

AGREEMENT FOR DEVELOPMENT  
BETWEEN  
THE CITY OF PORTLAND  
AND SILTRONIC CORPORATION

This Agreement for Development (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the City of Portland (City), a municipal corporation of the State of Oregon and Siltronic Corporation (Siltronic), a Delaware corporation. For purposes of this Agreement, the City and Siltronic, and their respective successors and assigns, will be referred to individually as a "Party" and jointly as "Parties."

**I. RECITALS**

A. On April 15, 2010, the City adopted a land use policy document and implementing regulations entitled *The River Plan/North Reach (the River Plan)*. This multi-objective plan protects identified natural resources and functions by ensuring that development impacts to these resources are minimized and mitigated and facilitates economic development by protecting prime industrial land and providing greater predictability for redevelopment of these lands.

B. Siltronic owns an approximately 80-acre parcel of partially developed land (the Property), which lies within the boundaries of the *River Plan*. Siltronic acquired the Property from the City in 1978 and entered into a Disposition and Development Agreement (DDA) dated May 26, 1978. The fundamental purpose of the DDA was to implement the Northwest Front Avenue Industrial Renewal Project, which was created to attract Siltronic to the City to develop a \$30-40 million dollar silicon chip fabrication plant and employ workers with hiring preference to City residents. Siltronic has exceeded its development responsibilities under the DDA by developing two silicon wafer fabrication plants and related facilities on approximately one-half of the Property.

C. The *River Plan* designates a portion of the undeveloped portion of Siltronic's property as a Special Habitat Area because this identified existing upland habitat provides connectivity between the Willamette River and Forest Park. It applies both the new River Environmental (e) zone and the existing Environmental Protection (p) and Environmental Conservation (c) zones to undeveloped portions of Siltronic's property. The *River Plan* also designates part of Siltronic's property as a restoration site.

D. Consistent with its initial 1978 development plans for the Property, Siltronic desires to maximize the amount of developable land and minimize the amount of environmental zoning overlays on the Property to give Siltronic greater certainty that it will be able to respond

quickly to development/employment opportunities on the Property. Siltronic desires that the City remove the (e), (c), and (p) overlays applied by the *River Plan* from the undeveloped portions of the Property.

E. Consistent with the goals and objectives of the adopted *River Plan*, the City has identified significant natural resource functions on portions of the Development Site, including riparian functions along the open portions of Doane Creek, habitat for grassland-associated wildlife species, and wildlife connectivity between Forest Park, Doane Creek, North Doane Lake, and the Willamette River. The City desires that Siltronic grant the City a conservation easement over portions of the natural resource of the Property that are protected by the (e), (c), and (p) overlay zones. Siltronic desires to enter into a partnership with the City to create additional habitat resources and enhance existing natural resource habitat value within the Conservation Easement Area.

F. The current zoning code designates the Siltronic property riverward of an existing utility easement on the Property for river dependent and related uses (i overlay). In adopting the *River Plan*, the Council acknowledged that this designation does not reflect the uses present on the land for the last 30 years and might hamper future industrial development compatible with current uses on the site. The Council also acknowledged the “i” overlay should be changed to a “g” overlay zone for the Siltronic site and incorporated this change in the revised overlay zoning maps described in recital “G” below.

G. In the ordinance adopting the *River Plan* on April 15, 2010, the Council approved maps showing revised environmental and river overlay zoning (Exhibit E) for the Siltronic site and stated its intent that the revised maps will replace the maps applying environmental river overlay zoning to the Siltronic site as part of the *River Plan* (quarter section Nos. 2221, 2321 and 2322) only if a development agreement between the City and Siltronic is approved by the City Council and signed by both parties by July 1, 2010. If this contingency is satisfied, the revised zoning maps will become effective when the *River Plan* becomes effective on January 1, 2011, unless the Council by ordinance specifies a later effective date.

H. The City, through its Portland Development Commission (PDC), engaged a consultant (URS) to identify development impacts and mitigation options associated with reasonably anticipated future development and mitigation activities on the Development Site portion of the Property (Mitigation Study). The Parties used the Mitigation Study to identify the total mitigation obligations that would result from future development impacts to the grassland habitat on the Property and to calculate the monetary value of these mitigation obligations. The parties also developed real estate appraisals to establish the value of the Conservation Easement Area.

I. To achieve their mutual objectives, the City and Siltronic enter into this Agreement to provide for the future transfer of a conservation easement by Siltronic to the City; to fulfill the contingency stated in the ordinance adopting the *River Plan* concerning the environmental and river overlay zoning to be applied to the Siltronic site; and to facilitate a partnership to create additional habitat resources and enhance existing natural resource habitat value within the Conservation Easement Area.

J. The Parties entered into a Memorandum of Understanding regarding the preliminary terms and conditions of this Agreement. The MOU was adopted by City Council on May 5, 2010 by Resolution # 36784 dated April 29, 2010.

## II. GENERAL TERMS AND DEFINITIONS

**A. Purpose of the Agreement** The purposes of this Agreement are to identify the timing, terms and conditions under which Siltronic will convey a Conservation Easement over portions of the Property to the City and the City will amend the ESEE analysis to support the revised environmental overlay zones applicable to the Development Site portion of the Property; to describe the uses and activities permitted by Siltronic and the City over time in the Conservation Easement Area and on portions of the Property adjacent to the Conservation Easement Area; to provide certainty to Siltronic that no environmental overlay zoning will be applied by the City when Siltronic seeks development approvals within the Development Site; and to describe the Parties' contributions to this exchange.

### B. Definitions

The following terms used in this Agreement are defined as follows:

1. "City" means the City of Portland, Oregon.
2. "Conservation Easement Area" means the portion of the Property described in the Conservation Easement Legal Description attached hereto as Exhibit D, as generally depicted on the attached Exhibit A.
3. "Development Site" means the portion of the Property that may be used for future development, as shown on the attached Exhibit A.
4. "ESEE Analysis" means a type of analysis which is used to help determine if historic or other environmental resources should be protected. The analysis examines competing values to determine what the controlling value should be for the individual resource being examined. The analysis considers economic, social, energy, and environmental values. For purposes of the ESEE analysis, historic preservation is considered to be an environmental value.
5. "Mitigation" means compensation for impacts which result from other actions.
6. "Overlay Zones" means City of Portland environmental and river overlay zones, in place on the date hereof or in the future.
7. "PDC" means the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon.
8. "Area I" means that portion of the Conservation Easement depicted on Exhibit A.

9. "Area II" means that portion of the Conservation Easement depicted on Exhibit A, between Area I and the Development Site.

10. "Property" means the approximately 80 acre parcel of real property owned by Siltronic as shown on the attached Exhibit B.

11. "*River Plan*" means *The River Plan/North Reach* and implementing zoning regulations as adopted by the Portland City Council on April 15, 2010, by Ordinance No. 183694.

12. "Siltronic" means Siltronic Corporation, a Delaware corporation.

13. "Willamette Industrial Urban Renewal Area (WIURA) means the industrial urban renewal area located on the east side of the Willamette River at Mock's Bottom and Swan Island, and two nearby areas on the west bank of the Willamette River, including the Siltronic Property.

14. "Zoning Code" means Title 33 of the Code of the City of Portland, Oregon.

15. "Pre-Construction Phase" means the time period beginning with the Effective Date of this Agreement until the Construction Phase begins.

16. "Construction Phase" means the time period beginning on the issue date of a site development or construction permit for construction of a permanent building on the Development Site.

17. "Post-Construction Phase" means the time period beginning when a building or development permit receives final inspection approval from the City.

18. "Future Construction Phase" means the time period beginning when major modification or reconstruction occurs on the Development Site.

### **C. Effective Date**

This Agreement will become effective and the Parties' obligations to perform according to the terms and conditions of this Agreement will begin on the date the *River Plan* amendments described in Section III A.2.d.1 and the Conservation Easement described in Section III A.1.a and A.2.a are approved by the City Council by ordinance. If the *River Plan* amendments and the Conservation Easement are approved on different dates, this Agreement will be effective and the Parties' obligations will begin on the later of the two dates.

## **III. RIGHTS AND OBLIGATIONS OF THE PARTIES**

Each Party will perform its respective obligations as described in this Agreement.

### **A. CONSERVATION EASEMENT**

#### **1. Purpose and Objectives**

a. The purpose of the Conservation Easement is to allow for mitigation and/or restoration activities within a habitat corridor on the Property that extends from the point where Doane Creek first intersects the Property along the southwest Property boundary to the Willamette River. The location and key dimensions of the Conservation Easement area are shown on the attached Exhibit A and a legal description of the Conservation Easement Area is provided in the attached Exhibit C. The Conservation Easement Area may be expanded at Siltronic's option. The City may, at its option, apply environmental overlay zoning to the Conservation Easement Area after commencement of an applicable Post-Construction Phase.

