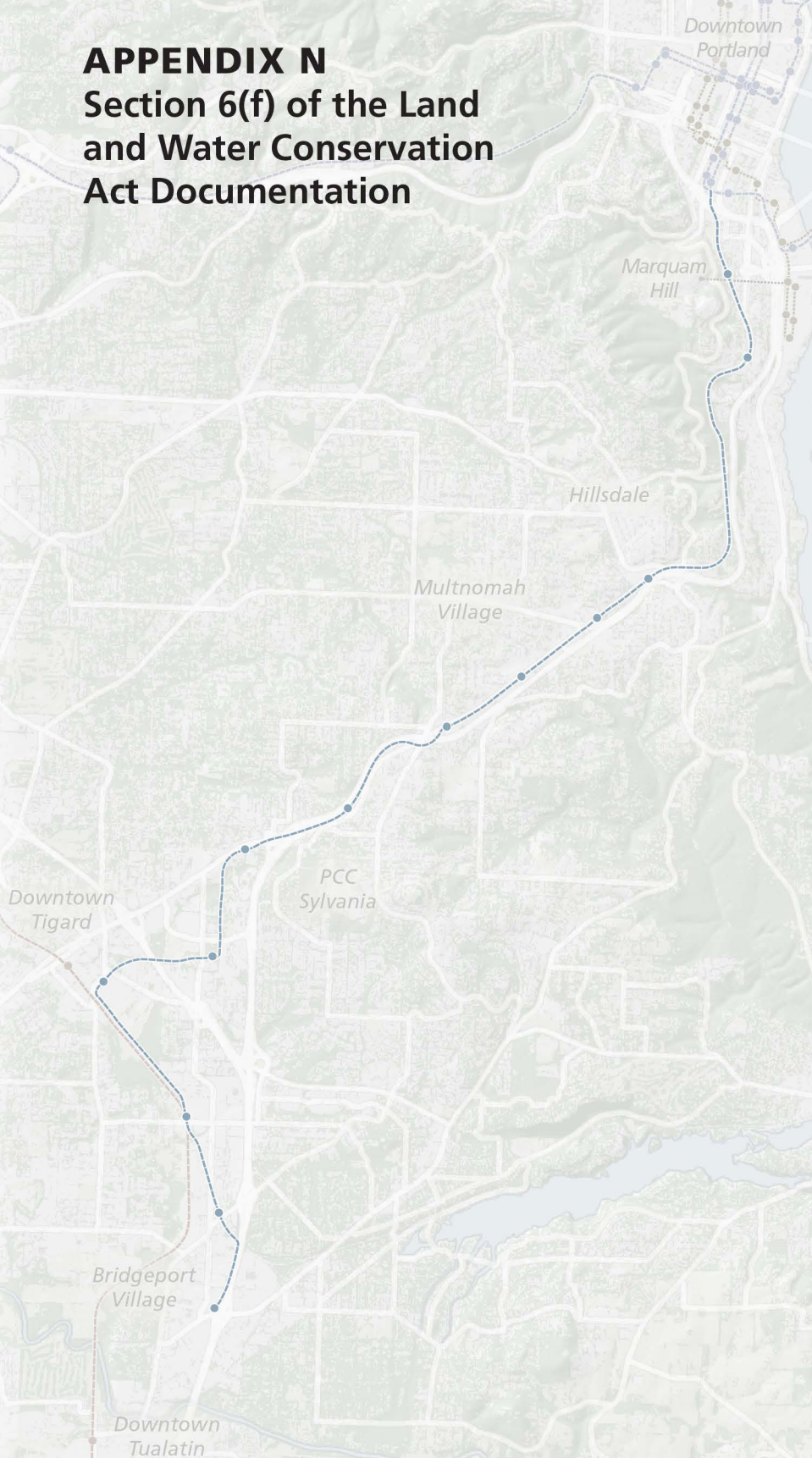


# APPENDIX N

## Section 6(f) of the Land and Water Conservation Act Documentation



## **APPENDIX N – SECTION 6(F) OF THE LAND AND WATER CONSERVATION FUND ACT DOCUMENTATION**

### **N.1. Introduction**

Section 6(f) of the federal Land and Water Conservation Fund (LWCF) Act of 1965 (54 United States Code 200305 et seq.) requires that recreational properties acquired or developed with grants from the fund be replaced in the event of permanent, non-recreation uses of those properties. Replacement land must be of at least equivalent property and recreation value. The National Park Service (NPS) is the agency that approves any LWCF conversion based on an evaluation that illustrates that the replacement proposed is equivalent to the property being removed from recreational use.

The Southwest Corridor Light Rail Project Draft Environmental Impact Statement (EIS) identified potential LWCF conversions for the Project at two separate locations along Terwilliger Parkway (a city park): Parcel 1S1E16AD-00200 (the Gilbert Parcel) and Parcel 1S1E16AA-00400 (a small triangle-shaped parcel along SW Barbur Boulevard). Since the Draft EIS, the Federal Transit Administration (FTA) has conducted additional research regarding the status of these properties in the corridor and has found that no Section 6(f) properties would be converted for the Project. This appendix documents those findings, including the coordination with NPS.

### **N.2. LWCF Resource: Marquam Nature Park and Terwilliger Parkway**

The City of Portland received an LWCF grant in 1978 to purchase five properties, totaling 74.65 acres, as part of the Marquam Nature Park. The LWCF grant was intended to expand the Marquam Nature Park area and support the eventual construction of a trail connecting Marquam Nature Park to Tryon Creek State Park. A portion of the Terwilliger Parkway was included in the LWCF boundary as part of that grant.<sup>1</sup>

The boundary of the area within Terwilliger Parkway protected by the provisions of Section 6(f) was not clear in documentation available at the time the Draft EIS was published. The Draft EIS noted that two parcels might be subject to the conversion requirements of Section 6(f). Additional research has been conducted since the publication of the Draft EIS to clarify the requirements related to Terwilliger Parkway. The boundary area for the 1978 grant includes those parcels within Terwilliger Parkway depicted on the LWCF grant submittal maps developed by the City of Portland. The affected parcels are along the proposed trail to connect Marquam Nature Park and Tryon Creek State Park and were purchased by the City of Portland between 1978 and 1981.

### **N.3. Terwilliger Parkway: Areas of Potential Section 6(f) Use**

Figure N-1 shows the two parcels discussed in the Draft EIS and in this appendix: Parcel 1S1E16AD-00200 (the Gilbert Parcel) and Parcel 1S1E16AA-00400 (a small triangle-shaped parcel along SW Barbur Boulevard).

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<sup>1</sup> Terwilliger Parkway is a 102.8-acre linear parkway along SW Terwilliger Boulevard between SW Sam Jackson Park Road and SW Capitol Highway (see Figure N-1). The City of Portland acquired the land for Terwilliger Parkway beginning in 1917; it is part of the regional 40-Mile Loop Trail system and provides paved walking paths, picnic tables, viewpoints, hiking trails, bicycle paths and a playground.





### **Parcel 1S1E16AD-00200, Gilbert Parcel**

The Gilbert Parcel (Parcel 1S1E16AD-00200) is subject to the protections of Section 6(f). It was part of the City of Portland's 1978 LWCF grant described above. The Gilbert Parcel was donated to the city and used as matching funds for the grant valued at \$5,500. Figure N-1 illustrates the location of the Gilbert Parcel in relation to the Project. The parcel was identified in the Draft EIS as potentially impacted by the light rail alternatives. However, the Final EIS plans show that the parcel would be avoided by the Project, and it is therefore not discussed further in this appendix.

### **Parcel 1S1E16AA-00400**

Parcel 1S1E16AA-00400, also referred to in project documentation as "the triangle parcel," is a 0.2-acre triangle-shaped parcel adjacent to SW Barbur Boulevard. This property would be impacted by the Project with a partial acquisition associated with the Preferred Alternative. The Draft EIS reported that it may be protected by Section 6(f).

Land within the parcel is wooded and composed of gravel, and there are no trail access or developed recreation facilities in this area. Since the Draft EIS release in summer 2018, TriMet conducted research on the status of this property and summarized its findings in a memorandum for FTA and NPS. The memorandum is provided in Attachment N1. Records show it was not part of the LWCF Marquam Nature Park grant purchase, nor did the City of Portland intend for the parcel to be part of Marquam Nature Park or Terwilliger Parkway. Rather, this parcel was condemned by the city for the construction/widening of SW Barbur Boulevard in the 1930s. Based on TriMet's research, the parcel appears to retain a restriction deed for highway access by the Oregon Department of Transportation, and further, TriMet has found no City of Portland records of it being transferred to Portland Parks & Recreation (PP&R). TriMet reached out to the PP&R planning manager to seek input on this research. City staff were unable to find anything related to this triangular parcel, which seems to support the TriMet research that this parcel is unaffiliated with the park.

TriMet, FTA and NPS concluded that this parcel is not included in the LWCF encumbrance boundary. Construction of the Project in this area would not cause a conversion of use from outdoor recreation under the LWCF Act. Attachment N2 provides documentation of the coordination between FTA and NPS regarding Parcel 1S1E16AA-00400 (also referred to as the "triangle parcel").

## **N.4. Summary of Coordination with NPS**

Beginning in early 2017, Metro and TriMet contacted NPS and the Oregon Parks and Recreation Department to obtain a list of LWCF grants within the study area, which was defined as 150 feet in all directions from the edge of all of the Draft EIS alignment alternatives and options. Additionally, Metro and TriMet have conducted ongoing coordination with PP&R about the impact to the properties described in this appendix and other city park properties.

The U.S. Department of the Interior, which manages NPS, submitted a comment letter during the Draft EIS comment period (see Comment ID A1 in Appendix J3.1, Original Copies of Draft EIS Comments – Tribe and Agency Comments). The letter indicated that NPS understood that the area of any conversion of LWCF grant property to a non-recreational use would be determined before the release of the Final EIS, and that the Final EIS would also address potential impacts associated with acquisition and development of any needed replacement parks. NPS notified FTA that NPS intended to use the analysis presented in the Final

EIS to inform its determination about the equivalency of the conversion and replacement properties before approving any conversion request submitted on behalf of the City of Portland.

Further coordination with NPS occurred regarding Terwilliger Parkway, as described above. This written correspondence is attached as Attachment N2, email correspondence between FTA and NPS.

## **N.5. Conclusion**

Based on the research and coordination conducted by FTA, NPS, TriMet and Metro after publication of the Draft EIS, and based on the avoidance of the known parcel protected by Section 6(f) of the LWCF Act, no conversion of properties protected by Section 6(f) would occur with implementation of the Project. No further work is necessary.





