

AFTER RECORDING, RETURN TO:

Linda Meng, City Attorney
City of Portland
430 City Hall
1221 SW Fourth Avenue
Portland, OR 97204

(Space Above This Line For Recorder's Use Only)

**AMENDED AND RESTATED EASEMENT AGREEMENT
AND
RIGHT OF FIRST REFUSAL**

This Amended and Restated Easement Agreement and Right of First Refusal ("Agreement") is entered into by and between MULTNOMAH ATHLETIC CLUB, an Oregon non-profit corporation (the "MAC") and THE CITY OF PORTLAND, a municipal corporation (the "City"). The MAC and the City are sometimes referred to herein jointly as the "Parties", and individually as a "Party".

FACTUAL BACKGROUND

A. Pursuant to a Deed dated December 28, 1966 and recorded March 6, 1967 in Book 550 at Page 1008 of the Official Records of Multnomah County, Oregon (the "Deed"), the MAC transferred certain real property now known as PGE Park (the "Stadium") to the City as more particularly described in Exhibit A attached hereto (the "Stadium Property"). The Deed also conveyed to the City certain easements (collectively, the "Deed Easements") for the benefit of the Stadium Property over a portion of MAC's adjoining property (the "MAC Property") as more particularly described in the Deed. The MAC Property is more particularly described in Exhibit B attached hereto. The Deed Easements have been subsequently modified or clarified as a result of the following documents, which, if recorded, are recorded in the Official Records of Multnomah County, Oregon ("Official Records"):

1. Permanent Easement dated January 21, 1981 and recorded February 17, 1981 in Book 1503 at Page 1453;
2. An unrecorded Agreement to Modify Easements dated December 30, 1981;
3. An unrecorded Agreement to Modify Easements executed by the MAC on August 30, 1982;
4. Agreement for Light Pole Easement dated October 3, 1997 and recorded December 22, 1997 as Fee No. 97196730; and

5. Agreement to Clarify and Modify Easements dated July 24, 2000 and recorded July 31, 2000 as Fee No. 2000-104881.

The foregoing documents along with the Deed Easements are hereinafter referred to as the "Prior Easement Agreements".

B. The Deed conveying the Stadium Property is subject to a reservation in favor of the MAC of a right of first refusal to purchase all or a portion of the Stadium Property ("Right of First Refusal").

C. The City plans to finance, develop and construct renovations to PGE Park to convert PGE Park to a soccer stadium, consistent with the requirements of Major League Soccer, which will be operated by Peregrine Sports, LLC ("Peregrine" or sometimes herein "Operator", including its successors and assigns).

D. To accommodate the renovations to PGE Park, the MAC and the City agree that the Prior Easement Agreements need to be amended and restated. The MAC and the City further agree to amend and restate the Right of First Refusal.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises that are set forth in this Agreement, the City and the MAC agree as follows:

1. Amendment and Restatement. This Agreement amends, restates and supersedes the Prior Easement Agreements and the Right of First Refusal on the terms and conditions set forth in this Agreement.
2. Description of Easement Area. The Parties agree that the portion of the MAC Property which is subject to the easements described in this Agreement is the real property more particularly described in Exhibit C attached hereto and as shown on the ALTA Survey referenced in Exhibit C (the "Easement Area").
3. Grant of Easements. The MAC hereby grants to the City the following exclusive easements described in Sections 3.1, 3.2, 3.3 and 3.4 in, on, under, over and across designated portions of the Easement Area ("Easements"), subject to the conditions of Sections 3.5, 3.6 and 3.7 and the other terms and conditions of this Agreement:
 - 3.1. Access Road. An easement for ingress, egress and access to the Stadium Property through the access road (the "Access Road") as shown on the plans more particularly described in Exhibit D attached hereto (the "Access Road Plans"), for purposes relating to the maintenance, use and operation of the athletic facilities and appurtenances located on the Stadium Property. The MAC, the City and the Operator each acknowledge receipt of a copy of the Access Road Plans. If the City, or the Operator or either of their respective agents, contractors or permittees in using the Access Road should damage the MAC Building, any of the utilities or other improvements servicing or related to the MAC Building, the City shall be responsible for the cost to repair such damage. As set forth on the Access Road Plans, the City, through the Operator, intends to modify the Access Road, which shall be done in accordance with the City's separate agreements

with the Operator. The Operator has provided construction drawings for the Access Road to the MAC, and by execution of this Agreement, the MAC, subject to the terms and conditions of this Agreement, approves the construction drawings for the Access Road. Subject to Section 4 of this Agreement, the MAC hereby reserves the right to use the Access Road for the maintenance, use and operation of the MAC's existing building and related facilities (collectively "MAC Building") and such other buildings and related facilities of the MAC which may hereafter be located on the MAC Property. The City, at its own expense, shall maintain the Access Road in a reasonable state of repair and operating condition; provided however, that if the MAC or any permittee of the MAC (other than the City, the Operator or their respective permittees) shall damage the Access Road or any part thereof, the MAC shall be responsible for the cost to repair any such damage. In the event either Party undertakes to relocate, expand, replace or repair the Access Road, the other Party acknowledges that for a reasonable period of construction, the right of access to the Stadium Property or the MAC Property may be temporarily suspended. In connection with the joint use of the Access Road, the MAC and the City shall cooperate to maintain security and to prevent undue obstruction of the use of the Access Road by either Party.

- 3.2. Existing Improvements. An easement for maintenance, repair, and replacement of all improvements existing as of the date of this Agreement in the Easement Area, including any improvements that may be improved, added or modified as a consequence of the construction of the New Improvements, as defined below (collectively the "Existing Improvements"). The MAC further grants to the City the right to temporarily occupy that unimproved portion of the Easement Area that is immediately adjacent to the south wall of the west grandstand of the Stadium for the purpose of maintenance, repair, replacement, supplement, reinforcement or correction of said grandstand. Such area is cross-hatched on a copy of the ALTA Survey referenced in Exhibit C.
- 3.3. New Improvements. An easement for construction, repair, maintenance and replacement of the improvements to the Stadium to be installed or constructed by the City or through its agreements with the Operator in the Easement Area (the "New Improvements") shown on the plans more particularly described in Exhibit E attached hereto (the "New Improvement Plans"). The MAC, the City and the Operator each acknowledge receipt of a copy of the New Improvement Plans. Other than the improvements to the modifications to the Access Road, the New Improvements shall not be constructed any closer to the northerly face of the existing MAC Building than as shown on the New Improvement Plans ("Construction Easement Line"). Any material change in the location of the New Improvements and, therefore, the Construction Easement Line closer to the northerly face of the existing MAC Building will require the prior written consent of the MAC which will not be unreasonably withheld, conditioned or delayed, so long as moving the Construction Easement Line closer to the northerly face of the MAC Building will not interfere with the ability of the MAC to construct the Option B Expansion and the Option B Expansion Support System as provided in Section 5. As used in this Section 3.3 and Section 3.5, "material" or "in any material respect" means with respect to any change to the New Improvements, including their location, such change cannot interfere with the ability to construct, increase the difficulty to construct

or to increase the cost to the MAC to construct the Option B Expansion and the Option B Expansion Support System.

- 3.4. Future Improvements. An easement for construction, repair, maintenance and replacement of any future improvements or modifications to the New Improvements intended to be installed or constructed by the City or the Operator in the Easement Area ("Future Improvements"), if approved by the MAC pursuant to the provisions of Section 3.5. The construction, repair, maintenance and replacement of New Improvements and any Future Improvements and the operation of the Stadium shall be done in a manner that will not interfere with the proper functioning of air intakes located on the northerly face of the existing MAC Building, and will not require the northerly face of the existing MAC Building and its wall openings to be limited in size, covered, or require an increase in its fire rating.
- 3.5. Approval of New and Future Improvements. By execution of this Agreement, the MAC, subject to the terms and conditions of this Agreement, approves the New Improvements, as shown on the New Improvement Plans described in Exhibit F. In the event that the City, whether through the Operator or otherwise, should modify the New Improvement Plans including the location of the New Improvements (except for modifications that are consistent with the increasing detail of the New Improvement Plans leading to construction drawings for the New Improvements but such modifications cannot increase the height, length, width, depth, or bulk of the New Improvements in any material respect or increase the closeness of the New Improvements to the northerly face of the existing MAC Building in any material respect), any such modification shall be subject to the MAC's prior written approval using the procedures set forth in this Section 3.5. If, after the New Improvements have been constructed, the City or the Operator should seek to install or construct Future Improvements, the City or the Operator shall initially provide to the MAC 100% complete schematic design drawings ("SD Drawings") for the MAC's approval, which approval will not be unreasonably withheld, conditioned or delayed. If the MAC does not approve or disapprove the request for approval in writing within ten (10) business days after receipt of the SD Drawings, the SD Drawings will be deemed approved. When available to the City or the Operator, the City or the Operator shall provide to the MAC 50% complete design development drawings ("DD Drawings") along with a concise narrative of the purpose of any proposed Future Improvements for the MAC's approval, which approval will not be unreasonably withheld, conditioned or delayed. MAC's approval of the SD Drawings and DD Drawings for the Future Improvements may be conditioned on such Drawings not causing a conflict with the Option B Expansion as described in Section 5 of this Agreement or interfering with the MAC sightlines as set forth in Section 7, without the MAC's prior written approval. If the MAC does not approve or disapprove the request for approval in writing within ten (10) business days after receipt of the DD Drawings, the DD Drawings will be deemed approved. Prior to commencement of installation or construction of the New Improvements or the Future Improvements or securing of a building permit therefore, the City, or the Operator, shall provide construction drawings ("Construction Drawings") that are sufficient for the securing of any applicable building permit, for the MAC's prior written approval, which approval will be limited to whether the Construction Drawings are consistent with the DD Drawings. If the MAC does not

approve or disapprove the request for the approval of the Construction Drawings in writing within ten (10) business days after receipt of the Construction Drawings, the Construction Drawings will be deemed approved. Any disapproval given by the MAC under this Section 3.5 shall include specific reasons for such disapproval. The MAC's approval of any of the New Improvement Plans, SD Drawings, DD Drawings, or Construction Drawings shall not relieve the City or the Operator from complying with the other terms and conditions of this Agreement.

