

Form 2912-1
(May 2001)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

RECREATION OR PUBLIC PURPOSES LEASE

ORE010366

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this _____ day of _____, 20 14, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and
Metro Parks and Environmental Services Department, Multnomah County, Oregon

_____ hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

Willamette Meridian, Multnomah County, Oregon

T. 1 S., R. 4 E.,

Sec. 11, E1/2 SW1/4, NW1/4SW1/4;

Sec. 15, S1/2NE1/4, NW1/4NE1/4, NE1/4NW1/4.

Known as Sandy River Oxbow Regional Park

containing **280** acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of **25** years, the rental to be \$ **-0-** per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

Public Recreational Purposes as designated in the Oxbow Regional Park Master Plan, dated October 1997 and amended to allow Metro to

- 1. Construct a new 270 foot access gravel road to the campground with buried parallel waterline.**
- 2. Construct six new single family campsites.**
- 3. Cut and remove all tress and vegetation from within the footprint of construction activities.**

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

Oxbow Regional Park Master Plan, dated October 1997.

and approved by an authorized officer on **02/29/2008** or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(Continued on page 2)

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (*including, without limitation, lessees, sub-lessees, and permittees*), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of 5 consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. Equal Opportunity Clause. Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. Equal Access Clause. Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

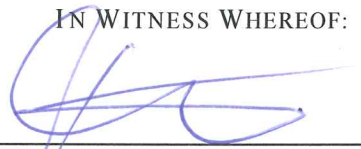
**Exhibit "A" - Special Stipulations,
Exhibit "B" - Additional Terms and Conditions**

and which are made a part hereof.

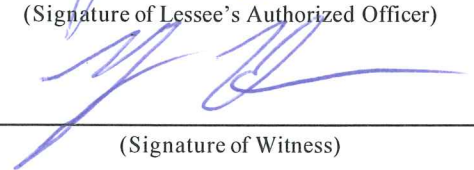
Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:



(Signature of Lessee's Authorized Officer)



(Signature of Witness)

5-1-14

(Date)

THE UNITED STATES OF AMERICA

By 

(Authorized Officer)

Field Manager

(Title)

5/9/14

(Date)

Special Stipulations-Exhibit "A"

1. Subject to Sec. 24 of the Federal Power Act of June 10, 1920 (41 Stat. 1075, as amended; 49 Stat. 846; 16 U.S.C. 818).
2. To maintain the lands open to use by the public for recreation purposes without discrimination or favor.
3. To make no more than a reasonable charge for the use of the facilities on the land (whether by concession or otherwise) and to charge no more for entrance to and use of the area than is charged in other comparable installations managed by State and local agencies, all charges to be subject to review and modification by the Secretary of the Interior, under due process procedures.
4. To install and maintain appropriate signs at all entrances and exits to the Sandy River Oxbow Recreation Area. Such signs to be initially provided by the lessor and shall contain language mutually agreeable to Multnomah County and the Bureau of Land Management.
5. The lessor will continue to manage the timber on a sustained yield basis and to retain the revenues from such management. Should any trees having a diameter at breast height of six inches or more have to be cut for proposed development, the lessee shall purchase said trees at the appraised value to be determined by the Salem District Manager. Payment must be made prior to cutting said trees.
6. In addition, lessee will allow the lessor to manage, consistent with the recreational objectives of the area, all other values of the lands and will recognize the right of the United States to retain the revenues from such management.