## Memo

**Date:** 1/3/2020

**To:** Dave Unsworth, Director of Project Development and Permitting

**From:** Nick Stewart, Real Property Manager

**Subject:** Parcel 1S1E16AA -00400

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This memo outlines the information requested from National Park Service regarding Parcel 1S1E16AA -00400 that was not part of a Land and Water Conservation Fund (LWCF) grant to purchase parcels for the Marquam Hill Natural Area from 1978-1983. This small parcel is located within the Terwilliger Parkway boundary as depicted in City of Portland GIS files and is identified for a partial sliver acquisition for the Southwest Corridor Light Rail Project.

TriMet has confirmed the parcel impact cannot be avoided through design refinements. The National Park Service questioned if the full Terwilliger Parkway property would be encumbered by the LWCF conversion requirements, depending on what was categorized as part of Terwilliger Parkway at the time of the last grant payment in 1983.

This memo provides the documents research that we conclude that the acquisition of Parcel 1S1E16AA -00400 by the City was not intended to connect any portion of the Terwilliger Parkway, nor was it ever part of Terwilliger Parkway. The fact that the parcel is shaded green on City maps may merely be the result of a Parks mapping error after confirming that the parcel was under city ownership.

Land and Water Conservation Fund – Status of Parcel 1S1E16AA -00400

The City of Portland received a LWCF Grant in 1978 to purchase five properties, totaling 74.65 acres, as part of the Marquam Nature Park (see Figure 1). The Parcel 1S1E16AA -00400 was not part of the LWCF Marquam Nature Park grant purchase in 1978-1983 (the grant timeframe), it is a .2-acre parcel that was condemned by the City for the construction/widening of Barbur Boulevard in the 1930's. The City of Portland did not intend for Parcel 1S1E16AA -00400 to be part of the Marquam Nature Park nor was it a missing piece of Terwilliger Parkway between 1978-1983 (see below for further details). Table 1 shows the

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properties that were purchased with the LWCF grant. Figure 1 shows the location of these properties within Marquam Nature Park.

Parcel 1S1E16AA -00400

Parcel 1S1E16AA -00400 was mostly isolated from Terwilliger Parkway and Marquam Nature Park in 1983 following the final LWCF grant payment. Figure 2 illustrates current ownership of the properties west and south of the parcel. The properties west and south of the parcel are currently owned by Metro (90%) and City of Portland (10%). Metro purchased the properties west and south of Parcel 1S1E16AA -00400 in 1996 (see attachment 2). The parcels to the north of south of parcel 1S1E16AA -00400 is still in private ownership.

At this time the state of Oregon has jurisdiction of Barbur Boulevard and has introduced access restrictions via easement deed on the entire Parcel 1S1E16AA -00400. See attached copy of access restriction deed from 1063 between ODOT and City attached. Currently anyone accessing Parcel 1S1E16AA -00400 from Barbur Boulevard is trespassing/violating restricted State Highway access regulations.

In 1911, the linear parcel up the cliff to the far west of Parcel 1S1E16AA -00400 was deeded to the City of Portland as part of 19.24 acres from the heirs of James Terwilliger. This was part of three large donations to the city that are restricted to only be used “for a public boulevard and parkway for the benefit and use of the public” (see Attachment 3). The Terwilliger Parkway parcel far to the west of the Parcel 1S1E16AA -00400 was developed for transportation use (cars, bikes, peds), and is not connected to the Marquam Nature Park and never shared a common border with Parcel 1S1E16AA -00400.

The trail in the LWCF agreement is what is now called “the 40-mile loop trail” (see Map in Attachment 1). You can see in Figure 3 that the trail is not within the vicinity of Parcel 1S1E16AA -00400; it is on the Terwilliger Parkway donation parcels. Additionally, the 40-mile loop trail was not funded by the LWCF grant. In short, Parcel 1S1E16AA -00400 was condemned by the City of Portland for construction of Barbour Boulevard under City Resolution 20681 (see attachment 5). The Parcel was not connected to the Terwilliger Parkway at the time of the LWCF grant in any way. The land was not intentionally acquired for a Park or Recreation use and no record of it being transferred to Parks use can be found from our research of city records.

In addition the Parcel is legally access restricted from the only abutting roadway (see Attachment 4) the function of the parcel is to protect a steel slope that

protects/supports a sharp curved embankment of the roadway and therefore may not be considered a 6(f) property (see attachment historical roadway construction photographs 6 and 7.

Table 1: Properties purchased with LWCF grant to create a Marquam Nature Park

Map ID	Property Name	Acreage	Notes from Grant Application
1	Landis property	56	Focal place for the natural area and will remain basically undeveloped except for future trails; will be acquired and eventually developed as the urban entrance to the Marquam Hill Section of the 40-Mile Loop.
2	Gallo property	0.9	Intended to be trail-head for the entry into the nature park
3	Winterwood site	4.5	Undeveloped; provides continuity
4	Goldy tract	13	Undeveloped; sewer trunk line runs through the center
5	Montague parcel	-0.01	Valued at \$5,000; likely part of match (records unclear, but the other parcels add up to the property purchased from the grant)
6	Wonacott property	0.25	Undeveloped; provides continuity
Total Acreage		74.65	Matches amount of acreage in the LWCF agreement (see attachment 1).

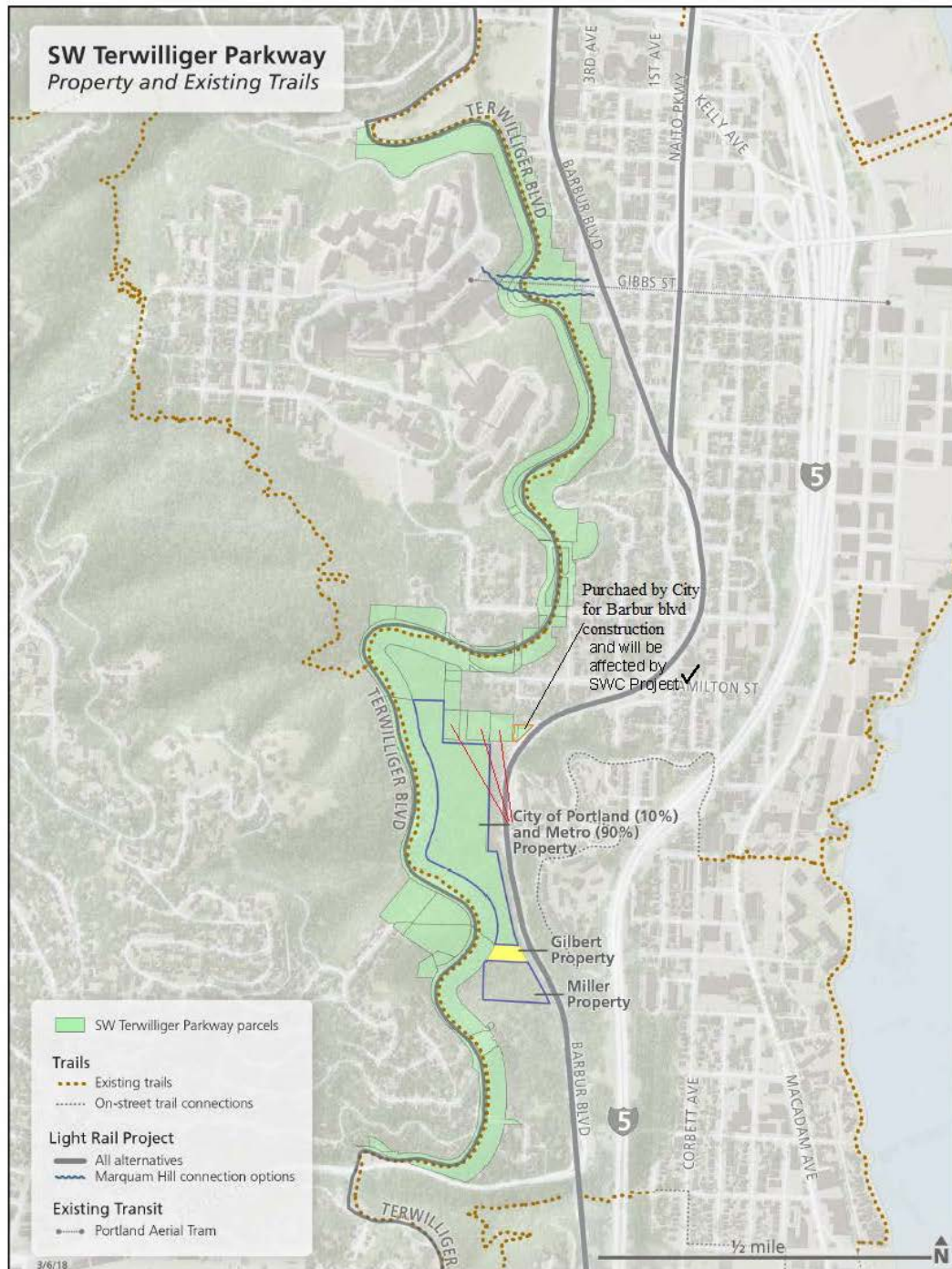


Figure 1: Map of Marquam Nature Park Parcel Acquisitions with LWCF Grant



SWC affected parcel and Barbur Blvd. not contained within this pages map limit - NS

Figure 2 Parcel 1S1E16AA 400 and Terwilliger Parkway



Triangular parcel shown outlined in red is actually deeded to Portland Bureau of Transportation and was not purchased with park grant funding. It was purchased for landslide mitigation associated with the widening of Barbur Blvd. -NS

✓

1/3/2020

January 24, 2020

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## Attachment 1: Agreement

UNITED STATES DEPARTMENT OF THE INTERIOR  
Heritage Conservation and Recreation Service  
Land and Water Conservation Fund Project Agreement

State Oregon	Multnomah County	Project Number 41-01056
Project Title Marquam Nature Park		
Project Period 12/27/78 to 12/31/83	Project Stage Covered by this Agreement	

## Project Scope (Description of Project)

To acquire 6 parcels of land with a total area of approximately 74.65 acres as a nature park.

