

AFTER RECORDING, RETURN TO:

Metro
Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232-2736

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this "Easement") is entered into this 27 day of February, 2019, by and between the City of Lake Oswego, Oregon, an Oregon municipal corporation ("Grantor") and Metro, an Oregon municipal corporation ("Metro").

RECITALS

A. Grantor is the fee simple owner of that certain real property approximately 5 acres in size located in the County of Clackamas, State of Oregon, commonly known as 1551 SW Childs Road, Lake Oswego, Oregon, and more particularly described on the attached Exhibit A (the "Property").

B. On November 7, 2006, the voters approved Ballot Measure 26-80 (the "2006 Natural Areas Bond Measure"), which provided Metro with funds for the acquisition of natural areas from willing sellers. The 2006 Natural Areas Bond Measure was designed to provide Metro with the ability to protect the region's significant natural areas, fish and wildlife habitat, greenways, water quality, and lands near rivers and streams.

C. The Property is located within the Stafford Basin Target Area, a target area specifically identified in the 2006 Natural Areas Bond Measure, which area is regionally significant due to its wildlife habitat values and its contribution to water quality in the Tualatin River Basin.

D. Grantor purchased the Property with funds provided, in part, by Metro and the 2006 Natural Areas Bond Measure. In exchange for receipt of these funds, Grantor agreed to grant to Metro a conservation easement over the Property to protect the most significant 3.2-acre portion of the Property (the "Conservation Area") and reserve the remainder of the Property for the future development of park infrastructure only (the "Park Development Area"). The Conservation Area and the Park Development Area are each depicted on the attached Exhibit B.

For valuable consideration, the receipt of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions, and restrictions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Grant of Conservation Easement. For and in consideration of the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) and of the mutual promises, terms, conditions, restrictions and undertakings herein set forth, Grantor hereby voluntarily grants to Metro a perpetual conservation easement, in gross, on, over, under, and across the Property. This Easement is being created and acquired in accordance with ORS 271.715 to 271.795, and the provisions herein shall be construed and applied accordingly.

2. Purpose.

(a) General Purposes. The general purposes of this Easement are to ensure that the Property will be retained forever predominantly for:

WFG Title 18-201351 COMM

- “The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem” (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(ii));
- “The preservation of land areas for outdoor recreation by, or the education of, the general public” (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(i));
- “The preservation of certain open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant benefit” (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(iii)); and
- “Protecting natural, scenic, or open space values of real property, ensuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property” (as that phrase is used in ORS 271.715(1)).

(b) Specific Purposes; Conservation Values. The specific purposes of this Easement are to prevent any use of, or activity on, the Property that will impair or interfere with the Conservation Values, as such term is defined herein. Grantor and Metro have identified that the Property provides wildlife habitat, open space, habitat connectivity and the potential for enhanced habitat connectivity from Metro’s Pecan Creek Natural Area to Lake Oswego’s Stevens Meadow Natural Area, allowing the movement of species through conserved lands along the Tualatin River and Pecan Creek through to Cooks Butte Park. In addition, the Property provides connectivity for public recreation, allowing people to walk through conserved lands from Metro’s Pecan Creek Natural Area to Lake Oswego’s Stevens Meadow Natural Area. These characteristics of the Property (the “Conservation Values”) shall be preserved, protected, and enhanced under this Easement.

3. **Prohibited and Permitted Uses.**

(a) Prohibited Uses. Grantor shall not engage in any activity on, or use of, the Property that is inconsistent with the terms of this Easement or materially interferes with or impairs the Conservation Values. Without limiting the generality of the foregoing, the activities and uses described on the attached Exhibit C are expressly prohibited.

(b) Permitted Uses.

