

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING)	RESOLUTION NO. 01-3066
EASEMENTS AND RIGHT-OF-WAY FOR)	
PARK USE THROUGH METRO PROPERTY)	
EAST OF NORTHEAST 47 TH AVENUE, NEAR)	Introduced by Mike Burton,
THE COLUMBIA SLOUGH)	Executive Officer

WHEREAS, Metro and the City of Portland, Bureau of Environmental Services jointly own 13.8 acres of regionally significant natural area near the Columbia Slough; in the City of Portland, located at 7040 NE 47th Avenue, and purchased with Metro Open Spaces, Parks and Stream bond funds (the "Property"); and

WHEREAS, the City of Portland Department of Transportation is requesting a permanent stormwater retention and treatment easement, a temporary construction easement, and a road right-of-way over portions of the Property, as identified in Exhibit A; and

WHEREAS, the purpose of the easements and right-of-way is to install a vegetated stormwater retention swale through 274 linear feet of the Property and to remove a culvert and replace it with a bridge over the Columbia Slough; and

WHEREAS, the proposed stormwater retention swale will enhance water quality in the Columbia Slough, and installation of the bridge will provide overhead clearance sufficient for recreational paddle craft to access the Slough, consistent with Metro's Whitaker Ponds Concept Master Plan; and

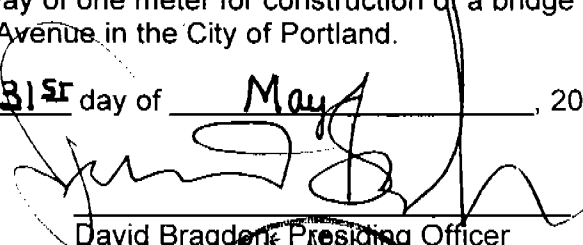
WHEREAS, the easements and right-of-way are therefore deemed necessary for park use; and

WHEREAS, the Metro Regional Parks and Greenspaces Advisory Committee met on April 3, 2001 and recommended approval of the proposed easements; now therefore,

BE IT RESOLVED,

That the Metro Council hereby authorizes the Executive Officer to grant the easements, identified in Exhibit B, to the City of Portland to install a stormwater retention vegetated swale and to dedicate a permanent right-of-way of one meter for construction of a bridge over the Columbia Slough, adjacent to NE 47th Avenue in the City of Portland.

ADOPTED by the Metro Council this 31ST day of May, 2001.

