

INTERGOVERNMENTAL AGREEMENT
(Tryon Creek Properties Acquisition and Management)

This Intergovernmental Agreement ("Agreement") dated this ____ day of _____, 2019 (the "Effective Date"), is by and between Metro, a municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736 ("Metro"), and the City of Portland (the "City"), through its Bureau of Environmental Services ("BES"), located at 1120 SW 5th Avenue, Room 1000, Portland, Oregon 97204.

RECITALS

WHEREAS, on November 7, 2006, voters approved Ballot Measure 26-80, authorizing Metro to issue general obligation bonds for the protection of open spaces, parks and streams ("Natural Areas Bond Measure");

WHEREAS, Metro and BES acquired fee title, as tenants in common, to property located at 10930 SW Boones Ferry Rd., Portland, Oregon, also referred to as tax lot 1S1E33AA-02900 (the "McDuffie Property");

WHEREAS, Metro and BES acquired a conservation easement (the "Goff Conservation Easement") over the property located at 11000 SW Boones Ferry Rd., Portland, Oregon, also referred to as tax lot 1S1E33AA-03000 (the "Goff Property").

WHEREAS, Metro and BES acquired easement rights for watershed management purposes (the "Gray Easements") over and across the property located at 10750 SW Boones Ferry Rd., Portland, Oregon, also referred to as tax lot 1S1E33AA-02800 (the "Gray Property");

WHEREAS, the properties referenced above are located within the Tryon Creek Linkages Target Area, an area identified in the Natural Areas Bond Measure as regionally significant due to its wildlife habitat values and contribution to water quality, especially in riparian areas of Tryon Creek and its major tributaries, and is also identified as a regionally significant natural area in the Metro Greenspaces Master Plan;

WHEREAS, the properties are located in high priority acquisition areas identified in BES' Fanno Tryon Water Quality and Total Maximum Daily Load (TMDL) CIP (Capital Improvement Program) Pre-Design Report (2008) for infrastructure protection, floodplain reconnection, water quality improvement opportunities, and habitat and biological community protection. BES and community and agency partners are designing a project to remove the undersized and aging culvert below SW Boones Ferry Road and replace it with a restored streambed and a new bridge (the "Culvert Replacement Project"). The existing culvert blocks all upstream fish passage and is too small to allow adequate flow during wet weather. Project construction is expected to begin March 2020 and last approximately 10 months. The new bridge and restored stream will allow fish passage, and provide a safe, streamside crossing for pedestrians and wildlife. The project is partially funded by a Metro Nature in the Neighborhoods Grant, and will help protect water quality and the environment;

WHEREAS, Metro and BES wish to cooperate in the management of the McDuffie Property, the Goff Conservation Easement, the Gray Easements, and the acquisition of future property interests (collectively, the "Property Interests") to protect water, habitat, and to restore native species and to accomplish projects including, but not limited to, the Culvert Replacement Project. The parties therefore desire to enter into this Agreement to provide for the responsibilities and obligations of the parties with

respect to the acquisition, management, maintenance, and operation of the Property Interests and to the acquisition of future property interests.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Acquisition of the Property Interests

a. Metro conducted due diligence investigations of the Goff Property and the McDuffie Property that it typically conducts pursuant to its Natural Areas Bond Measure program, and Metro provided copies of its due diligence materials to BES, without representation or warranty. BES acknowledges and agrees that Metro's due diligence was adequate, and it has not requested any additional due diligence of the Goff Property or the McDuffie Property.

b. BES will reimburse Metro \$25,000 toward the purchase price of the Goff Conservation Easement upon receipt of an invoice from Metro.

c. Metro will reimburse BES \$30,000 toward the purchase price of the Gray Easements upon receipt of an invoice from BES, which payment may be offset, by agreement of the parties, by the amounts payable to Metro pursuant to subsection 1(b), above.

d. BES covenants that it will hold and record the Gray Easements as fixed, capital assets in the City's audited financial statement, consistent with Generally Accepted Accounting Principles and with the City's financial bookkeeping of other similar assets. The obligations of this Section 1.d will survive any termination of this Agreement until June 30, 2027.

