

Exhibit A

JURISDICTIONAL TRANSFER AGREEMENT
82nd Ave Section
Cascade Highway North, State Highway Number 068
City of Portland

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT"; and the CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "Agency", herein each referred to individually as "Party" and collectively as "Parties."

RECITALS

1. Cascade Highway North is under the jurisdiction and control of the Oregon Transportation Commission. Cascade Highway North, State Highway number 068 is also designated as State Route OR 213 and is known as NE 82nd Avenue and SE 82nd Avenue.
2. By the authority granted in Oregon Revised Statute (ORS) 366.395, State may relinquish title to any of its property not needed by it for state highway purposes to any other governmental body or political subdivision within the State of Oregon, subject to such restrictions, if any, imposed by deed or other legal instrument or otherwise imposed by State.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
4. By the authority granted in ORS 190.110 and 374.329(1), State and cities may enter into an agreement to transfer jurisdiction and ownership of a state highway when it is in the best interest of highway users to abandon a segment of the state highway.
5. The National Highway System (NHS) was adopted by Congress as part of the National Highway System Designation Act of 1995. The Federal Highway Administration (FHWA) administers this program and must approve all changes to the system. Cascade Highway North is subject to Title 23, Title 49 of the Federal Regulations and all applicable FHWA policies, 23 USC 131, and the Oregon Motorist Information Act, ORS 377.700 to 377.840 and 377.992. Cascade Highway is a part of the NHS, or part of the federal aid primary system in existence on June 1, 1991.
6. As the Cascade Highway North is on the National Highway System (NHS), or was a federal aid primary highway in existence on June 1, 1991, it continues to be subject to the requirements of 23 USC 131 and the Oregon Motorist Information Act, ORS 377.700 to 377.840 and 377.992 after jurisdiction is transferred and State retains authority to enforce those laws. In accordance with those laws, State is required to continue regulating outdoor advertising signs, which includes conducting surveillance along these highways. Oversight

is the responsibility of the Outdoor Advertising Sign Program in the State Right of Way Program Management Unit. In addition, highways that have previously been designated as part of the NHS system must retain reasonable access to ramp terminals consistent with CFR 23 Part 658.19.

7. The permanent vehicle capacity of identified freight routes shall not be permanently reduced after a jurisdictional transfer, per ORS 366.215. Reduction of vehicle carrying capacity means a permanent reduction in the horizontal or vertical clearance of a highway section by a permanent obstruction to motor vehicles located on usable right of way, per Oregon Administrative Rule (OAR) 731-012-0010. Cascade Highway North is not a designated freight route and is not subject to these provisions.
8. Freight movements within cities will not be restricted after a highway segment is transferred per ORS 374.329. Cascade Highway North between mile point -0.14 and mile point 7.23 is located within a city and is subject to this provision.
9. State maintains a State Route system and a US Route System to assist the traveling public in their travels. Designated routes may be composed of both state highway and local roads. Designation and elimination of state routes are under authority of the Oregon Transportation Commission. US Route designations are administered by the Special Committee on US Route Numbering of the American Association of State Highway and Transportation Officials (AASHTO).

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT:

1. Intent.

The Parties wish to enter into this Agreement No. 849 (“Agreement”) to transfer from State to Agency jurisdiction and ownership of a portion Cascade Highway North, State Highway Number 068 (“Highway”), as described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and by this reference made a part hereof, such portion of Highway hereinafter referred to as “Unit.” The northern endpoint of the transfer is shown on Exhibit A-3, attached hereto and by this reference made a part hereof, and the southern endpoint is the Multnomah County/Clackamas County line. Unit does not include the following: Bridge structures over I-84 (Bridge Numbers 01994 and 07031A) as further shown in Exhibit B (“I-84 Bridge”); NE Webster Road and intersection and traffic control facilities and SE Powell Boulevard/Mt. Hood Highway No. 26 intersection including traffic control facilities as further shown in Exhibit C.

2. Transfer of Jurisdiction, Control and Ownership.

State and Agency agree that on May 1, 2022, the “Transfer Date,” jurisdiction, control and maintenance obligations in the Unit shall transfer to and vest in Agency and that on the Transfer Date, Agency shall control, operate and maintain the Unit as a part of its city road system as long as needed for the service of persons living thereon or a community served thereby..

3. Transfer Contingent upon Agency's Receipt of Deed and Approvals.

The parties agree and understand that transfer of jurisdiction, control and all property rights, title and ownership interests of the Unit is wholly dependent on:

- a. The Oregon Transportation Commission ("OTC") or its designee's approval and adoption of a resolution transferring jurisdiction of the Unit to Agency and an amendment to the Oregon Highway Plan eliminating the Unit from the state highway system ("Transfer Resolution and OHP Amendment");
- b. Agency's receipt of Jurisdictional Transfer and Quitclaim of Active Right of Way Document transferring fee title of the Unit to Agency ("Conveyance Document");
- c. Approval by the Portland City Council of the transfer of all interests; and
- d. If approval from the Federal Highway Administration is also required, the transfer described herein shall also be dependent on such approval.
- e. If any of the contingencies in this paragraph do not occur by the Transfer Date, the new "Transfer Date" shall be on the date that all these contingencies are satisfied.

4. Property Rights Affected.

All property rights, title, interests and access rights in the Unit shall be conveyed from State to Agency on the Transfer Date. Agency's interest in the Unit is subject to the real property title, interest and rights thereon of any utilities located within the Unit. Agency shall use the Unit for public road purposes. If Unit is no longer used for public road purposes, it shall revert to State.

5. Execution, Acceptance and Delivery of Documents Transferring Property Interests.

- a. State and Agency agree that upon Agency's completion of the Acceptance and Approval of Jurisdictional Transfer & Quitclaim of Active Right of Way attached hereto as Exhibit D ("Approval Document") and its receipt from State of the Conveyance Document, that Agency approves and accepts title, possession, and ownership of the Unit.
- b. Agency further agrees that it shall submit for recording the Approval Document and Conveyance Document with the appropriate county as soon as reasonably possible following OTC or its designee's approval of the Transfer Resolution and OHP Amendment. The Parties agree that the Conveyance Document and any other instruments that must be lawfully delivered to effectuate the transfer of title, possession and ownership in the Unit shall be delivered by State immediately following OTC or its designee's adoption of the Transfer Resolution and OHP Amendment.

6. Highway Designation.

The Unit will retain the State Route OR 213 designation.

7. Funding.

It is the parties' intention to contribute the following sums for improvements to Unit, broadly identified in Exhibit E:

- a. \$70,000,000 in federal funds from the State. Such funds shall not be disbursed until the execution of a Supplemental Project Agreement under Agency's Master Certification Agreement, No. 30890
- b. \$80,000,000 in American Rescue Plan Act Coronavirus State Fiscal Recovery Fund money allocated by the Oregon Legislature; and
- c. \$35,000,000 in Agency funds.

8. Grounds for Transfer.

In accordance with ORS 374.329(1), State and Agency agree that it is in the best interest of highway users for State to abandon the Unit and to enter into this agreement to transfer jurisdiction and ownership. State has determined that the Unit is no longer needed for highway connectivity as part of the state system following the construction of Interstate 205. Agency would like to operate and maintain the facility to Agency standards.

9. Management of Roadway after Transfer

- a. The Unit will remain on the NHS and is subject to Title 23, Title 49 of the Federal Regulations and all applicable FHWA policies 23 USC 131 and the Oregon Motorist Information Act, ORS 377.700 to 377.840 and 377.992.
- b. State will retain authority to enforce federal NHS regulations, including the regulation of outdoor advertising signs.
- c. The I-84 Bridge is excluded from the jurisdictional transfer and will remain as a State asset, except for those maintenance obligations set forth in State Obligations paragraph 5 and Agency Obligations paragraph 6. State entered into Misc. Contracts & Agreements Number 26231 and Misc. Contacts and Agreements Number 7315-2 (84-605N/5020A) with TriMet and the terms of these agreements will remain valid and in full force in accordance with the terms of that agreement.
- d. The Agency shall design improvements to the Unit to NHS Standards, in accordance with 23 CFR 625.
- e. Freight movements will not be restricted below the levels identified in ODOT's MCTD Freight Mobility Map, located at the following link:
<https://www.oregon.gov/odot/ProjectDel/Mobility/FreightMobilityMap.pdf>
- f. Agency shall maintain any traffic control devices transferred to Agency as part of this Agreement and according to Misc. Contracts & Agreements No. 33528.
- g. In maintaining the transferred facilities, Agency agrees to ensure that sidewalks, curb ramps, and pedestrian activated signals meet the requirements of the Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended (together, "ADA").

10. Duration of this Agreement.

This Agreement between the Parties becomes effective on the date all required signatures are obtained (“Effective Date”). Except as otherwise stated herein, the Agreement terminates upon the Transfer Date or two (2) calendar years after the Effective Date, whichever is earlier, unless otherwise extended or renewed by a formal amendment executed between the Parties. The parties understand that the Effective Date of this Agreement refers only to the date this Agreement becomes effective and does not modify or control the Transfer Date described hereinabove.

STATE OBLIGATIONS

1. State shall prepare and present to OTC or its designee the Transfer Resolution and OHP Amendment which shall consist of a resolution to transfer jurisdiction and control of the Unit to Agency and an amendment to the Oregon Highway Plan to eliminate the Unit from Cascade Highway North (State Highway number 068) and the state highway system.
2. Within 60 days from OTC or its designee’s adoption of the Transfer Resolution and OHP Amendment, State shall provide to Agency for recording the Conveyance Document along with with true and correct copies of the Transfer Resolution and OHP Amendment.
3. ODOT shall obtain approval from FHWA to transfer jurisdiction and property interests of the Unit prior to submitting the Transfer Resolution and OHP Amendment to the OTC or its designee.
4. State shall furnish Agency relevant copies of its curb ramp inventory, approved curb ramp design exceptions and written orders to close crosswalks, and any maps, records, right of way acquisition files, easements, access/maintenance and intergovernmental agreements, permits, and any other related data available that may be required to administer the Unit. All files shall be provided electronically to Agency.
5. State will retain ownership and maintenance responsibility of the bridge structure over I-84 as shown in the attached Exhibit F. State will retain ownership of signals at NE Killingsworth, NE Webster, and SE Powell. Cost sharing shall be defined through Agreement No. 33528 “Cost Sharing Agreement for Signals Maintenance.”
6. State will retain ownership and maintenance responsibility of the storm sewers that cross the Unit at Harney Street, and approximately 350 feet north of the centerline of Harney Street.
7. State will retain ownership and maintenance responsibility for the overpass structure for NE Halsey Street.

AGENCY OBLIGATIONS

1. Agency agrees to accept jurisdiction and control of the Unit on the Transfer Date, and to operate and maintain as part of its road system as long as needed for the service of persons living thereon or a community served thereby including all traffic signals, signs and

illumination, stormwater drainage facilities, and all things and appurtenances within the transferred right of way unless otherwise excluded.

2. Agency further agrees to accept all State property rights and interests in the Unit and acknowledges and agrees that all documents that must be lawfully delivered to effectuate the transfer of title, possession and ownership in the Unit, including the Conveyance Document, Transfer Resolution and OHP Amendment, and the Approval Document, shall be deemed delivered on the Transfer Date.
3. Without limiting the generality of Agency's maintenance obligations under Agency Obligations Paragraph 1, Agency expressly agrees to the following:
 - a. In maintaining the Unit, Agency shall ensure that sidewalks, curb ramps, and pedestrian activated signals meet the requirements of the ADA; and
 - b. Agency shall maintain any traffic control devices on the Unit.
4. Agency agrees to remediate curb ramps, adjacent sidewalks and pedestrian-activated signals identified in Exhibit G no later than December 31, 2030 so as to make all identified curb ramps, adjacent sidewalks and pedestrian signals compliant with ADA. As described in this section, "adjacent sidewalks" shall include the curb ramps, signal pushbuttons, audible indicators, turning spaces immediately adjoining the curb ramp used to access the ramp, clear spaces immediately adjoining any signal button to enable a person in a mobility device to access the button, and pavement immediately adjoining a curb ramp used in determining the counter-slope. Remediation shall not include any section of sidewalk, crosswalk, or other pedestrian facility other than that immediately adjoining a curb ramp or pedestrian signal. This paragraph does not limit Agency's obligation under paragraph 3 above.
 - a. ODOT and Agency agree to the following curb ramp completion schedule:
 - i. Agency will remediate all curb ramps within the construction footprint of the Phase 1 paving project by December 31, 2026. This is expected to address approximately 50% of the curb ramps in the corridor.
 - ii. Agency will complete an additional 25% of curb ramps by December 31, 2028 which will address 75% of the curb ramps in the corridor.
 - iii. Agency will complete the final 25% of the curb ramps by December 31, 2030 which will address 100% of curb ramps in the corridor.
 - b. If Agency fails to complete 100% of the ADA curb ramps by December 31, 2030, State may construct missing curb ramps or upgrade curb ramps at these locations and withhold Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred to State to remedy the breach.
 - c. ODOT and Agency will meet annually to review curb ramp planning and progress.

- d. In improving the ramps identified in Exhibit G, Agency agrees to
 - i. Utilize ODOT standards to assess and ensure ADA related improvements comply with the requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT’s processes for design, construction or alteration of sidewalks, curb ramps and pedestrian signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and provide a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. Upon completion of each curb ramp under the ADA related improvements, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State’s Project Manager/Designated Contract for each curb ramp constructed or altered as part of the ADA related improvements. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:

www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx
5. If any portion of the Unit is no longer used for public road purposes, it shall revert to State.
6. Agency agrees to maintain the roadway along all of the Unit, including the surface of the I-84 Bridge (Bridge Numbers 01994 and 07031A) shown in Exhibit B and detailed in Exhibit F, but will not be responsible for the structure of the I-84 Bridge. Detailed maintenance responsibilities for bridge maintenance is provided in Exhibit F.
7. Upon approval of the Transfer Resolution and OHP Amendment and receipt of the Conveyance Document from State, Agency shall submit the Conveyance Document for recording along with any necessary agency resolutions effecting the transfer, including the Transfer Resolution and OHP Amendment, and the Approval Document with the appropriate county recorder’s office as soon as reasonably possible.
8. Agency agrees to protect any Travel Information Council, (TIC), signs that may exist on the Unit from destruction or removal by any intentional act, including construction activity, performed by Agency in accordance with ORS 377.708. After the transfer of jurisdiction, the OTE will retain authority over signs on the road as though they were still a state highway, including the responsibility to contract with State to repair and maintain the signs.
9. Agency agrees to maintain the storm sewers that leave the Unit near the Unit’s north end up to but excluding the maintenance holes identified as AAS001 and AAR997.

10. If the OTC approves the Transfer Resolution and OHP Amendment and upon receipt of the Conveyance Document the rights and obligations of Agency set out in this section of this Agreement shall survive this Agreement's expiration or termination.

GENERAL PROVISIONS

1. Termination.

- a. This Agreement will terminate as provided in Duration of this Agreement Paragraph 10 above.
- b. This Agreement may be terminated by mutual written consent of both Parties.
- c. State or Agency may terminate this Agreement effective upon delivery of written notice to the other party or at such later date as may be established by State, under any of the following conditions:
 - i. If State or Agency fail to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State or Agency, in the exercise of either party's respective reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - ii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited, or if State is prohibited from paying for such work from the planned funding source.
 - iii. If OTC or its designee fails to adopt a Transfer Resolution and OHP Amendment or if the Portland City Council fails to adopt this Jurisdictional Transfer Agreement; and
 - iv. If FHWA fails to approve the transfer of the highway, where FHWA approval is required.
- d. The Parties agree that any funds used for improvements made in preparation of this Agreement will be refunded to the respective Party should termination occur before OTC or its designee adopts a Transfer Resolution and OHP Amendment. This paragraph shall survive termination of this Agreement.
- e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

2. Contribution; Dispute Resolution.

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party

Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

- b. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- c. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- d. Agency shall not be responsible for any costs associated with or joint liability for any Third Party Claim arising out of an incident or event that occurred prior to the Transfer Date and which arose out of or resulted from the State's jurisdiction, control, inspection or maintenance of the Unit, including any Third Party Claim that may be tolled pursuant to HB 4212 if the expiration of the time to commence an action or give notice of a claim falls within the time in which any declaration of a state of emergency issued by the Governor related to COVID-19, and any

extension of the declaration, is in effect, or within 90 days after the declaration and any extension is no longer in effect.

- e. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
3. **Workers' Compensation.** All employers, including State and Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. State and County shall ensure that each of its subcontractors complies with these requirements.
 4. **Right of Entry.** Each Party hereby grants the other Party authority to enter onto each other's right of way for the purpose of performing that Party's duties and obligations under this Agreement. This includes right of entry to complete the projects listed in the attached Exhibit E.
 5. **Maintenance Enforcement.** If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, may provide thirty (30) days written notice specifying the nature of the failure to maintain facilities with reasonable particularity. If Agency cannot remedy the failure within the thirty (30) day period, State may maintain the facility and seek reimbursement from Agency, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law. This section of this agreement shall survive Agreement expiration or termination.
 6. **Compliance with Law.** Agency shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 and ORS 659A.142, as amended; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 7. **Records.** State and Agency acknowledge and agree that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of State and Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

8. **Signatures.** Agency and State certify and represent that the individual(s) signing this Agreement on behalf of the respective parties has been authorized to enter into and execute this Agreement on behalf of the respective parties, under the direction or approval of each respective party's governing body, commission, board, officers, members or representatives, and to legally bind Agency or State, respectively.
9. **Survival and Non-merger.** The Parties agree and understand that this Agreement is for the conveyance of a real property and that upon acceptance and delivery of the deed, the deed is the final and sole expression of the rights of the Parties with respect to the conveyance, except as to those provisions for which the Parties have expressly agreed shall not merge into the deed.
 - a. Pursuant to this understanding, the following paragraphs shall remain in force and effect and survive as separate, enforceable obligations after the Transfer Date: Terms of Agreement Paragraphs 7 (Funding), 9 (Management of Roadway After Transfer); State Obligations Paragraph 5-7 (Maintenance); Agency Obligations Paragraphs 3 – 6 and 9 (Maintenance and ADA Obligations), 8 (TIC Signs); General Provisions Paragraphs 4 (Right of Entry), 7 (Records), and 9 (Survival).
 - b. Pursuant to this understanding, the following paragraphs shall remain in force and effect and survive as separate, enforceable obligations after the Transfer Date, only with respect to ongoing obligations under this agreement: General Provisions Paragraphs 1.c and d (Termination), 2 (Contribution; Dispute Resolution), 3 (Workers' Compensation), 5 (Maintenance Enforcement), 6 (Compliance with Law), 8 (Signatures), and 14 (Merger; Waiver; Modifications).
10. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original
14. **Merger; Waiver; Modifications.** This Agreement and attached Exhibits A-1, A-2, A-3, B, C, D, E, F and G constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF PORTLAND, by and through its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL
(If required in Agency's process)**

By _____
County Counsel

Date _____

City Contact:
Chris Warner, PBOT Director
1120 SW Fifth Ave., Suite 1331
Portland, OR 97204
chris.warner@portlandoregon.gov

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
State Right of Way Manager

Date _____

By _____
Region 1 Manager

Date _____

By _____
Region 1 Right of Way Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

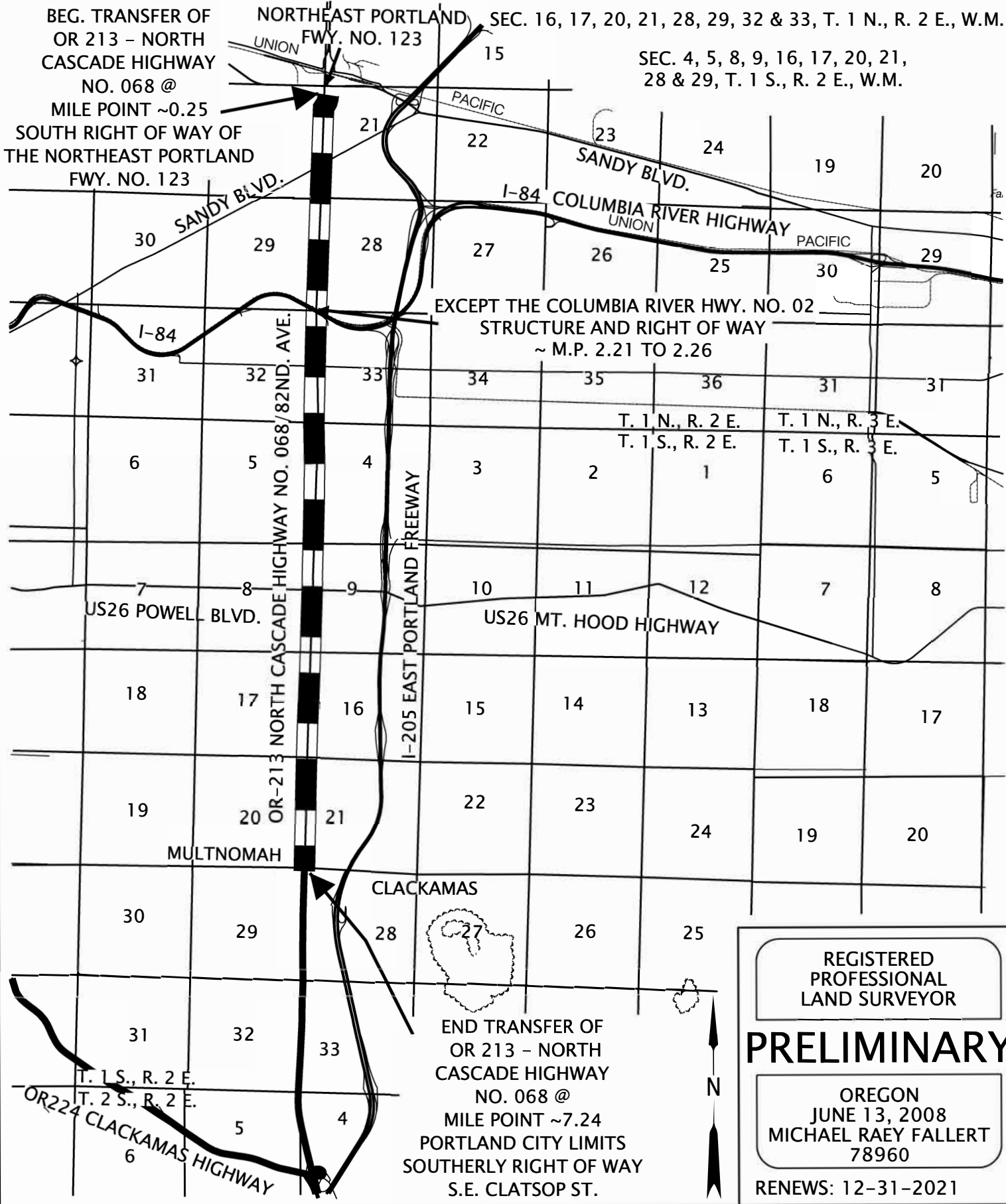
State Contact
Rian Windsheimer, Region 1 Manager
123 NW Flanders Street
Portland, OR 97209
rian.m.windsheimer@odot.oregon.gov

Transfer To The City of Portland

All that portion of the active Right of Way of the existing North Cascade Highway No. 068 consisting of all properties contiguously attached to and in support of said active Right of Way and lying within Sections 16, 17, 20, 21, 28, 29, 32 & 33, Township 1 North, Range 2 East; Sections 4, 5, 8, 9, 16, 17, 20, 21, 28 & 29, Township 1 South, Range 2 East, W.M. of Multnomah & Clackamas Counties, Oregon, consisting of the following part:

Unit A being all the right of way boundaries of the existing North Cascade Highway No. 068 beginning at the Northerly intersection of said highway and the Southerly Right of Way of the Northeast Portland Freeway No. 123 at approximately mile point 0.25; thence Southerly to the end of Unit A at the Southerly intersection of said highway and the Southerly right of way of Southeast Clatsop Street at approximate Mile Point 7.24. Said point being the Southerly City Limits of the City of Portland.

EXCEPT therefrom the structure and right of way of the Columbia River Highway No. 02 from approximate mile point 2.21 to 2.26.




REGISTERED
PROFESSIONAL
LAND SURVEYOR

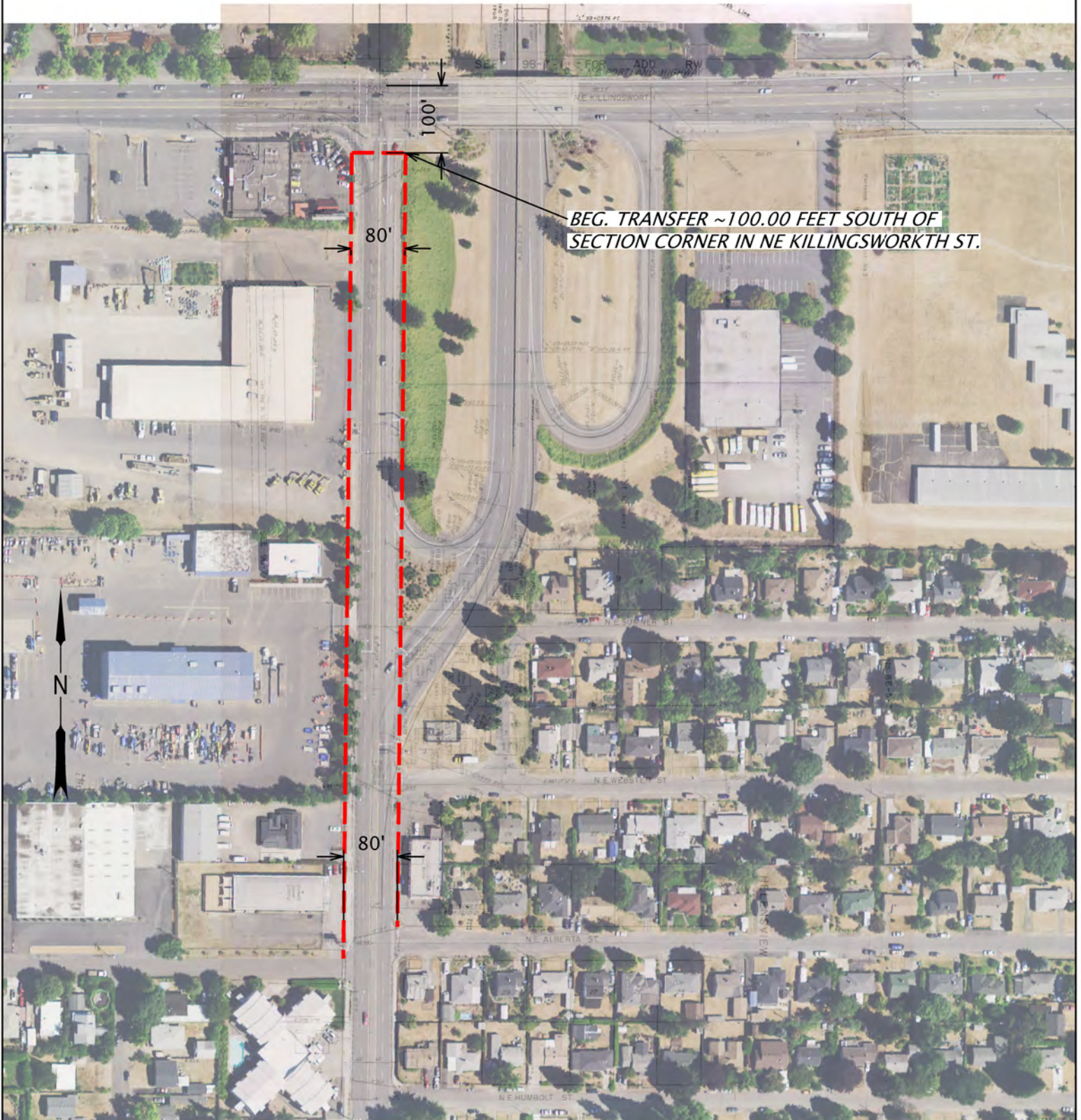
PRELIMINARY

OREGON
JUNE 13, 2008
MICHAEL RAEY FALLERT
78960

RENEWS: 12-31-2021

 <p>OREGON DEPARTMENT OF TRANSPORTATION JURISDICTIONAL TRANSFER NO. 849 EXHIBIT A-2 SHEET 1 OF 1</p>	SECTION	82 ND AVE.	SCALE	1" = 7200'
	HIGHWAY	CASCADE	DATE	SEP., 2021
	COUNTY	MULTNOMAH & CLACKAMAS	SEE DRG'S. 1A-13-13, 7B-29-19, 8B-5-3, 9B-26-16, 9B-26-17, 10C-54-17, 11B-7-25, 11B-7-20, 11B-7-24, & RW9556M	

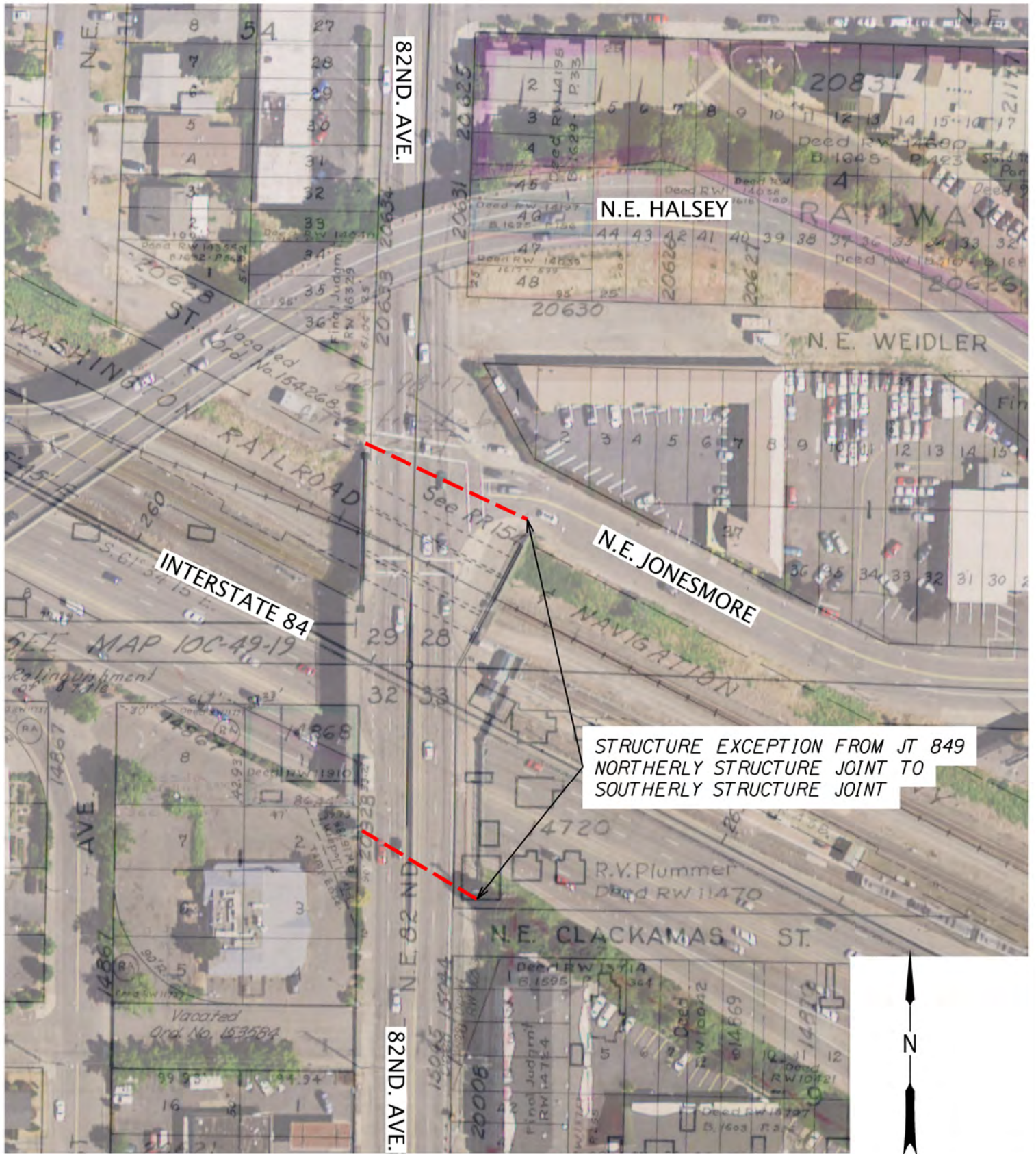
SEC. 20 & 21 , T. 1 S., R. 2 E., W.M.




OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
ENGINEERING
 SKETCH MAP EXHIBIT A-3

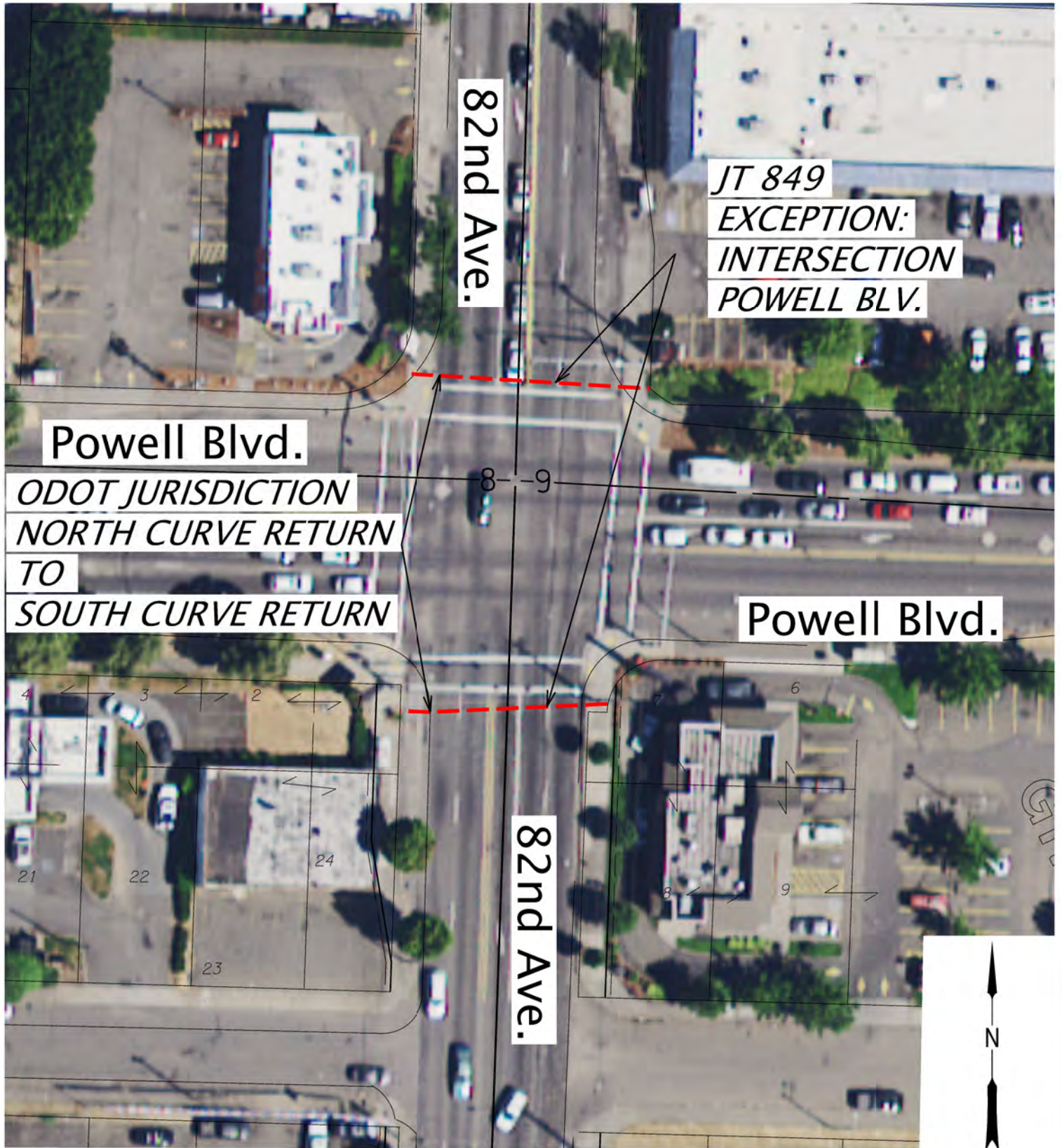
SECTION	82ND AVE.		
HIGHWAY	NORTH CASCADE	SCALE	1" = 200'
COUNTY	MULTNOMAH	FILE	JT 849
DATE	DEC., 2021	SEE DRAWING 8B-5-3	

SEC. 28, 29, 23, 33, T. 1 N., R. 2 E., W.M.



 <p>OREGON DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENGINEERING SKETCH MAP EXHIBIT B</p>	SECTION	<i>82ND AVE.</i>	
	HIGHWAY	<i>NORTH CASCADE</i>	SCALE <i>1" = 100'</i>
	COUNTY	<i>MULTNOMAH</i>	FILE <i>JT 849</i>
	DATE	<i>JAN., 2022</i>	<i>SEE DRAWING 6B-28-8</i>

SEC. 8 & 9, T. 1 S., R. 2 E., W.M.



OREGON DEPARTMENT OF TRANSPORTATION



**RIGHT OF WAY
ENGINEERING
SKETCH MAP EXHIBIT C**

SECTION	82ND AVE.	
HIGHWAY	NORTH CASCADE	SCALE 1" = 50'
COUNTY	MULTNOMAH	FILE JT 849
DATE	JAN., 2022	SEE DRAWING 9B-26-16

EXHIBIT D

**Approval and Acceptance of Jurisdictional Transfer
& Quitclaim of Active Right of Way**

_____ **Section**
_____ **Highway**
_____ **County**

The _____ [Insert name of County, City or other jurisdiction] agree, by its signature below, its approval, pursuant to ORS 93.808, and acceptance of the following conveyance from the [Insert one: State, Count, City or other jurisdiction transferring the property] to the _____ [choose one: State, County, City or other Jurisdiction that will be taking title to the property]

All right, title, and interest, including jurisdiction, maintenance and control, of the ____ Section of the _____ Highway, state highway No. _____ in _____ County, Oregon, and the state highway system, in Unit Insert Unit Number, as described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and by this reference made a part hereof, shall be conveyed to _____ [choose one: State, County, City or other Jurisdiction that will be taking title to the property] as (a) portion(s) of its road system as long as needed for the service of persons living thereon or for a community served thereby and so long as such roadway is used for public right-of-way purposes.

Accepted By:

_____ Insert name of County, City or other jurisdiction, by and through its elected officials, or State if State is accepting roadway

By _____

Title _____

Date _____

By _____

Title _____

Date _____



May 28, 2021

Senator Betsy Johnson, Co-Chair
Senator Elizabeth Steiner Hayward, Co-Chair
Representative Dan Rayfield, Co-Chair
Joint Committee on Ways and Means
Oregon State Legislature
900 Court Street, NE
Salem, OR 97301

Re: Safety Improvement for OR-213 in Portland

Dear Co-Chairs Johnson, Steiner Hayward, and Rayfield,

State Highway OR-213, also known as 82nd Avenue, is a defining roadway in Portland and is located in one of the most diverse areas of our state. Destinations like the Jade District and Montavilla make 82nd Avenue a citywide attraction for restaurants, shopping, and services. It is a regionally significant transportation corridor, hosting one of TriMet's busiest bus lines, serving 20,000 to 30,000 vehicle trips a day, and providing a critical north-south connection. A safe, well-functioning 82nd Avenue is important to both the City of Portland and the State.

The 82nd Avenue of today functions very differently than it did when it was built as a state highway. The construction of I-205 running parallel to the state highway shifted long-distance travel and commerce off 82nd Avenue. Today, most trips on 82nd are local and provide access to businesses and destinations. As such, and to ensure greater responsiveness to evolving community needs, both the Oregon Department of Transportation (ODOT) and Portland Bureau of Transportation (PBOT) agree that the City should own, operate and maintain the facility with a funding plan to bring 82nd Avenue to state of good repair and basic safety. Managing 82nd Avenue with an eye towards the future and addressing safety, climate and equity outcomes is critical to supporting the ability of people and businesses in this corridor to thrive.

82nd Avenue has significant needs. It is one of the highest crash roads in Portland for people walking, biking, and driving. Tragically, 16 traffic-related deaths occurred on 82nd Avenue between 2007 and 2018. As you may know, two pedestrians were killed on 82nd Avenue last month while trying to cross the street. While both ODOT and PBOT continue to invest in 82nd Avenue as shown in Figure 1, the current pace of investment is nowhere near sufficient.

We find ourselves in a unique circumstance with full agreement on what should be done on 82nd Avenue, but without complete funding to make the changes. We express our gratitude to the nine Portland Metro region legislators for their letter requesting support for much needed safety investments on 82nd Avenue. In light of these circumstances and in recognition of the long-term benefits to the community, ODOT and PBOT propose the plan detailed below for executing a jurisdictional transfer from the State to the City of Portland.

ODOT and PBOT agree that the total cost to transfer 82nd Avenue from the State to the City of Portland is \$185M, excluding the structures over I-84 and the Union Pacific Railroad/light rail. As shown in Table 1, this would include the cost of bringing signals, lighting, ADA ramps, pavement, and stormwater to state of good repair, and addressing some of the most urgent deficiencies in sidewalks and pedestrian crossings. All of these improvements align with the City’s future vision for the roadway. To address the safety issues described, roughly \$95M of the \$185M would be allocated directly toward safety improvements. With a commitment of \$80M from the legislature for those near-term safety upgrades, ODOT and PBOT would immediately initiate these investments on 82nd Avenue, as shown in Figure 2. Further, with this \$80M commitment, ODOT and PBOT commit to making the additional investments necessary to reach the \$185M cost to transfer. Contingent on this contribution from the legislature, ODOT commits to allocating \$70M of additional funds toward 82nd Avenue and PBOT commits to the remaining \$35M.¹ We will execute an IGA by January 2022 establishing the agreement to transfer. A breakdown of these investments and contributions are shown in the tables below.

Table 1: Elements of Transfer Cost

Type of Investment	Amount included in cost to transfer (<i>adjusted to 2022 \$</i>)
Safety Investments:	\$95M
<i>Pedestrian crossings, sidewalks, driveways, lighting & systemic safety treatments</i>	\$53M
ADA	\$12M
Signals	\$30M
Pavement	\$78M
Stormwater	\$12M
Total Transfer Cost	\$185M

Note: ODOT will retain ownership of structures over I-84 and the UPRR/light rail.

Table 2: Contributions to Fund Transfer

	Cost (\$2022)	Investments
Legislature	\$80M	Immediate safety projects including 6-10 enhanced or new crossings, lighting, and intersection improvements. Cross section planning and project development to maximize public benefit and leverage outside funding sources. Sidewalk improvements, ADA and pavement investments in one portion of 82 nd Avenue.
ODOT	\$70M	Contribution toward pavement and state of good repair. Potential leverage toward federal project.
City of Portland	\$35M	Complete state of good repair and make additional investments basic safety. Potential leverage toward federal project.
Total	\$185M	

¹ ODOT’s \$70M contribution is contingent upon commitment of state and local funds and approval by the Oregon Transportation Commission, and is in addition to currently programmed projects. ODOT’s \$70M contribution includes \$3.35M already approved by OTC in May 2021, and will additionally comprise a variety of state and federal sources, which may include but are not limited to: regional and statewide funds to support ADA work, regional and statewide funds to improve bicycle/pedestrian connectivity and safety, regional and statewide safety funds, and regional funds to bring pavement up to a state of good repair. ODOT will work to ensure this \$70M contribution is spread across funding years in order to minimize statewide impact while enabling swift allocation of committed funds leading to ultimate transfer to the city.

Again, we extend our thanks to the nine Metro region legislators for setting a path towards much needed investments and jurisdictional transfer. We know we cannot fully meet the community vision and transformation of 82nd Avenue on our own and in the near term; Metro's recent "Get Moving" transportation funding measure identified \$530M worth of need to meet that vision on this critically important road. However, these investments, if endorsed by the legislature, along with the transfer of the facility, will be significant steps toward achieving that vision.

Thank you for your consideration,

A handwritten signature in black ink that reads "Chris Warner". The signature is fluid and cursive, with the first name "Chris" and last name "Warner" clearly legible.

Chris Warner, Director
Portland Bureau of Transportation

A handwritten signature in blue ink that reads "Kristopher W. Strickler". The signature is cursive and written in a darker blue color.

Kristopher Strickler, Director
Oregon Department of Transportation

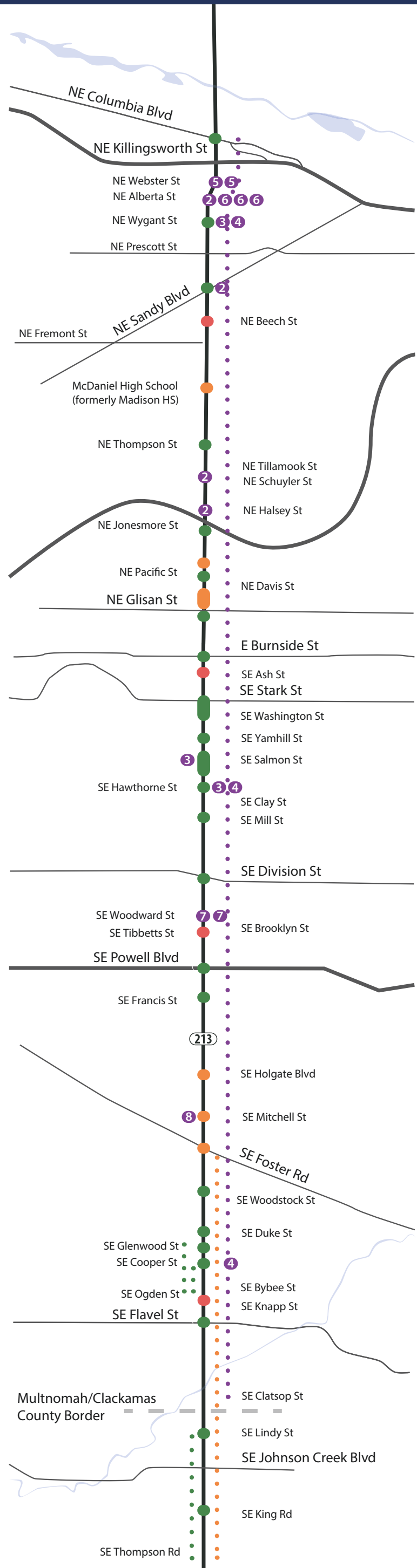
82nd Avenue

Over \$63 million invested along 82nd Avenue through previous and upcoming projects.

