



R & E Grant Application 15 Biennium

Project #:
15-002

Turtle Flats Confluence Channel Restoration-Ph. I

Project Information

R&E Project Request: \$30,000.00
Match Funding: \$220,000.00
Total Project: \$250,000.00
Start Date: 7/1/2015
End Date: 6/30/2016
Project Email: director@bufordpark.org
Project Biennium: 15 Biennium
Organization: Friends of Buford Park & Mt. Pisgah (Tax ID #: 93-1129647)

Fiscal Officer

Name: Sara Lausmann
Address: P.O. Box 5266
Eugene, OR 97405
Telephone: 541-344-8350
Email: office@bufordpark.org

Applicant Information

Name: Chris Orsinger
Address: PO Box 5266
Eugene, OR 97405
Telephone: 541-344-8350
Telephone 2: 541-232-2474
Email: director@bufordpark.org

Past Recommended or Completed Projects

This applicant has no previous projects that match criteria.

Project Summary

This project is NOT part of ODFW's 25 Year Angling Plan.

Activity Type: Habitat

Summary: This two-phase project will restore off-channel and backwater habitat across 200+ acres at the confluence of the Coast & Middle Forks of the Willamette River. We will remove or modify levees and roads that now disconnect the river from multiple ponds formed by gravel extraction. Project will increase critical juvenile refugia, rearing and adult holding habitat for ESA-listed Chinook salmon, winter steelhead

and cutthroat trout by restoring natural floodplain and channel-forming processes.

Post restoration, we plan to open the site to compatible recreation for anglers and others (contingent on funding for site management and recreation facility development).

Objectives:

PHASE I (July 2015 to June 2016) will focus on two key objectives:
NOTE: This funding request is ONLY for Phase I, Objective 1.

Objective 1): Site preparation, including removal of invasive blackberry and other weed species in areas where excavation is planned to restore side channel and back water habitat. Site preparation will focus on approximately 40 acres of the 200+ acres site. R&E funding will support this objective and will be matched by \$40,000 from Meyer Memorial Trust (via TNC). Control of invasives BEFORE excavation is essential to prevent or minimize the relocation of invasive weeds during Phase II project implementation (scheduled for summer 2016).

Objective 2) Completion of channel restoration engineering, design and permitting. This objective will be supported by match funding of \$170,000; R&E funds will NOT be used for design and permitting.

PHASE II (July 2016 to June 2017): Channel Construction, Large Wood placement and Native Revegetation

NOTE: We plan to submit a second larger proposal to R&E in upcoming Cycle 4 (Oct 2015) to support PHASE II (project construction and planting).

Objective 3) Starting July 2016, we will excavate to restore floodplain side channels consistent with permits (secured in Phase I). Construction will include large wood placed in the new channels for bank stability and in engineered log jams to improve fish habitat. Colder water from the main channel will improve water quality by lowering water temperatures in the restored channels.

Objective 4) Following grading and excavation, we plant a diversity of native trees and shrubs (for shade) and emergent grasses and forbs (for aquatic fish habitat). We will also broadcast a seed mix of native grasses and forbs.

Objective 5) Post project, we will monitor water temperature, surface water elevation, and fish species presence/absence.

Fishery Benefits:

After implementation of floodplain restoration in Phase II (2016), salmonids in the main stem will be able to access additional backwater and side channel habitat. Specific actions will be taken to restore and reconnect critical off-channel and floodplain habitat, increasing forest cover and improving water quality by decreasing stream temperatures—all major limiting factors for salmon in the upper Willamette.

ODFW fish surveys conducted by ODFW fish biologist Jeff Ziller in 2005 found significant numbers of juvenile chinook salmon, steelhead and cutthroat trout and other native fish less than one mile upstream from the confluence. Restoration will support an increase in these populations in the dynamic mixing zone at the confluence.

The project will improve opportunities both for anglers that boat the rivers in the confluence area. In addition, better fish habitat and larger game fish populations will benefit anglers who access the Middle Fork along the Willamalane Park District's new 4-mile long Middle Fork Path (see map), and also along 4 miles of Coast Fork accessible to visitors to Lane County's 2300-acre Buford Park.

Post-restoration, Turtle Flats will be managed for both habitat and compatible recreation. Future parking, kiosks, and other visitor amenities will be considered but are contingent upon future funding.

See conceptual site plan attached for planned location of access off Franklin Blvd (State Highway 99).

**Watershed
Benefits:**

Key limiting factors for anadromous fish in the upper Willamette include the widespread loss of floodplain and off-channel habitat due to a combination of human encroachment onto the floodplain, physical barriers (such as levees and revetments), loss of side channels, lack of cold water refugia and changes in flow regimes that eliminate floodplain-inundating flows.

In response to those limiting factors, the overall project goal is to restore a dynamic, connected confluence area that provides critical juvenile rearing and adult holding habitat for ESA-listed Chinook salmon, winter steelhead and cutthroat trout, as well as other native fish species.

Fish habitat improvements will be accomplished by restoring natural floodplain and in-channel habitat-forming processes and removing or breaching levees and revetments that disconnect the river and floodplain. Between 2015 and 2017, this project will ultimately restore over 200 acres of complex floodplain habitat, create four miles of additional channel and increase/improve cover of native floodplain vegetation by nearly 200% at the CF and TF sites. It will also benefit water quality by shading streams and increasing hyporheic (cold groundwater) flows that will reduce water temperatures.

**Current
Situation:**

See following maps provided in "Additional Materials": 1) Aerial photography, 2) Property Ownership, 3) Floodplain/Floodway 4) LIDAR topography, 5) existing habitats, and 6) conceptual restoration site plan showing Phase 1 Site Prep focus area.

The 62-acre Turtle Flats site and the adjacent lands owned by TNC and OPRD were historically used for floodplain gravel mining. One legacy of mining on project area (Turtle Flats and state owned Glassbar Island) are eight shallow (3' to 12" deep) remnant gravel ponds. The ponds provide an excellent opportunity to restore river channel complexity and floodplain connectivity. Under normal river flows, the ponds are disconnected from the main stem river by roads that function as levees.

Turtle Flats contains open water habitat, willow-red-osier dogwood wetlands thicket, and intact floodplain cottonwood forest, which is a limited feature throughout most of the low-gradient portions of the Willamette Basin, and an important habitat component for salmon.

- About 17 acres of open water habitat in six shallow ponds (ranging from 3 to 10 feet deep). Of this approximately 4 acres is emergent wetland habitat along the some of the shallow pond edges. The ponds are lined with native willows, dogwood, rose, cottonwood and scattered other shrubs and trees.
- About 16 acres of intact mature cottonwood forest wetland in between excavated ponds, with good native plant composition and some blackberry and English ivy.
- About 24 acres of densely vegetated, high quality willow-dogwood wetland/swamp in two additional shallow ponds. Berkshire slough drains the Seavey Loop area and flows into this willow thicket, then flows through a culvert under the gravel access road and into another pond, through a stand of cottonwood forest, then into a pond on the adjacent OPRD property before entering the main stem Willamette just below the confluence.

In fact, the site was rated by the U.S. Army Corps of Engineers as the #1 floodplain restoration opportunity in its Draft "Upper Willamette Floodplain Restoration Study."

Invasive blackberry and other common invasive weeds are present in areas disturbed by mining, along roads and on berms comprised of top soil that had been relocated during mining to access the gravel underneath. (See Existing Conditions map).

PHASE I site preparation will control blackberry and other invasive weeds on berms and areas where in PHASE II we plan to excavate channels. Grading will use the topsoil to more gently slope steep gravel pond banks and provide better soil in which to plant emergent vegetation, shrubs (such as native willow, Pacific

ninebark etc.)) and native trees to increase shade.

Alternatives: The channel restoration project design process will consider at least three alternatives.

DESIGN CRITERIA & PROCESS

Using lessons learned on the Pudding Ponds project completed in 2014, The Nature Conservancy and Friends of Buford Park & Mt. Pisgah will develop criteria and metrics to evaluate and select our preferred alternative for Turtle Flats and the adjacent upstream TNC pond. Our intent is to incorporate lessons learned from 2014 Pudding Ponds into the design for Turtle Flats. TNC is simultaneously working with Ecotrust to develop a web-based Decision Support Tool that integrates these metrics and can be used by other restoration entities to evaluate floodplain restoration opportunities and projects.

The alternatives development and analysis will evaluate existing site conditions under different scenarios of flow and site modification. We will use our existing digital elevation terrain model and model alterations to the existing revetment/levee system, coupled with the design flows, to determine which modifications is most likely to create the riparian and aquatic habitats that support multiple aquatic species with different habitat requirements.

In addition, we will evaluate the relative benefits and characteristics of habitat enhancements and design features using an existing 2-D model for the area. This will consider the level of modification to the site, excavation of channel pathway(s), and installation of wood and other material to add "roughness" to the channel and create more low velocity habitat that juvenile salmon prefer. We will examine the critical relationships between frequency, magnitude, and duration of river flows sufficient to flood the channels and inundate adjacent wetland and riparian zones. Habitat area and flow relationships will be calculated in light of the known preferences for water, depth, velocity and substrate preferred by each native fish species.

We will evaluate which alternative provides the greatest benefit in restoring geomorphic processes and aquatic habitat for native fish while balancing cost, schedule, and project constraints. The geomorphic criteria that will be used in the evaluation include:

- Artificial features removed that inhibit riverine processes;
- Seasonal connectivity to benefit natural riverine processes and the ease of access for fish;
- Formation of point bars and meanders;
- Increase in large wood loads and recruitment potential;
- Channel feature complexity evolving a mosaic of habitats;
- Groundwater re-connections to regulate thermal impacts;
- Potential for adaptive management and enhancement; and
- Artificial features preserved that are benefiting geomorphic function.

For the habitat criteria, estimates will be made for the relative quantity and quality of aquatic and riparian habitats that could be created at the site including:

- Off-channel habitat (backwater, side channels);
- Riparian revegetation;
- Wetland enhancement (type and area);
- Pond habitat benefits maintained;
- Connectivity and access for fish;
- Habitat complexity;
- Mosaic of habitats;
- Thermal refugia potential;
- Life-History stage (species/ availability); and
- Total time site is usable for various life stages.

These factors will be integrated into an overall alternatives scoring matrix. The alternative evaluation will integrate the greatest recovery of geomorphic processes, habitat enhancement, water quality, and flood conveyance with the lowest risk to infrastructure, ease of permitting, and optimal costs of operation and maintenance.

Parameters that will receive qualitative evaluations and rankings include:

- Flood conveyance;
- Potential water quality improvement;
- Reduction in risk to infrastructure;
- Risk of river capture;
- Permitting considerations;
- Operation and maintenance requirements; and
- Project cost.

Designer: An experienced team from TNC & Friends will work with Tetra-Tech, an engineering and design firm. Biologist Merri Martz will lead Tetra-Tech's team of restoration designers, fish biologists, hydrogeologists, wetland scientists & hydraulic engineers.

Methods: We will control blackberry using proven methods that minimize the use of herbicides while maximizing control. During early July flowering, we will mow blackberry thickets on berms of topsoil left by mining operations. We will use either a tractor with flail mower or "Trac-hoe" with an articulated flail mower attachment (or similar equipment) that minimizes soil disturbance. Mowing in July prior to fruiting will suppress seed production. By September, we will apply Garlon 3 (triclopyr) to regrowth with a boom applicator or spray gun mounted on an RTV. These treatments usually achieves a 90% or more control. We will follow up treatment will include either spot spray or mowing, depending on site conditions.

Other species (teasel, thistle, false brome, shining geranium, etc.) will be treated with manual, mechanical, thermal or herbicide treatments as effective and appropriate.

Inspector: Jason Nuckols, The Nature Conservancy

Funding Elements: R&E funding will support PHASE I, Objective 1: On the ground site preparation and invasive control in areas where excavation is planned to reconnect the river's main channel to restored side channels created from the existing shallow gravel ponds. R&E funding for this project element will be matched by \$40,000 from Meyer Memorial Trust (via a contract from The Nature Conservancy). R&E funds will also support disposal of small amounts of miscellaneous debris, which includes tires and pieces of concrete fill we have located on the site. Volunteers will assist with trash pick up and disposal.

It is essential to accomplish site preparation and invasive control in 2015 in order to prevent or minimize the unintended relocation of invasive blackberry or other weed during Phase II construction (excavation), scheduled for Summer 2016. Responsible restoration required proper treatment of invasive weeds so we do inadvertently spread them during project construction.

STAFF POSITIONS & DUTIES

PROJECT MANAGER (Not funded by R&E): Participates in channel design process, secures permits, communicates with adjacent landowners, negotiates partner agreements, develops match funding proposals, and supervises stewardship coordinator and fiscal manager performing project related tasks.

STEWARDSHIP COORDINATOR: Develop invasive control work plan and specifications. Schedule and supervise contractors and stewardship crew. Provides direction to volunteer coordinator on appropriate volunteer tasks. Assess effectiveness of invasive species treatments and schedule targeted treatment in response.

STEWARDSHIP CREW: Crew members have extensive botanical knowledge, experience as equipment operators and with control of invasive blackberry and weeds. Crew will operate our 43hp tractor with flail mower, RTV, chain saws and brush-cutters as site conditions dictate. Friends of Buford Park and its stewardship crew are licensed commercial herbicide applicators, and comply with all relevant regulations in using herbicides. Crew will apply herbicides to invasive blackberry or other target weeds using the RTV with mounted boom spray or spray gun, or with backpack sprayer. For certain weeds, the crew will apply thermal treatments (propane torch during wet season) or manually remove weeds.