Project Cost	The following are hereby incorporated into this agreement:
Total Cost \$ 1,400,500	1. General Provisions (HCRS Manual)
Fund Support not to exceed 50% Fund Amount \$ 745,250	2. Project Application and Attachments.
Cost of this Stage \$ 1,400,500	3. _____
Assistance this Stage \$ 745,250	4. _____

HCRS 8-92

Date	5/25/79
By	MS

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The United States of America, represented by the Director, Heritage Conservation and Recreation Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

By Maurice H. Lundy

(Signature)

Heritage Conservation and  
Recreation Service  
United States Department  
of the Interior

Date MAY 17 1979

STATE

Oregon

B. Gary A. Scott  
(Signature)

Gary A. Scott

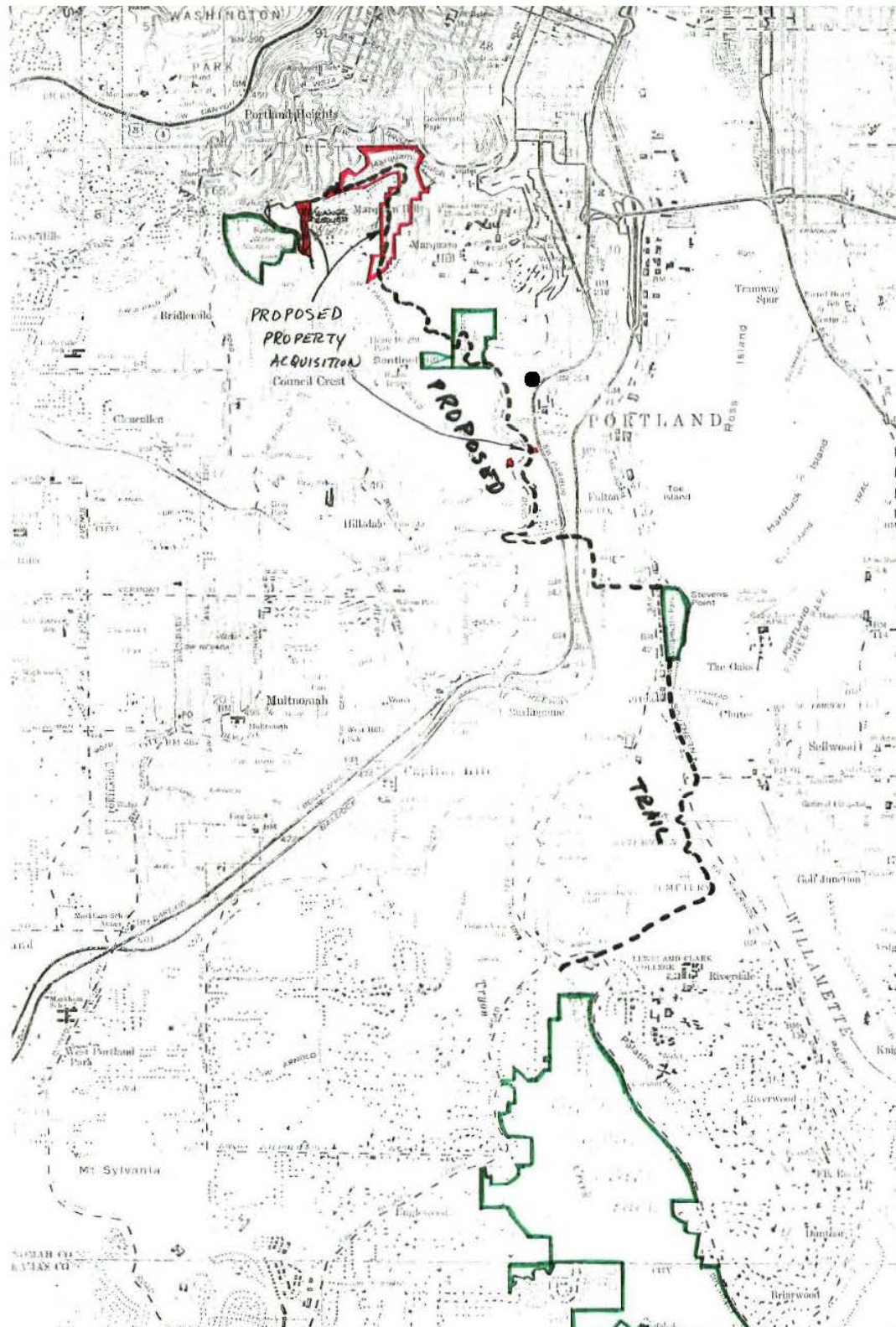
(Name)

State Recreation Director

(Title)

DOI 4770-7A  
JAN 24 1980





black dot shows location of parcel SWC will affect along curve of Barbur Blvd.

## Attachment 2: Metro and CoP Agreement (purchase of property)

## Contract Transmittal Summary

(Revenue Grant: Use Revenue Grant Transmittal form)

**METRO**600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 787-1700

To: PROCUREMENT SERVICES

Date: 2009-10-27

From DPC: Bardes, Kimberley A

Contract No.: 0000929613

Department: Sustainability Center

Vendor: City of Portland

Project Manager: Hunter, Kathleen

Project: City of Pdx Natural Areas Mgmt

Federal CFDA No: 0

RFP or RFB No.:

**HAS VENDOR/CONTRACTOR BEEN A METRO EMPLOYEE IN THE PAST?**

Yes

☒ No

Type of Contract: InterGovernmental Agreement

No Monetary Value

Federal Funds Involved: N

Contract Funding Source:

Agency:

Contract No:

Ending Dt:

Cooperative Agreement: N

**FOR CONTRACTS \$50,000 AND OVER:**

Is the contract listed on Annual Contract List?

Capital Asset Acquired/Constructed? No

Asset Number \_\_\_\_\_ Profile ID \_\_\_\_\_

Budget/Finance Approval \_\_\_\_\_

Asset Accounting Approval \_\_\_\_\_

If over \$50,000 must be included in Capital Improvement Plan

Budget Code(s): NA

Contract Term:

Beginning Date: 2009-10-22

Ending Date: open

Unusual Risk in Contract: (Initial the most applicable)

None

Automatic

Operational

Claims/Dispute

Politically Sensitive

Employment

Project Management

Environmental

Public Relations

Financial

Risk Management

**Division Managers: Please review and initial appropriate "Unusual Risk" category above. All Others: If a change is made to an "Unusual Risk" category, please initial change and contact Division Manager.**

NA MBE/WBE/ESB Program					
	DBE**	Non*	MBE	WBE	ESB
Solicited	0	0	0	0	0
Total: 0					
Responded	0	0	0	0	0
Total: 0					
Awarded					

\*Non-M/W/ESB vendors solicited, responded and awarded  
 \*\*DBE=Federally funded contracts only.  
 Add both non and M/W/ESB vendors for total

TOTAL COMMITMENT AMOUNT

\$ 0.00

Amount of contract to be spent current fiscal year:

\$ 0.00

Division Manager

Department Director

Department Contract Consultant

Procurement Officer

Finance Manager

Legal

Revised June 2009  
Form 901

If federally funded, DBE review is required. Add manually.

### INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is by and between Metro, an Oregon municipal corporation, located at 600 Northeast Grand Avenue, Portland, Oregon, 97232-2736 ("Metro"), and the City of Portland, located at 1120 SW 5th Avenue, Portland, Oregon 97204 ("the City"). This Agreement shall be effective on the last date of signature of a party, below (the "Effective Date").

#### RECITALS:

WHEREAS, pursuant to 1995 Metro Ballot Measure 26-26 ("Metro Open Spaces Bond Measure"), approved by the voters on May 16, 1995, Metro and the City have acquired property within the City that Metro and the City wish to preserve as open space in accordance with the Metro Open Spaces Bond Measure, the Metro Greenspaces Master Plan, and the Portland Parks & Recreation 2020 Vision Plan and Natural Area Acquisition Strategy;

WHEREAS, pursuant to 2006 Metro Ballot Measure 26-80 ("Metro Natural Areas Bond Measure"), approved by the voters on November 7, 2006, Metro and the City have and will acquire property within the City that Metro and the City wish to preserve as natural areas in accordance with the intent of the Metro Natural Areas Bond Measure, the Metro Greenspaces Master Plan and the Portland Parks & Recreation 2020 Vision Plan and Natural Area Acquisition Strategy;

WHEREAS, Metro and the City wish to manage the properties acquired pursuant to the Metro Open Spaces Bond Measure and the Metro Natural Areas Bond Measure to protect water, habitat, and to restore native species and therefore will enter into this Agreement to provide for the responsibilities and obligations of the parties with respect to the allowable uses, management, maintenance, operation and transfers of properties acquired in accordance with the provisions of this Agreement and

WHEREAS, the City wishes to apply applicable City code provisions, regulations, and policies to the management of such properties that the City becomes responsible for under this Agreement and to make capital investments in those properties from time to time;

Now, therefore, the parties agree as follows:

#### **1. Properties To Be Managed Pursuant to this Agreement.**

- 1.1 This Agreement shall be applicable to: (i) properties owned by Metro within the City of Portland that are identified on Exhibit A attached hereto and incorporated by reference herein; (ii) properties to be acquired by Metro within the City of Portland pursuant to the Metro Natural Areas Bond Measure, to the extent that Metro has notified the City that Metro wishes the City to manage a property and the City has accepted such responsibilities; and (iii) other properties owned by Metro within the City where Metro requests the City to manage such properties and the City accepts such responsibilities in

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accordance with this Agreement. Such properties shall be collectively referred to herein as the "Properties," or individually as a "Property."

- 1.2 The City has managed Properties acquired by Metro pursuant to the Metro Open Spaces Bond Measure and the Metro Natural Areas Bond Measure by following the City Code, and the City's adopted policies, procedures, and plans (hereinafter, the "City Natural Area Management Framework"). Metro agrees that the existing City Natural Area Management Framework has been consistent with the intent of each of those Measures and with the Metro Greenspaces Master Plan. The City agrees to continue to manage the Properties, and any additional Properties for which the City has accepted management responsibilities, consistent with the intent of the Measures and with the Metro Greenspaces Master Plan.
- 1.3 Metro will request City management of newly acquired natural areas or other Metro properties by providing to the City the form attached hereto as Exhibit B ("Notice of Acquisition or Potential Acquisition"), or a form substantially similar to Exhibit B. Metro will include relevant due diligence information that it believes the City does not possess, including, but not limited to planned stabilization work, property management information (if available), historic environmental hazard issues, and existing or likely assessments against the property.
- 1.4 Not later than thirty (30) days after receiving Metro's Request to Accept Property Management Responsibility, the City shall provide to Metro written notification stating whether the City will accept management responsibility for the property in accordance with this Agreement. If Metro has informed the City that the closing date on acquisition of a property is less than thirty (30) days from the date the City receives Metro's Request to Accept Property Management Responsibility, then the City shall make a good faith best effort to provide Metro with such notification prior to the closing date for the acquisition. The City's written notification shall indicate whether the City has already adopted a specific park or natural area management plan that would be applicable to the property, with the name of the specific plan identified in the letter.
2. **Authority of the City Parks Director.** The City, by its approval of this Agreement, hereby delegates responsibility to, and authorizes the Director of the Portland Bureau of Parks and Recreation, or the Director's designee, (hereinafter the "City Parks Director") to act on behalf of the City under this Agreement, without any further approval or consent from City Council, unless said approval or consent is required in accordance with acquisition procedures adopted by City Council under Ordinance No. 181710 or amendments thereto.
3. **Property Stabilization.** Prior to closing on its acquisition of a Property (as permitted by the prior landowner) and in the period immediately following closing on its purchase of a Property, Metro may take whatever actions it deems appropriate to stabilize Metro's ownership interest in a Property, at Metro's discretion, cost, and expense. Such stabilization activities may include construction, maintenance, or repair of facilities, projects, or improvements such as fences, gates, removal of invasive plants, and replanting of native

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plants. Metro will consult with the City before taking such actions to ensure that the actions will not unreasonably affect the City's ongoing management responsibilities for the Property.

