records.

Reserving unto Clackamas County Development Agency and their successors and assigns, a 50.00 foot transportation easement for pedestrian, bicycle, light rail, roadway and utility purposes over, under and across the easterly 50.00 feet of the northerly 400 feet of the above described tract.

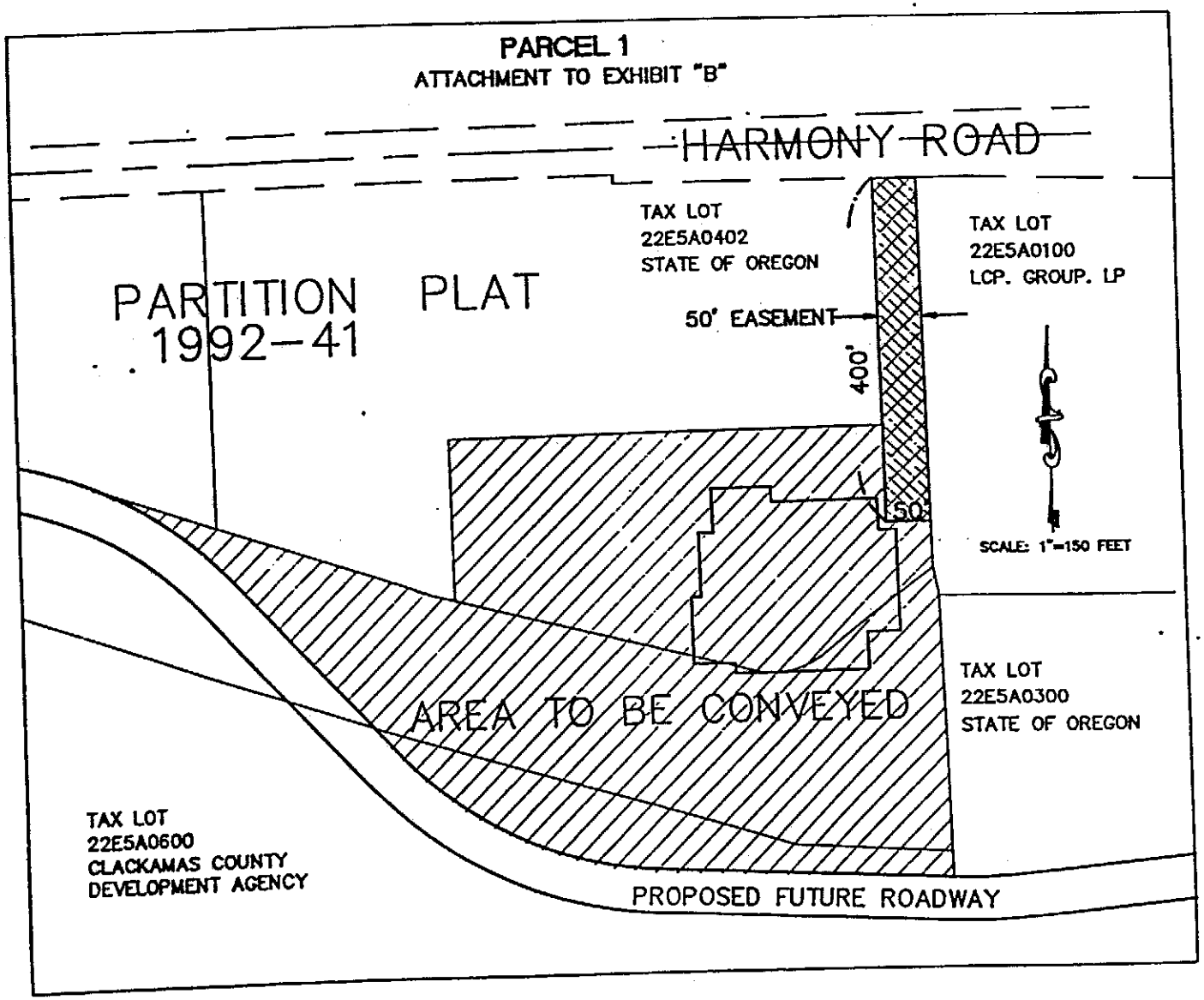

PARCEL 1
ATTACHMENT TO EXHIBIT "B"
HARMONY ROAD
PARTITION PLAT
1992-41
TAX LOT
22E5A0402
STATE OF OREGON
TAX LOT
22E5A0100
LCP. GROUP. LP
50' EASEMENT
400'
50'
SCALE: 1"=150 FEET
AREA TO BE CONVEYED
TAX LOT
22E5A0300
STATE OF OREGON
TAX LOT
22E5A0600
CLACKAMAS COUNTY
DEVELOPMENT AGENCY
PROPOSED FUTURE ROADWAY

EXHIBIT "B"

A parcel of land, a portion of which is located within the plat of "Morningside" (Plat #86), Plat Records of Clackamas County, and a portion lying within the A.P. Smith D.L.C. No. 63, all being in the North 1/2 of Section 5, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, as shown on the attachment to this EXHIBIT "B" and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with a yellow plastic cap marked "W&H PACIFIC" on the southerly right-of-way line of S.E. Harmony Road at the most westerly corner of that certain tract of land delineated on P.S. #24645, Clackamas County Survey Records;

THENCE along the southerly right-of-way line of S.E. Harmony Road, North 84 degrees 11' 03" East, 965.93 feet, to a 5/8 inch iron rod at a point of curvature as per P.S. #23425, Clackamas County Survey Records;

THENCE continuing along the southerly right-of-way line of S.E. Harmony Road, along the arc of a 2321.77 foot radius curve to the left, through a central angle of 03 degrees 30' 01", for an arc distance of 141.84 feet, to 5/8 inch iron rod at a point of tangency;

THENCE continuing along the southerly right-of-way line of S.E. Harmony Road, North 80 degrees 41' 02" East, 262.84 feet, to 5/8 inch iron rod at a point of curvature;

THENCE continuing along the southerly right-of-way line of S.E. Harmony Road, along the arc of a 1115.90 foot radius curve to the right, through a central angle of 10 degrees 58' 15", for an arc distance of 213.67 feet, to 5/8 inch iron rod at a point of tangency;

THENCE continuing along the southerly right-of-way line of S.E. Harmony Road, South 88 degrees 20' 43" East, 337.13 feet, to 5/8 inch iron rod at a point of curvature;

THENCE continuing along the southerly right-of-way line of S.E. Harmony Road, along the arc of a 602.95 foot radius curve to the left, through a central angle of 18 degrees 57' 20", for an arc distance of 199.48 feet, to 5/8 inch iron rod at a point of tangency;

THENCE continuing along the southerly right-of-way line of S.E. Harmony Road, North 72 degrees 41' 58" East, 332.02 feet, to 5/8 inch iron rod at a point of curvature;

THENCE continuing along the southerly right-of-way line of S.E. Harmony Road, along the arc of a 686.17 foot radius curve to the right, through a central angle of 16 degrees 24' 02", for an arc distance of 196.41 feet, to 5/8 inch iron rod at a point of tangency;

THENCE continuing along the southerly right-of-way line of S.E. Harmony Road, North 89 degrees 05' 59" East, 127.55 feet, to a brass screw with washer at the northwest corner of Parcel 1 of Partition Plat No.1992-41, Clackamas County Survey Records;

THENCE South 00 degrees 53' 04" East, along the west line of said Parcel 1, 218.08 feet, to a 3/4 inch iron pipe at the southwest corner thereof;

THENCE South 78 degrees 41' 43" East, along the south line of said Parcel 1, 256.15 feet, to a 5/8 inch iron rod at an angle point in the south line of said Parcel 1;

THENCE continuing along the south line of said Parcel 1, South 70 degrees 44' 00" East, 192.83 feet, to a point of curvature;

THENCE along the arc of a non-tangent 470.00 foot radius curve to the right, through a central angle of 24 degrees 36' 00", for an arc distance of 201.79 feet (the long chord of which bears South 54 degrees 15' 54" East, 200.25 feet), to a point of tangency;

THENCE South 41 degrees 57' 54" East, 259.61 feet, to a point of curvature;

THENCE along the arc of a 445.00 foot radius curve to the left, through a central angle of 45 degrees 26' 19", for an arc distance of 352.91 feet, to a point of tangency;

THENCE South 87 degrees 24' 13" East, 336.03 feet, to a point on the west line of that certain tract conveyed to the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, by the deed recorded in Vol. 502, Page 603, Deed Records of Clackamas County;

THENCE South 01 degrees 25' 57" East, along the west line of said State of Oregon tract, 26.74 feet, to a 5/8 inch iron rod set on the northerly line of a 60.00 foot strip of land as shown on the P.S. #20898, Clackamas County Survey Records;

THENCE along the northerly line of said 60.00 foot strip, along the arc of a non-tangent 270.00 foot radius curve to the left, through a central angle of 29 degrees 49' 03", for an arc distance of 140.51 feet (the long chord of which bears North 73 degrees 56' 04" East, 138.93 feet), to a 5/8 inch iron rod at a point of reverse curvature;

THENCE continuing along the northerly line of said 60.00 foot strip, along the arc of a 330.00 foot radius curve to the right, through a central angle of 32 degrees 37' 05", for an arc distance of 187.87 feet, to a 5/8 inch iron rod at a point of tangency;

THENCE continuing along the northerly line of said 60.00 foot strip, South 88 degrees 21' 22" East, 156.06 feet, to a 5/8 inch iron rod at a point of curvature;

THENCE continuing along the northerly line of said 60.00 foot strip, along the arc of a 60.00 foot radius curve to the left, through a central angle of 97 degrees 36' 59", for an arc distance of 102.22 feet, to a 5/8 inch iron rod on the westerly right-of-way line of 82nd Ave. as per said P.S. #20898;

THENCE along said westerly right-of-way line of 82nd Ave., along the arc of a non-tangent 5779.58 foot radius curve to the left, through a central angle of 00 degrees 23' 32", for an arc distance of 39.58 feet (the long chord of which bears South 06 degrees 10' 07" East, 39.58 feet), to a 5/8 inch iron rod at a point of tangency;

THENCE continuing along said westerly right-of-way line of 82nd Ave., South 01 degrees 19' 18" East, 107.19 feet, to a 5/8 inch iron rod at a point of curvature;

THENCE continuing along said westerly right-of-way line of 82nd Ave., along the arc of a 1939.90 foot radius curve to the left, through a central angle of 00 degrees 25' 59", for an arc distance of 14.66 feet, to a 5/8 inch iron rod;

THENCE leaving said westerly right-of-way line of 82nd Ave., and following the southerly line of said 60.00 foot strip of land as shown on said P.S. #20898, along the arc of a non-tangent 35.00 foot radius curve to the left, through a central angle of 86 degrees 36' 05", for an arc distance of 52.90 feet (the long chord of which bears North 45 degrees 03' 20" West, 48.01 feet), to a 5/8 inch iron rod at a point of tangency;

THENCE continuing along the southerly line of said 60.00 foot strip, North 88 degrees 21' 22" West, 192.33 feet, to a 5/8 inch iron rod at a point of curvature;

THENCE continuing along the southerly line of said 60.00 foot strip, along the arc of a 270.00 foot radius curve to the left, through a central angle of 32 degrees 37' 05", for an arc distance of 153.71 feet, to a 5/8 inch iron rod at a point of reverse curvature;

THENCE continuing along the southerly line of said 60.00 foot strip, along the arc of a 330.00 foot radius curve to the right, through a central angle of 29 degrees 46' 02", for an arc distance of 171.45 feet, to a 5/8 inch iron rod at the southwest corner of said 60.00 foot strip and also being at a point in the west line of said tract conveyed to the State of Oregon by the deed recorded in Book 502, Page 603;

THENCE South 01 degree 27' 27" East, along the west line of said State of Oregon tract, 38.58 feet, to a point;

THENCE North 87 degrees 24' 13" West, 344.85 feet, to a point of curvature;

THENCE along the arc of a 570.00 foot radius curve to the right, through a central angle of 45 degrees 26' 19", for an arc distance of 452.04 feet, to a point of tangency;

THENCE North 41 degrees 57' 54" West, 259.61 feet, to a point of curvature;

THENCE along the arc of 345.00 foot radius curve to the left, through a central angle of 09 degrees 43' 45", for an arc distance of 58.58 feet, to a point;

THENCE North 70 degrees 42' 37" West, 221.61 feet, to a point;

THENCE North 85 degrees 12' 39" West, 249.31 feet, to a point;

THENCE North 87 degrees 01' 09" West, 780.65 feet, to a point;

THENCE South 89 degrees 16' 45" West, 66.51 feet, to a point;

THENCE North 88 degrees 20' 50" West, 337.17 feet, to a point;

THENCE South 86 degrees 10' 06" West, 175.08 feet, to a point;

THENCE South 80 degrees 41' 02" West, 262.89 feet, to a point;

THENCE South 82 degrees 26' 02" West, 154.03 feet, to a point;

THENCE South 84 degrees 11' 03" West, 629.80 feet, to a point on the southwesterly line of that certain tract of land delineated on P.S. #24645, Clackamas County Survey Records;

THENCE North 65 degrees 03' 56" West, along the Southwesterly line of said tract delineated on P.S. #24645, 391.16 feet, to the Point of Beginning.;

Containing 19.58 acres, more or less.

Bearings are based on P.S. #24645, Clackamas County Survey Records.

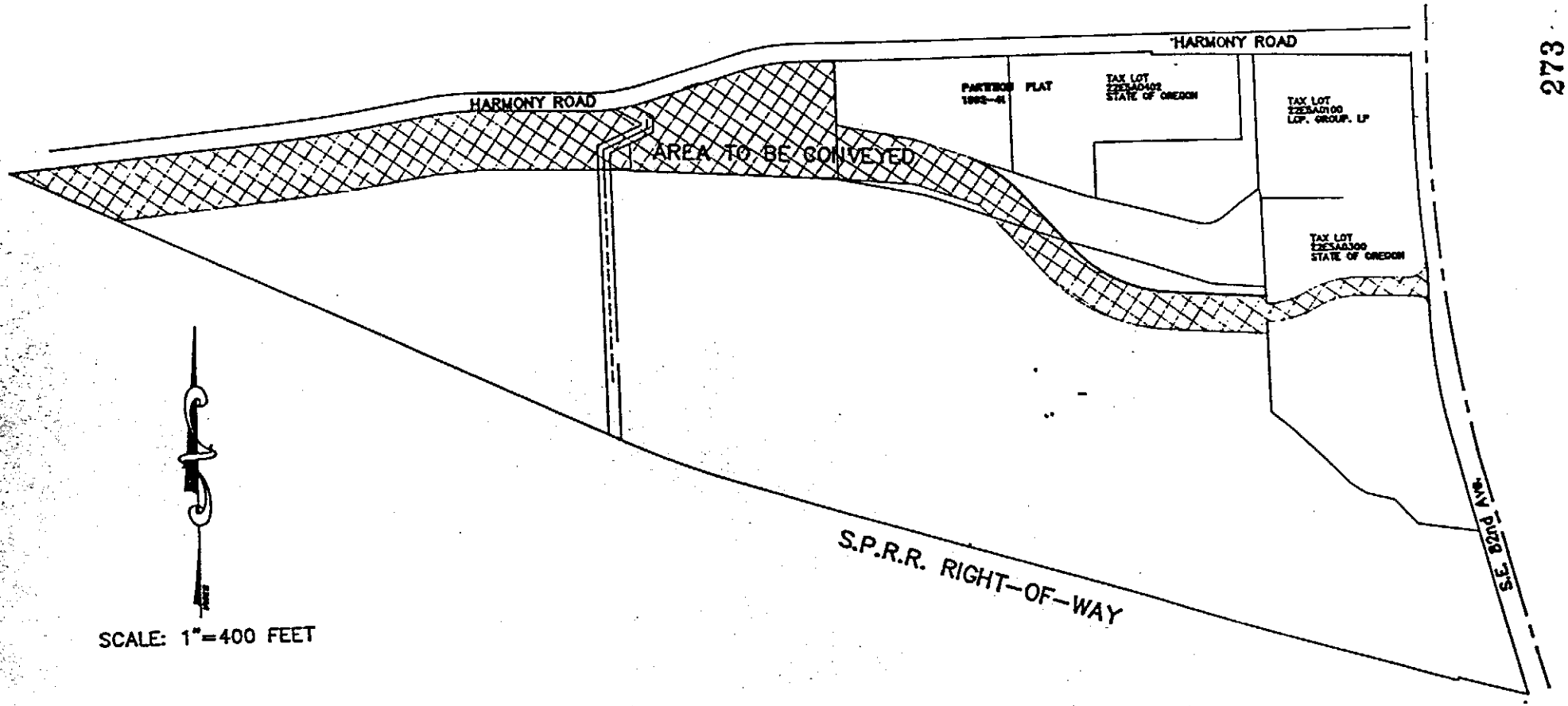
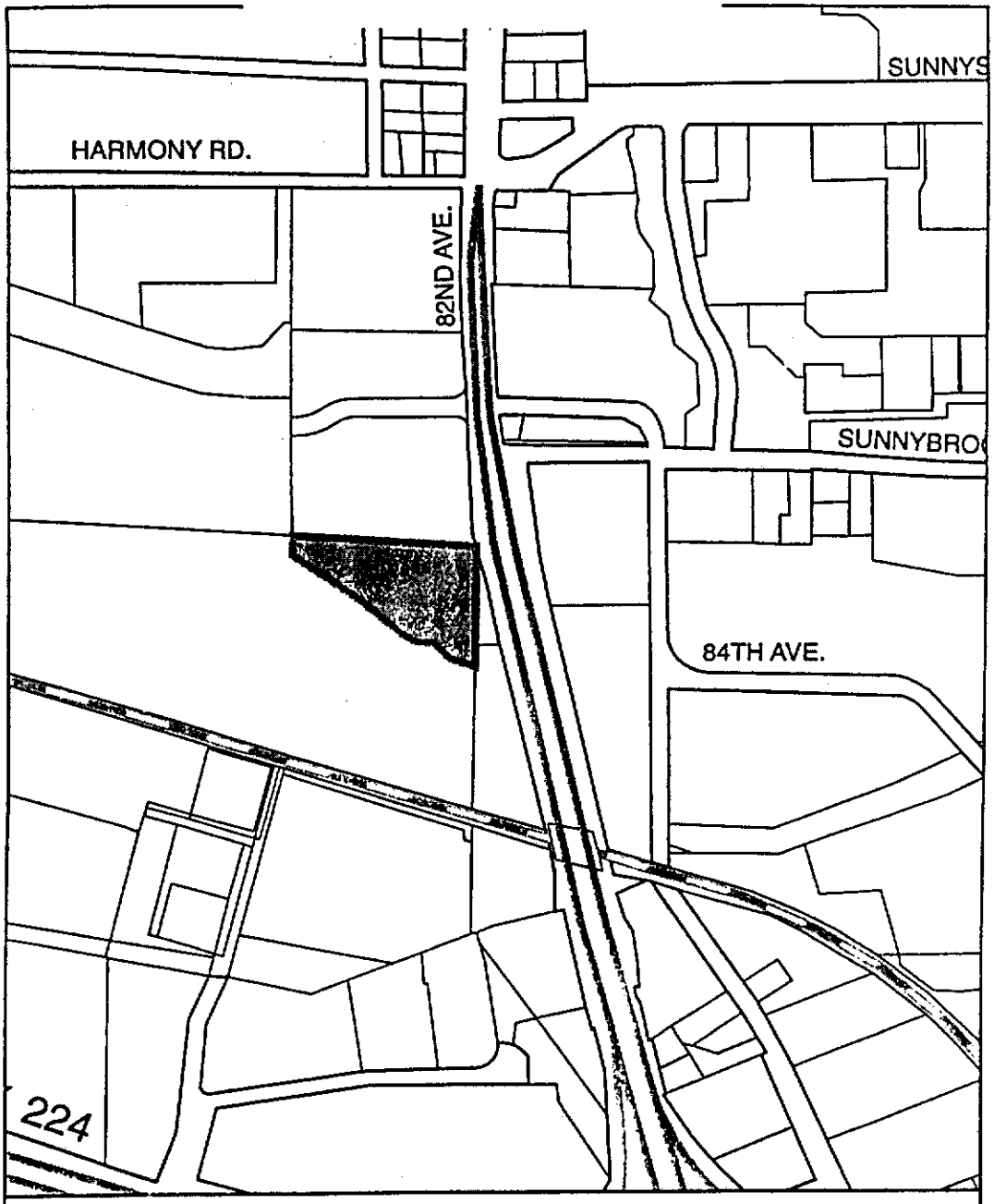