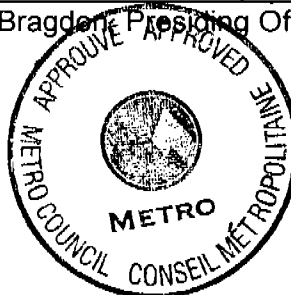


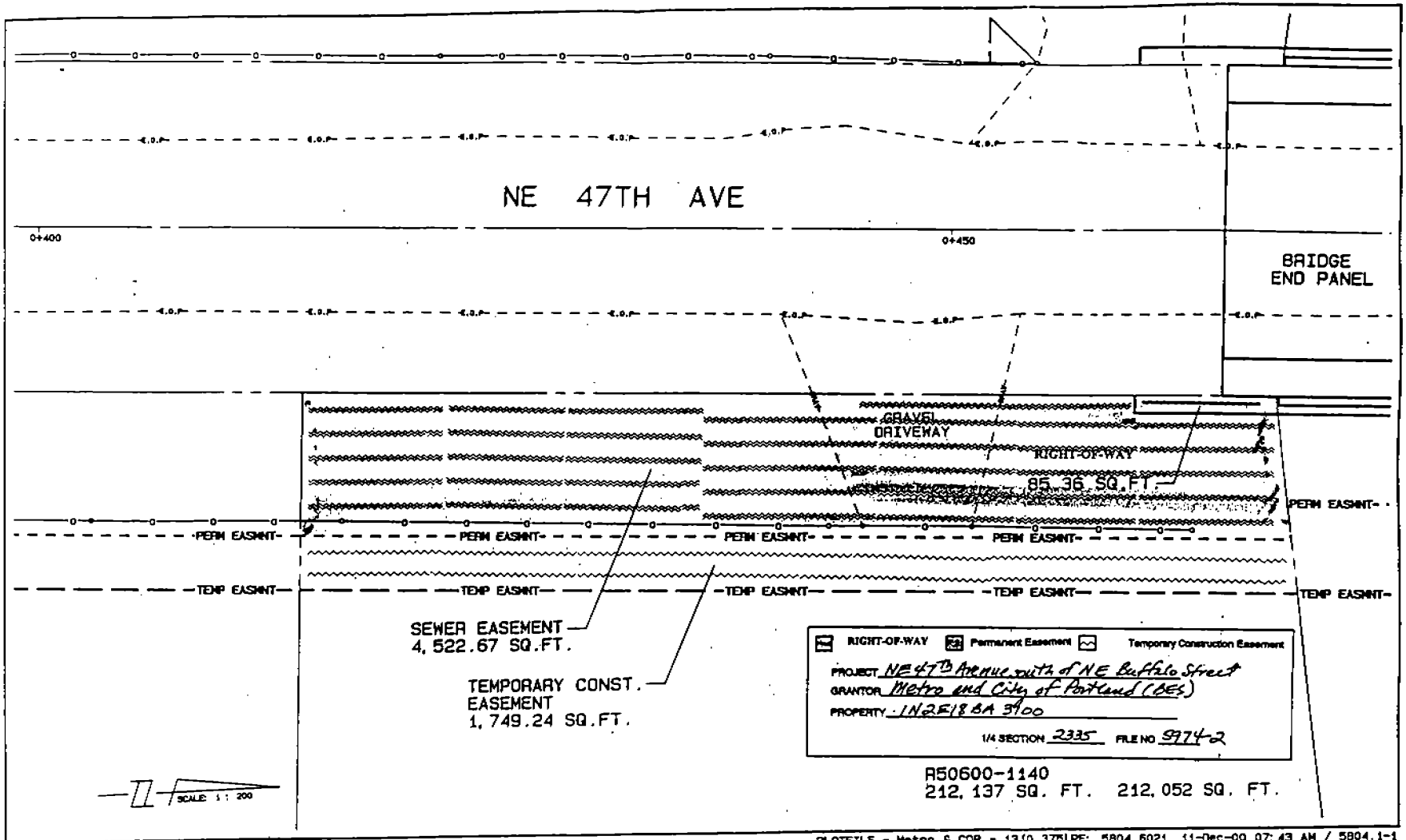
David Bragdon, Presiding Officer

Approved as to form:



Daniel B Cooper, General Counsel





NE 47TH AVE

BRIDGE
END PANEL

GRAVEL
DRIVEWAY

RIGHT-OF-WAY

85.36 SQ. FT.

SEWER EASEMENT
4,522.67 SQ. FT.

TEMPORARY CONST.
EASEMENT
1,749.24 SQ. FT.

	RIGHT-OF-WAY		Permanent Easement		Temporary Construction Easement
PROJECT <i>NE 47th Avenue south of NE Buffalo Street</i>					
GRANTOR <i>Metro and City of Portland (OES)</i>					
PROPERTY <i>IN 2E18 8A 5100</i>					
1/4 SECTION <i>2335</i> FILE NO <i>9774-2</i>					

R50600-1140
212,137 SQ. FT. 212,052 SQ. FT.



Exhibit A—Resolution
Storm Water Retention and
Treatment Facility Easement,
Temporary Construction
Easement &
Right-of-Way Easement

**STORM WATER RETENTION AND TREATMENT FACILITY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Metro, a municipal corporation and political subdivision of the State of Oregon (hereafter, "Grantor"), does hereby grant unto the City of Portland, a municipal corporation and political subdivision of the State of Oregon (hereafter, the "City"), subject to the easements and encumbrances of record, and subject to the terms and conditions hereafter provided, a permanent non-exclusive storm water retention and treatment facility easement (hereafter, the "Easement"), legally described on Exhibit A and depicted on Exhibit B attached hereto and by this reference incorporated herein, and a non-exclusive, two (2)-year, storm water retention and treatment facility construction access easement (hereafter, the "Construction Easement"), legally described on Exhibit A and depicted on Exhibit B attached hereto and by this reference incorporated herein.

Easement:

A. Rights: By this grant, the City shall receive an Easement in, upon and across Grantor's Property, to lay down, construct, operate, periodically inspect and perpetually maintain a storm sewer outfall and storm water retention and treatment system and all surface and subsurface appurtenances incident thereto (collectively, the "Facilities") within the Easement area, together with the associated and necessary rights of ingress and egress to and access on and along the Easement for pedestrians, vehicles and equipment.

B. Reservations: Grantor reserves the right to use a portion of the Easement for a driveway (hereafter, the "Driveway") as depicted on Exhibit B, and the right to locate other subsurface utilities within the Easement if said utilities may be installed without interference with the Facilities, upon 30 days' notice to the City. With the exception of the reserved rights set forth above, the City shall have exclusive rights to the surface and subsurface areas of the Easement. In the exercise of its reserved rights hereunder, Grantor shall not interfere, hinder or conflict with the City's rights herein, and shall immediately restore and/or repair any disturbance to the Facilities.