- 3.6. Use of the Easement Area. The City may use and occupy the Existing Improvements, the New Improvements and the Future Improvements for the operation of the Stadium and for uses related to the operation of the Stadium, including office, sports rehabilitation, and medical facilities and for no other purpose without the prior written consent of the MAC, which may be withheld in the MAC's sole discretion. The MAC hereby consents to the use by the Operator of the Easements and the Easement Area granted to the City in this Section 3.
- 3.7. Construction of New and Future Improvements. The City and the Operator acknowledge that the MAC's ballroom is located on the north side of the MAC Building and that the ballroom will likely be impacted by the noise of the construction of the New Improvements and any Future Improvements. At least thirty (30) days prior to commencement of construction of the New Improvements or any Future Improvements, the City, or the Operator, shall provide to the MAC a schedule and description of the construction activities to be undertaken (the "Construction Information"). Within ten (10) days after receipt of the Construction Information, representatives from the MAC and the City and/or the Operator, shall meet for the purpose of discussing, establishing and implementing reasonable procedures for the construction activities that will minimize noise and vibration to the MAC's Building and in particular to the MAC's ballroom that may be caused by the construction activities.
4. Reserved Rights of Use in Favor of the MAC. The MAC hereby reserves the right to use the Access Road for the maintenance, use and operation of the MAC Building and such other buildings and facilities which may hereafter be located on the MAC Property, subject to this Section 4. Additionally, the MAC reserves the right to construct, repair, maintain and replace under the Access Road or anywhere else in the Easement Area utility lines that presently service or may in the future service the MAC Building and as the same may be expanded from time to time including but not limited to a sewer ejection line and electrical lines which presently provide service to the MAC Building. The MAC, at its cost and expense, will repair any damage to the Access Road, the Easement Area and the Improvements permitted by this Agreement caused by the exercise of the MAC's reserved rights. The MAC further reserves the right to use those portions of the Easement Area as the MAC shall deem necessary for the placement of structural supports or other improvements to the MAC Building. The City hereby agrees to the reserved rights in favor of the MAC. Subject to the provisions of Sections 5 and 7, the MAC agrees that its reserved rights will be exercised in a manner that will not interfere with the Existing Improvements, the New Improvements, the Future Improvements (which have been approved by the MAC) and the City's use of the Easement Area allowed by this Agreement.

5. Expansion of MAC Building.

5.1. Option B Expansion. The MAC Building contains approximately 290,633 square feet of floor area. The MAC has previously undertaken conceptual designs for the expansion of the MAC Building that would add approximately 65,000 square feet of floor area along and forty-five (45) feet out from the northerly face of the MAC Building and with an east-west dimension of approximately 337 feet commencing approximately 100 feet easterly of the westerly MAC property line which is adjacent to SW 20th Avenue (the "Option B Expansion"). The Option B Expansion is designed to be constructed over a substantial portion of the length of the Access Road which would require footings to be placed just north of the Access Road as the Access Road will be located upon completion of the construction of the New Improvements. The general locations of the Option B Expansion and the footings for the Option B Expansion are shown on the plans more particularly described in Exhibit F attached hereto (the "Option B Expansion Plans"). To the extent that the freestanding concrete pads at the southerly end of the Stadium may interfere with the construction of the footings and structural supports for the Option B Expansion (collectively the "Option B Structural Support System"), the MAC shall have the right, at its cost and expense, to cut into and modify the concrete pads, as reasonably necessary, in order to construct the Option B Structural Support System. Any such modification to the concrete pads will be done in a manner that will not unreasonably interfere with the use and operations of the Stadium or the City's easement for ingress and egress and access to the Stadium Property through the Access Road. Upon completion of the Option B Structural Support System, the MAC, at its cost and expense, shall repair the concrete pads and any damage to the Stadium Property and the improvements thereon caused by the MAC's activities to substantially the same condition as they existed prior to the construction of the Option B Structural Support System. The Parties acknowledge that the New Improvement Plans generally provide adequate space for the Option B Structural Support System, provided that the MAC acknowledges that there is an area at the east end of the Option B Expansion as it meets with the physical therapy facility as shown on the New Improvement Plans where there may not be adequate space for the Option B Structural Support System (the "Conflict Area"). The City and the Operator agree to work cooperatively with the MAC in adapting the New Improvement Plans and the Option B Structural Support System in the Conflict Area to accommodate the construction of the Option B Expansion. Without the prior written consent of the MAC, which consent may be withheld in the MAC's sole discretion, the New Improvement Plans will not be modified to cause any further interference with the Option B Expansion and the Option B Structural Support System. If the MAC undertakes the Option B Expansion, the MAC shall construct the Option B Structural Support System as shown in the Option B Expansion Plans as such plans may be modified to accommodate construction in the Conflict Area.

5.2. Additional Expansion. The MAC hereby reserves the right to undertake additional expansion of the MAC Building that would add approximately 30,000 square feet or floor area along the northerly face of the MAC Building that would commence immediately east of the easterly end of the proposed Option B Expansion and run easterly to the end of the existing MAC Building which is adjacent to S.W. 18th Avenue (the "Additional Expansion"). The Additional Expansion would be constructed over the

Access Road and its footings would be placed just north of the Access Road subject to the conditions in the following sentence. The MAC's reserved right to construct the Additional Expansion is subject to the conditions that the Additional Expansion would not interfere with the construction and use of the New Improvements or any Future Improvements (which have been approved by the MAC) and would not interfere with the City's easement for ingress, egress and access to the Stadium Property through the Access Road.

- 5.3. Approval by the City. Prior to commencing construction of the Option B Structural Support System or the other improvements comprising the Option B Expansion or the Additional Expansion, the MAC shall obtain the prior written approval of the City for the Option B Structural Support System and the Additional Expansion in the same manner as provided for in Section 3.4 for the approval of New Improvements and Future Improvements. The MAC, as part of the approval of the Option B Structural Support System and the Additional Expansion, shall provide plans that demonstrate the impacts on the structure of the Stadium and the Access Road, if any.
6. Right to Relocate Stadium Scoreboard and Field Lights. The location of the scoreboard to be constructed as part of the New Improvements and the existing field lights are shown on the New Improvement Plans (the "Stadium Scoreboard" and "Field Lights" respectively). Should the MAC obtain the necessary governmental approvals and elect to construct all or a portion of Option B Expansion, the MAC shall have the right under this Agreement to relocate the Stadium Scoreboard and the Field Lights at the MAC's sole cost and expense. The MAC shall provide the City and the Operator with plans showing the proposed place and schedule for relocating the Stadium Scoreboard and the Field Lights, and how all necessary structural supports and utilities for the Stadium Scoreboard and the Field Lights will be provided, for the City's approval, which approval will be given or withheld in the same manner as provided for in Section 3.4 for the approval or disapproval for New Improvements or Future Improvements.
7. Preservation of MAC Sightlines. The City and the MAC acknowledge and agree that the New Improvements, if constructed as described in New Improvement Plans, will not alter the existing sightlines from the MAC facilities to the playing field of the Stadium and will leave sightlines that are extremely important to the MAC and the future development of the MAC facilities. The City agrees that the preservation of these existing sightlines is an element of the consideration for the MAC entering into this Agreement. Accordingly, the City and the MAC agree that the MAC may, reasonably and in good faith, withhold its approval of any Future Improvements which the MAC determines in the exercise of its reasonable discretion, will interfere with sightlines from Level B or above of the MAC Building, which Level B is approximately 37.7 feet above the field level as shown on New Improvement Plans.
8. The MAC's Right to Use the Stadium. The MAC shall have the right to use the Stadium for its activities subject to the availability of the Stadium, all rules and regulations applicable to the Stadium, whether promulgated by the City or the Operator, which rules and regulations shall be enforced by the City or the Operator on a consistent and non-discriminatory basis. Whenever the MAC uses the Stadium, the MAC shall pay the then established rates charged to comparable parties for comparable usage.

9. Insurance and Indemnity.

9.1. City's Indemnification. The City, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, and each lessee or other user of the Stadium under authority of the City, agree to indemnify and hold harmless the MAC from any and all claims, harm, damage, injury and loss of whatever kind or nature arising from the use of the Easement Area pursuant to this Agreement. This duty of indemnification shall include, but not be limited to, the provision of a defense of the MAC with regard to any such claim by counsel of the MAC's choice in the exercise of its discretion. In addition to the foregoing, the City shall provide, or require that the Operator of the Stadium under the authority of the City provide General Commercial Liability insurance with policy limits no less than the amount required in the Operating Agreement between the City and the Operator, naming the MAC as an additional insured. Written notice of the termination or amendment of such insurance policy shall be provided to the MAC no more than thirty (30) days after such change. In the event the City, or the Operator of the Stadium shall fail to provide such insurance at any time, the MAC may obtain such insurance as it deems necessary in its exclusive discretion, and the City shall be obligated to pay to the MAC the cost of the premium(s) therefor upon demand.

9.2. MAC's Indemnification. The MAC agrees to indemnify and hold harmless the City and the Operator from any and all claims, harm, damage, injury and loss of whatever kind or nature arising from the use of the Easement Area pursuant to Sections 5, 6 and 8, above. This duty of indemnification shall include, but not be limited to, the provision of a defense of the City or Operator with regard to any such claim by counsel of the City's choice in the exercise of its exclusive discretion.

10. Term of Effectiveness of Agreement. This Agreement shall be effective upon its execution, and shall remain in effect so long as the Existing Improvements and the New Improvements and any Future Improvements approved by the MAC pursuant to Section 3.4 (collectively, the "Improvements") are maintained in good condition and repair. If the MAC determines that the Improvements are not being maintained in good condition and repair, it shall notify the City. The City shall have ninety (90) days after receipt of said notice to bring the Improvements into good condition and repair, unless the nature of the repair reasonably requires more than ninety (90) days to complete, in which event the City shall have such time as is required to diligently pursue the repair to completion. If the City fails to do so, the MAC may terminate the Easements granted to the City under this Agreement without affecting the effectiveness of the MAC's Right of First Refusal under this Agreement.

11. Restated Right of First Refusal. As consideration for the grant of the Easements described in this Agreement, the City shall not sell, or otherwise dispose of the Stadium Property or any part thereof without first having offered to sell the same to the MAC (the "Right of First Refusal"). The offer shall have attached to it a statement of intention to sell or otherwise dispose of, as the case may be, the name and address of the prospective purchaser or recipient of any other disposition, a description of the property to be sold and the terms including price of such sale or other disposition (collectively the "Offer Notice"). The price must be for all cash and no other consideration and the MAC is not required to comply with any terms and conditions which are unique to or may only be satisfied by the prospective purchaser or

recipient identified in the Offer Notice. Within ninety (90) days after receipt of the Offer Notice, the MAC may by written notice to the City, elect to purchase the offered property upon the terms contained in the Offer Notice (the "Election Notice"). The Election Notice shall specify a date for the closing of the purchase, which date shall not be more than one hundred eighty (180) days after the date the City receives the Election Notice. If the Offer Notice is not accepted by the MAC, the City may make a bona fide sale or other disposition to the prospective purchaser or recipient of any other disposition named in the statement attached to the Offer Notice, but only in accordance with the terms stated in the Offer Notice. However, if the City shall fail to make such sale or other disposition within one hundred eighty (180) days following giving of the Offer Notice, then the Right of First Refusal contained in this Section 11 will continue to be effective.