HARMONY ROAD
HARMONY ROAD
AREA TO BE CONVEYED
PARTITION PLAT
TAX LOT
STATE OF OREGON
TAX LOT
LOP. GROUP. LP
TAX LOT
STATE OF OREGON
S.P.R.R. RIGHT-OF-WAY
S.E. 82nd AVE.
SCALE: 1"=400 FEET

EXHIBIT B



T.2S. R.2E. 5AD T.L. 101

File 53729
[illegible]

EXHIBIT "A"

That certain real property situated in Clackamas County, Oregon, being a portion of the Northwest Quarter of Section 4 and the Northeast Quarter of Section 5, Township 2 South, Range 2 East of the Willamette Meridian, more particularly described as follows:

Commencing at the Northeast corner of said Section 5; thence along the common section line of said Sections 4 and 5; South 1°25' 57" East 1207.19 feet to the Southeast corner of that tract of land conveyed to the State of Oregon by deed recorded in Volume 502 at Page 603, records of said county; thence along the South line of said State of Oregon tract North 87°34'42" West 2.35 feet to a point in the Westerly right-of-way line of S.E. 82nd Avenue, said point being the True Point of Beginning of the parcel of land to be described; thence continuing along said South line North 87°34'42" West 568.96 feet to the Southwest corner of said State of Oregon tract; thence South 1°25'57" East 37.10 feet; thence South 50°53' 10" East 84.63 feet; thence South 46°47'42" East 152.18 feet; thence South 43°59'43" East 116.14 feet; thence South 56°19'37" East 61.29 feet; thence South 76°05'19" East 95.11 feet; thence South 41°40'35" East 110.56 feet; thence South 81°36'19" East 201.05 feet to a point in said Westerly right-of-way line; thence along said Westerly right-of-way line North 14°15'28" West 228.15 feet to a point on the arc of a 5799.58 foot radius curve; thence continuing along said right-of-way line from a tangent bearing of

4

North 12°55'43" West along said curve to the right, through a central angle of 0°28'31", an arc distance of 48.11 feet to a point on the arc of a 1939.90 foot radius curve; thence continuing along said right-of-way line from a tangent bearing of North 16° 23'41" West along said curve to the right, through a central angle of 4°43'02", an arc distance of 159.71 feet to the True Point of Beginning, containing an area of 3.804 acres, more or less.

Together with all of the right, title and interest of Grantor, in and to the land underlying that portion of said S.E. 82nd Avenue (also known as Cascade Highway), included within said Section 5, lying easterly of and abutting the above described 3.804 acre of land.

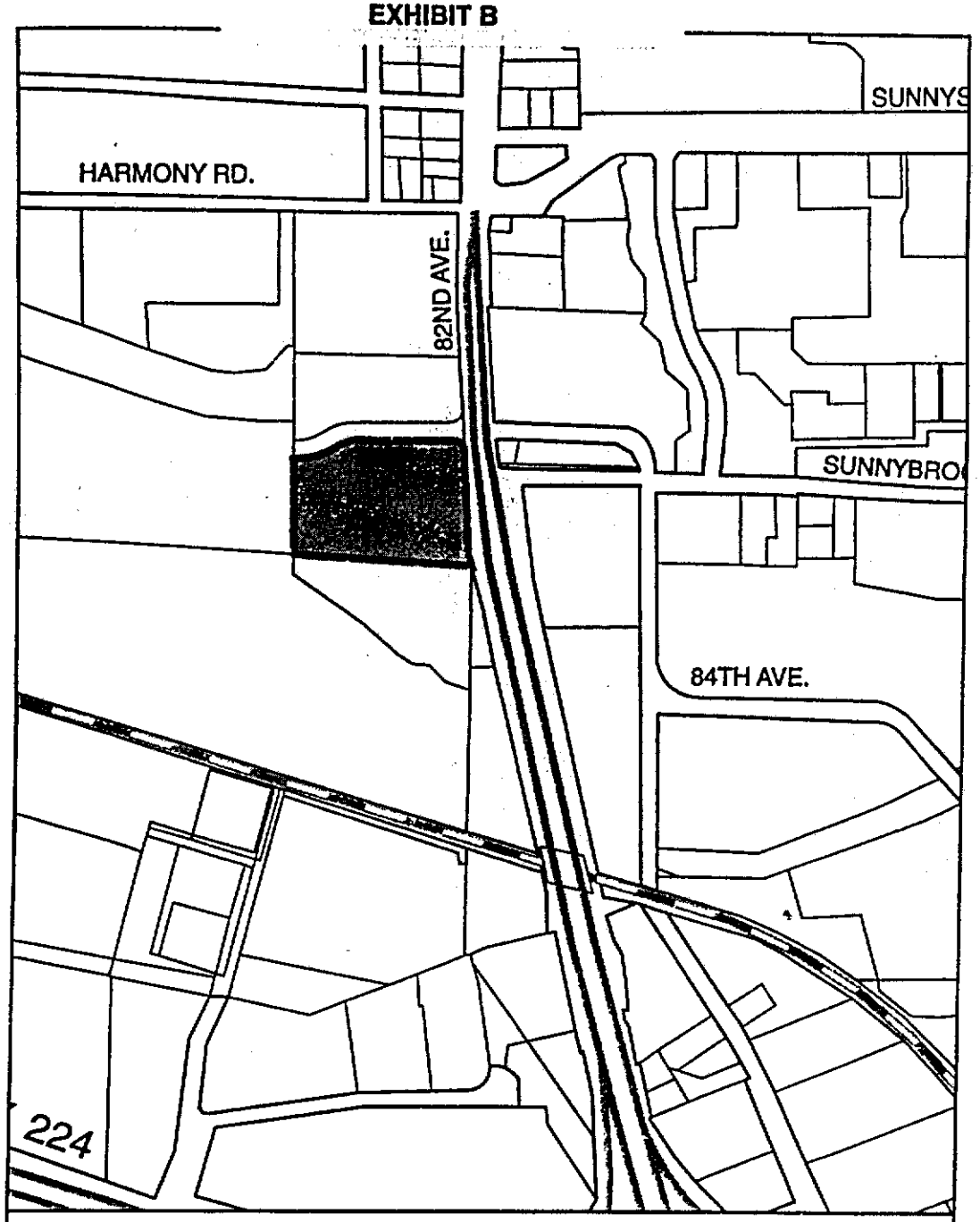
Being those portions of land described in the following two (2) deeds:

1) Deed dated July 30, 1968, from Pioneer National Title Insurance Company to Southern Pacific Company, recorded April 17, 1973, in Instrument No. 73-11431, Official Records of said County.

2) Deed dated July 30, 1968, from Pioneer National Title Insurance Company to Southern Pacific Company, recorded April 17, 1973, in Instrument No. 73-11432, Official Records of said County.

5

EXHIBIT B



T.2S. R.2E. 5A T.L. 300

File No. 21880
VOL 502 PAGE 603

WARRANTY DEED

[illegible]IS INDENTURE WITNESSETH, That the Harmony Development Company, an Oregon corporation, Grantor, for and in consideration of the sum of Ten Thousand Thirty-One and No/100 ($10,031.00) - Dollars, to it paid, receipt whereof hereby is acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, Grantee, the following described premises, to wit:

A parcel of land lying in Lots 11 and 12, Morningside, according to the duly recorded plat thereof, situated in Section 5, Township 2 South, Range 2 East, W. M., Clackamas County, Oregon. The said parcel being described as follows:

Beginning at the Southeast corner of said Lot 12 on the East line of said Section 5; thence North along the East line of said Lot 12 (the East line of Section 5) 708.84 feet to the North line of said Lot 12 and the South line of a 25 foot roadway; thence West 570 feet along the South line of said 25 foot roadway; thence South parallel to the East line of said Lot 12 a distance of 675.53 feet to the South line of said Lot 11; thence Easterly along the South lines of Lots 11 and 12 to the point of beginning. EXCEPT that part of Lot 12 conveyed to the State of Oregon, by and through its State Highway Commission, by deed recorded in Book 273, Page 536 of Clackamas County Deed Records.

The parcel of land to which this description applies contains 4.76 acres, more or less

EXCEPT there is reserved by the Grantor, its successors and assigns, an easement for roadway purposes across the following described triangular tract.

Beginning at the Northwest corner of the above described tract; thence South 50 feet; thence Northeasterly to the North line of said tract at a point which is 60 feet Easterly of the point of beginning; thence West 60 feet to the point of beginning.

There is also [illegible] rantor, its successors and assigns, all right title and interest [illegible] a 25 foot roadway lying Northerly of and adjacent to the Northerly line of said Lots 11 and 12.

273 169

EXHIBIT B

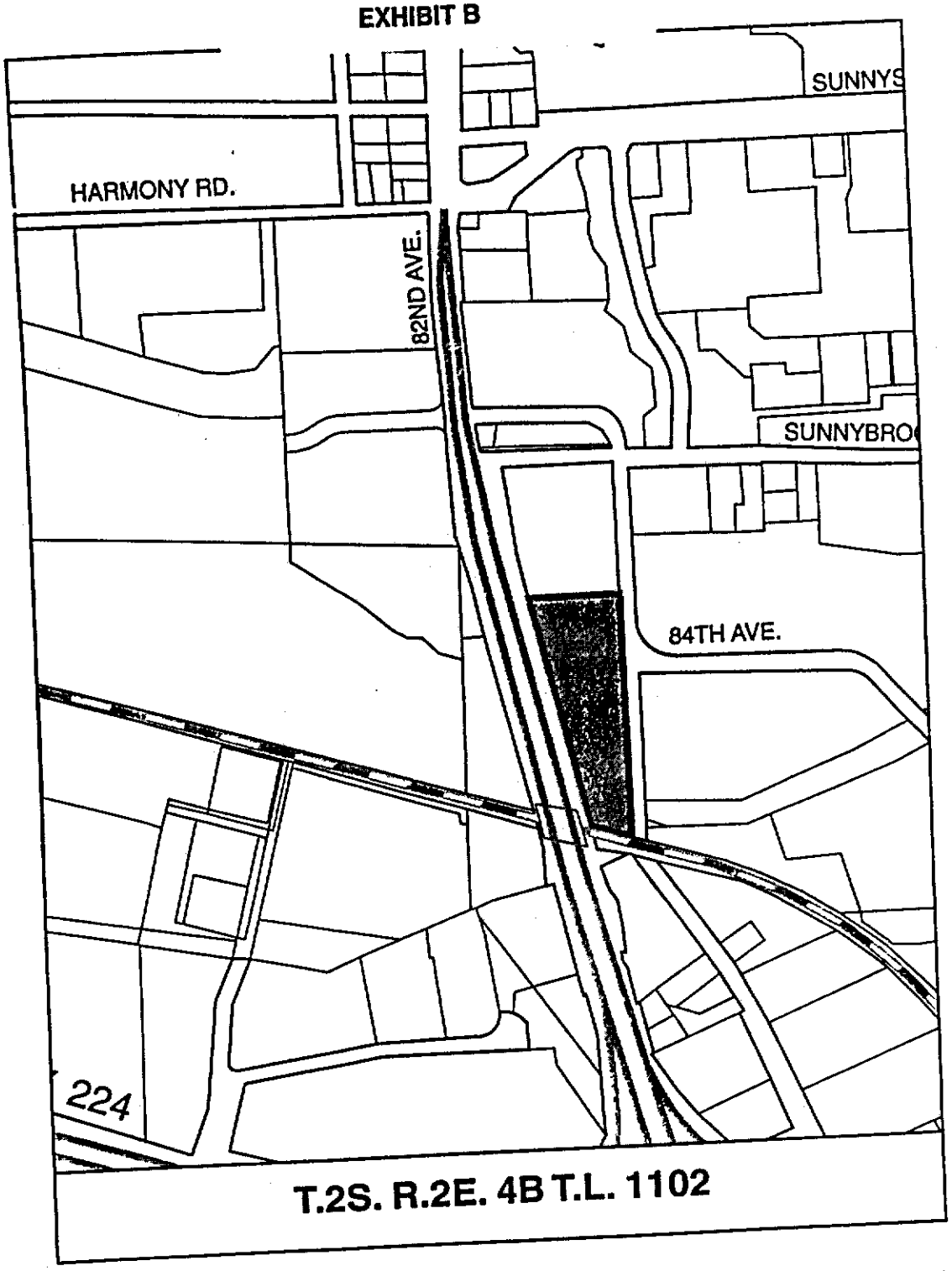

SUNNYS
HARMONY RD.
82ND AVE.
SUNNYBRO
84TH AVE.
224
T.2S. R.2E. 4B T.L. 1102

EXHIBIT "A"

IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

A parcel of land Section 4, Township 2 South, Range 2 East, W.M., said parcel being more particularly described as follows:

Commencing at the northwest corner of Lot 2, "Interstate Industrial Park", a duly recorded plat; thence North 89° 10' 11" West at right angles to S.E. 84th Avenue as shown on said plat, 60.00 feet to a point on the west line of said S.E. 84th Avenue; thence North 00° 49' 49" East along said west line, 280.00 feet to the northeast corner and true point of beginning of the parcel herein described; thence North 89° 41' 51" West, 325 feet, more or less to the easterly line of S.E. 82nd Avenue (Cascade Highway) as shown on Oregon State Highway Department Map No. 5B-27-18; thence South 12° 24' East along said easterly line, 854 feet, more or less, to the northerly line of the Southern Pacific Railroad right of way; thence South 71° 16' East along said northerly line, 136 feet, more or less, to the westerly line of Ambler Road, County Road Number 430; thence North 00° 49' 49" East along said westerly line, 870 feet, more or less, to the true point of beginning.

TOGETHER WITH a temporary construction easement described as follows:

A parcel of land in Section 4, Township 2 South, Range 2 East, W.M., said parcel being more particularly described as follows:

Commencing at the northwest corner of Lot 2, "Interstate Industrial Park", a duly recorded plat; thence North 89° 10' 11" West at right angles to S.E. 84th Avenue as shown on said plat, 60.00 feet to a point on the west line of said S.E.84th Avenue; thence North 00° 49' 49" East along said west line, 280.00 feet to the southeast corner and true point of beginning of the parcel herein described; thence North 89° 41' 51" West, 325 feet, more or less, to the easterly line of S.E. 82nd Avenue (Cascade Highway) as shown on Oregon State Highway Department Map No. 5B-27-18; thence Northwesterly along said easterly line, 506 feet, more or less, to the northerly line of that parcel described in Deed Book 318, page 372, Clackamas County Records; thence South 87' 51' East along said northerly line, 100 feet, more or less, to a point on a line which is parallel to, and 100 feet easterly of, when measured at right angles to, the easterly line of said S.E. 82nd Avenue; thence Southeasterly along said parallel line, 476 feet, more or less, to a point which bears North 00' 18' 09" East, 30.00 feet from the previously described south line of this parcel; thence South 89° 41' 51' East, 225 feet, more or less, to the west line of said S.E. 84th Avenue; thence South 00° 49' 49" West along said west line, 30.00 feet to the true point of beginning.

