

# CHEHALEM GLENN GOLF COURSE REPORT

## BY KELLAN SASKEN



### DATE: November 2025

November is when things tend to slow down at Chehalem Glenn with the weather officially turning to rainy season. On a nice dry day we will still do well over 100 rounds of golf, but there are many slow, rainy days where we'll have less than 30 golfers play the course. These are the darkest days of the year as well, so our first tee time isn't until 8:00am. During the summer our first tee times is 6:00am.

November Rounds 2024 – 2217

November Rounds 2025 – 2191



# **Correspondence**

**Subject:** Rilee Park Background Information  
**Date:** Wednesday, January 14, 2026 at 12:04:07 PM Pacific Standard Time  
**From:** Matt Dolphin  
**To:** CPRD Board, Clay Downing  
**CC:** Kat Ricker  
**Attachments:** RileeParkBackground20250501.pdf

Please include this email and the attached document in the board packet as public comment for January 22, 2026. The attachment provides a summary of historical documents related to Rilee Park that have been collected and organized at:

<http://RileePark.org/>

The purpose of this site is to make the full history of the Rilee Park transparent and easy for the community to explore. We welcome additional documents for inclusion on the site. In addition to reviewing the source documents, visitors to the site can watch an explainer video or listen to an audio summary.

Upon reviewing these materials, you will find:

- 1) Ms. Rilee's original vision for the property was to create a museum and historical demonstration farm, not an equestrian riding facility. The foundation's mission was changed only after her death to include a members-only equestrian riding facility on the West side of the property. This shift in mission is recorded in a variety of documents, including the foundation's tax filings between 2006 and 2007.
- 2) There were no lease or sales conditions requiring that CPRD exclude bicycles from the property or dedicate it to equestrian use.
- 3) Shortly after the purchase, mountain biking was included in CPRD's goals for the property. Since then, site analysis reports, advisory committee recommendations, focus group feedback, community surveys, and master plans have indicated a need for mountain biking trails that was being fulfilled by this property prior to November 1, 2023.
- 4) Despite promises and assurances by Director Jason Fields in 2023, no alternative to Rilee Park has been developed for mountain biking.
- 5) CPRD General Rules and Regulations currently prohibit horseback riding at all parks. The CPRD board has not adopted a valid regulation under ORS 198.510 - 198.600 prohibiting the riding of bicycles.

For these reasons, I respectfully request that you adopt a motion to direct staff to modify park signage, maps, and information to clarify that bicycling is an allowed activity at Rilee Park under existing CPRD General Rules and Regulations.

And I urge you to go through the required process described in ORS 198.510 to 198.600 to amend CPRD's regulations and legalize horseback riding at Rilee Park.

Thank You,  
Matt Dolphin

# The Story of Rilee Park



"My goal is to provide **everyone** access to a turn-of-the-century farm, as well as protect these 400 acres from encroaching urban development."<sup>1</sup>

~ Crystal Rilee

## Introduction

Bob and Crystal Rilee Park is a ~325 acre park located on Parrett Mountain between Newberg and Sherwood. The park is named after Crystal Rilee, the last descendant of the Parrett family to be born and live on the property. It is owned and operated by the Chehalem Park and Recreation District and makes up approximately 44% of CPRD's total park property.



## A New Foundation - A Generous Vision

In 2003 Crystal Rilee created a non-profit foundation to preserve and protect her family farm from future urban development. Her vision was to generously share her property with everyone (especially kids) and connect them to history through a living-history farm and museum open to the public.<sup>2 3 4</sup> Crystal died three years later on December 6, 2006. She was 91 years old.

The Crystal Dawn Smith Rilee Foundation (CDSR Foundation) was established in 2003 to preserve and protect a 418 acre 150 year old family farm in an area of rapidly developing urban growth. ***The mission of the Foundation is to provide an educational and historical experience to the public by preserving the working farm and enhancing its educational capabilities.***

The proposed program as described in the attached materials will ***"Provide a place and the opportunity for all people to experience and learn about, through innovative educational programs, the sustainable relationship between the land and its inhabitants over time".*** While many experiences will be outdoors the program envisions restoration of the farm house, construction of a structure for orientation and to display historic farm implements and memorabilia and a second interpretive shelter and an amphitheater in a natural grassy bowl.

Foundation's restatement of mission from Yamhill County Land Use Application 2007

## A Shift in Focus: Members-Only Horse Park

In June 2007, six months after Crystal's death, the foundation board filed an assumed business name for the "Parrett Mountain Horse Park"<sup>5</sup> and proceeded to plan and develop trails on the property for a paid members-only equestrian park. The cost of membership was \$600/year for an individual or \$1000/year for a family. At its inception, only trails on the West side of Parrett Mountain Road were available for members to ride.

### ANNUAL MEMBERSHIP

<u>Membership Type</u>	<u>Cost</u>
<input type="radio"/> Individual	\$600.00
<input type="radio"/> Family *	\$1000.00
<input type="radio"/> Guest Day Passes **	\$50.00 each

Parrett Mountain Horse Park Membership Form 2007

# Embezzlement and Foundation Collapse

## Expenses to date 2007-2008

1. Consultants	\$5,899.00	2007
2. Trailer In area-Driveway	\$18,897.00	
3. Trucking Costs	\$5880.00	2008
4. Hog Fuel, Hazelnuts	\$5,100.00	2007 and 2008
5. Trail Cleaning	\$8,000.00	2007
6. Spreading of Hog Fuel	\$3,800.00	2008
7. Chipper	\$12,000.00	2007
8. Manure Spreader	\$5,200.00	2008
9. Gate opener	\$1,500.00	2007
10. Gates	\$3,500.00	2007
11. Electrical	\$3,300.00	2008
12. Permits	\$125.00	2007
13. Signage	\$180.00	2008
14. Key Equipment	\$17,200.00	Integrated Systems-Financed
15. Cocktail Party	\$850.00	2007
16. PGE	\$2424.17	2007 To Drop in Sc
17. Advertising	\$1089.00	2007 and 2008 (?)
18. Insurance	\$1592.12	2008 With \$500.00 Deductible
19. Utilities to Date	\$174.58	(12.47 per month per gate) <i>calculated</i> 53.90

Total: \$100,332.49

\$100,332.49  
- 50,000.00  
= -50,332.49

By the close of 2008, the foundation had reportedly taken on debt and incurred ~\$100,000 in expenses in 2008 for the equestrian park. — twice the amount initially budgeted.”

Although I believe Phase I is complete, 2008 budget was in the red by \$50,332.49. This amount will be carried into 2009 budget but not the working budget. We will continue to pay off our debts and bring in more revenue for the Equestrian Park.

Foundation's internal report on equestrian park

Following an Oregon Department of Justice investigation, the foundations Executive Director, Elizabeth Anne Rhode, was arrested on September 15, 2009 on charges of embezzlement.<sup>6</sup>

OREGON NEWS

Head of Newberg charity arrested in embezzlement

Published: Sep. 16, 2009, 8:20 p.m.

**Parrett Mountain Farm director charged with embezzlement**

Yamhill County Charity Director Indicted for Embezzlement

As a result of its mounting debts and expenses, the board began looking for another non-profit or government agency to purchase the foundation's property as a pathway to liquidate and dissolve the foundation. On October 25, 2012, the Rilee Foundation Board (Danna Kemp, Mary Dugan, and Kristi Pfarr) offered to sell the property to CPRD.