- i. Grantor reserves all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the terms of this Easement or expressly prohibited herein.
- ii. Grantor’s permitted uses include: (A) public access for nature based recreation, such as walking and nature watching, environmental education, and research; (B) ecological restoration, such as invasive species removal, planting, and monitoring; and (C) in the Park Development Area, construction, operation and maintenance of the Nature Park Infrastructure, defined in (iii), below;
- iii. In the Park Development Area, Grantor will be permitted to install infrastructure to support the use and enjoyment by the public of the natural and scenic values provided by the Conservation Area, which infrastructure may include driveways, a parking area, restrooms, signage and kiosks, storm water improvements and lighting (the “Nature Park Infrastructure”). Prior to development of the Nature Park Infrastructure, Grantor may

continue to operate, repair and maintain (but not replace) the existing residence and infrastructure located in the Park Development Area.

(c) Prior Approval by or Notice to Metro. Grantor must provide Metro's not less than thirty (30) days prior written notice of any plans for construction or improvement of the Park Development Area. Grantor must obtain Metro's prior written approval, which approval shall not be unreasonably withheld, of any plans for construction or improvement of the Conservation Area, including trails. With respect to the entire Property, Grantor must provide Metro with not less than thirty (30) days written notice prior to (i) applying for any building or construction permit related to the Property, including the Nature Park Infrastructure, or (ii) undertaking any activity on the Property that could materially interfere with or impair the Conservation Values. Future trail design work should protect habitat connectivity.

4. Development Rights. Grantor hereby grants to Metro all residential, industrial and commercial development rights appurtenant to and associated with the Conservation Area. Grantor hereby releases, terminates, and extinguishes these rights, and neither Grantor nor Metro may use such rights or transfer them to any portion of the Property, as it is now or hereafter may be bounded or described. The parties acknowledge that any future rezoning of the Property will not affect or nullify the commitments in this Easement.

5. Baseline Documentation. The condition of the Property as of the date of this Easement is documented in an inventory of relevant features of the Property, dated February 19, 2019, on file at the offices of Metro, and signed by Grantor for identification purposes (the "Baseline Documentation"). The Baseline Documentation consists of reports, maps, photographs, and other documentation derived from various methods (including field visits) that the parties agree provide an accurate representation and description of the Property at the time of this grant. The Baseline Documentation is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation may be updated by the parties periodically to reflect the condition of the Property following any construction or restoration efforts permitted under Section 3, above.

6. Enforcement and Remedies.

(a) Notice of Violation. Metro shall have the right to prevent any use of, or activity on, the Property that is inconsistent with the purpose and terms of this Easement. If Metro determines that Grantor, or third parties under Grantor's authority or permission, are in violation of the terms of this Easement, Metro shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If such violation involves injury to the Property resulting from any use or activity inconsistent with the purpose and terms of this Easement, such notice shall demand that Grantor, at Grantor's sole cost and expense, restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Metro.

(b) Failure to Cure. If Grantor fails to cure a violation within 30 days after Grantor's receipt of notice thereof from Metro, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing the violation within the 30-day period, Metro may bring an action at law or in equity to (i) enforce the terms of this Easement, (ii) enjoin the violation by a temporary, preliminary, and/or permanent injunction, (iii) recover any damages to which Metro may be entitled for such violation of the terms of this Easement, and (iv) require the restoration of the Property to the condition and appearance that existed prior to such violation.

(c) Right to Proceed Against Third Parties. Metro has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values. Nothing in this Easement shall be construed as preventing either Party from proceeding against third parties for damage to the Property, to the extent of each Party's respective interests. The Parties shall cooperate with each other in any such proceedings.

(d) Emergency Enforcement. If Metro, in its sole discretion, reasonably determines that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Metro may enter the Property to prevent or mitigate further damage to or alteration of the Property necessary to protect the Conservation Values or otherwise pursue its remedies under this Section 6 without prior notice to Grantor and without waiting for the expiration of the cure period set forth above in subsection (b).

