

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2015-023

Authorizing Consent to Easement Agreement Relating to Multnomah County Sheriff's Willamette River Patrol Operations.

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Willamette River Patrol (WRP) has been operating from an Oregon Department of State Land Public Facility License adjacent to and accessed from real property located at the intersection of NW Front Avenue and NW 18th Street, Portland, Oregon (collectively, the "Site").
- b. The WRP desires to continue its operations from the Site because of its ideal location for the provision of the WRP's services.
- c. It is in the best interest of the public and Multnomah County to approve the Easement Agreement to lend certainty to the continuance of WRP operations from the Site.


The Multnomah County Board of Commissioners Resolves:

1. The County Chair is authorized to execute the Easement Agreement in substantial conformance with the forms attached to this Resolution and to execute any additional documents necessary or desirable to further the intent of the attached documents, so long as such modifications or documents do not result in a material increase in the obligations of Multnomah County or a material decrease in the benefits for Multnomah County under the attached documents.

ADOPTED this 26th day of March, 2015.


**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**





Jules Bailey, Vice-Chair

REVIEWED:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Jed Tomkins, Assistant County Attorney

SUBMITTED BY: Sheriff Daniel Staton, MCSO.

Recording requested by
and when recorded mail to:

Multnomah County
Facilities and Property Management
Attn: Asset Management
401 N. Dixon Street
Portland OR 97227-1865

Space above this line for Recorder's use.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is entered into by and between **CRP/FPC Riverscape Lot 8, L.L.C.**, a Delaware limited liability company, with its office address at 1741 Village Center Circle, Las Vegas, Nevada 89134 ("**CRP/FPC**"), and **Multnomah County**, a political subdivision of the State of Oregon, located c/o Facilities and Property Management Division, 401 N. Dixon Street Portland, OR 97227-1865 ("**County**"). CRP/FPC and County shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. CRP/FPC is the owner of certain real property located at the intersection of NW Front Avenue and NW 18th Street, Portland, Oregon 97209, known as Multnomah County Assessor's Parcel Number R553371, as further described in **Exhibit A** attached hereto and made a part hereof ("**Upland Property**"). The Upland Property is adjacent to the Willamette River and is or will be developed for multi-family residential apartments and use.

B. County is the Public Facility Licensee of submerged and submersible land owned by the State of Oregon as further described in **Exhibit B** attached hereto and made a part hereof ("**Licensed Property**"). The Licensed Property is adjacent to, and currently accessed from, the Upland Property. County operates a Multnomah County Sheriff's Office River Patrol Unit from the Licensed Property.

C. CRP/FPC and County desire to enter this Agreement to ensure the continuation of the mutual benefits derived from the relationship between CRP/FPC and County and their respective uses of the Upland and Licensed Properties.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing facts, mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRP/FPC and County do hereby agree as follows:

1. **Effective Date.** This Agreement is effective the 1st day of April, 2015 ("**Effective Date**").

2. **Recitals.** The recitals above are hereby incorporated as if fully set forth herein.

3. **Grant of Easements.** Subject to the terms and conditions contained in this Agreement, the Parties hereto grant the easements described below:

a. CRP/FPC hereby grants to County, its officers, directors, agents and employees, for the benefit of the Licensed Property, a limited, non-exclusive easement over, across, through, upon, under and about the drive aisles, parking areas, walkways and land on a portion of the Upland Property depicted as the Access Easement Area in **Exhibit C**, attached hereto and made a part hereof, for ingress; egress; traffic circulation by vehicular and pedestrian traffic; intermittent, temporary parking on the River Walk public greenway path for loading and unloading purposes only, but not the loading of recovered bodies; and placement of a pedestrian ramp extending from the Upland Property to the Licensed Property docks ("**Access Easement**"). Notwithstanding anything herein to the contrary, County acknowledges and agrees that in no event shall vehicular access be permitted by the County, its officers, directors, agent and employees along the Upland Property in the area of a greenway trail built or to-be-built to the gangway located adjacent to the Sheriff's boathouse except in case of an emergency and then only to the extent of such emergency. Further, the County acknowledges and agrees that it will obtain all necessary and appropriate approval from the City Parks and Recreations Department for emergency access pursuant to this Section.