2. Acquisition of Future Properties or Interests

a. Metro and BES may elect, each in their sole discretion, to cooperate on the acquisition or management of additional properties or property interests within the Tryon Creek Linkages Target Area.

b. Metro may request that BES manage properties or property interests Metro has acquired after the Effective Date of this Agreement, and in full compliance with the goals and intent of the Parties as stated by the recitals herein, by sending written requests to BES that include relevant due diligence information, such as planned stabilization work, property management information, environmental reports, and the like. Not later than thirty (30) days after receiving Metro's request, BES will provide written notice to Metro stating whether BES will accept management responsibility for the property, and if so, management of the property or property interest will be in accordance with the terms and conditions set forth in this Agreement with respect to the Property Interests.

c. One party (the "Contributing Party") may elect, in its sole discretion, to contribute a portion of the purchase price of a property or property interest that is being acquired by the other party (the "Acquiring Party"). If the Contributing Party so elects, then not later than thirty (30) days following the later date of the Acquiring Party both (i) closing on the purchase and (ii) receiving an agreed upon payment from the Contributing Party, the Acquiring Party will record a deed, partial assignment of easement, or other agreed upon form of transfer document, transferring to the Contributing Party an interest in the property or property interest.

3. Initial Stabilization Period.

a. Goff Conservation Easement. BES will remedy the zoning violation on title to the Goff Property during the stabilization period. The violation was in regard to the excavation of a pond by a previous owner. To close out the outstanding EV conditions from the 2003 land use review, BES will apply for a final Zoning Permit to verify the condition(s) have been met, which includes revegetating the area. When applying for the permit, BES will need to provide a current conditions site plan, a planting plan, and a narrative describing the situation. BES will incorporate the necessary remediation planting into the overall stabilization effort. Metro and BES will jointly be responsible for monitoring the Goff Conservation Easement area on the Goff Property during the initial stabilization period.

b. McDuffie Property. As of the Effective Date, Metro has completed deconstruction of the residential structure on the McDuffie Property. BES is responsible for closing out any permits obtained related to the deconstruction at BES's cost.

c. Stabilization. BES is responsible for taking those actions it deems appropriate, in the period immediately following closing, to stabilize the Property Interests. The parties agree BES will bear all costs associated with implementation of the stabilization program. BES will develop a stabilization plan for each Property Interest and solicit feedback from Metro prior to implementation of stabilization activities. Metro will provide feedback, if at all, within 60 calendar days of submittal. If no feedback is submitted, the stabilization plan will be deemed approved.

4. Interim Protection Guidelines

a. From the Effective Date until completion of a site management plan ("Management Plan") for each Property, as described below in Section 5 (the "Interim Period"), BES will manage, maintain, secure, and operate the Property Interests in accordance and in a manner consistent with the Metro Code, the Metro Greenspaces Master Plan, the City's Comprehensive Plan, any applicable Stabilization Plan (these plans are collectively referred to herein as the "Plans"), and this Agreement. In case of conflict among Plans, the Plan affording the highest level of resource protection will govern. The Metro Code explicitly prohibits dogs on Metro property. All uses of the Property Interests in the Interim Period will be consistent with this Agreement and with the Plans.

b. In the Interim Period and thereafter, BES will manage, maintain, operate, and protect the Property Interests in accordance with their intended use as a natural area open space, with the primary goals being protection of the Property Interests' natural resources, enhancement and protection of wildlife habitat, public recreation consistent with the foregoing, and the Culvert Replacement Project. The Culvert Replacement Project, once approved by Metro in accordance with Section 4, below, will not be deemed in conflict with the Plans or this Section 3 in anyway whatsoever.

c. In accordance with the Metro Greenspaces Master Plan, formal public use of the Property Interests and site development on the Property Interests will not begin until a Management Plan for the Property Interests has been adopted, except with respect to the Culvert Replacement Project, or unless otherwise agreed upon in writing by Metro and BES.

d. Prior to the adoption of a Management Plan for the Property Interests, the Property Interests may be used informally by the public for passive recreation, habitat enhancement, pedestrian activity, and/or nonmotorized bicycle use, at BES's discretion. All uses of the Property Interests in the interim period must be consistent with this Agreement and the Plans and may not preclude any uses that could later be allowed in the Management Plan.

e. Prior to the adoption of a Management Plan for each of the Property Interests, in the Interim Period, and except for the Culvert Replacement Project, BES may not allow or permit any alteration of any water, timber, mineral, or other resource on the Property Interests, except for controlling exotic or pest plant species, establishing native vegetation, decommissioning trails, or removing hazard trees to prevent degradation or for security or public safety concerns. If BES believes that an improvement, trail, or alteration of any water or timber resource on the Property Interests is necessary prior to adoption of a Management Plan, Metro will have the right to approve of such action, and BES will provide Metro ninety (90) days' advance written notice of its intent to construct any improvements, trails, or alteration of water or timber resource on the Property Interests.

f. At all times, BES will maintain the security of the Property Interests and will provide additional fencing, gates, signage, and other measures as BES may deem necessary to maintain safety on the Property Interests and to deter improper public use of them prior to adoption of a Management Plan. During the Interim Period, BES will control access to the Property Interests and will respond to neighborhood or citizen complaints regarding improper use or noise on the Property Interests. At all times, BES will be responsible for obtaining, at its cost, any permits necessary for management, maintenance or operation of the Property Interests.