VOLUNTEER COORDINATOR: Mobilizes volunteers who will contribute at least 500 hours valued at \$10,000 to manually remove blackberry, English ivy and teasel. Manual removal is extremely beneficial where weeds are intermingled with desirable native vegetation and where equipment access is problematic or too damaging. In 2014, over 100 volunteers already contributed 400 hours controlling invasive weeds. Involving volunteers is a key strategy to develop over the next three years a committed cadre of volunteer stewards to provide site presence and to maintain habitat restoration investments. In 2014, the Friends managed

over 400+ volunteers who contributed over 10,000 hours valued at over \$200,000 in contributed services.

ADMINISTRATION:

FISCAL MANAGER will perform bookkeeping, track grant and match expenditures, prepare grant and fiscal reports, administer the R&E grant, and prepare reimbursement requests and associated contracts.

Partners: Yes

The Nature Conservancy will raise implementation funds, manage the design contract with Tetra Tech, and convene collaborative design meetings with Friends of Buford Park & Mt. Pisgah.

Managers from Oregon Parks & Recreation Dept (OPRD) will review the restoration design. The project will include portions of the adjacent 107-acre State-owned Glassbar Island Greenway Parcel. OPRD officially endorsed the floodplain restoration project in 2013, and issued a special use permit to the Friends to control invasives and design the restoration project.

Lane County currently owns and leases Turtle Flats to Friends of Buford Park & Mt. Pisgah. The Friends have executed a purchase agreement with Lane County to acquire Turtle Flats. ODFW recommended and Bonneville Power Administration awarded funding for the purchase thru its Willamette Wildlife Mitigation Program. BPA is completing its due diligence process, and we expect the transaction will close by March 2015. Lane County has also agreed to waive disposal fees at its nearby Short Mountain landfill for tires or construction debris revealed during excavation.

Existing Plan: Yes

The confluence site is located in an ecologically critical area that has been proposed for restoration in numerous watershed plans and conservation assessment :

1) Alternatives Team Recommendations: Confluence of Coast and Middle Forks Willamette River (ODFW, 1997).

2) The project is located in the Mt. Pisgah area Conservation Opportunity Area WV-1a (Oregon Conservation Strategy, ODFW, 2006).

3) The confluence site and actions are specifically mentioned in The Coast Fork Willamette River Action Plan (Coast Fork Willamette Watershed Council, 2007).

4) The site and actions are also specified in the Middle Fork Willamette Watershed Council's 10-year Action Plan (Middle Fork Willamette Watershed Council, 2012).

5) The project and restoration actions are supported by the inter-agency "Coast/Middle Fork Confluence Assessment" (Lane Council of Governments,

2013).

The confluence area is included in regional inter-agency target habitat conservation maps, including:

- Willamette Valley Floodplain "Anchor Habitat Map" (OWEB et al)
- Willamette Valley Synthesis Map (The Nature Conservancy et al)

Affected Contacted: Yes

Affected Supportive: Yes

Affected Comments: Friends of Buford Park & Mt. Pisgah and The Nature Conservancy have presented the project at a Seavey Loop Neighborhood Meetings. In October 2014, neighbors were offered and many participated in a tour of the similar Pudding Ponds Restoration Project upstream on the Middle Fork. Friends staff have met with all private and public landowners adjacent to Turtle Flats to inform them of project, offer tours, and invite participation. We also offer periodic tours on our website and in local media to the general public. Support for restoration is widespread.

Project Schedule/Participants/Funding

Activity	Date	Participants
Complete Floodplain Channel Project Engineering & Design	8/31/2015	Tetra Tech, TNC & Friends
Complete Cycle 1 of Invasive Weed Control (primarily mowing)	8/31/2015	Friends of Buford Park & Mt. Pisgah
Remove tires and construction debris revealed by mowing operations.	9/30/2015	Friends of Buford Park & Mt. Pisgah, Lane County
Complete Cycle 2 Invasive Control (Herbicide Application)	9/30/2015	Friends of Buford Park & Mt. Pisgah
Prepare and submit permits	10/30/2015	TNC
Complete Cycle 3 (winter treatments, multiple methods)	3/31/2016	Friends of Buford Park & Mt. Pisgah
Secure all construction permits	3/31/2016	TNC
Complete Cycle 4 (Quality control sweep of berm/channel excavation areas)	6/30/2015	Friends of Buford Park & Mt. Pisgah
Complete Site Preparation for grading (survey, stake, elevation benchmarks, etc.).	6/30/2015	TNC & Friends of Buford Park & Mt. Pisgah

Affected Species: Chinook Salmon
Cutthroat trout
Oregon Chub
Steelhead

Project Permits

Name	Issued By	Secured?	Date Secured	Date Expected
Joint Fill & Removal Permit	ODSL & USACOE	No	1/1/0001	4/1/2016
Floodplain Development: Watercourse Alteration	Lane County	No	1/1/0001	4/1/2016
NEPA & ESA Compliance Review	NOAA Fisheries & ODFW	No	1/1/0001	3/1/2016

NPDES Stormwater Discharge	Oregon DEQ	No	1/1/0001	3/1/2016
Review of Joint Fill & Removal Permit	Oregon DEQ	No	1/1/0001	3/1/2016
State Historic Preservation Office approval	State Historic Preservation Office	Yes	6/1/2104	1/1/0001
NOTE: Phase I does not require permits	NA	No	1/1/0001	1/1/0001

Project Monitoring

Organization	Address	Activity	Frequency
Friends of Buford Park & Mt. Pisgah	P.O. Box 5266 Eugene, OR 97405	Monitor water surface elevation & temperature	Data collected hourly via data loggers on 8 piezometers across site.

Project Maintenance

Organization	Address	Activity	Frequency
Friends of Buford Park & Mt. Pisgah	P.O. Box 5266 Eugene, OR 97405	Post Project Invasive Control	Quarterly

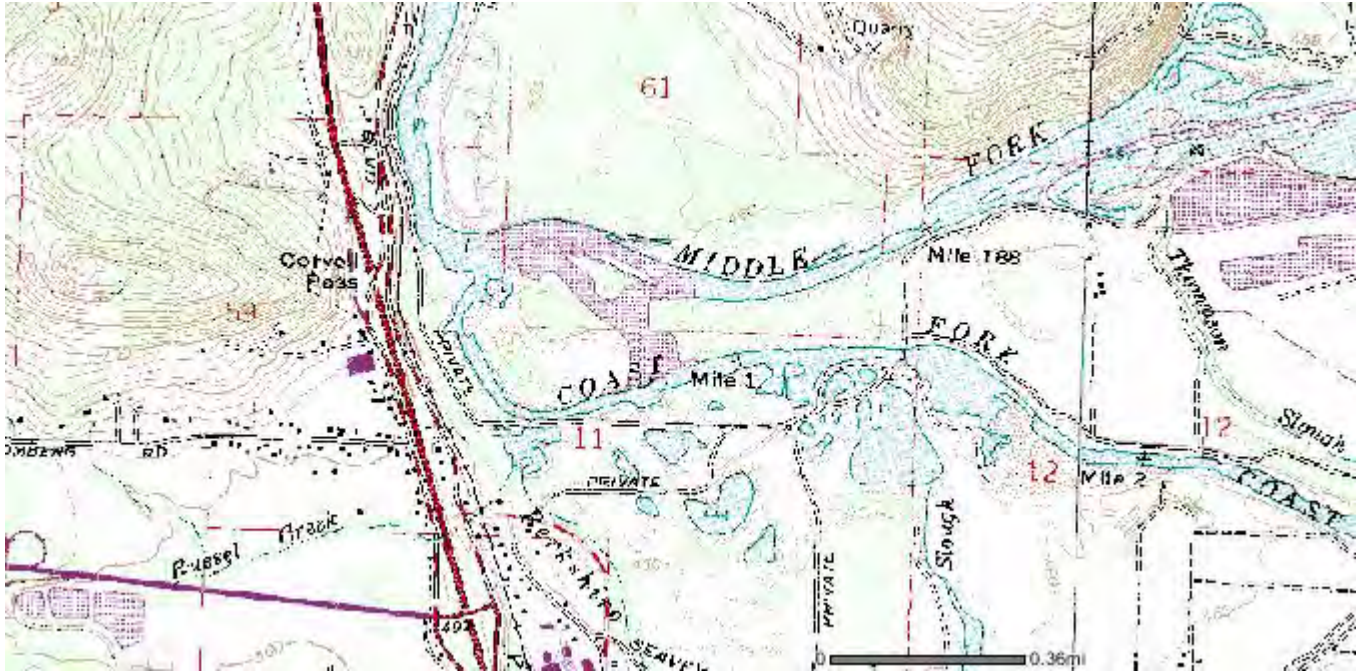
Project Match Funding

Funding Source	Cash	In-Kind	Other	Description	Total	Secured?	Conditions?	Comments
R&E Request	\$30,000.00	\$0.00	\$0.00	Phase I Project Support	\$30,000.00	No	No	
Meyer Memorial Trust - WRI	\$40,000.00	\$0.00	\$0.00	Funding for Phase I Site Preparation/stabilization and invasive control in areas where channel excavation is planned.	\$40,000.00	Yes	No	
The Nature Conservancy (TNC)	\$170,000.00	\$0.00	\$0.00	TNC has secured these funds from multiple sources for project engineering, design and permitting in 2015.	\$170,000.00	Yes	No	
Total funding is for Phase 1 only.	\$0.00	\$0.00	\$0.00		\$0.00	No	No	
Friends of Buford Park & Mt. Pisgah Volunteers	\$0.00	\$10,000.00	\$0.00	Manual removal of trash, tires, and invasive weeds	\$10,000.00	Yes	No	
				Total Match Funding:	\$250,000.00			

Project Budget

Item	Item Type	Units	Unit Cost	R&E Funds	Match Funds	Total
R & E Grant Administration & Reporting	Administration	10	\$180.00	\$1,500.00	\$300.00	\$1,800.00
Project Engineering & Design	Contracted Services	1	\$170,000.00	\$0.00	\$170,000.00	\$170,000.00
Skid Steer with flail or forestry mower	Contracted Services	12	\$1,000.00	\$4,000.00	\$8,000.00	\$12,000.00
Stewardship (Restoration) Coordinator	Contracted Services	24	\$250.00	\$2,000.00	\$4,000.00	\$6,000.00
43 hp Tractor with Flail Mower	Equipment	30	\$200.00	\$4,000.00	\$2,000.00	\$6,000.00
RTV with Boom or Spray-gun	Equipment	40	\$90.00	\$3,600.00	\$0.00	\$3,600.00
Project Manager	Personnel	20	\$300.00	\$0.00	\$6,000.00	\$6,000.00
Stewardship (Field) Crew	Personnel	165	\$160.00	\$10,000.00	\$16,400.00	\$26,400.00
Volunteer Coordinator	Personnel	20	\$180.00	\$2,900.00	\$700.00	\$3,600.00
Herbicide	Supplies/Materials /Services	40	\$75.00	\$1,500.00	\$1,500.00	\$3,000.00
Propane (for thermal weed treatments)	Supplies/Materials /Services	275	\$4.00	\$0.00	\$1,100.00	\$1,100.00
Volunteer Contributions	Supplies/Materials /Services	500	\$20.00	\$0.00	\$10,000.00	\$10,000.00
Mileage (for crew transport)	Travel	1000	\$0.50	\$500.00	\$0.00	\$500.00
					Total Budget:	\$250,000.00

Project Map



Additional Files

Click a link to view that particular file.

[501\(c\)3 Signature Page](#)

[Confluence Aerial Photos](#)

[IRS Letter of Determination of Tax Exempt Status](#)

[Lane County Lease of Turtle Flats to Friends](#)

[OPRD Special Use Permit](#)

[TNC Letter of Match Support & Collaboration](#)

Confluence of Coast & Middle Forks of Willamette River

Nov. 20, 1996 Flood (about 12 hours after flood peak)