1N2E18BA

After Recording Return to:

106/800 Marcia S. Wilder

Tax Statement shall be sent to:

No Change

C. Responsibilities: Before undertaking any activity that will result in the disturbance of the surface of the Easement or otherwise create a hazardous condition, the City shall provide safety measures protecting the general public and/or natural area visitors from the City's activities. Except during the two (2)-year construction period set forth above, the City shall provide Grantor with notice of its activities prior to disturbing the surface of the Easement. Notwithstanding the above, emergency repair to the Facilities may be made without notice to Grantor. Upon the completion of the Facilities, the City shall repair any damage or disturbance to the Driveway caused by the exercise of the City's rights hereunder to Grantor's satisfaction, and restore the vegetated surface of the Easement to the agreed upon specifications attached as Exhibit C. As soon as practicable after any inspection, maintenance, repair, removal and reconstruction activities causing damage or disturbance to the surface of the Easement, the Easement area shall be restored and repaired as set forth above.

D. Duration: This Easement is granted on the express condition that the City use the Easement only for the purposes of locating and operating the Facilities. If the Easement is ever used for another purpose by the City, or if the Easement ever ceases to be used for said purposes, the Grantor may re-enter and terminate the Easement hereby granted. The Easement shall be otherwise perpetual in duration.

Construction Easement:

A. Rights: By this grant, the City receives a temporary Construction Easement upon and across the surface of Grantor's Property, situated in the County of Multnomah, State of Oregon, described in Exhibit A attached hereto, together with the rights of ingress and egress to and access on and along the Construction Easement for pedestrians, vehicles and equipment, to construct and install the Facilities within the Easement set forth above.

B. Reservations: Grantor reserves the right to unobstructed use of the Driveway, and all other rights to the use of the Construction Easement that are not inconsistent with the rights the City granted herein. Notwithstanding the above, in the exercise of its rights herein, Grantor shall construct no structures on the surface of the Construction Easement nor interfere, hinder or conflict with the City's rights herein.

C. Responsibilities: Before undertaking any activity that will result in the disturbance of the surface of the Construction Easement or otherwise create a hazardous condition, the City shall provide safety measures protecting the general public and/or natural area visitors from the City's activities. Upon the completion of the Facilities or on the expiration of two (2) years from the Effective Date hereinbelow, whichever occurs first, the City shall: repair any damage or disturbance to the surface of the Construction Easement caused by the exercise of the City's rights hereunder; restore the vegetated surface of the Easement to Grantor's specifications, including plant density and species, and shall restore or repair any improvements and paving damaged or disturbed by the City's activities on the Construction Easement, to Grantor's satisfaction.

D. Duration: This Construction Easement shall be effective for a period of two (2) years from the Effective Date. The City hereby agrees to execute and record a quit

claim deed on the second (2nd) year anniversary of the Effective Date, if requested by Grantor.

Indemnity: To the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, the City shall defend, indemnify, and save harmless Grantor, their officers, employees, and agents from and against any and all actual or alleged claims, demands, judgements, losses, damages, expenses, costs, expenses, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties, which may be imposed upon or claimed against Grantor and which, in whole or in part, directly or indirectly, arise from or are in any way connected with: (i) the act, omission or negligence of the City, their officers, directors, agents, employees, invitees, contractors or subcontractors; (ii) the construction, maintenance or operation of the Facilities in the Easement and Construction Easement by the City, whether or not due to the City's own act or omission and whether or not occurring on the Easement; and (iii) any breach, violation or nonperformance of any of the City's obligations under this Agreement.

Covenants: The City covenants and agrees that, in the conduct of any and all of its activities and operations hereunder, they will comply strictly with all present and future laws, rules and regulations of all federal, state, and local governmental bodies having jurisdiction over the construction, installation, operation and maintenance of the Facilities.

Grantor represents and warrants that this grant of Easement and Construction Easement does not violate any of the terms or conditions of any other agreement to which Grantor is a party, and that the grant of the Easement further does not require the consent or approval of any party other than Grantor.

Notice: Notice under this Easement and Construction Easement shall be in writing to address set forth below, and shall be deemed received on the third (3rd) day after deposit with the U.S. Mail, certified return receipt requested.

To: Charles Ciecko
Metro Parks and Greenspaces
600 NE Grand Ave.
Portland, Oregon 97232-2736

The terms, conditions and provisions of this grant shall extend to and be binding upon the successors and assigns of the Grantor and the City.

IN WITNESS WHEREOF, Grantor and City have executed this STORM WATER RETENTION AND TREATMENT FACILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT this _____ day of _____, 2001 (the "Effective Date").