CLACKAMAS COUNTY
FILED
MAR 8-1995
JOHN E. KAUFFMAN, County Clerk
By _____ Deputy

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

In the matter of the vacation of portions of County Road No. 230 and 430 in Section 4BC, T2S, R2E, W.M. (DTD #22449)

ORDER NO. 95-155

This matter coming on before the Board of County Commissioners at this time and it appearing to the Board that in accordance with ORS 368.351 a petition signed by 100 percent of the abutting owners and a written report finding this vacation to be in the public interest from Tom Vanderzanden, the County Road Official, have been submitted in the matter of the vacation of portions of County Roads 430 and 230 (DTD Road Number 22449, Ambler Road, AKA Jasmine Lane), in T2S, R2E, Section 4BC, W.M. described as follows:

PT TO 22E04B 01102
01700
01800
01801

All portions of County Roads 230 and 430 that lie south of the north boundary of Lot 2 along with its westerly projection, Interstate Industrial Park, Plat Number 2568, and north of the Northerly Right of Way line of Southern Pacific Railroad.

The Board has read said petition and report from the County Road Official and has determined vacation of the above described portions of County Roads to be in the public interest; and,

All local utilities as well as County Planning, Engineering, Utilities, and Road Maintenance sections have been contacted and do not have any objections to the proposed road vacation as long as easement rights to abutting parcels and utility easements are retained; now therefore,

IT IS HEREBY ORDERED that the above described portions of County Roads be vacated with easements retained to all abutting properties, and that this Order be recorded in Deed Records for Clackamas County and that a copy be filed with the County Surveyor and County Assessor; and

IT IS FURTHER ORDERED, that nothing contained herein shall cause or require the removal or abandonment of any sewer, water main, gasline, conduit of any kind, wires or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. Also the rights are reserved to maintain, repair, replace, construct or reconstruct, install, renew, and enlarge all utilities that are now or in the future will be used for any public service or utility.

Dated this 2nd day of March, 1995.

BOARD OF COUNTY COMMISSIONERS

95-016580

244 222

JUDIE HAMMERSTAD, Chair

DARLENE HOOLEY, Commissioner

ED LINDQUIST, Commissioner

DTD/jh

273 172

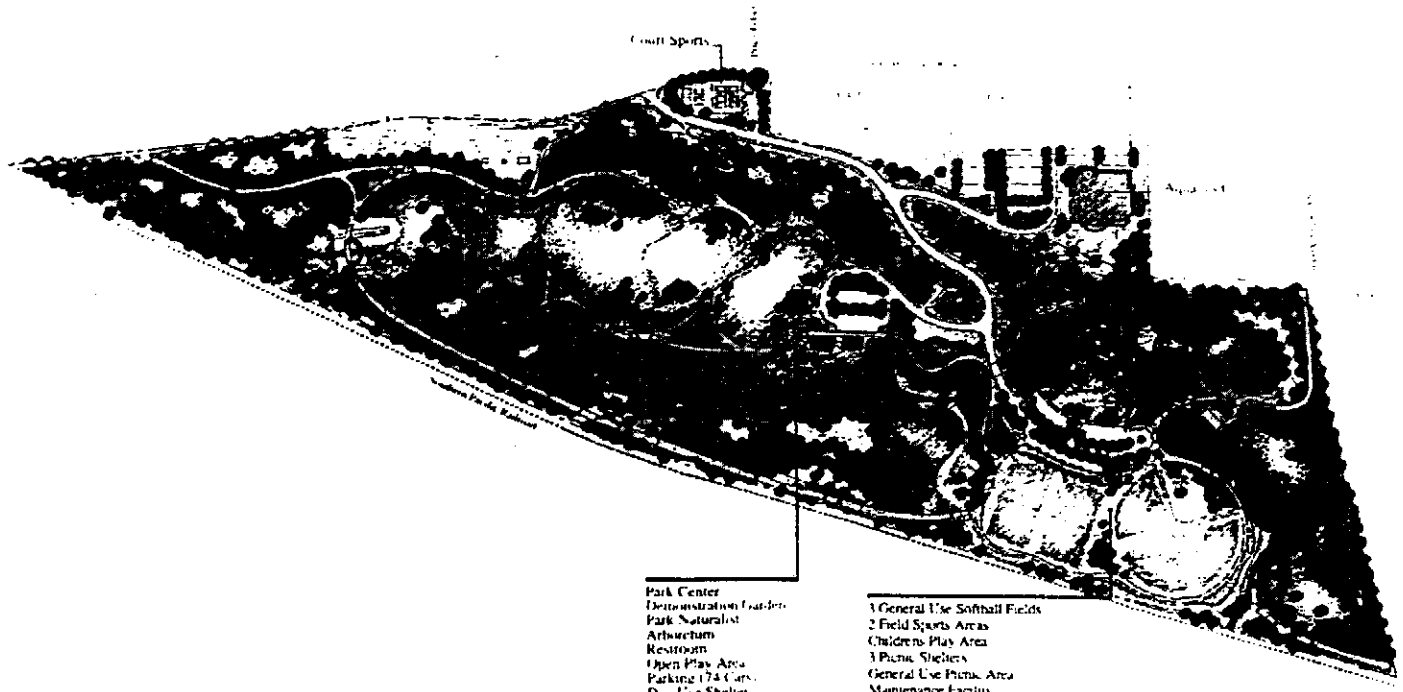
STATE OF OREGON 95-016580
CLACKAMAS COUNTY
Received and placed in the public
records of Clackamas County
RECEIPT# AND FEE: 17833 $8.00
DATE AND TIME: 03/23/95 11:03 AM
JOHN KAUFFMAN, COUNTY CLERK

2

273 173

EXHIBIT "C"

SITE PLAN



Concept Plan

North Clackamas Regional Park

EXHIBIT "D"

INTERGOVERNMENTAL AGREEMENT
FOR
USE AND OCCUPANCY
OF
CERTAIN REAL PROPERTY

THIS Intergovernmental Agreement ("Agreement") dated the 21 day of May 1998 between Clackamas County, Oregon ("County") and Clackamas County Service District No. 1 ("CCSD1") is for the use and occupancy of certain real property in Clackamas County for the operation and maintenance of flood control purposes.

RECITALS:

The Clackamas County Development Agency ("Agency") has acquired certain real property pursuant to the Clackamas Town Center Urban Renewal Plan and the Clackamas Industrial Area Urban Renewal Plan.

The Agency, County, and Clackamas County Service District No.1 ("CCSD1") have entered into a Disposition and Development Agreement dated May 21, 1998 ("DDA") which provides for the disposition and development of certain real property described in the DDA pursuant to the Plans.

The DDA further provides that the Agency shall transfer and convey to the County the real property described in Exhibit "A" attached hereto ("Property") and that the County shall thereupon grant responsibility to CCSD1 for operating and maintaining certain flood control facilities.

AGREEMENT AND PERMIT OF OCCUPANCY AND USE

Section 1: Integration of Agreements.

This Agreement is entered into by the parties pursuant to the DDA, the terms and conditions of which, as they relate to the development and use of the Property (Parcels 2, 4 and 5 as described in the DDA), are incorporated herein and made a part hereof. The DDA and this Agreement shall be integrated and construed together in considering the rights, obligations and duties of the parties concerning the maintenance and operation of the Property.

Section 2: Occupancy.

2.01 Grant of Permit for Use and Occupancy. County hereby grants to CCSD1 the use and occupancy of the Property for the operation and maintenance of flood control facilities commencing upon the date of conveyance of the Property by Agency to County as provided in the DDA.

2.02 Term. The term of such use and occupancy shall be for a period of thirty (30) years from such date, unless terminated earlier pursuant to this Agreement. The term may be extended by mutual agreement of the parties.

2.03 Joint Use. The Property is to be jointly used by the County or its designee for the operation, and maintenance of recreational and related facilities, and by CCSD1 for the construction, operation, and maintenance of flood control facilities. The use of the Property by the County or its designee for parks and recreational uses shall be subject and subordinate to the use of the Property by CCSD1 in the event of a conflict between the use of the Property by the County or its designee for park and recreational uses and CCSD1 for flood control uses. Any such conflict shall be resolved by the Board of County Commissioners and such resolution and determination shall be final and binding upon the parties.

Section 3: Consideration.

Consideration for the grant of this Permit to use and occupy the Property shall be the obligation of CCSD1 to operate and maintain flood control facilities on the Property in accordance with the terms and conditions of this Permit for the period provided.

Section 4: Use of the Property

CCSD1 shall use the Property in accordance with the terms of this Agreement for flood control uses as permitted by law. CCSD1 shall conform to all applicable laws and regulations affecting the Property and shall correct at its own expense any failure for compliance with such laws and regulations.

Section 5: Repairs and Maintenance.

CCSD1 shall be obligated to repair and maintain all flood control facilities constructed by or for it on the Property in accordance with the Schedule of Maintenance attached hereto as Attachment 1 and the County or its designee shall have the general responsibility of maintaining and repairing all trees, shrubs, flora, landscaping, and all the natural areas and improvements on the Property. Representatives of the County or its designee for park and recreational uses and CCSD1 shall meet not less than once a year to define and agree to obligations of maintenance by the parties. In the event the County or its designee for park and recreational uses and CCSD1 cannot reach agreement, the Board of County Commissioners shall determine the obligations of the parties with respect to repair and maintenance, which determination shall be final and binding upon the parties.

Section 6: Alterations.

CCSD1 may, at any time during the term of this Agreement, construct, maintain and operate on the Property such improvements as are consistent with the terms of this Agreement and which CCSD1 determines are necessary and appropriate. Prior to any such construction or any alteration, CCSD1 shall prepare detailed plans for such improvements and submit them to the County or its designee for park and recreational uses for review and comment. No such improvement may interfere with the

environmental remediation work being carried out by the Southern Pacific Transportation Company or be inconsistent with the joint use of the Property as provided in Section 2.03.

Section 7: Taxes.

The Property is not presently subject to *ad valorem* taxes. In the event, for any reason, the Property becomes subject to *ad valorem* taxes, or if any assessment for public improvement is made against the Property, CCSD1 agrees to pay one-half of the taxes or special assessment.

Section 8: Liens.

CCSD1 shall not place on the Property any encumbrance or lien nor suffer any levy or attachment to be made upon the Property or any material or mechanic's lien or any unauthorized encumbrance or lien attached to the Property, and in the event any such encumbrance or lien does attach, shall remove or discharge, or cause to be removed or discharged, the lien or encumbrance within thirty (30) days after written demand by the County, and in the event CCSD1 fails to do so, the County may take appropriate actions to remove any such lien or encumbrance and CCSD1 shall be liable to the County for all costs and expenses incurred in connection with the removal of such attachment or lien.

Section 9: Indemnity.

Each of the parties to this Agreement shall at all times indemnify and keep the other party, its officers, agents, and employees, and hold and save them harmless against any and all actions or causes of action, claims, demands, liabilities, laws, damages, or expenses of any kind or nature whatsoever including, without limitation, attorney fees, which they shall, or may at any time, sustain or incur by reason of or in consequence of the granting of the use and occupancy of the Property pursuant to this Agreement. In the event the other party obtains liability insurance in connection with the construction, maintenance and operation of its facilities on the Property, such insurance policy shall name the other party, its officers, agents, and employees as additional insureds.

Section 10: Assignment.

The rights of CCSD1 under this Agreement may not be assigned to, nor may a right of the use (other than as a member of the public) of any portion of the Property be conferred on, any person by any other means without the prior written consent of County.

Section 11: Default.

Failure of CCSD1 to comply with any term or condition or fulfill any obligation of this Agreement within twenty (20) days after written notice by County specifying the nature of the default with reasonable particularity shall constitute a default. If the default is of such nature that it cannot be completely remedied within the twenty-day period, this provision shall be complied with if CCSD1 begins correction of the default within the twenty-day period and thereafter proceeds with reasonable diligence and good faith to affect the remedy as soon as practical.

Section 12: Remedies on Default.

In the event of a default by CCSD1, the County shall be entitled to recover damages from CCSD1 for the default or seek such other remedies as may be permitted by law.

Section 13: Miscellaneous.

13.01 Attorney's Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including costs and attorney's fees on appeal.

13.02 Notices. Any notice required or permitted under this Agreement shall be given when actually delivered or forty-eight (48) hours after deposited in the United States mail, certified mail, addressed to the address specified from time-to-time by either of the parties in writing.

13.03. Entry for Inspection. The County shall have the right to enter upon the premises at any time to determine CCSD1's compliance with this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

CLACKAMAS COUNTY, OREGON

By Judie Hammerstad
Chair

CLACKAMAS COUNTY
SERVICE DISTRICT NO. 1

By Judie Hammerstad
Chair

ITEM	TOTAL STAFFING	EQUIPMENT WITH OPERATOR AND LABORERS	INSPECTION		NORMAL MAINTENANCE	EMERGENCY OPERATION	REPAIR	STAFF COST/ YEAR	EQUIPMENT COST/YEAR	TOTAL ANNUAL COST
			Summer	Winter						
Berm/Levee	3 MH x 2 Times (S) = 6 MH		Semi-Annual*							
Impact for Burrowing Animals (4.5 Acres)	32 MH x 2 Times (S) & (W) = 64 MH		Semi-Annual*	—	Semi-Annual					
Spillway	.25 MH x 2 Times = .5 MH		Semi-Annual*							
Low Flow Channel	.25 MH x 2 Times = .5 MH		Semi-Annual*							
Outlet Control Facility (Check Operation)	4 MH x 2 Persons x 4 times = 32 MH		Quarterly**							
Outlet Control	6 MH x 2 Persons (W) = 12 MH					Approx. 1 Time (During Alarm Storm)				
Stilling Basin & Outlet Channel	.25 MH x 2 times = .5 MH		Semi-Annual*							
Concrete Structures	.25 MH x 2 times = .5 MH		Semi-Annual*							
Pasture/Grass	.25 MH x 2 times = .5 MH		Semi-Annual*							
Access Road	.25 MH x 2 times = .5 MH		Semi-Annual*							
Debris/Sediment Control	.25 MH x 2 Persons x 4 Times = 16 MH				Quarterly					
Repair Berm	40 MH (Supervision)	Bulldozer, Loader, 10 cy Truck and Laborer		—			Every 5 Years			
Electrical Work On Gates & Check	4 MH			—		Every Year	Every Year			
Remove Sediment from Stilling Basin	40 MH (Supervision)	Excavator, Loader, 10 cy Truck and Laborer					Every 5 Years			

* Semi-Annual Walk Through

** Quarterly Maintenance & Inspection Tour

MH = Manhours

Note: Above summaries are estimates only and need to be independently confirmed by the Service District

1592/maintenancesum.wb3

Attachment 1 of Exhibit "D"
Schedule of Maintenance

ITEM	TOTAL STAFFING	EQUIPMENT WITH OPERATOR AND LABORERS	INSPECTION		NORMAL MAINTENANCE	EMERGENCY OPERATION	REPAIR	STAFF COST/ YEAR	EQUIPMENT COST/YEAR	TOTAL ANNUAL COST
			Summer	Winter						
Overflow Weir	.25 MH x 4 Times = 1 MH 1 MH x 2 Times (W) = .5 MH		Quarterly**	Approx. 2 Times (After each major storm)						
Diversion Channel	.5 MH x 4 Times = 2 MH		Quarterly**	See Above						
Vegetation Control (Clean Bulkheads)	4 MH x 2 Persons x 2 Times = 16 MH		Semi-Annual*	See Above						
Flood Wall	1.0 MH x 2 Times = 2 MH		Semi-Annual*	See Above						
Gabbions/Structures	.5 MH x 2 Times = 1 MH		Semi-Annual*	See Above						
SPRR Bridge	.25 MH x 2 Times = .5 MH		Semi-Annual*	See Above						
Debris/Sediment Control	2 MH x 2 Persons x 4 Times = 16 MH			See Above						
Repair Riprap	20 MH (Supervision and Help)	Spider Hoe 10 cy Truck and Loader		—	Quarterly					

* Semi-Annual Walk Through

** Quarterly Maintenance & Inspection Tour

MH = Manhours

Note: Above numbers are estimates only and need to be independently confirmed by the Service District

ITEM	TOTAL STAFFING	EQUIPMENT WITH OPERATOR AND LABORERS	INSPECTION		NORMAL MAINTENANCE	EMERGENCY OPERATION	REPAIR	STAFF COST/ YEAR	EQUIPMENT COST/YEAR	TOTAL ANNUAL COST
			Summer	Winter						
Overflow Weir	.25 MH x 4 Times (S) = 1 MH .25 MH x 2 Times (W) = .5 MH		Quarterly**	Approx. 2 Times (After each major storm)						
Diversion Channel	.5 MH x 4 Times (S) = 2 MH		Quarterly**							
Inspect for Burrows	16 MH x 2 Times (S) = 2 MH				Semi-Annual					
Flood Wall	1.0 MH x 2 Times (S) = 2 MH		Semi-Annual*							
Gabions/Structures	.5 MH x 2 Times (S) = 1 MH		Semi-Annual*							
Junction WSPRR Diversion	.25 MH x 2 Times (S) = .5 MH		Semi-Annual*							
Outlet to Mt. Saint Creek	.5 MH x 2 Times (S) = 1 MH		Semi-Annual*							
Debris/Sediment Control	2 MH x 2 Persons x 4 Times = 16 MH				Quarterly					
Clean Silt From Channel	40 MH (Supervisor)	Excavator, 30 cy Truck and Loader		---	Every 5 Years					
Weed Control	6 MH x 1 Time (S) = 6 MH	Sprayer			Annual					

* Semi-Annual Walk Through

** Quarterly Maintenance & Inspection Tour

MH = Manhours

Note: Above numerics are estimates only and need to be independently confirmed by the Service District

273 - 183

1592/maintenancesum.wb3

ITEM	TOTAL STAFFING	EQUIPMENT WITH OPERATOR AND LABORERS	INSPECTION		NORMAL MAINTENANCE	EMERGENCY OPERATION	REPAIR	STAFF COST/ YEAR	EQUIPMENT COST/YEAR	TOTAL ANNUAL COST
			Summer	Winter						
Overflow Weir	.25 MH x 4 Times (S) = 1 MH 1 MH x 2 Times (W) = 2 MH		Quarterly**	Approx. 2 Times (After each major storm)						
Diversion Channel	.25 MH x 4 Times (S) = 1 MH		Quarterly**							
Vegetation Control (Cut Weeds and Clear Brush)	4 MH x 2 Times = 8 MH				Semi-Annual					
Brush Berms (at inlet)	.25 MH x 2 Times (S) = .5 MH		Semi-Annual*							
Concrete Structures	.25 MH x 2 Times (S) = .5 MH		Semi-Annual*							
Major Culverts	.25 MH x 2 Times (S) = .5 MH		Semi-Annual*							
Debris/Sediment Control	1 MH x 2 Persons x 4 Times = 8 MH				Quarterly					
Clean Culverts	40 MH x 3 Persons = 120 MH	Small Excavator 10-cy Truck Bobcat		—	Every 10 Years					
Repair Some Part of Structure	8 MH (Supervision)	Small Excavator 10 cy Truck and Loader		—			Every 10 Years			
Remove Silt Deposits (From Channel)	8 MH (Supervision)	Small Excavator 10 cy Truck and Loader		—	Every 5 Years					

* Semi-Annual Walk Through

** Quarterly Maintenance & Inspection Tour

MH = Manhours

Note: Above summaries are estimates only and need to be independently confirmed by the Service District

EXHIBIT "E"

INTERGOVERNMENTAL AGREEMENT

FOR

USE AND OCCUPANCY

OF

CERTAIN REAL PROPERTY

THIS Intergovernmental Agreement ("Agreement") dated the 21 day of May, 1998 between Clackamas County, Oregon ("County") and North Clackamas Park and Recreation District ("Park District") is for the use and occupancy of certain real property in Clackamas County for park and recreational purposes.