## Public Participation

A. Crystal Dawn Smith Rilee Foundation Board Members discussed their foundation's property (420 acres originally, now at 340, with 11 miles of trails). The Board agreed to preliminarily proceed toward a potential transaction. More discussion to follow.

1. Danna Kemp
2. Mary Dugan
3. Kristi Pfarr

## Let's Make a Deal

CPRD agreed to begin negotiations with the foundation for purchase of the property.<sup>7</sup> And the foundation made the first offer. They asked CPRD to pay off their debts (~\$260,000) in exchange for the property. In Addition, they requested a number of conditions which were each addressed in CPRD's response. **Note: There is no request from the foundation related to equestrian use of the property or exclusion of bicycles from the park in the future.**

**ATKIN & ASSOCIATES  
CENTER FOR NONPROFIT LAW**

SEP 16 2013

September 12, 2013

Brown, Tarlow, Bridges  
Palmer & Stone PC  
Attn: Allyn Brown  
515 E. First Street  
Newberg, OR 97132  
Also sent by email

RE: Rilee Foundation / Chehalem Park and Recreation District

Dear Allyn,

The Board of Directors of the Crystal Dawn Smith Rilee Foundation are eager to move forward with the remaining arrangements, agreement and details needed to finish this transaction. Here is a list of their concerns and requests regarding the use of the property following its transfer to the Chehalem Park and Recreation District (hereafter "CPRD").

1. The Board requests that, in return for receiving ownership of the land, CPRD will take over and pay the Foundation's debts. (See the attached financial statement showing that their debt is approximately \$260,000.)
2. They Foundation plans to keep its remaining assets, which have a value of approximately \$94,273, to fund annual donations to a scholarship fund to be used exclusively for college scholarships to people in the Yamhill County area.
3. Foundation requests that the land transferred to CPRD be permanently protected from further residential or commercial development, and the agricultural land be kept permanently available for agricultural uses.
4. They would like CPRD to agree that it will forever own and manage the land, as public land under the jurisdiction of CPRD, and that no portion of the property will be sold or transferred to another owner in the future.
5. They would like CPRD to agree that while the forested land can be managed, thinned and select-cut, there will never be any clear cutting of the forests allowed.

*"Helping the People Who Change the World"*

Director: David E. Atkin, Attorney at Law  
590 W. 13<sup>th</sup> Avenue, Eugene, Oregon 97401  
MAIL: P.O. Box 10008, Eugene, Oregon 97440  
Phone (541)342-6336 Fax (541)484-3926

6. They request that CPRD save and repair the buildings and outbuildings if at all possible, and agree that no buildings will be removed or destroyed unless there is no way to save or repair them. This includes "Bob's garden shed," and the other outbuildings.
7. Regarding the management and operations on the land, they have the following requests:
  - A. Steve Harvey is currently farming the fields. He has done a wonderful job. His current contract allows Steve to farm the fields goes through 11/15/2014. They would like his contract to be renewed.
  - B. That there be just one entrance into the park trails, and other entrances be closed.
  - C. That the Washington County Sheriff's Posse is allowed to continue holding their annual poker ride in July using the trails.
  - D. They would like to see a small museum established at the Farmhouse and out buildings displaying the historical items.
  - E. That all unfenced areas, including areas such as the parking lot and 'Bert's 80' portion of the land, to be fenced in.
  - F. That Bob's corner be named and sign(s) made and displayed giving the biography of his life and related historical information.
  - G. That the property be well maintained, with road sides mowed, fences maintained and blackberry plants removed.
  - H. They would like you to know that Tom Avgerakis has been allowed to harvest the hay in return to work on restoring the old Parrot house.
  - I. They would like CPRD to let the Foundation know what farm equipment, if any, it is interested in keeping.
8. Finally, they request that the following people not be allowed on the property, or to have any involvement or association with the property, or with the operation of the property: Elizabeth Rhode, JW Weeks, Robert Blocker, Bryant & Betty Rhode, Elizabeth Rhode's family (including her children, grandchildren, nieces, nephews and sister), Mike Barnes, Scott McLean, Leann Bennett, Ron Waldo, Jim and Donna Singer.

Please let us know if CPRD has any questions or concerns about these requests. Thank you very much.

Sincerely yours,



David E. Atkin, Attorney  
Atkin & Associates Center for Nonprofit Law

## The Counter-Offer

CPRD's 9/27/2013 response on addressed each of the foundation's requests and clarified that, "the statutory purpose and mission of CPRD is to provide recreational opportunities for the citizens". Some of the foundation's requests could not be legally or practically fulfilled by CPRD and were not included in the final lease-option agreement. However, for the most part, the foundation received what they asked for from CPRD: enough money to eliminate their debts and preservation of the property as a public park. **Note: Equestrian use of the property is not addressed in the negotiation letters.**

**BROWN, TARLOW, BRIDGES  
& PALMER, PC**  
Attorneys at Law

**ALLYN E. BROWN  
JOHN T. BRIDGES  
STEPHEN C. PALMER  
RICHARD P. BROWN**

**DONALD O. TARLOW  
Retired**

September 27, 2013

**COPY FOR YOUR  
INFORMATION**

515 E. FIRST STREET  
NEWBERG, OREGON 97132  
TELEPHONE: (503) 538-3138  
FACSIMILE: (503) 538-9812  
[www.newberglaw.com](http://www.newberglaw.com)



~~Atkin & Associates  
Center for Nonprofit Law  
PO Box 10008  
Eugene, OR 97440~~

**Re: Rilee Foundation / Chehalem Park and Recreation District**

Dear David:

Thank you for your letter of September 12, 2013. The Park District is very excited over the potential acquisition of the Rilee Parrot Mountain property and working with the Foundation, to preserve as best it can, Mrs. Rilee's vision for the property. However, as you well know, Chehalem Park and Recreation District is a public body bound by statutory laws and fiscal restraints which impact just what it can and cannot do to meet the Foundation's criteria for selling the property. What follows is CPRD's Board's response to each of the criteria contained in your letter, stated in the order you presented them.

1. The transaction purchase price cannot be that "we pay the Foundation's debts." CPRD can only buy the property for a specific dollar amount for which it must budget. CPRD is prepared to pay the sum of \$270,000. It will be the Foundation's obligation to determine and pay their debts out of the purchase price and bear the responsibility if additional debts should later arise.

Further, it would help CPRD if the closing of the transaction was scheduled for July 7, 2014. By setting the closing date in July of 2014, CPRD will have the benefit of budgeting the purchase price over two fiscal years.

2. CPRD applauds the effort to establish a scholarship fund. I know from personal experience that the Oregon Community Foundation has a very efficient high school scholarship program which the Foundation could utilize for the distribution of its remaining assets. As I understand the issue, CPRD will have no responsibility in this regard.