12. Representations. The MAC hereby represents and warrants to the City that it has the authority to grant the Easements described herein and that there are no liens or encumbrances affecting the Easement Area except those of record on the date of the recording of this Agreement or those created by the City.
13. Default and Remedies. The failure of a Party to perform an obligation imposed on that Party under this Agreement shall constitute a default unless the default has been cured as hereinafter provided after receipt of written notice of the alleged failure to perform from the non-defaulting Party. The cure periods shall be as follows: (a) ten (10) days in the cure of a failure to give an approval or other decision or execute a document; (b) thirty (30) days in the cure of all other defaults (other than as provided in (c) below) provided that if the default cannot be reasonably cured within such thirty (30) day period, the Party undertaking the cure commences to cure such default as early as reasonably possible within such thirty (30) day period and diligently prosecutes such cure to completion; and (c) ninety (90) days as provided for in Section 10 for failure to maintain the improvements. The Parties hereto shall have the rights available to them at law or in equity arising out of a breach or default by the other Party under this Agreement, including the right to seek recovery for damages from the date of breach or default and for the right of specific performance.
14. General Provisions.
 - 14.1. Captions. Captions used in this Agreement are used solely for convenience and shall not be used to interpret the terms or provisions of this Agreement.
 - 14.2. Amendments. Any amendment to this Agreement must be in writing and signed by both the City and the MAC.
 - 14.3. Complete Agreement. This Agreement constitutes the complete and final agreement of the Parties with respect to matters covered by this Agreement.
 - 14.4. Attorneys Fees. In the event either Party institutes litigation to enforce or interpret this Agreement, then the prevailing or non-defaulting Party shall recover from the other Party, and the other Party shall pay, the prevailing or non-defaulting Party's reasonable attorneys fees, paralegal fees, expert witness fees, costs and expenses as determined by the judge at trial or on any appeal or petition therefrom.

- 14.5. Binding Effect. This Agreement shall be binding upon the Parties and their respective successors in interest, including lessees and authorized users of the Stadium Property. This Agreement shall also be binding upon the MAC and any party to whom the MAC transfers the MAC Property and any party to whom the City transfers ownership of the Stadium Property.
- 14.6. Notices. Any notice to be given by a Party under the terms of this Agreement must be in writing. Notices may be given by hand delivery, by FedEx or other reputable overnight courier service, by registered or certified mail (return receipt requested), or by facsimile where a fax number is given below with a hard copy sent on the same business day by any of the foregoing means. The sending party shall prepay all applicable delivery and postage charges. Any notice shall be deemed given on the earlier of actual delivery or refusal of a party to accept delivery thereof; provided that with respect to notices sent by facsimile transmission, the notice shall be deemed delivered on the date transmitted if sent by 5:00 p.m. Pacific Time and the next business day if sent after 5:00 p.m. Pacific Time, provided in either case that there is evidence of the transmission time printed by the sending machine and the requisite hard copy is sent as provided above. Any party may change its address for notice by written notice given to the other in the manner provided in this Section 12.6. Notices may be given by counsel for any party hereto.-All notices to the City shall be sent to:

The City of Portland
 Office of Management and Finance
 1120 S.W. Fifth Avenue, Room 1250
 Portland, OR 97204
 Attention: Chief Administrative Officer

With copies to:

Office of the City Attorney
 City of Portland, Oregon
 1221 S.W. Fourth Avenue, 4th Floor
 Portland, Oregon 97204
 Attn: City Attorney
 Fax No.: 503-823-3089
 Confirmation No.: 503-823-4047

and to:

Ball Janik LLP
 101 SW Main Street, Suite 1100
 Portland, OR 97204
 Attn: Steve Janik/Dina Alexander
 Fax No.: 503-295-1058
 Confirmation No.: 503-228-2525

All notices to the MAC shall be sent to:

Multnomah Athletic Club
1849 S.W. Salmon Street
Portland, OR 97201
Attn: General Manager
Fax No.: 503-223-8497
Confirmation No.: 503-517-2318

and to:

Roberts Kaplan LLP
601 SW 2nd Avenue, Suite 1800
Portland, OR 97204
Attn: Mike Silvey
Fax No.: 503-221-1510
Confirmation No.: 503-221-0607

- 14.7. Regulatory Approvals. Notwithstanding anything to the contrary set forth in this Agreement, the Option B Expansion and the relocation of the Stadium Scoreboard shall be subject to any and all applicable regulatory process of the City, and any approval granted by the City in this Agreement is made in the City's proprietary capacity only.
- 14.8. Counterparts. This Agreement may be executed in any number of counterparts, all of which evidence only one agreement, binding on all parties, even though all parties are not signatory to the same counterpart. For the convenience of the Parties, the signature and acknowledgment pages may be detached from one or more counterparts and reattached to a single counterpart for recording purposes.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement to be effective as of the date of the later signature of a Party below.

MULTNOMAH ATHLETIC CLUB, an Oregon non-profit corporation

By: _____
Norm Rich, General Manager

Dated: _____

THE CITY OF PORTLAND, a municipal corporation

By: _____
Sam Adams, Mayor

Dated: _____

By: _____
LaVonne Griffin-Valade, Auditor

Dated: _____

Approved as to form:

By: _____
Linda Meng, City Attorney

Dated: _____

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STATE OF OREGON)
) ss.
County of Multnomah)

On this ___ day of _____, 20__, before me _____, the undersigned Notary Public, personally appeared NORM RICH, General Manager of Multnomah Athletic Club, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed it.

NOTARY PUBLIC, STATE OF OREGON
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Multnomah)

On this ___ day of _____, 20__, before me _____, the undersigned Notary Public, personally appeared SAM ADAMS, Mayor of the City of Portland, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed it.

NOTARY PUBLIC, STATE OF OREGON
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Multnomah)

On this ___ day of _____, 20__, before me _____, the undersigned Notary Public, personally appeared LA VONNE GRIFFIN-VALADE, Auditor of the City of Portland, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed it.

NOTARY PUBLIC, STATE OF OREGON
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Multnomah)

On this ___ day of _____, 20__, before me _____, the undersigned Notary Public, personally appeared HENRY MERRITT PAULSON, III, Manager of Peregrine Sports, LLC, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

NOTARY PUBLIC, STATE OF OREGON
My Commission Expires: _____

Exhibit A

Stadium Property

A parcel of land in Section 33, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more fully described as follows:

Commencing at the Southwest corner of Block 5, Southeasterly portion of Amos N. King's Land Claim, recorded April 8, 1871, Multnomah County Plat Records, said point being also the intersection of the Easterly line of S.W. 20th Avenue (formerly Stout Street) with the Northerly line of S.W. Salmon Street (formerly West Salmon Street); thence Northeasterly along the Easterly line of S.W. 20th Avenue to a point in a line drawn 240.17 feet Northerly of and parallel with the Northerly line of S.W. Salmon Street when measured at right angles thereto, said point being also the true point of beginning of the parcel to be described; thence Northwesterly along the Northwesterly extension of said parallel line to an intersection with the center line of S.W. 20th Avenue 60 feet in width; thence Northeasterly along the center line of S.W. 20th Avenue to its intersection with the center line of S.W. Morrison Street 60 feet in width; thence Southeasterly along the center line of S.W. Morrison Street (formerly West Morrison Street) to its intersection with a line drawn 50.00 feet Easterly of and parallel with the Westerly line of S.W. 18th Avenue as now laid out and established 90 feet in width, said parallel line being also the center line of 14th Street as shown on the map of part of Ruth A. Semple's portion of the Nancy Lounsdale Donation Land Claim to the City of Portland, recorded May 23, 1873, in Book 2, at Page 45, Multnomah County Plat Records; thence Southwesterly along said parallel line to its intersection with a line drawn 240.17 feet Northerly of and parallel with the Easterly extension of the Northerly line of S.W. Salmon Street as now established 60 feet in width in the Southeasterly portion of Amos N. King's Land Claim, when measured at right angles thereto; thence Northwesterly along said parallel line to a point in the Easterly line of S.W. 20th Avenue, said point being also the point of beginning, subject to the rights of the public in and to that portion of the hereinabove described parcel now in street.

EXCEPTING that portion conveyed unto Tri County Metropolitan Transportation District of Oregon by Deed recorded February 14, 1994 as Recorder's Fee No. 94-025360.

Exhibit B

MAC Property

A parcel of land in Section 33, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of Block 5 in the Southeasterly portion of the Amos N. King Donation Land Claim and known as AMOS KING'S ADDITION, said point also being the intersection of the Southeasterly line of S.W. 20th Ave. (formerly Stout St.) with the Northeasterly line of S.W. Salmon St. (formerly West Salmon St.); thence Northeasterly along the Easterly line of S.W. 20th Ave., 240.17 feet to a point, said point being the most Westerly point of that property deeded to the City of Portland by Deed recorded March 6, 1967, Book 550, Page 1008; thence Southeasterly along the Southwesterly line of said property deeded to the City of Portland to the most Southerly point of said property deeded to the City of Portland, said point also being on the Northwesterly line of S.W. 18th Ave.; thence Southwesterly along said Northwesterly line of S.W. 18th Ave. to its intersection with the Northerly line of S.W. Salmon St.; thence Northwesterly along the Northerly line of S.W. Salmon St. 485.11 feet to the point of beginning.

TOGETHER WITH those portions of Block 330, PORTLAND and portions of vacated street adjoining thereto, in the City of Portland, County of Multnomah and State of Oregon described in Deeds recorded August 3, 1926 in Book 1069, Page 53, Fee 36846 and recorded August 9, 1926 in Book 1065, Page 463, Fee No. 37684 and recorded August 23, 1926, in Book 1086, Page 488, Fee No. 40019, Deed Records.

EXCEPTING THEREFROM those portions lying within the parcel conveyed to the City of Portland by Deed recorded March 6, 1967, in Book 550, Page 1008.

FURTHER EXCEPTING THEREFROM that portion described as Parcel 1 - Fee in Stipulated Final Judgment entered under Suit No. 9507-04616 in the State Circuit Court for the County of Multnomah and recorded May 11, 1999 as Fee No. 99-094673.

Exhibit C

Easement Area Description

The Easement Area is generally described as that portion of the MAC Property from the northerly face of the MAC Building (as that face of the MAC Building runs east-west between SW 18th Street and SW 20th Street) to the northerly boundary line of the MAC Property which is the southerly boundary of the Stadium Property (the "Property Line"). The Easement Area and the Property Line are more particularly shown on W&H Pacific A.L.T.A. Survey, drawing sheet 1/1 dated December 14, 1999 (the "ALTA Survey"), receipt of a copy of the ALTA Survey is hereby acknowledged by the MAC, the City and the Operator and the Easement Area is as generally shown on an Architectural Site Plan prepared by Ellerbe Becket, Inc. dated January 4, 2010 and attached hereto as Exhibit C-1. The MAC, the City and the Operator acknowledge that the improvements shown in the Easement Area on the ALTA Survey are being replaced by the improvements shown on the New Improvement Plans, subject to the terms and conditions of this Agreement.