RECITALS:

The Clackamas County Development Agency ("Agency") has acquired certain real property pursuant to the Clackamas Town Center Urban Renewal Plan and the Clackamas Industrial Area Urban Renewal Plan.

The Agency, County, Park District and Clackamas County Service District No.1 ("Service District") have entered into a Disposition and Development Agreement dated May 21, 1998 ("DDA") which provides for the disposition and development of certain real property described in the DDA pursuant to the Plans.

The DDA further provides that the Agency shall transfer and convey to the County the real property described in Exhibit A attached hereto ("Property") and that the County shall thereupon grant responsibility to the Park District and the Service District for constructing, operating, and maintaining, respectively, certain recreational and related facilities and certain drainage and flood control facilities.

AGREEMENT AND PERMIT OF OCCUPANCY AND USE

Section 1: Integration of Agreements.

This Agreement is entered into by the parties pursuant to the DDA, the terms and conditions of which, as they relate to the development and use of the Property (Parcels 2 and 4 as described in the DDA), are incorporated herein and made a part hereof. The DDA and this Agreement shall be integrated and construed together in considering the rights, obligations and duties of the parties concerning the construction, maintenance and operation of the Property.

Section 2: Occupancy.

2.01 Grant of Permit for Use and Occupancy. County hereby grants to Park District the use and occupancy of the Property commencing upon the date of conveyance of the Property by Agency to County as provided in the DDA.

2.02 Term. The term of such use and occupancy shall be for a period of thirty (30) years from such date, unless terminated earlier pursuant to this Agreement. The term may be extended by mutual agreement of the parties.

2.03 Joint Use. The Property is to be jointly used by the Park District for the construction, operation, and maintenance of recreational and related facilities, and by the Service District for the construction, operation, and maintenance of drainage and flood control facilities. The use of the Property by the Park District shall be subject and subordinate to the use of the Property by the Service District in the event of a conflict between the use of the Property by the Park District and the Service District. Any such conflict shall be resolved by the County, and such resolution and determination shall be final and binding upon the Park District and the Service District.

Section 3: Consideration.

Consideration for the grant of this Permit to use and occupy the Property shall be the obligation of the Park District to construct, operate, and maintain recreational and

related facilities on the Property in accordance with the terms and conditions of this Permit for the period provided.

Section 4: Use of the Property

The Park District shall use the Property in accordance with the terms of this Agreement for recreational and related uses as permitted by law so long as its use does not conflict with the use of the Property by the Service District. Park District shall conform to all applicable laws and regulations affecting the Property and shall correct at its own expense any failure for compliance with such laws and regulations.

Section 5: Repairs and Maintenance.

The Park District shall be obligated to repair and maintain all recreation and related facilities constructed by or for it on the Property and shall have the general responsibility of maintaining and repairing all trees, shrubs, flora, landscaping, and all the natural areas and improvements on the Property except those improvements expressly related to drainage and flood control, for which the Service District has the obligation to operate and maintain. The Park District and the Service District shall meet not less than once a year to define and agree to such obligations. In the event the Park District and the Service District cannot reach agreement, the County shall determine the obligations of the Park District and the Service District with respect to repair and maintenance, which determination shall be final and binding upon each of them.

Section 6: Alterations.

The Park District may, at any time during the term of this Agreement, construct, maintain and operate on the Property such improvements as are consistent with the terms of this Agreement and which the Park District determines are necessary and appropriate. Prior to any such construction or any alteration, the Park District shall prepare detailed plans for such improvements and submit them to the County for review and approval and to the Service District for review and comment. No such improvement may interfere with the environmental remediation work being carried out by the

Southern Pacific Transportation Company and or be inconsistent with the joint use of the Property by the Park District and Service District as provided in Section 2.03.

Section 7: Taxes.

The Property is not presently subject to *ad valorem* taxes. In the event, for any reason, the Property becomes subject to *ad valorem* taxes, or if any assessment for public improvement is made against the Property, the Park District agrees to pay one-half of the taxes or special assessment.

Section 8: Liens.

The Park District shall not place on the Property any encumbrance or lien nor suffer any levy or attachment to be made upon the Property or any material or mechanic's lien or any unauthorized encumbrance or lien attached to the Property, and in the event any such encumbrance or lien does attach, shall remove or discharge, or cause to be removed or discharged, the lien or encumbrance within thirty (30) days after written demand by the County, and in the event the Park District fails to do so, the County may take appropriate actions to remove any such lien or encumbrance and Park District shall be liable to the County for all costs and expenses incurred in connection with the removal of such attachment or lien.

Section 9: Indemnity.

The Park District shall at all times indemnify and keep indemnified the County, its officers, agents, and employees, and hold and save them harmless against any and all actions or causes of action, claims, demands, liabilities, laws, damages, or expenses of any kind or nature whatsoever including, without limitation, attorney fees, which they shall, or may at any time, sustain or incur by reason of or in consequence of the granting of the use and occupancy of the Property pursuant to this Agreement by the County. In the event the Park District obtains liability insurance in connection with the construction, maintenance and operation of its facilities on the Property, such insurance policy shall name County, its officers, agents, and employees as additional insureds.

Section 10: Assignment.

The rights of the Park District under this Agreement may not be assigned to, nor may a right of the use (other than as a member of the public) of any portion of the Property be conferred on, any person by any other means without the prior written consent of County.

Section 11: Default.

Failure of the Park District to comply with any term or condition or fulfill any obligation of this Agreement within twenty (20) days after written notice by County specifying the nature of the default with reasonable particularity shall constitute a default. If the default is of such nature that it cannot be completely remedied within the twenty-day period, this provision shall be complied with if Park District begins correction of the default within the twenty-day period and thereafter proceeds with reasonable diligence and good faith to affect the remedy as soon as practical.

Section 12: Remedies on Default.

In the event of a default by the Park District the Agreement may be terminated at the option of the County by notice in writing to the Park District. If the Agreement is not terminated by election of the County, the County shall be entitled to recover damages from the Park District for the default.

Section 13: Miscellaneous.

13.01 Attorney's Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including costs and attorney's fees on appeal.

13.02 Notices. Any notice required or permitted under this Agreement shall be given when actually delivered or forty-eight (48) hours after deposited in the United States mail, certified mail, addressed to the address specified from time-to-time by either of the parties in writing.

13.03. Entry for Inspection. The County shall have the right to enter upon the premises at any time to determine the Park District's compliance with this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

CLACKAMAS COUNTY, OREGON

By Judie Hammerstad
Chair

NORTH CLACKAMAS PARK AND RECREATION DISTRICT

By Judie Hammerstad
Chair

EXHIBIT "F"

AGREEMENT
FOR TRANSPORTATION CORRIDOR PLANNING
BETWEEN CLACKAMAS COUNTY DEVELOPMENT AGENCY (CCDA)
and
NORTH CLACKAMAS PARKS and RECREATION DISTRICT (NCPRD)

CCDA AND NCPRD AGREE AS FOLLOWS:

1. A description of the Transportation Corridor as provided in Section 3.03 of the Disposition and Development Agreement between the parties (DDA) to which this Agreement is attached is contained in Exhibit "D" to the DDA and shown in Exhibit "C" thereof as Parcel 6. The exhibits describe and show a proposed corridor that is wider than final construction will require. This extra width is to permit the best possible plan to be developed for the benefit of the North Clackamas Parks and Recreation District's Regional Park and Aquatics Complex, yet maintain the option of an LRT and a Roadway, if required, for public benefit.

   In the pursuit of Light Rail Transit (LRT) or Roadway approval and construction, it is the desire of the Regional Parks Advisory Board (RPAB), the Clackamas County Development Agency (CCDA), and the Department of Transportation and Development (DTD) to minimize damage to the natural environment and ensure maximum public safety. Thereby, it is agreed that all attempts will be made to design facilities that minimize cut and fill, tree removal, and minimize safety problems.

   In this cooperative pursuit, we will attempt to maintain an average of 35 feet for the LRT line and an average of 60 feet for the Roadway.

2. The Parks District Director, or designee, will be an integral part of the planning and design process for the Roadway. additionally, the RPAB will have the right to review and comment as a body, both directly and through District staff, prior to any LRT or Roadway design being adopted.,

3. The Light Rail and Roadway design will provide full consideration of visual impacts to integrate the facility as well as possible into the park atmosphere.

4. An Environmental Impact Statement (EIS) or an Environmental Assessment

(EA) will be conducted for the Light Rail and may be required for the Roadway. As related to the Roadway, the District Director or designee will serve as a member of the Selection Committee to hire the Company to conduct any necessary study. All reports will be made available to the Park District, the DTD and CCDA simultaneously. The results of the Study will be made public and the public will be invited to make comments on the study.

As it relates to the LRT, DTD and the Park District will seek from Tri-Met agreements that would provide similar assurances as noted for the Roadway, that is a process with RPAB and DTD's full involvement. Both the District and DTD acknowledge that this Agreement does not include Tri-met or commit Tri-Met to any process or procedure to which it does not voluntarily agree.

5. The Director of the Parks District will be notified in advance of the intent to begin planning for the Roadway.

6. All of the previously agreed upon improvements to Harmony Road and the 82nd/Harmony Road intersection as identified in the Clackamas County Transportation Plan (Exhibit #1) and the MacKenzie Engineering traffic study (Exhibit #2) prepared for this project will be made prior to constructing the Roadway.

7. DTD will be the determining organization in deciding if and when the construction process will begin for the Roadway (consistent with number 6 requirements).

8. Any unused or excess Agency property within the Corridor adjacent to property to be conveyed to the Park District by the Agency and not needed as the right-of-way for the LRT or the Roadway will be deeded to the Parks District at the completion of construction. If a decision is made not to utilize the Corridor for either the Roadway or LRT, the Agency land adjacent to property to be conveyed to the Park District by the Agency will be deeded to the District. Until the Corridor is required for any construction purposes, the District will be permitted to use it at no cost; provided, however, the Park District shall not construct any improvements thereon except those specifically shown and provided for in the Construction Plans for the Regional Park, Clackamas County, Oregon, dated April 15, 1994. The District agrees that any uses are temporary in nature so that future transportation needs are not encumbered by the environmental assessment/environmental impact statement process. The CCDA has permitted the temporary construction in the Transportation Corridor of: (1) a neighborhood park; and (2) an access road to serve the NCPRD's Regional Park and Aquatics Complex. In the event it becomes necessary to relocate the neighborhood park to accommodate the LRT or Roadway, the neighborhood park shall be relocated to

a location mutually agreeable to the parties and constructed to provide substantially equal facilities to those presently existing at no cost to NCPRD. In the event it becomes necessary to relocate or utilize the temporary access road to the Regional Park and Aquatics Complex for the LRT or Roadway, NCPRD shall be provided with a permanent access to such facility in a manner found to be suitable by the Board of Commissioners of Clackamas County. The District agrees to maintain the Transit Corridor until such time as a determination is made as to its permanent use in accordance with this Agreement.

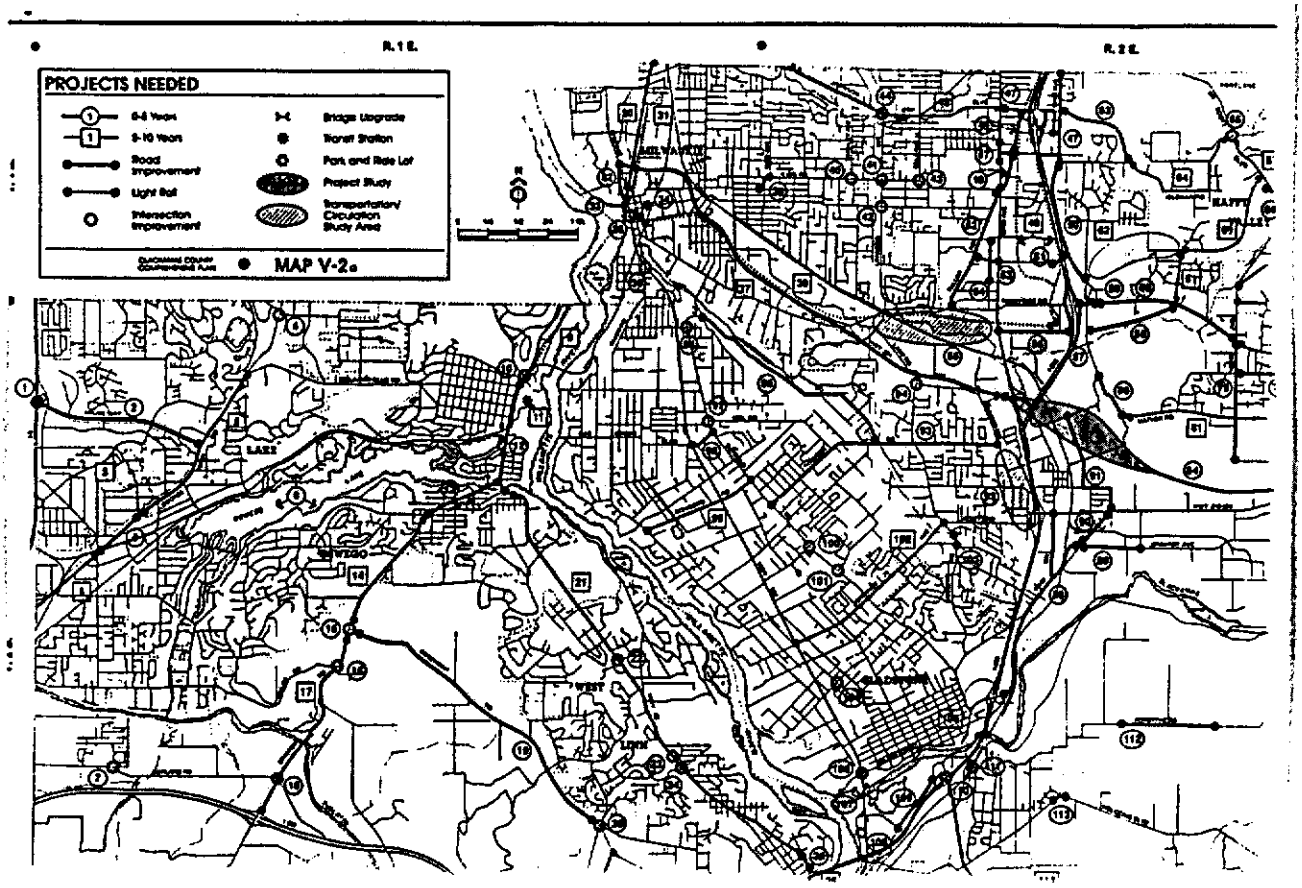
9. CCDA has purchased the Vandermost and Rose/Lewis properties. The Parks District agrees to purchase from CCDA any excess portion of the properties not required for storm water control or transportation purposes. The purchase price will be the same as the per square foot price paid at time of purchase as adjusted for inflation by the Portland, Oregon Consumer Price Index or as appraised, whichever is lower.

10. The entire planning process for the Light Rail and the Roadway, when implemented, will take place in an open and public environment. The public will be involved with advertised public hearings on both projects.

11. The agreements stated above are to be reviewed by the Attorneys for both organizations.

EXHIBIT #1 OF EXHIBIT "F"

Transportation Corridor Planning Agreement



IX. CONCLUSIONS AND RECOMMENDATIONS

The transportation system available to the Regional Park and Aquatic Center is generally acceptable for accommodation of park-related additional traffic. By providing the following listed improvements, all Park/Aquatic impacts are mitigated.

A. Provide side-by-side left-turn lanes on Harmony Road, between Price-Fuller Road and the Park entrance. Widen Harmony Road, on one or both sides, to a minimum total width of 58 feet (4-12' lanes and 2-5' bike lanes). Provide appropriate tapers west of the Park access and through Price-Fuller Road.

B. Provide, a fully actuated four-way traffic signal at the intersection of the Park Road and Harmony Road intersection. Interconnection to the signal at Harmony/Price-Fuller will be required. Locate controller and signal mast arms to accommodate future 5 lane Harmony improvement where right-of-way is available (see Harmony 5 lane discussion below).