5. BES Culvert Replacement Project. BES intends to construct the Culvert Replacement Project within the public right-of-way and on portions of the McDuffie Property and the Gray Property. BES will submit plans to Metro for Metro's prior written approval, which approval will not be withheld or delayed unless the plans for the Culvert Replacement Project conflict with the Plans, in Metro's reasonable discretion. Metro will execute "springing easements" if requested by BES for the Culvert Replacement Project or, when the City conveys its interest in the McDuffie Property, Metro and the successor to BES's interest will grant easements to BES for the City's facilities, each on terms acceptable to the parties.

6. Long-Term Management, Maintenance, and Operation.

a. BES will develop a Management Plan for the long-term management of the Property Interests. The Management Plan will set forth the acceptable management, operation, and maintenance of these Property Interests. The Property Interests will be managed in accordance with the standards and guidelines developed in the Management Plan. Metro will designate at least one staff member to participate in the Management Plan process for the Property Interests.

b. By accepting management responsibility for the Property Interests, BES will be responsible for funding the operation and maintenance of the Property Interests with BES's own resources, including responsibility for all taxes or assessments for the Property Interests. BES will be responsible for contacting and coordinating with other local or state agencies regarding any and all management, maintenance or operation issues that may arise with respect to the Property Interests.

c. Any permits granted by BES to users of the Property Interests must comply with the terms and limitations set forth in this Agreement and in the Management Plan for the Property Interests.

d. All requests for new easements, rights of way, and leases not already burdening or affecting the McDuffie Property at Closing must be submitted to Metro in accordance with the Metro Easement Policy, Resolution No. 97-2539B, passed by the Metro Council on November 6, 1997, attached as Exhibit A to this Agreement.

e. Any decision regarding the naming of all or any portion of the Property Interests must be in accordance with Metro Code Chapter 2.16, as it may be amended.

7. Partner Management. Notwithstanding anything to the contrary in this Agreement, at any point Metro and BES may decide it is in the best interest of the parties to have a partner manage any or all of the Property Interests. The partner may be, but is not limited to, Portland Parks and Recreation or Oregon Parks and Recreation Department. If this option is exercised, Metro and BES will jointly select, negotiate with, and enter into an agreement with a management partner. That agreement may terminate or modify the obligations of BES pursuant to this Agreement. If Metro has an existing and adequate agreement with the management partner, that agreement may be amended to add the City, through BES, as a party (or to add BES as a managing bureau, in the case of an existing intergovernmental agreement with the City, through Portland Parks and Recreation).

8. Term. Unless modified or terminated as provided herein, this Agreement will continue in effect for a period of five (5) years. This Agreement will thereafter automatically renew for additional five-year terms unless, not later than ninety (90) days prior to the expiration of the then-current term of this Agreement, one of the parties provides the other party with notice that it does not wish to renew this Agreement. This Agreement may be terminated as provided herein, but termination shall have no effect on ownership of the Property Interests.

9. Joint Termination for Convenience. Metro and BES may 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 upon ten (10) days' written notice of termination issued by Metro or BES, subject to the mutual written agreement of the parties.

10. Termination for Cause. Any 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.

11. Indemnification. The City, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify and save harmless Metro and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions (collectively, "Claims"), whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from the acts or omissions of the City under this Agreement, except to the extent that Claims relate to or result from the acts or omissions of Metro. Metro, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify and save harmless the City and its officers, employees, and agents from and against any and all Claims, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from the acts or omissions of Metro under this Agreement, except to the extent that Claims relate to or result from the acts or omissions of the City.

12. Oregon Constitution and Tax-Exempt Bond Covenants. The source of funds for the acquisition of the McDuffie Property and the Goff Conservation Easement is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d) and 11(e) of the Oregon Constitution, and 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 cause Metro to be unable to maintain the current status of the real property taxes as exempt from Oregon's constitutional limitations or the income tax exempt status

of the bond interest. If the City breaches this covenant, Metro will be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

13. Laws of Oregon; Public Contracts. The laws of the State of Oregon 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.

14. Assignment. No 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.

15. Notices. All notices or other communications required or permitted under this Agreement will be in writing, and will 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 will be deemed delivered on the next following weekday that is not a holiday.

To Metro: Conservation Program Director
600 N.E. Grand Avenue
Portland, OR 97232-2736
Phone: (503) 797-1819
Fax: (503) 797-1849

To BES: Property Manager
City of Portland Bureau of Environmental Services
1120 SW 5th Avenue, Room 1000
Portland, OR 97204
Phone: (503) 823-7740
Fax: (503) 823-6995

16. Severability. If any covenant or provision of this Agreement is adjudged void, such adjudication will 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.