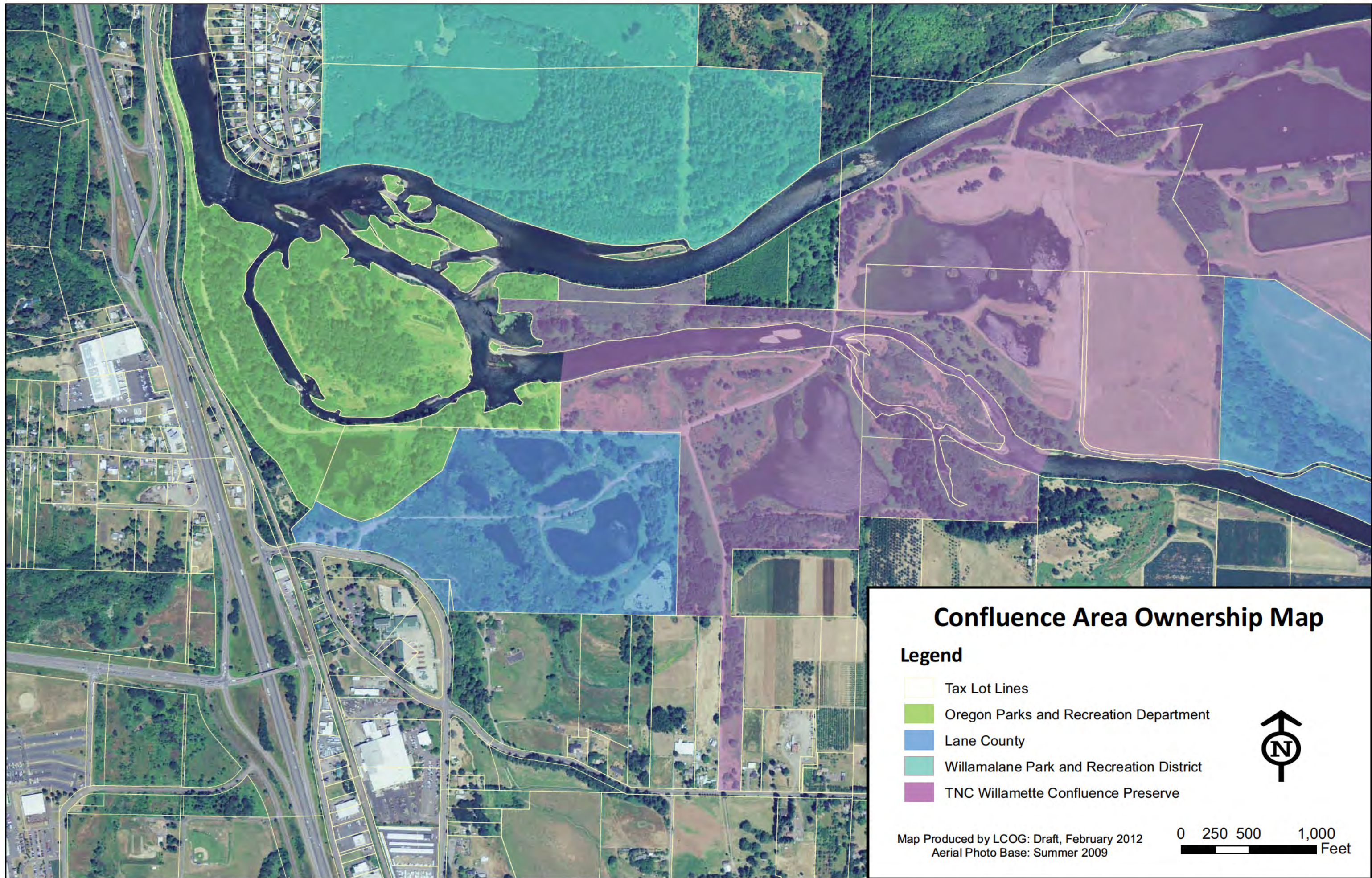


Photo by Chris Orsinger, Friends of Buford Park & Mt. Pisgah

#1 Floodplain Restoration Opportunity






Upper Willamette Floodplain Restoration Study, USACOE





Confluence Area Ownership Map

Legend

-  Tax Lot Lines
-  Oregon Parks and Recreation Department
-  Lane County
-  Willamalane Park and Recreation District
-  TNC Willamette Confluence Preserve





Map Produced by LCOG: Draft, February 2012
Aerial Photo Base: Summer 2009

0 250 500 1,000
Feet



Confluence Area - 2009 Aerial Photo

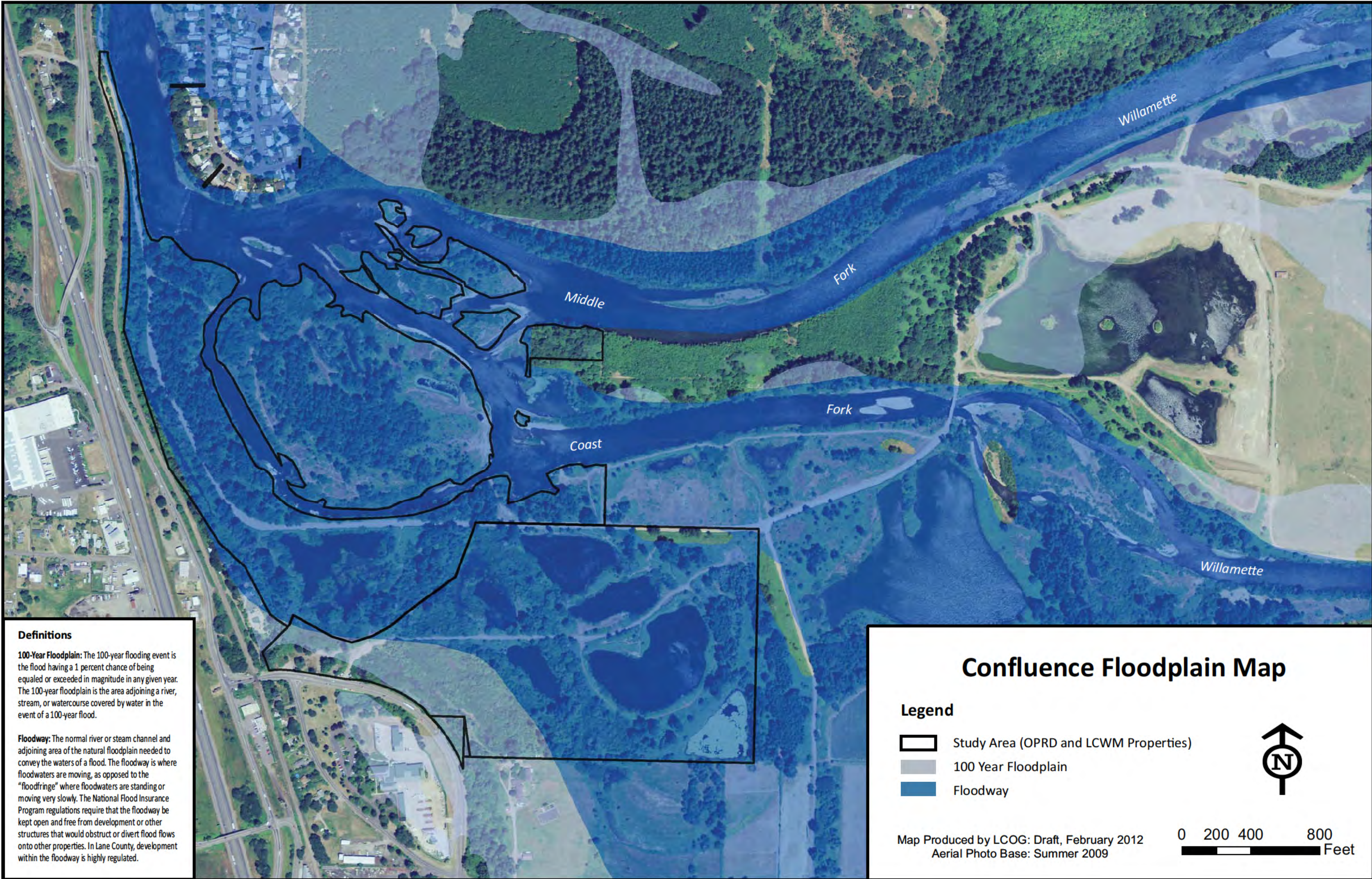
Legend

-  Oregon Parks and Recreation Department
-  Lane County



Map Produced by LCOG: Draft, February 2012
Aerial Photo Base: Summer 2009

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Feet






Definitions

100-Year Floodplain: The 100-year flooding event is the flood having a 1 percent chance of being equaled or exceeded in magnitude in any given year. The 100-year floodplain is the area adjoining a river, stream, or watercourse covered by water in the event of a 100-year flood.

Floodway: The normal river or stream channel and adjoining area of the natural floodplain needed to convey the waters of a flood. The floodway is where floodwaters are moving, as opposed to the "floodfringe" where floodwaters are standing or moving very slowly. The National Flood Insurance Program regulations require that the floodway be kept open and free from development or other structures that would obstruct or divert flood flows onto other properties. In Lane County, development within the floodway is highly regulated.

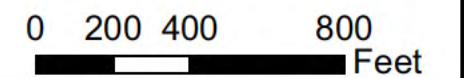
Confluence Floodplain Map

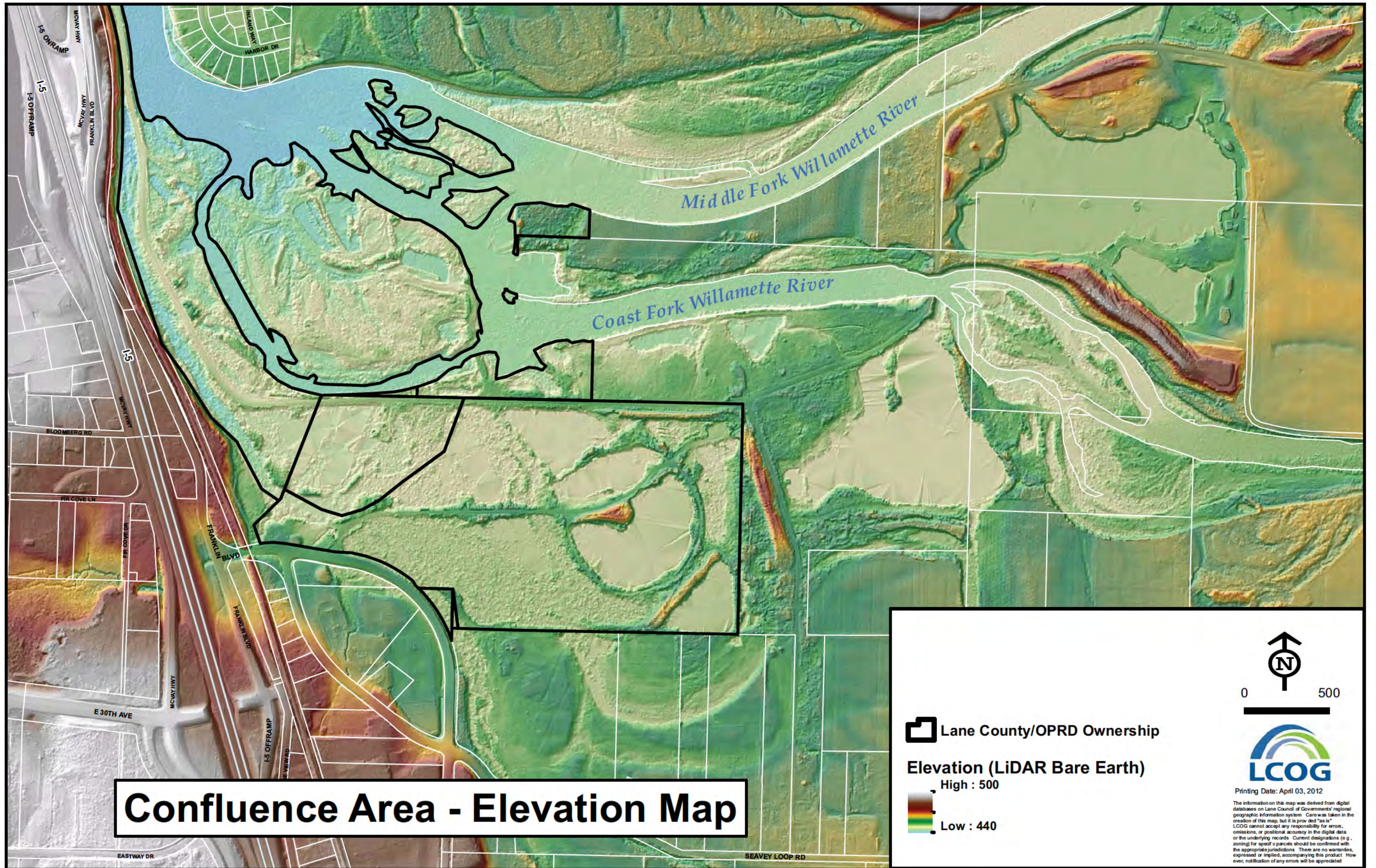
Legend

-  Study Area (OPRD and LCWM Properties)
-  100 Year Floodplain
-  Floodway



Map Produced by LCOG: Draft, February 2012
Aerial Photo Base: Summer 2009

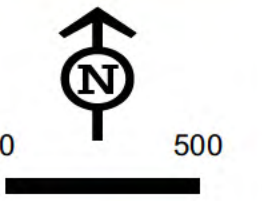
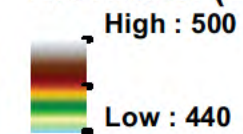