David Atkin

Re: *Rilee Foundation / Chehalem Park and Recreation District*

September 27, 2013

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3. The statutory purpose and mission of CPRD is to provide recreational opportunities for the citizens of Yamhill County. CPRD is willing to agree that the Parrot Mountain property would be permanently protected from residential and commercial development (excluding any CPRD revenue generating activities), but cannot agree that the land currently under cultivation will be preserved for agricultural purposes. For the time being, it is CPRD's intention to continue the agricultural uses presently in place, but in the future CPRD must be free to change any agricultural use if the Board deems it appropriate to meet its public mandate.
4. CPRD has never sold or disposed of any significant portion of land that has been donated to it, and has no intention of selling or trading the Parrot Mountain property. However, a provision that none of the property can be sold or transferred is problematic. From past experiences, CPRD has found that in certain cases it has been in the best public interest to have the ability to trade and sell portions of property to settle boundary disputes, improve public access and, for practical purposes to reconfigure boundaries of parcels under its ownership. The CPRD Board requests that the Foundation either not insist on this condition based upon the District's past experience of being good stewards of the public land it owns, or at least agree to language that gives leeway for the District to address the issues previously mentioned.
5. This condition is acceptable.
6. The Board agrees that is will use its best efforts to save and repair the building and outbuildings on the property. However, in all cases CPRD's ability to expend funds to save and repair buildings is first conditioned upon CPRD having the requisite property tax revenue available through its regular budgeting process. Further, CPRD must have the ability and sole discretion to destroy any building which it determines, in its best judgment, to be uneconomical to maintain, a hazard, or an attractive nuisance. Having said this, the Board is of the opinion that none of the buildings referenced in this condition are in these categories.
- 7A. CPRD will honor the farming contract with Steve Harvey through 11/15/2014. After that, the farming contract will be granted based upon obtaining competitive proposals, in which Mr. Harvey can certainly participate.
- 7B. Park District personnel must have the ability and authority to determine what park trails are open to the public and what are closed, and what entrances can be used. Having said that, the Park Board would certainly consider input from the neighbors and Foundation members in this regard.
- 7C. CPRD is in agreement the Washington County Sheriff's Posse may continue to have

David Atkin  
Re: *Rilee Foundation / Chehalem Park and Recreation District*  
September 27, 2013  
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their annual poker ride. CPRD has a scheduling procedure for these types of events in which the Posse must participate.

7D. CPRD is not opposed to a small museum established at the Farmhouse. As mentioned earlier, CPRD can acknowledge its best intentions to provide such a facility, however, whether or not one comes to fruition depends upon availability of tax revenue and the museum being economically viable.

7E. The CPRD Board is uncertain over what areas not already fenced, need to be fenced, but is agreeable to install any appropriate fencing.

7F. The CPRD Board is agreeable to reasonable memorial signage. However, the Board will look to the Foundation to provide the details for Bob's biography and related historical information, as well as cooperating with CPRD staff to determine where the sign(s) should be located.

7G. This condition is acceptable.

7H. The efforts of Tom Avgerakis are noted.

7I. The CPRD Board is not clear on what is intended concerning the farm equipment. As part of the purchase price, CPRD would accept any usable equipment and museum quality pieces. I suggest you prepare an inventory of items and clarify the issue.

8. All property of CPRD within certain practical limitations must be open to all members of the public. Legally, CPRD cannot exclude the people you indicate.

Please review these responses with the Foundation members, and let me know if the transaction is still viable. I am writing you this letter on the eve of leaving for three weeks' vacation. Hopefully, during that time you will be able to meet with your clients and we can discuss these issues upon my return.

Yours very truly,

BROWN, TARLOW, BRIDGES & PALMER, PC

/s/ *Allyn E. Brown*

Allyn E. Brown

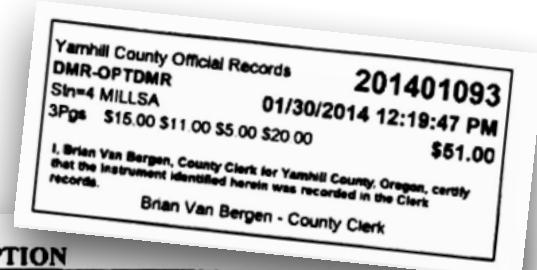
AEB:irm  
cc: *✓Don Clements / Chehalem Park and Recreation District*

## Lease to Own

On 1/29/2014 the parties entered into a lease with an option to purchase. This approach allowed CPRD to spread two payments over two fiscal cycles and gave the district time to conduct due-diligence to ensure the property could be used as a park by its taxpayers.

**CPRD payed the foundation \$150,000.** The payment served both as rent and a credit toward purchase.

The entire Lease Option Agreement is attached at the end of this document with excerpts below.



### MEMORANDUM OF LEASE OPTION

By an instrument in writing dated this 24<sup>th</sup> day of January, 2014, the CRYSTAL DAWN SMITH RILEE FOUNDATION, (a private Foundation dated August 6, 2003, which is an IRC No. 501(C)(3) tax exempt organization) as Owner, has entered into a Lease Option Agreement with CHEHALEM PARK & RECREATION DISTRICT, a political subdivision of the State of Oregon, as Tenant for the Lease (with an option to purchase), the following described property in Exhibit A attached hereto and by this reference incorporated herein.

The true and actual consideration paid by Tenant to Owner at the execution of the Lease Option Agreement is the sum of \$150,000.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Option on this 24<sup>th</sup> day of January, 2014.

### OPTION OF TENANT TO PURCHASE:

(a) Provided Tenant shall have observed and complied with all the terms and conditions of this lease required of Tenant, Tenant shall have the option to purchase the above-described property at any time within the duration of this lease. The option purchase price shall be the sum of Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00).

(b) The option purchase price being thus established, it shall be paid in cash. The lump sum cash rental payment of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) shall be applied as a credit against the purchase price, with the remaining sum of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) being due and payable at closing.

Within the Lease Option Agreement, "USE OF PREMISES" lists 10 authorized uses. While the list does not specifically include "mountain biking", it does include: "recreational facilities" and "sport facilities". Mountain biking is commonly considered both a recreational and sport activity. Regardless, the "**shall include, and not be limited to**" phrase preceding the list gives CPRD the right to use the property in a wide variety of ways outside of those

specifically listed. Understandably, CPRD wanted flexibility to use the property to benefit their tax payers in any way possible in the future.

USE OF PREMISES:

(a) The premises being leased consists of approximately 327 acres, plus or minus, of forest and pasture land, two residences and several outbuildings. Tenant's authorized uses of the lease premises is shall include, and not be limited to, the following: 1) park, playground and recreational facilities; 2) camping and picnic facilities; 3) hiking and nature trail facilities; 4) horseback trail riding facilities, 5) corral, arena and other riding facilities; 6) agricultural barn and maintenance facilities, 7) commercial retreat and public event center facilities; 8) museum and interpretive center facilities; 9) sport facilities and 10) all infrastructure (including roads and vehicle parking lots) necessary and appropriate for the implementation of any and all of the above activities.

(b) Subject to the availability of tax revenue and Tenant determining, in its sole discretion, that the project is economically viable, Tenant shall use its best efforts to convert the small outbuilding by the farmhouse to a museum with artifacts provided by Owner.

“RESTRICTION ON USE OF PREMISES” lists 3 restriction that apply to CPRD’s use of the property. They include:

- 1) no residential or commercial development.
- 2) prohibitions on sale of the property.
- 3) limit logging to necessary selective cutting.

**Note: There is no restriction on the use of bicycles or the enjoyment of any other recreation or sports activities on the property.**

(a) These premises shall not be used for residential or commercial development.