(1) Mitigation and/or restoration activities by either Party within the Conservation Easement area are intended to accomplish the following objectives:

(a) Protect in perpetuity a wildlife habitat connectivity corridor between the Willamette River and Forest Park, enhance upland wildlife habitat, and improve riparian corridor functions, including but not limited to microclimate and shade, flow and hydrology, water quality and pollutant control, and food web and nutrient cycling.

(b) Maintain the security of and minimize disruption to Siltronic's business and manufacturing activities on the property.

## **2. City Rights and Obligations**

### **a. Use of Conservation Easement Area**

(1) The City shall use the Conservation Easement Area for natural resource enhancement activities and to protect existing natural resource values. The City shall have the right to access the Conservation Easement Area to implement these activities.

The City will create and implement a Restoration Plan for the Conservation Easement area, which will allow, but not obligate, Siltronic or others to fund and implement portions of the plan, upon approval by the City. The Restoration Plan will allow for storage of equipment and materials in certain parts of Area II, as outlined in Section III.A.3.b.(2)(b)(2) herein.

The City agrees to cooperate with Siltronic in a restoration partnership for the purpose of (1) creating additional habitat that has natural resource restoration value; (2) negotiating a shared financial contribution by Siltronic up to fifty percent of the cost of the habitat restoration project; and (3) jointly sharing the habitat value created based on contribution.

(2) The City acknowledges that Siltronic has reserved the right to use the Conservation Easement Area for calculating setbacks, buffers, lot coverage and vegetated area and for determining compliance with other development standards under the Zoning Code.

(3) The City may, in its discretion, relocate that portion of the gravel road lying within the Conservation Easement Area (shown on Exhibit A) from the Conservation Easement Area after the Effective Date to an alternate location on the Development Site reasonably approved by Siltronic, and shall be responsible for any associated costs.

**b. Trail**

(1) The City will allow Siltronic to retain, maintain and, if needed, replace the existing trail adjacent to the Willamette River shown on the attached Exhibit A and, upon the City's written consent, to modify the location of the trail. The City may move the trail to the Buffer Area shown on the attached Exhibit A to avoid conflict with habitat restoration projects and shall be responsible for any associated costs.

**c. PDC Funding**

In an effort to provide advance funds to the River Restoration Program, which is contemplated in the River Plan/North Reach, PDC intends to contribute funds from the Willamette Industrial Urban Renewal Area ("WIURA") for the purpose of advancing restoration work in the WIURA. Said funding is estimated to be approximately \$200,000, to be disbursed over one or more years, and shall be limited to expenses that are eligible under state law. Said funds could be applied toward improvements to the Conservation Easement Area.

PDC will consider providing financial support to Siltronic, or its successors or assigns, as part of a negotiated incentive package tied to substantial new private capital investments in buildings and equipment resulting in the retention of existing Siltronic jobs at the Property and/or the creation of new jobs at the Development Site by Siltronic, its successors or assigns. Such investment must occur prior to the expiration of the WIURA or depletion of WIURA funds, whichever occurs first.

**d. Amendment of ESEE Analysis**

(1) The City will amend the *River Plan* ESEE analysis to support the revised environmental overlay zones approved by the *River Plan* ordinance for the Development Site. The amended *River Plan* ESEE analysis will be adopted by City Council by ordinance.

(2) The City's adoption of the amended *River Plan* ESEE analysis will be contingent on Siltronic's conveyance of a Conservation Easement to the City consistent with Section III.A.3.a.(2) of this Agreement.

**3. Siltronic Rights and Obligations**

**a. Conveyance of Conservation Easement**

(1) Siltronic will convey, at no cost to the City, a perpetual Conservation Easement over and across that portion of the Property legally described therein. A legal description of the Conservation Easement Area is shown on the attached Exhibit C.

(2) Siltronic's conveyance of the Conservation Easement to the City will be contingent upon the City's adoption of the amended *River Plan* ESEE analysis consistent with Sections III.A.2.d.(1) and 2.a.(1) of this Agreement.

**b. Use of Conservation Easement Area**

(1) Area I: Allowed uses of, activities within and access to the Conservation Easement by Siltronic in Area I are the following; provided that no other uses, activities or access are permitted, unless agreed to in writing by the City:

**(a) Pre-Construction Phase:**

- (1) Access to existing gravel road;
- (2) Repair and maintenance of existing fence;
- (3) Maintenance and sampling of existing groundwater monitoring wells;
- (4) Construction of additional groundwater wells for remediation and monitoring in locations reasonably approved by the City;
- (5) Access to existing utility corridor;
- (6) Habitat restoration activities approved by the City, consistent with the Restoration Plan for the Conservation Easement Area.

**(b) Construction Phase:**

- (1) All activities allowed in the Pre-Construction Phase
- (2) Storage of construction equipment and materials if storage cannot reasonably be accomplished first on property outside of the Conservation Easement Area or on Area II of the Conservation Easement Area; provided that the area of impact is minimized, areas planted within Area I for enhancement purposes are avoided to the maximum degree practicable (as currently defined in Title 33 of the City's Code) and the timing and spatial extent of disturbance is reasonably agreed to in writing by the City.
- (3) Location of utilities if they cannot reasonably be located outside of the Conservation Easement or on Area II of the Conservation Easement Area;
- (4) Emergency vehicle access, provided that no road surfaces shall be constructed.

**(c) Post-Construction Phase:**

(1) All activities allowed in the Pre-Construction Phase except for access to the existing gravel road;

(2) Security operations that cannot reasonably be implemented in Area II.

(2) Area II: Allowed uses of, activities within and access to the Conservation Easement by Siltronic in Area II are the following; provided that no other uses, activities or access are permitted, unless agreed to in writing by the City.

(a) Pre-Construction Phase: Same as Area I, above.

(b) Construction Phase:

(1) All activities allowed in the Pre-Construction Phase;

(2) Storage of construction equipment and materials if storage cannot reasonably be accomplished first on property outside of the Conservation Easement Area; provided that the area of impact is minimized, areas planted for enhancement purposes are avoided to the maximum degree practicable (as currently defined in Title 33 of the City's Code) and the timing and spatial extent of disturbance is reasonably agreed to in writing by the City;

(3) Location of utilities if they cannot reasonably be located outside of the Conservation Easement Area;

(4) Emergency vehicle access, provided that no road surfaces shall be constructed.

(c) Post-Construction Phase:

(1) All activities allowed in Area I Post-Construction Phase;

(2) Access for building maintenance

(3) Security operations that cannot be reasonably implemented outside the Conservation Easement Area.

(d) Future Construction Phase

(1) Access for habitat restoration

(2) Access for major building modification or



reconstruction in accordance with the restrictions for Pre-Construction, Construction and Post-Construction phases as long as any impact to the natural resource values in the Conservation Easement area are temporary and fully mitigated.

**c. Prohibited Uses**

(1) Siltronic will not use the Conservation Easement Area for calculating compliance with the required Willamette River setback established by the *River Plan* and implementing regulations or compliance with the storm water management development standards.

(2) Siltronic will not use the Conservation Easement Area for any permanent use that is inconsistent with the primary use of protecting, enhancing, restoring and maintaining the Conservation Easement Area as a natural resource area, including the long term potential for daylighting parts of Doane Creek.

**d. Other Obligations**

(1) Siltronic will restore any part of the Conservation Easement Area temporarily disturbed by any use or activity allowed, consistent with the uses outlined in this Agreement. Siltronic will restore the disturbed area to a condition equal to or better than its pre-disturbance condition.

(2) If Siltronic moves the existing fence along the boundary of the Property to a permanent location on the boundary between the Conservation Easement Area and the Development Site, Siltronic shall pay for the cost of relocation. If the City moves the existing fence as part of a City project, the City shall pay for the cost of relocation. Relocation of the fence will occur no later than the completion of the last Construction Phase.

(3) Unless the City has previously relocated the gravel road presently located in the Conservation Easement Area as provided in Section III.A.2.a.(3), Siltronic will move the gravel road from the location within the Conservation Easement Area shown on Exhibit B at the conclusion of the last Construction Phase and will be responsible for any associated costs.