Confluence Area - Elevation Map

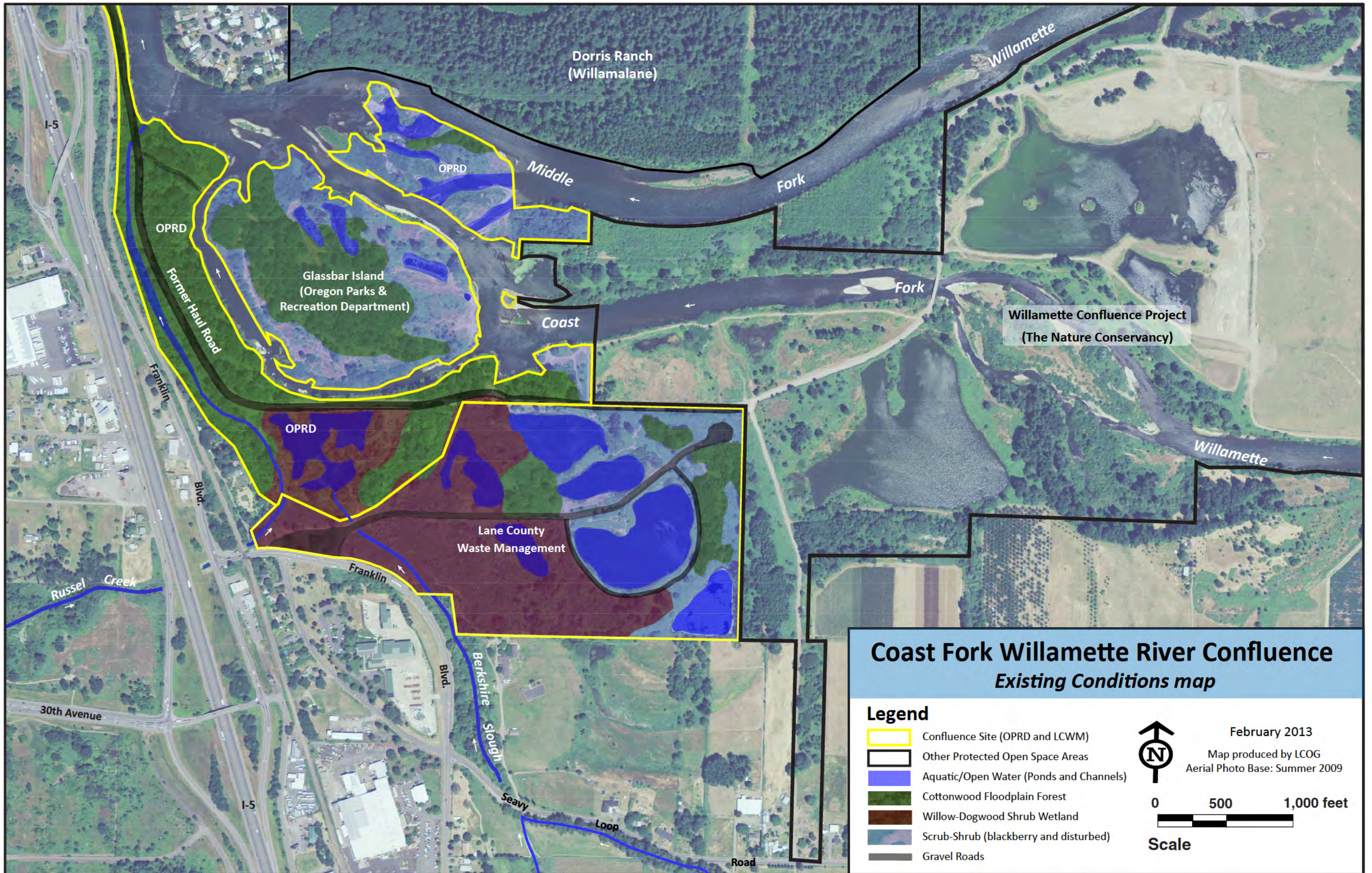
 Lane County/OPRD Ownership

Elevation (LiDAR Bare Earth)



Printing Date: April 03, 2012


The information on this map was derived from digital databases on Lane Council of Governments' regional geographic information system. Care was taken in the creation of this map, but it is provided "as is". LCOG cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. Current designations (e.g., zoning) for specific parcels should be confirmed with the appropriate jurisdictions. There are no warranties, expressed or implied, accompanying this product. However, notification of any errors will be appreciated.




Coast Fork Willamette River Confluence *Existing Conditions map*

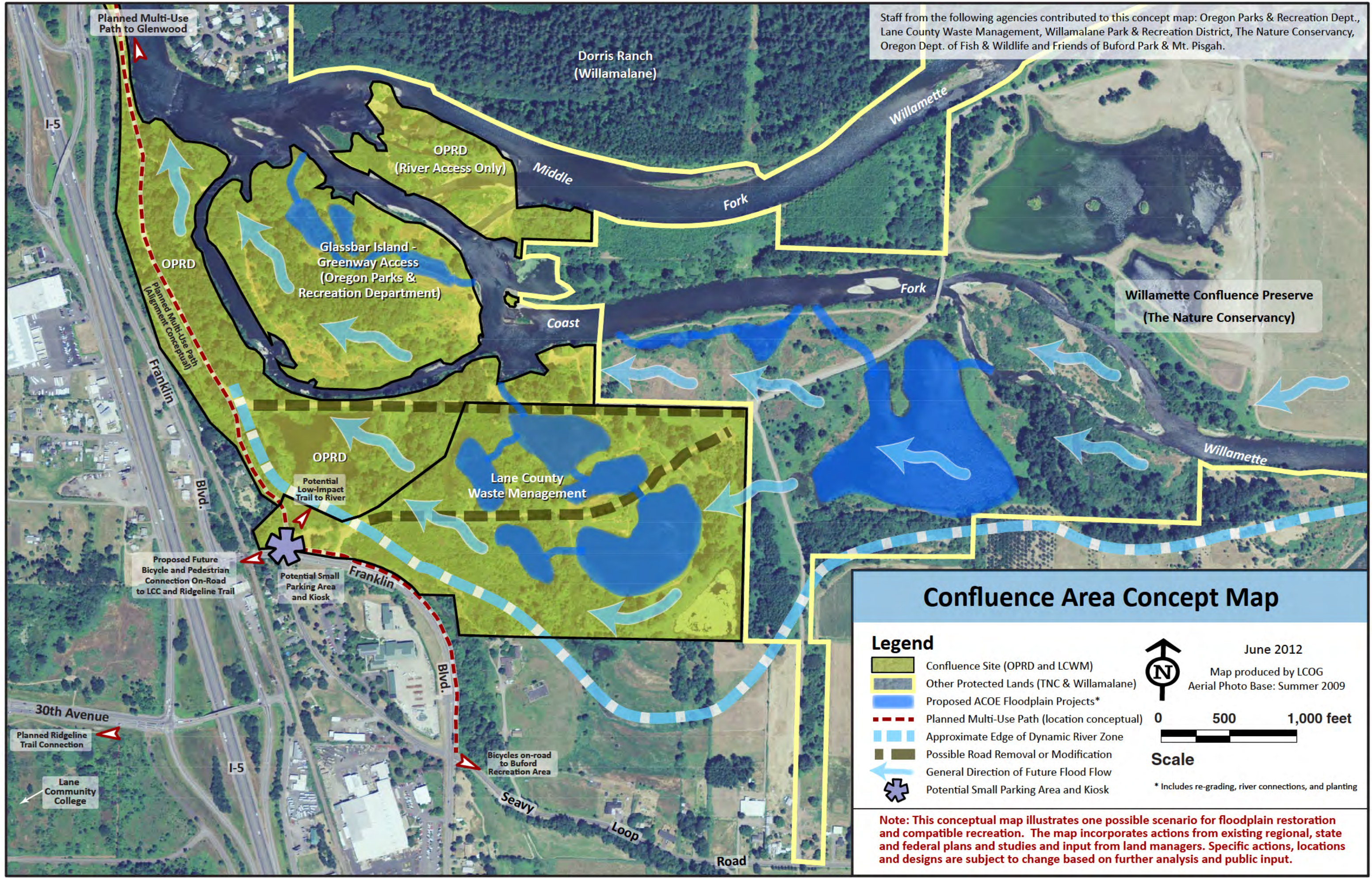
- Legend**
- Confluence Site (OPRD and LCWM)
 - Other Protected Open Space Areas
 - Aquatic/Open Water (Ponds and Channels)
 - Cottonwood Floodplain Forest
 - Willow-Dogwood Shrub Wetland
 - Scrub-Shrub (blackberry and disturbed)
 - Gravel Roads

February 2013
Map produced by LCOG
Aerial Photo Base: Summer 2009





Scale



Staff from the following agencies contributed to this concept map: Oregon Parks & Recreation Dept., Lane County Waste Management, Willamalane Park & Recreation District, The Nature Conservancy, Oregon Dept. of Fish & Wildlife and Friends of Buford Park & Mt. Pisgah.

Willamette Confluence Preserve
(The Nature Conservancy)

Confluence Area Concept Map

Legend

- Confluence Site (OPRD and LCWM)
- Other Protected Lands (TNC & Willamalane)
- Proposed ACOE Floodplain Projects*
- Planned Multi-Use Path (location conceptual)
- Approximate Edge of Dynamic River Zone
- Possible Road Removal or Modification
- General Direction of Future Flood Flow
- Potential Small Parking Area and Kiosk



June 2012
Map produced by LCOG
Aerial Photo Base: Summer 2009



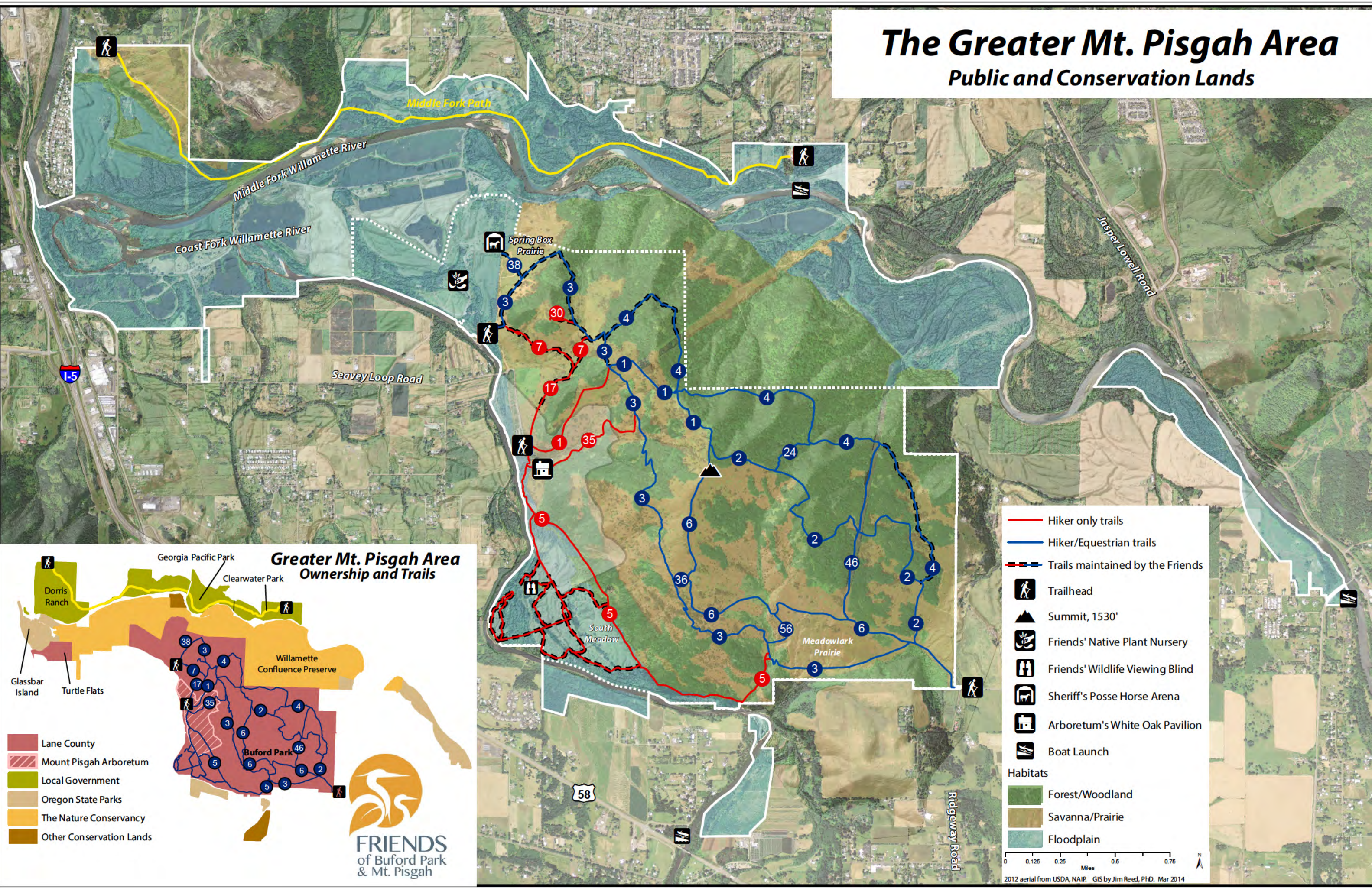
Scale

* Includes re-grading, river connections, and planting

Note: This conceptual map illustrates one possible scenario for floodplain restoration and compatible recreation. The map incorporates actions from existing regional, state and federal plans and studies and input from land managers. Specific actions, locations and designs are subject to change based on further analysis and public input.

The Greater Mt. Pisgah Area

Public and Conservation Lands



Greater Mt. Pisgah Area Ownership and Trails

Georgia Pacific Park
 Clearwater Park
 Dorris Ranch
 Glassbar Island
 Turtle Flats
 Willamette Confluence Preserve
 Buford Park

- Lane County
- Mount Pisgah Arboretum
- Local Government
- Oregon State Parks
- The Nature Conservancy
- Other Conservation Lands

FRIENDS
of Buford Park & Mt. Pisgah

- Hiker only trails
- Hiker/Equestrian trails
- Trails maintained by the Friends
- Trailhead
- Summit, 1530'
- Friends' Native Plant Nursery
- Friends' Wildlife Viewing Blind
- Sheriff's Posse Horse Arena
- Arboretum's White Oak Pavilion
- Boat Launch

Habitats

- Forest/Woodland
- Savanna/Prairie
- Floodplain

0 0.125 0.25 0.5 0.75 Miles

2012 aerial from USDA, NAIP. GIS by Jim Reed, PhD. Mar 2014



The Nature Conservancy in Oregon
821 SE 14th Avenue
Portland, OR 97214-2537

tel 503 802-8100
fax 503 802-8199
nature.org/oregon

November 5, 2014

Kevin Herkamp
Fish Restoration and Enhancement Program
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302

Re: Lower Coast Fork and Turtle Flats Floodplain Restoration Project

Dear Mr. Herkamp:

The Nature Conservancy's Oregon chapter is pleased to offer our support for the Friends of Buford Park & Mt. Pisgah (FBP) and its request for funding to implement site stabilization and stewardship activities centered on the Willamette Confluence. FBP is a strong partner and fills a critical niche in the southern Willamette Valley.

