

After recording return to:  
Robert Oberst  
Multnomah County Property Management  
401 N. Dixon Street  
Portland, Oregon 97227

Tax Statements to:  
Robert Oberst  
Multnomah County Property Management  
401 N. Dixon Street  
Portland, Oregon 97227

I HEREBY CERTIFY THIS TO BE A TRUE  
AND ACTUAL COPY OF THE ORIGINAL  
RECORDED November 19, 2001  
FEE NO. 2001-184585  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
PACIFIC NORTHWEST TITLE  
BY \_\_\_\_\_

2:06 PM

**SPECIAL WARRANTY DEED WITH RESTRICTIVE COVENANTS**  
(Rivergate Industrial District)

THE PORT OF PORTLAND, a port district of the State of Oregon (hereinafter the "Grantor"), conveys and specially warrants to Multnomah County, a municipal corporation organized under the laws of the State of Oregon (hereinafter the "Grantee"), the real property described on **Exhibit A**, attached hereto and incorporated herein (hereinafter the "Property") which Property is located within an area commonly known as the Rivergate Industrial District and is free of encumbrances created or suffered by the Grantor except as specifically set forth herein.

The true, actual, and whole consideration for the transfer is Four Million Six Hundred Forty Five Thousand and no/100 dollars (\$4,645,000.00).

The above-described Property is conveyed subject to the exceptions, exclusions, encumbrances, and stipulations which are ordinarily part of a standard owner's policy title insurance and excepting the following special covenants and restrictions (collectively referred to as "Permitted Encumbrances") as specifically set forth on **Exhibit B** attached hereto and incorporated herein.

This Deed is also subject to all the "Restrictive Covenants" set forth below in this Deed which shall remain in force, as provided by law, and may be enforced by the Grantor, its successors or assigns either by action at law or suit in equity. The Grantor shall not be responsible or liable to the Grantee or any third parties for enforcement of or for failure to enforce these Restrictive Covenants. Invalidation of any of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect. It is distinctly covenanted and agreed between the parties that all of the covenants, restrictions, and agreements hereinafter expressed shall be held to run with and bind the land conveyed and all subsequent owners and occupants thereof.

**RESTRICTIVE COVENANTS:**

1. The Property shall be subject to the Rivergate Industrial District Development Standards ("Rivergate Standards"), as recorded in Multnomah County Deed Records on March 20, 1995 at Fee No. 95-31707 and recorded on October 4, 1995 at Fee. No. 95-121994 and by reference made a part hereof. There may also be other older Rivergate Industrial District Development Standards already recorded against the Property, but the 1989 standards replace and supersede those older standards, and the older standards shall not apply to the Property and

this Deed. The Grantor agrees to grant to the Grantee such variances from the Rivergate Standards as are reasonable and necessary to construct the Grantee's Corrections Facility.

2. The Grantee shall use this Property for the following purpose: a corrections facility for the incarceration of prisoners and treatment of persons within a secure, locked environment, built and operated in accordance with the Rivergate Standards except those for which the Grantor has granted a variance to the Grantee ("Corrections Facility"). The Grantee agrees that no person shall be taken into custody at the Corrections Facility and that no person shall be released from custody from the Corrections Facility within the Rivergate Industrial Area. Grantee further agrees that all persons being treated at the Corrections Facility will be transported to and from the facility utilizing appropriate security measures established by the Sheriffs Office and Department of Community Justice.

3. If the Grantee, at any time, decides to sell the Property, the Grantee shall notify the Port in writing. Unless the Port notifies the Grantee that the Port is not interested in buying the Property, the Grantee and the Port agree to negotiate in good faith for a period of one hundred and twenty (120) days for the purchase of the Property by the Port. The Grantee shall not negotiate with any other party concerning purchase of the Property during the one hundred and twenty (120) day period and shall not take steps to sell or offer to sell the Property to any other party. If there is no agreement between the parties within the one hundred and twenty (120) day period, the Grantee may sell the Property without restriction. Any waiver of this provision shall not be deemed a waiver of future rights under this provision.

4. Grantee covenants that it shall not use the Property in a manner that will be inconsistent with the use of the adjacent property retained by Grantor and identified as "Tract A - Open Space" on the plat for the Bybee Lake Industrial Park subdivision recorded in the records of Multnomah County, Oregon (the "Adjacent Site") as a wetland and for slope support or otherwise inconsistent with Grantor's obligations under the Consent Decree entered on January 31, 2001 in Case No. CV 97-1674-ST in the matter of Jones v. Thorn (sic), et. al, in the District Court of Oregon, as such may be amended from time to time (the "Consent Decree").