C. Provide a right-turn storage and deceleration lane at 82nd and Sunnyside Road for eastbound to southbound traffic. This analysis has shown that this improvement will adequately compensate for increased traffic and lost capacity at this intersection, and allow level of service "D" to be maintained for 1993 Combined Traffic Volumes. See Figure 45.

D. The park private access road shall be constructed to a minimum width of 32 feet, allowing 2-12' travel lanes and 2-4' bike lanes. Sidewalk should be built on at least one side of the roadway. We recommend either an all-way stop at the intersection of the Park Road and the Aquatic Center driveway, or a left-turn storage lane for turns into the Aquatic Center.

Year 2009 Improvements

The County road system within the study area will generally fail by the Year 2009 without significant roadway and intersection improvements. Clackamas County plans include:

A. Improve 82nd Avenue to a 7 lane facility

B. Improve Harmony Road to a 5 lane facility (The intersection of Harmony at Linwood assumes 5 lanes with the predominant flow of traffic east and south from the intersection.)

C. Improve Sunnybrook Road to a 5 lane facility, including the split diamond interchange at I-205/Sunnyside

In addition, the roadway system will require the following specific improvements:

D. The west leg of Harmony at 82nd will require two westbound lanes, two left turn lanes (EB to NB), two through lanes (EB), and an exclusive right turn lane (included in Park/Aquatic mitigation).

In the event that the Harmony Road improvement to a 5 lane facility does not occur, including the lane requirements for the west leg of 82nd and Harmony listed under D above, an alternative for a public road extension through the Park should be explored. It is likely, however, that when the Harmony widening is required, right-of-way will be available via redevelopment on the north side. The Clackamas Community College and OIT structures are set back enough to allow approximately 1 lane of road widening. Adding capacity along Harmony may be more expedient than the implementation of the Park public roadway.

The Department of Transportation and Development has recommended a 100' corridor be recognized between 82nd and Ambler and Harmony at Price-Fuller. This corridor should be designated for future public street in the event that improvements along Harmony Road are not constructable for the 2009 projection year.

The selection of improvement option, either improve Harmony at 82nd or extend a public through road on the park property, should consider the following:

HARMONY AT 82ND:

Pros:

1. Widens existing facility, with possible dedication of right-of-way, upon redevelopment.*
2. Established route, driver familiarity.
3. Relatively low cost to widen existing road based on adjacent topography.

Cons:

1. Potential high cost of right-of-way, if not driven by redevelopment
2. Traffic disruption during construction

PUBLIC ROAD THROUGH PARK:

Pros:

1. Moderate cost of right-of-way
2. Provides alternate route for area access

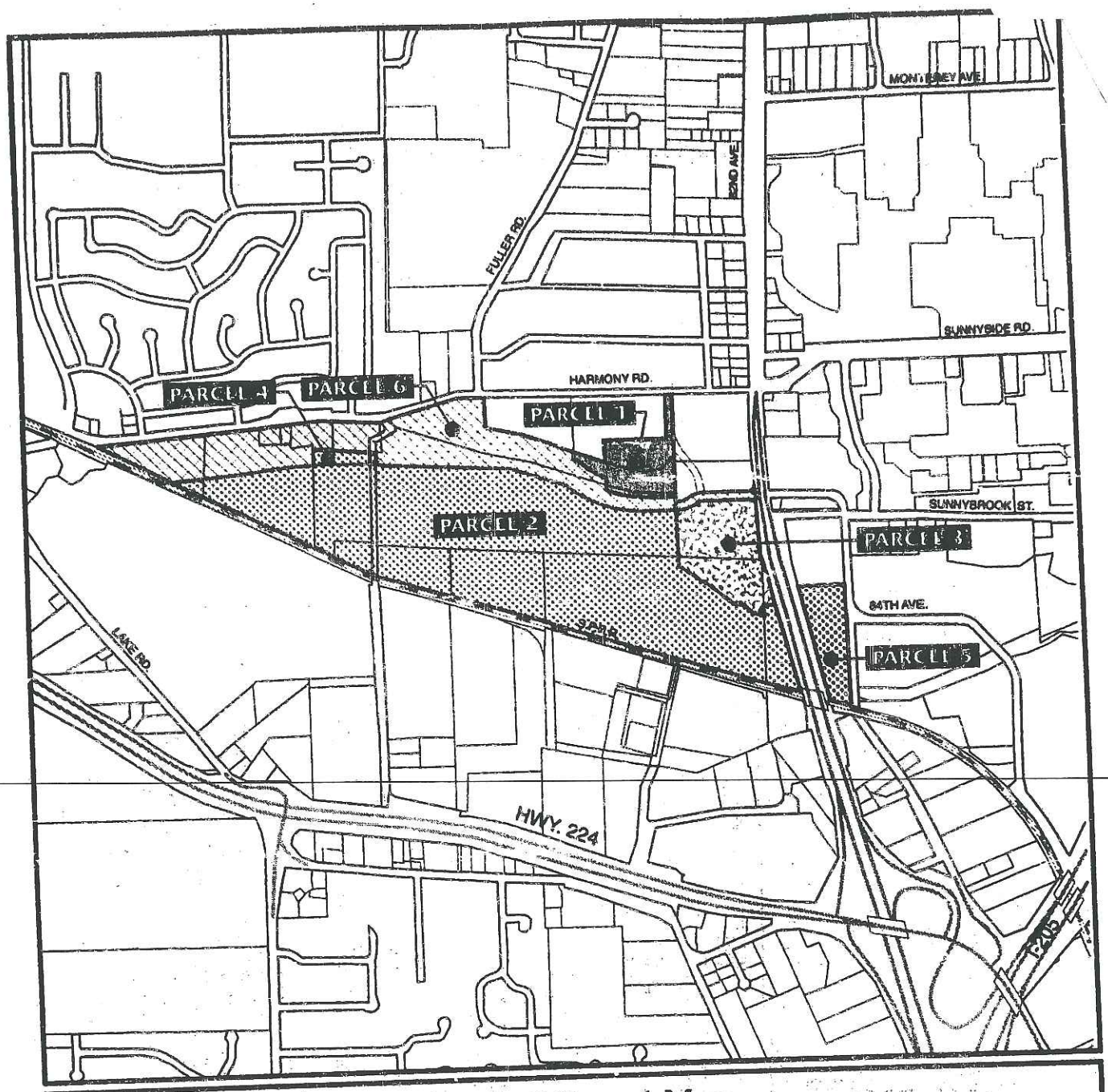
Cons:

1. Divides Park and Aquatic facility with a physical barrier
2. High cost to develop roadway due to topography near 82nd
3. Requires disruption of established wetland with associated permitting, and loss of significant habitat areas.
4. Entrance road to Park/Aquatic is converted to public road with driveways (signals?) onto new roadway
5. Disruption of existing park traffic during construction

The improvements recommended to be completed by development of the Regional Park/Aquatic Facility are all compatible with the improvements planned by the County and ODOT on or before year 2009.

*County should require, upon redevelopment, the following additional right-of-way along Harmony Road:

1. 25' between 82nd and Linwood, along north side of Harmony; and
2. An additional 15' between 82nd and 80th (to facilitate construction of additional approach lanes - widening to north side of Harmony).



Site and Parcel Map

1 NORTH CLACK. PARKS & REC. DIST.
2 COUNTY
3 COUNTY
4 COUNTY/C.C. DEVELOPMENT AGENCY
5 COUNTY
6 DEVELOPMENT AGENCY

EXHIBIT A

Attachment 4

HARMONY COMMUNITY CAMPUS CONCEPTUAL MASTER PLAN

December 2009

northclackamas chamber of commerce

Oregon Institute of Technology

CLACKAMAS COMMUNITY COLLEGE

NORTH CLACKAMAS PARKS & RECREATION DISTRICT

CLACKAMAS COUNTY

WATER ENVIRONMENT SERVICES
Beyond clean water. www.clackamas.us/wes

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3. Regional Context 6
4. Community Engagement 9
5. Harmony Unified Vision 11
6. Opportunities for Shared Resources 12

1. Executive Summary

The Harmony Community Campus is a 100-acre area of unincorporated Clackamas County, bounded by Harmony

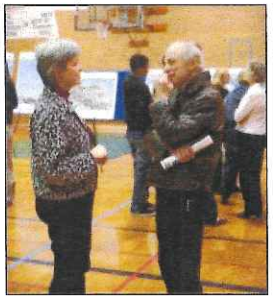
Road to the north, 82nd Avenue on the east and the Union Pacific Railroad tracks on the south and west. The site is home to the Clackamas Community College Nursing, Allied Health and Public Services Division; a campus of the Oregon Institute of Technology; the North Clackamas Chamber of Commerce; an Aquatic Park run by the North Clackamas Parks and Recreation District and a flood control facility operated by Clackamas County.

In 2007, four key partners -- Clackamas Community College, Oregon Institute of Technology, North Clackamas Parks and Recreation District, and Clackamas County – came together to coordinate plans for future use of the area. This was possible and desirable because of the close proximity of several area projects and community interest in addressing three challenges:

1. Aging facilities not adequate to support modern education and training programs
2. Interest in expanding recreation opportunities and fitness facilities
3. Growing demands on the local transportation system

Working with the community, the partners developed the Harmony Community Campus Conceptual Master Plan. The Plan focused on a unified vision for the area to be a model for sustaining the vitality of the economy, environment and community in Clackamas County and the region.

An extensive community-based public outreach process involving hundreds of participants with varied interests resulted in a unified vision, purpose, mission, guiding principles and sustainability goals for the campus.



The Plan provides common guidance while allowing partners to implement their work as individual agencies to meet the needs of the local and regional community.

The Harmony Community Campus partners will continue to work together to implement the Conceptual Master Plan. The partners will report progress to their constituencies and the community and continue to provide updates on the Harmony Community Campus Web site at www.harmonyvision.org.

2. Site History

Clackamas County

In the late 1980s, Clackamas County realized the local and regional significance of the 100-acre area now known as the Harmony Community Campus (HCC). At one time, the site was comprised of a number of smaller parcels owned by private parties and the North Clackamas School District. Over the years, the County led efforts to consolidate these different parcels and plan for eventual use of the area as a regional center for commerce, recreation and education.

These efforts included:

- Purchase and conveyance of Harmony Elementary School and Dale Ickes Junior High School to the Oregon Institute of Technology (OIT) and Clackamas Community College (CCC) to ensure continued educational opportunities for the community.
- Initiation of clean-up efforts to remediate environmental contamination from past uses
- Coordination with North Clackamas Parks and Recreation District (NCPRD) to maximize recreational opportunities and community access; and
- Construction of a regional flood control facility to minimize localized flooding.

Today, HCC is located in the Clackamas Regional Center, the focus of development and high densities of housing and employment. High quality transit and a street network with easy access for pedestrians, bicyclists and motorists
is planned to provide needed connectivity to and through the area. The area is a resource for the local community and the region, with diverse residential neighborhoods, commercial districts, educational opportunities, natural features and public attractions. HCC is a corner-stone to the future of the Clackamas Regional Center area.

Clackamas Community College (CCC)

In 2008, CCC opened a new 46,000-square-foot building on Harmony Road just west of SE 82nd Avenue. The three-story building, which completes the first phase of redeveloping CCC at HCC, is home to the college's Nursing, Allied Health and Public Services Division as well as to essential student services. The ground floor houses student services – registration, testing, advising, book store, community education and English as a Second Language programs. Nursing classrooms and labs are on the second floor. Allied health classrooms, seminar rooms, dental lab, microbiology and medical assistant labs are on the third floor.

CCC worked closely with partners in the area's growing health care industry, businesses and Clackamas County to plan the facility. The new space allows the college to increase and add capacity in health care programs.

The building was constructed with energy conservation features that both enhance its usability and decrease its environmental footprint. It is 15- to 20-percent more energy-efficient than required by state code and many of the construction materials are partially recycled. The architectural firm for the project was Yost Grube Hall, and the contractor was Lease Crutcher Lewis.

Oregon Institute of Technology (OIT)
OIT, Oregon's applied science, polytechnic university, with its main campus in Klamath Falls, has offered programs at HCC since 1987 and in the Portland area since 1983. OIT has a statewide mission to offer applied science and technology degree programs in Oregon and the Pacific Northwest.

OIT's metro campuses offer nine undergraduate degree and one master's degree programs, with dual enrollment agreements with four local community colleges. Students may begin at their local community college and complete their degree at OIT, where small classes and night and weekend options provide needed flexibility to students who work full-time while completing their degree. OIT also serves businesses by upgrading the skills of their engineering, technology, management, health care and renewable energy workforce.

OIT is challenged at HCC by limited space for growing enrollment, and inadequate lab and student project space to accommodate its hands-on programs. Conceptual plans have been developed to renovate existing space, add new classroom and lab space, or develop new facilities. OIT's leadership is considering expansion options.

North Clackamas Parks and Recreation District (NCPRD)
NCPRD owns seven acres at HCC, including land for North Clackamas Aquatic Park and surrounding parking. It has been involved with the site since the late 1980s when plans included building a regional park and aquatic facility in conjunction with county efforts to build a flood control facility to minimize the flooding of Mt. Scott and Kellogg creeks.

Regional Park -- When NCPRD was formed in 1990, extensive consideration was given to programming recreational facilities, including the construction of a regional park and aquatic facility on land owned by Clackamas County.

Funding to develop this regional park was promised to voters when NCPRD was formed. Public meetings were held, and North Clackamas Aquatic Park and a small neighborhood park were built adjacent to Harmony Road. However, Clackamas County discovered significant environmental contamination on the property from previous owners (horse stables, dry cleaners, septic systems, rubber tires and extensive debris across the site), primarily in the location of the planned athletic fields. After a lengthy clean-up process, the Oregon Department of Environmental Quality determined that the most effective remedy was to aerate the contaminated soil over a long period of time and sample on-site groundwater wells.

Because NCPRD could not build on the site for at least 10 years, money for area development was redistributed and used to build seven neighborhood parks and athletic fields in other locations.

The Harmony unified vision and site planning processes between 2007 and 2009 were the first formal efforts resulting in a significant change to the proposed recreational uses. Recreation plans for the park area now call for less intense uses and include preservation of most of the 80-plus acres of open space for natural resource appreciation, more passive recreation, enhancement and restoration.

North Clackamas Aquatic Park -- On June 9, 1994, North Clackamas Aquatic Park opened to rave reviews. For the first three years, revenues exceeded projections. Over time,

however, attendance declined and operating costs grew. In 2004, recognizing the declining revenue and its impact on NCPRD's ability to fund current and future services, the Clackamas County Board of Commissioners, acting as the NCPRD Board of Directors, created a task force to facilitate community discussion and make recommendations about the Aquatic Park. Those recommendations included considering physical enhancements to the current facility and developing new partnerships.

NCPRD has worked to implement the recommendations.

- In 2006, NCPRD issued a request for qualifications to build the recommended fitness facility. East Side Athletic Clubs was selected and asked to submit a proposal, followed by negotiations. Development of a contract was postponed, however, pending the outcome of the Harmony visioning and conceptual master planning public process.

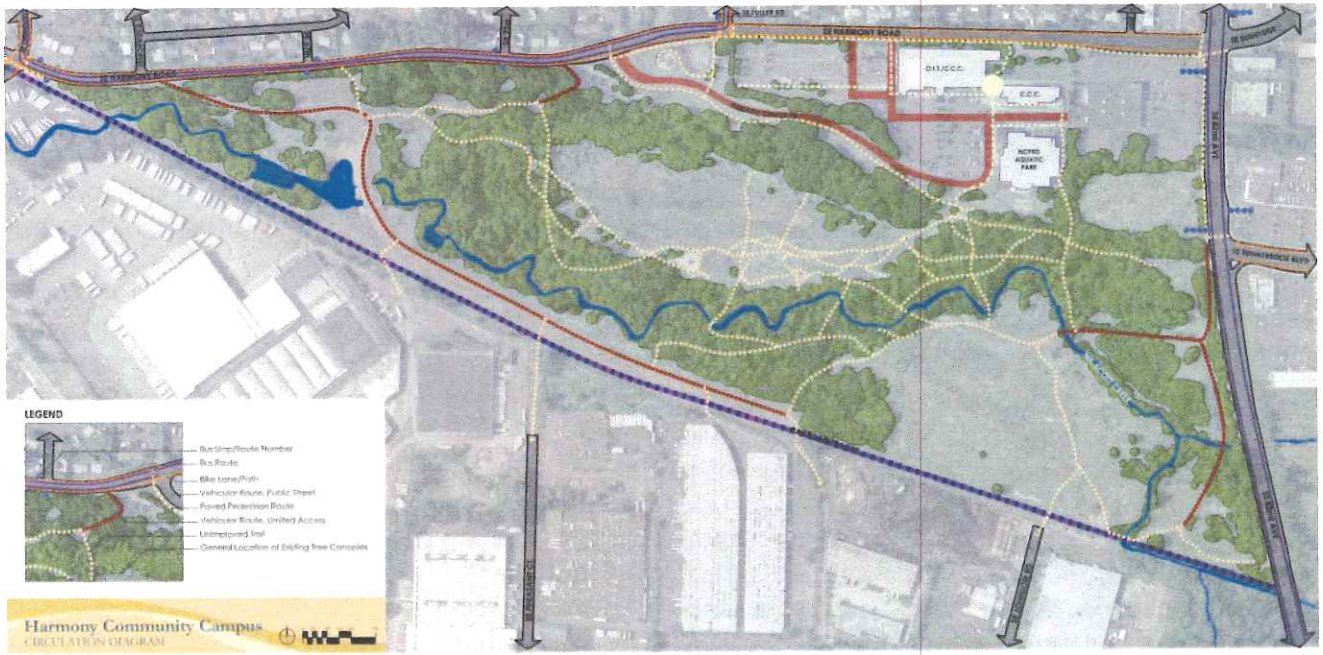
- Other improvements included a 29-foot indoor climbing wall, an energy audit and conservation improvements, and developing sponsorship opportunities.