b. In addition, CRP/FPC hereby grants to County, its officers, directors, agents and employees, for the benefit of the Licensed Property, a limited, exclusive easement for vehicle parking upon two of the parking spaces located or to be located within the Surface Parking Lot depicted in **Exhibit C** (the "**Parking Easement**"). The Parking Easement is exclusive only with respect to vehicle parking and CRP/FPC reserves the right under the Parking Easement to designate, and from time to time re-designate, the two parking spaces within the Surface Parking Lot dedicated to County and shall mark or sign or both, or allow County to mark or sign or both, such designated parking spaces as reasonably necessary to prevent vehicular parking in such parking spaces by anyone other than the County, its officers, directors, agents and employees.

c. In addition, CRP/FPC hereby grants to County, its officers, directors, agents and employees, for the benefit of the Licensed Property, a limited, non-exclusive easements for installation, operation, maintenance, repair, replacement and removal of electric power distribution, communication, natural gas, potable water, sanitary sewer and storm drains, and all necessary or desirable accessories and appurtenances thereto, including, without limitation, fibers, cables, conductors, conduits, pipes, pads, transformers, switches, vaults, cabinets, and manholes along the general courses now located on, over, through, across or under the surface of the Upland Property as depicted in **Exhibit C** for utilities serving the Licensed Property (the "**Utility Easement**"). The Utility Easement is subject to County first obtaining, as appropriate or required, approval from the City of Portland (City) for underground installation of utilities; or for above-ground installation of utilities pursuant to City's approval of a modification to CRP/FPC's Design Review Permit requested by County and at County's sole expense (subject to approval by CRP/FPC for any change to CRP/FPC's Design Review Permit). CRP/FPC shall also have the

right to approve, in its sole and absolute discretion, the installation and location of any above-ground utilities servicing the Licensed Property by the County, as set forth in this Section 3(c). County acknowledges and agrees that the installation, operation, maintenance, repair, replacement and removal of the utilities servicing the Licensed Property shall be done at the County's sole expense and the County shall insure that any and all utilities servicing the Licensed Property from this Utility Easement are a cost to be borne solely by the County. County acknowledges and agrees that the installation of utilities (above or below ground) within the Utility Easement shall comply with CRP/FPC's Design Review Permit, as may be modified or amended.

d. County hereby grants to CRP/FPC, its officers, directors, agents, employees, invitees, tenants and guests (residing in the residential apartments built or to be built on the Upland Property) for the benefit of the Upland Property, a non-exclusive easement over, across, through, upon, under and about the gangway and land on the portion of the Licensed Property depicted as Launch Easement in **Exhibit C**, attached hereto and made a part hereof, for ingress, egress, pedestrian traffic, and for loading, unloading and launch of kayaks, paddle boards, canoes, and other similar small, non-motorized watercraft from the docks of the Licensed Property to the extent allowed by law ("**Launch Easement**"). CRP/FPC acknowledges and agrees that County may install and maintain, at its own expense, secured access controls, measures and facilities for the purpose of limiting the use of the Launch Easement and of County's gangway and docks to County, its officers, directors, agents, employees, invitees and contractors and CRP/FPC, its officers, directors, agents, employees, invitees, tenants and guests (residing in the residential apartments built or to be built on the Upland Property). The parties agree to work together to coordinate access codes, timing, and restrictions on such security devices.

e. The portions of the Upland Property and/or Licensed Property depicted as Access Easement, Parking Easement, Utility Easement and Launch Easement in Exhibit C may be referred to, collectively, as the "**Easement Areas**." The Access Easement, the Parking Easement, the Utility Easement and Launch Easement granted by CRP/FPC and/or County are subject to all easements and encumbrances of record, provided later granted easements shall be subject to County's and/or CRP/FPC's rights and uses. Each and all of the covenants, obligations, conditions, provisions and rights granted or created in this Section 3 shall be deemed to be burdens upon the Easement Areas and appurtenant to and for the benefit of the Licensed Property and Upland Property; shall constitute covenants running with the land of the Easement Areas during the term of this Agreement; and shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and assigns.