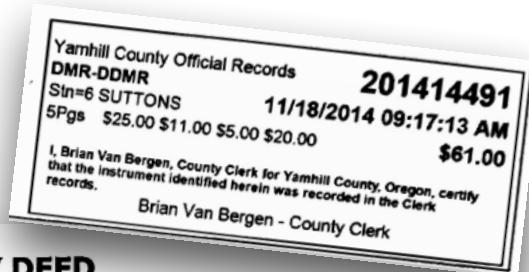
(b) Except as may be reasonably prudent for purposes of settling quiet title suits, settlement of boundary disputes, public access and utility installations and reasonable boundary reconfigurations of the parcels, none of the lease premises shall be assigned or alienated by Tenant, and none of the lease premises, once acquired by Tenant, shall ever be sold, subdivided or transferred by Tenant to a third party without Owner's consent being first had and obtained.

Page 2 - LEASE OPTION

(c) Except for selective cutting and forest thinning in accord with good forest management practices and such cutting as may be necessary to accommodate Tenant's permitted uses of the premises, no clear cutting of the standing timber on the property shall be allowed.

## CPRD Purchases Property

On 11/18/2014 CPRD exercised its option to purchase the property by using the original \$150,000 rent as a credit and paying the remaining \$130,000 as described in the Lease Option Agreement. In total, **CPRD payed \$280,000 for the property.**



### STATUTORY WARRANTY DEED

**Crystal Dawn Smith Rilee Foundation (a private foundation dated August 6, 2003, which is an IRC No. 501 (C)(3) tax exempt organization),** Grantor, conveys and warrants to **THE CHEHALEM PARK AND RECREATION DISTRICT, a political subdivision of the State of Oregon**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

**Subject to:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

**The true consideration for this conveyance is \$280,000.00. (Here comply with requirements of ORS 93.030)**

While the parties (or outside observers) might have believed the property was worth more than the \$280,000 paid, this was the amount that a willing seller (the foundation) and a willing buyer (CPRD) agreed to under the circumstances. No other consideration, donation, or promise of value is recorded as part of the transaction.

Neither could any record be found of any "donation" by Crystal Rilee or the foundation to CPRD within the negotiation correspondence, Lease Option Agreement, or other Yamhill County records associated with the property.

## Cancellation of Lease - CPRD Released from Obligations

At the same time the property was purchased by CPRD, a "CANCELLATION OF LEASE OPTION AGREEMENT" was recorded. This cancelled the lease and any obligations or restrictions placed on CPRD as described in the lease. **"The Foundation does hereby release the District from any and all of its liabilities, obligations and conditions required of it according to the terms of the Lease Option Agreement."**

Crystal Dawn Smith Rilee Foundation  
14808 SW Lowell Lane  
Sherwood, Oregon 97140  
Owner

Chehalem Park & Recreation District  
125 South Elliott Road  
Newberg, Oregon 97132  
Tenant

After recording return to:  
BROWN, TARLOW, BRIDGES & PALMER, P.C.  
515 East First Street  
Newberg, Oregon 97132

Until a change is requested, all  
tax statements shall be sent to:  
NO CHANGE

Yamhill County Official Records  
DMR-OPTDMR 201414490  
Sln=6 SUTTONS 11/18/2014 09:17:13 AM  
4Pgs \$20.00 \$11.00 \$5.00 \$20.00 \$56.00  
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify  
that the instrument identified herein was recorded in the Clerk  
records.  
Brian Van Bergen - County Clerk

### CANCELLATION OF LEASE OPTION AGREEMENT

WHEREAS, on January 24, 2014, the Crystal Dawn Smith Rilee Foundation (the "Foundation") entered into a Lease Option Agreement with the Chehalem Park and Recreation District, a political subdivision of the State of Oregon (the "District") for the lease of the real property described in the attached Exhibit A, along with an Option to Purchase such property; and

WHEREAS, a Memorandum of the Lease Option Agreement was recorded on January 14, 2014, as Instrument No. 201401093 in the Deed Records of Yamhill County, Oregon; and

WHEREAS, the District has executed their Option to Purchase the property described in Exhibit A and the lease is terminated and should no longer appear in the record title of Exhibit A;

NOW, THEREFORE, the parties agree as follows:

1. Both the Foundation and the District agree that the District has fully and completely complied with all of the terms and conditions of the Lease Option Agreement required of the District.
2. The Foundation does hereby release the District from any and all of its liabilities, obligations and conditions required of it according to the terms of the Lease Option Agreement.
3. Condition upon the successful closing of the District's Option to Purchase the property described in Exhibit A, the District does hereby release the Foundation from any and all of its liabilities, obligations and conditions required of it according to the terms of the Lease Option Agreement.
4. The Lease Option Agreement is terminated effective upon the date and time fee title to Exhibit A has transferred to the District.

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# The End of The Crystal Dawn Smith Rilee Foundation

The foundation Crystal created was dissolved the following month, on December 16, 2014.

12/30/2014 15:24 FAX 5414843926

NPSS

003/003



## Articles of Dissolution - Nonprofit

Secretary of State - Corporation Division - 266 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 986-2200

FILED

DEC 31 2014

OREGON

SECRETARY OF STATE

For office use only

REGISTRY NUMBER: 165015-95

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.

We must release this information to all parties upon request and it will be posted on our website.

Please Type or Print Legibly In Black Ink. Attach Additional Sheet if Necessary.

1) NAME OF CORPORATION: The Crystal Dawn Smith Rilee Foundation

2) DATE DISSOLUTION WAS AUTHORIZED: 12/16/2014

The dissolution was approved by a sufficient vote of the board.

3) CHECK THE APPROPRIATE STATEMENT:

Approval of members was not required and dissolution was approved by a sufficient vote of the board of directors or incorporators.

Membership approval was required.

The vote was as follows:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

4) Notice of DISSOLUTION: (Public benefit and religious corporations)

Have you sent a notice of dissolution to the Charitable Activities Section of the Attorney General?

For more information, see: [www.doj.state.or.us/charlgroup/charlic.shtml](http://www.doj.state.or.us/charlgroup/charlic.shtml)

Yes or  No

5) EXECUTION: (Must be signed by at least one officer or director.)

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:

Printed Name:

Title:

Danna Kemp Danna Kemp Treasurer

CRYSTAL DAWN SMITH RILEE FOUNDATION



16501595-15728667

DISART

<b>FEES</b>
Required Processing Fee \$50
Processing Fees are nonrefundable. Please make check payable to "Corporation Division."
Free copies are available at <a href="http://www.FilingInOregon.com">www.FilingInOregon.com</a> , using the Business Name Search program.

# A New Park for Everyone (Except Equestrians)

Once CPRD took possession of the property, it became a public park governed by the regulations of the district. Unfortunately, **CPRD's General Rules & Regulations** posted on the district's website **do not allow horses on park property**. Note: CPRD's General Rules & Regulations **do not prohibit bicycling** on park property.