3. Regional Context

Transportation Systems

The need to access recreational and educational resources at HCC is part of a larger regional discussion on how to provide travel alternatives to and through the area. The HCC Conceptual Master Plan effort highlighted the need for an approach to travel options that respects the natural environment. Connectivity to regional systems, such as the light rail Green Line, I-205 multi-use path and local street network, is key to the success of the campus and the region as a whole.

Plans to increase housing and employment densities in the Clackamas Regional Center area, of which HCC is a part,



place a high priority on providing safe, efficient travel

options for the local and regional communities balanced with the desire to foster the natural environment. To support the planned increase in density, transportation plans call for improvements to Harmony Road and a west extension of Sunnybrook Boulevard. In keeping with those plans, in October 2006 Clackamas County initiated the Harmony Road Transportation Corridor Project – a federal process designed to result in an Environmental Impact Study (EIS) for road improvements to address traffic needs projected for 2030. In 2007, the Board of Commissioners chose to transition out of the federal process to a localized approach with more flexibility in design and scale that allows the county to address transportation needs as they arise.

The Clackamas Regional Center Transportation Management Association (TMA), made up of local businesses and government agencies, coordinates efforts to improve area transportation opportunities. The TMA's mission is to promote the use of alternative forms of transportation, reduce congestion and improve internal mobility, thereby providing reasonable and safe access for all to the Clackamas Regional Center business area.

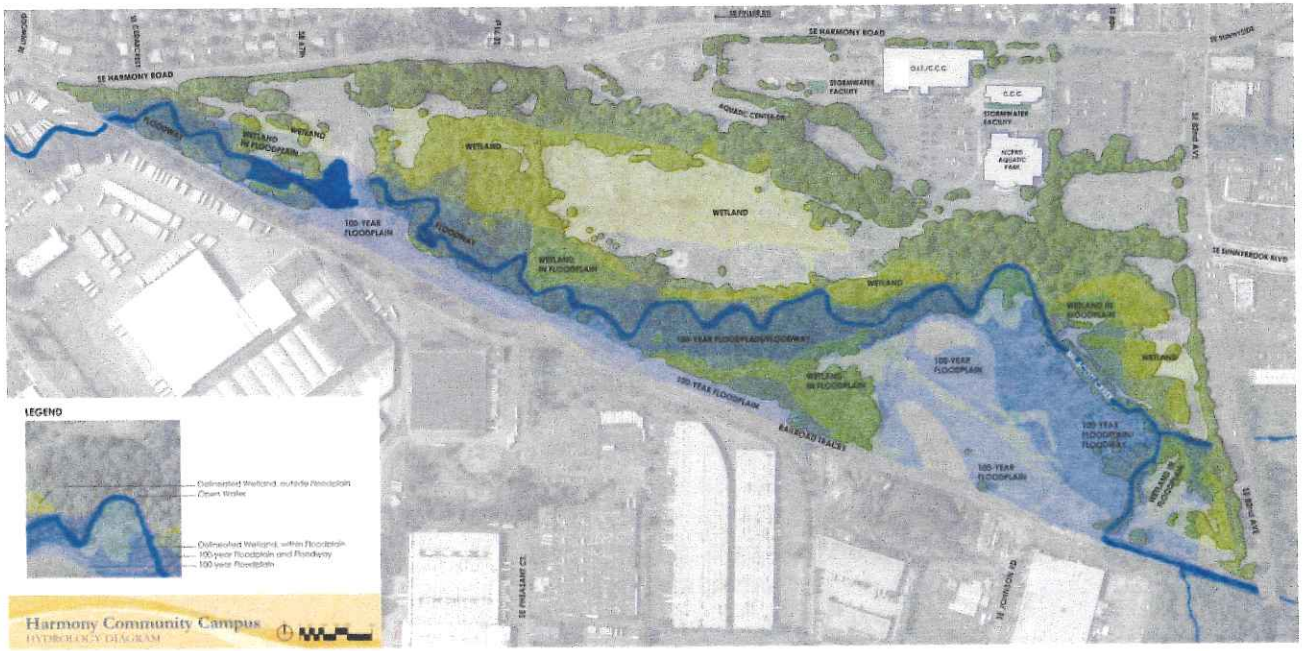
Natural Resources

More than 20 years of interest in this site has resulted in significant research into the natural resources on and around it and the site's listing as regionally significant habitat by Clackamas County.

With a mix of urban development, woodland forests, open meadows, wetlands, streams and an extensive riparian corridor, HCC offers a variety of environments for public use and wildlife habitat, including:

- More than 20 fish species, including coho and steelhead, which are listed as threatened species under the Endangered Species Act.
- More than 50 species of birds and 18 types of wildlife.

The site's large contiguous open space with grassland, wetland, riparian, oak woodland and mixed forest habitats, provides large woody debris recruitment, migratory bird nesting habitat, water quality benefits and temperature control for Mt. Scott Creek.



Short- and long-term conceptual site plans take natural resources factors into consideration factors including:

- Substantial public input and desire to access and protect the area.
- Environmental regulations including the Endangered Species Act and Metro Title 3 and 13 requirements.
  - Operation and maintenance of the flood control facility built in the 1990s to alleviate severe flooding.
  - Improved stormwater management of existing and future built environments.
  - Ongoing restoration of the natural resources on site.

Education

HCC academic partners provide workers with the critical skills they need to succeed in business and industry, and the ability to adapt to a changing economy that supports renewable energy and sustainability. HCC helps prepare students for emerging careers in renewable energy, sustainability, manufacturing and mechanical engineering, health informatics and health care. In addition, the education anchors at HCC have strong academic, work force, economic and business development partnerships that ensure their ability to contribute to the vitality of the economy, environment and community.

Oregon Institute of Technology

OIT is a leader in applied engineering, technology, management, health care and renewable energy education. OIT's programs contribute to a regional education portfolio that includes five community colleges, Portland State University (PSU), other Oregon State University Extension activities and a multitude of private colleges. OIT's distinct regional niche is service to transfer students and working adults in emerging technology fields, with a high probability of employment and graduate success. OIT also supports strong industry partnerships, offering continuing education, applied research and business incubation opportunities.

Clackamas Community College

Expanded educational offerings at HCC around renewable energy, manufacturing and health care, create career and academic pathways that help students progress from area high schools to two-year programs at CCC to four-year programs at OIT, and Oregon Health and Science University. CCC has agreements with other universities around the state to accept approved transfer credits, which provides a seamless and sustainable pathway for students to complete their academic and career goals. HCC is also home to the state's largest drivers education program, vital adult education programs, community education classes and an evening/weekend business degree program offered by PSU.

Eastern Oregon University

Another member of the Oregon University System, Eastern Oregon University (EOU) has a presence in the Portland metro area and HCC. In the Portland region, EOU offers a combination of onsite courses at Mt. Hood Community College, distance education and degree programs in partnership with Portland, Mt. Hood, Clackamas and Chemeketa Community Colleges.

Economic Development

HCC enhances the regional economy by creating jobs, putting people to work, developing new industry skills and creating a more sustainable economy for the future.

Whether it's renewable energy or health care, the educational offerings at HCC are vital to Oregon's long-term strategy of building globally competitive industry clusters that support sustainable prosperity for Oregonians.

HCC is also home to the Small Business Development Center (SBDC). SBDC offers regional businesses confidential business counseling and training in small business management, marketing, financing and other related services. In one year (October 2007 – September 2008), SBDC served 819 clients from Clackamas County. Approximately 60 percent of these clients were already in business and received confidential business counseling or training. The other 40 percent received start-up assistance and help assessing the feasibility of their business ideas.

The North Clackamas Chamber of Commerce (NCCC) is also centered at HCC. NCCC serves the cities of Milwaukie, Gladstone, Happy Valley, Damascus and Johnson City, and unincorporated areas of Clackamas, Sunnyside, Carver, Boring, Barton and Oak Grove. Chamber goals include creating a strong area economy, business advocacy and political action, and promoting the community.

4. Community Engagement

There has been in-depth community involvement with the Harmony site and/or related projects since 2006.

The Harmony Community Campus Conceptual Master Plan was developed through an extensive community-based public outreach process involving hundreds of participants over nearly two years, beginning in 2007. Neighbors, students, faculty, businesspeople, adjacent and nearby jurisdictions, and campus visitors participated through a range of in-person and Web-based activities. This section provides a summary of that public involvement process and results. This report is impacted by input collected since October 2006, through the Environmental Impact Statement process and the Harmony visioning meetings to address necessary infrastructure improvements.

HCC partners used a range of avenues to communicate with stakeholders throughout three cycles of public outreach described below. The project Web site (www.harmonyvision.org) was frequently updated with meeting dates, feedback results, meeting materials and draft products. Information was also mailed to more than 3,600 stakeholders and interested parties at critical junctures in the process. Public meetings were publicized in the *Clackamas Review*, *Citizen News* (a county newsletter mailed to all 370,000 county residents), the NCPRD *Healthy Living* guide and other media outlets and e-mail lists.

a) Unified Vision

Between September 2007 and January 2008, community engagement efforts focused on developing a unified vision. Partners hosted three town hall meetings and an online comment form. More than 200 people participated in the meetings and commented online. This process led to the HCC vision, purpose, mission and guiding principles described in the following section.

b) Vision to Reality

Between November 2008 and February 2009, community outreach efforts were designed to move the vision to reality:

1) Present the recommended vision, purpose, mission and guiding principles; and
2) Obtain development-level guidance before initiating conceptual master plan improvements. HCC partners presented information and provided questionnaires to 18 community organizations.

Participants reconfirmed their support for the guiding principles and helped shape future outreach efforts.

HCC partners also heard the community's support for the following engagement and development strategies:

- Communication
- Collaboration
- Business engagement
- Integration between the campus and adjacent community
- Transit as essential
- Concurrent benefits to the environment, community and economy
- Recognize/engage the community
- Respect the natural environment

c) Conceptual Master Plan

These concepts were incorporated into plans for the HCC during sustainability charrettes in January and February 2009. HCC partners and their leadership teams reviewed key issues and discussed a preliminary Plan framework.

Public meetings in February and April 2009 provided the community with face-to-face opportunities to participate in the Conceptual Master Plan process. More than 140 participants reviewed and commented on core elements of the Plan, including:

- Healthy living/recreation,
- Transportation choice,
- Sustainability/smart growth and
- Lifelong learning/economic development.

Hundreds of comments were collected through community displays, the project Web site and an online questionnaire.

Feedback from the meetings significantly influenced the final vision, purpose, guiding principles, sustainability goals and concepts. Examples include:

- Replacing sports fields in the park area with less intensive uses, such as disc golf, nature viewing stations and multi-use trails.
- Redesigning Sunnybrook Boulevard extension to be smaller, more environmentally sensitive and greatly reduce impact on trees and other natural features.
- Multi-modal travel options, including transit, bicycle and pedestrian facilities and connections to reduce the number of car trips to and through the campus.
- Improved signage to invite the community to access campus educational and recreational opportunities.

5. Harmony Unified Vision

The Conceptual Master Plan process was intended to solidify plans for what has been recognized as increasingly valued space. Education, transportation and roads, parks and greenspace, economic development and business, and healthy living each play a part in the bigger picture.

Vision: The Harmony Community Campus is a model for sustaining the vitality of the economy, environment and community in Clackamas County and region.

Purpose: To increase opportunities for community members to learn, enhance health and fitness, observe and enjoy nature and gather together.

Mission: The Harmony Community Campus will be a model for a healthy economy, incorporating a variety of educational opportunities, alternative energy uses and green development practices. It will provide resource protection, conservation and alternative transportation, and will enhance natural habitats and the ecology of the area. People will be encouraged to use public transportation, bicycles, walk or carpool to access the area.

Guiding Principles

What We Do:

- Provide lifelong learning
- Demonstrate sustainability
- Ensure environmental stewardship
- Support economic development
- Promote healthy living

How We Do:

- Ensure transportation choice and accessibility
- Utilize *Smart Growth* principles
- Demonstrate shared leadership and responsibility
- Model collaboration, cooperation and civic engagement

Goals

- Provide people with the skills and pathways they need to pursue successful careers in health sciences, information and engineering technology, energy efficiencies and renewable energy.
- Foster a culture of sustainability through recreation, education, workforce training, campus management practices, citizen education and community collaboration.
- Be a driving force for sustainable economic development practices in Clackamas and the region.
- Ensure future facility designs meet and exceed green building guidelines.
- Be a demonstration site for emerging renewable energy technologies and sustainable practices.
- Develop a dynamic, living laboratory that promotes preservation and environmental stewardship.
- Create an integrated and environmentally sensitive approach to stormwater and infrastructure management.
- Encourage a variety of transportation options to ensure safe, flexible, environmentally-responsible access to, within and through the campus and community.
- Enhance the opportunities to recreate ensuring both people and ecology thrive.
- Develop a dynamic strategy for generating unified approaches to seeking and securing resources to move the Harmony Community Campus Vision forward.

6. Opportunities for Shared Resources

At the Harmony Community Campus, CCC, OIT, NCPRD and Clackamas County have the unique opportunity to share and develop collective resources for the benefit of the community as a whole. Current partnerships will be strengthened and new ones cultivated.

Academic and Community Partnerships

With the recent addition of the Center for Health Education, CCC reinforces its commitment to its regional health professions partners. In conjunction with the Clackamas County Health Department, CCC is bringing together the local community, regional business partners and agencies to produce much needed health and wellness clinics.

OIT is leading the region and state with its renewable energy engineering program. With the emerging development of its Green Technology and Industry Innovation Center on the campus, OIT will provide the region's high school and community college students, and employees of industry partners, with a pathway to great jobs in renewable energy, green buildings, smart grid technologies, green manufacturing, information technology, operations management, health informatics and other rewarding careers.

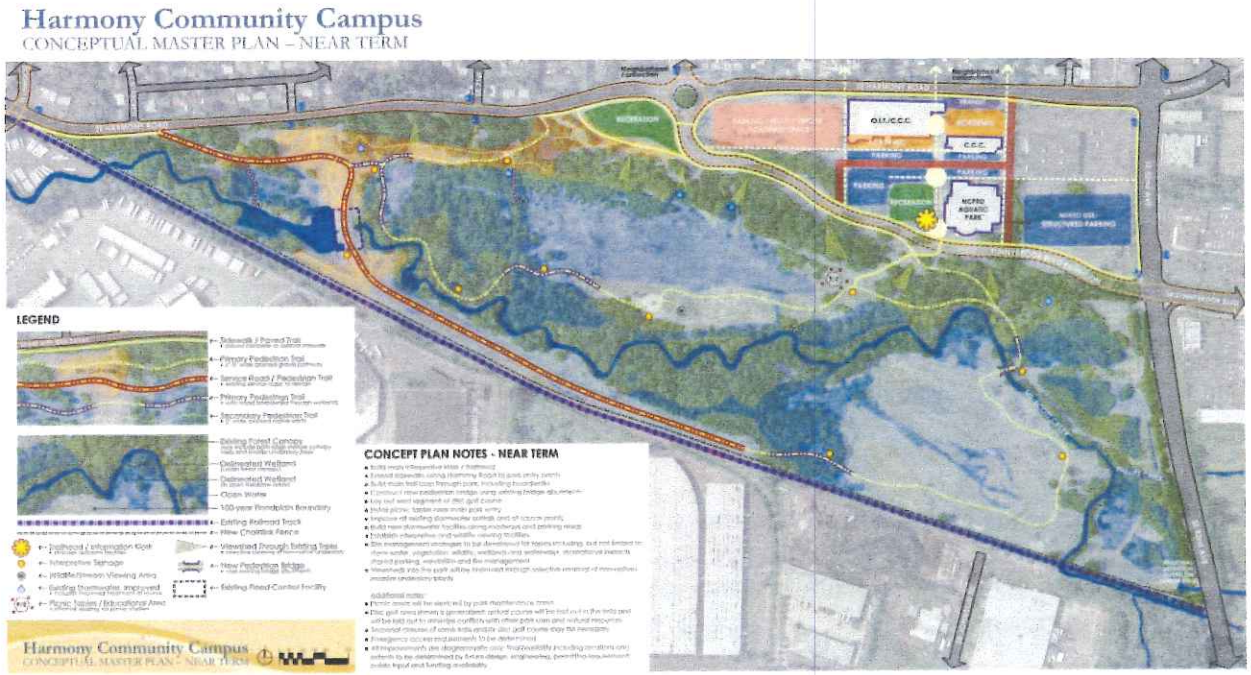
North Clackamas School District also continues to be a strong community and academic partner.

Recreation

The existing North Clackamas Aquatic Park and open space continue to provide the community with recreation opportunities. With the proposed improvements and access to the open space, recreational opportunities will expand for both passive and active participants, in connection with other recreational public agencies and business partners.

Transportation and Parking

Access to and around the campus is vital for the success and growth of the campus and the region. Efforts are under way to improve vehicular, bicycle and pedestrian access to campus facilities and park area by improving transportation corridors and connecting to regional mass transit systems. Planned transportation corridors include a scaled-back Sunnybrook Boulevard extension, which will provide needed mobility to and through the campus area.