**4. The City Shall Manage, Maintain, Improve, Secure, and Operate the Properties.**

- 4.1 The City shall be responsible for the ongoing management, maintenance, security, improvements to, and operation of the Properties at all times, in accordance with the terms of this Agreement. The Properties shall be managed, maintained, operated, and protected in accordance with their intended use as natural areas, with the primary goals being protection of the Properties' natural resources and water quality, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing. The City's responsibilities shall include management, maintenance, security, and operation of any facilities, projects, or improvements (e.g. fences, gates, removal of invasive plants, replanting of native plants, etc.) made by Metro pursuant to Section 2 of this Agreement. By accepting management responsibility for the Properties, the City agrees to be responsible for funding the operation and maintenance of the Properties, including, but not limited to payment of taxes and assessments, with the City's own financial and staffing resources. Metro shall periodically review the Properties to ensure that their management is in accordance with this Agreement.
- 4.2 Subject to Metro's written approval, which will not be unreasonably withheld, the City shall have the authority to make capital improvements to the Properties; provided, however, that such improvements shall be consistent with the intended use of the Properties as described in Section 4.1 of this Agreement and consistent with an approved Management Plan (as described in Section 6 of this Agreement) for the Property where they are constructed. Acceptable improvements could include the construction of trails, trailhead facilities (including parking areas, restrooms, and signage), picnic facilities and shelters, and other similar improvements. Active-use recreation facilities, such as athletic fields or courts, recreation centers, swimming facilities, and other similar improvements, shall not be constructed on the Properties.
- 4.3 The City shall act in a timely manner to resolve nuisance complaints and mitigate threats to the resources of the natural area. If Metro is issued a nuisance notice for the Property by a governmental body with authority to issue a notice, Metro shall forward such notice to the City and the City will make a good faith effort to abate said nuisance in accordance with timeframes established in the nuisance notice or otherwise negotiate with the noticing authority to address the complaint in a manner satisfactory to such noticing authority.
- 4.4 Metro grants to the City, and to the City's agents and contractors, the right to enter the Properties for the purpose of performing all activities, including enforcement of the City's code and policies related to City Natural Areas, reasonably necessary for the management, maintenance, and operation of the Properties and for the fulfillment of the City's duties and responsibilities under this Agreement. Metro grants public access to the Properties only to the extent that said public access is consistent with public access

policies and procedures provided for in the City Natural Area Management Framework or in an approved park or natural resources management plan applicable to a Property.

- 4.5 The City shall be responsible for obtaining any authorizations or permits necessary for management, maintenance, security, and operation of the Properties. The City shall be responsible for contacting and coordinating with other local or state agencies regarding any and all management, maintenance, security, and operational issues that may arise with respect to the Properties. Metro will be consulted not fewer than thirty (30) days prior to the City applying for any development permit. Metro's acceptance of such permitting activity will be implied unless otherwise communicated in writing by Metro within twenty (20) days of such consultation.

**5. Easements, Rights of Way, and Leases.**

- 5.1. All requests for easements, rights of way, and leases on or affecting the Properties shall be submitted to and adjudicated by the majority owner of the Property in accordance with its procedures, policies, and practices, with the Parties to consult with one another before making a final decision on said requests. If the ownership interest of the parties in the Property or Properties is shared and there is no majority owner, all requests for easements, rights of way, and leases on or affecting the Properties shall be submitted to and adjudicated by Metro in accordance with its procedures, policies, and practices, with consultations with the City prior to making a final decision. Final decisions will be consistent with the intent of the Metro bond measures under which the Properties were acquired and, to the extent reasonable, will provide for consideration to be provided in the form of annual rents which will be used to offset the City's ongoing cost of management of said Properties. The adjudicating party will require the applicant to pay one hundred percent (100%) of all adjudication costs, including the cost of outside consultants, if necessary, with the collected fees used to reimburse all those involved in the adjudication within thirty (30) days of receiving said fees.
- 5.2. This Section 5 shall also apply to all improvements (e.g., residences) on the Properties that would normally be managed through third-party agreements (e.g., rental agreements), that is, the majority owner shall oversee and manage all such agreements, or in the event of evenly split ownership, then Metro shall oversee and manage such agreements. For Properties for which Metro has such management responsibilities, Metro will consult with the City regarding impacts, if any, said management will have on the City's ongoing responsibilities under this Agreement.
- 5.3. If Metro and the City mutually agree in writing that the City's management of the third-party transaction would better serve the overall purposes of this Agreement, then the management, maintenance, and repair responsibility for such improvements will be transferred to the City, with transaction proceeds, if any, to be used to offset the City's administrative, maintenance, and repair costs associated with such improvements and the City's management costs incurred under this Agreement.

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- 5.4. Metro shall indicate in the Request to Accept Property Management Responsibility that it provides to the City whether a tenant or lessee has lived on the property since before Metro acquisition and if, therefore, such person may be entitled to relocation assistance benefits or payments if such person's lease is terminated. If Metro has so notified the City and the City has accepted management responsibility of such property, then the City shall not take any action that results in the displacement of such tenant without Metro's prior written consent. If Metro provides such consent, then Metro agrees to provide all such relocation benefits and payments. If the City takes an action that dislocates such person without Metro's prior written consent, then the City agrees to provide all such relocation benefits and payments. If Metro indicates on the Request to Accept Property Management Responsibility that there is not a tenant or lessee who may be eligible for such benefits or payments, but liability for such payments or benefits arises at a later time, then Metro shall pay all such benefits or payments.
- 5.5. All requests for uses of the Property by the public that do not affect title to the Property will be processed by the City in accordance with the City Natural Area Management Framework, provided that the City shall not grant any such request if the requested use will (i) conflict with the provisions of any easements or other restrictions applicable to the Property, or (ii) have a significant or long-term impact on the natural resources on the Property. Application and use fees associated with the requested use will be retained by the City to offset ongoing management costs associated with the affected Property or to reimburse the City for its administrative costs associated with the requested use. Metro shall be provided a copy of any request seeking a permit for use of a Property by a group of more than 100 persons, or for any comparably significant use, not later than seven (7) days after the City receives such permit request and not fewer than seven (7) days prior to the City approving any such request. Metro's acceptance of such permitting activity will be implied unless otherwise communicated in writing by Metro within five (5) days of receiving such notice.

**6. Resource Management/Master Plan for Each Property.**

- 6.1 The City shall make its good faith best effort to develop and adopt an area-specific park or natural resources management plan for Properties not being managed in accordance with an existing area-specific management plan (the "Management Plan"). The Management Plan shall set forth the acceptable management, operation, maintenance, and types and levels of programmed and public use and trail and improvement standards applicable to the Property. If not previously completed, the City shall take an inventory of the natural resources and improvements on the Property as part of the process of developing the Management Plan. The Management Plan shall ensure that the Property is managed, maintained, secured, and operated in accordance with the Metro Greenspaces Master Plan and with this Agreement, and that all trails and improvements on the Property comply with the Metro Greenspaces Master Plan and with this Agreement. The Management Plan shall also ensure that the Property is maintained as a natural area open space, with the primary goals being protection and restoration of the Property's natural resources and water quality, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing.

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- 6.2 As part of the City's process of developing and adopting a Management Plan, the City shall regularly consult with a Metro staff member designated by the Metro Parks and Greenspaces Department Director. In addition to any other approvals required by the City, the Management Plan shall be subject to approval by the Metro Council prior to the plan's implementation, which approval shall not be unreasonably withheld and shall be based on consistency with this Agreement, the Metro Greenspaces Master Plan and the intent of the Measures.
7. **Signage and Acknowledgement.** The City shall recognize and document on each Property, and in any publications, media presentations, or other presentations referencing such Property that are produced by or at the direction of the City, that funding for acquisition of the Project came from the Metro Opens Spaces Bond Measure or the Metro Natural Areas Bond Measure. Such recognition shall comply with the Metro Funding Recognition Guidelines attached as Exhibit C to this Agreement and hereby incorporated herein. The City may provide on-site signage informing the public that the City is managing the Property.
8. **Transfer of Interests between the Parties.** The Parties wish to maintain a flexible and responsive framework for transferring management responsibilities and property rights necessary to achieve their natural area preservation goals. In accordance with this shared intent, the Parties may use the mechanisms described below in this Section to carry out their respective responsibilities hereunder. Actions taken by the Parties in accordance with this Agreement will require no further approvals by the Metro Council or the Portland City Council unless said approvals are required by the Acquisition Parameters and Due Diligence Guidelines of the Natural Areas Implementation Work Plan adopted by Metro, or by comparable acquisition procedures adopted by the City Council under Ordinance No. 181710 or amendments thereto.
- 8.1 **Grant of Easement.** When the City accepts management authority and responsibility for Metro-acquired land in which the City has no ownership interest, as provided for herein, Metro will grant the City a natural area management easement over said property in substantially the form as the easement attached hereto as Exhibit D, to be recorded in the official records of the county where such property is located.
- 8.2 **Joint Acquisitions.** This subsection shall apply when the parties consent, each in its sole discretion, to share the cost of an acquisition. If one party (hereinafter the "Contributing Party") contributes a portion of the purchase price of a property being acquired by the other party (hereinafter the "Acquiring Party"), then, not later than thirty days following the later date of the Acquiring Party both (a) closing on such purchase and taking a deed to such property and (b) receiving such payment from the Contributing Party, the Acquiring Party shall record a deed transferring to the Contributing Party an undivided ownership interest in the property such that (i) unless otherwise agreed, Metro's ownership interest in the property shall be in proportion to the amount of Metro's contribution in relation to the purchase price of the property, and (ii) the City receives the balance of the ownership interest in the property. Such deed from the Acquiring Party to the Contributing Party shall be subject to all existing



covenants and restrictions that encumber the property. When the Contributing Party's share of funds used for acquisition of a property is solely from the Metro Natural Areas Bond Measure then, at the Acquiring Party's sole discretion, such deed may also be subject to a condition that the Contributing Party use such property only for open space and agree to maintain the property in its natural state in perpetuity and, if the Contributing Party fails to maintain the property in its natural state, that the Acquiring Party may reenter and terminate the estate conveyed by such deed. The Acquiring Party shall list the Contributing Party as co-client on third-party due diligence contracts regarding the property, including environmental and appraisal contracts, entered into by the Acquiring Party after the date that the Contributing Party has informed the Acquiring Party in writing that the Contributing Party will contribute toward the purchase price of the property. Metro will not grant the City a natural area management easement as to said property.