Exhibit D

Access Road Plans

The Access Road Plans means Sheets A-1 and A-2 of the Peregrine Sports – PGE Park renovation, South Access Drive prepared by architect Ellerbe Becket, Inc., dated December 11, 2009, Comm. No. 1701.0001.00.

Exhibit E

ELLERBE BECKET



EXHIBIT E

50% Design Development Drawing List - Issued 11/24/2009

ARCHITECTURAL GENERAL

A000	TITLE SHEET
A001	INDEX OF DRAWINGS
A002	SYMBOLS / MATERIALS / ABBREVIATIONS
A003	WALL PARTITION TYPES
A004	GEOMETRY PLAN
A005	EVENT PLAN - SOCCER

ARCHITECTURAL DEMO

AD101	ARCHITECTURAL DEMO PLAN - EVENT LEVEL - OVERALL
AD101D	ARCHITECTURAL DEMO PLAN - EVENT LEVEL - AREA D
AD101E	ARCHITECTURAL DEMO PLAN - EVENT LEVEL - AREA E
AD101F	ARCHITECTURAL DEMO PLAN - EVENT LEVEL - AREA F
AD101G	ARCHITECTURAL DEMO PLAN - EVENT LEVEL - AREA G
AD104	ARCHITECTURAL DEMO PLAN - PRESS BOX LEVEL

ARCHITECTURAL

A100	ARCHITECTURAL SITE PLAN
A101	EVENT LEVEL FLOOR PLAN - OVERALL
A101A	EVENT LEVEL FLOOR PLAN - AREA A
A101B	EVENT LEVEL FLOOR PLAN - AREA B
A101C	EVENT LEVEL FLOOR PLAN - AREA C
A101D	EVENT LEVEL FLOOR PLAN - AREA D
A101E	EVENT LEVEL FLOOR PLAN - AREA E
A101F	EVENT LEVEL FLOOR PLAN - AREA F
A101G	EVENT LEVEL FLOOR PLAN - AREA G
A102	CLUB LEVEL FLOOR PLAN - OVERALL
A102A	CLUB LEVEL FLOOR PLAN - AREA A
A102B	CLUB LEVEL FLOOR PLAN - AREA B

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 sustainability

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A102C	CLUB LEVEL FLOOR PLAN - AREA C
A102D	CLUB LEVEL FLOOR PLAN - AREA D
A103	CONCOURSE LEVEL FLOOR PLAN - OVERALL
A103A	CONCOURSE LEVEL FLOOR PLAN - AREA A
A103B	CONCOURSE LEVEL FLOOR PLAN - AREA B
A103C	CONCOURSE LEVEL FLOOR PLAN - AREA C
A103D	CONCOURSE LEVEL FLOOR PLAN - AREA D
A103E	CONCOURSE LEVEL FLOOR PLAN - AREA E
A103F	CONCOURSE LEVEL FLOOR PLAN - AREA F
A103G	CONCOURSE LEVEL FLOOR PLAN - AREA G
A104	ROOF PLAN - OVERALL
A104A	ROOF PLAN - AREA A
A104B	ROOF PLAN - AREA B
A104C	ROOF PLAN - AREA C
A106	CANOPY ROOF PLAN
A201	EVENT LEVEL - REFLECTED CEILING PLAN - OVERALL
A201A	EVENT LEVEL - REFLECTED CEILING PLAN - AREA A
A201B	EVENT LEVEL - REFLECTED CEILING PLAN - AREA B
A201C	EVENT LEVEL - REFLECTED CEILING PLAN - AREA C
A201D	EVENT LEVEL - REFLECTED CEILING PLAN - AREA D
A201E	EVENT LEVEL - REFLECTED CEILING PLAN - AREA E
A201F	EVENT LEVEL - REFLECTED CEILING PLAN - AREA F
A201G	EVENT LEVEL - REFLECTED CEILING PLAN - AREA G
A202	CLUB LEVEL - REFLECTED CEILING PLAN - OVERALL
A202A	CLUB LEVEL - REFLECTED CEILING PLAN - AREA A
A202B	CLUB LEVEL - REFLECTED CEILING PLAN - AREA B
A202C	CLUB LEVEL - REFLECTED CEILING PLAN - AREA C
A230	CONCOURSE LEVEL - REFLECTED CEILING PLAN - OVERALL
A231	REFLECTED CEILING PLANS @ CONCOURSE LEVEL & ROOF
CANOPY	
A301	EXTERIOR ELEVATIONS
A302	EXTERIOR ELEVATIONS
A303	BUILDING ELEVATIONS
A401	BUILDING SECTIONS

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A402	BUILDING SECTIONS
A403	BUILDING SECTIONS
A411	WALL SECTIONS
A412	WALL SECTIONS
A601	STAIR #1 & ELEVATOR #1 PLANS & SECTIONS
A602	STAIR #2,3,4 PLANS & SECTIONS
A603	STAIR #5 & ELEVATOR #2 PLANS & SECTIONS
A604	STAIR #6,7 PLANS & SECTIONS
A701	ENLARGED PLANS
A702	ENLARGED PLANS
A703	ENLARGED PLANS

STRUCTURAL

S101	FOUNDATION PLAN
S102	CLUB LEVEL FRAMING PLAN
S103	CONCOURSE LEVEL FRAMING PLAN

MECHANICAL

M101	EVENT LEVEL HVAC PLAN - OVERALL
M101A	EVENT LEVEL HVAC PLAN - AREA A
M101B	EVENT LEVEL HVAC PLAN - AREA B
M101C	EVENT LEVEL HVAC PLAN - AREA C
M101D	EVENT LEVEL HVAC PLAN - AREA D
M101E	EVENT LEVEL HVAC PLAN - AREA E
M101F	EVENT LEVEL HVAC PLAN - AREA F
M101G	EVENT LEVEL HVAC PLAN - AREA G
M102	CLUB LEVEL HVAC PLAN - OVERALL
M102A	CLUB LEVEL HVAC PLAN - AREA A
M102B	CLUB LEVEL HVAC PLAN - AREA B
M102C	CLUB LEVEL HVAC PLAN - AREA C
M102D	CLUB LEVEL HVAC PLAN - AREA D
M102E	CLUB LEVEL HVAC PLAN - AREA E
M102F	CLUB LEVEL HVAC PLAN - AREA F

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M102G	CLUB LEVEL HVAC PLAN - AREA G
M103	CONCOURSE HVAC PLAN - OVERALL
M103A	CONCOURSE HVAC PLAN - AREA A
M103B	CONCOURSE HVAC PLAN - AREA B
M103C	CONCOURSE HVAC PLAN - AREA C
M103D	CONCOURSE HVAC PLAN - AREA D
M103E	CONCOURSE HVAC PLAN - AREA E
M103F	CONCOURSE HVAC PLAN - AREA F
M103G	CONCOURSE HVAC PLAN - AREA G
M104	ROOF HVAC PLAN - OVERALL
M104A	ROOF HVAC PLAN - AREA A
M104B	ROOF HVAC PLAN - AREA B
M104C	ROOF HVAC PLAN - AREA C
M104D	ROOF HVAC PLAN - AREA D
M104E	ROOF HVAC PLAN - AREA E
M104F	ROOF HVAC PLAN - AREA F
M104G	ROOF HVAC PLAN - AREA G
PLUMBING	
P001	SYMBOLS, LEGENDS AND ABBREVIATIONS
P002	EQUIPMENT SCHEDULES
P100	PLUMBING SITE PLAN
P101U	UNDERGROUND PLUMBING PLAN - OVERALL
P101AU	UNDERGROUND PLUMBING PLAN - AREA A
P101BU	UNDERGROUND PLUMBING PLAN - AREA B
P101CU	UNDERGROUND PLUMBING PLAN - AREA C
P101DU	UNDERGROUND PLUMBING PLAN - AREA D
P101EU	UNDERGROUND PLUMBING PLAN - AREA E
P101FU	UNDERGROUND PLUMBING PLAN - AREA F
P101GU	UNDERGROUND PLUMBING PLAN - AREA G
P101	EVENT LEVEL PLUMBING PLAN - OVERALL
P101A	EVENT LEVEL PLUMBING PLAN - AREA A
P101B	EVENT LEVEL PLUMBING PLAN - AREA B

PAGES 25-26 INTENTIONALLY LEFT BLANK

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E301	EVENT LEVEL LIGHTING PLAN - OVERALL
E301A	EVENT LEVEL LIGHTING PLAN - AREA A
E301B	EVENT LEVEL LIGHTING PLAN - AREA B
E301C	EVENT LEVEL LIGHTING PLAN - AREA C
E301D	EVENT LEVEL LIGHTING PLAN - AREA D
E301E	EVENT LEVEL LIGHTING PLAN - AREA E
E301F	EVENT LEVEL LIGHTING PLAN - AREA F
E301G	EVENT LEVEL LIGHTING PLAN - AREA G
E302	CLUB LEVEL LIGHTING PLAN - OVERALL
E302A	CLUB LEVEL LIGHTING PLAN - AREA A
E302B	CLUB LEVEL LIGHTING PLAN - AREA B
E302C	CLUB LEVEL LIGHTING PLAN - AREA C
E302D	CLUB LEVEL LIGHTING PLAN - AREA D
E302E	CLUB LEVEL LIGHTING PLAN - AREA E
E302F	CLUB LEVEL LIGHTING PLAN - AREA F
E302G	CLUB LEVEL LIGHTING PLAN - AREA G
E303	CONCOURSE LIGHTING PLAN - OVERALL
E303A	CONCOURSE LIGHTING PLAN - AREA A
E303B	CONCOURSE LIGHTING PLAN - AREA B
E303C	CONCOURSE LIGHTING PLAN - AREA C
E303D	CONCOURSE LIGHTING PLAN - AREA D
E303E	CONCOURSE LIGHTING PLAN - AREA E
E303F	CONCOURSE LIGHTING PLAN - AREA F
E303G	CONCOURSE LIGHTING PLAN - AREA G
E304	ROOF LIGHTING PLAN - OVERALL
E304A	ROOF LIGHTING PLAN - AREA A
E304B	ROOF LIGHTING PLAN - AREA B
E304C	ROOF LIGHTING PLAN - AREA C
E304D	ROOF LIGHTING PLAN - AREA D
E304E	ROOF LIGHTING PLAN - AREA E
E304F	ROOF LIGHTING PLAN - AREA F
E304G	ROOF LIGHTING PLAN - AREA G
E501	ONE-LINE DIAGRAM

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EL101 SITE PLAN LIGHTING
EL102 SITE PLAN LIGHTING CALCULATIONS

Exhibit F

Option B Expansion Plans

Option B Expansion Plans means the Multnomah Athletic Club Master Plan Briefing Pack prepared by Zimmer Gunsul Frasca Architects LLP (“ZGF”) updated January 19, 2010. This concept design is derived from the Option B Expansion Plan developed in 2007 and 2008 during the MAC Facility Master Plan process. It has been revised in response to the New Improvements Plans to reduce conflicts between the two projects.