5. No residential or retail use of the Property shall be allowed without approval in writing by the Grantor.

6. The Property is subject to an annual charge for a proportionate share of the cost of maintaining public and common areas, including, but not limited to, landscaping within the road rights-of-way in the Rivergate Industrial District. Such charges shall reimburse the Grantor for all costs incurred and shall be calculated by: (1) determining the percentage that this Property represents of the total acreage sold by or leased from the Grantor within the Rivergate Industrial District; and (2) multiplying the total cost by this percentage, the product of which shall be the amount charged to the subject parcel. Such charges are due on the first day of August of each year based on the costs incurred by Grantor in the prior Fiscal Year (the "Fiscal Year" currently runs July 1 to June 30). Charges for a portion of a year shall be prorated. Any unpaid charge for public and Common Areas maintenance shall be a lien on the Property; provided, however, that any person or entity purchasing or otherwise dealing with this Property may rely upon a certificate signed by Grantor showing the amount of the charge due. The Grantee consents to the installation of landscaping and irrigation in public streets abutting the Property and authorizes the Grantor to make such arrangements as necessary to enter and maintain the public and

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

IN WITNESS HEREOF, Grantor has caused this Deed to be signed by its Executive Director this 15 day of November, 2001.

THE PORT OF PORTLAND

By: Bill Wyatt  
Bill Wyatt, Executive Director

APPROVED BY COMMISSION:

5/13/99, 1/10/01, 10/10/01

STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

This instrument was acknowledged before me on November 15, 2001, by Bill Wyatt as Executive Director of the Port of Portland.



Lorali R Sinnen  
Notary Public for Oregon

My Commission Expires: 01-30-2002

common areas. The Grantee's charges shall be calculated in the same manner as those assessed to other properties similarly situated in the Rivergate Industrial District.

7. Subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Grantee agrees to indemnify, hold harmless, and defend the Grantor from and against all Costs (as defined in Section 8 (c)) incurred by the Grantor or assessed against Grantor under Environmental Laws (as defined in Section 8 (a)), which Costs arise out of, are in connection with, or are a result of the acts or omissions of the Grantee, or the Grantee's officers, directors, agents, representatives, employees, contractors, invitees, or any other person or entity acting by or on behalf of Grantee.

8. As used in this Deed, the following definitions shall apply:

(a) "Environmental Laws" shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances now or hereafter in effect, as the same may be amended from time to time, which in any way govern materials, substances, or products and/or relate to the protection of health, safety, or the environment.

(b) "Hazardous Substances" shall be interpreted in the broadest sense to include any substance, material, or product defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or substances, or any other similar term in or under any Environmental Laws.

(c) "Environmental Costs" shall be interpreted in the broadest sense to include, but shall not necessarily be limited to: (i) costs or expenses relating to any actual or claimed violation of or noncompliance with any Environmental Law; (ii) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (iii) the cost, expense, or loss to Grantor as a result of any injunctive relief, including preliminary or temporary injunctive relief, applicable to Grantor or the Property; (iv) all expenses of evaluation, testing, analysis, clean-up, remediation, removal, and disposal relating to Hazardous Substances, including fees of attorneys, engineers, consultants, paralegals, and experts; (v) all expenses of reporting the existence of Hazardous Substances or the violation of Environmental Laws to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (vi) any and all expenses or obligations, including attorneys' and paralegal fees incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom, whether or not taxable as costs, including, without limitation, attorney and paralegal fees, witness fees (expert and otherwise), deposition costs, copying, telephone and telefax charges, and other expenses; and (vii) any damages, costs, fines, liabilities, and expenses which are claimed to be owed by any federal, state, or local regulating or administrative agency.

(d) "Property" shall be deemed to include the soil and surface and ground water thereof.

Nothing stated herein shall be construed to grant the Grantee the right or permission to use the Property for handling or disposing of Hazardous Substances without the written consent of the Grantor.



**EXHIBIT A**  
Legal Description

Lot 8, BYBEE LAKE INDUSTRIAL PARK, in the City of Portland, County of Multnomah and State of Oregon.

Exhibit A  
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## EXHIBIT B

### Permitted Encumbrances

1. Right, title or interest of the public, including governmental bodies in connection with flood control and propagation of anadromous fish in and to that portion of said premises lying below the ordinary high water line of Bybee Lake and any adverse claim based upon the assertion that any portion of the subject property has been created by artificial fill or has accreted to such portions so created in and to the bed and shoreline of said Bybee Lake.
2. Covenants, conditions and restrictions, including reservation of mineral rights (including oil, gas and sulfur) including the terms and provisions thereof, in document recorded June 28, 1967, Book 568, Page 1121.
3. Right, title and interest of the State of Oregon as disclosed by document recorded June 28, 1967, Book 568, Page 1121.
4. Covenants, conditions and restrictions, including the terms and provisions thereof, as shown on the recorded plat of BYBEE LAKE INDUSTRIAL PARK.
5. Operations and Maintenance Agreement for the Stormwater Treatment/Management Trench, including the terms and provisions thereof, by Multnomah County-Owner, Wapato Corrections Facility recorded August 17, 2001, Fee No. 2001-129598.
6. Easement created by instrument, including terms and provisions thereof, dated November 15, 2001, recorded November 19, 2001, Fee No. 2001-184586, in favor of Port of Portland for access and construction.
7. Conditions, covenants, and restrictions created by instrument, including terms and provisions thereof, recorded March 20, 1995, Fee No. 95-31707 and recorded October 4, 1995, Fee No. 95-121994.

Exhibit B  
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