(e) Nature of Remedies. Metro shall have available all legal and equitable remedies to enforce Grantor's obligations hereunder. Grantor agrees that Metro's remedies at law for any violation of the terms of this Easement are inadequate, and that Metro shall be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Metro may be entitled, including without limitation specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Metro's rights under this Section 6 shall be cumulative, in addition to all remedies now or hereafter existing at law or in equity, and apply equally in the event of either actual or threatened violations of the terms of this Easement.

(f) Costs of Enforcement. Grantor shall reimburse Metro for any costs or expenses incurred by Metro in enforcing the terms of this Easement necessitated by Grantor's violation of the terms of this Easement including, without limitation, all reasonable court costs, attorney fees, expert witness fees, and costs of restoration mitigation.

(g) Metro's Discretion to Enforce. Enforcement of the terms of this Easement is at the discretion of Metro. Any forbearance by Metro to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor, its agents, employees, contractors, family members, invitees, or licensees shall not be deemed or construed to be a waiver by Metro of such term under this Easement. No delay or omission by Metro in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(h) Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Easement and has had the opportunity to consult with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Metro or its successors or assigns under or pertaining to this Easement based upon waiver, laches, estoppel, adverse possession, or prescription.

(i) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Metro to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to, or change in, the Property resulting from (i) causes beyond Grantor's control including, without limitation, natural changes, fire, flood, storm or earth movement, acts of trespassers or members of the public, or (ii) any reasonable and prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Costs; Taxes. Grantor shall bear all costs related to the ownership of the Property. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), and shall furnish Metro with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due Metro may, but is not obligated to, make or advance such payment of taxes upon ten days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate. Should Metro make or advance such payment of taxes, Grantor shall be obligated to reimburse Metro and such payment shall bear interest at the greater of (a) 9% per annum or (b) the maximum rate allowed by law, until Grantor has reimbursed Metro in full. Grantor shall also be responsible for and shall bear all costs associated with ensuring compliance with all federal, state, and local laws, regulations, rules, and ordinances.

8. Liability and Indemnification.

(a) Liability. The parties acknowledge and agree that because Grantor is the fee owner of the Property, except as specifically provided for under subsection (b) below, the general liability for risks, damages, injuries, claims, or costs arising by virtue of Grantor's ownership and use of the Property shall remain with Grantor as a normal and customary incident of the right of Property ownership. Nothing in this Easement shall be construed as giving rise to any right or ability of Metro to become an "owner" or "operator" of the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

(b) Indemnification. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, Grantor shall indemnify, defend, and hold harmless Metro (and Metro's officers, employees and agents) from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grantor (or Grantor's officers, employees and agents) on the Property, except to the extent such damages are due to Metro's negligence or willful misconduct or to any breach of this Conservation Easement by Metro. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, Metro shall indemnify, defend, and hold harmless Grantor (and Grantor's officers, employees and agents) from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or relating to the activities of Metro (or Metro's officers, employees and agents) on the Property, except to the extent such damages are due to Grantor's or Grantor's invitees' negligence or willful misconduct, or to any breach of this Conservation Easement by Grantor. Neither Grantor nor Metro shall have any indemnity obligations with respect to the activities of members of the public on the Property.

9. Covenants Running With the Land. The parties acknowledge and agree that the covenants and agreements set forth in this Easement are intended to bind Grantor, Metro, and their respective successors and assigns. The Property shall be held, conveyed, mortgaged, pledged as security for a debt, leased, used, and occupied subject to the covenants, conditions, restrictions, and other limitations set forth in this Easement (the "Restrictions"). All and each of the Restrictions are imposed as equitable servitudes upon the Property and every part thereof shall run with the land. Furthermore, all and each of the Restrictions shall be binding upon and burden, and shall inure to the benefit of, all persons having or acquiring any right, title, or interest to the Property.