EXHIBIT B

Additional Terms and Conditions

1. Reduce potential damage and protect BLM at-risk species habitat by encouraging users, through fencing construction as needed, to stay within designated campsites to reduce potential resource damage.
2. Restrict project implementation during the critical nesting season for migratory birds, from March 1 to July 31. This seasonal restriction could be waived based on the nature, location and/or duration of the project or survey results in the vicinity.
3. Blend buildings and other structures into the current natural environment as much as possible using design and colors approved by BLM.
4. Control the spread of invasive non-native species and restore affected areas where feasible; limit the use of chemical control to BLM approved chemicals; and notify the BLM of chemical applications.
5. Wash construction equipment prior to entering and leaving lease land to prevent spread of invasive non-native plants.
6. Report any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the Lessee, or any person working on their behalf, on public or Federal land to the BLM Authorized Officer. The Lessee would suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the BLM Authorized Officer.
7. Locate the road and campsites to reduce tree and vegetation removal. Remove only the minimum amount of trees and vegetation necessary for the construction of road and campsite facilities.
8. Haul removed trees, stumps, vegetation, and slash off site for disposal within 30 days of the completion.
9. To facilitate reseeding of vegetation, topsoil would be conserved during excavation and reused to cover disturbed areas. Limit excavation to the areas of construction and development. No borrow areas for fill material would be permitted on the site. All waste material resulting from construction or use of the site by the Lessee not utilized onsite, would be removed from the site. Any waste disposal sites on public land outside of the parcel, must be approved by the BLM Authorized Officer in advance of use.
10. Install fencing as needed immediately adjacent to new campsites to facilitate restoration in areas of resource damage. All fences would be attached to posts not live trees.
11. Revegetate all disturbed areas to native grasses or other suitable native vegetation. All seed or straw would meet certified weed free standards.

EXHIBIT 11

STATE OF OREGON

COUNTY OF MULTNOMAH

CERTIFICATE OF WATER RIGHT

This Is to Certify, That COUNTY OF MULTNOMAH, DIVISION OF PARKS AND MEMORIALS

of 2115 S. E. Morrison Street, Portland, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Oxbow Well No. 3

a tributary of Sandy River (Columbia River) for the purpose of park use in Oxbow Park

under Permit No. G-2733 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from August 3, 1964

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.30 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 15, T. 1 S., R. 4 E., W. M. Well located South 62° 37' East, 945.4 feet from W 1/16 Corner common to Sections 10 and 15.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to - - - - - of one cubic foot per second per acre,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

SW $\frac{1}{4}$ NW $\frac{1}{4}$	NE $\frac{1}{4}$ SW $\frac{1}{4}$
SE $\frac{1}{4}$ NW $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$
NE $\frac{1}{4}$ SW $\frac{1}{4}$	Section 11
NW $\frac{1}{4}$ SW $\frac{1}{4}$	
SW $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ NE $\frac{1}{4}$
NE $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$
SW $\frac{1}{4}$ SE $\frac{1}{4}$	NE $\frac{1}{4}$ NW $\frac{1}{4}$
SE $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 10	Section 15
T. 1 S., R. 4 E., W. M.	