f. Notwithstanding anything to the contrary in this Agreement, in no event shall the use by the County, its officers, directors, agents, and employees, impair or otherwise materially impact the quality of the Upland Property and/or CRP/FPC's development of the Upland Property as a multi-family residential apartment project. Further, the County agrees that any and all activities of the County, its officers, directors, agents and employees, shall be conducted in such a manner as ensure minimal disruption to CRP/FPC's operations, including but not limited to, the disruptions to the tenants, invitees and guests of the Upland Property.

4. **Primary Term & Renewal Terms.** The Primary Term of this Agreement shall be ten (10) years from the Effective Date (the "**Primary Term**"). Each Party, provided such Party is not in material default at the time of each renewal, shall be entitled to renew this Agreement for

up to four (4) additional five-year terms (the "**Renewal Term(s)**") by delivering written notice to the other Party of such Party's election to exercise each renewal option no later than ninety (90) days before the expiration of the Primary Term and each Renewal Term then in effect. Each Renewal Term is to be upon the same terms, covenants, and conditions as contained in this Agreement.

5. Surrender.

a. Within thirty days after termination, release or abandonment the Access Easement, the Parking Easement, the Utility Easement, or any of them by County, County shall cap, disconnect or otherwise decommission in the manner required by the City any utilities no longer utilized by County due to such termination, release or abandonment. County may but is not required to remove any such utilities or accessories or appurtenances thereto that are underground unless removal is required by the City; and County shall remove any aboveground fixtures, equipment and utilities and accessories or appurtenances thereto furnished or installed by or at the expense of County in the Easement Areas (collectively referred to as the "**Equipment**") and will restore the specific locations within the Easement Areas where the Equipment was located to as good as condition that existed prior to the removal.

b. Any property of County that remains on the Upland Property more than thirty days after termination, release or abandonment of the Access Easement, the Parking Easement, and the Utility Easement may, at the option of CRP/FPC, be deemed to have been abandoned by County and may either be retained by CRP/FPC as its property or be disposed of, without accountability, in such manner as CRP/FPC may see fit, or if CRP/FPC gives written notice to County to such effect, such property shall be removed by County at County's sole cost and expense.

c. CRP/FPC shall not be responsible for any loss or damage occurring to any property owned by County or any subtenant.

d. The provisions of this Section shall survive any termination of this Agreement.

6. Utility Services, Taxes and Assessments. County shall be solely responsible for and shall timely pay all utilities, including power, water, sewer, garbage and telephone, and taxes and other assessments, if any, that apply to the Access Easement, the Parking Easement or the Utility Easement, or accrue to CRP/FPC as a result of County's use of the Access Easement, the Parking Easement or the Utility Easement. The failure to timely pay any and all utilities, following written notice by CRP/FPC and a twenty (20) day right to cure, shall result in the termination, at CRP/FPC's election, of the grant of easements created by this Agreement.

7. Reservation of Rights.

a. No right or obligation of CRP/FPC or County established herein shall restrict the intensity or extent of CRP/FPC's present or future use of the Upland Property, except as required to accommodate County's beneficial use of the Easement Areas in support of and in coordination with MCSO's River Patrol Unit operations at the Licensed Property. CRP/FPC intends to construct improvements on the Upland Property, which may require temporary

interruption of the Access Easement, the Parking Easement or the Utility Easement and relocation of one or more of the Easement Areas during construction. CRP/FPC shall take commercially reasonable measures to provide continuous access and utility service to the Licensed Property throughout such construction on the Upland Property and shall take reasonable measures to provide advance notice to County of interruption of access, parking or utility services sufficient to allow the County to prepare for each interruption. County shall bear its own costs, including costs associated with obtaining temporary power solutions, arising from interruption caused by CRP/FPC's construction activities, except to the extent such costs arise from CRP/FPC's gross negligence or willful misconduct.

b. No right or obligation of CRP/FPC or County established herein is intended, nor shall it be interpreted to convey any perpetual interest to County in the Upland Property or to CRP/FPC in the Licensed Property.