The Option B Structural Support System means the concept therefore described in the report entitled “Multnomah Athletic Club North Expansion, Steel Option” dated December 1, 2009 and revised January 20, 2010 prepared by KPFF, Inc.



Multnomah Athletic Club North Expansion

Steel Option

December 1, 2009

Revised January 20, 2010

Attached are sketches SK-1, SK-2, and SK-3 for a steel option to support the North Expansion. Nine steel moment frames could be used in the north-south direction to resist lateral forces. The frames could be located to align with every other existing column to give a maximum spacing of 46 feet without intermediate columns. The frames adjacent to Phase I could have a bay size of approximately 28 feet with a 15-foot maximum cantilever. The frames adjacent to Phase II could have a bay size of approximately 42 feet with no cantilever. The frame beams and columns will likely be W24 and W27 sections respectively to attain adequate stiffness. Steel braced frames located adjacent to the existing building could be used in the east-west direction for lateral resistance. As an option, it might be possible to use steel moment frames in the east-west direction also. Typical floor framing could consist of W24 beams east-west at 10 feet on center maximum supporting 3 inch deck and 2-1/2" topping.

The advantage of steel framing over concrete is that it is lighter in weight and the steel moment frames are more ductile than concrete shear walls. The resulting seismic forces are about one-third of the concrete scheme which will reduce the foundation requirements. The steel scheme may also allow building of the North Expansion more or less independently from the PGE Park Expansion. Some possible drawbacks of the steel scheme could be as follows:

- The steel and deck will likely require fireproofing
- The seismic joint adjacent to the existing building will need to be wider to accommodate larger story drifts (steel moment frames are much more flexible than concrete shear walls).
- Some of the moment frame columns will land on or near the existing roadway retaining wall which will probably necessitate its rebuilding (however, this may have to occur anyway).
- Floor vibration in exercise areas may be an issue for long span areas.