TNC has long supported the permanent conservation and restoration of the Turtle Flats property at the confluence of the Coast and Middle Forks of the Willamette River by FBP. The Nature Conservancy owns and manages the adjacent 1304-acre Willamette Confluence Preserve, and we consider Turtle Flats to be a critical component of our larger floodplain restoration objectives at the site.

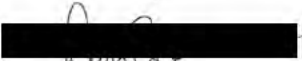
In 2015, The Nature Conservancy will collaborate with FBP on channel restoration design for our adjacent properties at the Willamette Confluence. The Nature Conservancy has secured more than \$174,000 to complete project engineering and design by summer of 2015. In addition, we have secured from Oregon Watershed Enhancement Board award which includes a \$40,000 contract with FBP for invasive species control.

This project will benefit listed endangered Chinook salmon, winter steelhead and cutthroat trout, among many other aquatic and terrestrial species that depend on floodplain habitats.

The mission of The Nature Conservancy is to conserve the lands and waters on which all life depends. The Conservancy commonly works with public agencies, local governments and private landowners to achieve our conservation objectives. The work done by FBP at the site exemplifies that approach to voluntary, pro-active and engaging conservation.

Please do not hesitate to contact me if you have further questions.

Sincerely,



Dan Bell

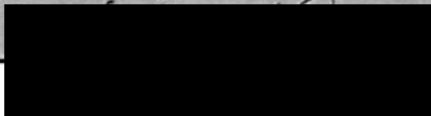
Willamette Basin Conservation Director
The Nature Conservancy, Oregon Chapter
(503) 802-8129
dbell@tnc.org

**Oregon Parks and Recreation Department
APPLICATION TO HOLD A SPECIAL EVENT / ACTIVITY**

Revision date 2/1/2013 (version 2.0)

Processing fee of \$100.00 should accompany all submitted applications, unless exempt by Division Rules.

Applicant should complete this section and attach any additional information as appropriate.

APPLICANT INFORMATION			
Applicant Name: <i>Chris Orsinger</i>		Organization: <i>Friends of Buford Park & Mt. Pisgah</i>	
Mailing Address: <i>PO Box 5266</i>			
City: <i>Eugene</i>	State: <i>OR</i>	Zip: <i>97405</i>	
E-Mail Address: <i>director@bufordpark.org</i>			
Phone: <i>541-344-8350</i>	Cell: <i>541-232-2474</i>	Fax: <i>N/A</i>	
ON SITE RESPONSIBLE CONTACT			
Name: <i>Jason Blazar, Stewardship Coordinator</i>			Cell: <i>541-543-6869</i>
ACTIVITY PROPOSED			
<i>(See attached description)</i>			
ACTIVITY LOCATION			
Park/Beach: <i>Glassbar Greenway Access</i>	Specific area of use: <i>Across Site</i>		
ACTIVITY DATE(S) (Include setup & cleanup days/times)			
Start Date:	<i>(see attached)</i>	Start Time:	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.
Finish Date:		Finish Time:	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.
DESCRIPTION OF ACTIVITIES (attach additional sheets if necessary)			
<i>See attached.</i>			
<input type="checkbox"/> Additional description detail attached.			
PERMIT FEES (Use fee worksheet or work with park staff to determine total fees)			
A) Total permit fees, including application processing fee: \$ <u><i>Waived</i></u>			
B) Fee reduction/waivers (requires approval by park staff): \$ _____			
Total special use permit fees – line A minus line B (does not include performance bond if required): \$ _____			
ADDITIONAL REQUIREMENTS: (Please attach)			
<ul style="list-style-type: none"> • Site plan indicating the location of activities, construction of facilities, structures, embellishment, and utilities, including staging area. • Description of parking and security arrangements • Description of plans for use of amplified sound, alcohol, entry fees and sale of goods and services. • Plan for timely cleanup and restoration of area use. • Fee calculation worksheet showing number of participants by day for multi-day events and activities. 			
<p><i>* Applicant shall be at least 18 years of age, or 21 years if alcohol is to be served. Applicant assumes full responsibility and liability for damages or injury to any member of the public arising out of the activity or use, including personal injury and property damages and for any damage to park property, including natural and cultural resources.</i></p> <p><i>* Applicant shall indemnify and hold harmless the State of Oregon, its Parks and Recreation Commission and members thereof, the Oregon Parks and Recreation Department and its officers, agents and employees against any and all damages, claims or causes of action arising from or in connection with the activity or use.</i></p>			
APPLICANT SIGNATURE: 		DATE: <i>6/21/2013</i>	

(FOR DEPARTMENT COMPLETION ONLY)

DATE APPLICATION RECEIVED: 6/27/13 FEES PAID: waived DATE RECEIVED: _____



OREGON PARK AND RECREATION DEPARTMENT
SPECIAL USE PERMIT
PERMIT #

PERMITTEE: Chris Oranjen		ORGANIZATION: Friends of Buford Park	
MAILING ADDRESS: PO Box 5266			
CITY: Eugene	STATE: OR	ZIP 97405	
PHONE: 541-344-8350		CELL: 541-232-2474	
ON SITE CONTACT PERSON: Jason Blazar		CELL: 541-543-6869	
ACTIVITY LOCATION: Glassbar Island WRL6		PERFORMANCE BOND: N/A	
CRITERIA EVALUATION:			
YES/NO/NA		YES/NO/NA	
<input checked="" type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/>	Consistent with local/state/federal laws	<input checked="" type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/>	Ability to finance, plan & manage activity
<input checked="" type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/>	Complies with Division rules	<input checked="" type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/>	Protects park resources
<input type="checkbox"/> / <input checked="" type="checkbox"/> / <input type="checkbox"/>	Disrupts traditional park use	<input checked="" type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/>	Experience in performing activity
<input type="checkbox"/> / <input checked="" type="checkbox"/> / <input type="checkbox"/>	Inconvenience neighbors or general public	<input checked="" type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/>	Plan for damage control or negative impact
<input type="checkbox"/> / <input checked="" type="checkbox"/> / <input type="checkbox"/>	Impact on public health/safety or welfare	<input checked="" type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/>	Ability to meet terms & conditions of permit
<input checked="" type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/>	Consistent with natural & cultural polices	<input checked="" type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/>	Positive impact

ACTIVITY PERMITTED: 6/27/13	DATE: 6/27/13
ADDITIONAL CONDITIONS OF THIS PERMIT: N/A	
ISSUING PARK/LOCATION: Glassbar WRL6/SWMU	
ADDRESS: 570 N. moss	
CITY: Lowell	STATE: OR ZIP: 97452
PHONE: 541-937-1173 ext 222	
APPROVER: Julie Whalen	TITLE: Park Manager
APPROVER SIGNATURE: [Redacted]	

*The department may, in its discretion, suspend this permit in the event of any emergency, significant law enforcement problem or substantial threat to public welfare, safety or property, arising from or affecting this activity, or for breach of permit conditions.

*The department retains the right to enter onto any park land at any time for the purposed of inspection or management.

THIS PERMIT TO BE MADE AVAILABLE, UPON REQUEST, ENTIRE DURATION OF THIS ACTIVITY

This permit is non-transferable.

**Oregon Parks & Recreation Department
Special Use Permit Application**

Applicant: Chris Orsinger
Friends of Buford Park & Mt. Pisgah,
P.O. Box 5266
Eugene, Oregon 97405
Office: 541-344-8350
Cell: 541-232-2474

OPRD Location: Glassbar Island Greenway Access

Duration: July 2013 to June 2015.

Proposed Activities:

Friends of Buford Park & Mt. Pisgah requests authorization for the following activities:

- 1) control of invasive plants and sowing of native seed and planting of native plants,
- 2) assessment of hydraulic conditions, including installation of staff gages and data loggers and associated data collection,
- 3) periodic surveys of fish and water quality (conducted by Oregon State University biologists),
- 4) development of a floodplain and habitat restoration design for OPRD's Glassbar Island and adjacent properties owned by Lane County and The Nature Conservancy. *Note:* The design process will include periodic opportunities for design input and approval by OPRD managers, followed by applications for necessary permits. (Floodplain channel restoration implementation is planned for 2015-2016.)

**LEASE AGREEMENT
FOR "TURTLE FLATS"**

This Lease Agreement ("Lease") is made and entered into effective April 30, 2014 ("Commencement Date"), by and between Lane County, a political subdivision of the State of Oregon ("Lessor") and Friends of Buford Park & Mt. Pisgah, an Oregon public benefit corporation ("Lessee").

1. RECITALS

- 1.1. Lessor and Lessee are parties to that certain Option Agreement effective April 30, 2014 which, for valuable consideration, grants Lessee the option to purchase the real property owned by Lessor that is the subject matter of this Lease and is attached as "Exhibit C."
- 1.2. Lessor is the owner of a fee simple interest in that certain real property located on Franklin Boulevard in Lane County, Oregon, consisting of approximately 63.74 acres ("64 Acres") and described in "Exhibit A" and "Exhibit B" to this Lease agreement ("Conservation Property").
- 1.3. Pursuant to this Lease, Lessor intends to lease to Lessee, and Lessee intends to lease from Lessor, the Conservation Property on the terms and conditions set forth in this Lease.
- 1.4. Lessee intends to use the Conservation Property primarily as a river system conservation area with future limited, compatible public recreation.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows.

2. CONDITIONS

- 2.1. **Lessee Expenses.** Lessee shall pay separately, and in addition to rent, for any utilities contracted by Lessee for use on the Conservation Property and for any labor associated with conservation management of the Conservation Property.
- 2.2. **Lessor Expenses:** Lessor shall provide weekly inspections by Waste Management staff to ensure compliance with the County's no trespassing closure of the Conservation Property, and will conduct seasonal mowing on the property in coordination with Lessee. In addition, Lessor shall maintain the integrity of fences on the property during the lease term.
- 2.3. **Maintenance.** Lessee will maintain the Conservation Property, and, except for fencing, will maintain, repair, or replace any improvements as necessary to keep them in a clean and good condition and repair throughout the Lease Term.

- 2.4. **No Waste.** Lessee will use reasonable efforts not to cause or permit any waste, damage, disfigurement, or injury to the Conservation Property, except that Lessee will have the right to conduct conservation activities described in Article 3.5.
- 2.5. **Liens.** Lessee will not suffer or permit any construction liens to attach to the interest of Lessee in all or any part the of the Conservation Property by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Lessee or any person occupying or holding an interest in all or any part of the Improvements on the Conservation Property. If any such lien is filed against the Conservation Property, Lessee will cause the same to be discharged of record within sixty (60) days after the date of its filing by either payment, deposit, or bond.
- 2.6. **Compliance with Legal Requirements.** Throughout the Lease Term, Lessee will promptly comply with all legal requirements that may apply to the Conservation Property or to the use or manner of uses of the Conservation Property, whether or not they interfere with the use and enjoyment of the Conservation Property, whether or not compliance with the legal requirements is required by reason of any condition, event, or circumstance existing before or after the Lease Term commences, with the exception of removal of hazardous waste described in Sec. 3.3. Lessee will pay all costs of compliance with legal requirements.
- 2.7. **Non-Assignment.** Without prior written approval of Lessor, Lessee may not transfer nor assign this Lease or a controlling interest in Lessee (including without limitation, mergers, consolidations, reorganizations, or combinations with other entities).
- 2.8. **Taxes.** Lessor and Lessee acknowledge that Lessee is a domestic public benefit corporation organized for charitable and scientific purposes that include preservation and restoration of diverse native and rare plant communities and the fauna they support, and that Lessee intends to use the Conservation Property primarily as a river system conservation area under this Lease, which may entitle Lessor to property tax exemption under the provisions of ORS 307.130. Lessee acknowledges that it is Lessee's responsibility to apply and provide documentation for such tax exempt status in accordance with OAR 150-307.130-(A), and that so long as Lessee timely submits the required applications and documentation, Lessor will remain responsible for the payment of all property taxes and assessments, including without limitation all supplemental and deferred taxes and assessments, levied against the Conservation Property or any personal property located thereon.
- 2.9. **Quiet Enjoyment.** On paying the Rent and adhering to all covenants, agreements, and conditions of this Lease, Lessee will have quiet enjoyment of the Conservation Property at all times during the Lease Term without hindrance or disturbance by any person claiming by, through or under Lessor, subject, however, to the exceptions, reservations, and conditions of this Lease.
- 2.10. **Lessor's Right to Inspect.** Lessee will permit Lessor or its authorized representatives to enter the Conservation Property at all reasonable times during usual business hours for

the purposes of inspecting them and making any repairs or performing any work that Lessee has neglected or refused to make in accordance with the terms, covenants, and conditions of this Lease.