Chehalem Park & Recreation District  
125 S. Elliott Rd. Newberg, OR 97132  
503-537-2909  
ORS266.450

## General Rules & Regulation for CPRD Park & Recreation Areas

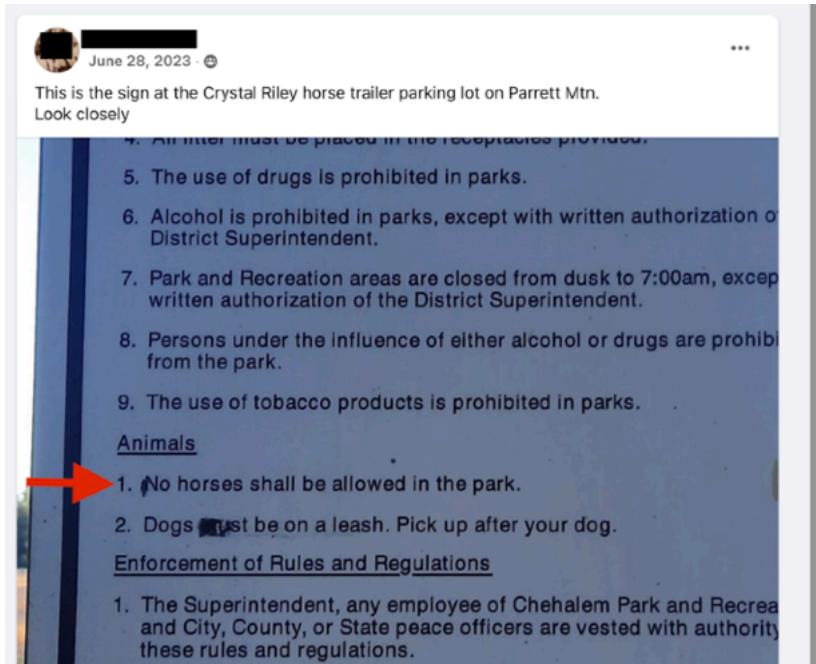
1. A person or persons shall not use abusive, threatening, boisterous, vile, obscene or indecent language or gestures.
2. Plants, wildlife and facilities are to be protected and no person shall deface, destroy or damage a District Park & Recreation Area.
3. Motorized vehicles are restricted to parking areas.
4. All litter must be placed in receptacles provided. If receptacles are not available, personal trash shall be removed from the park.
5. Drinking of alcoholic beverages or use of drugs is prohibited in parks. 6. Park and Recreation areas are closed from 10:00 p.m. through 7:00 a.m. ~~except with written authorization of the District Superintendent.~~
7. Persons under the influence of alcohol or drugs are prohibited from the park.
8. No smoking or tobacco products allowed around District youth activities and all sport facilities.
9. No firearms are allowed on Park District property.
10. Animals
  1. **No horses allowed.**
  2. Dogs must be kept on a leash. You must clean up after your dog and dispose of feces properly.

## Enforcement of Rules

1. The Superintendent or any employee of the Chehalem Park and Recreation District, and City, County, and State officers are vested with the authority to enforce these rules and regulations.
2. A person shall not interfere with any authorized person in enforcing these rules and regulations.
3. A person shall leave any District Park and Recreation area upon being directed to leave by any employee of the Chehalem Park and Recreation District, or any peace officer.
4. Violation of these rules and regulations is a misdemeanor punishable upon conviction by a fine not to exceed \$100 or imprisonment, not to exceed five days or both.

CPRD Park Rules and Regulations - <https://www.cprdnewberg.org/sites/default/files/fileattachments/general/page/235/cprdgeneralrules.pdf>

As recently as 2023, CPRD signage at the park prohibited horses. Equestrian users continued to ride at the park from 2014 - present despite the rules and regulations prohibiting such activity. Meanwhile, other user groups such as bicyclists started using the park as allowed under the adopted and posted regulations. In 2023 signage was changed to allow horses and prohibit bicycles. However, these posted rules were not adopted following Oregon law.



## Establishing Rules and Regulations

Park and Recreation Districts are granted legislative powers by the State of Oregon in ORS 266.410(7)(b) "to make and enforce regulations: Governing the conduct of the users of the facilities of lakes, parks, recreational grounds and buildings within the district."

Park regulations are addressed by reference in ORS § 266.450 which states: "Any general regulation of the district board shall be adopted in accordance with ORS 198.510 to 198.600". ORS 198.510 to 198.600 describes the process special districts must follow to adopt, amend, or repeal a regulation. Chiefly:

1. The regulation must be published in an agenda prior to the meeting.
2. Copies of the ordinance must be made available to the public.
3. It must be read at two different regular meetings.
4. The ordinance must be signed by the presiding officer.
5. A certified copy of the ordinance must be filed with the county clerk and available for public inspection.

**Absent these steps, the regulation would likely be deemed unenforceable.**

Additionally, the Special District of Oregon provides two pieces of applicable guidance in its Board Member Handbook: "The process must be followed strictly or the ordinance may be found to be invalid. Ordinances are subject to the initiative and referendum laws." And "Motions should not be used to adopt or approve a matter that will create policy or have major effect beyond the meeting itself."<sup>8</sup> A copy of the handbook is provided to CPRD Board Members.

## ORS 198.540

### Notice prior to adoption of ordinance affecting regulation

Text

Annotations

(1) Except in an emergency, an ordinance adopting, amending or repealing a regulation shall not be considered or voted upon by a district board unless the ordinance is included in the published agenda of the meeting. The agenda of a meeting shall state the time, date and place of the meeting, give a brief description of the ordinances to be considered at the meeting and state that copies of the ordinances are available at the office of the district board. *♂*

## ORS 198.550

### Publication of ordinance

- emergency ordinance procedure

Text

Annotations

(1) Except as provided by subsection (3) of this section, before an ordinance is adopted it shall be read during regular meetings of the district board on two different days at least six days apart. The reading of an ordinance shall be full and distinct unless at the meeting: *♂*

(a) A copy of the ordinance is available for each person who desires a copy; **and**

(b) The board directs that the reading be by title only.

## ORS 198.560

### Filing of ordinance

- notice of adoption of emergency ordinance

Text

Annotations

(1) Within seven days after adoption of an ordinance, the enrolled ordinance shall be:

(a) Signed by the presiding officer;

(b) Attested by the person who served as recording secretary of the district board at the session at which the board adopted the ordinance; **and**

(c) Filed in the records of the district.

(2) A certified copy of each ordinance shall be filed with the county clerk, available for public inspection.

## LEASE OPTION

THIS LEASE made by THE CRYSTAL DAWN SMITH RILEE FOUNDATION (a private foundation dated August 6, 2003, which is an IRC 501(C)(3) tax exempt organization), and existing under the laws of the State of Oregon, herein called "Owner", and THE CHEHALEM PARK AND RECREATION DISTRICT, a political subdivision of the State of Oregon, herein called "Tenant", as follows:

### AGREEMENT:

The above-named Owner agrees to lease to the above-named Tenant and the Tenant agrees to take from the Owner, on the terms and conditions hereinafter set forth the leased premises hereinafter described.

### LEASE PREMISES:

The property covered by this lease is all that property described in Exhibit A, attached hereto and by this reference incorporated herein.

### TERM OF LEASE:

The term of this lease and the obligation of Tenant to pay rent shall begin retroactive on the first day of November, 2013, and shall expire on December 1, 2014.

### RENT:

(a) The cash rent for this lease shall be one lump-sum payment of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), payable on the execution of this lease, the receipt of which is hereby acknowledged.

(b) As additional rent, Tenant shall pay and be solely responsible for all charges for heat, water, gas, electricity and any other utilities used or consumed by Tenant, or any of Tenant's subleases, invitees and guests, in or upon the lease premises, including the two residential structures situated thereon and all outbuildings. Owner shall not be liable for any interruption or failure in the supply of any utility to the lease premises.

### TAXES AND ASSESSMENTS:

As additional rent, Tenant shall pay all real property taxes that may be assessed and levied against the land and improvements on the lease premises, prorated as of November 1, 2013.