8. Compliance with Laws, Hazardous Substances, Waste.

a. Neither County nor CRP/FPC shall use or occupy, or permit or suffer all or any part of the Easement Areas to be used or occupied (1) for any unlawful or illegal business, use, or purpose, (2) in any such manner to constitute a nuisance of any kind, (3) for any purpose or in any way in violation of any legal requirements, including but not limited to requirements respecting Hazardous Substances, or (4) for any business, use, or purpose deemed disreputable. As used in this Subsection, "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances or Toxic Materials or Substances, as those terms are defined in ORS 465 and 466, as amended, or by the United States Environmental Protection Agency (40 CFR pt 302).

b. County shall bear responsibility for prevention, reporting and cleanup of all releases of Hazardous Substances on or from the Easement Areas granted to it by this Agreement to the satisfaction of the appropriate regulatory entity; and, subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 as applicable to a "local public body" as defined therein (the "OTCA"), County shall indemnify, hold harmless, and defend CRP/FPC, its officials, officers, and employees from and against the cost of any necessary or required reporting, sampling, testing, study, remediation, cleanup or monitoring and against all actual or alleged claims, actions, demands, judgments, damages, and all costs, expenses and fees incidental to the investigation and defense thereof, including, but not limited to reasonable attorney's fees, based upon or arising out of the release, disposal, generation or transport by County, its officers, directors, agents, employees, contractors or subcontractors onto or from the Easement Areas (granted to it by this Agreement) of Hazardous Substances. Said indemnity shall not create any liability in County for any release, disposal, generation or transport of Hazardous Substances onto or from the Easement Areas by CRP/FPC or third parties prior to the Effective Date.

c. County shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, and permits (including but not limited to zoning variances, special exceptions, and nonconforming uses), that now apply to the Easement

Areas or that have been granted to or contracted for by CRP/FPC or County in connection with any existing or presently contemplated use of the Easement Areas.

d. County shall have the right, after prior written notice to CRP/FPC, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of County, without cost or expense to CRP/FPC, the validity or application of any legal requirement subject to the following:

i. If, by the terms of the requirement, compliance may legally be delayed pending the prosecution of such proceeding without incurring any lien, charge, or liability of any kind against all or any part of the Easement Areas and without subjecting County or CRP/FPC to any liability, civil or criminal, for failure to comply, County may delay compliance until the final determination of such proceeding; or

ii. If any lien, charge, or civil liability would be incurred by reason of the delay, County nevertheless may contest the matter and delay compliance, provided that the delay does not subject CRP/FPC to any liability or fine, and County:

(a) Furnishes to CRP/FPC security, reasonably satisfactory to CRP/FPC, against any loss or injury by reason of such contest or delay, and

(b) Prosecutes the contest with due diligence.

e. CRP/FPC shall execute and deliver to County any appropriate papers that may be necessary or proper to permit County to contest the validity or application of any legal requirement.

f. The provisions of this Section shall survive any termination of this Agreement.

9. Insurance.

a. County, at its expense, shall maintain at all times during the Term of this Agreement commercial general liability insurance in respect of the Upland Property and the conduct or operation of County's activities on the Upland Property and Easement Areas, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. CRP/FPC, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. If County is self-insured for the risks for which insurance is required under this paragraph, and so long as County remains self-insured, County shall not be required to provide the insurance required by this Section. To the extent County is self-insured, County shall provide to CRP/FPC a certificate of self-insurance and shall at all times during the term of this Agreement, comply with all obligations and requirements for self-insurance imposed upon it. If, however, County is not self-insured, any policy of insurance issued to the County shall be issued by good, responsible companies, reasonably acceptable to CRP/FPC.

b. CRP/FPC, at its expense, shall maintain at all times during the Term of this Agreement commercial general liability insurance in respect of the Licensed Property and the use of the Launch Easement by CRP/FPC, its officers, directors, agents, employees, invitees, tenants and guests (residing in the residential apartments built or to be built on the Upland Property), covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to County.