3. USE

- 3.1. **Preservation of the Conservation Property.** Neither Lessor nor Lessee may permit any use of the Conservation Property that would adversely affect Lessor's and Lessee's respective interests in the property. Neither Lessor nor Lessee may remove, or allow removal of, any timber, harvestable crop, improvements, minerals, sand, gravel, or other item from the Conservation Property without the express written approval of the other party.
- 3.2. **Waste Removal.** Lessor will cooperate in the removal of any and all junked vehicles, equipment, machines, trash and hazardous or other solid waste from the Conservation Property. If Lessee elects to remove any waste suitable for disposal in a landfill, Lessee may transport it to Lessor's Short Mountain Landfill, and Lessor will waive landfill disposal fees. Waste that may be removed includes, but is not limited to, partially buried tires near a culvert north of the gravel road and stormwater catch basin debris and street sweeping debris in the northeast portion of the Conservation Property.
- 3.3. **Hazardous Substances.** Lessee must prevent Hazardous Substances from being stored, spilled, leaked, disposed of, or released on or under the Conservation Property. The term "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection under Environmental Standards, 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 by the United States Environmental Protection Agency (40 CFR pt 302).
- 3.4. **Signage.** Lessee may place signage at the property entrance and within the Conservation Property that, in Lessee's judgment, will support management of and control of access to the Conservation Property.
- 3.5. **Conservation Uses.** Permissible use of the Conservation Property by Lessee includes, but is not limited to: removal of vegetation determined in Lessee's sole discretion to be undesirable; planting of native vegetation; control of unauthorized public access; borings and sampling; conducting environmental assessments (including wetland delineations and biological surveys); and grading to restore wetland hydrology; all subject to Lessee's receipt of all necessary permits for such activities.

4. LEASE PROPERTY DESCRIPTION

- 4.1. **Property Description.** All that certain real estate situated in Lane County, Oregon, more particularly described in the attached "Exhibit A: Legal Property Descriptions" and "Exhibit

B: Tax Lot Maps” as follows and together referred to informally as “Turtle Flats,” which includes the following three tax lots:

4.1.1. Lane County Assessors’ Map No. 18-03-11-30, Tax Lot 100, Account No. 0984466, consisting of 63.01 acres, near Eugene, Oregon,

4.1.2. Lane County Assessors’ Map No. 18-03-11-30, Tax Lot 3802, Account No. 0999431, consisting of 0.62 acres, and

4.1.3. Lane County Assessors’ Map No. 18-03-11-30, Tax Lot 4300, Account No. 1003175, consisting of 0.10 acres.

5. TERM & TERMINATION

- 5.1. **Term.** The term of this Lease ("Lease Term") is the period from the Date of Commencement until September 30, 2016, unless earlier terminated in accordance with this Lease.
- 5.2. **Lease Termination.** This Lease will terminate if and when the property is transferred to the Lessee in accord with the Option Agreement ("Exhibit C"). Lessee may also terminate this Lease by sending written notice to Lessor 60 days in advance of termination.

6. RENT

- 6.1. **Rent Commencement Date:** Rent will commence upon the Commencement Date.
- 6.2. **Rent Amount.** Lessee shall pay \$100.00 per year to Lessor, which includes exclusive use of the Conservation Property and taxes, if any. The first year’s rent is due 10 days after the Commencement Date and each successive year’s rent will become due on the anniversary of the Commencement Date. Rent amount shall be mailed or delivered to:
Lane County Waste Management
3100 East 17th Ave.
Eugene, Oregon 97403
Attn: Dan Hurley, Manager

7. INSURANCE AND INDEMNITY

- 7.1. **Insurance.** At all times during the Lease Term, Lessee, at its expense, will maintain commercial general liability insurance on the conduct or operation of its use of the property, with Lessor named as additional insured by endorsement, with coverage in an amount not less than \$2,000,000 per occurrence. Before the Commencement Date, Lessee will deliver to Lessor certificates of insurance and such other documents as Lessor may require demonstrating compliance with the coverage requirements of this Lease. Lessee will procure and pay for renewals of such insurance from time to time before its expiration, and Lessee will deliver to Lessor and any additional named insured any

renewal policy or certificate at least thirty (30) days before the expiration of any existing policy.

- 7.2. **Indemnity.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, the parties agree to indemnify, defend, and hold each other, their agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the other party's negligence in the performance of or failure to perform under this Lease. Neither party to this Lease will be required to indemnify or defend the other party for any liability arising solely out of wrongful acts of its own officers, employees or agents.

8. OTHER PROVISIONS

8.1. Miscellaneous Provisions

- 8.1.1. **Exhibits.** All of the exhibits attached to this Lease are incorporated into the Lease by this reference.
- 8.1.2. **Sole Agreement.** This Lease and the Option Agreement (Exhibit C) constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. Lessee and Lessor mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease.
- 8.1.3. **Binding Effect.** This Lease will apply to and bind each of the parties and their heirs, executors, administrators, successors, and assigns.
- 8.1.4. **Time is of Essence.** Time is of the essence of this Lease.
- 8.1.5. **Due Date.** If the due date for performing any action or obligation of for providing any notice under this Lease falls on a Saturday, Sunday, or federal or Oregon legal holiday, the due date shall be deemed to be the immediately following date that is not a Saturday, Sunday, or federal or Oregon legal holiday.

- 8.2. **Force Majeure.** Neither Lessor nor Lessee will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.

- 8.3. **Governing Law, Forum, and Venue.** All matters in dispute between the parties arising from or relating to this Lease, including without limitation alleged tort or violation, shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. In no event shall this section be construed as a waiver by Lessor of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

- 8.4. **Severability.** If any provision of this Lease is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties are to be construed and enforced as if the Lease did not contain the particular provision held to be invalid.
- 8.5. **Relationship of Parties.** Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Lessor and Lessee.
- 8.6. **Notices.** Any notice, demand, request, consent or approval that either party desires or is required to give to the other party under this Lease shall be in writing and shall be sent to the following relevant address:

LESSEE

Friends of Buford Park & Mt. Pisgah
338 W. 11th Ave., Suite 100
Eugene, Oregon 97401
Attn: Chris Orsinger, Executive Director
Email: director@bufordpark.org

LESSOR

Lane County Waste Management
3100 E. 17th Ave.
Eugene, Oregon 97403
Attn: Dan Hurley, Manager
Email: Daniel.hurley@co.lane.or.us

Notices may be sent by any of the following means: (i) by delivery in person, (ii) by U.S. mail, return receipt requested, postage prepaid, or (iii) by e-mail. Notices delivered in person shall be deemed effective immediately upon receipt. Notices sent by certified mail shall be deemed given on the date deposited with the U.S. Postal Service, which shall exclude Saturdays, Sundays and federal or state designated legal holidays. Notices sent by e-mail transmission shall be effective on the date of successful transmission, excluded days as above. Either party may, from time to time, by written notice to the other, designate a different address, which shall be substituted for the one above specified.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the dates listed below with their respective signatures.

LESSEE:

FRIENDS OF BUFORD PARK & MT. PISGAH
An Oregon public benefit corporation

By: 
Jill Hoyenga
Board Secretary


Date: 4/30/2014

By: 
Chris Orsinger
Executive Director

Date: 4/30/2014

LESSOR:

LANE COUNTY
A political subdivision of the State of Oregon

By: 
Alicia Hays
Interim County Administrator

Date: 4/30/14

EXHIBIT A (Page 1 of 2)

Legal Description of Property

All that certain real estate situated in Lane County, Oregon, more particularly described as follows and together referred to informally as "Turtle Flats":

Lane County Assessors' Map No. 18-03-11-30, Tax Lot 100, Account No. 0984466, consisting of 63.01 acres, near Eugene, Oregon.

Lane County Assessors' Map No. 18-03-11-30, Tax Lot 3802, Account No. 0999431 consisting of 0.62 acres.

Lane County Assessors' Map No. 18-03-11-30, Tax Lot 4300, Account No., 1003175 consisting of 0.10 acres.

PROPERTY DESCRIPTION

PARCEL 1: Map No. 18-03-11-30, Tax Lot 100, Account No. 0984466, consisting of 63.01 acres

Beginning at the Northeast corner of the William Moore Donation Land Claim No. 60, in Township 18 South, Range 3 West of the Willamette Meridian; thence South along the East line of said Moore Donation Land Claim, 228.81 feet to a point North 89° 52' West of a stone on an existing fence line used in Reel No. 60 Instrument No. 57856; thence South 89° 52' East 37.85 feet to said stone; thence North 9° 23' West 232.0 feet to the point of beginning, in Lane County, Oregon.

PARCEL 2: Map No. 18-03-11-30, Tax Lot 3802, Account No. 0999431 consisting of 0.62 acres

The Northwest one quarter of the Southeast one quarter of Section 11, Township 18 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon.
ALSO: Beginning at a point on the North line of the William Moore Donation Land Claim No. 60, Section 11, Township 18 South, Range 3 West, Willamette Meridian, said point being the intersection of said North line with the Easterly right of way line of the existing Pacific Highway and being North 89° 46' East 247.6 feet from the Southeast corner of the A. Coryell Donation Land Claim No. 59; thence North 89° 46' East along said North line 922.6 feet to the Northeast corner of said Moore Donation Land Claim; thence South 9° 23' East 232.0 feet to a stone in the existing fence line; thence South 89° 52' East along said fence, 328.5 feet to the Southwest corner of the Northwest one quarter of the Southeast one quarter of said Section 11; thence North 1° 03.7' West along the North-South center line of said Section 11, 1323.6 feet to the center of said Section 11; thence South 89° 30' West along the East-West center line of said Section 11, 770.2 feet; thence South 10.0 feet; thence North 89° 30' East 446.0 feet to the Northeast corner of the Crenshaw property as described in deed recorded in Book 81, Page 428, Lane County Oregon Deed Records; thence South 19° 00' West along the Easterly line of said Crenshaw

property 287.92 feet to the Southeast corner thereof; thence South 51° 56' West 307.6 feet to the right (Westerly) bank of a creek; thence along the right (Westerly and Northerly) bank of said creek, the following bearings and distances; South 49° 40' West 166.0 feet; South 59° 18' West 115.0 feet; South 71° 20' West 128.0 feet; North 74° 42' West 126.0 feet and North 63° 08' West 248.2 feet to the Easterly line of a 20 foot private road; thence along said Easterly road line South 19° 54' West 58.7 feet and South 43° 50' West 222.7 feet to the Easterly line of the Old County Road; thence South 21° 13' East along said Easterly County Road line 146.0 feet to the Northerly right of way line of the said existing Pacific Highway; thence along said right of way line on the arc of a curve right having a radius of 268.73 feet (the long chord of which curve bears South 44° 40' East 294.0 feet) a distance of 311.1 feet to the point of beginning, in said Section 11, in Lane County, Oregon.

EXCEPT THEREFROM that portion described in deed to Emerald Peoples Utility District, recorded February 7, 1986, Reception No. 8605103, Lane County Official Records, in Lane County, Oregon.

PARCEL 3: Map No. 18-03-11-30, Tax Lot 4300, Account No., 1003175 consisting of 0.10 acres

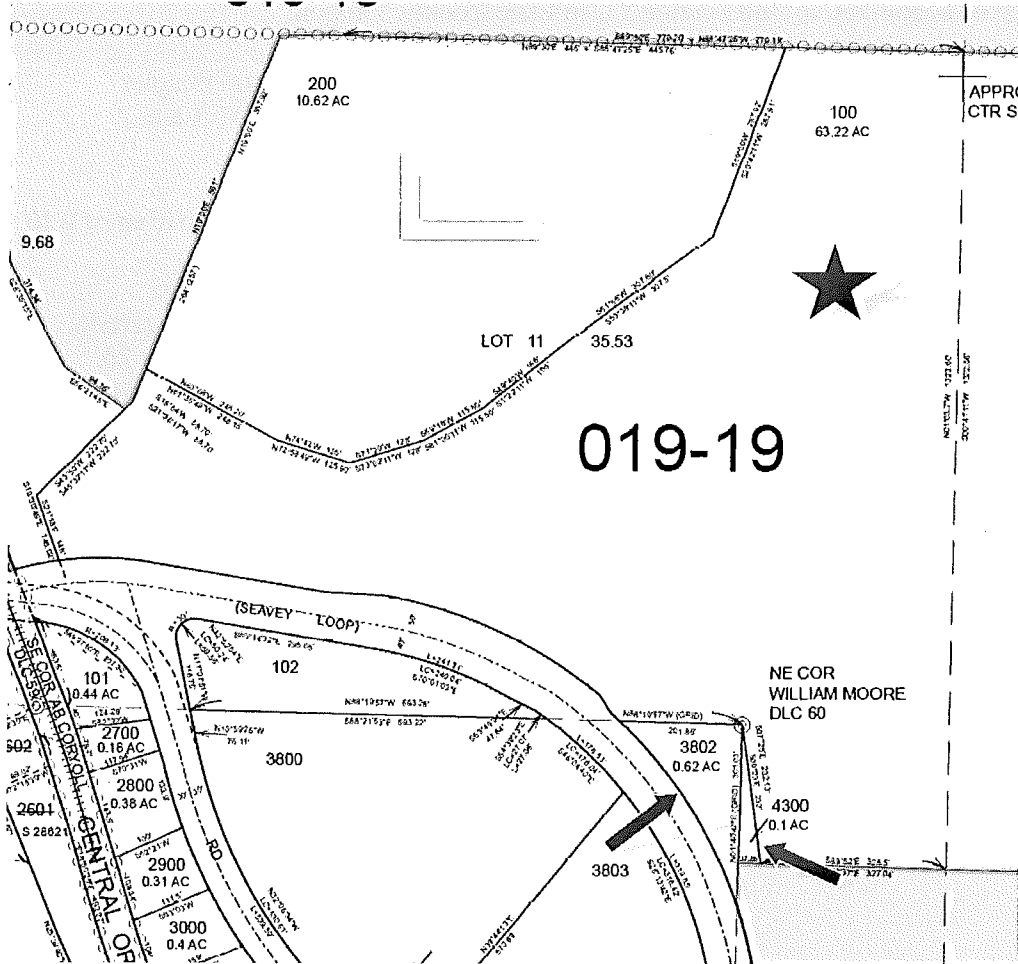
A parcel of land lying in Section 11, Township 18 South, Range 3 West of the Willamette Meridian, and being portions of the tract of land conveyed by that certain deed to John V. Sullivan and Julia J. Sullivan, husband and wife, recorded May 20, 1952, in Book 460, Page 347, Lane County Oregon Deed Records; the said parcel being described as follows: Beginning at the Northeast corner of the William Moore Donation Land Claim No. 60, in Township 18 South, Range 3 West, Willamette; and running thence along the North line of said Moore Claim North 88° 19' 57" West 201.86 feet to a point on the Northeasterly line of the County Road Survey of the new connections to Seavy Loop Road and Franklin Boulevard opposite and 40 feet distant Northerly from Engineers' Centerline Station L 12+22.03 P.O.C; thence on a 756.20 feet radius curve right (from a tangent bearing South 46° 01' 58" East) (the chord of which curve bears South 32° 10' 07" East 362.40 feet) a distance of 365.96 feet to the East line of said Moore Claim; thence North 1° 40' 47" East 301.03 feet to the place of beginning; in Lane County, Oregon.