GRANTOR: METRO

By: _____
Mike Burton, Executive Officer

CITY: CITY OF PORTLAND

By: _____
Its: _____

Attachments:

- Exhibit A Storm Water Retention and Treatment Facility Easement
- Exhibit B Storm Water Retention and Treatment Facility Easement and Temporary Construction Easement
- Exhibit C Agreed Upon Specifications of Restored Vegetated Surface of the Easement

Exhibit A
Storm Water Retention and Treatment Facility Easement
Legal Description

Easement

A parcel of land located in Lot 33, London Acres, Plat No. 2, Multnomah County, Oregon, described as follows:

Beginning at the southwest corner of said Lot 33, London Acres, Plat No. 2, said point also being on the east line of NE 47th Avenue (18.288 meters wide); thence N 02°54'15" E along said east line, a distance of 30.480 meters to the northwest corner of said Lot 33; thence S 87° 06'03" E, along the north line of said Lot, a distance of 8.000 meters; thence S 02°54'15" W, leaving said north line, a distance of 30.480 meters to the south line of said Lot; thence N 87°06'03" W along said south line, a distance of 8.000 meters to the point of beginning.

Together with a temporary construction easement for the original construction of the NE 47th Avenue Culvert Replacement/Bridge Project, described as follows:

Construction Easement

A 3.000 meter wide strip of land lying adjacent to, parallel with and east of the above described permanent easement.

NE 47TH AVE

0+400

SEWER EASEMENT
2,625.00 SQ.FT.

DRIVEWAY
(To Be Returned)

FENCE

PERM EASMT

TEMP EASMT

TEMP EASMT

TEMPORARY CONST. EASEMENT
984.25 SQ.FT.