(4) Siltronic will plant native trees and understory within the 50 foot setback area on its property along the Willamette River as the first priority if necessary to comply with the City's vegetated area standards; provided that Siltronic may claim credit for any vegetation existing in the Conservation Easement Area on the Effective Date of this Agreement that would satisfy the vegetated area standard requirements, as outlined in the City Code. This requirement will be triggered when Siltronic, or its successors or assigns, initiates development within the River Overlay Zones on the Property so that the minimum vegetated area standard is required.

## **B. ECO-ROOF**

### **1. Purpose and Objectives**

The purpose of incorporating eco-roofs into future development on the Development Site is to provide additional habitat to enhance natural resource functions of the Property. The eco-roof is not part of the mitigation to compensate for impacts to natural resources on the development site.

### **2. City and Siltronic Obligations**

In accordance with Section III.A.2.c. above, PDC anticipates that it may provide a negotiated financial incentive package associated with new private capital investment on the Development Site. This funding may come from a variety of sources, including tax increment bond proceeds, City funds and/or state and federal funding. If such a financial package is provided and is agreeable to the Parties, the Parties will collaborate to incorporate an eco-roof into the design and development of the new project on the Development Site. The specifics of the eco-roof will be spelled out at that time and will take into consideration the technical feasibility of the eco-roof, its compatibility with other uses and its value to wildlife, all of which shall be agreed upon by the Parties. The incremental cost of constructing the eco-roof, along with the estimated long term benefits in energy savings, will be considered as part of the financial incentive package at the time of development.

## **IV. VALUATION RATIONALE**

The parties have agreed upon a Valuation Rationale to determine the habitat value of natural resources on the undeveloped portion of the Property and the value of a Conservation Easement on the undeveloped portion of the Property. The Parties have agreed that these values establish an equivalency between the donation value of the Conservation Easement and adequate compensation for habitat values lost as a result of development. The eco-roof is not part of this valuation equivalency. The Valuation Rationale is attached hereto as Exhibit D.

In exchange for amending the River Plan ESEE analysis to support the revised environmental overlay zones for the Development Site, Siltronic will grant a Conservation Easement to the City as shown on Exhibit A.

As a result of this exchange, Siltronic will have certainty about its ability to develop the Development Site and will be able to better compete for development opportunities. This exchange also provides the benefit to the City of a wildlife habitat connectivity corridor that can be restored and protected in perpetuity. Doane Creek has special value to the City as one of two tributaries in the North Reach with sufficient stream flow to support salmonids.

## **V. NRDA OBLIGATIONS**

This Agreement is not intended to, nor shall it have any effect on, the Parties' legal rights, responsibilities or obligations under federal superfund and other environmental laws and regulations. The Parties agree that this Agreement will not preclude Siltronic or the City

from asserting that the performance of mitigation tasks or restoration tasks required under this Agreement may qualify as consideration or credit toward Portland Harbor natural resource damage restoration obligations, if any, of the Parties.

## **VI. TERMINATION OF AGREEMENT:**

A. This Agreement shall terminate on July 1, 2040, if not sooner terminated pursuant to Section VII.B. herein.

B. In the event that Siltronic or the City is in default of any obligation under this Agreement beyond the cure period provided for in Section VII below, the non-defaulting party has the right to terminate this Agreement under any provision herein. Such termination shall be effective upon the date specified by the non-defaulting Party in a written notice of termination given to the other Party. The date specified in the termination notice shall be no fewer than ninety (90) days after the date of the notice; provided that the Agreement cannot be terminated unilaterally after conveyance of the Conservation Easement by Siltronic to the City.

## **VII. DEFAULT; CURE**

The following shall constitute default:

Any breach of the provisions of this Agreement whether by action or inaction, which continues and is not remedied within one hundred eighty (180) days after the non-defaulting party has given written notice to the defaulting party specifying the breach; provided that if the defaulting party determines that the breach cannot with due diligence be cured within a period of one hundred eighty (180) days, the non-defaulting party may, in its sole discretion, grant a longer period of time to cure the breach, so long as the defaulting party diligently proceeds to cure the breach and the cure is accomplished within no more than 360 days.

## **VIII. SURVIVAL**

The obligations of this Agreement shall be continuing and shall survive the termination hereof.

## **VIII. REMEDIES**

### **A. Specific Performance**

If a Party defaults under the terms of this Agreement, after the lapse of the applicable cure period, the non-defaulting party may, in addition to any other remedies at law or in equity compel the other Party's performance under this Agreement or prevent any action contrary to this Agreement by injunction or other equitable relief.

**B. Nonexclusive Remedies**

No remedy conferred upon or reserved to any Party under this Agreement is intended to be exclusive of any other remedy allowed by law. Unless expressly provided otherwise in this Agreement, each and every remedy will be cumulative and will be in addition to any other remedy given to each Party in this Agreement.

**C. Waiver of Default**

To the extent not precluded by this Agreement, the nondefaulting Party may, in its discretion, waive any default hereunder and its consequences and rescind any consequence of such default. In case of any such waiver or rescission, the Parties will be restored to their respective former positions and rights under this Agreement, but no such waiver or rescission will extend to or affect any later or other default, or impair any right consequent thereon. No such waiver or rescission will be in effect unless it is in writing and signed by the nondefaulting Party.

**IX. CONVEYANCE PROVISIONS**

As a condition to the Parties' obligation to complete the conveyance of the Conservation Easement, the conveyance provisions, including but not limited to condition of title, escrow and closing will be resolved to the satisfaction of the City Attorney.

**X. MISCELLANEOUS PROVISIONS****A. Environmental**

The parties will develop a mutually agreeable protocol for evaluating the environmental status of the Property to effectuate the terms of this Agreement to the satisfaction of the City Attorney.

**B. Insurance**

1. Siltronic acknowledges that the City is self-insured.
2. The City shall require any contractors performing work for the City in the Easement Area to carry insurance as required by the City's Standard Construction Specifications in effect at the time, including but not limited to commercial general liability and automobile liability coverage.
3. All contractors performing work for the City in the Easement Area shall provide a certificate naming Siltronic, or its successors or assigns, as an Additional Insured.

**C. Other City Permit or Land Use Requirements**

Unless specifically provided for in this Agreement to the contrary, Siltronic will comply with all laws and regulations relating to the development of the Development Site, including the final terms and conditions of any permits issued by the City; provided, however, such terms and conditions shall not be inconsistent with the provisions of this Agreement. The City agrees, however, that it will impose no development condition of approval which requires expansion of the Conservation Easement Area. This Agreement will not constitute a commitment to loan money.

**D. Force Majeure**

From the date of execution of this Agreement, neither the City nor Siltronic, as the case may be, nor any assignee or successor in interest will be considered in breach of or default of its obligations or progress in carrying out its obligations under this Agreement, in the event of enforced delay ("unavoidable delay") in the performance of these obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to acts of God, or of the public enemy, acts of the Government, acts of the other Party, fires, floods, volcanic eruptions, epidemics, quarantine restrictions, strikes, bid protests, freight embargoes, earthquake, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the control of the Parties. It is the purpose and intent of this provision that in the event of the occurrence of any unavoidable delay, the time or times for performance of the obligations of the Parties will be extended for the period of the unavoidable delay; provided, that the Party seeking the benefit of the provisions of this section will, within thirty (30) days after the Party becomes aware of an unavoidable delay, have first notified the other Party thereof in writing of the cause or causes of the delay and the estimated time of correction. Any action or failure to act by a Party pursuant to this Agreement that is not due to unavoidable delay will not excuse the

performance under this Agreement by that Party. Either Party may suspend its performance under this Agreement in the event the other Party has been excused from performance by reason of an unavoidable delay lasting more than six months. A Party that intends to suspend its performance based on the other's unavoidable delay will notify the other Party in writing of the specific date of suspension of performance and the specific performance it will not undertake or continue. Upon resumption of performance by the Party initially excused due to unavoidable delay, all Parties will immediately resume performance.

**E. Mediation/Arbitration**

If any dispute should arise between the Parties concerning the terms of this Agreement or the Parties' obligations or activities under this Agreement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties prior to commencement of arbitration or litigation. If the Parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

**F. Conflict of Interest**

1. **Public Conflicts.** No member, official, or employee of the City or PDC will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official, or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.
2. **Public Official Liability.** No member, official or employee of the City or PDC will be personally liable to Siltronic in the event of any default or breach by the City for any amount which may become due to Siltronic on any obligations under the terms of this Agreement.

**G. Notices**

A notice or communication under this Agreement by one Party to one or the other Parties is deemed received by the addressee on the earlier of:

1. The actual date of receipt; or
2. Three (3) days after mailing, if mailed by registered or certified mail, postage prepaid, return receipt requested.