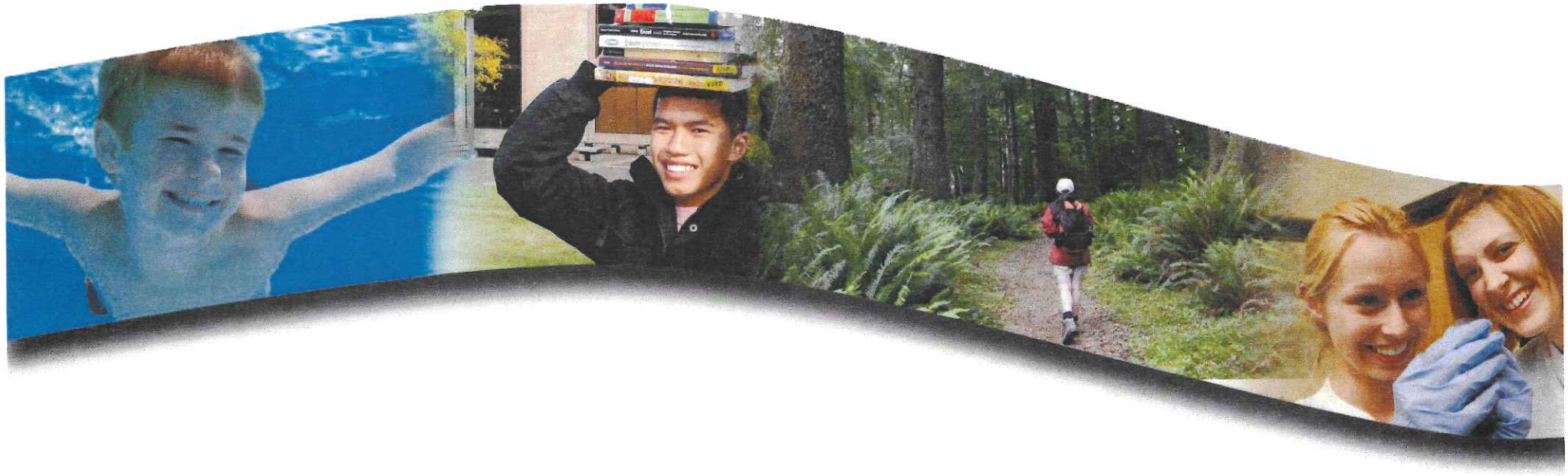
Sustainability

As a regional model, the campus will continue to provide leadership in sustainable practices. Clackamas County's sustainability standards will be applied and efforts will be made to centralize utilities and reuse water on site.

The campus also has the potential to serve as a demonstration site for OIT renewable energy program projects. The open space area could be used for storm water for management practices and environmental education.

TriMet's new I-205 Green Line light rail project from Gateway Transit Center in southeast Portland to Clackamas Town Center provides the most recent regional connection to HCC. Shared parking will be developed on the campus along with alternative modes of transportation, such as biking, carpools and CCC shuttles, which will be reinforced and expanded over time.

To Learn More:
www.harmonyvision.org



Appendices

A Aerial View of Harmony Community Campus (HCC)

B Aerial View of Clackamas Regional Center

C HCC Circulation Diagram

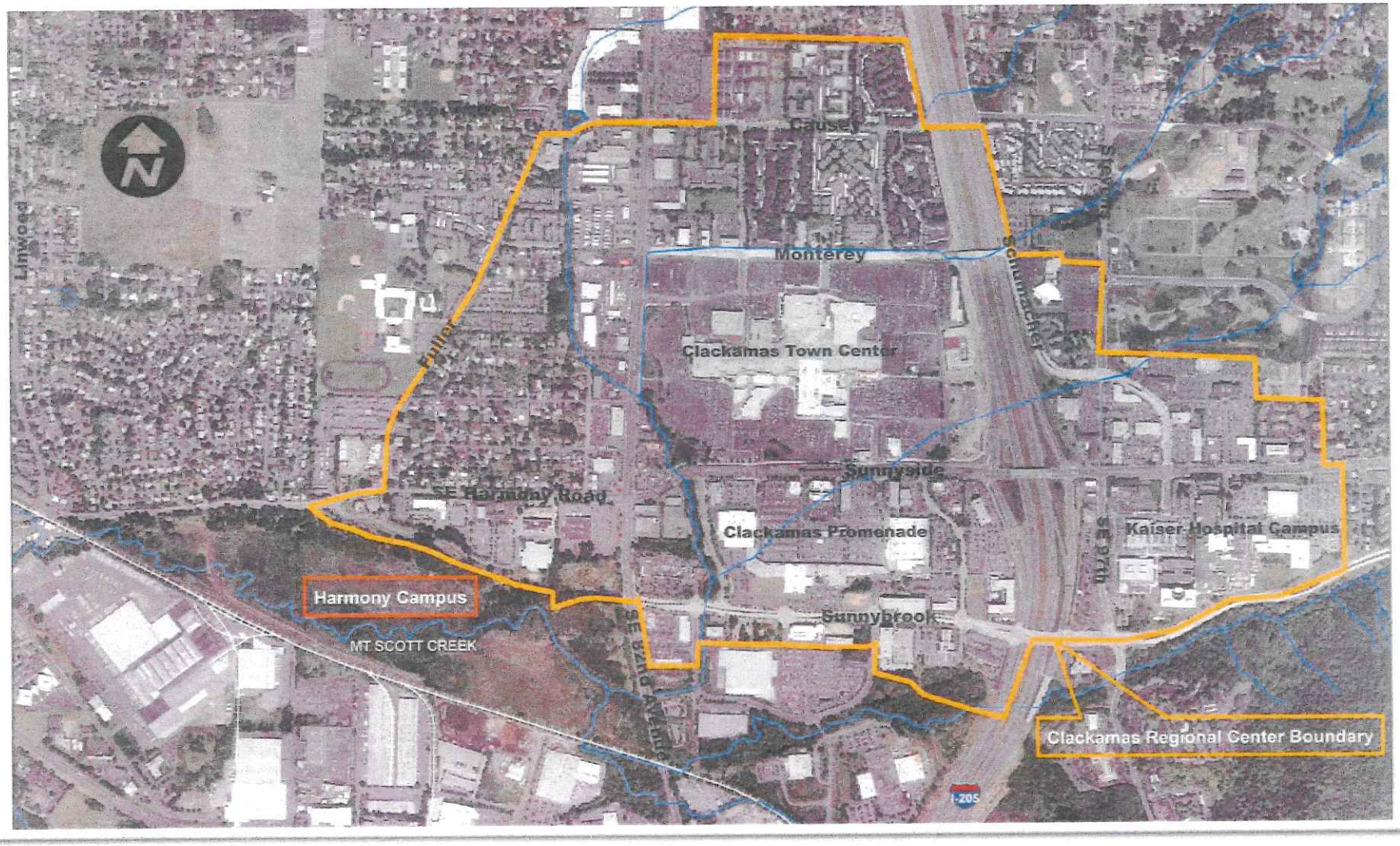
D HCC Hydrology Diagram

E Map of HCC Near-Term Conceptual Master Plan

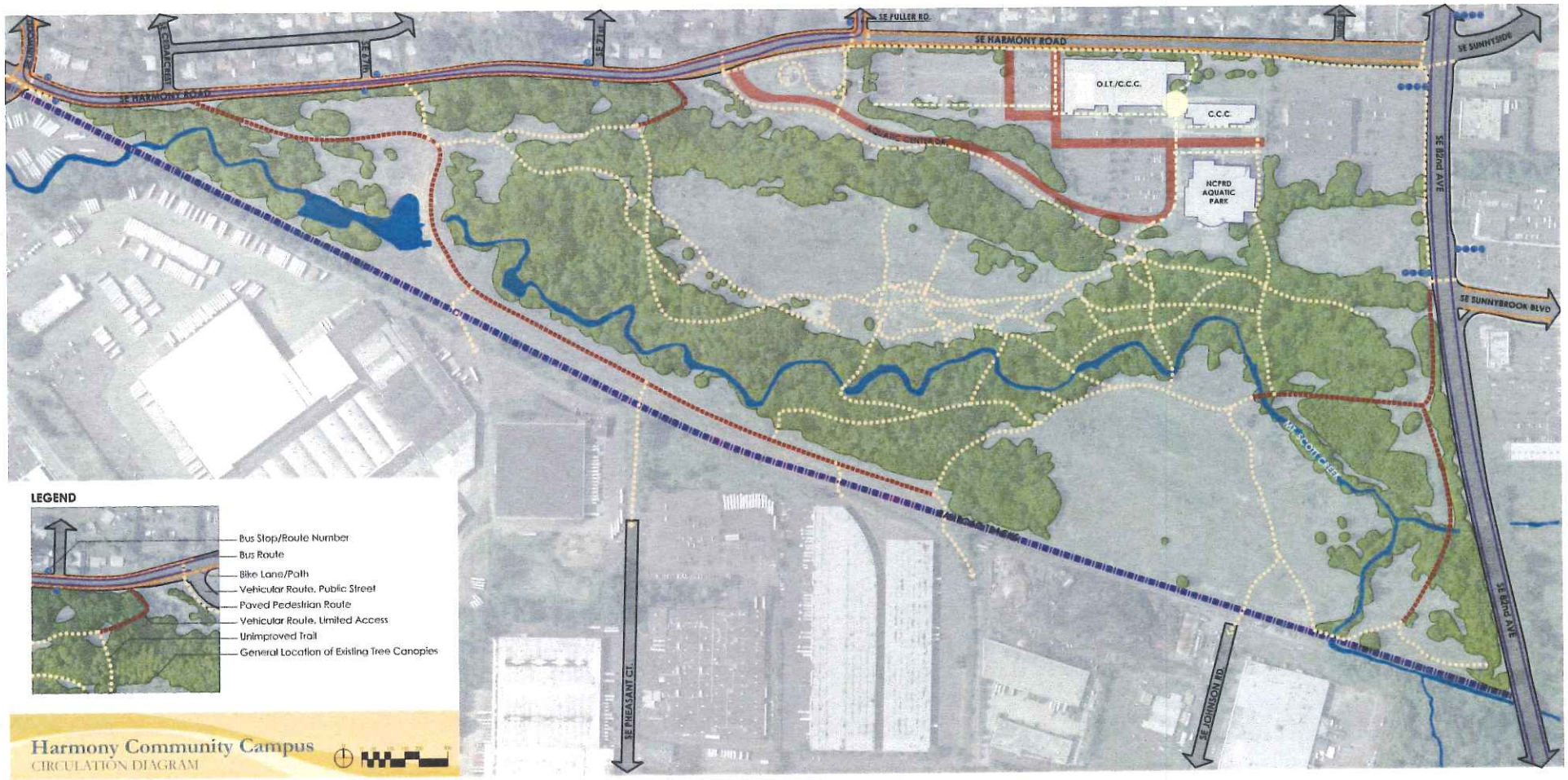
F Map of HCC Far-Term Conceptual Master Plan

Appendix A, Aerial View of Harmony Community Campus

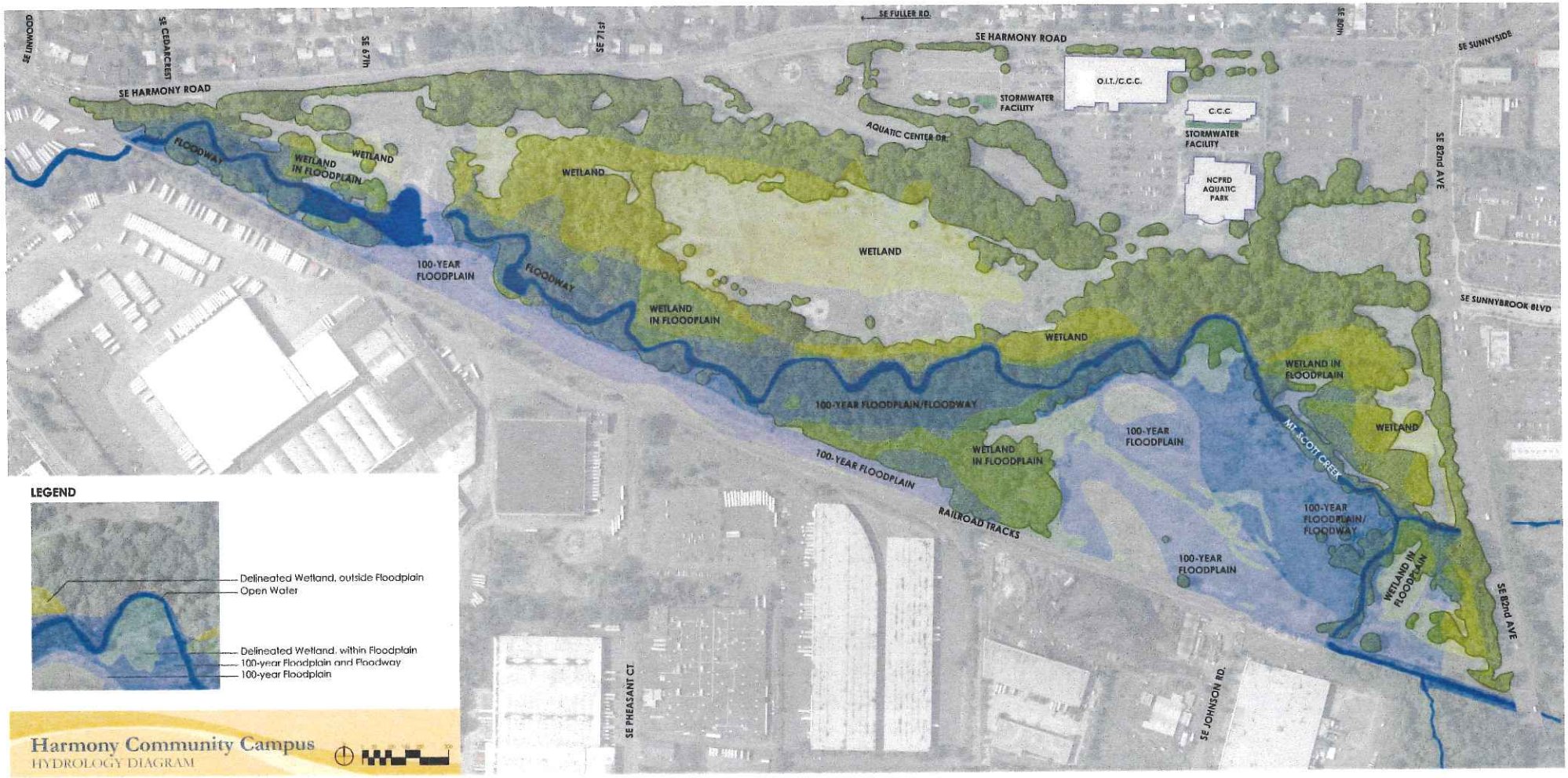
Appendix B, Aerial View of Clackamas Regional Center
The Harmony Community Campus is in the lower left quadrant of the picture and Clackamas Town Center is in the center.



Appendix C, Harmony Community Campus Circulation Diagram



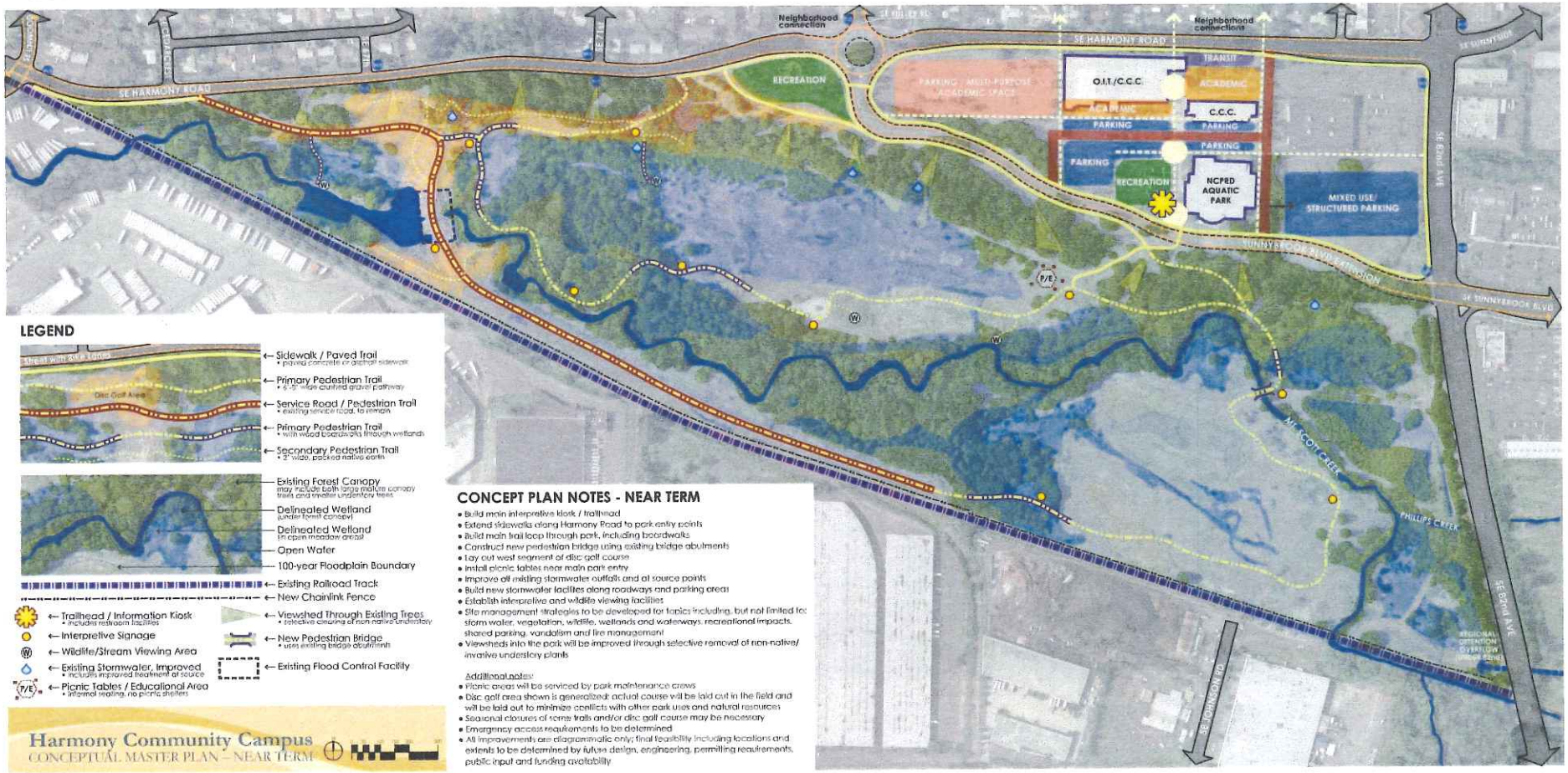
Appendix D, Harmony Community Campus Hydrology Diagram