Permanent Easement



Temporary Construction Easement

PROJECT *NE 47th Avenue south of NE Buffalo Street*

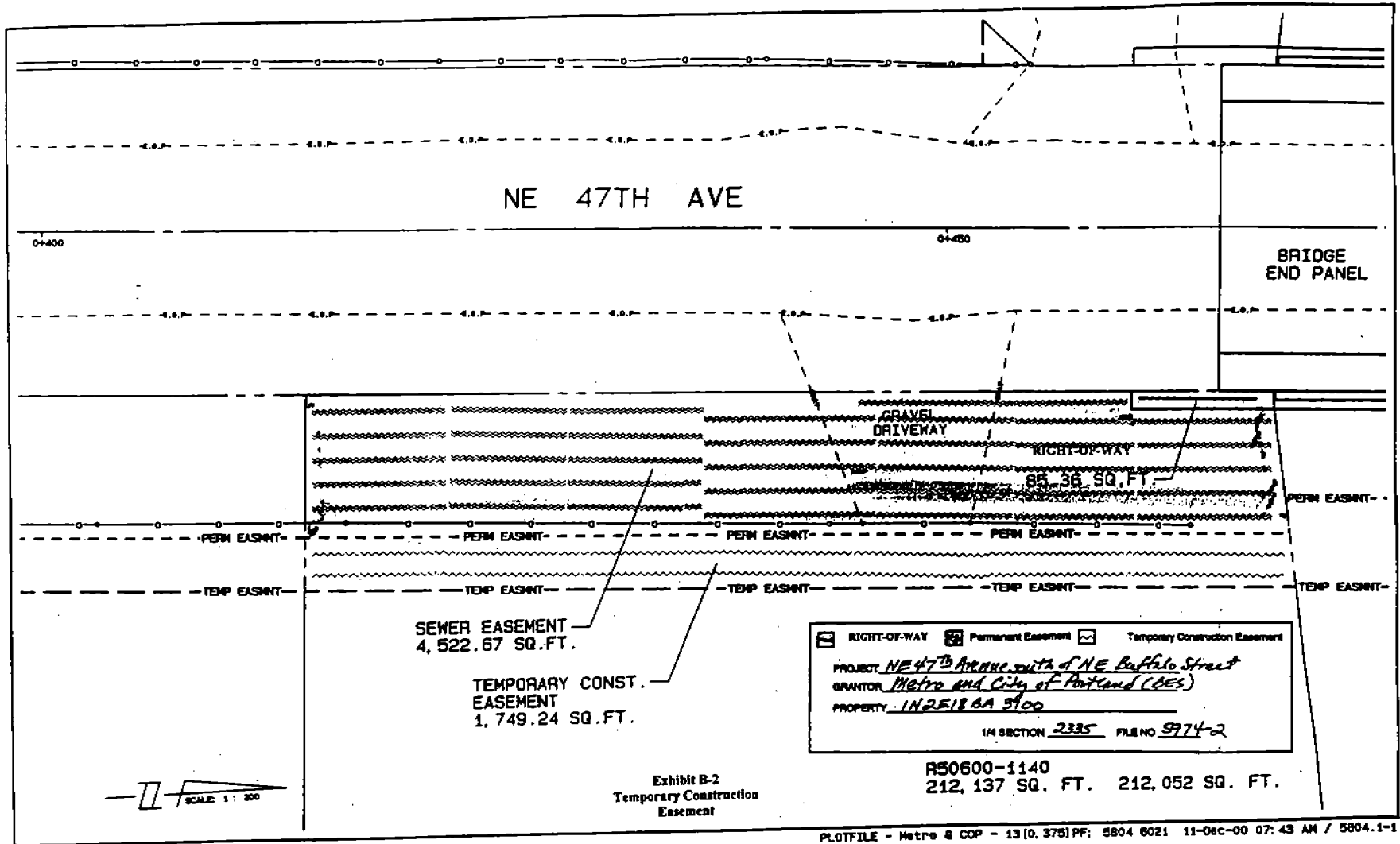
GRANTOR *Metro*

PROPERTY *Lot 33, London Acres, Plat No. 2*

1/4 SECTION *2335* FILE NO *5974-5*



Exhibit B-1
Storm Water Retention &
Treatment Facility Easement



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Exhibit B-7 of 12
Resolution Granting Easements &
ROW For Park Use
NE 47th Avenue

Exhibit C
Agreed Upon Specifications of
Restored Vegetated Surface of the Easement

RIGHT-OF-WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Metro, a municipal corporation and political subdivision of the State of Oregon, Grantor, in consideration of the sum of One (\$1.00) and no/100 Dollars, and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah County, and State of Oregon, being particularly described as follows:

R/W #5974-2D

A parcel of land located in Lot 34, London Acres, Plat No. 2, Multnomah County, Oregon, described as follows:

Beginning at the northwest corner of said Lot 34, London Acres, Plat No. 2, said point also being on the east line of NE 47th Avenue (18.288 meters wide); thence N 86°05'02" E, along the north line of said Lot 34, a distance of 1.007 meters; thence S 02°54'15" W, leaving said north line, a distance of 7.986 meters; thence N 87°05'45" W, a distance of 1.000 meter to the east line of said NE 47th Avenue; thence N 02°54'15" E, along said line, a distance of 7.866 meters to the point of beginning.

TO HAVE AND TO HOLD, the same easement to the City of Portland for the uses and purposes aforesaid forever, for the uses and purposes hereinabove mentioned, subject to liens and encumbrances of record as of the date of execution set forth below in accordance with the following conditions and covenants:

1N2E18BA

After Recording Return to:

106/800 Marcia S. Wilder

Tax Statement shall be sent to:

No Change

1. The Grantee, through its officers, employees and agents, shall have the right to enter upon and use the surface and subsurface of said Right-of-Way Easement in such a manner and at such times from this date as may be necessary for the purpose of constructing, building, patrolling, replacing and maintaining thereon a public street and necessary appurtenances, for the conveyance of vehicles and pedestrians, including such renewals, repairs, replacements and removals as may be from time to time required.

2. To the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, Grantee shall defend, indemnify, and save harmless Grantor, its officers, employees, and agents from and against any and all actual or alleged claims, demands, judgements, losses, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties, which may be imposed upon or claimed against Grantor and which, in whole or in part, directly or indirectly, arise from or are in any way connected with: (i) the act, omission or negligence of Grantee, its officers, directors, agents, employees, invitees, contractors or subcontractors; (ii) the construction, maintenance or operation of the easement set forth herein, whether or not due to the Grantee's own act or omission and whether or not occurring on this easement; and (iii) any breach, violation or failure to perform any of the Grantee's obligations under this Easement.

3. This Easement is granted on the express condition that the Grantee use the Right-of-Way Easement solely for the purposes of a public street or highway and necessary appurtenances thereto. If the Right-of-Way Easement ever ceases to be used for said purposes without the express written permission of Grantor, the Grantor may re-enter and terminate the Right-of-Way Easement hereby granted.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, the undersigned GRANTOR has executed this dedication this ____ day of _____, 2001.

GRANTOR:

Metro

Mike Burton
Executive Officer

STATE OF OREGON)
) ss
County of)

On this ____ day of _____, 2001, before me, a notary public in and for said County and State, personally appeared MIKE BURTON as Executive Officer, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

APPROVED AS TO FORM

this ____ day of _____, 2001.

City Attorney

ACCEPTED on behalf of the City of Portland, Oregon

this ____ day of _____, 2001.