EXHIBIT B (Page 1 of 2)

Tax Lot Maps of Subject Property owned by Lane County



MAP NO.
1
"9286" 5874



THIS MAP IS TO ASSIST LOCATING PROPERTY.
CASCADe TITLE CO. ASSUMES NO LIABILITY FOR INACCURACIES.

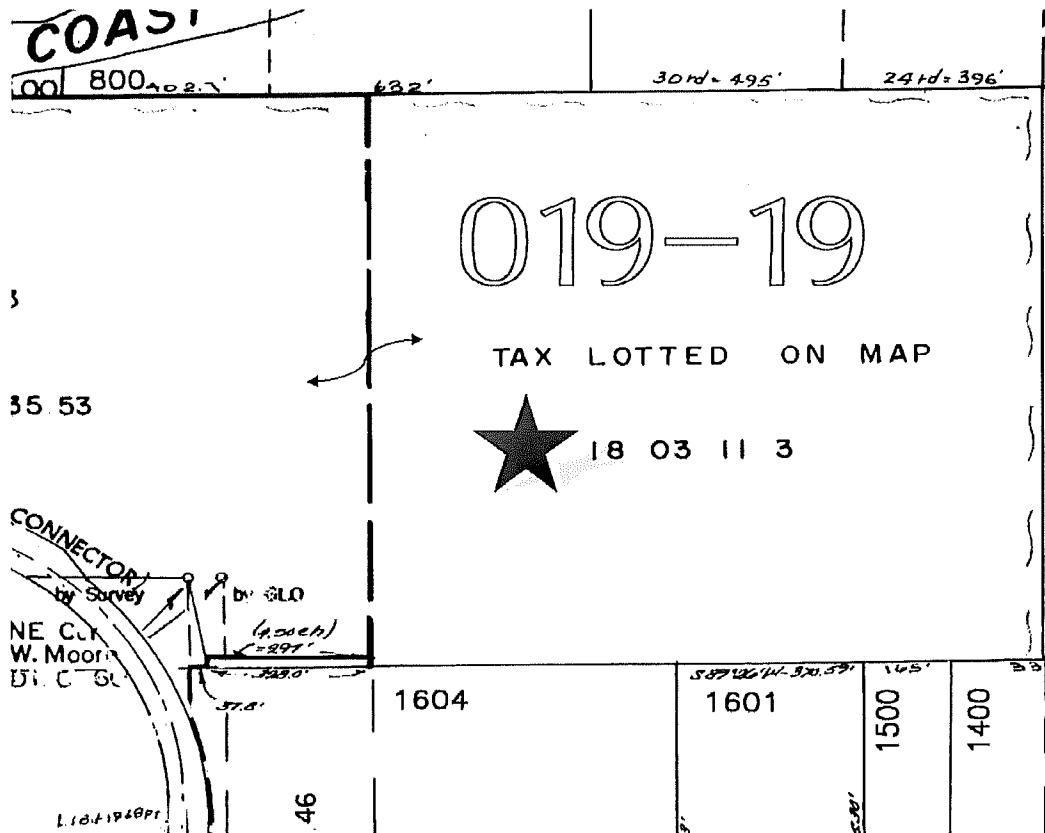
EXHIBIT B (Page 2 of 2)

Tax Lot Maps of Subject Property owned by Lane County



MAP NO.

18-03-11



THIS MAP IS TO ASSIST LOCATING PROPERTY.
CASCADe TITLE CO. ASSUMES NO LIABILITY FOR INACCURACIES.

EXHIBIT C

OPTION AGREEMENT AND AGREEMENT OF PURCHASE AND SALE FOR "TURTLE FLATS"

This Option Agreement ("Agreement") is made and entered into effective April 30, 2014 by and between Lane County, a political subdivision of the State of Oregon ("Seller"), and the Friends of Buford Park & Mt. Pisgah, an Oregon public benefit corporation ("Purchaser").

1. RECITALS

- 1.1. Seller and Purchaser are parties to that certain Lease Agreement effective April 30, 2014 which, for valuable consideration, leases to Purchaser the real property owned by Seller that is the subject matter of this Agreement and is attached as Exhibit "D."
- 1.2. Seller is the owner of a fee simple interest in that certain real property located on Franklin Blvd. in Lane County, Oregon, consisting of approximately 63.74 acres described in Exhibits A and B to this Agreement (the "Conservation Property").
- 1.3. Pursuant to this Option, Seller intends to grant to Purchaser, and Purchaser to accept from Seller, an exclusive option to purchase the Conservation Property on the terms and conditions set forth in this Agreement.
- 1.4. Purchaser intends to secure funding for purchase from Bonneville Power Administration ("BPA"), which would be granted a conservation easement on the Conservation Property at closing. BPA's funding is contingent on its successful completion of its due diligence process and approval to fund.
- 1.5. Purchaser intends to use the Conservation Property primarily as a river system conservation area with future limited, compatible public recreation.
- 1.6. Seller and Purchaser recognize that the intended use of the Conservation Property is charitable and anticipate the Conservation Property will qualify for an exemption from property taxes under ORS.307.130 or any other applicable property tax exemption.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows.

2. CONDITIONS

- 2.1. **Preservation of the Conservation Property.** Seller acknowledges that Purchaser intends to use the Conservation Property as a river system conservation area with future limited, compatible public recreation. Both Seller and Purchaser agree to refrain from and shall not permit any use of the Conservation Property that would adversely affect Purchaser's intended use of the Conservation Property.

- 2.2. **Waste Removal.** At least 60 calendar days prior to scheduled Closing in Section 4.5.1, Seller will remove any and all remaining junked vehicles, equipment, machines, trash and hazardous or other solid waste from the Conservation Property to the satisfaction of Purchaser. Purchaser will have the option to waive in writing this requirement for some or all waste. Waste to be removed includes but is not limited to partially buried tires near a culvert north of the gravel road, and stormwater catch basin debris and street sweeping debris in northeast portion of the Conservation Property.

3. PROPERTY DESCRIPTION

- 3.1. **Property Description.** All that certain real estate situated in Lane County, Oregon, more particularly described in the attached "Exhibit A: Legal Property Descriptions" and "Exhibit B: Tax Lot Maps" as follows and together referred to informally as "Turtle Flats," which includes the following three tax lots:
- 3.1.1. Lane County Assessors' Map No. 18-03-11-30, Tax Lot 100, Account No. 0984466, consisting of 63.01 acres, near Eugene, Oregon.
- 3.1.2. Lane County Assessors' Map No. 18-03-11-30, Tax Lot 3802, Account No. 0999431, consisting of 0.62 acres.
- 3.1.3. Lane County Assessors' Map No. 18-03-11-30, Tax Lot 4300, Account No. 1003175, consisting of 0.10 acres.
- 3.2. Although Seller believes that the Conservation Property contains approximately 63.74 acres and has so represented to Purchaser, neither party considers the precise amount of acreage contained in the Property to be material to the purchase or sale of the Property. On exercise of the Option, the parties' obligations under this Agreement will not be avoided due to any determination that the Conservation Property in fact contains more or fewer than 63.74 acres. However, if the actual acreage is determined to be less than 60 or more than 70 acres and such determination results in a material change in the valuation of the Property, the parties may negotiate a reduction or increase in the purchase price.

4. GRANT OF OPTION FOR PURCHASE

- 4.1. **Grant of Option.** Seller, in consideration of the Option Consideration stated in Section 4.2, grants to Purchaser the sole and exclusive option (the "Option") to purchase the Conservation Property in the manner and for the price stated in this Agreement.
- 4.2. **Option Term and Exercise.** This Option shall expire at 11:59 p.m. September 30, 2016. If Purchaser chooses to exercise the Option, Purchaser will do so by delivering a written notice to Seller at the address listed in Section 4.16. Exercise of this Option shall be considered effective as of the date of postmark on the written notice ("Option Exercise Date"), or date stamped when received in the office if hand delivered, and shall be considered timely if the notice is dated on or before the date the Option expires.
- 4.3. **Option Consideration.** As consideration for this Option, Purchaser will deposit into escrow with Cascade Title Insurance Company ("Escrow Holder"), the sum of \$100

("Option Consideration") within ten business days following the Effective Date of this Agreement. The Option Consideration shall be credited toward Purchaser's purchase price for the Conservation Property to be paid at Closing.

4.3.1. Except as otherwise specifically set forth in this Agreement, if Purchaser chooses not to exercise the option, the Option Consideration shall be delivered to Seller by the Escrow Holder, and, in the absence of Seller's breach of this Agreement, neither party shall have any further right or obligation with regard to the purchase and sale of the Conservation Property.

4.3.2. In the event Purchaser does not exercise the Option granted in this Agreement, Purchaser will provide Seller with any instruments that Seller reasonably deems necessary for the purpose of removing from the public record any cloud on title to the Property that is attributable to the grant or existence of the Option.

4.4. **Purchase Price.** If Purchaser exercises its option to purchase the Conservation Property, the total purchase price for the Conservation Property shall be the appraised value of \$354,000 per appraisal by Charles P. Thompson & Associates dated February 17, 2014. If and when the Closing occurs, the purchase price shall be paid by wire transfer through the escrow company specified in section 4.3 above. Seller does not regard this Purchase Price as a bargain sale transaction.

4.5. **Closing.**

4.5.1. **Closing Date.** If Purchaser exercises its option to purchase the Conservation Property, closing of this transaction through escrow will occur on or before September 30, 2016, or as soon thereafter as all conditions precedent in Section 4.5.4 are satisfied or waived. The terms of this Agreement shall constitute the parties' joint escrow instructions to the Escrow Holder. Each party may also provide the Escrow Holder and the other party with additional escrow instructions that are consistent with the terms of this Agreement.

4.5.2. **Closing Costs.** Escrow fees charged by the Escrow Holder in connection with this transaction shall be paid out of escrow by Seller. Documentary transfer taxes and the premium for the title insurance policy shall be paid by Seller. In addition, the cost of recording the deed and the cost of any endorsements to the title insurance policy required by Seller, and all other escrow and closing costs, fees, and expenses shall also be paid by Seller.

4.5.3. **Contribution to Restoration Fund.** At closing, Seller will deposit an amount equal to the purchase price less Seller's actually incurred transaction expenses in a total amount not to exceed \$40,000 including but not limited to, appraisal costs, escrow fees, closing costs, and reasonable attorney fees incurred between July 1, 2012 and the Closing Date (and not reimbursed at Closing by other parties) into the "Turtle Flats Restoration Fund" managed by the Oregon Community Foundation. The contribution described in the preceding sentence is estimated to be \$315,000. The Turtle Flats Restoration Fund shall be exclusively dedicated to land

stewardship, restoration, operations and maintenance activities for the benefit of the Conservation Property for conservation and compatible recreation. Nothing in this provision is intended to limit use of the Turtle Flats Restoration Fund for improvements that Purchaser in its sole discretion deems will advance the conservation or recreational purposes of the Conservation Property.

4.5.4. Conditions Precedent to Closing. In addition to all other conditions set forth in this Agreement, Purchaser's obligation to proceed with the Closing shall be subject to all of the following conditions, which are intended solely for the benefit of Purchaser, any or all of which Purchaser will have the right to waive by written notice, at Purchaser's sole discretion:

4.5.4.1. Seller's timely compliance with each of its obligations, covenants, and agreements set forth in this Agreement, including but not limited to waste removal obligations in Section 2.2.

4.5.4.2. The accuracy and completeness in all material respects of each of Seller's representations and warranties as of the Effective Date of this Agreement and the Closing Date.

4.5.4.3. No administrative or judicial proceeding shall have commenced as of the Closing Date that seeks to prevent or restrain the consummation of the transaction contemplated by this Agreement or that would adversely affect the Conservation Property or its use.

4.5.4.4. As of the Closing Date, there shall have been no material adverse change in the physical and environmental condition of the Conservation Property.

4.5.4.5. Each of the private and/or governmental funding sources for Purchaser's acquisition of the Conservation Property shall have approved in writing the Appraisal and shall have approved any other matter relating to the Conservation Property that is required by such funding source in connection with providing such funding.

4.5.4.6. The funding sources for Purchaser's acquisition of the Conservation Property shall have distributed to Purchaser or to the Escrow Holder funds sufficient for the full amount of the Purchase Price.

4.5.4.7. The Title Company shall be irrevocably committed to issue to Purchaser a standard ALTA owner's title policy in the amount of the Purchase Price, insuring that the Conservation Property is vested in Purchaser, subject only to the exceptions approved by Purchaser as provided in this Agreement.