In the case of a notice or communication to the City, addressed as follows:

Mayor of the City of Portland  
1221 SW Fourth Avenue, Suite 340  
Portland, OR 97204

with a copy to:

City Attorney  
 1221 SW Fourth Avenue, Room 430  
 Portland, OR 97204  
 Fax No. (503) 823-3089

In the case of a notice or communication to Siltronic, addressed as follows:

Siltronic Corporation  
 Tom Fahey  
 7220 NW Front Ave., M/S 20  
 Portland, OR 97210  
 Fax No. (503) 219-7599

or addressed in any other way to a Party as that Party may, from time to time, designate in a writing transmitted as provided in this section.

3. In lieu of a mailing, a communication is deemed received by a Party on the date it was transmitted by facsimile to that Party at the fax number set out above, if the transmitting Party has a written confirmation of the successful transmittal.

#### **H. Headings**

Any titles of the sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

#### **I. Counterparts**

This Agreement is executed in counterparts, each of which will be deemed to be an original, and these counterparts will constitute one and the same instrument.

#### **J. Waivers**

Except as otherwise provided in this Agreement, no waiver made by a Party with respect to the performance, or manner or time thereof, of any obligation of another party or any condition inuring to its benefit under this Agreement will be considered a waiver of any other rights of the Party making the waiver. No waiver of a Party of any provision or any breach of this Agreement will be of any force or effect unless in writing; and no such waiver will be construed to be a continuing waiver.

**K. Time of the Essence**

Time is of the essence of this Agreement.

**L. Choice of Law**

This Agreement will be interpreted under the laws of the State of Oregon.

**M. Calculation of Time**

All periods of time referred to in this Agreement will include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or legal holiday, the period will be extended to include the next day that is not a Saturday, Sunday or legal holiday.

**N. Construction**

In construing this Agreement, singular pronouns will mean and include the plural and the masculine pronoun will mean and include the feminine and the neuter, as the context may require.

**O. Legal Purpose**

Siltronic shall use the Property and the Development Site solely for lawful purposes.

**P. Severability**

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

**Q. Amendments**

This Agreement (including exhibits) may only be amended by mutual written agreement of the Parties. No amendment to any provision of this Agreement will be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to another Party's performance or failure to perform, or any failure or delay by any Party to enforce its rights under this Agreement.

**R. Entire Agreement**

This Agreement (including exhibits) is the entire agreement between the Parties relating to the subject matter of this Agreement. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no oral or written representations made by either party, implied or express, other than those contained in this Agreement.



**S. Successors and Assigns**

Subject to the provisions of this Agreement, all terms and conditions of this Agreement, including without limitation, the benefits conferred by and the obligations assumed under this Agreement will inure to the benefit of and bind the successors and assigns of the Parties.

**T. Place of Enforcement**

Any action or suit to enforce or construe any provision of this Agreement by any Party will be brought in the Circuit Court of the State of Oregon for Multnomah County, or the United States District Court for the District of Oregon.

**U. No Third Party Beneficiaries**

The Parties intend that the rights, obligations and covenants in this Agreement will be exclusively enforceable by the City and Siltronic and their respective successors and assigns. Except for the foregoing, there are no third party beneficiaries to this Agreement.

**V. Nonwaiver of Government Rights**

By making this Agreement, the City specifically does not obligate itself, any other City bureau or any agency under the City's control, with respect to any subsequent discretionary action relating to the Conservation Easement or the operation of any improvements built on the Development Site, including, but not limited to, rezoning, variances, environmental clearances or any other governmental agency approvals which are or may be required, except as expressly set forth herein. Notwithstanding the foregoing, the City agrees that it will not in the future, at any time, impose on the Property or the Development Site any Overlay Zone or any such similar or replacement zone.

**W. Consents and Approvals**

Whenever consent or approval by a Party is required under the terms of this Agreement, all such consents or approvals must be given in writing by the executive officer or manager of the Party. Where approvals of a Party are required, that Party will approve or disapprove within thirty (30) days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided to the contrary in this Agreement.

**X. Recording**

A memorandum of this Agreement, or this Agreement in its entirety, and the Conservation Easement will be recorded in the Deed Records of Multnomah County, Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF PORTLAND,**  
a municipal corporation of the State of Oregon

By: \_\_\_\_\_  
Sam Adams, Mayor

By: \_\_\_\_\_  
Lavonne Griffin-Valade, City Auditor

**SILTRONIC CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Neil Nelson  
President and CEO

Approved as to form:

City Attorney

**EXHIBIT LIST**

**Exhibit A – Development Site and Conservation Easement Map**

**Exhibit B – 2008 Aerial Photograph**

**Exhibit C – Legal Description**

**Exhibit D – Valuation Rationale**

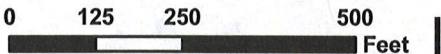
**Exhibit E – Revised Zoning Maps**



**DRAFT**

**Exhibit A: Development Site and Conservation Easement Map (5/26/10)**

- Development Site (~38 acres)
- Conservation Easement (~7 acres)
- Area I / Area II Boundary
- Stream - Open Channel
- Stream - Stormwater Pipe or Culvert
- Utility Easements
- Environmental Protection (p)



Buffer area - vegetation and relocated trail

The information on the map was derived from digital data-bases on the City of Portland, Bureau of Planning and Sustainability GIS. Care was taken in the creation of this map but it is provided "as is". The City of Portland cannot accept any responsibility for error, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product.

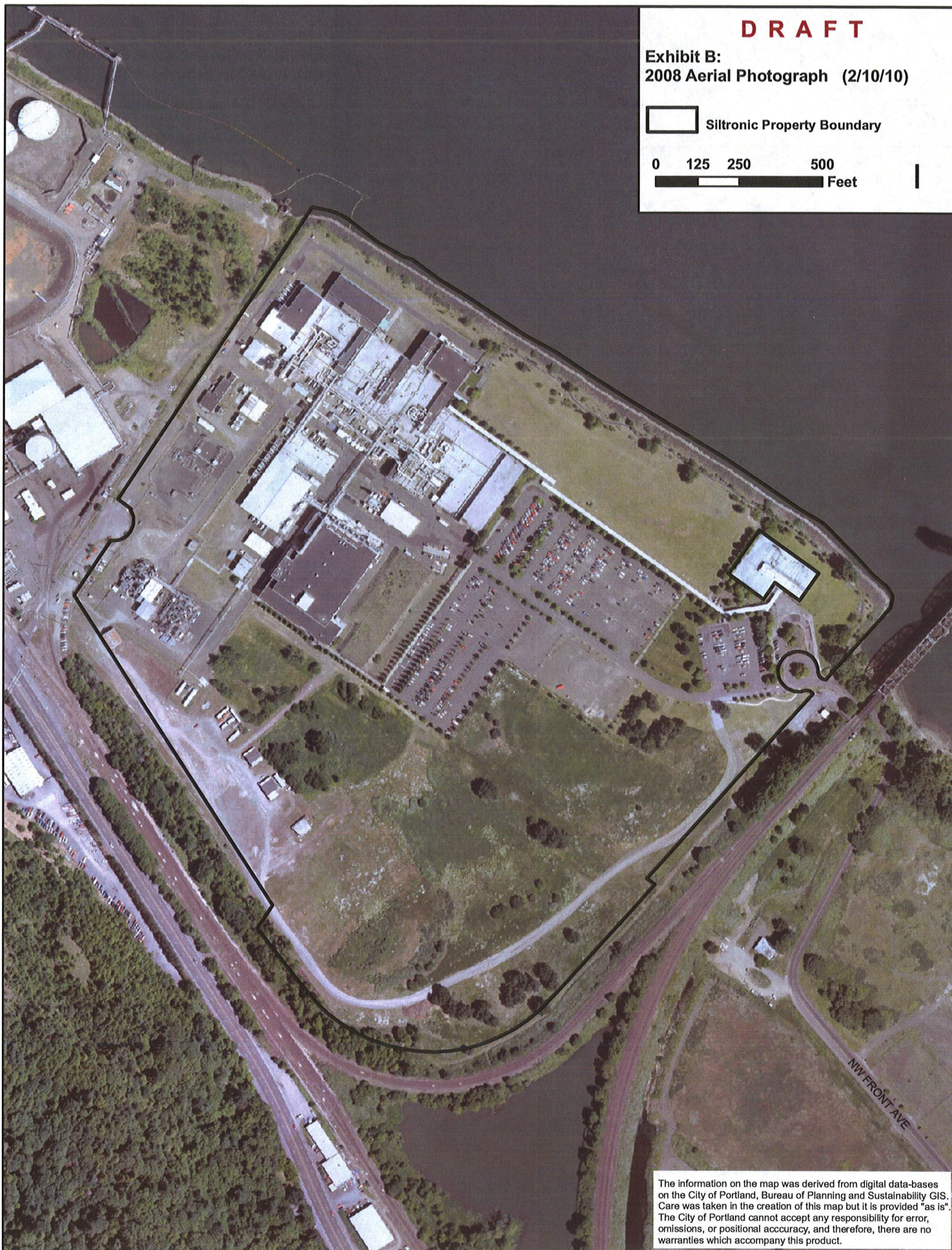


**DRAFT**

Exhibit B:  
2008 Aerial Photograph (2/10/10)

 Siltronic Property Boundary

0 125 250 500  
Feet



The information on the map was derived from digital data-bases on the City of Portland, Bureau of Planning and Sustainability GIS. Care was taken in the creation of this map but it is provided "as is". The City of Portland cannot accept any responsibility for error, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product.



JUNE 10, 2010

PROJECT NO. 36013

PORTLAND DEVELOPMENT COMMISSION  
SILTRONIC CONSERVATION EASEMENT**EXHIBIT "A"**

A TRACT OF LAND BEING A PORTION OF PARCEL 1 OF DEED DOCUMENT 14042180, AS RECORDED IN MULTNOMAH COUNTY DEED RECORDS, AND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, MULTNOMAH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE BOUNDARY LINE BETWEEN THE MILTON DOANE AND THE N.W. BAKER DONATION LAND CLAIM AND THE CENTER LINE OF THE NORTHERN PACIFIC RAILROAD MAIN LINE; THENCE NORTH  $33^{\circ}31'25''$  EAST, 218.45 FEET TO THE WESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID DEED; THENCE ALONG SAID WESTERLY EXTENSION AND SOUTHWESTERLY LINE, SOUTH  $32^{\circ}45'35''$  EAST, 1154.66 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH  $53^{\circ}18'55''$  EAST, 560.25 FEET TO THE BEGINNING OF A NON-TANGENT 370.00 FOOT RADIUS CURVE (THE RADIUS POINT BEARS NORTH  $3^{\circ}55'56''$  EAST); THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $50^{\circ}14'22''$  (THE CHORD OF WHICH BEARS NORTH  $68^{\circ}48'46''$ , 314.14 FEET) AN ARC DISTANCE OF 324.43 FEET TO THE END THEREOF; THENCE NORTH  $38^{\circ}44'23''$  EAST, 1094.53 FEET; THENCE NORTH  $79^{\circ}27'20''$  EAST, 166.59 FEET TO THE BEGINNING OF A NON-TANGENT 60.00 FOOT RADIUS CURVE (THE RADIUS POINT BEARS NORTH  $39^{\circ}02'43''$  EAST); THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $36^{\circ}24'37''$  (THE CHORD OF WHICH BEARS SOUTH  $69^{\circ}09'35''$  EAST, 37.49 FEET) AN ARC DISTANCE OF 38.13 FEET; THENCE SOUTH  $68^{\circ}53'40''$  EAST, 2.48 FEET TO THE SOUTH EASTERLY LINE OF SAID DEED AND A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE ALONG SAID SOUTHEASTERLY DEED LINE THE FOLLOWING 6 COURSES, SOUTH  $42^{\circ}01'25''$  WEST, 764.89 FEET; THENCE SOUTH  $54^{\circ}26'05''$  EAST, 29.69 FEET; THENCE SOUTH  $42^{\circ}01'25''$  WEST, 418.21 FEET TO THE BEGINNING OF A NON-TANGENT 473.69 FOOT RADIUS CURVE (THE RADIUS POINT BEARS NORTH  $42^{\circ}56'16''$  WEST); THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $89^{\circ}55'44''$  (THE CHORD OF WHICH BEARS NORTH  $87^{\circ}58'24''$  WEST, 669.48 FEET) AN ARC DISTANCE OF 743.48 FEET; THENCE NORTH  $39^{\circ}44'26''$  WEST, 91.23 FEET; THENCE NORTH  $46^{\circ}59'40''$  EAST, 3.16 FEET; THENCE NORTH  $33^{\circ}31'25''$  EAST, 80.07 TO THE POINT OF BEGINNING.

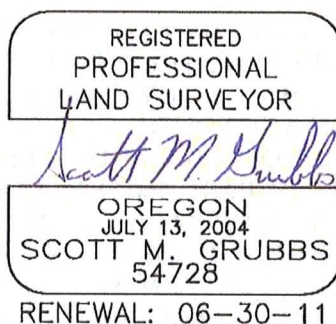
CONTAINING APPROXIMATELY 260,352 SQUARE FEET OR 5.98 ACRES, MORE OR LESS.

**TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:**

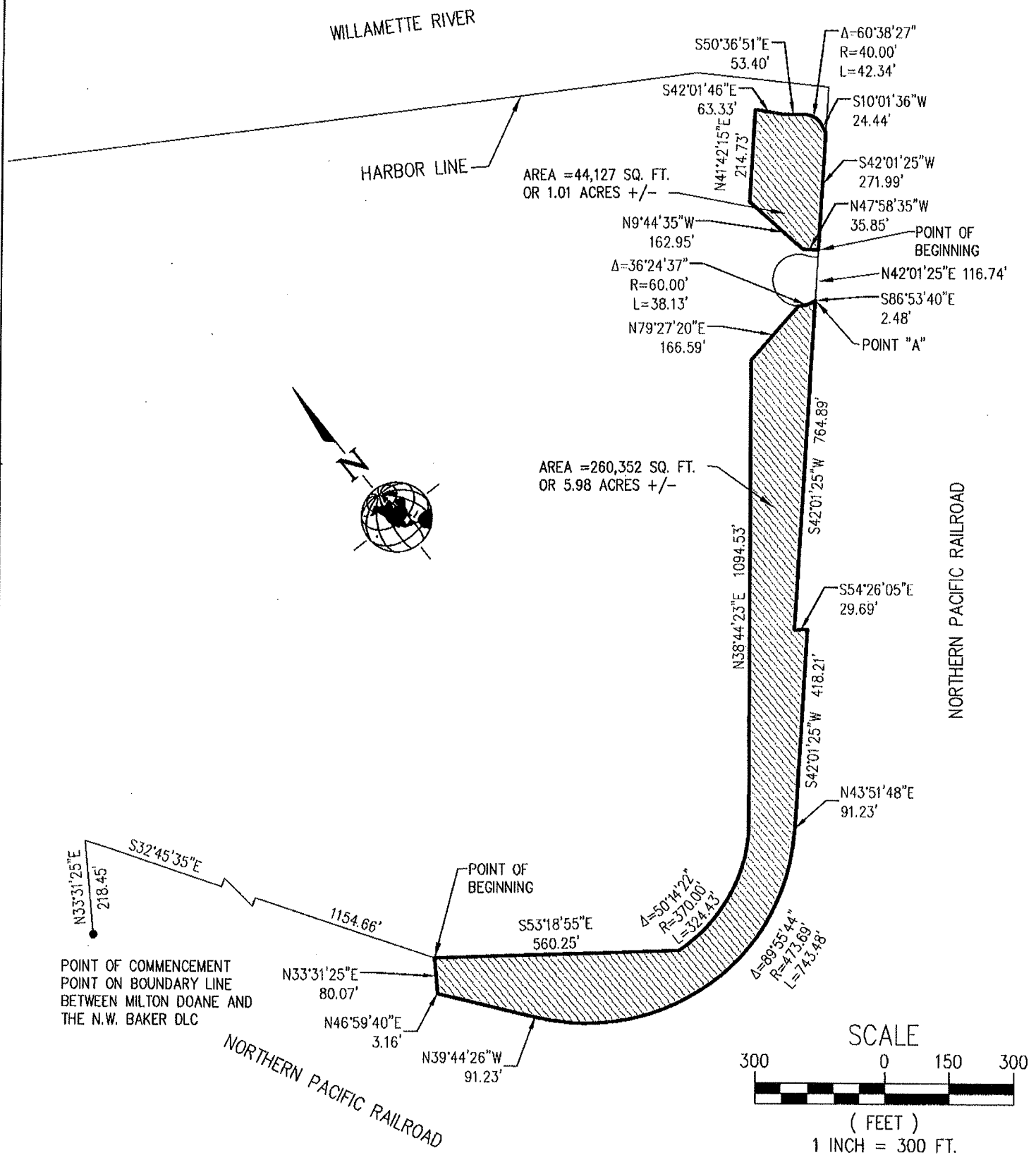
COMMENCING AT AFOREMENTIONED POINT "A", THENCE NORTH 42°01'25" EAST, 116.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 47°58'35" WEST, 35.85 FEET; THENCE NORTH 9°44'35" WEST, 162.95 FEET; THENCE NORTH 41°42'15" EAST, 214.73 FEET; THENCE SOUTH 42°01'46" EAST, 63.33 FEET; THENCE SOUTH 42°36'51" EAST, 53.40 FEET TO THE BEGINNING OF A TANGENT 40.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°38'27", (THE CHORD OF WHICH BEARS SOUTH 20°17'37" EAST, 40.39 FEET) AN ARC DISTANCE OF 42.34 FEET; THENCE SOUTH 10°01'36" WEST, 24.44 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID DEED; THENCE ALONG SAID LINE SOUTH 42°01'25" WEST, 271.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING APPROXIMATELY 44,127 SQUARE FEET OR 1.01 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS DEED DOCUMENT 14042180 OF THE MULTNOMAH COUNTY DEED RECORDS.



SECTION 13 T1N, R1W, W.M.



SHEET NUMBER <b>1 of 1</b>	CONSERVATION EASEMENT <b>EXHIBIT "A"</b> PORTLAND DEVELOPMENT COMMISSION SILTRONIC CONSERVATION EASEMENT	DRAWING INFO	SHEET INFO	<b>WHPacific</b>
		036013	DRAWN SMG	
		036013-V-EX01	CHECKED SWD	
		1" = 300'	LAST EDIT 6/10/2010	
			PLOT DATE 6/9/2010	



## City/Siltronic Development Agreement – Valuation Rationale

May 4, 2010 Draft

This memo presents the work completed in fall 2009 by the Natural Resources Subgroup to determine the habitat value of the natural resources on the Siltronic site, and subsequent revisions completed in spring 2010. The assumptions of how much it would cost per acre to mitigate for impacts to natural resources have not changed. The geometry of the development site and conservation easement area has changed (see Table 1) and an exhibit outlining allowed uses within the easement has been added. These changes affect the natural resource potential and valuation within the easement.

This memo also presents relevant information from the real estate appraisal that provides a basis for understanding the value of the property to be conveyed to the City from Siltronic. With the changes made to the size and configuration of the easement between Fall 2009 and Spring 2010, there were also changes to the real estate valuation for the entire property, and for the easement.

In the final analysis, the rationale for this agreement rests not just on the valuation processes described in this memo, but on an overall sense between the parties that each will gain something of value to them. The conclusion of this memo summarizes why the parties have agreed that, when all factors are considered, this agreement represents an equal trade.

### Easement Habitat Valuation - Fall 2009

#### Mitigation Costs

- The City of Portland Grassland Habitat Services Calculator (HEP) was used to determine the existing habitat value of the development site, which is the area of impacts to natural resources and for which mitigation should occur. The total area of the development site was 36.74 acres. Using the calculator, the habitat value of the development site was determined to be **0.38**.
- Mitigation Cost Breakdown – the following calculations were used to determine how much Siltronic would have to spend to mitigate for the habitat value impacted on the development site. Assumptions are based on BES and River Plan estimates for similar mitigation/enhancement projects.

Site preparation, testing, seed application, & revegetation costs:	\$0.36/sq.ft.
Long-term management, monitoring, maintenance:	\$0.32/sq.ft.
Contingency @ 75%:	<u>\$0.27/sq.ft.</u>
<b>Total cost:</b>	<b>\$0.95/sq.ft. (\$41,382/acre)</b>

- It was assumed that for any given site in the City, habitat restoration done as mitigation would result in an average **0.34 HU/acre lift** in habitat value.
- To calculate the monetary value of 1 HU, the average habitat value lift 0.34 was multiplied by the cost per acre \$41,382.

HU lift per acre = 0.34 HU  
 Mitigation cost per acre = \$41,382  
 0.34 HU = \$41,382  
**1 HU = \$121,712**

- To determine Habitat Units (HU) the development site habitat value of 0.38 was multiplied by the development site acreage, 21.01 acres. Based on that assessment the development site = 7.98 HU. Assuming mitigation would occur at a 1:1 ratio, this is how many units must be accounted for through mitigation.

HU impacted by development = 7.98 HU  
 Mitigation cost of 1 HU = \$121, 712  
 7.98 HU x \$121,712 = \$971,262

**Total Siltronic Mitigation Obligation ~ A little less than \$1M**

**Reassessing the Easement Habitat Value – Spring 2010**

Changes to the Easement

The conservation easement became smaller and narrower in places (see Table 1) and there are new allowed disturbances within the easement areas outlined in detail in MOU Exhibit E.

Table 1: Acreage assumptions (Fall 2009 and Spring 2010)

	Total area		Vegetated area		Narrowest point	
	Fall 09	Spring 10	Fall 09	Spring 10	Fall 09	Spring 10
<b>Development Site</b>	36.74	38.13	21.01	22.06	N/A	N/A
<b>Easement Area</b>	8.24	6.89	6.69	5.64	~85 ft (~100 ft from stream)	~70 ft (~70 ft from stream)

The new allowed uses for the easement area include maintenance of monitoring wells and structures, storage of equipment during construction, location of utilities and development of a temporary road to support construction activities.

Revised Mitigation Costs

- Based on the revisions to the easement configuration and allowed uses, less mitigation can be achieved within the easement area; the mitigation costs need to be reassessed.
- **The base figures, including development site habitat value, cost to mitigate for impacts and the monetary value of a habitat unit, from fall 2009 remain the same. The easement acreages, configuration and allowed uses have changed.**
- To determine Habitat Units (HU) the development site habitat value of 0.38 was multiplied by the new development site acreage, 22.06. Based on that assessment the development site = 8.38 HU. Assuming mitigation would occur at a 1:1 ratio, this is how many units must be accounted for through mitigation.

HU impacted by development = 8.38 HU  
 Mitigation cost of 1 HU = \$121, 712  
 8.38 HU x \$121,712 = \$1,020,287

**Total Siltronic Mitigation Obligation ~ A little more than \$1M**

**Real Estate Valuation – Fall 2009**

- Siltronic and the City each completed real estate appraisals for the conservation easement area in December, 2009 that assumed the following: an easement area size of 360,241 square feet, approximately 150 feet wide at SE border and 100 feet wide at SW border; the purpose of the easement is to allow the City of Portland the right to access the easement to install and maintain

**EXHIBIT D**

vegetation and other improvements to protect and enhance its environmental and habitat features. Siltronic retains the right to calculate setbacks, buffers, lot coverage, open space and landscaping requirements and other development standards. At the time instructions were given to the appraisers there was no statement about what other activities Siltronic or the City would be allowed to do on the easement area, although one was under development during the fall. With no activities statement as an assumption, the City's appraisal valued the conservation easement area at approximately \$1.6 million.

**Revised Real Estate Valuation – Spring 2010**

- A revised City appraisal was completed in April, 2010 to assess the value of the easement with the reduced size and new allowed uses. The appraiser concluded that the easement has diminished value because its size is smaller and Siltronic retains more utility of the land due to the activities that will be allowed in the easement area (e.g. utilities, maintenance, construction) expressed in the new Exhibit E, which was finalized in February 2010. The revised appraisal discusses the diminished utility of the Phase 1 and Phase 2 easement areas and places an "indicated value" on them of \$943,312 and \$89,690 respectively, for a total indicated value for the easement of approximately \$1,030,000.
- The appraisal methodology required to be used in cases involving easements is referred to as the "Unitary Method". This means that the easement is not formally valued independently of the rest of the property. In this case when the appraiser combined the new indicated values for the easement with the indicated value for the remainder of the property, the new total value for the entire Siltronic property is estimated to be \$15,300,000. This is \$400,000 less than the value determined for the whole property in the Fall 2009 appraisal.

**Conclusions**

- Siltronic and the City continue to pursue redevelopment opportunities on the vacant portions of the site. There are concerns that the environmental overlay zones being applied to portions of the vacant lands would add city review, require mitigation, and reduce development certainty, resulting in the remaining developable area not being a competitive site to attract new investment. There are also concerns that the site would not be competitive if additional portions of the vacant land were reserved for natural resources in a conservation easement.
- This site is identified as a restoration site in the River Plan/North Reach and Siltronic and the City continue to look for opportunities to enhance natural resources in this location by restoring salmonid habitat in the Willamette River and maintaining wildlife connectivity between Forest Park and the Willamette River.
- The reduction in easement size and configuration and additional allowed uses in the easement area result in the following natural resource concerns:
  - **The new easement configuration does not meet the minimum widths for a functional wildlife corridor in some locations.** There is a minimum width required for a functional wildlife corridor depending on the wildlife species at a site. For large mammals, which are currently using Siltronic's site for connectivity between Forest Park and the Willamette River, that minimum width is 300 feet. There are other wildlife species at Siltronic's site that require different widths ranging from 100 ft (reptiles) and amphibians to 200 ft (bird species). Narrow locations, or pinch points, would result in some wildlife species, particularly large mammals, no longer using the corridor.
  - **The new easement configuration doesn't provide enough space to meet the minimum slope requirements to prevent bank failure or to create a functional riparian corridor.** A long-term restoration goal is to daylight Doane Creek, at least in part, which would require a minimum width on each side of the creek. Because the piped portion of the creek is next to a railroad berm that can't be moved, if the creek were to be day-lighted it would have to be centered further from the railroad to create stable banks and a functional riparian area. To

**EXHIBIT D**

achieve a functional riparian area, with a desired bank slope of 1:5 (rise to run), the corridor width would need to be 200ft (100 ft on either side of the creek), at the upstream end; on the downstream end the corridor width would need to be 230ft wide (110ft on each side of the creek). The minimum slope to prevent slumping is 1:3 (rise to run); however, at this slope the riparian corridor functions would be compromised. Based on a 1:3 slope, the corridor width at the upstream end would be 130ft wide (60ft on each side of the creek) and 142 ft at the downstream end (66 ft on each side).

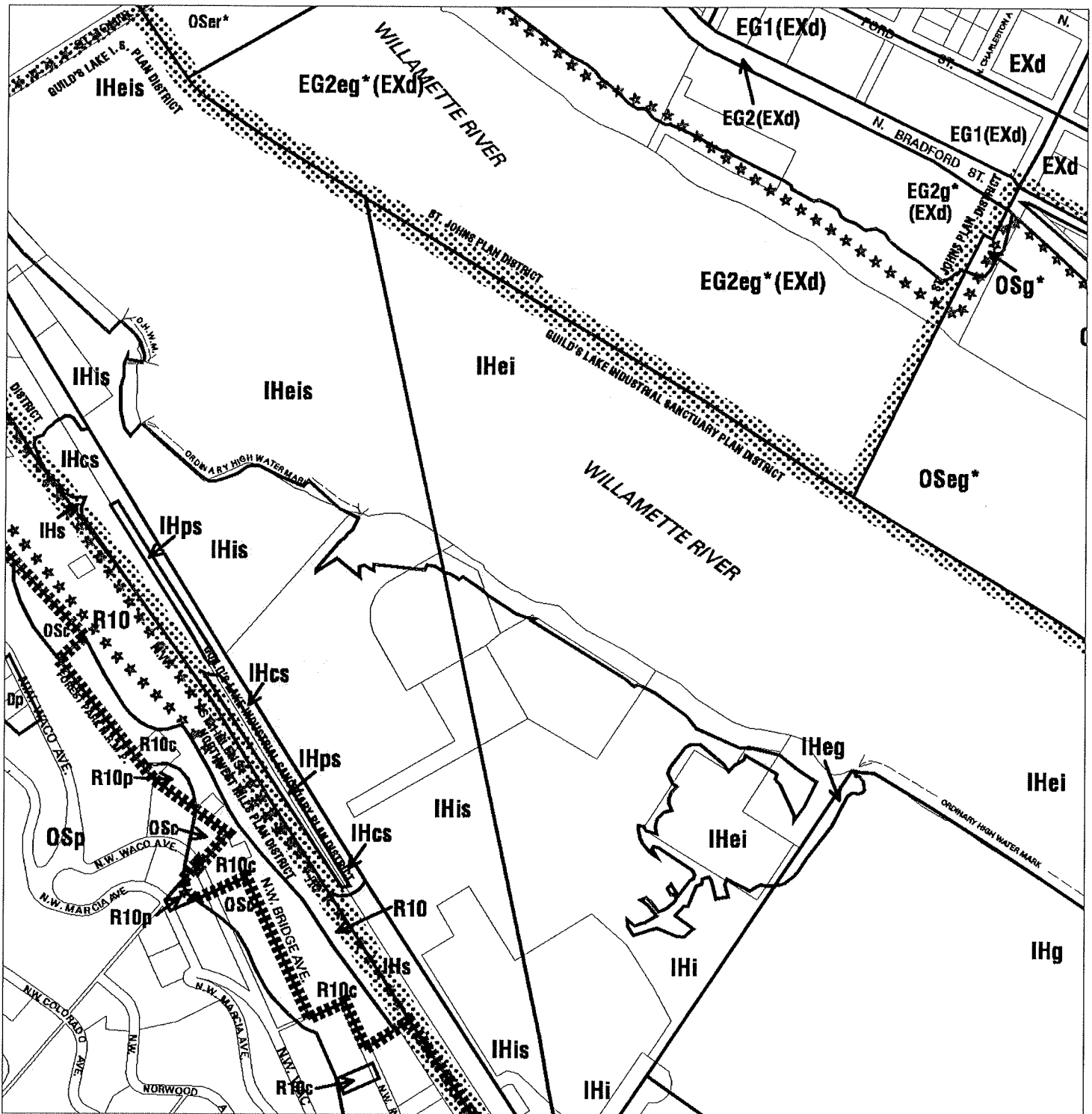
- **The new allowed uses (Exhibit E) create disturbance to natural resources and diminish function.** Ground disturbing activities remove vegetation, modify soil and topography, and create noise and vibration, all of which result in reduced natural resource functions within the easement area. One-time disturbance activities have a short term affect that can be mitigated by restoring the habitat. Long-term or repetitious activities may result in some wildlife species abandoning the corridor and could also reduce vegetation establishment.
- Despite these concerns, the City can perform mitigation within the easement area to achieve the following watershed health goals:
  - Enhance salmonid habitat by restoring the Willamette River bank and shallow water habitat around the Doane Creek outfall;
  - Maintain some wildlife habitat connectivity between Forest Park and the Willamette River. Although the corridor will not be wide enough support all wildlife species that currently utilize the site, small mammal, birds, amphibians and reptiles may be able to utilize the corridor; and
  - Daylight a portion of Doane Creek. The corridor will not be wide enough to daylight all of Doane Creek; however, there may be enough width to daylight the creek from the confluence with the Willamette back to the utility corridor, which would provide off-channel habitat.

**Although not a regular practice, City staff believes that the value of land conveyed or donated to the City as compensation for a mitigation burden could be acceptable under either of two conditions: 1. The donation contributes toward mitigation via the ability to sell the land and use the revenue for mitigation activities on another site, or 2. The protection and restoration of that land contributes adequately toward meeting watershed health goals for the area as determined by the City. The Siltronic site is identified as a priority restoration site within the River Plan / North Reach and meets the criterion of contributing toward watershed health goals for the area.**

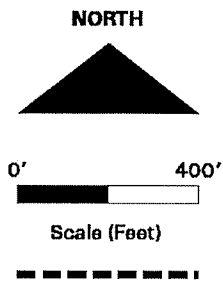
**The City and Siltronic believe that this is an equitable and worthwhile agreement. The City believes that accepting a land donation in lieu of mitigation is appropriate because the City will be able to perform restoration that contributes towards achieving watershed health goals for the Willamette River and the easement preserves the Doane Creek corridor in perpetuity. Siltronic receives more certainty about the ability to develop the vacant portions of their site and will be able to better compete for development opportunities. Furthermore, the monetary value of the conservation easement and Siltronic's mitigation obligation are generally equivalent.**

**The City and Siltronic believe this is a unique solution that helps Portland achieve its watershed health and economic development goals, illustrating how public and private partners can work together toward the mutually supportive goals of managing for natural resources and creating jobs in the North Reach.**

Exhibit E



**River Plan/North Reach Proposed Zoning**  
 Bureau of Planning - City of Portland, Oregon



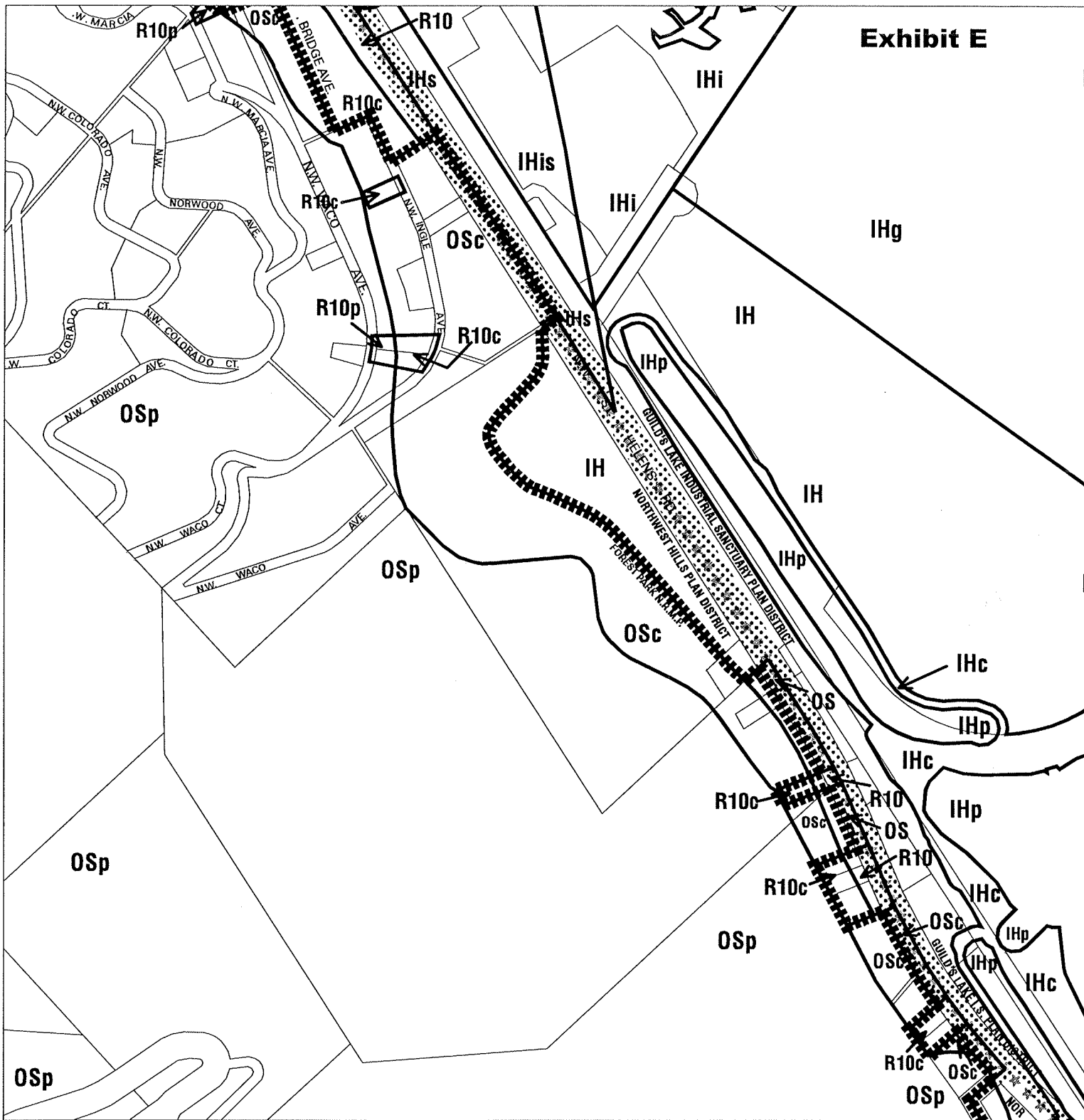
- i = River Industrial Zone
- g\* = River General Zone
- r\* = River Recreational Zone
- e = River Environmental Zone

- c = Environmental Conservation Overlay
- p = Environmental Protection Overlay
- \*\*\* Public Trail
- ←---→ Ordinary High Water Mark (O.H.W.M.) = area between arrows

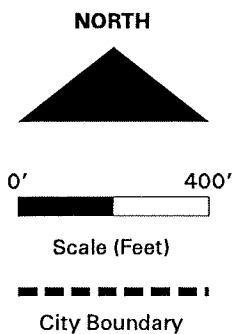
February, 2010

Map 1/4 Section 2221

Exhibit E



**River Plan/North Reach Proposed Zoning**  
 Bureau of Planning - City of Portland, Oregon

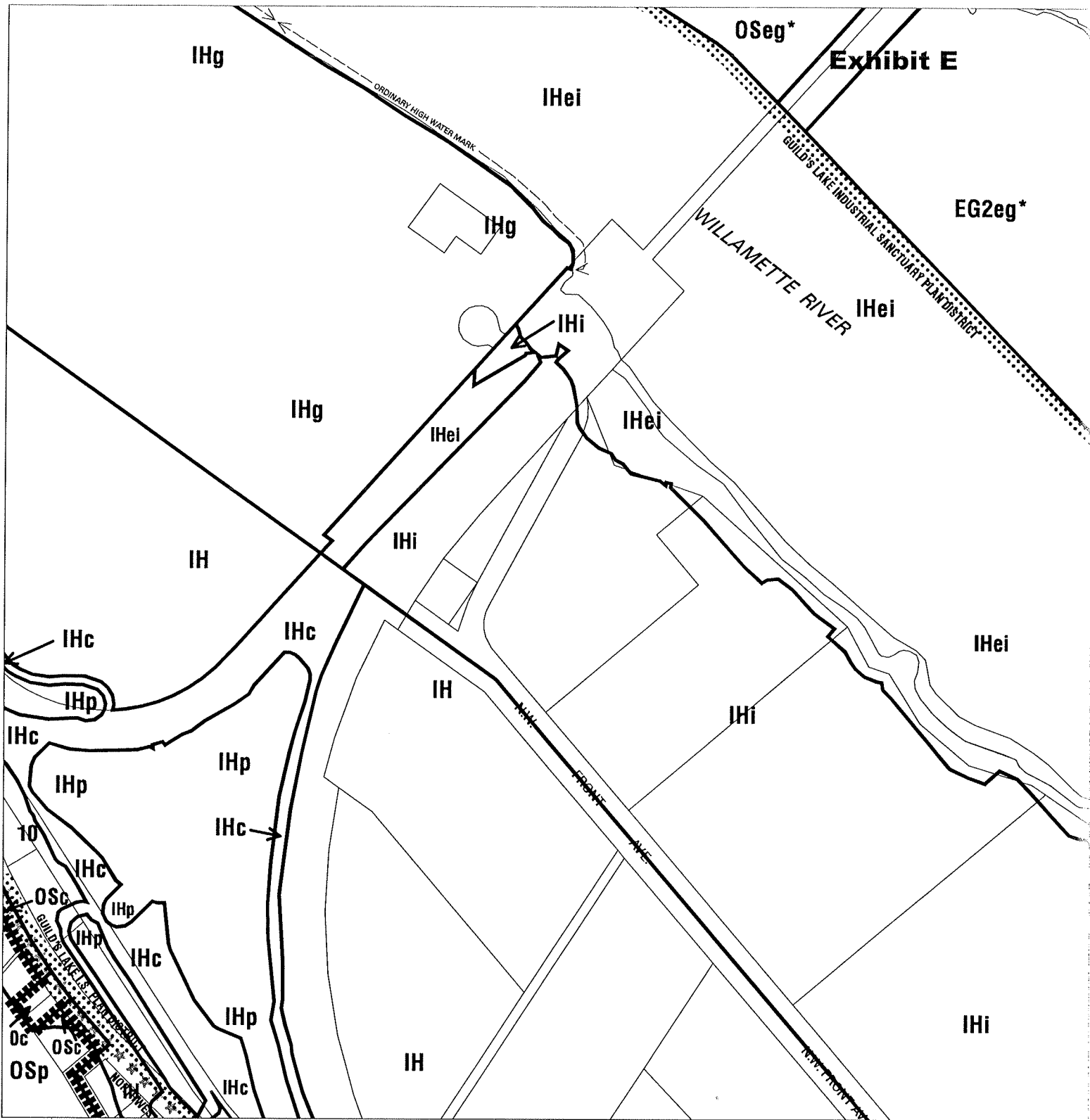


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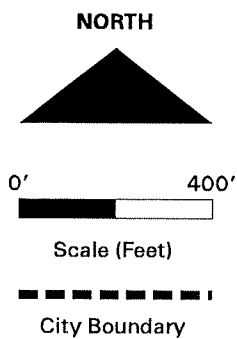
February, 2010

Map 1/4 Section 2321



## River Plan/North Reach Proposed Zoning

Bureau of Planning - City of Portland, Oregon



- i = River Industrial Zone
- g\* = River General Zone
- r\* = River Recreational Zone
- e = River Environmental Zone

- c = Environmental Conservation Overlay
- p = Environmental Protection Overlay
- \*\*\* Public Trail
- ←---→ Ordinary High Water Mark (O.H.W.M.) = area between arrows

February, 2010

Map 1/4 Section 2322