STATE OF OREGON)
) ss
County of _____)

On this ____ day of _____, 2001, before me, a notary public in and for said County and State, personally appeared _____, known to me to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Staff Report

IN CONSIDERATION OF RESOLUTION NO. 01-3066 FOR THE PURPOSE OF GRANTING EASEMENTS AND RIGHT-OF-WAY FOR PARK USE THROUGH METRO PROPERTY EAST OF NORTHEAST 47TH AVENUE, NEAR THE COLUMBIA SLOUGH

Date: April 30, 2001

Presented by: Charles Ciecko

Description

Resolution No. 01-3066 would provide Metro Council authorization for the City of Portland to acquire an easement through 274 linear feet of property owned by Metro off of Northeast 47th Avenue in Portland (tax lots 3100 and 3200).

Existing Law

Metro Code Section 2.04.026(a)(2) requires Metro Council authorization prior to the transfer of any interest in real property.

Factual Background and Analysis

Metro owns 13.8 acres of regionally significant natural area east of NE 47th Avenue, near the Columbia Slough and Whitaker Ponds, in the City of Portland. This site is currently under management by the City of Portland.

Metro has received and reviewed an easement application from the City of Portland, Department of Transportation. The City of Portland is requesting a permanent right-of-way of one meter for construction of a new bridge and culvert replacement over the Columbia Slough. The City of Portland is also requesting easements for installation of a new stormwater retention vegetated swale adjacent to the NE 47th Avenue right-of-way. The permanent easement covers 4,522 square feet and the temporary construction easement covers 1,749 square feet.

Findings

The Regional Parks and Greenspaces Department has determined that the proposed easements and right-of-way will have a positive impact on Metro's natural area. The loss of vegetation caused by construction of the swale will result in no significant impact to the property's natural resource value and will enhance the water quality of the surrounding Whitaker Ponds. The habitat is limited to non-native grasses and five ash trees on this portion of the site. There are no known listed threatened and endangered animal or plant species on the parcel sought for the Easement.

The replacement of the current culvert with a bridge over the Columbia Slough provides for a park use which is within Metro's Concept Master Plan for this area, as it allows recreation access to the Slough for paddlers. The removal of the culvert will also reduce algal blooms by improving the hydraulic characteristics of the Columbia Slough.

No alternative alignments outside the Metro natural area are feasible.

The proposed Easement requires the applicant to restore the site after construction and revegetate the disturbed area with native vegetation according to Metro specifications.

The Regional Parks and Greenspaces Advisory Committee considered this proposal at its April 3, 2001 meeting and recommended approving the easements.

Budget Impact

The project surrounding the easement requests is consistent with Metro's Master Plan for the site, as the City is building a bridge to allow access for water recreation on the Columbia Slough for canoes and kayaks. This will also benefit wildlife and improve water quality so that it will comply with the Federal Clean Water Act. Metro is also receiving improvements on the property as a vegetated swale will be built next to the NE 47th right-of-way for stormwater management and water quality enhancement. Therefore, Metro will receive no monetary compensation for these easements.