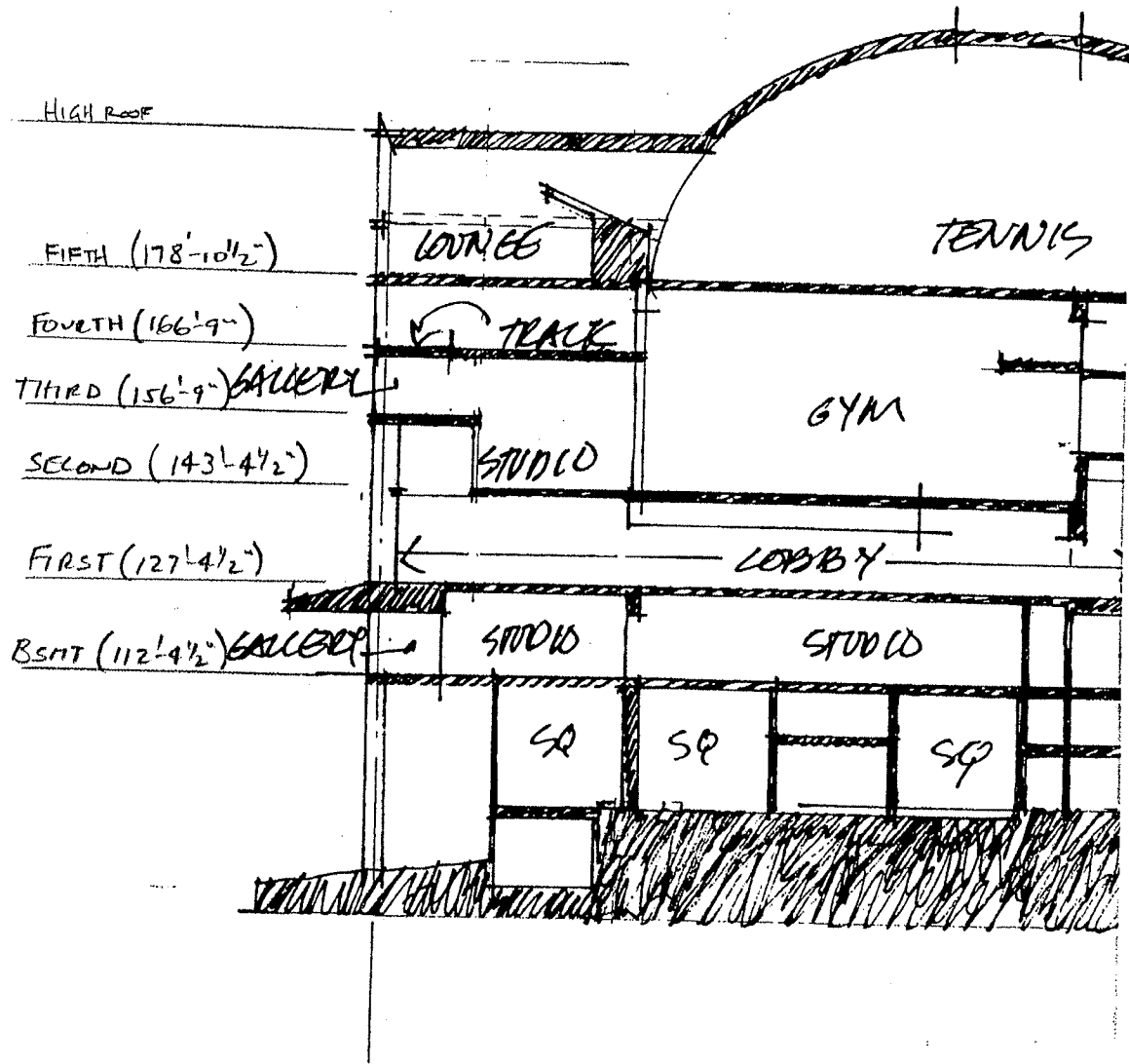
183516

SK-1

KPFF

12-1-09

REV 1-20-10



SECTION AT PHASE II

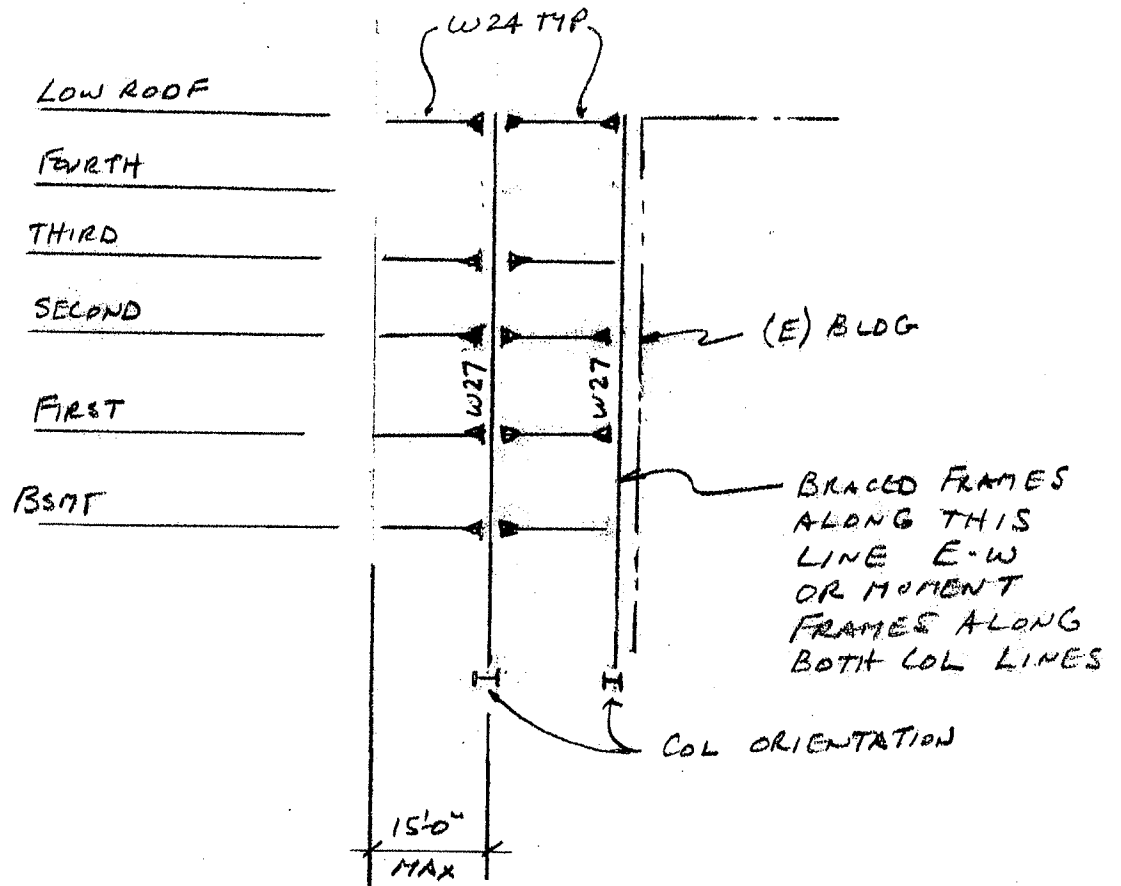
183516

SK-2

KPFF

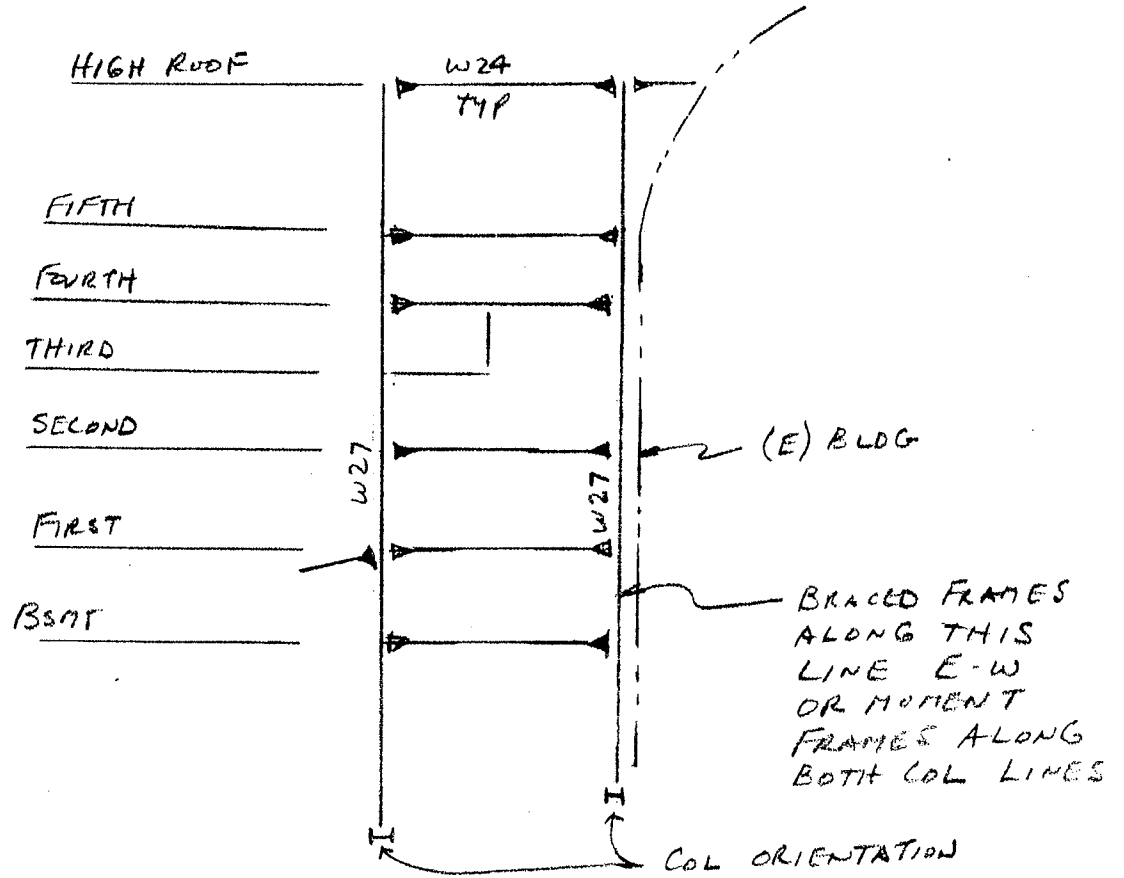
12-1-09

REV 1-20-10



STEEL MOMENT FRAME ELEVATION

TYP (3) LOCATIONS
IN N-S DIRECTION
ADJACENT TO PHASE I

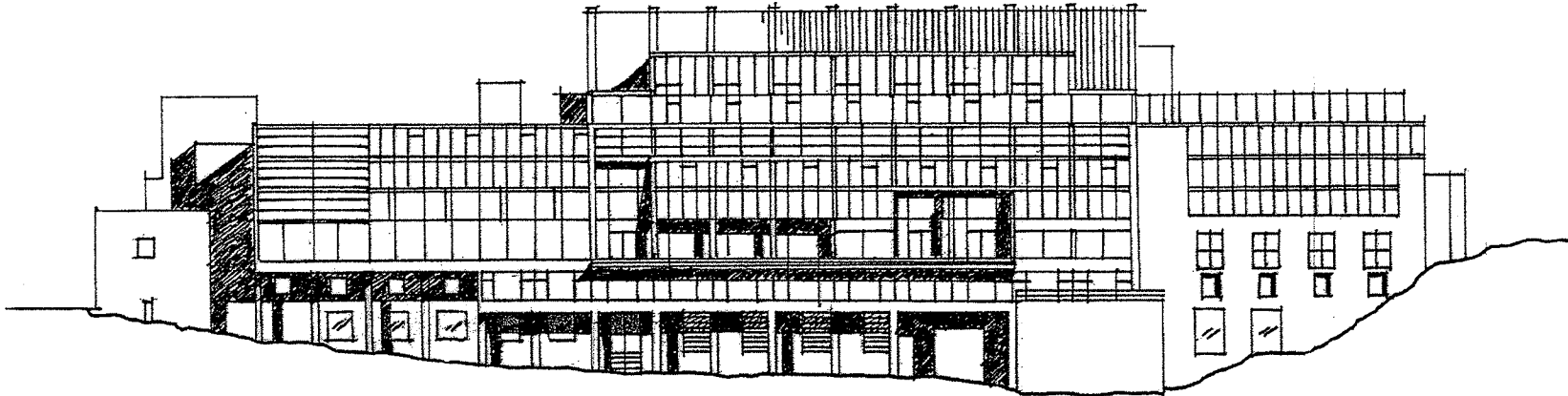


STEEL MOMENT FRAME ELEVATION

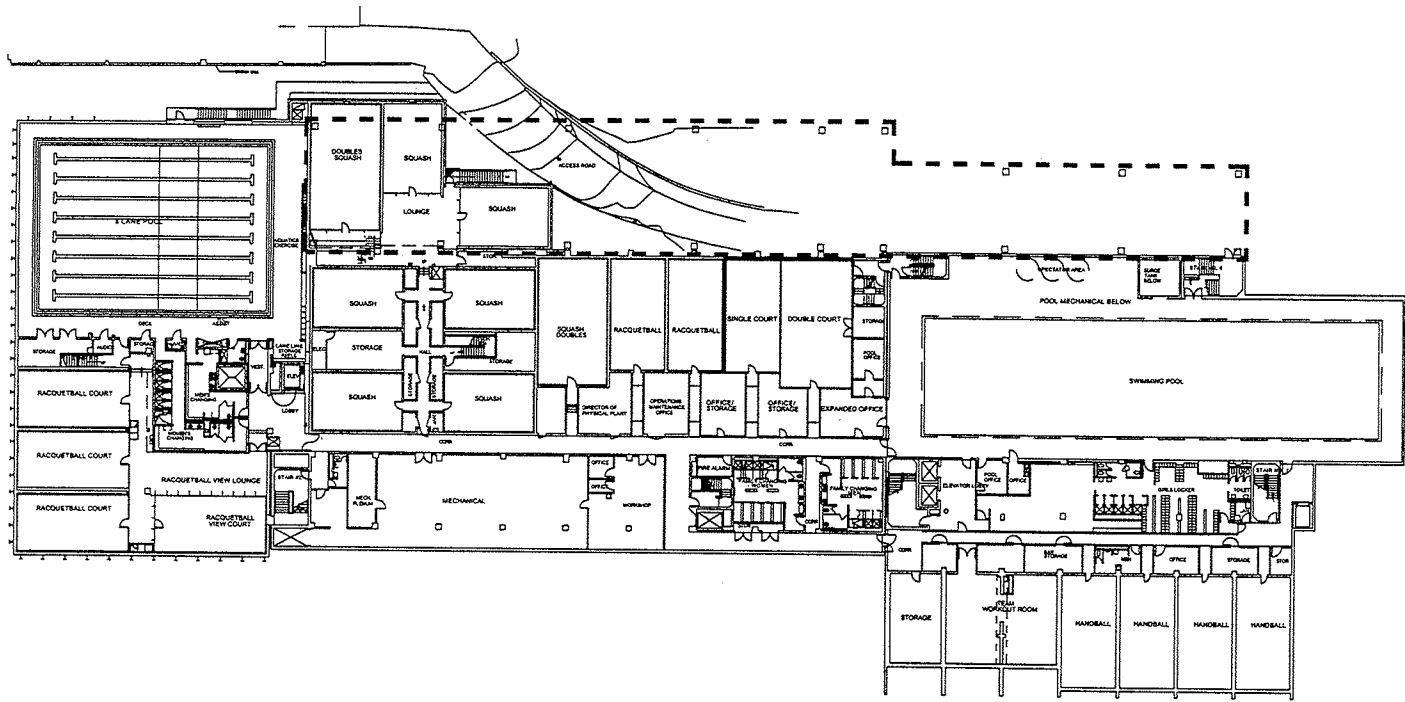
TYP (6) LOCATIONS
IN N-S DIRECTION
ADJACENT TO PHASE II

183516

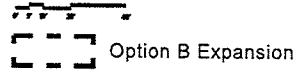
EXHIBIT F
multnomah athletic club
option b briefing pack
updated january 19, 2010