OVER \$27 MILLION IN STATE AND CITY PROJECTS COMPLETED DURING THE PAST 10 YEARS

OVER \$29 MILLION IN STATE PROJECTS PLANNED FOR/UNDER CONSTRUCTION NEXT 5 YEARS

- NE Killingsworth St to NE Prescott St**
Sidewalk infill west side
- PBOT 82nd Ave**
Long-range plan Adopted in 2019
- NE Wygant St**
Pedestrian island \$17,000
- NE Alberta St to NE Prescott St**
Sidewalk infill east side
- NE Thompson St**
Pedestrian island \$14,000
- NE Pacific St**
Pedestrian island \$15,000
- E Burnside St**
Signal upgrades
Curb ramps
Improved signage
- SE Ash St & SE Salmon St**
Pedestrian islands
Curb ramps
- SE Hawthorne St**
Pedestrian island \$10,000
- SE Division St**
Signal upgrades
Curb ramps
Relocated bus stop
Rapid Flash Beacon
Crosswalk
Additional \$200,000 in improvements
- SE Francis St**
Pedestrian island
Rapid Flash Beacon
Sidewalk infill \$43,000
- SE Glenwood St to SE Bybee St**
Sidewalk infill east side
- SE Duke St**
Signal upgrades
Curb ramps
Relocated bus stop \$1.5 million
- SE Lindy St to SE King St**
Sidewalk infill
Paving
Curb ramps \$6.9 million
- NE Columbia Blvd**
Signal at SB ramp
Turn lanes added \$1.1 million
- Implementation Plan**
Long-range plan
NE Columbia Blvd to Johnson Creek \$400,000
- NE Sandy Blvd**
Signal upgrades
Improved signage
Curb ramps \$1.4 million
- NE Jonesmore St**
Pedestrian median
Fence \$231,000
- NE Glisan St**
Paving
Curb ramps \$149,000
- SE Stark St to SE Washington St**
Signal upgrades
Curb ramps
Sidewalk upgrades
Improved signage
- SE Yamhill St**
Signal upgrades
Curb ramps
- SE Mill St**
Signal upgrades
Curb ramps
Improved signage
- SE Powell Blvd**
Signal upgrade
Curb ramps added
Traffic separator \$282,000
- SE Woodstock St, SE Foster Rd, & SE Flavel St**
Signal upgrades
Curb ramps \$4.5 million
- SE Cooper St**
Pedestrian island \$18,000
- SE Cooper St to SE Bybee St**
Sidewalk infill west side
- SE King Rd to Mt. Scott Creek Bridge**
Paving
Curb ramps \$4 million



Legend

● ● ● ● ● Project site
May 2021

Immediate Safety Improvement Program adds \$3.35 million in 2021





**Some locations yet to be identified.*

Over \$4 million in city-funded projects under construction 2022-2024

- 5 NE Webster St**
Crosswalk upgrades
Curb ramps
Start 2021 \$750,000
- 6 NE Alberta St**
Rapid Flash Beacon
Median island
Crosswalk upgrades
Curb ramps
Start 2021 \$1.2 million
- 3 NE Wygant St, SE Hawthorne Blvd & SE Salmon St**
Bus stop relocations
Start 2021 \$5,000
- 2 NE Alberta St, NE Sandy Blvd, NE Halsey St, NE Tillamook St & other sites***
Digital feedback signs
10 locations total
Start 2021 \$175,000
- 4 NE Wygant St, SE Hawthorne Blvd & SE Cooper St**
Reflective signing
Striping
Illumination
Start 2021 \$200,000
- 7 SE Woodward St**
Pedestrian countdown timers
Crosswalk upgrades
Curb ramps
Start 2021 \$550,000
- 8 SE Mitchell St**
Advance installation of Rapid Flash Beacon from existing STIP project
Summer 2021 \$400,000
- 1 82nd Avenue Corridor**
Permanent Speed Zone Reduction from 35 MPH to 30 MPH
Summer 2021 \$75,000
- McDaniel High School**
Signal upgrades
Crosswalk upgrades
Start 2020 \$1.1 million
- NE Pacific St**
Rapid Flash Beacon
Start 2021 \$658,000
- NE Davis St (Vestal Elementary)**
Improved crossing
Start 2023 \$1.3 million
- NE Glisan St**
New traffic signal
Start 2023 \$3.7 million
- NE Beech St & SE Ash St**
Enhanced crossings
Start 2022 \$1.4 million
- SE Brooklyn St or SE Tibbetts St**
Multi-use path
Curb ramps
Rapid Flash Beacon
Start 2024 \$1.4 million
- SE Holgate Blvd**
Curb ramp
Start 2021 Approx. \$300,000
- SE Foster Rd to SE Thompson Rd**
Paving
Sidewalk infill
Curb ramps
Rapid Flash Beacons
Start 2022 \$21.6 million
- SE Mitchell St**
Rapid Flash Beacon
Start 2021 Approx. \$700,000
- SE Ogden St or SE Knapp St**
Multiuse path
Curb ramps
New traffic signal
Start 2023 \$1.4 million

FIGURE 2. 82ND AVENUE PROPOSED \$80M INITIAL SAFETY INVESTMENT

PBOT and ODOT will take near-term action to invest in urgent safety improvements.

-  1. Potential crossing location
-  2. Add lighting where missing
-  2 & 3. Corridor-wide improved lighting and systemic safety
-  3. Identified intersection safety upgrades

	DELIVERY TIMEFRAME	BUDGET
1. Additional new or enhanced crossings (6 to 10) Locations to be determined, drawing on unfunded locations identified in PBOT's 82nd Avenue Plan.	1-2 years	\$10-12M
2. Lighting for safety throughout the corridor Fill in lighting where it is missing on one side, add pedestrian lighting at crossings and intersections, and upgrade existing lighting to meet standards.	1-2 years	\$10-12M
3. Intersection safety enhancements Systemic safety and intelligent transportation system investments, including treatments such as leading pedestrian intervals, protected left turn phasing, high visibility crossings, etc.	1-4 years	\$8-10M
4. Cross Section Planning and Project Development PBOT-led project development and implementation planning to develop envisioned cross section and transit investment approach.	0-4 years	\$2-3M
5. Sidewalk improvements, ADA, signals, and pavement investments Depending on the outcome of the cross section planning, invest in pavement, sidewalks, ADA ramps, signals, and safety upgrades on a portion of 82nd Ave.	2-4 years	\$43-50M
TOTAL		\$80M

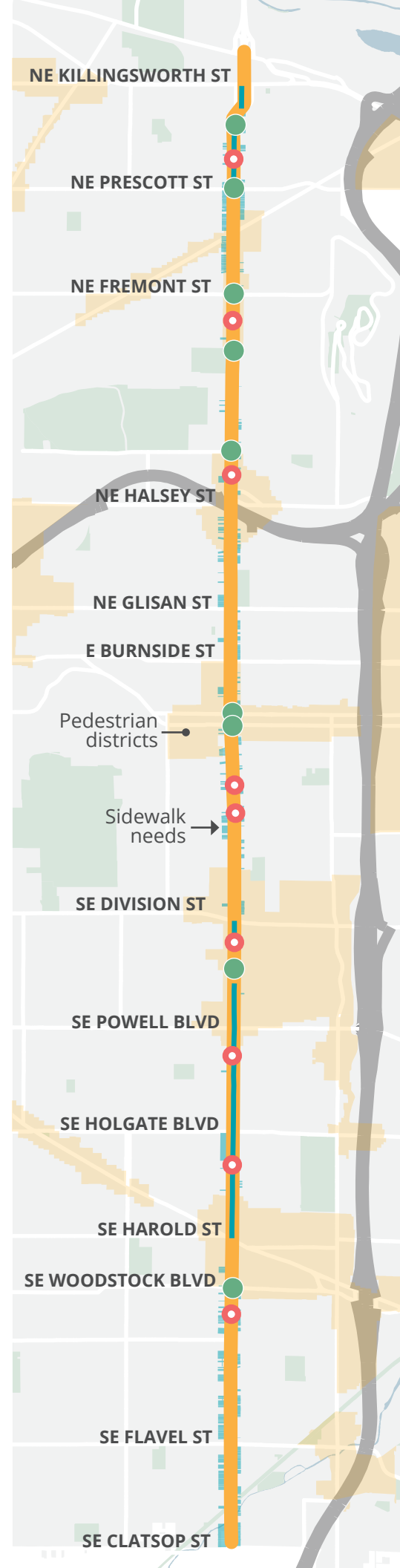


Exhibit F ODOT/PBOT Agreements for 82nd Avenue Bridge over I-84

The 82nd Avenue bridges over I-84 are excluded from the transfer of 82nd Avenue from ODOT to the City of Portland. This exhibit further defines the ongoing roles for asset ownership, maintenance and operations after the transfer is complete.

This Exhibit does not apply to the Halsey overcrossing. 82nd Avenue roadway will transfer to PBOT and the structure carrying Halsey Street over 82nd Avenue is ODOT's maintenance responsibility. Bridge support structures outside the edge of the sidewalk along 82nd Avenue, including columns, slope paving, screening, and abutments, will be ODOT's responsibility to maintain.

Structural Elements

ODOT will retain ownership of the structural elements of the bridge. PBOT will have some maintenance responsibilities as defined in Table 1. Any changes to the bridge structure required to support changes from PBOT-owned assets will be ODOT's responsibility (assessment, design, permitting, construction, funding).

Table 1. Ownership and maintenance responsibilities for bridge structure

Element Description	Ownership	Maintenance
Concrete South End Panel/Impact Panel	ODOT	ODOT
Abutments	ODOT	ODOT
Wingwalls	ODOT	ODOT
Bridge Rails - To Termini	ODOT	ODOT
Retaining walls parallel to I-84	ODOT	ODOT
Bridge Protective Fencing	ODOT	ODOT
Concrete bridge rail below glass panels	ODOT	ODOT
Concrete Curbs Between Joints	ODOT	PBOT: routine maintenance that does not require ODOT Bridge review/ approval/ permitting ODOT: major structural or any other repairs that require ODOT Bridge review/ approval/ permitting
Concrete Median Barrier	ODOT	PBOT: routine maintenance that does not require ODOT Bridge review/ approval/ permitting ODOT: major structural or any other repairs that require ODOT Bridge review/ approval/ permitting

Concrete Sidewalks Including ADA ramps	ODOT	PBOT: routine maintenance ODOT: major structural repairs that require ODOT Bridge review/ approval /permitting, including rebuilding non ADA-compliant curb ramps
Approach Guardrail	ODOT	PBOT: maintenance ODOT: upgrades and modifications
Pedestrian Rail on SW Wingwall	PBOT	PBOT
Retaining Wall at SW Approach	PBOT	PBOT
Bridge Joints	ODOT	PBOT: maintain asphaltic plug joints in-kind or pourable joint seal per PBOT's discretion ODOT: all other joint work, modifications, or upgrades

Roadway

PBOT will be generally responsible for maintaining and operating the roadway across the bridge. ODOT will have some maintenance responsibilities as defined in Table 2. Any changes to the roadway that impact the bridge structure will be ODOT's responsibility (assessment, design, permitting, construction, funding).

Table 2. Maintenance and operations responsibilities for roadway

Element Description	Maintenance	Notes
Asphalt Wearing Surface	PBOT	PBOT
Waterproofing Membrane	PBOT	ODOT is responsible if the material fails despite pavement being in serviceable condition. PBOT is responsible for replacing the bridge deck waterproofing membrane with a product of its choosing if the existing membrane is damaged during PBOT paving operations.

Pavement Striping	PBOT	
Crosswalk Striping	PBOT	
Stormwater inlets	PBOT	Deck and inlet cleaning
Stormwater lines	ODOT	Drain line cleaning and repairs, including vactoring

Right of Way

Right of way adjacent to the bridge will be maintained jointly by PBOT and ODOT as described in Table 3.

Table 3. Maintenance responsibilities for right of way

Element Description	Maintenance	Notes
Chain Link Fences	ODOT	
Vegetation Removal	PBOT	
Graffiti Abatement	PBOT ODOT: any areas that require I-84 access or closure	

Signs, Street Lights, and Signals

Table 4 defines ownership, operations and maintenance responsibilities for signals, lights, and signs on the I-84 structure. Any changes to the bridge structure required to support changes from PBOT-owned assets will be ODOT's responsibility (assessment, design, permitting, construction, funding).

Table 4. Maintenance and ownership responsibilities for signs, lights, and signals

Element Description	Ownership	Operations/maintenance
Jonesmore traffic signal	ODOT: foundation and structural elements PBOT: pole and signal heads	ODOT: maintenance of foundation PBOT: maintenance of pole and signal heads, operations
Signage on Light/Signal Posts (particularly large signs related to the highway system)	ODOT	ODOT: reconstruction PBOT: maintenance
Signage Mounted to Side of Bridge	ODOT	ODOT
Interstate Signage in General	ODOT	ODOT

Street Signage on Posts Including Posts and Anchorages	PBOT/TriMet	PBOT/TriMet
Cobra head street lighting	ODOT: foundation and structural elements PBOT: Light pole	ODOT: maintenance of foundation PBOT: maintenance of light, operations

Transit

TriMet is responsible for continued ownership and maintenance of transit assets on the bridge structure through agreement with ODOT. These assets will not transfer to PBOT:

- Glass panels and fencing
- Concrete pilasters supporting glass fence panels above primary bridge rail
- Globe ornamental street lighting
- Trash receptacles
- Bike racks and lockers
- Art installation

Exhibit G

Jurisdictional Transfer (JT 849)

North Cascade Highway – City of Portland

HWY 068 MP -0.14 – 7.23

1. HWY 068 MP 0.44 (068AE CONN. (NE 82ND AVE.) M.P. 2C0.44.)
2. HWY 068 MP 0.49 (NE ALBERTA ST.)
3. HWY 068 MP 0.53 (NE HUMBOLDT ST.)
4. HWY 068 MP 0.56 (NE WYGANT ST.)
5. HWY 068 MP 0.62 (NE GOING ST. (NE GOING PL.))
6. HWY 068 MP 0.66 (NE GOING ST.)
7. HWY 068 MP 0.75 (NE PRESCOTT ST.)
8. HWY 068 MP 0.86 (NE SKIDMORE ST.)
9. HWY 068 MP 0.95 (NE SANDY BLVD.)
10. HWY 068 MP 1.04 (NE FAILING ST.)
11. HWY 068 MP 1.15 (NE BEECH ST.)
12. HWY 068 MP 1.20 (NE MILTON ST.)
13. HWY 068 MP 1.25 (NE FREMONT ST.)
14. HWY 068 MP 1.37 (NE KLUCKITAT ST.)
15. HWY 068 MP 1.50 (SE SISKIYOU ST.)
16. HWY 068 MP 1.64 (ENTRANCE TO PRESIDENT JAMES MADISON HIGH SCHOOL)
17. HWY 068 MP 1.75 (NE RUSSEL ST.)
18. HWY 068 MP 1.80 (NE BRAZEE ST.)
19. HWY 068 MP 1.85 (NE SACRAMENTO ST.)
20. HWY 068 MP 1.87 (NE THOMPSON ST.)
21. HWY 068 MP 1.90 (NE THOMPSON ST.)
22. HWY 068 MP 1.95 (NE EUGENE ST.)
23. HWY 068 MP 2.00 (NE TILLAMOOK ST.)
24. HWY 068 MP 2.06 (NE HANCOCK ST.)
25. HWY 068 MP 2.11 (NE SCHUYLER ST.)
26. HWY 068 MP 2.15 (NE BROADWAY RD.)

Jurisdictional Transfer
JT 849

27. HWY 068	MP 2.22 (NE JONESMORE ST.)
28. HWY 068	MP 2.33 (NE WASCO ST.)
29. HWY 068	MP 2.38 (NE MULTNOMAH ST.)
30. HWY 068	MP 2.43 (NE HASSALO ST.)
31. HWY 068	MP 2.49 (NE HOLLADAY ST.)
32. HWY 068	MP 2.53 (NE PACIFIC ST.)
33. HWY 068	MP 2.61 (NE OREGON ST.)
34. HWY 068	MP 2.75 (NE GLISAN ST.)
35. HWY 068	MP 2.84 (NE EVERETT ST.)
36. HWY 068	MP 2.87 (NE DAVIS ST.)
37. HWY 068	MP 2.94 (NE COUCH ST.)
38. HWY 068	MP 3.00 (E BURNSIDE ST.)
39. HWY 068	MP 3.11 (SE ASH ST.)
40. HWY 068	MP 3.16 (SE PINE ST.)
41. HWY 068	MP 3.20 (SE OAK ST.)
42. HWY 068	MP 3.25 (SE STARK ST.)
43. HWY 068	MP 3.30 (SE WASHINGTON ST.)
44. HWY 068	MP 3.35 (SE ALDER ST.)
45. HWY 068	MP 3.40 (SE MORRISON ST.)
46. HWY 068	MP 3.45 (SE YAMHILL ST.)
47. HWY 068	MP 3.50 (SE TAYLOR ST.)
48. HWY 068	MP 3.54 (SE TAYLOR CT.)
49. HWY 068	MP 3.59 (SE SALMON ST.)
50. HWY 068	MP 3.63 (SE MAIN ST.)
51. HWY 068	MP 3.68 (SE MADISON ST.)
52. HWY 068	MP 3.69 (SE MADISON ST.)
53. HWY 068	MP 3.72 (SE HAWTHORNE BLVD.)
54. HWY 068	MP 3.74 (SE HAWTHORNE BLVD.)
55. HWY 068	MP 3.77 (SE CLAY ST.)
56. HWY 068	MP 3.79 (SE CLAY ST.)
57. HWY 068	MP 3.82 (SE MARKET ST.)
58. HWY 068	MP 3.87 (SE MILL ST.)
59. HWY 068	MP 3.99 (SE HARRISON ST.)
60. HWY 068	MP 4.15 (MIDBLOCK CROSSING)
61. HWY 068	MP 4.24 (SE DIVISION ST.)

Jurisdictional Transfer
JT 849

62. HWY 068	MP 4.33 (SE CLINTON ST.)
63. HWY 068	MP 4.42 (SE TAGGART ST.)
64. HWY 068	MP 4.47 (SE WOODWARD ST.)
65. HWY 068	MP 4.54 (SE BROOKLYN ST.)
66. HWY 068	MP 4.57 (SE TIBBETTS ST.)
67. HWY 068	MP 4.63 (SE KELLY ST.)
68. HWY 068	MP 4.67 (SE FRANKLIN ST.)
69. HWY 026	MP 5.04 (HWY.068 (SE 82ND AVE.) M.P.4.75.)
70. HWY 068	MP 4.79 (SE RHINE ST.)
71. HWY 068	MP 4.83 (SE LAFAYETTE ST.)
72. HWY 068	MP 4.88 (SE RHONE ST.)
73. HWY 068	MP 4.93 (SE BUSH ST.)
74. HWY 068	MP 4.98 (SE FRANCIS ST.)
75. HWY 068	MP 5.00 (MIDBLOCK CROSSING)
76. HWY 068	MP 5.02 (SE CENTER ST.)
77. HWY 068	MP 5.07 (SE GLADSTONE ST.)
78. HWY 068	MP 5.12 (SE BOISE ST.)
79. HWY 068	MP 5.16 (SE CORA ST.)
80. HWY 068	MP 5.24 (SE HOLGATE BLVD.)
81. HWY 068	MP 5.40 (SE SCHILLER ST.)
82. HWY 068	MP 5.47 (SE LIEBE ST.)
83. HWY 068	MP 5.50 (SE RAYMOND ST.)
84. HWY 068	MP 5.56 (SE RAYMOND CT.)
85. HWY 068	MP 5.60 (SE MITCHELL ST.)
86. HWY 068	MP 5.72 (SE INSLEY ST.)
87. HWY 068	MP 5.76 (SE FOSTER RD.)
88. HWY 068	MP 5.80 (SE ELLIS ST.)
89. HWY 068	MP 5.85 (SE REEDWAY ST.)
90. HWY 068	MP 5.89 (SE RAMONA ST.)
91. HWY 068	MP 5.91 (SE RAMONA ST.)

Jurisdictional Transfer
JT 849

92. HWY 068	MP 5.95 (SE BYBEE BLVD.)
93. HWY 068	MP 5.98 (SE WOODSTOCK BLVD.)
94. HWY 068	MP 6.04 (SE BYBEE BLVD.)
95. HWY 068	MP 6.08 (SE CARLTON ST.)
96. HWY 068	MP 6.12 (SE TOLMAN ST.)
97. HWY 068	MP 6.18 (SE HENRY ST.)
98. HWY 068	MP 6.24 (SE DUKE ST.)
99. HWY 068	MP 6.29 (SE CLAYBOURNE ST.)
100. HWY 068	MP 6.33 (SE GLENWOOD ST.)
101. HWY 068	MP 6.37 (SE GLENWOOD ST.)
102. HWY 068	MP 6.40 (SE COOPER ST.)
103. HWY 068	MP 6.48 (SE BYBEE BLVD.)
104. HWY 068	MP 6.50 (SE BYBEE BLVD.)
105. HWY 068	MP 6.58 (SE OGDEN ST.)
106. HWY 068	MP 6.62 (SE KNAPP ST.)
107. HWY 068	MP 6.64 (SE HENDERSON ST.)
108. HWY 068	MP 6.73 (SE FLAVEL ST.)
109. HWY 068	MP 6.78 (SE MALDEN ST.)
110. HWY 068	MP 6.81 (START OF SIDEWALK)
111. HWY 068	MP 6.82 (END OF SIDEWALK)
112. HWY 068	MP 6.83 (SE MALDEN CT.)
113. HWY 068	MP 6.86 (SE LAMBERT ST.)
114. HWY 068	MP 6.98 (SE CRYSTRAL SPRINGS BLVD.)
115. HWY 068	MP 7.02 (MIDBLOCK CROSSING)
116. HWY 068	MP 7.08 (SE HARNEY ST.)
117. HWY 068	MP 7.17 (SE SHERRETT ST.)
118. HWY 068	MP 7.23 (SE CLATSOP ST.)

Location Ratings:

GOOD: Do not require remediation

NOT NEEDED: Do not require remediation

POOR, FAIR or MISSING: Remediation required

Total Curb Ramps Requiring Remediation:

GOOD: 87 Ramp Positions

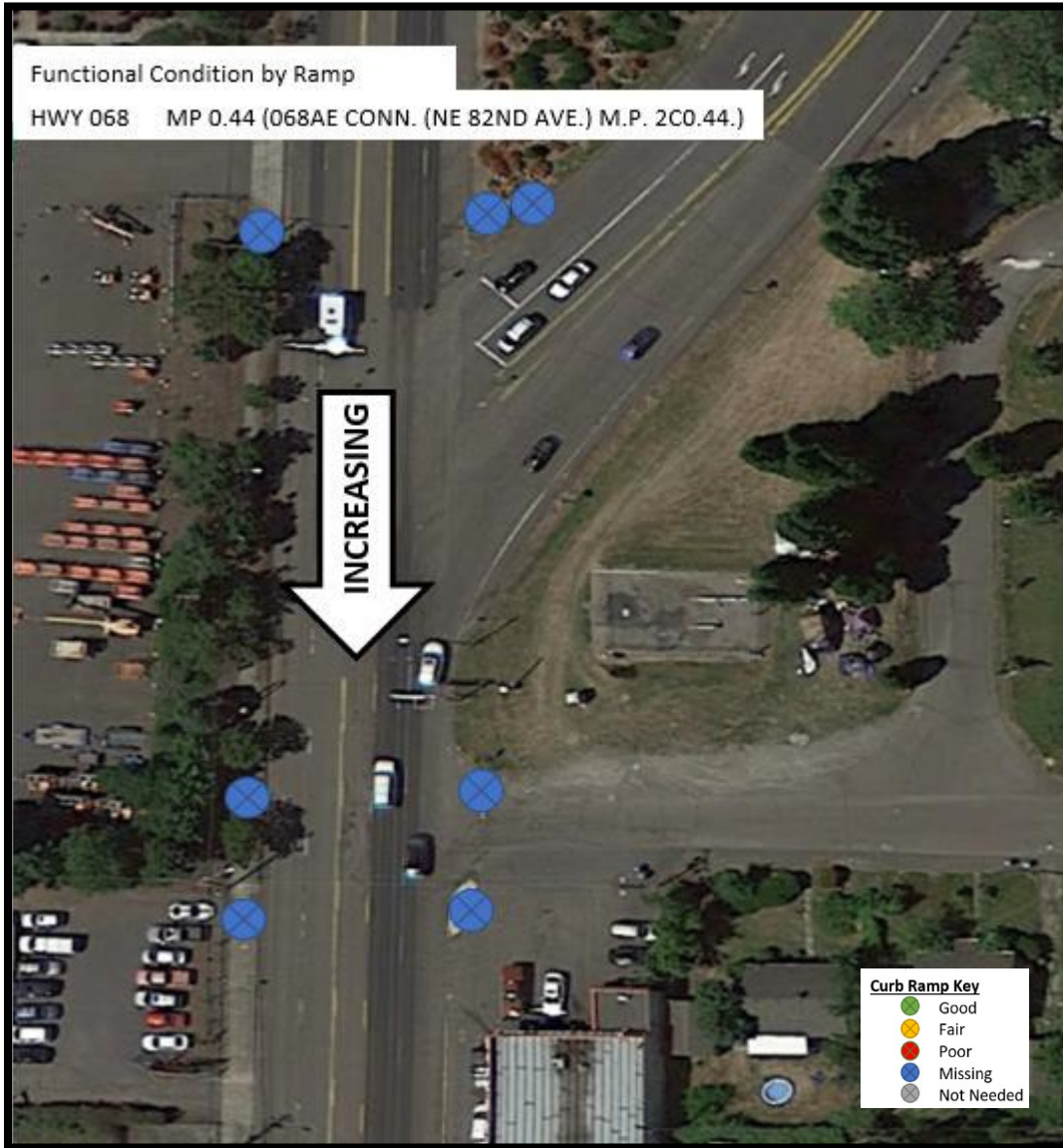
NOT NEEDED: 2 Ramp Positions

POOR: 340 Ramp Positions

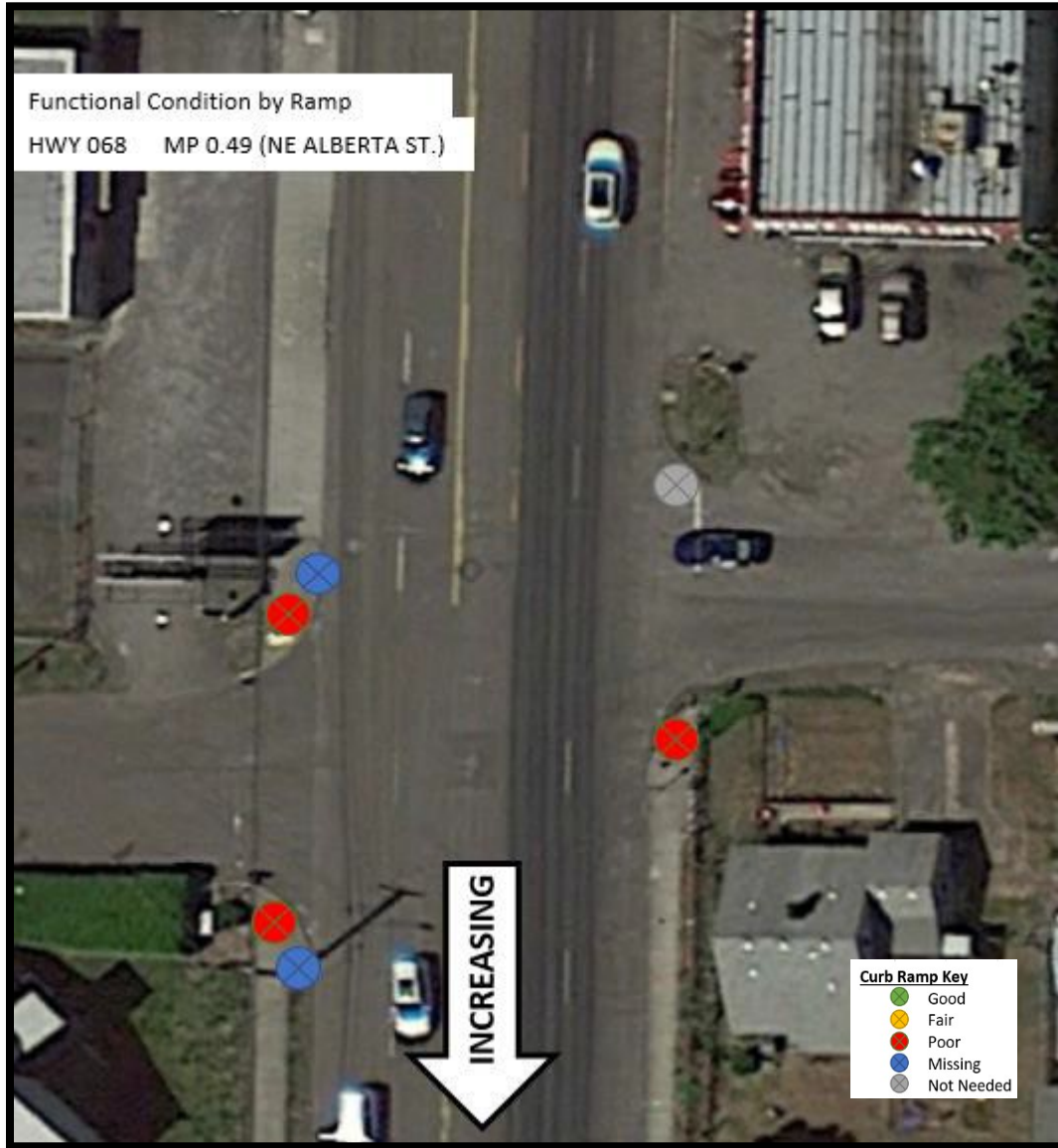
MISSING: 143 Ramp Positions

***197** Locations are Diagonal Style Ramps and will need to be replaced with 2 ramps per corner to be in compliance with ODOT Standards

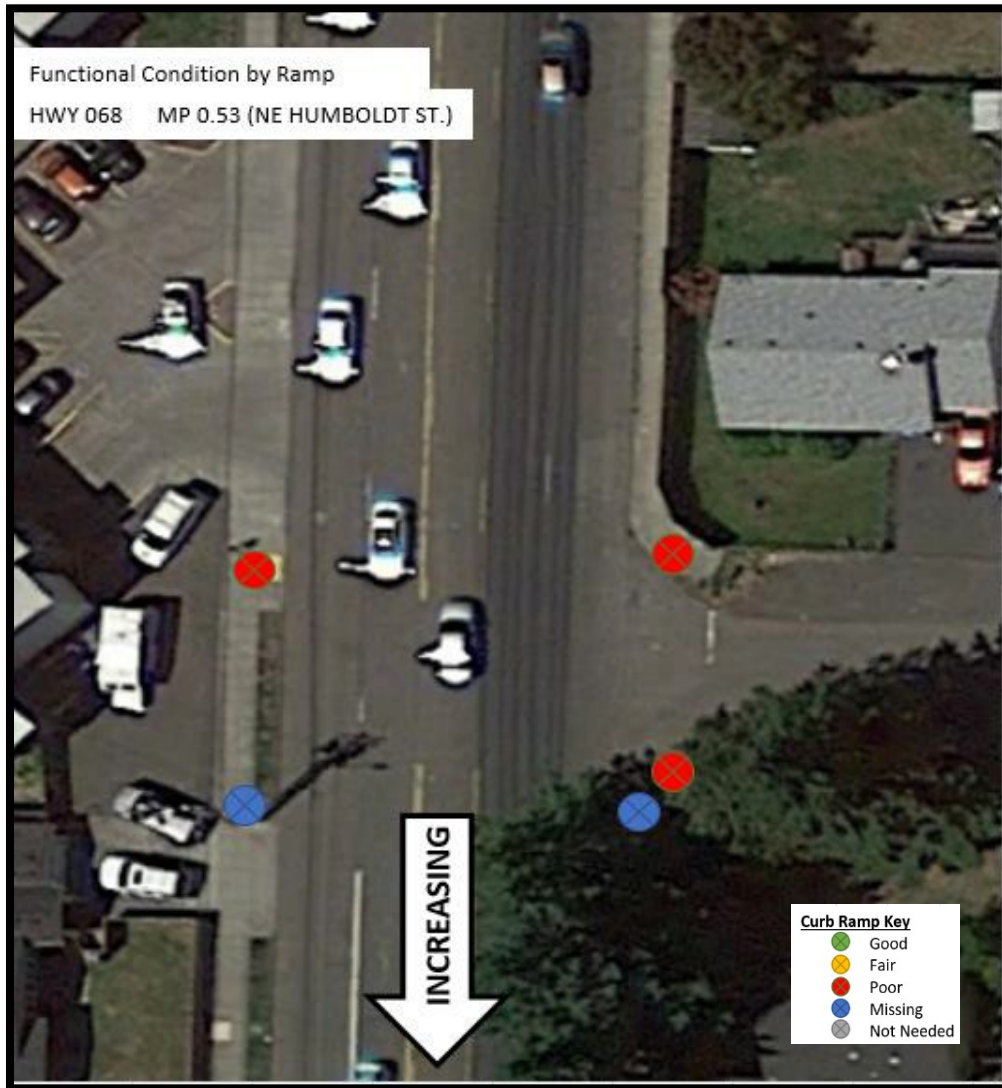
1. HWY 068 MP 0.44 (068AE CONN. (NE 82ND AVE.) M.P. 2C0.44.)



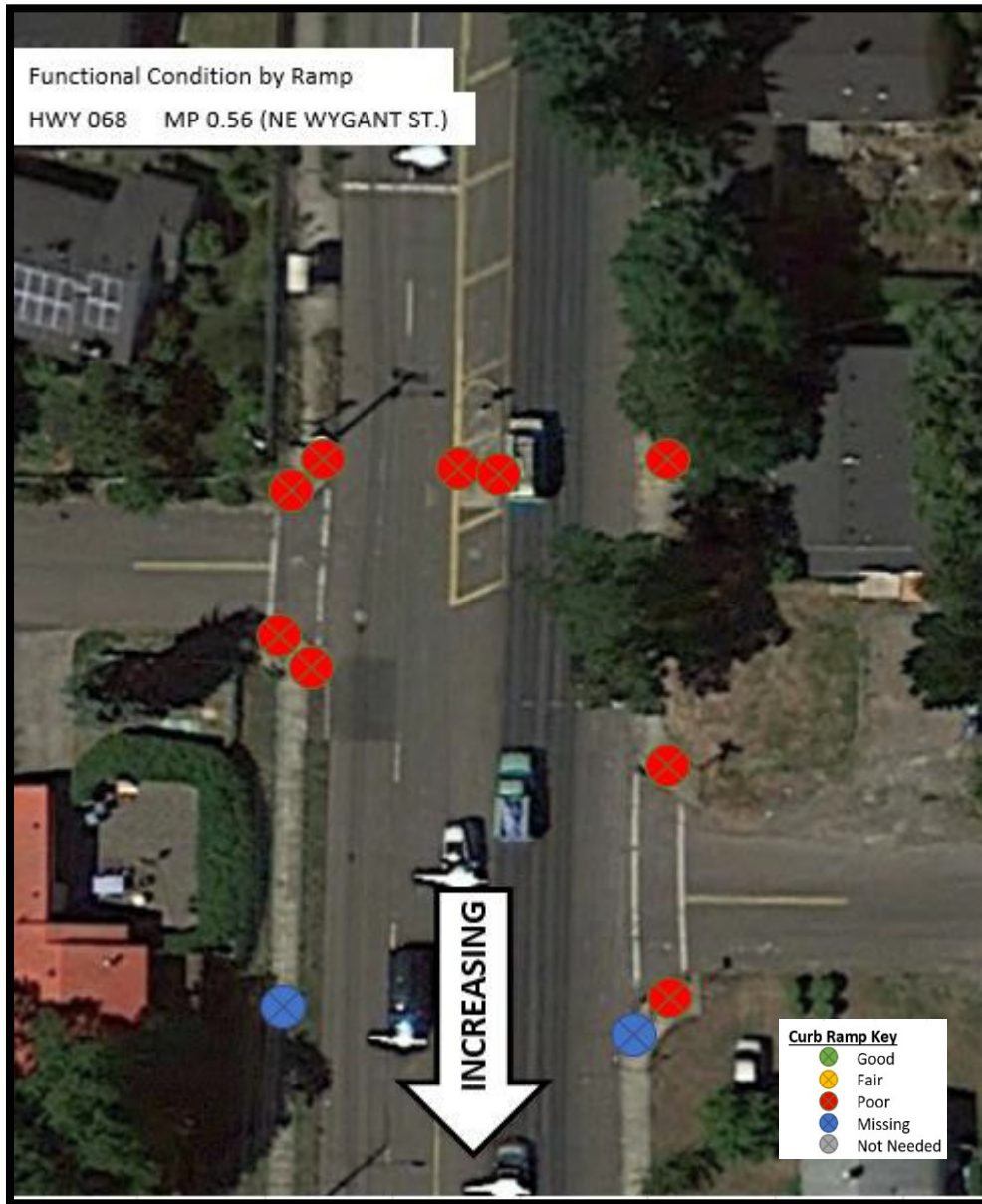
2. HWY 068 MP 0.49 (NE ALBERTA ST.)



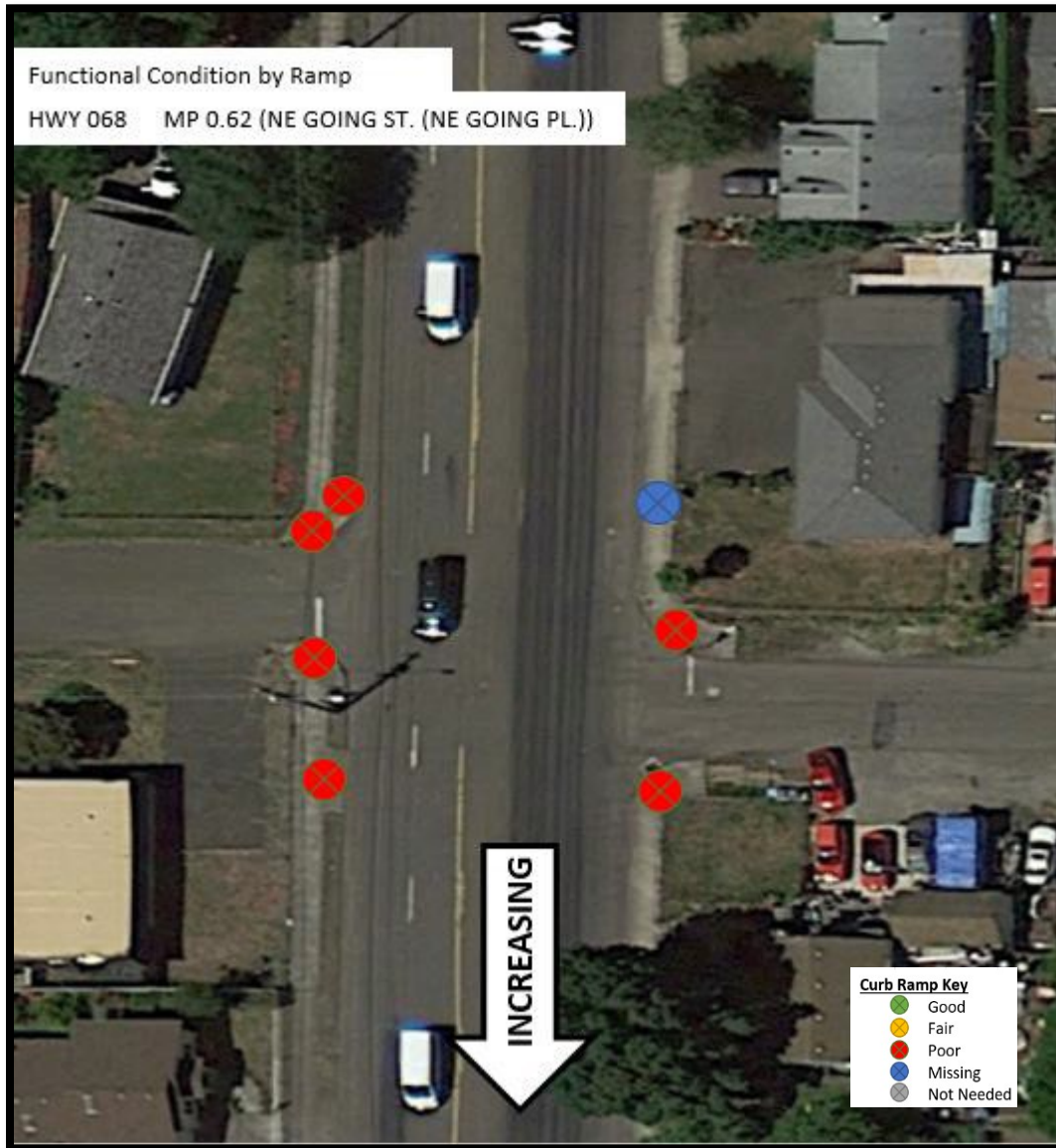
3. HWY 068 MP 0.53 (NE HUMBOLDT ST.)



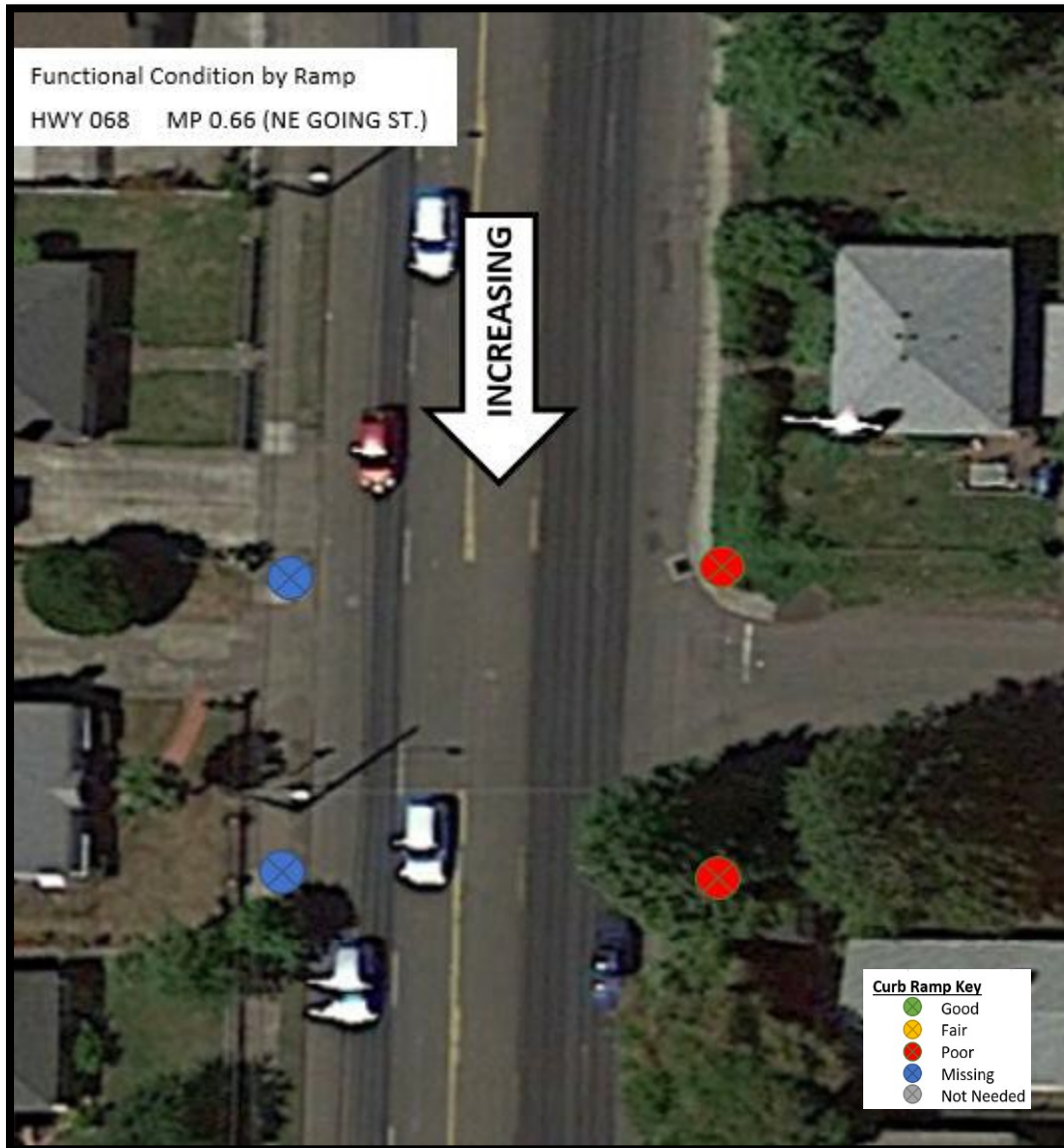
4. HWY 068 MP 0.56 (NE WYGANT ST.)



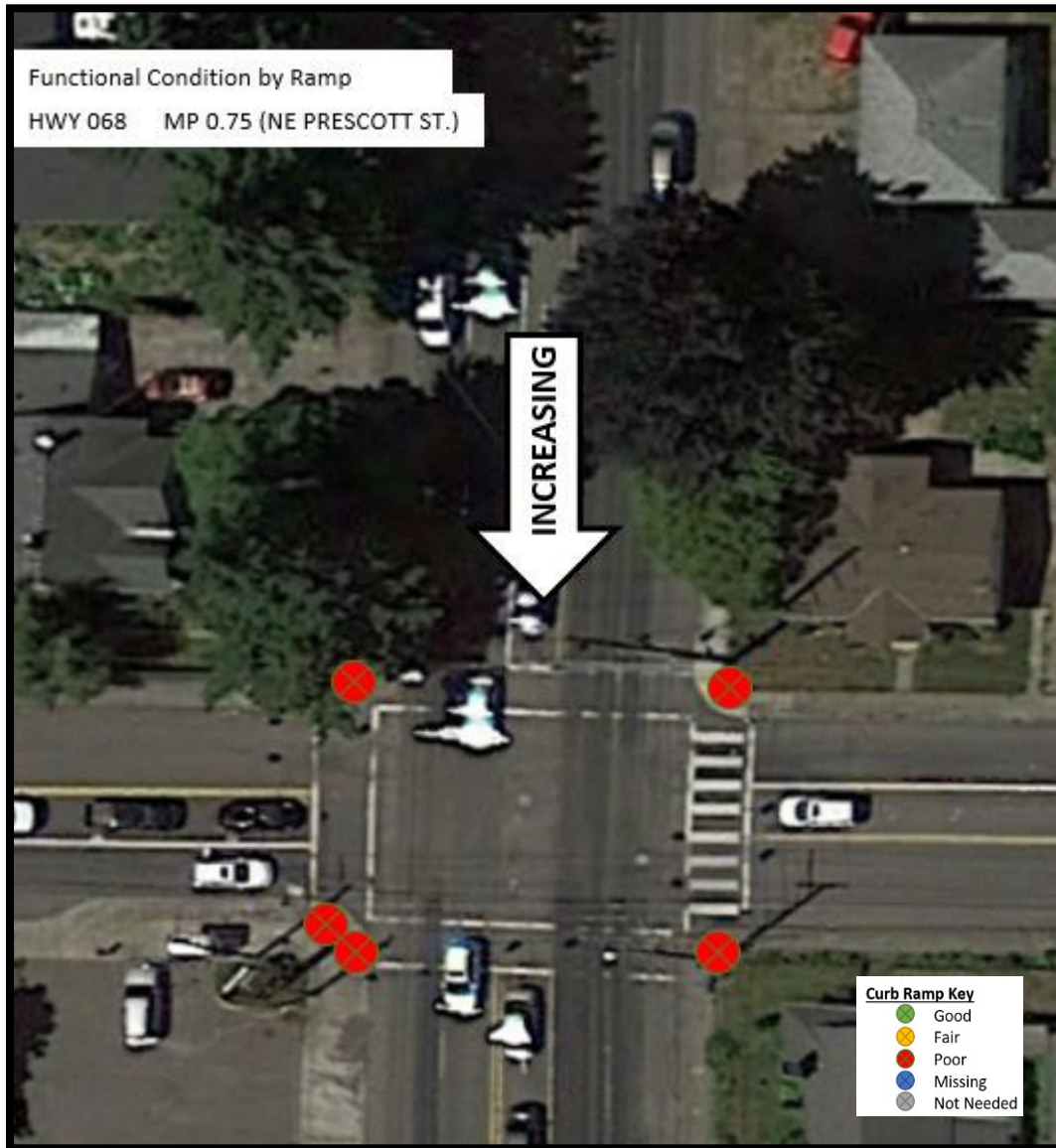
5. HWY 068 MP 0.62 (NE GOING ST. (NE GOING PL.))



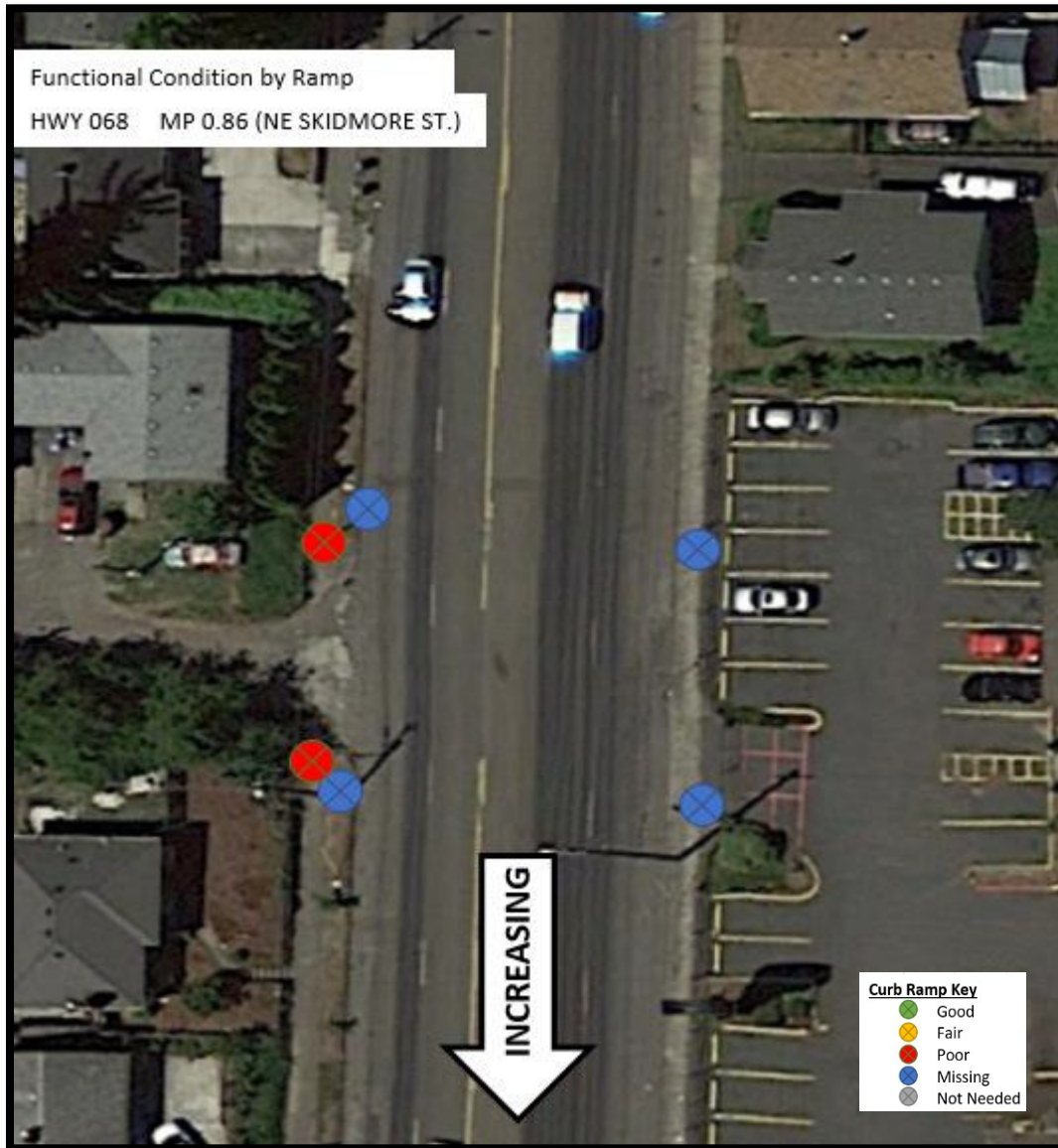
6. HWY 068 MP 0.66 (NE GOING ST.)