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**DELIVERY OF POSSESSION:**

The Owner shall deliver possession of the leased property on the day of the execution of this agreement. If for any reason Owner cannot so deliver possession at the commencement of the lease term, this lease shall not be void or voidable nor shall the Owner be liable to the Tenant for any loss or damage resulting therefrom but there shall be an abatement of rent for the period between the commencement of the lease term and the time when the possession is delivered by Owner.

**USE OF PREMISES:**

(a) The premises being leased consists of approximately 327 acres, plus or minus, of forest and pasture land, two residences and several outbuildings. Tenant's authorized uses of the lease premises is shall include, and not be limited to, the following: 1) park, playground and recreational facilities; 2) camping and picnic facilities; 3) hiking and nature trail facilities; 4) horseback trail riding facilities, 5) corral, arena and other riding facilities; 6) agricultural barn and maintenance facilities, 7) commercial retreat and public event center facilities; 8) museum and interpretive center facilities; 9) sport facilities and 10) all infrastructure (including roads and vehicle parking lots) necessary and appropriate for the implementation of any and all of the above activities.

(b) Subject to the availability of tax revenue and Tenant determining, in its sole discretion, that the project is economically viable, Tenant shall use its best efforts to convert the small outbuilding by the farmhouse to a museum with artifacts provided by Owner.

(c) Tenant shall fence in an existing parking lot and "Burt's 80" portion of the premises with the choice of fencing material left to Tenant's sole discretion.

**UTILITIES:**

Tenant shall be solely responsible for and will promptly pay all charges for heat, water, gas, electricity, and any other utilities used or consumed in the leased premises. Owner shall not be liable for any interruption or failure in the supply of any utility to the leased premises.

**RESTRICTIONS ON USE OF PREMISES:**

The following restrictions shall apply to Tenant's use of the premises both during the term of this lease and Tenant's actual ownership of the premises should Tenant exercise its option to purchase the premises.

(a) These premises shall not be used for residential or commercial development.

(b) Except as may be reasonably prudent for purposes of settling quiet title suits, settlement of boundary disputes, public access and utility installations and reasonable boundary reconfigurations of the parcels, none of the lease premises shall be assigned or alienated by Tenant, and none of the lease premises, once acquired by Tenant, shall ever be sold, subdivided or transferred by Tenant to a third party without Owner's consent being first had and obtained.

(c) Except for selective cutting and forest thinning in accord with good forest management practices and such cutting as may be necessary to accommodate Tenant's permitted uses of the premises, no clear cutting of the standing timber on the property shall be allowed.

**CONDITION OF PROPERTY:**

At the commencement of the term of this lease, the Tenant shall accept the leased premises and any equipment in or on the leased premises in their existing condition. No representations, statements or warranty expressed or implied have been made by or on behalf of the Owner as to such condition or as to the use that may be made of such property. In no event shall the Owner be liable for any defect in such property or for any limitation upon its use.

This lease is made by the Owner and accepted by the Tenant subject to the following:

- (a) Right of tenants, licensees, concessionaires or occupants in possession.
- (b) Any statement of facts that an accurate survey or inspection would show.
- (c) Any presently existing defects of title, easements, covenant, encumbrance or restriction, mortgage or deed of trust, agreement and lien affecting the leased property.
- (d) All zoning regulations affecting the leased property now or hereafter enforced.
- (e) Encroachment of the leased property on any street or on adjacent property.

**MAINTENANCE OF THE PREMISES:**

(a) Tenant will at all times keep and maintain all the improvements on the premises in reasonable repair and not commit or allow to be committed any waste or strip thereof; and, upon the expiration of this lease or any renewal thereof, or upon the termination thereof, an agreement is made by Tenant to deliver the premises to Owner in as good a state and condition as the same were at the commencement of the term of this lease, reasonable wear and tear thereof, fire and other unavoidable causes not the result of carelessness, negligence or improper conduct by Tenant or the patrons, agents or service of Tenant. PROVIDED, HOWEVER, Tenant, in its discretion, shall have the authority to destroy any building which it determines in its best judgment to be uneconomical to maintain, a hazard to the general public or an attractive nuisance.

(b) A portion of the lease premises consists of agricultural land, and Tenant shall maintain such land in good farm-like manner, and shall practice and follow all standards of accepted practices of farming and animal husbandry. Tenant shall take whatever steps are necessary to control tansy, ragweed, blackberry plants, Canadian thistle, bullthistle and other noxious weeds. Tenant shall mow all roadsides as needed where reasonably physically possible.

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(c) The agricultural property is presently under farm lease with Steve Harvey. By executing this lease, Owner transfers all interest it has in the Harvey Farm Lease, including all rights to rents and/or crop share, to Tenant, and Tenant agrees that it will honor the farming contract with Steve Harvey through November 15, 2016. Thereafter, Steve Harvey shall be entitled to participate in submitting competitive proposals to Tenant for future farming rights.

INDEMNIFY AND HOLD HARMLESS:

(a) Tenant will indemnify and hold harmless Owner from any and all claims, actions, damages, liability and expense in connection with damage to persons or property arising from any occurrence in, upon, or at the leased premises or the sidewalks or areas adjoining the same, or the occupancy or use by Tenant, or the invitees or licensees of Tenant, of the leased premises or common ways when occasioned, wholly or in part, by any act or omission for which Tenant, or the agents, contractors, employees, servants, lessees, concessionaires, or invitees of Tenant, shall be legally liable. In case Owner shall, without any fault on the part of Owner, be made a party to any litigation commenced by or against Tenant, then Tenant shall proceed to hold Owner harmless and pay all costs, expenses, and attorney's fees incurred or paid by Owner in connection with such litigation.

(b) Neither the Owner nor the Tenant shall be liable to the other for a loss arising out of damage to or destruction of the leased premises, or the building, or improvement of which the leased premises are a part, or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with an extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Owner or Tenant or by any of their respective agents, servants, employees or invitees of Tenant. It is the intention and agreement of the Owner and the Tenant that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the Owner nor the Tenant shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint insured.

INSURANCE:

At all times during the term of this lease, Tenant shall, at Tenant's sole expense, maintain in full force a liability insurance policy insuring Tenant in the minimum amount of \$250,000.00 per occurrence, and in the minimum amount of \$1,000,000.00 in the aggregate, against any and all liability of Tenant with respect to the premises and under this lease, or arising out of the maintenance, use or occupancy of the premises by Tenant, for damage to persons or property in, upon or about the premises. Tenant shall, at its own expense, insure all of Tenant's property upon the premises, of whatsoever nature, against loss of any sort; and Tenant shall provide fire and casualty insurance on the buildings and improvements for their full insurable value. Tenant shall cause Owner to be named as an "additional insured" on any liability or property loss insurance policy

purchased under this paragraph with such loss payable to Owner and Tenant as their interest shall appear; each such policy shall provide that the policy may not be cancelled or modified without at least ten (10) days' prior written notice to Owner. Tenant shall provide Owner with the declaration sheet or sheets for any insurance policy or policies at time of commencement of such policy or policies and upon renewal of such policy or policies with each term of insurance. If at any time Owner requests Tenant to provide Owner with a copy of any insurance policy, Tenant shall promptly provide that copy. Any casualty loss insurance proceeds received by Owner and not used in rebuilding shall be credited against Tenant's option purchase price hereinafter stated, with any excess transferred to Owner upon receipt.

MEMORIAL SIGNAGE:

With input from Owner, Tenant, at Tenant's cost, shall cause to be manufactured and installed reasonable memorial signage to commemorate the life of Crystal Dawn Smith Rilee and her ancestors who homesteaded the lease premises.