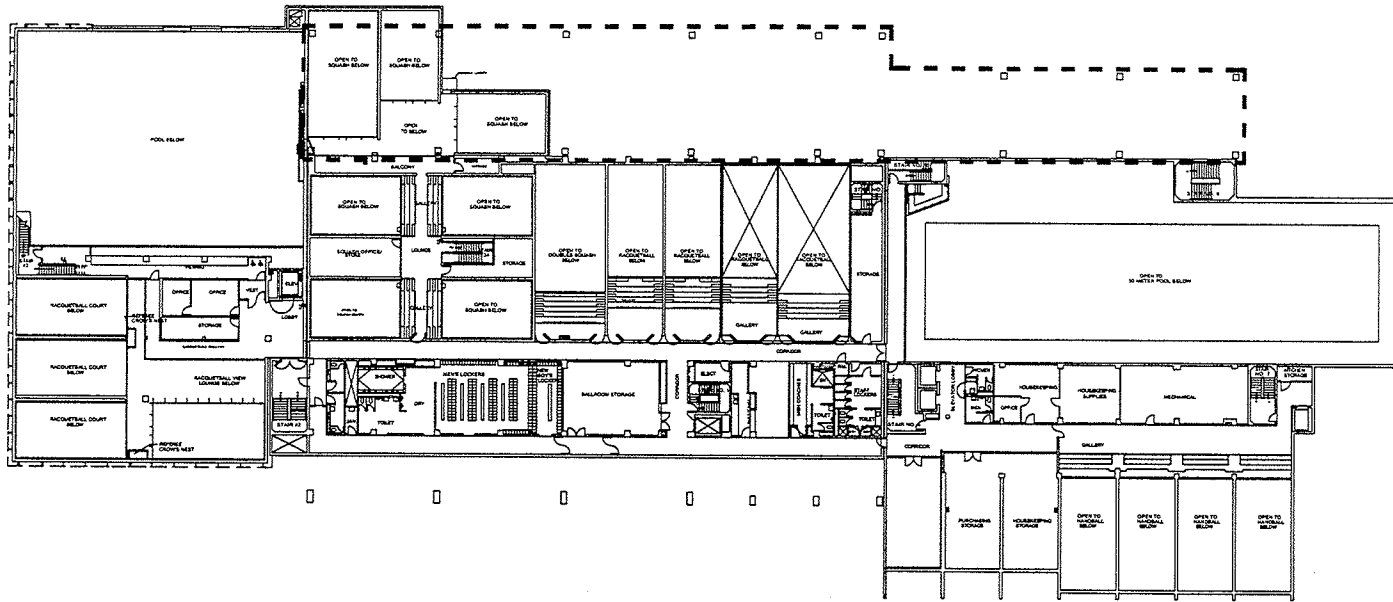


multnomah athletic club
scheme b: expansion
proposed north elevation

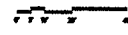


SUB-BASEMENT FLOOR PLAN

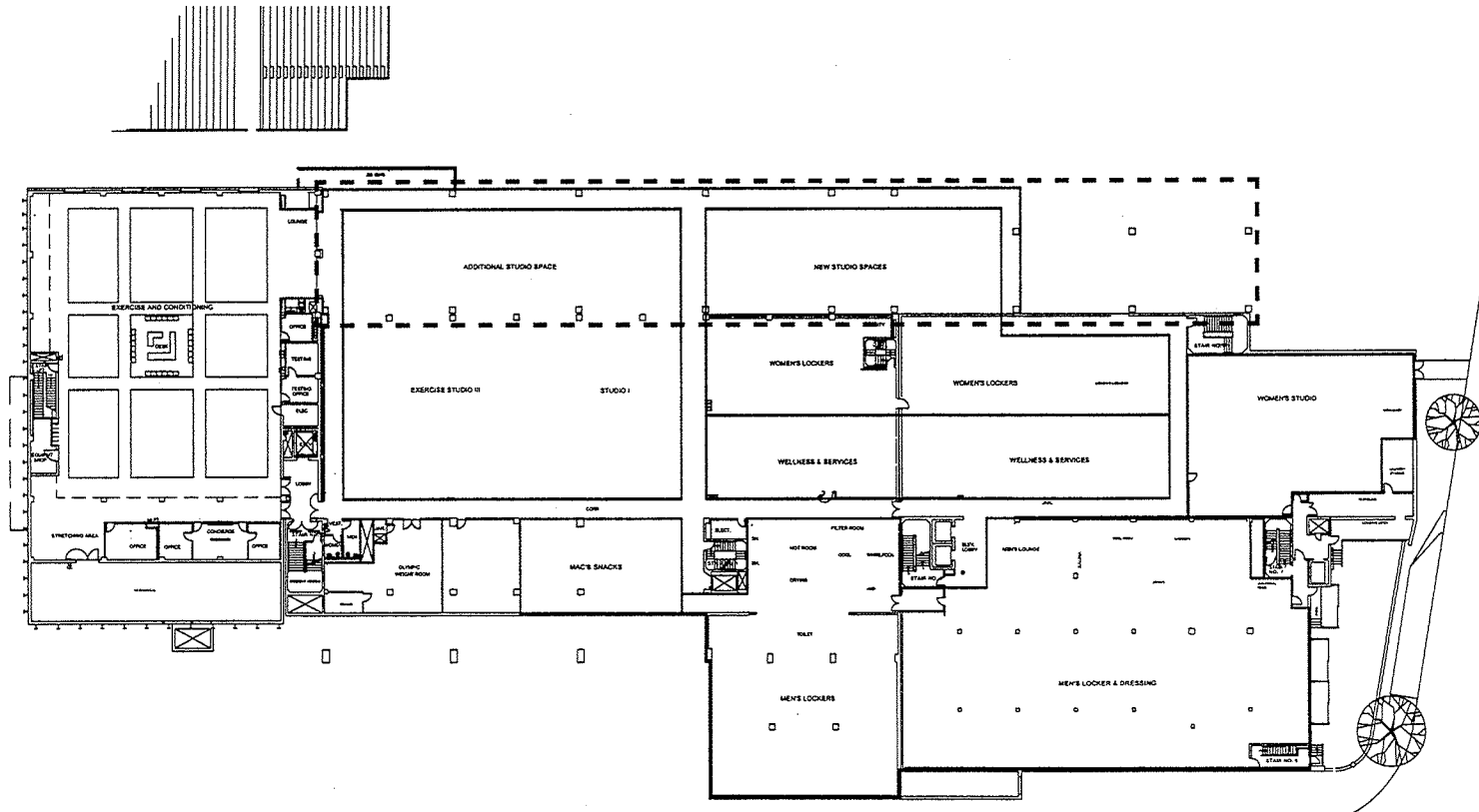




MEZZANINE LEVEL FLOOR PLAN



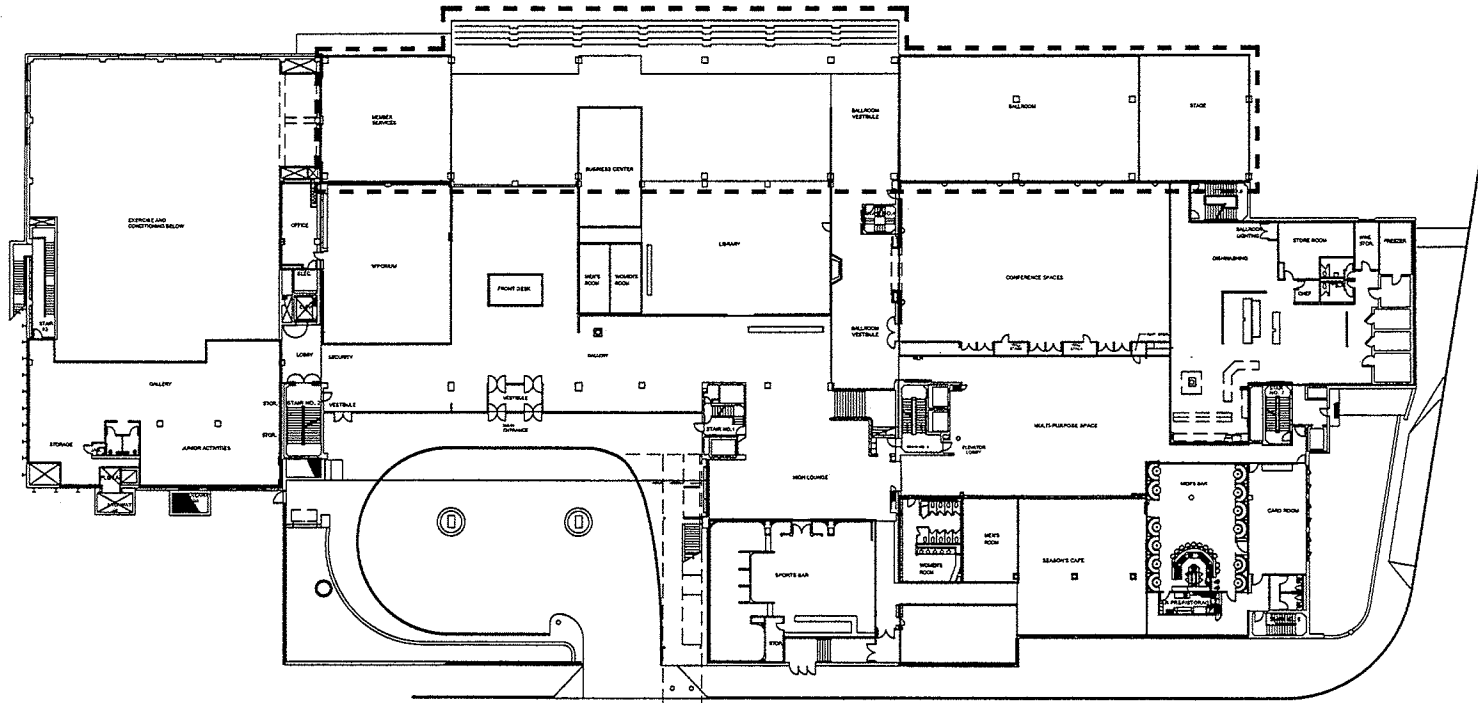
Option B Expansion



BASEMENT LEVEL FLOOR PLAN

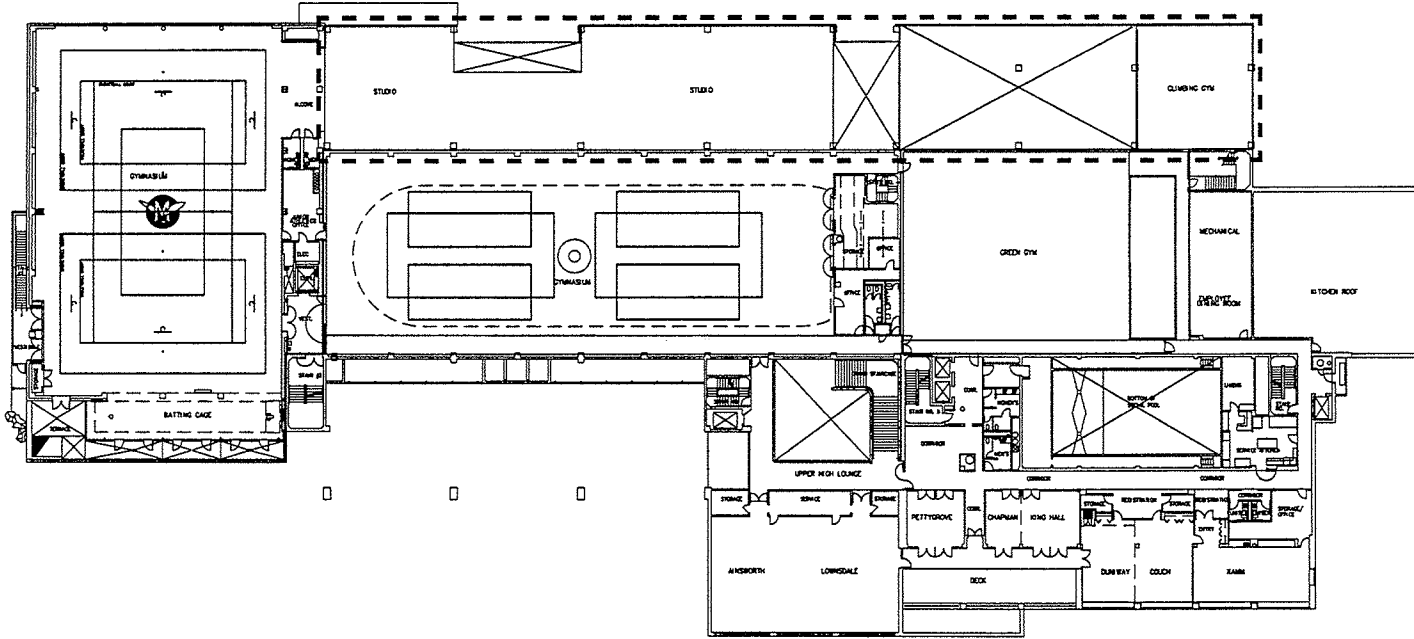
1" = 12'