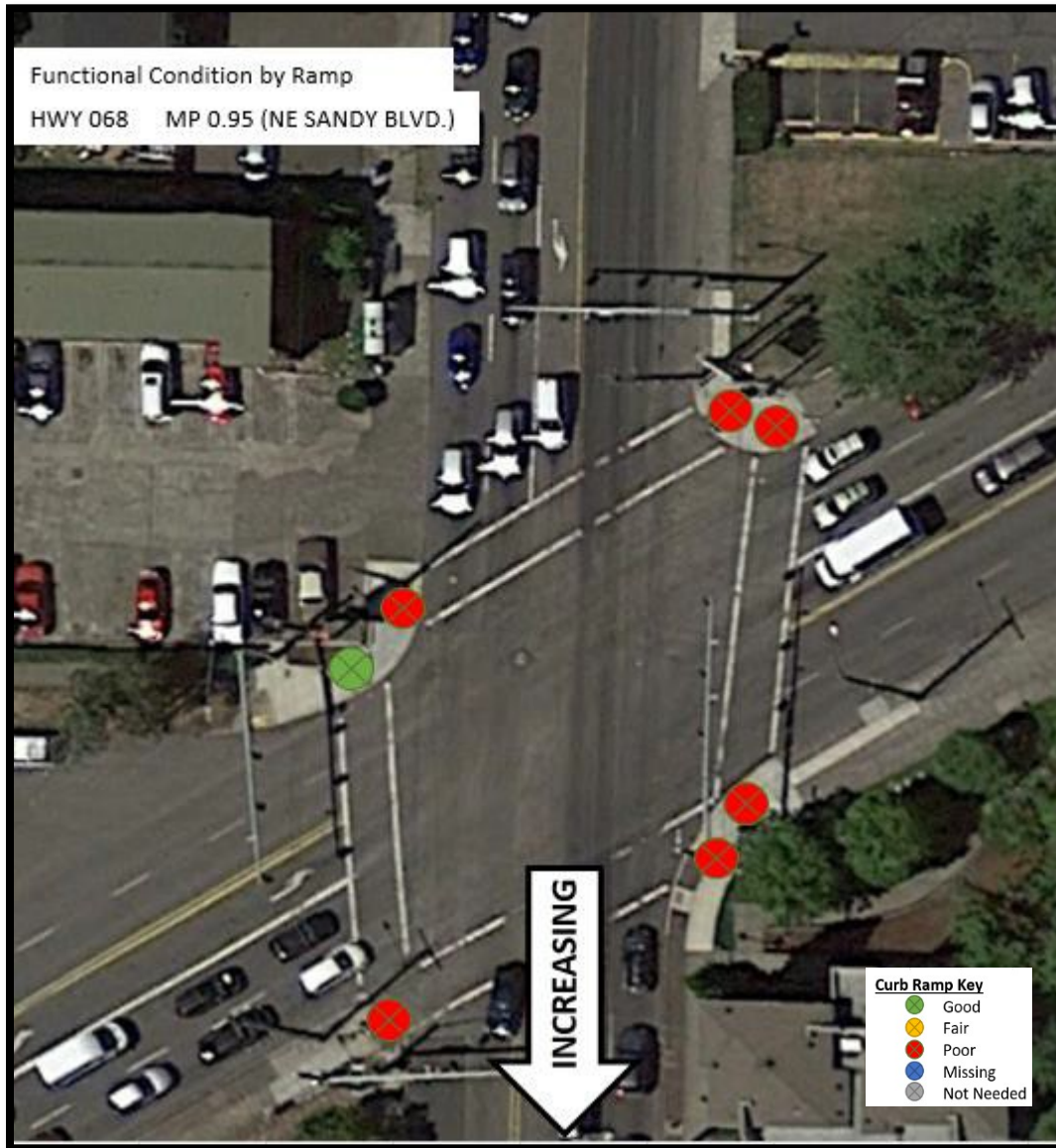
7. HWY 068 MP 0.75 (NE PRESCOTT ST.)



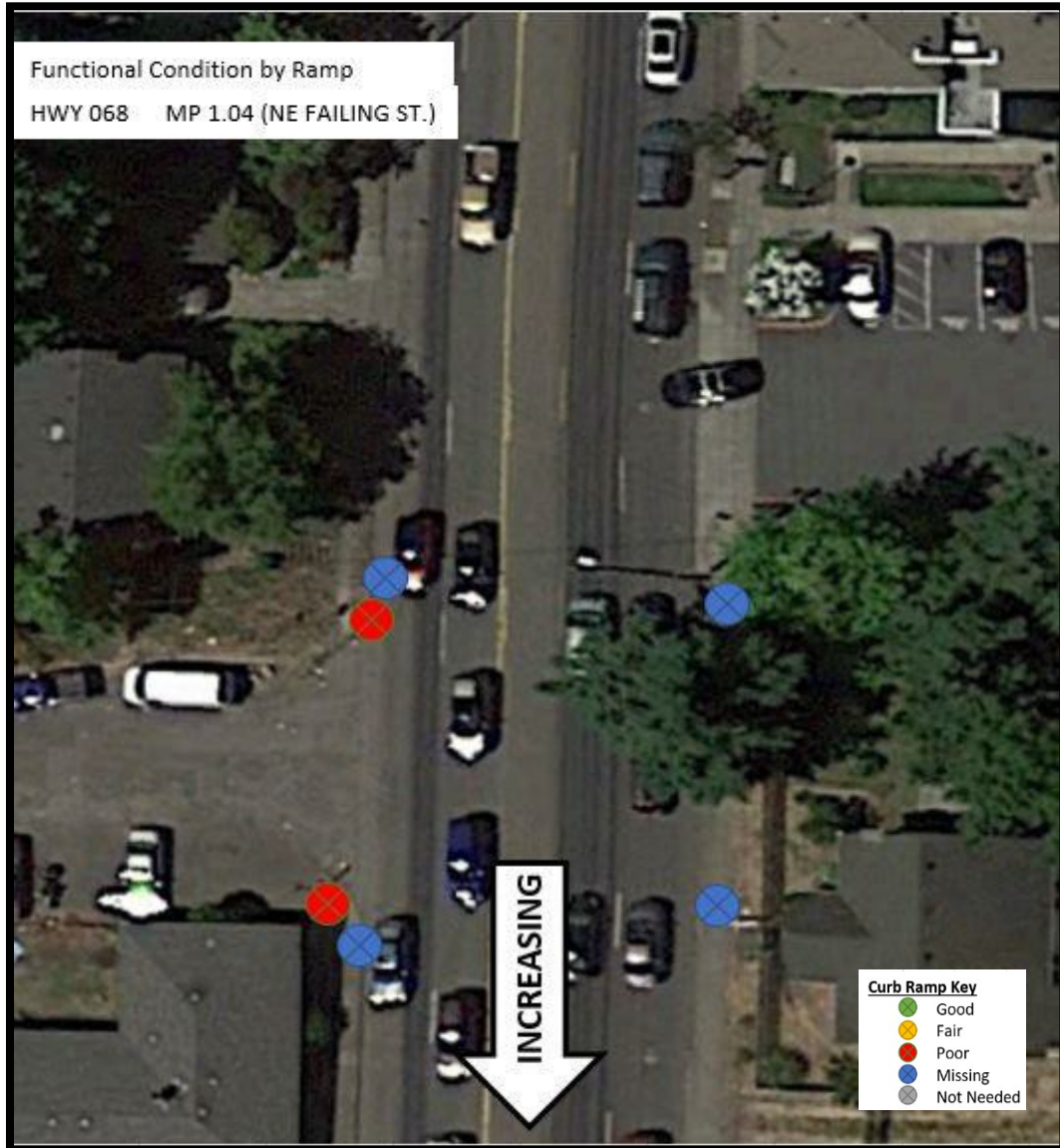
8. HWY 068 MP 0.86 (NE SKIDMORE ST.)



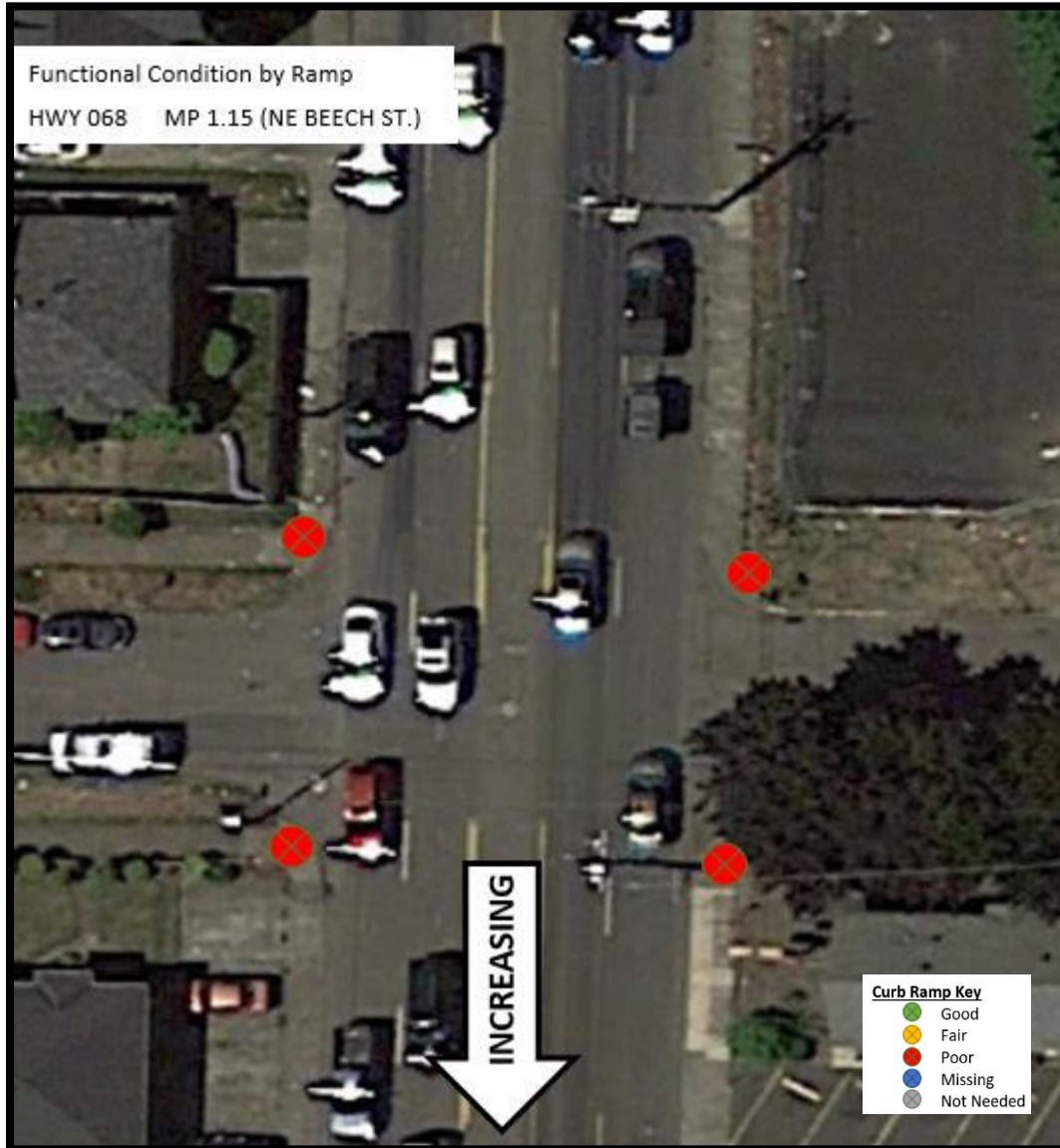
9. HWY 068 MP 0.95 (NE SANDY BLVD.)



10. HWY 068 MP 1.04 (NE FAILING ST.)



11. HWY 068 MP 1.15 (NE BEECH ST.)



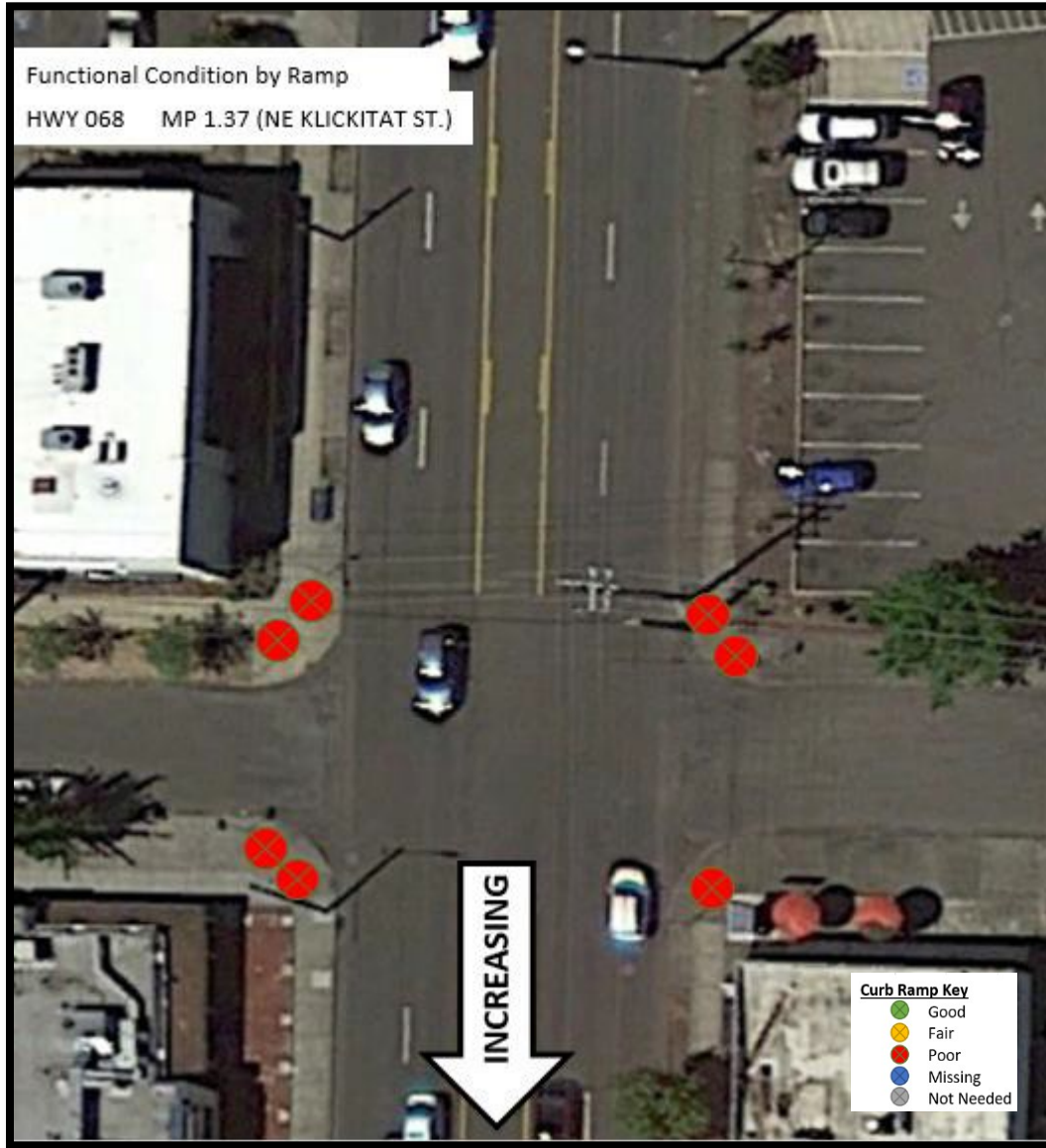
12. HWY 068 MP 1.20 (NE MILTON ST.)



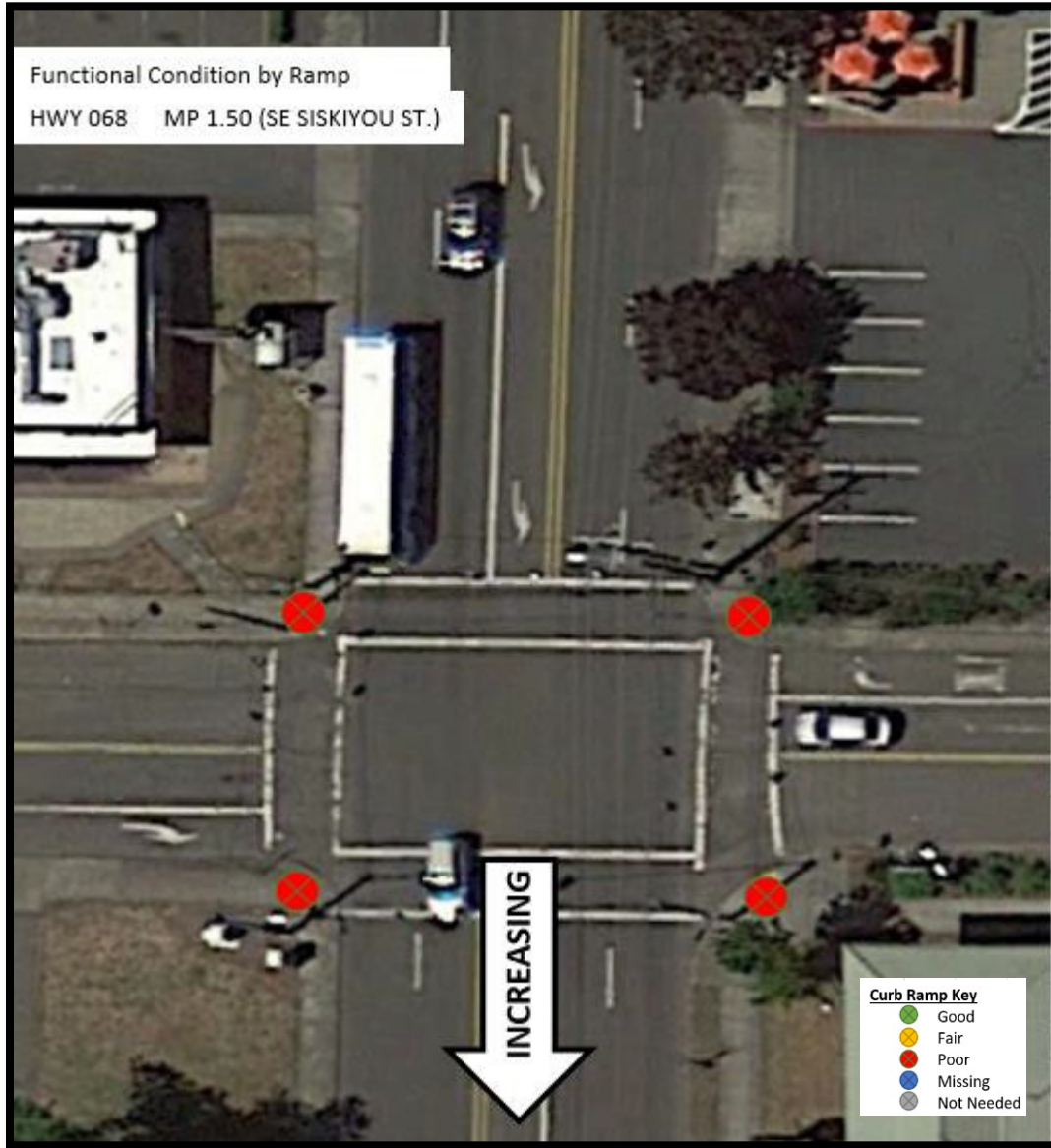
13. HWY 068 MP 1.25 (NE FREMONT ST.)



14. HWY 068 MP 1.37 (NE KLICKITAT ST.)



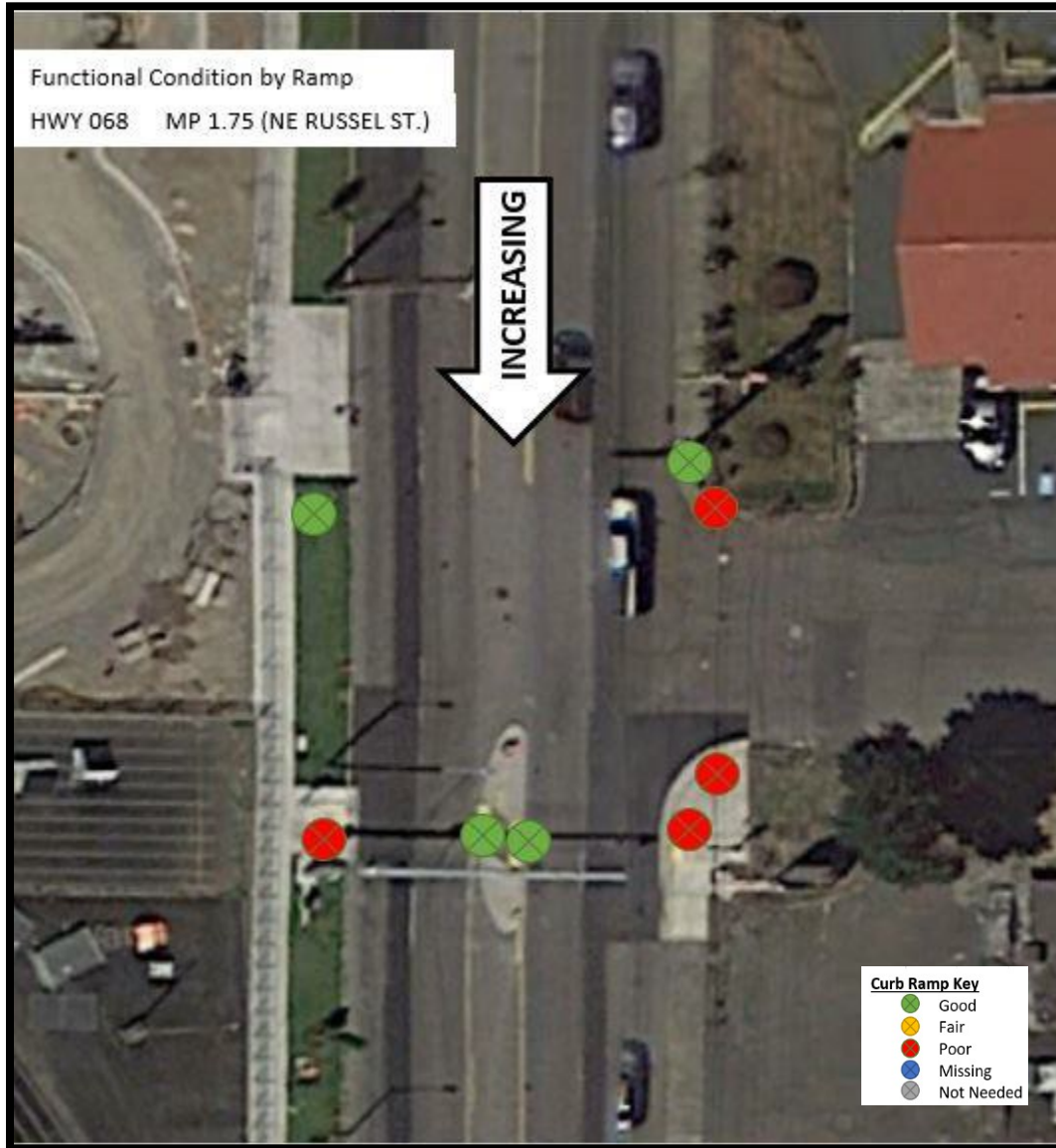
15. HWY 068 MP 1.50 (SE SISKIYOU ST.)



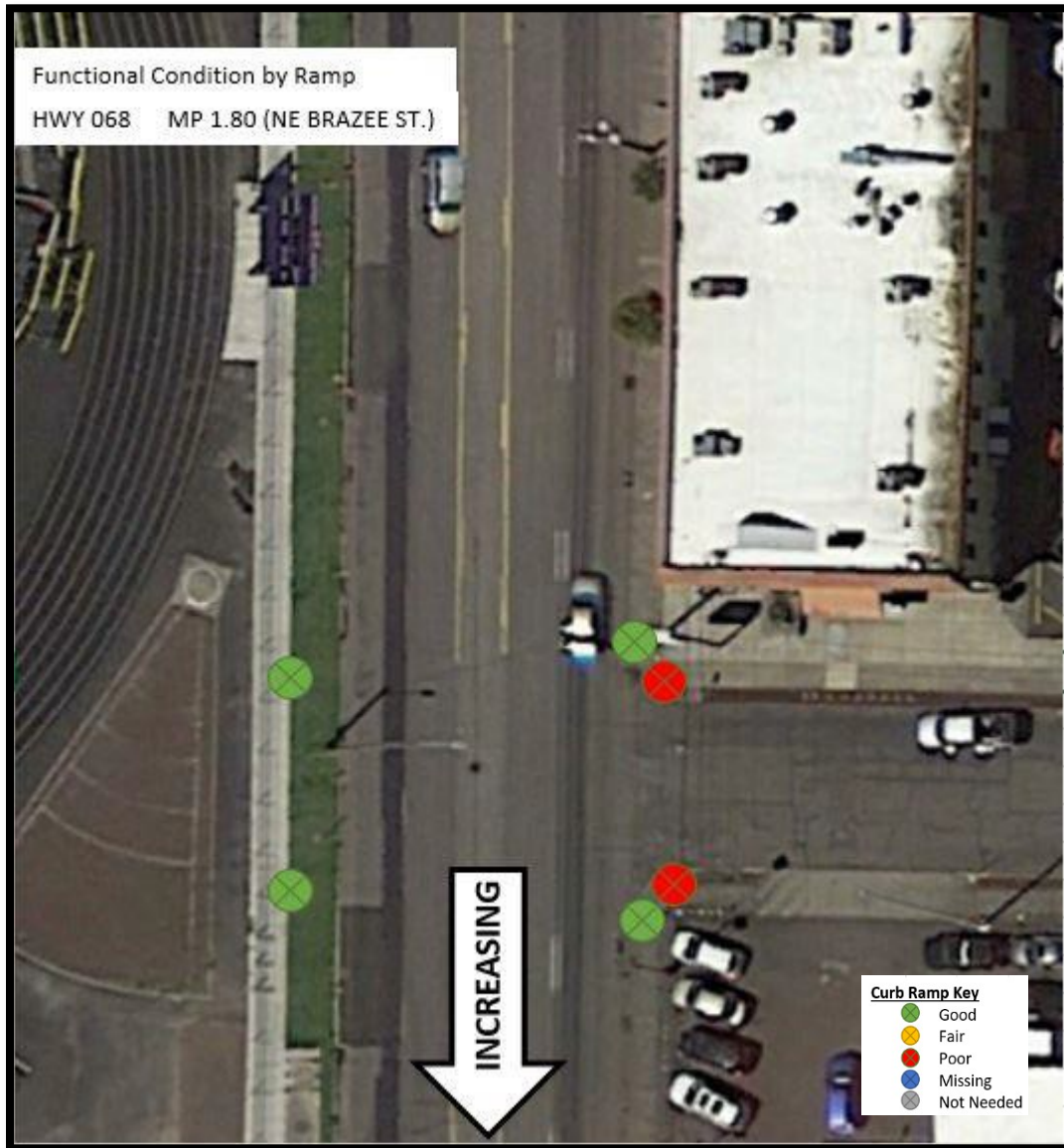
16. HWY 068 MP 1.64 (ENTRANCE TO PRESIDENT JAMES MADISON HIGH SCHOOL)



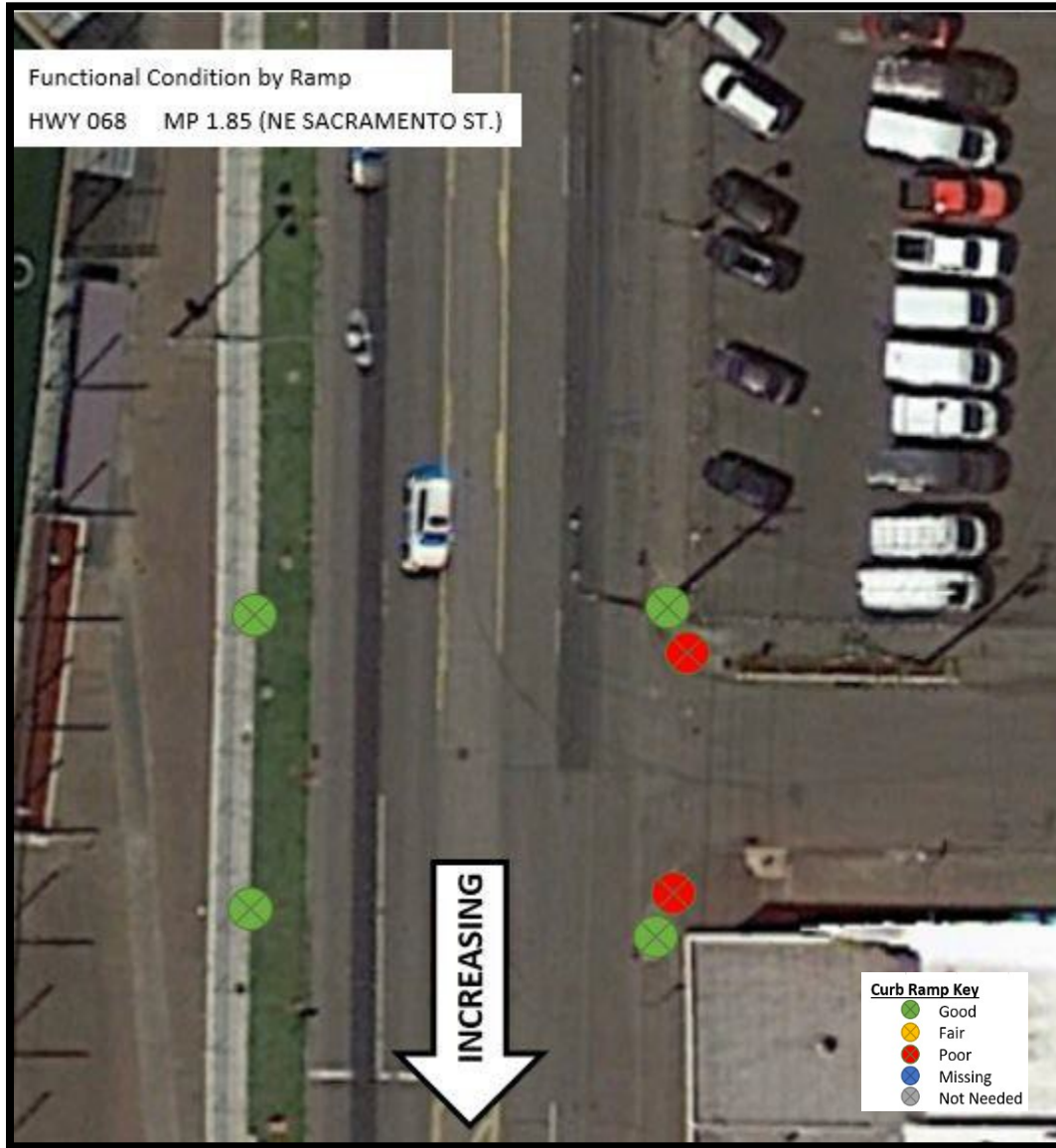
17. HWY 068 MP 1.75 (NE RUSSEL ST.)



18. HWY 068 MP 1.80 (NE BRAZEE ST.)



19. HWY 068 MP 1.85 (NE SACRAMENTO ST.)



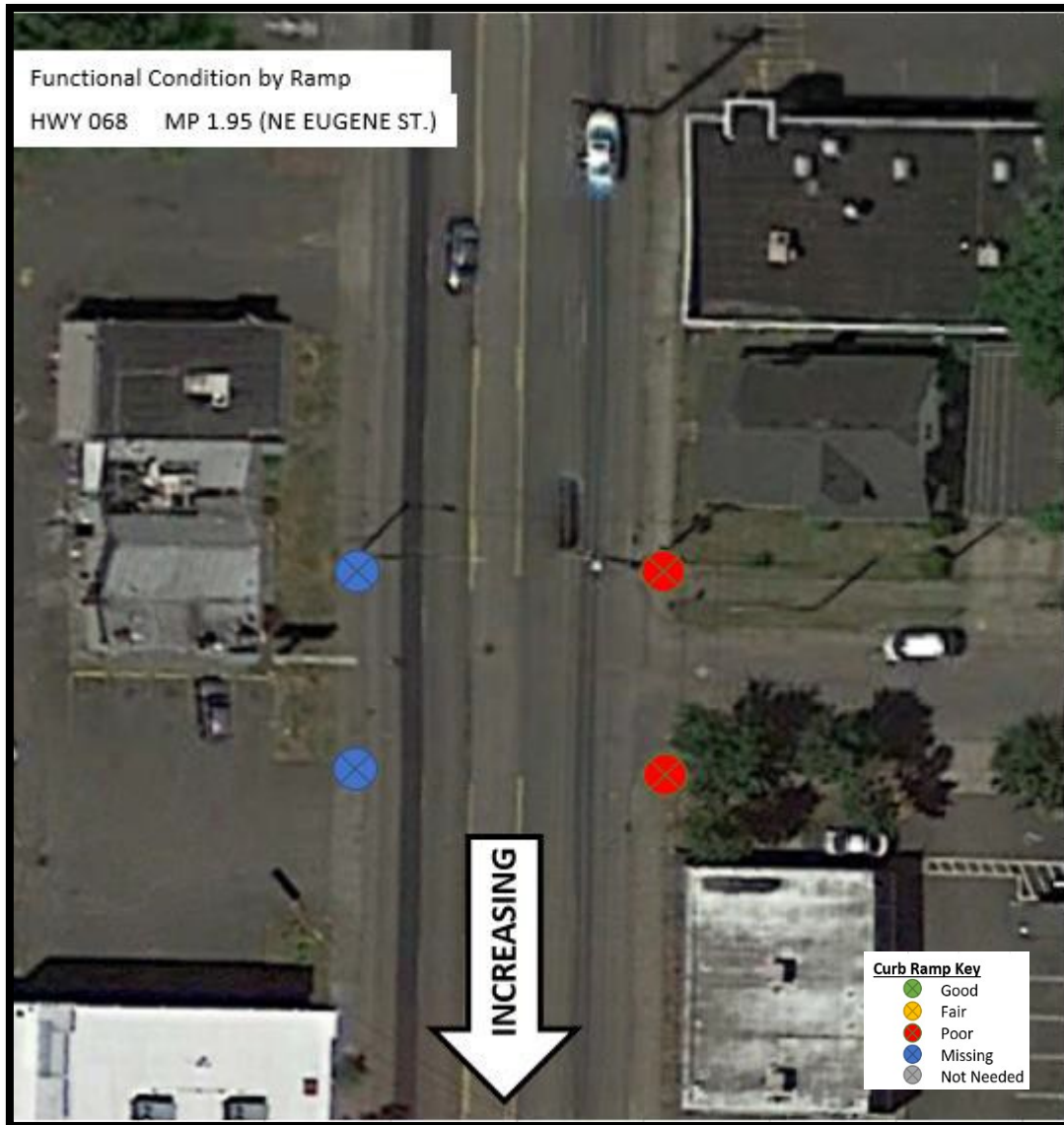
20. HWY 068 MP 1.87 (NE THOMPSON ST.)



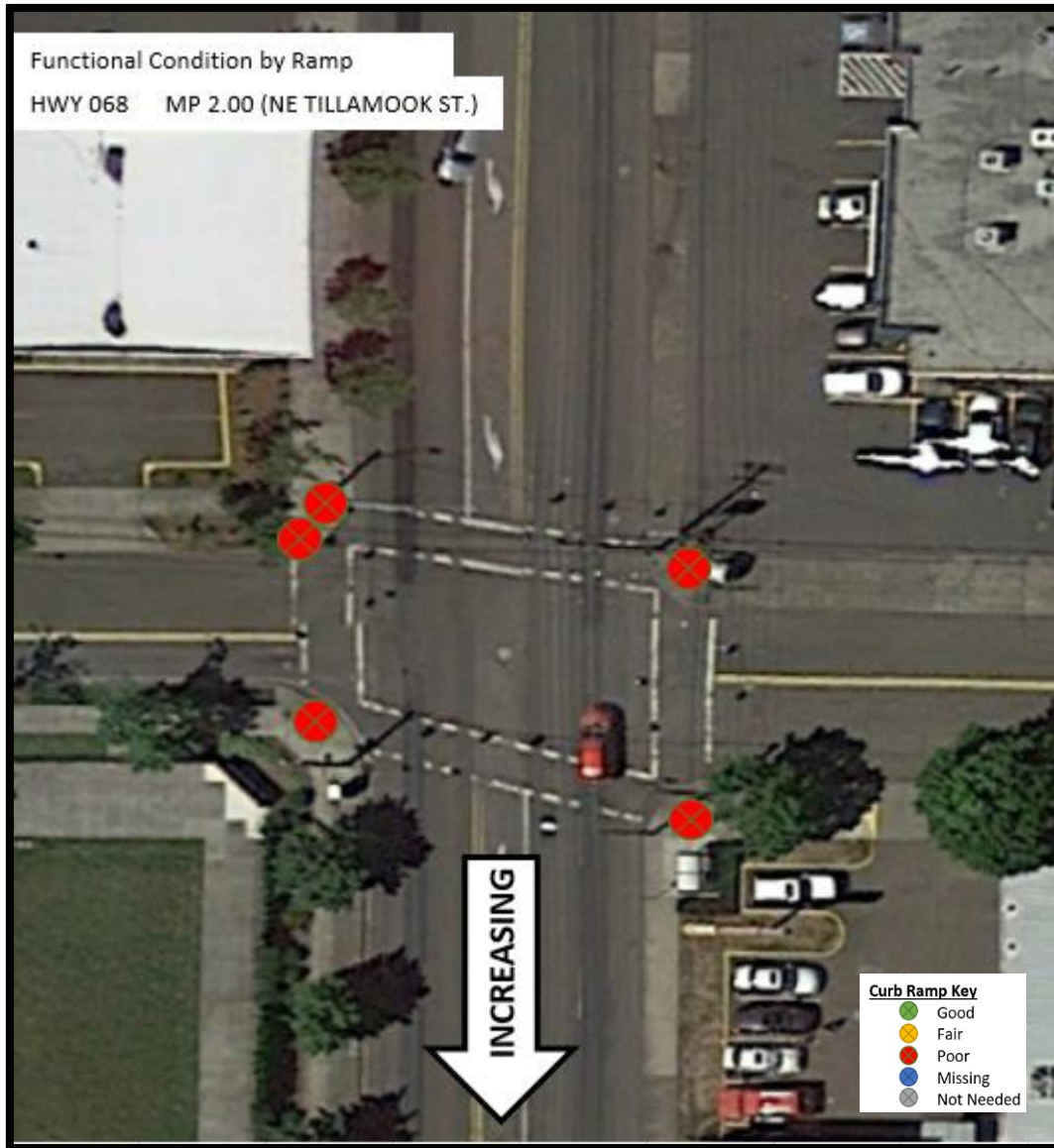
21. HWY 068 MP 1.90 (NE THOMPSON ST.)



22. HWY 068 MP 1.95 (NE EUGENE ST.)



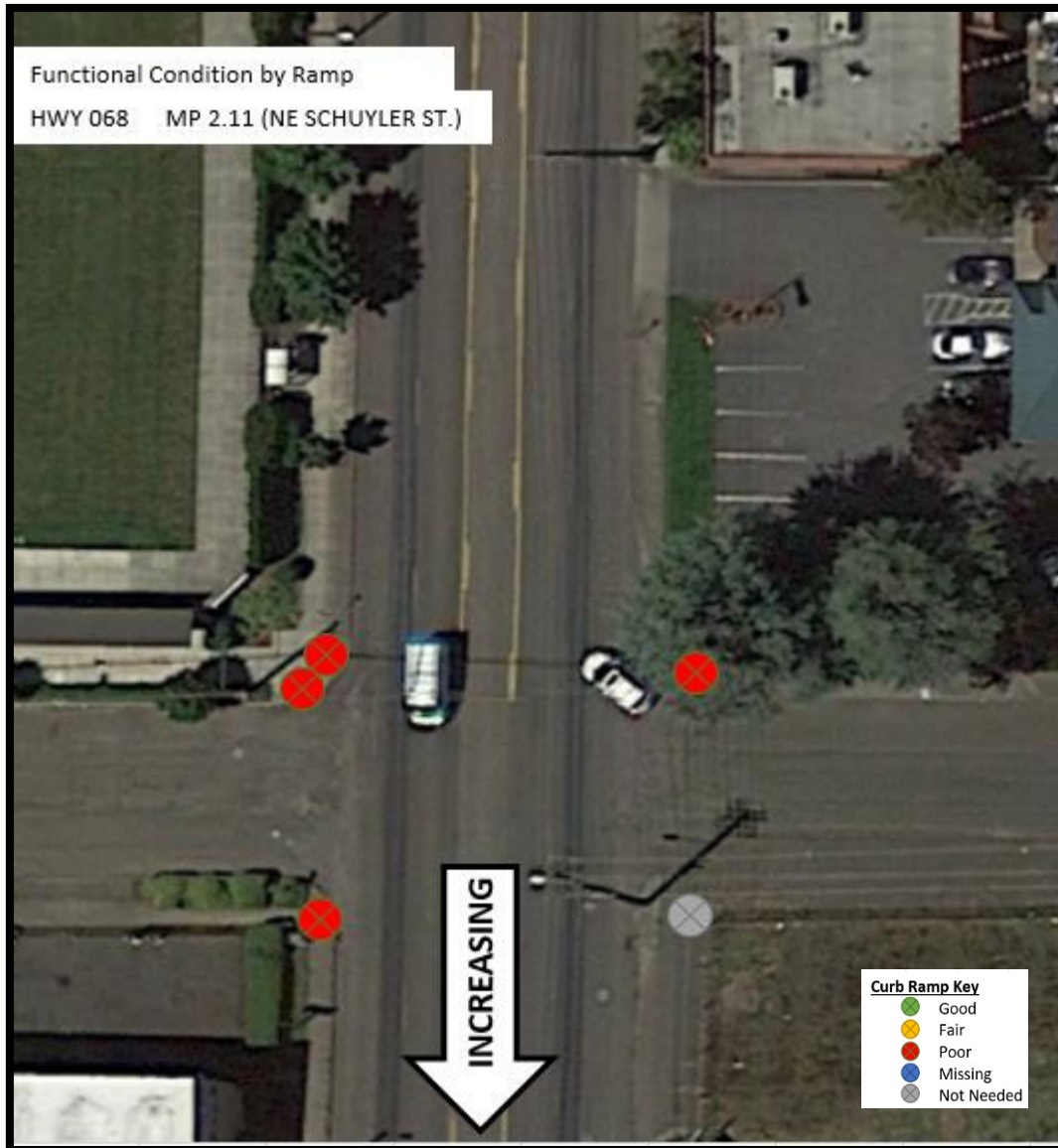
23. HWY 068 MP 2.00 (NE TILLAMOOK ST.)



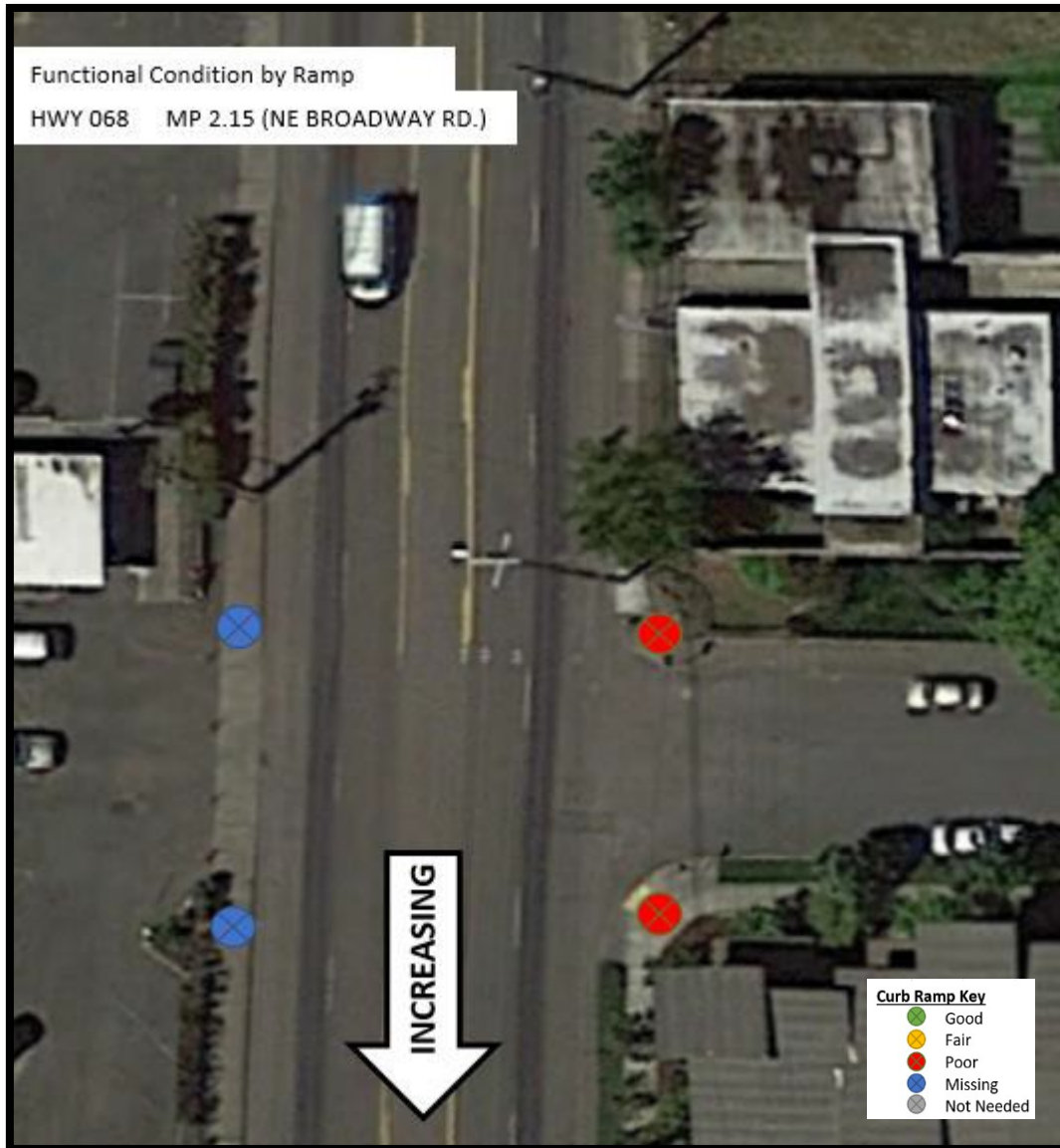
24. HWY 068 MP 2.06 (NE HANCOCK ST.)