PERSONAL PROPERTY:

All personal property remaining on the premises, but excluding the property owned by the sub-tenants of the residences, if any, as of the date of the signing this lease, shall become the sole and separate property of Tenant at no further cost to Tenant.

NOTICE OF DEFAULT:

Tenant shall not be deemed in default for failure to perform any covenant or condition of this agreement until notice of such default has been given to Tenant and Tenant has failed to remedy such default, or initiated corrective measures to remedy such default, within sixty (60) days after giving of notice. Notice of default for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing such notice addressed to Tenant at the address herein set forth.

DEFAULT AND RE-ENTRY:

In the event Tenant shall be in default hereunder, Owner, or those having the estate of Owner in the premises, may without any further notice whatever elect to terminate this lease. In the event of the termination of the lease by default of the Tenant or by expiration of the term of the lease, Owner or those having the estate of Owner in the premises may, immediately or at any time thereafter during the continuance of such default, enter said premises or any part thereof, repossess the same and expel the Tenant and those claiming under Tenant.

OTHER REMEDIES:

The aforesaid remedies of Owner shall not prejudice any remedy or remedies that Owner might otherwise have for the collection of unpaid rents or for breach of covenant that may be available to Owner under applicable State law.

ACCESS:

Tenant shall allow Owner access to the premises at all reasonable times for the purpose of inspection.

OPTION OF TENANT TO PURCHASE:

(a) Provided Tenant shall have observed and complied with all the terms and conditions of this lease required of Tenant, Tenant shall have the option to purchase the above-described property at any time within the duration of this lease. The option purchase price shall be the sum of Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00).

(b) The option purchase price being thus established, it shall be paid in cash. The lump sum cash rental payment of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) shall be applied as a credit against the purchase price, with the remaining sum of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) being due and payable at closing.

(c) In the event Tenant exercises this option to purchase, Owner shall convey to Tenant by Warranty Deed, the property set forth in Exhibit A free from all encumbrances except easements and its findings of record. Specifically, the Deed of Trust for the benefit of First Federal Savings and Loan recorded on June 26, 2008, in Yamhill County Deed and Mortgage Records as document No. 201303835, shall be paid in full in escrow out of the balance of the option price. Provided however, during the lease term Tenant shall make the minimum monthly mortgage payment as they come due from any rent payments received from the existing residential renter. Tenant shall be entitled to receive from Owner, at Tenant's expense, an Owner's title insurance policy insuring marketable title in and to the premises, saving and excepting the usual printed exceptions, easements, and the building restrictions now of record, if any.

(d) This option shall be exercised by Tenant giving Owner written notice of the intention of Tenant to exercise the option prior to the termination of this lease. In the event Tenant gives notice of its intent to exercise the option, an escrow account shall be opened at First American Title Insurance Company, Newberg Branch, and Tenant shall have thirty (30) days from being notified of the escrow within which to tender to the escrow agent the full amount of the purchase price, less credit for the cash rent paid. If the funds are not so received within this time period, the option shall then become null and void.

(e) Tenant shall purchase the premises "AS IS." Owner makes no warranties, promises or covenants to Tenant regarding the condition of the premises, any wells or existing septic systems on the premises or the status of Tenant's record title to the premises. However, Tenant shall have the right to pay off and satisfy any money judgment or lien against Owner placed on the property after the date of this agreement, and to deduct the amounts so paid from the remaining cash payment due on Owner's option price.

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WAIVER:

The waiver by the Owner of any breach of any term, covenant, or condition of this lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of the lease. The acceptance of rent by the Owner hereunder shall never be construed to be a waiver of any term of the lease. No payment by Tenant or receipt by Owner of a lesser amount than shall be due according to the terms of this lease shall be deemed or construed to be other than on account of the earliest rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

REQUIREMENT OF PERFORMANCE:

Time is of the essence of this agreement.

ASSIGNMENT AND SUBLETTING:

The Tenant shall not assign this lease in whole or in part, nor sublet all or any part of the leases premises (excepting the two residences), without prior written consent of the Owner in each instance, which consent will not be unreasonably withheld. The Owner reserves the right to impose such conditions upon assignment or subletting as in the circumstances may be reasonable and necessary. Notwithstanding any assignment or sublease, the Tenant shall remain fully liable on this lease, and shall not be released from performing any of the terms, covenants and conditions of the lease.

QUIET ENJOYMENT:

Upon payment of rents herein provided, and upon the observance and performance of all covenants, terms and conditions on the part of Tenant, Owner covenants that Tenant shall peaceably and quietly hold and enjoy the leased premises for the term herein demised without hindrance or interruption by Owner or any other person or persons lawfully or equitably claiming by, through or under the Owner.

FORCE MAJEURE:

In the event that either party shall be delayed, hindered or prevented in the performance of any act required hereunder except the payment of rents or additional rent, by reason of strikes, lockouts, inability to procure materials, failure of power, restrictive regulations, riots, weather, or any other reason of like nature not the fault of the party delayed in performing work or doing acts required, then performances of such acts shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

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NOTICE:

Any notice by Tenant to Owner must be served by certified or registered mail, postage prepaid, addressed to Owner at the address above given, or at such other address as Owner may designate by written notice. Any notice by Owner to Tenant must likewise be by certified or registered mail, postage prepaid, addressed to Tenant at the leased premises.

RECORDING:

A memorandum of this lease/option agreement between the parties shall be executed at closing and recorded in the Deed and Mortgage Records of Yamhill County, Oregon.

CONSTRUING THIS LEASE:

(a) The captions appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this lease nor in any way affect its meaning.

(b) If any terms, limits, or conditions of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the lease, or its application to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of the lease shall be valid and in force to the fullest extent permitted by law.

(c) Nothing contained in this lease shall be deemed or construed by the parties or any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or any association whatsoever between Owner and Tenant. Neither the method of computation of rent, nor any other provisions contained in the lease, nor any acts of the parties hereto shall be deemed to create any relationship between the Owner and Tenant other than the relationship of Owner and Tenant.

DEFAULT COSTS:

In the event this lease is in default, Tenant agrees to pay Owner<'s> reasonable collection costs including, but not limited to, attorneys fees even though no suit or action is filed. In the event suit or action is filed to enforce any of the provisions hereof, the losing party agrees to pay the reasonable costs and attorneys fees of the prevailing party, including appeals, as fixed by the court.

AUTHORITY TO EXECUTE LEASE OPTION:

The signees of both Owner and Tenant hereinafter identified acknowledge and represent to one another that they have been authorized by the Board of Directors of their respective organizations whom they represent to execute this Lease on behalf of their organization.

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IN WITNESS WHEREOF, Owner and Tenant have signed their names and affixed their seals the day and year which appear opposite their signatures.

Dated: 1-29-14

Dated: 11/24/14

**OWNER**

## CRYSTAL DAWN SMITH RILEE FOUNDATION

By: Kristi Pfarr, President

Address:

14808 SW Lowell Lane

Sherwood, Oregon 97140

STATE OF OREGON )  
 ) ss.  
County of Yamhill )

**TENANT**

## CHEHALEM PARK & RECREATION DISTRICT

By: Mike McBride  
**Mike McBride, President**

By: Don Clements  
**Don Clements, Executive Director**

Address:  
125 South Elliott Road

Newberg, Oregon 97132

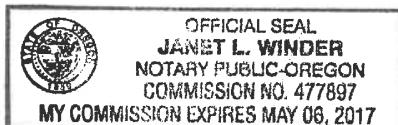
On the 29th day of January, 2014, personally appeared the above named Kristi Pfarr as President of THE CRYSTAL DAWN SMITH RILEE FOUNDATION.