--- Option B Expansion



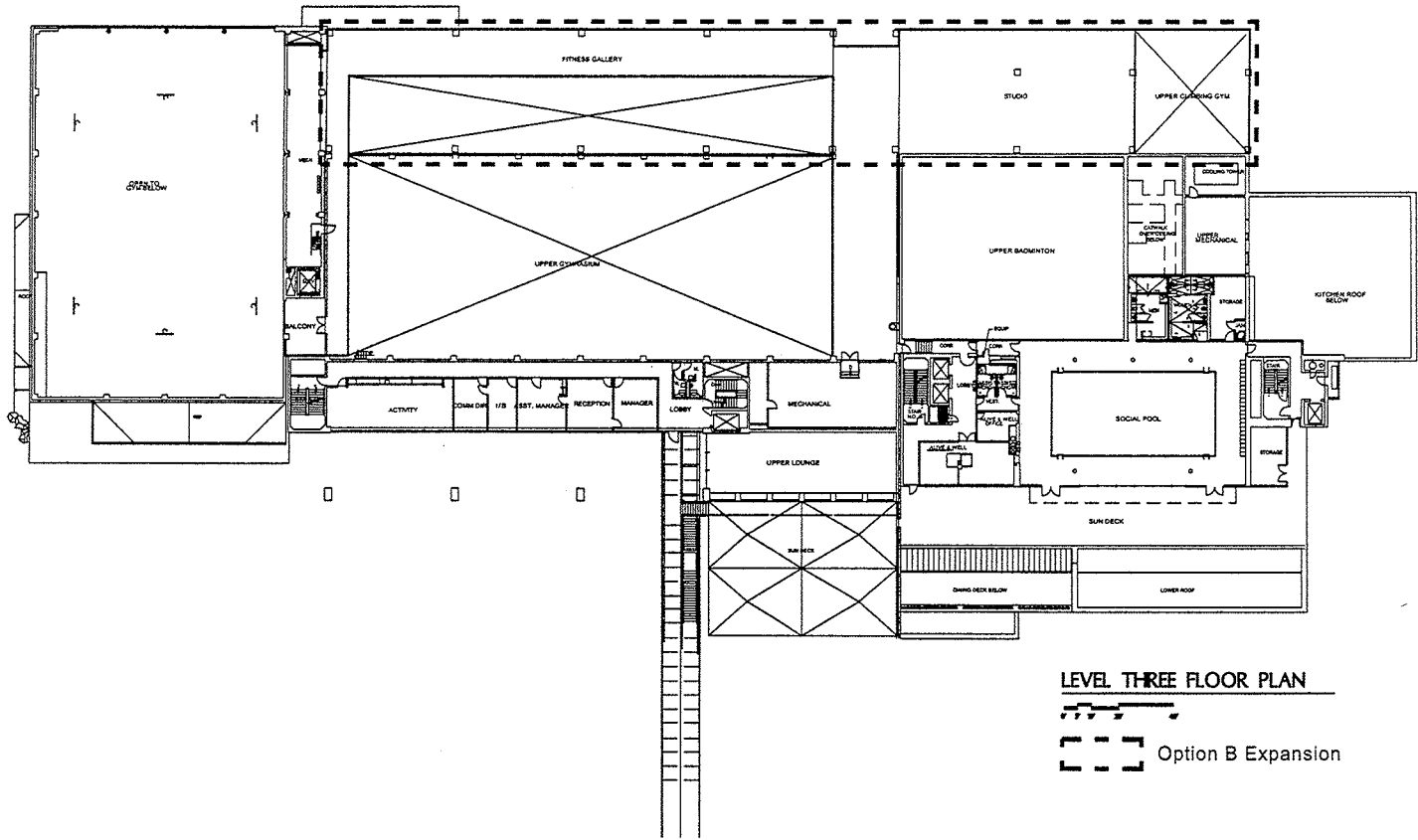
LEVEL ONE FLOOR PLAN

Option B Expansion



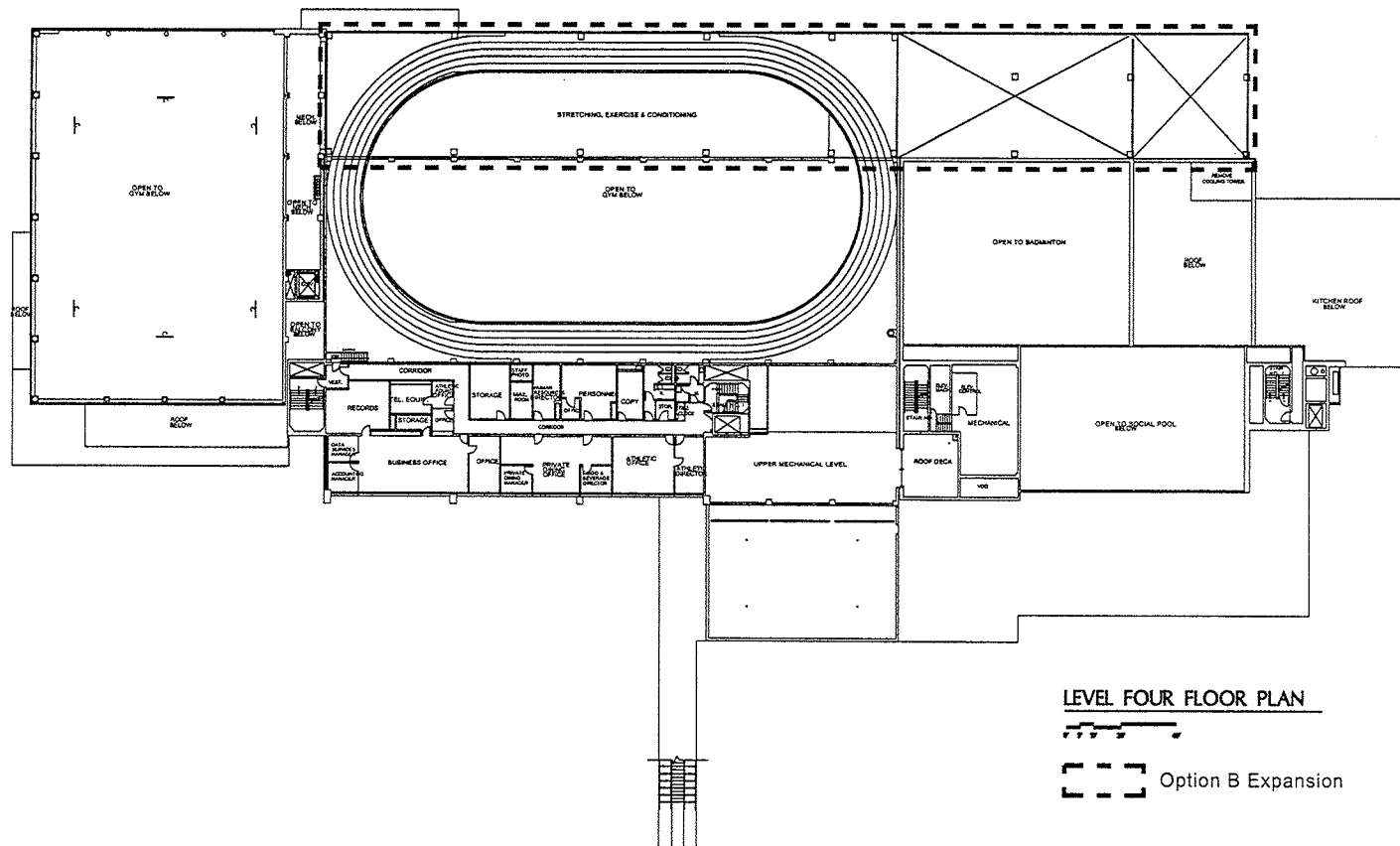
LEVEL TWO FLOOR PLAN

Option B Expansion

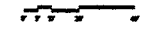


LEVEL THREE FLOOR PLAN

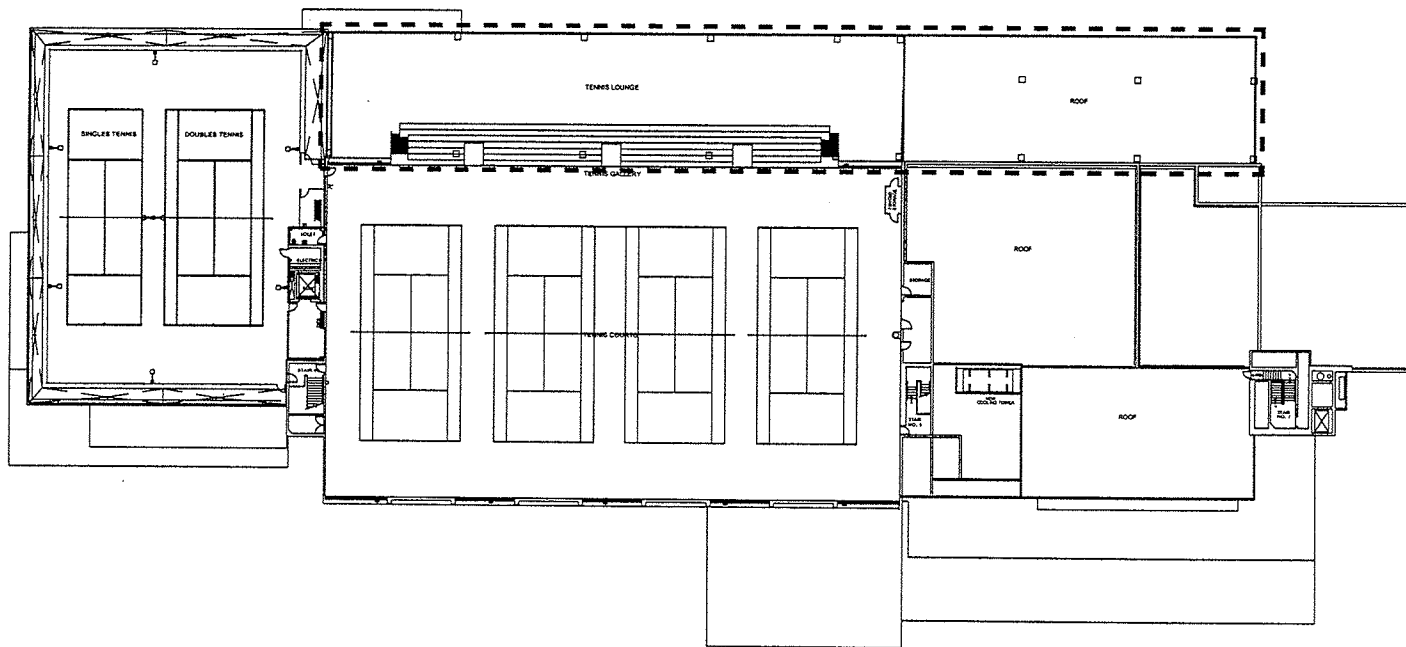
--- Option B Expansion



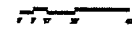
LEVEL FOUR FLOOR PLAN



Option B Expansion



LEVEL FIVE FLOOR PLAN



Option B Expansion