Appendix E

Harmony Community Campus

CONCEPTUAL MASTER PLAN – NEAR TERM



LEGEND

- Sidewalk / Paved Trail
  - paved concrete or asphalt sidewalk
- Primary Pedestrian Trail
  - 6'-9' wide crushed gravel pathway
- Service Road / Pedestrian Trail
  - existing service road, to remain
- Primary Pedestrian Trail
  - with wood boardwalks through wetlands
- Secondary Pedestrian Trail
  - 2' wide, packed native earth
- Existing Forest Canopy
  - may include both large mature canopy trees and smaller understory trees
- Delineated Wetland
  - (under forest canopy)
- Delineated Wetland
  - (in open meadow areas)
- Open Water
- 100-year Floodplain Boundary
- Existing Railroad Track
- New Chainlink Fence
- Trailhead / Information Kiosk
  - includes restroom facilities
- Interpretive Signage
- Wildlife/Stream Viewing Area
- Existing Stormwater, Improved
  - includes improved treatment at source
- Picnic Tables / Educational Area
  - informal seating, no picnic shelters
- Viewshed Through Existing Trees
  - selective clearing of non-native/invasive understory
- New Pedestrian Bridge
  - uses existing bridge abutments
- Existing Flood Control Facility

Harmony Community Campus
CONCEPTUAL MASTER PLAN – NEAR TERM

CONCEPT PLAN NOTES - NEAR TERM

- Build main interpretive kiosk / trailhead
- Extend sidewalks along Harmony Road to park entry points
- Build main trail loop through park, including boardwalks
- Construct new pedestrian bridge using existing bridge abutments
- Lay out west segment of disc golf course
- Install picnic tables near main park entry
- Improve all existing stormwater outfalls at at source points
- Build new stormwater facilities along roadways and parking areas
- Establish interpretive and wildlife viewing facilities
- Site management strategies to be developed for topics including, but not limited to: storm water, vegetation, wildlife, wetlands and waterways, recreational impacts, shared parking, vandalism and fire management
- Viewsheds into the park will be improved through selective removal of non-native/ invasive understory plants

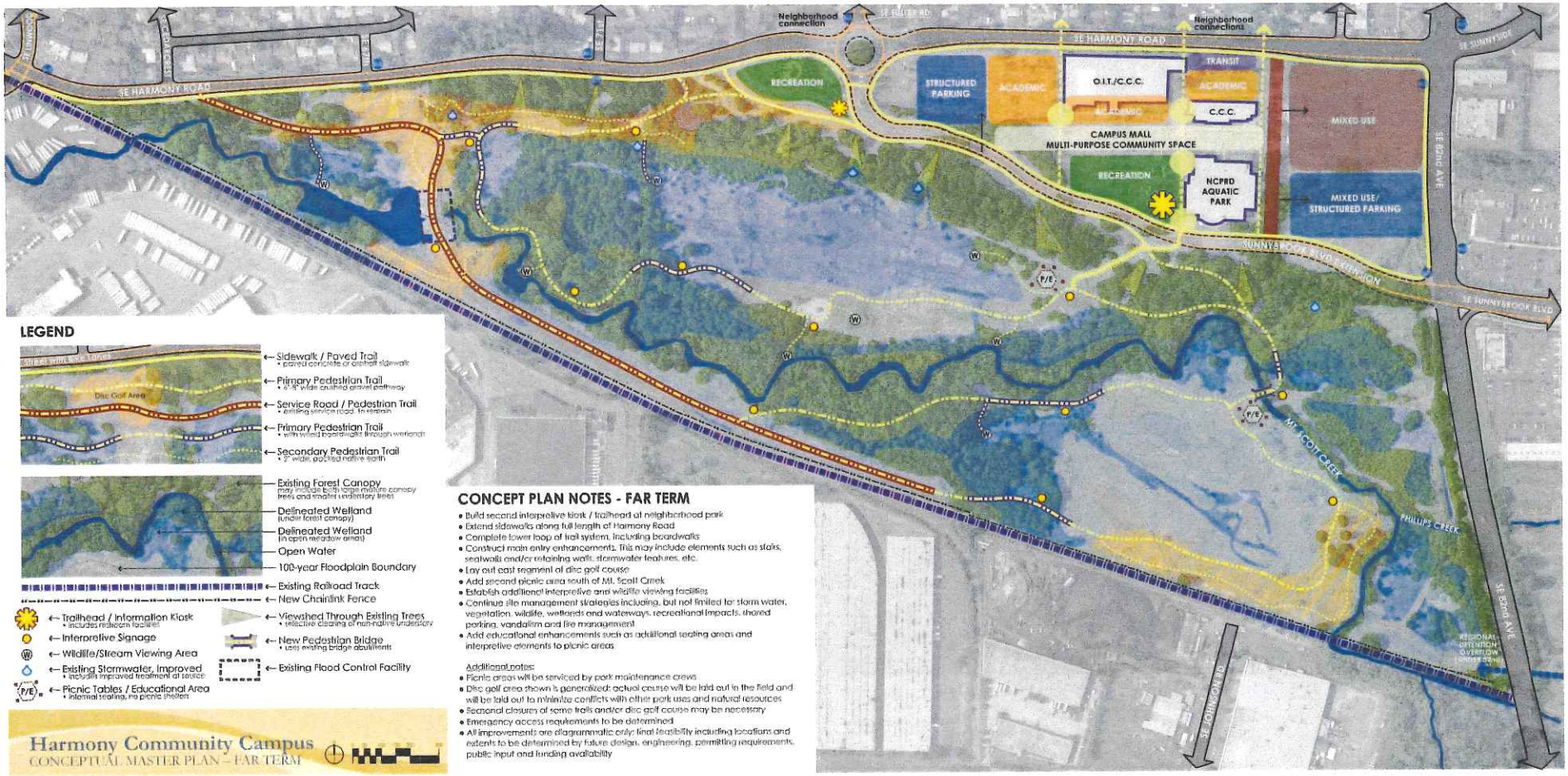
Additional notes:

- Picnic areas will be serviced by park maintenance crews
- Disc golf area shown is generalized; actual course will be laid out in the field and will be laid out to minimize conflicts with other park uses and natural resources
- Seasonal closures of some trails and/or disc golf course may be necessary
- Emergency access requirements to be determined
- All improvements are diagrammatic only; final feasibility including locations and extents to be determined by future design, engineering, permitting requirements, public input and funding availability

Appendix F

Harmony Community Campus

CONCEPTUAL MASTER PLAN – FAR TERM



LEGEND

- Sidewalk / Paved Trail
  - paved concrete or asphalt sidewalk
- Primary Pedestrian Trail
  - 6'-8' wide crushed gravel pathway
- Service Road / Pedestrian Trail
  - existing service road, to remain
- Primary Pedestrian Trail
  - with raised boardwalks through wetlands
- Secondary Pedestrian Trail
  - 2' wide, packed native earth
- Existing Forest Canopy
  - may include both large mature canopy trees and smaller secondary trees
- Delineated Wetland (under forest canopy)
- Delineated Wetland (in open meadow areas)
- Open Water
- 100-year Floodplain Boundary
- Existing Railroad Track
- New Chainlink Fence
- Trailhead / Information Kiosk
  - includes restroom facilities
- Interpretive Signage
- Wildlife/Stream Viewing Area
- Existing Stormwater, Improved
  - includes improved treatment at source
- Picnic Tables / Educational Area
  - informal seating, no picnic shelters
- Viewshed Through Existing Trees
  - selective clearing of non-native understory
- New Pedestrian Bridge
  - uses existing bridge abutments
- Existing Flood Control Facility

Harmony Community Campus
CONCEPTUAL MASTER PLAN – FAR TERM

CONCEPT PLAN NOTES - FAR TERM

- Build second interpretive kiosk / trailhead at neighborhood park
- Extend sidewalks along full length of Harmony Road
- Complete lower loop of trail system, including boardwalks
- Construct main entry enhancements. This may include elements such as stairs, seatwalls and/or retaining walls, stormwater features, etc.
- Lay out east segment of disc golf course
- Add second picnic area south of Mt. Scott Creek
- Establish additional interpretive and wildlife viewing facilities
- Continue site management strategies including, but not limited to: storm water, vegetation, wildlife, wetlands and waterways, recreational impacts, shared parking, vandalism and fire management
- Add educational enhancements such as additional seating areas and interpretive elements to picnic areas

Additional notes:

- Picnic areas will be serviced by park maintenance crews
- Disc golf area shown is generalized; actual course will be laid out in the field and will be laid out to minimize conflicts with other park uses and natural resources
- Seasonal closures of some trails and/or disc golf course may be necessary
- Emergency access requirements to be determined
- All improvements are diagrammatic only; final feasibility including locations and extents to be determined by future design, engineering, permitting requirements, public input and funding availability

Concept Plan for the Largest District Park

A REGIONAL RECREATION PARK

NATURE PARK FACILITIES
Walking/Jogging Trails
Wetlands Viewing
Picnic Areas
Group Picnic Shelters
Restrooms
Play Structure
Parking for 108

SWIMMING POOL/COMMUNITY CENTER
60,000 s.f. Building
2 Indoor Pools
Outdoor Sun Bathing
Parks Administration
Community Classrooms
Parking for 250

SPORTS FIELD COMPLEX
Lighted Softball Fields
Lighted Soccer Fields
Tennis Courts
Concession Stand
Spectator Bleachers
Group Picnic Shelter.
Restrooms
Parking for 245

THE PLAN

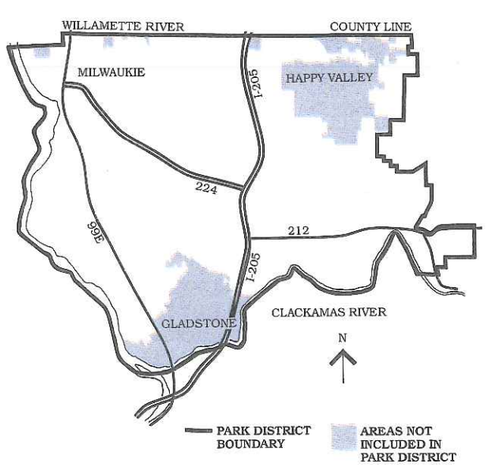
HOW CAN WE GET THESE PARKS BUILT IN OUR AREA?

The North Clackamas Urban Parks Task Force is recommending that a Parks and Recreation Service District be formed to provide parks for the entire North Clackamas Area.

A ballot measure will be placed before the voters in November of 1990 for the approval to form and fund such a district.

WHAT AREAS WOULD THIS PARKS DISTRICT SERVE?

The Parks District would include the City of Milwaukie and unincorporated areas east of the Willamette River and north of the Clackamas River. It would not include the cities of Happy Valley or Gladstone.



WHAT KINDS OF FACILITIES WILL THE DISTRICT BUILD?

- ***A Regional Recreation Park***
- ***10 Neighborhood Parks***
- ***9 Miles of Walking and Biking Paths***
- ***75 Acres of Natural Area Along:***
  —Forested, hillside areas
  —Stream corridors
  —Wetlands and open space
- ***2 Riverfront Parks (Willamette and Clackamas Rivers)***
- ***Improvements to Existing School District Sports Fields***
- ***Expansion to the Milwaukie (Senior) Center (in conjunction with the City of Milwaukie)***

WHAT WILL THE REGIONAL RECREATION PARK INCLUDE?

- ***An Indoor Swim Center:***
  —A large, free-form recreational pool
  —An 8-lane, 25-yard lap pool
  —A wading pool and a therapeutic pool
  —Community rooms
- ***A Sports Field Complex:***
  —4 lighted softball/baseball fields
  —2 lighted soccer fields
  —2 multi-purpose fields (softball/soccer)
  —Locker rooms/concession stand
- ***45 Acres of Wetland Natural Areas***

WHAT CAN THE PARKS AND RECREATION DISTRICT DO?

- ***Acquire land for open space and parks***
- ***Develop parks and recreation facilities***
- ***Maintain and operate all new parks***
- ***Maintain existing City of Milwaukie parks***
- ***Maintain, operate, and expand the Milwaukie (Senior) Center***
- ***Run summer recreation programs for children***
- ***Coordinate and schedule fields for athletic leagues***

HOW SOON CAN THESE PARKS BE BUILT?

Once the District is formed, land will be acquired immediately for parks. The Swim Center and Sports Fields Complex will be open to the public by early 1993.

The neighborhood parks will be developed between 1991 and 1996.

WHAT ABOUT MAINTENANCE AND SAFETY?

Safe and well-maintained parks are a high priority for the area.

A staff of 60 will maintain the parks, pick up litter, provide security, prevent vandalism, provide recreational programs, and operate the senior center and Swim Center.

All parks facilities will be carefully designed and well-monitored to prevent vandalism and other criminal activities.

COSTS

HOW MUCH WILL THE NEW PARKS IMPROVEMENTS COST?

It will cost approximately $16,000,000 to acquire the land and develop the parks and recreation facilities described above.

HOW WILL WE PAY FOR THESE IMPROVEMENTS?

Approximately $5,200,000 will be paid for with:

- ***Corporate donations***
- ***Donations from private individuals***
- ***Tax increment finance funds***
- ***Federal and state grants***
- ***Non-profit corporation grants***
- ***Volunteer efforts and fundraisers***

The remaining $10,800,000 will be paid for with long-term bonds. A 15-year bond sold in 1991 will allow most of the parks improvements to be made during the first five years of the district. The bond will be repaid from the parks district's tax base, which is supported by property tax revenues.

HOW WILL WE PAY FOR MAINTENANCE AND OPERATIONS?

The Park District's tax base will also pay for the maintenance and operations of all existing and new parks in the North Clackamas area. This tax base is permanent and dedicated exclusively to North Clackamas Area parks, recreation, and senior centers. These funds cannot be used for other services or facilities.

WHAT WILL IT COST ME?

The District's $2,000,000 tax base will be supported by a tax rate of 66¢/$1000 of assessed value. This is equal to $3.85 per month for the owner of a $70,000 home or about $46.20 a year.

Approximately half of the tax base will be used to build the new parks and recreation facilities. The other half will be used for maintenance and operations.

WILL ANY OF THE IMPROVEMENTS HELP PAY FOR THEMSELVES?

Yes. Both the Swim Center and the Sports Field Complex will be partially supported by user fees. Swim Center fees would average $2.00 a day for an adult who lives in the District and would be twice as much for those who live outside the District.

The Swim Center's combination of a lap pool and a recreational pool is very cost effective. The two large pools can be used for many purposes including lap swimming, competitive swimming, swimming lessons, water exercise classes, water games such as water polo or volleyball; and free-play, water recreation. The wading pool and therapeutic whirlpool are also heavily used.

Because of this varied use, the Swim Center will recover between 85 and 95% of its operating costs from user fees. Traditional lap pools, on the other hand, only recover 35% of their costs.

CITIZEN INVOLVEMENT

WHOSE IDEA WAS THIS?

The Parks and Recreation Plan for the North Clackamas Area is a people-generated plan. Over the past couple of years, residents have helped shape the plan by:

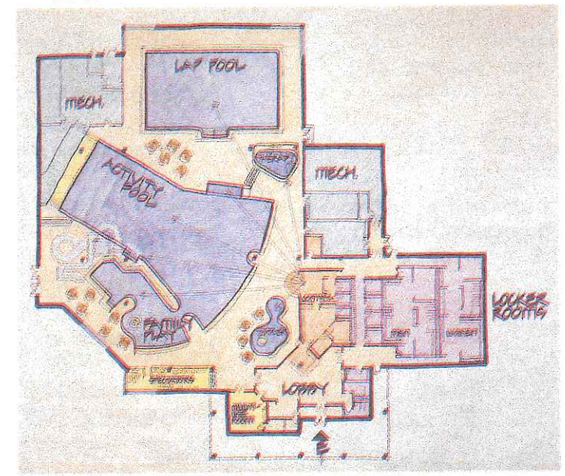
- ***attending public meetings***
- ***participating in small focus groups***
- ***responding to 2 telephone surveys of more 900 registered voters***
- ***filling out informal surveys***

Last fall, a 30-member Parks Task Force was formed to create a parks plan for the North Clackamas Area. The task force members come from a wide range of backgrounds and interests. Some are homemakers; others, business people. Some have young children; some are senior citizens. All of them, however, are committed to the creation of a Parks and Recreation District for the North Clackamas Area.

The Task Force listened to their fellow residents and developed a draft parks plan that they believe meets the needs of people of all ages, shapes, and sizes in the North Clackamas Area.

PARKS & RECREATION

FOR THE NORTH CLACKAMAS AREA



AQUATICS COMPLEX

THE NEED

WHY PARKS? WHY NOW?

The North Clackamas Area, once a sleepy, rural residential community, has grown into a rapidly-developing, suburban area.

Many people are concerned about the lack of parks and open space in our community. With the exception of Meldrum Bar Park, North Clackamas Park, and a handful of smaller, neighborhood parks, there are virtually no public recreational facilities in the area.

A number of residents and businesses are concerned that soon there will be no open spaces left for new parks. These people point out that NOW is the time to develop:

- ***Playgrounds where children can play safely***
- ***Walking trails that are separate from roadways***
- ***Pools for competitive and recreational swimming***
- ***Parks that take advantage of our two beautiful rivers***
- ***Soccer and softball fields for athletic competition***
- ***Natural areas where we can enjoy the outdoors and preserve wildlife***

These and other parks facilities will improve our community's quality of life and give residents places to relax, play, exercise, enjoy nature & socialize.

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