4.6. Closing Deliveries. On or before the Closing Date, Seller shall deliver to the Escrow Holder the documents listed in this Section (4.6). Seller must submit these documents to Purchaser for its review and final action by its board of directors at least 30 complete business days before Closing.

- 4.6.1. A good and sufficient Oregon statutory Warranty deed (under ORS 93.850), duly executed by Seller, conveying to Purchaser good, insurable, and marketable title to the Conservation Property, free and clear of all liens, encumbrances, and exceptions, except those that are approved or waived by Purchaser pursuant to Section 4.5.4.7 of this Agreement, subject to the following statutory restrictions and provisions:
 - 4.6.1.1. A restriction on the use of the Conservation Property that limits the uses of the Property to open space, parks, or natural areas for perpetual public use in accordance with ORS 271.330, and
 - 4.6.1.2. A provision for the reversion of the Conservation Property to the Seller if the Property is not used in conformance with the restriction in Section 4.6.1.1 of this Agreement;
 - 4.6.1.3. A provision that, providing Purchaser has complied with the terms of this Agreement, Seller shall not object to Purchaser's request for relinquishment in accordance with ORS 271.335 of the Seller's reversionary interest created in Sec 4.6.1.2.
 - 4.6.1.4. A complete legal description will be included in the deed to Purchaser.
- 4.6.2. A written waiver of "tipping fees" for disposal of waste debris (e.g. tires, mechanical debris, hazardous wastes, etc.), if any, discovered by Purchaser during excavation to restore floodplain function and transported to Seller's Short Mountain Landfill within 36 months of the date of closing.
- 4.6.3. Such additional documentation as Purchaser may reasonably deem necessary or desirable to effectuate the transaction contemplated by this Agreement and to convey the Conservation Property to Purchaser.
- 4.7. **Right of Entry and Inspection.** Purchaser and its agents are granted the right to enter upon the Conservation Property at reasonable times for surveying, conducting an environmental inspection and assessment to detect hazardous or toxic substances, and other reasonable purposes related to this transaction. Based upon the results of the environmental inspection and assessment and other inspections, Purchaser may elect to: (a) refuse to accept the Conservation Property, in which case the Option Consideration shall be promptly refunded; or (b) request that Seller correct problems revealed by the inspections and/or assessments.
- 4.8. **Title Review.** Purchaser has obtained a preliminary commitment for an ALTA standard coverage owner's policy of title insurance (the "Title Report") from Cascade Title Company (the "Title Company") pursuant to which such Title Company is prepared to issue said owner's policy of title insurance in the amount of the total Purchase Price. The cost of this owner's policy shall be paid for out of escrow by Seller. Seller warrants that title shall be good, marketable, and insurable subject only to the exceptions approved by Purchaser pursuant to this Section. No later than the Option Exercise Date, or in the event of a later amendment to the Title Report, ten business days after Purchaser's receipt of the

amended Title Report, Purchaser shall notify Seller in writing of any exceptions thereto that are wholly or conditionally acceptable to Purchaser (the "Title Notice"). After Title Notice is given, no additional encumbrances or exceptions affecting the Property may arise from the date of Title Notice through the Closing Date. Any additional encumbrance or exception that Seller desires to affect the Property shall require the prior written approval of Purchaser, which approval shall be in the sole discretion of Purchaser. It shall be a condition precedent to Purchaser's obligation to proceed with closing that the Title Company be irrevocably committed to issue to Purchaser a standard ALTA owner's title policy in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Purchaser, subject only to the exceptions approved by Purchaser in writing in its sole discretion. Notwithstanding the foregoing, Seller shall, on or before the Closing Date, eliminate all monetary liens and exceptions that appear on or affect title to the Property, except for current taxes, which shall be prorated as provided below.

4.9. **Seller's Representations and Warranties.** Seller warrants and represents to Purchaser that the following are true and correct as of the Effective Date of this Agreement and shall be true and correct as of the Closing Date, and agrees to indemnify, defend, and hold Purchaser harmless from any loss or liability relating to these matters, with the intent that these representations, warranties, and indemnities shall survive Closing:

4.9.1. Seller is the legal owner of the Conservation Property in fee simple. The Conservation Property is not now subject to any written or oral lease, license, permit, option, agreement of sale, claim, or legal proceeding except as disclosed in the Title Report. Seller has the full power and authority to execute this Agreement and all agreements and documents referred to in this Agreement and to fully perform as required by this Agreement.

4.9.2. Seller is not aware of any facts that would adversely affect Purchaser's intended uses of the Conservation Property.

4.9.3. To the best of Seller's knowledge, the Conservation Property has, and shall have at Closing, legal and physical access to a public road that is insurable with title insurance.

4.9.4. To the best of Seller's knowledge, there are no Hazardous Substances present in, on, or under the Conservation Property, including without limitation, in the soil, air, or groundwater, and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of any Environmental Law at the Conservation Property. Seller further represents that, to the best of Seller's knowledge, there are no underground storage tanks located on the Conservation Property. The term "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection under Environmental Standards, 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 by the United States Environmental Protection Agency (40 CFR pt 302).

- 4.9.5. Seller has not used a real estate agent or broker in connection with the sale of the Conservation Property, other than is referenced in this Agreement.
 - 4.9.6. No labor, materials, or services have been furnished in, on, or about the Conservation Property or any part thereof from which any mechanics', laborers', or material persons' liens or claims might arise.
 - 4.9.7. There are no parties or trespassers in possession, or that have a right to possess, all or any portion of the Conservation Property, nor are there any boundary line disputes regarding the Conservation Property.
 - 4.9.8. There is presently no pending or threatened condemnation or similar proceeding.
 - 4.9.9. Neither the execution nor delivery of this Agreement, nor consummation of the transaction contemplated hereby, nor fulfillment of nor compliance with the terms and conditions hereof contravenes any provision of any law, statute, rule, or ordinance to which Seller or the Conservation Property is subject, or conflicts with or results in a breach of or constitutes a default under any of the terms or conditions of any agreement or instrument to which Seller is a party or by which it is bound.
 - 4.9.10. There is no litigation either pending or, to the best of Seller's knowledge, threatened, that could now or in the future in any way constitute a lien, claim or obligation of any kind on the Conservation Property; affect the use, ownership, or operation of the Conservation Property; or otherwise adversely affect the Conservation Property or the consummation of the transaction contemplated by this Agreement. For purposes of this subsection, "litigation" includes any lawsuit, action, administrative proceeding, governmental investigation, and all other proceedings before any tribunal having jurisdiction over the Conservation Property.
 - 4.9.11. Seller has complied in all material respects with all applicable laws, ordinances, regulations, statutes and rules relating to the Conservation Property, and every part thereof. Seller has not received, nor is Seller aware of, any notification from any governmental authority having jurisdiction of (i) violation of such law, ordinance, regulation, statute or rule relating to the Conservation Property; (ii) requiring any work to be done on the Conservation Property; or (iii) advising of any condition (including without limitation Hazardous Substance) that would render the Conservation Property unusable or adversely affect the Conservation Property.
- 4.10. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, the parties agree to indemnify, defend, and hold each other, their agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the other party's negligence in the performance of or failure to perform under this Agreement. Neither party to this Option will be required to indemnify or defend the other party for any liability arising solely out of wrongful acts of its own officers, employees or agents.

- 4.11. **Remedies.** In addition to any other remedy specifically set forth in this Agreement, each of the parties has the right to enforce the provisions of this Agreement through an action for specific performance, injunctive relief, damages, contribution or any other available proceedings in law or equity. A party's election of any one remedy available under this Agreement shall not constitute a waiver of other available remedies.
- 4.12. **Taxes.** Seller shall remain responsible for the payment of all property taxes and assessments (including, without limitation, all supplemental and deferred taxes and assessments) levied against the Conservation Property and/or any personal property located thereon arising between the Effective Date and the Closing Date.
- 4.13. The parties agree to act in good faith and with fair dealing with one another in the execution, performance, and implementation of the terms and provisions of this Agreement. Whenever the consent, approval, or other action of a party is required under any provision of this Agreement, the consent, approval, or other action will not be unreasonably withheld, delayed, or conditioned by a party unless the provision in question expressly authorizes the party to withhold or deny consent or approval or decline to take action in accordance with a different standard, in which case the consent or approval or the decision to not take action may be withheld, delayed, or conditioned in accordance with the different standard.
- 4.14. **Recording.** On the Effective Date, Seller will execute, acknowledge, and deliver to Purchaser a Memorandum in the form attached as Exhibit C. If Purchaser fails to exercise the Option before the Option Term expires, Purchaser will execute, acknowledge, and deliver to Seller a statutory bargain and sale deed releasing any interest in the Property.
- 4.15. **Disclosures Required by ORS 93.040.**
- 4.15.1. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17,

CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

4.15.2. 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 THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

4.15.3. THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505.

5. OTHER PROVISIONS

5.1. Miscellaneous Provisions

- 5.1.1. **Exhibits.** All of the exhibits attached to this Agreement are incorporated into the Agreement by this reference.
- 5.1.2. **Sole Agreement.** This Option Agreement and the Lease Agreement (Exhibit D) constitute the sole and complete agreement between the parties and cannot be changed except by written amendment. Purchaser and Seller mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Agreement.
- 5.1.3. **Binding Effect.** This Agreement will apply to and bind each of the parties and their heirs, executors, administrators, successors, and assigns.
- 5.1.4. **Time is of Essence.** Time is of the essence of this Agreement.

- 5.1.5. **Due Date.** If the due date for performing any action or obligation of for providing any notice under this Agreement falls on a Saturday, Sunday, or federal or Oregon legal holiday, the due date shall be deemed to be the immediately following date that is not a Saturday, Sunday, or federal or Oregon legal holiday.
- 5.2. **Force Majeure.** Neither Purchaser nor Seller will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 5.3. **Governing Law, Forum, and Venue.** All matters in dispute between the parties arising from or relating to this Agreement, including without limitation alleged tort or violation, shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. In no event shall this section be construed as a waiver by Seller of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
- 5.4. **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 5.5. **Relationship of Parties.** Nothing contained in this Agreement is to be deemed or construed, either by the parties to this Agreement or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Seller and Purchaser.
- 5.6. **Notices.** Any notice, demand, request, consent or approval that either party desires or is required to give to the other party under this Agreement shall be in writing and shall be sent to the following relevant address:

PURCHASER

Friends of Buford Park & Mt. Pisgah
338 W. 11th Ave., Suite 100
Eugene, Oregon 97401
Attn: Chris Orsinger, Executive Director
Email: director@bufordpark.org

SELLER

Lane County Waste Management
3100 E. 17th Ave.
Eugene, Oregon 97403
Attn: Dan Hurley, Manager
Email: Daniel.hurley@co.lane.or.us

Notices may be sent by any of the following means: (i) by delivery in person, (ii) by U.S. mail, return receipt requested, postage prepaid, or (iii) by e-mail. Notices delivered in person shall be deemed effective immediately upon receipt. Notices sent by certified

mail shall be deemed given on the date deposited with the U.S. Postal Service, which shall exclude Saturdays, Sundays and federal or state designated legal holidays. Notices sent by e-mail transmission shall be effective on the date of successful transmission, excluded days as above. Either party may, from time to time, by written notice to the other, designate a different address, which shall be substituted for the one above specified.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement on the dates listed below their respective signatures.

FRIENDS OF BUFORD PARK & MT. PISGAH (Purchaser)
An Oregon nonprofit corporation

By: _____ Date: _____
Jill Hoyenga, Board Secretary

By: _____ Date: _____
Chris Orsinger, Executive Director

LANE COUNTY (Seller):

By: _____ Date: _____
Alicia Hays
Interim County Administrator

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: APR 18 1994

Employer Identification Number:
93-1129647
Case Number:
954035048
Contact Person:
RON GARBER
Contact Telephone Number:
(213) 725-6619
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

FRIENDS OF BUFORD PARK & MT PISGAH
P O BOX 5266
EUGENE, OR 97405

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c) (3) .

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a) (1) and 170(b) (1) (A) (vi) .

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA) .

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a) (1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a) (1) organization.

Donors may deduct contributions to you as provided in section 170 of the

FRIENDS OF BUFORD PARK & MT PISGAH

Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Evidence submitted with your application indicates that you may engage in lobbying activities. Section 501(c)(3) of the Code specifically prohibits lobbying as a substantial part of your activities. If you do not wish to be subject to the test of substantiality under section 501(c)(3), you may elect to be covered under the provisions of 501(h) of the Code by filing Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization to Make Expenditures to Influence Legislation. This section establishes ceil-

FRIENDS OF BUFORD PARK & MT PISGAH

ing amounts for lobbying expenditures.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Richard R. Orosco
District Director

Signature Authorization Page

I hereby make an application for financial assistance under the terms and conditions of the R&E Program as described in my project application.

I understand that if my project is approved for funding, the following will apply:

- All project sponsors must sign a grant agreement containing the terms and conditions on which funding will be released.
- Project expenses which occur before the grant agreement is signed or after the expiration date will not be paid by the R&E Program.
- Copies of all necessary permits must be submitted to the R&E Program.
- Project sponsors must certify compliance with local, state, and federal regulations and laws.
- Landowner, monitoring and maintenance agreements must be submitted to the R&E Program.
- Regular progress reports may be required, and at the end of each project a Completion Report must be submitted.
- Educational products resulting from projects are public domain.
- All information submitted to either party under this application is subject to the federal Freedom of Information Act.

Project Title: Turtle Flats Confluence Channel Restoration-Ph. I

Applicant: Friends of Buford Park & Mt. Pisgah

Date: November 6, 2014

Fiscal Officer:



Executive Director, November 6, 2014