10. Termination of Easement. This Easement can only be terminated or extinguished by judicial proceedings in a court having jurisdiction. The total loss of all Conservation Values on the Property is the only grounds under which this Easement can be terminated, provided that the total loss of all Conservation Values was not the result of the intentional action of Metro or the Grantor. The amount of the proceeds to which Metro shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be equal to the fair market value of this Easement at the time of extinguishment, as determined by a competent appraiser; provided, however, that such amount shall not be less than the amount determined by multiplying all proceeds from such sale, exchange, or voluntary conversion by the ratio of the value of this Easement at the time of the effective date of this Easement to the value of the Property as a whole as of the effective date of this Easement, without deduction for the value of this Easement.

11. Subsequent Property Transfers and Encumbrances.

(a) Transfers. Any subsequent transfer, including, without limitation, conveyance, lease, or mortgage of the Property, shall be subject to this Easement. Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in the Property. Grantor shall also give written notice to Metro of the transfer of any interest in all or a portion of the Property no later than 15 days

prior to the date of such transfer. Such notice to Metro shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative. Failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

(b) Encumbrances. The grant of any additional easements or use restrictions by Grantor against the Conservation Area is hereby prohibited, except with the prior written permission of Metro, which permission may be withheld in Metro's sole and absolute discretion. Within 45 days after receiving written notice from Grantor requesting such permission, Metro shall provide Grantor with a written response either granting or denying Grantor's request.

(c) Estoppel Certificate. Upon written request by Grantor, Metro shall within 60 days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies that to the best of Metro's knowledge Grantor is in compliance with any obligation of Grantor contained in this Easement or which otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Metro's most recent inspection.

12. Amendment. Grantor and Metro may mutually agree to amend this Easement; provided that no amendment shall be allowed that (i) will affect the qualification of this Easement or the status of Metro under any applicable laws, including 26 U.S.C. § 170(h), as amended (or any successor provision(s) then applicable), and ORS 271.715-795 or, (ii) modify or otherwise amend Section 13 below. Any such amendment shall (a) be consistent with the purpose of this Easement, (b) either enhance or have no effect on the Conservation Values, (c) not affect this Easement's perpetual duration, (d) be in writing and be signed by both parties hereto (or their respective successors or assigns), and (e) be recorded in the official real property records of the county in which the Property is located. In no event shall the "economic hardship" of Grantor constitute a changed circumstance that would allow Grantor to unilaterally amend this Easement.

13. Assignment. Subject to the remainder of this Section 13, this Easement is transferable by Metro, but Metro may only assign its rights and obligations hereunder to a public, park providing entity that is a "qualified organization" at the time of the transfer under 26 U.S.C. § 170(h)(3) (or any successor provision then applicable) and authorized to acquire and hold conservation easements under ORS 271.715 to 271.795 (or any successor provisions then applicable). Metro will notify Grantor in writing, at Grantor's last known address, at least 30 days in advance of such assignment. If an assignee assumes the obligations of Metro hereunder, then Metro will have no further liability with respect to this Easement. During the first twenty (20) years following the recording date of this Easement, Metro must provide advance written notice in accordance with Section 16 to the registered agent of Stevens Family Farms, LLC, of any proposed assignment. Metro will not assign the Easement if the registered agent of Stevens Family Farms, LLC, notifies Metro in writing of any objection to the proposed assignment within thirty (30) days after receipt of Metro's written notice of the proposed assignment. If Stevens Family Farms, LLC, fails to object in writing to the assignment within such thirty (30) day period, it will be deemed to have approved of the assignment. Notwithstanding the foregoing and anything to the contrary, Stevens Family Farms, LLC, will have no right to approve the assignment of this Easement and no notice to Stevens Family Farms, LLC, of any impending assignment will be required if Stevens Family Farms, LLC, is inactive according to the records of the Oregon Secretary of State at the time of the proposed assignment or after the twenty (20) year period following the recording date of this Easement has expired.

14. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Metro shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. As between Grantor and Metro, Metro shall be entitled to receive the value of the portion of the Easement condemned, determined in accordance with the method set forth above in Section 10. All expenses

reasonably incurred by Grantor and Metro in connection with the taking shall be paid out of the amount recovered.

15. Recording. Grantor shall immediately record this instrument in the official records of the county within which the Property is located, and in any other appropriate jurisdictions, and Metro may re-record it at any time as may be required to preserve Metro's rights in this Easement.

16. Notice and Addresses. Any notice which a party desires to give to the other pursuant to this Agreement shall be in writing and shall be effective upon the earlier to occur of actual delivery or refusal of a party to accept delivery thereof, and shall be delivered by: (a) personal delivery; (b) United States certified or registered mail, postage prepaid, return receipt requested; or (c) nationally-recognized overnight courier service. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To Grantor: City Manager
City of Lake Oswego
380 A Avenue (if delivered)
P.O. Box 369 (if mailed)
Lake Oswego, OR 97034

With a copy to: City Attorney
City of Lake Oswego
380 A Avenue (if delivered)
P.O. Box 369 (if mailed)
Lake Oswego, OR 97034

To Metro: Metro
Land Conservation Program Director
600 NE Grand Avenue
Portland, OR 97232

With a copy to: Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232

17. General Provisions.

(a) Governing Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of ORS Chapter 271. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Conservation Intent. Any ambiguities in this Easement shall be construed in a manner which best effectuates the Conservation Values for the Property.

(d) Changed Circumstances. Grantor and Metro acknowledge that future conditions may change in the areas neighboring the Property and the Property, including without limitation, increased development, land

use, and zoning changes. Grantor and Metro further acknowledge that such future conditions may result in various hardships to Grantor by virtue of the restrictions contained in this Easement, including without limitation, restrictions on the ability to develop the Property and the Property. However, Grantor and Metro expressly intend that this Easement continue in perpetuity regardless of such changes conditions and circumstances and regardless of hardship, whether such hardship is economic or otherwise. In no event shall the hardship of Grantor constitute a changed circumstance that would allow Grantor to unilaterally terminate this Easement.

(e) Severability. If any provision of this Easement, or its application to any person, entity, or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

(f) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 12.

(g) No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon assignment of that party's interest in the Easement or transfer of the Property, except that liability for acts or omissions occurring prior to transfer shall survive assignment or transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

METRO, an Oregon municipal corporation

GRANTOR:

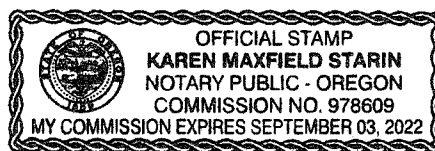
By: Martha J. Bennett
Martha J. Bennett
Chief Operating Officer

Scott Lazenby
Scott Lazenby
City Manager
City of Lake Oswego

State of OREGON
County of MULTNOMAH


This instrument was acknowledged before me on February 27, 2019, by Martha J. Bennett as Chief Operating Officer of Metro, an Oregon municipal corporation.

Karen Maxfield Starin
Notary Public - State of Oregon



State of OREGON
County of Clackamas

This instrument was acknowledged before me on February 27, 2019, by Scott Lazenby, as City Manager of the City of Lake Oswego.



Notary Public - State of Oregon

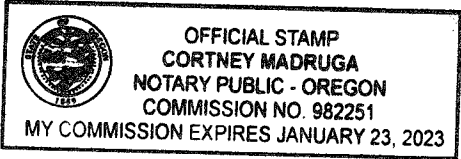


Exhibit A

Property Description

A tract of land situated in Section 21, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, and being part of that certain tract of land deeded to George Marshall, et ux by Deed recorded July 5, 1955 in BOOK 497, PAGE 708, Deed Records, being more particularly described as follows:

Beginning at an iron pipe in the North line of said Section 21, said Township and Range, which iron pipe bears South 89°42' East along said North line 1728.27 feet from the section corner common to Section 16, 17, 20 and 21, said Township and Range. From said place of beginning; thence leaving said North line of Section 21, South 270.00 feet to an iron pipe; thence continuing South 40.00 feet, more or less, to the center line of County Road No. 848; thence Easterly along the center line of said county road to the southeast corner of the said Marshall tract; thence North along the East line of said Marshall tract to the North line of said Section 21; thence North 89°42' West along said North line of Section 21, 700.00 feet to the place of beginning, exclusive of that portion within said County Road, in the County of Clackamas and State of Oregon.