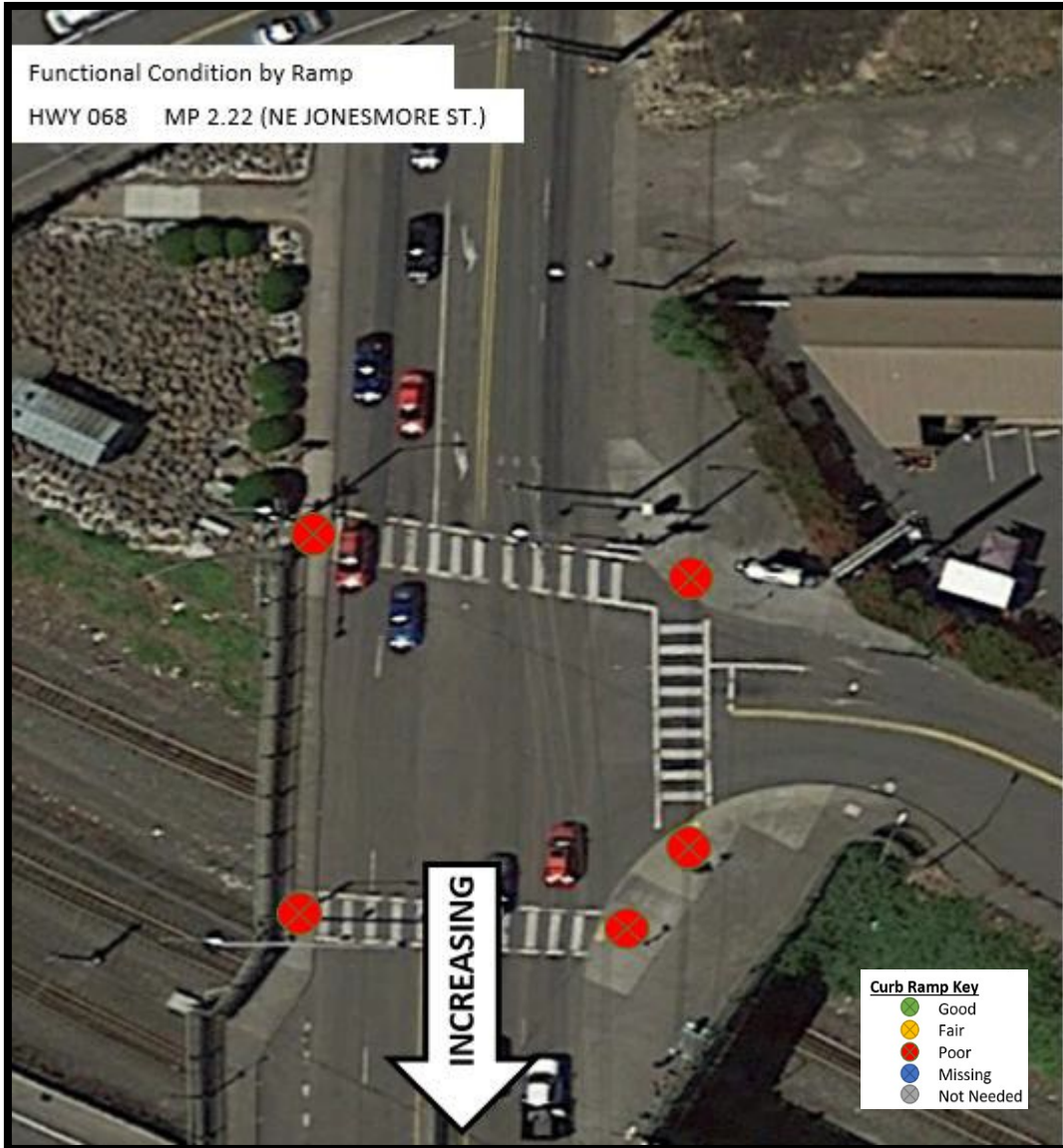
25. HWY 068 MP 2.11 (NE SCHUYLER ST.)



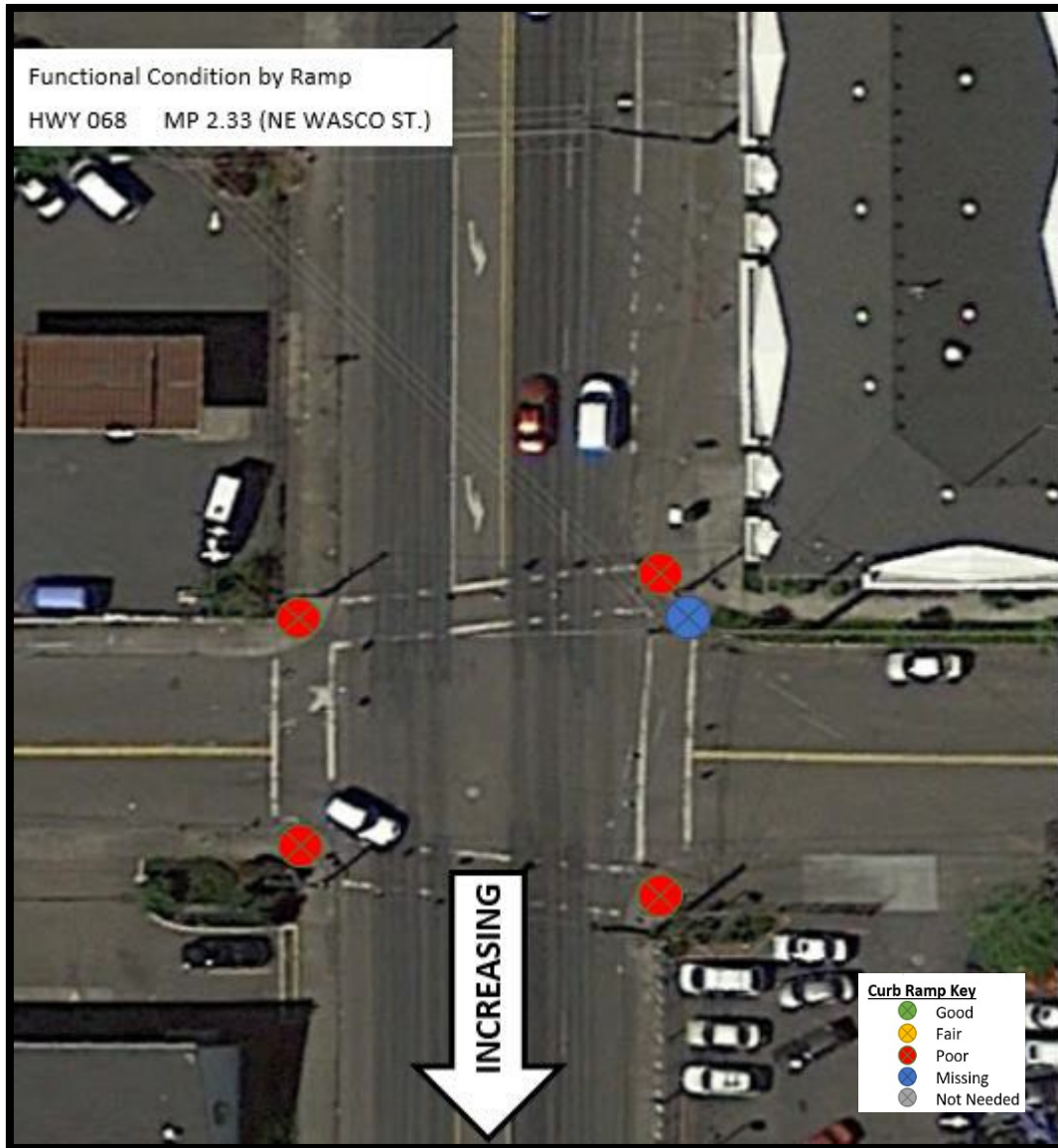
26. HWY 068 MP 2.15 (NE BROADWAY RD.)



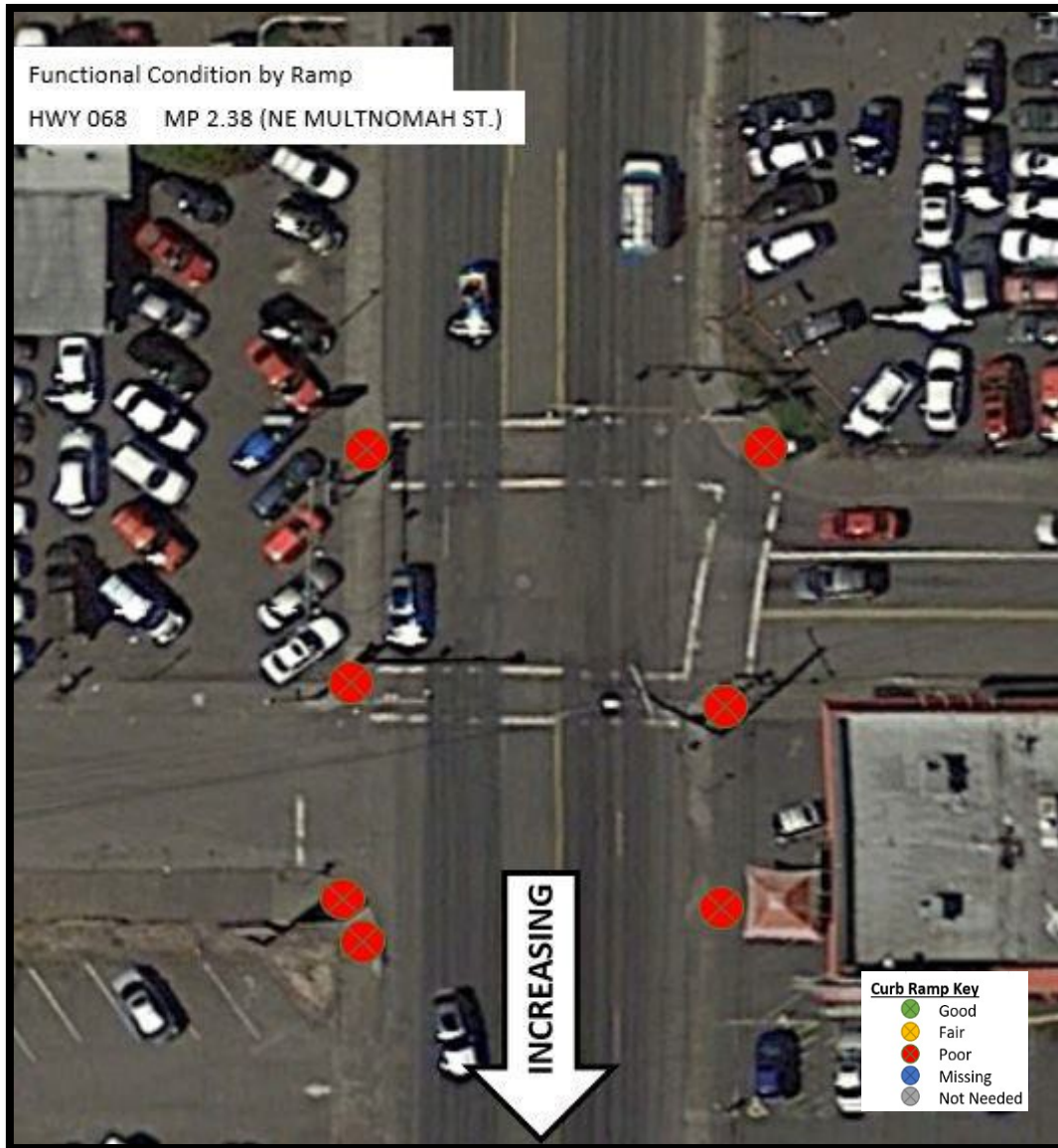
27. HWY 068 MP 2.22 (NE JONESMORE ST.)



28. HWY 068 MP 2.33 (NE WASCO ST.)



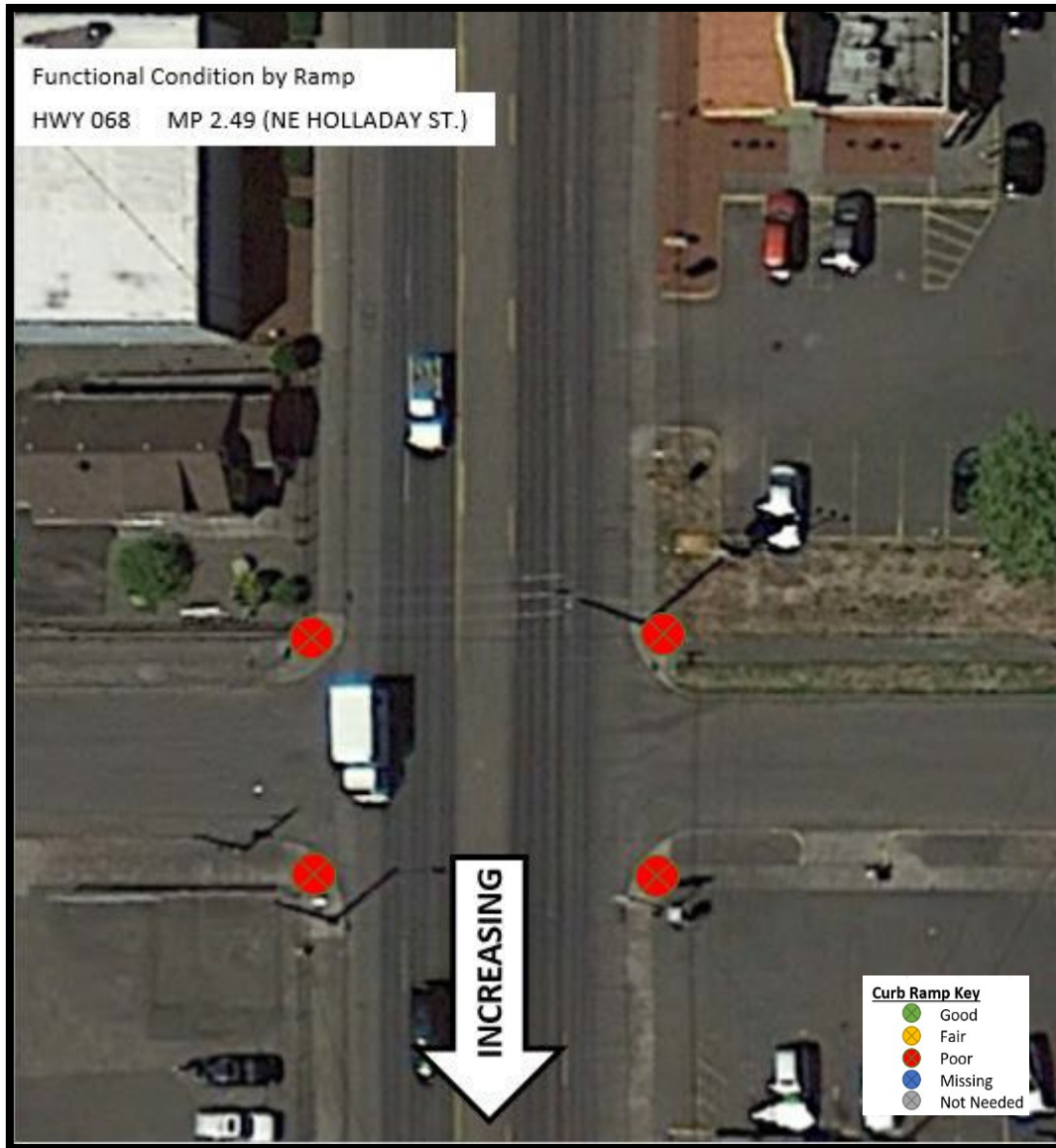
29. HWY 068 MP 2.38 (NE MULTNOMAH ST.)



30. HWY 068 MP 2.43 (NE HASSALO ST.)



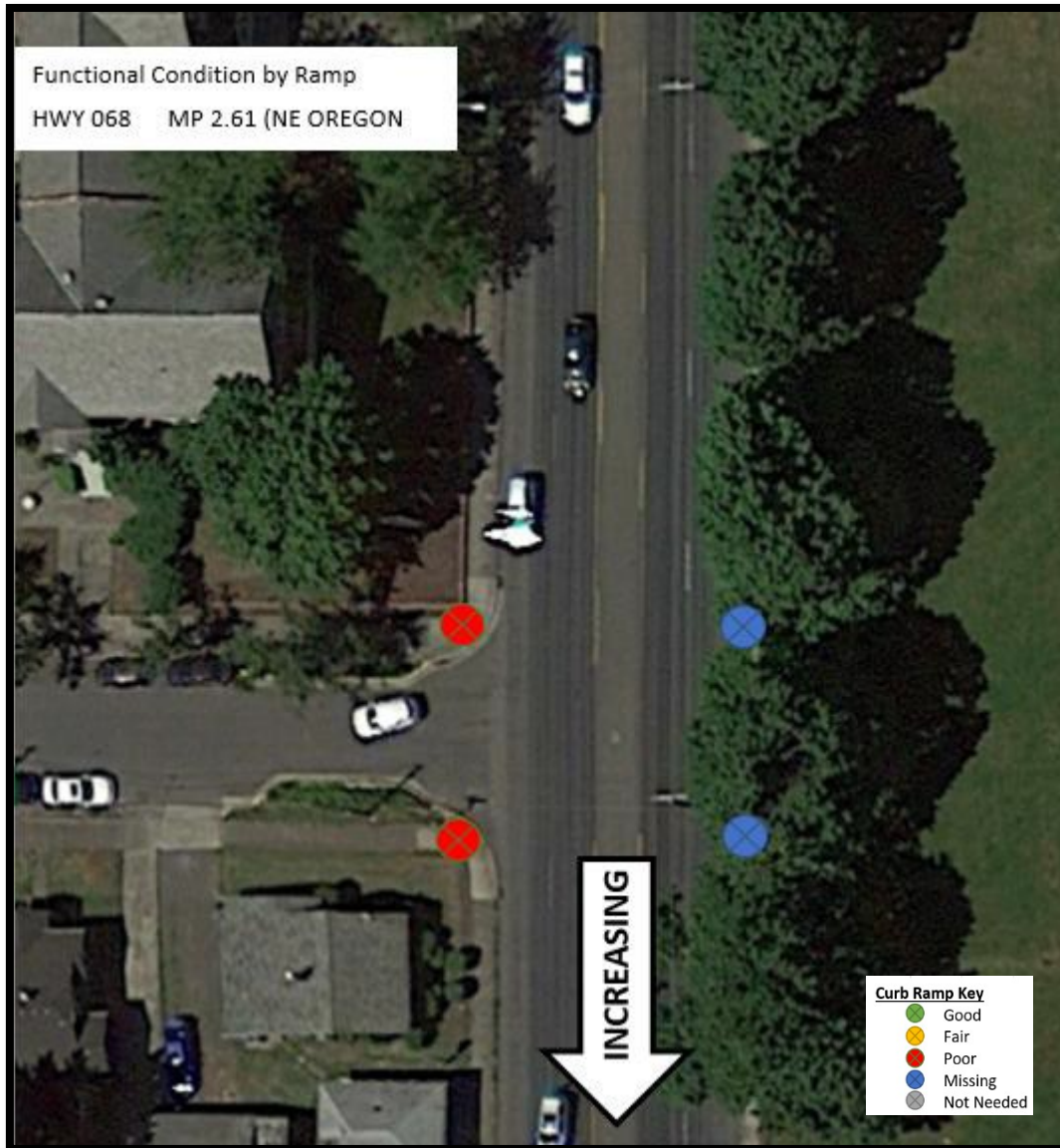
31. HWY 068 MP 2.49 (NE HOLLADAY ST.)



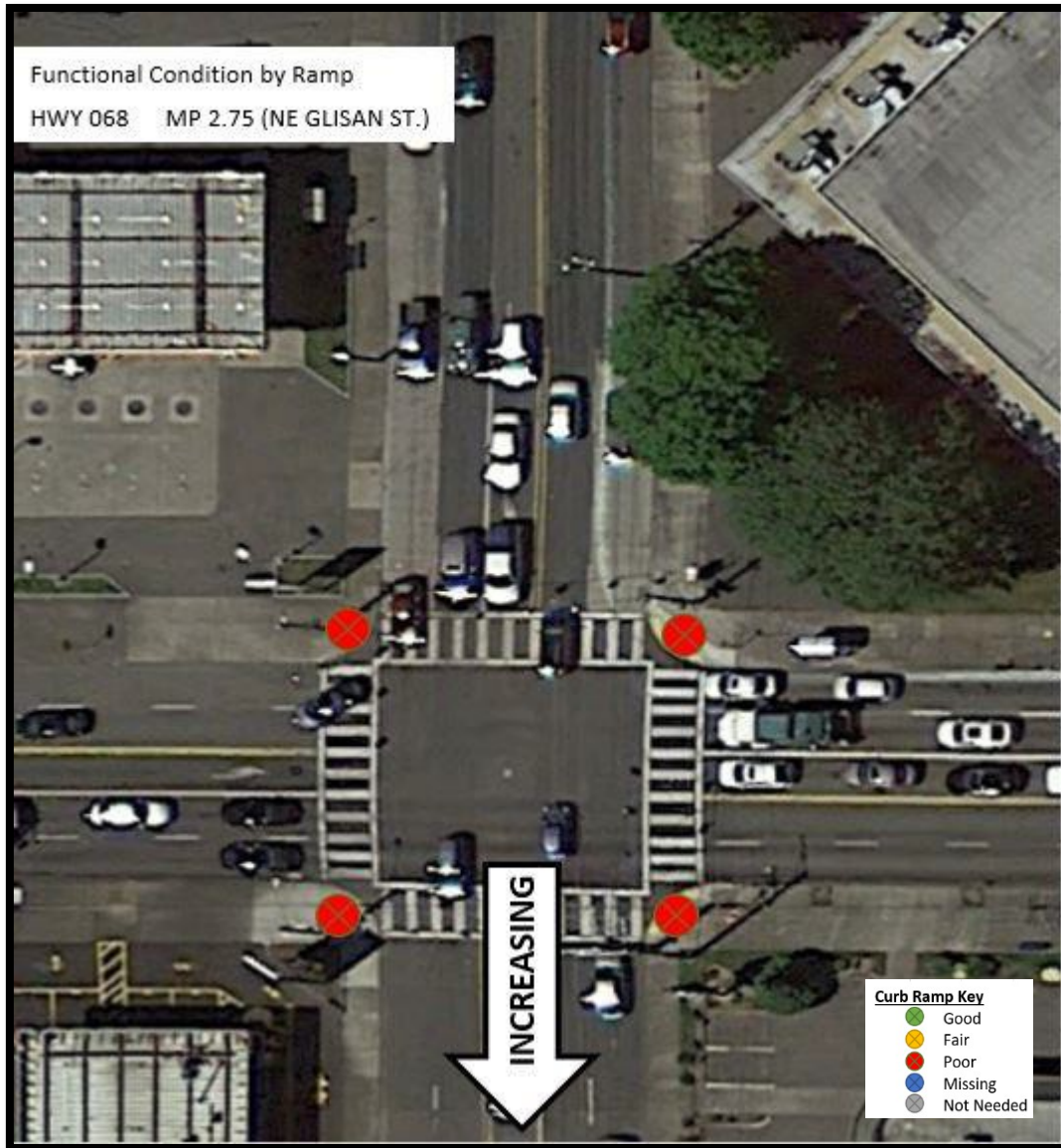
32. HWY 068 MP 2.53 (NE PACIFIC ST.)



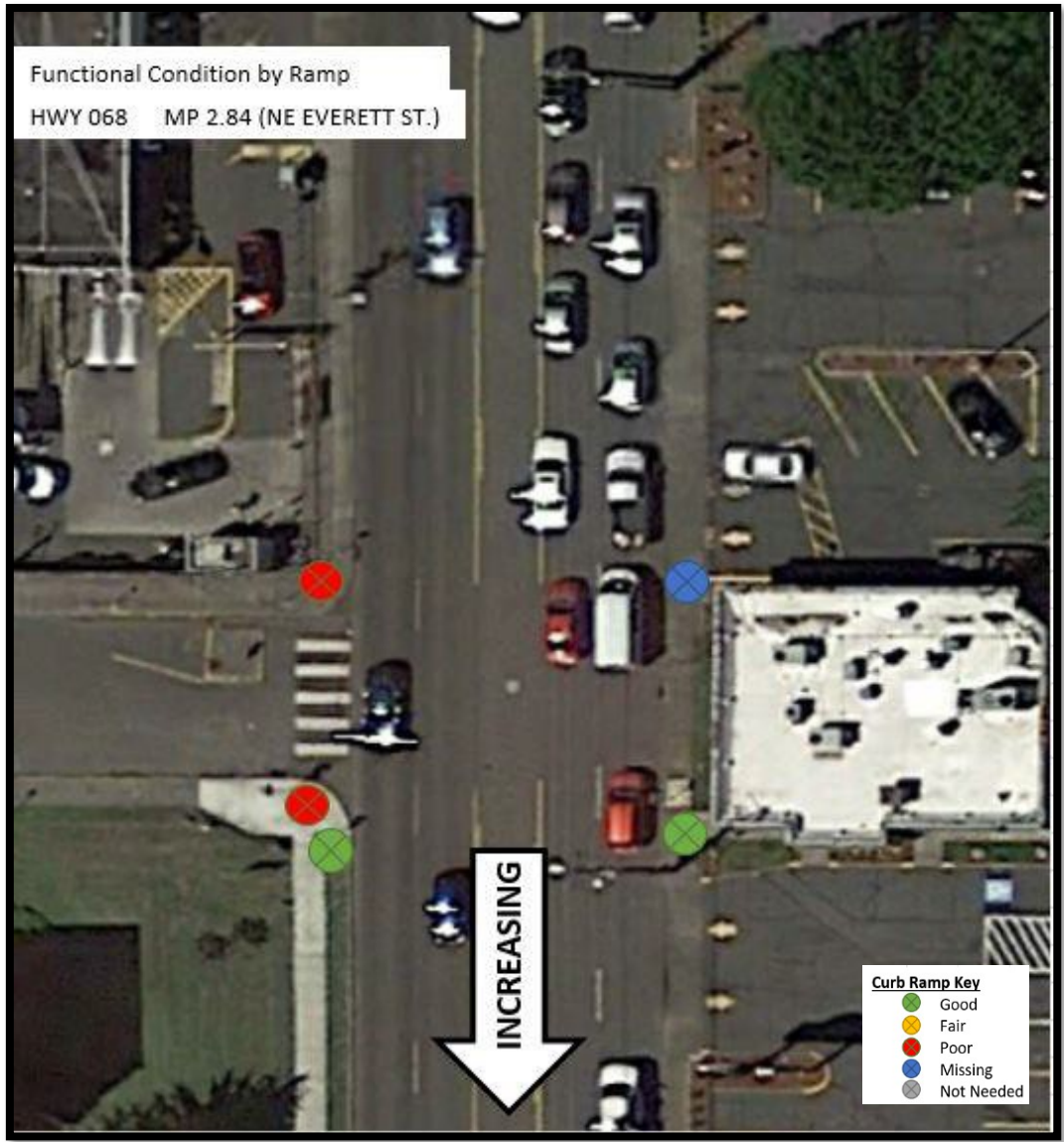
33. HWY 068 MP 2.61 (NE OREGON ST.)



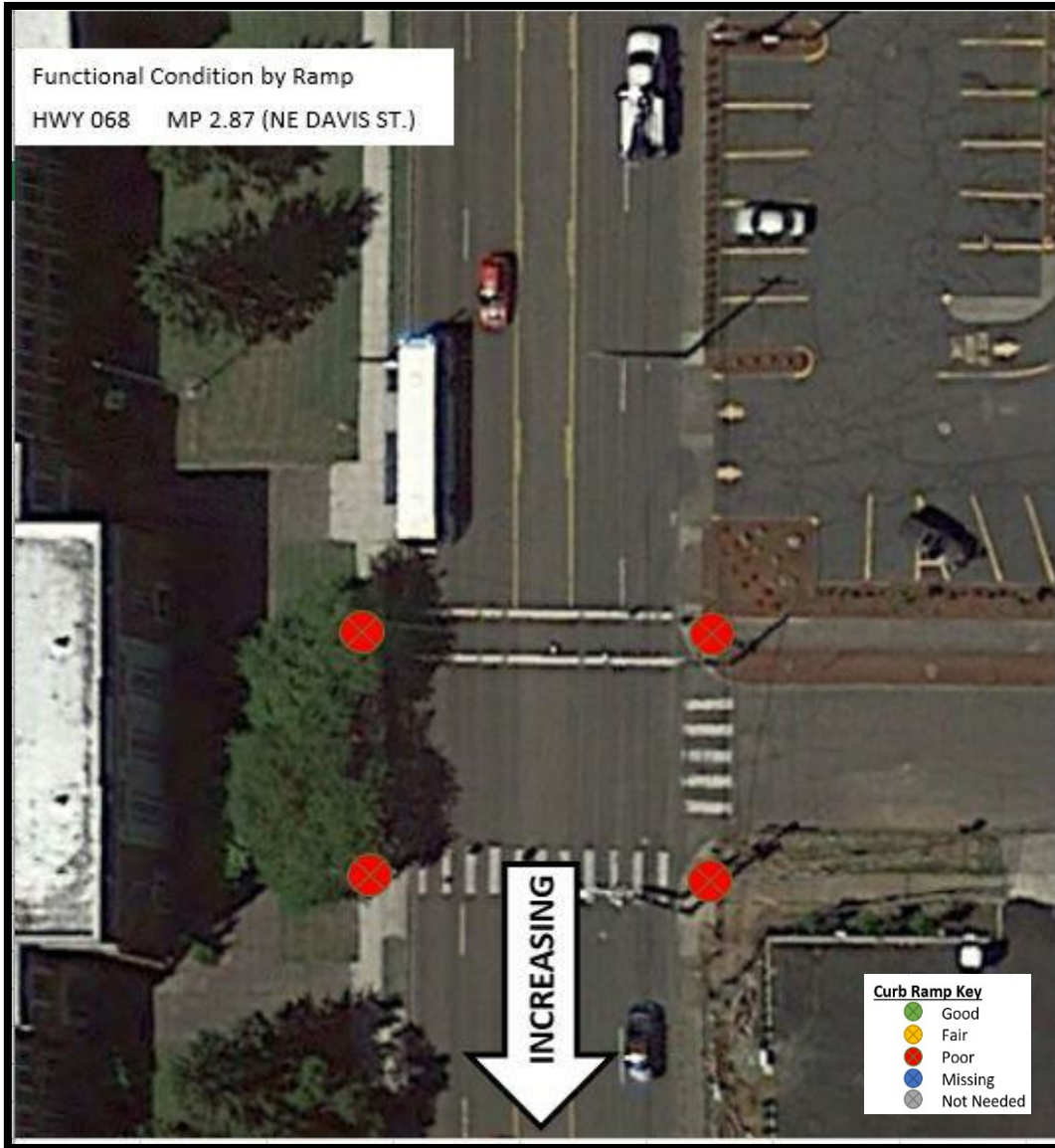
34. HWY 068 MP 2.75 (NE GLISAN ST.)



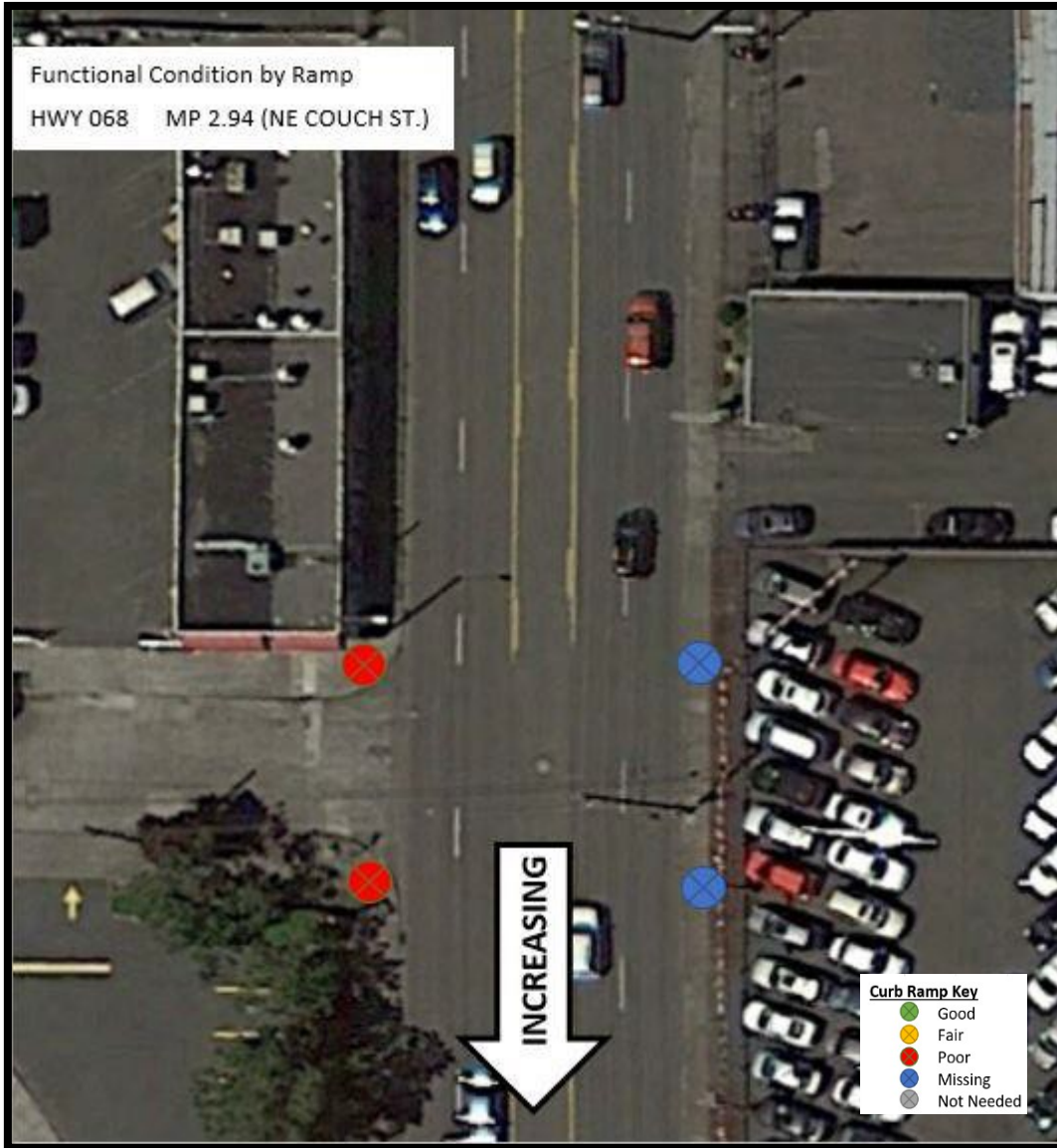
35. HWY 068 MP 2.84 (NE EVERETT ST.)



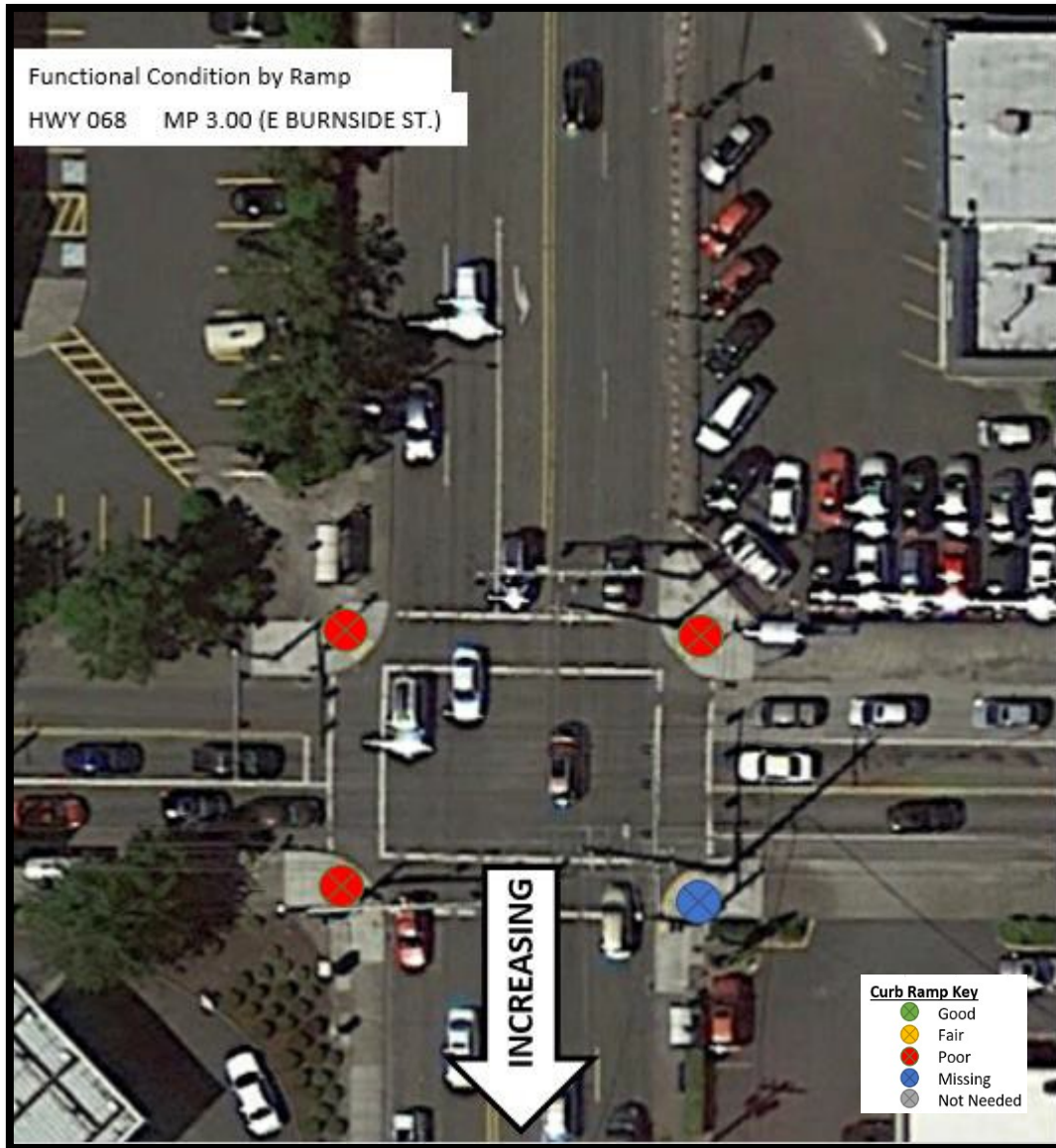
36. HWY 068 MP 2.87 (NE DAVIS ST.)



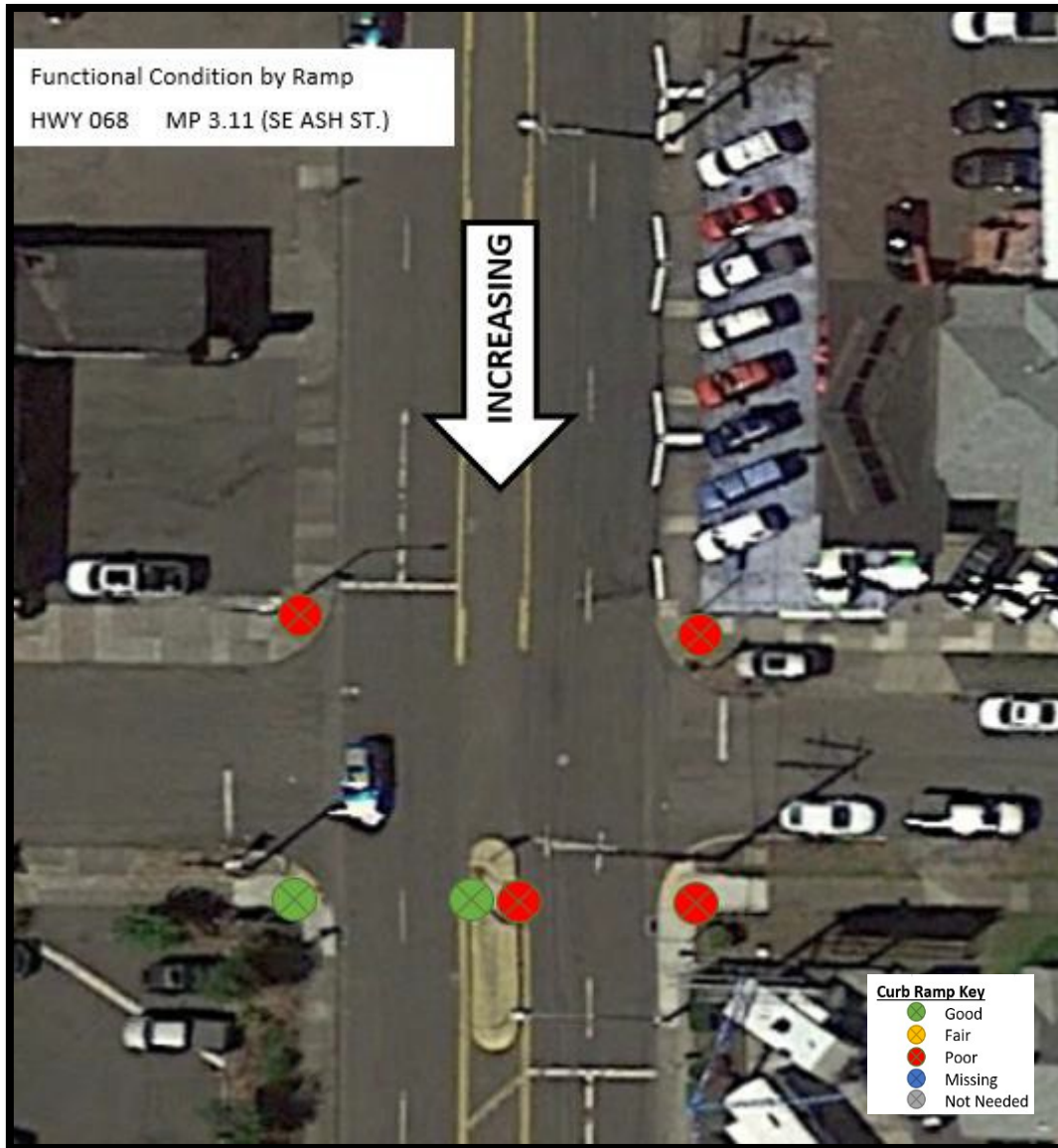
37. HWY 068 MP 2.94 (NE COUCH ST.)



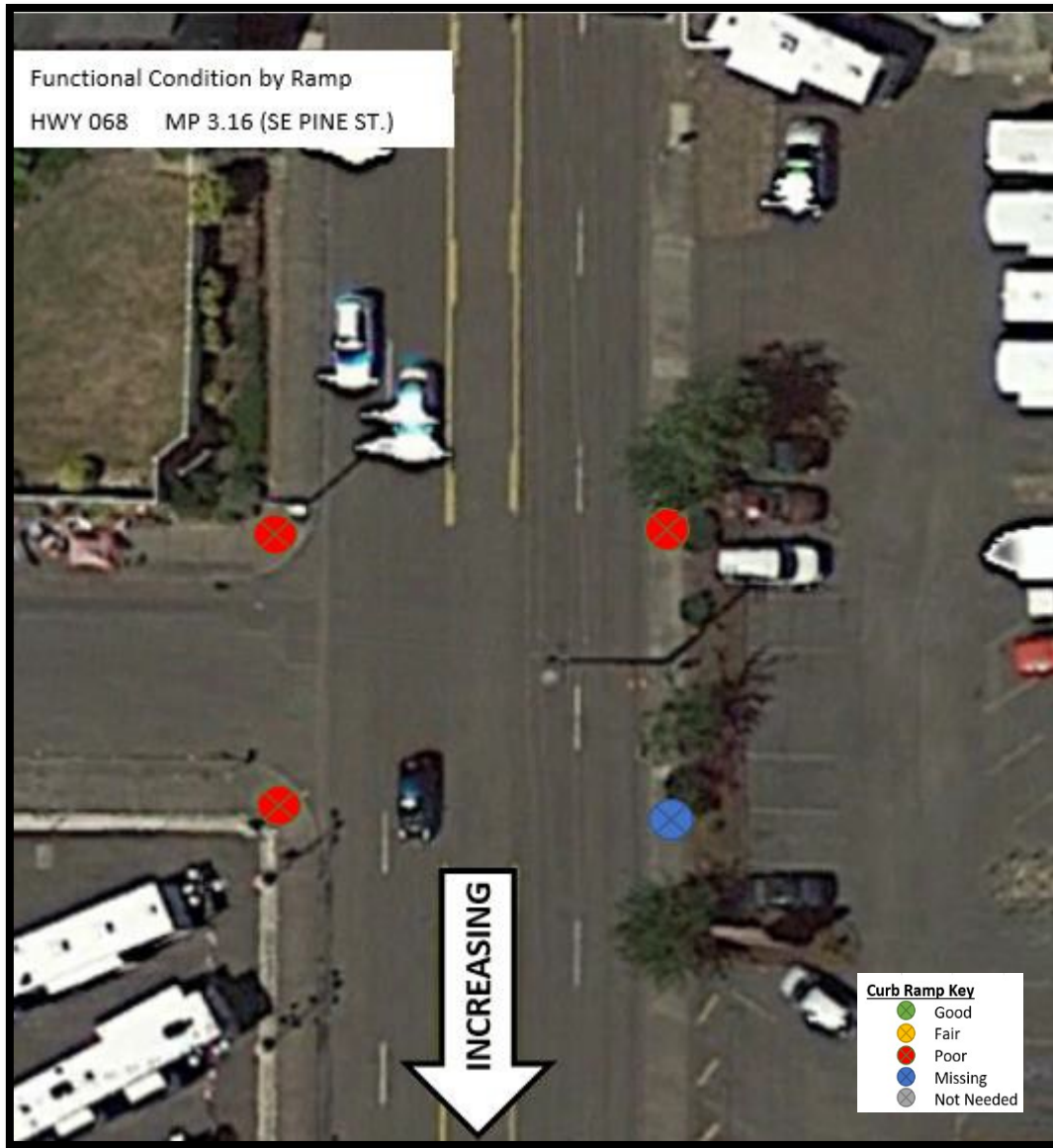
38. HWY 068 MP 3.00 (E BURNSIDE ST.)



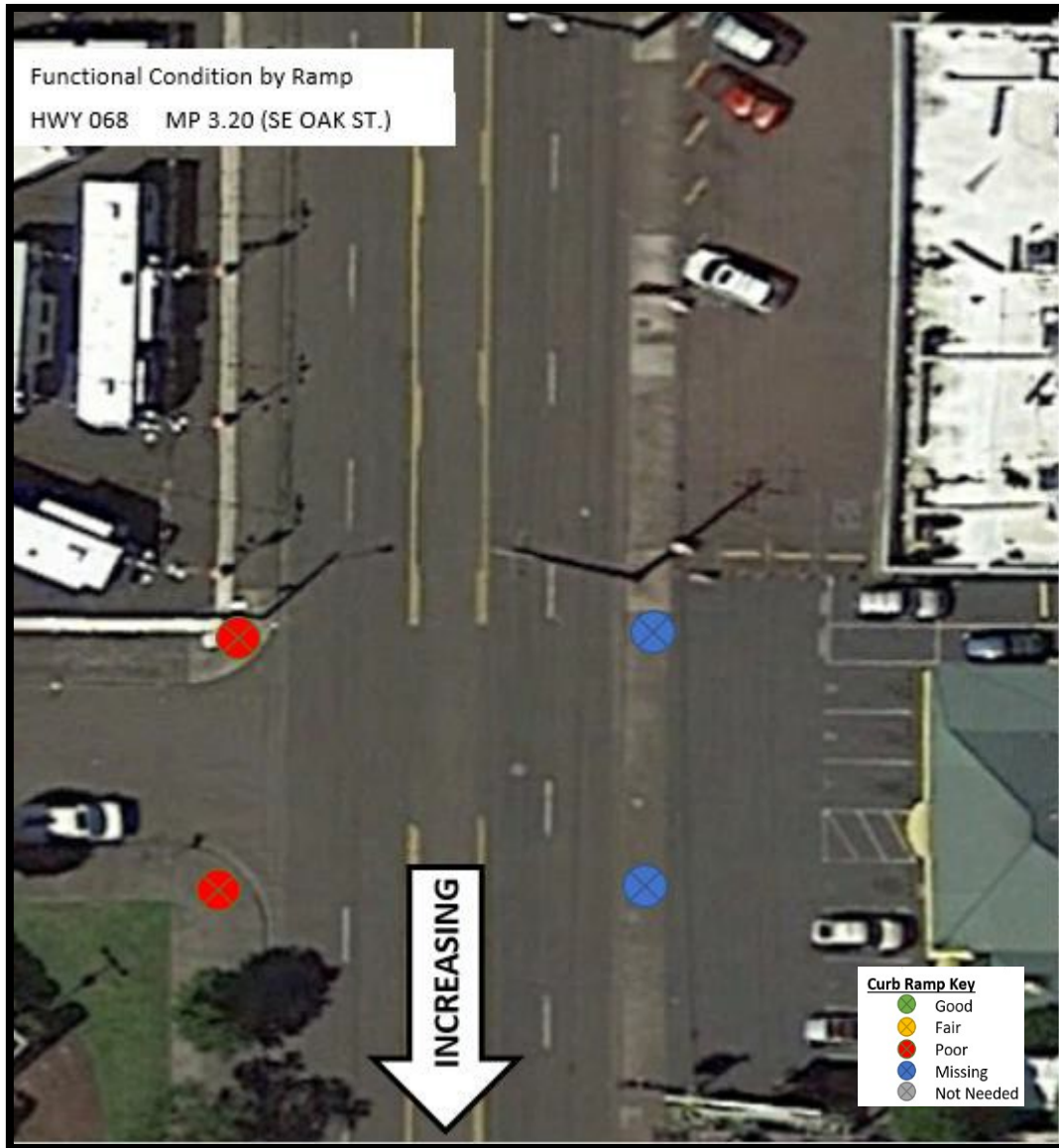
39. HWY 068 MP 3.11 (SE ASH ST.)



40. HWY 068 MP 3.16 (SE PINE ST.)



41. HWY 068 MP 3.20 (SE OAK ST.)



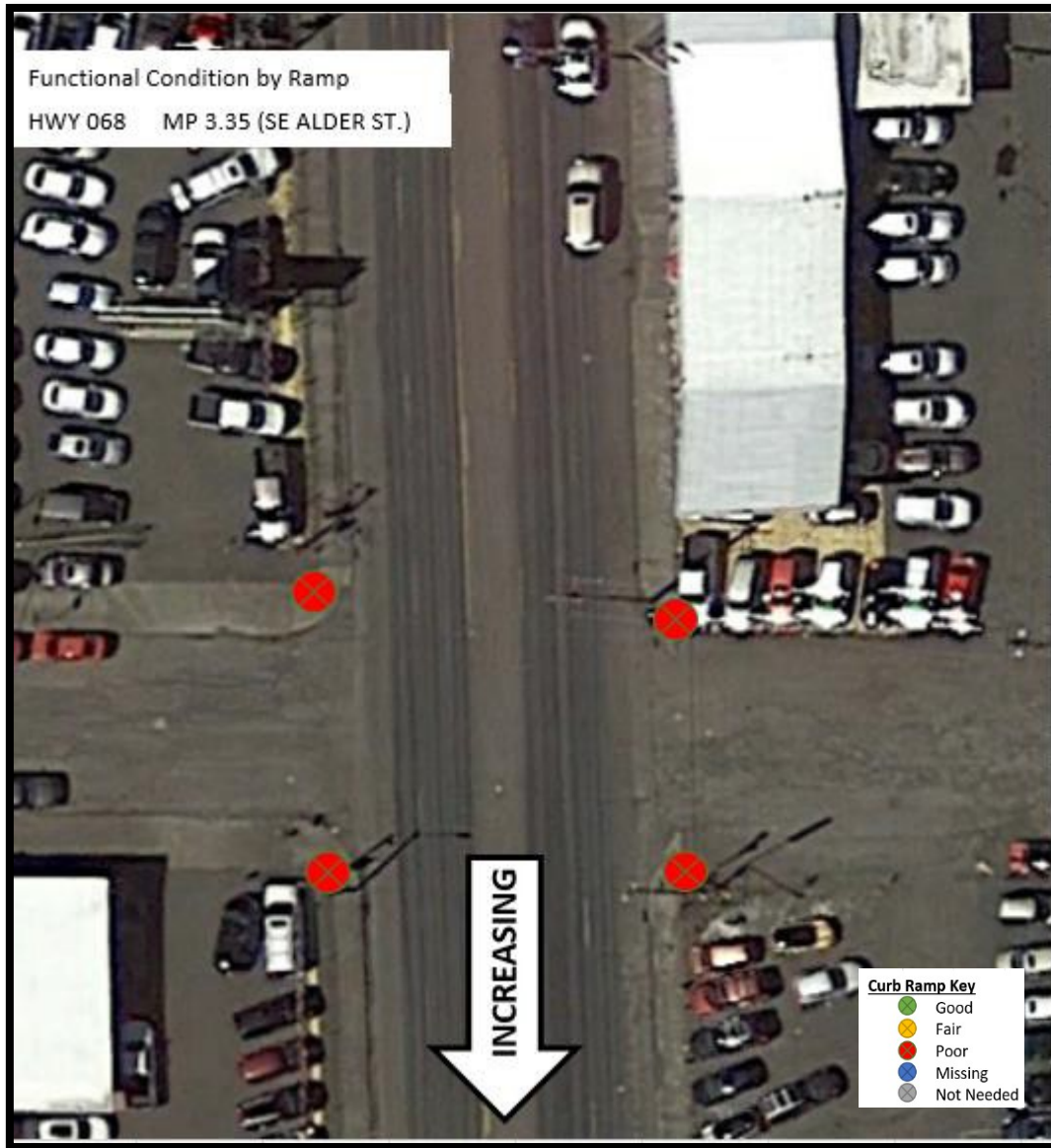
42. HWY 068 MP 3.25 (SE STARK ST.)



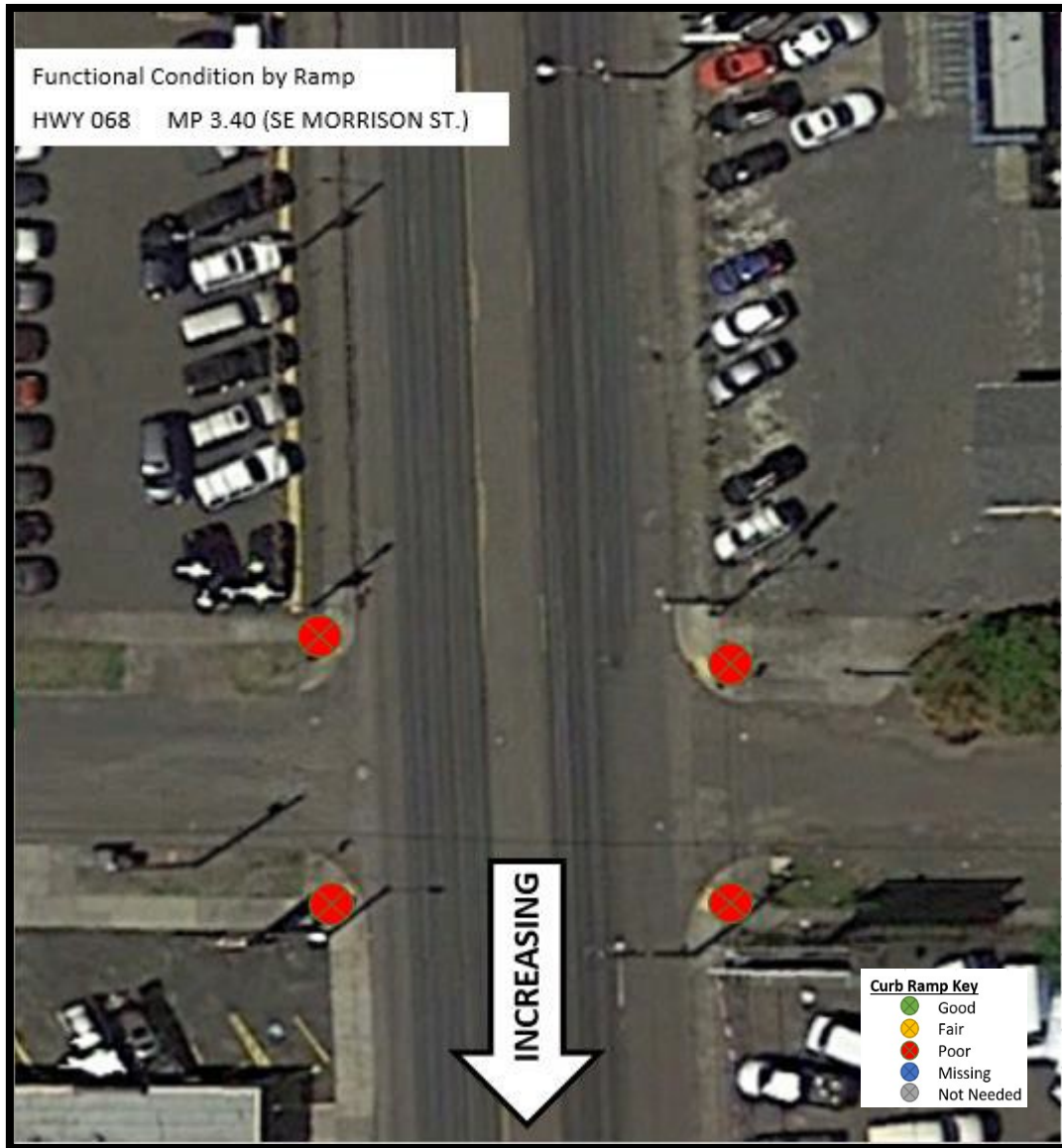
43. HWY 068 MP 3.30 (SE WASHINGTON ST.)



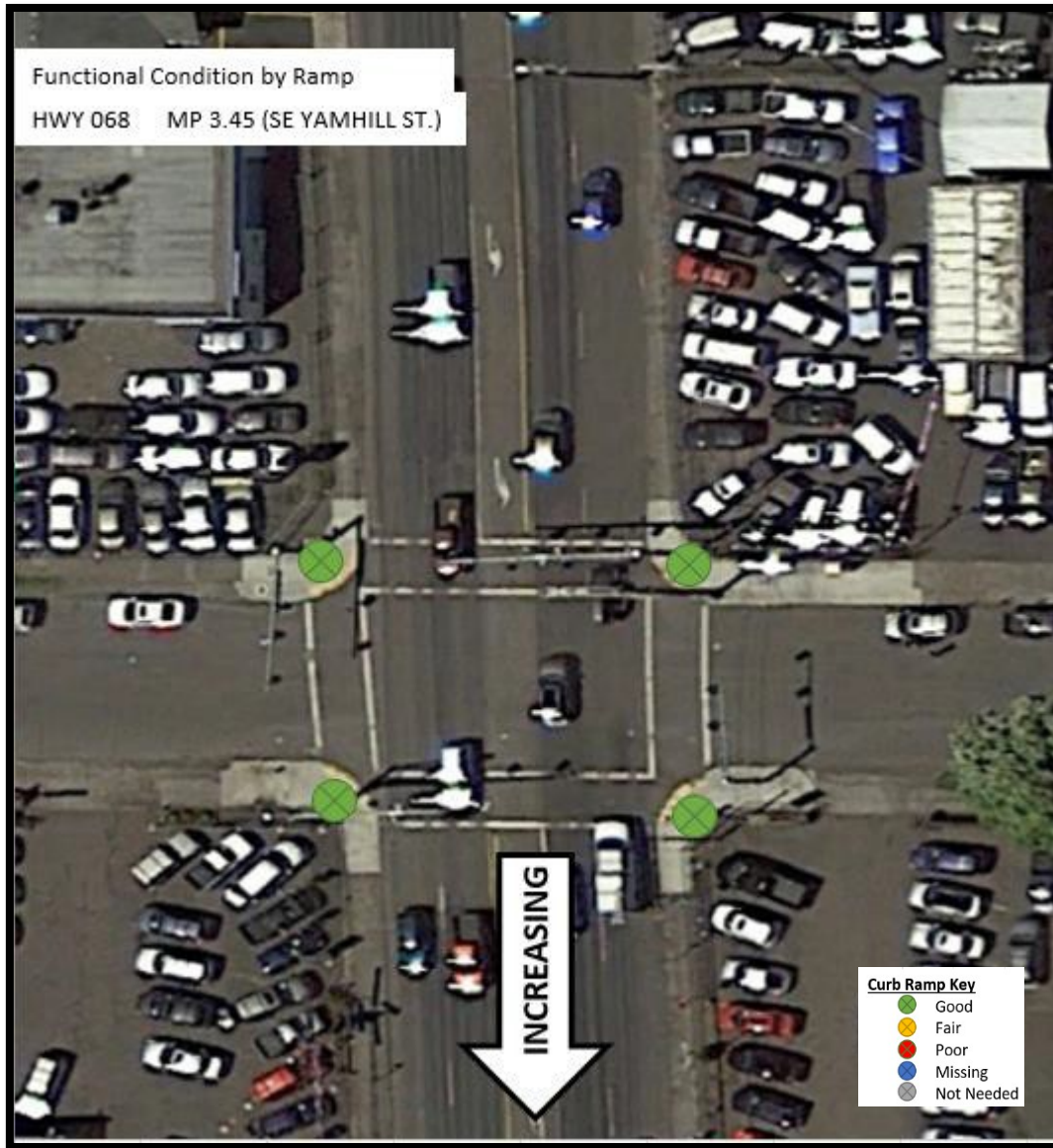
44. HWY 068 MP 3.35 (SE ALDER ST.)



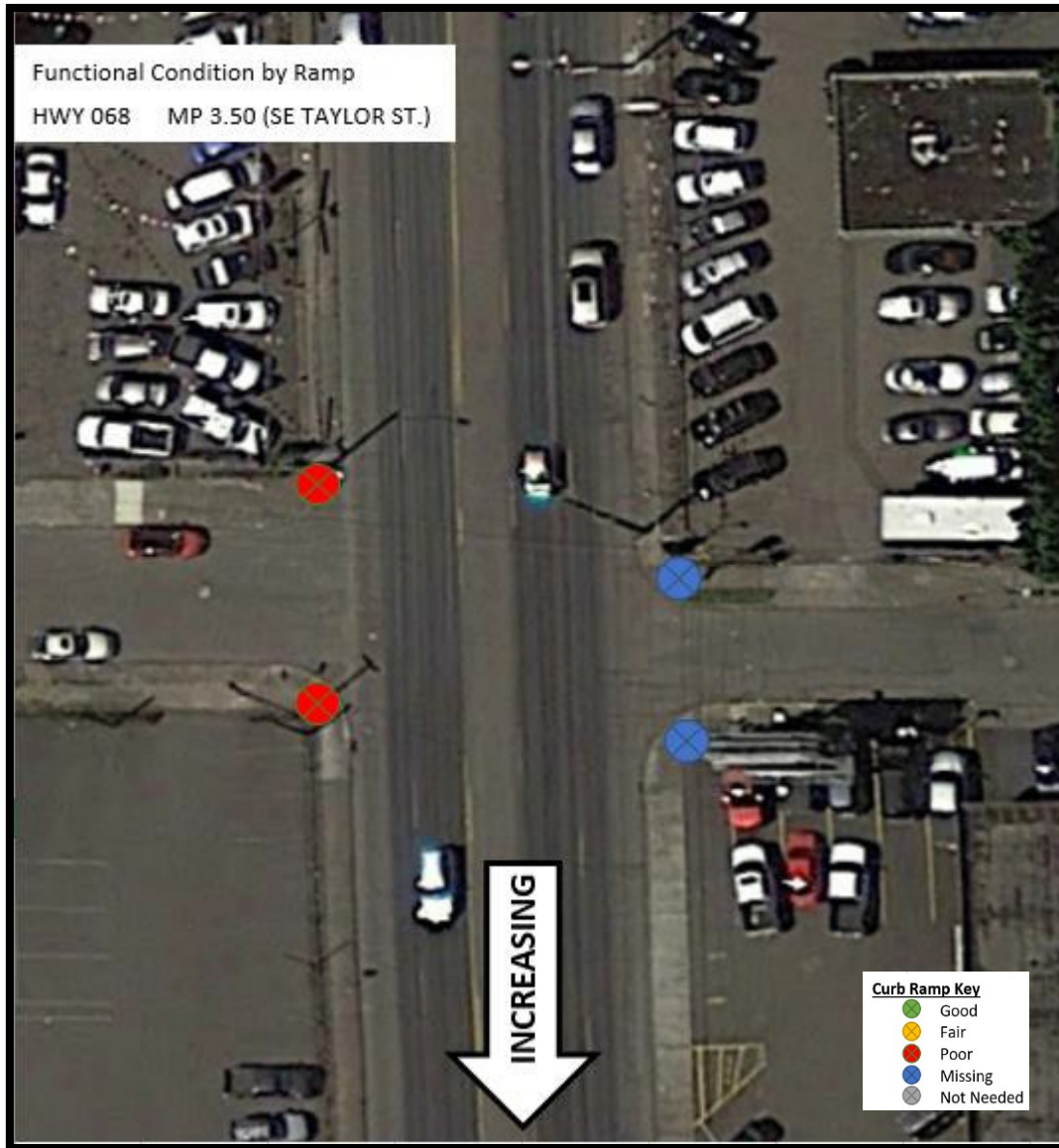
45. HWY 068 MP 3.40 (SE MORRISON ST.)



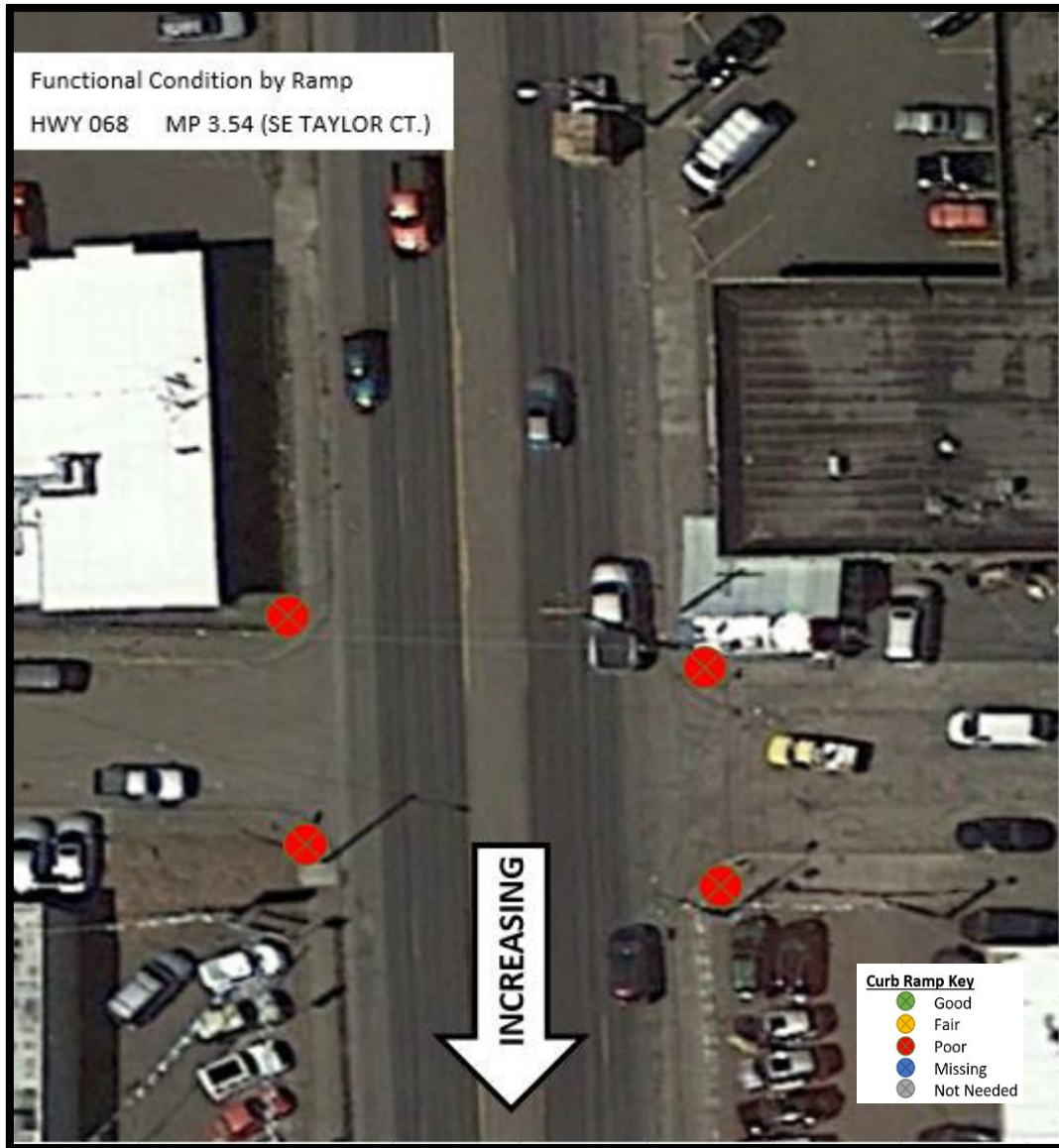
46. HWY 068 MP 3.45 (SE YAMHILL ST.)



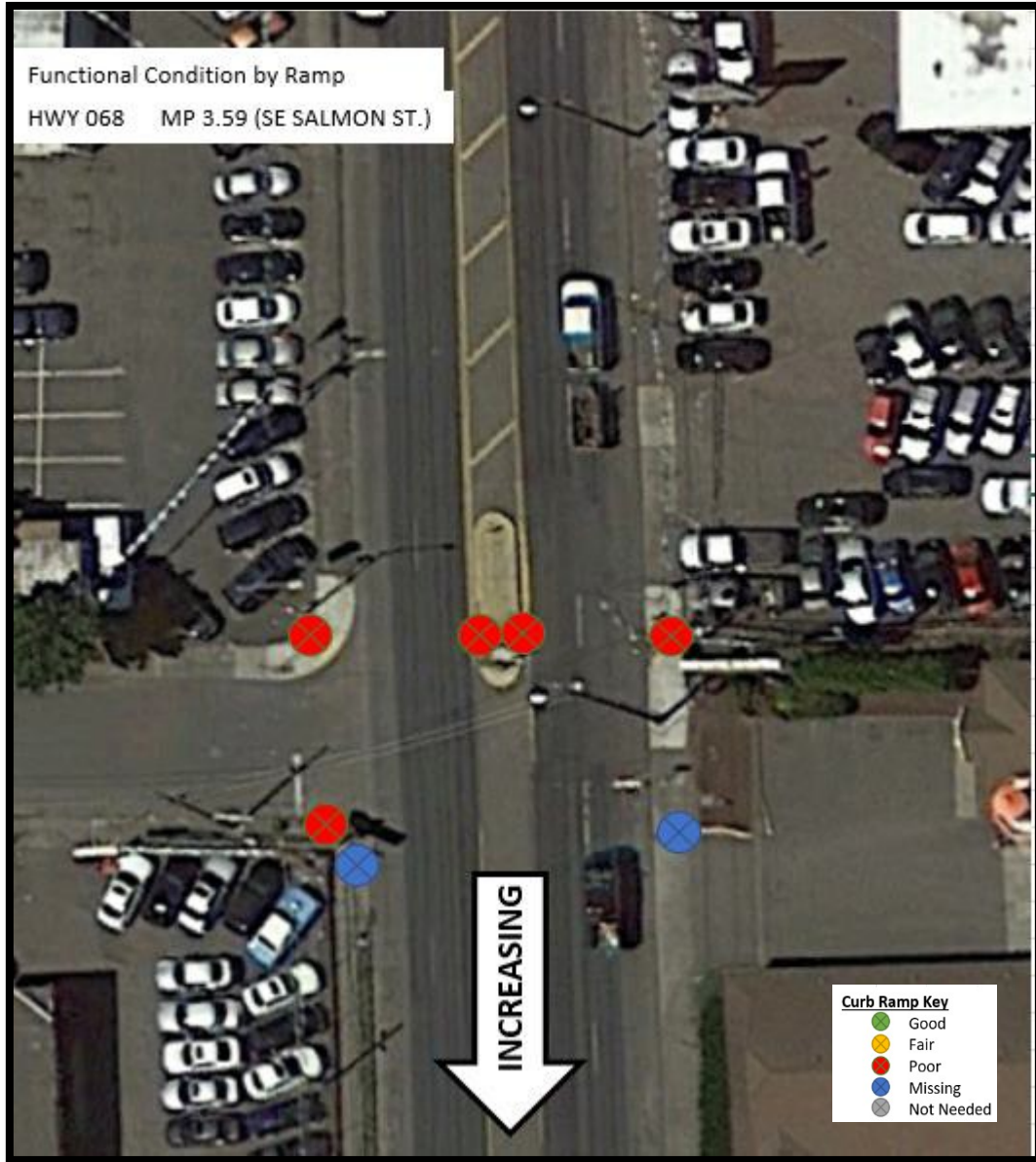
47. HWY 068 MP 3.50 (SE TAYLOR ST.)



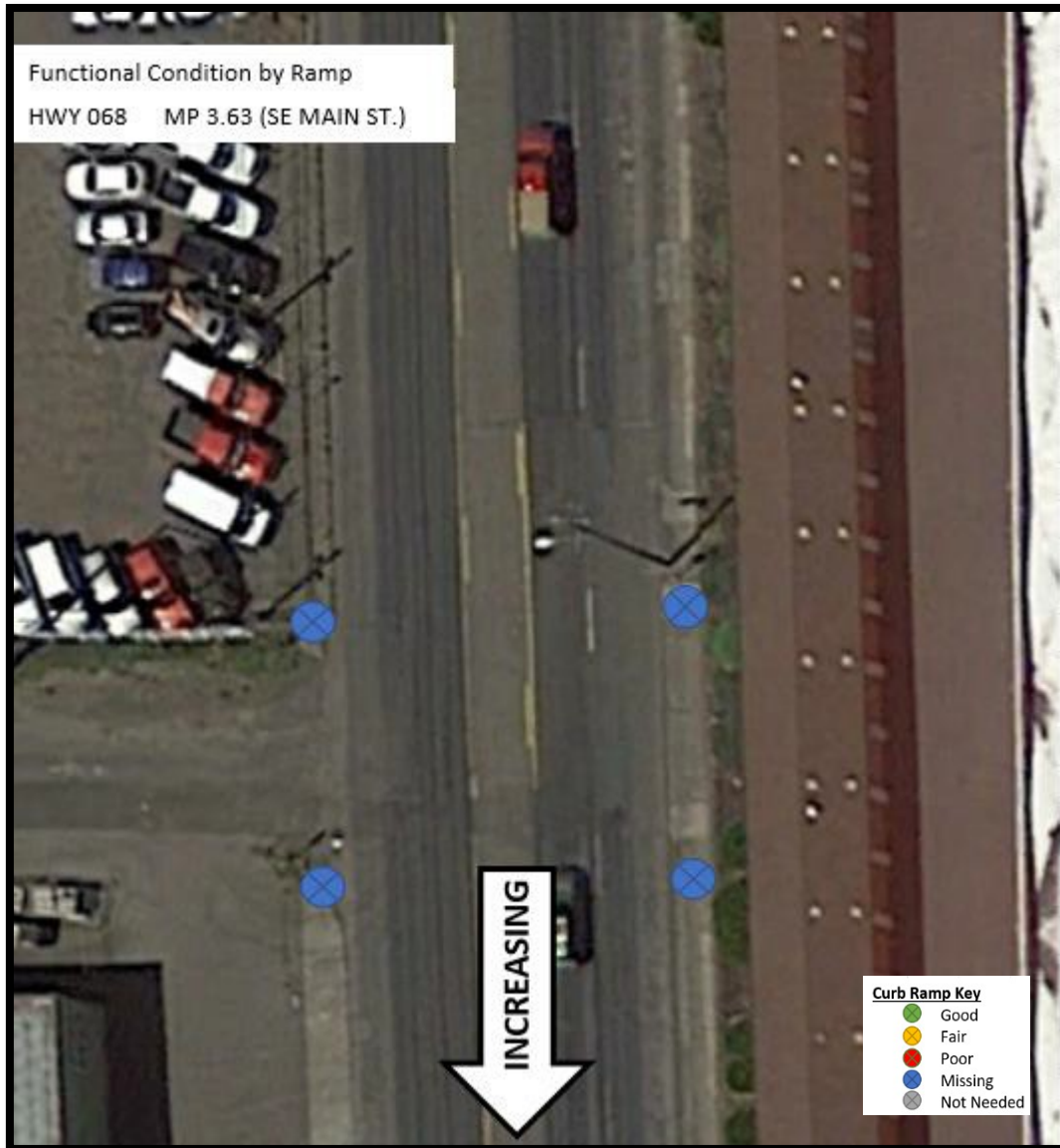
48. HWY 068 MP 3.54 (SE TAYLOR CT.)



49. HWY 068 MP 3.59 (SE SALMON ST.)



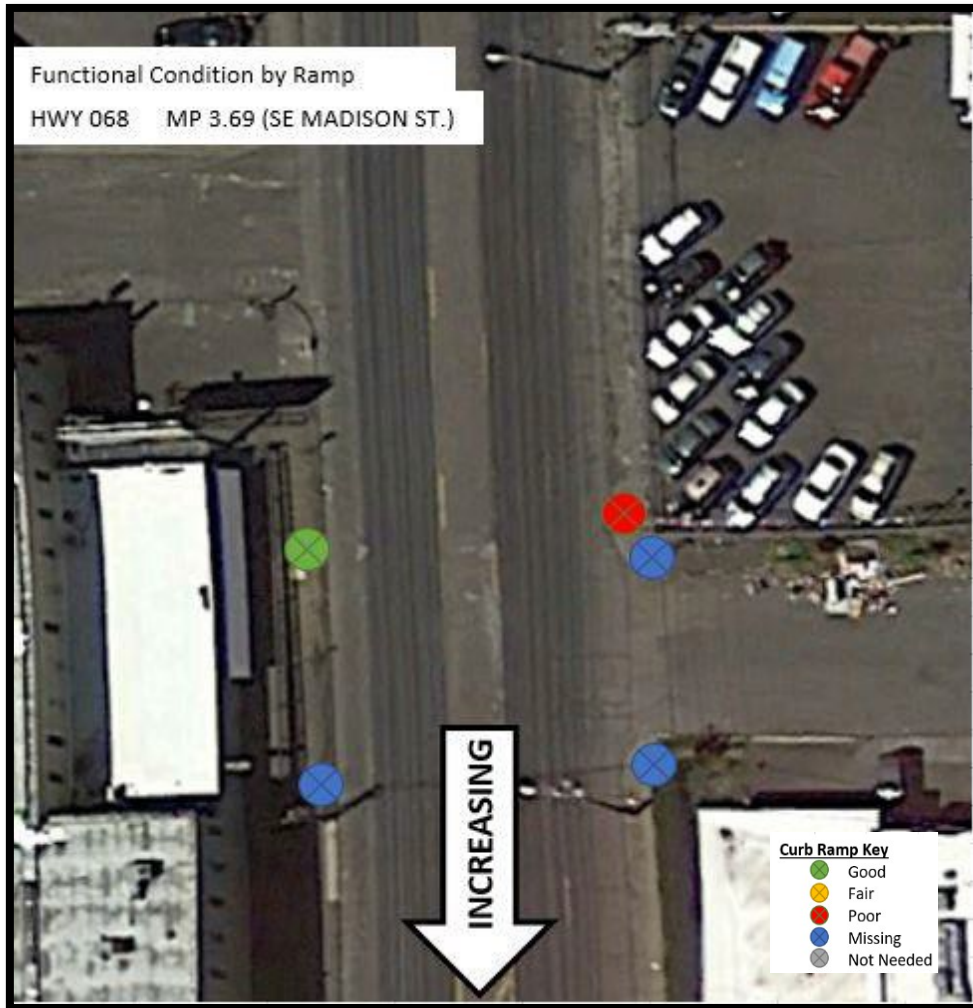
50. HWY 068 MP 3.63 (SE MAIN ST.)



51. HWY 068 MP 3.68 (SE MADISON ST.)



52. HWY 068 MP 3.69 (SE MADISON ST.)



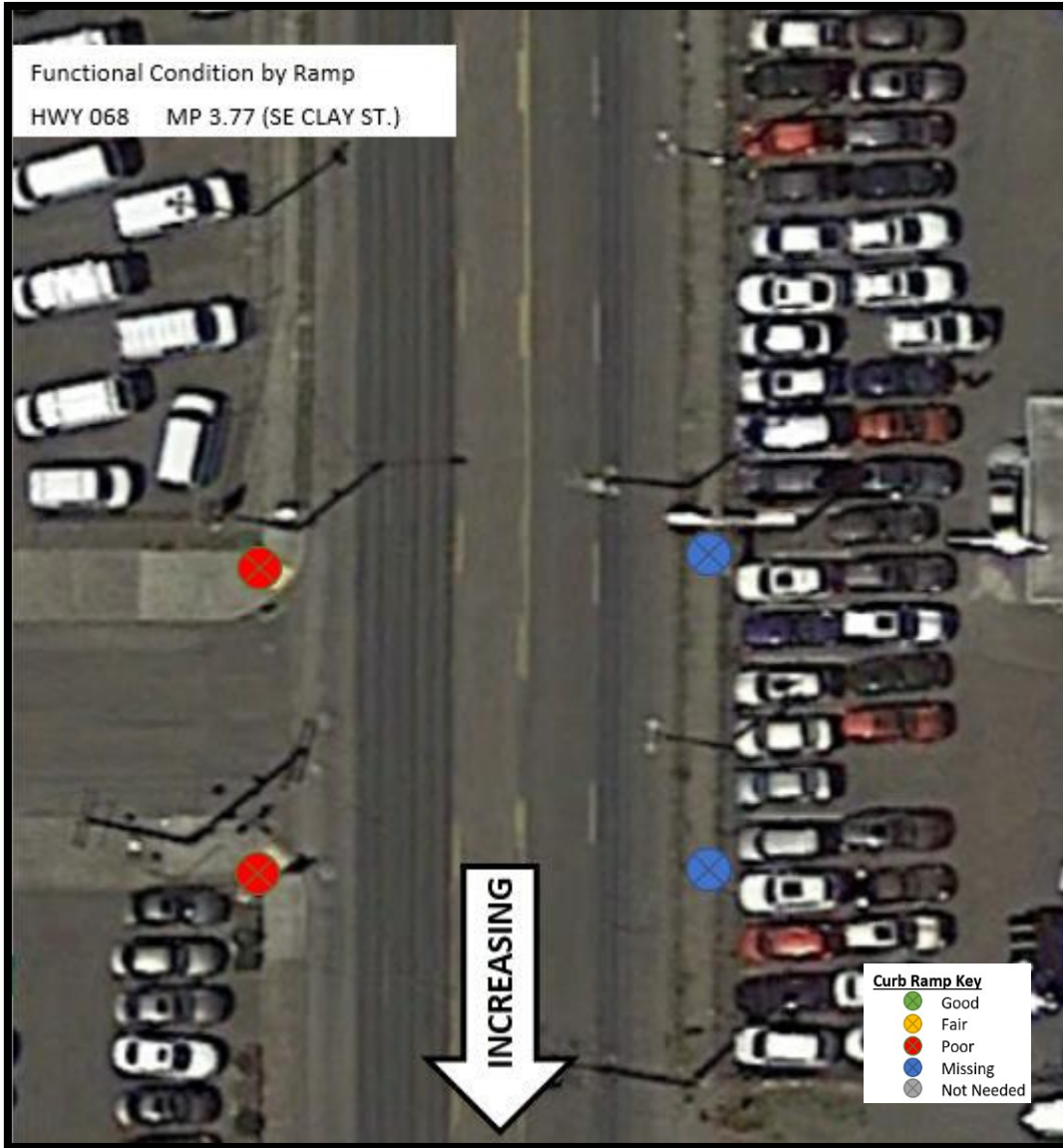
53. HWY 068 MP 3.72 (SE HAWTHORNE BLVD.)



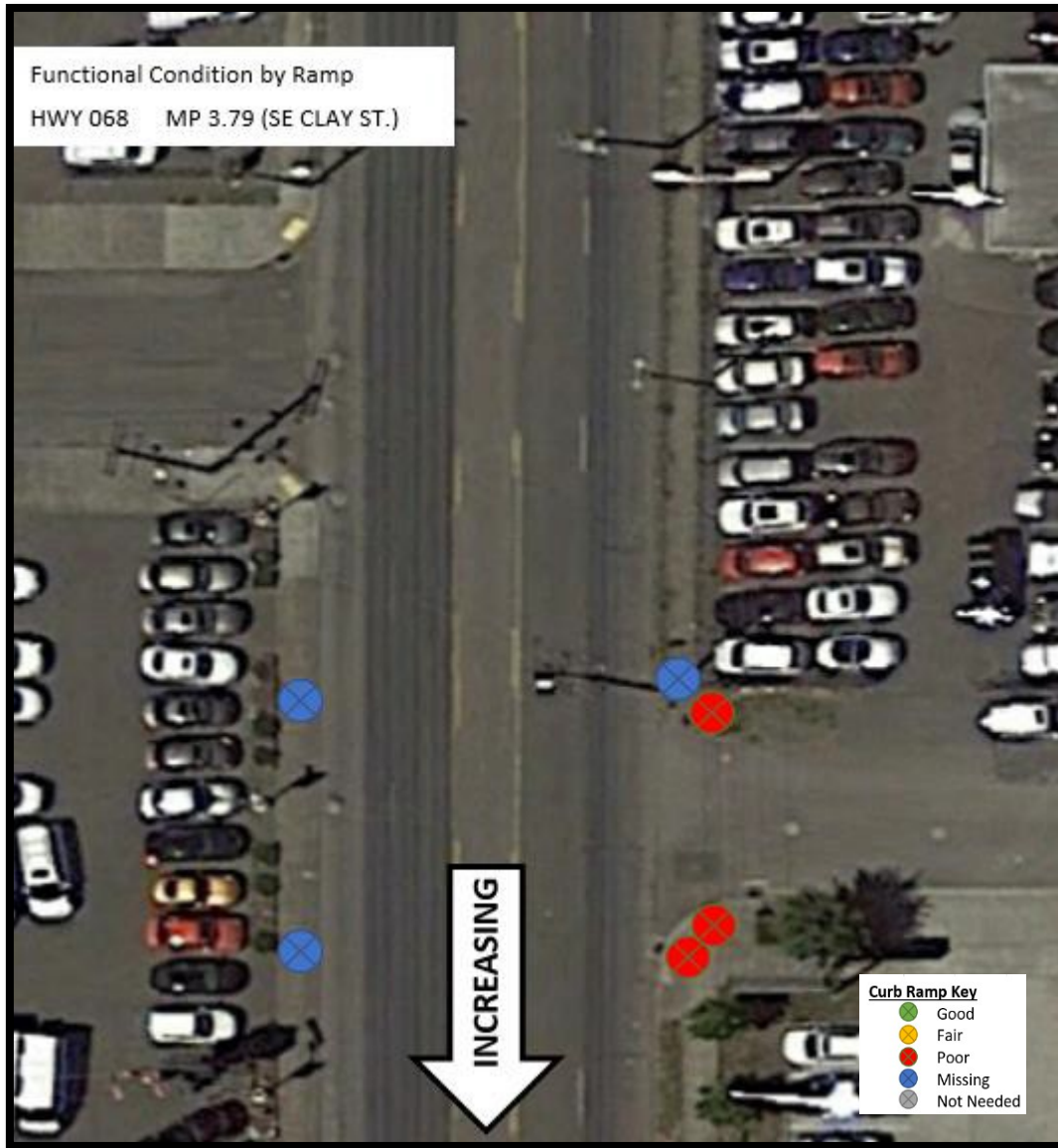
54. HWY 068 MP 3.74 (SE HAWTHORNE BLVD.)



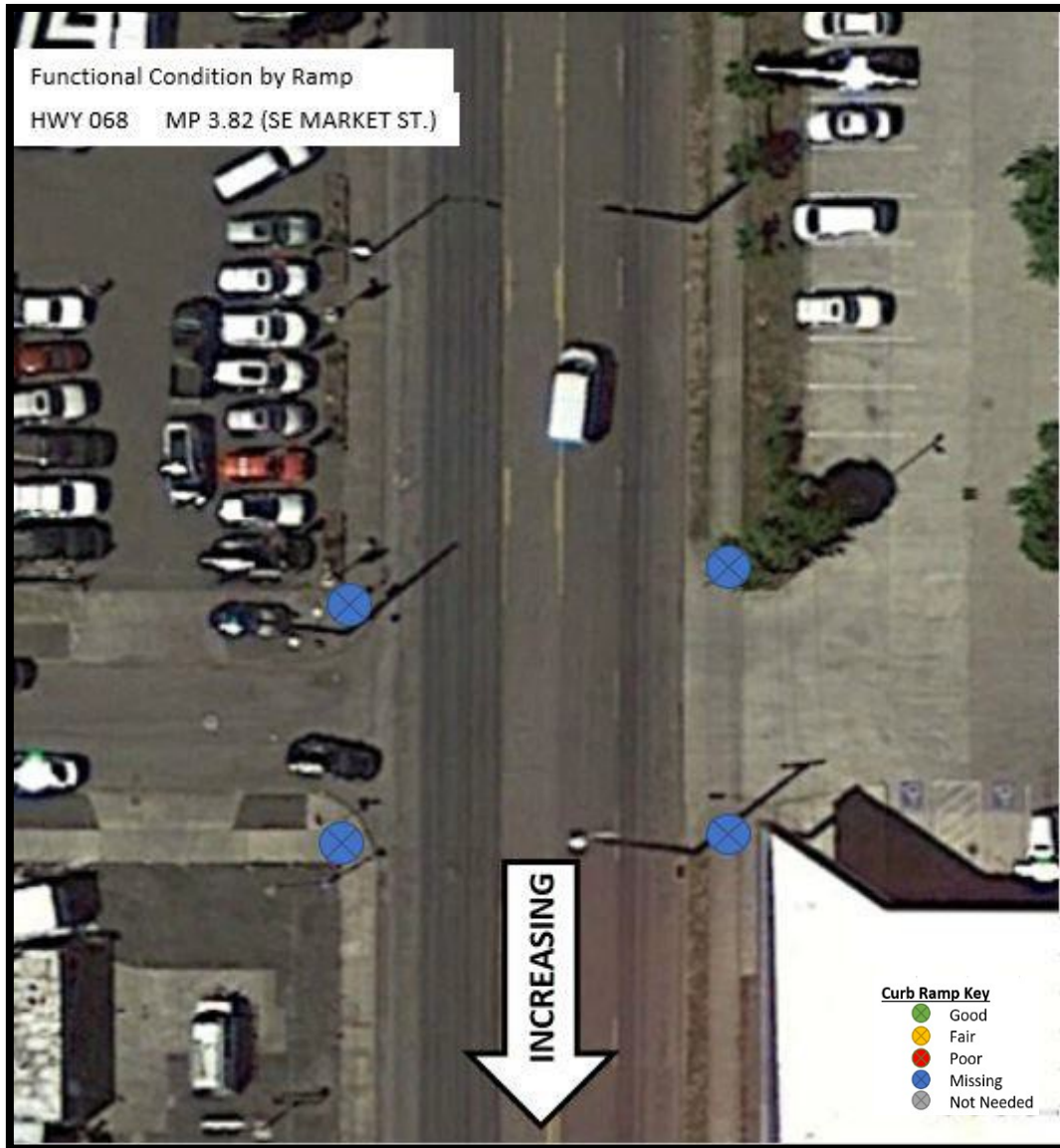
55. HWY 068 MP 3.77 (SE CLAY ST.)



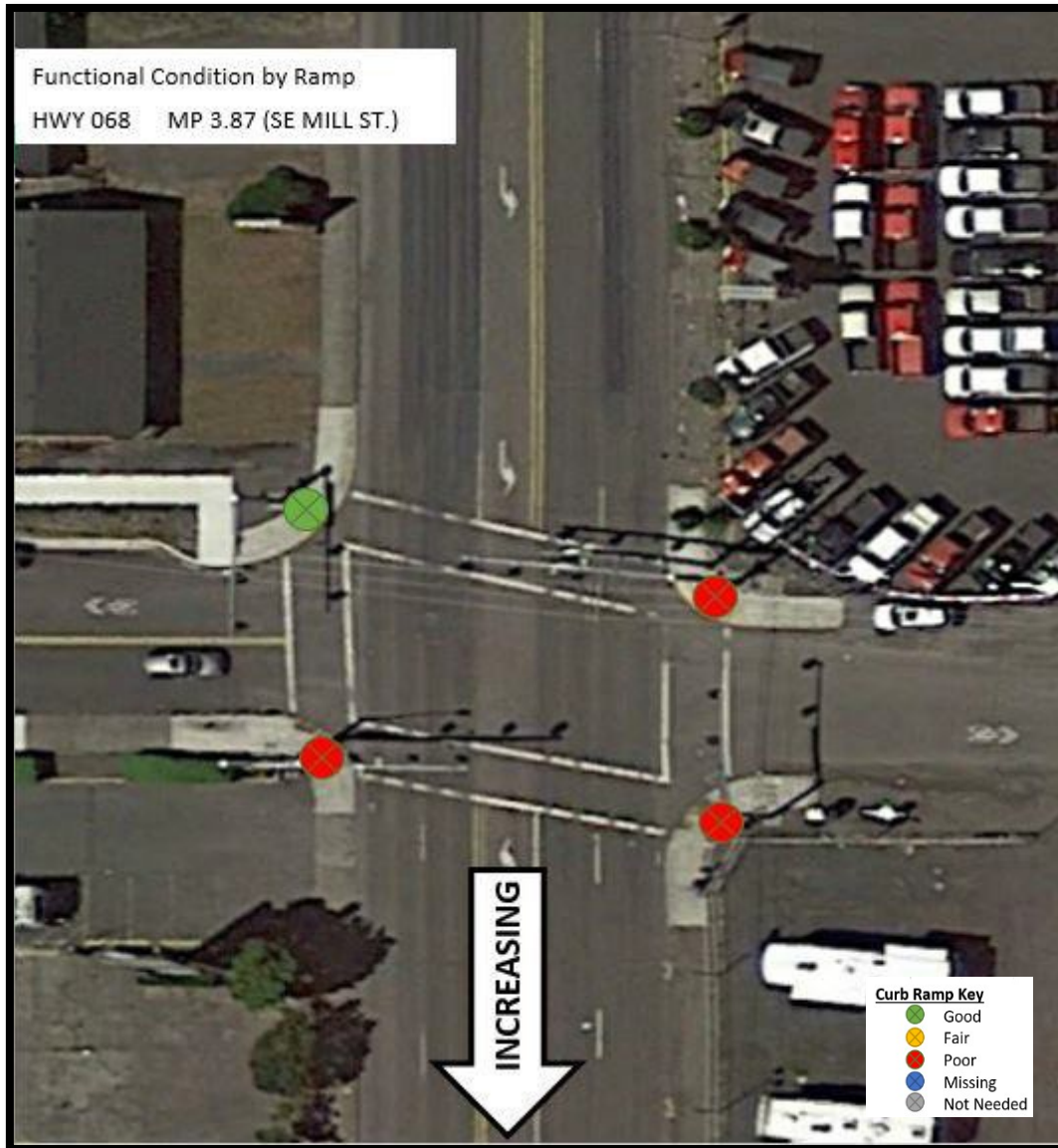
56. HWY 068 MP 3.79 (SE CLAY ST.)



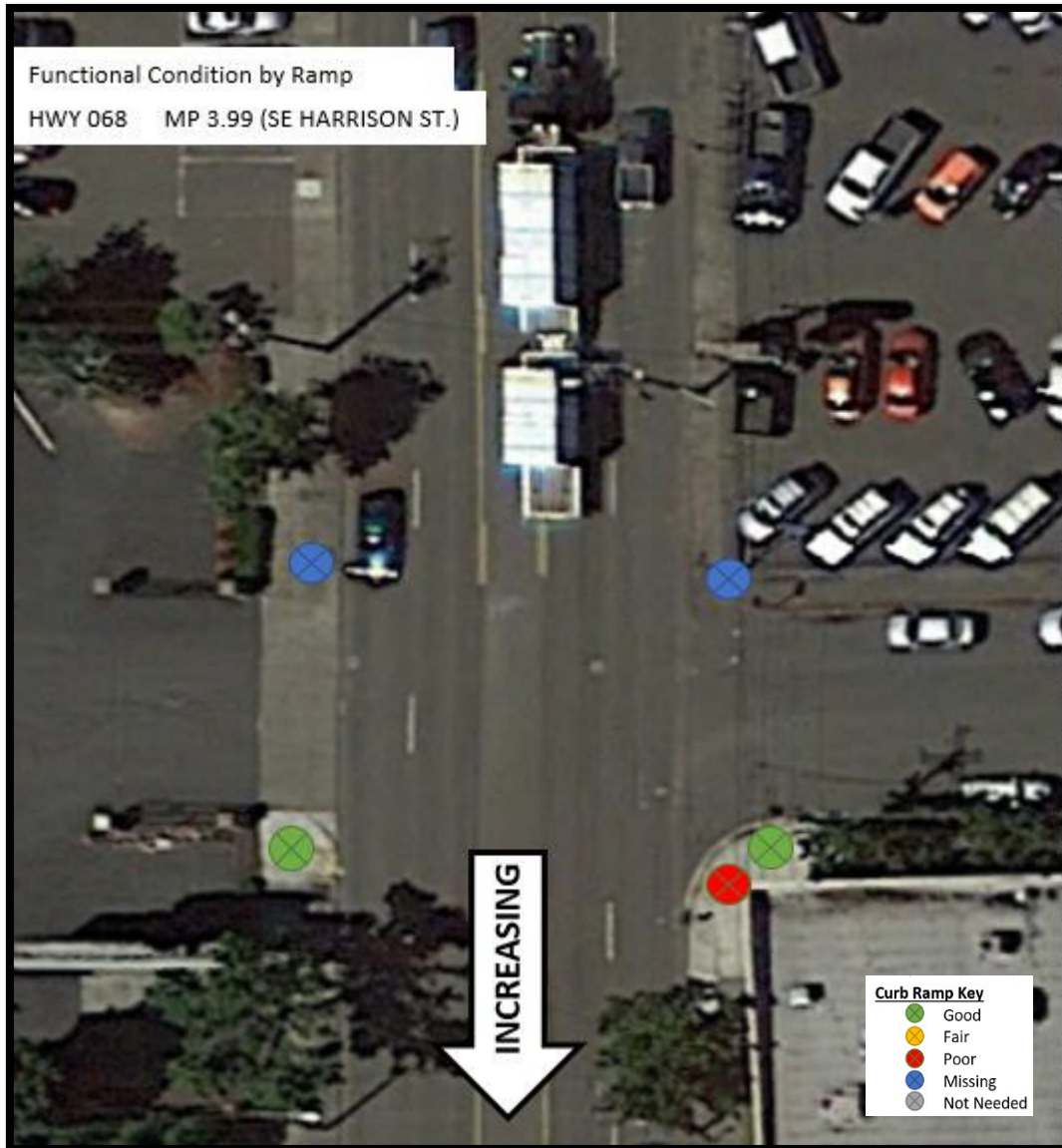
57. HWY 068 MP 3.82 (SE MARKET ST.)



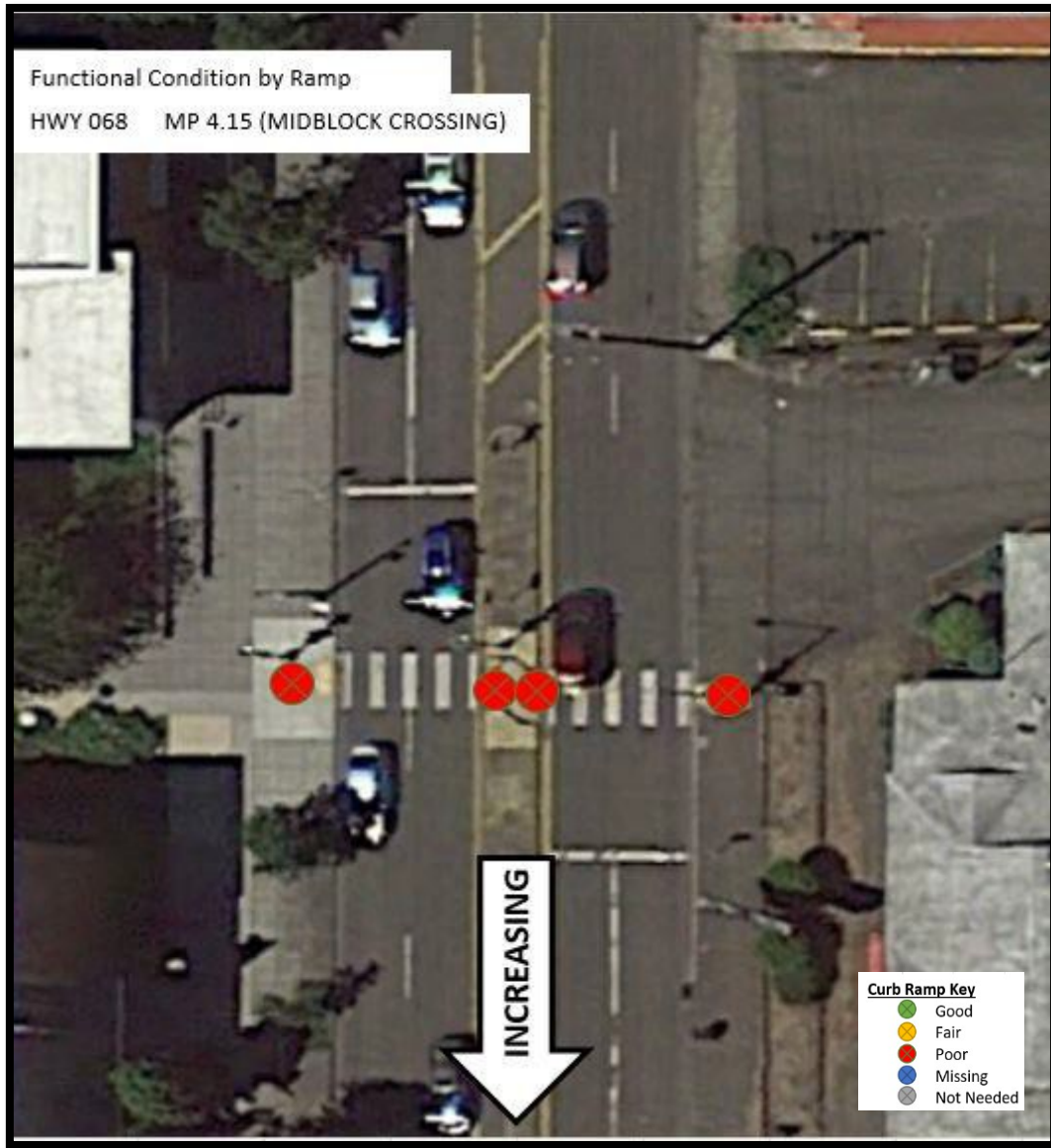
58. HWY 068 MP 3.87 (SE MILL ST.)



59. HWY 068 MP 3.99 (SE HARRISON ST.)



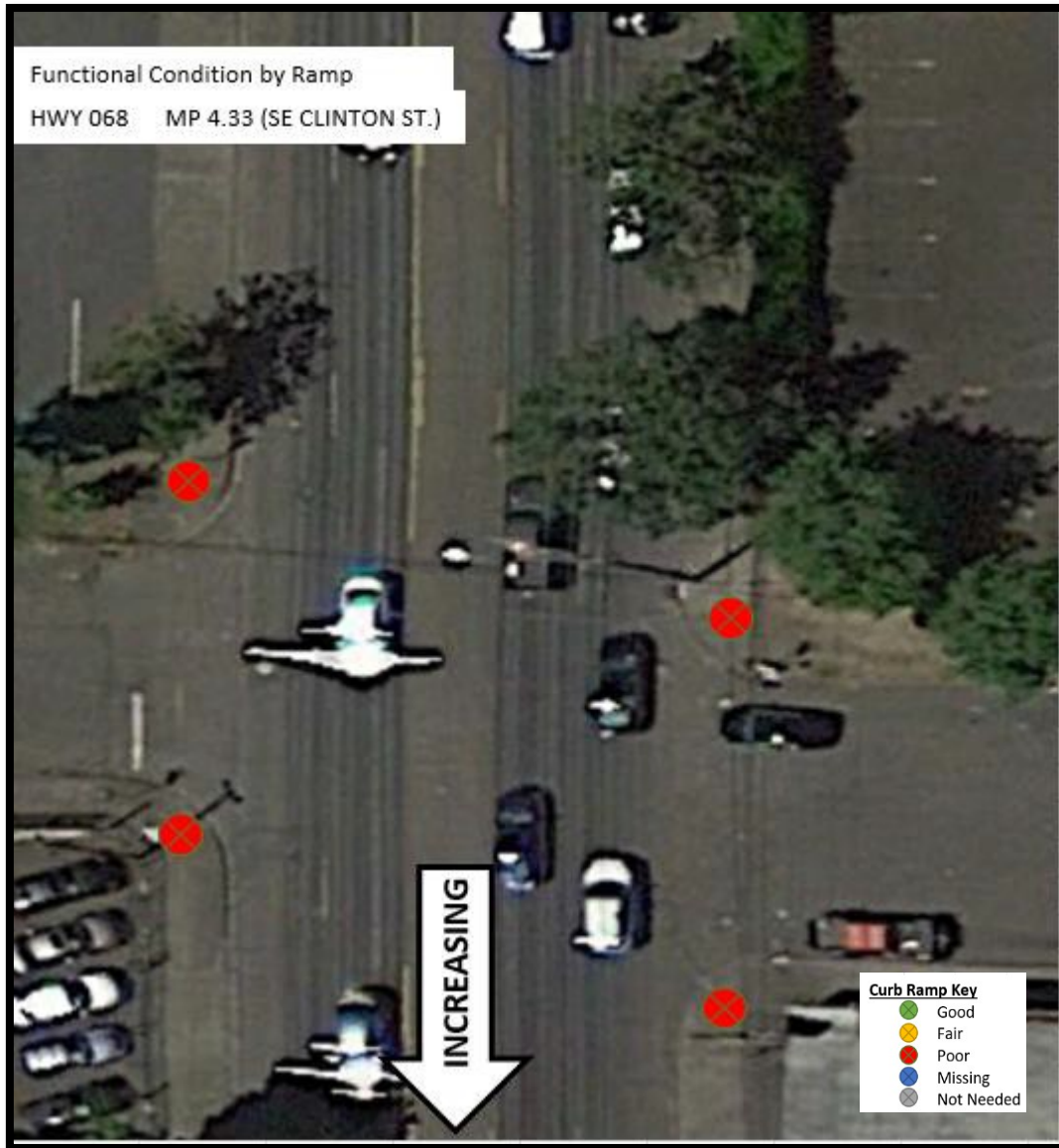
60. HWY 068 MP 4.15 (MIDBLOCK CROSSING)



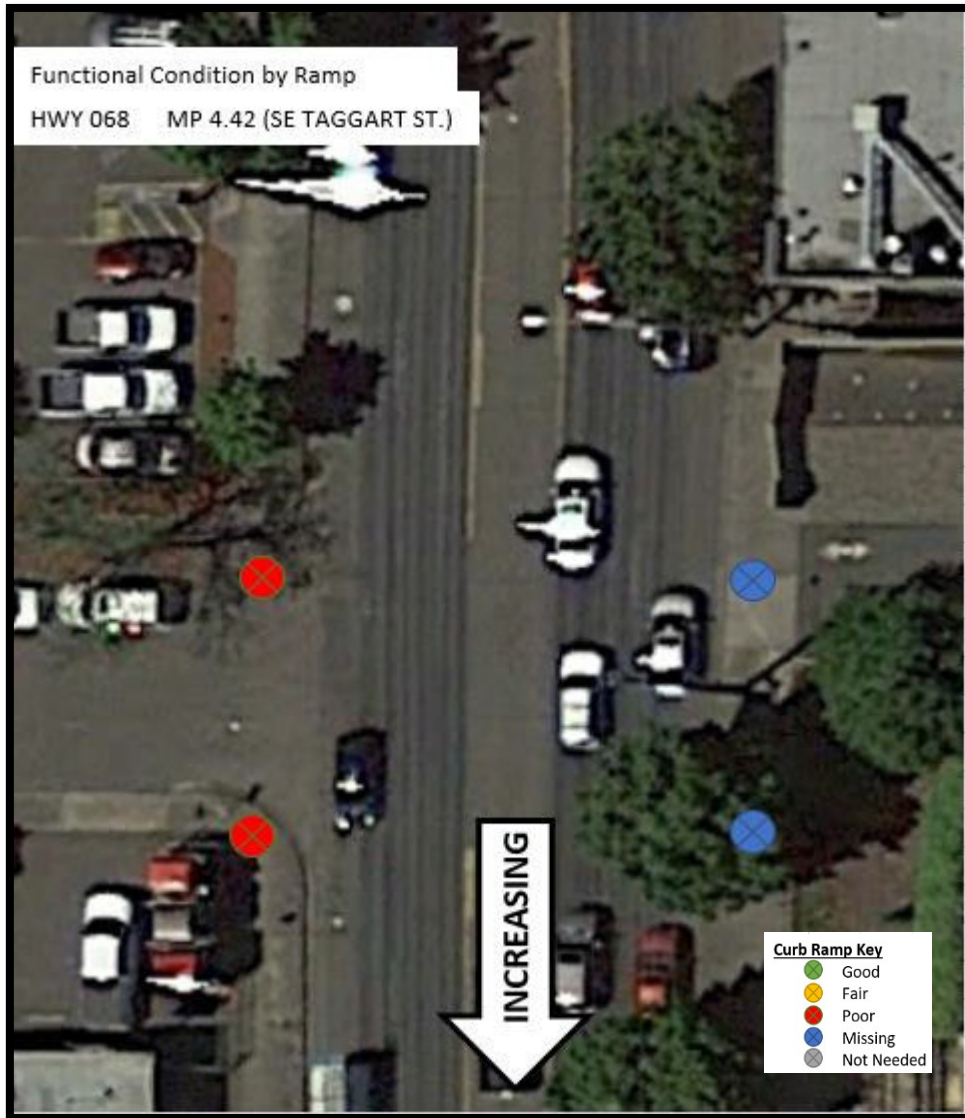
61. HWY 068 MP 4.24 (SE DIVISION ST.)



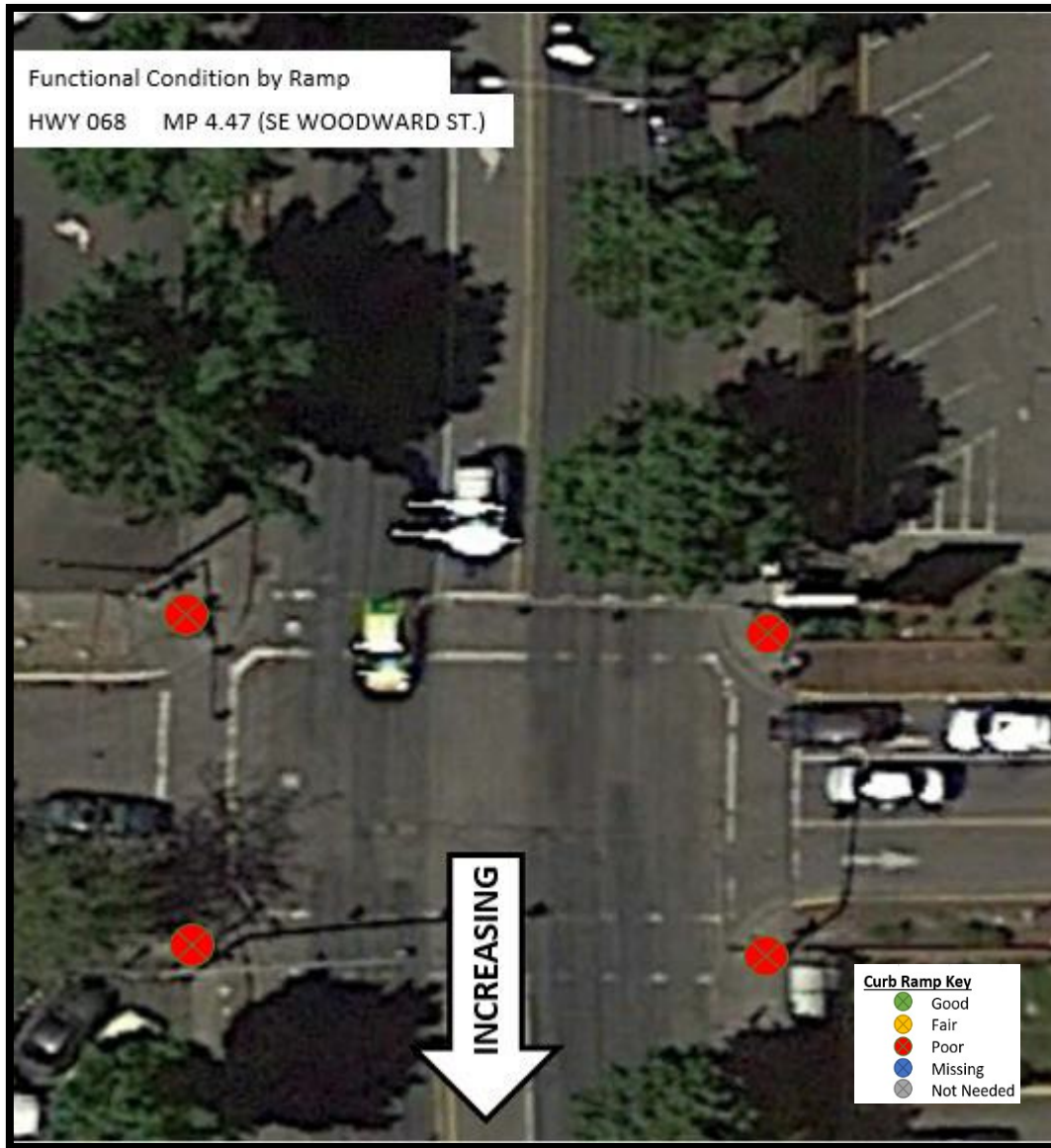
62. HWY 068 MP 4.33 (SE CLINTON ST.)



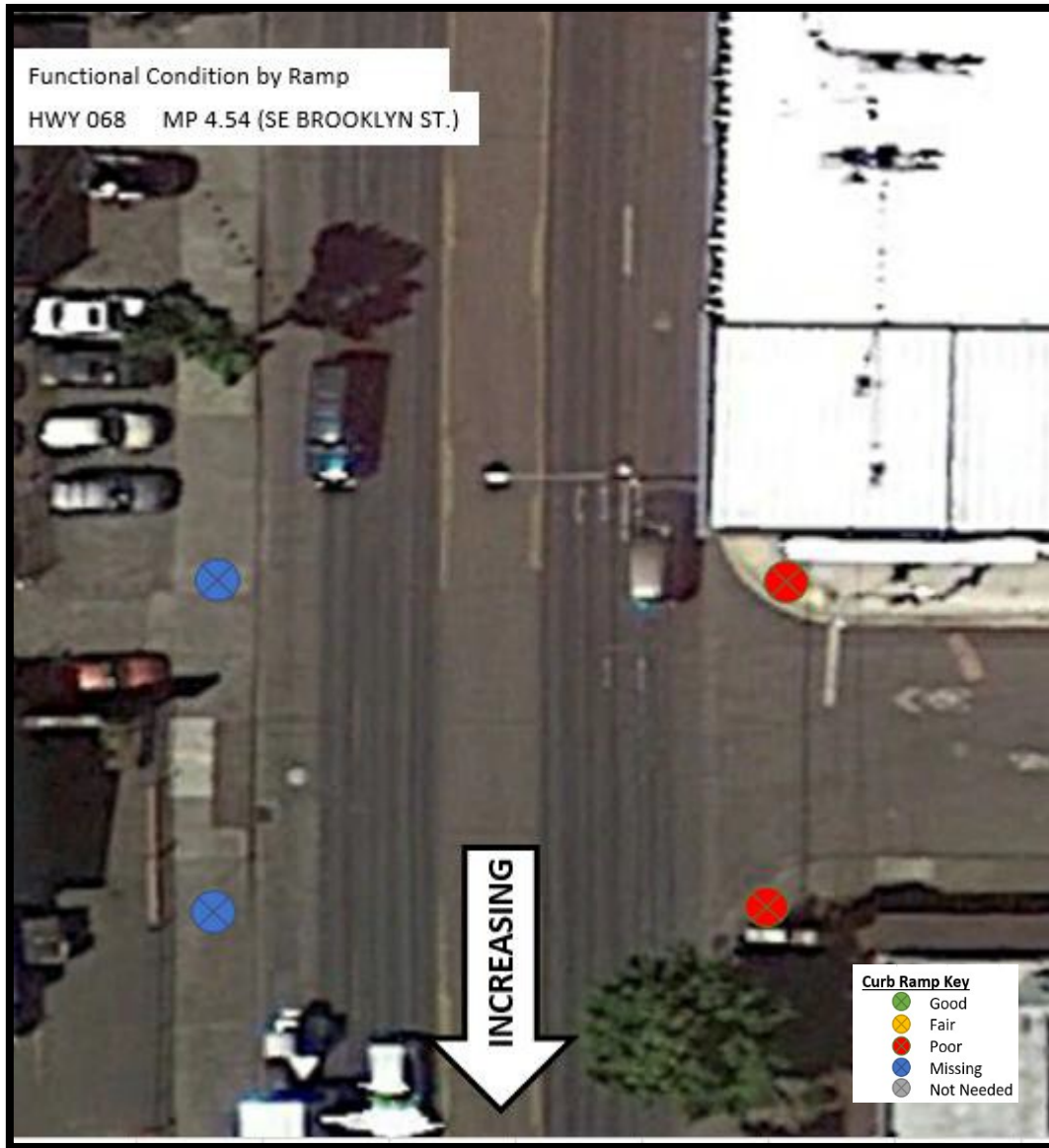
63. HWY 068 MP 4.42 (SE TAGGART ST.)



64. HWY 068 MP 4.47 (SE WOODWARD ST.)



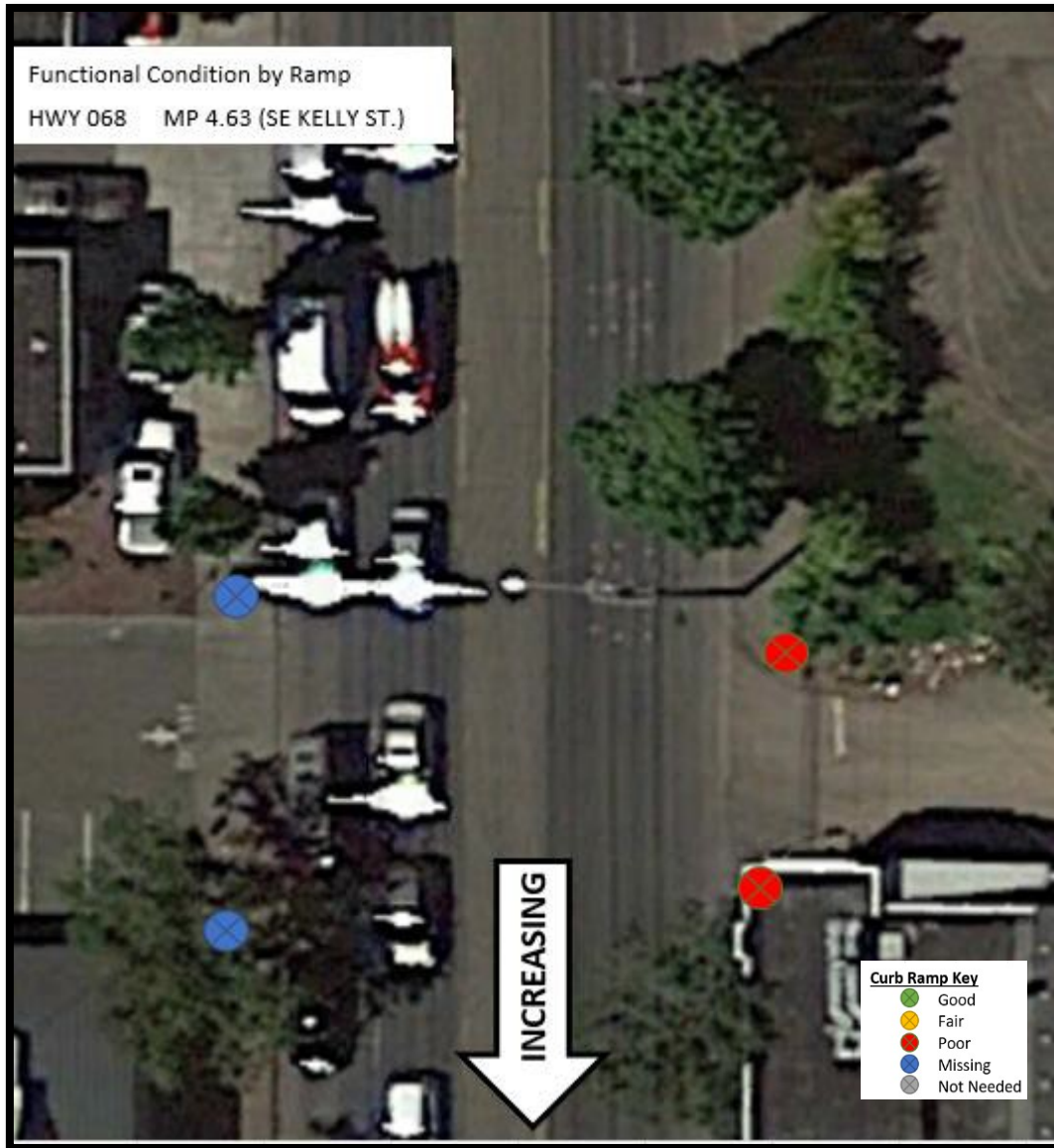
65. WY 068 MP 4.54 (SE BROOKLYN ST.)



66. HWY 068 MP 4.57 (SE TIBBETTS ST.)



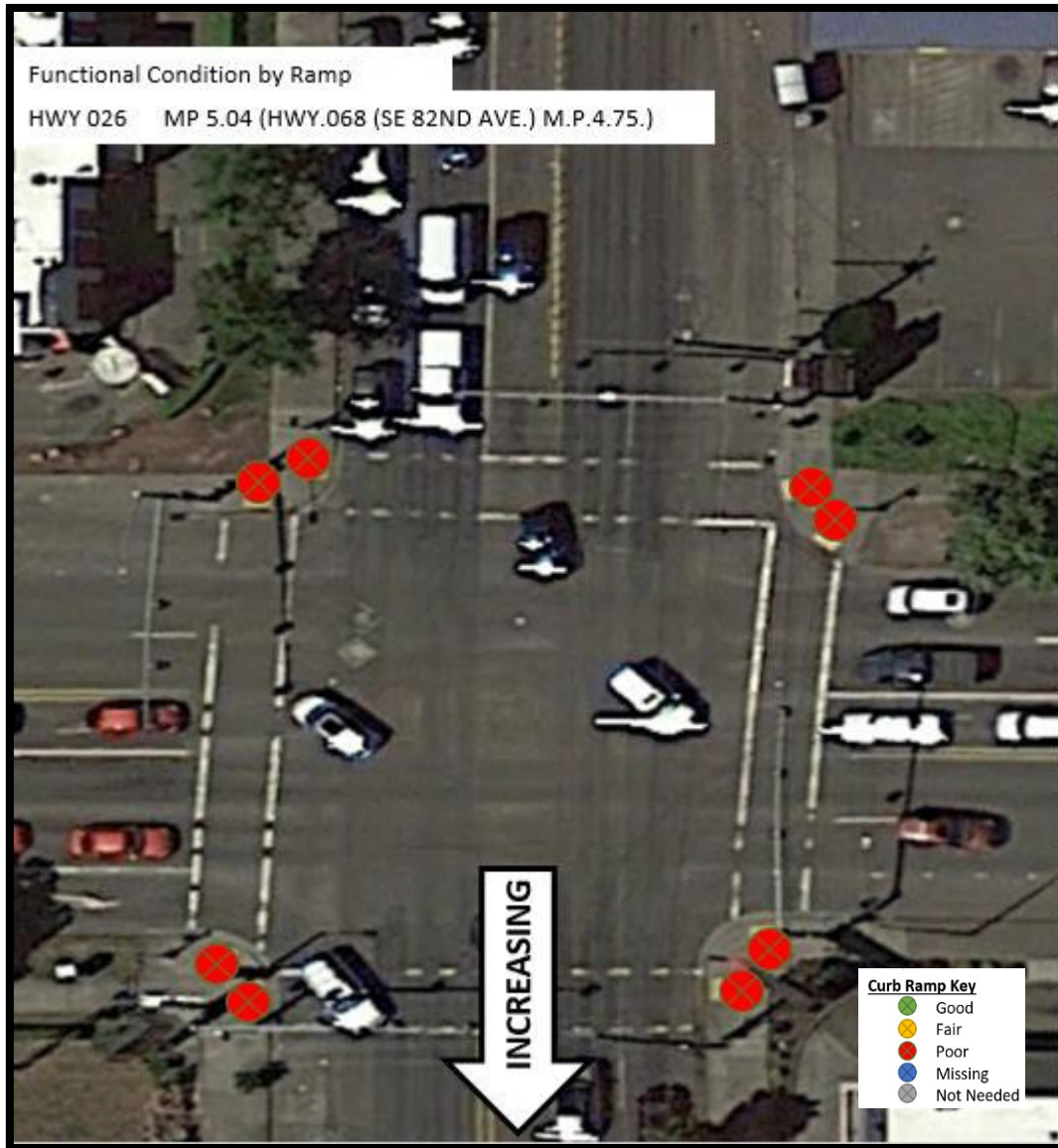
67. HWY 068 MP 4.63 (SE KELLY ST.)



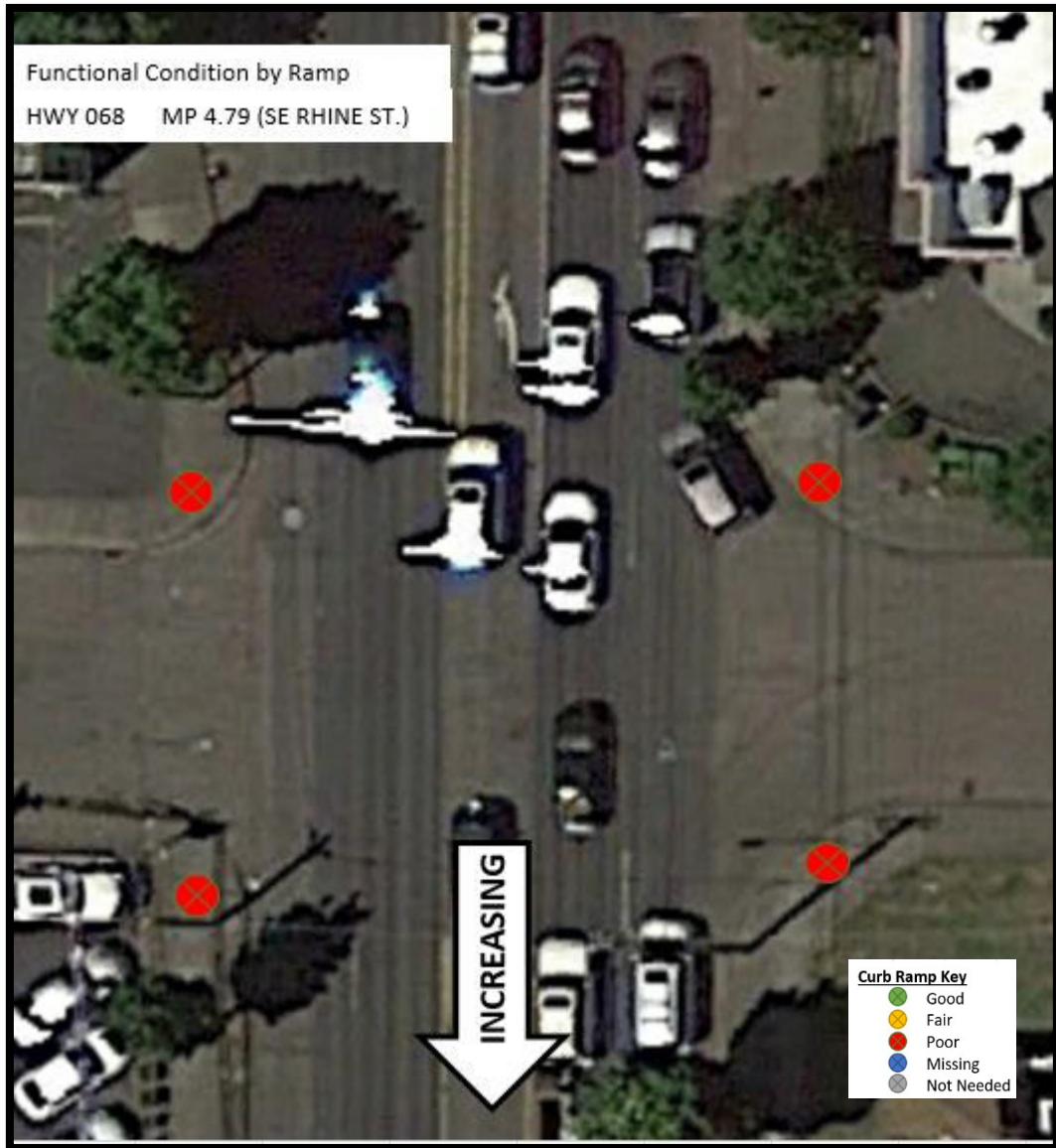
68. HWY 068 MP 4.67 (SE FRANKLIN ST.)



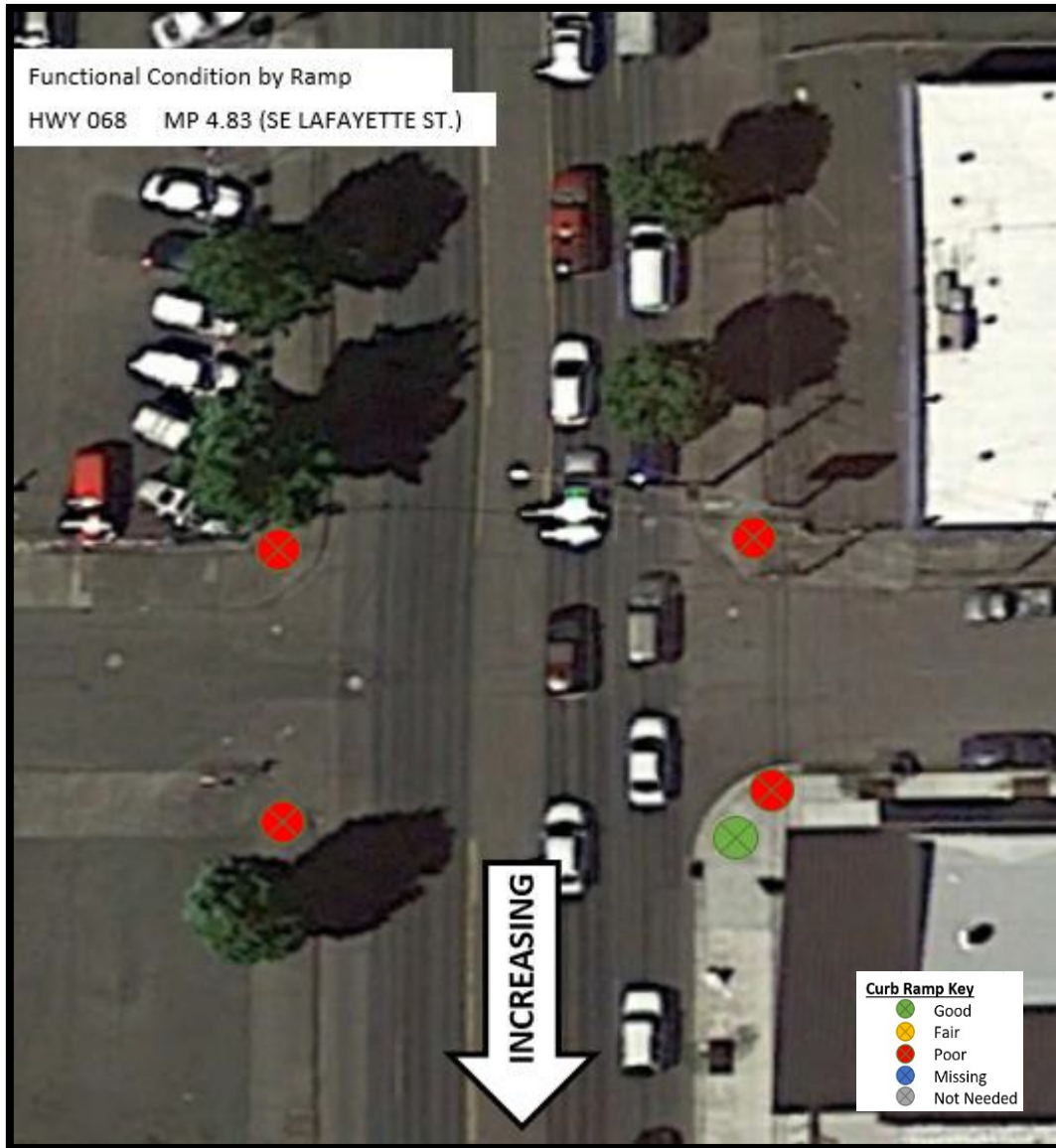
69. HWY 026 MP 5.04 (HWY.068 (SE 82ND AVE.) M.P.4.75.)



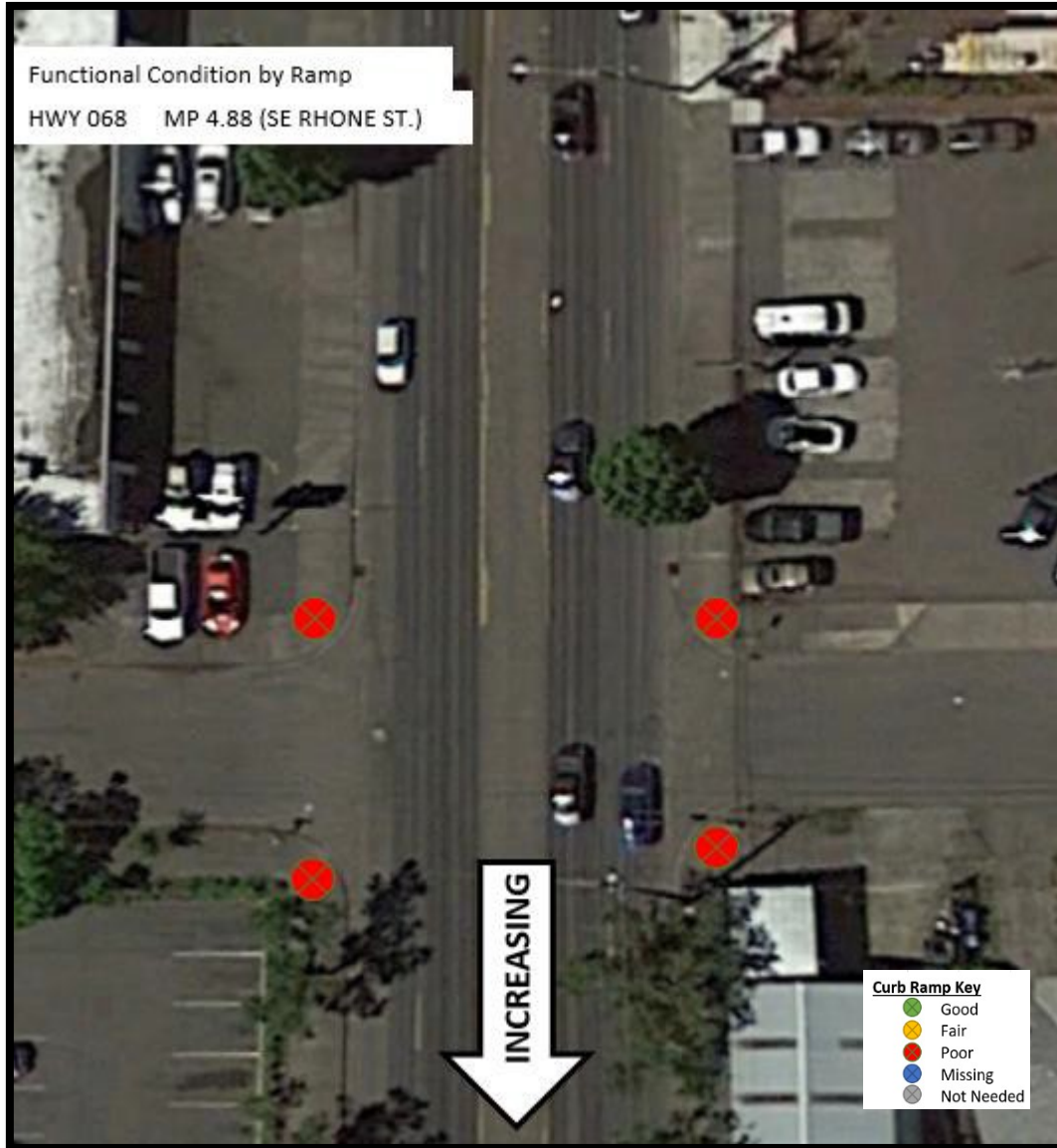
70. HWY 068 MP 4.79 (SE RHINE ST.)



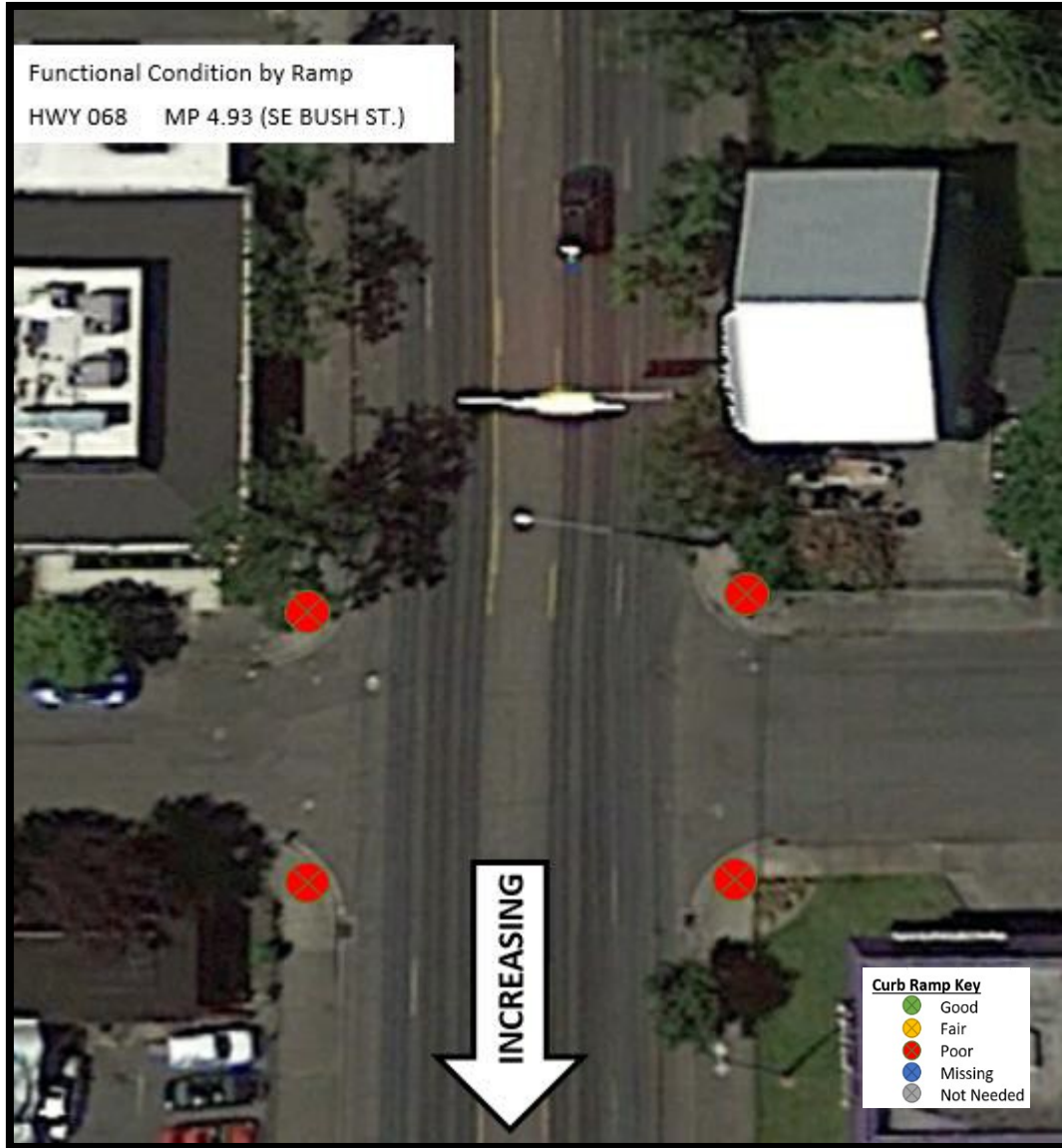
71. HWY 068 MP 4.83 (SE LAFAYETTE ST.)



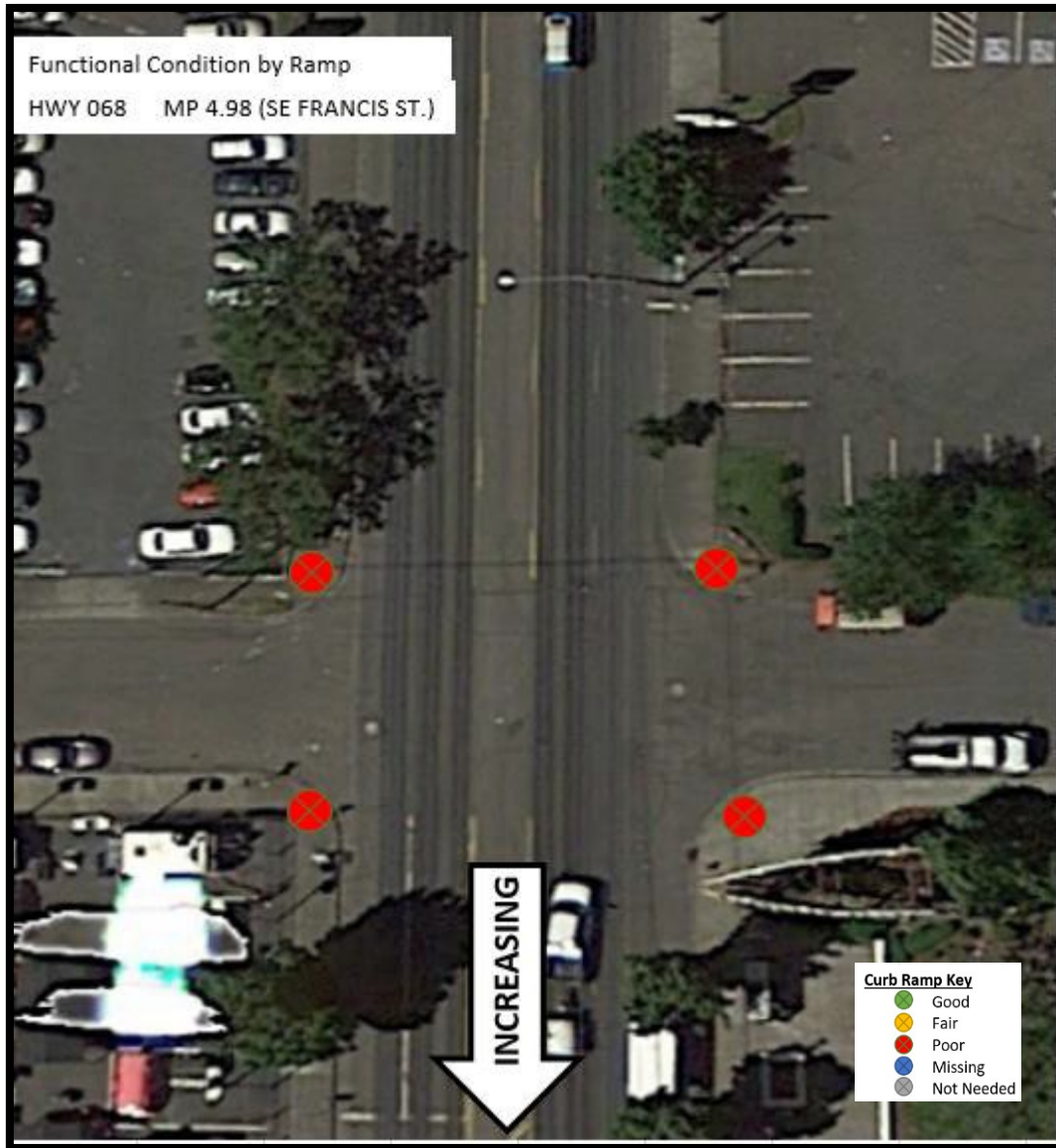
72. HWY 068 MP 4.88 (SE RHONE ST.)



73. HWY 068 MP 4.93 (SE BUSH ST.)



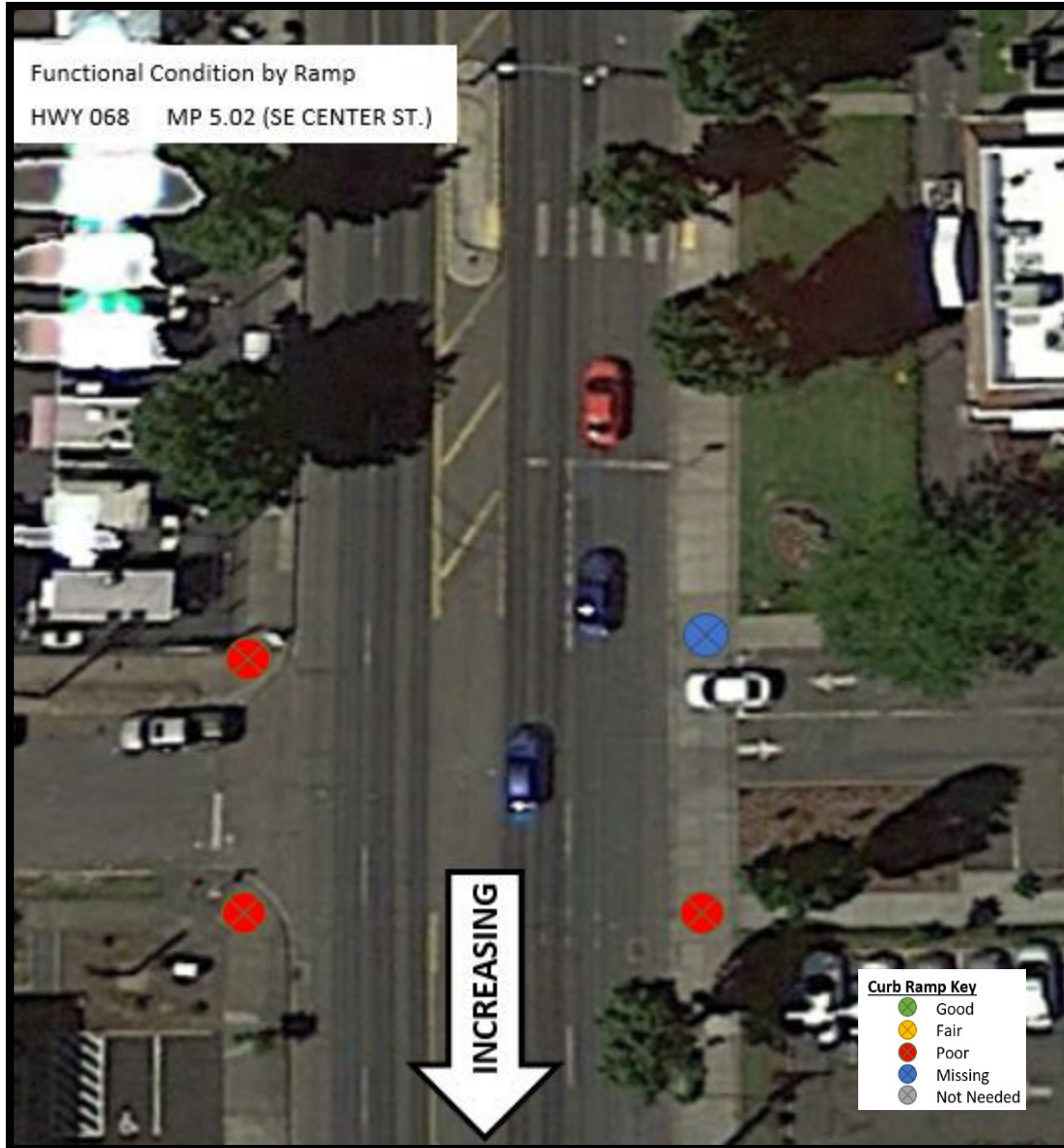
74. HWY 068 MP 4.98 (SE FRANCIS ST.)



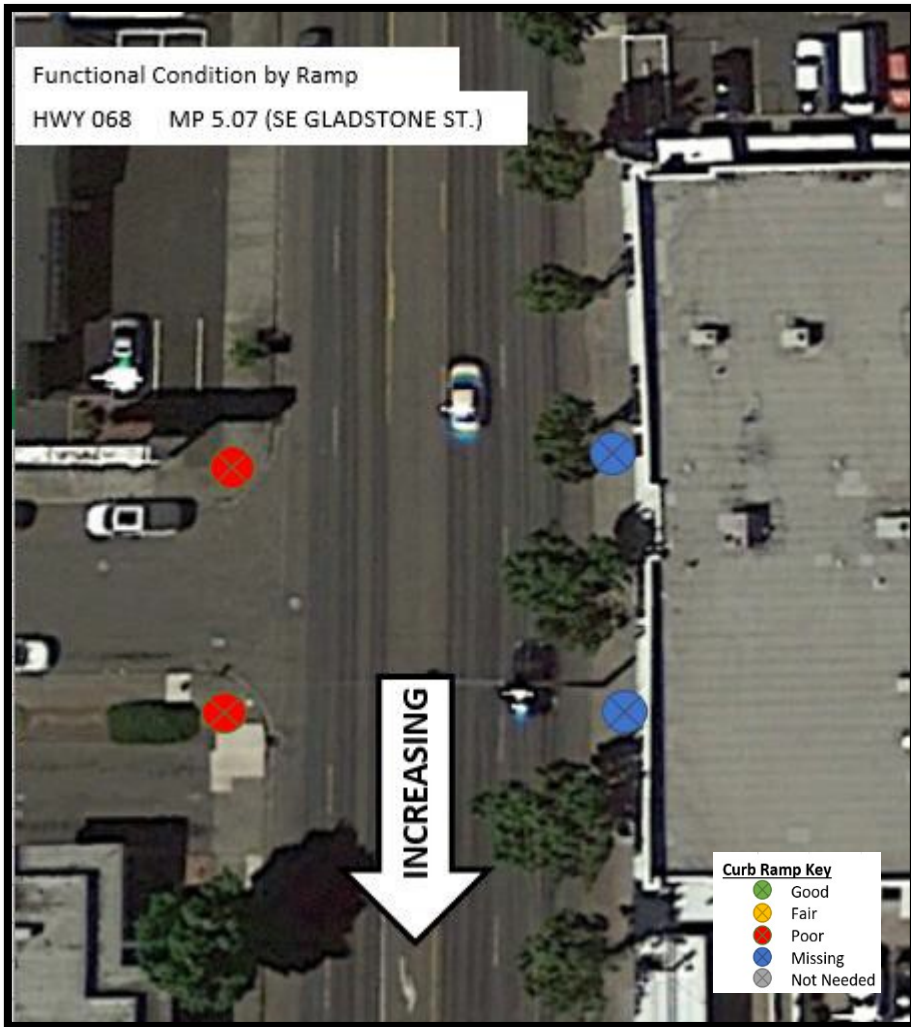
75. HWY 068 MP 5.00 (MIDBLOCK CROSSING)



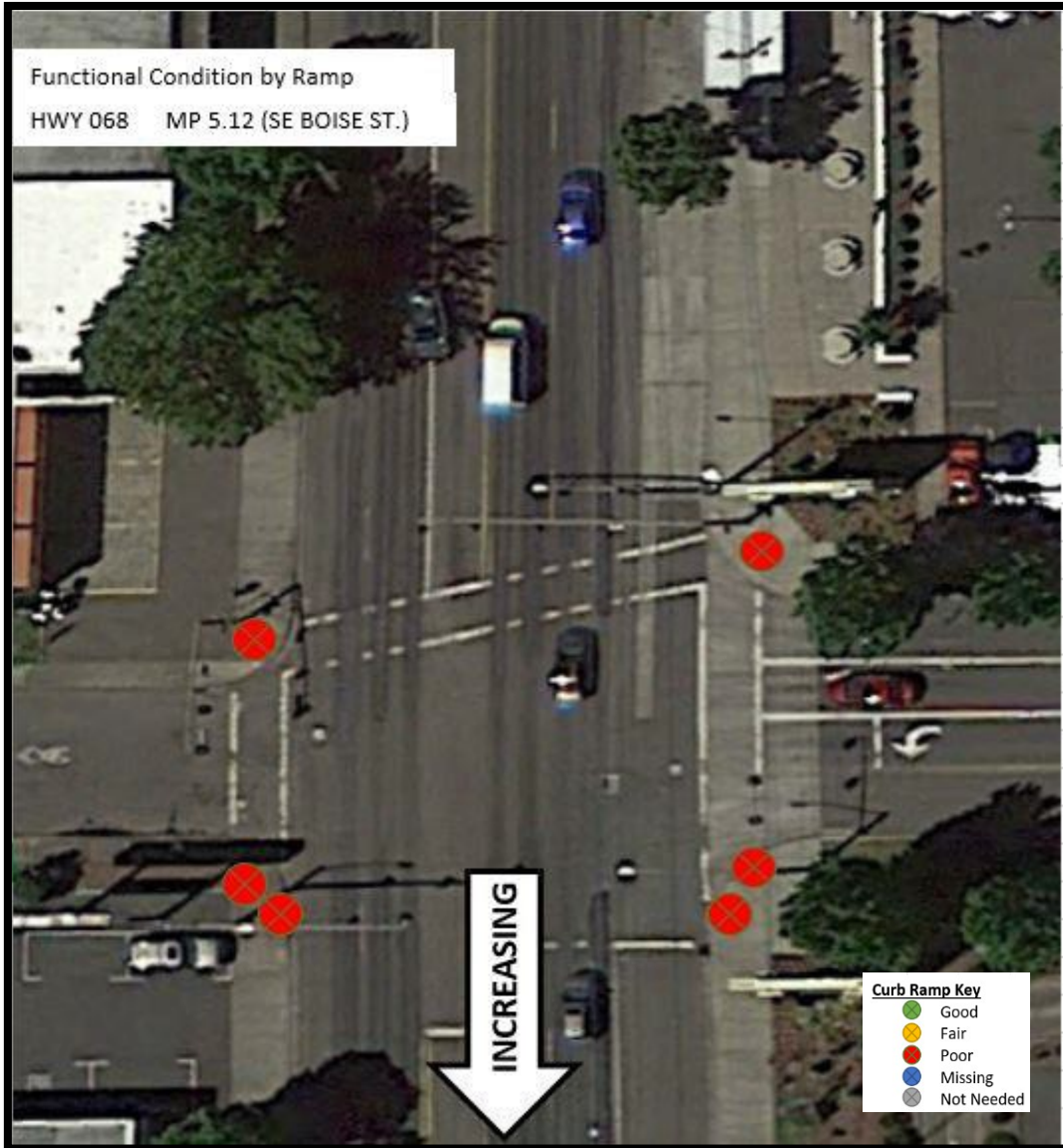
76. HWY 068 MP 5.02 (SE CENTER ST.)



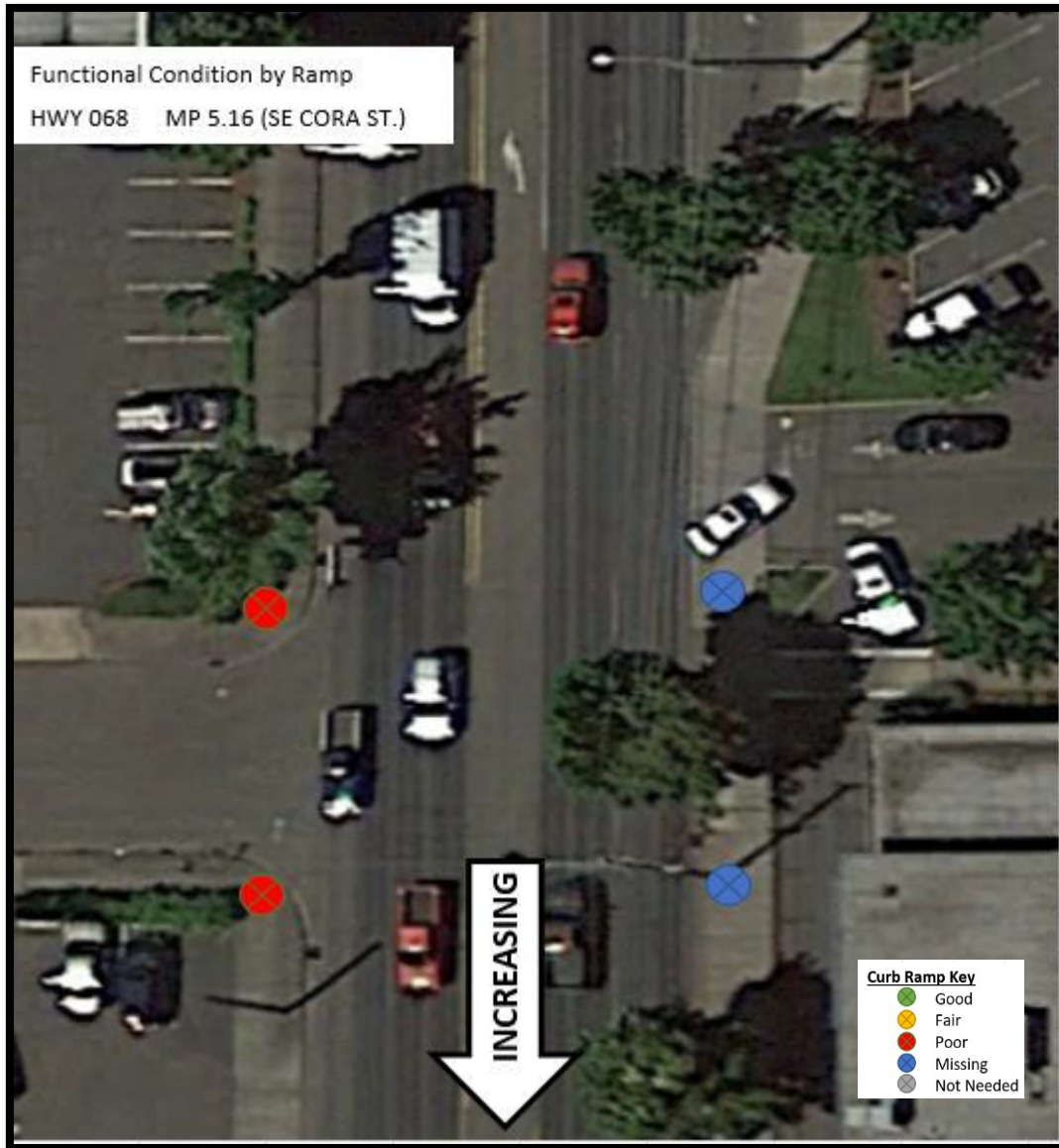
77. HWY 068 MP 5.07 (SE GLADSTONE ST.)



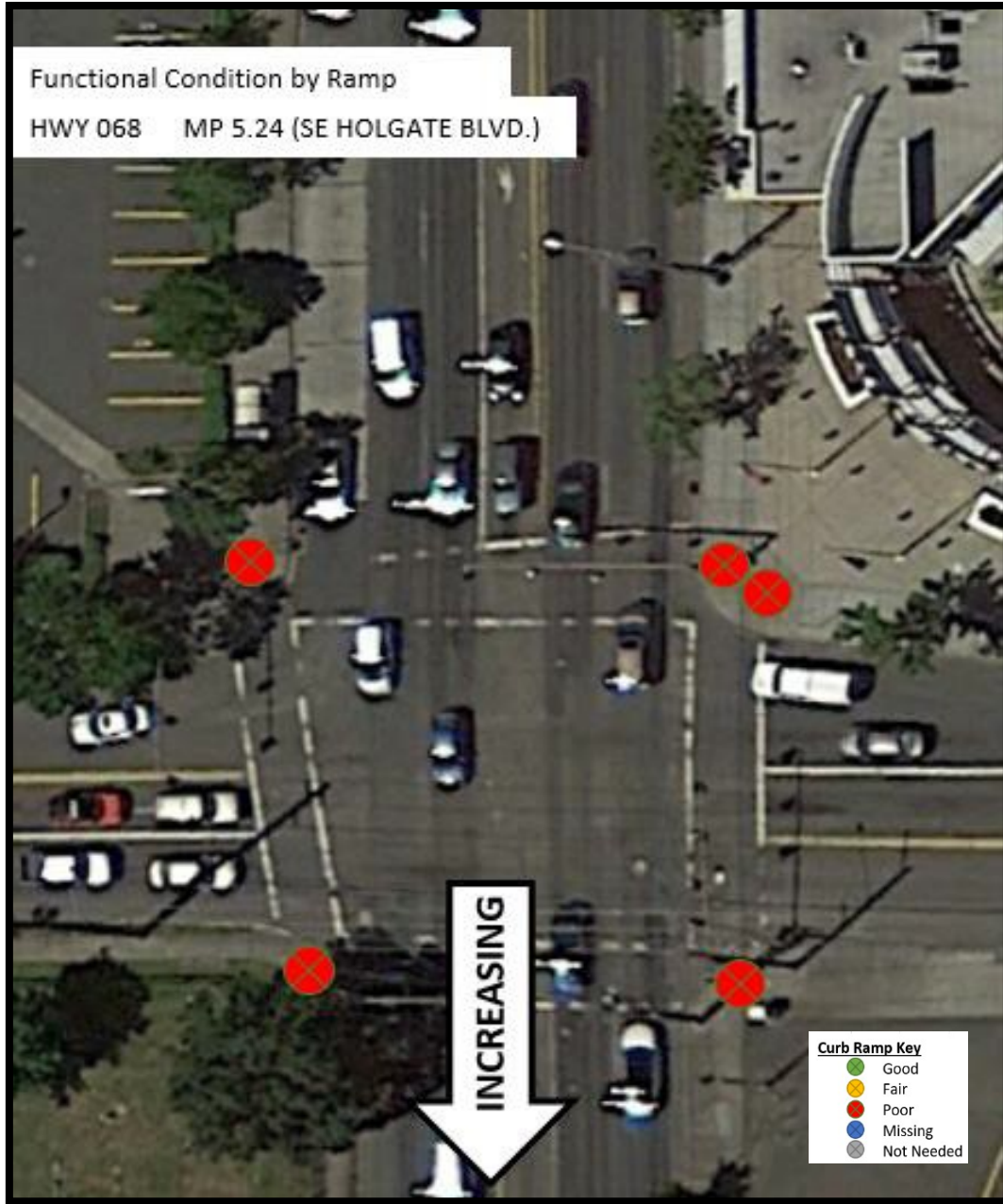
78. HWY 068 MP 5.12 (SE BOISE ST.)



79. HWY 068 MP 5.16 (SE CORA ST.)



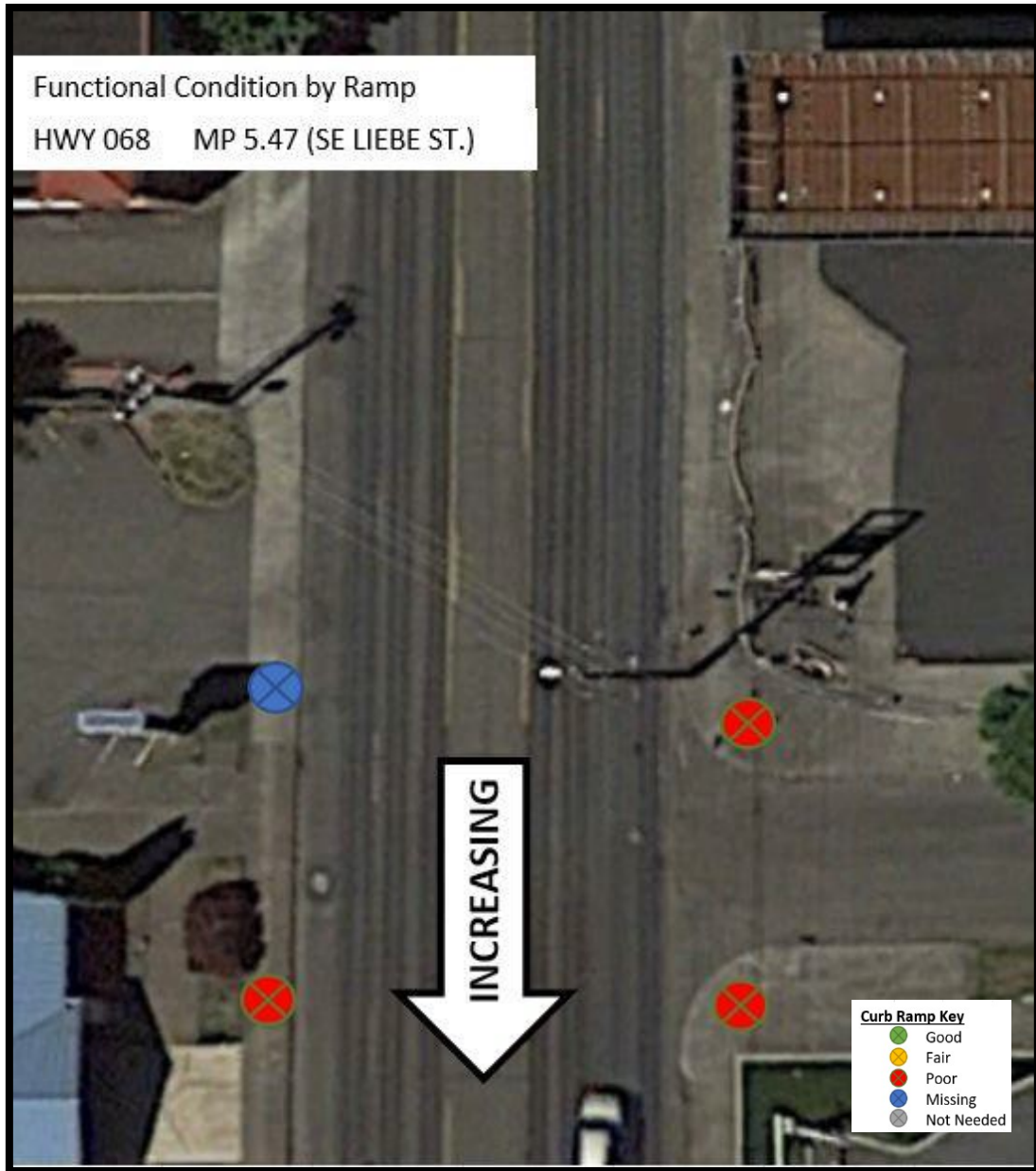
80. HWY 068 MP 5.24 (SE HOLGATE BLVD.)



81. HWY 068 MP 5.40 (SE SCHILLER ST.)



82. HWY 068 MP 5.47 (SE LIEBE ST.)



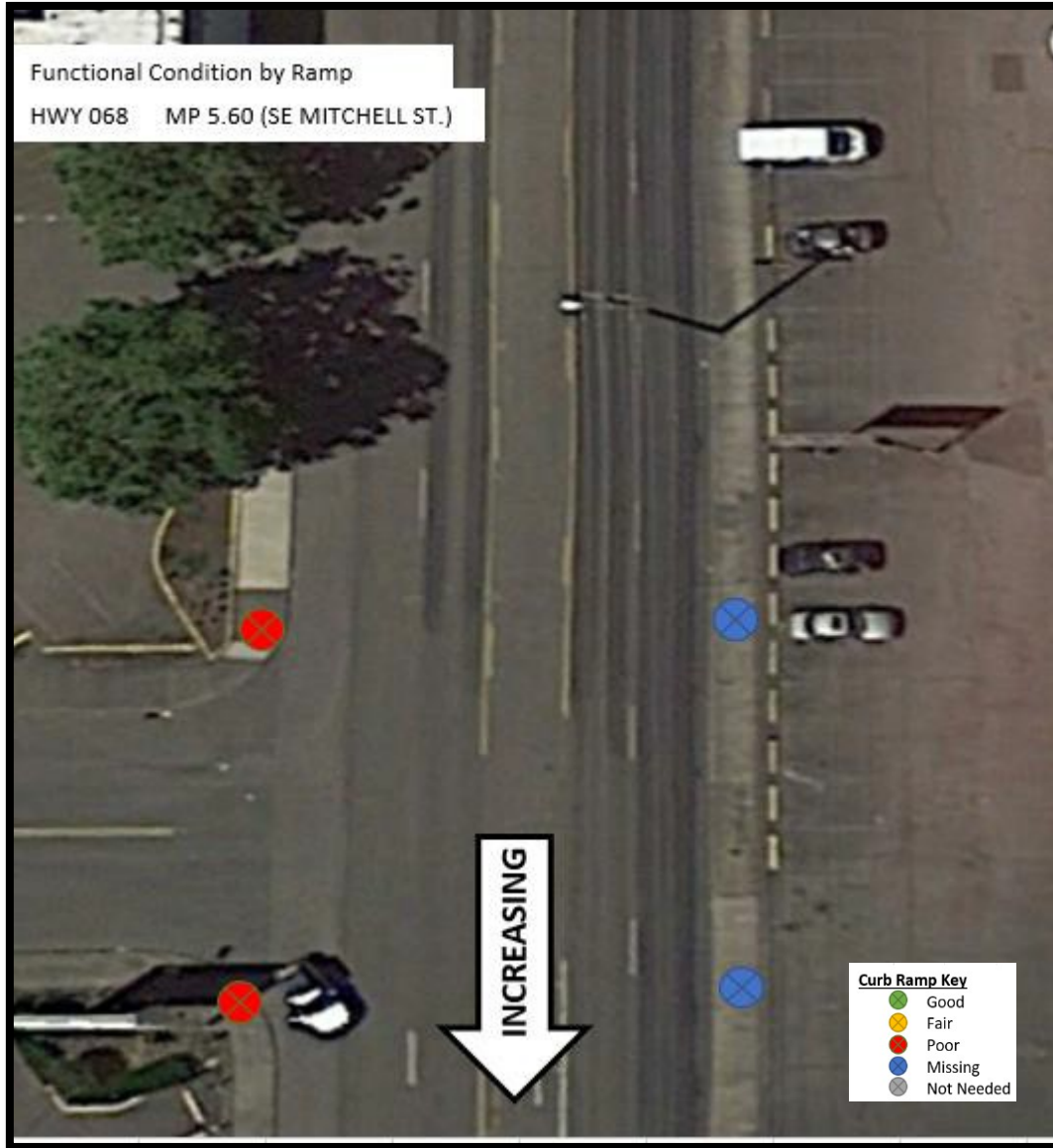
83. HWY 068 MP 5.50 (SE RAYMOND ST.)



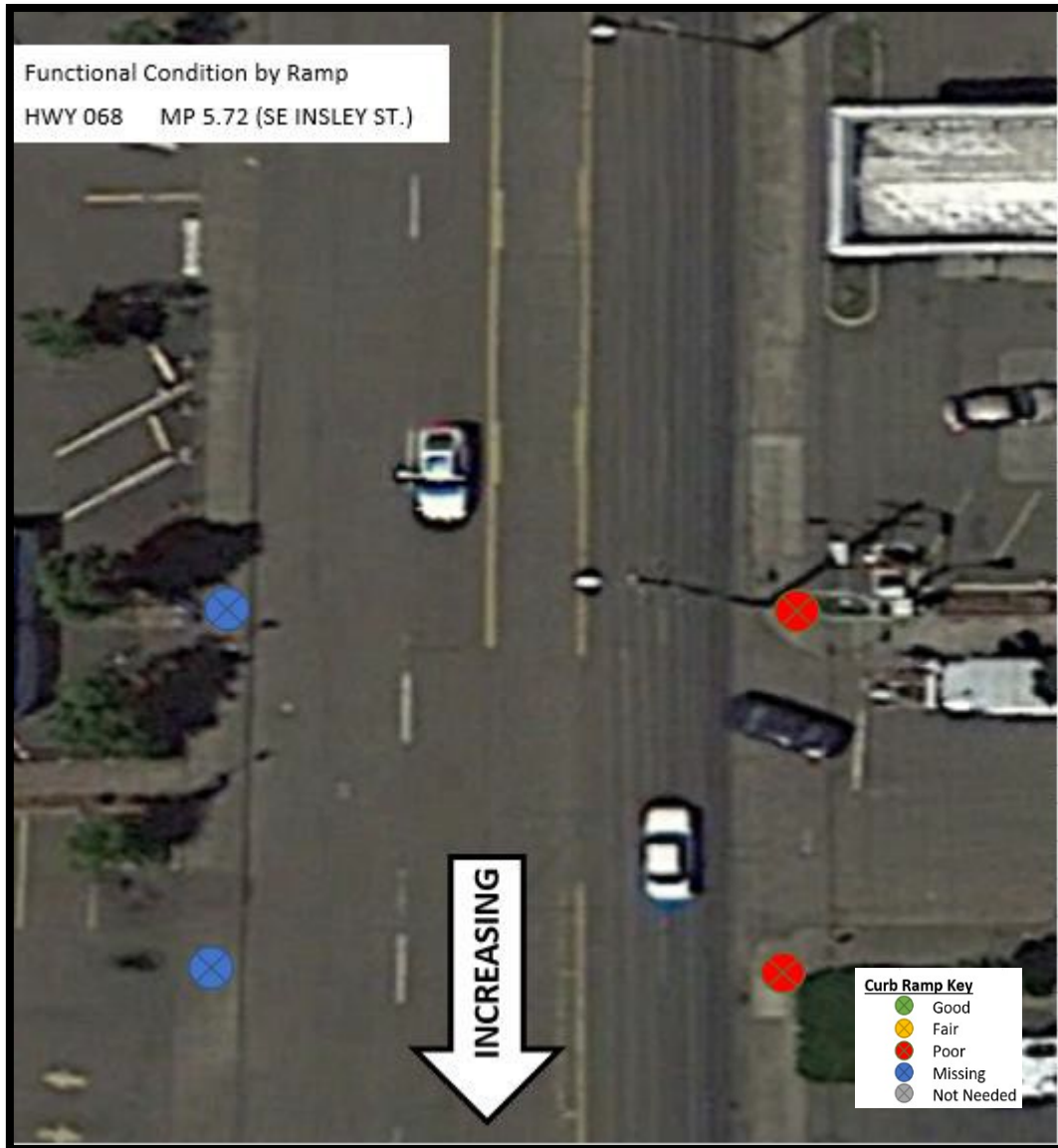
84. HWY 068 MP 5.56 (SE RAYMOND CT.)



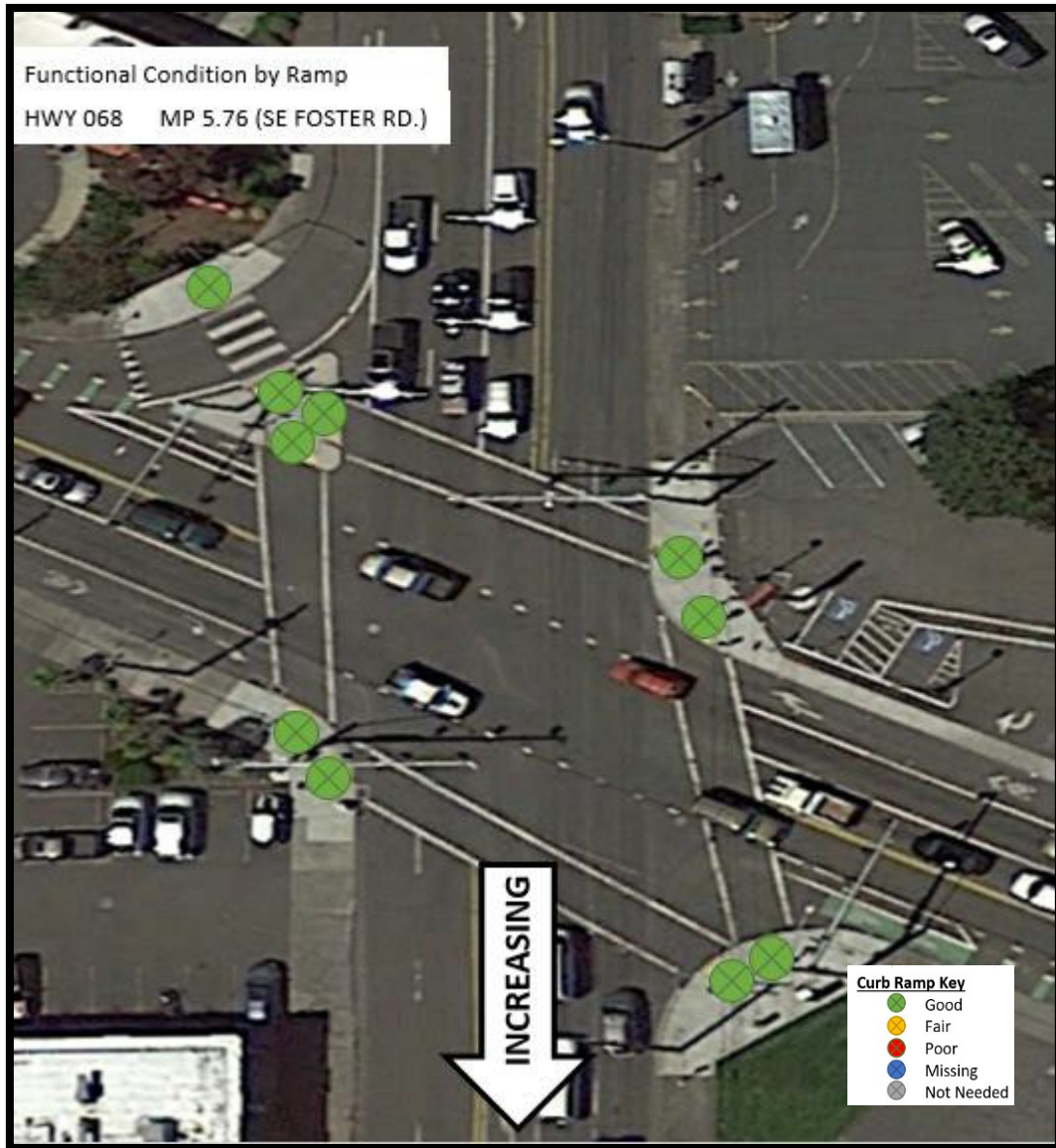
85. HWY 068 MP 5.60 (SE MITCHELL ST.)



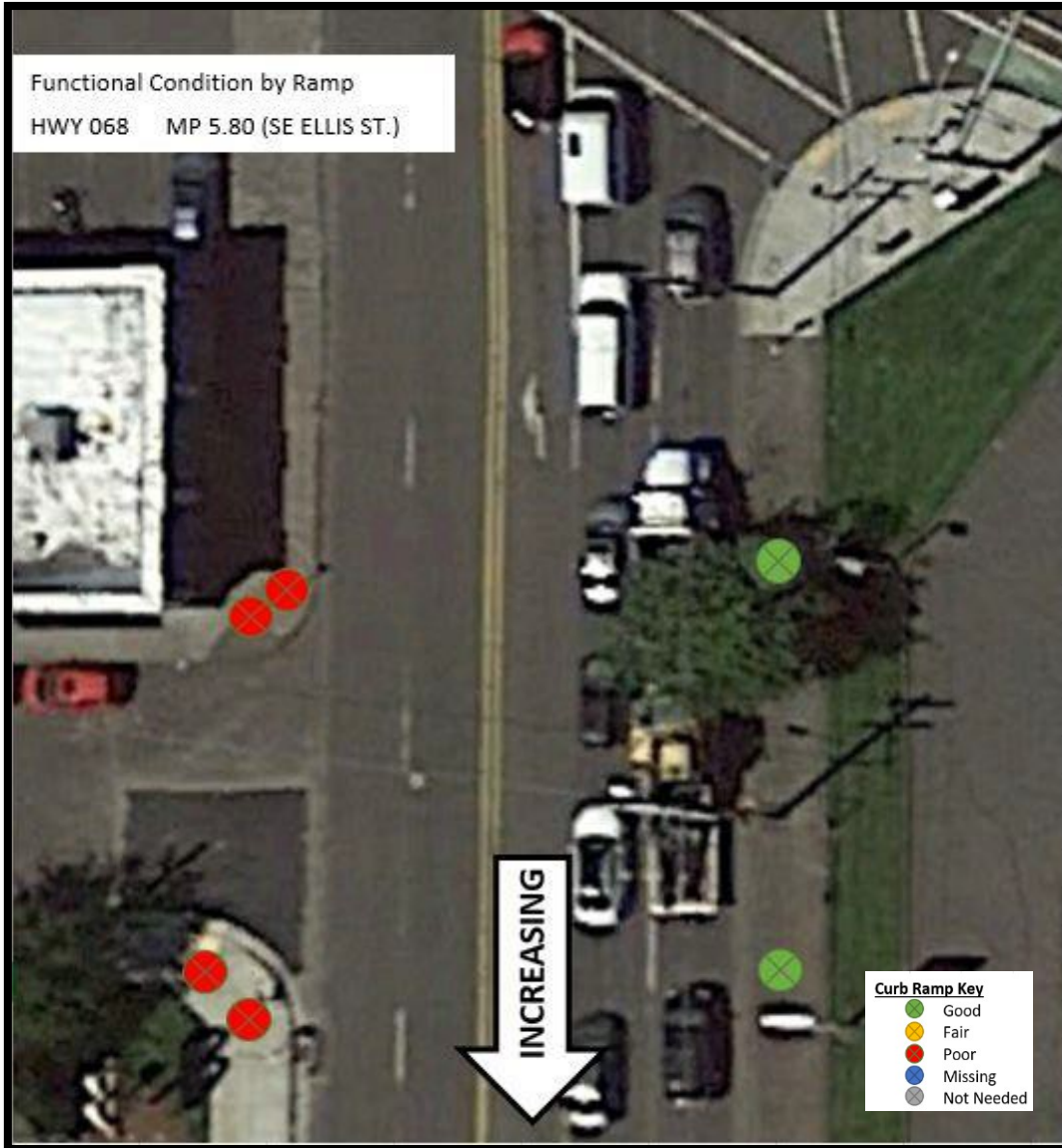
86. HWY 068 MP 5.72 (SE INSLEY ST.)



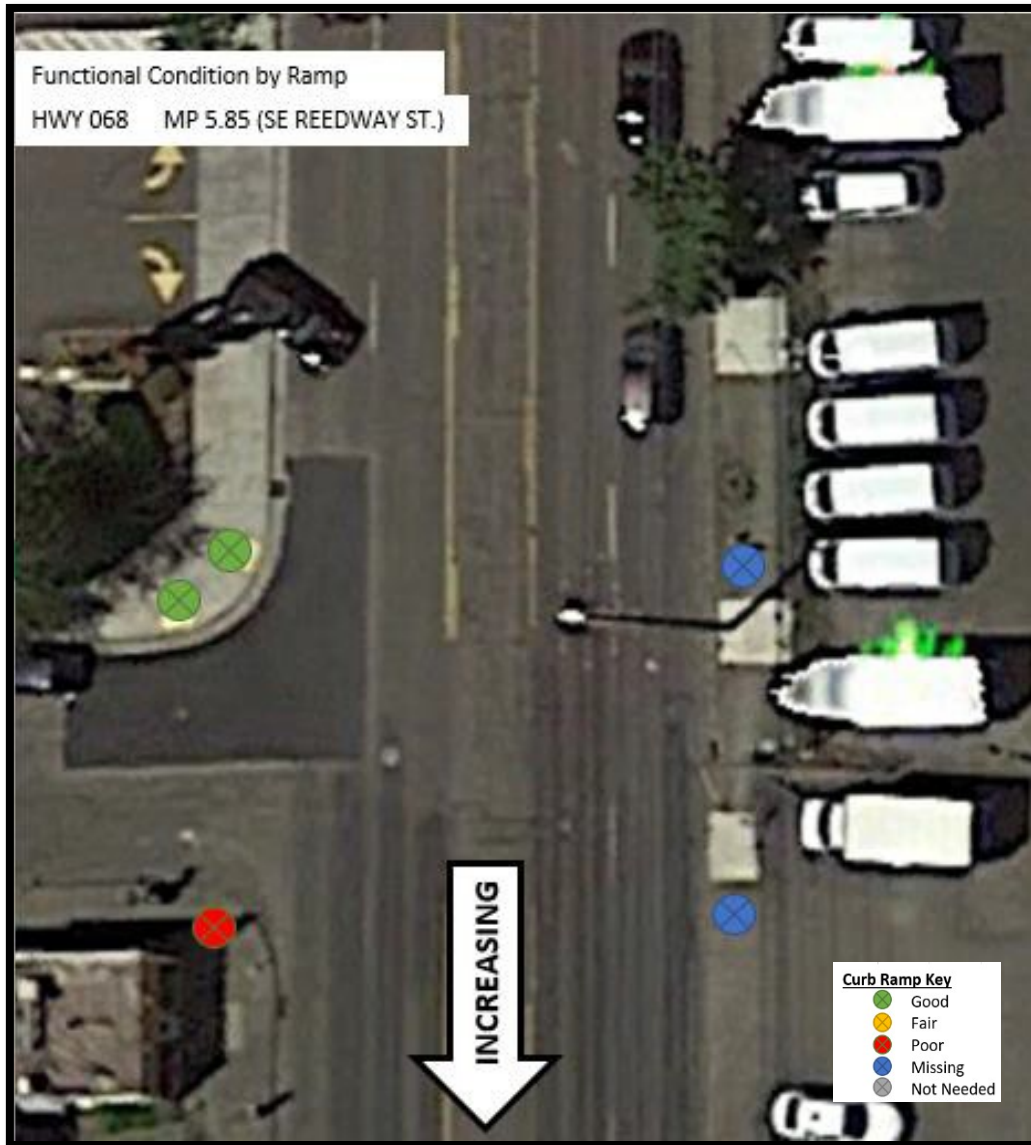
87. HWY 068 MP 5.76 (SE FOSTER RD.)



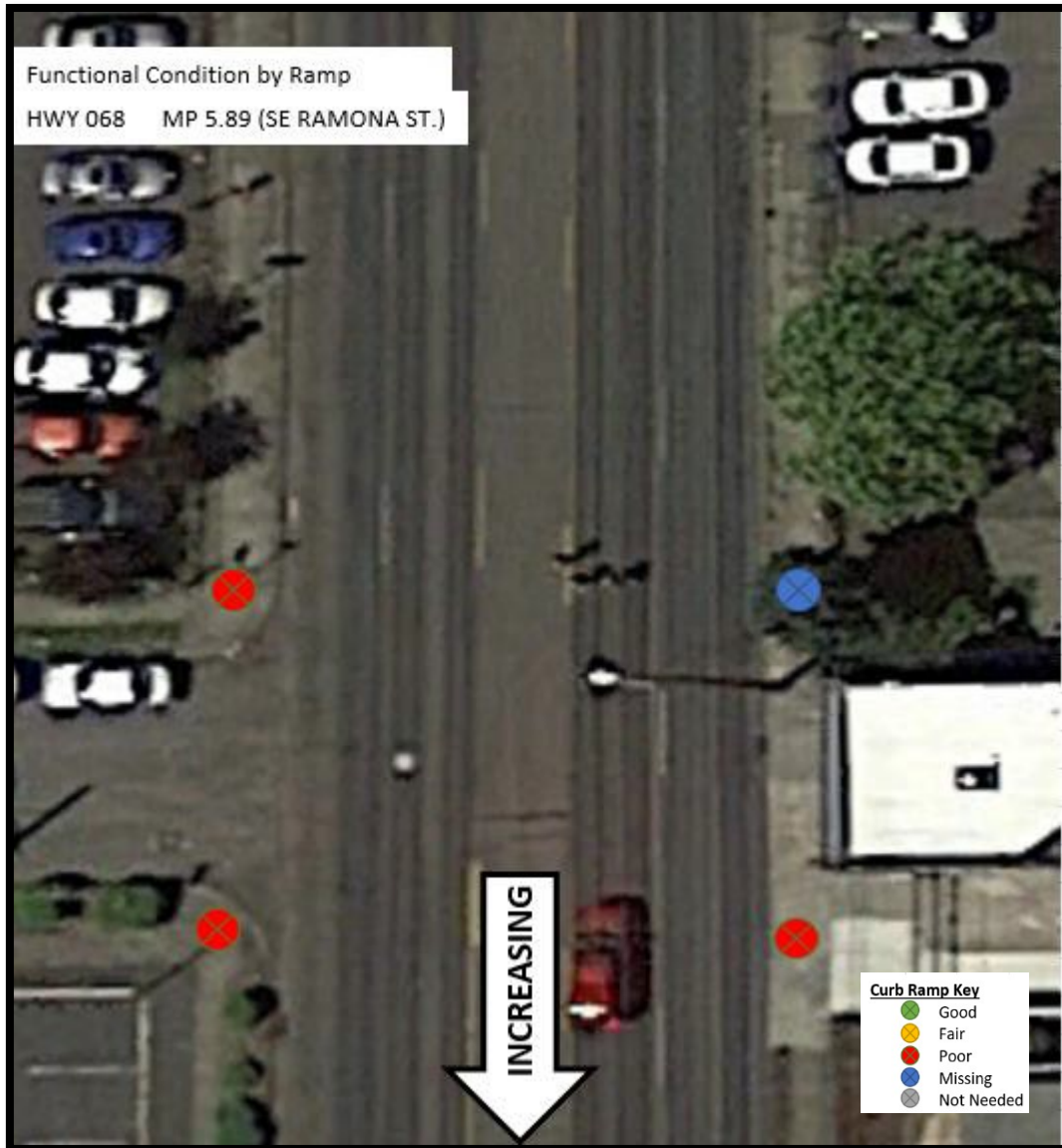
88. HWY 068 MP 5.80 (SE ELLIS ST.)



89. HWY 068 MP 5.85 (SE REEDWAY ST.)



90. HWY 068 MP 5.89 (SE RAMONA ST.)



91. HWY 068 MP 5.91 (SE RAMONA ST.)



92. HWY 068 MP 5.95 (SE KNIGHT ST.)



93. HWY 068 MP 5.98 (SE WOODSTOCK BLVD.)



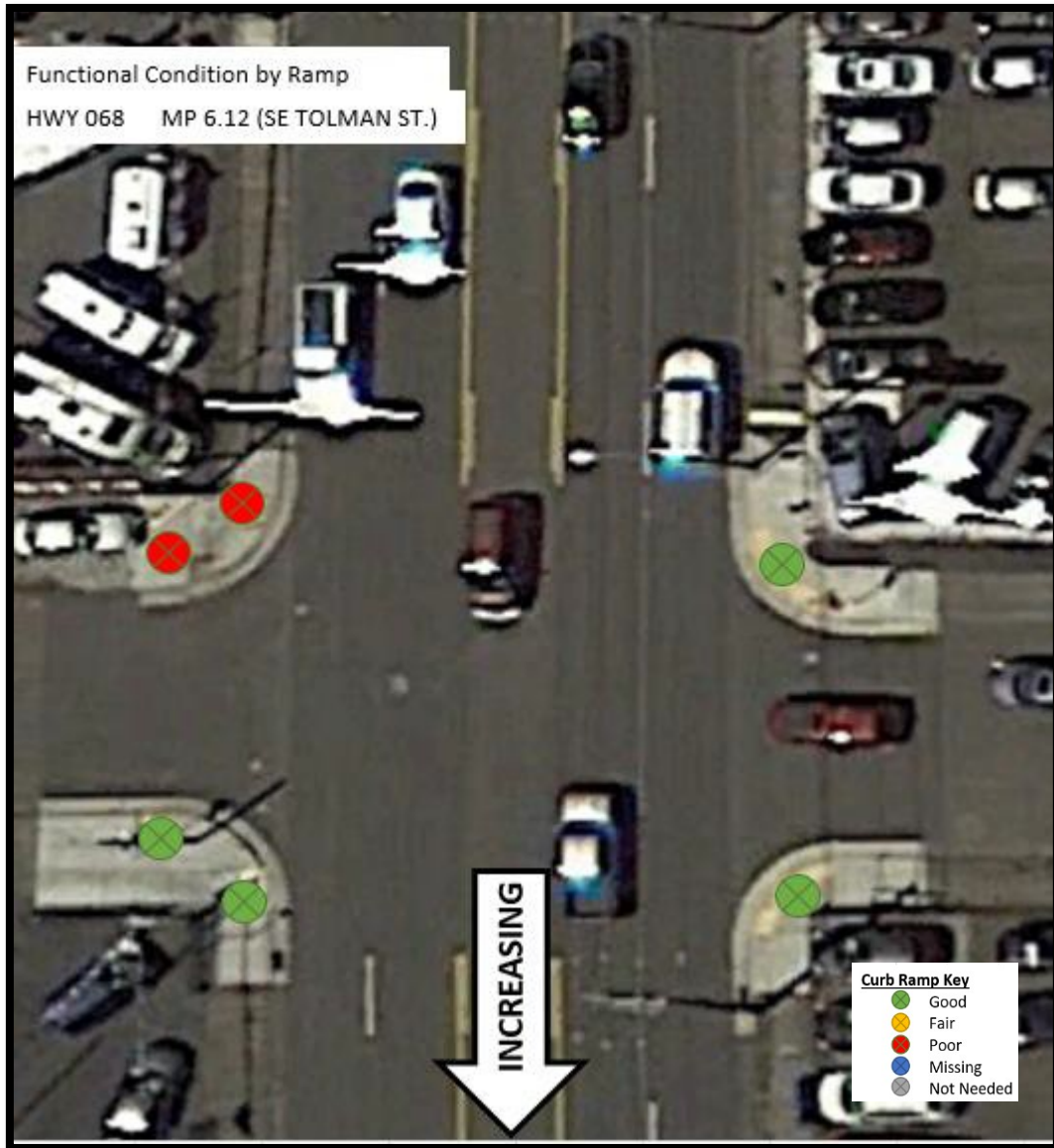
94. HWY 068 MP 6.04 (SE BYBEE BLVD.)