STATE OF OREGON )  
 ) ss.  
County of Yamhill )

Notary Public for Oregon

On the 24<sup>th</sup> day of January, 2014, personally appeared the above named Mike McBride, as President, and Don Clements, as Executive Director, of THE CHEHALEM PARK AND RECREATION DISTRICT.



Janet Muncie  
Notary Public for Oregon

## **EXHIBIT 'A'**

### **LEGAL DESCRIPTION:**

#### **PARCEL 1:**

Beginning at the Southeast corner of the Southeast quarter of the Southwest quarter of the Southwest quarter of Section 13 in Township 3 South of Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence running North parallel with the West line of said Section 13, 208.7 feet; thence West parallel with the South line of said Section 13, 208.7 feet; thence South parallel with the West line of said Section 13, 208.7 feet to the South line of said Section 13 and thence East following the South line of said Section 13, 208.7 feet to the place of beginning.

Tax Parcel Number: R3213-2300

#### **PARCEL 2:**

The Northeast Quarter (1/4) of the SE Quarter (1/4) of Section 24, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon.

EXCEPTING THEREFROM that portion of Section 24, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described as follows:

Commencing at the Southwest corner of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and running North 241 feet; thence East 241 feet; thence South 241 feet; thence West 241 feet to the place of beginning.

ALSO EXCEPTING THEREFROM the following described property:

Beginning at a brass disk located at the Northeast corner of the Southeast one-quarter of said Section 24; thence along the North line of the said Southeast one-quarter, North 88°11'36" West a distance of 1319.70 feet to a 5/8 inch iron rod located at the Northwest corner of the Northeast one-quarter of said Southeast one-quarter; thence South 87°54'20" East a distance of 1319.73 feet to a point on the East line of said Southeast one-quarter; thence along the East line of said Southeast one-quarter, North 01°41'32" East a distance of 6.63 feet to the Point of Beginning.

Tax Parcel Number: R3224-100

#### **PARCEL 3:**

Beginning at a 3/4" iron pipe set in the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 24, of Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon; thence North 89°51'44" East along the Section Line 729.25 feet; thence South 8°15'30" East 592.89 feet, approximately along the center line of county Road #43A to a 5/8" rod; thence South 89°51'44" West 814.68 feet to a 5/8" iron rod; thence North 0°01'35" East 586.95 feet to the place of beginning and containing 10.40 acres more or less.

EXCEPT that portion lying with County Road #43A.

Tax Parcel Number: R3224-300

**PARCEL 4:**

All of the West one-half (1/2) of the Northwest Quarter (1/4) of Section 24, Township 3 South, Range 2 West of the Willamette Meridian, containing 80 acres more or less, County of Yamhill, State of Oregon.

Tax Parcel Number: R3224-900

**PARCEL 5:**

A parcel situated, lying and being in the County of Yamhill, State of Oregon, and being particularly described as 30 acres off of and from the North half of the East half of the Southwest Quarter of Section 24, in Township 3 South, or Range 2 West of the Willamette Meridian in said County and State, excepting therefrom any portion lying within the right of way of County Road No. 143 (Parrett Mountain Road).

Tax Parcel Number: R3224-1100

**PARCEL 6:**

The Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 24, in township 3 South, of Range 2 West of the Willamette Meridian, containing forty (40) acres, more or less, in the County of Yamhill and State of Oregon.

Tax Parcel Number: R3224-1101

**PARCEL 7:**

Situate, lying and being in the County of Yamhill, State of Oregon, and being particularly described as the East half of the Southwest quarter of Section 24, in Township 3 South, Range 2 West of the Willamette Meridian in said County and State; saving and excepting therefrom that certain 30 acres off of and from the North end thereof conveyed to Forrest P. Smith; and ALSO the Southwest Quarter of the Southeast Quarter of Section 24, in Township 3 South, Range 2 West, of the Willamette in Yamhill County, Oregon.

Tax Parcel Number: R3224-1200

**PARCEL 8:**

A portion of Section 24, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described as follows:

Commencing at the Southwest corner of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and running North 241 feet; thence East 241 feet; thence South 241 feet; thence West 241 feet to the place of beginning.

Tax Parcel Number: R3224-1300

**PARCEL 9:**

The Southeast Quarter of the Southeast Quarter of Section 24, in Township 3 South, or Range 2 West of the Willamette Meridian, in Yamhill County, State of Oregon.

Tax Parcel Number: R3224-1400



<sup>1</sup> Crystal Rilee, quoted on the main page of the Crystal Dawn Smith Rilee Foundation website, Internet Archive capture from November 14, 2007, [https://web.archive.org/web/20071114223720/http://www.crystaldawnsmithrileefoundation.com/crystal\\_dawn.php](https://web.archive.org/web/20071114223720/http://www.crystaldawnsmithrileefoundation.com/crystal_dawn.php)

<sup>2</sup> August 6, 2003: "Crystal Dawn Smith Rilee Foundation" incorporated, Oregon Secretary of State Business Registry, [https://egov.sos.state.or.us/br/pkg\\_web\\_name\\_srch\\_inq.show\\_detl?p\\_be\\_rsn=983328&p\\_srce=BR\\_INQ&p\\_print=FALSE](https://egov.sos.state.or.us/br/pkg_web_name_srch_inq.show_detl?p_be_rsn=983328&p_srce=BR_INQ&p_print=FALSE)

<sup>3</sup> "The Crystal Dawn Smith Rilee Foundation (CDSR Foundation) was established in 2003 to preserve and protect a 418 acre 150 year old family farm in an area of rapidly developing urban growth. The mission of the Foundation is to provide an educational and historical experience to the public by preserving the working farm and enhancing its educational capabilities.", statement of mission and intent from Land Use Application 2007

<sup>4</sup> "Provide a place and the opportunity **for all people** to experience and learn about, through innovative educational programs, the sustainable relationship between the land and its inhabitants over time", statement of mission and intent from Land Use Application 2007

<sup>5</sup> June 12, 2007: Foundation files Assumed Business Name for "THE PARRETT MOUNTAIN HORSE PARK", Oregon Secretary of State Business Registry, [https://egov.sos.state.or.us/br/pkg\\_web\\_name\\_srch\\_inq.show\\_detl?p\\_be\\_rsn=1257259&p\\_srce=BR\\_INQ&p\\_print=FALSE](https://egov.sos.state.or.us/br/pkg_web_name_srch_inq.show_detl?p_be_rsn=1257259&p_srce=BR_INQ&p_print=FALSE)

<sup>6</sup> [https://www.oregonlive.com/news/2009/09/head\\_of\\_newberg\\_charity\\_arrest.html](https://www.oregonlive.com/news/2009/09/head_of_newberg_charity_arrest.html)

<sup>7</sup> [https://www.cprdnewberg.org/sites/default/files/fileattachments/general/meeting/8811/minutes\\_10-25-12.pdf](https://www.cprdnewberg.org/sites/default/files/fileattachments/general/meeting/8811/minutes_10-25-12.pdf)

<sup>8</sup> SDAO Special District Board Member Handbook, <https://www.sdao.com/files/abb83e714/board-handbook.pdf>