

EXHIBIT A

CONSTRUCTION AND MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into by and between the CITY OF PORTLAND, a municipal corporation within the State of Oregon, acting by and through its designated officials, hereinafter referred to as "CITY," and CORNERSTONE-COLUMBIA DEVELOPMENT COMPANY, an Oregon General Partnership hereinafter referred to as "CORNERSTONE."

Recitals:

1. On May 23, 1984, the Portland Development Commission entered into a redevelopment agreement with Cornerstone for the South Downtown Waterfront Urban Renewal Project.
2. The redevelopment agreement provides for public improvements in conjunction with private development in the project area.
3. City owns and controls Harbor Way and the median area between Harbor Way and Harbor Drive.
4. Cornerstone proposes to improve SW Harbor Way by constructing new pavement, curbs, sidewalks, street lights and landscaping.
5. The parties desire to enter into an agreement to provide for the construction and maintenance of the said street improvements on Sw Harbor Way, from Montgomery Street north 760 feet to a cul-de-sac.

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

CORNERSTONE OBLIGATIONS

1. Cornerstone shall construct permanent street improvements on SW Harbor Way according to plans approved by the City Engineer, Job #6801, between Engineer Station 2+38 and 7+60.
2. Cornerstone shall provide street maintenance to the permanent street improvements for a period of 2 years after the date of the certificate of completion. This obligation serves as a warranty against defects in materials and workmanship on the new street.
3. Cornerstone shall construct temporary street improvements on SW Harbor Way according to plans approved by the City Engineer, Job #6801, between Engineer Station 0+24 and 2+38.
4. Cornerstone shall maintain the temporary street improvements to the satisfaction of the City Engineer until the street area is reconstructed.

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5. Cornerstone shall remove the temporary street improvements between Station 0+24 and 2+38 and construct permanent street improvements by January 1, 1989. This is to be done under a separate street improvement permit issued by the City Engineer.
6. Cornerstone shall construct and agree to maintain permanently, at its own expense, the street area landscaping and irrigation facilities which were part of the street area improvements.
7. Cornerstone shall construct and agree to maintain permanently, at its own expense, all sidewalks constructed adjacent to the SW Harbor Way which were constructed as part of Job #6801.
8. Cornerstone shall construct and agree to maintain permanently the landscaping, walk, crosswalk, planter wall, planter seat wall, and all electrical and irrigation systems relating to the landscaped circle in cul-de-sac in the vicinity of Engineering Section 7+00, Job #6801.

CITY OBLIGATIONS

1. City shall assume maintenance responsibility for the permanent street improvements at the end of the 2-year warranty period.
2. City shall provide routine street sweeping service to Harbor Way upon completion of construction. Service frequency will be determined by the Bureau of Maintenance.
3. City shall maintain the ornamental street lights constructed as part of the street area improvement project.

GENERAL

1. Amendment: This agreement may be amended only by written document executed by both of the parties to this agreement.
2. Severability: Each part of this agreement shall be deemed independent and severable and the partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of the agreement.
3. Binding Agreement: This agreement shall be binding upon the successors and assigns of the parties to this agreement.

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written. City has acted in the manner pursuant to Ordinance No. _____, adopted by its City Council on the _____ day of _____, 1986.

CITY OF PORTLAND, by
and through its
designated City Officials

CORNERSTONE COLUMBIA DEVELOPMENT
Company, an Oregon General
Partnership

BY: _____
Commissioner of Public Utilities

BY: _____
Auditor

BY: Harriet Sharburne
Title
Vice President - Development

State of OREGON)
) ss.
County of)

Personally appeared before me Harriet Sharburne, who, being duly sworn did say that he/she is the V.P., Development of Cornerstone-Columbia Development Company and that the foregoing instrument was signed on behalf of said company by authority the general partnership; and acknowledged said instrument to be its voluntary act and deed.

Lynda M. Benty
Notary Public for OREGON
My Commission Expires: 1/28/90

APPROVED AS TO FORM:

Jefferey L. Rogers
City Attorney

BY: _____

5/22/86 JM

ORDINANCE No. 158746

An Ordinance authorizing the City to enter into an Agreement with the Cornerstone-Columbia Development Company for the construction and maintenance of SW Harbor Way, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Portland Development Commission is redeveloping the area known as the South Downtown Waterfront. This urban renewal project includes public improvements in conjunction with private development.
2. Cornerstone-Columbia Development company has been selected by PDC to construct the Alexis Hotel and the River Place Condominiums.
3. SW Harbor Way serves as the primary access to the hotel and part of the condominium area.
4. Cornerstone proposed to improve SW Harbor Way by constructing new pavement, curbs, sidewalks, street lights and landscaping.
5. The Bureau of Transportation Engineering has prepared a City/Cornerstone Agreement defining each party's obligations regarding the street area improvements.
6. Cornerstone, acting by and through the Vice President of Development, has executed the Agreement.

NOW, THEREFORE, the Council directs:

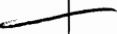




- a. The Commissioner of Public Utilities and the Auditor are hereby authorized to execute on behalf of the City, an Agreement attached as Exhibit A, and by this reference made a part hereof.

Section 2: The Council declares that an emergency exists because of the need to complete project construction; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUL 10 1986**

Commissioner Margaret Strachan
Jerry Markesino:mwp
June 16, 1986

Jewel Lansing
Auditor of the City of Portland
By *Doris E. Oleson*
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BOGLE		
LINDBERG		
SCHWAB		
STRACHAN		
CLARK		

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No. **1389**


ORDINANCE No. **158746**

Title

An Ordinance authorizing the City to enter into an Agreement with the Cornerstone-Columbia Development Company for the construction and maintenance of SW Harbor Way, and declaring an emergency.

Filed **JUN 26 1986**

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By 
Deputy

INTRODUCED BY

Commissioner Margaret Strachan

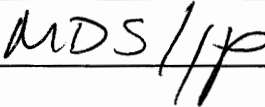
NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities



Works


BUREAU APPROVAL

Bureau:
Transportation Engineering


Prepared By: Date:
Jerry Markesino:mwp 6-18-86

Budget Impact Review:

☐ Completed ☒ Not required

Bureau Head:
Richard O. Schmidt, Chief 

CALENDAR

Consent 

Regular

NOTED BY

City Attorney

City Auditor

City Engineer Approved:
Richard O. Schmidt, P.E.

By:

