

AGREEMENT

**City of Portland Parks and Recreation
And
Multnomah County
Regarding Impacts to Powers Marine Park located in
Portland, Multnomah County, Oregon**

In Connection with the Proposed Sellwood Bridge Project, Portland, Oregon

STIP Key No. 13762

I. RECITALS:

1. Multnomah County (County) and the Oregon Department of Transportation propose to replace the Sellwood Bridge and reconfigure the present interchange area of Oregon Highway 43 at the west end of the Sellwood Bridge approach. This project is located in Portland, Multnomah County, Oregon (see project vicinity map in Attachment 1);
2. The City of Portland Parks and Recreation (City) and County agree that the Sellwood Bridge Project is in the public interest, and that the impacts to Powers Marine Park are being minimized through the implementation of appropriate mitigation measures, and
3. The parties acknowledge that due consideration for the performance of the mutual obligations imposed herein has been received and is satisfactory.

Now, therefore, the City and County agree that the Sellwood Bridge Project shall be implemented in accordance with the following stipulations relating to project impacts to Powers Marine Park.

II. PURPOSE

The purpose of this Agreement is to declare and memorialize agreement amongst all the signing parties that the actions set forth herein as part of the Sellwood Bridge Project will be performed by Multnomah County to offset impacts at Powers Marine Park resulting from the Sellwood Bridge Project.

III. BACKGROUND AND CURRENT USE

Powers Marine Park is a 13.07-acre linear park located in southwest Portland between Oregon Highway 43 and the Willamette River for approximately 0.85 mile. Powers Marine Park provides important natural resources and passive recreational opportunities. The park is highly valued as a natural area. The South Portland Riverbank Project (a partnership of City of Portland and community organizations) is actively engaged in restoring riverbank conditions and enhancing the banks of the Willamette River at the park.

IV. IMPACTS OF CONSTRUCTION

Approximately 1.02 acres of Powers Marine Park are needed to construct the Refined Preferred Alternative. The Refined Preferred Alternative will convert natural area parkland to transportation use to accommodate the installation and modification of vehicular and bicycle/pedestrian bridge ramps, roadway connections, modification of the interchange at Oregon Highway 43, and streetcar tracks. The Refined Preferred Alternative will also necessitate the replacement of existing parking spaces used by Powers Marine Park visitors.

VI. STIPULATIONS

The following actions have been agreed to by officials from the City and County in an effort to offset impacts to Powers Marine Park resulting from the proposed Sellwood Bridge Project. The following measures will be implemented when the affected portion of the project is constructed.

- A. The County will provide monetary compensation, at fair market value and in compliance with the Uniform Act, to the City for the 1.02 acres of Powers Marine Park land converted into transportation use for the Sellwood Bridge Project. These costs include the replacement parkland and reimbursement for City administrative costs (e.g., due diligence, site stabilization) associated with the purchase of additional natural area park land to ensure no net loss. It is a requirement of the NEPA review and approval process for the Project that there is no net loss of parklands because of the Project. The Parties will (as provided in Sub-section B) work together to acquire sufficient replacement land.
- B. The County will provide sufficient funds to the City as explained in this Sub-section B, to cover the cost to replace land to be converted to transportation use by the project to ensure no net loss of parkland. The City will dedicate towards the acquisition cost of the new parcel(s); all of the funds paid by the County to the City for the purchase of the 1.02 acres of Powers Marine Park. The County will be responsible for 100% of any additional funds reasonably necessary to cover the costs to acquire sufficient real property mutually agreed to by the Parties, to replace the 1.02 acre acquired for the Project; including any reasonable administrative costs incurred by the City in the acquisition of the replacement land.
- C. The County will work cooperatively with the City to design and implement fill removal, planting, and stream restoration in the area shown on Attachment 2 (incorporating streams #2 and #3, from the railroad tracks to the river) to provide an off-river habitat for juvenile salmonids. The cost of the project, including design, permitting, construction, monitoring and warranting the above work shall not exceed \$1,000,000. The County will be responsible for compliance with permit conditions imposed by regulatory agencies, including the City of Portland Bureau of Development Services. The City will assume management responsibility for the restored area after permit conditions are met.
- D. The County will design and implement, subject to the approval of the City of Portland Parks & Recreation, a parking and pedestrian access plan for Powers Marine Park to include the provision of a minimum of seven (7) vehicle parking spaces in the area shown on Attachment 3.

VII. IT IS SO AGREED: Once signed by all parties, this document commits Multnomah County and the City of Portland to perform the actions described above.

Zari Santner, Director
For City of Portland Parks and Recreation

Date

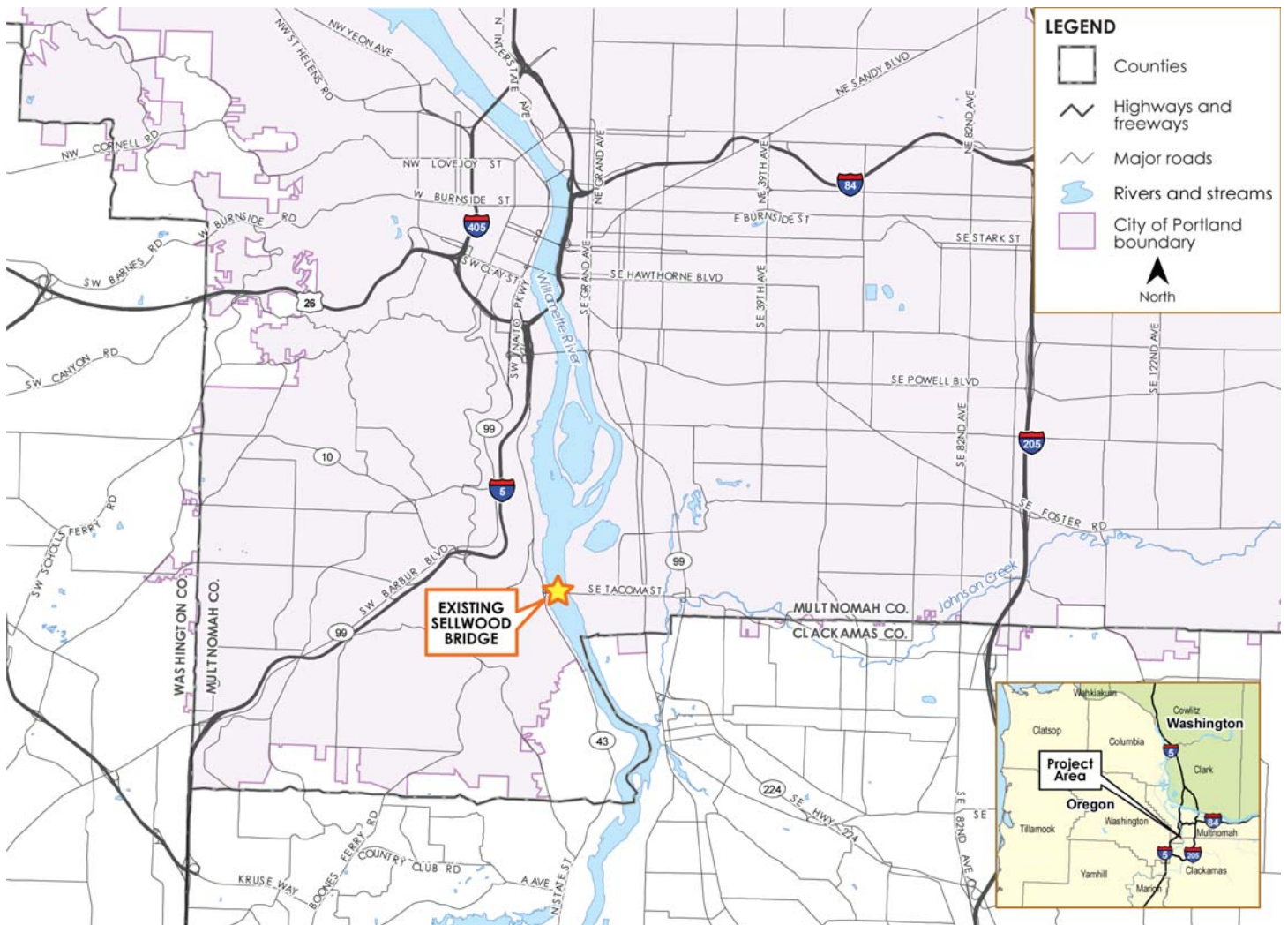
Jeff Cogen, Chair
For Multnomah County

Date

Attachments:

- 1) Sellwood Bridge Project vicinity maps
- 2) Stream restoration area map
- 3) Parking area map

Attachment 1



Attachment 1 Vicinity Map



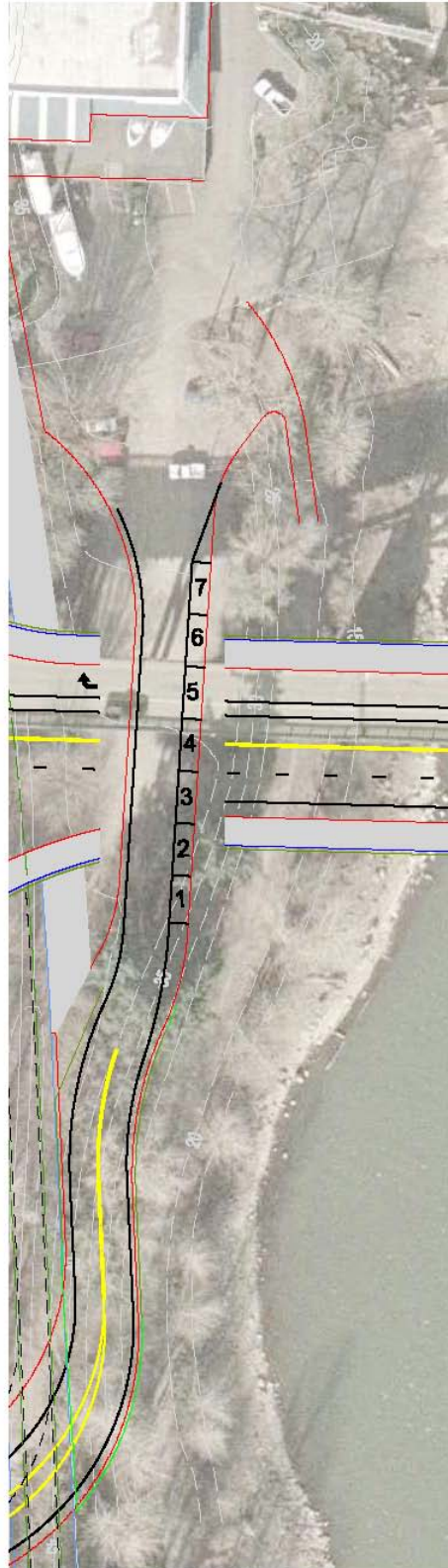
Attachment 1 Vicinity Map

Attachment 2



Attachment 2
POWERS MARINE PARK MITIGATION AREA

Attachment 3



**Attachment 3
POWERS MARINE PARKING AREA MAP**