**8.3 Trail Easements.** Whenever Metro seeks to acquire fee title to, or an easement over, real property located in one of Metro's target areas within the City, for the primary purpose of permitting the construction of a bicycle, pedestrian, or bicycle and pedestrian trail across such property, Metro may, at Metro's sole discretion and only after obtaining the City's prior written consent, provide for fee title to be transferred to the City or, in the case of an easement, for the City to be named as the grantee. Metro shall follow the process described in Sections 1.3 and 1.4 of this Agreement to request the City's written consent for such a transfer or, in the case of an easement, grant to the City. Unless otherwise agreed by the parties during the course of an individual easement acquisition, Metro shall pay all costs of acquisition and due diligence, including relocation payments, if any, required to be paid to any persons as a result of the acquisition of such easement. Metro shall list the City as co-client on third-party due diligence contracts regarding the property, including environmental and appraisal contracts, entered into by Metro after the date that the City has informed Metro in writing that the City consents to take title to the property, or to be named as grantee of an easement. Provided that the City Parks Director has provided the City's consent as described in this section, the City shall accept such easement in substantially the form of the trail easement attached as Exhibit E to this Agreement or the trail and greenway easement attached as Exhibit F to this Agreement. Any substantial amendments to such easement forms shall be subject to approval by the City Parks Director.

**8.4 Other Mechanisms.** In addition to mechanisms provided for in Sections 8.1 through 8.3 of this Agreement, the City Parks Director and the Metro Sustainability Center Director, or the designees of such persons, are authorized to use mutually acceptable mechanisms to transfer property rights or management responsibilities consistent with the intent of this Agreement, with said mechanisms to include, but not be limited to, assignment of purchase contracts prior to closing or assignment of an undivided interest as a tenant in common after closing.

**9. Term.** This Agreement shall continue in effect unless modified or terminated as provided herein.

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**10. Termination.**

- 9.1 **Joint Termination for Convenience.** Metro and the City may, by written agreement signed by both parties, jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective as provided in such termination agreement.
- 9.2 **Termination for Cause.** Either party may terminate this Agreement in full, or in part, at any time if that party (the "terminating party") has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the "defaulting party"). The terminating party shall promptly notify the defaulting party in writing of that determination and document such default as outlined herein. The defaulting party shall have thirty (30) days to cure the default described by the terminating party. If the defaulting party fails to cure the default within such thirty (30) day period, then this Agreement shall terminate ten (10) days following the expiration of such thirty (30) day period.
- 9.3 **Termination of Natural Area Management Easements.** The Parties will execute, and either of the Parties may record, a Release and Quitclaim of Easement as to any of the Properties affected by any termination proceedings pursuant to either Section 9.1 or 9.2 of this Agreement.

**11. Mutual Indemnification.** The City shall indemnify and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the City or the City's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution. Metro shall indemnify and hold the City and the City's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution.

**12. Records.** At the time Metro transfers management responsibility for any property to the City, Metro will provide the City with copies of records related to the property that are not already in the City's possession, including title records, surveys, stabilization plans, and resource inventories.

**13. Oregon Constitution and Tax Exempt Bond Covenants.** The source of funds for the acquisition of Properties is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would jeopardize the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional

property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event the City breaches this covenant, the City shall undertake whatever actions are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof. In such an event, Metro shall work cooperatively with the City to address such breach.

**14. Laws of Oregon; Public Contracts.** The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement.

**15. Assignment.** Neither party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except that a party may delegate or subcontract for performance of any of its responsibilities under this Agreement.

**16. Notices.** All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by both (1) electronic mail or fax, and (2) regular mail. Notices shall be deemed delivered on the date personally delivered or the date of such electronic or fax correspondence, unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Friday, in which case such notice shall be deemed delivered on the next following weekday that is not a holiday.

To Metro: Director, Metro Sustainability Center  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

**With Copy To:** Office of Metro Attorney

To City: Director, Portland Bureau of Parks and Recreation  
City of Portland  
1120 SW 5<sup>th</sup> Avenue, Suite 1302  
Portland, OR 97204-1933

**With Copy To:** Bond Measure Program Manager

**17. Severability.** If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

**18. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the Properties. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth below.

**CITY OF PORTLAND**

  
Nick Fish, Commissioner  
Portland Bureau of Parks and Recreation

Date: 8-26-09

**METRO**

  
Michael Jordan, Chief Operating Officer

Date: 10/27/09

**Exhibits:**

- Exhibit A – List of Metro Properties That City Currently Manages
- Exhibit B – Form of Request to Accept Property Management Responsibility
- Exhibit C – Metro Funding Recognition Policy
- Exhibit D – Form of Metro to City Management and Restoration Easement
- Exhibit E – Form of Trail Easement
- Exhibit F – Form of Trail and Greenway Easement

M:\attorney\confidential\16 Bond\Meas.2006\09 Management IGAs\02 Portland\Metro-COP IGA 062309 final.doc

APPROVED AS TO FORM  
  
CITY ATTORNEY

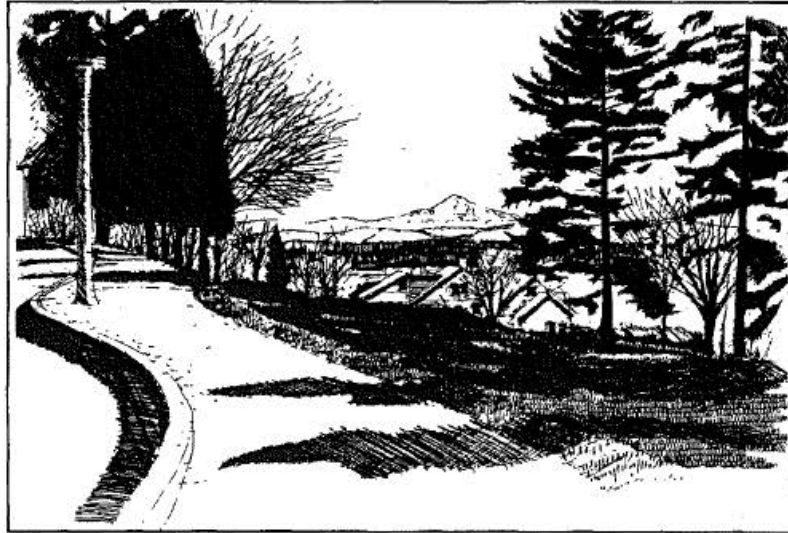


Exhibit A  
Properties To Be Managed By The City of Portland

Metro Target Area	Metro File #	Metro File Name	Closing Date	Acres	FaLotID*	RNO ID*	% City Ownership	% Metro Ownership
Tryon Creek	14.001	Lindstrom	10/3/1995	0.12	1S1E32BC -07800	R894610880	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.11	1S1E32BC -07900	R894610850	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.08	1S1E32BC -08000	R894610860	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.08	1S1E32BC -08100	R894610870	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.34	1S1E32BC -08200	R894610870	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.57	1S1E32BC -08300	R894610460	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	0.34	1S1E28BC -01100	R991280430	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	0.49	1S1E28BC -01200	R991280390	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	6.32	1S1E28BC -01300	R032001240	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	0.23	1S1E28BC -01800	R236500710	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	0.61	1S1E28BC -01900	R236500670	0	100
Tryon Creek	14.002	Tree Products/ Balmer/ Foley	7/16/1996	1.59	1S1E28BC -02300	R236500940	0	100
Tryon Creek	14.004	Jensen	7/25/1996	2.28	1S1E28BD -04500	R534001500	50	50
Tryon Creek	14.005	Victory Fellowship	10/7/1996	0.17	1S1E32BB -03500	R894609830	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BA -12300	R894608900	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.17	1S1E32BA -12500	R894608960	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -02900	R894608950	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -03000	R894608960	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -03200	R894608770	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.09	1S1E32BB -04000	R894608720	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -04200	R894608760	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.11	1S1E32BB -04300	R894608750	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.52	1S1E32BD -05500	R894610310	0	100
Tryon Creek	14.007	Pollack and Carpenter	6/17/1997	0.46	1S1E32BD -05600	R894610270	0	100
Tryon Creek	14.009	Portland Public Schools	4/2/1999	9.03	1S1E28DD -03100	R134900010	0	100
Tryon Creek	14.001	Lindstrom	10/3/1995	0.11	1S1E32BA -11700	R894606250	0	100
Willamette River GW	20.004	TPL (Marquam Woods)	6/12/1996	14.19	1S1E18 -00100	R991180910	10	90
Willamette River GW	20.004	TPL (Marquam Woods)	6/12/1996	0.88	1S1E16AA -00500	R669104790	10	90
Willamette River GW	20.004	TPL (Marquam Woods)	6/12/1996	0.90	1S1E16AA -00600	R669104810	10	90
Willamette River GW	20.004	TPL (Marquam Woods)	6/12/1996	0.69	1S1E16AA -00700	R669106280	10	90
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.61	1S1E22A -01000	R991220510	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	5.12	1S1E22DA -00100	R991220570	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.67	1S1E22DD -01000	R752721590	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.11	1S1E11BB -05400	R821300260	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.22	1S1E11BC -07500	R865200560	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.36	1S1E11BC -07800	R865200350	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	2.63	1S1E11BC -07800	R991110750	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.35	1S1E11BC -07900	R991111630	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.17	1S1E11CB -08600	R526400670	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.09	1S1E11CB -08700	R710100290	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.08	1S1E11CB -08800	R710100390	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.16	1S1E11CB -08900	R706900710	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	2.94	1S1E11CB -09000	R706900010	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	1.27	1S1E11CB -09100	R710100010	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.45	1S1E11CB -09200	R926400720	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	0.59	1S1E11CB -09300	R926400670	0	100
Willamette River GW	24.001	PGE/Enron	5/1/1998	7.14	1S1E11CC -01000	R706900150	0	100

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Attachment 3: Land Deeds for City of Portland Terwilliger Parkway