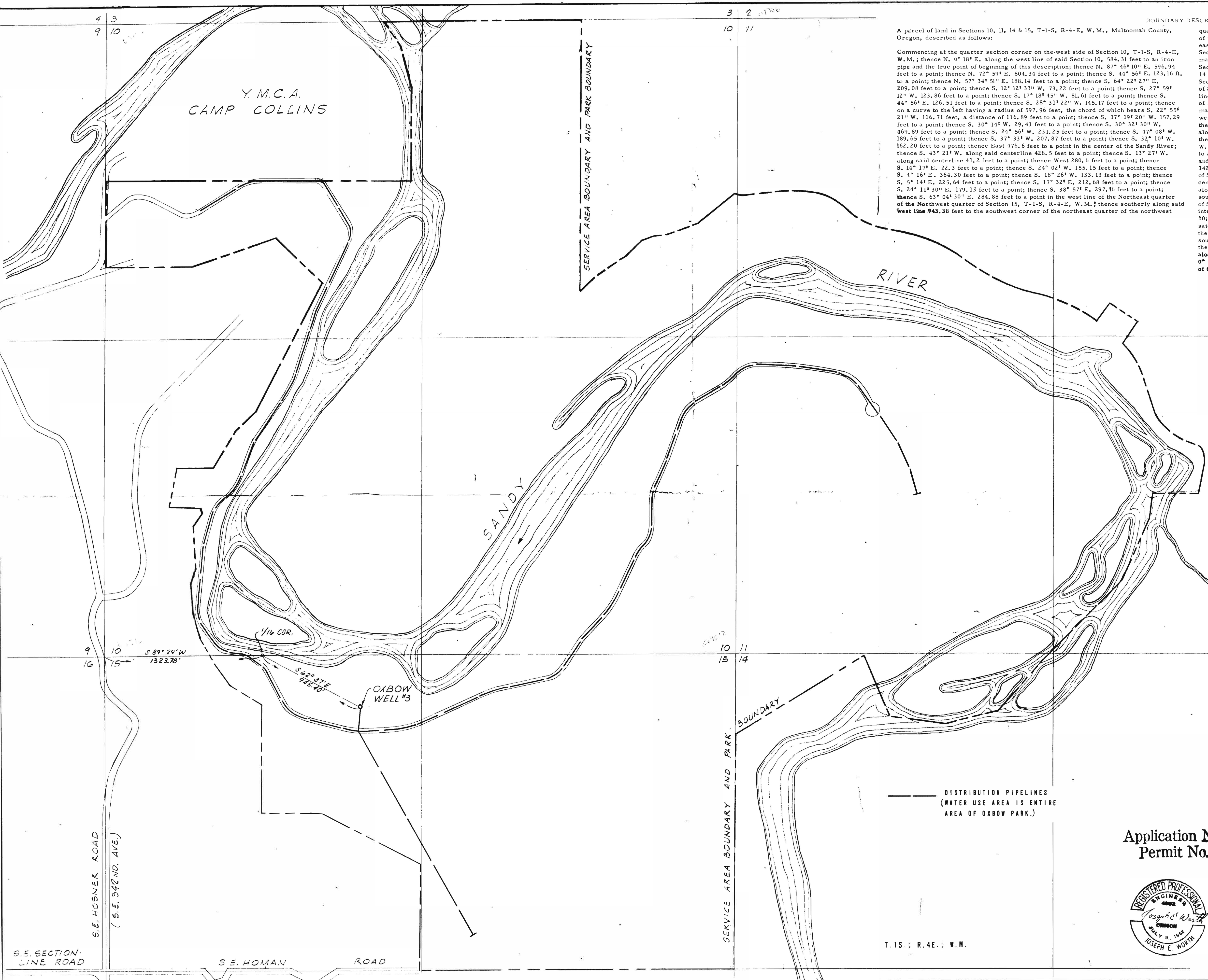
The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed

this date. May 27, 1968

CHRIS L. WHEELER

State Engineer



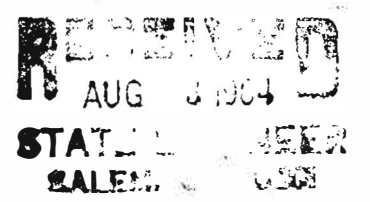
A parcel of land in Sections 10, 11, 14 & 15, T-1-S, R-4-E, W.M., Multnomah County, Oregon, described as follows:

Commencing at the quarter section corner on the west side of Section 10, T-1-S, R-4-E, W.M.; thence N. 0° 18' E. along the west line of said Section 10, 584.31 feet to an iron pipe and the true point of beginning of this description; thence N. 87° 46' 10" E. 596.94 feet to a point; thence N. 72° 59' E. 804.34 feet to a point; thence S. 44° 56' E. 123.16 ft. to a point; thence N. 57° 34' 51" E. 188.14 feet to a point; thence S. 64° 22' 27" E. 209.08 feet to a point; thence S. 12° 12' 33" W. 73.22 feet to a point; thence S. 27° 59' 12" W. 123.86 feet to a point; thence S. 17° 18' 45" W. 81.61 feet to a point; thence S. 44° 56' E. 126.51 feet to a point; thence S. 28° 31' 22" W. 145.17 feet to a point; thence on a curve to the left having a radius of 597.96 feet, the chord of which bears S. 22° 55' 21" W. 116.71 feet, a distance of 116.89 feet to a point; thence S. 17° 19' 20" W. 157.29 feet to a point; thence S. 30° 14' W. 29.41 feet to a point; thence S. 30° 32' 30" W. 469.89 feet to a point; thence S. 24° 56' W. 231.25 feet to a point; thence S. 47° 08' W. 189.65 feet to a point; thence S. 37° 33' W. 207.87 feet to a point; thence S. 32° 10' W. 162.20 feet to a point; thence East 476.6 feet to a point in the center of the Sandy River; thence S. 43° 21' W. along said centerline 428.5 feet to a point; thence S. 13° 27' W. along said centerline 41.2 feet to a point; thence West 280.6 feet to a point; thence S. 14° 17' E. 22.3 feet to a point; thence S. 24° 02' W. 155.15 feet to a point; thence S. 4° 16' E. 364.30 feet to a point; thence S. 18° 26' W. 133.13 feet to a point; thence S. 5° 14' E. 225.64 feet to a point; thence S. 17° 32' E. 212.68 feet to a point; thence S. 24° 11' 30" E. 179.13 feet to a point; thence S. 38° 57' E. 297.16 feet to a point; thence S. 63° 04' 30" E. 284.88 feet to a point in the west line of the Northeast quarter of the Northwest quarter of Section 15, T-1-S, R-4-E, W.M.; thence southerly along said west line 943.38 feet to the southwest corner of the northeast quarter of the northwest