Outstanding Questions

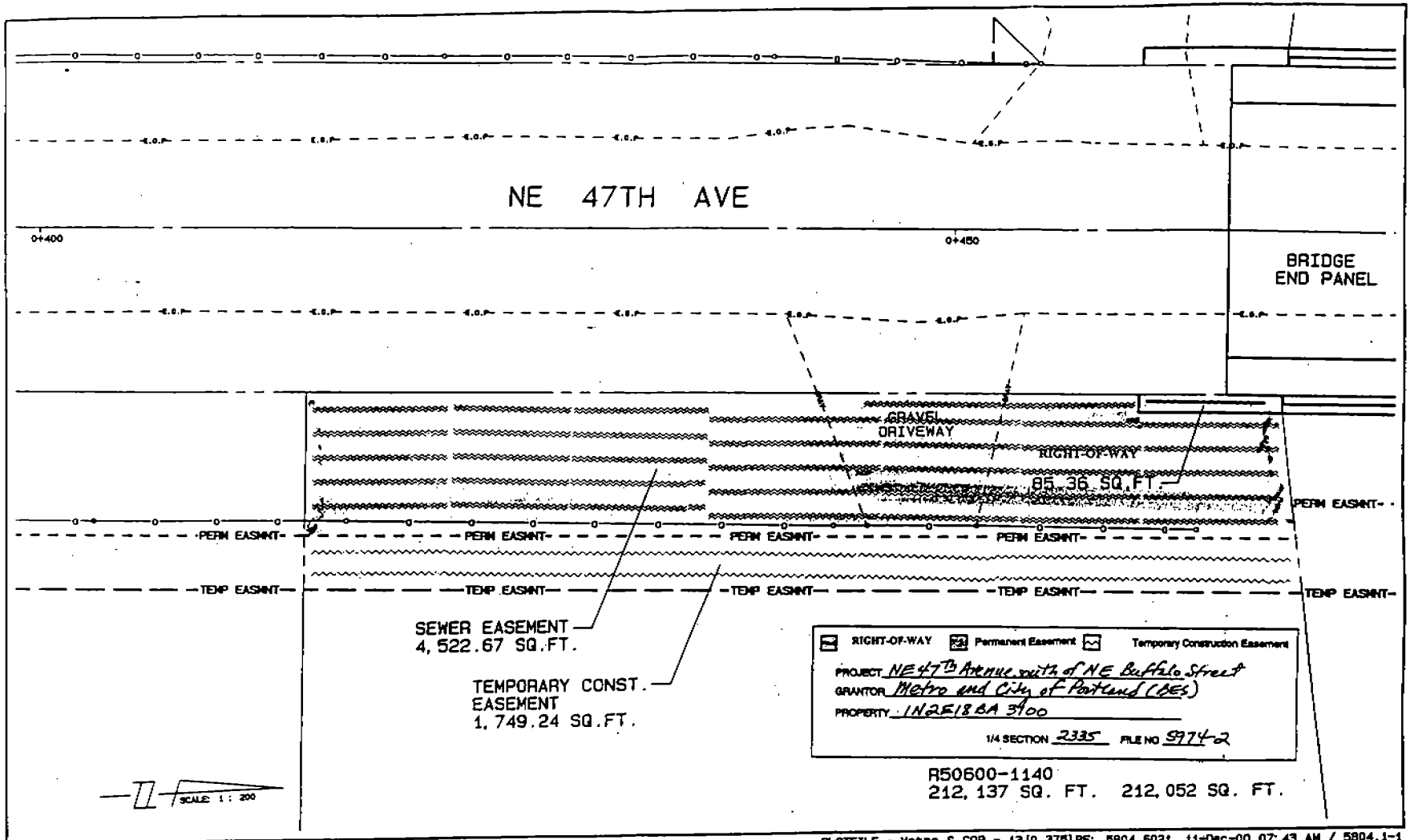
No unresolved issues.

Map

A map showing the project/easement boundaries is attached as Attachment A.

Executive Officers Recommendation

The Executive Officer recommends that the Council adopt Resolution No. 01-3066.



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Attachment A—Staff Report
Storm Water Retention and
Treatment Facility Easement,
Temporary Construction
Easement &
Right-of-Way Easement

**Attachment B
Resolution XX-XXXX**

Metro Easement Policy Criteria and Staff Findings

- 1) **Provide for formal review of all proposed easements, rights of ways, and leases for non-park uses by the Regional Parks and Greenspaces Advisory Committee, the Regional Facilities Committee and the full Council. Notwithstanding satisfaction of the criteria set forth herein, the final determination of whether to approve a proposed easement, right of way, or lease is still subject to the review and approval by the full Metro Council.**

Staff Finding: Criterion has been satisfied through a review and approval process that includes formal easement application and approval from the Regional Parks and Greenspaces Advisory Committee. The Metro Council Operations Committee and full Council body will review the easement prior to approval.

- 2) **Prohibit the development of utilities, transportation projects and other non-park uses within corridors or on sites which are located inside of Metro owned or managed regional parks, natural areas, and recreational facilities except as provided herein.**

Staff Finding: The applicant proposes to install a new stormwater retention vegetated swale adjacent to NE 47th Avenue and to build a new bridge and culvert over the Columbia Slough. The project will allow access to the site via the new bridge and will allow canoe and kayakers access to the slough while not impacting any natural resource or park values.

- 3) **Reject proposals for utility easements, transportation right of ways and leases for non-park uses which would result in significant, unavoidable impacts to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management.**

Staff Finding: The new bridge and stormwater retention system will have negligible impact on park or natural resource values and the bridge will improve traffic safety. Paddlers will have access to this portion of the slough after construction of the bridge and the removal of the culvert will improve the hydraulic characteristics of the Slough.

- 4) **Accommodate utility easements, transportation right of ways or other non-park uses when the Regional Parks and Greenspaces Department (the Department) determines that a proposed easement, right of way, or non-park use can be accommodated without significant impact to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management; and that the impacts can be minimized and mitigated.**

Staff Finding: Meets criteria.

- 5) **Require full mitigation and related maintenance, as determined by the Department, of all unavoidable impacts to natural resources, recreational facilities, recreational opportunities or their operation and management associated with the granting of easements, right of ways, or leases to use Metro owned or managed regional parks, natural areas or recreational facilities for non-park uses.**

Staff Finding: No mitigation is required given the minimal impact and benefit due to improvements.