Exhibit B

Depiction of the Conservation Area and Park Development Area

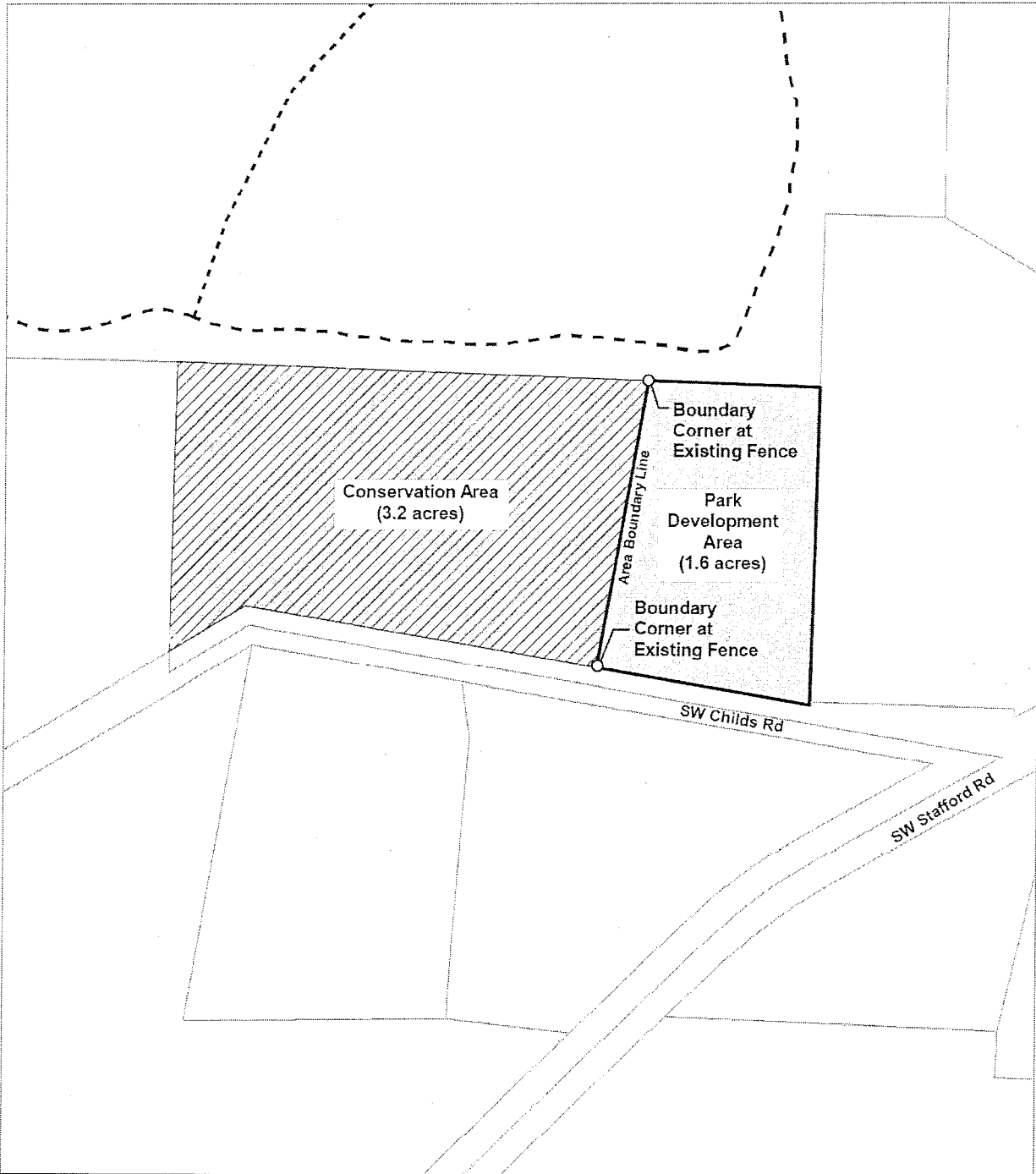


EXHIBIT B.

**Depiction of the
Conservation Area &
Park Development Area**

Legend

- Property
- Taxlots

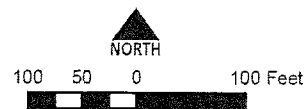


Exhibit C

Grantor's Prohibited Uses and Activities

1. The partition, division, subdivision, or defacto division of the Property.
2. Residential use or development of any kind on the Property, except the residential use existing as of the date of this Easement and the permissible Nature Park Infrastructure described in Section 3(b)iii of the Easement.
3. The filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting of minerals, oil, gas, coal, and other hydrocarbons, soils, sands, gravel, rocks or any other materials on or below the surface of the Property or other grading of the topography of the Property (except as may be required in connection with the construction and maintenance of the Nature Park Infrastructure).
4. The manipulation or alteration, diminution, or drainage of any natural water course, wetland, stream bank, riparian area, shoreline, or body of water on the Property or any activity that causes or is likely to cause significant pollution of any surface of subsurface waters.
5. Any use or activity that causes or is likely to cause significant soil degradation or erosion.
6. Any commercial or industrial activities of any kind.
7. Agricultural activities of any kind, including, without limitation, the establishment and maintenance of a livestock corral, personal gardens, row crops, haying, grazing, livestock watering, or other pasture uses.
8. Constructing, placing, or maintaining any building, cabin, garage, barn, shed, greenhouse, mobile home, house trailers, permanent tent facilities, huts, tree houses, play structures, or other temporary or permanent structures of facilities on, above, or below the Property, except the residential use existing as of the date of this Easement and the permissible Nature Park Infrastructure described in Section 3(b)iii of the Easement.