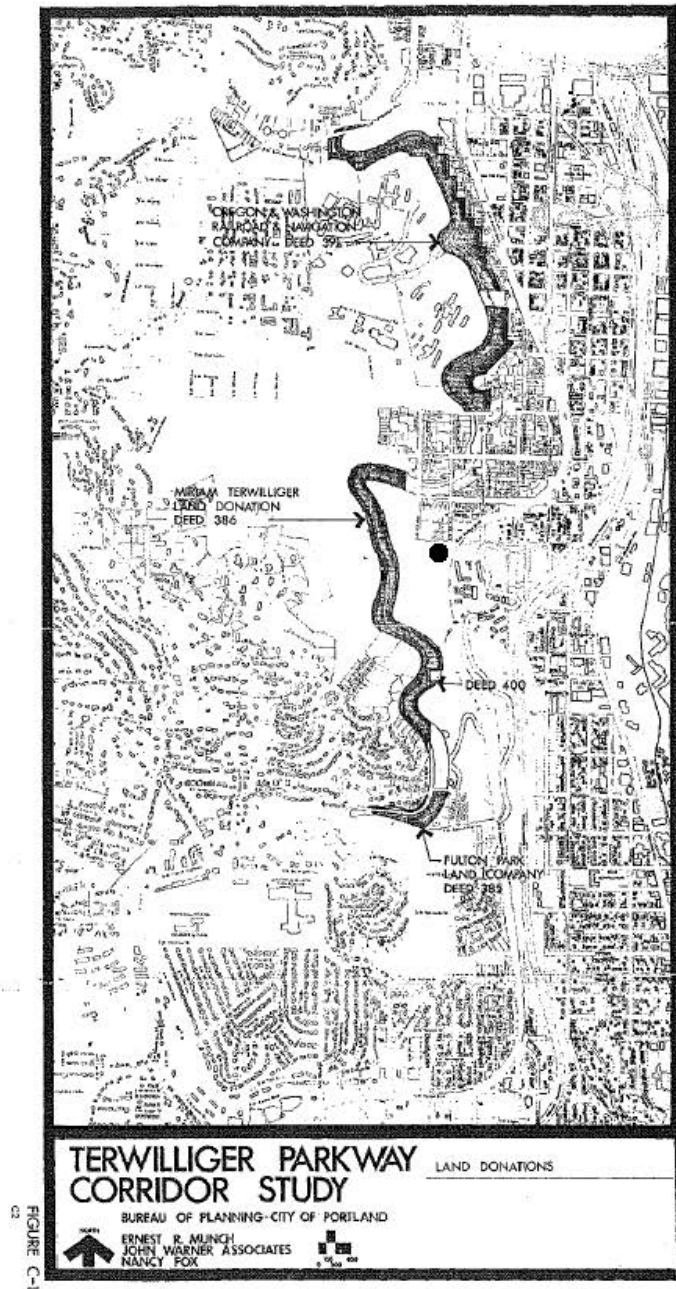
# TERWILLIGER PARKWAY CORRIDOR PLAN



ADOPTED BY CITY COUNCIL  
OCTOBER, 1983

Tri-County Metropolitan Transportation District of Oregon • 503-238-RIDE • TTY 503-238-5811 • trimet.org





Black Dot  
shows location  
of parcel SWC  
project will affect.

## APPENDIX C

DEEDS OF GIFT

The City of Portland received much of the right-of-way for Terwilliger Boulevard in the form of three large gifts of land. In 1910, the Fulton Park Land Company gave 3.7 acres (Deed #385). In 1911, the heirs of James Terwilliger gave 19.24 acres (Deed #386). In 1912, the Oregon Railway and Navigation Company gave 41.2 acres (Deed #391). The three deeds of gift, shown in Map C-1, contain provisions which continue to restrict the ways in which the City can improve and use the property. The deeds state that the property is conveyed to the City "as and for a public boulevard and parkway for the benefit and use of the public." The key conditions follow:

1. The two hundred (200) foot strip of land above described shall be forever used as a Boulevard and Parkway by the City of Portland, and upon any abandonment or non-use of said strip of land, or any part thereof, for said purpose, the said strip of land or part so abandoned shall immediately revert to the grantor, its successors or assigns, and the failure to up-keep the same, or the closing thereof for an unreasonable length of time for any other than necessary purposes, shall be deemed abandonment and or non-use, and said abandonment and or non-use may be proved by any competent evidence.
2. That the grantor, its successors and assigns, as the owner of any adjacent land, shall have the right to use said Boulevard and Parkway as a highway for domestic purposes, for the transfer of building materials and graders outfits, and for grading and improvement purposes. That said grantor, its successors and assigns, shall have access to and the right to cross the same where necessary to reach its abutting lands on either side, by roadways on easy grades, which grades are to be established by the City of Portland, within the marginal lines of said Boulevard and Parkway, and such roadways crossing said Boulevard and Parkway, shall be constructed and maintained by the City of Portland, or its Park Board, within the marginal lines of said Boulevard and Parkway without expense to the grantor herein.
3. It is understood that the foregoing grant is conditioned upon the fact that the land conveyed is to form an integral part of the contemplated Park and Boulevard System of the City of Portland, as surveyed and located, beginning at the South end of the Park Block in the City of Portland and extending to a point in the Slavin Road, beside Fulton Park in said City.

The Fulton Park Land Company also promised not to build on land within 25 feet of the uphill property line of the slope.

C1



## Attachment 4: ODOT Deed restricting access to Parcel 1S1E16AA 400

RIGHT OF WAY  
File No.  
RW 24650 File No. 32735

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That the City of Portland, a municipal corporation of the State of Oregon, hereinafter called "City", Grantor, for the consideration of the sum of One and No/100 Dollar (\$1.00) to it paid, has bargained and sold, and by these presents does bargain, sell and convey unto the State of Oregon, by and through its State Highway Commission, Grantee, the following described premises, for highway purposes only, to wit:

Parcel No. 1  
A parcel of land lying in Block 15, Portland Homestead in the City of Portland, Multnomah County, Oregon, and being a portion of that property described in that certain deed to City of Portland, recorded in Book 199, Page 91 of Multnomah County Record of Deeds; the said parcel being that portion of said property lying Southeasterly of a line which is parallel to and 5 feet Northwesterly of the Northwesterly right of way line of the existing Pacific Highway West (S. W. Barbur Boulevard).

The parcel of land to which this description applies contains 420 square feet, more or less.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the parcel 1 herein described and all of the Grantor's remaining real property.

TO HAVE AND TO HOLD the said premises with their appurtenances, for highway purposes only, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

As a further part of the consideration hereinabove stated the City, as Owner of the following described real property located in Multnomah County, Oregon, to wit:

Parcel No. 2  
All of the South 130 feet of Lot 3 in Block 15, except old railroad right of way, in Portland Homestead, and including the 10 foot strip heretofore vacated from Fourth Street on the West side of said property, being designated and described as Tract No. 73 in Ordinance No. 63536 of said City of Portland, EXCEPTING therefrom that portion lying within the right of way of S. W. Barbur Boulevard.

Parcel No. 3  
That portion of Lot 2, Block 15, Portland Homestead lying Southerly of S. W. Barbur Boulevard,

has bargained, sold and conveyed, and waived, released and relinquished, and by these presents does bargain, sell, convey, and waive, release and relinquish unto the State of Oregon, by and through its State Highway Commission, all easements of access and rights of access and all rights in the nature of rights of access which have accrued, or may hereafter accrue, from and between said Parcels 2 and 3 hereinabove described and the Pacific Highway West (S. W. Barbur Boulevard) with the intent that all existing, or subsequently accruing easements of access or rights of access to said public way are hereby conveyed to and vested in the State of Oregon, by and through its

Approved as to  
form and legality  
*[Signature]*

DOCUMENT NO. 16734  
4-27-63 *[Signature]* of  
BOOK OF deeds NO. 2465 PAGE 116

FILE COPY

P. 2, B.&S. Deed File No. 32735

State Highway Commission.

TO HAVE AND TO HOLD the said easements of access or rights of access, or rights in the nature of rights of access unto the State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

It is expressly intended that the covenants, burdens and restrictions herein shall run with the land and shall forever bind the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the City of Portland has by Ordinance No. 116316, passed by its Council on January 30, 1963, authorized the execution of this instrument by its Mayor and Auditor, and its corporate seal to be hereto affixed, this 21st day of February, 1963.

CITY OF PORTLAND

By /s/ Terry D. Schrunk  
Mayor

By /s/ Ray Smith  
Auditor

(SEAL)

STATE OF OREGON, }  
County of Multnomah } ss.

On this 21st day of February, 1963, personally appeared \_\_\_\_\_  
Terry D. Schrunk and Ray Smith,  
who being first duly and severally sworn, did say that he, the said \_\_\_\_\_  
Terry D. Schrunk, is the Mayor of the City of Portland, and  
that he, the said Ray Smith, is the Auditor  
of the City of Portland, a municipal corporation, and that the seal affixed to the  
foregoing instrument is the corporate seal of said City and that said instrument was  
signed and sealed in behalf of said municipal corporation by authority of Ordinance  
No. 116316, passed by the Council of said City on January 30, 1963,  
and they each acknowledged said instrument to be the voluntary act and deed of said  
City of Portland.

Before Me:

(SEAL) /s/ Robert C. Hyle  
Notary Public for Oregon

My commission expires: May 9, 1966

ro/aw

**Attachment 5: Resolution 20681 of City of Portland expanding Barbur Boulevard onto parcel 1S1E16AA 400**

**RESOLUTION NO. 20681**

WHEREAS, all appeals that were taken to the Circuit Court of the State of Oregon for Multnomah County, from the award of damages made by Ordinance No. 65556 for the widening of Fourth Street Extension and laying out a new street, as particularly described in said ordinance, have been disposed of and judgments entered therein and certified copies of said judgments have been filed with the City Auditor, and the money for paying all damages allowed by said ordinance, as modified by the judgments on appeal, is in the hands of the City Treasurer ready for payment to all persons entitled thereto who have not heretofore received payment, and it has become the duty of the Auditor to draw warrants in favor of each and all persons so entitled who have not been heretofore paid, and thus all property required for said widening and new street in accordance with said ordinance, including certain slope rights and easements in addition to property actually taken, has been acquired, all of which are shown upon the map attached to the Engineer's report which was adopted by said ordinance; now, therefore, be it

RESOLVED by the Council of the City of Portland, Oregon, that said widening of said Fourth Street Extension and a new street as shown in said Engineer's report and Ordinance No. 65556, is hereby declared to have been opened, laid out and established together with said easements and other rights, and the City Engineer shall within ninety days from the date hereof file for record with the County Clerk of Multnomah County, Oregon, a copy of this resolution and an accurate plat of said streets showing the widened condition thereof, the property appropriated thereby and the sloping easements and other rights acquired in connection therewith; that the City Engineer on such map designate said street area by the official names heretofore adopted therefor, to wit, Southwest Barbur Boulevard and Southwest Bertha Boulevard, and it is hereby provided that this resolution shall supersede and repeal Resolution No. 20540 heretofore adopted for a portion of said street area, but neither this resolution nor the filing of said map marks a completion of the proceedings under the Portland charter amendment adopted November 3, 1961 concerning Fourth Street Extension, inasmuch as certain grade changes are to be made and certain small pieces of property not heretofore obtained are to be acquired.

Adopted by the Council JUN -1 1933

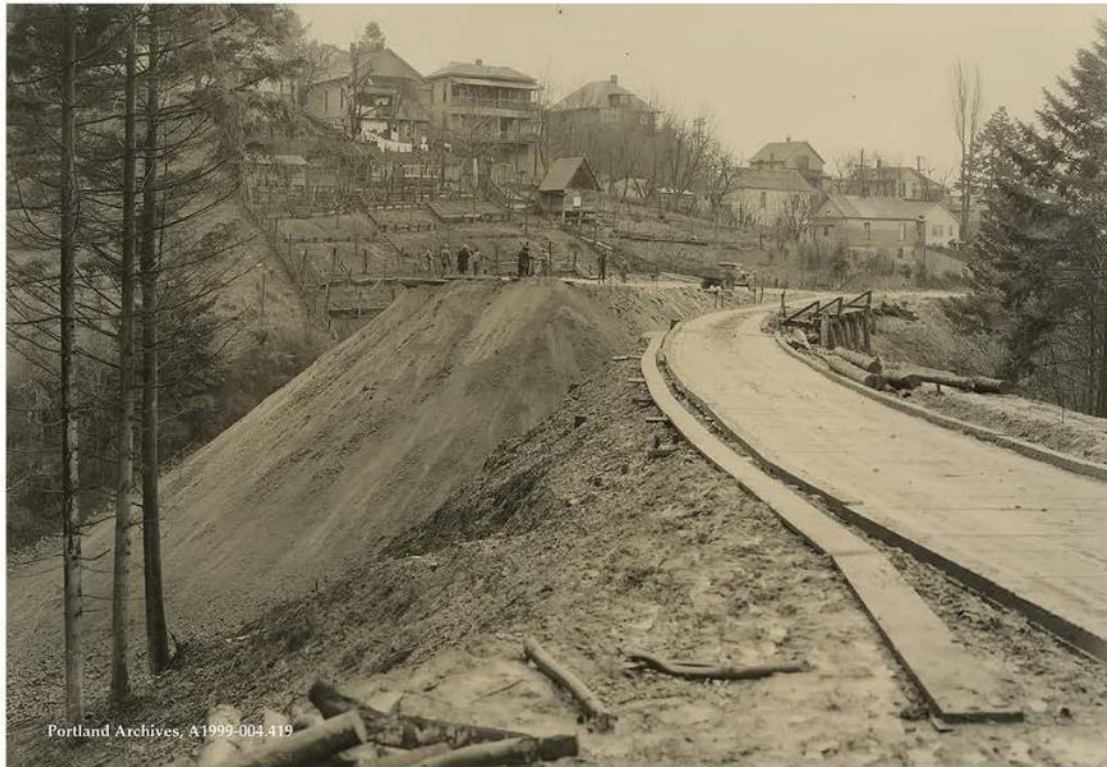
655-56

RECORDED-APPROVED  
CITY AUDITOR

*L. E. Burdick*  
Auditor of the City of Portland  
BY **L. E. BURDICK**  
Deputy



Attachment 6: Historical Photo of City constructing Barbur Boulevard while men stand on Parcel 1S1E16AA 400



Tri-County Metropolitan Transportation District of Oregon • 503-238-RIDE • TTY 503-238-5811 • trimet.org



Attachment 7: Historical Photograph of Barbur Boulevard with car parked on Parcel 1S1E16AA 400 prior to access restrictions imposed in deed to State Highway Department



Tri-County Metropolitan Transportation District of Oregon • 503-238-RIDE • TTY 503-238-5811 • trimet.org

## ATTACHMENT N2

**From:** Ostby, Susan D [[mailto:susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)]

**Sent:** Thursday, June 25, 2020 5:57 AM

**To:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>

**Subject:** Re: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

**CAUTION:** This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Mark,

Thank you for your patience and the additional documents.

Our determination is that parcel 1S1E16AA-00400 (the triangle-shaped property) is *correctly not included* in the LWCF encumbrance boundary. Therefore, work in this area will not cause a conversion of use from outdoor recreation under the LWCF Act. No further coordination is required for this project in relation to the aforementioned parcel.

As noted in your 5/28/2020 email, the Gilbert property is under LWCF encumbrance and I understand the intention is to avoid impacts to this property. I will wait to make a determination for this property until I review the final EIS.

Thank you,  
Susan

Su

Susan Ostby, CPRP  
Outdoor Recreation Planner  
State and Local Assistance Programs  
National Park Service  
Interior Region 3, 4, 5  
601 Riverfront Drive  
Omaha, Nebraska 68102  
402-661-1546

*I am currently working from home. During this time the best way to contact me is by e-mail. If necessary, we can schedule a time to call. As we all transition to this new work dynamic, please be aware that work schedules may vary, internet speed/access is being effected, and communication may be delayed.*

---

**From:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>

**Sent:** Thursday, June 18, 2020 3:41 PM

**To:** Ostby, Susan D <[susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)>

**Subject:** RE: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Susan,

Just checking in on this item. Have you had a chance to look at this as yet?

Thanks,

---

**Mark A. Assam, AICP**

U.S. Department of Transportation  
Federal Transit Administration, Region X

---

**From:** Assam, Mark (FTA)  
**Sent:** Thursday, May 28, 2020 7:33 PM  
**To:** Ostby, Susan D <[susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)>  
**Cc:** Unsworth, David <[UnsworD@trimet.org](mailto:UnsworD@trimet.org)>; Chris Ford <[Chris.Ford@oregonmetro.gov](mailto:Chris.Ford@oregonmetro.gov)>; Kim Marcotte <[kmarcotte@anchoragea.com](mailto:kmarcotte@anchoragea.com)>  
**Subject:** RE: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Susan,

I shared your e-mail below with the project team. Here is some additional information about the two properties you requested:

1. Gilbert property –The Draft EIS (excerpt attached) notes that it is a 6(f) property. It has since been confirmed that the property can be avoided, which will be updated in the Final EIS. Please let us know if you have any other questions related to this property.
2. Property 1S1E16AA-00400 (“triangle property”) – The following figures in the attached memo have been updated as noted below.
  - a. Figure 1: Map of Marquam Nature Park Parcel Acquisitions with LWCF Grant (page 4 of PDF) – The property is outside this figure and is therefore, not shown.
  - b. Figure 2: Parcel 1S1E16AA 400 and Terwilliger Parkway (Page 5 of PDF) – The property is indicated by a check mark.
  - c. No title – Map on Page 8 of PDF. The property is indicated with a dot.
  - d. No title – Terwilliger Parkway Corridor Study Map on Page 22 of PDF. The property is indicated with a dot.

Once you have looked over this, please let me know if you have additional questions.

Thanks,

---

**Mark A. Assam, AICP**

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---

**From:** Ostby, Susan D [[mailto:susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)]  
**Sent:** Tuesday, May 12, 2020 6:52 AM  
**To:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>  
**Subject:** Re: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Mark,

My email said this bounced back due to file size, so I am re-sending. Apologies for duplicate emails.

In the Parametrix 3/19/2018 Gilbert Parcel Letter, the author says the Gilbert parcel was donated and the \$5,500 value was used as match for the LWCF grant. If this is correct, this means the parcel was/should have been included in the boundary contrary to Parametrix's comment that it was not intended to be park or parkway. I do not have access to the hard copy files, but am checking with the state on what they show was used for the grant match. Will there be any impacts to the Gilbert property?



Regarding parcel 1S1E16AA-00400, can I get a couple of additional maps? One that depicts the parcel on the Terwilliger Parkway Corridor Study map provided via the 1/3/2020 Stewart memo as well as one that depicts the parcel on any/all applicable maps found in the attachment to this email. It may just be applicable to the topo map showing the proposed property acquisition and proposed trail.

The documentation provided regarding parcel 1S1E16AA-00400 presents a pretty clear case for the parcel not being included in the LWCF boundary, I think the requested maps will help finalize our determination.

Thank you,  
Susan

Susan Ostby, CPRP  
Outdoor Recreation Planner  
State and Local Assistance Programs  
National Park Service  
Interior Region 3, 4, 5  
601 Riverfront Drive  
Omaha, Nebraska 68102  
402-661-1546

*I am currently working from home. During this time the best way to contact me is by e-mail. If necessary, we can schedule a time to call. As we all transition to this new work dynamic, please be aware that work schedules may vary, internet speed/access is being effected, and communication may be delayed.*

---

**From:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>  
**Sent:** Monday, May 11, 2020 7:39 PM  
**To:** Ostby, Susan D <[susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)>  
**Subject:** RE: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Susan,

Thanks for the update. The invitation still stands if a conference call/Webex meeting would be helpful to you.

Thanks,

---

**Mark A. Assam, AICP**  
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---

**From:** Ostby, Susan D [[mailto:susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)]  
**Sent:** Monday, May 11, 2020 2:15 PM  
**To:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>  
**Subject:** Re: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Mark,  
Thanks for the nudge, I'm getting back into this. Hoping to make some progress on it this week.  
-Susan



Susan Ostby, CPRP  
Outdoor Recreation Planner  
State and Local Assistance Programs  
National Park Service  
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**From:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>  
**Sent:** Thursday, May 7, 2020 3:08 PM  
**To:** Ostby, Susan D <[susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)>  
**Subject:** RE: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Susan,

Just checking in on this issue. Have you been able to work on this? Please let me know if I can help in any way.

Thanks,

---

**Mark A. Assam, AICP**  
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---

**From:** Assam, Mark (FTA)  
**Sent:** Tuesday, April 7, 2020 10:00 AM  
**To:** Ostby, Susan D <[susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)>  
**Subject:** RE: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Susan,

Thanks for the update.

Thanks,

---

**Mark A. Assam, AICP**  
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---

**From:** Ostby, Susan D [[mailto:susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)]  
**Sent:** Tuesday, April 7, 2020 9:39 AM

**To:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>

**Subject:** Re: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Mark,

Just dropping a line to let you know I'm still working on this. Had initial conversations with ORPD and our LWCF compliance lead. Will have another round this week and get back to you probably next week. Hoping we can get this resolved soon.

Thank you,

Susan

Susan Ostby, CPRP

Outdoor Recreation Planner

State and Local Assistance Programs

National Park Service

Interior Region 3, 4, 5

601 Riverfront Drive

Omaha, Nebraska 68102

402-661-1546

*I am currently working from home. During this time the best way to contact me is by e-mail. If necessary, we can schedule a time to call. As we all transition to this new work dynamic, please be aware that work schedules may vary, internet speed/access is being effected, and communication may be delayed.*

---

**From:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>

**Sent:** Wednesday, April 1, 2020 10:37 AM

**To:** Ostby, Susan D <[susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)>

**Subject:** RE: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Susan,

Thanks for letting me know I am on your list. If it would be helpful to schedule a conference call/Webex meeting to move this along, I would be happy to do that.