- 6) **Limit rights conveyed by easements, right of ways, and leases for non-park uses to the minimum necessary to accomplish the objectives of any proposal.**

Staff Finding: The dimensions and terms of the easement are limited to accommodate the vegetated swale and bridge building, and are not transferable or assignable to adjacent properties.

- 7) **Limit the term of easements, right of ways and leases to the minimum necessary to accomplish the objectives of any proposal.**

Staff Finding: The construction easement time and space limitations are the minimum needed to accomplish the project while minimizing impact on Metro property. The long-term easement encompasses the NE 47th Avenue road widening and stormwater retention system and is consistent with that occurring along the project length.

- 8) **Require reversion, non-transferable, and removal and restoration clauses in all easements, rights of ways, and leases.**

Staff Finding: Access easement will include these terms.

- 9) **Fully recover all direct costs (including staff time) associated with processing, reviewing, analyzing, negotiating, approving, conveying, or assuring compliance with the terms of any easement, right of way, or lease for non-park use.**

Staff Finding: Metro staff assigned to this application has documented time and costs spent on this application and informed the applicant of the policy requiring reimbursement. Execution of the easement is subject to satisfaction of all expenses.

- 10) **Receive no less than fair market value compensation for all easements, right of ways, or leases for non-park uses. Compensation may include, at the discretion of the Department, periodic fees or considerations other than money.**

Staff Finding: Metro will receive bridge/culvert improvement and access to the Columbia Slough at no cost to Metro. The water quality will improve and comply with the Federal Clean Water Act.

- 11) **Require full indemnification from the easement, right of way or leaseholder for all costs, damages, expenses, fines, or losses related to the use of the easement, right of way, or lease. Metro may also require insurance coverage and/or environmental assurances if deemed necessary by the Office of General Counsel.**

Staff Finding: The easement will include indemnification and insurance provisions.

- 12) **Limit the exceptions to this policy to: grave sales, utilities or transportation projects which are included in approved master/management plans for Metro regional parks, natural areas and recreational facilities; projects designed specifically for the benefit of a Metro regional park, natural area, or recreational facility; or interim use leases as noted in the Open Spaces Implementation Work Plan.**

Staff Finding: No exception requested.

13) Provide for the timely review and analysis of proposals for non-park uses by adhering to the following process:

- A. **The applicant shall submit a detailed proposal to the Department which includes all relevant information including but not limited to: purpose; size, components; location, existing conditions, proposed project schedule and phasing, and an analysis of other alternatives which avoid the Metro owned or managed regional park, natural area or recreational facility which are considered infeasible by the applicant. Cost alone shall not constitute unfeasibility.**

Staff Finding: Applicant has submitted a detailed proposal including all required information.

- B. **Upon receipt of the detailed proposal, the Department shall determine if additional information or a Master Plan is required prior to further review and analysis of the proposal. For those facilities, which have master plans, require that all proposed uses are consistent with the master plan. Where no master plan exist all proposed uses shall be consistent with the Greenspaces Master Plan. Deficiencies shall be conveyed to the applicant for correction.**

Staff Finding: No additional information is needed.

- C. **Upon determination that the necessary information is complete, the Department shall review and analyze all available and relevant material and determine if alternative alignments or sites located outside of the Metro owned or managed regional park, natural area, or recreational facility are feasible.**

Staff Finding: No reasonable alternative for alignment outside the Metro natural area are feasible.

- D. **If outside alternatives are not feasible, the Department shall determine if the proposal can be accommodated without significant impact to park resources, facilities or their operation and management. Proposals which cannot be accommodated without significant impacts shall be rejected. If the Department determines that a proposal could be accommodated without significant impacts, staff shall initiate negotiations with the applicant to resolve all issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. The Department shall endeavor to complete negotiations in a timely and business-like fashion.**

Staff Finding: No significant negative impact on Metro property will occur.

- E. **Upon completion of negotiations, the proposed agreement, in the appropriate format, shall be forwarded for review and approval. In no event shall construction of a project commence prior to formal approval of a proposal.**

Staff Finding: Construction is contingent upon approval.

- F. Upon completion of all Metro tasks and responsibilities or at intervals determined by the Department, and regardless of Metro Council action related to a proposed easement, right of way, or lease for a non-park use, the applicant shall be invoiced for all expenses or the outstanding balance on expenses incurred by Metro.**

Staff Finding: Metro costs have been documented and applicant will be billed for reimbursement.

- G. Permission from Metro for an easement or right-of-way shall not preclude review under applicable federal, state, or local jurisdiction requirements.**

Staff Finding: Criterion satisfied.