9. Except as permitted within the Park Development Area, paving or otherwise covering with concrete, asphalt, gravel, or any other paving material of any portion of the Property.
10. Unless otherwise expressly permitted by Metro in accordance with Section 3(b) or 11(b) of the Easement, the granting of any utility corridor right-of-way easements or cell tower leases, or the construction or installation of above ground water facilities (pumps, pipelines, ponds, ditches, and similar improvements), utility systems or structures, cell towers, septic systems, septic drain fields, communication devices, or aerial lines.
11. The installation of underground storage tanks or placing, filling, storing, processing, dumping, or otherwise disposing on the Property any soil, refuse, trash, rubbish, debris, junk, waste, or other such substance.
12. Dumping, depositing, abandonment, discharging, or release of any gaseous, liquid, solid, or hazardous wastes, substances, materials, trash, or debris of whatever nature on, in, over, or under the ground or into the surface or ground water of the Property.

13. The introduction or planting of any invasive species, as identified on the 1998 Metro Native Plant List.
14. The hunting or trapping of any fish, birds, or other game animals or any disruption of wildlife breeding, foraging, migration, movement, or nesting activities on the Conservation Area.
15. The operating of all-terrain vehicles (ATV's), motorcycles, dune buggies, snowmobiles, or any other type of off-road motorized vehicles except for park maintenance or emergency purposes.
16. Any outdoor lighting within the Conservation Area, as well as the use of unreasonable outdoor lighting levels on the Property overall that results in glare and light pollution on the Conservation Area.
17. The discharge of firearms, bows and arrows, air guns, slingshots or similar devices.