10. Repairs and Maintenance. CRP/FPC shall maintain the Upland Property as it deems reasonably necessary. County shall be solely responsible for the costs of any maintenance or repairs to any portion of the Easement Areas necessitated by the willful or negligent actions or omissions of County, its officers, directors, agents, and employees as well as for all maintenance, repairs and upkeep to all improvements made by County. Further, County agrees to repair any damage it, or its contractors or agents, create as a result of the County's, or its officers, directors, agents, employees or contractors use and access of the greenway trail built or to-be-built (pursuant to that certain Declaration of Public Recreational and Greenway Trail Easement and Maintenance Agreement recorded in Multnomah County, Oregon on June 28, 2004, as Document No. 2004-116895) in using or accessing the Access Easement, Parking Easement and Utility Easement. County further agrees to maintain the Access Easement, Parking Easement and Utility Easement in a clean and attractive manner as a result of the County, or its officers, directors, agents, contractors or employees use of these Easement Areas.

11. Indemnification.

a. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 as applicable to a "local public body" as defined therein (the "OTCA"), County shall indemnify and hold harmless CRP/FPC, its officers, directors, agents, and employees from any and all liability, damages, expenses, attorneys' fees, causes of action, suits, judgments or other claims arising out of or connected with County's use of the Access Easement, the Parking Easement or the Utility Easement, except to the extent such claims arise out of or are connected with or caused by the acts or omissions of CRP/FPC, its agents, officers, employees, invitees or contractors.

b. CRP/FPC shall indemnify and hold harmless County, its elected officials, directors, agents, employees, invitees and contractors from any and all liability, damages, expenses, attorneys fees, causes of action, suits, judgments or other claims arising out of or connected with CRP/FPC's use of the Launch Easement, except to the extent such claims arise out of or are connected with or caused by the acts or omissions of County, its elected officials, directors, agents, employees, invitees or contractors.

12. Default; Remedies. In the event of any breach of this Agreement by a Party and except as otherwise expressly set forth herein to the contrary, the non-breaching Party shall give the breaching Party written notice describing the breach and sixty (60) days in which to cure. Should the breaching Party fail to cure such breach within the sixty (60) day cure period, the non-breaching Party may enforce all the remedies available to it at law or equity. If the breach is of such a nature, however, that it cannot be completely remedied within the sixty (60) day period, the

breaching Party shall not be deemed to be in default if the breaching Party begins correction of the breach within the sixty (60) day period and thereafter proceeds with reasonable diligence and in good faith to complete the cure as soon as practicable.

13. **Transfer of Interest by CRP/FPC.** CRP/FPC may sell, exchange, assign, transfer, convey, contribute, distribute, or otherwise dispose of all or any part of its interest in the Upland Property, subject to such transferee being subject to this Agreement.

14. **Severability.** If any term or provision of this Agreement or the application of the Agreement to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. **No Representations.** County acknowledges that it has examined the Easement Areas and that no representations as to the condition of the Easement Areas have been made by CRP/FPC or any agent or person acting for CRP/FPC (except as expressly provided in this Agreement). CRP/FPC shall have no liability because of, or as a result of, the existence of any subsurface or soil condition, either on the Easement Areas or on adjacent land that might affect County's use and enjoyment of the Easement Areas.

16. **Force Majeure.** If the performance by either of the Parties of their respective obligations under this Agreement is delayed or prevented in whole or in part by any legal requirement (and not attributable to an act or omission of the party), or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the Party shall be excused, discharged, and released of performance to the extent such performance or obligation is so limited or prevented by such occurrence without liability of any kind. If such a condition excusing performance of a party continues for more than 180 days, then the other Party may terminate this Agreement by notice to the excused Party.