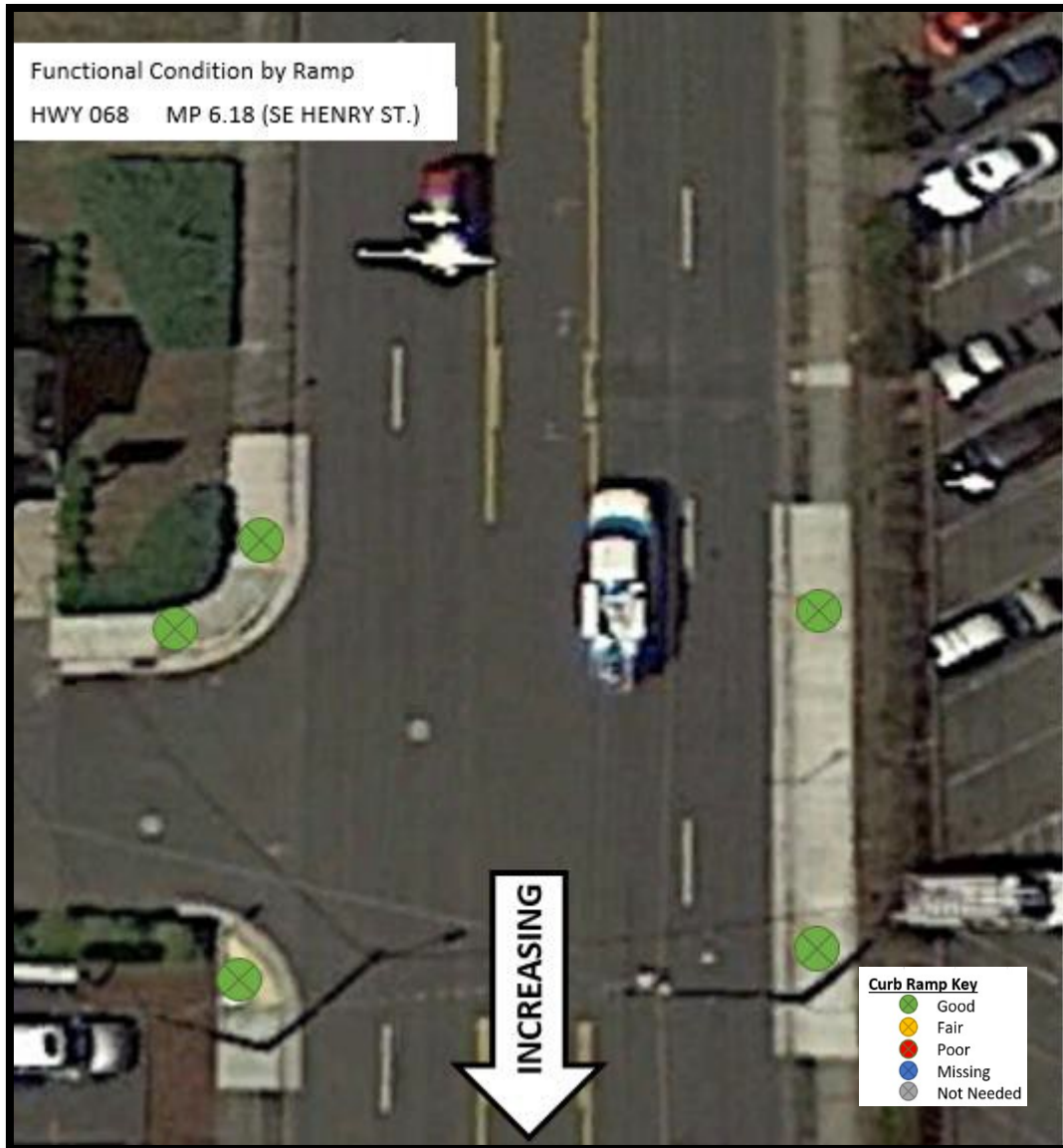
95. HWY 068 MP 6.08 (SE CARLTON ST.)



96. HWY 068 MP 6.12 (SE TOLMAN ST.)



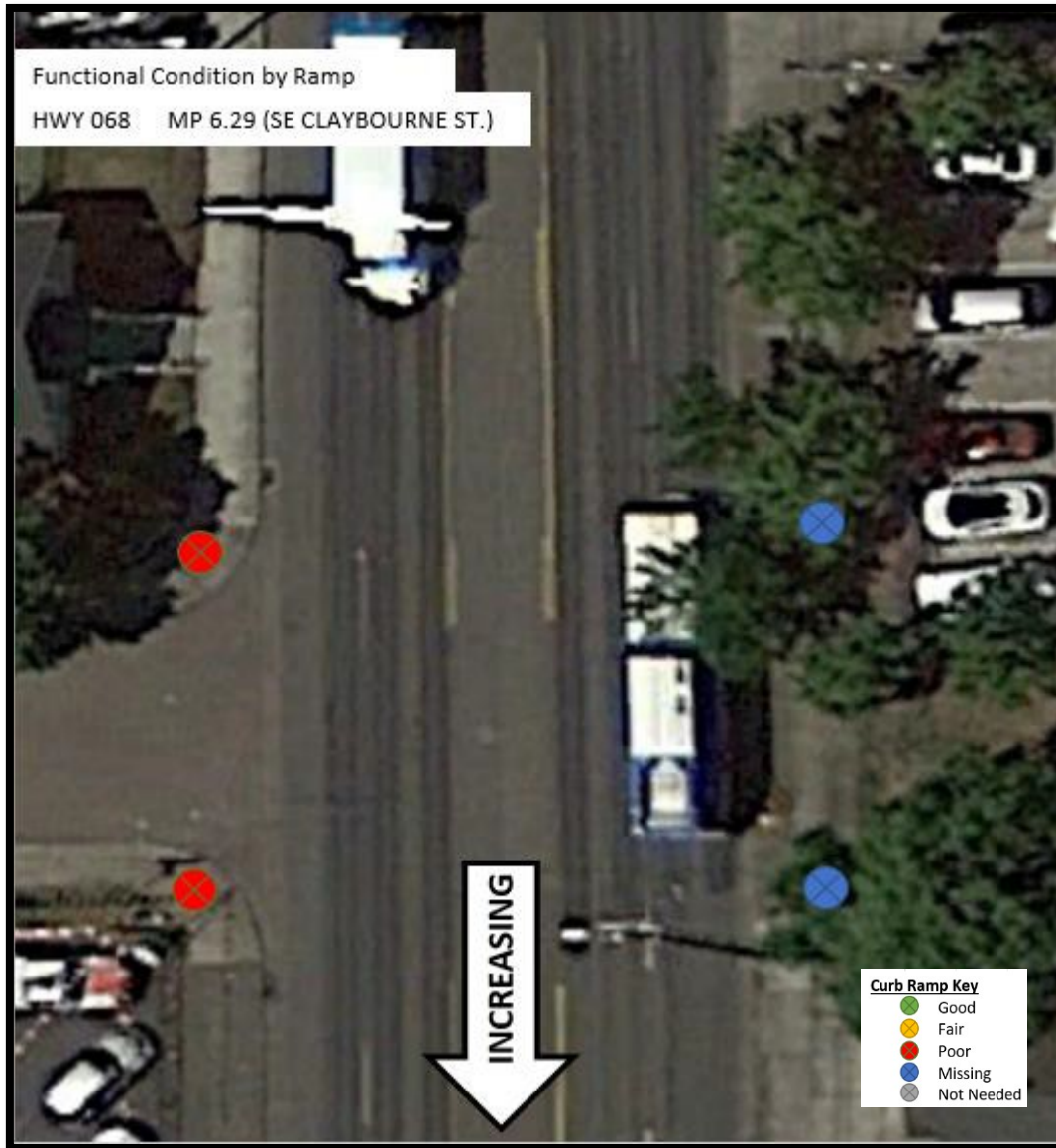
97. HWY 068 MP 6.18 (SE HENRY ST.)



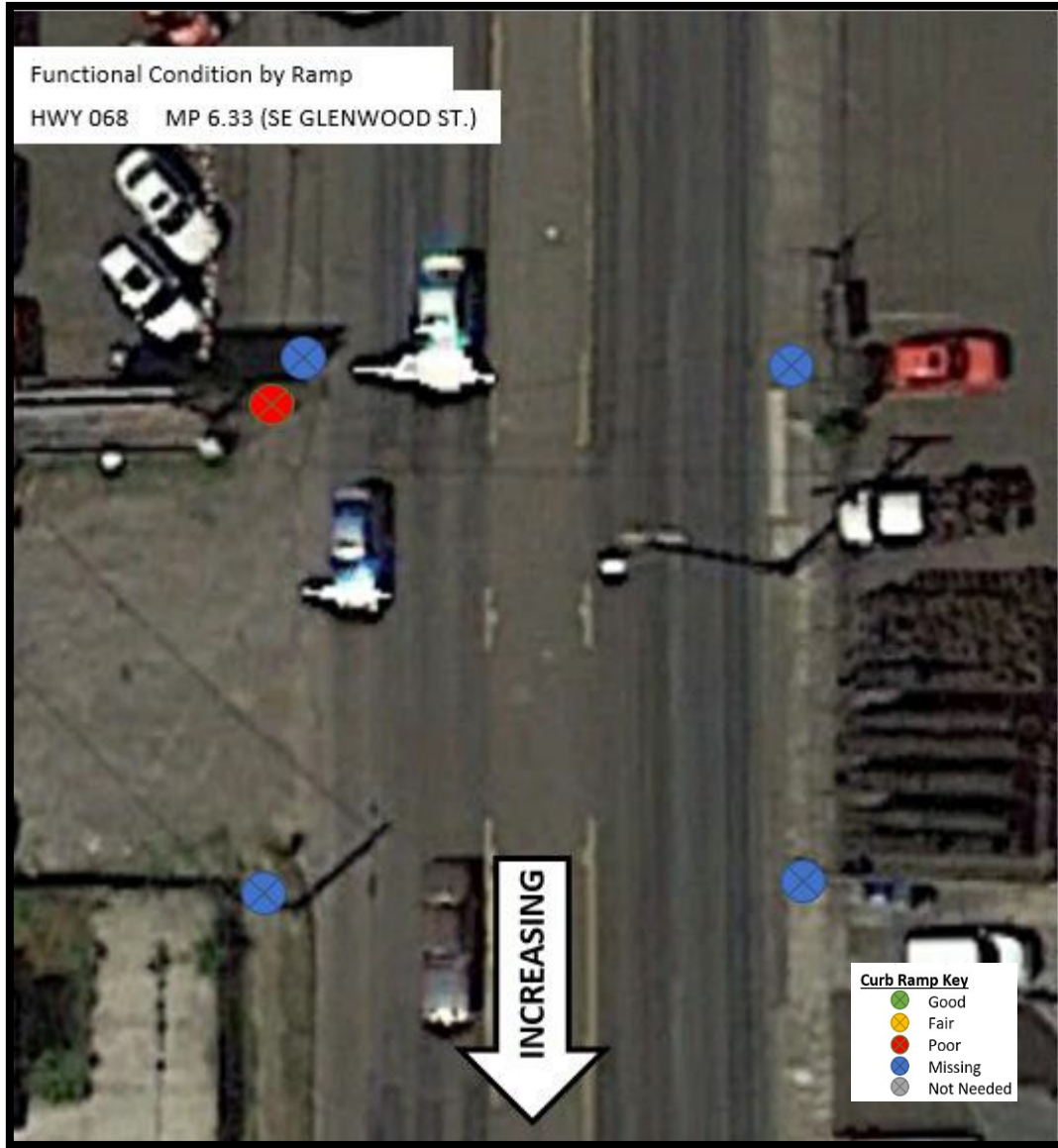
98. HWY 068 MP 6.24 (SE DUKE ST.)



99. HWY 068 MP 6.29 (SE CLAYBOURNE ST.)



100. HWY 068 MP 6.33 (SE GLENWOOD ST.)



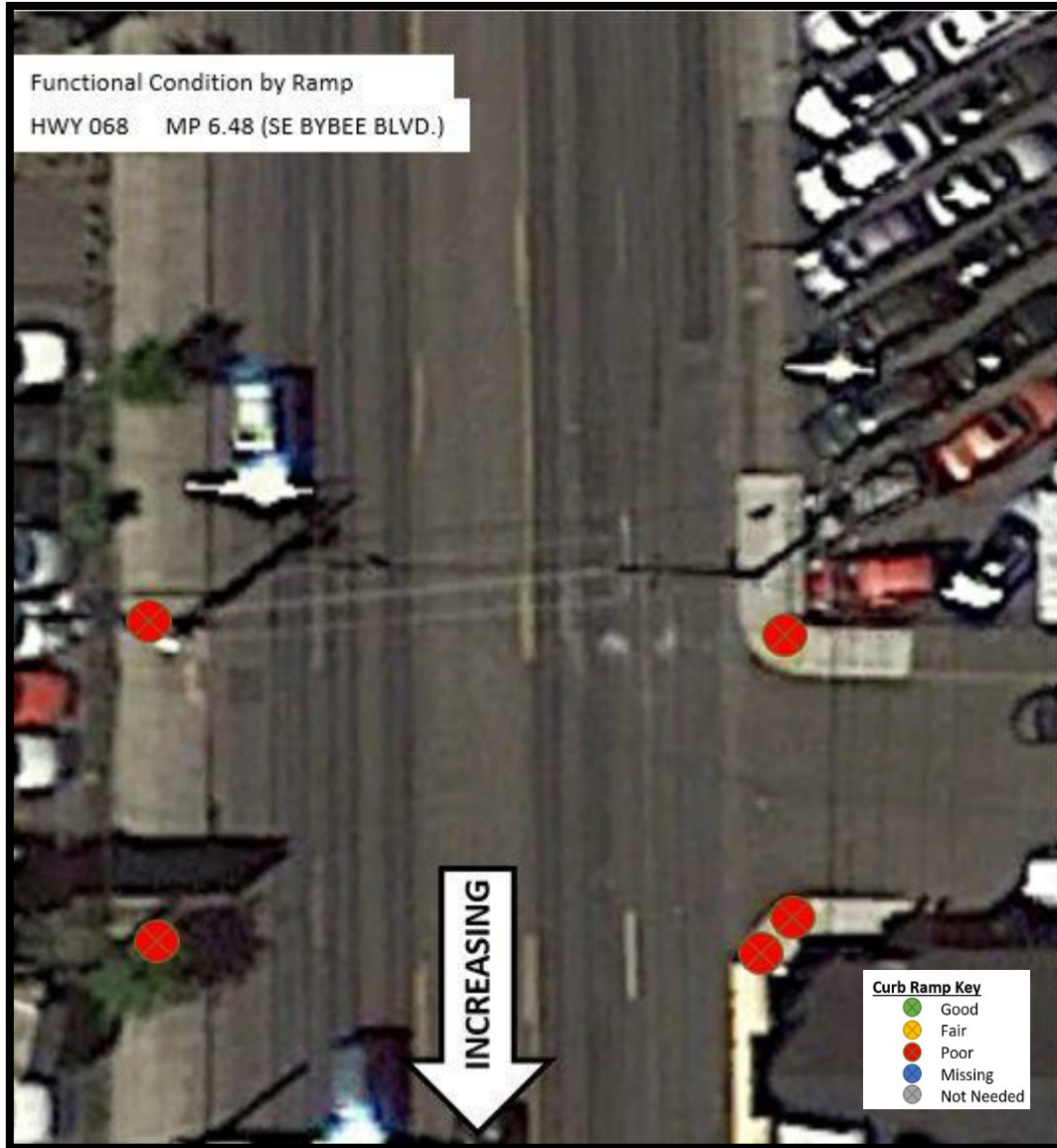
101. HWY 068 MP 6.37 (SE GLENWOOD ST.)



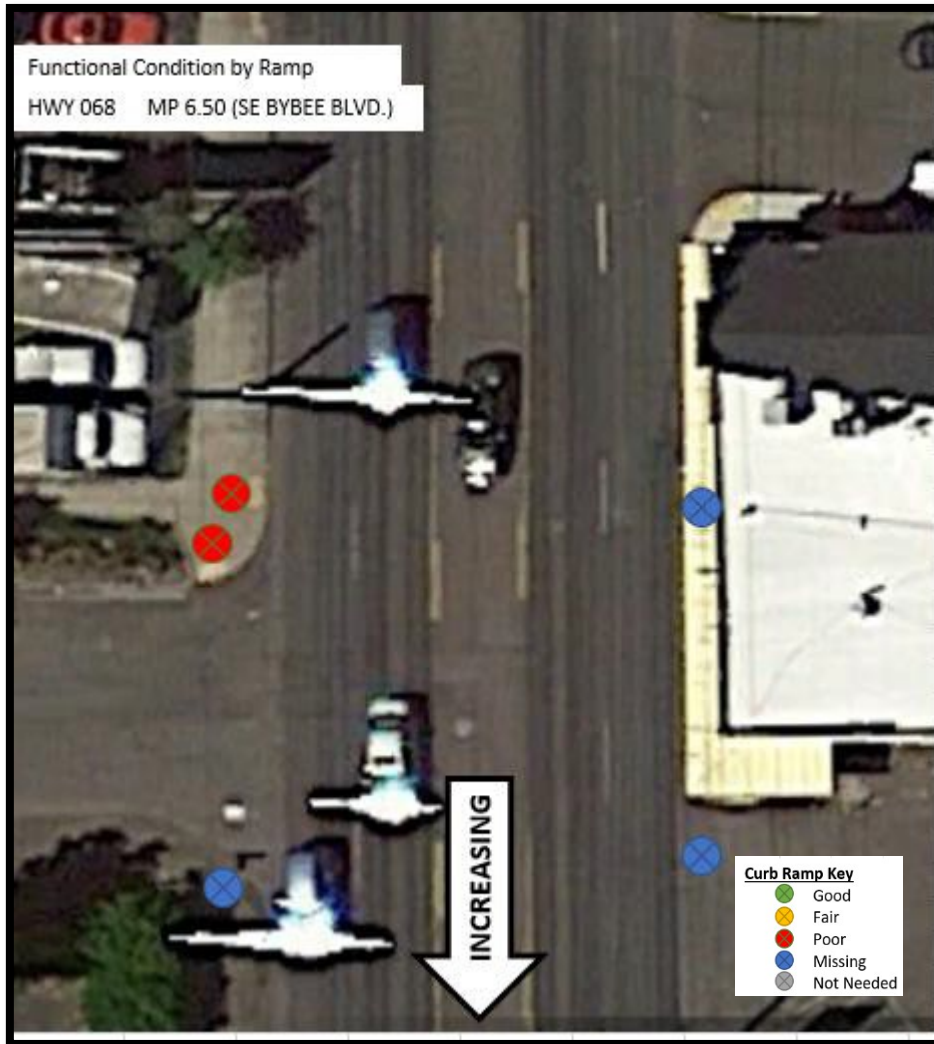
102. HWY 068 MP 6.40 (SE COOPER ST.)



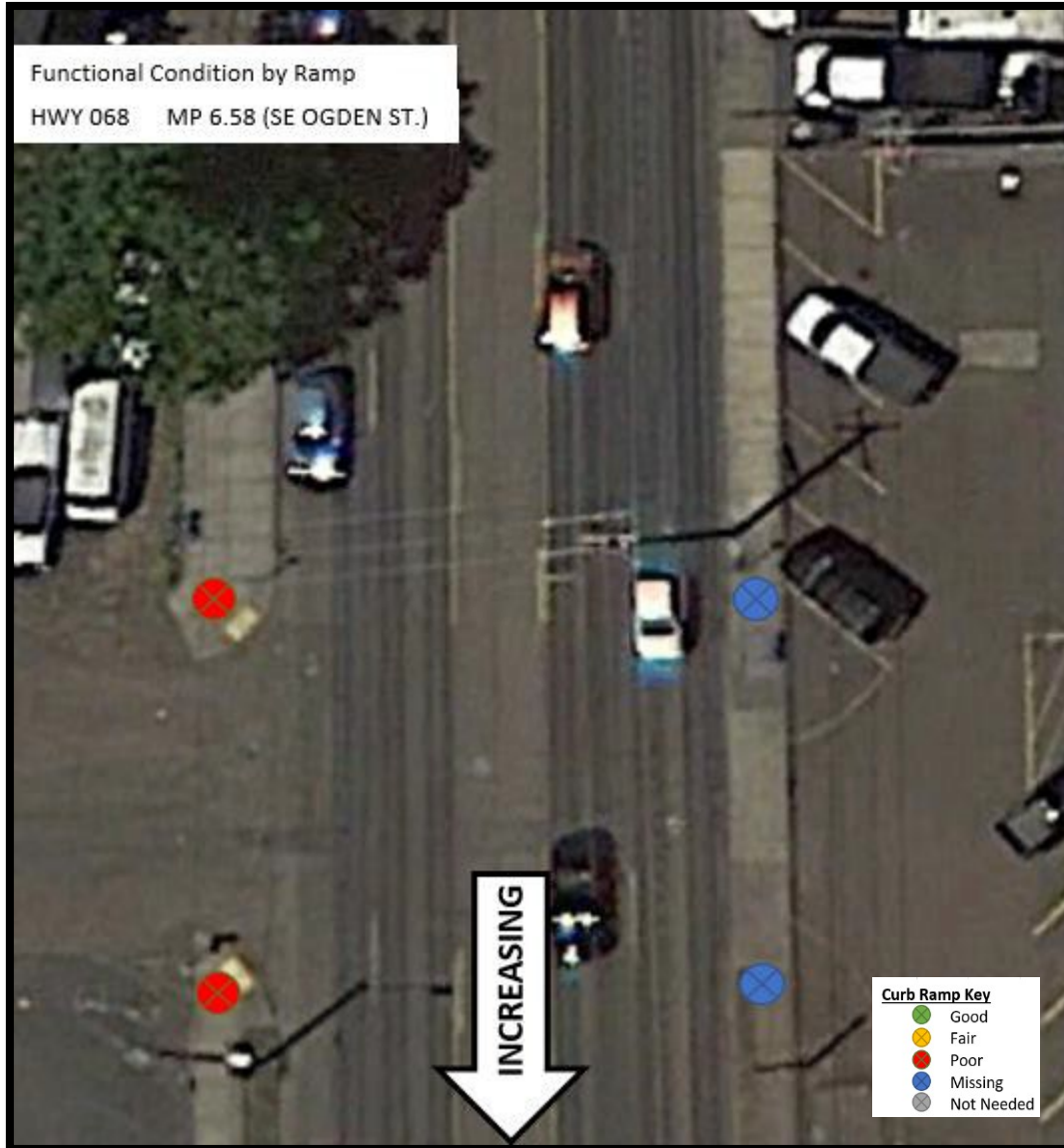
103. HWY 068 MP 6.48 (SE BYBEE BLVD.)



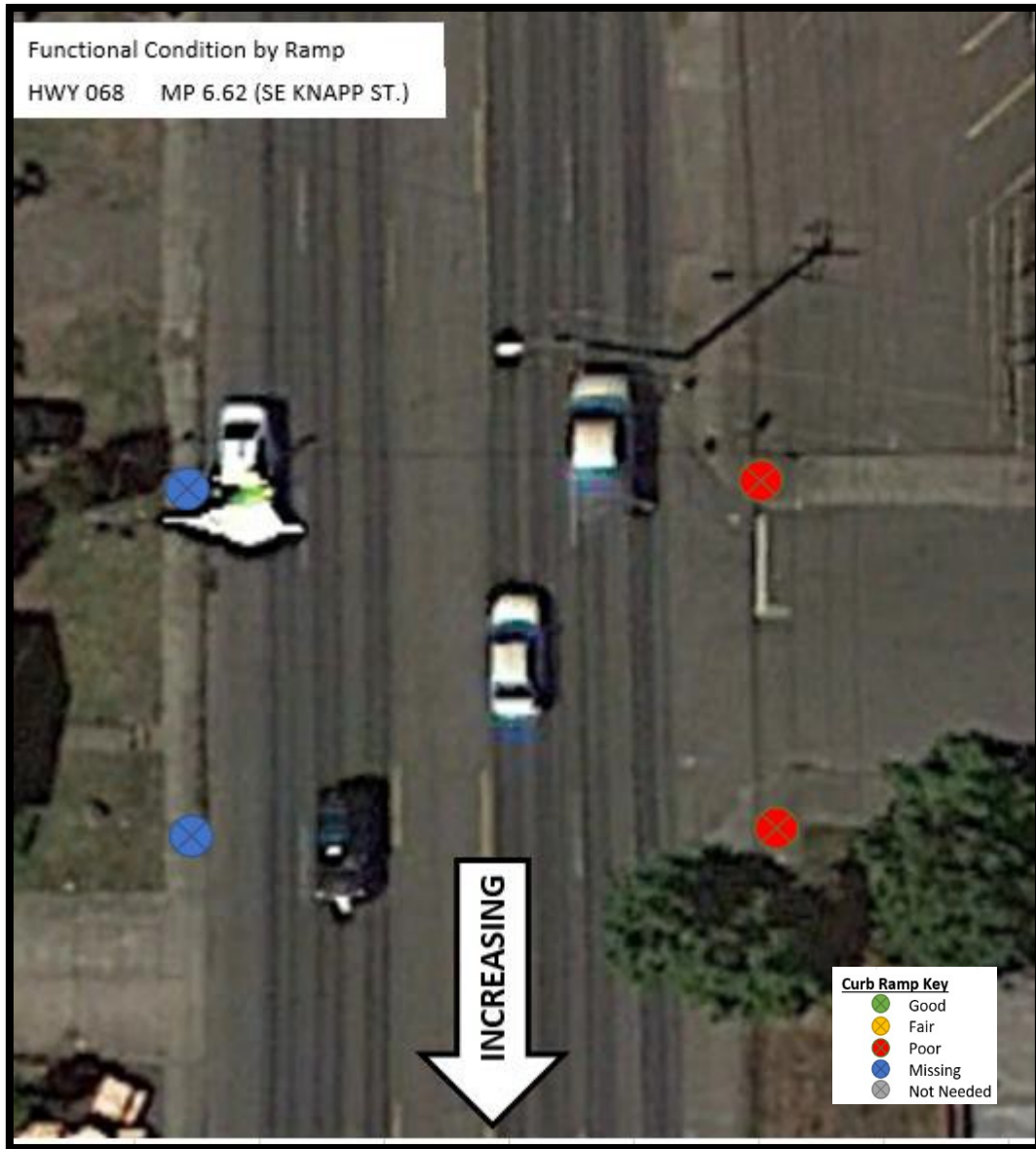
104. HWY 068 MP 6.50 (SE BYBEE BLVD.)



106. HWY 068 MP 6.58 (SE OGDEN ST.)



107. HWY 068 MP 6.62 (SE KNAPP ST.)



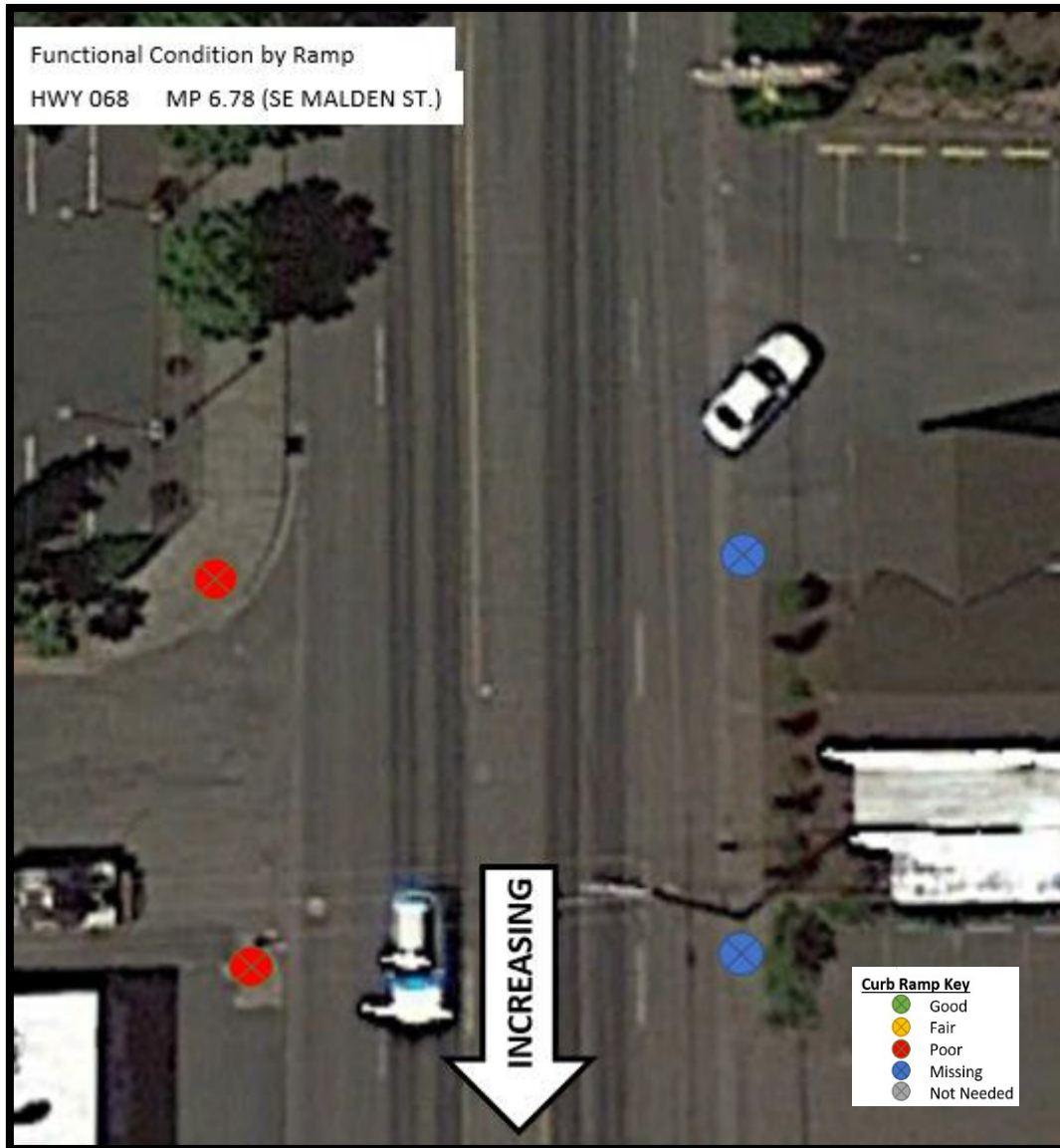
108. HWY 068 MP 6.64 (SE HENDERSON ST.)



109. HWY 068 MP 6.73 (SE FLAVEL ST.)



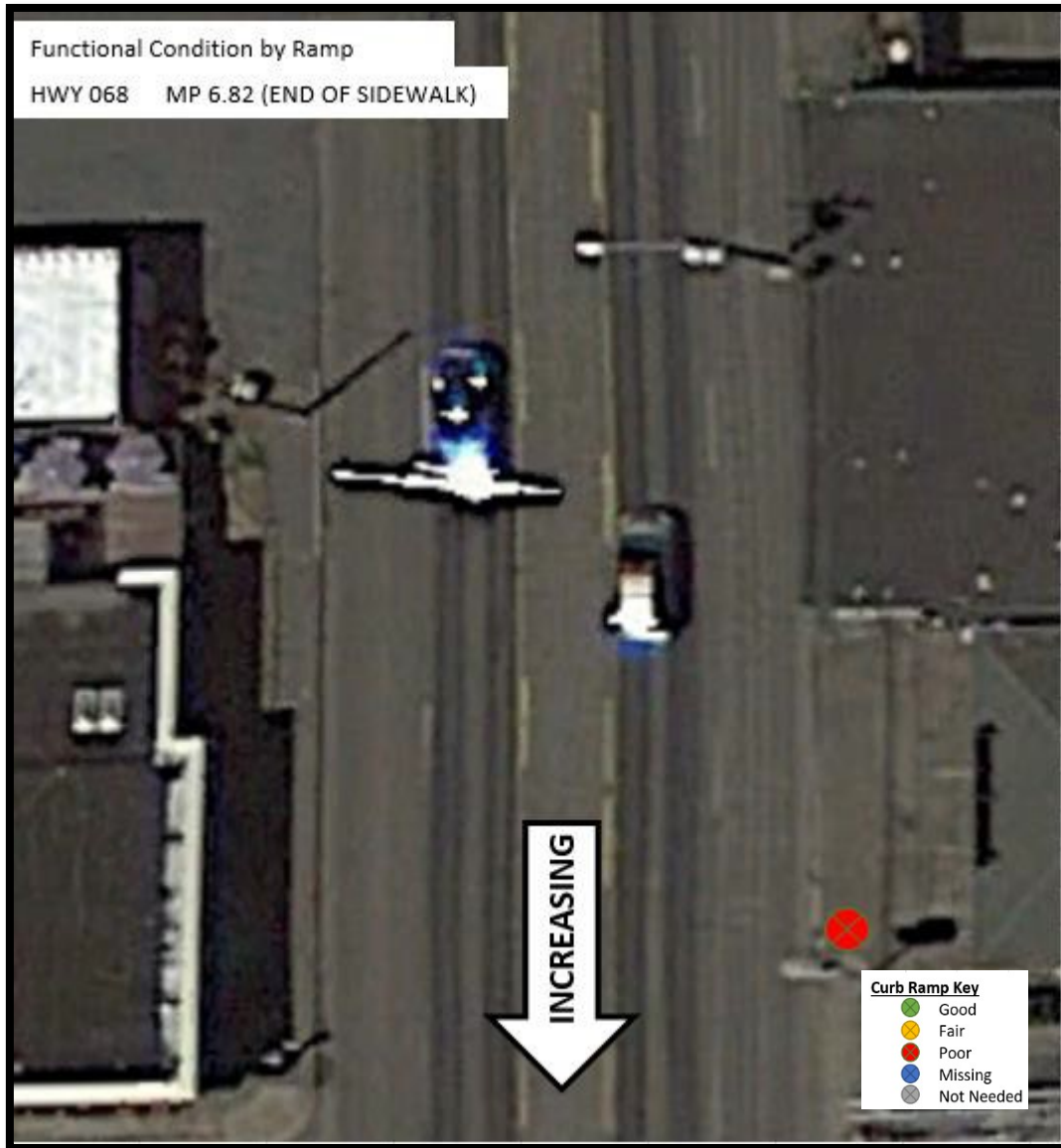
110. HWY 068 MP 6.78 (SE MALDEN ST.)



111. HWY 068 MP 6.81 (START OF SIDEWALK)



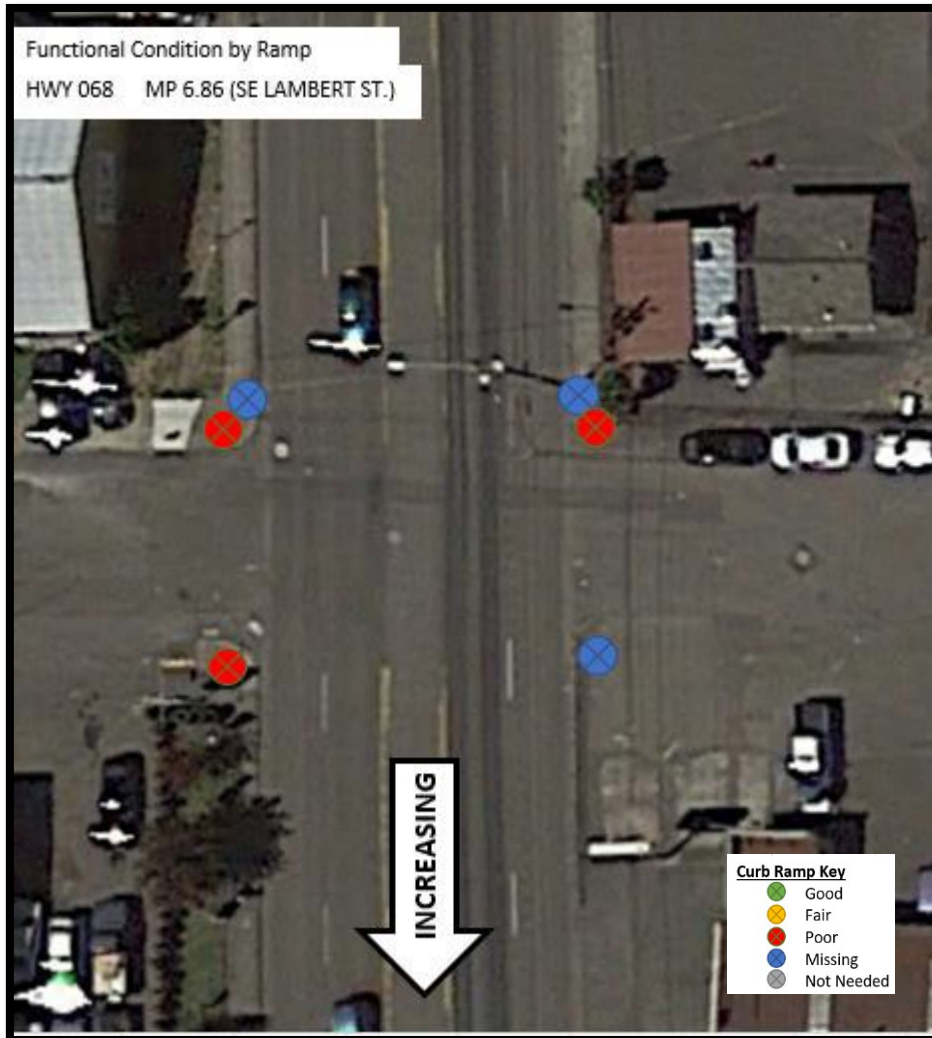
112. HWY 068 MP 6.82 (END OF SIDEWALK)



113. HWY 068 MP 6.83 (SE MALDEN CT.)



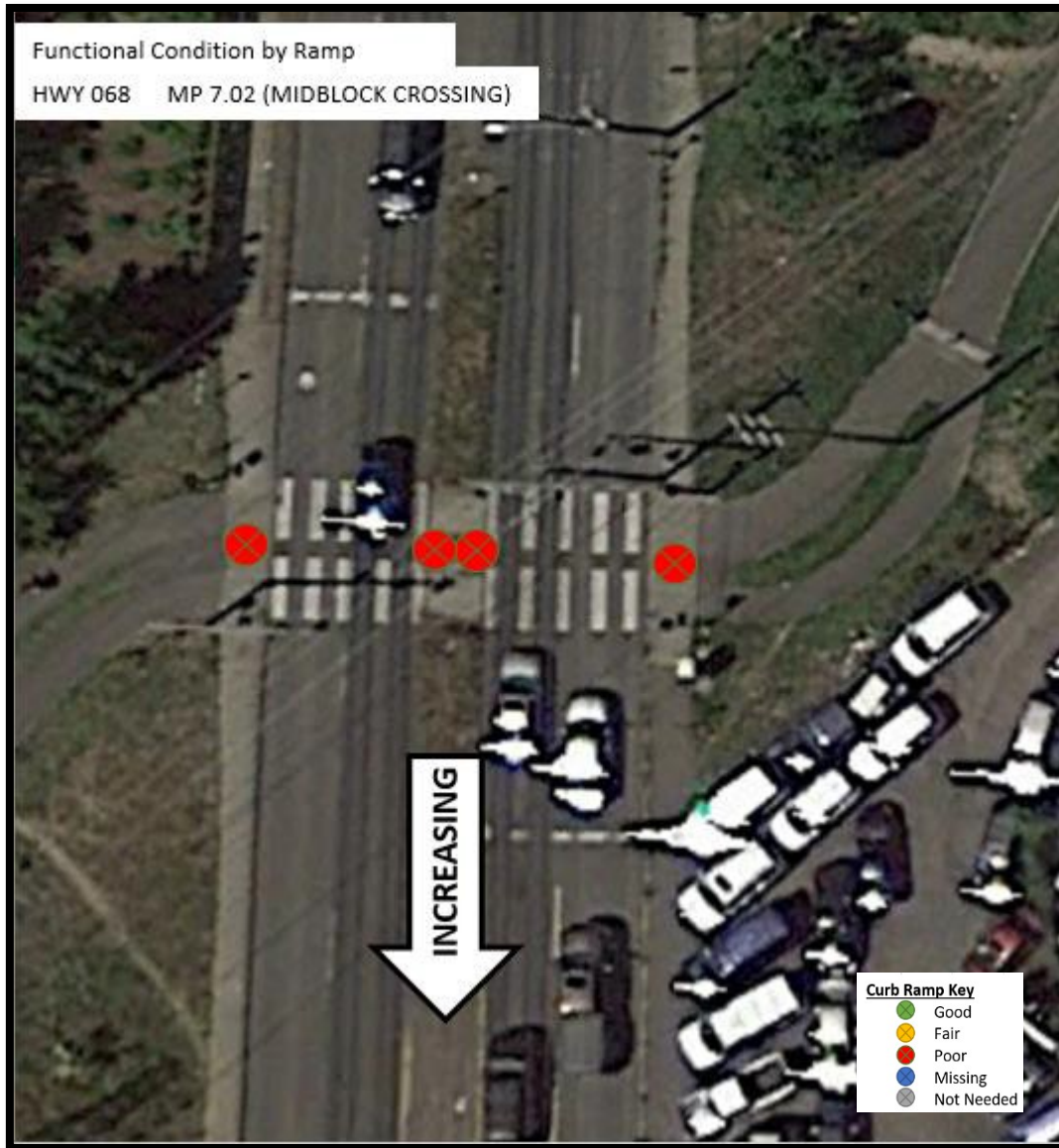
114. HWY 068 MP 6.86 (SE LAMBERT ST.)



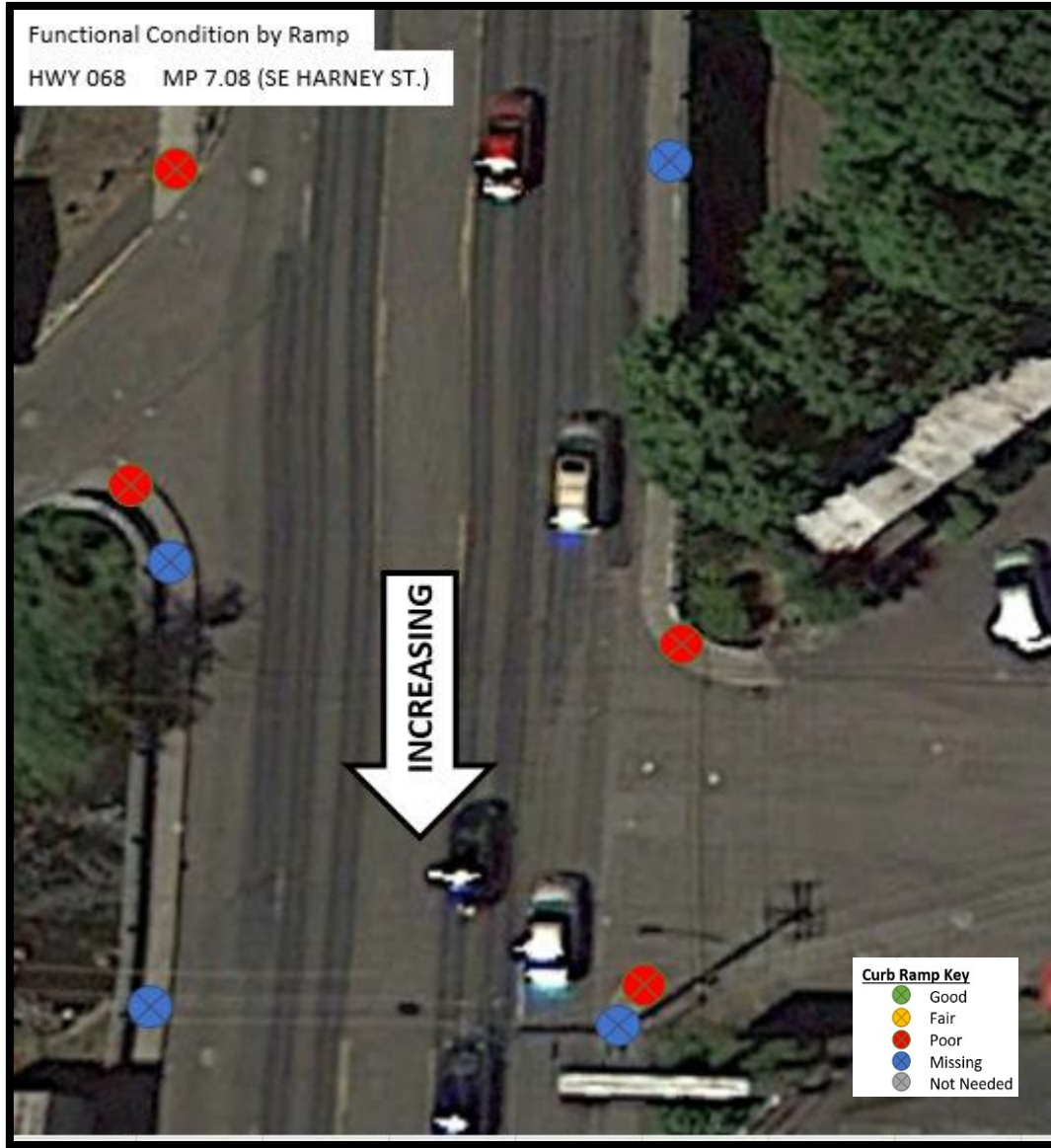
115. HWY 068 MP 6.98 (SE CRYSTRAL SPRINGS BLVD.)



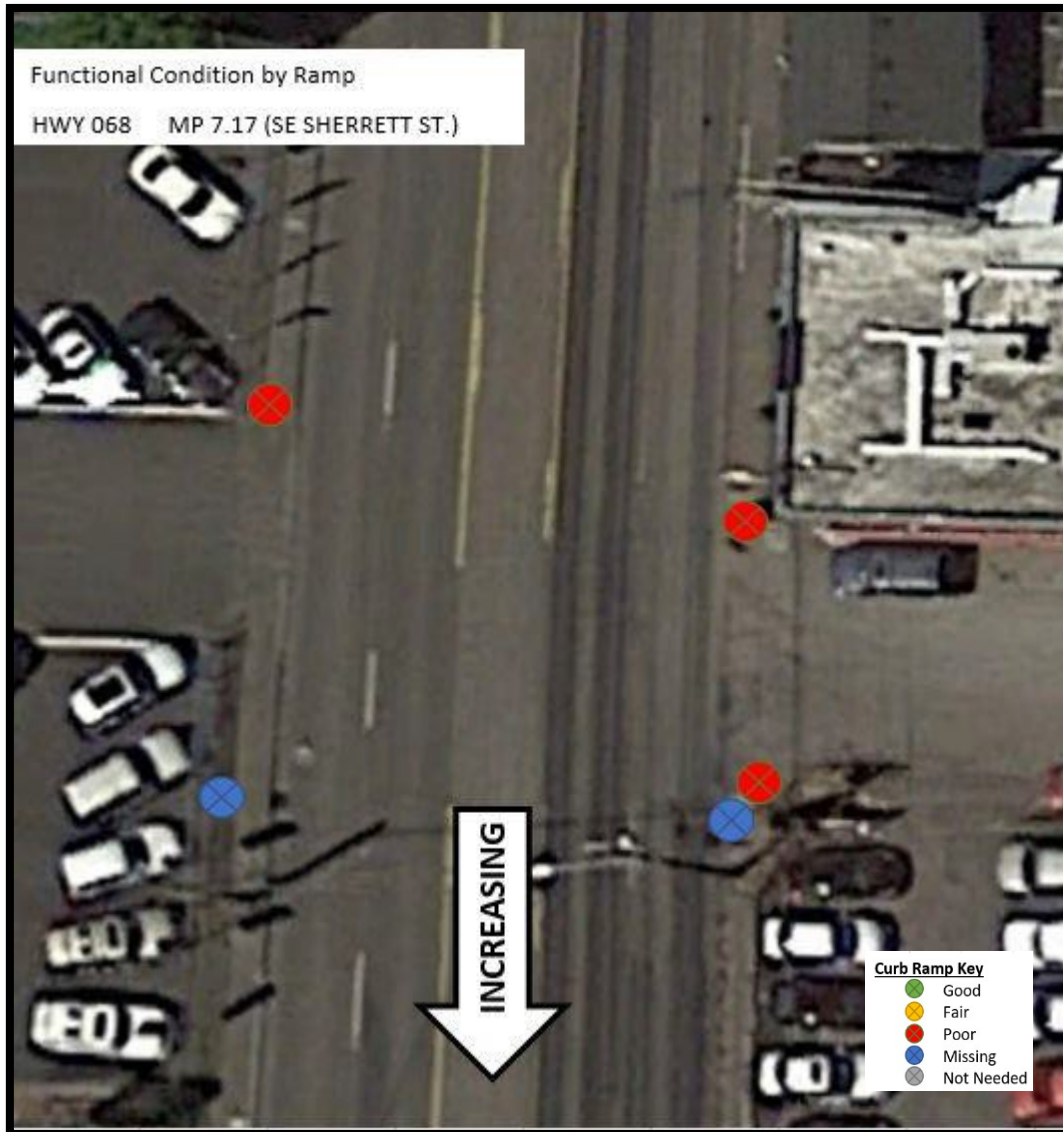
116. HWY 068 MP 7.02 (MIDBLOCK CROSSING)



117. HWY 068 MP 7.08 (SE HARNEY ST.)



118. HWY 068 MP 7.17 (SE SHERRETT ST.)



119. HWY 068 MP 7.23 (SE CLATSOP ST.)