Thanks,

---

**Mark A. Assam, AICP**

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**From:** Ostby, Susan D [[mailto:susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)]

**Sent:** Wednesday, April 1, 2020 6:48 AM

**To:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>

**Subject:** Re: [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Mark,

Its already been a week since you bumped me - I'm sorry its taking so long to respond.

I have your issue pinned to the top of my email list, its on my radar.

Appreciate your patience.

Thank you,  
Susan

Susan Ostby, CPRP  
Outdoor Recreation Planner  
State and Local Assistance Programs  
National Park Service  
Interior Region 3, 4, 5  
601 Riverfront Drive  
Omaha, Nebraska 68102  
402-661-1546

*I am currently working from home. During this time the best way to contact me is by e-mail. If necessary, we can schedule a time to call. As we all transition to this new work dynamic, please be aware that work schedules may vary, internet speed/access is being effected, and communication may be delayed.*

---

**From:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>  
**Sent:** Tuesday, March 24, 2020 6:37 PM  
**To:** Ostby, Susan D <[susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)>  
**Cc:** Unsworth, David <[UnsworD@trimet.org](mailto:UnsworD@trimet.org)>; Chris Ford <[Chris.Ford@oregonmetro.gov](mailto:Chris.Ford@oregonmetro.gov)>; Kim Marcotte <[kmarcotte@anchoragea.com](mailto:kmarcotte@anchoragea.com)>  
**Subject:** [EXTERNAL] RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Susan,

I trust you are teleworking and staying healthy. I wanted to check back in with you on this project. Have you had a chance to dig into the documentation at all? If a phone conversation/Webex meeting would help facilitate things, I would be happy to set something up.

Thanks,

---

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**From:** Assam, Mark (FTA)  
**Sent:** Friday, February 21, 2020 5:14 PM  
**To:** Ostby, Susan D <[susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)>  
**Cc:** Unsworth, David <[UnsworD@trimet.org](mailto:UnsworD@trimet.org)>; Chris Ford <[Chris.Ford@oregonmetro.gov](mailto:Chris.Ford@oregonmetro.gov)>; Kim Marcotte <[kmarcotte@anchoragea.com](mailto:kmarcotte@anchoragea.com)>  
**Subject:** RE: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Susan,

I saw in a separate e-mail that you found the grant number.

I also checked in with the Project team (Metro and TriMet) regarding contact with Michele Scalise/Oregon Parks and Recreation Department (OPRD). One of the project managers on the Project team provided this chronology which may be helpful to you as you get up to speed:



We included OPRD in our prior 6(f) correspondence during preparation of the Draft EIS. OPRD has never responded to any of the Project team's correspondence directly, but Heather Ramsay appears to have successfully engaged Michele Scalise of OPRD. FTA also had at least one meeting that included Michele. See details below.

Metro, TriMet and FTA have copied Michele Scalise of OPRD on many emails related to the Southwest Corridor Light Rail Project but never received correspondence from her, directly or indirectly. Heather Ramsay did engage Michele several times during the preparation of the Draft EIS:

- In November 2016, Heather asked me to add Michele Scalise as the primary point of contact for this project on NPS' behalf, writing that, *"OPRD is our grantee and all other sub-grantees are passed through them. Stewardship responsibilities are also coordinated through them. Because of the federal nexus with this project, NPS will take a more direct role, but OPRD will remain our representative especially when interfacing with the city."* I assume she meant City of Portland.
- In October 2017, Heather asked why OPRD was not included as a participating agency on environmental review. I responded that, *"We have asked OPRD twice if they would like to be a participating agency, and have not received a reply. On 9/9/16, during EIS scoping, a letter was emailed to OPRD Director Lisa Sumption care of Jen Busey, and asked Michele via email (copied to FTA) on 11/30/16...OPRD is of course still welcome to participate, if they so indicate."* Heather acknowledged my response.
- In December 2017, Francis Eugenio, Regional Counsel for FTA Region X, met with Heather and Michele to discuss the process of making a final boundary map decision related to 6(f). Francis emailed afterward that OPRD needed, *"a summary of what properties with associated legal parcel maps were owned by the City and designated for park use at the time of the final NPS payment on December 4, 1981. Currently, it is unclear what properties the City actually owned and had designated as park land at the time of the final payment."* Francis then asked if we could get the City of Portland to prioritize getting this information to OPRD. That apparently happened, because...
- On March 19, 2018, FTA and Metro met with Heather again regarding the 6(f) boundary. Michele was invited but I don't have a record of her participating. Our meeting notes say, *"The purpose of the meeting was to fully understand the boundary of the 6(f) property in Terwilliger Parkway. The conclusion after the discussion was that the Project's Marquam Hill Connection Options are not part of the 6(f) boundary and would not be considered a conversion. Any Terwilliger Parkway sliver acquisitions south of the Marquam Connection Options that are required for the Project need to be investigated further. Specifically, the small .08 acre acquisition north of the Gilbert Property will need documentation about ownership if it is impacted."* Note: FTA's recent (2/18/20) correspondence with NPS relates to that small acquisition.
- In May 2018, we provided Heather with a draft Section 6(f) evaluation for the Draft EIS. She provided edits and stated that, *"I've coordinated with Michele at ORPD and she's on board with me [sic] suggested edits."*
- Michele was notified of the Draft EIS publication and the public review period, but we did not receive any comments from OPRD. We have not contacted NPS or OPRD since then.

Please let me know if you have additional questions, or if I can help further.

Thanks,

---

**Mark A. Assam, AICP**

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---

**From:** Ostby, Susan D [[mailto:susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)]

**Sent:** Tuesday, February 18, 2020 1:40 PM

**To:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>



**Cc:** Unsworth, David <[UnsworD@trimet.org](mailto:UnsworD@trimet.org)>; Chris Ford <[Chris.Ford@oregonmetro.gov](mailto:Chris.Ford@oregonmetro.gov)>; Kim Marcotte <[kmarcotte@anchoragea.com](mailto:kmarcotte@anchoragea.com)>

**Subject:** Re: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Mark,

It was good to speak with you as well.

I will look into this when I am able. Did Heather happen to mention any grant numbers (ex. 41-00023) in your correspondence with her? Having those would help me get started.

I meant to ask you on the phone whether you have been in contact with Michele Scalise at Oregon Parks and Recreation Department (OPRD)? OPRD administers LWCF for the state of Oregon and she may have information as well.

Thank you,  
Susan

Susan Ostby, CPRP  
Outdoor Recreation Planner  
State and Local Assistance Programs  
National Park Service  
Interior Region 3, 4, 5  
601 Riverfront Drive  
Omaha, Nebraska 68102  
402-661-1546

---

**From:** Assam, Mark (FTA) <[Mark.Assam@dot.gov](mailto:Mark.Assam@dot.gov)>

**Sent:** Tuesday, February 18, 2020 3:03 PM

**To:** Ostby, Susan D <[susan\\_ostby@nps.gov](mailto:susan_ostby@nps.gov)>

**Cc:** Unsworth, David <[UnsworD@trimet.org](mailto:UnsworD@trimet.org)>; Chris Ford <[Chris.Ford@oregonmetro.gov](mailto:Chris.Ford@oregonmetro.gov)>; Kim Marcotte <[kmarcotte@anchoragea.com](mailto:kmarcotte@anchoragea.com)>

**Subject:** [EXTERNAL] FW: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Hi Susan,

It was good to talk to you today. Here is the e-mail I just tried to send to Heather Ramsay (including attachments). I understand Heather is no longer with NPS and you will be taking over as our contact. As I mentioned on the phone, we would be more than happy to have a conference call/webinar to bring you up to speed on the project and the Section 6(f) coordination that has occurred to date. Once you have reviewed these materials, please let me know if you have questions.

Thanks,

---

**Mark A. Assam, AICP**

U.S. Department of Transportation

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---

**From:** Assam, Mark (FTA)

**Sent:** Tuesday, February 18, 2020 12:31 PM

**To:** Ramsay, Heather <[heather\\_ramsay@nps.gov](mailto:heather_ramsay@nps.gov)>

Cc: Unsworth, David <[UnswortD@trimet.org](mailto:UnswortD@trimet.org)>; Chris Ford <[Chris.Ford@oregonmetro.gov](mailto:Chris.Ford@oregonmetro.gov)>; Kim Marcotte <[kmarcotte@anchoragea.com](mailto:kmarcotte@anchoragea.com)>

Subject: Metro and TriMet - Southwest Corridor Light Rail Project - Section 6(f) Coordination

Dear Ms. Ramsay:

The purpose of this e-mail is to follow up with you on your request for additional information about Parcel 1S1E16AA-00400, in connection with the Southwest Corridor Light Rail Project. In prior e-mail correspondence, you had raised the potential that this property may be a Section 6(f) resource. The Southwest Corridor Project team has confirmed that it is not possible to avoid this parcel, and had documented it as a potential resource in the Draft Environmental Impact Statement (DEIS) (see attached excerpt from Appendix D of the DEIS).

Since the DEIS release in summer 2018, the Project team has determined that the parcel was purchased by the City of Portland in the 1930s as part of the Barbur Boulevard Highway Project. The purpose of the highway project was for widening and updates to the roadway (a Works Progress Administration project). Based on TriMet's research (see attached memo from Nick Stewart, dated 1-3-2020), the parcel appears to retain a restriction deed for highway access by the Oregon Department of Transportation, and further, TriMet has found no City of Portland records of it being transferred to Portland Parks.

In 1978, a Land and Water Conservation Fund (LWCF) grant was used to purchase five adjacent properties as part of the Marquam Nature Park. The adjacent parcels to the west were acquired in the 1990s, as part of a Metro regional bond measure for parkland acquisition, and although they currently provide connectivity between the triangular parcel and the Terwilliger Parkway, this parcel never appears to have been transferred to a park use. The triangular parcel was isolated from the Marquam Nature Park and Terwilliger Parkway in 1983 after the final LWCF grant payment and has no relevant connection to a trail.

TriMet reached out to the Portland Parks and Recreation planning manager to seek input on this research. Parks staff was unable to find anything related to this triangular parcel, which seems to support the TriMet research that this parcel is unaffiliated with the park.

We are now reaching out to you to see if you can help shed any light on why this parcel may be a Section 6(f) resource. We invite you to review the researched materials and share any pertinent files you may have related to this parcel.

Thank you for your assistance.

Sincerely,

---

**Mark A. Assam, AICP**

U.S. Department of Transportation  
Federal Transit Administration, Region X  
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