17. **Notices.** Any notice required or permitted by the terms of this Agreement shall be in writing and shall be deemed effective: (1) when actually delivered in person; (2) one business day after deposit with a commercial courier service for "next day" delivery; (3) three business days after having been deposited in the United States mail as certified or registered mail; or (4) one business day after transmittal by facsimile or electronic mail (answer back or receipt confirmed), addressed to the Parties at the addresses set forth in the first paragraph of this Agreement or such other addresses as may be designated by either Party by written notice to the other. Except as otherwise provided in this Agreement, every notice, demand, request, or other communication shall be deemed to have been given or served on actual receipt.

18. **Recordation.** County shall record this Agreement in the office of the Multnomah County Recorder and shall provide a recorded copy of the Agreement to CRP/FPC once received.

19. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and, except as otherwise provided, can be modified, amended, or terminated only by an instrument in writing executed by the Parties. It is mutually acknowledged and agreed by County and CRP/FPC that there are no verbal agreements, representations, warranties, or other understandings affecting this Agreement.

20. **Third-Party Beneficiary Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

21. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Oregon.

22. **Multiple Originals; Counterparts; Facsimile Signature.** This Agreement may be executed in multiple originals, each of which shall be deemed to be an original, and may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may be executed by facsimile signature, including ".pdf" format, and any such facsimile signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile signature were an original signature.

23. **Authorized Representative.** The persons signing this Agreement on behalf of an entity warrant to the other Party(ies) that they have the power and authority to sign this Agreement on behalf of such entity.

IN WITNESS WHEREOF, CRP/FPC and County have caused this Agreement to be executed by their duly authorized officers.

CRP/FPC:

CRP/FPC RIVERSCAPE LOT 8, L.L.C.,
a Delaware limited liability company

By: CRP/FPC RIVERSCAPE LOT 8 VENTURE,
L.L.C., a Delaware limited liability company,
its sole member

By: FPC Riverscape Lot 8 Member LLC,
a Delaware limited liability company,
its administrative member

By: FORE Lot 8 LLC, a Delaware limited
liability company, its managing
member

By: _____
Jonathan Fore, Managing Member.

Date: _____

COUNTY:

Multnomah County, a political
subdivision of the State of Oregon

**BOARD OF COUNTY
COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON**

By: _____
Deborah Kafoury, Chair

Date: _____

REVIEWED:

GOOLD PATTERSON

By: K. JB
Kelly J. Brinkman

REVIEWED:

JENNY M. MADKOUR, COUNTY
ATTORNEY FOR MULTNOMAH COUNTY

By: _____
Jed Tomkins, Asst. County Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of March, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Fore, the Managing Member of FORE Lot 8, LLC, a Delaware limited liability company, the managing member of FPC Riverscape Lot 8 Member, a Delaware limited liability company, the administrative member of CRP/FPC RIVERSCAPE LOT 8 VENTURE, L.L.C., a Delaware limited liability company, the sole member of CRP/FPC RIVERSCAPE LOT 8, L.L.C., a Delaware limited liability company who executed the foregoing instrument, and acknowledged to me that the instrument is the free and voluntary act and deed of the limited liability company, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the
State of _____.
Residing at _____.

STATE OF OREGON)
) ss.
County of Multnomah)

On this _____ day of March, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Deborah Kafoury**, to me known to be the **Chair of Multnomah County, an Oregon political subdivision**, the county that executed the foregoing instrument, and acknowledged to me that the instrument is the free and voluntary act and deed of the county, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the instrument

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Notary Public in and for the
State of Oregon.
Residing at _____.

EXHIBIT "A"

Legal Description of Upland Property

Lot 8, RIVERNORTH, recorded in Plat Book 1263, Page 53, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT "B"

Legal Description of Licensed Property

Township 1north, Range 1east, Section 28, SW one-quarter. Willamette Waterway, River Mile 10.7.

EXHIBIT "C"

Depiction of Access Easement, Parking Easement & Utility Easement Areas on Upland Property