17. 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 Property Interests. No waiver, consent, modification, amendment, or other change of terms of this Agreement will bind either party unless in writing and signed by both parties.

18. Counterparts; Facsimile Execution. This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Facsimile or e-mail signatures operate as original signatures with respect to this Agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

METRO

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVAL AS TO FORM

APPROVAL AS TO FORM

City Attorney's Office

Office of the Metro Attorney

Exhibit A
Easement Policy

BEFORE THE METRO COUNCIL

I HEREBY CERTIFY THAT THE FOREGOING
IS A COMPLETE AND EXACT COPY OF THE
ORIGINAL THEREOF

Rebecca Y. Shemman
METRO COUNCIL ARCHIVIST

FOR THE PURPOSE OF APPROVING GENERAL)	RESOLUTION NO. 97-2539B
POLICIES RELATED TO THE REVIEW OF)	
EASEMENTS, RIGHT OF WAYS, AND LEASES)	
FOR NON-PARK USES THROUGH PROPERTIES)	
MANAGED BY THE REGIONAL PARKS AND)	Introduced by
GREENSPACES DEPARTMENT.)	Mike Burton, Executive Officer

WHEREAS, Metro currently owns and manages more than 6,000 acres of regional parks, open spaces, natural areas, and recreational facilities; and

WHEREAS, additional lands are being acquired through the Open Space, Parks, and Streams Bond Measure, approved by voters in May of 1995; and

WHEREAS, the primary management objectives for these properties are to provide opportunities for natural resource dependent recreation, protection of fish, wildlife, and native plant habitat and maintenance and/or enhancement of water quality; and

WHEREAS, Metro will be approached with proposals to utilize regional parks, open spaces, natural areas, and recreational facilities property for utility, transportation, and other non-park purposes; and

WHEREAS, Metro seeks to insure that these uses have no negative impact upon the primary management objectives of Metro Regional Parks and Greenspaces properties; and

WHEREAS, it would be in Metro's best interest to provide for the orderly evaluation and consideration of proposals to utilize portions of Metro Regional Parks and Greenspaces properties for utility, transportation and other non-park uses; NOW THEREFORE,

BE IT RESOLVED, that the Metro Council hereby adopts the policy attached as Exhibit "A" for any and all requests related to formal proposals for the use of Metro Regional Parks and Greenspaces properties for the purposes noted therein.

ADOPTED by the Metro Council this 6th day of November, 1997.

Jon Kvistad
Jon Kvistad, Presiding Officer

ATTEST:

Charm Bly
Recording Secretary

Approved as to Form:

Daniel B. Cooper
Daniel B. Cooper, General Counsel

Exhibit "A"

**METRO POLICY RELATED TO THE REVIEW OF
EASEMENTS, RIGHT OF WAYS, AND LEASES
FOR NON-PARK USES**

Metro owns and manages, either on its own or in partnership with other government and private entities, several thousand acres of regional parks, open spaces, natural areas and recreational facilities. These facilities are maintained to promote and preserve natural resources and recreational opportunities for the public consistent with the Greenspaces Master Plan adopted by the Metro Council in 1992, the Open Spaces Bond Measure approved by the voters in 1995 and other restrictions limiting the uses of specific properties in existence at the time of its acquisition by the public. Nothing in this policy shall be construed to allow these facilities to be used in any manner which detracts from this primary purpose. This policy is written from the perspective of Metro as the property owner, however, in those cases in which Metro co-owns a property with other entities, all decisions concerning the use of the property in question will be fully coordinated with the other owners. In addition, all new development and all proposed work within Water Quality Resource Areas or other environmentally sensitive work will be conducted in accordance with Metro or local government policies, to include where appropriate, application for permits and completion of environmental reviews. In event that local government policies are less restrictive than the Metro Model ordinances, Metro will apply the more restrictive Metro policies.

Regarding requests for easements, right of ways, and leases for non-park uses in Metro owned or managed regional parks, natural areas or recreational facilities, it is Metro's policy to:

- 1) Provide for formal review of all proposed easements, right 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.
- 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.
- 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.
- 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.

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.

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

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

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

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 a non-park use.

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 monetary.

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

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.

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 infeasibility.

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 exists all proposed uses shall be consistent with the Greenspaces Master Plan. Deficiencies shall be conveyed to the applicant for correction.

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.

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.

e) Upon completion of negotiations, the proposed agreement, in the appropriate format, shall be forwarded for review and approval as noted in item "1" above. In no event shall construction of a project commence prior to formal approval of a proposal.

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.

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