BOUNDARY DESCRIPTION

quarter of said Section 15; thence easterly along the south line of the northeast quarter of the north west quarter of said Section 15, 394.79 feet to an iron pipe; thence south-easterly 1010.36 feet to an iron pipe in the east line of the northwest quarter of said Section 15; thence southerly along said east line 922.10 feet to a concrete monument marking the center of Section 15, T-1-S, R-4-E, W.M.; thence Easterly along the half Section Line 2,627.0 feet more or less to the quarter section corner common to Sections 14 & 15, T-1-S, R-4-E, W.M.; thence Northerly along the section line common to said Sections 14 & 15 to a point that is 751.06 feet southerly on the Northwest section corner of Section 14, T-1-S, R-4-E, W.M.; thence Northeasterly 1349.22 feet to a point in north line of said Section 14, said point being 1,126.71 feet easterly of northwest section corner of said Section 15; thence Southeasterly 698.6 feet more or less to the intersection of the main channel of the Sandy River and the east line of the northwest quarter of the north-west quarter of said Section 14; thence easterly along the center of the main channel of the Sandy River to east line of the northwest quarter of said Section 14; thence northerly along said east line to the quarter corner common to Section 11 & 14, T-1-S, R-4-E, W.M. thence northerly along the east line of the southwest quarter of Section 11, T-1-S, R-4-E, W.M. 300.00 feet to a point; thence easterly parallel to the south line of said Section 11 to a point in the center line of Gordon Creek Road, County Road No. 1799; thence northerly and northwesterly along the center line of Gordon Creek Road, County Road No. 1799 & 1423 to its intersection with the east line of the southwest quarter of the northwest quarter of Section 11, T-1-S, R-4-E, W.M.; thence southerly along said east line to the center of the main channel of the Sandy River; thence Westerly and southwesterly along the center of the main channel of the Sandy River to its intersection with the south line of the Northwest quarter of the Northwest quarter of the southwest quarter of Section 10, T-1-S, R-4-E, W.M.; thence Westerly along said south line to its intersection with the west line of the east one-half of the east one-half of said Section 10; thence northerly along the west line of the east one-half of the east one-half of said Section 10 to its intersection with the north line of said Section 10; thence westerly along the north line of said Section 10 to the center of the main channel of the Sandy River; thence southerly along the center of the main channel of the Sandy River to its intersection with the North line of the south one-half of the north one-half of said Section 10; thence Westerly along said north line to its intersection with the west line of said Section 10; thence S. 0° 18' W. along said west line 699.75 feet to an iron pipe and the true point of beginning of this description.

Application No. G-2938
Permit No. G-2933



COUNTY OF MULTNOMAH, OREGON DIVISION OF PARKS AND MEMORIALS			
OXBOW PARK WATER SYSTEM GROUND WATER APPROPRIATION MAP			
SCALE: 1"=400'	DATE: MAY, 1964	SHEET 1	OF 1
DES. JEN DR. R.M. CK. JEN	CORNELL, HOWLAND, HAYES & MERRYFIELD CONSULTING ENGINEERS BOISE CORVALLIS		DWG. NO. C3210-4